

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
JANUARY 23, 2009
9:30 a.m.

South Florida Regional Transportation Authority
Board Room
800 NW 33rd Street
Suite 100
Pompano Beach, FL 33064

SFRTA BOARD MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

SFRTA Board Members

Commissioner Bruno Barreiro
Alice N. Bravo
James A. Cummings

Commissioner Josephus Eggleton, Chair
Marie Horenburger
Commissioner Jeff Koons

Felix M. Lasarte
George Morgan, Jr.
F. Martin Perry

Executive Director

Joseph Giulietti

GOVERNING BOARD REGULAR MEETING
OF JANUARY 23, 2009

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

DISCUSSION ITEMS

MATTERS BY THE PUBLIC – Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Governing Board’s Regular Meeting December 12, 2008.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1. MOTION TO APPROVE: Participation Agreement between the South Florida Regional Transportation Authority (SFRTA) and Miami-Dade County (County) for the administrative management of a centralized universal automated fare collection system.

Department: Executive
Project Manager: Renee Matthews

Department Director: Jack Stephens
Procurement Director: Chris Bross

R2.

(A) MOTION TO APPROVE: 2009 Federal Stimulus Package Project List

(B) MOTION TO APPROVE: 2009 Long-Range Federal Project Appropriations Requests

Department: Executive
Project Manager: Vicki Wooldridge

Department Director: Joseph Giulietti
Procurement Director: N/A

R3. MOTION TO APPROVE: Second Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2008-2009 Operating Budget, increasing the budget by \$250,000.00. The total budget for FY 2008-2009 is \$61,552,647.00 (see Exhibit 1).

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Chris Bross

R4. MOTION TO APPROVE: The first of four (4), one (1) year renewal options to Agreement No. 08-002 between the South Florida Regional Transportation Authority (SFRTA) and ACS Transport Solutions, Inc. (ACS), in the amount of \$161,421.60 for Ticket Vending Machine (TVM) software maintenance and support services.

Department: Finance and Information Technology
Project Manager: Michael H. Kanefsky

Department Director: Edward T. Woods
Procurement Director: Chris Bross

R5. MOTION TO APPROVE: First Amendment to Agreement No. 08-003 between the South Florida Regional Transportation Authority (SFRTA) and Bitner Goodman, Inc., increasing the annual not-to-exceed amount of the Agreement by \$250,000.00 for FY 08/09 to fund a regional marketing campaign to promote the use of public transportation as the single most significant choice for preserving the environment.

Department: Marketing and Customer Service
Project Manager: Bonnie Arnold

Department Director: Bonnie Arnold
Procurement Director: Chris Bross

R6. MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) expenditure of \$5,166,000 of SFRTA funds to match with \$5,166,000 of State of Florida Department of Transportation (FDOT) Strategic Intermodal System (SIS) funds for construction of station improvements at the Delray Beach, Fort Lauderdale Airport and Pompano Beach stations.

Department: Planning & Capital Development
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.
Procurement Director: Chris Bross

R7. MOTION TO APPROVE: Joint Participation Agreement FM #417980-1-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for Intermodal Program funds, in the amount of \$4,326,000, to design and construct a new parking deck at the Fort Lauderdale Airport Tri-Rail Station (JPA).

Department: Planning & Capital Development
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.
Procurement Director: Chris Bross

R8. MOTION TO APPROVE: Service Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County in an amount not to exceed \$161,719.00 for Palm Tran to provide shuttle bus service between the Boca Raton Tri- Rail Station, Florida Atlantic University (FAU), the Palm Beach Community College (PBCC) campuses and Federal Highway.

Department: Operations
Project Manager: James De Vaughn

Department Director: Bradley Barkman
Contracts Director: Christopher Bross

R9. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Broward County in the amount of \$4,135,298 for Operating Funds, \$2,670,000 for dedicated recurring annual contributions and \$312,242 for feeder bus service. This Agreement commences July 1, 2008 and ends June 30, 2009 (Exhibit 1).

Department: Finance and Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Chris Bross

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

I-1 INFORMATION – Planning Technical Advisory Committee Report

I-2 INFORMATION – Fiscal Year 2007-08 Annual Audit Reports

I-3 INFORMATION – SFRTA Public Opinion Study

I-4 INFORMATION – South Florida East Coast Corridor Transit Analysis

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY TASK FORCE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – All projects are completed
- B. RIDERSHIP GRAPHS – November / December
- C. ON-TIME PERFORMANCE GRAPHS – November / December
- D. MARKETING MONTHLY SUMMARY – November / December
- E. BUDGETED INCOME STATEMENT – November / December
- F. PAYMENTS OVER \$2,500.00 – November / December
- G. REVENUE AND FARE EVASION REPORTS – November / December
- H. SOLICITATION SCHEDULE – November / December
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - November / December
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – November / December
- K. PROPERTY COMMITTEE – PROJECT SCHEDULE - Current

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Governing Board of the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she 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.

Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF DECEMBER 12, 2008

The regular Meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, December 12, 2008 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Miami-Dade County Commissioner – *arrived at 9:45 a.m.*
 Alice N. Bravo, Florida Department of Transportation, District VI – *via teleconference*
 James A. Cummings, Citizen Representative, Broward County
 Josephus Eggelletion, Jr., Chair – Broward County Commissioner
 Marie Horenburger, Citizen Representative, Palm Beach County
 Jeff Koons, Vice-Chair, Palm Beach County Commissioner
 Felix M. Lasarte, Citizens Representative, Miami-Dade County – *arrived at 10:15 a.m.*
 George Morgan, Governor’s Appointee
 F. Martin Perry, Governor’s Appointee

BOARD MEMBERS ABSENT:

ALSO PRESENT:

Joseph Giulietti, Executive Director, SFRTA
 Jack Stephens, Deputy Executive Director, SFRTA
 Bonnie Arnold, Director of Marketing, SFRTA
 Brad Barkman, Director of Operations, SFRTA
 Chris Bross, Director of Procurement, SFRTA
 Diane Hernandez Del Calvo, Director of Administration, SFRTA
 Mary Jane Lear, Director of Human Resources, SFRTA
 Renee Matthews, Special Projects Manager, SFRTA
 Dan Mazza, Director of Engineering and Construction, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Jeffrey Olson, Staff Counsel, SFRTA
 Edward Woods, Director of Finance & IT, SFRTA
 Sandra Thompson, Executive Administrative Coordinator, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 9:35 a.m.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Giuliatti requested the following revisions to the Agenda.

R4

Revision to EXHIBIT 1

MOTION TO APPROVE: Amendment 1 to Agreement 02-711 between South Florida Regional Transportation Authority (SFRTA) and Tyler Technologies, Inc. (formerly Eden Systems Inc.), exercising the five (5) year option to renew for the ongoing purchase, maintenance, training, and software support of the agency’s integrated financial management software system, in the not to exceed amount of \$287,260.36.

Ms. Teresa Moore, SFRTA General Counsel requested the following revisions to the Agenda.

REVISION:

R8. (Replacement motion)

MOTION TO AUTHORIZE: The Executive Director to negotiate and execute any documents necessary to permit FDOT and Miami-Dade County and/or their respective contractors to perform MIC-related work at South Florida Regional Transportation Authority (SFRTA’s) Miami Airport Station (“MAS”) prior to the sale of the MAS property to FDOT.

R9. (Language change in summary explanation)

MOTION TO APPROVE: Waiver of conflict of interest regarding Greenberg Traurig’s (“GT’s”) representation of The Wackenhut Corporation (“Wackenhut”) in employment litigation matters in order to permit GT to advise SFRTA on issues relating to its security services contract with Wackenhut.

SUMMARY EXPLANATION AND BACKGROUND:

In the event that the SFRTA Governing Board wishes to discuss the Wackenhut contract at this Board meeting, it will be necessary for GT to seek the waiver requested above.

Specifically, GT requests that the SFRTA Governing Board grant a waiver of any conflict of interest relating to GT’s current representation of Wackenhut in various employment litigation matters (provided that the scope of such waiver does not extend to any employment litigation matters involving Wackenhut’s contract with SFRTA), in order to permit GT to advise SFRTA on the contractual provisions of the Wackenhut contract, **excluding discussions concerning** termination strategies. In the event the SFRTA Governing Board wishes to address strategies regarding how to terminate the contract or related matters, or was to enter into litigation with Wackenhut, GT’s co-counsel, Kirk Deleon of Edwards & Associates is available to represent SFRTA.

Board Member Marie Horenburger moved to approve the revised Agenda. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

DISCUSSION ITEMS

MATTERS BY THE PUBLIC

Mr. Dan Glickman of Deerfield Beach, Florida addressed the Board. Mr. Glickman made comments on the lack of meetings of the Citizens Advisory Committee (CAC). Mr. Glickman gave a score card update on Tri-Rail related and SFRTA internal related agenda items. Mr. Glickman commented on capital funds and operating funds criteria.

Board Member Morgan commented that he had made his appointment to the CAC and if the committee is not meeting then it should be disbanded.

The Chair stated that he has an appointment to the committee, Nadine Hankerson and is awaiting her resume for submission and approval by the Board.

Commissioner Koons recommended that the existing Metropolitan Planning Organization's (MPO) CAC could be used for input.

Mr. Tomas Boiton of Lake Park, Florida a member of Citizens for Improved Transit addressed the Board. Mr. Boiton stated that he is a member of the MPO/CAC and on the Palm Tran Service Advisory Board. These groups focus on what the SFRTA is interested in achieving and can speak to the public in one voice. These committee members are the end users of the Tri-Rail system and the bus system and are the best source for feedback.

Mr. Michael Masanoff of Boca Raton, Florida, representing Cypress Creek Partners, LLC (CCP) addressed the Board. Mr. Masanoff stated that CCP will not request an extension on the Cypress Creek parking lot project.

The Chair called upon Board Member George Morgan, Chair of the Property Task Force (PTF) to report on the Cypress Creek parking lot project.

Board Member Morgan reported on the Cypress Creek parking lot project. He gave details on the negotiations and that granting of an easement is where an impasse has been reached.

The Chair called for action from the Board.

Board Member Jim Cummings moved to stop all further negotiations and to move on. The motion was seconded by Board Member Marie Horenburger.

Discussion took place.

The Chair called for further discussion and/or opposition to the motion. Commissioner Jeff Koons objected. Upon hearing that, the Chair declared the motion carried.

Mr. Giulietti requested acceptance of the Chair's appointment, Nadine Hankerson to the CAC.

Board Member Marie Horenburger moved to approve the nomination of Nadine Hankerson to the SFRTA CAC. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Governing Board's Regular Meeting of October 24, 2008.

Board Member Marie Horenburger moved to approve the Consent Agenda. The motion was seconded by Commissioner Bruno Barreiro.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1.

MOTION TO APPROVE:

- A. South Florida Regional Transportation Authority's (SFRTA) State Legislative Plan for Fiscal Year 2008-09 and direct staff to work with the appropriate agencies and elected local and state representatives to implement the recommended initiatives.
- B. Delegate authority to a person to be selected by the SFRTA Governing Board to make changes to the FY 2008-09 State Legislative Plan during the legislative session and to report any changes to the Board via fax or e-mail once made.
- C. Approval of additional advocacy assistance as needed for the duration of the 2009 Legislative Session to be arranged by Ericks Consultants, Inc. with the dollar amount to be approved by the Governing Board.

Board Member Marie Horenburger moved to approve R1. A. The motion was seconded by Board Member Martin Perry.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

Commissioner Jeff Koons moved to approve R1. B. and to delegate authority of the State Legislative Plan to Commissioner Bruno Barreiro and to delegate the Federal Legislative Plan to Commissioner Josephus Eggelletion. The motion was seconded by Board Member Marie Horenburger.

Discussion took place.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

Board Member Marie Horenburger moved to approve R1. C., with a \$200,000 limit. The motion was seconded by Board Member Martin Perry.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

via teleconference

Mr. John Cline, Federal Legislative Consultant for SFRTA gave an update on the recent federal actions. He stated that the congressional session is directed towards an economic stimulus bill. This bill could possibly provide \$45 billion for transportation, of which \$6-8 billion could go for transit. Tri-Rail may get formula money allocations as early as next year. Tri-Rail projects have been provided to the congressional delegation. Mr. Cline continued that other legislative actions are the SAFTEA-LU, highway transit reauthorization bill which is up for renewal in 2009 and that a draft bill could be ready in April 2009. He stated that meeting with delegates and congressional members is the goal for the March 2009 time frame.

Board Member Alice Bravo signed on at 10:32 a.m.

The Chair called for a motion to provide for travel expense reimbursement to Board Members who travel to Washington, D.C. or Tallahassee, FL for legislative purposes on behalf of SFRTA.

Board Member Marie Horenburger moved to approve travel expense reimbursement for SFRTA Board Members to travel to Washington, D.C. and Tallahassee, FL for legislative purposes on behalf of SFRTA. The motion was seconded by Commissioner Jeff Koons.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

The Chair called upon Board Member Bravo or Mr. Gerry O'Reilly with FDOT to share on the state project goals.

Board Member Bravo stated that FDOT's goal is to provide ready-to-go projects to be able to access funding from the stimulus package. The requirements are that the National Environmental Policy Act (NEPA) is complete and that these projects be ready for a Request For Proposal (RFP) within a 120-180 day window.

Discussion took place.

The Chair directed the Board Members to be ready to travel to Washington, D.C. and Tallahassee, Florida in February/March to lobby and attend committee meetings. He also directed the Board Members contact their specific organizations and the SFRTA staff and counsel to prepare letters to campaign and push identified projects of immediate importance.

R2.

MOTION TO APPROVE: First of Three One-Year Options to Agreement No. 06-621 between South Florida Transportation Authority (SFRTA) and the C2 Group, LLC for federal legislative consultant services, to extend contract term through January 31, 2010, in the firm, fixed price amount of One Hundred Twenty Thousand Dollars (\$120,000) annually, Ten Thousand Dollars (\$10,000) monthly, for a term of one year.

Board Member George Morgan moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R3.

Modification to the Purchase Orders between South Florida Regional Transportation Authority (SFRTA) and Greenberg Traurig, P.A. ("GT") for additional services under Agreement No. 02-710 in the not-to-exceed amounts as described.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R4.

MOTION TO APPROVE: Amendment 1 to Agreement 02-711 between South Florida Regional Transportation Authority (SFRTA) and Tyler Technologies, Inc. (formerly Eden Systems Inc.), exercising the five (5) year option to renew for the ongoing purchase, maintenance, training, and software support of the agency's integrated financial management software system, in the not to exceed amount of \$287,260.36.

Board Member Marie Horenburger moved for approval as revised. The motion was seconded by Commissioner Bruno Barreiro.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R5.

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County in the amount of \$4,050,000 for Operating Funds and \$2,670,000 for dedicated recurring annual contributions. This Agreement commences July 1, 2008 and ends June 30, 2009 (see Exhibit 1).

Commissioner Jeff Koons moved to amend the motion as follows: Motion to authorize the Executive Director to negotiate and execute an amendment to this agreement in an amount up to \$90,000.

Board Member Marie Horenburger moved for approval as amended. The motion was seconded by Commissioner Bruno Barreiro.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R6.

A. MOTION TO APPROVE: Agreement No. 08-004 between South Florida Regional Transportation Authority (SFRTA) and Limousines of South Florida, Inc., for Operating Services for SFRTA's Shuttle Bus System, for a period of seven (7) years, in the maximum not-to-exceed amount of \$21,959,082.00.

B. MOTION TO AUTHORIZE: Staff to seek a reduction in cost to Agreement No. 08-004 related to the removal of the airport bus equipment requirement, and reflect such reduction in a contract amendment executed under the Executive Director's authority.

Board Member Marie Horenburger moved for approval of "A." and "B.". The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R7.

MOTION TO APPROVE: Joint Participation Agreement (JPA), FM #416399-1-94-01 Contract #APB13 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) in the amount of \$1,933,602.00 to partially fund the construction of pedestrian/ADA improvements at the 79th Street Tri-Rail/Metrorail Transfer Station.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R8.

MOTION TO AUTHORIZE: The Executive Director to negotiate and execute any documents necessary to permit FDOT and Miami-Dade County and/or their respective contractors to perform MIC-related work at South Florida Regional Transportation Authority (SFRTA's) Miami Airport Station ("MAS") prior to the sale of the MAS property to FDOT.

Board Member Marie Horenburger moved for approval as revised. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R9.

MOTION TO AUTHORIZE: Waiver of conflict of interest regarding Greenberg Traurig's ("GT's") representation of The Wackenhut Corporation ("Wackenhut") in employment litigation matters in order to permit GT to advise SFRTA on issues relating to its security services contract with Wackenhut.

Commissioner Bruno Barreiro moved for approval as revised. The motion was seconded by Board Member Martin Perry.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

The Chair made comments about his experience with vandalism at the Ft. Lauderdale Station parking lot.

Discussion took place.

Board Member Martin Perry moved to direct the Executive Director and staff to modify the Wackenhut contract to provide for better security at the stations and to look into providing security cameras at the stations and to incorporate security cameras for the proposal for federal funding. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

Mr. Joe Stanike a member of the Association of Railroad Passengers and citizen at large addressed the Board. Mr. Stanike suggested that the placement of "tactical platforms," could be a temporary solution to the immediate need of security.

Board Member Bravo signed off at 11:05 a.m.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

I-1 INFORMATION – Equal Employment Opportunity Report Year End 2007

Ms. Diane Hernandez Del Calvo, SFRTA Director of Administration/ EEO Officer and Ms. Loraine Kelly-Cargill, SFRTA Transportation Planning Manager/EEO Officer addressed the Board. Ms. Hernandez Del Calvo stated that in accordance with federal guidelines and as a recipient of Federal Transportation Administration (FTA) Funds, the SFRTA follows EEO procedures and guidelines. Ms. Hernandez Del Calvo introduced Ms. Cindy Mattson of EEO Consultants, Inc. who was hired to do the workforce analysis for the SFRTA.

Ms. Mattson addressed the Board. Ms. Mattson stated that female representation has remained consistent in representation. Minority representation stands at 55%, which is a good ratio for affirmative action in a small agency.

I-2 INFORMATION – Discussion of Current and Upcoming Federal Issues Affecting the SFRTA Based on Executive and Congressional Transition

Discussion was made earlier in the meeting.

I-3 INFORMATION – SFRTA Host Transportation Workshops in Palm Beach, Miami-Dade and Broward

Mr. Jim Murley of Florida Atlantic University (FAU) addressed the Board. Mr. Murley stated that he had moderated the three workshops and that copies of the summary were provided to the Board Members. Mr. Murley commented on several priority items that were received in the feedback from the workshops. The fourth meeting in the series will be a Summit to be held on Saturday, February 21st, 2009 at the Broward County Convention Center in Ft. Lauderdale.

Discussion took place.

I-4 INFORMATION – Planning Technical Advisory Committee Report (PTAC)

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY TASK FORCE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE

Mr. Dan Glickman of Deerfield Beach, Florida addressed the Board. Mr. Glickman stated that PTAC has met four times in the past year. In attempts to discuss parking policies, Mr. Glickman noted that various ownerships, SFRTA, FDOT, counties and cities have various parking policies. PTAC has been at an impasse on implementing a policy due to these various ownerships.

The Chair noted that Mr. Rene Pedrayes, Wackenhut Regional Vice President, and Mr. Michael Boss, Wackenhut General Manager, were available for questions.

Board Member Morgan requested a proposal breakdown on a continuous patrol of the stations.

- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – All projects are completed

B. RIDERSHIP GRAPHS – October

Mr. Giulietti stated that ridership for October was up 22.9%, November was up 26.6%. Currently the ridership increase is tracking at 35.7% for December. Per the American Public Transportation Association (APTA), SFRTA was the second fastest growing commuter rail system for the third quarter of 2008, in the nation.

C. ON-TIME PERFORMANCE GRAPHS – October

D. MARKETING MONTHLY SUMMARY – October

E. BUDGETED INCOME STATEMENT – October

F. PAYMENTS OVER \$2,500.00 – October

G. REVENUE AND FARE EVASION REPORTS – October

H. SOLICITATION SCHEDULE – October

I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - October

J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – October

K. PROPERTY COMMITTEE – PROJECT SCHEDULE - Current

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti stated that January 2009 marks the 20th Anniversary of Tri-Rail. On January 10th, a Rail Fun Day for Families will be held at the Ft. Lauderdale/Hollywood Station. Information is forthcoming.

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

The Chair requested that Wackenhut incident reports to be included with the monthly reports.

BOARD MEMBER COMMENTS

Commissioner Koons stated that Palm Beach County adopted a five-year road program. The administration presented a budget cut of \$80 million on road construction in order to guarantee existing levels of service for Palm Tran for the next 5 years. Commissioner Koons stated that the Florida Urban Transportation Coalition (FUTC) has brought together the business communities of Orlando, Tampa, South Florida and Jacksonville to address the needs of growth management and transportation. He stated that a draft report of the rail study and the investment policy of FDOT will be provided.

The Chair requested of Board Members Perry, Cummings and Morgan to engage the local business communities on the transportation issues facing the RTA's this legislative session.

Board Member Morgan reported that he has been asked to be on the board to examine the FEC Corridor.

Board Member Perry reported that he also has been asked to be on the board to examine the FEC Corridor. He added that he asked to be appointed to the SFRTA Board because he is committed to commuter rail in South Florida.

Board Member Perry moved to nominate Mr. Tomas Boiton, as his appointment, to the SFRTA CAC. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

Board Member Horenburger stated that there is a parking problem at the Delray Station. Commuters are parking on public property and filling the spaces prior to workers arriving at the county building. The county administrator is investigating the insurance liability issue and a temporary solution may be at hand prior to SFRTA parking project at this station.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:45 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Consent Regular Public Hearing

PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY FOR THE ADMINISTRATION
OF THE UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

REQUESTED ACTION:

MOTION TO APPROVE: Participation Agreement between the South Florida Regional Transportation Authority (SFRTA) and Miami-Dade County (County) for the administrative management of a centralized universal automated fare collection system.

SUMMARY EXPLANATION AND BACKGROUND:

At the August 22, 2008, Governing Board meeting, the Board authorized staff to enter into sole source negotiations with Cubic Transportation Systems, Inc. to procure a Universal Automated Fare Collection System (UAFCS). As part of the negotiation process, SFRTA requires an agreement with the County that it will administratively manage the centralized computer system for the UAFCS on behalf of SFRTA. The Participation Agreement outlines the scope of services and fee structure that will form the basis of the agreement.

The County has already entered in a contractual agreement with Cubic Transportation Systems, Inc. to procure its automated fare collection system and is in the process of implementing the system. The central computer system that manages the County equipment will also manage SFRTA's system.

The goal of SFRTA is to provide seamless access between transit systems in the region. Miami Dade Transit has branded the *EASY CARD* as its fare card. SFRTA is planning to expand this fare card into its system. The central management of the computer system and related customer service functions will establish a foundation to build a regional smartcard system and is the most cost effective.

Department: Executive
Project Manager: Renee Matthews

Department Director: Jack Stephens
Contracts Director: Christopher Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: Exhibit 1

PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY FOR THE ADMINISTRATION
OF THE UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

Recommended by: [Signature] /14/09
Department Director Date

Approved by: [Signature] /14/09
Contracts Director Date

Authorized by: [Signature] /14/09
Executive Director Date

Approved as to Form by: [Signature] /14/09
Staff Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Josephus Eggleton	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner Jeff Koons	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	Alice Bravo	<input type="checkbox"/> Yes <input type="checkbox"/> No
James Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	George A. Morgan, Jr.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Marie Horenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No	Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Felix Lasarte	<input type="checkbox"/> Yes <input type="checkbox"/> No		

**PARTICIPATION AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

This Agreement made and entered into this ___ day of ____, 2009, by and between MIAMI-DADE COUNTY (the “COUNTY”) and the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (“SFRTA”);

WHEREAS, the COUNTY has contracted with Cubic Transportation Systems, Inc., (“Cubic”) for the design, fabrication, installation and maintenance of an automated fare collection system under the COUNTY’s Contract No. 8481-2/22 (the “Cubic Contract”), using contactless smart card media;

WHEREAS, in the design of the automated fare collection system the COUNTY has provided for the capability of regional fare collection and seamless transfers between regional transit providers;

WHEREAS, SFRTA is desirous of implementing the Easy Card system that will be part of the COUNTY’s system as a method of fare collection for its patrons and to allow for seamless transfer between SFRTA and the COUNTY;

NOW, THEREFORE, for and in consideration of the mutual obligations of and agree as follows:

1. Definitions.

Easy Card: limited use or extended use smart card displaying the Easy logo and used in compatible automated fare collection equipment installed on participating transit systems.

COUNTY: Miami-Dade County, the fixed route Metrobus, Metrorail, and Metromover operations provided by Miami-Dade County and the associated paratransit system.

Cubic: Cubic Transportation Systems, Inc., a corporation organized and existing under the laws of the State of California, the contractor for the design, fabrication, installation, and maintenance of the automated fare collection system.

Fare Device: Ticket vending machines (TVMs), ticket office machines (TOMs), handheld validators, stand alone validators (SAVs) and point of sale devices or other mechanisms or interfaces between the customer and the automated fare collection system

Implementation Date: The first date on which the Easy Card system is fully operational and accepted in writing by the COUNTY or the SFRTA for use as a means of fare collection for payment of COUNTY or SFRTA fares, respectively.

Initial Term: A period of five years from the Implementation Date.

NextFare: The software system installed by Cubic for the purpose of defining fare structure, recognizing fare media, recording, and reconciling transactions using the Easy Card and providing data related thereto.

2. Purpose and Scope of Agreement. The purpose of this Agreement is to provide for SFRTA to use the Easy Card as a method of cashless fare collection on SFRTA's fixed route service and for patron transfer between the fixed-route service of the COUNTY and the SFRTA. The COUNTY shall provide the services set forth herein so that SFRTA may sell Easy Card fare products, collect fares through SFRTA fare devices equipped with Easy Card readers, manage SFRTA's automated fare collection system and provide transfers between the COUNTY system and SFRTA. The COUNTY shall be responsible for the operation of a central system and clearinghouse which shall recognize revenue when the Easy Card is presented to a SFRTA fare device and transmit the necessary data to properly recognize, reconcile and deposit revenue to the account of SFRTA. The COUNTY shall be responsible for the provision of Easy Card customer service, including managing centralized card sales and distribution, and addressing customer inquiries.

3. Fare Structure.

(a) It is the intention of the parties to maintain control and manage their own respective fare policies, but to assure inter-operability of the Easy Card system. It is also their intent to maintain interagency fare products that support convenient inter-agency transfers with the specific policies and management procedures for maintenance of associated fare tables to be determined by separate agreement.

(b) Until the COUNTY's Implementation Date, the COUNTY will continue to provide existing paper transfer media to SFRTA for transfers from SFRTA to the COUNTY. SFRTA shall permit transfers from the COUNTY to SFRTA using existing paper transfers. To the extent that there is a difference between the COUNTY's and the SFRTA's Implementation Date, the COUNTY and SFRTA agree to develop an interim operating plan to mitigate any potential customer impacts regarding interagency transfers.

(c) The COUNTY and SFRTA will determine a process to assure that the central fare tables and other software necessary to support the operation of a regional, inter-operable smart card program are maintained by the COUNTY, including any alterations that may be necessary from time-to-time as a result of fare pricing or policy modifications or software upgrades/changes. Any costs necessary to support said modifications or upgrades shall be reasonably shared between the COUNTY and the SFRTA. Cost associated with changes proposed by SFRTA shall be the responsibility of SFRTA and cost associated with changes proposed by the COUNTY shall be the responsibility of the COUNTY. Cost incurred in the course of operations of the clearinghouse shall be shared by the respective parties as provided in section 5(c)2d. The COUNTY shall be responsible for making all changes on a timely basis with sufficient notification from SFRTA. The COUNTY shall also be responsible for assuring that all fare devices remain coordinated with the central system and interoperability across both agencies is maintained.

Design, Installation and Testing of NextFare Software and Supporting Hardware. Subject to the approval of the SFRTA Governing Board, SFRTA is contracting with Cubic for the integration of the SFRTA fare devices into the COUNTY system. The COUNTY agrees to support the design, testing and installation of SFRTA software and supporting hardware.

4. Provision of Fare Media.

(a) **Extended Use Easy Cards.** SFRTA shall determine the means and methods of distributing Easy Cards to its patrons. At SFRTA's request, the COUNTY shall provide encoded extended use Easy Cards to SFRTA for sale at SFRTA's sales outlets and fare devices. These cards may be unvalued or preloaded with cash and other types of products. SFRTA shall pay to the COUNTY the actual cost of procuring the extended use Easy Card. The County and SFRTA shall establish the actual price per card based on approved contracts and this price will be updated as necessary during the life of this agreement. The COUNTY shall provide encoded extended use Easy Cards within sixty (60) calendar days of receiving an order. The COUNTY shall keep the SFRTA supplied with non-encoded extended use Easy Cards on a continuous basis for stocking in the SFRTA's TVMs.

The COUNTY shall provide web-based, phone, and mail order sales of extended use Easy Cards through the Easy Card web site, the customer call center and mail order as part of the monthly fee to be negotiated between the COUNTY and SFRTA as referenced in section 5 (c) 2 d. . SFRTA shall have the right to link its web site to the Easy Card web site for SFRTA web-based Easy Card sales.

(b) Limited Use Easy Cards. SFRTA shall determine the extent to which it shall offer limited use Easy Cards to its patrons. At SFRTA's request, the COUNTY shall provide encoded limited use Easy Cards to SFRTA for sale at SFRTA's sales outlets. These cards may be preloaded with cash and other types of products as requested by SFRTA. SFRTA shall pay to the COUNTY the actual costs of such limited use Easy Cards. The County and SFRTA shall establish the actual price per card based on approved contracts and this price will be updated as necessary during the life of this agreement. The COUNTY shall provide pre-encoded limited use Easy Cards to SFRTA within sixty (60) calendar days of receiving an order. Should the SFRTA decide to stock TVMs with limited use Easy Cards, the COUNTY shall keep SFRTA supplied on a continuous basis with non-encoded limited use Easy Cards for stocking in the TVMs.

The COUNTY shall provide SFRTA with the specifications, security documentation and any other information necessary to competitively procure smart cards compatible with the Easy Card system, should SFRTA desire to procure its own Easy Cards or launch its own compatible smart card product for use as fare media.

5. *Revenue Recognition, Clearinghouse, and Revenue Reconciliation.*

Each participating agency will be responsible for collecting funds deposited in its fare devices and depositing said revenues in an agency bank account. Only fare value added to an Easy Card at one agency, but used at another agency will be the subject of clearing and reconciliation between the participating agencies. The COUNTY shall be responsible for the operation of a clearinghouse which shall recognize revenue transactions when the Easy Card is presented to a fare device and transmit the necessary data to properly recognize, reconcile, and deposit revenue to the account of each agency in accordance with the following revenue recognition principles:

(a) *Revenue Recognition Principles:*

1. The full value of a SFRTA pass products encoded on an Easy Card, i.e., daily, weekly, monthly, 7 day, 31 day, 12-trip or other instrument whose use is limited to the SFRTA, shall be recognized and shall be credited to SFRTA upon sale of the timed pass. Pass products that can only be used on COUNTY services will be credited to the COUNTY.

2. The agreed value of a single trip encoded on an Easy Card shall be credited to each agency upon use of the trip.

3. The value of interagency transfers or products shall be allocated to the COUNTY and SFRTA based on a separately agreed inter-agency fare policy.

(b) *The COUNTY Clearinghouse Responsibilities:*

1. Reconcile and settle revenue each business day. Weekend activity will be processed on the following Monday and holiday activity will be processed on the following business day. The close of the revenue day is defined as 12:00 a.m.

2. Within 5 business days of the close of the revenue day, prepare a net settlement report and transfer, as necessary, by wire or other electronic means all revenue owed SFRTA (SFRTA passes loaded at COUNTY fare devices, stored value or trips loaded at COUNTY fare devices but used at SFRTA, and SFRTA's share of any transfer revenue as determined by separate agreement).

3. Provide revenue reports to SFRTA to coincide with the processing of fare device transactions sufficient to allow full reconciliation of fare media use and revenue.

4. Provide SFRTA access to the NextFare database for the purpose of generating reports and conducting analysis. The COUNTY and SFRTA agree to share reports and analysis, and further agree to meet at a frequency to be mutually determined to assure that data accuracy and transparency issues are addressed appropriately.

5. Maintain the clearinghouse, related software and data sufficient to support the clearing, settlement and customer service functions between SFRTA and the COUNTY, including uploading and downloading data from fare devices, such as fare tables, autoload lists, negative lists, payment and usage data, etc.

(c) *SFRTA Clearinghouse Responsibilities:*

1. Maintain a bank account into which cash from Easy Card sales and clearinghouse revenue settlements are deposited.

2. Maintain fare devices and supporting communication systems to assure operationally necessary exchange of fare collection related data on a mutually agreeable schedule.

3. Transfer to the COUNTY as required by periodic clearing reports any funds owed the COUNTY (COUNTY passes loaded at SFRTA fare devices, stored trips or value loaded at SFRTA fare devices but used at the COUNTY, and the COUNTY's share of any transfer revenue as determined by separate agreement).

(d) *Clearinghouse Service Fees.* The COUNTY and SFRTA agree to establish a reasonable reimbursement process for all costs assumed by the COUNTY to support integration with SFRTA.

SFRTA shall pay to the COUNTY a sum equal to SFRTA's proportional share of clearinghouse cost and other agreed cost, as measured by the proportionate share of Easy Card passenger trips attributed to SFRTA compared to total Easy Card passenger trips. Through the audit process described herein, SFRTA and the COUNTY shall evaluate clearinghouse use and cost and adjust SFRTA's proportional share of clearinghouse cost on a semi-annual basis. Clearinghouse cost to be proportioned shall not exceed those costs actually incurred by the COUNTY in the recognition and reconciliation of revenue and related reporting, maintenance and customer service functions.

The COUNTY and SFRTA agree that all accounting activities undertaken in the operation of the clearinghouse shall conform to Generally Accepted Accounting Principles (GAAP) in effect upon the date of this Agreement and as may be amended from time to time.

If any other Regional Partners (Broward County or Palm Beach County) agree to become participants in the COUNTY's Easy Card system, the COUNTY and SFRTA will renegotiate SFRTA's proportional share of the clearinghouse cost.

(e) *Dormant Value.* It is anticipated there will be revenue recognized and received by the clearinghouse that will be incapable of being transferred due to non-use of all or a portion of the value of purchased Easy Cards. The parties agree that dormant funds will be addressed between COUNTY and SFRTA and a mutually acceptable arrangement regarding the disbursement of those funds will be agreed upon by the COUNTY and SFRTA during the Initial Term of this Agreement.

6. *Liability for Errors.* In the event that a processing error is discovered, whether the favor is the COUNTY's or SFRTA's, the COUNTY will rectify the error. If the error results in SFRTA receiving less money than entitled to, the COUNTY will credit SFRTA's account for the amount of money that should have been received. If the error results in SFRTA receiving more money than entitled to, then the COUNTY reserves the right to correct the transactions that were incorrectly executed, regardless of the nature and cause of the error and to deduct funds from future revenue allocations. Any correction for error, whether credit or debit, shall be first reviewed and approved by cognizant SFRTA and COUNTY staff. Any disputes shall be subject to the Dispute Resolution process contained herein.

7. *Extension or Termination of Clearinghouse Services.* The COUNTY shall supply clearinghouse services to SFRTA during the Initial Term of this Agreement, defined as five (5) years from the Implementation Date. Ninety (90) days prior to the expiration of the Initial Term, SFRTA shall provide the COUNTY with written notice of its intent to extend this Agreement for an additional five (5) year term or of its intent to terminate this Agreement.

Upon SFRTA's election to terminate this Agreement, the parties shall adopt a termination plan to include, at a minimum, the following: a schedule for final audit of fare revenue reconciliation and assessment of clearinghouse charges, and a plan for the transfer of patrons between the COUNTY system and SFRTA in the absence of this Agreement.

Upon SFRTA's election to extend this Agreement for an additional five (5) year term, the parties shall review the terms and conditions thereof and shall extend this Agreement upon the same terms for an additional five (5) years, or shall make such adjustments and amendments as may be deemed necessary. At the conclusion of the extension of the term and each subsequent extension of this Agreement, SFRTA shall make the election provided herein and the parties shall exercise their obligations based upon such election.

8. *Loss from Fraud or Abuse.* Revenue loss associated with balance protection and any fraud or abuse not directly attributable to the failure of either the COUNTY or SFRTA to properly follow established operating procedures shall be shared between the agencies based on Easy Card value deducted at the COUNTY and SFRTA devices in the prior 30-day reporting period. Any losses associated with either the COUNTY's or SFRTA's management or operation of the automated fare collection system, associated fare devices or credit/debit capability shall be that agency's sole responsibility. Any loss associated with either the COUNTY's or SFRTA's failure to properly follow established automated fare collection operating procedures shall also be that agency's sole responsibility.

9. *Audit and Analysis.* All functions of the clearinghouse shall be subject to audit and analysis at least annually, with the costs thereof to be shared equally by and among all parties whose fares are collected and recognized by the clearinghouse. The COUNTY shall keep true and accurate records of all transactions pertaining to this Agreement. Such records shall be open to audit, with reasonable prior notice, by SFRTA or its authorized representatives during normal business hours at the COUNTY's offices, at any

time while this Agreement is in effect and for four years after its termination, or for such period of time as dictated by Florida's Records Retention Laws, whichever is later. The parties shall have the right to seek adjustment of revenue recognition and revenue reconciliation based upon the results of any such audit by the giving of written notice to the other party no later than sixty days after the completion and delivery of said audit. Such notice shall describe the adjustment sought and the grounds therefore. Upon receipt of such notice, the other party shall have the right to conduct such additional audit or examination as may be necessary to investigate the adjustment sought and shall provide a response in writing, including a tender of any sums agreed to be due as a result of the adjustment, to the other party no later than ninety days from the date of such notice of adjustment.

The COUNTY shall cooperate with SFRTA in any audit required by the Federal Transit Administration or other funding authority/agency.

10. Public Awareness. If requested by SFRTA, the COUNTY shall assist SFRTA with its public awareness and education efforts related to the implementation of the Easy Card system. The COUNTY will share with SFRTA its education and outreach materials for SFRTA's use and may provide staff to assist in planning and implementing a public awareness campaign. The COUNTY shall not be required to incur any expense for advertising or publications as a result of this effort. SFRTA shall have the right to use at its sole discretion the Easy Card brand and associated materials and logos as necessary to market and raise customer awareness regarding the fare collection program as well as in materials associated with the SFRTA transit system.

11. Privacy. The COUNTY and SFRTA shall develop a mutually acceptable process and procedure to assure that customer privacy is maintained and that all data security measures address applicable local, state and federal standards, guidelines, procedures, rules or laws.

12. Security. The COUNTY and SFRTA agree to work cooperatively to assure that the system and each agency meets all necessary security guidelines for the processing of funds and operation of an automated fare collection system, including any associated banking, credit or payment industry standards or local, state or federal standards, guidelines, procedures, rules or laws, as well as any requirements specific to an automated fare collection system such as security keys.

13. Disaster Recovery. The COUNTY and the SFRTA agree to establish a disaster recovery plan that minimizes disruptions for either agency or customers.

14. Amendment. This Agreement constitutes the entire agreement between the parties. No changes, amendments or modifications shall be effective and binding on the parties unless in writing, signed by the parties, and authorized by their respective governing bodies as may be required by law.

15. Assignment. Neither party shall assign this Agreement, wholly or in part, without the prior written consent of the other party. Any assignment shall be binding on the parties only after proper written notice has been received. No assignment shall relieve the parties of any obligations under this Agreement.

16. Dispute Resolution. In the event a dispute arises between the COUNTY and SFRTA in the performance of this Agreement, the COUNTY's Project Manager and SFRTA's Project Manager shall expeditiously undertake, through direct, good faith negotiations, to resolve the dispute or controversy. The nature of said controversy shall be documented in writing by the party initiating the negotiations. In the event the dispute cannot be resolved by those individuals within fifteen (15) days after negotiations are undertaken, the dispute shall be referred to the COUNTY's Transit Director and SFRTA's Executive Director. If such dispute cannot be resolved by those parties within fifteen (15) days of the dispute being brought to their attention, either party may pursue any other remedy available under Florida law. Unless otherwise directed by the non-performing party, each party shall continue performance of their respective

obligations under this Agreement while matters in dispute are being resolved.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature.

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Joseph Giuliatti
Executive Director

By: _____
Chair

___ day of _____, 2009

(SFRTA SEAL)

Approved as to form and legal
sufficiency by:

Christopher Bross, Director
Contracts Administration and Procurement

General Counsel, SFRTA

ATTEST:

**MIAMI-DADE COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: _____
Witness

By: _____
County Manager

(CORPORATE SEAL)

___ day of _____, 2009

Approved as to form and legal
sufficiency by:

Assistant County Attorney

2009 FEDERAL LEGISLATIVE INITIATIVE

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

South Florida requires federal support of enhanced regional transportation, and transit alternatives, in particular. In light of recent extreme fuel prices, citizens are seeking simpler, reliable, modes of public transportation. Enhanced systems allow school students to attend choice schools without the need for busing or autos, employers to count on a sustainable and available workforce and drivers to experience less congestion and fewer emissions on current highways.

Federal funding is imperative in enabling the SFRTA to move forward with efforts to plan, develop and implement an efficient regional transportation network, in partnership with the State and Broward, Miami-Dade and Palm Beach Counties.

As a united region, South Florida can greatly benefit from more fully-funded projects and increased mobility, which is crucial to the area's continued economic vitality and sustained quality of life.

SFRTA has submitted its list of ready-to-go projects to the South Florida Congressional Delegation for inclusion in the upcoming economic stimulus package. It has also been submitted for inclusion via the American Public Transportation Association and the Broward County federal agenda.

We will work with The C2 Group to arrange an appropriate time for the Governing Board to visit Washington, D.C. for the purpose of advocating for the SFRTA project funding with the South Florida Congressional Delegation and other important members of committees of jurisdiction. As elected officials, local business leaders and agency staff, the Governing Board members are the perfect ambassadors for public transportation in our tri-county region.

We look forward to working with the incoming White House administration and the new Congress as we take the SFRTA and Tri-Rail to the next levels of efficiency, growth and customer service.

2009 FEDERAL LEGISLATIVE INITIATIVE

Recommended by: Joseph Sulista 1/14/09 Approved by: _____
Department Director Date Procurement Director Date

Authorized by: Joseph Sulista 1/14/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
Alice N. Bravo Yes No
James A. Cummings Yes No
Commissioner Josephus Eggelletion Yes No
Marie Horenburger Yes No

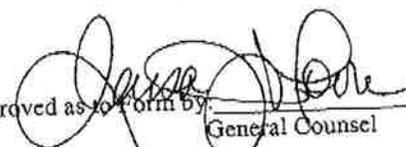
Commissioner Jeff Koons Yes No
Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
F. Martin Perry Yes No

2009 FEDERAL LEGISLATIVE INITIATIVE

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to form by:  _____
General Counsel Date 1/12/09

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
Alice N. Bravo Yes No
James A. Cummings Yes No
Commissioner Josephus Eggleton Yes No
No
Marie Horenburger Yes No

Commissioner Jeff Koons Yes No
Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
Martin Perry Yes No

DRAFT

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY 120-DAY READY TO GO ECONOMIC STIMULUS PROJECTS

PROJECT DESCRIPTION				Costs
Name	Number	Unit Cost	Description	(thousands of dollars)
Intermodal Station Improvement Package				\$100,048
West Palm Beach			Parking Deck, Pedestrian, Bus, Shelter, Bike Improvements	\$6,289
Boynton Beach			Parking, Pedestrian, Bus, Shelter, Bike Improvements	\$3,080
Delray Beach			New Parking Deck	\$5,000
Boca Raton			Parking Deck, Pedestrian, Bus, Shelter, Bike Improvements	\$7,989
Cypress Creek			Parking, Pedestrian, Bus, Shelter, Bike Improvements	\$2,750
Dania Beach			Parking Deck, Pedestrian, Bus, Shelter, Bike Improvements	\$12,695
Golden Glades			Intermodal Center including 1000 space parking deck	\$28,300
MetroRail			New Intermodal Connection between Tri-Rail & MetroRail	\$2,950
Deerfield Beach			Parking Deck, Pedestrian, Bus, Shelter, Bike Improvements	\$12,900
Opa Locka			Parking, Pedestrian, Bus, Shelter, Bike Improvements	\$1,750
Hollywood			Parking Deck, Pedestrian, Bus, Shelter, Bike Improvements	\$12,750
Pompano Beach			Station buiding and platform Improvements	\$3,595
Locomotive Power Repalcements				
	5	\$3,800	Replace 5 locomotives with energy efficient models	\$19,000
Rolling Stock Purchase				\$31,350
	10	\$1,785	Additional cars by exercising existing options	\$17,850
	1	\$13,500	DMU Sets (2 power & 1 trailer)	\$13,500
Coach Graphics				
	40	\$42	New wrap for 26 existing + 14 new cars	\$1,680
Hialeah Yard				\$1,410
			Track improvements at north end of yard for alternate exit of Tri-Rail trains	\$100
			Replacement of Sludge and Lube Oil Tanks	\$150
			Addition of Fuel Tank	\$225
			Lighting of the full length of track 3 pit for coach maintenance.	\$25
			Replace shop lighting on wooden platforms	\$5
			Track Improvements - Increase Hialeah Yard Capacity due to increased SFRC Activity	\$350
			Dump Station Improvements	\$75
			75 ton bottle jack with 30 inch reach from Duff-Norton.	\$15
			Additional water cut outs in shop.	\$15
			A cantilevered platform at locomotive platform height on the exterior south end of the shop spanning tracks 3 :	\$75
			Electrical upgrades and modernization throughout shop.	\$125
			Train Wash Modification	\$250
Wayside Inboard Hot Box Detection System				\$1,000
Dynamic Stabilizer				\$850
Station Backup Generators - Fixed Installation				\$1,200
Leasehold Improvements for SFRTA Administrative Building				\$1,000
Locomotive Paint				\$1,700
Covert Traction Gearing to 88 mph				\$500
Public Information System				\$2,500
TOTAL SFRTA 120-DAY REQUEST (thousands of dollars)				\$162,238

Exhibit 2

SFRTA 2009 Federal Request for Appropriations:

Intermodal Station Improvements	USDOT Funds	\$100,048,000
Provides for additional much needed parking, bus shelters, bicycle and pedestrian improvements at 12 of the 18 Tri-Rail Stations.		
Locomotive Power Replacements	New Starts	\$ 19,000,000
Replace 5 locomotives at \$3.8 million each with energy efficient models.		
Rolling Stock Purchase	New Starts	\$ 17,850,000
Permits the exercising of options on 10 additional rail cars to support the increased demand for service on the Tri-Rail System.		
Jupiter Tri-Rail Extension	New Starts	\$557,390,000
Extends Tri-Rail Commuter Rail service north from West Palm Beach to Jupiter and includes 7 new stations on the 13.4 mile extension to the growing population centers in North Palm Beach County. The request includes \$212.3 in ROW costs on the FEC rail line.		
Broward Light Rail E-W	New Starts	\$292,040,000
Provides much needed East West service in Broward County between SR 7 and Downtown Fort Lauderdale along the busy Broward Boulevard. The 3.6 mile six station light rail would serve as an initial segment upon which future service would be expected to be expanded in this heavily traveled corridor.		
Hialeah Yard Improvements	New Starts	\$ 1,410,000
Provide for environmental upgrades, facility and track improvements in the FDOT owned Hialeah Rail Yard.		
Wayside Inboard Hot Box Detectors	New Starts	\$ 1,000,000
Provides for a more efficient method of assessing problem when the Hot Box Detector is activated and allow for quicker diagnostic and faster determination of potential problem which will result in better On Time Performance in these situations.		
Station Back Up Generators	USDOT Funds	\$ 1,200,000
Station backup generators are critical for safety and security of patrons and staff at the stations when there are power failures and particularly important during and following hurricanes in South Florida.		
Public Information System	USDOT Funds	\$ 2,500,000
Provides the public with the critical information that they need to access and utilize the Tri-Rail Commuter Service. Will also provide emergency and safety information when required.		
Coach Graphics	USDOT Funds	\$ 1,680,000
The older rail cars require repainting as they are aging and the new rail cars will have to have the tri-Rail graphics applied.		
Locomotive Paint	USDOT Funds	\$ 1,700,000
The old and new locomotives will have to have the Tri-Rail colors applied.		

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Consent Regular

FISCAL YEAR 2008-2009
OPERATING BUDGET AMENDMENT NO. 2

REQUESTED ACTION:

MOTION TO APPROVE: Second Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2008-2009 Operating Budget, increasing the budget by \$250,000.00. The total budget for FY 2008-2009 is \$61,552,647.00 (see Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

This budget amendment is comprised of the following transactions:

Revenue:

1. Florida Department of Transportation (FDOT)-Marketing: FDOT is providing a Supplemental Joint Participation Agreement for \$250,000.00 for a marketing campaign that promotes the environmental & economical benefits of using public transit.

Expenses:

1. Marketing: Using the FDOT funds, Marketing will create a campaign to promote transit benefits, as described above.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Contracts Director: Christopher Bross

FISCAL IMPACT: This budget amendment increases the FY 2008-2009 Operating Budget by \$250,000.00.

EXHIBITS ATTACHED: Exhibit 1 – Revised FY 2008-2009 Appropriations.

FISCAL YEAR 2008-2009
OPERATING BUDGET AMENDMENT NO. 2

Recommended by: E T Woods 1-14-09 Department Director Date
Approved by: Chris Boss 1/14/09 Contracts Director Date

Authorized by: Joseph Gulegh 1/14/09 Executive Director Date
Approved as to Form by: _____ General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

- | | | | |
|-----------------------------------|--|-------------------------|--|
| Commissioner Bruno Barreiro | <input type="checkbox"/> Yes <input type="checkbox"/> No | Commissioner Jeff Koons | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Alice N. Bravo | <input type="checkbox"/> Yes <input type="checkbox"/> No | Felix M. Lasarte | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| James A. Cummings | <input type="checkbox"/> Yes <input type="checkbox"/> No | George A. Morgan, Jr. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Commissioner Josephus Eggelletion | <input type="checkbox"/> Yes <input type="checkbox"/> No | F. Martin Perry | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Marie Horenburger | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

Tracking No. 01230903

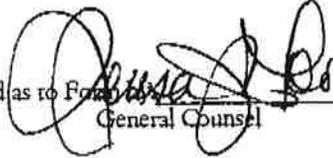
AGENDA ITEM NO. R3

FISCAL YEAR 2008-2009
OPERATING BUDGET AMENDMENT NO. 2

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form:  _____
General Counsel Date 1/8/09

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
Alice N. Bravo Yes No
James A. Cummings Yes No
Commissioner Josephus Eggellenton Yes No
Marie Horenburger Yes No

Commissioner Jeff Koons Yes No
Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
F. Martin Perry Yes No

**SOUTH FLORIDA
REGIONAL TRANSPORTATION AUTHORITY**

	FY 2008-09 APPROVED BUDGET	2nd BUDGET AMENDMENT	REVISED FY 2008-09 BUDGET
TRAIN REVENUE			
Train Service Revenue	8,721,507		8,721,507
Interest Income/Other Income	157,500		157,500
TOTAL TRAIN REVENUE	8,879,007	-	8,879,007
OPERATING ASSISTANCE			
FTA-Planning Grant	1,500,000	-	1,500,000
FTA-Preventive Maintenance	10,426,498		10,426,498
FHWA	4,000,000	-	4,000,000
FDOT JPA-Operating assistance	12,405,894	-	12,405,894
FDOT JPA-Marketing assistance	-	250,000	250,000
FDOT JPA-Dispatch	6,418,060		6,418,060
FDOT JPA-Feeder Service	3,024,780		3,024,780
Miami-Dade Operating Assistance	4,135,298		4,135,298
Broward Operating Assistance	4,135,298	-	4,135,298
Palm Beach Operating Assistance	4,135,298	-	4,135,298
Broward Feeder Service Funding	662,514	-	662,514
Capital Allocation	1,480,000	-	1,480,000
Other Local Funding	100,000	-	100,000
TOTAL ASSISTANCE	52,423,640	250,000	52,673,640
TOTAL REVENUE	61,302,647	250,000	61,552,647

**SOUTH FLORIDA
REGIONAL TRANSPORTATION AUTHORITY**

	FY 2008-09 APPROVED BUDGET	2nd BUDGET AMENDMENT	REVISED FY 2008-09 BUDGET
APPROPRIATIONS			
Operations	39,662,776		39,662,776
Personnel Expense	8,744,759		8,744,759
Train Fuel Contract	9,207,166		9,207,166
General & Administrative	2,074,600		2,074,600
Marketing	847,072	250,000	1,097,072
Professional Fees	1,239,450		1,239,450
Reserve	500,000		500,000
Expenditures Transferred to Capital Budget	(973,176)		(973,176)
TOTAL APPROPRIATIONS	\$ 61,302,647	\$ 250,000	\$ 61,552,647

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Consent Regular

AGREEMENT NO. 08-002 RENEWAL OPTION
ACS TRANSPORT SOLUTIONS, INC.
TICKET VENDING MACHINE/SOFTWARE SUPPORT

REQUESTED ACTION:

MOTION TO APPROVE: The first of four (4), one (1) year renewal options to Agreement No. 08-002 between the South Florida Regional Transportation Authority (SFRTA) and ACS Transport Solutions, Inc. (ACS), in the amount of \$161,421.60 for Ticket Vending Machine (TVM) software maintenance and support services.

SUMMARY EXPLANATION AND BACKGROUND:

On February 22, 2008, the SFRTA Governing Board approved Agreement No. 08-002 with ACS allowing for continued TVM software maintenance and support services for existing equipment. This Agreement is for one (1) year with four (4) one-year option periods in the initial term amount of \$156,720 and a 3% increase for each option year. Exercising the first one (1) year option is required to provide continued TVM software maintenance and support services.

Department: Finance and Information Technology Department Director: Edward T. Woods
Project Manager: Michael H. Kanefsky Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available from the FY 2008/09 Operating and Capital Budgets.

EXHIBITS ATTACHED: N/A

AGREEMENT NO. 08-002 RENEWAL OPTION
ACS TRANSPORT SOLUTIONS, INC.
TICKET VENDING MACHINE/SOFTWARE SUPPORT

Recommended by: E T Woods 1-14-09 Department Director Date
Approved by: Chris Boss 1/14/09 Contracts Director Date

Authorized by: Joseph Guleff 1/14/09 Executive Director Date
Approved as to Form by: _____ General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
Alice N. Bravo	_____ Yes _____ No	Felix M. Lasarte	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Commissioner Josephus Eggelation	_____ Yes _____ No	F. Martin Perry	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No		

Tracking No. 01230904
Page Two

AGENDA ITEM NO. R4

AGREEMENT NO. 08-002 RENEWAL OPTION
ACS TRANSPORT SOLUTIONS, INC.
TICKET VENDING MACHINE/SOFTWARE SUPPORT

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to form by:  1/8/09
General Counsel Date

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro ____ Yes ____ No
Alice N. Bravo ____ Yes ____ No
James A. Cummings ____ Yes ____ No
Commissioner Josephus Eggelktion ____ Yes ____ No
Marie Horenburger ____ Yes ____ No

Commissioner Jeff Koons ____ Yes ____ No
Felix M. Lasarte ____ Yes ____ No
George A. Morgan, Jr. ____ Yes ____ No
F. Martin Perry ____ Yes ____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING JANUARY 23, 2009

AGENDA ITEM REPORT

Consent Regular Public Hearing

FIRST AMENDMENT TO AGREEMENT NO. 08-003
BITNER GOODMAN, INC.
MARKETING, PUBLIC RELATIONS, AND ADVERTISING SERVICES

REQUESTED ACTION:

MOTION TO APPROVE First Amendment to Agreement No. 08-003 between the South Florida Regional Transportation Authority (SFRTA) and Bitner Goodman, Inc., increasing the annual not-to-exceed amount of the Agreement by \$250,000.00 for FY 08/09 to fund a regional marketing campaign to promote the use of public transportation as the single most significant choice for preserving the environment.

SUMMARY EXPLANATION AND BACKGROUND:

On June 27, 2008 the Board approved Agreement No. 08-003 with Bitner Goodman, Inc. to provide marketing, public relations, and advertising services to SFRTA/Tri-Rail for a period of five (5) years, in the annual not-to-exceed amount of \$500,000.00. In October 2008, SFRTA entered into a JPA with FDOT to provide an additional \$250,000.00 in funding to create a regional marketing campaign designed to raise public awareness about the environmental benefits of using mass transit. FDOT has awarded the SFRTA an additional \$250,000.00 to fund this effort which was approved last month by the Board. Upon approval of this item and the JPA with FDOT, Bitner Goodman will create a campaign using tri-county television, radio and print media, billboards, promotional partnerships and activities at the stations during "Clean Air Month," in April. The effort will also be supported by a comprehensive public relations program.

The Amendment indicates an increase of \$250,000.00 to the previously approved annual not-to-exceed contract amount of \$500,000.00. The additional costs for the regional marketing campaign will be funded through the JPA with FDOT.

Department: Marketing and Customer Service
Project Manager: Bonnie Arnold

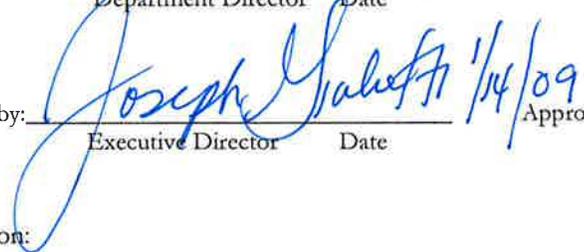
Department Director: Bonnie Arnold
Procurement Director: Chris Bross

FISCAL IMPACT: Funding is available through a JPA with FDOT in the amount of \$250,000.00

EXHIBITS ATTACHED: Exhibit 1 –First Amendment to Agreement 08-003

FIRST AMENDMENT TO AGREEMENT NO. 08-003
BITNER GOODMAN, INC.
MARKETING, PUBLIC RELATIONS, AND ADVERTISING SERVICES

Recommended by:  1/14/09 Approved by:  1/14/09
Department Director Date Contracts Director Date

Authorized by:  1/14/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner Jeff Koons	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alice N. Bravo	<input type="checkbox"/> Yes <input type="checkbox"/> No	Felix M. Lasarte	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	George A. Morgan, Jr.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Josephus Eggelletion	<input type="checkbox"/> Yes <input type="checkbox"/> No	F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Marie Horenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Tracking No. 01230905
Page 4

AGENDA ITEM NO. R5

FIRST AMENDMENT TO AGREEMENT NO. 08-003
BITNER GOODMAN, INC.
MARKETING, PUBLIC RELATIONS, AND ADVERTISING SERVICES

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by [Signature] 1/8/09
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
Alice N. Bravo Yes No
James A. Cummings Yes No
Commissioner Josephus Eggelation Yes No
Marie Horenburger Yes No

Commissioner Jeff Koons Yes No
Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
F. Martin Perry Yes No



FIRST AMENDMENT TO AGREEMENT NO. 08-003

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

BITNER GOODMAN, INC.

FOR

MARKETING, PUBLIC RELATIONS, AND
ADVERTISING SERVICES

FIRST AMENDMENT TO AGREEMENT NO. 08-003

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

BITNER GOODMAN, INC.

FOR

MARKETING, PUBLIC RELATIONS, AND ADVERTISING SERVICES

This is a First Amendment to the Agreement for Marketing, Public Relations, and Advertising Services between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **BITNER GOODMAN, INC.**, hereinafter referred to as “**CONTRACTOR**”.

WHEREAS, on June 27, 2008, **CONTRACTOR** and **SFRTA** entered into a five year Agreement in the total not-to-exceed amount of \$2,500,000.00 (“the Agreement”); and

WHEREAS, SFRTA has entered into a Joint Participation Agreement with FDOT for \$250,000.00 in funding to provide a regional marketing campaign throughout the tri-county area. As a result, SFRTA now wishes to increase the total not-to-exceed amount of the Agreement with an additional \$250,000.00 for a regional marketing program specifically designed to promote the environmental benefits of using public transportation, making the total not-to-exceed amount of the Agreement \$2,750,000.00; and

NOW THEREFORE in consideration of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

- 1. COMPENSATION** is amended to read as follows:

SFRTA agrees to pay the **CONTRACTOR** compensation as specified in the Contract Documents the maximum not-to-exceed amount of ~~Two Million Five Hundred Thousand Dollars (\$2,500,000.00)~~ Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00).

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Agreement on the respective date under each signature: **BITNER GOODMAN, INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2009.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
JOSEPHUS EGGELETION, JR., CHAIR

_____ DAY OF _____, 2009

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAUIG, P.A.
General Counsel, SFRTA

ATTEST:

BITNER GOODMAN, INC.

WITNESS

By _____
PRESIDENT OR VICE PRESIDENT

_____ DAY OF _____, 2009

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009AGENDA ITEM REPORT

Consent Regular Public Hearing

CONSTRUCTION OF IMPROVEMENTS AT THE DELRAY BEACH,
FORT LAUDERDALE AIRPORT AND POMPANO BEACH STATIONSREQUESTED ACTION:

MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) expenditure of \$5,166,000 of SFRTA funds to match with \$5,166,000 of State of Florida Department of Transportation (FDOT) Strategic Intermodal System (SIS) funds for construction of station improvements at the Delray Beach, Fort Lauderdale Airport and Pompano Beach stations.

SUMMARY EXPLANATION AND BACKGROUND:

On December 7, 2007, the SFRTA Governing Board approved a Joint Participation Agreement in the amount of \$5,744,000 between SFRTA and FDOT to secure \$578,000 in SIS funds in FY 2007-08 for final design and \$5,166,000 in FY 2008-09 for the construction expenses associated with improvements which may include kiss and ride, bus bays, pedestrian access, and canopy improvements at the Pompano Beach, Fort Lauderdale Airport and Delray Beach stations (JPA) (see Exhibit 1). Plans also anticipate the construction of new parking decks at the Delray Beach and Fort Lauderdale Airport stations.

SFRTA staff is working with FDOT to secure additional intermodal funding in the amount of \$4,326,000 that will accelerate the construction of the Fort Lauderdale Airport station parking deck. Key to the funding package is the Board's approval of the expenditure of \$5,166,000 of SFRTA's funds (derived from the annual \$2.67 million dollars provided by each county) that can be matched with \$5,166,000 (one-for-one) of FDOT funds. Staff is requesting Board approval of this SFRTA expenditure in the amount of \$5,166,000.00 to match the State dollars provided for in the JPA.

Department: Planning & Capital Development
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.
Procurement Director: Chris Bross

FISCAL IMPACT: Expenditure of \$10,332,000 in FY 2008/09 comprised of \$5,166,000 of SFRTA funds and \$5,166,000.00 of FDOT SIS funds.

EXHIBITS ATTACHED: Exhibit 1- Joint Participation Agreement

Tracking No. 01230906
Page 2

AGENDA ITEM NO. R6

CONSTRUCTION OF IMPROVEMENTS AT THE DELRAY BEACH,
FORT LAUDERDALE AIRPORT AND POMPANO BEACH STATIONS

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to form by:  1/8/09
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No
Alice N. Bravo	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No
Commissioner Josephus Eggellenon	_____ Yes _____ No
Marie Florenburger	_____ Yes _____ No

Commissioner Jeff Koons	_____ Yes _____ No
Felix M. Lasarte	_____ Yes _____ No
George A. Morgan, Jr.	_____ Yes _____ No
F. Martin Perry	_____ Yes _____ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

EXHIBIT 1
725-030-06
PUBLIC TRANSPORTATION
06/07
Page 1 of 14

Financial Project No.: <u>42034419401</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>GMR</u> Function: <u>215</u> Federal No.: _____ DUNS No.: _____	FLAIR Approp.: <u>088808</u> FLAIR Obj.: <u>134004</u> Org. Code: <u>55042010427</u> Vendor No.: <u>VF650002789001</u>
Contract No.: <u>A0Y56</u>	CFDA Number: _____	CSFA Number: <u>55.021</u>

THIS AGREEMENT, made and entered into this 17th day of December, 2007,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street Pompano Beach, Florida 33064
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before December 31, 2010 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
341

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree
as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
to provide funding to SFRTA for station improvements at Delray Beach, Ft. Lauderdale Airport, and Pompano Stations.

and as further described in Exhibit(s) A,B,C,D,1 attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the
project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 11,488,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 5,744,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage is is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency 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 the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.650 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
 - B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 W Commercial Blvd Fort Lauderdale _____, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of interests: There has been any violation of the conflict of interest provisions contained herein;

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs 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 the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 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 payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2010. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42034419401

Contract No. A04520

Agreement Date 12/17/07

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

South Florida Regional Transportation Authority
AGENCY NAME

Bruno Barreiro
SIGNATORY (PRINTED OR TYPED)

Bruno Barreiro
SIGNATURE

CHAIR
TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

Dawn Radu
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Greg O'Reilly
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development
TITLE

APPROVED AS TO LEGAL SUFFICIENCY BY Teresa J. Moore
General Counsel SFRTA
GREENBERG - TRAUIG P.A.
777 SOUTH FLAGLER DRIVE WEST PALM BEACH 33401
561-650-7963

FM NO. 420344-1-94-01

CONTRACT NO. A0456

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated 12/17/07.

PROJECT LOCATION:

Broward County, Florida

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide funding to South Florida Regional Transportation Authority for station improvements at Delray Beach, Ft. Lauderdale Airport, and Pompano stations.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department has 10 working days to review invoices after receipt of invoice package and corresponding progress report.

Fin. Proj. No.: 420344-1-94-01
 Contract No.: A0454
 Agreement Date: 12/17/07

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority.

Agency Participation:		
In-Kind	0%	\$0
Cash	50%	\$5,744,000
Other		\$0
Maximum Department Participation:**		
Primary (DS) (DDR) (DIM) (PORT) (GMR)	50%	\$5,744,000
TOTAL PROJECT COST:		\$11,488,000

III. **Funding Years

<u>Fiscal Year</u>	<u>Committed Dollars</u>	<u>Fund Type</u>
2007/2008	\$ 578,000.00	GMR
2008/2009	\$5,166,000.00	GMR

Note: Per paragraph 17.10, The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature.

The Department has programmed the funding amounts shown above in the most currently adopted Work Program. The funding for subsequent years is based upon state appropriation levels. This funding will be made available, annually, in the following manner. Once appropriation have been approved, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and the beginning date when eligible project costs may be incurred. This notification must be signed by the agency and returned to the Department.

FM NO. 420344-1-94-01
CONTRACT NO. A0750

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated: 12/17/07.

Reference statues as applicable. Chapter 341

DOCUMENTS REQUIRED TO BE SUBMITTED TO THE DEPARTMENT BY THE AGENCY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT:

1. All proposals, plans, specifications, and 3rd party contracts covering the project for Departmental approval.
2. Copies of all correspondence related to this project.
3. Audit Reports as described in Section 7.60 of this JPA.
4. Quarterly Progress Reports provided within thirty (30) days of the end of the quarter.
5. Three (3) original Invoice Summaries and backup information including a progress report must be submitted to the District Office when requesting payment.

Fin. Proj. No.: 420344-1-94-01
Contract No.: A0756
Agreement Date: 12/17/07

EXHIBIT D PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to South Florida Regional Transportation Authority may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to South Florida Regional Transportation Authority regarding such audit. South Florida Regional Transportation Authority further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT - 1

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
N/A	N/A	N/A

Objectives

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.021 Rail Development Grants	\$5,744,000.00

Objectives

To develop and implement a rail program designed to ensure the proper maintenance, safety, revitalization, and expansion of the rail system to assure it's continued and increased availability to respond to statewide mobility needs. The goal shall address providing an interconnected transportation system to Florida's economy.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
N/A	N/A	N/A

Objectives

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



RECEIVED

DEC 19 2007

SFRTA

CHARLIE CRIST
GOVERNOR

Florida Department of Transportation

OFFICE OF MODAL DEVELOPMENT
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Telephone: (954) 777-4490 Fax: (954) 677-7892

STEPHANIE C. KOPELOUSOS
SECRETARY

December 18, 2007

Ms. Elizabeth Walter
Assistant Finance Director
South Florida Regional Transportation Authority
800 NW 33rd Street
Pompano Beach, Florida 33064

Dear Ms. Walter:

Subject: FM No.: 420344-1-94-01
Contract No.: AOY56
County: Broward
Description: SIS- Delray Beach, Ft Lauderdale Airport and Pompano
Station Improvements

Enclosed for your use are two (2) executed originals of the Joint Participation Agreement (JPA) for the referenced project.

Please do not hesitate to contact me should you have any questions concerning this matter.

Sincerely,

Nancy Bonomo
Transportation Specialist
Office of Modal Development

Enclosure(s)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Consent Regular Public Hearing

JOINT PARTICIPATION AGREEMENT (JPA)
FM #417980-1-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR PARKING CAPACITY IMPROVEMENTS
AT THE FORT LAUDERDALE AIRPORT TRI-RAIL STATION

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement FM #417980-1-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for Intermodal Program funds, in the amount of \$4,326,000, to design and construct a new parking deck at the Fort Lauderdale Airport Tri-Rail Station (JPA).

SUMMARY EXPLANATION AND BACKGROUND:

Staff anticipates using the \$4,326,000 of intermodal money to fund the design and construction associated with a new parking deck at Fort Lauderdale Airport Tri-Rail Station. The JPA has a term of three (3) years.

Staff is requesting Board approval of the JPA (Exhibit 1) between the SFRTA and FDOT to secure the \$4,326,000 in intermodal funds to design and construct a parking deck at Fort Lauderdale Airport Tri-Rail Station.

Department: Planning & Capital Development
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.
Procurement Director: Chris Bross

FISCAL IMPACT: The Intermodal funds are currently available and will increase the SFRTA's Fiscal Year 2008-09 Capital Budget by \$3,526,000 and the Fiscal Year 2009-10 Capital Budget by \$800,000.

EXHIBITS ATTACHED: Exhibit 1 – Joint Participation Agreement

JOINT PARTICIPATION AGREEMENT (JPA)
FM #417980-1-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR PARKING CAPACITY IMPROVEMENTS
AT FORT LAUDERDALE AIRPORT TRI-RAIL STATION

Recommended by: Daniel Mazza 1/14/09 Approved by: Chris Bros 1/14/09
Department Director Date Procurement Director Date

Authorized by: Joseph Gualuffi 1/14/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner Jeff Koons	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alice N. Bravo	<input type="checkbox"/> Yes <input type="checkbox"/> No	Felix M. Lasarte	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	George A. Morgan, Jr.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Josephus Eggelletion	<input type="checkbox"/> Yes <input type="checkbox"/> No	F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Marie Horenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Tracking No. 01230907
Page 2

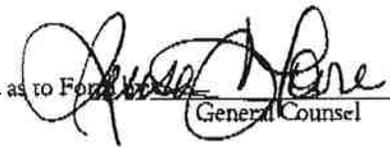
AGENDA ITEM NO. R7

JOINT PARTICIPATION AGREEMENT (JPA)
FM #417980-1-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR PARKING CAPACITY IMPROVEMENTS
AT FORT LAUDERDALE AIRPORT TRI-RAIL STATION

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by  _____
General Counsel Date 1/8/09

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
Alice N. Bravo _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Commissioner Josephus Eggleton _____ Yes _____ No
Marie Horenburger _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
Felix M. Lasarte _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
F. Martin Perry _____ Yes _____ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: 417980-1-94-01 <small>(item-segment-phase-sequence)</small>	Fund: DS Function: 683 Federal No.: DUNS No.:	FLAIR Approp.: 088809 FLAIR Obj.: 790072 Org. Code: 55042010429 Vendor No.: 650002789003
Contract No.:	CSFA Number: 55014	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before October 31, 2011 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.053 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

- 1.00 Purpose of Agreement:** The purpose of this Agreement is Fort Lauderdale Airport Tri-Rail Station Parking Capacity Improvements - Construction of New Parking Deck

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 4,326,000 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 4,326,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage is is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency 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 the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Office of Modal Development
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

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

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Office of Modal Development
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Office of Modal Development
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Office of Modal Development
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Office of Modal Development
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four _____ Public Transportation Office 3400 W. Commercial Blvd. Fort Lauderdale, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs 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 the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 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 payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before October 31, 2011. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 417980-1-94-01

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

South Florida Regional Transportation Authority
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development
TITLE

FM NO. 417980-1-94-01
CONTRACT _____

NO. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated _____.

PROJECT LOCATION:

Fort Lauderdale Airport Tri-Rail Station

PROJECT DESCRIPTION:

Parking Capacity Improvements – Construction of New Parking Deck

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice from the Agency, the Office of Modal Development has (10) ten working days to inspect and approve the goods and services where working days is defined as any day of the week excluding Saturday, Sunday and any legal as designated in Section 110.117, Florida Statutes.

94-01

FM NO. 417980-1-

CONTRACT NO. _____

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated _____.

I. PROJECT COST: \$4,326,000
Expenses related to Master Plan study.

II. PARTICIPATION:

Maximum Federal Participation (%) or \$0
FTA, FAA

Agency Participation

In-Kind (0 %) \$ 0
Cash (0 %) or \$ 0
Other (0 %) \$ 0

Maximum Department Participation,

Primary (100%) or \$ 4,326,000
(DS) (DDR) (DIM)(PORT)(TOP)
Federal Reimbursable (DU)(CM)(DFTA) (%) or \$
Local Reimbursable (DL) (%) or \$

TOTAL PROJECT COST \$ 4,326,000

III **Funding Years

<u>Fiscal Year</u>	<u>Committed Dollars</u>	<u>Fund Type</u>
2008/2009	\$3,526,000	DS
2009/2010	\$800,000	DS

FM NO. 417980-1-94-01
CONTRACT NO. _____

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated: _____.

Reference statues as applicable. Chapter 341.053

DOCUMENTS REQUIRED TO BE SUBMITTED TO THE DEPARTMENT BY THE AGENCY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT:

1. All proposals, plans, specifications, and 3rd party contracts covering the project for Departmental approval.
2. Copies of all correspondence related to this project.
3. Audit Reports as described in Section 7.60 of this JPA.
4. Quarterly Progress Reports provided within thirty (30) days of the end of the quarter.
5. Three (3) original Invoice Summaries and backup information including a progress report must be submitted to the District Office when requesting payment.

Fin. Proj. No.: 417980-1-94-01
Contract No.: _____
Agreement Date: _____

EXHIBIT – D

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Objectives

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.014 – Intermodal Development Program	\$4,326,000

Objectives

1. To provide for major capital investments in fixed-guideway transportation systems, access to seaports, airports, and other transportation terminals, providing for the construction of intermodal or multimodal terminals; and to otherwise facilitate the intermodal or multimodal movement of people and goods.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBUARY 27, 2009

AGENDA ITEM REPORT

Consent Regular Public Hearing

SERVICE AGREEMENT WITH PALM BEACH COUNTY FOR SHUTTLE BUS SERVICE BY PALM TRAN BETWEEN THE BOCA TRI-RAIL STATION, FLORIDA ATLANTIC UNIVERSITY (FAU), THE PALM BEACH COMMUNITY COLLEGE (PBCC) CAMPUSES AND FEDERAL HIGHWAY

REQUESTED ACTION:

MOTION TO APPROVE Service Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County in an amount not to exceed \$161,719.00 for Palm Tran to provide shuttle bus service between the Boca Raton Tri- Rail Station, Florida Atlantic University (FAU), the Palm Beach Community College (PBCC) campuses and Federal Highway.

SUMMARY EXPLANATION AND BACKGROUND:

On June 23,2006, the SFRTA Governing Board approved Joint Participation Agreement (JPA) No. 62,FM # 420485-1-84-01, Contract # AO179 between SFRTA and the Florida Department of Transportation (FDOT) to ensure \$ 350,000.00 of state grant funds for service development to assist with the financing of feeder bus enhancements. The purpose of the agreement was to provide funding for new shuttle bus service with 20-minute headways on routes serving Tri-Rail stations. This new agreement will extend the service for one (1) additional year through December 31, 2009.

Department: Operations
Project Manager: James De Vaughn

Department Director: Bradley Barkman
Contracts Director: Christopher Bross

FISCAL IMPACT: SFRTA shall receive payment from the City of Boca Raton, in an amount not to exceed \$161,719.00 for the bus service hours provided within ninety (90) days from the date of the execution by each party.

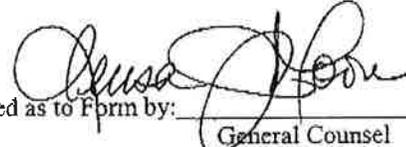
EXHIBITS ATTACHED: Exhibit 1 – Service Agreement (to be provided under separate cover)

SERVICE AGREEMENT WITH PALM BEACH COUNTY FOR SHUTTLE BUS SERVICE BY PALM TRAN BETWEEN THE BOCA TRI-RAIL STATION, FLORIDA ATLANTIC UNIVERSITY (FAU), PALM BEACH COMMUNITY COLLEGE (PBCC) CAMPUSES, AND FEDERAL HIGHWAY

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  _____ 1/12/09
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Felix M. Lasarte, Esq.	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	Alice N. Bravo, P.E.	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
Commissioner Josephus Eggelletion	_____ Yes _____ No	F. Martin Perry	_____ Yes _____ No
George Morgan, Jr.	_____ Yes _____ No		

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Consent Regular

INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

REQUESTED ACTION:

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Broward County in the amount of \$4,135,298 for Operating Funds, \$2,670,000 for dedicated recurring annual contributions and \$312,242 for feeder bus service. This Agreement commences July 1, 2008 and ends June 30, 2009 (Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Legislature adopted Florida Statute 343 Part 1, creating the SFRTA as successor and assignee of Tri-County Commuter Authority. Included in the legislation was a provision that each county served by the SFRTA shall continue to annually fund the SFRTA operation in an amount not less than \$1,565,000.

For FY 2008-2009, the SFRTA funding requirement for net operating costs is \$4,135,298 per county.

The Interlocal Agreement includes a provision for payment of the dedicated recurring annual contributions of \$2,670,000 required of each of the three counties per Florida Statute 343.58(1).

The Interlocal Agreement includes a provision for the payment of \$312,242 for feeder bus services provided throughout Broward County, which represents a 50% reduction of last year's contribution and is \$350,272 less than the requested amount for this year of \$662,514.

In the past, Broward County Transit (BCT) has paid their annual funding contributions to SFRTA in one lump sum. For the FY 2008-2009, BCT has stipulated that they will be making their Operating Contribution (\$4,135,298) to SFRTA in quarterly payments as reflected in the Interlocal Agreement.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Christopher Bross

FISCAL IMPACT: Provides \$4,135,298 of Operating Funds, \$2,670,000 for dedicated recurring annual contributions and \$312,242 for feeder bus service from Broward County for FY 2008-2009.

EXHIBITS ATTACHED: Exhibit 1 – Interlocal Agreement with Broward County

INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Recommended by: E Woods 1/22/09 Approved by: C Bros 1/22/09
Department Director Date Contracts Director Date

Authorized by: J Sulcraft 1/22/09 Approved as to Form by _____
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
Alice N. Bravo	_____ Yes _____ No	Felix M. Lasarte	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Commissioner Josephus Eggleton	_____ Yes _____ No	F. Martin Perry	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No		

Tracking No. 01230909

AGENDA ITEM NO. R9

INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by [Signature] 1/21/09
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner Jeff Koons	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alice N. Bravo	<input type="checkbox"/> Yes <input type="checkbox"/> No	Felix M. Lasarte	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	George A. Morgan, Jr.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Josephus Eggelton	<input type="checkbox"/> Yes <input type="checkbox"/> No	F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Marie Florenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No		

**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY
AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RELATING TO THE OPERATING
FUNDING OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION PROJECT**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2009 by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as “Broward County” and the South Florida Regional Transportation Authority, hereinafter referred to as “SFRTA”, a body politic created and redesignated under Chapter 343, Florida Statutes.

WITNESSETH:

WHEREAS, SFRTA was established by the Legislature to own, operate, maintain, and manage a commuter transit system, including but not limited to commuter rail and feeder bus service, which is currently located in the tri-county area of Broward, Miami-Dade, and Palm Beach County (referred to herein collectively as the “Counties”); and

WHEREAS, Section 343.58(2), Florida Statutes (2003), provides that each county served by SFRTA shall continue to annually fund the operations of SFRTA in an amount not less than 1.565 million; and

WHEREAS, Section 343.58(1), Florida Statutes (2003), provides that each county served by SFRTA must dedicate and transfer not less than \$2.67 million to SFRTA annually; and

WHEREAS, the parties now desire to enter into this Interlocal Agreement (“Agreement”), for the purposes of defining the parties’ funding responsibilities and establishing the parties’ expectation regarding the funding responsibilities of Broward County, Palm Beach County, and Miami-Dade County from July 1, 2008 through June 30, 2009:

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, Broward County and SFRTA agree as follows:

1. **INCORPORATION OF PREAMBLE.** The parties acknowledge that the statements set forth in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Agreement.
2. **PURPOSE.** The purpose of this Agreement is to establish Broward County’s funding obligations during the Term of this Agreement. The parties acknowledge that their funding obligations, as well as those of the other governmental entities shown on Exhibit “A”, are subject to an annual appropriation by their respective governing bodies for the purposes described in this Agreement.

3. PROJECT. The parties acknowledge that SFRTA has been established by the Florida Legislature to own, operate, maintain, and manage a commuter rail system in the tri-county area of Broward, Miami-Dade and Palm Beach Counties.
4. FUNDING BY FDOT. SFRTA represents and warrants to Broward County that FDOT has agreed to fund fifty percent (50%) of SFRTA's Net Operating Costs. The term "Net Operating Costs" shall have the same meaning as set forth in Section 341.303(4) (e), Florida Statutes. Said term is generally defined to include all operating costs of the project (i.e. for the purposes of this Agreement, the funding and operation of a commuter rail system in Broward, Miami-Dade, and Palm Beach Counties, less any federal funds, fares, or other sources of income to the project).
5. FUNDING

A. FUNDING OF NET OPERATING COST.

As set forth in Section 343.58(2), Florida Statutes (2003), Broward County has an obligation to fund the operations of SFRTA in an amount not less than \$1,565,000, which funding is referred to herein as a "Net Operating Costs." Broward County agrees to contribute the amount of \$4,135,298, as set forth in Exhibit "A" for Net Operating Costs of the SFRTA for the Term of this Agreement; provided, however, Broward County's obligation to contribute the Net Operating Costs in the amount of \$4,135,298 is specifically contingent upon both Miami-Dade County and Palm Beach County each making contributions to SFRTA during the Term of this Agreement for Net Operating Costs of at least \$4,135,298. In the event that either Miami-Dade County or Palm Beach County (or both) shall at any time, during the Term of this Agreement contribute an amount that is less than \$4,135,298 for Net Operating Costs, Broward County's obligation to contribute the Net Operating Costs shall be immediately reduced to the amount of the lowest Net Operating Costs contributed by either Miami-Dade County or Palm Beach. Upon the reduction in Broward County's obligation to contribute to Net Operating Costs, Exhibit "A" shall be deemed automatically amended to reflect the reduced amount without the need for further action by the parties. If additional funding is required, an amendment to this Agreement may be entered into for funding related to additional SFRTA services pending negotiations and approval by both parties.

B. FEEDER SERVICE.

"Feeder Service" is defined as any equipment used to transport SFRTA passengers to or from any of SFRTA's Broward County Tri-Rail train stations. Feeder Service will be provided to meet SFRTA's trains and to provide connecting services with other county transit services at each of SFRTA's stations located in Broward County.

SFRTA shall be responsible for the operation of the Feeder Service and Broward County shall reimburse SFRTA for such costs ("Annual Feeder Service Costs"). It is understood and agreed that it is the intent of FDOT, pursuant to the JPA, to annually contribute certain funds, representing a percentage of the Annual Feeder Service Costs, to partially reimburse SFRTA for the operation of the Feeder Service. It is understood and agreed that Broward County shall contribute funds not to exceed \$312,242, to reimburse SFRTA

for the balance of the actual Feeder Service costs not paid by FDOT as shown in Exhibit "B." The amounts shown in Exhibit "B" are the estimated amounts of the Annual Feeder Service Costs during the term of this Agreement and the estimated costs to be paid by FDOT and Broward County. In the event that the actual costs of the Feeder Service are higher than the estimated costs set forth on Exhibit "B" and/or SFRTA shall receive less than anticipated from the Florida Department of Transportation, Broward County's obligation to reimburse SFRTA for Annual Feeder Service shall not exceed \$312,242.

SFRTA and Broward County will honor their respective ticket media for transfers between systems except on those routes agreed upon by both parties such as express routes or special service. SFRTA will honor transit riders' transfers in Broward County by allowing the purchase of a SFRTA ticket less the face amount paid to Broward County for its fare and transfer. SFRTA will honor the monthly and/or weekly passes of the other counties' transit systems for the transfer to SFRTA without the need to purchase a transfer and each passenger will receive the same fare reduction as a transfer rider.

C. DEDICATED FUNDING.

The parties do hereby acknowledge that in addition to the Net Operating Costs contribution as set forth in Section 5 A. above, Broward County will dedicate and transfer to the SFRTA the sum of \$2.67 Million in accordance with the requirements of Section 343.58(1), Florida Statutes (2003).

6. ANNUAL APPROPRIATIONS. Prior to receiving the funding identified in Exhibit "A," SFRTA shall submit to each of the three counties and FDOT, for their review and approval, an annual budget in a form acceptable to the three counties, with information regarding proposed expenditures and such other information requested by each county or FDOT. The annual budget submitted to Broward County shall be in a form acceptable to Broward County. Annual appropriation shall be subject to the Broward County Board of County Commissioners' approval.

7. INVOICES.

A. NET OPERATING COSTS

SFRTA shall present quarterly invoices to Broward County on a form prescribed and approved by Broward County. Broward County shall make four payments in the amount of \$1,033,824.50; provided, however, in the event that Broward County's Net Operating Costs have been reduced as set forth in paragraph 5.A. above, the amount of Broward County's quarterly payments shall be adjusted to reflect the lower Net Operating Costs. Broward County shall endeavor to pay to SFRTA its quarterly share of the Net Operating Costs within thirty (30) days after receipt of an invoice and all supporting documentation needed to enable Broward County to perform necessary audit functions. Broward County's share of the Net Operating Costs shall not exceed the sum identified as its contribution in Exhibit "A" or as Exhibit "A" may be amended as set forth in paragraph 5.A. All expenses submitted by SFRTA for reimbursement must fully comply with all applicable requirements imposed by the Federal Transit Administration (FTA) or the State of Florida pursuant to grant or funding agreements, Federal or State laws, or other

regulations applicable to SFRTA or Broward County for each itemized expense or they shall be disallowed for payment by Broward County.

B. FEEDER SERVICE

SFRTA shall submit quarterly an itemized invoice to Broward County, which invoice shall represent the costs of operating and maintaining the Feeder Service for the previous quarter. Broward County shall endeavor to pay to SFRTA its quarterly share of the Feeder Service within thirty (30) days after receipt of an invoice and all supporting documentation needed to enable Broward County to perform necessary audit functions. Broward County's share of the Feeder Service shall not exceed the sum identified as its contribution in Exhibit "B." All expenses submitted by SFRTA for reimbursement must fully comply with all applicable requirements imposed by the Federal Transit Administration (FTA) or the State of Florida pursuant to grant or funding agreements, Federal or State laws, or other regulations applicable to SFRTA or Broward County for each itemized expense or they shall be disallowed for payment by Broward County.

C. DEDICATED FUNDS

SFRTA shall present an invoice to Broward on a form prescribed and approved by Broward County and Broward County shall transfer \$2,670,000 to SFRTA in accordance with the requirements in Section 343.58 (1), Florida Statutes (2003).

8. **RECORDS.** Both parties agree to provide reports and management information as requested in a timely manner.
9. **TERM.** This Agreement shall commence on July 1, 2008, and shall continue for a period of twelve months, until June 30, 2009. This agreement supercedes and replaces the Interlocal Agreement between Broward County and the South Florida Regional Transportation Authority dated June 27, 2007.
10. **TERMINATION FOR DEFAULT.** Either party's failure to perform timely as required by the Agreement, or otherwise to comply with the terms, conditions and specifications herein shall constitute a default, and the Agreement may be terminated at the discretion of the other party. The parties agree that termination of this Agreement by either party shall not waive any right or rights which one party may have against the other party for the breach of any term(s) of this Agreement.

Notwithstanding anything contained in this Agreement to the contrary, Broward County's obligation to make any required payments shall be subject to the availability of funds and/or its legislative body's discretion not to fund its obligations under this Agreement for any fiscal year.

In the event any party to this Agreement either fails to appropriate or budget sufficient funds, or is unable to appropriate or budget sufficient funds, to meet all of its obligations under this Agreement, then this Agreement may terminate upon ninety (90) days notice pursuant to paragraph 17, "Mailing Addresses," contained herein.

11. FINANCIAL AUDITING. Both parties shall maintain such records, accounts, and financial records as are deemed reasonably necessary by both SFRTA and Broward County to assure a proper accounting record. At reasonable intervals during regular business hours, parties to this Agreement and their duly authorized representatives and federal and state personnel shall have the right to audit, examine, and make excerpts in transcripts from both parties' records with respect to matters covered in this Agreement.

In the event funds paid to either party under this Agreement are subsequently disallowed by either party because of accounting errors or charges not in conformity with this Agreement, either party shall refund promptly such disallowed amounts to the other party as the case may warrant.

12. MAINTENANCE OF RECORDS. All source documents for National Transit Database ("NTD") filing shall be subject to audit and shall be maintained by both parties for five (5) years following final payment under this Agreement. Both parties shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings.
13. NO WAIVER. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Agreement.
15. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.
16. MODIFICATION AND AMENDMENTS. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.
17. EXHIBITS. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.
18. MAILING ADDRESSES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the mailing addresses set forth below, unless such addresses shall have been changed by written notice. For the present, the parties designate the following as the respective places for giving of notice:

For SFRTA:

Joseph Giulietti
Executive Director
South Florida Regional Transportation Authority
800 NW 33 St., Suite 100
Pompano Beach, Florida 33064

With a copy to:

Greenberg Traurig
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Teresa J. Moore

For Broward County:

Christopher Walton
Director
Broward County Transit Agency
3201 W. Copans Road
Pompano Beach, Florida 33069

With a copy to:

Jeffrey J. Newton, County Attorney
115 S. Andrews Avenue Room 423
Fort Lauderdale, FL 33301

19. CAPTIONS. The captions and section designations set forth in this Agreement are for convenience only and shall have no substantive meaning.
20. JOINT PREPARATION. The preparation of this Agreement has been a joint effort of the parties and the resulting document, shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature.

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Joseph Giuliatti
Executive Director

By: _____
Chair

_____ day of _____, 2009

(SFRTA SEAL)

Approved as to form and legal
sufficiency by:

SFRTA General Counsel

ATTEST:

**BROWARD COUNTY, THROUGH ITS
BOARD OF COUNTY
COMMISSIONERS**

Witness
(CORPORATE SEAL)

Mayor

_____ day of _____, 2009

Approved as to form and legal sufficiency

Broward County Attorney

EXHIBIT A
FUNDING FOR NET OPERATING COSTS
Fiscal Year 2008-2009

FY 2008-2009

Total SFRTA Net Operating Expense	\$57,331,123
Total Train Revenue	<u>8,629,417</u>
Net Operating Deficit	\$48,701,706

Funding Sources:

FHWA	\$ 4,000,000
FTA	11,426,498
FDOT	15,622,020
*Broward County	4, 135,298
Miami-Dade County	4,135,298
Palm Beach County	4, 135,298
Feeder Service	3,667,294
Capital Allocation	1,480,000
Other (Miscellaneous)	<u>100,000</u>
Unfunded Deficit	-0-

*This amount is subject to amendment pursuant to the provisions of Section 5.A. of the Agreement.

EXHIBIT B**FUNDING FOR FEEDER SERVICE****Fiscal Year 2008-2009**FY 2008-2009Expenditures

SFRTA's Broward County Service	<u>\$2,320,588</u>
Total Expenditures	\$2,320,588

Funding

Broward County	\$ 312,242
Florida Department of Transportation	<u>\$2,008,346</u>
Total Funding	\$2,320,588

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Information Item Presentation

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

SUMMARY EXPLANATION AND BACKGROUND:

In response to a request being made by the South Florida Regional Transportation Authority (SFRTA) Governing Board at its meeting on August 22, 2008, SFRTA staff has provided a report regarding the activities of the SFRTA Planning Technical Advisory Committee (PTAC). While earlier PTAC reports covered basic information such as committee duties and membership, the PTAC Report now includes details such as agenda items and activities of individual PTAC meetings. The following PTAC Report is a summary of the PTAC meeting held on December 17, 2008.

Agenda items at the December 17, 2008 meeting of the SFRTA PTAC included:

- Tri-Rail Signage Program
- South Florida East Coast Corridor Transit Analysis
- Miami-Dade MPO FEC Transit Connection Study
- SFRTA Transportation Workshops and Regional Summit

SFRTA general planning consultants gave a presentation summarizing a recently completed study of Tri-Rail's comprehensive signage needs. The study performed an inventory and recommendations for wayfinding signs (directing vehicles to Tri-Rail stations) and signs at the stations, including those on the station platforms. 1,100 signs were identified, and all had their locations marked with global positioning systems (GPS). Study recommendations are to replace signs found to be in poor condition, standardize some signs that vary by station, and to add mileage/distance markers for the wayfinding signs. The study also developed cost estimates for sign replacement and maintenance over a ten year period.

Florida Department of Transportation (FDOT) staff provided a status report on the South Florida East Coast Corridor Transit Analysis, which is studying transit options along the 85 mile long portion of the Florida East Coast Railway from Jupiter to Miami. It was announced that public meetings to kick off Phase 2 of the study are scheduled in January and February. The study's Phase 2 will determine the locally preferred alternatives along the corridor, including transit mode/technology.

(Continued on page 2)

Department: Planning & Capital Development
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza P.E.
Procurement Director: N/A

EXHIBITS ATTACHED: None

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Other issues to be addressed in Phase 2 include the number of stations and station location, grade crossings, quiet zones, and project financing.

Project consultants representing the Miami-Dade MPO gave a presentation on their FEC Transit Connection Study, which is exploring transit options along the FEC/Ludlam Trail corridor (from the MIC to the Dadeland area). It was reported that the study, which is a follow up to the MPO's Kendall-Link transit study, is in its early stages. Various transit options are being explored that could share the corridor right of way with the planned Ludlam Trail project. These options include a busway, at-grade rail, and elevated rail. The study's technical work is scheduled to be completed in the spring, allowing for a presentation to the MPO's Transportation Planning Council (TPC) in April 2009.

SFRTA staff provided an update on planning for the Regional Transportation Summit, which has been scheduled for the Broward County Convention Center on Saturday, February 21, 2009. The theme of the summit is that public transportation is crucial to the economic recovery and prosperity of South Florida. Invitees will include national, state and local leaders, as well as business leaders, transit advocates, environmental leaders, public transportation passengers and the general public.

The next PTAC meeting will be held on Wednesday, January 21. At time of writing, preliminary agenda items include SFRTA Survey Results, Tri-Rail/Metrorail Transfer Station East Platform Connection, and the Miami-Dade MPO CSX Rail Corridor (West of the MIC) Evaluation Study. Additional agenda items are likely to be added.

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

Recommended by: Daniel Mazza 1/14/09 Approved by: N/A
Department Director Date Contracts Director Date

Authorized by: Joseph Gulest 1/14/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  1/8/09
General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Information Item Presentation

FISCAL YEAR 2007-08 ANNUAL AUDIT REPORTS

SUMMARY EXPLANATION AND BACKGROUND

Prior to this Board meeting, South Florida Regional Transportation Authority's (SFRTA) auditors, Watson Rice LLP, mailed copies of SFRTA's FY 2007-08 Comprehensive Annual Financial Report, Single Audit, and Management Letter to each board member. Watson Rice LLP will attend the January 23, 2009 Governing Board Meeting to make a short presentation on SFRTA's annual financial statements and answer any questions concerning the audit.

Department: Finance and Information Technology
Project Manager: Laura Thezine

Department Director: Edward Woods
Procurement Director: N/A

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: NONE

FISCAL YEAR 2007-08 ANNUAL AUDIT REPORTS

Recommended by: *C. Woods* 01-14-09
Department Director Date

Approved by: 
Contracts Director Date

Authorized by: *Joseph Sulic* 1/14/09
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Page two

FISCAL YEAR 2007-08 ANNUAL AUDIT REPORTS

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  1/8/09
General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Information Item

Presentation

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PUBLIC OPINION STUDY

SUMMARY EXPLANATION AND BACKGROUND:

The South Florida Regional Transportation Authority (SFRTA) Planning Office conducted a Public Opinion Study, which consisted of three survey efforts. The goal of these surveys (telephone, web-based, and focus groups) was to gauge the public's perception on public transportation, specifically issues such as preferred dedicated funding sources and ways to attract new riders. All three surveys targeted the tri-county region. An explanation of the survey methods and results will be presented during the January 2009 Board Meeting.

Department: Planning & Capital Development
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.
Procurement Director: N/A

EXHIBITS ATTACHED: Presentation (to be provided under separate cover)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PUBLIC OPINION STUDY

Recommended by: Daniel Mazza 1/14/09 Approved by: N/A
Department Director Date Contracts Director Date

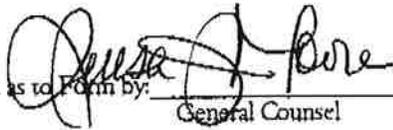
Authorized by: Joseph Grubbs 1/14/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PUBLIC OPINION STUDY

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  1/8/09
General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009

AGENDA ITEM REPORT

Information Item

Presentation

SOUTH FLORIDA EAST COAST CORRIDOR TRANSIT ANALYSIS

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) will provide a status report on the South Florida East Coast Corridor Transit Analysis (SFECCTA). Phase 2 of the study will begin with public and agency kickoff meetings to be held in January and February 2009 (see attached schedule). Phase 2 will result in the selection of the type of transit to implement between Jupiter and Miami in the 85-mile Florida East Coast Railway corridor.

Department: Planning & Capital Development
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.
Procurement Director: N/A

EXHIBITS ATTACHED: Exhibit 1 - Phase 2 Kickoff Meetings Invitation and Schedule

SOUTH FLORIDA EAST COAST CORRIDOR TRANSIT ANALYSIS

Recommended by: Daniel Mazza 1/14/09 Approved by: _____
Department Director Date Contracts Director Date

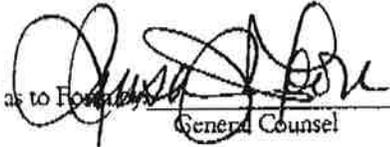
Authorized by: Joseph Guleff 1/14/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

SOUTH FLORIDA EAST COAST CORRIDOR TRANSIT ANALYSIS

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form:  1/8/09
General Counsel Date



Come to a Phase 2 Kick-Off Meeting

Phase 2 of the South Florida East Coast Corridor (SFECC) Study will begin by developing a Master Plan of recommendations for transit service along the entire project corridor.

The study will then consider which routes and transit technologies (modes) would function best, where stations should be located and what type of station best suits each location. It will also set priorities for building out the project and determining where to connect with Tri-Rail. All of the planning includes environmental and community considerations.



SFECC Study
 7300 Corporate Center Drive, Suite 701
 Miami, FL 33126

PRST STD
 U.S. POSTAGE
PAID
 PERMIT No. 5050
 MIAMI FL 331

For more information or to arrange assistance or special accommodations under the Americans With Disabilities Act of 1990, call seven days prior to any of the meetings:

- Miami-Dade County: Charesse Chester 305-944-7564 x 203
- Broward County: Ali Soule 1-800-330-7444
- Palm Beach County: Denis Eirikis 561-798-9633

Visit www.SFECCstudy.com to learn more.

Determining Future Transit



Regional (Commuter) Rail (RGR)



Light Rail Transit (LRT)



Regional Bus (RGB)



Rail Rapid Transit (RRT)



Bus Rapid Transit (BRT)

SOUTH FLORIDA EAST COAST CORRIDOR STUDY PHASE 2 KICK-OFF MEETINGS

YOUR COMMENTS ARE IMPORTANT!
¡SUS COMENTARIOS SON IMPORTANTES!
OU OPINYON ADJ ENPÒTAN!

We value your opinion, so please come to one of the meetings marking the kick-off of Phase 2 of the SFECC Study. It seeks to improve mobility with new local and regional passenger transit service for eastern Palm Beach, Broward and Miami-Dade Counties on the 85-mile FEC Railway Corridor. Phase 2 will examine the entire corridor from Miami to Jupiter and develop a regional Master Plan. Then it will begin to focus on individual sections and station locations. The study is being conducted by the Florida Department of Transportation in partnership with planning and transit agencies of Palm Beach, Broward and Miami-Dade Counties.

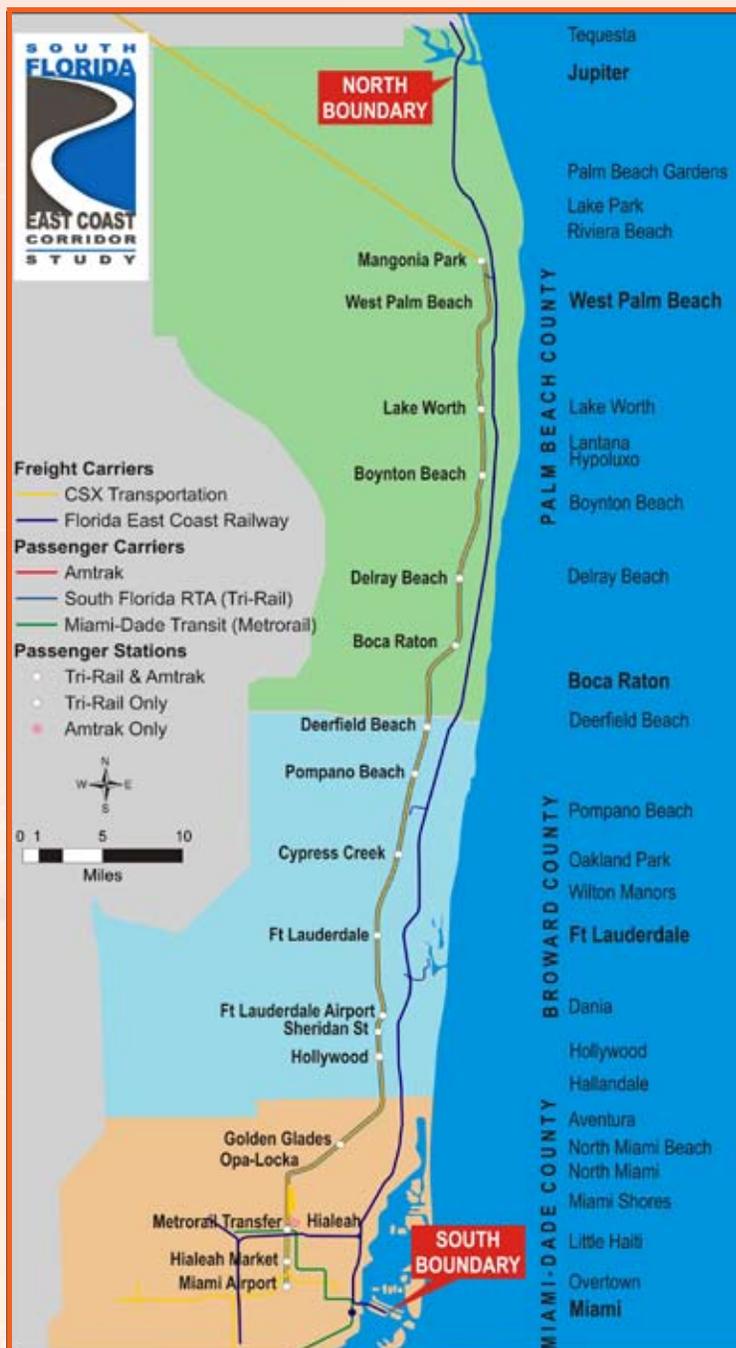
Attend any one of the public meetings listed Inside. All start with an open house to review project illustrations followed by a presentation.

SFECC Kick-Off Meetings

CHOOSE THE DATE AND LOCATION BEST FOR YOU!

All meetings begin with a 30 minute open house so you can review project illustrations and talk with members of the study team. A presentation will follow.

Visit www.SFECCstudy.com to learn more.



JUPITER

Wednesday, January 21
Jupiter Town Hall
Council Chamber
210 Military Trail
6 - 8 p.m.

RIVIERA BEACH

Thursday, February 5
Riviera Beach City Hall
Council Chamber Room C202, Second Floor
600 W. Blue Heron Blvd., #1
6 - 8 p.m.

WEST PALM BEACH

Wednesday, February 4
The Raymond F. Kravis Center for the Performing Arts
Cohen Pavilion
701 Okeechobee Blvd.
3:30 - 5:30 p.m. OR 6 - 8 p.m.

DELRAY BEACH

Wednesday, February 11
Delray Beach City Hall
Council Commission Chamber
100 NW 1st Ave.
6 - 8 p.m.

BOCA RATON

Tuesday, January 27
Boca Raton Community Center
Royal Palm Room
150 Crawford Blvd.
3:30 - 5:30 p.m. OR 6 - 8 p.m.

POMPANO BEACH

Wednesday, February 18
E. Pat Larkins Community Center
Auditorium - West side
520 Martin Luther King Jr. Blvd.
6 - 8 p.m.

FORT LAUDERDALE

Wednesday, February 25
African American Research Library & Cultural Center
Auditorium & Michael Bienes Seminar Room #2
2650 Sistrunk Blvd.
5 - 7 p.m.

HOLLYWOOD

Tuesday, February 17
Hollywood Central Performing Arts Center
Auditorium & Café
1770 Monroe St.
6 - 8 p.m.

AVENTURA

Tuesday, February 24
Aventura Community Recreation Center
Classrooms 1A, 1B and 2
3375 NE 188th St.
6 - 8 p.m.

MIAMI SHORES

Thursday, February 12
Miami Shores Country Club
Ballroom
10000 Biscayne Blvd.
6 - 8 p.m.

MIAMI

Tuesday, February 10
Greater Bethel AME Church
Lower Auditorium
245 NW 8th St.
3:30 - 5:30 p.m. OR 6 - 8 p.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

The Construction Oversight Committee did not meet during the Month of December, 2008.

DRAFT

MINUTES

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY **PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING** **DECEMBER 17, 2008**

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 a.m. on Wednesday, December 17, 2008 in the Boardroom of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT:

Mr. Larry Allen, South Florida Regional Planning Council (RPC)
Ms. Maria Batista, Miami-Dade Transit
Mr. William Cross, SFRTA
Ms. Kim Delaney, Treasure Coast RPC
Mr. Ken Jeffries, Florida Department of Transportation (FDOT) District 6
Mr. Joseph Quinty, SFRTA
Mr. Jonathan Roberson, Broward County Transportation Department
Mr. Phil Steinmiller, FDOT District 6
Mr. Fred Stubbs, Palm Tran
Mr. Jeff Weidner, FDOT District 4
Mr. Randy Whitfield, Palm Beach Metropolitan Planning Organization (MPO), PTAC Chair
Mr. Enrique Zelaya, Broward MPO

ALSO PRESENT:

Mr. Josh Bocks, The Corradino Group
Mr. Brad Clark, ITS Ltd.
Mr. Jose Clavell, FDOT District 6
Mr. Dan Glickman, Citizen
Ms. Elaine Magnum, SFRTA
Mr. Dan Mazza, SFRTA
Mr. Stewart Robertson, Kimley-Horn
Mr. Michael Schloss, Williams Wilson
Mr. Scott Seeburger, FDOT District 4
Ms. Lynda Westin, SFRTA
Mr. Joe Yesbeck, Jacobs
Ms. Natalie Yesbeck, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 10:38 a.m.

ROLL CALL

The Chair requested the roll call.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Joseph Quinty requested that the agenda be reordered to allow for South Florida East Coast Corridor Transit Analysis to go first. He also announced that item I4, the Miami-Dade MPO CSX Rail Corridor Evaluation Study, needed to be postponed until the next meeting. Mr. Fred Stubbs moved for approval of the Agenda with the recommended changes. The motion was seconded by Mr. Jeff Weidner. The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair called the motion to a vote and it was approved unanimously.

DISCUSSION ITEMS

MATTERS BY THE PUBLIC – Mr. Dan Glickman stated that there should be movement towards a uniform park and ride policy and clear identification of who all the stakeholders should be in such an effort. Mr. Quinty stated that earlier in the morning, SFRTA participated in a meeting to see how vanpools could help ease the parking crunch at Tri-Rail stations. Mr. Weidner stated that he agreed with Mr. Glickman’s suggestion and stated that a written uniform policy should be adopted by the SFRTA Board.

CONSENT AGENDA
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of October 20, 2008.

A motion was made by Mr. Stubbs to approve the meeting minutes. The motion was seconded by Mr. Jonathan Roberson. The motion was called to a vote and carried unanimously.

REGULAR AGENDA
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

No Items.

INFORMATION / PRESENTATION ITEMS
Action not required, provided for information purposes only.

11. - INFORMATION: South Florida East Coast Corridor Transit Analysis

Mr. Scott Seeburger of FDOT District 4 provided a status report on the South Florida East Coast Corridor Transit Analysis (SFECCTA). Mr. Seeburger stated that Phase 2 for the study is kicking off with 10 to 13 public meetings scheduled for January and February 2009. He commented that Phase 2 will determine what the locally preferred alternative will be, including mode/technology, and that the technology may differ on various parts of the corridor. Mr. Seeburger added that 97 station areas are currently under consideration, but they are trying to narrow the number down to 60. He noted that Treasure Coast RPC, Broward County, and Miami-Dade County staff have been working with cities along the corridor on station areas and land use issues, which should help the project rate well in the land use category in the Federal New Starts process. Mr. Seeburger stated that other key issues to be address in Phase 2 include grade crossings, the desire for quiet zones, project financing, and segment prioritization.

Mr. Roberson asked how the preferred alternatives would be approved and what would FDOT's role be after the study. Mr. Seeburger replied that there's a long way to go to determine who would be the sponsor, and that the role may depend on the segment. He added that both an overall LPA and LPA for individual segments would need to be approved. Mr. Enrique Zelaya asked what the projected year of construction is, with Mr. Seeburger responding that his best guess is seven years. Mr. Stubbs asked if the project could be eligible for the President-Elect's proposed stimulus package. Mr. Seeburger commented that it depends, but he's heard that the stimulus is more geared for "ready to go" construction projects. Mr. Glickman asked about east-west transit connections to the FEC corridor, commenting that good east-west connections will be necessary to gain broader support. Mr. Seeburger stated that the study is overlaying the current and planned transit networks with the FEC, and will make recommendations on what changes are needed. Mr. Weidner asked how the LRTP Needs & Cost Feasible Plans and the TDP's are tied to the project. Mr. Seeburger said that assumptions are made for capital transit in the LRTP, with Chairman Whitfield agreeing but adding that the descriptions in the LRTP are vague.

12. - INFORMATION: Tri-Rail Signage Program

Mr. Josh Bocks of The Corradino Group gave a detailed explanation of a two-stage process to conduct and inventory make recommendations for Tri-Rail's signage needs. He noted that the first phase focused on wayfinding signage, while the second phase addressed signage on station platforms and ADA compatibility. He stated that approximately 1,100 signs were located, then photographed, evaluated, and using GPS has a lat/long location monitor attached to it in spreadsheet format to allow SFRTA operations personnel to easily manage the inventory. Mr. Bocks mentioned that a rating system of "good/fair/poor" was used to document the conditions of each sign. Some the study's most significant recommendations are that outdated signs and signs with a poor rating be replaced, and that wayfinding signs include distance to stations and better directions such as "next left" rather than just an arrow. Other recommendations noted by Mr. Bocks include general guidelines for sign placement and standardization of certain signs for all stations. He also commented that the study found platform signs to be in mostly good shape, thanks to the recent double tracking project. He stated some recommendations for platform signs as well, including consistency with labeling the two tracks as "Track 1/Track 2" and "Northbound/Southbound." Mr. Blocks closed by providing a cost estimate for a 10 year sign maintenance and replacement program. He stated that maintenance would cost \$385,000 and replacement \$170,000, for a total of \$585,000. Mr. Larry Allen suggested that the recommended numerical distance signs be labeled "miles", to help with the large number of visitors and tourists from

overseas. Mr. Weidner suggested that signs located along SIS connectors could possibly tap into SIS funds.

13. - INFORMATION: Miami-Dade MPO FEC Transit Connection Study

Mr. Stewart Robertson of Kimley-Horn and Associates presented this item on behalf of the Miami-Dade Metropolitan Planning Organization (MPO). He began by mentioning that at the conclusion of the MPO's Kendall-Link study, two follow up studies were commissioned, with the FEC Transit Connection Study being one of them. Mr. Robertson stated that the study is evaluating the seven mile long portion of FEC rail corridor from SR 836 to the Dadeland area, which typically has a ROW 100' in width. He noted that the corridor runs parallel to NW/SW 67th Ave (aka Ludlam Road) and part of the rail ROW is slated to be used for the Ludlam Trail greenway. Mr. Robertson commented that the railroad tracks have been removed along most of the route, and that potential connections to Perimeter Road and the South Florida Rail Corridor on the north end could allow for a link to the Miami Intermodal Center (MIC). He also mentioned that the Flagler Development Corporation owns the corridor ROW and that previous analysis has examined various options of fitting together a multi-use trail and transit within the corridor.

Mr. Robertson stated that the study has been active for slightly more than one month, having completed a literature review and conducting a review of existing conditions. He noted that this effort has identified some encroachments along the corridor and points where the ROW narrows below the 100' width. It has also determined that tracks are removed south of SW 12th St. Mr. Robertson also mentioned that various options for the corridor are currently under consideration, including: trail only, busway with rail, at-grade rail with trail, and elevated rail with trail. He added that coordination will take place with modeling efforts conducted by the MPO and SFRTA to determine ridership figures. He closed by stating that the target completion date is April 2009.

Mr. Stubbs asked why the corridor is not included in current plans. Mr. Phil Steinmiller responded that there has been past opposition to transit in that corridor. Ms. Kim Delaney expressed her fondness for the powerpoint images showing transit and pathways in the same corridor and stated that those examples could be helpful in the study of the FEC mainline. Mr. Ken Jeffries asked if he had met with anyone from the FEC and commented that he thought past cost estimates to buy the corridor were expensive. Mr. Robertson replied that he has not personally met with anyone from the FEC, but county staff has. Ms. Lynda Westin asked if the literature review showed examples of these types of corridors going through residential areas. Mr. Robertson gave the Pinellas Trail as an example, saying that the tide turned from early opposition to strong embrace. Mr. Glickman commented that space needs to be made for real mobility needs, including golf carts and segways, not just recreational.

14. - INFORMATION: Miami-Dade MPO CSX Rail Corridor Evaluation Study

This item was postponed until the next PTAC meeting.

15. - INFORMATION: SFRTA Transportation Workshops and Regional Summit

Ms. Westin announced that a date and location has been secured for a Regional Transportation Summit the morning of Saturday, February 21 at the Broward County Convention Center. She noted that the summit theme is regional transit's role in economic recovery and prosperity. She stated that the target audience is the general public and advocates, along with local, state, and federal officials. Ms. Westin

also announced that Mortimer Downey, Jr. will be the keynote speaker. He is part of the transition team for President-Elect Obama and was a candidate for the U.S. Secretary of Transportation. Ms. Westin stressed that there will be a public participation segment of the agenda and that “save the date” announcements will be going out in the coming weeks. She also mentioned that shuttle service is being planned from Tri-Rail to the Broward Convention Center site on the day of the summit.

OTHER BUSINESS: Proposed 2009 PTAC Meeting Schedule

Mr. Quinty provided the proposed 2009 PTAC meeting schedule, which consists of meetings on a monthly basis. He commented that there will likely be a cancellation or two, but it is easier to take meetings off of everyone’s calendars rather than find new dates. Consensus was reached that the proposed meeting schedule be pursued.

SFRTA EXECUTIVE DIRECT OR REPORTS/COMMENTS

None.

PTAC MEMBER COMMENTS

None.

ADJOURNMENT

The meeting was adjourned at 11:55 am.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

The Construction Oversight Committee did not meet during the Month of November, 2008.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
November 25, 2008

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Governing Board was held at 2:00 P.M. on Tuesday, November 25, 2008 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT

Lili Agee, (Chair), Palm Tran
Bonnie Arnold, SFRTA/Tri-Rail
Phyllis Berry, Broward County Transit
Michael DeCossio, Miami-Dade Transit
Jeremy Mullings, Florida Department of Transportation

COMMITTEE MEMBERS NOT PRESENT

ALSO PRESENT

Genevieve Bajwa, SFRTA/Tri-Rail
Douglas Bermudez, Miami-Dade Transit
Robyn Hankerson, Bitner Goodman
Jennifer Ryan, South Florida Commuter Services
Jim Udvardy, South Florida Commuter Services
Doris Williams, Broward County Transit

CALL TO ORDER

The Chair called the meeting to order at 2:15 p.m.

ROLL CALL

AGENDA APPROVAL

MINUTES APPROVAL

MATTERS BY THE PUBLIC

None

REGULAR AGENDA

INFORMATION / PRESENTATION ITEMS

II. SMART CARD

- Miami-Dade Transit will introduce the Easy Card in the summer of 2009. MDT's Special Transportation System may convert to Easy Card technology as early as 2010.
- Miami-Dade Transit is currently working with SFRTA/Tri-Rail to provide marketing and branding support for SFRTA to join the Easy Card Project.
- Miami-Dade Transit is developing a "Coming Soon" advertising campaign utilizing branding and a message that has been developed. The campaign will consist of ads on radio, TV, newspaper and customer outreach.
- Miami-Dade County has requested that MDT use the County logo instead of its own logo.
- The Easy Card brochure is currently being revised and will be provided at the next SFRTA Marketing Committee Meeting. MDT will conduct an extensive outreach to its corporate clients to inform them of the Easy Card.
- The color of the card will determine whether the card holder is a discounted transit rider or full-fare-paying client. The green color card denotes that the passenger paid the full fare; the blue-green color card, a discounted fare.
- Golden Passport and Patriot Passport cards will have the photos of the users. MDT is still deciding whether college students will be required to have their photo on their pass.
- Miami-Dade Transit has not finalized the cost of the "Extended-Use Easy Card" or "Limited-Use Easy Card." At the moment the price may range anywhere between \$2.00 and \$5.00.
- The tentative date for this to go into effect is March 2009.

I2. SCHEDULE AND BUS UPDATES

AGENCY REPORTS

BROWARD COUNTY TRANSIT

- BCT is not stopping at the Coral Square Mall again.
- BCT will introduce service changes effective January 11, 2009. This includes the elimination of some poor performing routes and the introduction of a new Route 48 traveling along Hillsboro Blvd. from 441 to A1A.
- The BCT website is now translated into Creole and Spanish.
- Thanks to FDOT and South Florida Commuter Services, BCT has partnered with Wannado City to introduce a public transit component to the theme attraction. A mini-BCT bus will transport visitors throughout the city and provide information on BCT services and the benefits of public transportation.
- BCT is looking into greater frequency rather than cutting routes.
- BCT is in the process of renewing its contract for bus advertising.

FDOT

- Budgets are being slashed across the board.

MIAMI-DADE TRANSIT

- Mr. DeCossio stated that extensive passenger outreach is needed for Easy Card.
- Mr. DeCossio stated that 27 positions have been cut.

PALM TRAN

- Palm Tran is introducing Route 40 which will travel with limited stops from West Palm Beach to Belle Glade.
- Routes will be color-coded.
- Groundbreaking has taken place for the new bus depot at the West Palm Beach Station.
- Some routes may be cut.
- Highway projects are using money that was allocated for transit.
- New service guide will be introduced in the 2009.
- Customer service representatives are being trained for "Project Action."
- Ms. Agee stated that Palm Tran's Marketing Department lost 4 positions.

SOUTH FLORIDA COMMUTER SERVICES

- 95 Express is opening next Friday at 6:00 p.m. and has been heavily promoted on radio and television.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/TRI-RAIL

- April 2009 will launch a major “green” campaign
- At Tri-Rail’s 20th Anniversary celebration at the Ft. Lauderdale Airport Station, Conductor George Green, Tri-Rail’s first mascot, will be introduced at “Rail Fun Day.” BCT will display a hybrid bus at this event which will take place from 11:00 a.m. – 3:00 p.m.

OLD BUSINESS

None

NEW BUSINESS

With no further comments, the meeting adjourned at 3:35 p.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
NOVEMBER 13, 2008

The regular Meeting of the South Florida Operations Technical Committee meeting convened Thursday, November 13, 2008, at 10:00 A.M., held at SFRTA, 800 NW 33 Street, Pompano, FL 33064.

COMMITTEE MEMBERS PRESENT:

Gerry Gawaldo, Palm Tran, Chair
Brad Barkman, Vice Chair, SFRTA, Vice Chair
Steve Alperstein, Miami-Dade Transit
Annette Coates, PBSB
Israel Hernandez, BCT
Sabrina Kirkpatrick, SFCS/City of Boca
Carolyn Geck, FDOT

COMMITTEE MEMBERS /ALTERNATES ABSENT:

Jeff Weidner, FDOT
Jim Udvardy, SFCS
Scott Aronson, Delray Beach
Peter Wolz, Office of Transportation
Chuck Cohen, Palm Tran
Pete Witschen, SFEC
Jeff Scott, BCT, Office of Transportation
Jay McArthur, Amtrak
Chip Dobson, CSX
Wayne Blalock, FEC
Les Hollingsworth, Sun Trolley
Margie Adelsperger, Boynton Beach
Neil Fritz, Hollywood
Molly Stahlman, West Palm Beach

ALSO PRESENT:

Jim DeVaughn, SFRTA
Margaret Ferrara, SFRTA
Jeffrey Mullings, FDOT
Dan Glickman, Public

CALL TO ORDER

The Chair called the meeting to order at 10:00 A.M., included introductions.

MATTERS BY THE PUBLIC - Persons wishing to address the Committee are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

CONSENT AGENDA

C1 –MOTION TO APPROVE –minutes of July 24, 2008 - A motion to approve was made by Brad Barkman and seconded by Sabrina Kirkpatrick. The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

Matters included under the Regular Agenda differ from the Consent Agenda will be voted on individually. In addition, presentations will be made on each motion, if desired.

INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

INFORMATION DISCUSSION ITEMS

1. Palm Tran Intermodal Center

- Distribution of drawings
- Estimated time of completion April 28, 2009 City Center opens April 29, 2009
- Separate agreement for 145 parking spaces with SFRTA
- 18 bay bus facility most routes will not go downtown
- 76% transfer riders - 24% downtown is the ultimate destination
- Time point - there should be approximately a ten minute savings – extend existing service
- Parking will be identified as rail only
- PBC Marketing program
- Parking spots will not be identified / marked
- Approximately 90 park n ride designated spaces
- Dept. of Immigration is moving in January 09 INS charges \$5 to park at their lot across the street
- Project is 100% State funded

2. Palm Tran Route 20

- Issue with parking at Mangonia – problem is no longer valid- taxi cab issue is better

3. Broward County Route 22 & 4. Sun Trolley

- Trolley service will continue
- In the event if service did stop, was it possible for Route 22 to run seven days
- Dan mentioned that he took the route with 8-10 passengers – on weekend at Las Olas one person on route – 7 miles any possibility of truncating the route with Sun Trolley
- Broward County funding is one year
- Les Hollingsworth is look at other options Broward General Hospital

4. Miami-Dade Transit Routes

- Install fare boxes – some technical problems
- APC not until March 09
- Reviewing how to obtain this data passenger
- Experimenting with downtown moving to Metro Mover with transfer operational moves and assessments with Metro Mover to evaluate savings
- Managed lane with express buses ready
- Budget with FDOT - headways

5. TMA – no other source of funding identified

6. SFRTA New bus contract

- Funding is extended – rolls over each year
- Airport circulator service for increased connectivity
- Prime location
- In contract – new buses wider doors, more luggage space – user friendly
- Increased ridership in some counties (economy/gasoline)
- Ridership is decreasing due to lower gas prices
- Assure buses / areas are ADA compliant
- Ridership fluctuation – Magnet schools Tri-Rail is back to 3 car set
- 30 passenger vehicles – cost per hour -\$68 - \$55

7. SFRTA update

- Ridership fluctuation – Magnet schools Tri-Rail is back to 3 car set
- 30 passenger vehicles – cost per hour -\$68 - \$55
- Adding Rotem 14 cars on order 2009- 2010 – option cars to purchase
- DMU's will go to Orlando –FDOT will decide what disposition of the DMU's
- Delivery of 2 cars end of 2009 – remainder end of 2010
- \$1.9 million with a significant savings
- Tri-Rail using 20/80 blend of biodiesel
- Tri-Rail preparing to use bike lockers at more stations
- Manage bikes on trains
- Boca is utilizing bike lockers – 36 on west side 12 lockers on the east side – no vacancies
- Waiting list for west side average of 8 people
- Keyed lockers
- One issue – lockers jam if equipment not put in correctly – Tri-Rail management handles maintenance
- No other issues – people do leave more items in the lockers other than bikes, there is no charge for lockers
- Future consideration for some charge for lockers with deposit
- Tri-Rail has cameras on board and on the front of the locomotive and cab car

- If anyone wishes to view video footage captured on trains face forward, please advise Brad Barkman
- Steve Alperstein asks about September OTP / ridership figures – station boardings at Opa Locka by direction (pg. 18) ridership the a.m. should be in reverse order)
- Service disruptions with low on time performance – mechanical issues, other major delays 5-10% late
- Tri-Rail is considering a schedule change to add some minutes in the schedule with crew turns {not definite}
- Simulation program is looking less than perfect
- CSX has done a good job with keeping slow orders to a minimum
- Email Operations Reports to the OTC team

Other Business:

FDOT discretionary grants – analyzing feeder bus money and future use. There will be an MPO's, FDOT and transit agency meeting in Dec 08.

OTC next meeting date: **January 29, 2009 at SFRTA.**

Meeting adjourned at 11:30 a.m.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
January 23, 2008

DECEMBER RIDERSHIP

Total monthly ridership for December has increased 17.4 % when compared to December of last year. Weekday ridership has increased by 21.1% for December, while the average weekday ridership in December 2008 was 13,484 per day versus 12,248 per day for 2007. Total weekend ridership has increased by 17.3% when compared to last year. Total Fiscal Year ridership is up by 26.3%.

Revenue is shown in Chart 3. Chart 2 shows ridership month-to-month and Chart 1 combines revenue and ridership month-to-month.

<u>Riders</u>	Actual December 2008	Actual December 2007	December '08 vs. '07 %	FY 09 Rider ship To Date	FY 08 Rider ship To Date	FYTD 09 vs '08 %
M-F	296,657	244,957	21.1%	1,927,568	1,509,484	27.7%
Saturday	23,272	23,673	-1.7%	138,484	119,731	15.7%
Sunday	20,211	21,178	-4.6%	122,368	103,971	17.7%
Holidays	3,651	3,034	0.0%	18,057	14,025	28.7%
	343,791	292,842	17.4%	2,206,477	1,747,211	26.3%

Note: Ridership figures are based on daily reports from Veolia.

Chart 1 - SFRTA Riders and Revenue Trends

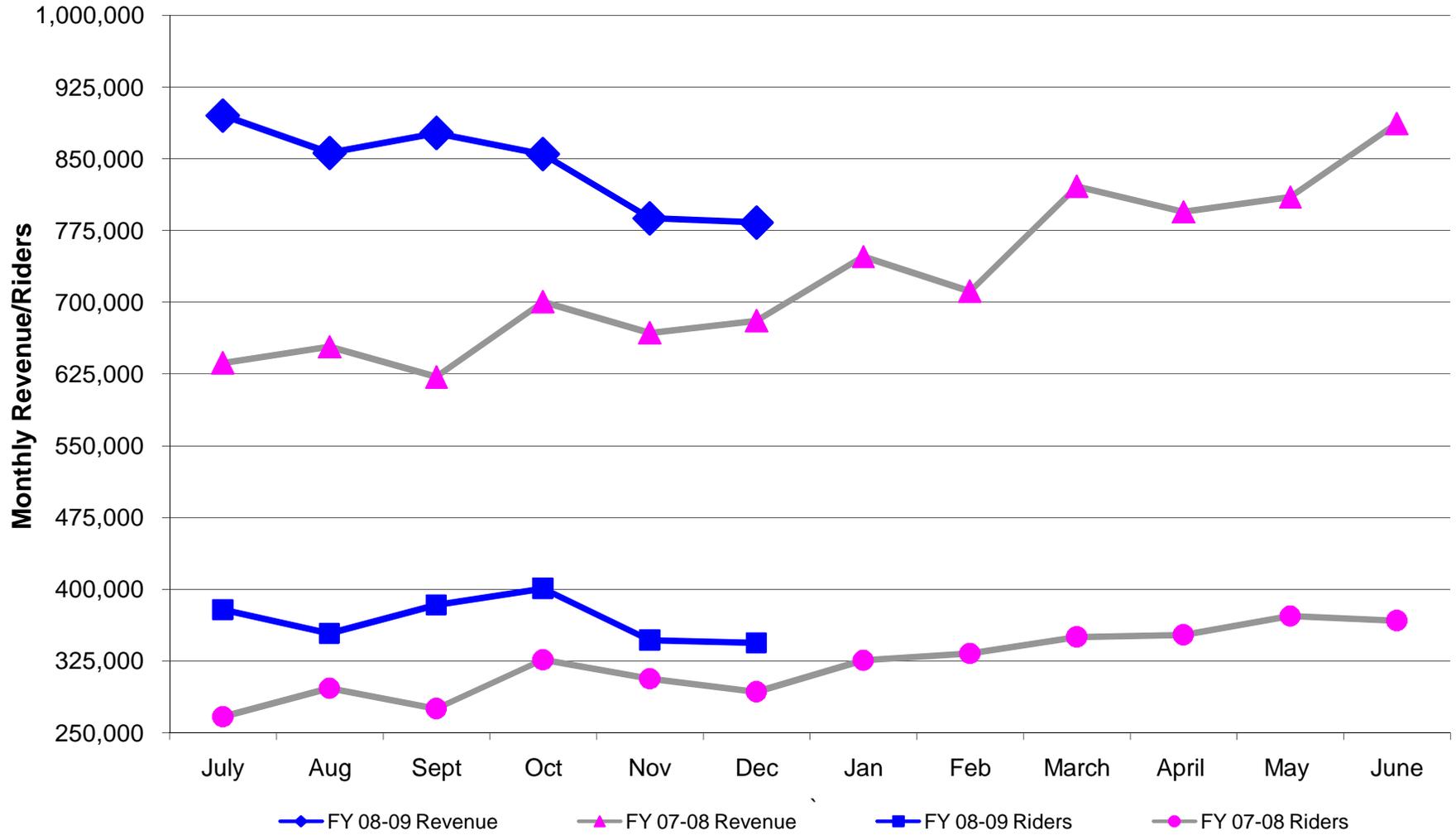


Chart 2 - SFRTA Riders

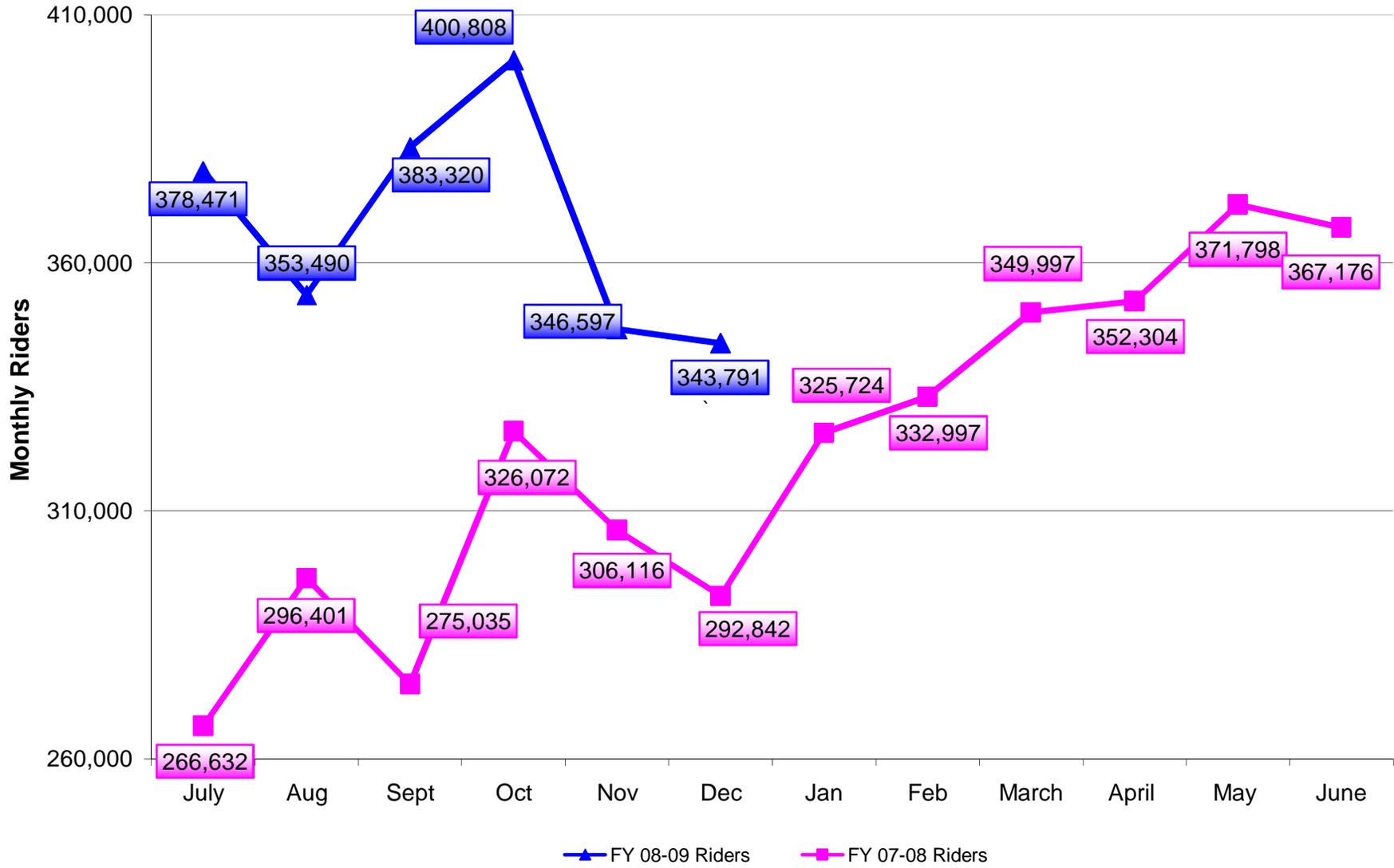
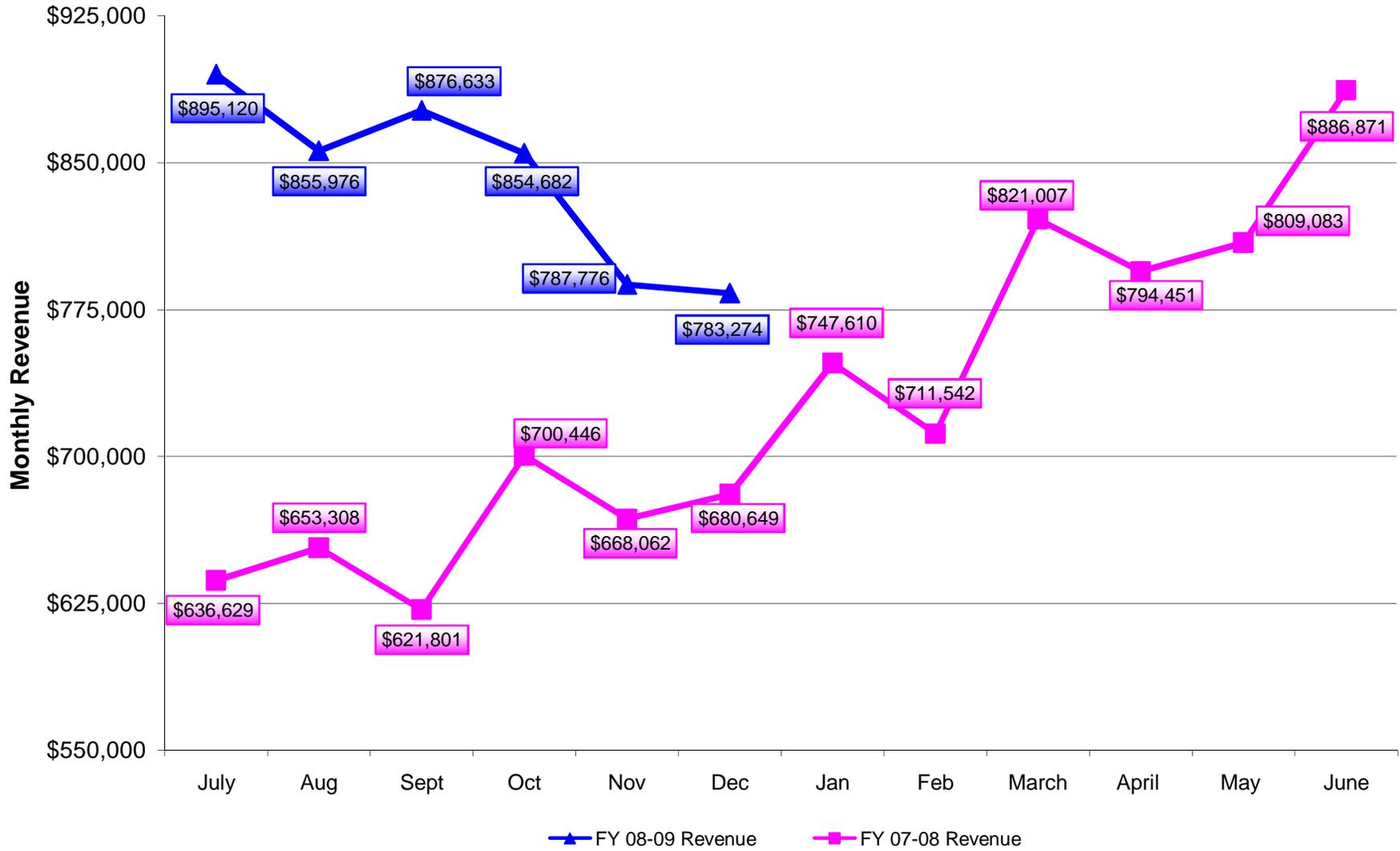


Chart 3 - SFRTA Revenue



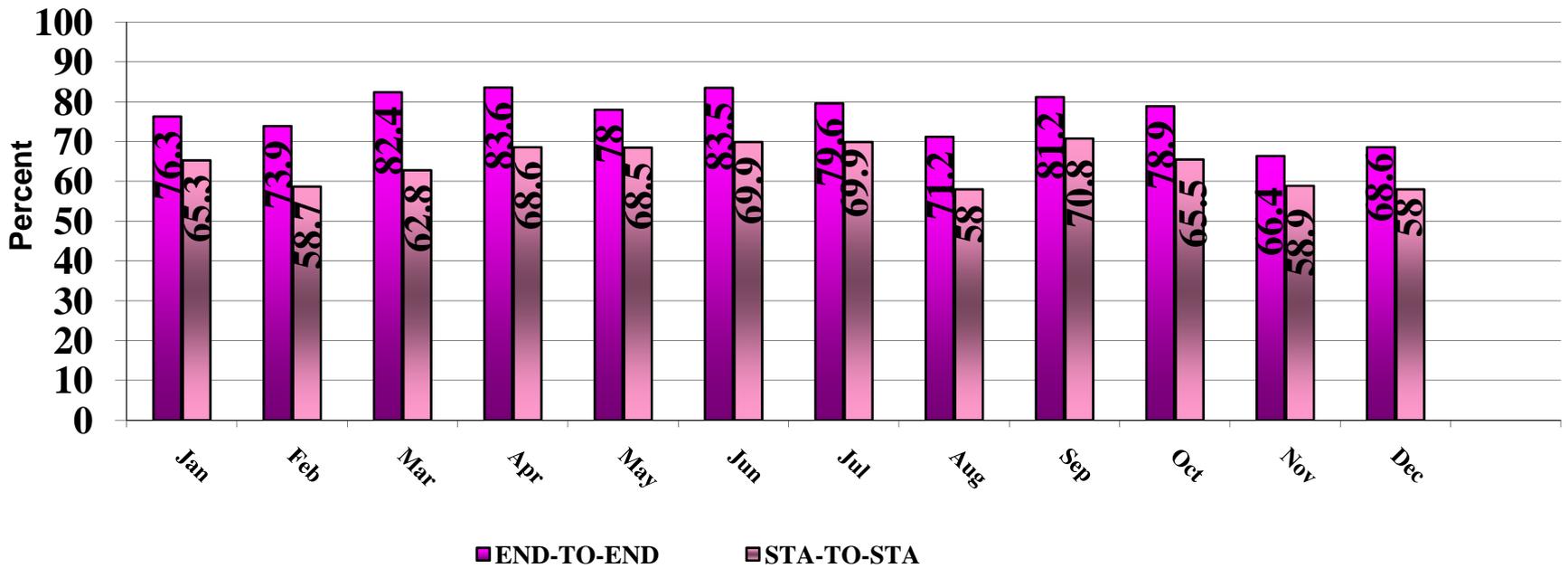


DECEMBER 2008 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			68.6%
OTP Station To Station			58.0%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF <u>TOTAL</u> TRAINS
DELAY CAUSES			
PD/FD Activity	1	4	0.3%
<u>SUB-TOTAL</u>	1	4	0.3%
<u>CSX AGREEMENT</u>			
CSX FRIEGHT	8	17	1.4%
LOCAL SWITCHER	5	9	0.7%
JAX DISPATCHER	3	4	0.3%
MOW	8	20	1.6%
<u>SUB-TOTAL</u>	24	50	4.0%
<u>OUTSIDE CSX</u>			
COMMUNICATIONS	3	5	0.4%
SIGNALS-COMP.	7	30	2.4%
CSX RULE 100J	0	0	0.0%
	10	35	2.8%
<u>BOMBARDIER MECHANICAL</u>			
VEOLIA TRANSPORTATION	3	5	0.4%
AMTRAK	4	4	0.3%
FEC DELAY	14	29	2.3%
WEATHER	0	0	0.0%
ROW FOUL	1	4	0.3%
SFRTA TRANSP.	26	116	9.3%
OTHER	16	34	2.7%
3rd PARTY	11	32	2.6%
DMU MECHANICAL	2	5	0.4%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
NBC OTHER	0	0	0.0%
ADA	14	27	2.2%
EFFICIENCY TESTING	2	7	0.6%
<u>SUB-TOTAL</u>	105	295	23.7%
<u>TRAINS DELAYED</u>			
		384	30.9%
<u>TERMINATED / ANNULLED</u>			
		6	0.5%
<u>TRAINS ON TIME</u>			
		854	68.6%
<u>TOTAL</u>		1244	100.0%

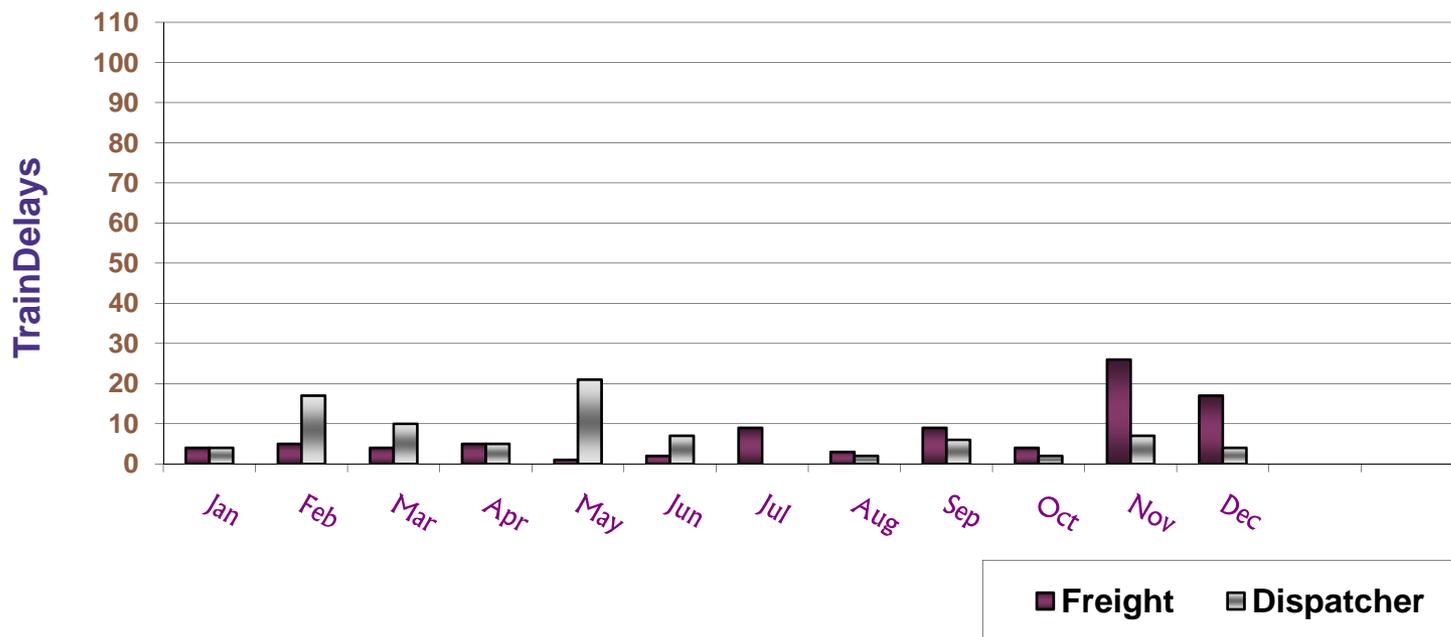


On-Time Performance Calendar Year 2008



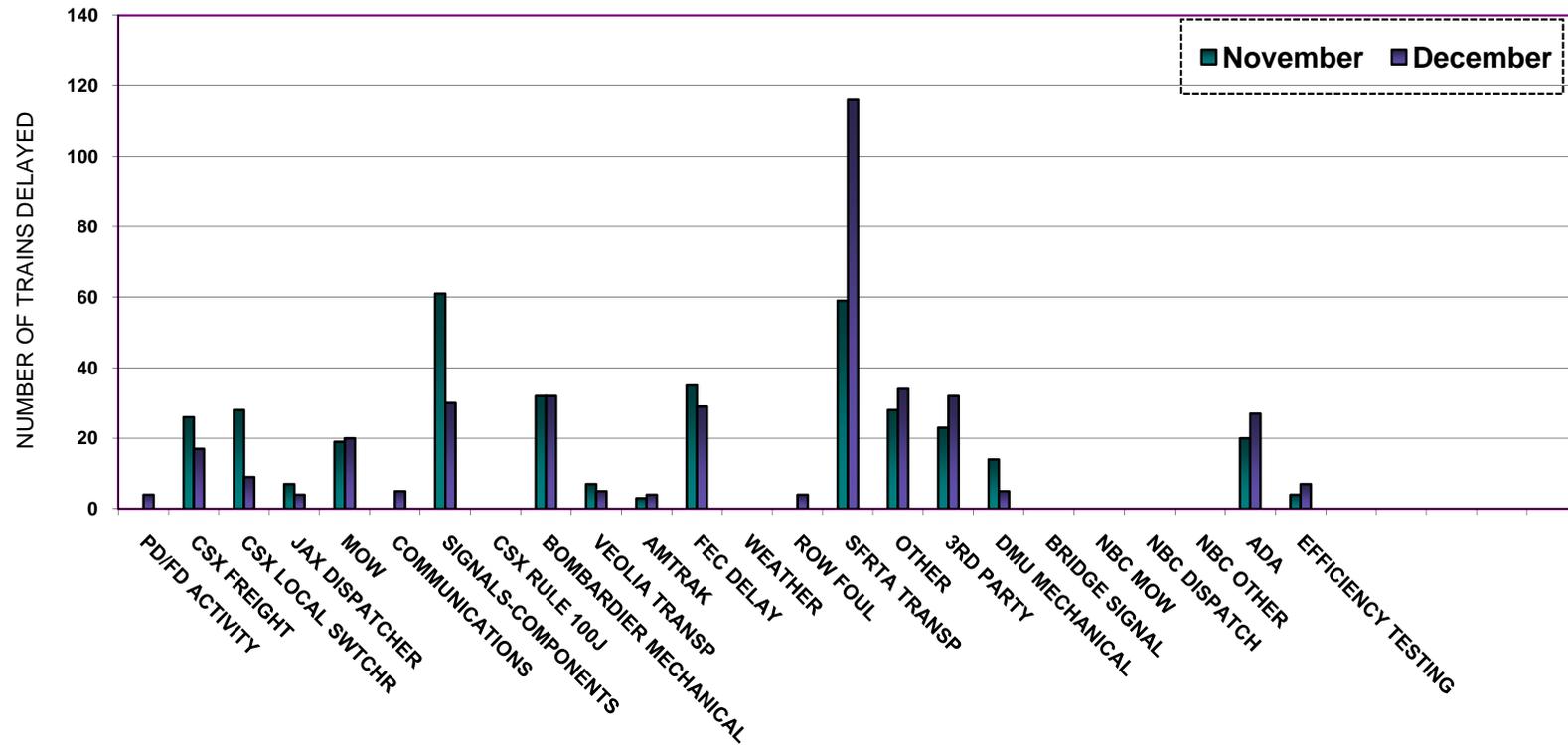


CSXT JAX Dispatcher & Freight Delays 2008



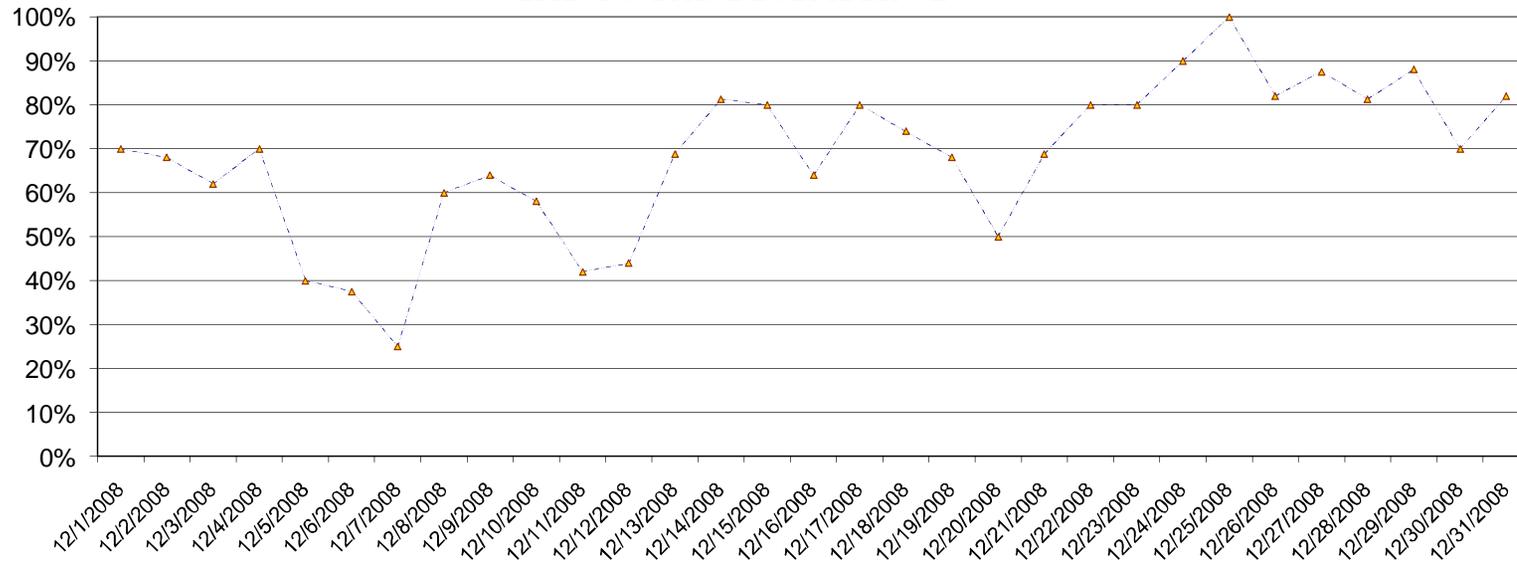


TRAIN DELAYS 2008

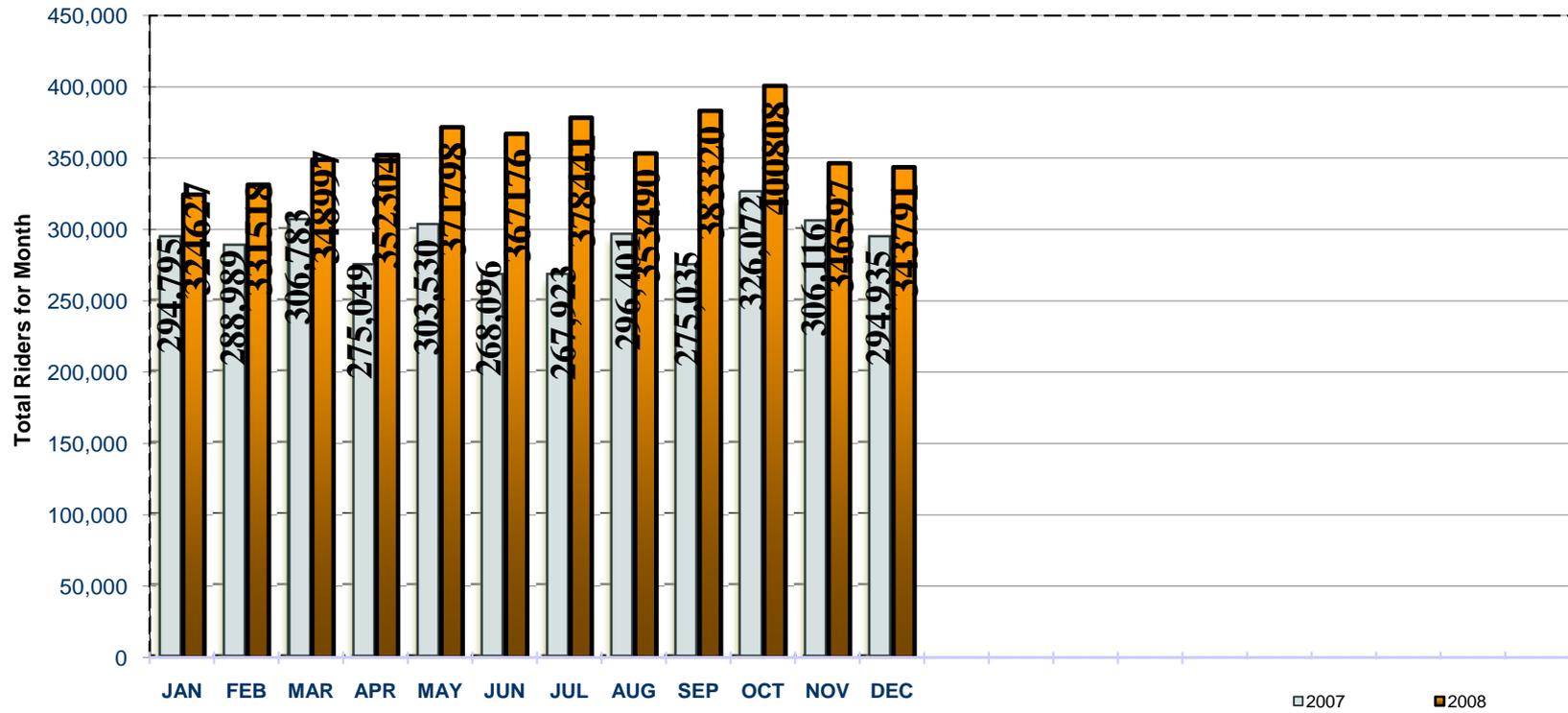




ON TIME PERFORMANCE END TO END DECEMBER - 2008



SFRTA Tri-Rail Monthly Ridership 2008



AGENDA ITEM D

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING DEPARTMENT MONTHLY SUMMARY FOR DECEMBER 2008
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 17 new employers and 161 new employees during the month of December.

- The total number of EDP tickets recorded as sold in December was 3,699 and the total revenue generated was reported as \$172,433.54.

The following companies joined the EDP in December:

Employer	Enrollment Date	City
A. Tarler, Inc.	12/30/2008	Pompano Beach
Airsmith, Inc.	12/19/2008	Opa-locka
Berger Singerman, P.A.	12/15/2008	Fort Lauderdale
Braemar Steege, LLC	12/15/2008	Miami
Brican America, LLC	12/05/2008	Miami
CSA, Inc.	12/31/2008	West Palm Beach
Escobar Enterprises, Inc.	12/19/2008	Pompano Beach
G & M General Service of USA	12/30/2008	Miami
Gil Tec, Inc.	12/01/2008	Coral Gables
Halas Millwork, Inc.	12/03/2008	Pompano Beach
Kendall Medical Laboratory	12/15/2008	Coral Gables
LAN Airlines	12/15/2008	Hollywood
Med Receivables Advisor, LLC	12/02/2008	Deerfield Beach
Miami Trailer & Equipment	12/19/2008	Medley
Oliver's Janitorial Services, Inc.	12/12/2008	Miami Beach
Soiree Rentals	12/05/2008	Hialeah
Trebor USA	12/15/2008	Hollywood

EDP SALES MISSIONS

Employer	City
Airport Parking Association	Miami
Center Stage Attractions	West Palm Beach
Sevre Medical Center	West Palm Beach
South Florida Business Journal	Fort Lauderdale

MARKETING DEPARTMENT – DECEMBER ACTIVITIES:

EMPLOYER PRESENTATION

Members of the SFRTA Marketing Department joined forces with representatives from Miami-Dade Transit, South Florida Commuter Services, South Florida Vanpools and SunPass to provide two presentations to the tenants of the Wachovia Financial Center located on Biscayne Boulevard in Miami-Dade County, helping to promote public transportation.

EMPLOYER MEETING

SFRTA staff was present at a meeting held at Blue Cross Blue Shield's offices in Miami-Dade County, as a follow-up discussion concerning the completion of a recent employee transportation survey.

OUTREACH FAIRS

In Broward County, South Florida Regional Transportation Authority Marketing Representatives attended a two-day transportation fair at Imperial Point Medical Center in Fort Lauderdale, and two separate benefits fairs for the Department of Children and Families at their Plantation office and new Fort Lauderdale office, as well. In Palm Beach County, staff attended a transportation day hosted by Biotest Pharmaceuticals in Boca Raton.

RAIL FUN DAY

To celebrate Tri-Rail's 20th Anniversary, the SFRTA's Marketing Department continued preparations for a "Rail Fun" Day on Saturday, January 10 from 11 a.m. to 3 p.m. at the Fort Lauderdale/Hollywood International Airport Station at Dania Beach. The SFRTA's Marketing Department worked closely with the Operations Department to arrange for four additional trains on that Saturday only, January 10th, to better serve people wishing to attend the anniversary event and worked with Bitner Goodman on event logistics and media outreach, including Press Releases and News Tips.

TRANSPORTATION WORKSHOP

Members of the SFRTA's Marketing Department continued working closely with members of the Executive and Planning Departments to organize and prepare for the Regional Transportation Summit to be held on Saturday, February 21st, as a culmination of all three previous workshops. Part of the planning and marketing activities included the creation of a Save the Date Card.

ONGOING COMMUNITY OUTREACH ACTIVITIES

Florida Atlantic University-Student Orientation / Route 94



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

December 2008

Budgeted Income Statement

Revenue:

For December 2008 year-to-date (YTD) actual revenue is up \$896,225 or 21% when compared to the FY 2008/09 YTD budgeted revenue. Actual revenue is up \$1,004,292 or 24% when compared to the FY 2007/08 YTD actual revenue. This can be attributed to an increase in service as well as ridership. SFRTA is still within budget as actual expenses for the year was \$2,235,149 below budget. (see Expenses below).

Expenses:

Currently, expenses are \$2,235,149 or 8% below budget. All expenses are well within budget. As of July 1, 2008, the price of fuel was budgeted at \$3.79 per gallon. However, as of December 31, 2008, the average price of fuel per gallon is \$1.53. Staff will continue to monitor the price of fuel.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
12/01/08 TO 12/31/08**

REVENUE	DECEMBER 2008 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2007-08 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$783,274	\$5,053,461	\$4,139,621	\$913,840	\$8,721,507	\$3,668,046
Interest Income / Other Income	10,789	61,136	78,750	(17,614)	157,500	96,364
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$794,063	\$5,114,596	\$4,218,371	\$896,225	\$8,879,007	\$3,764,411
OPERATING ASSISTANCE						
FDOT Operating JPA	1,250,067	8,664,797	9,272,022	(607,225)	\$12,405,894	3,741,097
FDOT Feeder Service JPA	320,996	2,401,810	2,714,917	(313,106)	3,024,780	622,970
FDOT Contracted Dispatch Service	689,500	2,657,954	3,496,381	(838,427)	6,418,060	3,760,106
FHWA	327,775	1,509,677	2,322,033	(812,356)	4,000,000	2,490,323
FTA Assistance	996,550	6,072,046	6,716,507	(644,461)	13,406,498	7,334,452
Counties Contribution	-	-	-	-	12,405,894	12,405,894
Broward Co. Feeder Service	-	-	-	-	662,514	662,514
Other Local Funding	-	-	-	-	100,000	100,000
TOTAL ASSISTANCE	\$3,584,888	\$21,306,284	\$24,521,859	(\$3,215,574)	\$52,423,640	\$31,117,356
TOTAL REVENUE	\$4,378,952	\$26,420,881	\$28,740,230	(\$2,319,349)	\$61,302,647	\$34,881,766

EXPENSES	DECEMBER 2008 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2007-08 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,814,627	16,110,547	16,516,797	406,250	35,738,856	19,628,309
Personnel Services	636,241	3,783,914	4,159,422	375,508	8,744,759	4,960,845
Train Fuel Contract	523,608	3,957,746	4,497,333	539,587	9,207,166	5,249,420
Feeder Service	185,546	1,397,864	1,659,960	262,096	3,923,920	2,526,056
General & Administrative Expenses	92,843	751,946	1,100,045	348,099	2,074,600	1,322,654
Marketing Expenses	74,940	322,359	423,536	101,177	847,072	524,713
Professional Fees	135,346	500,590	619,725	119,135	1,239,450	738,860
Reserve	-	-	250,000	250,000	500,000	500,000
Expenses Transferred to Capital	(84,200)	(404,085)	(486,588)	(82,503)	(973,176)	(569,091)
TOTAL EXPENSES	\$4,378,952	\$26,420,881	\$28,740,230	\$2,319,349	\$61,302,647	\$34,881,766



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During December 2008, the SFRTA's Accounts Payable division processed 354 invoices totaling \$3,186,198.54 and disbursed 220 checks, excluding payroll, totaling \$4,579,818.14.

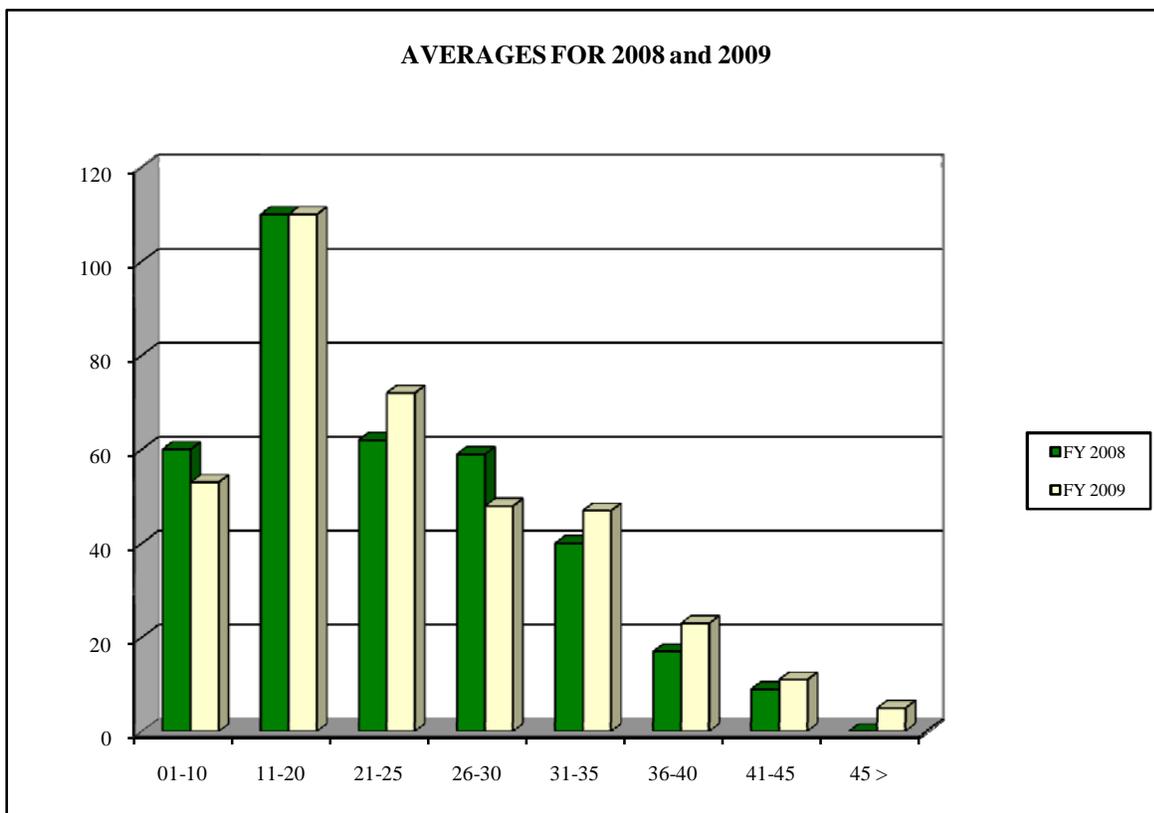
Invoices over \$2,500 represent 32.0% (71 checks) of all invoices processed in the month of December, and represent 98.0% of the value (\$4,500,372.53) of all checks processed in December 2008.

Accounts Payable processed 53.5% (38 checks) of the checks over \$2,500 within the 21-25 days, with 64.8% (46 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 PAYMENT CYCLE REPORT - DECEMBER 2008
 FOR INVOICES \$2,500 AND OVER**

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2008 TO JUNE 2009		MONTHLY AVERAGE JULY 2007 TO JUNE 2008	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	14.4%	0 -10 Days	16.8%
11-20 Days	29.8%	11-20 Days	30.8%
21-25 Days	19.5%	21-25 Days	17.4%
26-30 Days	13.0%	26-30 Days	16.5%
31-35 Days	12.7%	31-35 Days	11.2%
36-40 Days	6.2%	36-40 Days	4.8%
41-45 Days	3.0%	41-45 Days	2.5%
Over 45 Days	1.4%	Over 45 Days	0.0%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009
INFORMATION ITEM: PAYMENTS OVER \$2,500
DECEMBER 1 THRU DECEMBER 31, 2008

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
11/5/2008	11/7/2008	12/3/2008	12/9/2008	34	NATIONAL RAILROAD PASSENGER	Dispatch Svcs -10/2008	189,227.75
11/14/2008	12/2/2008	12/11/2008	12/22/2008	38	MACMILLAN OIL COMPANY	Train Fuel -11/03-9/08	239,877.74
12/1/2008	12/1/2008	12/23/2008	1/1/2009	31	MACMILLAN OIL COMPANY	Train Fuel -11/10-16/08	139,177.18
12/3/2008	12/9/2008	12/10/2008	1/3/2009	31	NATIONAL RAILROAD PASSENGER	Dispatch Svcs -11/08	189,227.75
12/8/2008	12/10/2008	12/11/2008	12/22/2008	14	UNUM LIFE INSURANCE	LT Disability -11/08	3,941.37
12/16/2008	12/18/2008	12/18/2008	1/16/2009	31	MACMILLAN OIL COMPANY	Train Fuel -12/01-07/08	81,366.79
12/5/2008	12/5/2008	12/5/2008	12/5/2008	0	SUNTRUST PAYROLL TAXEES	Payroll Taxes	61,441.94
12/3/2008	12/3/2008	12/3/2008	12/3/2008	0	DEPT OF FINANCIAL SVCS	Deferred Compenstation	7,119.24
12/17/2008	12/17/2008	12/17/2008	12/17/2008	0	DEPT OF FINANCIAL SVCS	Deferred Compenstation	6,906.65
12/4/2008	12/4/2008	12/4/2008	12/4/2008	0	FLORIDA DIVISION OF RETIREMENT	Retirement -12/08	45,910.51
11/6/2008	11/20/2008	12/3/2008	12/9/2008	33	BACH SIGN GROUP	Adaptive Sign Display Panels -10/08	6,160.70
11/26/2008	12/1/2008	12/3/2008	12/9/2008	13	IKON OFFICE SOLUTIONS	Copier Services -12/08	4,047.57
11/20/2008	11/24/2008	12/3/2008	12/9/2008	19	LIMOUSINES OF SOUTH FLORIDA	Feeder Svcs -11/01-15/08	86,373.75
11/22/2008	11/25/2008	12/3/2008	12/9/2008	17	MERIDIAN MANAGEMENT CORP.	Station Maint -09/15/08	109,007.90
11/5/2008	11/20/2008	12/3/2008	12/9/2008	34	WACKENHUT CORPORATION	Wackehut W/E -10/27-11/02/2008	106,847.92
12/2/2008	12/3/2008	12/3/2008	12/9/2008	7	ACORIDA WPB DIVISION	Workers Comp Ins -12/08	2,766.75
11/21/2008	12/3/2008	12/3/2008	12/9/2008	18	ACS TRANSPORT SOLUTION	TVM Printer Ribbons -11/08	14,822.00
11/19/2008	12/3/2008	12/3/2008	12/9/2008	20	AON RISK SERVICES	Commercial General Liability Insurance	29,725.53
11/6/2008	11/17/2008	12/3/2008	12/9/2008	33	BITNER GOODMAN	Mkt/PR Svcs -10/08	16,837.06
12/1/2008	12/1/2008	12/3/2008	12/9/2008	8	FLORIDA POWER & LIGHT	Utilites -12/08	5,250.64
12/1/2008	12/3/2008	12/10/2008	12/9/2008	8	ACS TRANSPORT SOLUTION	AFC (TVM) Software Support -10/08	13,060.00
12/4/2008	12/8/2008	12/10/2008	12/22/2008	18	C2 GROUP LLC	Fed/Leg Consult Svcs -11/08	10,000.00
11/24/2008	12/9/2008	12/10/2008	12/22/2008	28	CSX TRANSPORTATION	Bridge Tender -09/08-30/08	18,390.58
12/3/2008	12/4/2008	12/10/2008	12/22/2008	19	ERICKS CONSULTANTS	Leg Consult Svcs -11/08-12/08	25,000.00
12/3/2008	12/3/2008	12/10/2008	12/22/2008	19	FLORIDA POWER & LIGHT	Utilites -12/08	5,606.82
12/1/2008	12/9/2008	12/10/2008	12/22/2008	21	LIMOUSINES OF SOUTH FLORIDA	Feeder Svcs -11/16-30/08	89,042.50
12/1/2008	12/8/2008	12/10/2008	12/22/2008	21	MERIDIAN MANAGEMENT CORP.	Station Maint -06/30/08	32,428.73
12/3/2008	12/4/2008	12/10/2008	12/22/2008	19	PALMTRAN	PalmTran FAU Feeder Bus Svc-11/24/2008	25,500.00
12/1/2008	12/9/2008	12/10/2008	12/22/2008	21	RESPECT OF FLORIDA	Janitorial Svcs -11/1-30/2008	5,122.77
12/1/2008	12/9/2008	12/10/2008	12/22/2008	21	SFEC TMA	TMA Shuttle Svcs -10/08	15,067.20
12/2/2008	12/8/2008	12/10/2008	12/22/2008	20	T&M LAWN SERVICE	Station Maint -12/08	3,950.00
12/3/2008	12/8/2008	12/10/2008	12/22/2008	19	VEOLIA TRANSPORTATION	Commuter Rail OPS -10/01-31/08	1,379,338.04
12/3/2008	12/8/2008	12/10/2008	12/22/2008	19	WACKENHUT CORPORATION	Wackehut W/E -11/24-30/08	103,942.49
12/9/2008	12/17/2008	12/11/2008	12/22/2008	13	RAIL TECH CONSULTANTS	PIS Parts and Labor -11/7/2008	4,550.00
12/12/2008	12/17/2008	12/23/2008	1/14/2009	33	ACS TRANSPORT SOLUTION	AFC (TVM) Software Support -12/08	13,060.00
12/16/2008	12/16/2008	12/23/2008	1/14/2009	29	AON RISK SERVICES	Renewal Crime Policy	7,090.20
12/10/2008	12/16/2008	12/23/2008	1/14/2009	35	AT&T	Reg Summ -12/08	23,644.43
12/16/2008	12/19/2008	12/23/2008	1/14/2009	29	BROWARD MICROFILM INC	Kodak i250 Maint -08/11/08-08/10/09	2,886.20
12/17/2008	12/19/2008	12/23/2008	1/14/2009	28	DOWNTOWN FT LAUDERDALE	Ft Lauderdale TMA - 11/2008	3,046.00
12/11/2008	12/16/2008	12/23/2008	1/14/2009	34	MERIDIAN MANAGEMENT CORP.	Station Maintenance -11/1-30/2008	105,194.06
12/9/2008	12/18/2008	12/23/2008	1/14/2009	36	PALMTRAN	PalmTran BCC Feeder Bus -11/08	25,700.90
12/8/2008	12/21/2008	12/23/2008	1/14/2009	37	WACKENHUT CORPORATION	Wackehut W/E -11/24-30/08	138,317.65
12/8/2008	12/15/2008	12/23/2008	1/14/2009	37	WATSON RICE LLP	Professional Auditing Services	15,712.56
12/16/2008	12/16/2008	12/23/2008	1/14/2009	29	AON RISK SERVICES	D&O Policy # EON-G21652763-003 -09/30/08-09/30/09	35,478.00
12/23/2008	12/23/2008	12/23/2008	1/14/2009	22	PROLOGIS TRUST	Office Rent	55,756.12
12/10/2008	12/23/2008	12/23/2008	1/14/2009	35	GREENBERG TRAURIG	Gen Coun Base -12/08	22,000.00
12/1/2008	12/23/2008	12/23/2008	1/14/2009	44	GREENBERG TRAURIG	Gen Coun	54,289.73
				47	TOTAL OPERATING EXPENDITURES		\$ 3,579,211.72
CAPITAL EXPENDITURES							
11/15/2008	11/25/2008	12/3/2008	12/9/2008	24	BOMBARDIER MASS	Brake Shoes Disc Lining	45,100.44
11/17/2008	11/20/2008	12/3/2008	12/9/2008	22	BERGMANN ASSOCIATES	Rolling Stk Procurement Supp -09/27-10/31/08	19,880.95
11/20/2008	11/24/2008	12/3/2008	12/9/2008	19	CORRADINO GROUP	Retainage release	4,387.93
11/13/2008	11/24/2008	12/3/2008	12/9/2008	26	FLORIDA ATLANTIC UNIVERSITY	Sponsored Research Agreement FAU -10/08	5,000.00
11/14/2008	11/24/2008	12/3/2008	12/9/2008	25	KIMLEY HORN AND ASSOCIATES	Gen Consult Planning -09/01-30/08	71,162.75
11/20/2008	11/24/2008	12/3/2008	12/9/2008	19	KIMLEY HORN AND ASSOCIATES	ADA Consult Svcs -07/01-10/31/08	9,287.43
11/12/2008	11/24/2008	12/3/2008	12/9/2008	27	MERIDIAN MANAGEMENT	Trench Drains Install -11/08	50,052.20
11/3/2008	12/9/2008	12/3/2008	12/9/2008	36	PB AMERICAS	WO#4 Seg 5 Before & After Study -05/24/08 -09/26/08	31,954.41
11/15/2008	11/17/2008	12/3/2008	12/9/2008	24	BOOZ ALLEN & HAMILTON	UAFC System Support -09/01-30/08	79,876.92
11/17/2008	12/3/2008	12/3/2008	12/9/2008	22	EPLUS TECHNOLOGY	Cisco 2811 Integrated Services Router	3,034.80
11/25/2008	12/1/2008	12/3/2008	12/9/2008	14	RANGER CONSTRUCTION	Design Build Svcs for Construction of the Pomp Bch Park-N-Ride Lot -10	142,999.09
12/1/2008	12/9/2008	12/11/2008	12/22/2008	21	CSX TRANSPORTATION	Install Flag Protection CC -11/08	9,294.35
11/27/2008	12/3/2008	12/11/2008	12/22/2008	25	GANNETT FLEMING INC	Locomotive Replacement Plan -08/30-210/24/08	16,883.84
12/23/2008	12/23/2008	12/23/2008	1/14/2009	22	CSX TRANSPORTATION	DMU Deliverly #704- Birthingam, AL to Hialeah, FL	4,913.00
12/15/2008	12/19/2008	12/23/2008	1/14/2009	30	GANNETT FLEMING INC	Locomotive Replacement Plan -10/25/08-11/21/08	39,755.59
12/12/2008	12/15/2008	12/23/2008	1/14/2009	33	RANGER CONSTRUCTION	Design Build Services for Construction of the Pompano Beach Park-N-Ric	273,007.02
12/12/2008	12/15/2008	12/23/2008	1/14/2009	33	PB AMERICAS	SFRTA (TDP) Major Update -09/27/08-11/21/08	4,412.56
12/5/2008	12/10/2008	12/23/2008	1/14/2009	40	URS CORPRATION	Engineering & Consultant Services for Final Design	74,758.54
12/23/2008	12/23/2008	12/23/2008	1/14/2009	22	BNSF RAILWAY	General Counsel	8,702.00
10/16/2008	12/18/2008	12/23/2008	1/14/2009	90	GREENBERG TRAURIG LLP	General Counsel	8,666.40
9/22/2008	12/18/2008	12/23/2008	1/14/2009	114	GREENBERG TRAURIG LLP	General Counsel	3,981.99
11/14/2008	12/18/2008	12/23/2008	1/14/2009	61	GREENBERG TRAURIG LLP	General Counsel	2,604.80
2/26/2008	10/2/2008	12/23/2008	1/14/2009	323	GREENBERG TRAURIG LLP	General Counsel	7,573.80
10/19/2008	12/8/2008	12/23/2008	1/14/2009	87	GREENBERG TRAURIG LLP	General Counsel	3,870.00
				24	TOTAL CAPITAL EXPENDITURES		\$ 921,160.81
Item Total				71	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 4,500,372.53

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
DECEMBER 1, 2008 TO DECEMBER 31, 2008**

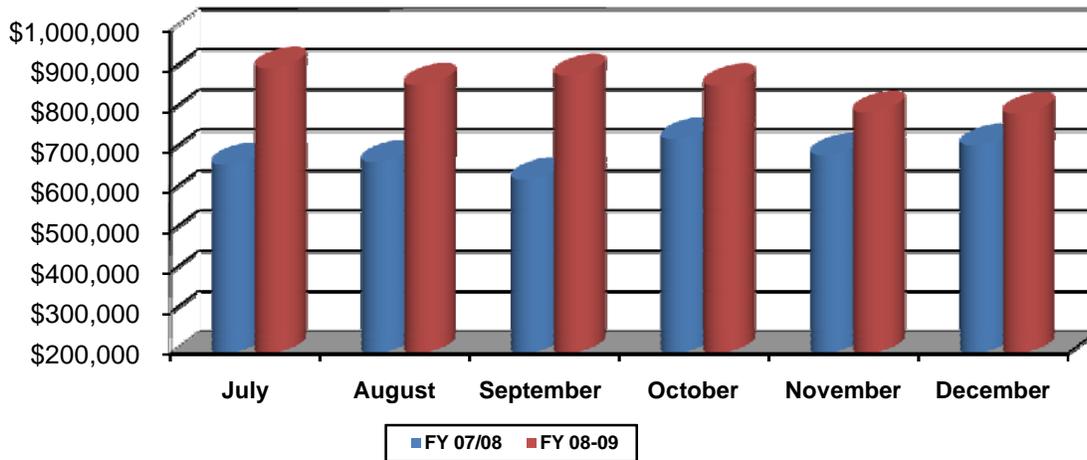
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	7	9.9%	9.9%
11-20 days	17	23.9%	33.8%
21-25 days	14	19.7%	53.5%
26-30 days	8	11.3%	64.8%
31-35 days	13	18.3%	83.1%
36-40 days	6	8.5%	91.5%
41-45 days	1	1.4%	93.0%
Over 45 days	5	7.0%	100.0%
TOTAL CHECKS	71	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- DECEMBER 2008**

REVENUE - DECEMBER 2008

DESCRIPTION	Dec-07	Dec-08	VARIANCE	%
Weekday Sales	558,968	677,314	118,346	21.2%
Weekend Sales	121,681	105,960	(15,721)	-12.9%
Other Income	34,543	10,789	(23,754)	-68.8%
Total Revenue	715,192	794,063	78,871	11.0%

**Revenue Monthly Trends
FY 07/08 and FY 08/09**



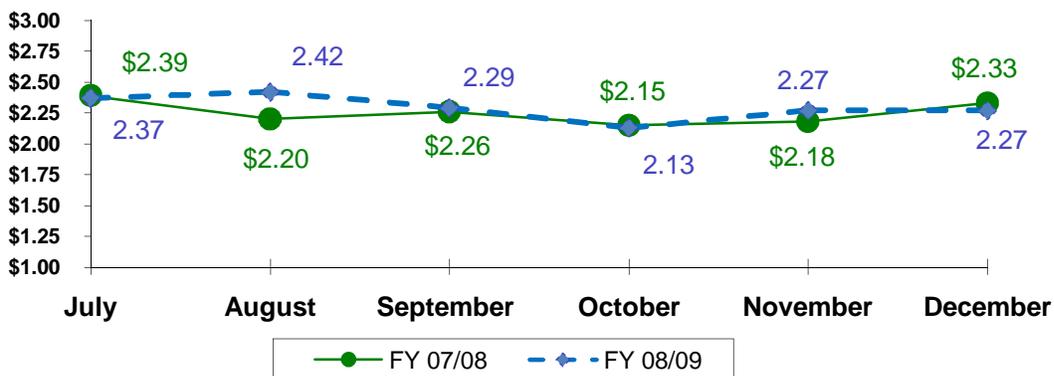
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- DECEMBER 2008**

SALES BY TICKET TYPE	DECEMBER 2007	DECEMBER 2008	PERCENT CHANGE ⁽¹⁾
Palm Beach Schools	32,360	32,360	0%
Employer Disc. Program	98,384	172,434	75%
Group Tour Sales	-	-	#DIV/0!
Station Sales:			
One-Way	231,540	246,057	6.3%
Roundtrip	137,664	135,237	-1.8%
12 Trips	31,666	29,732	-6.1%
Monthly	49,280	50,080	1.6%
One-Way Discount	45,087	52,566	16.6%
Roundtrip Discount	31,019	32,959	6.3%
Monthly Discount	23,648	31,849	34.7%
Total Station Sales	549,903	578,480	5.2%
Total Sales	680,649	783,274	15.1%

(1) Percent increase or decrease from previous year

AVERAGE FARE 2.33 2.27

**Average Fares
FY 07/08 and FY 08/09**



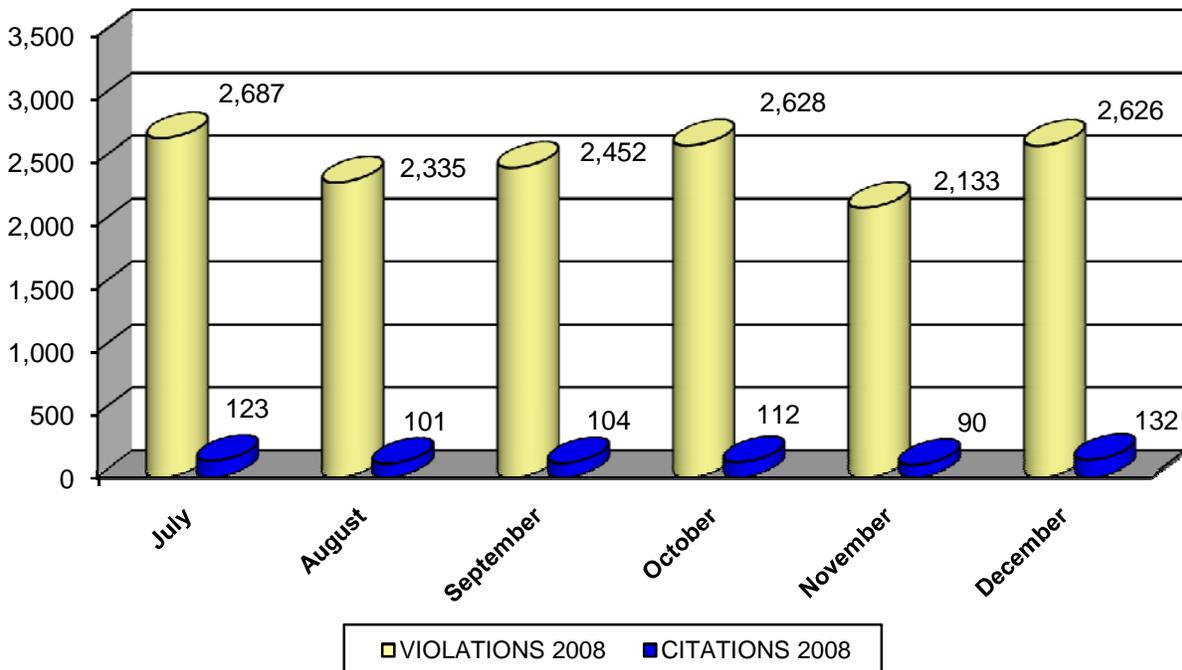
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
JULY 2008 THROUGH DECEMBER 2008**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
JULY 2008	387,641	2,687	123	2,558	102%
AUGUST 2008	367,779	2,335	101	2,229	104%
SEPTEMBER 2008	430,263	2,452	104	2,339	112%
OCTOBER 2008	446,825	2,628	112	2,507	112%
NOVEMBER 2008	361,181	2,133	90	2,041	104%
DECEMBER 2008	363,553	2,626	132	2,491	106%
AVERAGE	392,874	2,477	110	2,361	107%

FARE EVASION % **0.72%**

FINES \$ **5,231**

**Fare Violations / Citations
FY 2008**





Solicitation Status Report December 2008

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
09-004	SS	Negotiation with Cubic Transportation Systems, INC. for Universal Automated Fare Collection System. Contract Admin.: B. Guida Proj. Mgr.: Renee Matthews	N/A	N/A	N/A	TBD	TBD



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of December 2008**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
Contractor Project Justification	<p align="center">09-000240</p> <p>NAT'L BUSINESS FURNITURE, LLC FURNITURE FOR HUMAN RESOURCES TRAINING ROOM Square-Back Chairs for HR Training Room Item #52182 , Folding Adjustable-Height Tables for HR Training Room Item #41197</p>	Purchase Order	11,637.90	N/A
Contractor Project Justification	<p align="center">09-000245</p> <p>VICTOR STANLEY INC. BENCHES FOR S END OF WPB STATION Benches for S End of WPB Station, Victor Stanley RB-28 6 foot black bench; includes 5% discount per Volusia County Bid #CL-908KP</p>	Purchase Order	11,717.20	N/A
Contractor Project Justification	<p align="center">09-000255</p> <p>DELL NEW EMAIL SERVER Dell PowerEdge 2950 Server, 2-Quad Core Xeon CPU, Windows 2003 Server 64-bit, 16GB RAM</p>	Purchase Order	17,564.75	N/A
Contractor Project Justification	<p align="center">09-000267</p> <p>WEEKLY ASPHALT PAVING PARKING LOT IMPROVEMENTS AT LAKE WORTH Piggyback from Broward Sheriff contract Contract No. H-Z-05-376-B1</p>	Purchase Order	98,964.43	N/A



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of December 2008**

AGENDA ITEM: J

Date Signed	Contract No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of December, 2008.	N/A	N/A	N/A

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 January 23, 2008

NOVEMBER RIDERSHIP

Total monthly ridership for November has increased 13.2 % when compared to November of last year. Weekday ridership has increased by 7.8% for November, while the average weekday ridership in November 2008 was 15,204 per day versus 12,766 per day for 2007. Total weekend ridership has increased by 22.0% when compared to last year. Total Fiscal Year ridership is up by 28.1%.

Revenue is shown in Chart 3. Chart 2 shows ridership month-to-month and Chart 1 combines revenue and ridership month-to-month.

<u>Riders</u>	Actual November 2008	Actual November 2007	November '08 vs. '07 %	FY 09 Rider ship To Date	FY 08 Rider ship To Date	FYTD 08 vs '09 %
M-F	288,867	268,080	7.8%	1,630,911	1,264,527	29.0%
Saturday	27,974	18,332	52.6%	115,212	96,058	19.9%
Sunday	25,041	15,974	56.8%	102,157	82,793	23.4%
Holidays	4,715	3,730	0.0%	14,406	10,991	31.1%
	<u>346,597</u>	<u>306,116</u>	<u>13.2%</u>	<u>1,862,686</u>	<u>1,454,369</u>	<u>28.1%</u>

Note: Ridership figures are based on daily reports from Veolia.

Chart 1 - SFRTA Riders and Revenue Trends

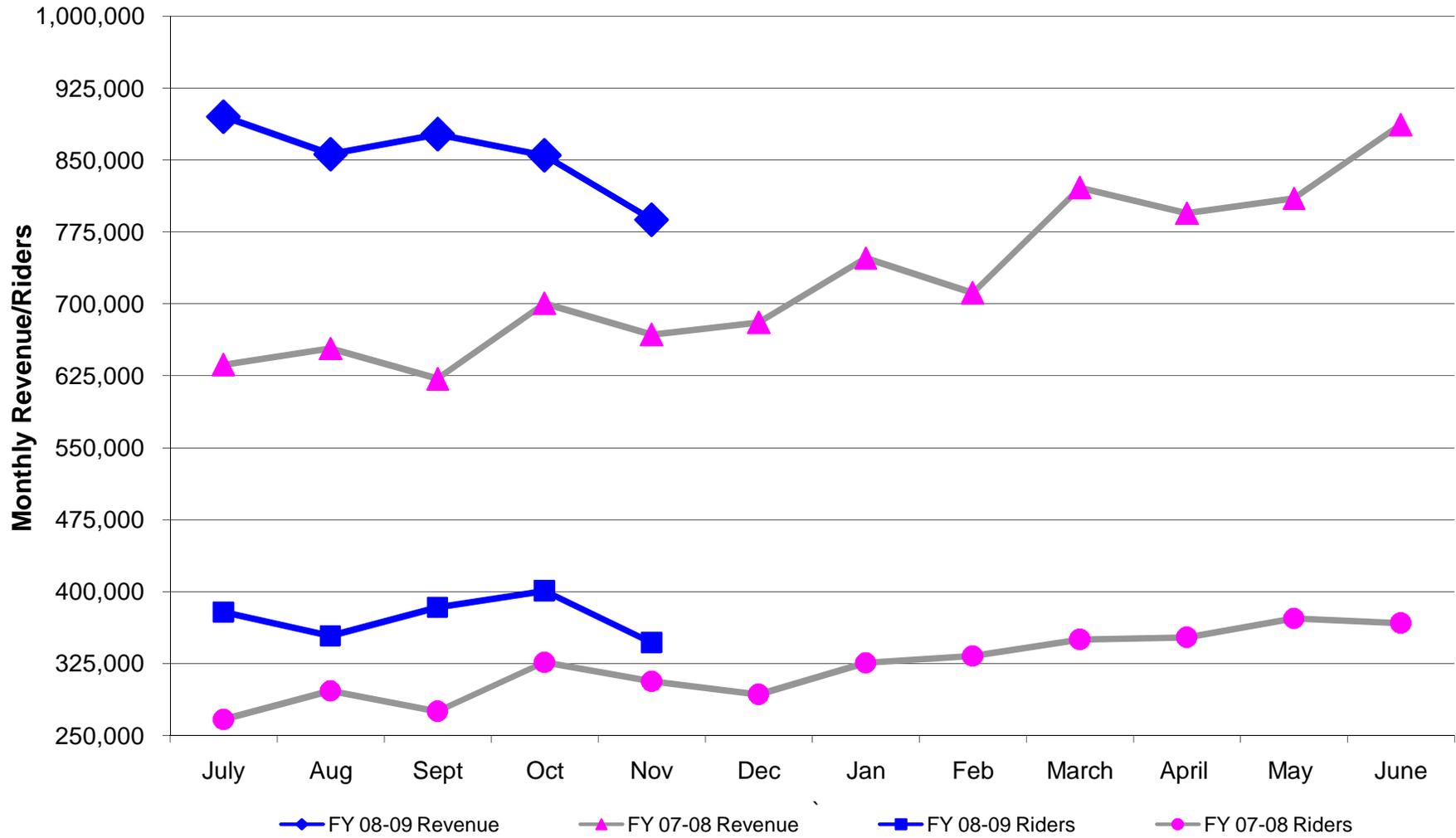


Chart 2 - SFRTA Riders

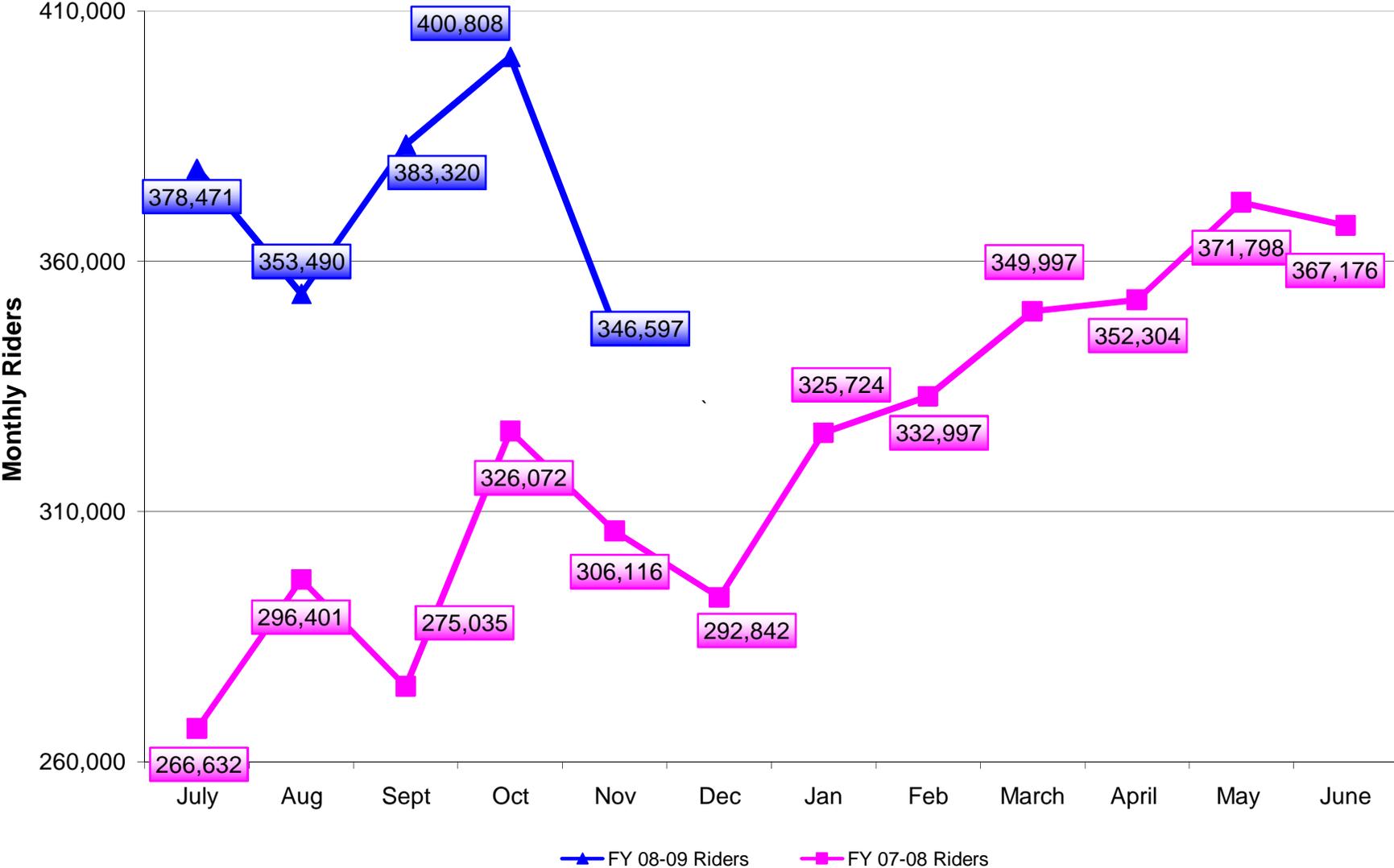
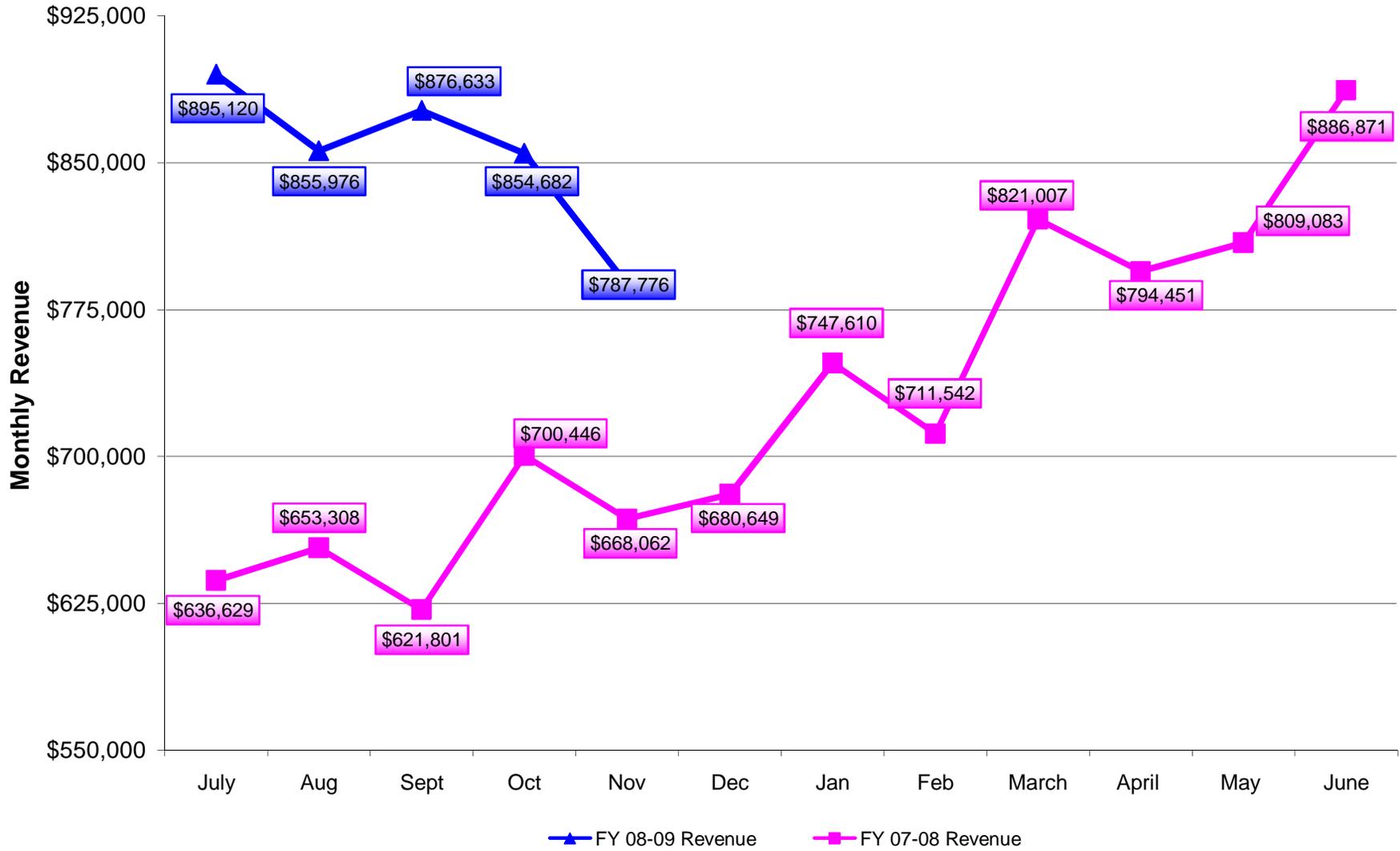


Chart 3 - SFRTA Revenue



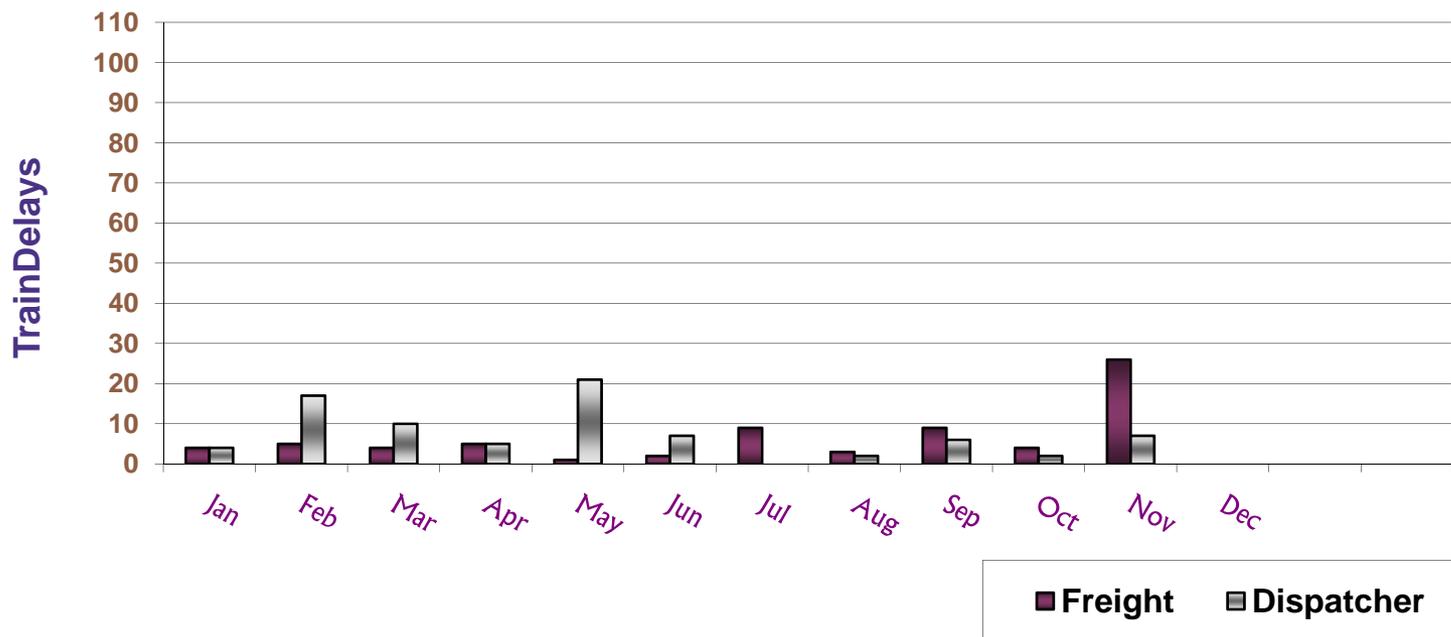


NOVEMBER 2008 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			66.4%
OTP Station To Station			58.9%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF <u>TOTAL</u> TRAINS
DELAY CAUSES			
PD/FD Activity	0	0	0.0%
<u>SUB-TOTAL</u>	0	0	0.0%
<u>CSX AGREEMENT</u>			
CSX FRIEGHT	4	26	2.3%
LOCAL SWITCHER	9	28	2.5%
JAX DISPATCHER	3	7	0.6%
MOW	6	19	1.7%
<u>SUB-TOTAL</u>	22	80	7.1%
<u>OUTSIDE CSX</u>			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	11	61	5.4%
CSX RULE 100J	0	0	0.0%
	11	61	5.4%
<u>BOMBARDIER MECHANICAL</u>			
VEOLIA TRANSPORTATION	1	7	0.6%
AMTRAK	3	3	0.3%
FEC DELAY	11	35	3.1%
WEATHER	0	0	0.0%
ROW FOUL	0	0	0.0%
SFRTA TRANSP.	19	59	5.2%
OTHER	8	28	2.5%
3rd PARTY	8	23	2.0%
DMU MECHANICAL	7	14	1.2%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
NBC OTHER	0	0	0.0%
ADA	10	20	1.8%
EFFICIENCY TESTING	3	4	0.4%
<u>SUB-TOTAL</u>	79	225	20.0%
<u>TRAINS DELAYED</u>			
		366	32.5%
<u>TERMINATED / ANNULLED</u>			
		12	1.1%
<u>TRAINS ON TIME</u>			
		748	66.4%
<u>TOTAL</u>		1126	100.0%

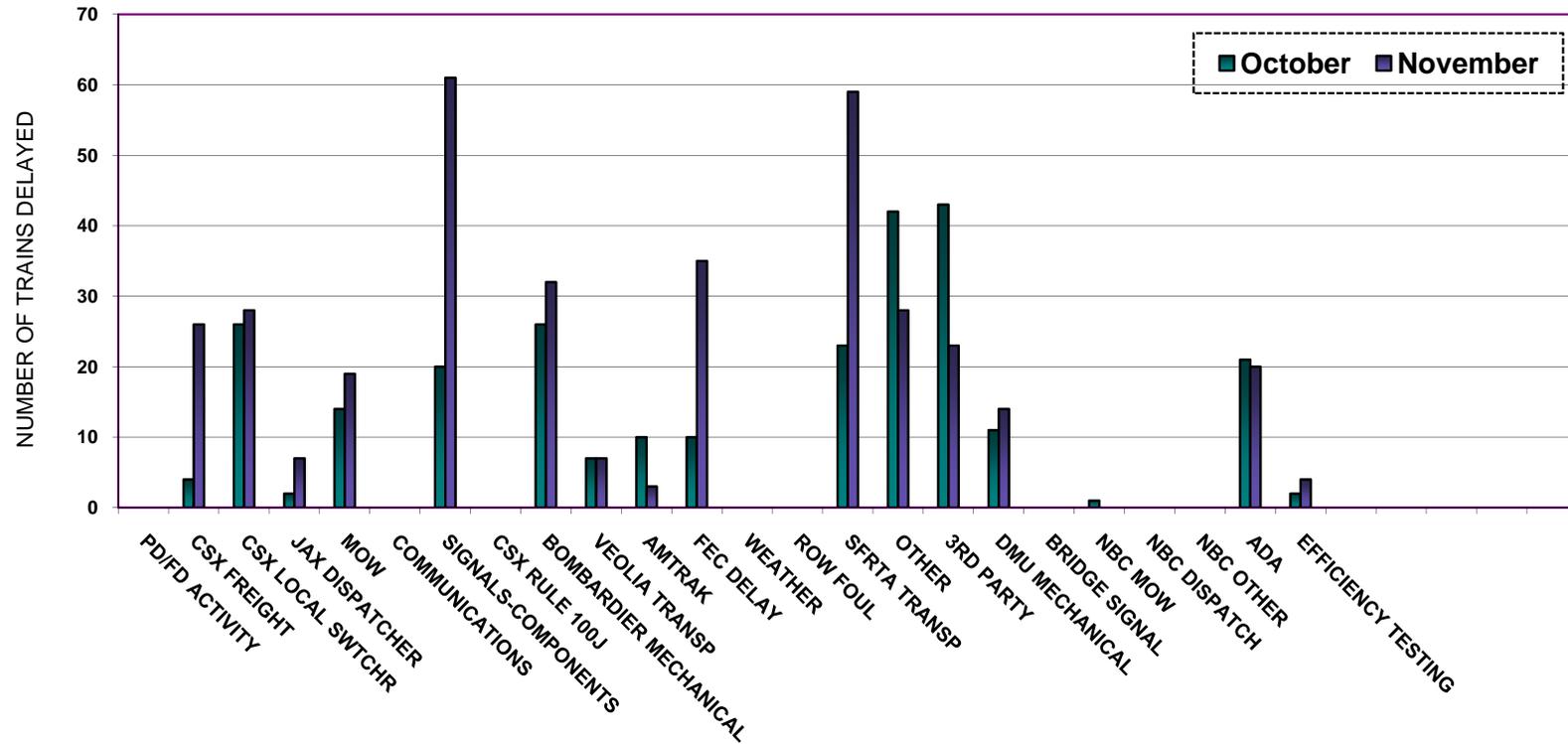


CSXT JAX Dispatcher & Freight Delays 2008



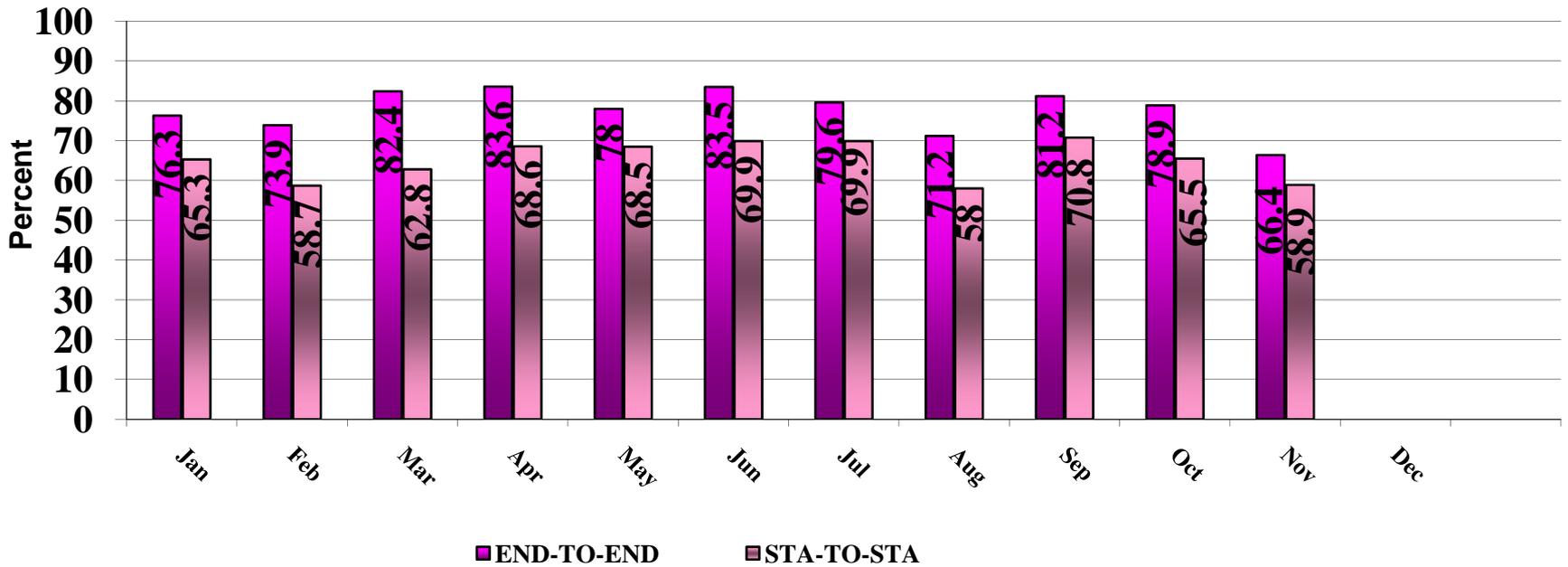


TRAIN DELAYS 2008

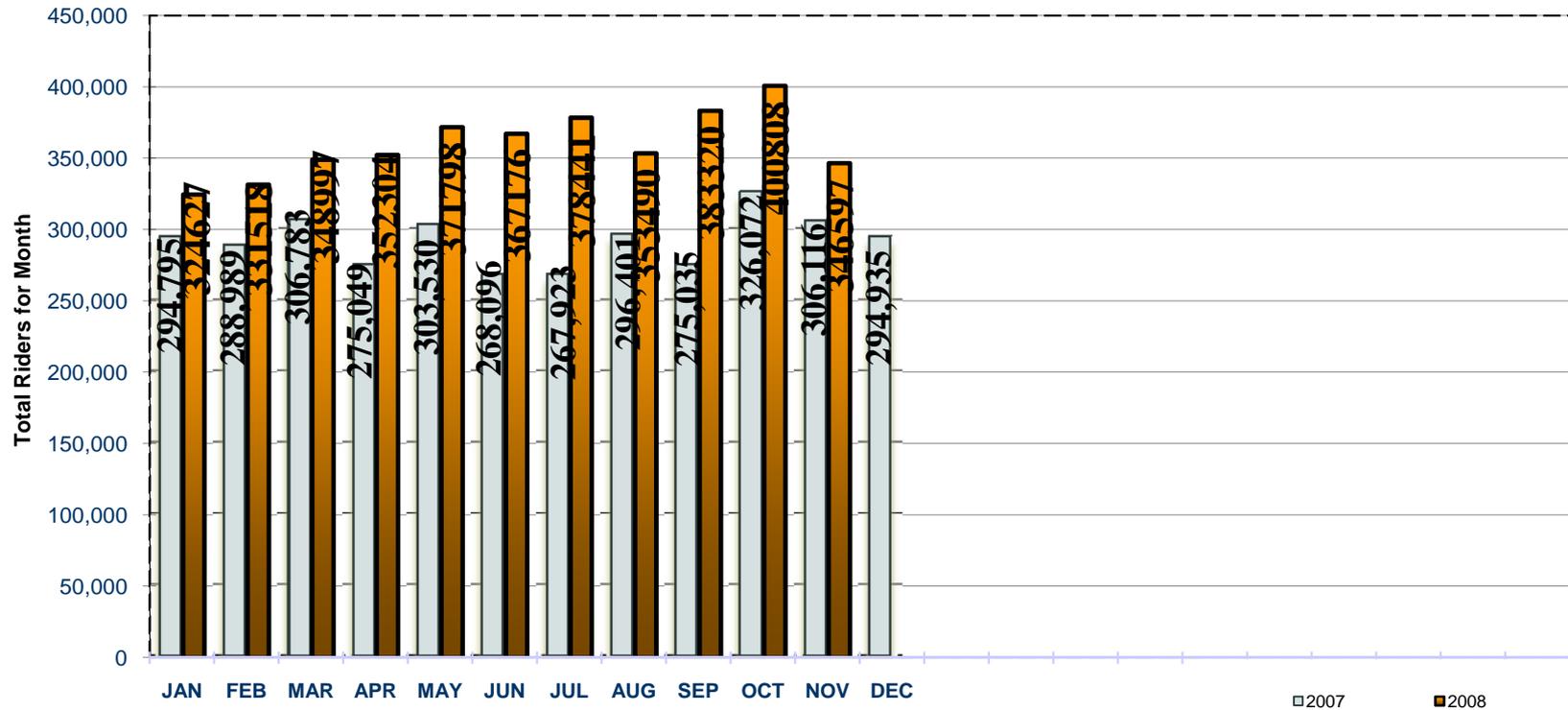




On-Time Performance Calendar Year 2008

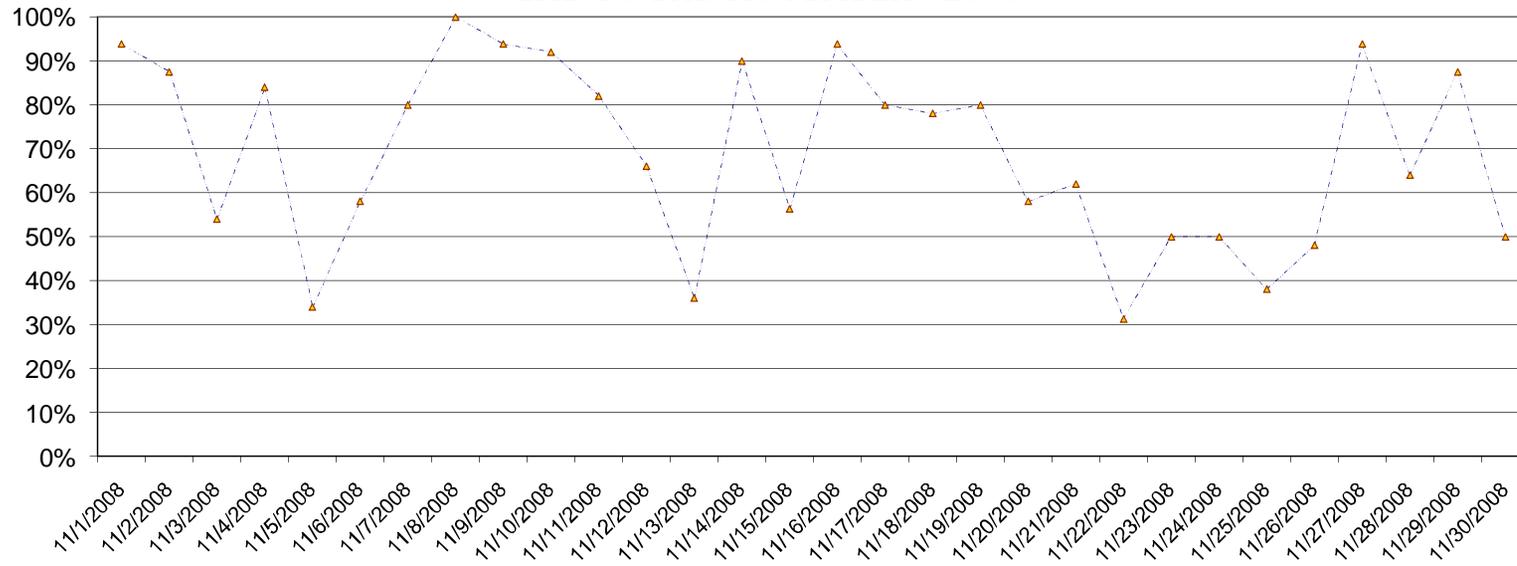


SFRTA Tri-Rail Monthly Ridership 2008





ON TIME PERFORMANCE END TO END NOVEMBER - 2008



AGENDA ITEM D

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING DEPARTMENT MONTHLY SUMMARY FOR NOVEMBER 2008
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 18 new employers and 180 new employees during the month of November.

- The total number of EDP tickets recorded as sold in November was 3,809 and the total revenue generated was reported as \$174,472.76.

The following companies joined the EDP in November:

Employer	Enrollment Date	City
Alex E. Borell, Attorney at Law	11/24/2008	Lake Worth
Alternatives Unlimited	11/12/2008	Riviera Beach
Basch & Co. Inc.	11/17/2008	Hollywood
C.S. Bensch, Inc.	11/05/2008	Fort Lauderdale
Cbiz MHM, LLC	11/05/2008	Boca Raton
Cleveland Clinic Florida	11/17/2008	Weston
Donghia, Inc.	11/24/2008	Dania Beach
ESPN – Walt Disney World Co.	11/05/2008	Coral Gables
Jewish Federation of Palm Beach County	11/25/2008	West Palm Beach
Lincoln Property Company	11/03/2008	Miami
Miami Audio Music, Corp.	11/24/2008	Doral
Motorsports of Delray	11/12/2008	Fort Lauderdale
Munilla Construction Management	11/12/2008	Miami
Pallet Consultants	11/05/2008	Pompano Beach
Rotortech Services, Inc.	11/05/2008	West Palm Beach
Transatlantic Bank	11/17/2008	Miami
Valve Research & Mfg. Co.	11/06/2008	Deerfield Beach
Z. Haydu Manufacturing Corp.	11/05/2008	Hollywood

EDP SALES MISSIONS

Employer	City
Braemar Steege, LLC	Miami
Capretto Place	Boca Raton
Hillwood Corp.	West Palm Beach
Olivers Janitorial	Miami Beach
Soiree, Inc.	Hialeah
Transatlantic Bank	Miami

MARKETING DEPARTMENT – NOVEMBER ACTIVITIES:

OUTREACH FAIRS

During several end-of-the-year benefits fairs during the month of November, South Florida Regional Transportation Authority/Tri-Rail marketing members continued to be on-hand to speak about the benefits of public transportation throughout the region. In Broward County, staff attended a two-day, “Lunch and Learn” Presentation/Benefits Day for both of Citrix Systems’ offices in Fort Lauderdale; the Art Institute of Fort Lauderdale also had a two-day event where SFRTA staff provided presentations for students/employees and staffed a transportation day booth, while staff was also on-hand at the Fort Lauderdale headquarters for Bank Atlantic’s benefits fair. In Miami-Dade County, SFRTA staff members were present for health fairs at the Baptist Health Corporate Office in Coral Gables. In Palm Beach County, staff attended benefit fairs for Lynn Insurance in Boca Raton, and another two-day benefits fair hosted by St. Mary’s Hospital. Marketing staff also attended S.D. Spady Elementary School’s Annual Picnic to promote Tri-Rail.

RAIL FUN DAY

To celebrate Tri-Rail’s 20th Anniversary, the SFRTA’s Marketing Department began preparations for a “Rail Fun” Day on Saturday, January 10th from 11 a.m. to 3 p.m. at the Fort Lauderdale/Hollywood International Airport Station at Dania Beach. This free, family-friendly event will include magicians, face painting and clowns sponsored by South Florida Parenting; an appearance by Billy the Marlin, a performance by Hip Hop Kidz, food sampling from Pollo Tropical® and much more. Highlights of the festivities will be the introduction of Tri-Rail’s first-ever mascot, costumed-character Conductor George Green and the launch of the All Aboard Birthday Club, a new program sponsored in part by Pollo Tropical®. The SFRTA’s Marketing Department worked closely with the Operations Department to arrange for four additional trains on that Saturday only, January 10, to better serve people wishing to attend the anniversary event.

TRANSPORTATION WORKSHOP

Members of the SFRTA’s Marketing Department worked closely with members of the Planning Department to organize and host the SFRTA Transportation Workshop, Phase 2 at MDX Corporate Offices in Miami-Dade County, as well as Phase 3 at the International Game Fish Association Hall of Fame and Museum in Broward County. The workshops continued to convey the message of future regional transportation needs, priorities and funding for the South Florida region. A Regional Transportation Summit will be held in early 2009 as a culmination of all three previous workshops.



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

November 2008

Budgeted Income Statement

Revenue:

For November 2008 year-to-date (YTD) actual revenue is up \$853,493 or 25% when compared to the FY 2008/09 YTD budgeted revenue. Actual revenue is up \$925,421 or 27% when compared to the FY 2007/08 YTD actual revenue. This can be attributed to an increase in service as well as ridership. SFRTA is still within budget as actual expenses for the year was \$2,246,230 below budget. (see Expenses below).

Expenses:

Currently, expenses are \$2,246,230 or 9% below budget. All expenses are well within budget. As of July 1, 2008, the price of fuel was budgeted at \$3.79 per gallon. However, as of November 30, 2008, the average price of fuel per gallon is \$1.75. Staff will continue to monitor the price of fuel.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
11/01/08 TO 11/30/08**

REVENUE	NOVEMBER 2008 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2007-08 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$787,776	\$4,270,187	\$3,401,415	\$868,772	\$8,721,507	\$4,451,320
Interest Income / Other Income	9,428	50,346	65,625	(15,279)	157,500	107,154
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$797,204	\$4,320,533	\$3,467,040	\$853,493	\$8,879,007	\$4,558,474
OPERATING ASSISTANCE						
FDOT Operating JPA	1,087,951	7,414,730	8,099,412	(684,682)	\$12,405,894	4,991,164
FDOT Feeder Service JPA	297,103	2,080,814	2,663,606	(582,792)	3,024,780	943,966
FDOT Contracted Dispatch Service	384,625	1,968,454	2,834,434	(865,980)	6,418,060	4,449,606
FHWA	136,540	1,181,902	1,938,699	(756,797)	4,000,000	2,818,098
FTA Assistance	847,935	5,075,496	5,284,968	(209,472)	13,406,498	8,331,002
Counties Contribution	-	-	-	-	12,405,894	12,405,894
Broward Co. Feeder Service	-	-	-	-	662,514	662,514
Other Local Funding	-	-	-	-	100,000	100,000
TOTAL ASSISTANCE	\$2,754,154	\$17,721,396	\$20,821,119	(\$3,099,723)	\$52,423,640	\$34,702,244
TOTAL REVENUE	\$3,551,358	\$22,041,929	\$24,288,159	(\$2,246,230)	\$61,302,647	\$39,260,718

EXPENSES	NOVEMBER 2008 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2007-08 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,271,952	13,295,920	13,863,121	567,201	35,738,856	22,442,936
Personnel Services	631,981	3,147,673	3,528,532	380,858	8,744,759	5,597,086
Train Fuel Contract	236,086	3,434,138	3,912,361	478,223	9,207,166	5,773,028
Feeder Service	243,921	1,212,318	1,382,633	170,315	3,923,920	2,711,602
General & Administrative Expenses	88,610	659,103	929,286	270,183	2,074,600	1,415,497
Marketing Expenses	94,523	247,419	352,947	105,528	847,072	599,653
Professional Fees	82,884	365,243	516,438	151,194	1,239,450	874,207
Reserve	-	-	208,333	208,333	500,000	500,000
Expenses Transferred to Capital	(98,600)	(319,885)	(405,490)	(85,605)	(973,176)	(653,291)
TOTAL EXPENSES	\$3,551,358	\$22,041,929	\$24,288,159	\$2,246,230	\$61,302,647	\$39,260,718



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During November 2008, the SFRTA Accounts Payable division processed 254 invoices totaling \$3,406,769.06 and disbursed 131 checks, excluding payroll, totaling \$2,381,384.84.

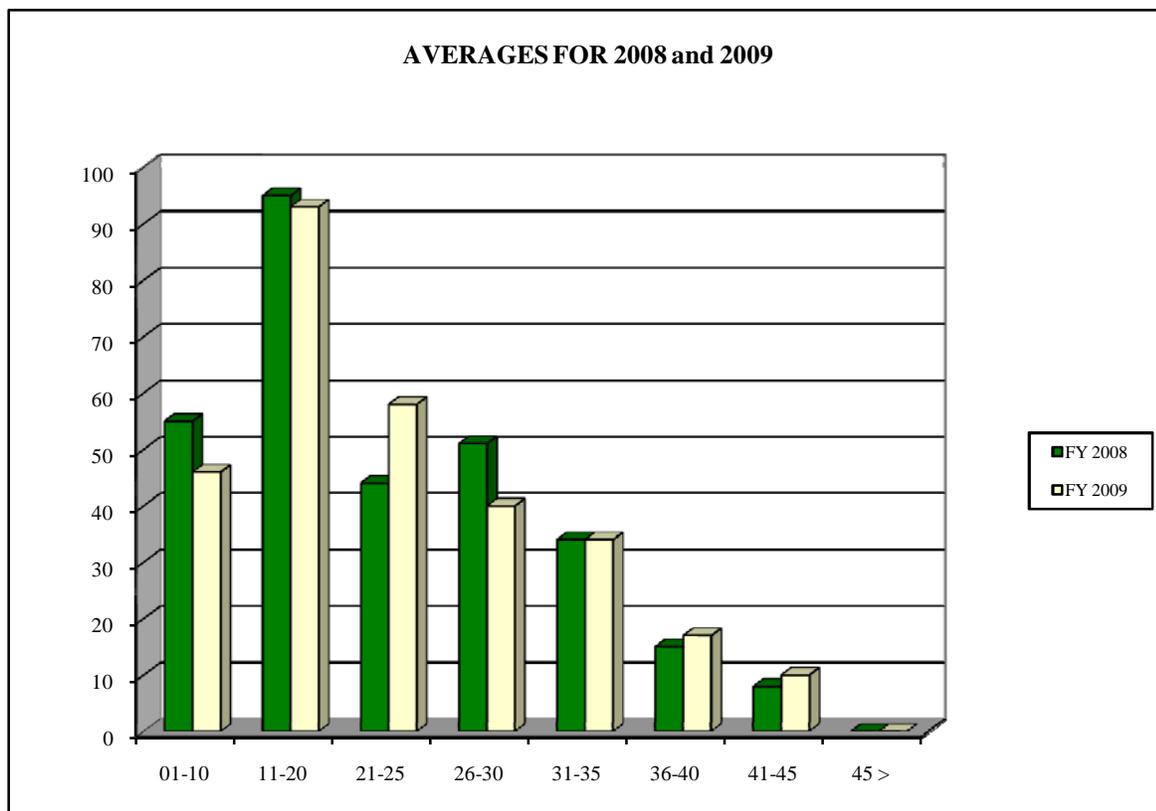
Invoices over \$2,500 represent 27.0% (35 checks) of all invoices processed in the month of November, and represent 98.0% of the value (\$2,327,978.80) of all checks processed in November 2008.

Accounts Payable processed 65.7% (23 checks) of the checks over \$2,500 within the 21-25 days, with 88.6% (31 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 PAYMENT CYCLE REPORT - NOVEMBER 2008
 FOR INVOICES \$2,500 AND OVER**

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2008 TO JUNE 2009		MONTHLY AVERAGE JULY 2007 TO JUNE 2008	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	15.4%	0 -10 Days	18.2%
11-20 Days	31.2%	11-20 Days	31.5%
21-25 Days	19.5%	21-25 Days	14.6%
26-30 Days	13.4%	26-30 Days	16.9%
31-35 Days	11.4%	31-35 Days	11.3%
36-40 Days	5.7%	36-40 Days	5.0%
41-45 Days	3.4%	41-45 Days	2.6%
Over 45 Days	0.0%	Over 45 Days	0.0%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009
INFORMATION ITEM: PAYMENTS OVER \$2,500
NOVEMBER 1 THRU NOVEMBER 30, 2008**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
9/2/2008	10/1/2008	11/5/2008	10/2/2008	30	SUNTRUST BANKCARD N A	Purch Cards -08/08	5,820.48
10/9/2008	10/22/2008	11/5/2008	11/5/2008	27	BANK OF AMERICA	Purch Cards -09/08	5,330.88
10/17/2008	11/2/2008	11/5/2008	11/10/2008	24	MACMILLAN OIL COMPANY	Train Fuel -10/06-12/08	123,139.53
10/27/2008	10/31/2008	11/5/2008	11/10/2008	14	UNUM LIFE INSURANCE	LONG TERM DISABILITY: Payment/LT Disability -10/08	4,049.42
11/3/2008	11/7/2008	11/12/2008	11/14/2008	11	MACMILLAN OIL COMPANY	Train Fuel -10/13-19/2008	137,788.02
11/3/2008	11/7/2008	11/13/2008	11/13/2008	10	BOMBARDIER MASS TRANS	Commuter Rail Fleet Maintenance -10/01-31/08	835,129.58
10/15/2008	10/20/2008	11/19/2008	11/26/2008	42	MACMILLAN OIL COMPANY	Train Fuel -09/22-28/2008	280,825.42
10/17/2008	11/2/2008	11/5/2008	11/10/2008	24	CSX TRANSPORTATION	Bridge Tender -08/01-08/31/08	19,364.77
11/3/2008	11/3/2008	11/5/2008	11/10/2008	7	FLORIDA POWER & LIGHT	FPL MR -09/25-10/24/08	7,180.78
10/22/2008	10/29/2008	11/5/2008	11/10/2008	19	PTMW	NRB EMERGENCY GENERATOR CAGE -10/02/08	3,108.00
10/14/2008	11/2/2008	11/5/2008	11/10/2008	27	SFEC TMA	TMA Shuttle svcs -09/08	7,846.23
10/22/2008	11/3/2008	11/5/2008	11/10/2008	19	WACKENHUT CORPORATION	Wackenhut W/E -10/13-19/2008	169,279.31
10/10/2008	11/5/2008	11/5/2008	11/10/2008	31	WATSON RICE LLP	PROFESSIONAL AUDITING SERVICES -FY2008	19,935.60
10/27/2008	10/31/2008	11/5/2008	11/10/2008	14	EAGLES BENEFITS BY DESI	FLEXIBLE SPENDING EAGLES: Payment	12,166.84
10/30/2008	10/31/2008	11/12/2008	11/14/2008	15	A GOLDSTEIN & COMPANY	Large natural color tote bag -09/08	3,269.93
10/16/2008	11/10/2008	11/12/2008	11/14/2008	29	GREENBERG TRAUERIG LLP	General Coun Base -10/08	11,000.00
11/3/2008	11/12/2008	11/19/2008	11/14/2008	11	RAIL TECH CONSULTANTS	Wireless /radio audio Transmitter -09/29/08	7,975.00
10/30/2008	11/4/2008	11/19/2008	11/26/2008	27	A GOLDSTEIN & COMPANY	Retractable Clip Device, custom 2-color (PMS) imprinted white plastic. ~	3,307.50
11/6/2008	11/18/2008	11/19/2008	11/26/2008	20	C2 GROUP LLC	Fed/Leg Consult Svcs -10/08	10,000.00
11/12/2008	11/12/2008	11/19/2008	11/26/2008	14	FLORIDA POWER & LIGHT	FPL MP -10/06-11/04/08	25,952.30
10/20/2008	11/7/2008	11/19/2008	11/26/2008	37	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -10/01-15/08	193,500.00
11/6/2008	11/14/2008	11/19/2008	11/26/2008	20	RESPECT OF FLORIDA	Janitor Svcs -10/01-31/08	5,122.77
11/5/2008	11/24/2008	11/24/2008	11/28/2008	23	WATSON RICE LLP	PROFESSIONAL AUDITING SERVICES~ 07/01/2008 - 06/30/2009	43,357.53
11/10/2008	11/10/2008	11/26/2008	11/28/2008	18	AT & T	Reg Summ -11/08	22,656.97
11/26/2008	11/26/2008	11/26/2008	11/28/2008	2	PROLOGIS TRUST	OFFICE RENT/ SUITES 100 & 200 -12/08	55,756.12
				25	TOTAL OPERATING EXPENDITURES		\$ 2,012,862.98
CAPITAL EXPENDITURES							
11/26/2008	11/26/2008	11/26/2008	11/28/2008	2	COLORADO RAILCAR MAN	DMU Maint -12/07	83,323.35
10/17/2008	11/3/2008	11/5/2008	11/10/2008	24	BERGMANN ASSOCIATES	Rolling Stock Mgmt Oversight -08/30-09/26/08	18,605.16
10/22/2008	11/3/2008	11/5/2008	11/7/2008	16	RANGER CONSTRUCTION	Design Build Services for Construction of the Pompano Beach Park-N-Ric	105,039.00
10/2/2008	10/29/2008	11/5/2008	11/10/2008	39	PB AMERICAS, INC	Retainage release	11,697.17
10/16/2008	10/27/2008	11/5/2008	11/10/2008	25	S FL REGIONAL PLANNING	Planning Svcs -05/2006 -02/2007	5,686.00
10/17/2008	11/5/2008	11/12/2008	11/14/2008	28	LTK ENGINEERING SERVICES	Rolling Stock Acqu -09/30/08	10,073.48
10/17/2008	11/7/2008	11/12/2008	11/14/2008	28	TEM SYSTEMS INC.	Hialeah Yard Preventative maint swing gate -10/15/08	3,800.00
11/14/2008	11/18/2008	11/19/2008	11/26/2008	12	M & S AIR CONDITIONING	AC Maint -10/28/08	9,995.00
10/28/2008	11/12/2008	11/19/2008	11/26/2008	29	PB AMERICAS, INC	WO# 6 Agreement No. 04-847 (D) - Preparation of Final Design Docume	21,231.03
11/6/2008	11/18/2008	11/19/2008	11/26/2008	20	URS CORPORATION	Engineering & Consultant Services for Final Design of pedestrian/ADA In	45,665.63
				10	TOTAL CAPITAL EXPENDITURES		\$ 315,115.82
				Item Total	35	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES	\$ 2,327,978.80

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 23, 2009
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
NOVEMBER 1, 2008 TO NOVEMBER 30, 2008**

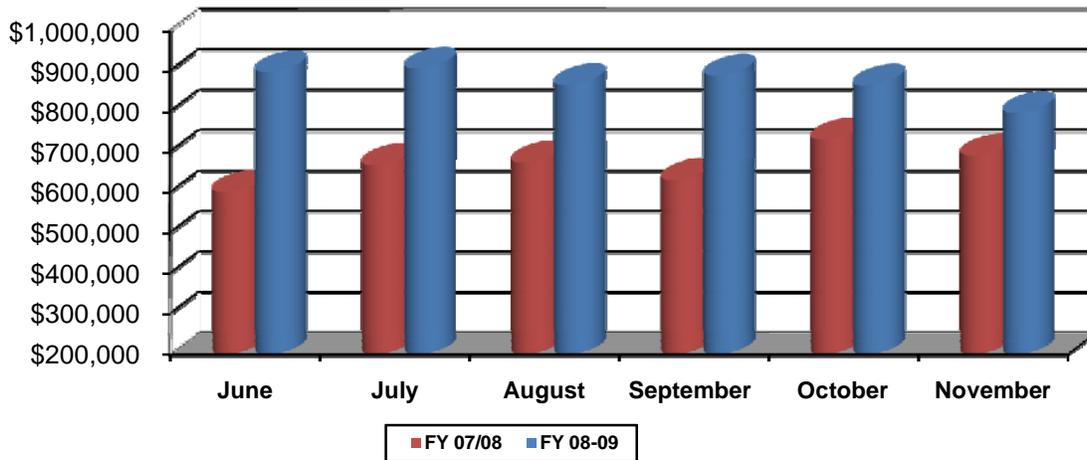
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	4	11.4%	11.4%
11-20 days	14	40.0%	51.4%
21-25 days	5	14.3%	65.7%
26-30 days	8	22.9%	88.6%
31-35 days	1	2.9%	91.4%
36-40 days	2	5.7%	97.1%
41-45 days	1	2.9%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	35	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- NOVEMBER 2008**

REVENUE - NOVEMBER 2008

DESCRIPTION	Nov-07	Nov-08	VARIANCE	%
Weekday Sales	574,628	637,448	62,821	10.9%
Weekend Sales	93,434	150,328	56,894	60.9%
Other Income	23,167	9,428	(13,739)	-59.3%
Total Revenue	691,229	797,204	105,976	15.3%

**Revenue Monthly Trends
FY 07/08 and FY 08/09**



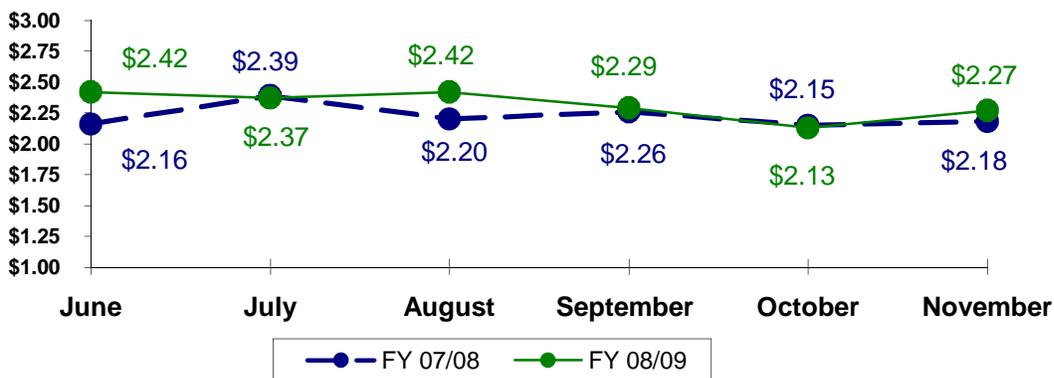
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- NOVEMBER 2008**

SALES BY TICKET TYPE	NOVEMBER 2007	NOVEMBER 2008	PERCENT CHANGE ⁽¹⁾
Palm Beach Schools	32,360	32,360	0%
Employer Disc. Program	99,922	174,473	75%
Group Tour Sales	810	-	-100%
Station Sales:			
One-Way	214,015	218,367	2.0%
Roundtrip	134,657	137,342	2.0%
12 Trips	34,552	34,093	-1.3%
Monthly	46,120	59,073	28.1%
One-Way Discount	44,682	46,331	3.7%
Roundtrip Discount	30,620	34,866	13.9%
Monthly Discount	30,324	50,871	67.8%
Total Station Sales	534,969	580,941	8.6%
Total Sales	668,062	787,774	17.9%

(1) Percent increase or decrease from previous year

AVERAGE FARE 2.18 2.27

**Average Fares
FY 07/08 and FY 08/09**



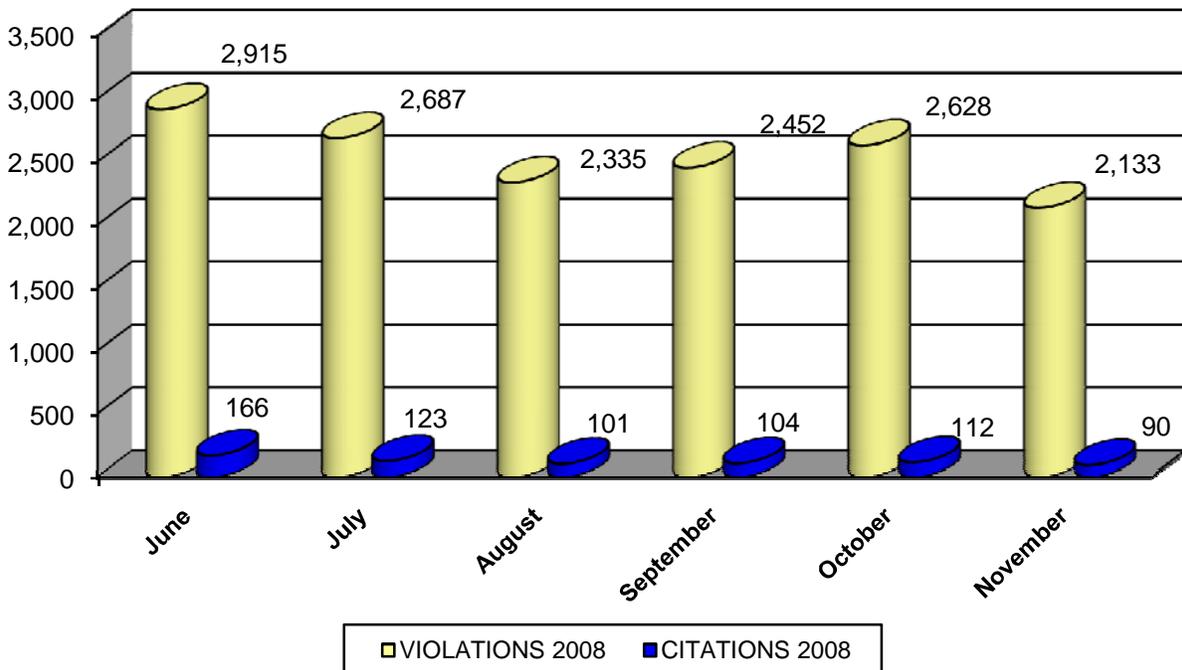
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
JUNE 2008 THROUGH NOVEMBER 2008**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
JUNE 2008	384,174	2,915	166	2,743	105%
JULY 2008	387,641	2,687	123	2,558	102%
AUGUST 2008	367,779	2,335	101	2,229	104%
SEPTEMBER 2008	430,263	2,452	104	2,339	112%
OCTOBER 2008	446,825	2,628	112	2,507	112%
NOVEMBER 2008	361,181	2,133	90	2,041	104%
AVERAGE	396,311	2,525	116	2,403	107%

FARE EVASION % **0.59%**

FINES \$ **3,576**

**Fare Violations / Citations
FY 2008**





Solicitation Status Report November 2008

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
08-004	RFP	Operating Services for SFRTA's Shuttle Bus System Contract Admin.: R. Becker Proj. Mgr.: James DeVaughn	30-May-08	2-Jun-08	10-Jun-08	18-Jul-08	12-Dec-08
09-004	SS	Negotiation with Cubic Transportation Systems, INC. for Universal Automated Fare Collection System. Contract Admin.: B. Guida Proj. Mgr.: Renee Matthews	N/A	N/A	N/A	TBD	TBD



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of November 2008**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
Contractor Project Justification	<p align="center">09-000227</p> <p>UNITED RENTALS HWY TECHNOLOGY ROADWAY SIGNAGE LEADING PASSENGERS TO TRAIN STATIONS FROM LOCAL STREETS Maintenance of external trailblazer signage.</p>	Purchase Order	24,950.00	N/A
Contractor Project Justification	<p align="center">09-000238</p> <p>CAPTECH, INC FARE COLLECTION MAINTENANCE SUPPLIES TVM Belts and miscellaneous equipment</p>	Purchase Order	15,538.00	N/A



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of November 2008**

AGENDA ITEM: J

Date Signed	Contract No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of November, 2008.	N/A	N/A	N/A