



Interoffice Memorandum

February 18, 2022

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

FROM: Kurt N. Petersen, Manager, Office of Management & Budget

SUBJECT: Consent Agenda Item for March 8, 2022  
First Amendment to Bus Service Agreement 19-C62 by and between Central Florida Regional Transportation Authority d/b/a LYNX and Orange County, Florida

*K.N.P.*

On November 30, 2021, the Board approved an agreement with LYNX to provide enhancements to service within the International Drive Community Redevelopment Area by extending service hours of operations to better match hospitality work shifts and increased frequency of service. The First Amendment to Bus Service Agreement 19-C62 removes the monthly accounting of the actual cost of bus service prior to paying LYNX. The amount provided to LYNX will be paid according to Exhibit C in the approved agreement based on service hours. The funding amount of \$1,304,178 remains the same.

**ACTION REQUESTED: Approval and execution of First Amendment to Bus Service Agreement 19-C62 by and between Central Florida Regional Transportation Authority d/b/a LYNX (LYNX) and Orange County, Florida relating to the providing of bus service in the International Drive Community Redevelopment Area of Orange County, Florida.**

KP

Attachment

c: Carla Bell Johnson, Deputy County Administrator  
Renzo Nastasi, AICP, Manager, Transportation Planning Division  
Lucas Boyce, Assistant to the County Administrator

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**FIRST AMENDMENT TO BUS SERVICE AGREEMENT  
19-C62**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX  
(LYNX)**

and

**ORANGE COUNTY, FLORIDA**

relating to the providing of bus service in **the International Drive Community Redevelopment Area  
of Orange County, Florida**

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## **FIRST AMENDMENT TO BUS SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO BUS SERVICE AGREEMENT** (the “**Amendment**”) made and entered as of this 18th day of February 2022, by and between:

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX** (hereinafter referred to as “**LYNX**”), a body politic and corporate, created 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 within the International Drive Community Redevelopment Area identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

**WHEREAS**, the Parties agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area and executed a Bus Service Agreement to memorialize the terms and conditions with an effective date of December 8, 2021 (the “**Agreement**”); and

**WHEREAS**, the Parties desire to amend Section 6, entitled “Payment for Bus Service,” to remove the requirement that LYNX must provide a monthly accounting of the actual cost of bus service prior to ORANGE COUNTY providing payment to LYNX;

**NOW, THEREFORE**, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.
2. The Agreement shall remain in full force and effect except as specifically amended hereinbelow.
3. As provided for under the terms of this First Amendment to Bus Service Agreement, the Parties agree that Section 6 of the Agreement is hereby replaced and amended to read as follows:

**Section 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 Net

Monthly Cost of Bus Service (Exhibit C) based on service hours for a total fiscal year 2021-22 amount of \$1,304,178. 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  
c/o Renzo Nastasi, Transportation Planning Manager 4200 S. John Young Py,  
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 Monthly Payments set forth above.

c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service using 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 Monthly 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.

4. This Amendment incorporates all other terms and conditions as stated in the Agreement not otherwise modified herein.

5. The undersigned represents and warrants that they are authorized to bind their entities to the terms of this Amendment to the Agreement.

6. The Parties agree that no other amendment to the terms of the said Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

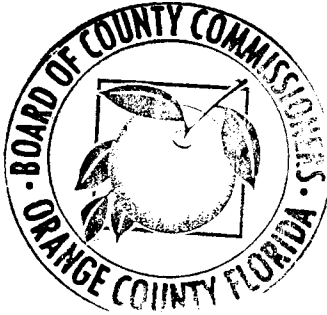
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IN WITNESS WHEREOF, the Parties have hereunto executed this First Amendment To Bus Service Agreement the day and year first above written.

Attest:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



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

Date: *8 March 2022*

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

By: *Emily Reivera*  
for Deputy Clerk

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: *[Signature]*  
Name: James E. Harrison, Esq., P.E.  
Title: Chief Executive Officer

Date: *2/10/22*

This First Amendment to Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: *Carrie L. Sarver*  
Name: Carrie L. Sarver, Esq., B.C.S.  
Title: Senior Staff Attorney

Date: *2/17/22*