



Orange County Government

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

Legislation Text

File #: 24-1684, **Version:** 1

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 25-C07 Service Funding Agreement by and between Orange County, Florida and Central Florida Regional Transportation Authority for FY 2024-25 in the amount of \$82,953,415. All Districts. **(Transportation Planning Division)**

PROJECT: N/A

PURPOSE:

As part of the adopted budget for FY 2024-25, Orange County appropriated a total of \$82,953,415 to LYNX for the provision of public transit services.

The proposed LYNX Service Funding Agreement for FY 2024-25 provides the funding necessary for LYNX to continue providing public transportation services and outlines the obligations of LYNX and the County, including the terms associated with the proposed operating and capital funding.

If you have any questions, please feel free to contact me at 407-836-8022

BUDGET: N/A

BCC Mtg. Date: November 19, 2024

25-C07 Service Funding Agreement
by and between
Orange County, Florida
and
Central Florida Regional Transportation Authority

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into 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 the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 24, 2023 (the “**Prior Fiscal Year Funding**”

Agreement) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2023 to September 30, 2024 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2024; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation system only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner 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**. The following capitalized terms shall have the following meanings:

"Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"ADA" means the Americans with Disabilities Act of 1990.

"Agreement" means this Service Funding Agreement and its Exhibits and Addenda.

"Appropriated Amount" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

"Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2024 and ending on September 30, 2025.

"Deadhead Hours" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

"Deadhead Miles" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

"Demand Response Service" or **"NeighborLink"** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2024 and ending the following September 30, 2025.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

“**New Appropriated Amount**” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2025 and ending the following September 30, 2026.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area of the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2024 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2025 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

(i) Addition of route(s).

(ii) Elimination of route(s).

- (iii) Combination of routes.
- (iv) Changes to service span.
- (v) Change to service frequency.
- (vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Transportation Planning Division and Office of Management & Budget within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip.
 - (B) Passengers per trip.
 - (C) Passengers per Revenue Hour.
 - (D) Passengers per Revenue Mile.
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area. The following criteria will be utilized to determine this amount:

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing including the following:

- (A) All of LYNX's funding partners.
- (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year.
- (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. 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 for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any Fixed Route Service furnished by LYNX up to the actual date that LYNX terminates said Fixed Route Service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days following receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the provisions of Subparagraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the Funding Partner's custodian of public records at:

Orange County Comptroller's Office
109 E. Church Street, Suite 300
Orlando, FL 32801
407-836-5115
comptroller@occompt.com

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or

audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Orange County
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Byron W. Brooks, AICP, County Administrator

With copy to: Transportation Planning Division
4200 S. John Young Parkway
Orlando, Florida 32839
Brian.Sanders@ocfl.net
Attn: Brian Sanders, Transportation Planning Manager

With copy to: Orange County Office of Management and Budget
P.O. Box 1393
Orlando, Florida 32802-1393
Kurt.petersen@ocfl.net
Attn: Kurt Petersen, Director, OMB

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Tiffany Homler Hawkins
Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S.,
Senior In-House
Counsel

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the

benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date written below.

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

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

By: Jennifer Lara-Klimetz
Deputy Clerk

Jennifer Lara-Klimetz
Print Name

FUNDING PARTNER:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners


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

Date: November 19, 2024



SIGNATURE PAGE FOR LYNX

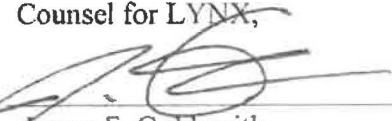
**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: 
Tiffany Homler Hawkins
Chief Executive Officer

Date: 10/2/24

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

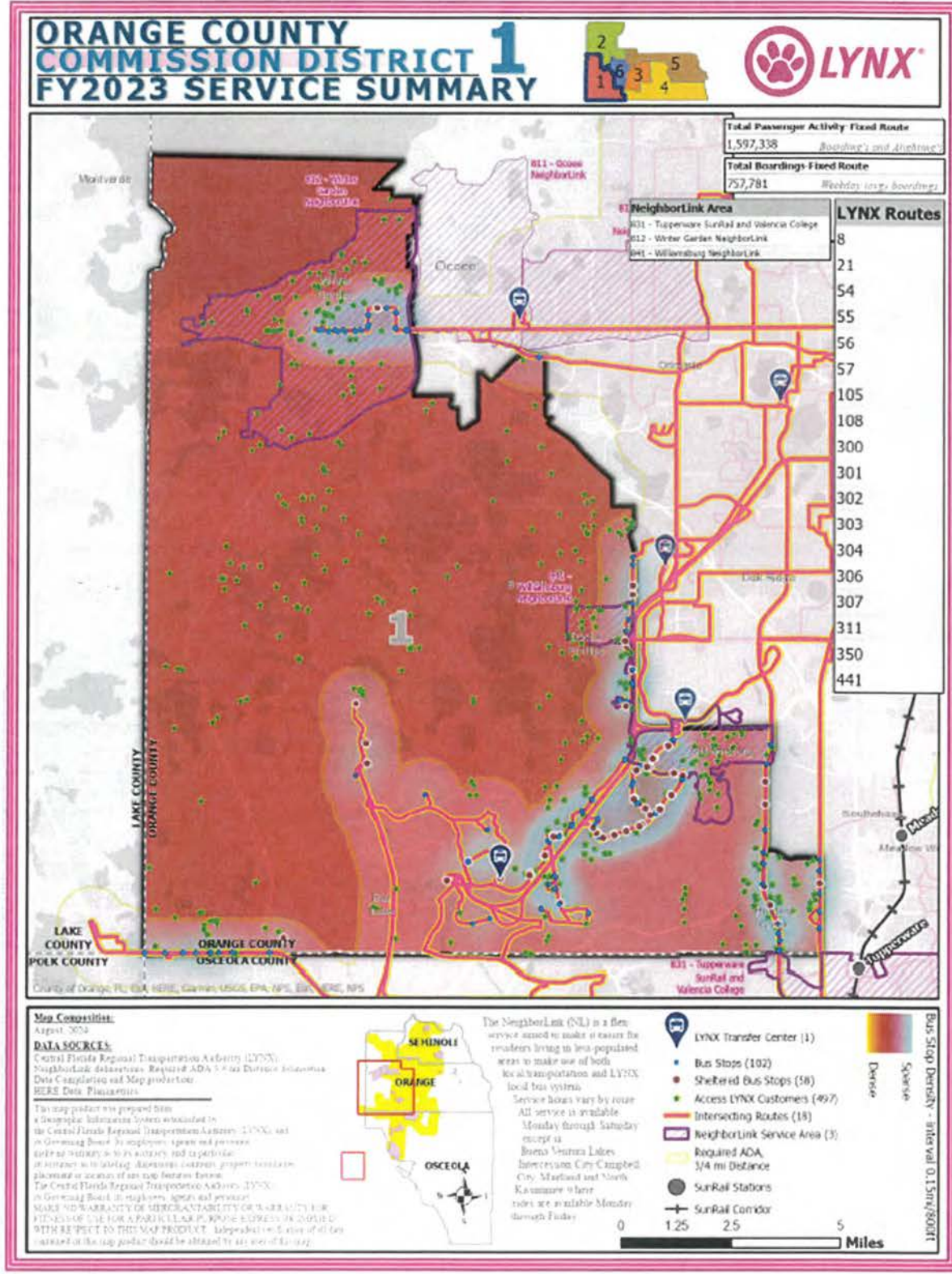
AKERMAN LLP,
Counsel for LYNX,

By: 
James F. Goldsmith

Date: 9/30/24

Exhibit "A"

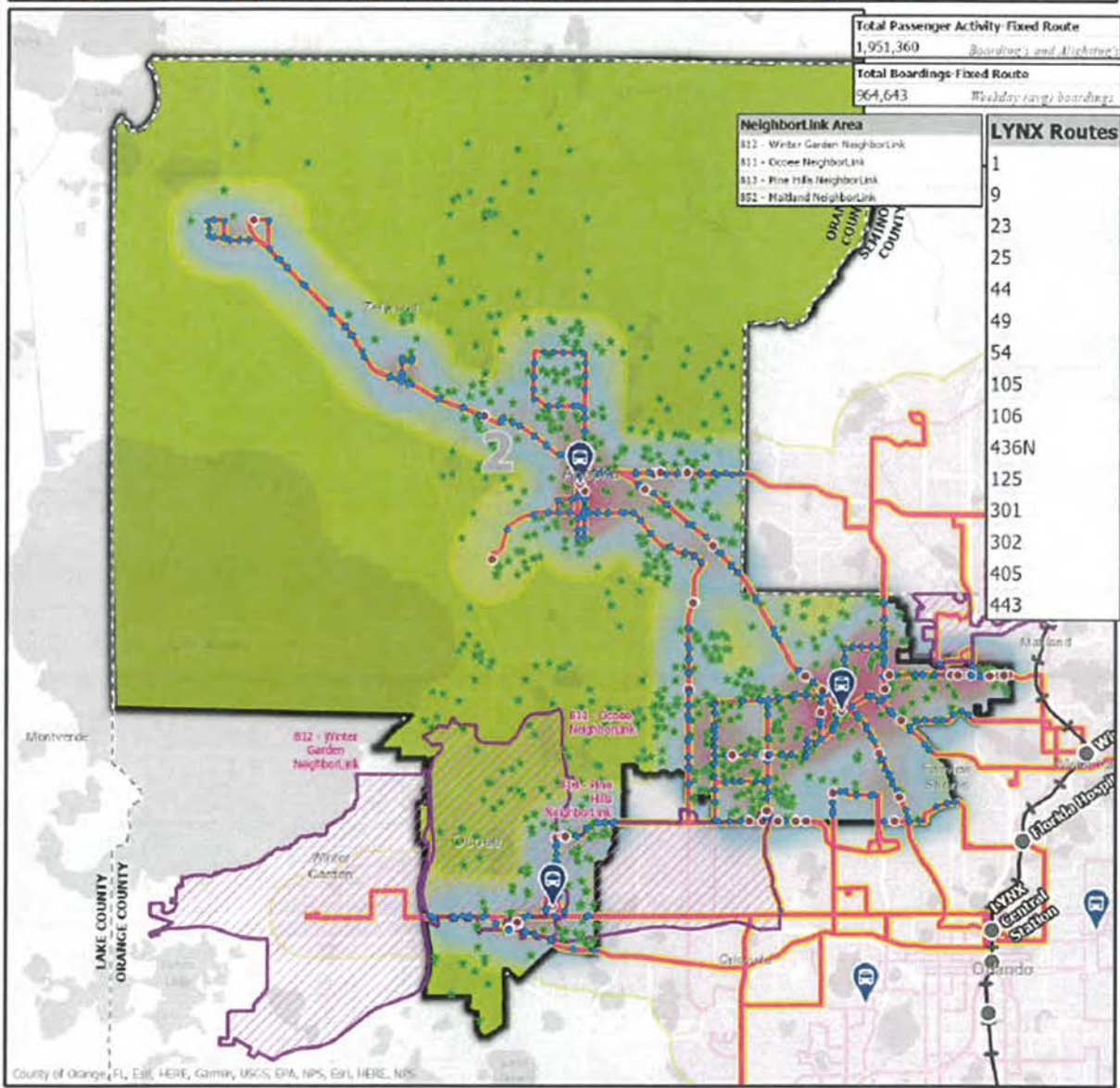
DESCRIPTION OF SERVICE AREA



ORANGE COUNTY COMMISSION DISTRICT 2 FY2023 SERVICE SUMMARY



Total Passenger Activity Fixed Route	1,951,360	<i>Boardings and Alightings</i>
Total Boardings Fixed Route	964,643	<i>Weekday (avg) boardings</i>



NeighborLink Area
812 - Winter Garden NeighborLink
811 - Ocoee NeighborLink
813 - Pine Hills NeighborLink
852 - Maitland NeighborLink

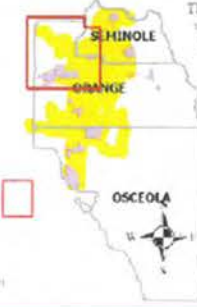
LYNX Routes
1
9
23
25
44
49
54
105
106
436N
125
301
302
405
443

Map Composition:
August 2024

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
NeighborLink (Neighborhoods, Required ADA 3/4 mi Distance Determination)
Data Compilation and Map production:
HERE Data, Phionatics

This map is part of a project from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Governing Board. It is provided "as is" and does not constitute a warranty as to its accuracy, and in particular, its accuracy as to whether it accurately represents boundaries, placement or location of any map features therein. The Central Florida Regional Transportation Authority (LYNX) and its Governing Board do not warrant, either explicitly or implied, any fitness of use for a particular purpose, express or implied, WITH RESPECT TO THIS MAP PRODUCT. Independent of any other content on this map product, should be obtained by the user of this map.



The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX local bus system. Service hours vary by route. All service is available Monday through Saturday except in Brevard, Volusia, Lake, and Osceola counties. Service is available Monday through Friday.

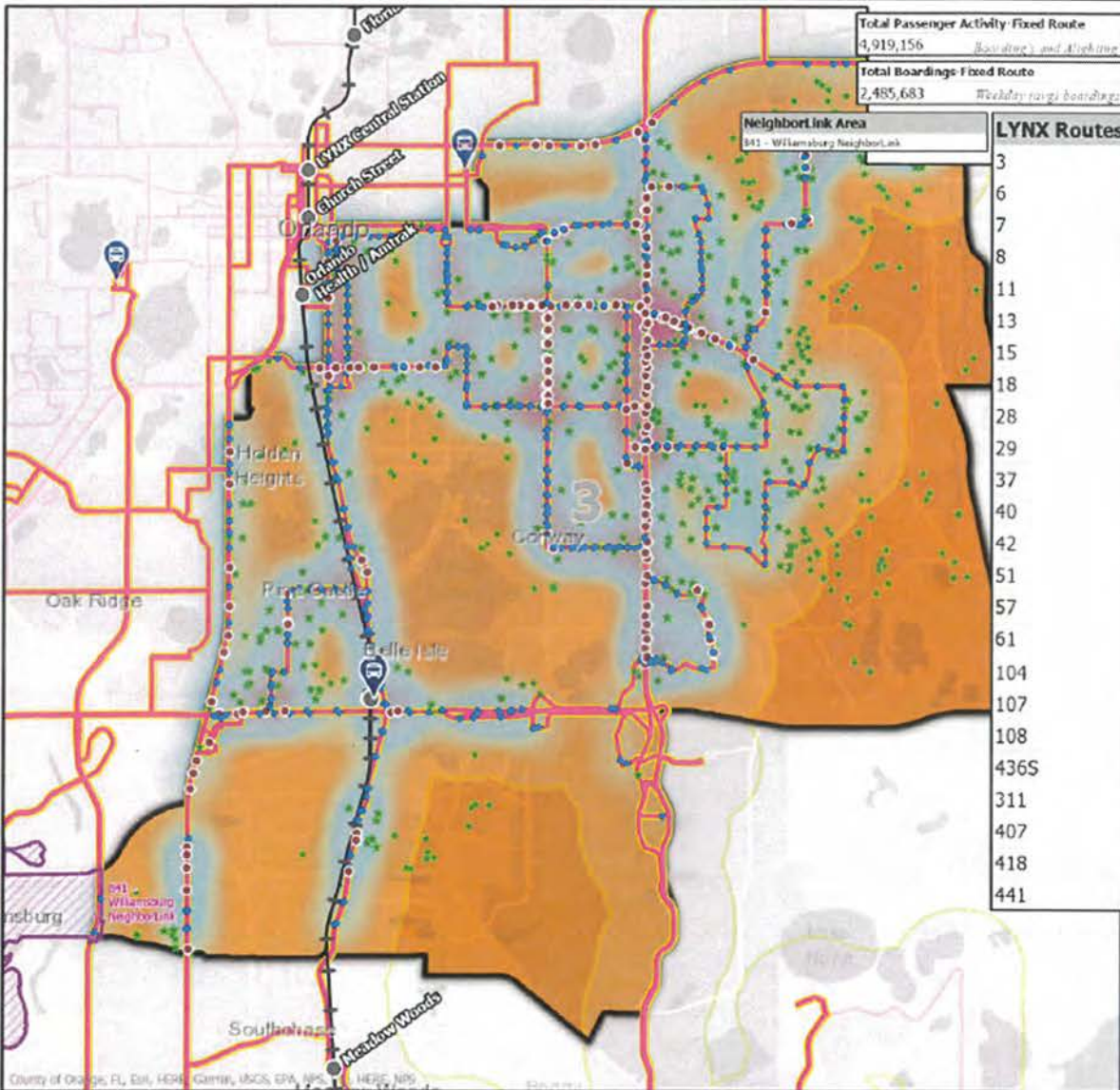
- LYNX Transfer Center (3)
- Bus Stops (440)
- Sheltered Bus Stops (53)
- Access LYNX Customers (1065)
- Intersecting Routes (15)
- NeighborLink Service Area (4)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.1km/0.06mi

Dense Sparse

0 1.5 3 6 Miles

ORANGE COUNTY COMMISSION DISTRICT 3 FY2023 SERVICE SUMMARY



Total Passenger Activity - Fixed Route	4,919,156	<i>Boardings and Alightings</i>
Total Boardings - Fixed Route	2,485,683	<i>Weekday average boardings</i>

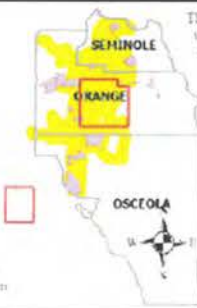
NeighborLink Area
041 - Williamsburg NeighborLink

LYNX Routes
3
6
7
8
11
13
15
18
28
29
37
40
42
51
57
61
104
107
108
436S
311
407
418
441

Map Composition:
August 2024

DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX)
NeighborLink (Required ADA) Data System in-service
Data Compilation and Map production
HERE Data, Planet Labs

This map product was prepared using a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Government Board. Its employees, agents and providers make no warranty, express or implied, as to accuracy, and its providers do not warrant as to accuracy, timeliness, completeness, or placement or location of any map features. The Central Florida Regional Transportation Authority (LYNX) and Government Board, its employees, agents and providers, MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER FITNESS OF USE FOR A PARTICULAR PURPOSE, OR ANY OTHER FITNESS OF USE FOR A PARTICULAR PURPOSE, OR ANY OTHER FITNESS OF USE FOR A PARTICULAR PURPOSE. Inquiries or feedback should be directed to the user of this map.



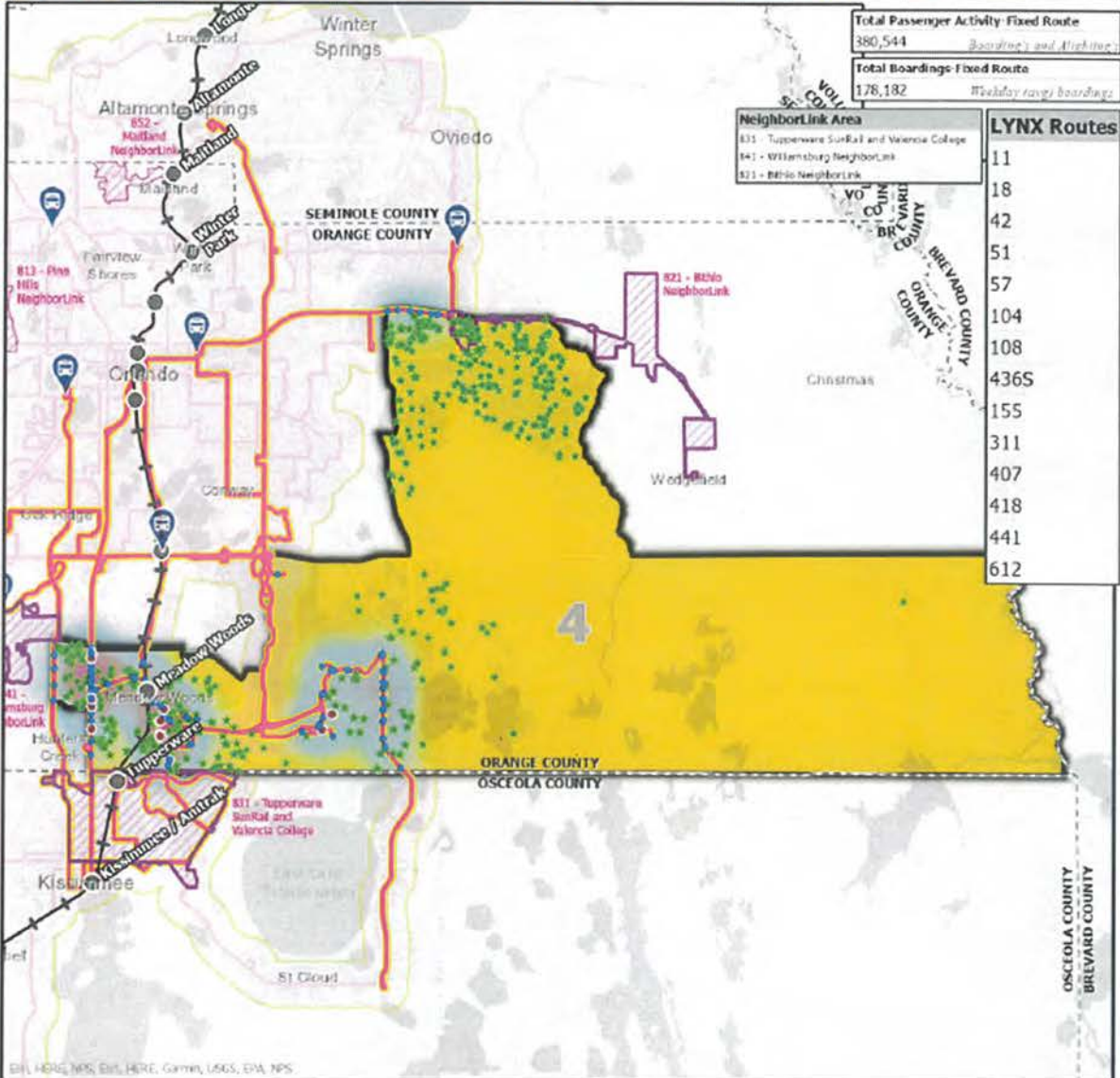
The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less populated areas to make use of both local transportation and LYNX local bus system. Service hours vary by route. All service is available Monday through Saturday except on Brown Veterans Lakes, Intercession City-Campbell City, Macfield and North Riversumme where rides are available Monday through Friday.

- LYNX Transfer Center (1)
- Bus Stops (480)
- Sheltered Bus Stops (174)
- Access LYNX Customers (848)
- Intersecting Routes (24)
- NeighborLink Service Area (1)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.15mi/800ft
Dense Sparse

0 1 2 4 Miles

ORANGE COUNTY COMMISSION DISTRICT 4 FY2023 SERVICE SUMMARY



Total Passenger Activity - Fixed Route	380,544	<i>Boardings and Alightings</i>
Total Boardings - Fixed Route	178,182	<i>Weekday average boardings</i>

NeighborLink Area	
831 - Tupperware SunRail and Valencia College	
841 - Williamsburg NeighborLink	
821 - Bibo NeighborLink	

LYNX Routes	
11	
18	
42	
51	
57	
104	
108	
436S	
155	
311	
407	
418	
441	
612	

GIS: HERE, NPS, Esri, HERE, Garmin, USGS, EPA, NPS

Map Composition:
August 2024

DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX) NeighborLink Geospatial; Required ADA 1/4 mi Distance Geospatial Data; Commission and Map production; HERE Data; Placemeter

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Government Board. The commission, design and production make no warranty, express or implied, as to the accuracy or completeness of the information contained in this map product. The Central Florida Regional Transportation Authority (LYNX) and its Government Board do not make any warranty, express or implied, as to the accuracy or completeness of the information contained in this map product. Independent verification of all data contained on this map product should be obtained by any user of this map.



The NeighborLink (NL) is a flex service aimed to make it easier for residents living in less populated areas to make use of both local transportation and LYNX local bus system. Service hours vary by route. All service is available Monday through Saturday except in Shula Veterans Lakes, Intercessiona City, Campbell City, Midland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (0)
- Bus Stops (95)
- Sheltered Bus Stops (17)
- Access LYNX Customers (578)
- Intersecting Routes (14)
- NeighborLink Service Area (3)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

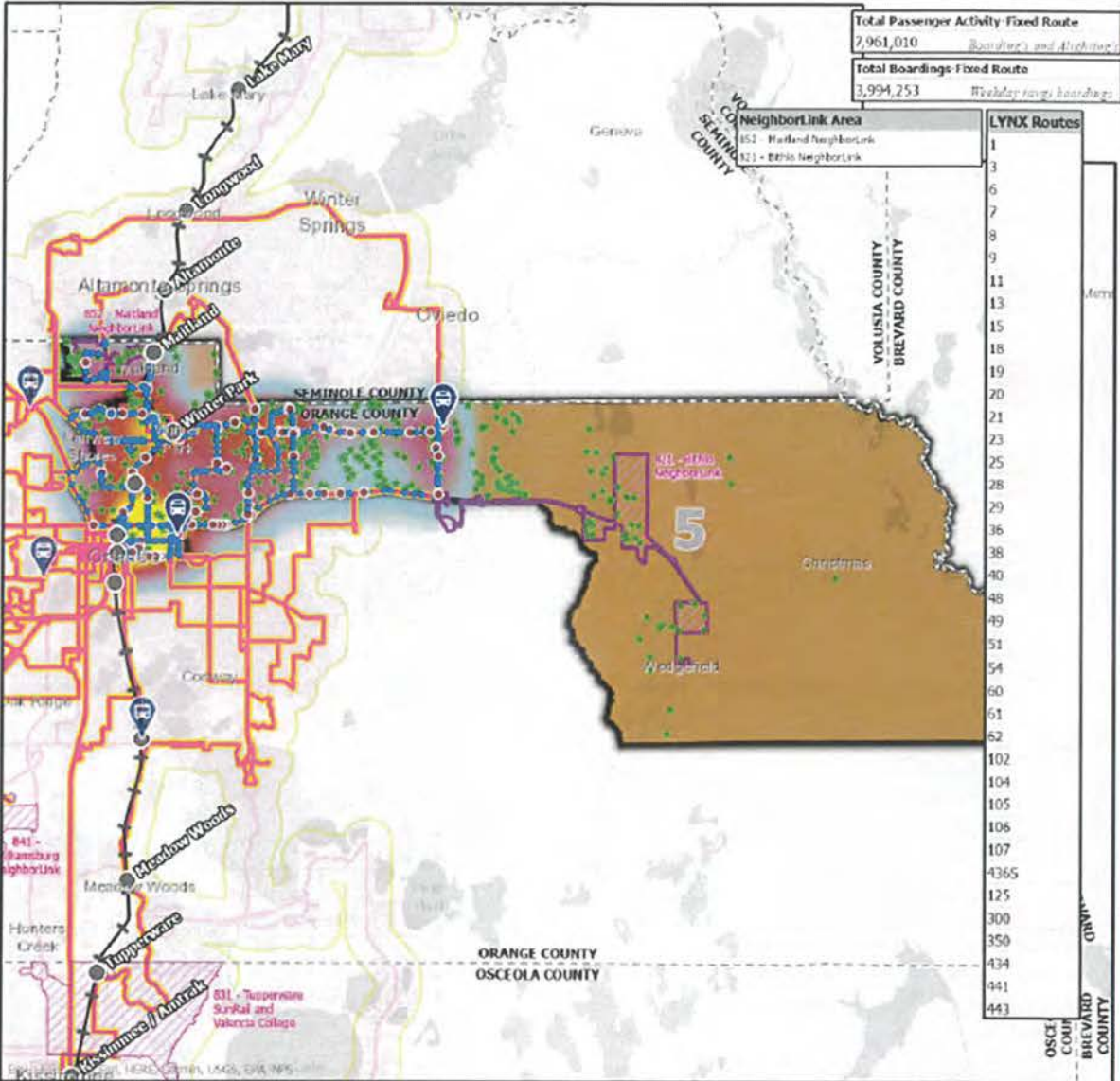
0 2.5 5 10 Miles

Bus Stop Density - Interval 0.1km/0.06mi
Dense Sparse

ORANGE COUNTY COMMISSION DISTRICT 5 FY2023 SERVICE SUMMARY



Total Passenger Activity Fixed Route	7,961,010	<i>Boardings and Alightments</i>
Total Boardings Fixed Route	3,994,253	<i>Weekday average boardings</i>



LYNX Routes	Count
1	1
3	3
6	6
7	7
8	8
9	9
11	11
13	13
15	15
18	18
19	19
20	20
21	21
23	23
25	25
28	28
29	29
36	36
38	38
40	40
48	48
49	49
51	51
54	54
60	60
61	61
62	62
102	102
104	104
105	105
106	106
107	107
436S	436S
125	125
300	300
350	350
434	434
441	441
443	443

Map Composition:
August 2024

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
 NeighborLink (NeighborLink - Required ADA) Data Database-deliverable
 Data Completion and Map production
 HERE Data, Plazamatics

This map product was prepared from a proprietary information system as made available by the Central Florida Regional Transportation Authority (LYNX) and its Government Bond Trust employees, agents and personnel, including all services, routes, schedules, and information, in accordance with existing laws, rules, and policies. The information is provided as is, without warranty, and the user assumes all responsibility for its use. The Central Florida Regional Transportation Authority (LYNX) is not responsible for any errors or omissions in this map product. THIS MAP PRODUCT IS PROVIDED AS IS, WITHOUT WARRANTY, AND THE USER ASSUMES ALL RESPONSIBILITY FOR ITS USE. THIS MAP PRODUCT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PROVIDED. Independence of System of all data contained on this map product should be obtained by use of this map.



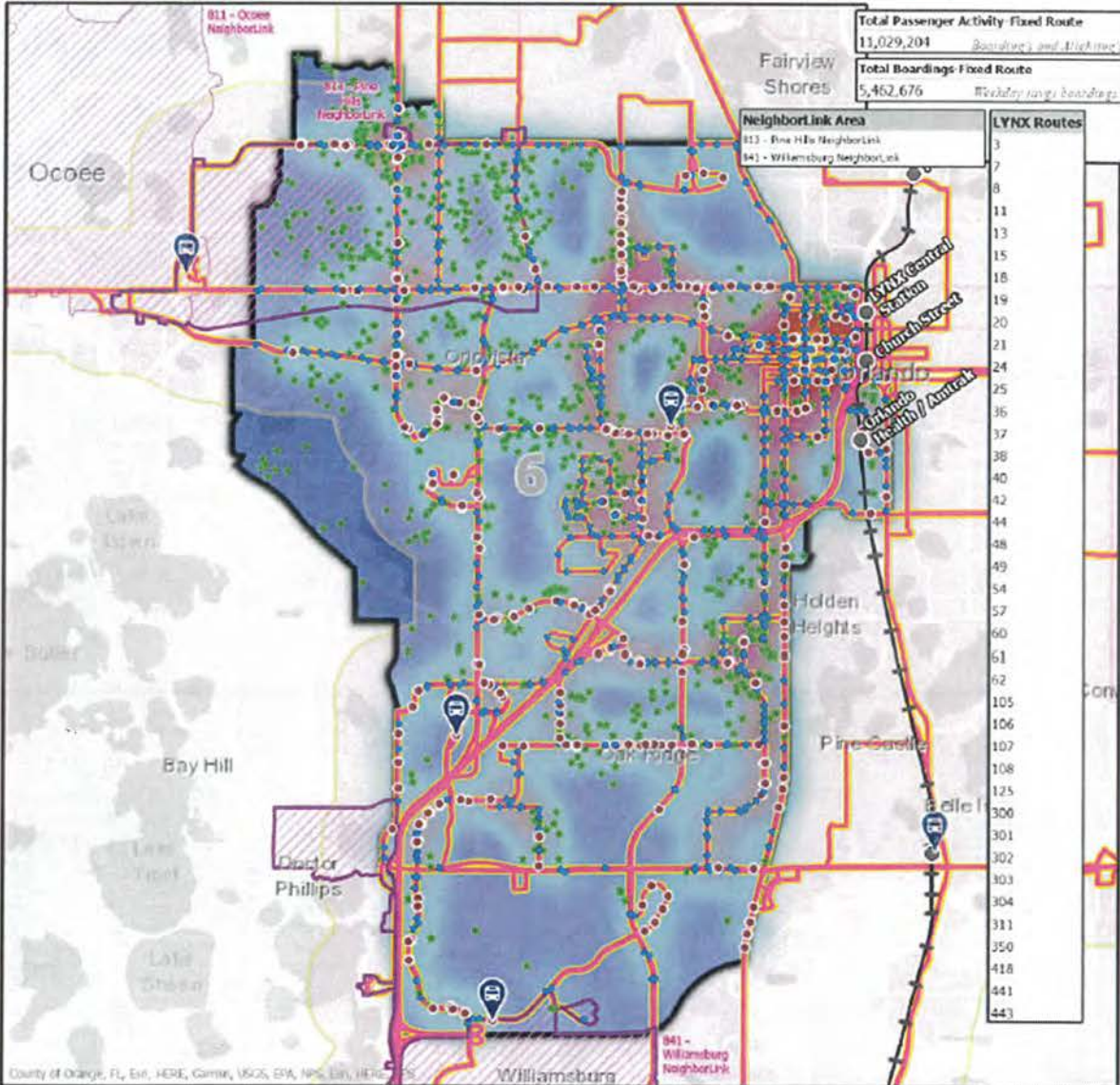
The NeighborLink (NL) is a flex service aimed to make it easier for residents living in less populated areas to make use of both local transportation and LYNX local bus system. Service hours vary by route. All service is available Monday through Saturday except in Brevard, Volusia, Lake, Intercession City Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (2)
- Bus Stops (479)
- Sheltered Bus Stops (105)
- Access LYNX Customers (605)
- Intersecting Routes (39)
- NeighborLink Service Area (2)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.15mi/800ft
 Dense Sparse

0 2.5 5 10 Miles

ORANGE COUNTY COMMISSION DISTRICT 6 FY2023 SERVICE SUMMARY



Total Passenger Activity - Fixed Route	11,029,204	<i>Boardings and Alightings</i>
Total Boardings - Fixed Route	5,462,676	<i>Monday-Tuesday Boardings</i>

NeighborLink Area	LYNX Routes
013 - Box Hill NeighborLink	3
041 - Williamsburg NeighborLink	7
	8
	11
	13
	15
	18
	19
	20
	21
	24
	25
	36
	37
	38
	40
	42
	44
	48
	49
	54
	57
	60
	61
	62
	105
	106
	107
	108
	125
	300
	301
	302
	303
	304
	311
	350
	418
	441
	443

Map Composition:
August 2024

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
NeighborLink (Reliantwise, Region of ADA) from District Geographic Data Compilation and Map production
HERE Data, Phiaromatics

This map product was prepared from a Geographic Information System (GIS) database maintained at location of our map facility in the City of Orange, Florida. The Central Florida Regional Transportation Authority (LYNX) is a Government Board. Its employees, agents and personnel make no warranty as to its accuracy, and is provided for reference to be obtained from the system project location. The Central Florida Regional Transportation Authority (LYNX) is a Government Board. Its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent or Secondary Use of any content on this map product should be obtained by any user of this map.



The NeighborLink (NL) is a flex service aimed to make it easier for residents living in less populated areas to make use of both local transportation and LYNX local bus system. Service hours vary by route. All service is available Monday through Saturday except in: Bona Ventura Lakes, Interlachen City-Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (3)
- Bus Stops (774)
- Sheltered Bus Stops (301)
- Access LYNX Customers (1316)
- Intersecting Routes (40)
- NeighborLink Service Area (2)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

0 0.75 1.5 3 Miles

Bus Stop Density - Interval 0.15mi/Block
Dense Sparse

Exhibit B

**Orange County Transit Service Costs
Description of Appropriated Amount
October 1, 2024 through September 30, 2025**

FY2025 Billing Schedule

October-24	\$6,912,785
November-24	\$6,912,785
December-24	\$6,912,785
January-25	\$6,912,785
February-25	\$6,912,785
March-25	\$6,912,785
April-25	\$6,912,785
May-25	\$6,912,785
June-25	\$6,912,785
July-25	\$6,912,785
August-25	\$6,912,785
September-25	\$6,912,780
Annual Funding Request from County	\$82,953,415

Exhibit C

Schedule Listing of LYNX Funding Partners

Operating Funding	FY2025 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 79,417,236	\$ 505,495	\$ 79,922,731
Osceola County	13,735,147	108,675	13,843,822
Seminole County	13,098,018	542,911	13,640,929
Subtotal	<u>106,250,401</u>	<u>1,157,081</u>	<u>107,407,482</u>
City of Orlando	4,003,006	-	4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight District	1,506,258	-	1,506,258
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>9,873,014</u>	<u>-</u>	<u>9,873,014</u>
Subtotal Operating Funding	<u>\$ 116,123,415</u>	<u>\$ 1,157,081</u>	<u>\$ 117,280,496</u>
<u>Capital Contributions</u>			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	<u>3,836,698</u>	<u>-</u>	<u>3,836,698</u>
Total Local Funds	<u>\$ 119,960,113</u>	<u>\$ 1,157,081</u>	<u>\$ 121,117,194</u>