

Meeting Date: 10/23/2019 Meeting Time: 1:00 PM Central Florida Regional Transportation Authority 455 N. Garland Ave. 2nd Floor Board Room Orlando, FL 32801

As a courtesy to others, please silence all electronic devices during the meeting.

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2. Approval of Minutes

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Board of Directors Meeting Minutes 09.30.19

Pg 3

Pg 8

3. Recognition

4. Public Comments

- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.
- 5. Chief Executive Officer's Report
- 6. Oversight Committee Report

7. Consent Agenda

Α.	Request	tor	Proposal	(RFP	')
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i. Authorization to Release a Request for Proposal (RFP) for Security Guard Services or Piggyback with an Existing Contract

B. Extension of Contracts

i. Authorization to Extend Piggybacking Agreement for Security Guard Services with G4S Secure Services USA, Inc. through June 15, 2020

ii. Authorization to Exercise Option Term 2 on Contract #15-C13 with DoubleMap, Inc. Pg 10

C. Miscellaneous

i. Authorization to Execute a Piggybacking Agreement from Orange County Contract
Number Y19-1032 for Healthcare Benefits Consultant Services

Pg 12

Authorization to Exercise the First Option Year for Third Party Claims Administration

Services Contract 17-C10 Preferred Government Claims Solutions (PGCS) and Increase the Pg 14

Contract Not-to-Exceed (NTE) Amount to \$915,000.

Authorization to Execute MetroPlan Orlando's FY2019-2020 Unified Planning Work
Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the
Florida Commission for Transportation Disadvantaged Funding in the Amount of \$700,000

-Attachments

8. Information Items



Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX

Central Florida Regional Transportation Authority Board of Directors' Meeting Minutes

PLACE: LYNX Central Station

455 N. Garland Avenue Conference Room, 2nd Floor

Orlando, FL 32801

DATE: September 30, 2019

TIME: 1:00 p.m.

Members in Attendance:

Viviana Janer, Commissioner, Osceola County BoCC
Jerry Demings, Mayor, Orange County
Lee Constantine, Commissioner, Seminole County BoCC, Chair
Buddy Dyer, Mayor, City of Orlando
Mike Shannon, Secretary, 5th District, Florida Department of Transportation

Members Absent:

1. Call to Order

Chair Constantine called the meeting to order at 1:03 p.m.

2. Approval of Minutes

Mayor Dyer moved to approve the Board of Directors meeting minutes of August 22, 2019. Commissioner Janer seconded. The minutes were approved as presented.

3. Recognition

Dana Baker, Director of Transportation, recognized Libertad Marquez, for her 20 years of service and dedication as a bus operator. The recipient of the 25 year service award was not able to attend.

4. Public Comments

Sean George, LYNX Operator expressed his appreciation to the board members for the positive changes at LYNX. He thanked Mayor Demings for his role with LYNX and

trying to obtain the penny sales tax increase. Mr. George praised Dana Baker for her dedication and initiating monthly town hall meetings and being the voice of the bus operators.

Mayor Demings and Chair Constantine thanked Mr. George for his positive feedback.

John Poheck, of the Sierra Club of Central Florida stated he served on the 2020 Transportation Comprehensive Plan Committee for Orange County. One of the goals then was to get a dedicated funding source for LYNX and expansion of route times.

Mr. Poheck shared a personal experience and said he spoke on behalf of the Sierra Club, which are very supportive on the Boards decision to seek a dedicated funding source for LYNX.

5. Chief Executive Officer's Report

Mr. Harrison, Chief Executive Officer thanked the board members for adjusting their calendars to have the meeting today. He will bring a proposed Board Meeting schedule for calendar year 2020 to the board meeting in December for approval.

Mr. Harrison expressed his appreciation to Tellis Chandler, Director of Safety and Security for his leadership and to the LYNX team during Hurricane Dorian. LYNX activated its Emergency Operations Center to support our operations and those EOCs of our partners. LYNX did not curtail or cancel any fixed route service.

Mr. Harrison asked the Safety and Security Team as well as the Marketing Team to stand. He announced that the Florida Public Transit Association awarded the Safety Team for Bus Safety Excellence and the Marketing Team earned three first place marketing awards and a second place recognition for campaigns during the past year. Mr. Harrison recognized that FPTA awards three Best in Marketing Awards to the agencies who secured first place awards and LYNX swept all three of these awards.

Mr. Harrison also announced that LYNX was selected to host the Florida 2020 Statewide Bus Roadeo, on April 3 and 4, 2020. Details will follow.

6. Oversight Committee Report

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier in the day. She stated that the committee approved the minutes from the August 22, 2019, Oversight Meeting. Amanda Clavijo, Chair of the Finance and Audit Committee meeting provided an update on the Finance and Audit Committee of September 19, 2019. The Finance Committee approved all items that were presented in their meeting. The Oversight Committee recommends approval of all of the Consent Agenda items with the exception of 7.D.vii., the authorization to enter into a Hold Harmless Agreement with the City of Orlando related

to the LOC expansion project. Commissioner Janer does not disagree with approving, she simply stated that it was not included in the Oversight Committee Agenda.

The Oversight Committee recommended approval of Action Agenda Item 8.A., the 2020 Operating and Capital Budget items, and approval of Action 8.B through 8.D.

Jeff Reine, Senior Project Manager provided the committee with a presentation on Bus Shelters.

7. Consent Agenda:

Mr. Harrison stated there were no changes in the consent agenda and recommended approval of its entirety.

Commissioner Janer motioned to approve Consent Agenda 7.a.i though 7.d.x. Mayor Dyer seconded. The motion passed unanimously.

8. Action Items:

A. Authorization to Adopt Fiscal Year 2020 Operating and Capital Budgets

Bert Francis, Chief Financial Officer requested approval to adopt the FY2020 Operating and Capital Budgets. Mr. Francis reviewed the Operating budget first explaining that this was the same presentation he provided the Board in August at the workshop. Mr. Francis stated that nothing has changed from the August report. The numbers are the same and has been vetted and approved by the Finance and Audit Committee as well as the Oversight Committee. He highlighted the key overall assumptions on the Operating Budget.

The expenses to balance the budget is just under \$149 million compared to last year of \$143 million.

Commissioner Janer moved to approve the Operating Budget. Mayor Demings seconded. The motion passed unanimously.

Mr. Francis continued with the Capital Budget presentation and reiterated that nothing changed from the August report. He highlighted the key overall assumptions of the Capital Budget and provided a breakdown of the Federal, State and Local Capital Contributions. The proposed Capital Budget is just under \$70 million dollars for FY2020.

Commissioner Janer moved to approve. Mayor Demings seconded. The motion passed unanimously.

B. Authorization to Enter into the FY2020 Service Funding Agreements with the Regional Funding Partners

Bert Francis, Chief Financial Officer stated that the next three items under the Action Items of this agenda are for the approval to enter into the FY2020 Service Funding Agreements with the Regional Funding Partners, Municipal Funding Partners and other Bus Service Agreements that are consistent with the FY2020 budget that the board recently approved.

- C. Authorization to enter into the FY2020 Service Funding Agreements with the Municipal Funding Partners
- D. Authorization to Execute Bus Service Agreements: 1.) #20-C001 with the Econ River High School Greater Orlando Campus (SHS) in the Amount of \$203,213.25 for a Period of One (1) Year; 2.) #18-C145 with Reedy Creek Improvement District (RCID) in the Amount of \$342,995 for a Period of One (1) Year; and 3.) #18-C144 with Lake County in the Amount of \$283,500 for a Period of One (1) Year.

Mayor Dyer moved to approve Action item 8B, 8C and 8D. Commissioner Janer seconded. The motion passed unanimously.

9. Information Items:

There was one (1) item for review purposes only, no action was requested.

A. Notification of Settlement Agreements Pursuant to Administrative Rule 6

10. Other Business:

Mayor Demings announced his third Transportation Town Hall Meeting at 6:30 p.m. on October 3, 2019, at the Goldenrod Community Center. Mayor Demings holds listening sessions for members of the community from Orange County for a potential transportation sales tax initiative to be placed on the November 2020 ballot.

11. Monthly Reports: (For review purposes only)

There were three reports in the packets for review purposes only. No action was required.

- A. Communications Report for August 2019
- B. Mobility Service Reports
- C. Ridership Report for June 2019

The meeting adjourned at 2:37 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the September 30, 2019 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

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Assistant



Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Tellis Chandler

DIRECTOR SAFETY AND SECURITY

Tellis Chandler (Technical Contact)

Phone: 407.841.2279 ext: 6154

Item Name: Request for Proposal (RFP)

Authorization to Release a Request for Proposal (RFP) for Security Guard

Services or Piggyback with an Existing Contract

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) or piggyback off an existing contract for Security Guard Services covering a three year period with two one-year options. Staff is requesting authorization to release a RFP, but will evaluate the option to piggyback off an existing contract, if it is more advantageous for the agency.

BACKGROUND:

Currently, Security Guard Services for the four LYNX facilities located at 4950 L.B McCloud Road, 2500 LYNX Lane, 455 North Garland Avenue and 100 N. Alaska Avenue are provided by G4S Secure Solutions, USA, Inc. under contract #18-C50. Contract#18-C50 was a Piggybacking Agreement off of the State of Florida Department of Management Services Contract 92121500-14-01 for Security Services. The contract will expire on December 15, 2019. The State is expected to extend the contract for an additional six months.

The RFP scope of work will require both uniformed and armed security guards 24 hours a day, 365 days a year providing surveillance, property and building security, occupant protection, crowd and traffic control, foot and vehicular patrols, and asset protection on an as needed basis.

FISCAL IMPACT:

LYNX staff included \$1,332,057 in the FY2020 Adopted Operating Budget for Security Services.



Consent Agenda Item #7.B. i

To: LYNX Board of Directors

From: Tellis Chandler

DIRECTOR SAFETY AND SECURITY

Warren Hersh (Technical Contact)

Phone: 407.841.2279 ext: 6154

Item Name: Extension of Contracts

Authorization to Extend Piggybacking Agreement for Security Guard Services with G4S Secure Services USA, Inc. through June 15, 2020

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the Piggybacking Agreement #18-C50 through State of Florida Department of Management Services Contract #92121500-14-01 with G4S Secure Services USA, Inc. for security guard services for a not to exceed amount of \$700,000 through June 15, 2020.

BACKGROUND:

On September 22, 2016, the LYNX Board of Directors authorized the CEO to enter into security guard services contract with a private security agency currently under contract with the State of Florida Department of Management Services. Based on the Board's authority LYNX was able to secure security services through September 30, 2017, with G4S USA.

On December 17, 2017 the LYNX Board of Directors authorized the CEO to extend the Piggybacking Agreement with the State of Florida with G4S until December 15, 2019.

Staff has evaluated the current quality and value of services provided and has determined that G4S USA has continued to meet and/or exceed all performance expectations.

FISCAL IMPACT:

LYNX staff included \$1,332,057 in the FY2020 Adopted Operating Budget for Security Services.



Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

From: William Slot

CHIEF INNOVATION SUSTAIN OFF

Kenneth Jamison (Technical Contact) Maurice Jones (Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Extension of Contracts

Authorization to Exercise Option Term 2 on Contract #15-C13 with

DoubleMap, Inc.

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise Option Term 2 of Contract #15-C13 with DoubleMap, Inc. with a not-to-exceed amount of \$140,410. This would increase the not-to-exceed contract amount from \$1,611,980 to \$1,752,390 effective December 22, 2019.

BACKGROUND:

LYNX issued Contract #15-C13 to DoubleMap, Inc. dated August 11, 2015, for implementation of an Intelligent Transportation Systems Solution. This solution provides real-time trip reservations and vehicle location for on-demand transit services and is in the process of implementation on NeighborLink services.

On November 10, 2016, the Board approved contract Addendum 1 which added the development and implementation of the fixed route and ACCESS LYNX mobile applications. Addendum 1 was issued to add these additional services with an effective date of December 22, 2016. This resulted in one project with an annual renewal in August and one with an annual renewal in December. LYNX legal counsel worked with DoubleMap legal counsel to align both projects to an annual renewal date of December 22, starting in 2018. The contract modification uses the terminology "Option Term" for the new renewal periods to avoid confusion regarding the differing "Option Year" for each of the original work order periods.



The following annual maintenance and license charges will be incurred during Option Term 2 of Contract #15-C13:

\$ 25,540 – NeighborLink annual maintenance service

\$ 84,472 – Fixed route real-time information annual maintenance service

\$ 30,398 – ACCESS LYNX real-time information annual maintenance service

\$140,410 – Total Maintenance and license charges

FISCAL IMPACT:

LYNX staff included \$141,318 in the FY2020 Adopted Operating Budget for DoubleMap annual maintenance and license charges.



Consent Agenda Item #7.C. i

To: LYNX Board of Directors

From: Terri Setterington

DIRECTOR OF HUMAN RESOURCES

Brian Anderson (Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Miscellaneous

Authorization to Execute a Piggybacking Agreement from Orange County Contract Number Y19-1032 for Healthcare Benefits Consultant Services

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Piggybacking Agreement for Health Benefits Consulting services from Orange County Contract Y19-1032 with RobinsonBush, Inc., for three (3) years with two (1 year) options with a not-to-exceed amount of \$301,752.

BACKGROUND:

Since 2012, LYNX has had a Health Benefits Consultant to help analyze costs, trends and work on RFP's as needed for its various health and welfare benefits. In an effort to reduce our costs for this service, it was determined to be more cost effective to piggyback from Orange County Government's health and welfare benefits consultant services contract which was originally done effective October 1, 2014.

In July of 2019 Orange County selected RobinsonBush to be its health benefits consultant through a competitive selection process. LYNX desires to consolidate these services under a piggyback agreement with Orange County Government with current monthly costs of \$8,382. By consolidating this requirement, LYNX will receive a significant cost savings for both the employee and LYNX.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.



FISCAL IMPACT:

LYNX staff included \$100,584 in the FY2020 Operating Budget for an Employee Insurance Broker and its related consulting services as a component of medical expenses. Future years' budgets will reflect the costs associated with these services.



Consent Agenda Item #7.C. ii

To: LYNX Board of Directors

From: Albert Francis

CHIEF FINANCIAL OFFICER

Melanie Stanisic (Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous

Authorization to Exercise the First Option Year for Third Party Claims Administration Services Contract 17-C10 Preferred Government Claims Solutions (PGCS) and Increase the Contract Not-to-Exceed (NTE) Amount

to \$915,000.

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year for Third Party Claims Administration Services provided by Preferred Government Claims Solutions, Inc. (PGCS) and to increase the contract not-to-exceed amount from \$735,000 to \$915,000.

BACKGROUND:

Preferred Government Claims Solutions, Inc. (PGCS) provides claim handling services for Workers' Compensation, General Liability, Auto Liability and Subrogation claims.

The Board approved the award of Contract #17-C10 for Third Party Claims Administration Services (PGCS) on November 20, 2016. The initial term of the contract was for three (3) years with two (2) one year options. The Board approved the contract not-to-exceed (NTE) from \$570,000 to \$735,000 on August 22, 2019, as a result of global settlements. This option year in increase in Not to Exceed is required for projected services into FY2020.

FISCAL IMPACT:

LYNX staff included \$124,000 for General Liability Professional Services and \$63,940 for Worker's Compensation Professional Services related to the management of claims.



Consent Agenda Item #7.C. iii

To: LYNX Board of Directors

From: Tomika Monterville

DIRECTOR OF PLAN & DEVELOP

Bruce Detweiler (Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous

Authorization to Execute MetroPlan Orlando's FY2019-2020 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the Florida Commission for Transportation

Disadvantaged Funding in the Amount of \$700,000

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a pass-thru funding agreement with MetroPlan Orlando for planning funds in the amount of \$700,000 to conduct transit planning tasks as set forth in the FY2019/2020 Unified Planning Work Program (UPWP). The FY2019/20 planning funds comprised of the Federal Transit Administration (FTA) Section 5303 program funds in the amount of \$630,000 and the Florida Commission for the Transportation Disadvantaged (CTD) funds in the amount of \$70,000.

BACKGROUND:

MetroPlan Orlando is the metropolitan planning organization (MPO) for Orange, Osceola and Seminole Counties and is responsible for preparing and maintaining the Long Range Transportation Plan and all other related transportation plans required for the region to receive federal and state funding. LYNX is an active member of MetroPlan's transportation planning processes and committees, and receives funds passed through to MetroPlan Orlando for transit planning projects and studies.

Annually, the FTA and the CTD appropriate planning funds to MetroPlan Orlando. A portion of the Federal Metropolitan Planning Program (Section 5303) grant funds and Florida State funds are passed through to LYNX to specifically address planning activities identified according to the eight (8) major sections of the MetroPlan Orlando Unified Planning Work Program (UPWP), which include: 1.) Administration; 2.) Data Collection; 3.) Transportation Improvement Program (TIP); 4.) Long Range Transportation Plan; 5.) Special Project Planning; 6.) Regional Planning; 7.) Public Participation; and 8.) System Planning. Additionally, state planning funds for



transportation disadvantaged services managed by MetroPlan Orlando are passed through to LYNX.

LYNX staff has coordinated with MetroPlan Orlando to define various transportation planning activities programmed annually by federal, state and local governments into the FY 2019/2020 UPWP. This agreement is recurring with terms and conditions based on the annual funding allocations included in the regional Unified Planning Work Program adopted by the MetroPlan Orlando Board on May 9, 2018.

In addition to the 2019/2020 funds, the agreement with MetroPlan Orlando also includes carryforward funds in the UPWP as of June 30, 2019 for transit planning activities from the period of FY 2017/2018 and FY 2018/2019 as follows:

- FY 2017/2018 (FTA) \$40,505.75
- FY 2018/2019 (FTA) \$479,223.13

The agreement includes the following FY 2019/2020 LYNX planning activities:

- Transit System Monitoring T-Best Ridership Forecasting; Various Ridership Surveys for multiple modes
- Transit Planning- Threat and Vulnerability Study (TVA) Update; Transit Development Plan Update; Concept of Operations (COA) for Autonomous Vehicle Demonstration on the LYMMO Bus Rapid Transit (BRT); and the Autonomous Vehicle Mobility Initiative (AVMI);
- Management & Operations- Continuity of Operations Plan (COOP) Update; Neighbor Link 5310 Ridership Surveys; LYNX Future Transit Plan; Organizational Structure; Facility Needs and Space Planning and LYNX Transit Asset Management (TAM) Plan;
- Smart Growth Planning- Intelligent Transportation System (ITS) Strategic Plan Update; Geographic Information Systems (GIS) Plan Update; Human Services Transportation Plan (HSTP) Implementation; and
- Transportation Disadvantaged Services Planning- Origin Destination Study for Demand Response.

Attached to this Consent Agenda Item is a copy of the FY2019/2020 proposed agreement with MetroPlan Orlando for transit planning activities. The total amount of the UPWP funds under this agreement shall not exceed \$1,219,728.88.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation is applicable for this activity.

FISCAL IMPACT:

LYNX staff has included \$1,219,729 in the FY2020 Approved Operating Budget for planning projects eligible for FTA's 5303 and the Florida Commission for the Transportation Disadvantaged funding.

THIS CONTRACT, by and between the <u>Orlando Urban Area Metropolitan Planning Organization</u>, <u>d/b/a MetroPlan Orlando</u>, <u>A Regional Transportation Partnership</u>, hereinafter referred to as "METROPLAN ORLANDO" and the <u>Central Florida Regional Transportation Authority</u>, <u>d/b/a LYNX</u>, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That for and in consideration of the mutual undertakings of the parties to this contract, METROPLAN ORLANDO and the CONTRACTOR hereby covenant and agree, each with the other, as follows:

- 1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2019/2020 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed One Million Two Hundred Nineteen Thousand Seven Hundred Twenty-Eight Dollars and Eighty-Eight Cents (\$1,219,728.88). Of this amount, Six Hundred Thirty Thousand Dollars (\$630,000.00) shall be provided from the FTA FL-80-X014-00 grant for FY 2019/2020.
- Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Three Dollars and Thirteen Cents (\$479,223.13) shall be provided as carryforward funds from the FTA FL-80-X013-00 grant for FY 2018/2019 as of June 30, 2019.
- 3. Forty Thousand Five Hundred Five Dollars and Seventy-Five Cents (\$40,505.75) shall be provided as carryforward funds from the FTA FL-80-X012-00 grant for FY 2017/2018 as of June 30, 2019.
- 4. Seventy Thousand Dollars (\$70,000.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2019/2020 planning grant.
- 5. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

The CONTRACTOR shall permit, and require its subcontractors to permit, the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Florida Commission for the Transportation Disadvantaged (TD) or their authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and account of the CONTRACTOR, pertaining to the development of the Project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to FTA, FDOT, TD or their authorized representatives at all times during the period of a specific Unified Planning Work Program and for five (5) years after final payment is made on a specific Unified Planning Work Program. Copies of these documents and records shall be furnished to FTA, FDOT, TD or their authorized representatives upon request.

The CONTRACTOR shall be responsible for obtaining Project audits in accordance with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) 2 CFR 200, as well as Section 215.97, Florida Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any

management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with 2 CFR 200 to:

Federal Audit Clearinghouse (for Federal audits) Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

State of Florida Auditor General (for Florida Single Audit) Room 574, Claude Pepper Building 111 West Madison Street Tallahassee, FL 32302-1450

B. <u>Supplemental Agreements</u>

It is understood and agreed that, in order to permit Federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding. This Agreement shall not be amended or modified except by a writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior written or oral agreements relating to the matters set forth.

C. Restrictions, Prohibitions, Controls, and Labor Provisions

- (1) <u>Compliance with Regulations</u>. The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation 49 CFR Part 21, as amended, which are herein incorporated by reference and made a part of this Agreement.
- (2) Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- Non-Discrimination. The CONTRACTOR, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in discrimination prohibited by 49 CFR §21.5, including employment practices when the contract covers a program set forth in 49 CFR Part 21, Appendix A.
- (4) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by

the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, age or national origin.

- (5) <u>Disadvantaged Business Enterprises</u>. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any sub-consultant or contractor.
 - a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
 - b. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

The CONTRACTOR shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as METROPLAN ORLANDO deems appropriate. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the *Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes*, and *Rule Chapter 14-78, Florida Administrative Code*.

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided to METROPLAN ORLANDO in compliance with 49 CFR, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to the Executive Director of METROPLAN ORLANDO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

(6) <u>Sanctions for Noncompliance</u>. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, sanctions may be imposed as determined by the Secretary of Transportation, United States Department of Transportation or designate. Such sanctions may include withholding of funds, cancellation or termination or suspension of the contract in whole or in part.

(7) E-Verify.

Vendors/Contractors:

- Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- b. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- Information and Reports. The CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the FHWA, the FTA, and METROPLAN ORLANDO to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the Department, the FHWA, the FTA, and METROPLAN ORLANDO, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (9) Exhibit B. A "Third Party Subcontractor" letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.
- (10) Incorporation of Provisions. The CONTRACTOR will include the provisions of Paragraphs (1) through (9) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

D. Interest of Members of Congress.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

E. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be knowingly employed.

F. Prohibited Interests.

The CONTRACTOR shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in the Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

This provision shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

G. Assignability.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of METROPLAN ORLANDO thereto: provided, however, that claims for money due or to become due to the CONTRACTOR from METROPLAN ORLANDO under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.

- 6. <u>Funds Available</u>. It is expressly understood and agreed that METROPLAN ORLANDO shall be bound by the terms of this contract only to the extent that there are FTA Section 5305(d) Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.
- 7. The Project Budget. Prior to the execution of this agreement, a Project Budget shall be prepared and attached to this agreement as "Exhibit A." The CONTRACTOR shall maintain said budget, carry out the Project, and incur obligations against Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget or revision thereof shall be effective unless and until METROPLAN ORLANDO and the CONTRACTOR shall have approved the same in writing.

Accounting Records.

- A. Costs Incurred for the Project. The CONTRACTOR shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN ORLANDO shall not be considered eligible costs. Determination of eligible costs shall meet all requirements of Federal Procurement Regulations Part 1-15 and 2 CFR 200.
- B. <u>Documentation of Project Costs</u>. All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the

charges. A work progress report shall be submitted with the invoices by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

In order to obtain any payment, the CONTRACTOR shall submit invoices on at least a quarterly basis to METROPLAN ORLANDO. METROPLAN ORLANDO shall in turn requisition the appropriate State and Federal agencies for CONTRACTOR charges within two weeks after receipt of the invoice. If for any reason payment to the CONTRACTOR cannot be made within sixty (60) days, then METROPLAN ORLANDO shall notify the CONTRACTOR of said reasons.

B. Prompt Payment

- (1) METROPLAN ORLANDO requires that the CONTRACTOR shall, before receipt of any progress payment under the provisions of this contract, certify that the CONTRACTOR has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor, as approved by the METROPLAN ORLANDO for payment. The METROPLAN ORLANDO shall not make any such progress payment before receipt of such certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors and suppliers.
- (2) METROPLAN ORLANDO requires that the CONTRACTOR shall, within 30 days of receipt of the final progress payment or any other payments received thereafter, except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors or suppliers within such 30day period.
- C. <u>METROPLAN ORLANDO'S Obligations</u>. Subject to other provisions hereof, METROPLAN ORLANDO shall honor such requisitions in amounts and at times necessary to ensure the carrying out of the Project and the payment of all eligible costs thereof. However, not withstanding any other provision of this Agreement, METROPLAN ORLANDO may elect by Notice of Termination issued pursuant to Section 7 to terminate this Agreement if:
 - (1) <u>Misrepresentation</u>. The CONTRACTOR shall have made misrepresentation of material nature with respect to any document or data furnished therewith or pursuant thereto.
 - (2) <u>Litigation</u>. There is then pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project. Pending litigation is defined as including only those lawsuits that have been formally filed.

- (3) Concurrence by METROPLAN ORLANDO. The CONTRACTOR shall have taken any action pertaining to the Project which under the established procedures requires the prior approval of METROPLAN ORLANDO or shall have proceeded to make related expenditures or incur related obligations without having been advised by METROPLAN ORLANDO that the same are satisfactory.
- (4) <u>Conflict of Interests</u>. There has been any violation of the conflict of interest provisions contained herein.
- (5) <u>Default</u>. The CONTRACTOR shall be in default under any of the provisions of the Agreement.
- (6) <u>Unavailability of Funds</u>. FTA or TD funds are not available to perform their obligations hereunder.
- D. <u>Disallowed Costs</u>. In determining the amount of the financing payment, METROPLAN ORLANDO will exclude all Project costs incurred by the CONTRACTOR prior to the effective date of this agreement, costs incurred by the CONTRACTOR which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN ORLANDO.
- E. <u>Cash Reimbursement</u>. Cash reimbursement made for work accomplished on a Project element shall be made after the satisfaction by the CONTRACTOR of the in-kind contributions, if any, pledged to the Project.
- F. <u>Audit Findings</u>. The CONTRACTOR shall be responsible for those audit findings assessed against the CONTRACTOR'S elements of the Unified Planning Work Program.

10. Termination or Suspension

- A. <u>Termination or Suspension Generally</u>. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.
- B. <u>Action Subsequent to Notice of Termination or Suspension</u>. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:
 - (1) Cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.

- (2) Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;
- (3) Furnish a statement of the status of the Project activities and of the Project account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and
- (4) Remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.
- 11. Remission of Project Account upon Completion of Project. Upon completion of the Project and, after payment, provision for payment, or reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.
- 12. Reports, Maps and Other Documents. All reports, maps, and other documents completed through this Contract funded by FTA, other than documents prepared exclusively for internal use, shall carry the following notation:

"The preparation of this report has been financed in part through a grant from the United States Department of Transportation under the provisions of Section 5305(d) of the Urban Mass Transportation Act of 1964 (as amended)"

together with the date (month and year) the document was prepared and the name of the planning area concerned. The following statement shall be contained in the credit sheets of any publications prepared by the CONTRACTOR:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not the Department of Transportation, Federal Transit Administration."

- 13. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
- 14. Effective Date. This contract establishes the effective date of October 1, 2019, for the FTA funded work task items, and July 1, 2019, for the TD funded work task item, and recognizes the effective date of October 21, 2013, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.

MetroPlan Orlando/Central Florida Regional Transportation Authority Fiscal Year 2019/2020 Unified Planning Work Program Pass-thru Funding Agreement

15. <u>Term and Termination</u>. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2020, unless a grant extension is approved by the FTA or FDOT. For the TD and Local funds, this Agreement shall terminate at midnight, June 30, 2020. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, METROPLAN ORLANDO has caused its name to be subscribed hereunto by its Executive Director, and the CONTRACTOR has caused this contract to be executed in its name by its Chief Executive Officer, being duly authorized to do so.

Witness	MetroPlan Orlando By: Attillmany
	Gary Huttmann, Executive Director Date: 9/30/15
Witness	Central Florida Regional Transportation Authority
*	By:
	Date:

Page 10 of 13

Exhibit A - Project Scope & Budget Updated as of Budget Amendment #1

Central Florida Regional Transportation Authority Participation FY 2018/2019 Orlando Urban Area Unified Planning Work Program FTA & TD Funded Tasks for FY 2018/2019

					Estimated	ΜP	Estimated Work/Cash Reimbursement	burs	sement		
Element	t Element Description	됴	FTA X012-00	4	FTA X013-00 FTA X014-00	4	TA X014-00		TD		Total
210	210 Transit System Monitoring			ş	60,000.00	\$	70,000.00			S	130,000.00
810	Transit Planning	\$	19,847.00	\$	200,120.00	∽	250,000.00			s	469,967.00
820	Management & Operations	\$	20,658.75	\$	74,963.13	\$	100,000.00			\$	195,621.88
840	Smart Growth Planning			∽	50,000.00	\$	100,000.00			ب	150,000.00
850	850 Transportation Disadvantaged Planning			\$	94,140.00	\$	110,000.00	\$	70,000.00	⋄	274,140.00
	TOTALS:	s	40,505.75	\$	479,223.13	\$	630,000.00	\$	70,000.00	\$	TOTALS: \$ 40,505.75 \$ 479,223.13 \$ 630,000.00 \$ 70,000.00 \$ 1,219,728.88

MetroPlan Orlando/Central Florida Regional Transportation Authority Fiscal Year 2019/2020 Unified Planning Work Program Pass-thru Funding Agreement

> Exhibit B Form Letter

July 1, 2019 Third Party Subcontractor Address City, State, Zip

Dear Subcontractor:

As a contracted operator in the Central Florida Regional Transportation System, you are entitled to prompt payment for services funded by the Commission for the Transportation Disadvantaged Trust Fund as outlined in the Planning Grant executed between the Commission and the DOPA as follows:

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

If you feel that the Designated Official Planning Agency is not fulfilling the obligations as outlined in the above paragraph, you can seek assistance through the Commission for the Transportation Disadvantaged Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084). In addition, a Vendor Ombudsman at the Department of Financial Services may be contacted at (850) 413-5516 or toll free (800) 342-2762 for assistance.

Sincerely,

Johnny L. Planner Super Florida Planning Agency Designated Official Planning Agency

Cc: Steve Holmes, Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant Pass-Through

Funds

AMOUNT: \$70,000

COMPLIANCE REQUIREMENTS:

Allowed Activities: The TD Planning Grant is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO) as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Application and Policy Manual for Transportation Disadvantaged Planning Related Services; and as further described in this Agreement and in Exhibit A attached hereto and by this reference made a part thereof.

The TD grant pass-through funds are intended to fund the preparation of the Annual Operating Report, the updating of the Memorandum(s) of Agreement, the preparation of the Transportation Disadvantaged Service Plan, and the application for the Trip Equipment Grant from the FCTD, as enumerated in UPWP Task Number 850.

Allowable Cost: See above and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such State funding by virtue of being the metropolitan planning organization's appointed Community Transportation Coordinator. Powers and duties of the CTC are established in Chapter 427, F.S. and Rule 41-02. Task 850 of the UPWP defines allowed tasks such as:

Preparation of the Transportation Disadvantaged element of the area's TIP Development and annual update of the Transportation Disadvantaged Service Plan Annual performance evaluation of the CTC by the Coordinating Board Maintaining of LCB grievance procedures, bylaws and other tasks required by Chapter 427, F.S.

Matching: There is no matching requirement under this grant.

EXHIBIT D

Federal resources awarded to the Recipient pursuant to this Agreement consist of the following:

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

Allowed Activities: The FTA Federal Transit Metropolitan Planning Grant provides financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO,) as set forth in Chapter 427, Florida Statutes.

The FTA grant pass-through funds are intended to fund work performed on a number of UPWP tasks

Allowable Cost: \$40,505.75 from FTA FL-80-X012-00, \$479,223.13 from FTA FL-80-X013-00, \$630,000 from FTA FL-80-X014-00 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current FAST Act Federal legislation.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such Federal funds by virtue of being the region's transportation authority, the Community Transportation Coordinator, and having access to data and manpower to complete a number of tasks in the UPWP, as follows:

- 1. Collect data regarding bus route passengers carried, operating costs, travel time, vehicle miles, and headways by hour of the day, as well as additional criteria established by FTA.
- 2. Update the 5-yr. Short-Range Transit Development Plan to accurately reflect existing and future conditions:
- 3. Promote safety and security in the transportation planning process;
- 4. Update evaluation of data collection and measurement in the TRB Transit Capacity and Quality of Service Manual and the FDOT Florida MPO Transit Quality of Service Evaluation Guide.
- 5. Review and update the Continuity of Operations Plan (COOP).
- 6. Comply with the requirements of the Americans with Disabilities Act of 1990 to provide paratransit services to individuals who cannot access the fixed route system as well as look at employment, facilities and communications needs.
- 7. Plan updates, training and recertification, community outreach and marketing in connection with specialized transit services planning.
- 8. perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business

Matching: METROPLAN ORLANDO will provide the 10% Local match for all UPWP work tasks performed by the beneficiary under this contract.



Information Item A: Notification of Settlement Agreements Pursuant to Administrative Rule 6

To: LYNX Board of Directors

From: Melanie Stanisic

DEPUTY DIRECTOR OF RISK MGMT

Melanie Stanisic (Technical Contact)

Phone: 407.841.2279 ext: 6167

Item Name: Information Item

Notification of Settlement Agreements Pursuant to Administrative Rule 6

Date: 10/23/2019

LYNX Liability Claim Settlements September 1, 2019 – September 30, 2019

Claimant Name	Accident	Accident Type	Settlement	Date of
	Date		Amount	Check
Gwendolyn Price	08/05/19	Property Damage	\$1,363.67	09/20/19
Sarah Mayhugh	02/26/19	Property Damage	\$395.56	09/20/19
Douglas Jackson	05/31/18	Property Damage	\$40.00	09/20/19
Ivis Vazquez	06/13/19	Property Damage	\$3,811.23	09/20/19
Mears Transportation	08/05/19	Property Damage	\$589.74	09/20/19
Gil Cancel	08/07/19	Property Damage	\$657.16	09/20/19
Gotheril Johnson	05/10/16	Bodily Injury	\$12,500.00	09/20/19
Valencia College	02/25/19	Property Damage	\$6,400.00	09/20/19
Osmose Utilities	05/06/19	Property Damage	\$11,113.19	09/20/19
Hartford/Brian Parker	05/08/18	Property Damage	\$29,748.55	09/20/19



Monthly Report A: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman

DIRECTOR OF MARKETING COMM

Janet Amador (Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Monthly Report: September 2019

Date: 10/23/2019

LYNX COMMUNITY EVENTS AND OUTREACH - SEPTEMBER 2019

SEPTEMBER	EVENT NAME	DESCRIPTION
10	New Operator Orientation	Information
15	FPTA	Information
16	FPTA	Information
17	FPTA	Information
18	FPTA	Information
26	VA Presentation	Information and ID

LYNX PRESS RELEASES | MEDIA NOTES: SEPTEMBER 2019

Sept. 1	LYNX Hurricane Dorian Statement 3 p.m. on Sept. 1
Sept. 3	LYNX Hurricane Dorian Statement 7 p.m. on Sept. 3
Sept. 9	LYNX Board of Directors and Oversight Committee Meetings Date Change to Sept. 30
Бері. 9	Effective Oct. 1 Links 416, 427 and 603 Will be Operated by Citrus Connection



LYNX News Articles – September 2019

Sept. 13	Kissimmee residents say road without crosswalk is accident waiting to happen WKMG News 6 & ClickOrlando People living in Kissimmee say a portion of a road with multiple bus stops and no crosswalk There are also Lynx bus stops on both sides of the road.
Sept. 16	Here's where Orlando ranks for public transit Orlando Business Journal Orlando — with public bus system Lynx and \$1.3 billion commuter rail SunRail — was ranked low for safety and reliability at No. 79, but ranked high Orange County Mayor Jerry Demings to hold town hall meeting on transportation issues Orlando Sentinel The mayor, who in May announced his plan to ask voters in 2020 to raise the county sales tax by 1%, will listen to transportation concerns and answer
Sept. 17	Residents are Divided on Mayor Jerry Demings' Proposed Penny Sales Tax Increase at WMFE Penny Sales Tax Increase at Transportation Town Hall in Orlando to improve public transportation including funding for the Lynx bus service, Here's where Orlando ranks for public transit Orlando Business Journal Orlando — with public bus system Lynx and \$1.3 billion commuter rail SunRail — was ranked low for safety and reliability at No. 79, but ranked high Orange County Mayor Jerry Demings to hold town hall meeting on transportation issues Orlando Sentinel Over the next several months, Demings plans to hold a series of public workshops to listen to people who take the train, use the bus, drive or bicycle Here's where Orlando ranks for public transit Orlando Business Journal Orlando — with public bus system Lynx and \$1.3 billion commuter rail SunRail — was ranked low for safety and reliability at No. 79, but ranked high



LYNX SOCIAL MEDIA – SEPT. 2019

Sept. 1	Hurricane Dorian update. Hurricane update from the Orange County Emergency Operations Center. Response to question about LYNX services. Labor Day holiday schedule.
Sept. 2	Labor Day holiday schedule. Update from Orange County Emergency Operations Center. Hurricane Dorian update. Response to questions about service.
Sept. 3	Hurricane Dorian updates. Response to question about service.
Sept. 4	Hurricane Dorian update. Response to question about ACCESS LYNX service. Response to questions about service.
Sept. 5	Happy Friday Eve. Response to complaint about Link 50.
Sept. 6	Service detour for Mickey's not-so-scary Halloween party. National read a book day.
Sept. 7	Service detour for Orlando City Soccer game.
Sept. 8	LYNX is a great way to get you where you need to go. Service detour for Mickey's not-so-scary Halloween party. Response to question about a bus photo.
Sept. 9	Board of Directors and Oversight Committee meetings date change. Elimination of Links 416, 427 and NeighborLink 603. Response to concern about a bus stop sign.
Sept. 10	NeighborLink service. Response to question about NeighborLink service. Response to question about service in St. Cloud and Narcoosee Road area.
Sept. 11	Patriot Day. Service detour for Orlando Pride game.
Sept. 12	Kissimmee Connector. Response to comment about the Citrus Connection.
Sept. 13	Service detour for Mickey's not-so-scary Halloween party. Response to complaint about Link 40. Friday the 13 th .
Sept. 14	Service detour for Orlando City Soccer game.
Sept. 15	Vanpool.
Sept. 16	Gatorland: Link 108.
	LYNX marketing team wins FPTA awards.
	Response to question about the Kissimmee Connector.
	Response to complaint about a bus blocking the road.
Sept. 17	Elimination of Links 416, 427 and NeighborLink 603.

LYNX B@ard Agenda

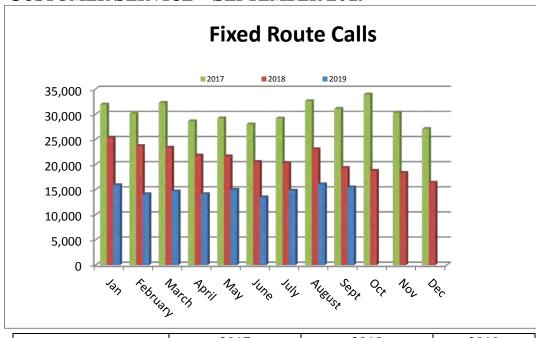
Sept. 18	Travel Training program.
	Response to complaint about Link 104.
	Response to complaint about the LYNX PawPass app.
	Lake Nona self-driving cars.
Sept. 19	LYNX PawPass app.
	Response to question about the PawPass app.
	Response to complaint about the PawPass app.
	Response to complaint about Link 42.
	Response to question about the PawPass app.
	Response to complaint about Links 7 and 11.
	Response to question about a refund.
Sept. 20	Service alert detour on Orange Avenue.
	Friday Feeling.
	Response to question about filing a complaint.
Sept. 21	LYNX ID service will be open today.
Sept. 22	It's a beautiful day for a stroll in the park.
Sept. 23	First Day of Fall.
Sept. 24	Rail safety week.
_	Elimination of Links 416, 427 and NeighborLink 603.
Sept. 25	September Board of Directors and Oversight meetings date change.
	Response to concern about the bus announcements.
	Response to question about ACCESS LYNX login information.
Sept. 26	Best Foot Forward in Seminole County.
	Response to concern about a bus stop sign.
	Service detour on Hughey Avenue.
Sept. 27	Ready to go.
Sept. 28	Elimination of Links 416, 427 and NeighborLink 603.
Sept. 29	National Coffee Day.
	Response to question about a refund.
Sept. 30	A big bright smile to start your Monday.
	Elimination of Links 416, 427 and NeighborLink 603.
	Thanked customer for positive feedback.

SOCIAL MEDIA USAGE	AUGUST 2019
Facebook Likes	5,903
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	39,063
Twitter Followers	5874



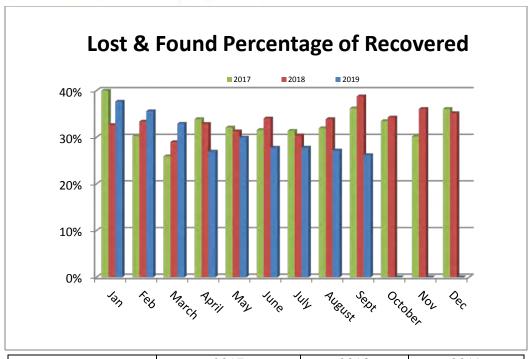
WEBSITE USAGE			
Total Page Views	608,397		
Total User Visits	84,674		

CUSTOMER SERVICE – SEPTEMBER 2019

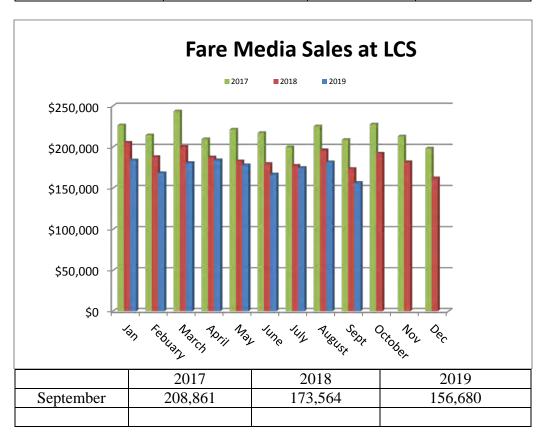


	2017	2018	2019
September	31,105	19,363	15,491

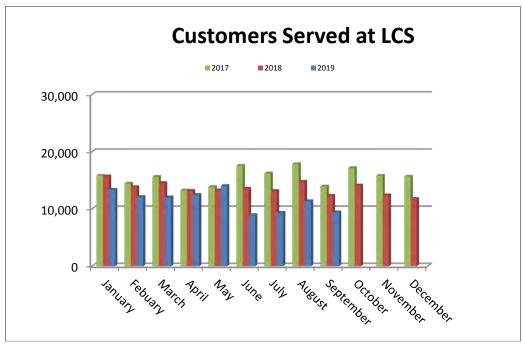
LYNX B@ard Agenda



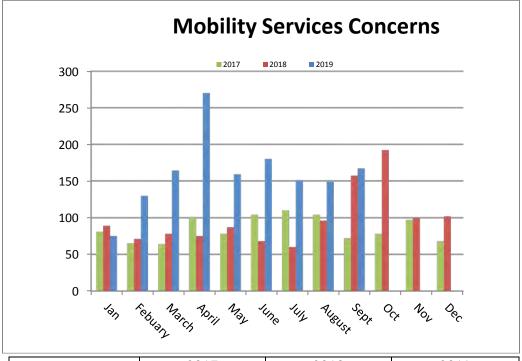
	2017	2018	2019
September	36.22%	38.78%	26.18%



LYNX B@ard Agenda

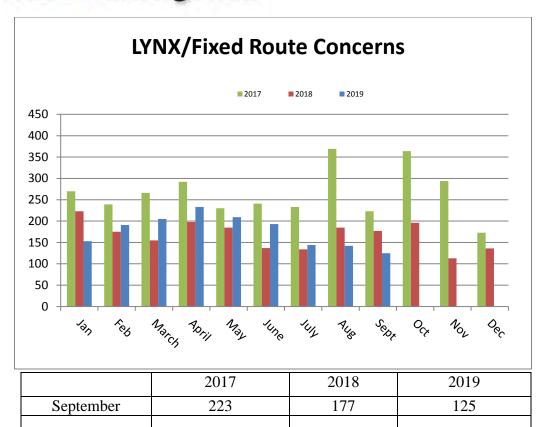


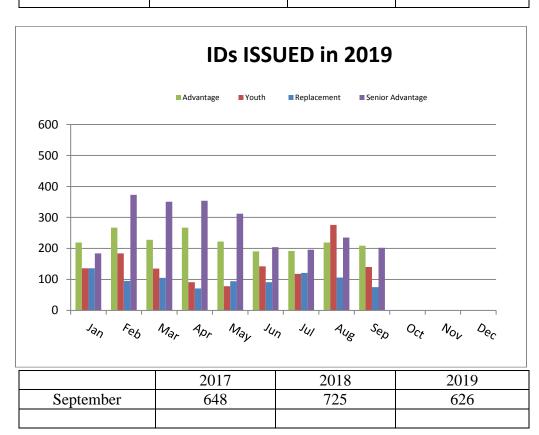
	2017	2018	2019
September	13,935	12,320	9,438



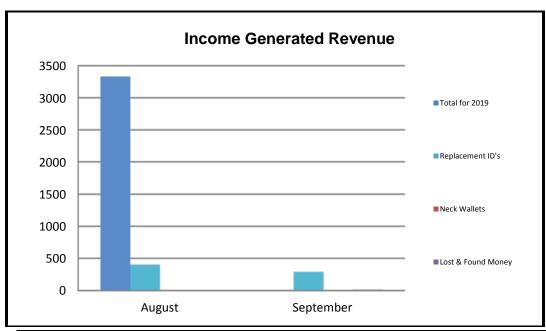
	2017	2018	2019
September	72	157	167

LYNX B@ard Agenda





LYNX B@ard Agenda



	ID Replacements	Lost and Found	Item Sales
August	\$400	\$1	\$0
September	\$289	\$14	\$0

COMMUTER VANPOOL PROGRAM

VANPOOLS	SEPTEMBER 2019
Vanpool Participants	687
Total Revenue Miles	233,418
New Vanpool	3
Returned Vanpools	5
Current Vans at Service	187
Pending Interests	Nothrop Grummen, Off site Disney Location
Events	none

^{*}These are estimates, as data is not available until after the 21st day of following month.



ADVERTISING SALES

ADVERTISING SALES REVENUE	SEPTEMBER 2019	FY19 TOTAL
Sales Revenue	544,327.67	6,181,693.58



Monthly Report B: Mobility Service Reports

To: LYNX Board of Directors

From: William Slot

CHIEF INNOVATION SUSTAIN OFF

Norman Hickling (Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Mobility Service Report

Date: 10/23/2019

A LYNX staff member will provide monthly status report regarding the Key Performance Indicators (KPI) for the Mobility Service Division Performance measures include number of scheduled and completed trips, new and recertified ADA and TD applications, functional assessments and travel training, organizational improvement initiatives, etc.



Mobility Management Services

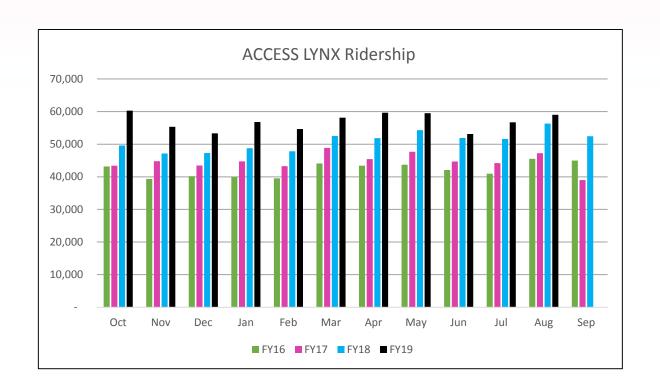
October 23, 2019

Performance Measures – TOTAL ACCESSLYNX Ridership – Completed

Trips



Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY16	43159	39350	40198	39918	39548	44091	43411	43699	42095	40962	45505	44993
FY17	43393	44809	43452	44724	43249	48846	45415	47692	44683	44214	47235	38976
FY18	49614	47154	47288	48748	47855	52544	51837	54331	51915	51600	56323	52442
FY19	60273	55346	53338	56818	54667	58139	59668	59527	53137	56697	59042	



^{*} Lyft service ended March 15, 2019

Transportation Option – MV



Scheduled

Month	Ambulatory	WheelChair	Total
October	28,980	17,258	46,238
November	28,357	17,133	45,490
December	27,570	17,014	44,584
January	26,628	17,722	44,350
February	26,970	16,703	43,673
March	26,176	17,373	43,549
April	26,086	17,717	43,803
May	26,222	17,258	43,480
June	27,962	15,848	43,810
July	26,884	16,660	43,544
August	26,886	16,839	43,725
	FY19 Year to D	ate Total: 486,24	16

Month	Ambulatory	WheelChair	Total				
October	23,315	14,969	38,284				
November	23,093	14,115	37,208				
December	22,981	14,046	37,027				
January	22,416	14,696	37,112				
February	23,100	14,086	37,186				
March	22,583	14,437	37,020				
April	22,502	14,784	37,286				
May	22,424	14,642	37,066				
June	23,926	13,301	37,227				
July	22,903	14,182	37,085				
August	23,116	14,525	37,641				
ı	FY19 Year to Date Total: 410,142						

Transportation Option – OWL



Scheduled

Month	Ambulatory	WheelChair	Total
October	4,313	1,400	5,713
November	4,711	1,505	6,216
December	4,822	1,698	6,520
January	4,342	1,351	5,693
February	4,364	1,384	5,748
March	6,538	2,281	8,819
April	7,058	2,395	9,453
May	6,762	2,679	9,441
June	7,033	2,372	9,405
July	6,871	2,371	9,242
August	6,869	2,340	9,209
	FY19 Year to Da	te Total: 85,459	

Month	Ambulatory	WheelChair	Total			
October	3,738	1,128	4,866			
November	3,705	1,156	4,861			
December	3,847	1,335	5,182			
January	3,491	1,082	4,573			
February	3,524	1,103	4,627			
March	5,371	1,760	7,131			
April	5,883	1,917	7,800			
May	5,613	2,141	7,754			
June	5,854	1,943	7,797			
July	5,850	1,907	7,757			
August	5,850	1,908	7,758			
FY19 Year to Date Total: 70,106						

Transportation Option – Mears



Scheduled

Month	Ambulatory	WheelChair	Total				
October	16,623	-	16,623				
November	14,237	1	14,237				
December	11,848	1	11,848				
January	16,694	1	16,694				
February	13,493	1	13,493				
March	15,791	1	15,791				
April	17,063	1	17,063				
May	17,286	1	17,286				
June	9,273		9,273				
July	13,084		13,084				
August	15,150		15,150				
	FY19 Year to Date Total: 160,542						

Month	Ambulatory	WheelChair	Total		
October	15,889		15,889		
November	12,119		12,119		
December	10,078		10,078		
January	14,077		14,077		
February	11,830		11,830		
March	13,550		13,550		
April	14,582		14,582		
May	14,707		14,707		
June	7,981		7,981		
July	11,263		11,263		
August	12,959		12,959		
FY19 Year to Date Total: 139,035					

^{*} Wheelchair not accessible on Mears Service

Transportation Option – UZURV



Scheduled

Month	Ambulatory	WheelChair	Total
June	143	N/A	143
July	618	N/A	618
August	717	N/A	717
	FY19 Year to D	ate Total: 1,478	

Month	Ambulatory	WheelChair	Total						
June	132	N/A	132						
July	592	N/A	592						
August	684	N/A	684						
	FY19 Year to Date Total: 1,408								

^{*} Wheelchair service not available on UZURV

ACCESSLYNX – TRIPS Transitioned to TNC/TAXI August 2019

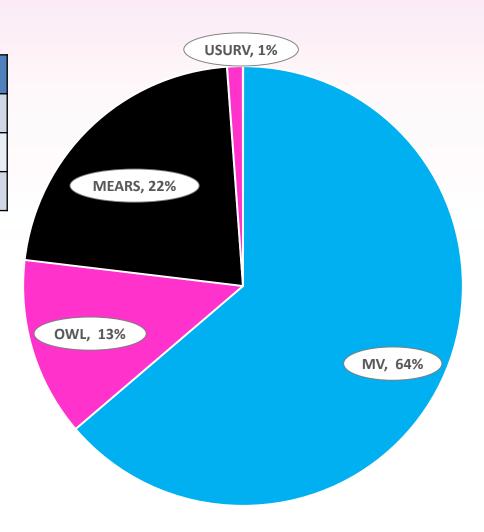


MV = 37,641

MEARS = 12,959

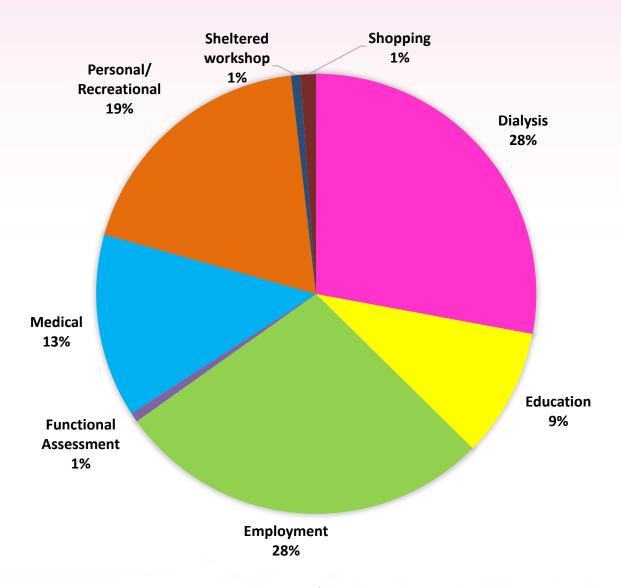
OWL = 7,758

UZURV = 684



ACCESSLYNX – ALL TRIPS BY PURPOSE - August 2019





No Show Counts



- Mobility Services Supervisors Proactive approach
 - Reaching out to customers on weekly basis to discuss no shows trends, cancels at door, and late cancellations
 - Supervisors also educating customer on proper cancellation of trips and discussing with customer to voluntarily remove the subscription
- Habitual No Show customers Subscription rights are suspended and each ride must be reserved one day prior

	November	December	January	February	March	April	May	June	July	August
TOTAL:	5524	5147	4818	4187	4896	4668	4776	3977	4101	4079
Cancel at Door	23	23	23	16	10	3	9	19	39	18
Cancel Late	1354	1038	925	900	993	1024	904	844	865	861
No Show	4147	4086	3870	3271	3893	3641	3863	3114	3197	3200



Performance Measures: Call Center - Average Hold Times



51 of 62

Performance Measures - Unduplicated Eligible Customers



Month	Ambulatory	WheelChair	Both	Total
October	8,699	6,473	9	15,181
November	8,733	6,462	10	15,205
December	8,777	6,459	11	15,247
January	8,766	6,449	11	15,226
February	8,806	6,465	11	15,282
March	8,858	6,437	12	15,307
April	8,866	6,412	13	15,291
May	8,897	6,404	12	15,313
June	8,888	6,341	12	15,241
July	8,849	6,310	12	15,171
August	8,811	6,223	11	15,045



Eligibility - ACCESS LYNX Application Processing **WLYNX**



Program	October	November	December	January	February	March	April	May	June	July	August
ADA - New	213	274	228	202	235	196	306	246	281	268	303
TD - New	107	112	88	113	116	92	101	106	105	92	87
Sub - Total	320	386	316	315	351	288	407	352	386	360	390
ADA- Recert	278	260	339	238	204	209	259	238	165	295	311
TD-Recert	36	57	62	54	55	50	57	46	44	65	68
Sub- Total	314	317	401	292	259	259	316	284	209	360	379
TOTAL New											
and Recert:	634	703	717	607	610	547	723	636	595	720	769
Other						9	55	46	85	77	78
Total											
Denied						63	114	85	133	134	138
			August - Pe	nding Funct	tional Assessr	nent: 375				<u> </u>	

Other: Applications for Stretcher service, Medicaid, Out of Service area, non-completion

Program Initiatives



New Vehicle Procurement

- Eligibility Restructure
- ACCESS PLUS + (Free Pass Program)
- Travel Training Initiative
- Application Programming Interface (API) Integration



Monthly Report C: Planning and Development Report

To: LYNX Board of Directors

From: Tomika Monterville

DIRECTOR OF PLAN & DEVELOP

Bruce Detweiler (Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report

Date: 10/23/2019

STRATEGIC PLANNING, SERVICE PLANNING AND GIS:

All Planning and Development staff have been attending the Orange County Transportation Initiative Town Halls and related meetings and providing responses to transit-related questions to attendees and County staff.

Service Planning is monitoring the effects of the August 2019 service change and is currently working on the next service change, which will take place on December 15, 2019. In addition, Service Planning is developing departmental Standard Operation Procedures (SOP) for several of our processes.

GIS Coordinator and GIS Analyst, Francis Franco and Melissa Meiner, respectively, attended the Central Florida GIS Users (CFGIS) Workshop in Daytona Beach, FL to learn and network with local agency partner's spatial-data publishers. The event facilitates workshops and training opportunities for local GIS practitioners to share and coordinate various data publications.

LYNX GIS staff is actively updating its spatial data and mapping products. The teams' efforts is focused on key transit-data elements delivered via dashboard-styled mapping for an intuitive user experience and improved data comprehension. Official launch of new mapping products are expected to parallel LYNX's website refresh.



Monthly Report D: Ridership Report

To: LYNX Board of Directors

From: Tiffany Homler Hawkins

CHIEF ADMINISTRATIVE OFFICER

Tomika Monterville (Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Ridership Report: August 2019

Date: 10/23/2019

The attached monthly Performance Report includes August Year-To-Date figures for ridership and other performance indicators. Total ridership for August 2019 was 2,015,662. This is an 8.2% decrease from August 2018. On-Time Performance for Fiscal Year-To-Date 2019 is 73%.

- LYNX overall ridership decreased by 179K, or 8.2%, compared to August 2018. Year-to-date ridership for FY-19 (22,424,260) decreased 3.4% compared to August 2018 (23,220,213).
- LYMMO ridership decreased by 20K, or 20.6%, compared to August 2018. Year-to-date ridership for FY-19 (953,608) increased 0.9% compared to FY-18 (945,544).
- Fixed Route ridership decreased by 158K, or 8%, compared to August 2018. Year-to-date ridership for FY-19 (20,259,838) decreased by 4.5% compared to FY-18 (21,206,597).
- NeighborLink ridership increased by 2K or 24.2% compared to August 2018. Year-to-date ridership for FY-19 (131,301) increased 33.6% compared to FY-18 (98,267).
- ACCESS LYNX ridership increased by 3K, or 5.7%, compared to August 2018. Year-to-date ridership for FY-19 (689,678) increased by 12.1% compared to FY-18 (615,172).
- Vanpool ridership decreased by 6K, or 19.8% compared to August 2018. Year-to-date ridership for FY-19 (363,941) increased by 9.8% compared to FY-19 (331,537).
- There were no special events ridership to report for August 2019.



RIDERSHIP

Total Ridership by Mode										
	Aug-18	Aug-19	% Δ	YTD-18	YTD-19	% Δ				
LYMMO	98,763	78,438	-20.6%	945,544	953,608	0.9%				
Fixed Route	1,994,885	1,836,051	-8.0%	21,206,597	20,259,838	-4.5%				
NeighborLink	9,696	12,045	24.2%	98,267	131,301	33.6%				
ACCESS LYNX	62,056	65,620	5.7%	615,172	689,678	12.1%				
Vanpool	29,295	23,508	-19.8%	331,537	363,941	9.8%				
Special Events	0	0	-	23,096	25,894	12.1%				
SYSTEM TOTAL	2,194,695	2,015,662	-8.2%	23,220,213	22,424,260	-3.4%				

August 2018:	23 Weekdays	4 Saturdays	4 Sundays
August 2019:	22 Weekdays	5 Saturdays	4 Sundays

LYNX ridership decreased by 179K, or 8.2%, compared to August 2018. System-wide average weekday riders decreased by 5.0% year-to-date.

LYMMO ridership decreased by about 20K, or 20.6%, compared to August 2018. Average weekday ridership for LYMMO was down 24.7% in August 2019. Ridership decrease is attributed to the closure of the Orlando Union Rescue Mission, 410 W Central Blvd., and also potential summer vacation time taken by the downtown workforce.

Fixed Route ridership decreased by 158K, or 8.0%, compared to August 2018. Average daily ridership decreased by 3.0% compared to the same time period last year. Nationwide bus ridership has seen the largest decrease among transit modes, according to American Public Transportation Association (APTA). This is primarily due to the increased use of rideshare programs, and the low unemployment rate.

NeighborLink ridership increased by about 2K, or 24.2%, compared to August 2018. This is due to inaccurate ridership reporting from the previous year, which has been corrected.

ACCESS LYNX ridership increased by 3K, or 5.7% when compared to August 2018. This is on par with a general increased use of paratransit as more people become eligible for this service.

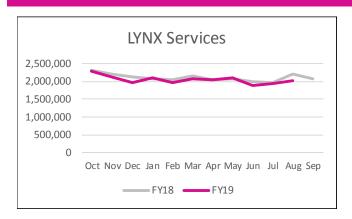
Vanpool ridership decreased by about 6K, or 19.8%, compared to August 2018. This is due to a reporting issue with Agency vehicles.

*According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$2.93/gallon in August 2018 and \$2.77/gallon in August 2019.

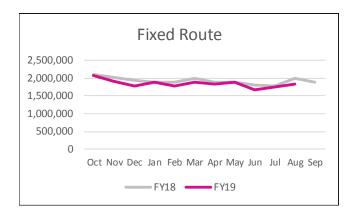


Average Daily Ridership by Mode												
Mode		<u>Weekday</u>			<u>Saturday</u>			Sunday				
Wiode	Aug-18	Aug-19	% Δ	Aug-18	Aug-19	%Δ	Aug-18	Aug-19	% ∆			
LYMMO	3,674	3,674 2,767 - <mark>24.7%</mark> 1,916 1,457 -		-24.0%	1,647	1,631	-1.0%					
Fixed Route	72,323	70,155	-3.0%	49,913	47,633	-4.6%	32,952	33,418	1.4%			
NeighborLink	365	479	31.2%	227	301	32.6%	-	-	-			
ACCESS LYNX	2,003	1,090	-45.6%	1,154	1,090	-5.5%	645	1,212	87.9%			
Vanpool	1,059	994	-6.1%	158	191	20.9%	137	169	23.4%			
SYSTEM TOTAL 79,424 75,485 -5.0%								-				

MONTHLY RIDERSHIP TRENDS BY MODE



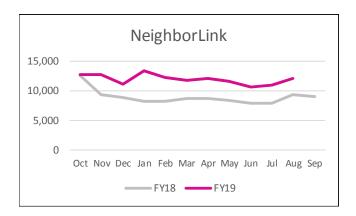
LYNX ridership decreased by 8.2% compared to the same time last year. Average weekday riders decreased by 5.0%.



Fixed route ridership decreased 8.0% compared to August 2018. Average weekday riders decreased by 3.0%.

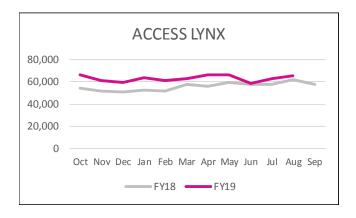


LYMMO ridership decreased by 20.6% compared to the same time last year. Average weekday riders decreased by 24.7%.

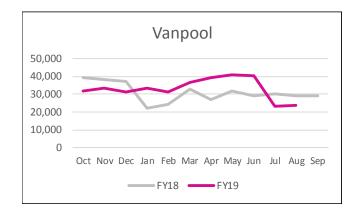


NeighborLink ridership increased 24.2% compared to August 2018. Average daily riders increased by 31.2%.





ACCESS LYNX saw a 5.7% increase over last year. Average daily riders decreased by 45.6%.



Vanpool ridership decreased by 19.8% when compared to August 2018. There is a reporting issue with Agency vehicles.



FY19 Monthly Modal Performance Data Sheet - July 2019

F	FY19 Monthly Modal Performance Data Sheet - July 2019											
7,000	To 19 Information in the part of the part											
					ИΜО						1	
Oct	105,656	11	74%		0	0.03	10,017	99%	16	82%	1	
Nov	93,747	10	73%		0	0.03	9,494	99%	16	60%	1	
Dec	87,666	9	69%		0	0.05	9,510	99%	16	91%	1	
Jan	87,496	9	67%		0	0.04	9,659	99%	16	89%	1	
Feb	87,216	10	56%	e le	0	0.04	8,848	99%	16	99%	1	
Mar	84,207	9	80%	icak	0	0.08	9,608	99%	16	56%	1	
Apr	85,757	9	86%	Not Applicable	0	0.05	9,558	99%	16	100%	1	
May	87,815	9	84%	ot A	0	0.08	9,510	99%	16	100%	1	
Jun	91,539	10	85%	ŭ	0	0.06	8,995	99%	16	92%	1	
Jul	90,944	10	83%		0	0.09	9,510	99%	16	96%	1	
Aug	78,438	8	85%		0	0.09	9,476	99%	16	96%	1	
Sep											1	
YTD	980,481	9	76.4%		0	0.06	104,185	99%	16	87%	1	
			Fi	xed	Route						1	
Oct	2,109,632	23	68%	26%	7	0.03	92,014	99%	289	82%	1	
Nov	2,023,844	23	69%	24%	3	0.03	87,162	99%	291	60%	1	
Dec	1,947,343	22	69%	18%	4	0.05	88,180	99%	288	91%	1	
Jan	1,893,608	21	70%	23%	3	0.04	88,882	99%	290	89%	1	
Feb	1,877,747	23	69%	20%	6	0.04	82,808	99%	289	99%	1	
Mar	1,876,966	21	76%	23%	7	0.08	90,390	99%	283	56%	1	
Apr	1,866,937	21	76%	20%	4	0.05	89,368	99%	288	100%	1	
May	1,879,898	21	77%	19%	7	0.08	90,894	99%	285	100%	1	
Jun	1,678,449	19	78%	17%	3	0.06	87,001	99%	285	92%	1	
Jul	1,740,907	19	77%	24%	4	0.09	90,900	99%	297	96%	1	
Aug	1,836,051	20	73%	19%	6	0.09	91,920	99%	293	96%	1	
Sep											1	
YTD	20,731,382	21	72.8%	21%	54	0.06	979,519	99%	289	87%	,	



FY19 Monthly Modal Performance Data Sheet - July 2019

•	1 119 Worthly Wodal Ferformance Data Sheet - July 2019											
Month End Reporting Ridgeship On-Time Performance Collected Fares MYD Reportable Incident Fleet Awailability Preventable A												
	/.%/	On-Time Pa	/ ,& /	/	Company, Com		Preventable Waintenz					
			o la	<i></i>	July July July July July July July July) 197-30						
	1, Ena ,			6			tellet 1050 1050					
	Rioership		Collected E.	/N		\\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Preventablity (Compage)					
		Ne	eighborl	Link								
Oct	12,667	100%	100%	1	11.0	85%	95%					
Nov	12,681	100%	100%	0	6.9	86%	96%					
Dec	11,176	100%	100%	0	9.2	83%	97%					
Jan	13,403	100%	100%	0	2.8	84%	95%					
Feb	12,320	100%	100%	0	9.3	84%	96%					
Mar	11,770	100%	100%	0	7.5	96%	96%					
Apr	12,024	100%	100%	0	5.3	100%	100%					
May	11,568	100%	100%	0	12.8	83%	98%					
Jun	10,619	100%	100%	0	14.1	81%	95%					
Jul	11,027	100%	100%	0	6.1	84%	96%					
Aug	12,045	100%	100%	0	6.4	82%	98%					
Sep												
YTD	131,300	100%	100%	1	8.3	86%	97%					
		AC	CCESS L'	YNX								
Oct	66,227	90.55%	99.57%	0	10.8	96%	95%					
Nov	61,404	89.93%	99.63%	1	8.7	95%	96%					
Dec	59,049	90.97%	99.68%	2	9.5	96%	97%					
Jan	63,239	93.26%	99.67%	0	5.4	95%	95%					
Feb	60,822	92.41%	99.50%	1	7.5	96%	96%					
Mar	62,409	91.34%	99.42%	0	10.9	96%	96%					
Apr	66,156	90.56%	99.62%	0	11.1	94%	100%					
May	65,828	92.36%	99.60%	2	6.5	95%	98%					
Jun	58,893	91.02%	99.27%	1	4.6	92%	95%					
Jul	62,820	93.82%	99.60%	0	3.2	95%	96%					
Aug	65,620	91.10%	99.78%	0	3.8	94%	98%					
Sep												
YTD	692,467	91.57%	99.58%	7	7.5	95%	97%					



Definitions of Metrics Used on the Monthly Performance Data Sheets

Ridership – The number of trips taken by people using a public transportation system in a given time period.

Passengers per Trip – The average number of passengers who ride on a revenue trip.

On-Time Performance – Refers to the level of success of the service operating according to the published schedule (LYNX defines a bus as on-time if it falls within 0 minutes early to five (5) minutes late of the published schedule).

Farebox Recovery – The percent of a trip's operating costs recovered through passenger fares.

National Transit Database (NTD) Reportable Accidents – A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the event
- An injury requiring immediate medical attention away from the scene for one or more person
- Property damage equal to or exceeding \$25,000
- Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
- An evacuation for life safety reasons

Complaints per 100,000 Miles – Total number of complaints received based off of every 100,000 vehicle miles.

Total Trips Scheduled – Number of vehicle revenue trips scheduled to operate for the month.

Percentage of Scheduled Trips Operated – Percentage of the total of the revenue trips that were actually operated for the month compared to the number that were scheduled to operate.

Fleet Availability – Shows the extent to which the bus vehicle fleet is available for revenue-earning work.

Preventative Maintenance Completed On Time – Percentage of the total number of scheduled preventive maintenance inspections that were completed on time.

Collected Fares – Percentage of fares collected from passengers to use the service.