

MEMORANDUM OF AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
D/B/A LYNX

for

TANGELO PARK TRANSIT FACILITIES CONTRIBUTION

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CENTRAL FLORIDA REGIONAL TRANSIT AUTHORITY  
d/b/a LYNX

for

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This Memorandum of Agreement (“Agreement”) is made and entered into by and between **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**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as “**COUNTY**”).

**RECITALS:**

**WHEREAS, LYNX** operates a public transit system that transports the public throughout the Central Florida area; and

**WHEREAS, LYNX** installs transit shelters along its routes for the comfort and convenience of its passengers; and

**WHEREAS, the COUNTY** is requesting transit improvements be made at or near Tangelo Park (“Neighborhood”) and desires that LYNX construct four new transit shelters and associated amenities (“Transit Shelters”) and install eight additional trash receptacles (“Receptacles”) and together with the Transit Shelters, the “Transit Facilities”) in the public right of way, as identified on Exhibit “A” (the “Location of Transit Facilities”), attached hereto and incorporated herein by reference, for the benefit of persons utilizing public transit to travel to and from the Neighborhood; and

**WHEREAS, the COUNTY** is willing to fund the costs, including design, permitting, engineering, shelter manufacture and construction, of constructing the Transit Facilities at neighboring bus stops (collectively, the “Tangelo Park Transit Project”), which costs are estimated to be Three Hundred Eighteen Thousand Four Hundred Eighty-eight and 26/100 Dollars (\$318,488.26) in total. LYNX has agreed to discount the total shelter contribution amount by Fifty-one Thousand Three Hundred and 00/100

Dollars (\$51,300.00), the amount LYNX previously planned to expend on shelter refurbishment. The revised total is Two Hundred Sixty-seven Thousand, One hundred Eighty-eight and 26/100 Dollars (\$267,188.26) (the "Contribution Amount").

**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-CONTRIBUTION**

- 1.1 **COUNTY** agrees to pay **LYNX** the Contribution Amount, which the parties agree will fully compensate **LYNX** for all costs of the Tangelo Park Transit Project. The Contribution Amount shall be paid by **COUNTY** to **LYNX** within 45 business days following the effective date of this Agreement.
- 1.2 **Maximum County Contribution Amount.** The maximum **County** contribution amount to **LYNX** is Two Hundred Sixty-seven Thousand, One hundred Eighty-eight and 26/100 Dollars (\$267,188.26) (the "Maximum County Contribution"). The Maximum County Contribution will remain fixed and shall not be increased without the parties executing an amendment to this Agreement.

### **Section 2- INSTALLATION OF TRANSIT FACILITIES BY LYNX**

- 2.1 **LYNX** shall have the sole responsibility and discretion for the design, permitting, engineering, and construction of the Transit Facilities, provided that the Transit Facilities shall be substantially in the locations depicted on Exhibit "A." **LYNX** shall be solely responsible for running the procurement process for, and entering into contracts regarding, all necessary construction-related goods and services to be used by **LYNX's** contractor including, but not limited to, structural and civil engineering specifications. It is currently contemplated that the Transit Shelters shall be built to a similar design as set forth on Exhibit "B," although **LYNX** may, in its sole discretion, modify such specifications as necessary for permitting and other considerations.
- 2.2 **LYNX** shall use the Contribution Amount solely for the purposes set forth herein, specifically, for the Tangelo Park Transit Project, in accordance with the terms hereof. In the event **LYNX** uses the Contribution Amount for anything other than the Tangelo Park Transit Project, or if the Tangelo Park Transit Project is not completed within eighteen (18) months from the effective date of this Agreement, **LYNX** agrees it shall reimburse the **COUNTY** the Contribution Amount within thirty (30) calendar days from receipt of a notice from **COUNTY** demanding such reimbursement.

### **Section 3 – OWNERSHIP; OPERATION; MAINTENANCE**

- 3.1 The Transit Facilities shall at all times remain the property of **LYNX**. The parties agree that **LYNX** will be solely responsible for all operation and maintenance of the Transit Facilities and that such Transit Facilities will be maintained and kept in a clean and orderly condition. Without limitation to the foregoing, **LYNX** will be responsible for cleaning, raking and disposing of cigarette butts, litter, and other debris, removing abandoned shopping carts and other large abandoned items, and trimming and maintaining all vegetation that is part of the Transit Facilities in a manner that is both attractive and safe, in each case not less than weekly or more frequently if needed, as well as regular pest control and the prompt repair of all structural damage, broken glass, graffiti, and broken lights. The foregoing notwithstanding, **COUNTY** shall be responsible for damage caused by **COUNTY** and/or its agents. In the event any of the Transit Facilities fall below the required standards, **COUNTY** shall have the right to request that **LYNX** bring such Transit Facility back up to such standard within thirty (30) days of receipt of notice from **COUNTY** of same. In the event the maintenance activities take longer than 30 days, **LYNX** will inform the **COUNTY** of the expected timeline.

#### **Section 4- SOVEREIGN IMMUNITY**

- 4.1 **LYNX** and **COUNTY** are governmental entities and, as such, are entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall be deemed to be a waiver by **LYNX** or **COUNTY** of any of its respective rights under said sovereign immunity.

#### **Section 5 – REMOVAL AND RELOCATION**

- 5.1 **COUNTY** shall be responsible for the full cost and expense of removal or relocation of any Transit Facilities made at the request of **COUNTY**.

#### **Section 6 – NO PARTNERSHIP**

- 6.1 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

#### **Section 7 – NOTICES**

- 7.1 Any notice, request, demand, approval, consent, or other communication which **LYNX** or **COUNTY** may be required or permitted to give to the other party shall be in writing and shall be emailed, mailed, or hand delivered to the other party at the addresses set forth below:

LYNX

Jennifer Hall, Senior Project Manager  
455 North Garland Avenue  
Orlando, FL 32801-1518  
E-mail : [jhall@golynx.com](mailto:jhall@golynx.com)

With copy to:

LYNX

Carrie L. Sarver, Esq., B.C.S.  
455 North Garland Avenue  
Orlando, FL 32801-1518  
E-mail : [csarver@golynx.com](mailto:csarver@golynx.com)

COUNTY:

Kurt N. Petersen, Director  
Orange County Office of Management and Budget  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801  
E-mail: [Kurt.Petersen@ocfl.net](mailto:Kurt.Petersen@ocfl.net)

With copy to:

DIVISION:

Raymond Williams, Manager, Engineering  
Public Works Department  
4200 S. John Young Parkway  
Orlando, Florida 32839  
E-mail: [Raymond.Williams@ocfl.net](mailto:Raymond.Williams@ocfl.net)

Krista Taraszewski  
International Drive CRA Project Manager  
Planning, Environmental and Developmental Services Department  
2450 33rd Street  
Orlando, FL 32839  
Email : [Krista.taraszewski@ocfl.net](mailto:Krista.taraszewski@ocfl.net)

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of

the following: (i) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (ii) the date of when same is hand delivered; (iii) the date delivered by overnight courier with confirmation of delivery required, or (iv) if delivered via email, upon receipt.

## **Section 8 – MISCELLANEOUS**

- 8.1 **Authorization:** COUNTY and LYNX hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of COUNTY or LYNX, respectively.
- 8.2 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.
- 8.3 **Choice of Law; Venue:** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.
- 8.4 **Attorney Fees:** In connection with any legal proceedings arising out of this Agreement, each party shall be responsible for its own costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy, or appellate proceedings.
- 8.5 **Effective Date.** This Agreement shall become effective upon the last of the signatures of the parties hereto.
- 8.6 **Time of Essence:** Time is of the essence of this Agreement.
- 8.7 **Severability:** If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.
- 8.8 **Interpretation of Agreement:** This Agreement shall be interpreted without giving effect to which party may have drafted this Agreement.
- 8.9 **Complete Agreement:** This Agreement constitutes complete agreement between the parties as to the matters set forth herein and may not be amended or modified except in a writing signed by both parties. The foregoing provision itself may not be modified orally, and the parties hereto shall not be entitled to rely

upon any statement, promise, or representation not herein expressed; specifically, the parties are aware and understand that **LYNX and COUNTY**, as public bodies are only bound by agreements actually signed by the proper authorized persons on their respective behalf. No person with **LYNX** or **COUNTY** has any “apparent authority.”

- 8.10 **Disclaimer of Third-Party Beneficiaries:** This Agreement is solely for the benefit of the **COUNTY** and **LYNX** and no right or cause of action shall accrue to or for the benefit of any third party.

**[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  
Orange County Mayor

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

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

By: \_\_\_\_\_

Deputy Clerk

Printed name: \_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

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

Reviewed as to Form:

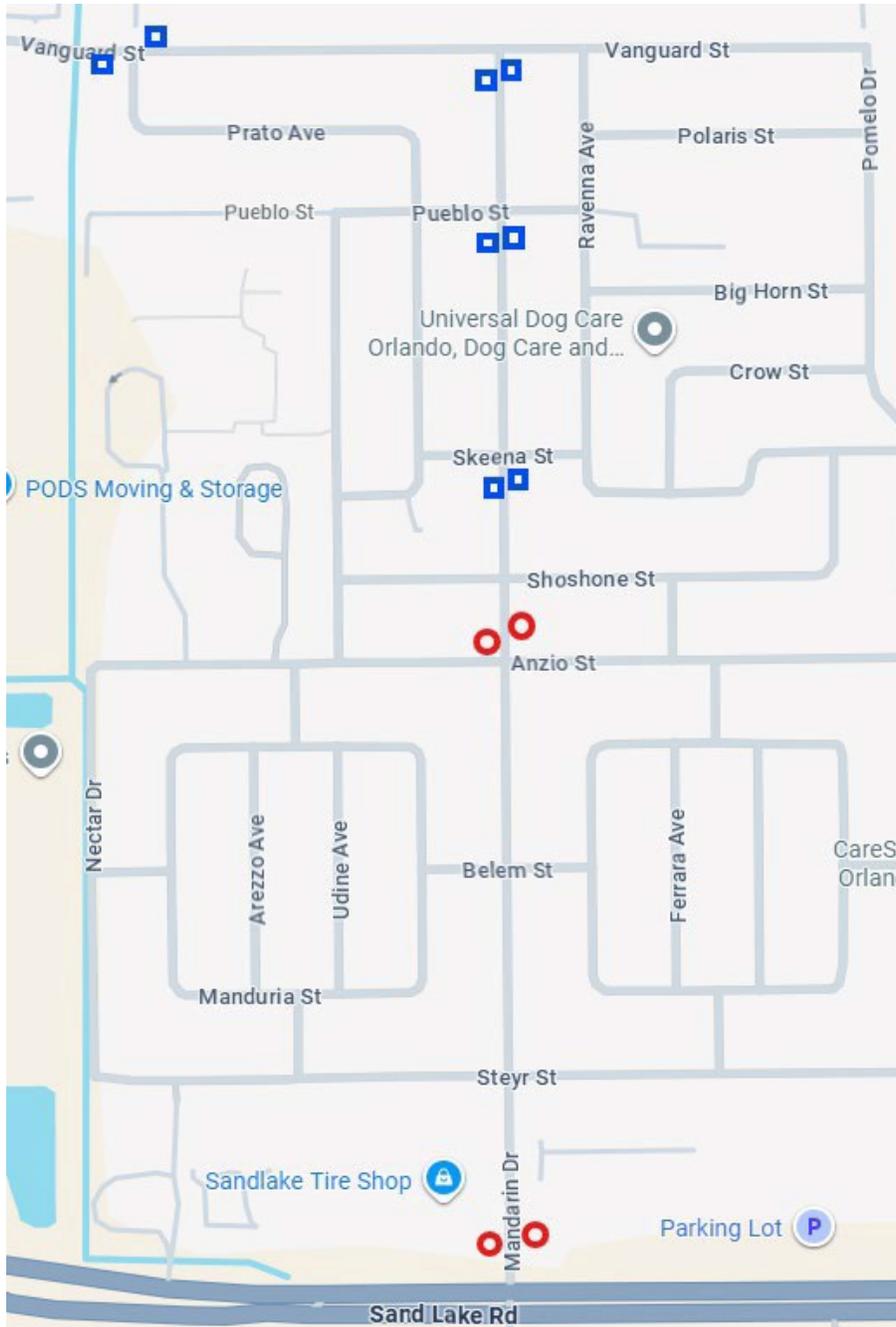
This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: \_\_\_\_\_  
Carrie L. Sarver, Esq., B.C.S.  
Senior In-House Counsel

# Exhibit “A”

## Location of Transit Facilities

*Anticipated locations of the Transit Shelters are indicated below by circles ○; squares □ indicate the approximate location of additional Receptacles. The actual location of the Transit Facilities will be subject to permitting, ground conditions, and other considerations.*



## Exhibit "B"

### Shelter Design

*Actual design is planned to have a perforated steel screen attached on either side, in between the shelter's legs, as requested by the CRA. Two of the sites are planned to have a 6'x13' shelter as pictured below. The other two sites are planned to have a 6'x9' shelter. All shelters will be designed in a custom RAL-8025 "Pale Brown" color.*

