ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memorandum**

October 11, 2021

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

**FROM:** **Carla Bell Johnson, AICP**
**Assistant County Administrator**
**County Administrator's Office**

**CONTACT:** **407-836-5610**

SUBJECT: October 26, 2021– Consent Item
LYNX Service Funding Agreement for FY 2021-22

As part of the adopted budget for FY 2021-22, Orange County appropriated a total of $54,590,239 to LYNX for the provision of public transportation services.

The proposed LYNX Service Funding Agreement for FY 2021-22 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.

**ACTION REQUESTED:** **Approval and execution of Service Funding Agreement by and between Orange County, Florida and Central Florida Regional Transportation Authority for FY 2021-22 in the amount of $54,590,239. All Districts.**

CBJ/es

Attachments

c: Byron W. Brooks, AICP, County Administrator
Kurt Petersen, Manager, Office of Management & Budget

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: October 26, 2021

# 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 created pursuant to Part III, 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 November 10, 2020 (the "**Prior Fiscal Year Funding Agreement**") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2020 to September 30, 2021 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, 2021; and

**WHEREAS,** the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 ("**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 meetings:

"**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, 2021 and ending on September 30, 2022.

"**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, 2021 and ending the following September 30, 2022.

"**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, 2022 and ending the following September 30, 2023.

"**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, 2021 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, 2022 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 Office of Management and Budget and Office of Regional Mobility 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 ; and

(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 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 Statues, 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<br>P.O. Box 1393<br>Orlando, Florida 32802-1393<br>Attn: Byron W. Brooks, AICP, County Administrator |
| With copy to: | Orange County Office of Management and Budget<br>P.O. Box 1393<br>Orlando, Florida 32802-1393<br>Attn: Manager, OMB |
| As to LYNX: | Central Florida Regional Transportation Authority<br>455 North Garland Avenue<br>Orlando, Florida 32801-1518<br>Attn: James E. Harrison, Esq., P.E., Chief Executive Officer |
| With copy to: | Central Florida Regional Transportation Authority<br>455 North Garland Avenue<br>Orlando, Florida 32801-1518<br>Attn: Leonard Antmann, Chief Financial Officer |
| With a copy to: | Central Florida Regional Transportation Authority<br>455 North Garland Avenue<br>Orlando, Florida 32801-1518<br>Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney |

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, 2021. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2022, 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.

24. **Addendum**. There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

**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 first written hereinabove.

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

By: _____
Deputy Clerk

For the use and reliance of Orange County only. Approved as to form and legal sufficiency.

_____
County Attorney

**FUNDING PARTNER:**

**BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA**

By: _____
for Jerry L. Demings, County Mayor

Date: October 26, 2021

## SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

By: _____
Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: 9/23/21

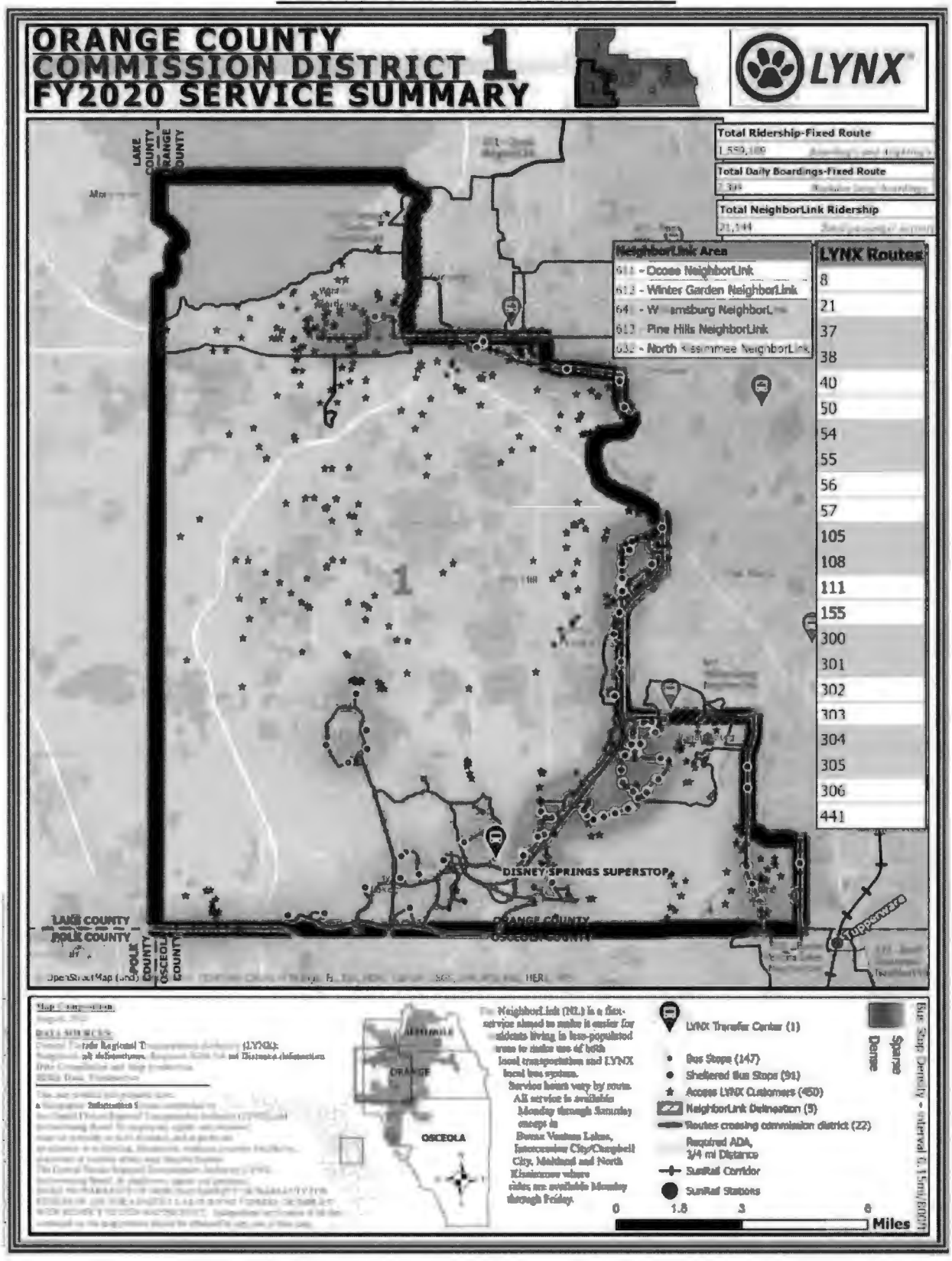
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

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

Date: 9/23/21

**Exhibit "A"**

**DESCRIPTION OF SERVICE AREA**



# ORANGE COUNTY COMMISSION DISTRICT 2 FY2020 SERVICE SUMMARY

LYNX

**Total Ridership-Fixed Route**
1,809,784

**Total Daily Boardings-Fixed Route**
7,306

**Total NeighborLink Ridership**
12,631

**NeighborLink Area**
- 611 - Ocoee NeighborLink
- 612 - Winter Garden NeighborLink
- 613 - Pine Hills NeighborLink

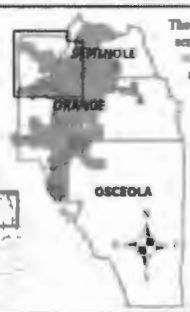
**LYNX Routes**
1, 9, 23, 25, 44, 48, 49, 54, 105, 106, 125, 300, 301, 302, 405, 443, 436N

APOPKA SUPERSTOP
SEMINOLE COUNTY
ROSEMONT SUPERSTOP
PINE HILLS TRANSFER CENTER
WEST OAKS MALL SUPERSTOP
LAKE COUNTY
ORANGE COUNTY
Church Street

**Map Composition:**
August, 2021

**DATA SOURCES:**
Central Florida Regional Transportation Au
NeighborLink delineations. Required ADA
Data Compilation and Map production.
HERE Data; Planimetrics

This map product was prepared
Central Florida Regional T
its Governing Board. Its employees, agents and personnel,
makes no
and in particular
The Central Florida Regional
IMPLIED
contained




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

LYNX Transfer Center (4)
Bus Stops (434)
Sheltered Bus Stops (59)
Access LYNX Customers (999)
NeighborLink Delineation (3)
Routes crossing commission district (17)
Required ADA, 3/4 mi Distance
SunRail Corridor
SunRail Stations

Bus Stop Density - Interval 0.1mi/0.02mi
Sparse
Dense

0 1.25 2.5 5 Miles

# ORANGE COUNTY COMMISSION DISTRICT 3 FY2020 SERVICE SUMMARY

LYNX

Total Ridership-Fixed Route

Total Daily Boardings-Fixed Route

Total NeighborLink Ridership

NeighborLink Area

LYNX Routes

3, 6, 7, 8, 11, 13, 15, 18, 28, 29, 37, 38, 40, 42, 50, 51, 60, 62, 104, 107, 111, 300, 441, 4365

AdventHealth

LYNX Central Station

Church Street

Orlando Health/Amtrak

DIXIE BELLE DR AND GATLIN AVE TRANSFER CENTER

Sand Lake Road

Map Composition:

DATA SOURCES

SEMINOLE

ORANGE

OSCEOLA

The NeighborLink [illegible] is a flex-service [illegible] to make it easier for residents living in less populated areas to make use of both fixed transportation and LYNX [illegible]

Service hours may by zone. All service is available Monday through Saturday except in Buena Ventura Lakes, [illegible] Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

LYNX Transfer Center (1)

Bus Stops (468)

Sheltered Bus Stops (161)

Access LYNX Customers (915)

Routes crossing commission district (24)

Required ADA, 3/4 mi Distance

SunRail Corridor

SunRail Stations

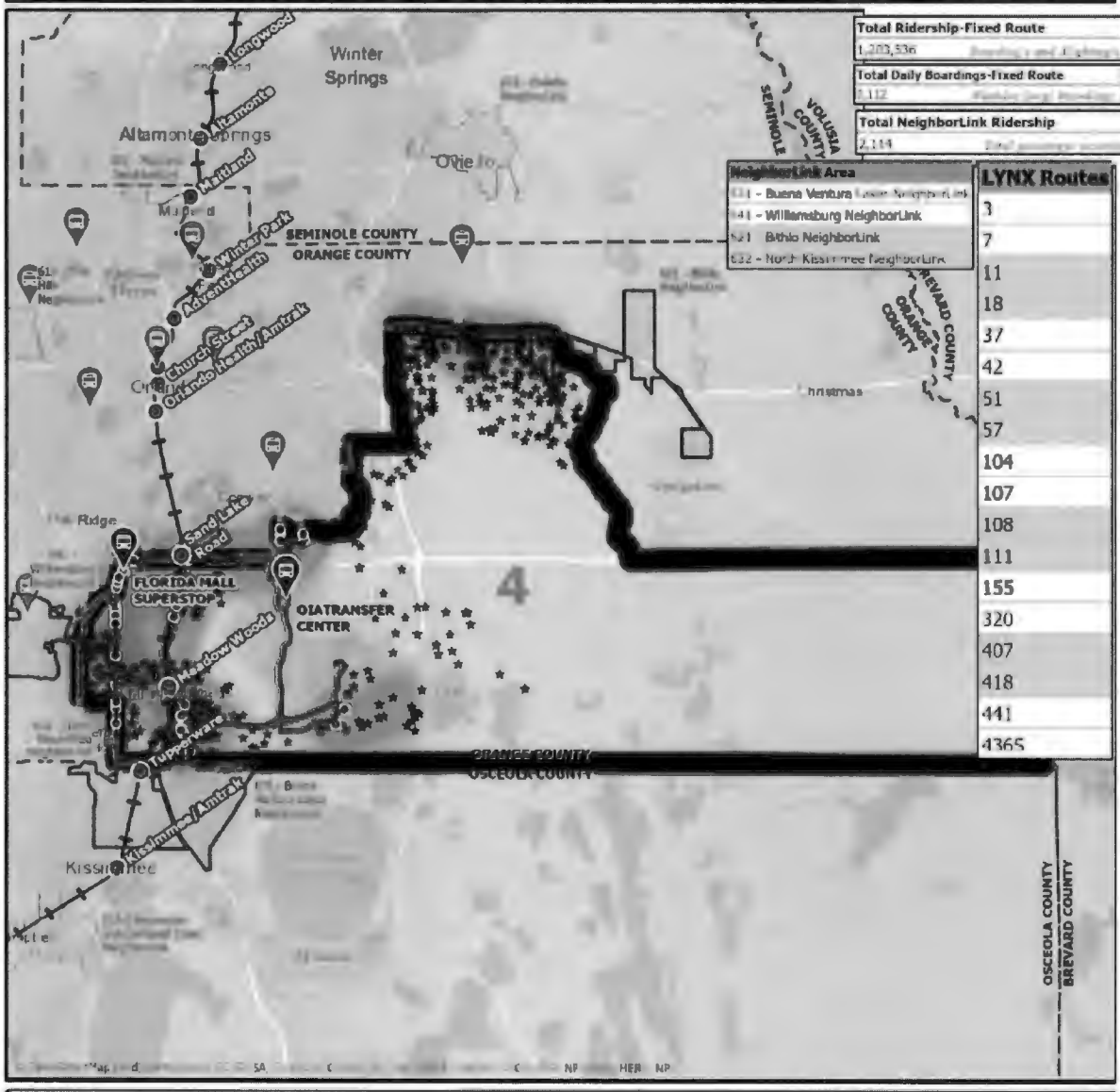
Bus Stop Density - Interval 0.1 miles

Sparse

Dense

0 0.75 1.5 3 Miles

# ORANGE COUNTY COMMISSION DISTRICT 4 FY2020 SERVICE SUMMARY



# ORANGE COUNTY COMMISSION DISTRICT 5 FY2020 SERVICE SUMMARY

LYNX

Total Ridership-Fixed Route

Total Daily Boardings-Fixed Route

Total NeighborLink Ridership

NeighborLink Area

621 - Bithlo NeighborLink

652 - Maitland NeighborLink

LYNX Routes

Winter Springs

Altamonte Springs

Longwood

Lake Mary

Maitland

SEMINOLE COUNTY

ORANGE COUNTY

WINTER PARK VILLAGE TRANSFER CENTER

UCF CAMPUS SUPERSTOP

LYNX Central Station

COLONIAL PLAZA SUPERSTOP

LYNX CENTRAL STATION

Sand Lake Road

Meadow Woods

Tupperware

Kissimmee/Amtrak

ORANGE COUNTY

OSCEOLA COUNTY

VOLUSIA COUNTY

BREVARD COUNTY

5

Christmas

Map Composition

DELIVERABLE

Central Florida Regional Transportation Authority

NeighborLink delineations, Required ADA

Data Compilation and Map production

MERE Data, Planimetrics

OSCEOLA

The NeighborLink (NL)

local transportation and LYNX

All service

Monday

except in

Buena Ventura Lakes,

Kissimmee where

rides are available Monday

LYNX Transfer Center (4)

Bus Stops (514)

Sheltered Bus Stops (100)

Access LYNX Customers (642)

NeighborLink Delineation (2)

Routes crossing commission district (42)

Required ADA, 3/4 mi Distance

SunRail Corridor

SunRail Stations

0 2.5 5 10 Miles

Bus Stop Density - interval 0.1 Sq/mi

Dense

Sparse

# ORANGE COUNTY COMMISSION DISTRICT 6 FY2020 SERVICE SUMMARY

LYNX

Total Ridership-Fixed Route

Total Daily Boardings-Fixed Route

Total NeighborLink Ridership

NeighborLink Area

641 - Williamsburg NeighborLink

613 - Pine Hills NeighborLink

LYNX Routes

Shores

Orlando

Bay Hill

Doctor Philips

Pine Castle

Sand Lake

6

WASHINGTON SHORES SUPERSTOP

LYNX Central Station

Church Street

Orlando Health/Amber

DESTINATION PARKWAY SUPERSTOP

SEMINOLE

ORANGE

OSCEOLA

The NeighborLink (NL) is a fare-free 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.

All service is available Monday through Saturday except in Buena Ventura Lakes, Intersection of the Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

LYNX Transfer Center (2)

Bus Stops (755)

Sheltered Bus Stops (301)

Access LYNX Customers (1,205)

NeighborLink Delineation (2)

Routes crossing commission district (39)

Required ADA, 3/4 mi Distance

SunRail Corridor

SunRail Stations

Dense

Sparse

0 1 2 4 Miles

**Exhibit "B"**

# Orange County Transit Service Costs

**Description of Appropriated Amount**
**October 1, 2021 through September 30, 2022**

***FY2022 Billing Schedule***

| | |
|---|---|
| October-21 | $4,549,187 |
| November-21 | $4,549,187 |
| December-21 | $4,549,187 |
| January-22 | $4,549,187 |
| February-22 | $4,549,187 |
| March-22 | $4,549,187 |
| April-22 | $4,549,187 |
| May-22 | $4,549,187 |
| June-22 | $4,549,187 |
| July-22 | $4,549,187 |
| August-22 | $4,549,187 |
| September-22 | $4,549,182 |
| **Annual Funding Request from County** | **$54,590,239** |

## Exhibit "C"

## FUNDING MODEL INFORMATION

| | FY2022 Funding Model Amount | Additional Capital * | FY2022 Funding Agreement |
|---|---|---|---|
| **Operating Funding** | | | |
| Orange County | $ 52,805,637 | | $ 52,805,637 |
| Osceola County | 9,482,620 | - | 9,482,620 |
| Seminole County | 9,133,862 | | 9,133,862 |
| Subtotal | $ 71,422,119 | $ - | $ 71,422,119 |
| City of Orlando* | $ 4,003,006 | $ 1,168,824 | $ 5,171,830 |
| City of Orlando - LYMMO | 2,808,917 | - | 2,808,917 |
| FDOT (SunRail Feeder Route) | 1,665,975 | - | 1,665,975 |
| Reedy Creek | 345,354 | - | 345,354 |
| Altamonte Springs | 120,900 | - | 120,900 |
| City of Sanford | 93,000 | - | 93,000 |
| Subtotal | $ 9,037,152 | $ 1,168,824 | $ 10,205,976 |
| Subtotal Operating Funding | $ 80,459,271 | $ 1,168,824 | $ 81,628,095 |
| **Capital Contributions** | | | |
| Orange County | $ 1,784,602 | $ - | 1,784,602 |
| Osceola County | 251,570 | - | 251,570 |
| Seminole County | 227,473 | - | 227,473 |
| Subtotal | $ 2,263,645 | $ - | $ 2,263,645 |
| Total Local Funds | $ 82,722,916 | $ 1,168,824 | $ 83,891,740 |

*Local match towards vehicle replacement.