



# Orange County Government

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

## Legislation Text

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**File #:** 24-1683, **Version:** 1

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### Interoffice Memorandum

**DATE:** October 30, 2024

**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 Bus Service Agreement 25-C50 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) in the amount of \$7,267,417. All Districts. **(Transportation Planning Division)**

**PROJECT:** N/A

**PURPOSE:**

On June 6, 2023, Orange County and LYNX staff presented an Accelerated Transportation Safety Program (ATSP) to the Board to address much needed transportation projects using existing revenue sources. ATSP funding was included in the FY2024-25 budget and will allocate a total of \$100 million in funding over the next five fiscal years, with \$45 million allocated towards LYNX funding. LYNX has proposed an operational plan to enhance operational frequency and increase bus shelters within Orange County, all of which are part of the Orange County Transit Plan. On March 26, 2024, the Board approved the ATSP Bus Service Agreement 24-C50 for FY 2023-24 in the amount of \$4,316,632. LYNX is requesting approval of the Bus Service Agreement 25-C50 for FY 2024-25.

The proposed Bus Service Agreement between LYNX and Orange County for Fiscal Year 2025 identifies the additional bus services and passenger amenities to be provided.

**BUDGET:** N/A

**BUS SERVICE AGREEMENT  
25-C50**

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, 2024

## **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the “Agreement”) made and entered as of this 1st day of October 2024 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 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 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:

<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, which for the LYNX fiscal year ending September 30, 2025 will be based on an estimated hourly rate of \$105.4204 per hour. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year.
<b><u>County</u></b>	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.

2. **PROVIDING 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, etc.

3. **TERM.** This Agreement shall be effective as of October 1, 2024 (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, 2025 (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.

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

a. **Bus Service** - Attached hereto as **Exhibit "A"** is a description of the service for October 1, 2024 through September 30, 2025. 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.

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 Cost of Bus Service as described in **Exhibit "B,"** attached hereto and incorporated herein. 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. 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 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, regarding 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 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.

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 a 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 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.



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."**

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, Board of 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, Board of 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: *Bryan W. Brooks*  
for Jerry L. Demings, Orange County Mayor



ATTEST:

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

By: *Jennifer Lara-Klimetz*  
for Deputy Clerk

Jennifer Lara-Klimetz  
Print Name

NOV 19 2024

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

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

Date: 10/1/24

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: *[Signature]*  
James F. Goldsmith

Date: 9/30/24

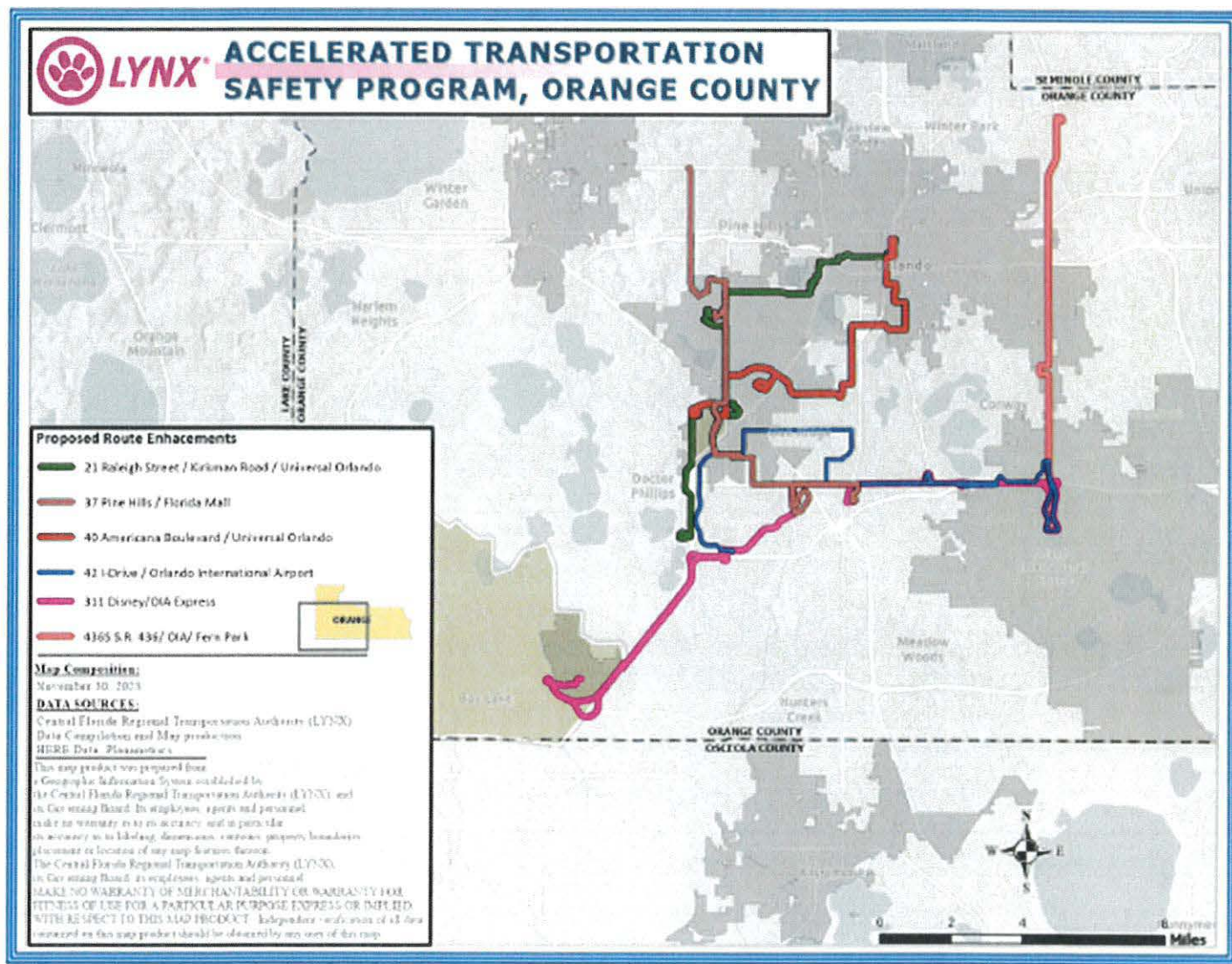
# EXHIBIT "A"

## 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).

With the opening of the Pine Hills Transfer Center, LYNX will make some modifications to routes in the area to improve service. The exact details of these improvements are pending. The anticipated opening of the transfer center is in January 2025.

With the April 2025 service change, LYNX will convert existing route Link 405 in the Apopka area to a NeighborLink zone, expanding the service area and operating with two (2) vehicles.



**EXHIBIT "B"**

**Cost of Bus Service**

***Fixed Route Operating Costs***

<b>Link Services</b>	<b>Hours</b>	<b>Amount</b>
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
	40,480.0	<b><u>\$4,267,417</u></b>

***Breakdown:***

Fixed Route Service	\$4,267,417
Capital Contribution for Shelters	\$3,000,000
<b>Total Funding from the County</b>	<b><u>\$7,267,417</u></b>

***FY2025 Billing Schedule***

October-24	\$605,618
November-24	\$605,618
December-24	\$605,618
January-25	\$605,618
February-25	\$605,618
March-25	\$605,618
April-25	\$605,618
May-25	\$605,618
June-25	\$605,618
July-25	\$605,618
August-25	\$605,618
September-25	\$605,619

**Annual Funding Request from County** **\$7,267,417**