
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Annual Service Funding Agreement with LYNX for Public Transit Services - Fiscal Year 2010

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Alison Stettner

CONTACT: Dick Boyer

EXT: 7382

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Service Funding Agreement by and between Seminole County, Florida and LYNX for Fiscal Year 2010.

County-wide

Dick Boyer

BACKGROUND:

Attached is the proposed interlocal service funding agreement between the County and the Central Florida Regional Transportation Authority (LYNX) to provide fixed bus route service and paratransit services to County residents and businesses.

On September 22, 2009, the Board approved the County's Fiscal Year 2009/2010 budget. The budget appropriated \$4,391,342 for transit services to be provided by the LYNX. The funding is included in the Mass Transit Fund, 10102-110203-530340, for \$4,175,342 and the U.S. 17/92 Redevelopment District Community Redevelopment Agency Fund, 13300-011102-580811, for \$216,000 totaling \$4,391,342.

In addition to the County payment for LYNX services, the cities of Altamonte Springs and Sanford will pay LYNX directly \$130,000 and \$100,000 respectively, in support of fixed route services associated with their Developments of Regional Impact.

As in past years, the City of Oviedo has budgeted a contribution of \$76,231 toward the cost of Link 47 and American Disability Act paratransit service to City residents. This amount has been paid directly to the County, offsetting the County's annual payment to LYNX. Since budgeting its contribution earlier this year, changes to bus routing in the Oviedo area (noted below under Exhibit A) will reduce the cost of the fixed bus service by approximately 31% - from \$557,451 to \$368,248. (The money saved is being used to fund enhancements in other portions of the County as described below under Exhibit A.) The City will be reassessing the amount of its contribution based on this change. The County will invoice the City during the fiscal year for the amount approved by the City.

Attached to the Agreement and made part of the Agreement are two exhibits and an addendum:

1. Exhibit A - Provides a map of each fixed bus route that the interlocal agreement covers. The changes being made in December 2009 were presented to the Board at the August 5th

Worksession by LYNX Executive Director Linda Watson. Since that time, the changes have been presented for review and comment to riders and citizens via notices, public meetings and public hearings. Further outreach to existing riders and potential riders regarding the changes will be done during the months of November and December. The changes are as follows:

a. Two routes will be extended in December 2009 – the Link 103 serving US 17-92 from Seminole Center north to the Central Florida Regional Hospital on alternate trips and Link 45 serving Lake Mary Boulevard from Lake Emma across I-4 to Convergys and the Seminole State College (SSC) campus on International Parkway.

b. Two routes will be revised in December 2009 to provide service to new areas and enhance service timing – Link 34 will serve the Health Department, W. Airport Blvd and the west side of downtown Sanford to the Central Florida Regional Hospital (CFRH). Link 46 will be split into a Link 46 East service running between the CFRH and Midway, and a Link 46 West service running between the CFRH and the Seminole Towne Mall.

c. Link 47 serving the Oviedo area will be discontinued. In its place, a call-for-pickup shuttle service area covering most of the City including the Seminole State College southeastern campus will be instituted and Link 434 will be extended from the Oviedo Mall to University of Central Florida.

2. Exhibit B - Provides a breakout of the major costs making up the County's payment for FY 2010 as well as the cost of each bus route. Note that the Cities of Altamonte Springs and Sanford provide a total of \$230,000 in service funding directly to LYNX.

Addendum to Agreement – The Addendum page allows for any unique local issues to be addressed without changing the basic contract prepared for all LYNX service partners. The Addendum restates the County's payment plan and notes the separate city payments made by Altamonte Springs and Oviedo.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Service Funding Agreement by and between Seminole County, Florida and LYNX for Fiscal Year 2010.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- Budget Review (Betty Newton, Lisa Spriggs)
- County Attorney Review (Arnold Schneider)

SERVICE FUNDING AGREEMENT
by and between
SEMINOLE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford Florida 32771 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created 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 January 27, 2009 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2008 to September 30, 2009 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, 2009; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2009 and ending on September 30, 2010 (**“Fiscal Year”**) to support LYNX’s Public Transportation services for such fiscal year; 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.

“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.

“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).

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2009 and ending the following September 30, 2010.

“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 include 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, 2010 and ending the following September 30, 2011.

“**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 or 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, 2009 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.

(b) **Next Fiscal Year.**

(i) 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.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that Amount. This New Appropriated Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount under clause (iv)), shall be paid in equal monthly installments (the "**Post-Termination Payment**") due on the first day of each month commencing October 1, 2010 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that 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 receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in this subparagraph (b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Next Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth the New Appropriated Amount for the Next Fiscal Year by December 31, 2010, then 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, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

(d) 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 Growth Management Departments 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, 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 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.

- (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) 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.

(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 paragraph 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 Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

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 Contract 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: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: Cynthia A. Coto, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Planning and Development Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Fiscal Services Director

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Linda S. Watson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Albert J. Francis, II, Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

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 the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2010, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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 (1) 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: _____

Clerk to the Board of County
Commissioners of Seminole County,
Florida

For the use and reliance of Seminole
County only.

Approved as to form and legal sufficiency.

County Attorney

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

By: _____

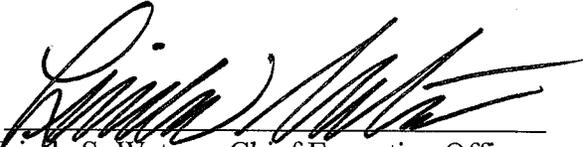
Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2009 regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

By: 
Linda S. Watson, Chief Executive Officer

Date: 11/2/09

AKERMAN SENTERFITT,
Counsel for LYNX

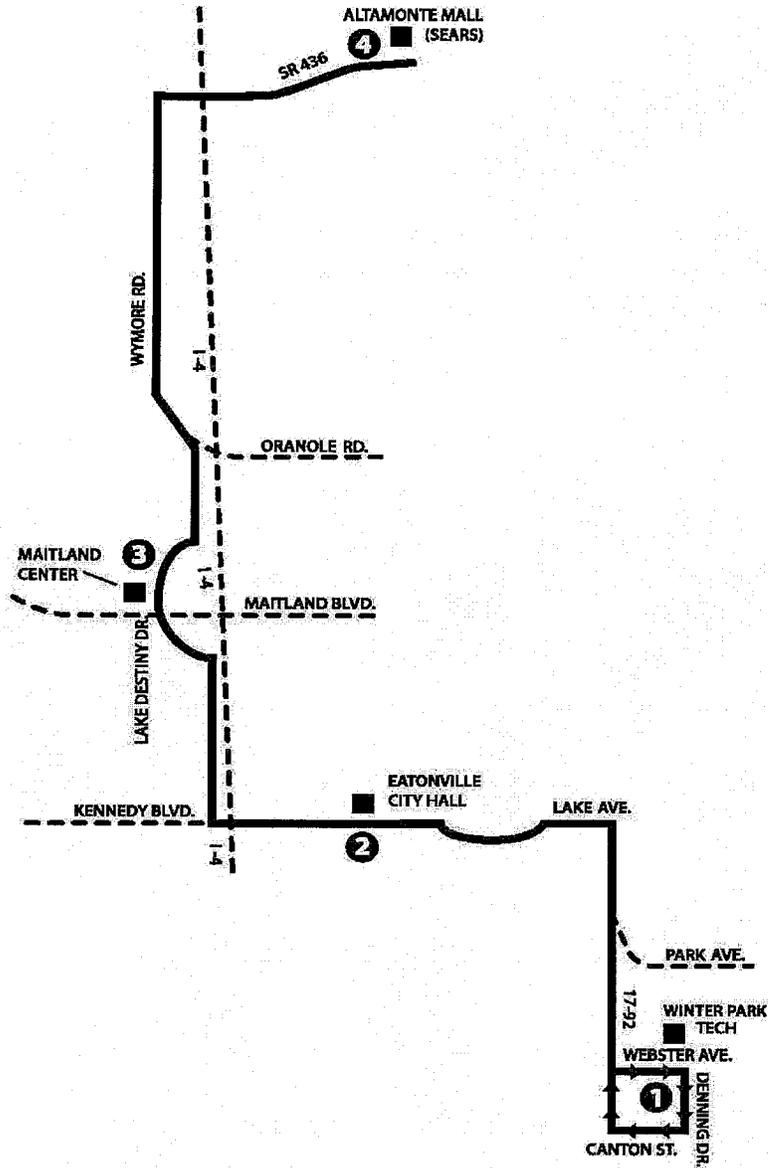
By: 
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

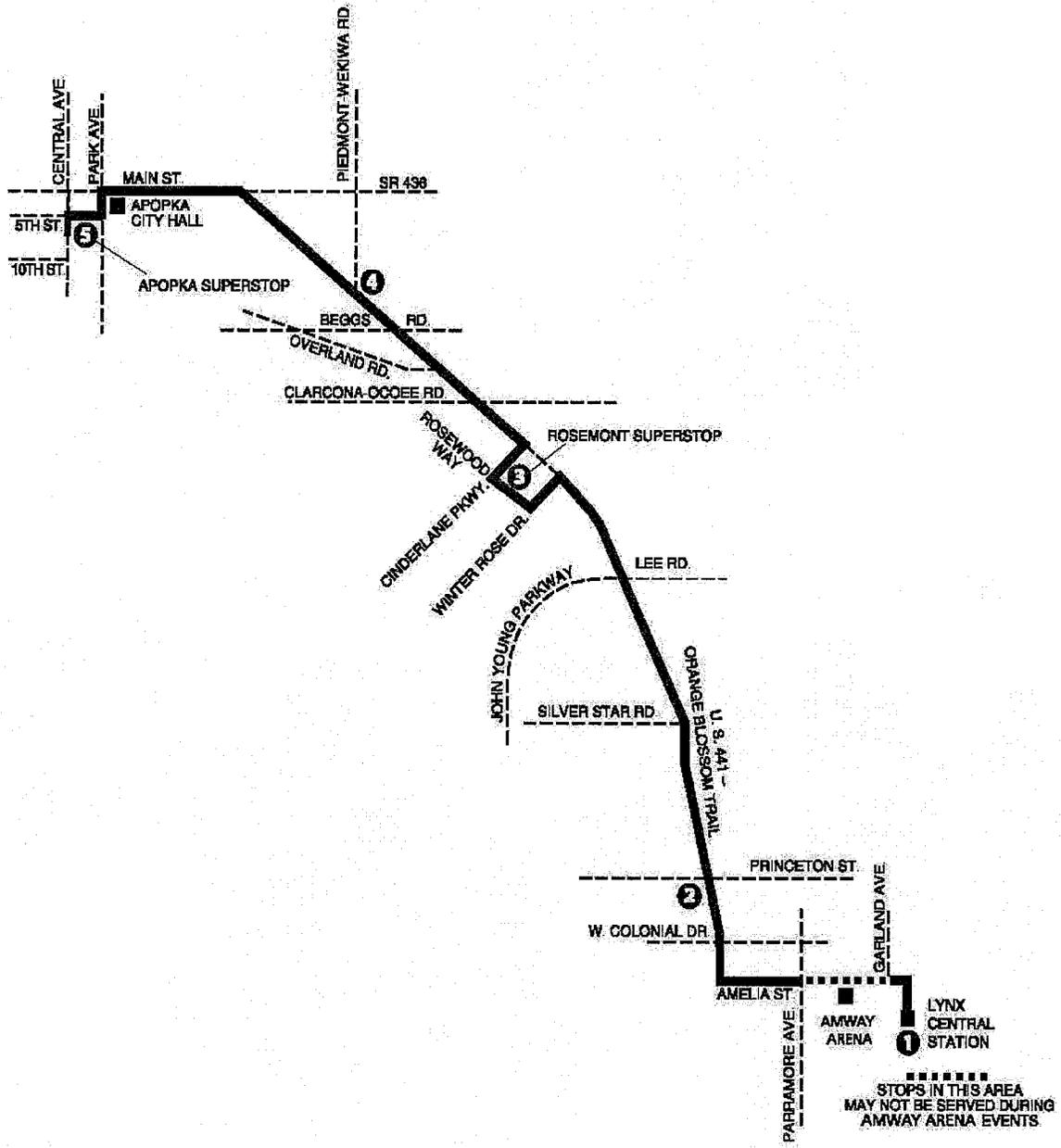
LINK 1 Winter Park/Altamonte Springs

Servicing: Winter Park Tech, Eatonville, Maitland Center, and Altamonte Mall



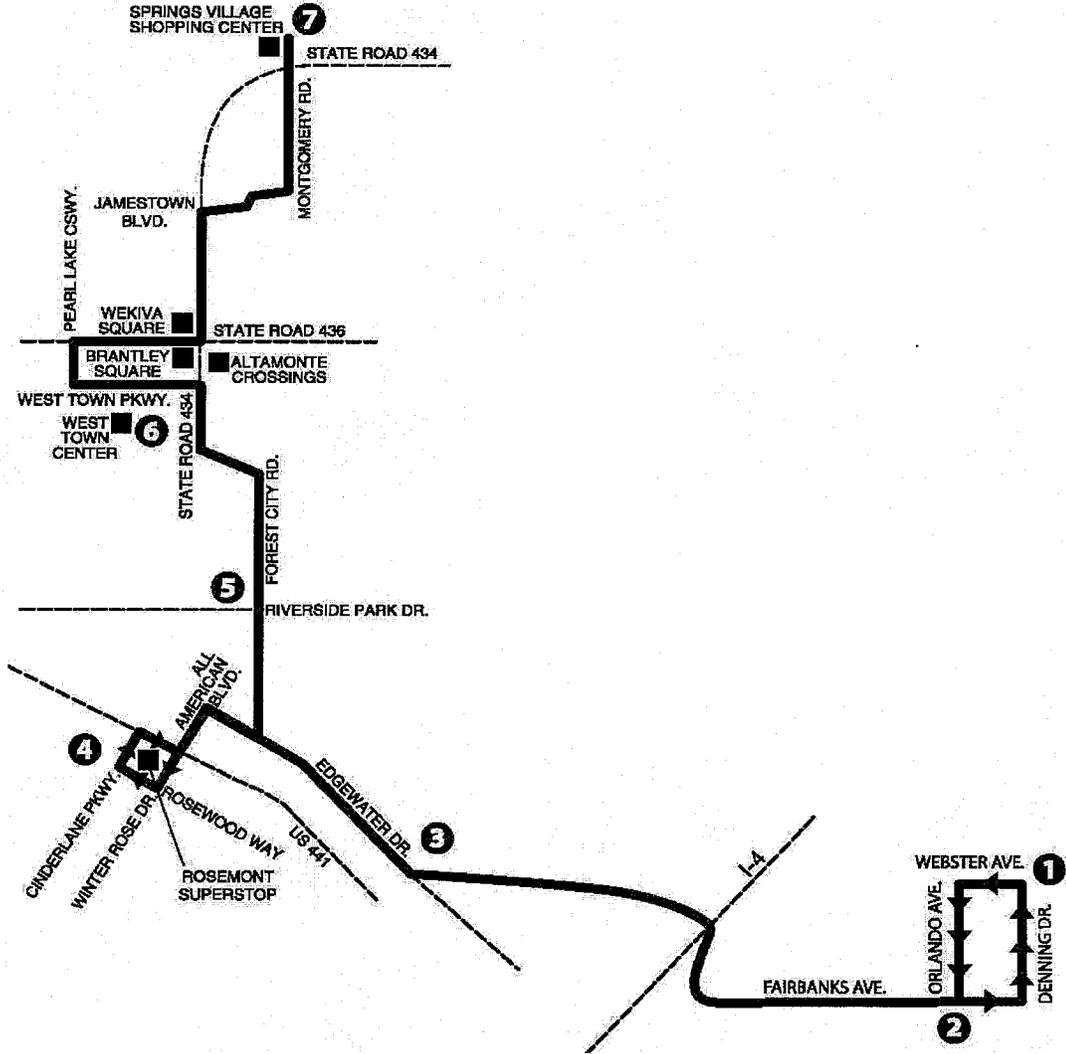
Link 17 N. US 441/Apopka

Serving: LYNX Central Station, OCPS Educations Leadership Center, Amway Arena, Fairvilla, Rosemont Superstop, Lockhart, Apopka City Hall, and Apopka Superstop



LINK 23 Winter Park/Springs Village

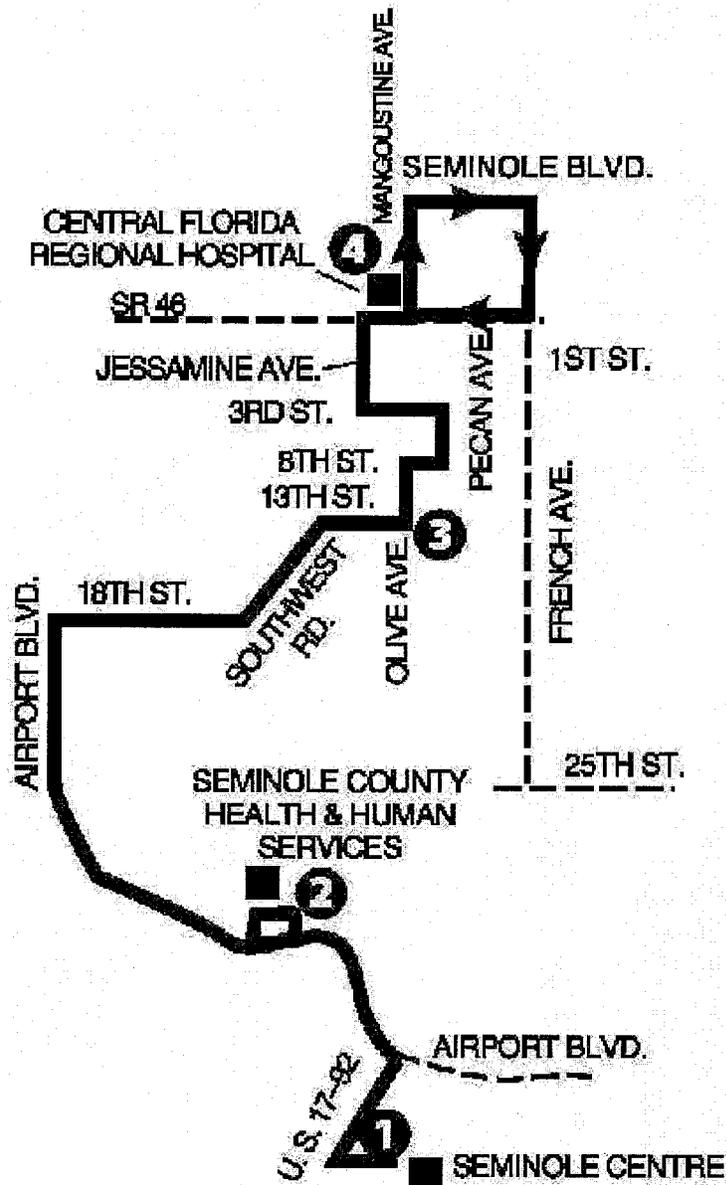
Serving: Winter Park Tech, Rosemont Superstop, West Town Center, and Springs Village Shopping Center



LINK 34 Sanford/Goldsboro

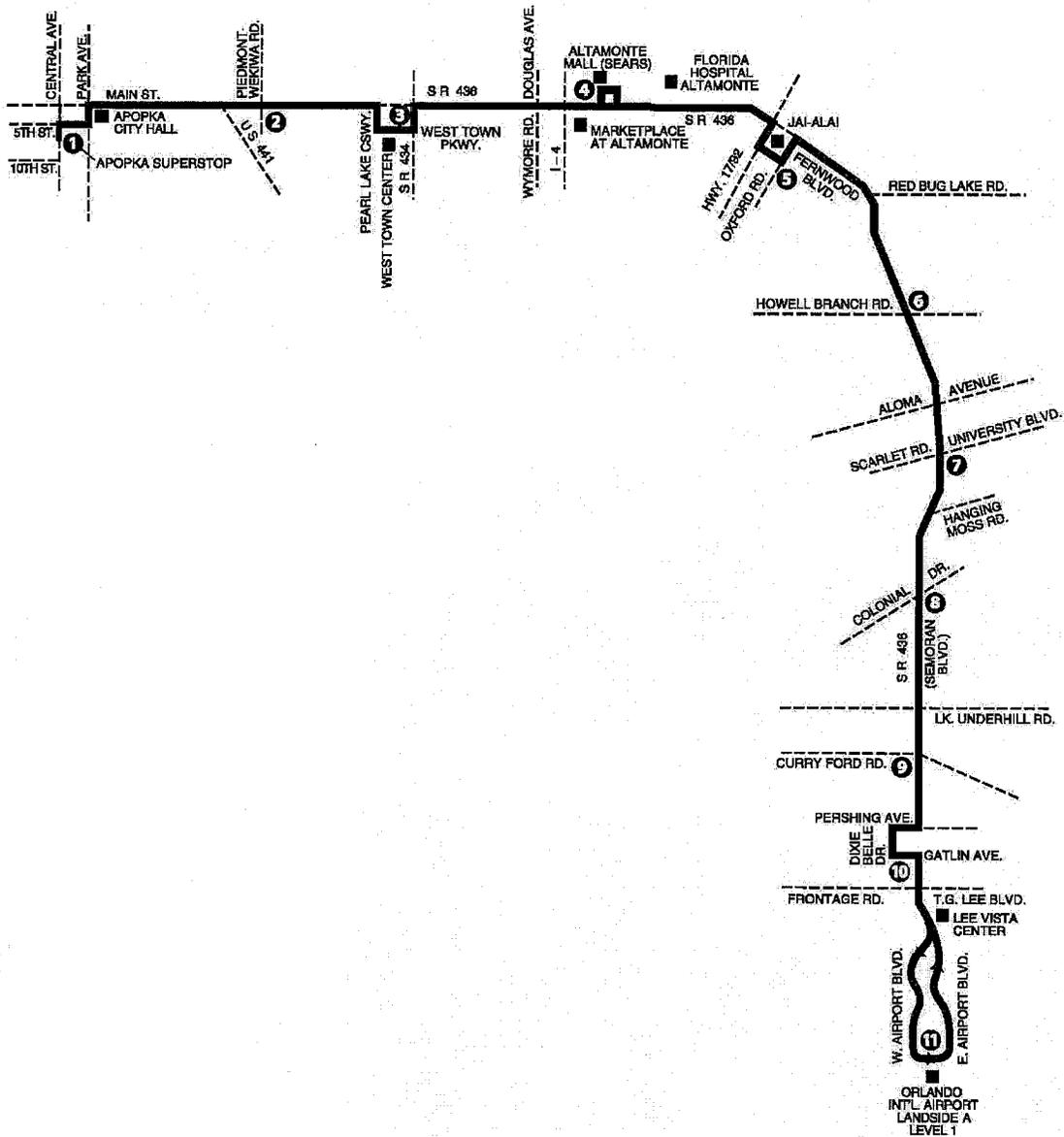
Serving: Seminole Centre, Seminole County Health & Human Services, 13th Street & Olive Ave. and Central Florida Regional Hospital

Note: Effective December 6, 2009, service changes include eliminating the alternating loop travel and beginning bi-directional service along with realigning the service to serve the west side of Sanford via Airport Boulevard.



LINK 41 SR 436 Crosstown

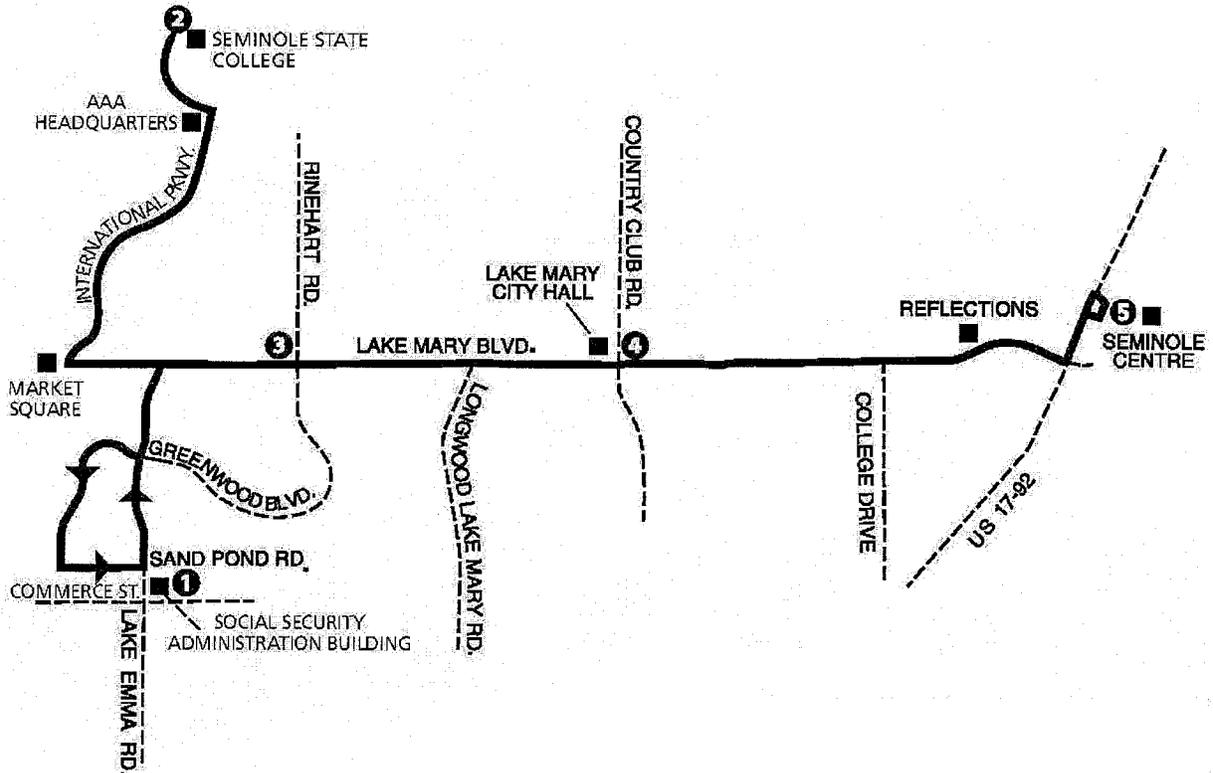
Serving: Apopka, Apopka Superstop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, Casselberry, Azalea Park, and Orlando International Airport



LINK 45 Lake Mary

Serving: North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, AAA Headquarters and Seminole State College

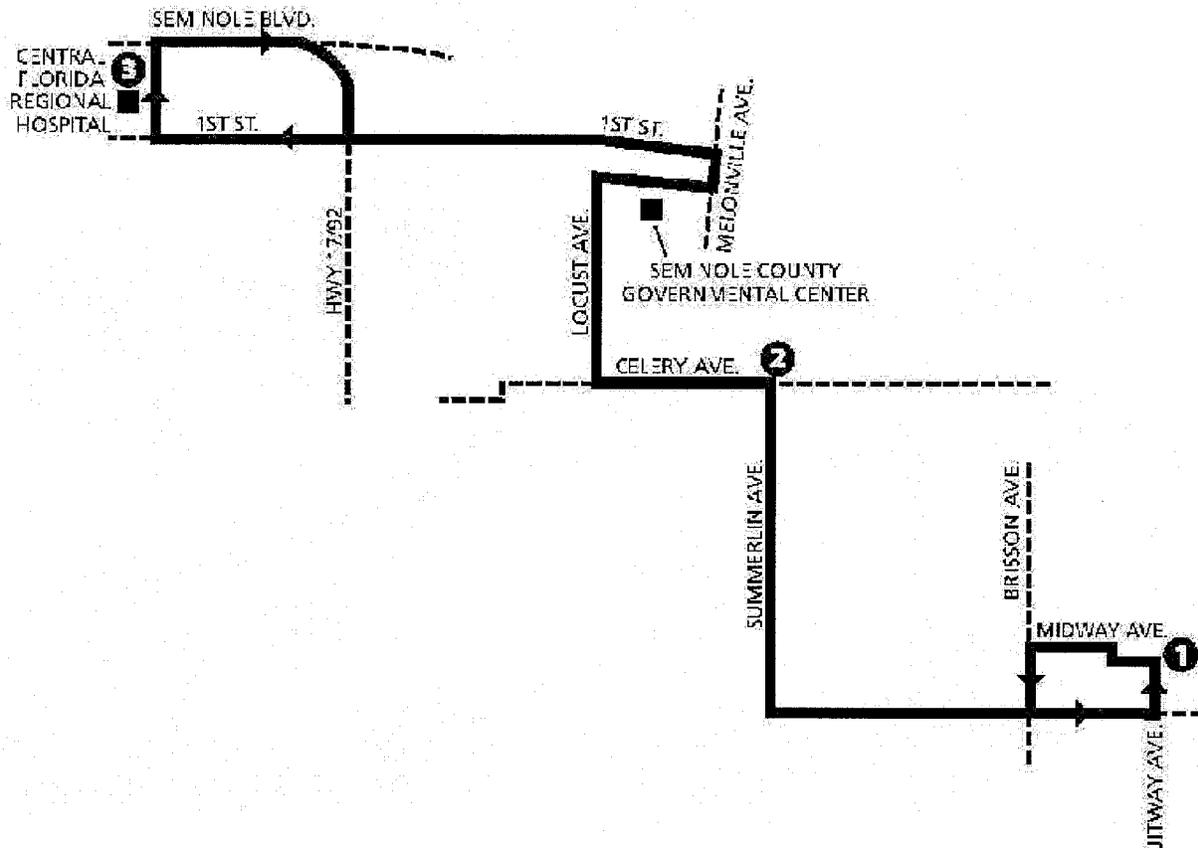
Note: Effective December 6, 2009, service extends west of I-4 to serve Seminole State College on International Parkway.



LINK 46E Central Florida Regional Hospital/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital and Seminole County Governmental Center

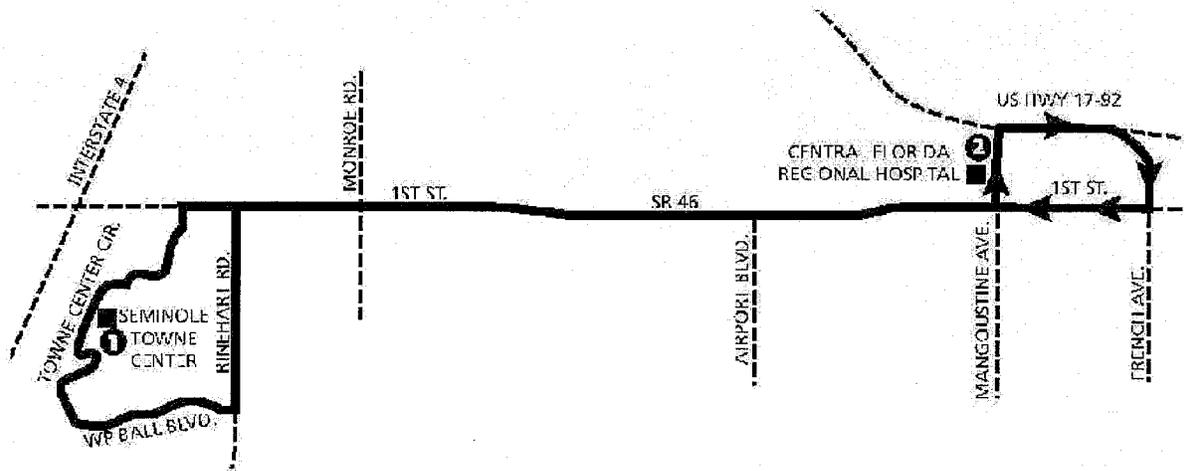
Note: Effective December 6, 2009, this route will serve the east side of Sanford currently covered by Link 34.



LINK 46 W W. SR 46 / Seminole Towne Center

Serving: Seminole Towne Centre, Walmart Rinehart Rd., Super Target Rinehart Rd., Central Florida Regional Hospital, and Downtown Sanford

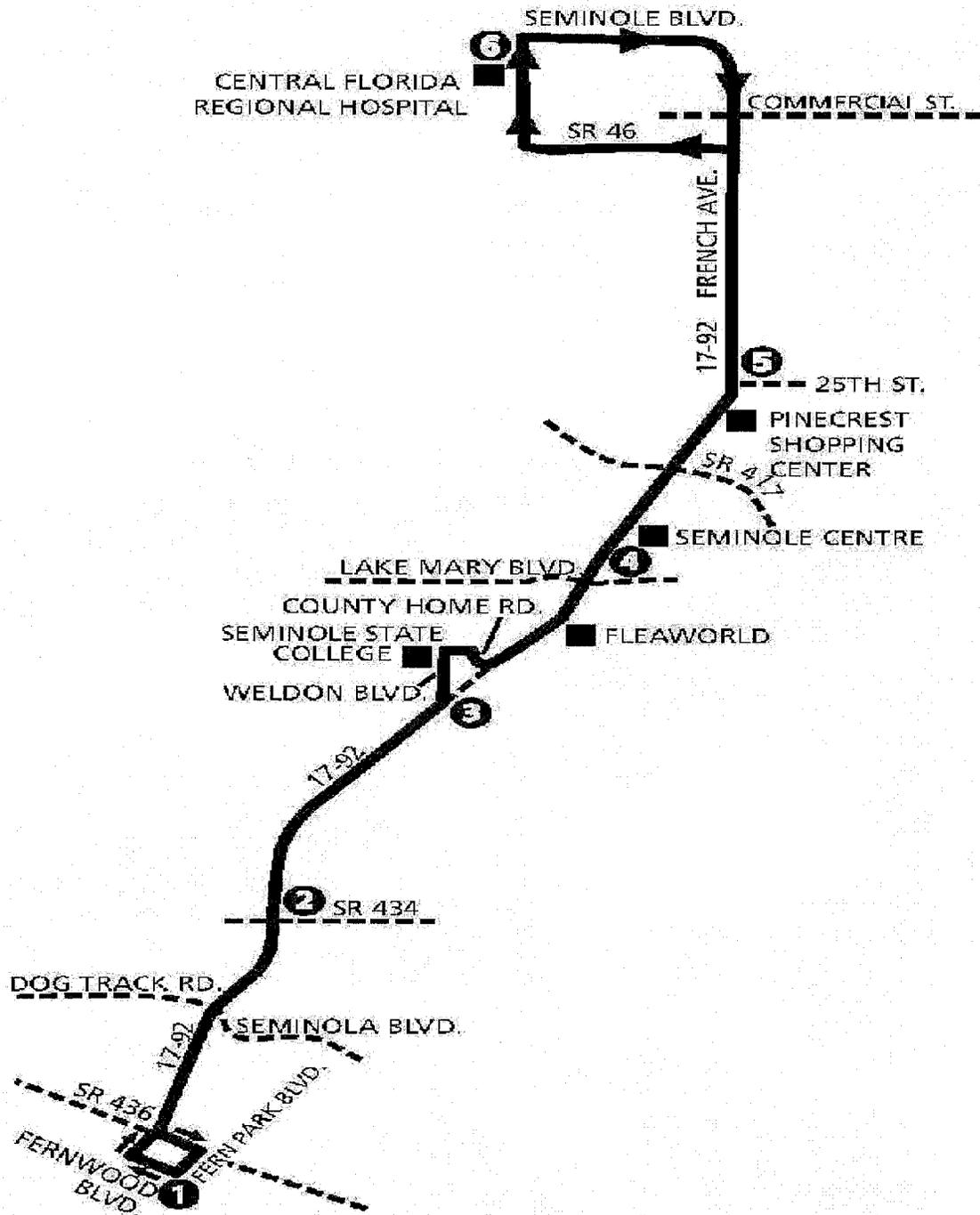
Note: Effective December 6, 2009, this route will service the west side of Sanford previously served by Link 46.



LINK 103 North 17/92 Sanford

Serving: Jai-Alai, Seminole Community College, Seminole County Courthouse, FleaWorld, Central Florida Regional Hospital, Seminole Center Walmart, and Seminole State College

Note: Effective December 6, 2009, every other Link 103 trip will be extended from Seminole Center to Central Florida Regional Hospital in Sanford via 17-92.



PickUpLine 622 Oviedo

Serving: The Master's Academy High School, Alafaya Woods, Mitchell Hammock Rd., Jackson Heights, Broadway St., Oviedo High School, Oviedo Marketplace, and Seminole State College

Note: Effective December 6, 2009, new pick up line for the area east of Alafaya Trail previously served by Link 47.

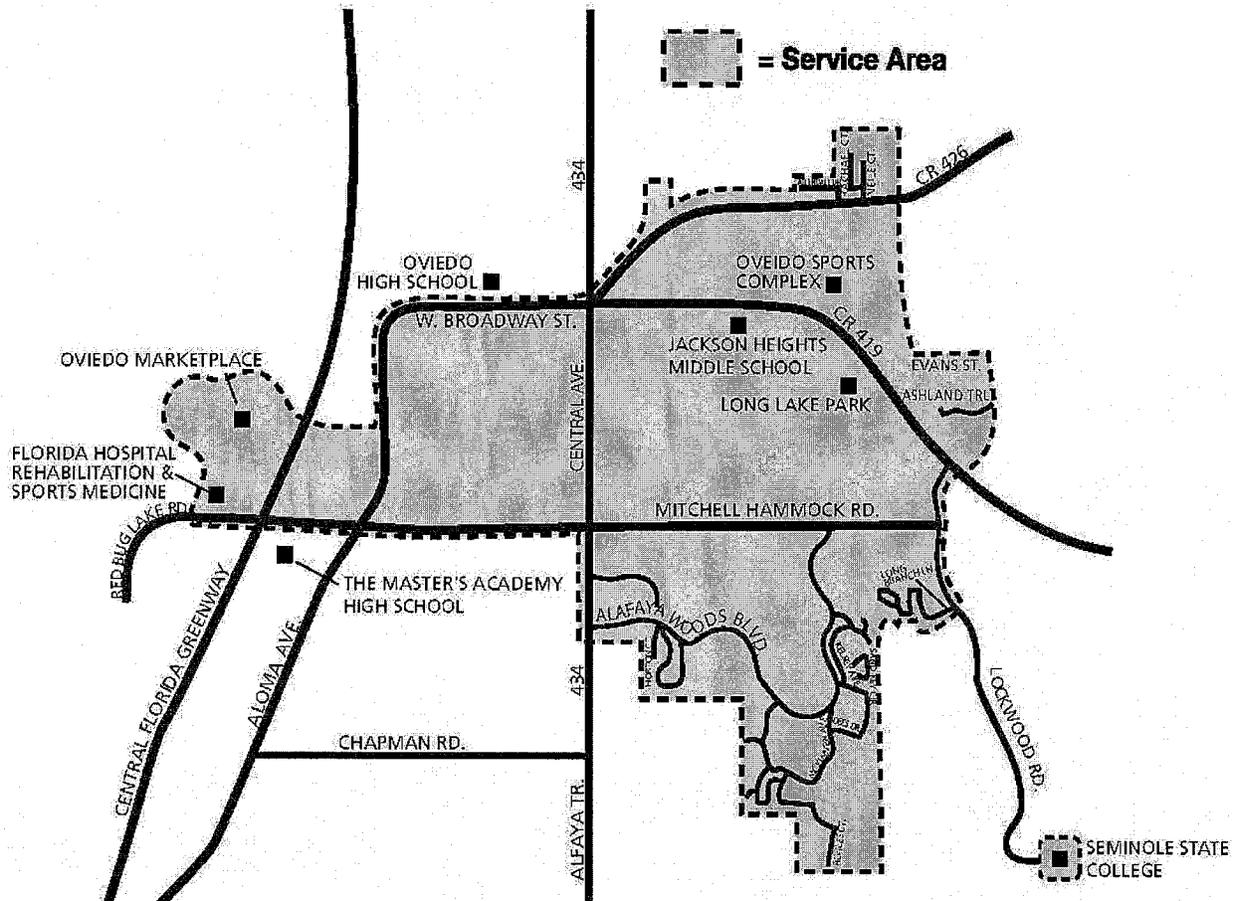


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

Exhibit B - Seminole County Transit Service Costs For FY 2010	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	\$ 68,377
Link 23	106,502
Link 34	161,660
Link 41	684,098
Links 45	153,791
Link 46	248,077
Link 47 – October 2009 and November 2009	104,321
Link 103 – Base Service – 30 minute headway	479,520
Link 103 – Enhancement 15 minute headway	245,359
Link 103 – Extension	208,239
Link 434 – Base Service to Oviedo Market	346,972
Link 434 – Extension to UCF	128,989
PUL 622 (PickUpLine for Link 47) – Dec. 2009 – Sept. 2010	134,938
Subtotal:	\$3,070,843
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$1,012,293
Transportation Disadvantage (TD) Funding	188,974
Medicaid	119,232
Subtotal:	\$1,320,499
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	\$ 170,372
Less: Capital Funding Waived	(170,372)
Subtotal:	\$ -0-
Funding Requested from County	\$4,391,342
<i>City Direct Payments to LYNX</i>	
City of Sanford	\$ 100,000
City of Altamonte	130,000
Subtotal:	\$ 230,000
Total County Transit Service Cost	\$ 4,621,342

October through September	\$ 4,391,342
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FY2010 Billing Schedule:	
October 2009	\$ 365,945
November 2009	365,945
December 2009	365,945
January 2010	365,945
February 2010	365,945
March 2010	365,945
April 2010	365,945
May 2010	365,945
June 2010	365,945
July 2010	365,945
August 2010	365,946
September 2010	365,946
Annual Funding Request from County	\$ 4,391,342

ADDENDUM TO AGREEMENT

1. The Funding Partner, on 9/11/1991, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

2. The Funding Partner agrees to appropriate up to a maximum of four million three hundred ninety-one thousand three hundred forty-two dollars and zero cents (\$4,391,342) to LYNX for fiscal year 2009-2010 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$4,391,342 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$4,391,342 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2009, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2009 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Paragraph 3, of this Agreement.

3. The City of Altamonte Springs and the City of Sanford (the "**Cities**") are located within Seminole County, and LYNX has separate funding arrangements with the Cities for transit services located within the Cities. In that regard, LYNX has adjusted the County funding request by the amounts paid by the Cities as indicated in **Exhibit "B"** of this Agreement.