

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN SEMINOLE COUNTY, WORKFORCE CENTRAL FLORIDA AND CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (LYNX) FOR LAKE MARY BOULEVARD SERVICE

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Alice Gilmartin **EXT.** 7383

Agenda Date 12/09/03 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Memorandum of Understanding (MOU) between Seminole County, Workforce Central Florida and Central Florida Regional Transportation Authority (LYNX) for Lake Mary Boulevard fixed bus route service.

District 2 - Morris, District 4 - Henley, District 5 - McLain

Alice Gilmartin, Principal Coordinator

BACKGROUND:

As the Board of County Commissioners (BCC) is aware, County Staff have been coordinating with representatives of Workforce Central Florida and LYNX for the placement of new bus service along Lake Mary Boulevard (map of proposed route is included in the MOU as Attachment "A"). With the relocation of the "One Stop Center" of Workforce Central Florida to Sand Pond Road off Lake Emma Road, Workforce Central Florida has offered to fund the cost of public bus service between its "One Stop Center" and Seminole Center (bus stop at Seminole Center – Walmart). By ending at the bus stop at Seminole Center, riders have the opportunity of transferring from route 39 from Orlando or routes 34 and 46 into Sanford. The need for a bus along Lake Mary Boulevard was identified as a high priority in the Seminole County Transit Study of 2001.

This MOU clearly states that Workforce Central Florida will fund the entirety of the amount of the cost of the route for the duration of the agreement through September 30, 2005. Prior to the termination date, Staff

Reviewed by: sg
Co Atty: _____
DFS: _____
Other: MW
DCM: SS
CM: KG
File No. cpdp01

will be working with representatives of Workforce Central Florida and LYNX to ensure future funding of the route.

STAFF RECOMMENDATION:

Staff recommends the BCC approve the MOU and authorize the Chairman to sign.

Districts 2, 4 & 5

Attachments: Memorandum of Understanding, including:

Attachment "A" - Lake Mary Service Plan

Attachment "B" - Workforce Central Florida's Schedule of Payments

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEMINOLE COUNTY, WORKFORCE CENTRAL FLORIDA
AND
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FOR
LAKE MARY BOULEVARD SERVICE**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and entered into this _____ day of _____, 2003, by and between **Seminole County** ("County"); **Workforce Central Florida**, a Florida 501(c)(3) corporation ("Workforce"); and **Central Florida Regional Transportation Authority d/b/a LYNX**, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 445 W. Amelia Street, Suite 800, Orlando, Florida 32801 ("Authority").

WITNESSETH:

WHEREAS, Authority performs functions necessary for the achievement of an integrated, efficient and well-balanced transit system for Orange, Osceola and Seminole counties, and takes all steps and actions necessary or convenient for the conduct of its business in order to carry out its powers in accordance with Chapter 343, Florida Statutes;

WHEREAS, Workforce has been established to provide _____;

WHEREAS, County, Workforce and Authority are each respectively authorized to enter into this Memorandum;

WHEREAS, County prepared the Seminole County Transit Study ("Study") dated September 2001 that identified transit needs within Seminole County;

WHEREAS, the Study specifically identified Lake Mary Boulevard as the highest priority for fixed-route transit; and

WHEREAS, on July 25, 2003, Workforce committed to the Seminole County Board of County Commissioners to be a funding partner in providing transit to its location on Lake Mary Boulevard.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, Workforce and Authority agree as follows:

1. **Authority's Obligations.**

A. Authority shall provide service with hourly headways along Lake Mary Boulevard between Lake Emma Road to the west and US 17-92 to the east, more accurately depicted in **Attachment "A"** ("Lake Mary Boulevard Service").

B. On a monthly basis, Authority will invoice Workforce, with a copy to the County, for the Lake Mary Boulevard Service ("Monthly Invoice").

C. Authority shall provide reports on quarterly basis to County and Workforce regarding the performance of the Lake Mary Boulevard Service.

2. **Workforce's Obligations.** Upon receipt of the Monthly Invoice, Workforce shall pay Authority for the cost of the Lake Mary Boulevard Service in accordance with the schedule of payments included as **Attachment "B"**, hereof.

3. **Annualized Cost.** The parties hereto acknowledge that the annualized cost for providing the Lake Mary Boulevard Service is \$201,666.00 (2003). County and Workforce acknowledge that the hourly rate may increase during term of this Memorandum. Workforce shall pay any hourly rate increase that may occur during term of this Memorandum. The parties acknowledge that the County bears no financial responsibility to the Authority or to Workforce on account of the services covered by this Memorandum.

4. **No Third Party Beneficiary.** It is specifically agreed between County, Workforce and Authority that this Memorandum is not intended by any of the provisions of any part to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Memorandum, to enforce this Memorandum or otherwise arising out of the terms of this Memorandum. The duties, obligations and responsibility of the County and Authority with respect to third parties shall remain as imposed by law.

5. **Assignment.** This Memorandum is intended for the exclusive privilege and benefit of the undersigned; any assignment to another agency, department, entity, or person, is strictly prohibited and shall vest in the non-assigning party the immediate right to termination, unless approved, in advance, by written instrument executed by both parties.

6. **Termination.** Authority may terminate this Memorandum and the Lake Mary Boulevard Service, in whole or in part, upon written notice by the Authority and in accordance with applicable administrative procedures in the event Workforce fails to make payment in accordance with this Memorandum, or at any point if Authority deems it to be in the best interest of Authority.

7. **Sovereign Immunity.** Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by any party of its sovereign immunity under Section 768.28, Florida Statutes.

8. **Term.** This Memorandum shall exist for a term of two (2) years and may be extended for additional terms of two (2) years each, upon the mutual agreement of Authority, Workforce and County.

9. **Amendment.** Any revision to this Memorandum shall require the written approval of all parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

AUTHORITY:

**Central Florida Regional Transportation Authority
d/b/a LYNX**

By: _____

Print Name: W. William Schneeman

Title: Acting Executive Director, LYNX

COUNTY:

Seminole County Board of County Commissioners

By: _____

Print Name: Daryl McLain

Title: Chairman

Attest:

By: _____

Print Name: _____

Title: Clerk

WORKFORCE:

Workforce Central Florida

By: _____

Print Name: Gary Earle

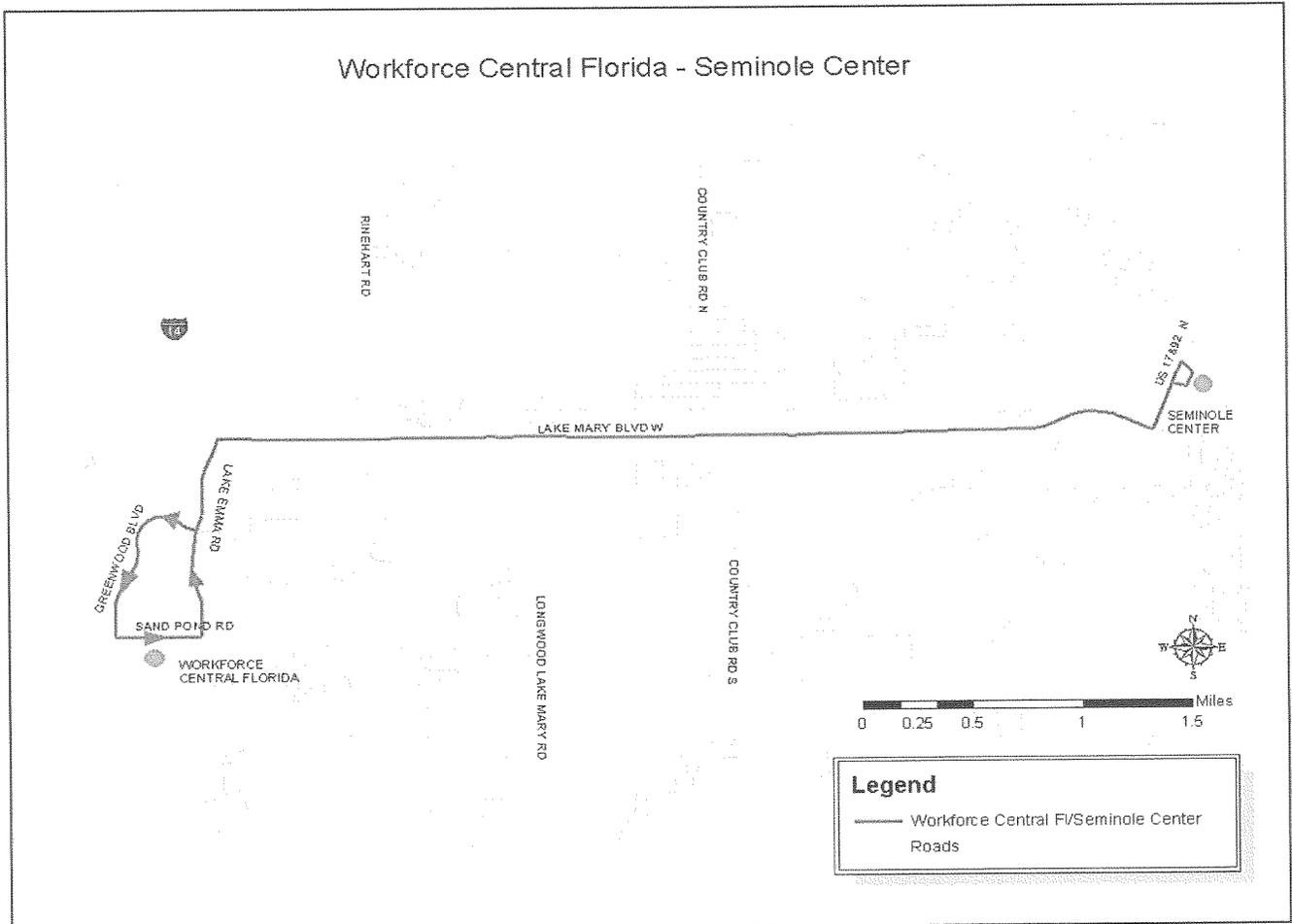
Title: President

Approved as to form:

This Contract is of satisfactory form for execution by LYNX. This representation is being made solely for the benefit of LYNX and Contractor should in no way rely on this representation.

Alberto S. Bustamante, III, General Counsel, LYNX

Attachment A



Attachment B Schedule of Payments

FY 2004	Amount
January 2004	\$17,041.22
February 2004	\$17,041.22
March 2004	\$17,041.22
April 2004	\$17,041.22
May 2004	\$17,041.22
June 2004	\$17,041.22
July 2004	\$17,041.22
August 2004	\$17,041.22
September 2004	\$17,041.24
FY 2005	
October 2004	\$16,805.50
November 2004	\$16,805.50
December 2004	\$16,805.50
January 2005	\$16,805.50
February 2005	\$16,805.50
March 2005	\$16,805.50
April 2005	\$16,805.50
May 2005	\$16,805.50
June 2005	\$16,805.50
July 2005	\$16,805.50
August 2005	\$16,805.50
September 2005	\$16,805.50

The annual estimated operating cost for the new Lake Mary service is approximately \$237,254. This cost is calculated by multiplying the daily hours of service, including deadhead between the garage and route terminus (16.25 hours) times the number of days in annual service (309 weekdays/Saturdays per year). The product is then multiplied by the LYNX FY 2004 hourly rate (\$47.25). Finally, an estimated farebox return (15%) is deducted from the overall cost.

$$\begin{aligned}
 &16.25 \text{ hours} \times 309 \text{ days} \times \$47.25 = \$237,254 \\
 &\underline{- \$237,254 \text{ Gross Route Cost} \times 15\% \text{ Farebox Revenue} = \$35,588} \\
 &\quad \quad \quad \mathbf{\text{Annual Operating and Maintenance} = \$201,666}
 \end{aligned}$$

The LYNX fiscal year starts on October 1, 2003 and ends September 30, 2004. Since service is not to be implemented until late December, a prorated service cost will be assumed. A December 29, 2003 start date yields the following first year service cost.

$$\begin{aligned}
 &16.25 \text{ hours} \times 235 \text{ days} \times \$47.25 = \$180,436 \\
 &\underline{- \$180,436 \text{ Gross Route Cost} \times 15\% \text{ Farebox Revenue} = \$27,065} \\
 &\quad \quad \quad \mathbf{\text{Partial Year Operating and Maintenance} = \$153,371}
 \end{aligned}$$

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEMINOLE COUNTY, WORKFORCE CENTRAL FLORIDA
AND
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FOR
LAKE MARY BOULEVARD SERVICE**

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WITNESSETH:

WHEREAS, Authority performs functions necessary for the achievement of an integrated, efficient and well-balanced transit system for Orange, Osceola and Seminole counties, and takes all steps and actions necessary or convenient for the conduct of its business in order to carry out its powers in accordance with Chapter 343, Florida Statutes;

WHEREAS, Workforce is a publicly sponsored community partnership providing no-cost recruitment, employment, job training and labor market information to businesses and job seekers in Central Florida;

WHEREAS, County, Workforce and Authority are each respectively authorized to enter into this Memorandum;

WHEREAS, County prepared the Seminole County Transit Study ("Study") dated September 2001 that identified transit needs within Seminole County;

WHEREAS, the Study specifically identified Lake Mary Boulevard as the highest priority for fixed-route transit; and

WHEREAS, on July 25, 2003, Workforce committed to the Seminole County Board of County Commissioners to be a funding partner in providing transit to its location on Lake Mary Boulevard.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, Workforce and Authority agree as follows:

1. **Authority's Obligations.**

A. Authority shall provide service with hourly headways along Lake Mary Boulevard between Lake Emma Road to the west and US 17-92 to the east, more accurately depicted in **Attachment "A"** ("Lake Mary Boulevard Service").

B. On a monthly basis, Authority will invoice Workforce, with a copy to the County, for the Lake Mary Boulevard Service ("Monthly Invoice").

C. Authority shall provide reports on quarterly basis to County and Workforce regarding the performance of the Lake Mary Boulevard Service.

D. Authority will provide a standard wheel-chair lift equipped transit coach to serve the route.

2. **Workforce's Obligations.** Upon receipt of the Monthly Invoice, Workforce shall pay Authority for the cost of the Lake Mary Boulevard Service in accordance with the schedule of payments included as **Attachment "B"**, hereof.

3. **Annualized Cost.** The parties hereto acknowledge that the annualized cost for providing the Lake Mary Boulevard Service is \$201,666.00 (2003). County and Workforce acknowledge that the hourly rate may increase during term of this Memorandum. Workforce shall pay any hourly rate increase that may occur during term of this Memorandum. The parties acknowledge that the County bears no financial responsibility to the Authority or to Workforce on account of the services covered by this Memorandum.

4. **No Third Party Beneficiary.** It is specifically agreed between County, Workforce and Authority that this Memorandum is not intended by any of the provisions of any part to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Memorandum, to enforce this Memorandum or otherwise arising out of the terms of this Memorandum. The duties, obligations and responsibility of the County and Authority with respect to third parties shall remain as imposed by law.

5. **Assignment.** This Memorandum is intended for the exclusive privilege and benefit of the undersigned; any assignment to another agency, department, entity, or person, is strictly prohibited and shall vest in the non-assigning party the immediate right to termination, unless approved, in advance, by written instrument executed by both parties.

6. **Termination.** Authority may terminate this Memorandum and the Lake Mary Boulevard Service, in whole or in part, upon written notice by the Authority and in accordance with applicable administrative procedures in the event Workforce fails to make payment in accordance with this Memorandum, provided that Authority follow any applicable FTA procedures regarding route and service modifications.

7. **Sovereign Immunity.** Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by any party of its sovereign immunity under Section 768.28, Florida Statutes.

8. **Term.** This Memorandum shall exist for a term of two (2) years and may be extended for additional terms of two (2) years each, upon the mutual agreement of Authority, Workforce and County.

9. **Amendment.** Any revision to this Memorandum shall require the written approval of all parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

AUTHORITY:

**Central Florida Regional Transportation Authority
d/b/a LYNX**

By: _____
Print Name: W. William Schneeman
Title: Acting Executive Director

COUNTY:

Seminole County Board of County Commissioners

By: _____
Print Name: Daryl McLain
Title: Chairman

Attest:

By: _____
Print Name: _____
Title: Clerk

WORKFORCE:

Workforce Central Florida

By: _____

Print Name: Gary Earl

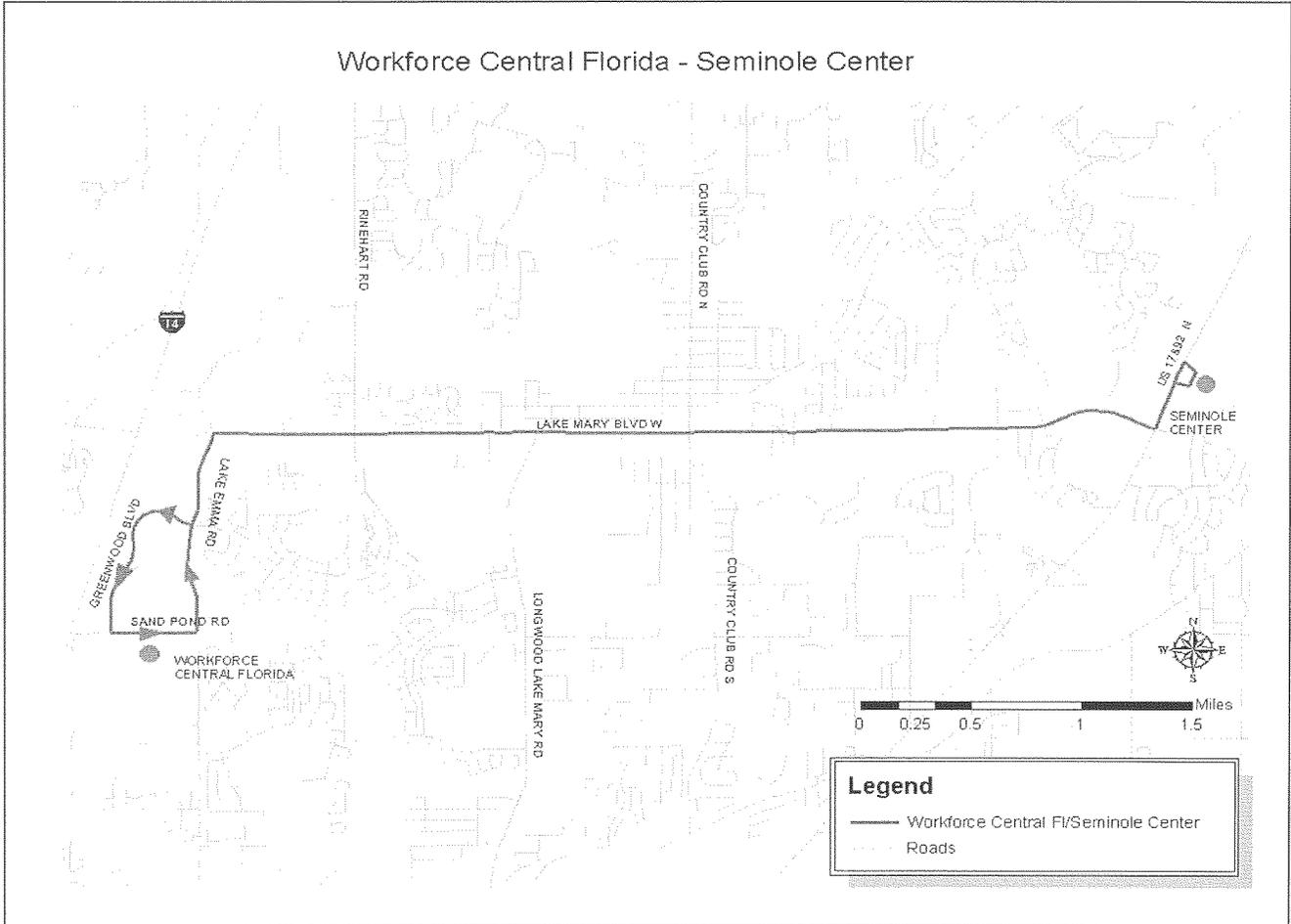
Title: President and Chief Executive Officer

Approved as to form:

This Contract is of satisfactory form for execution by LYNX. This representation is being made solely for the benefit of LYNX and Contractor should in no way rely on this representation.

Alberto S. Bustamante, III, General Counsel, LYNX

Attachment A



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