

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
FEBRUARY 27, 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 FEBRUARY 27, 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 January 23, 2009.

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: Third Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2008-2009 Operating Budget, increasing the Budget by \$250,000 to cover the additional cost of credit card processing fees due to increased TVM ticket sales and increased processing costs. The total Budget for FY 2008-2009 is \$61,802,647 (see Exhibit 1).

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Christopher Bross

R2. MOTION TO APPROVE: Joint Participation Agreement (JPA) Supplemental No. 7 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for feeder service funding in the amount of \$333,333, bringing the total agreement to \$12,948,665.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Christopher Bross

R3. MOTION TO APPROVE: Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton, a political subdivision of the State of Florida, in the amount of 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) and Palm Beach Community College (PBCC) campuses and Federal Highway.

Department: Operations
Project Manager: James De Vaughn

Department Director: Bradley Barkman
Contracts Director: Christopher Bross

R4. MOTION TO APPROVE: Exercising the first of two one year options to the Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Board of County Commissioners of Palm Beach County Florida, for Palm Tran to provide shuttle bus service between the Boca Raton Tri- Rail Station, Florida Atlantic University (FAU) and Palm Beach Community College (PBCC) campuses and Federal Highway, in the not to exceed amount of \$161,719.00.

Department: Operations
Project Manager: James De Vaughn

Department Director: Bradley Barkman
Contracts Director: Christopher Bross

R5. MOTION TO APPROVE: First Amendment to Agreement No. 06-101, between the South Florida Regional Transportation Authority (SFRTA) and National Railroad Passenger Corporation (AMTRAK) for Transition, Dispatching, Train Control and Yard Services for the South Florida Rail Corridor to reduce the staffing levels, including reduction in compensation, for dispatching over the New River Bridge Corridor.

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R6. MOTION TO APPROVE: Modification to Purchase Order No. 09-000063, between the South Florida Regional Transportation Authority (SFRTA) and Rail Tech Consultants Inc., for repairs of the existing Passenger Information System components at SFRTA stations, increasing the purchase order by the not-to-exceed amount of \$15,500, for a total purchase order not-to-exceed amount of \$39,050.

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R7. MOTION TO APPROVE: Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County to fund the construction of a parking lot to serve the West Palm Beach Tri-Rail Station through a change order to Palm Beach County's contract for the West Palm Beach Intermodal Transit Facility (Palm Tran) Project No. 93222 with Catalfumo Construction, Ltd., in the maximum amount of \$1,006,446.88.

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

Department Director: Daniel R. Mazza, P.E.
Procurement Director: Christopher Cross

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 PRESENTATION – Fare Study

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 – January
- C. ON-TIME PERFORMANCE GRAPHS – January
- D. MARKETING MONTHLY SUMMARY – January
- E. BUDGETED INCOME STATEMENT – January

- F. PAYMENTS OVER \$2,500.00 – January
- G. REVENUE AND FARE EVASION REPORTS – January
- H. SOLICITATION SCHEDULE – January
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - January
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – January
- K. PROPERTY COMMITTEE – PROJECT SCHEDULE - Current
- L. SECURITY REPORT - January

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 JANUARY 23, 2009

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, January 23, 2009 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
 Alice N. Bravo, Florida Department of Transportation, District VI
 James A. Cummings, Citizen Representative, Broward County
 Josephus Eggelletion, Jr., Chair – Broward County Commissioner
 Marie Horenburger, Citizen Representative, Palm Beach County
 Felix M. Lasarte, Citizens Representative, Miami-Dade County – *arrived at 10:09 a.m.*
 George Morgan, Governor’s Appointee
 F. Martin Perry, Governor’s Appointee

BOARD MEMBERS ABSENT:

Jeff Koons, Vice-Chair, Palm Beach County Commissioner

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 9:44 a.m.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

The Chair requested that Agenda Item I-2, Fiscal Year 2007-08 Annual Audit Report, be moved up on the agenda to be heard first.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Giulietti requested the following changes to the Agenda.

REVISIONS:

Agenda Summary for January 23, 2009

R2.

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

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

ADDITION:

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).

DELETION:

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.

Board Member Marie Horenburger moved to approve the reordered and revised Agenda. The motion was seconded by Board Member Alice Bravo.

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

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 December 12, 2008.

Board Member Marie Horenburger moved to approve the Consent 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.

I-2. INFORMATION - I-2, Fiscal Year 2007-08 Annual Audit Report

Mr. Ronald Tompkins, Partner with TCBA Watson Rice, LLC addressed the Board. Mr. Tompkins gave a PowerPoint presentation on the Comprehensive Annual Financial Report (CAFR). Mr. Tompkins pointed out that there was a \$24,000,000 decline in total assets as a result of receivables outstanding from the current year from the Florida Department of Transportation (FDOT), the Federal Transportation Administration (FTA) and Miami-Dade, Broward and Palm Beach County partners. With the completion of Segment 5 and the New River Bridge projects, capital assets moved from construction work and progress to completed assets, therefore a significant increase in overall depreciation expenses, which accounts for the overall decrease in total assets. Liabilities associated with the construction completions, loans and advances were paid-off resulting in an \$11,000,000 decrease in liabilities. Operations had approximately a 20% increase in revenue due to ridership increases. Expenditures increased \$48,000,000 due to ridership and shuttle feeder service increases, as well as fuel costs. The Single Audit Report was performed according to federal and state requirements, showed that there were no findings and considers the SFRTA to be a low risk auditee. According to the Management Letter that is required by the Attorney General of the State of Florida, there are no audit significant items for corrections.

Board Member Morgan commented on revenue and expenses and how the expenses have spiked. He stated that the Agency is well run by Mr. Giulietti and staff and that this is not highlighted because the Board does not discuss the budget in detail. Board Member Morgan requested this Board to spend more time reviewing the budget.

The Chair stated that in April/May a detailed discussion of the budget will take place.

Board Member Bravo requested the percentages of operating cost increases versus revenue increases as a result of the double tracking.

Mr. Tompkins stated that the revenues increased by 20% and that the expenditures increased by approximately 20%.

Board Member Bravo inquired as to percentage of fare revenue as compared to national standards.

Mr. Giulietti responded to Board Member Morgan's requests. He stated that every year the staff goes through a budget process and this process is reviewed with the Board. Board Members, County Commissions and the Florida Transportation Commission review the budget in detail. The July 2010 Fiscal year budget will be presented to the Governing Board in April 2009. He stated that any adjustments made to the budget are presented to the Board for approval.

Mr. Giulietti addressed Board Member Bravo's questions. He stated that the operating costs increased significantly when the train schedule went from 28 trains to 50 trains in 2007. The Board at that time made a decision not to increase fares. In terms of fare-box return, SFRTA is currently at 17.8%. The Board had requested that the SFRTA not increase fares due to the economic environment. Mr. Giulietti stated that Board Member Koons suggested that all tri-county transportation agencies increase fares.

The Chair had requested recommendations to address the fare issue and directed staff to return next month with these recommendations. The Chair commented that public transit rarely has a good return on fare boxes and public transit is generally supported by other means.

Commissioner Barreiro commented that there are no transit agencies that are solely supported by fares.

Board Member Perry commented that in review of all the statistics, the SFRTA is at the lowest end of fares in the country for public transit.

The Chair requested that the Information Technology (IT) deficiencies identified in the audit be addressed.

Mr. Giulietti responded that he would bring that back to the Board as addressed.

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.

Board Member Martin Perry 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.

R2.

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

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

The Chair called upon Mr. John Cline with C2Group to address the Board on the federal legislation issues.

Mr. Cline stated that Congress is working on the \$850 billion Economic Stimulus Bill. The Transportation Infrastructure Committee has proposed an \$85 billion transportation package. The House is looking at \$53-\$80 billion transportation package and it is unclear on the distribution of these funds. The Secretary of Transportation, Ray LaHood has been approved and the Department of Transportation is moving this week to fill positions. SAFETEA-LU will be addressed next month once the stimulus bill is approved. Meetings with the congressional delegation are to be scheduled for spring in Washington, DC.

Commissioner Barreiro inquired as to funding and if the current regulations will be intact.

Mr. Cline stated that all regulations will remain within the stimulus bill. There may be some streamlining in the SAFETEA-LU reauthorization.

Board Member Cummings inquired as to the matching dollars at 100%.

Mr. Cline stated that there are two different programs. On "New Starts Programs," the Federal Transit Administration (FTA) formula statutes are at 80%, with generally 50% being distributed. In going forward on SAFETEA-LU, the appropriations are at 80% federal share.

Mr. Giulietti stated that the SFRTA advocates for all three counties.

Board Member Bravo commented that the number one requirement for these projects is the ready-to-go status that can be implemented within 90-180 days.

Board Member Morgan inquired as to the laundry list of projects.

Mr. Giulietti stated that some projects are already contracted and when the stimulus package comes in, the SFRTA will be able to purchase the last 10 cars. Other counties are sending delegations to Washington to meet with the representatives. It is important that the Chair takes the lead and the tri-county board delegation, goes to Washington strongly united. Mr. Giulietti continued that American Public Transportation Association (APTA) had a call-in meeting with Congressman Oberstar and all transit properties reiterated the point of time limits on project submitted for federal approval.

The Chair requested a list of "5 Top Projects," for the delegation to take to Washington. The Chair inquired as to the formula used for the State of Florida.

Mr. Cline responded that Florida is still a donor state. This is a significant issue for the SAFETEA-LU reauthorization. The donor vs. donee issue is critical in the Senate.

Board Member Marie Horenburger moved for approval. 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.

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).

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: 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.

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.

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.

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.

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.

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.

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).

Board Member Martin Perry 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.

R8. DELETED

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).

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.

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

No comments.

I-3 INFORMATION – SFRTA Public Opinion Study

Ms. Mary Ross with Gannett Fleming gave a presentation on the study. She stated that the survey was conducted with three different survey vehicles: a web based survey; a telephone poll; and a focus group. Ms. Ross introduced Mr. John Bradley, of Gannett Fleming and a member of the project team. Mr. Bradley gave details on the study and answered questions from the Board.

The Chair requested this survey to be forwarded to all tri-county commissions.

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

Mr. Scott Seeburger with Florida Department of Transportation (FDOT) gave an update on the Florida East Coast Corridor (FEC).

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

Mr. Giulietti stated that ridership for December increased 16.4% and January is tracking at an increase of 13.3%. He commented that there is an article in the L.A. Times featuring the SFRTA phenomenon of increased ridership growth in view of declining gas prices.
- 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

Mr. Giulietti stated that there is a personnel issue with Colorado Railcar Manufacturing. The company went out of business and the employees that are maintaining the Diesel Multiple Units (DMU's), that are in use by the SFRTA, are in Hialeah. The SFRTA is planning on absorbing these employees so that they could be transferred to Orlando in two years, when the DMU's are transferred. There are a lot of employment issues that are involved in this and the Board is on notice that we will be picking up these additional employees. There are no budget changes as authorization has already been made due to FDOT funds that were available to the SFRTA. Mr. Giulietti stated that he has made it a point to let the Board know when changes are made and there are going to be some changes in the number of personnel as SFRTA looks to absorb those employees into the Agency in order to maintain the Colorado Railcars. SFRTA has need of these employees for at least a year or two or until SFRTA's rail car order comes in and how soon the Orlando service comes online.

Mr. Giulietti announced that the 2009 Transportation Summit, hosted by the SFRTA will take place on Saturday, February 21st at the Broward County Convention Center.

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

Board Member Horenburger requested information on the Washington, DC visits and possible dates.

Ms. Teresa Moore, SFRTA General Counsel stated that she has been working with Mr. Cline to certify that the structure of the trip is in compliance with Florida Sunshine Laws.

Mr. Giulietti stated that the trip may take place sometime in March or April.

Board Member Horenburger inquired about the various "County Days" and Board participation.

Board Member Lasarte commented on a letter he received from a constituent regarding the use of palm oil in the bio-diesel and requested research and a response.

Mr. Giulietti stated that he had not received a copy of the letter. However, he would look into it.

Board Member Horenburger requested an update on the Delray Beach Station Parking.

Mr. Dan Mazza, Director of Planning and Engineering, SFRTA, responded that a meeting with Audrey Wolf of Palm Beach County resulted in plans for a parking deck. The SFRTA is currently looking for an area to place surface parking to address the immediate need.

Board Member Morgan commented on the crime report and a parking garage. The SFRTA needs to consider pay-for-parking in order to provide for security. A survey should be circulated to ascertain if patrons are willing to pay for secure parking.

Mr. Giulietti responded that staff is applying to the Transportation Security Administration (TSA) for grants for security cameras. There are issues in that SFRTA does not own all the parking lots.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:24 a.m.

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

AGENDA ITEM REPORT

Consent Regular

FISCAL YEAR 2008-2009
OPERATING BUDGET AMENDMENT NO. 3

REQUESTED ACTION:

MOTION TO APPROVE: Third Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2008-2009 Operating Budget, increasing the Budget by \$250,000 to cover the additional cost of credit card processing fees due to increased TVM ticket sales and increased processing costs. The total Budget for FY 2008-2009 is \$61,802,647 (see Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

This Budget amendment is comprised of the following transactions:

Revenue:

1. SFRTA-Train Revenue: For the months of August 2008 and September 2008, SFRTA Train Revenue exceeded the budgeted amount by over \$250,000.

Expenses:

1. General & Administrative (G & A): G & A is being increased by \$250,000 to cover additional bank credit card fees. This is due to increased ticket sales at SFRTA's Ticket Vending Machines and the additional cost of processing credit cards. This line item will be funded by the August 2008 and September 2008 increase in Train Revenue.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement 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. 3

Recommended by: E. Woods 08-19-09
Department Director Date

Approved by: Cliff 8/19/09
Contracts Director Date

Authorized by: Jeff Koons 8/19/09
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
 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

FISCAL YEAR 2008-2009
OPERATING BUDGET AMENDMENT NO. 3

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: _____
General Counsel Date

[Handwritten Signature] 2/18/09
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 Eggleston	_____ 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	3rd BUDGET AMENDMENT	REVISED FY 2008-09 BUDGET
TRAIN REVENUE			
Train Service Revenue	8,721,507	250,000	8,971,507
Interest Income/Other Income	157,500		157,500
TOTAL TRAIN REVENUE	8,879,007	250,000	9,129,007
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	52,673,640	-	52,673,640
TOTAL REVENUE	61,552,647	250,000	61,802,647

**SOUTH FLORIDA
REGIONAL TRANSPORTATION AUTHORITY**

	FY 2008-09 APPROVED BUDGET	3rd 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	250,000	2,324,600
Marketing	1,097,072	-	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	\$ 61,552,647	\$ 250,000	\$ 61,802,647

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2008

AGENDA ITEM REPORT

Consent Regular

JOINT PARTICIPATION AGREEMENT SUPPLEMENTAL NO.7
FLORIDA DEPARTMENT OF TRANSPORTATION
FEEDER SERVICE FUNDING FOR FISCAL YEAR 2008-2009

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) Supplemental No. 7 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for feeder service funding in the amount of \$333,333, bringing the total agreement to \$12,948,665.

SUMMARY EXPLANATION AND BACKGROUND:

This JPA funds the reimbursement of Miami-Dade County, Palm Beach County, Broward County and the SFRTA for Feeder Service expenses in Fiscal Year 2008-2009.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Christopher C. Bross

FISCAL IMPACT: JPA Supplemental No.7 will fund a portion of the SFRTA Fiscal Year 2008-2009 Operation Budget.

EXHIBITS ATTACHED: Exhibit 1 – JPA Supplement No. 7 with FDOT.

JOINT PARTICIPATION AGREEMENT SUPPLEMENTAL NO. 7
FLORIDA DEPARTMENT OF TRANSPORTATION
FEEDER SERVICE FUNDING FOR FISCAL YEAR 2008-2009

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  _____
General Counsel Date 2/10/09

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 Eggelton 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
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 7

Financial Project No.: <u>234681/408533-3-84</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DS</u>	FLAIR Approp.: <u>088744</u>
Contract No.: <u>AN967</u>	Function: <u>680</u>	FLAIR Obj.: <u>750013</u>
CFDA Number: _____	Federal No.: _____	Org. Code: <u>55042010429</u>
	DUNS No.: _____	Vendor No.: <u>VF650002789001</u>
	CSFA Number: <u>55.013</u>	

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.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 14 th day of July, 2003
entered into a Joint Participation Agreement; and
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 12,948,665.00
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description:

To provide additional funds for Feeder Bus Service.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased decreased by \$ 333,333.00
bringing the revised total cost of the project to \$ 12,948,665.00

Paragraph 4.00 of said Agreement is increased decreased by \$ 333,333.00
bringing the revised total cost of the project to \$ 12,948,665.00

3.00 Amended Exhibits:

Exhibit(s) A of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement 12/31/2011.

Financial Project No. 234681/408533-3-84

Contract No. AN967

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated _____ and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to 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

TITLE

Financial Project No. 234681-1-84,408533-1-84

Contract No. AN967

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority
800 NW 33rd Street Suite 100, Pompano Beach FL 33064

dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To add District 6 funds in the amount of \$333,000.00 for Feeder Bus Service.

		As Approved	As Amended	Net Change
I.	Project Cost	\$ 12,615,332.00	\$ 12,948,665	\$ 333,333.00
		As Approved	As Amended	Net
II.	Fund	\$ 12,615,332.00	\$ 12,948,665	\$ 333,333.00
	Department:	\$ 0	\$ 0	\$ 0
	Agency:	\$	\$	\$
<hr/>				
	Total Project Cost	\$ 12,615,332.00	\$ 12,948,665	\$ 333,333.00

Comments:

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

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

AGENDA ITEM REPORT

Consent Regular Public Hearing

FUNDING AGREEMENT WITH THE CITY OF BOCA RATON FOR SHUTTLE BUS SERVICE
PROVIDED BY PALM TRAN, BETWEEN THE BOCA TRI-RAIL STATION, FLORIDA
ATLANTIC UNIVERSITY (FAU) PALM BEACH COMMUNITY COLLEGE (PBCC) CAMPUS
AND FEDERAL HIGHWAY

REQUESTED ACTION:

MOTION TO APPROVE Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton, a political subdivision of the State of Florida, in the amount of 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) and 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 fund the service for one additional year through December 31, 2009 with SFRTA providing a 50% match through JPA No. 62.

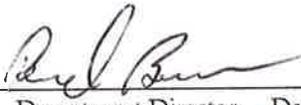
Department: Operations
Project Manager: James De Vaughn

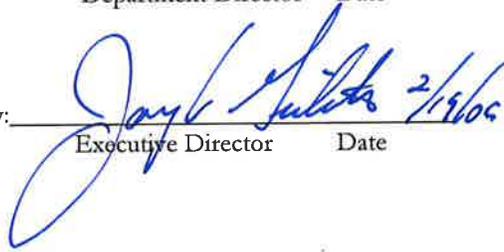
Department Director: Bradley Barkman
Contracts Director: Christopher Bross

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 days from the date of the execution by each party to execution agreement.

EXHIBITS ATTACHED: Exhibit 1 – Funding Agreement

FUNDING AGREEMENT WITH THE CITY OF BOCA RATON FOR SHUTTLE BUS SERVICE
PROVIDED BY PALM TRAN, BETWEEN THE BOCA TRI-RAIL STATION, FLORIDA
ATLANTIC UNIVERSITY (FAU) PALM BEACH COMMUNITY COLLEGE (PBCC) CAMPUS
AND FEDERAL HIGHWAY

Recommended by:  2/19/09 Approved by:  2/19/09
Department Director Date Contracts Director Date

Authorized by:  2/19/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

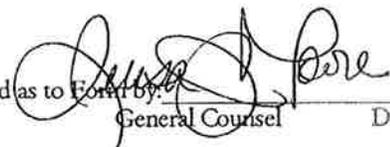
Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	Felix M. Lasarte, Esq.	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	Alice N. Bravo, P.E.	<input type="checkbox"/> Yes <input type="checkbox"/>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

FUNDING AGREEMENT WITH
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA FOR
SHUTTLE BUS SERVICE PROVIDED BY PALM TRAN

Recommended by: _____
Department Director Date

Approved _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  _____
General Counsel Date 2/18/09

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 Eggelletion ___ Yes ___ No

F. Martin Perry ___ Yes ___ No

Marie Horenburger ___ Yes ___ No

INTERLOCAL AGREEMENT
Between
THE CITY OF BOCA RATON
And
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
For
**THE FUNDING OF BUS SERVICE BETWEEN THE BOCA RATON TRI-RAIL
STATION, THE FLORIDA ATLANTIC UNIVERSITY (FAU) AND PALM BEACH
COMMUNITY COLLEGE (PBCC) CAMPUSES, AND FEDERAL HIGHWAY**

This Interlocal Agreement (the "Agreement") is being entered into this ___ day of _____, 2009, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33rd St, Suite 100, Pompano Beach, Florida 33064 (hereinafter referred to as the "SFRTA"), and the THE CITY OF BOCA RATON (hereinafter referred to as "THE CITY").

WITNESSETH:

WHEREAS, SFRTA and the Board of County Commissioners of Palm Beach County Funding Agreement R2007 2302 ("Funding Agreement"), a copy of which is attached hereto as Exhibit A, and made a part hereof for the purposes of establishing a demonstration project to provide funding for an increased level of service and improved frequencies of service between the Boca Raton Tri-Rail station, Palm Beach Community College (PBCC), and the Florida Atlantic University (FAU) campuses; and

WHEREAS, THE CITY represents and warrants to **SFRTA** that **THE CITY** desires to provide funding for the continuation of bus service between the Boca Raton Tri-Rail Station, PBCC and FAU; and

WHEREAS, SFRTA represents and warrants to **THE CITY** that it will notify of its intent to exercise its option to renew pursuant to Article 2 of the Funding Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **SFRTA** and **THE CITY** agree as follows:

ARTICLE 1 – SERVICES TO BE PROVIDED

- 1.1 The services shall be performed as specifically stated in Article 3 of the Funding Agreement.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for a period of up to one (1) year commencing on this ____ day of _____, 2009 and terminating on December 31, 2009. **SFRTA** hereby grants to **THE CITY** the option to renew this Agreement, in accordance with the terms and conditions set forth herein, for one (1) additional one (1) year period. In the event **THE CITY** elects to exercise the option granted hereunder, **THE CITY** shall notify **SFRTA** of such election, in writing, in accordance with the notice requirements set forth in Article 8 of this Agreement, no less than ninety (90) days prior to the expiration date of the then current term of the Agreement.

ARTICLE 3 – COMPENSATION

3.1 **THE CITY** shall provide payment to **SFRTA** at a rate of \$62.50 per revenue hour for the provision of Bus Service in accordance with Exhibit A under this Agreement for the first calendar year of this Agreement. Should **THE CITY** and **SFRTA** exercise the option to renew granted in Article 3, for an additional year, the parties agree that the hourly rate of service shall increase by five percent (5%).

3.2 **SFRTA** shall receive payment from **THE CITY**, 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 to execution agreement.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 **THE CITY**'s Project Manager for this Agreement shall be the Director of Municipal Services for **THE CITY** or his designee. **SFRTA**'s Project Manager shall be Director of Operations for **SFRTA** or other authorized representative.

ARTICLE 5 – INSURANCE

5.1 The insurance shall be provided as specifically stated in Article 5 of Exhibit A, as attached hereto.

ARTICLE 6 - TERMINATION

6.1 If through any cause within the reasonable control of **SFRTA**, **SFRTA** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **THE CITY** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default to avoid termination

hereunder. **SFRTA** shall have sixty (60) days to cure said default or such additional period authorized by **THE CITY**. In the event that **SFRTA** shall not have cured said default to the satisfaction of **THE CITY** by such deadline, then this Agreement may be terminated by **THE CITY** upon notice of termination to **SFRTA**.

6.2 If through any cause within the reasonable control of **THE CITY**, **THE CITY** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **SFRTA** may thereupon give written notice to **THE CITY** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. **THE CITY** shall have sixty (60) days to cure or additional period authorized by **SFRTA**. In the event that **THE CITY** shall not have cured said default by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to **THE CITY**.

6.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time, by giving sixty (60) days written notice to the other of its intent to terminate for convenience.

6.4 In the event this Agreement is terminated, in whole or in part, by either party for any reason, **SFRTA** shall reimburse **THE CITY**, for services not provided less the direct and indirect costs arising out of or related to the termination, pursuant to the Funding Agreement within 30 days of termination.

ARTICLE 7 – CHANGES AND MODIFICATIONS

7.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

7.2 Modifications to this Agreement must be made in the form of a written amendment signed by **THE CITY** and **SFRTA**.

ARTICLE 8 - NOTICES

8.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance

with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For THE CITY:

The City of Boca Raton
Attn: Municipal Services Director
201 W. Palmetto Park Rd
Boca Raton, FL 33432

For SFRTA:

South Florida Regional Transportation Authority
Attn: Director of Operations
800 N.W. 33rd Street
Suite 100
Pompano Beach, FL 33064

with a copy to:

The City of Boca Raton
Attn: City Attorney
201 W. Palmetto Park Rd
Boca Raton, FL 33432

ARTICLE 9 – STATE LAW AND VENUE

9.1 This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Palm Beach County, Florida, whether in state or federal court. The parties agree that each will submit to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or related to this Agreement and agree that all claims in respect to such action or proceeding may be heard and determined in Palm Beach County, Florida, the venue situs.

ARTICLE 10 – FORCE MAJEURE

10.1 In the event the performance by **SFRTA** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which **SFRTA** reasonably determines will interfere with its ability to perform, **SFRTA** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

10.2 In the event the performance by **THE CITY** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which **THE CITY** reasonably determines will interfere with its ability to perform, **THE CITY** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 11 – SUCCESSORS AND ASSIGNS

11.1 Subject to other provisions hereof this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

ARTICLE 12 – JOINT PREPARATION

12.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chairperson, duly authorized to execute same, and **THE CITY OF BOCA RATON** signing by and through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2009.

ATTEST:

CITY OF BOCA RATON

Armando Aguirre
City Clerk

Date: 2-12-09
By: *Susan Whelchel*
Name: Susan Whelchel
Title: Mayor

Approved as to Form and Legal Sufficiency:

By: *[Signature]*
City Attorney

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Executive Director

Date: _____
By: _____
Chairperson

(Affirm Corporate Seal)

(Seal)

Approved as to Form and Legal Sufficiency:

By: _____
General Council

Approved by City Council on _____, 20____, Item # ____

EXHIBIT A

Funding Agreement R2007 2302 between the South Florida Regional Transportation Authority and Board of County Commissioners of Palm Beach County

R2007 2302

FUNDING AGREEMENT NO.

Between

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

And

BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA

For

THE FUNDING OF BUS SERVICE BETWEEN THE BOCA RATON TRI-RAIL STATION, THE FLORIDA ATLANTIC UNIVERSITY (FAU) AND PALM BEACH COMMUNITY COLLEGE (PBCC) CAMPUS, AND FEDERAL HIGHWAY

THIS FUNDING AGREEMENT is made and entered into this ___ day of DEC, 18 2007, by and between the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, its successors and assignees, (hereinafter referred to as "**SFRTA**") and the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "**Palm Beach County**").

WITNESSETH:

WHEREAS, **SFRTA** represents and warrants to **Palm Beach County** that the Florida Department of Transportation (FDOT) has agreed through Joint Participation Agreement (JPA) FM #420485-1-84-01 Contract No. AO179, with **SFRTA**, to provide funding for an increased level of service and improved frequencies of service to Tri-Rail stations; and

WHEREAS, the City of Boca Raton desires to initiate bus service between the Boca Raton Tri-Rail Station, the Florida Atlantic University (FAU) campus and **Palm Beach County** Community College (PBCC) campus, and **Palm Beach County** is willing to utilize its public transit system, known as "Palm Tran," to provide bus service to such locations; and

WHEREAS, **SFRTA** and **Palm Beach County** desire to enter into this agreement for the purposes of defining the parties' funding obligations as well as other responsibilities and the parties' expectations and roles in establishing a demonstration project to initiate bus service between the Boca Raton Tri-Rail station, and the FAU and PBCC Campuses.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **SFRTA** and **Palm Beach County** agree as follows:

ARTICLE 1 – SERVICES TO BE PROVIDED BY PALM BEACH COUNTY

1.1 **Scope of Services.** **Palm Beach County**, through its public transit system, Palm Tran, (referred to hereinafter as "**Palm Tran**") will increase service on Palm Tran Route 94 by providing two (2) air conditioned, fully enclosed, ADA compliant and bike rack equipped buses

(also referred to herein as the "Buses") that Palm Tran will operate weekdays on Route 94. Route 94 runs between the Tri-Rail Boca Raton Station on Yamato Road, the FAU Campus, the PBCC Campus and Federal Highway.

1.2 Hours of Operation. **Palm Beach County** will endeavor to operate the Buses on a twenty-minute all-day service frequency on weekdays between the hours of 6:00 a.m. in the morning and 10:00 p.m. in the evening. The hours of operation may be amended upon the agreement of both **SFRTA** and **Palm Tran** to accommodate changes in usage patterns, the **SFRTA** train schedule and school or work hours. The route is to be designed so as to enable the Buses to make regularly scheduled stops at designated locations within the assigned route and provide sufficient time for riders to meet out-bound trains.

1.3 Bus Route. The Buses will provide public transportation fixed route services between the Boca Raton Tri-Rail Station, the FAU Campus, the PBCC Campus and Federal Highway (US 1) as outlined in the attached Exhibit "A" (also referred to herein as the "Service" or "Bus Service"). The bus route may be amended from time to time, at the discretion of **Palm Beach County**, with written notification to **SFRTA**. Alterations in service are to be implemented in accordance with **Palm Tran's** policy regarding changes to service. If a public hearing is required to implement a service alteration or change in fare, then such may not be implemented until **Palm Tran's** Service Board or **Palm Beach County's** Board of County Commissioners, as appropriate, has concluded its public hearing process and approved the change.

1.4 Fares. The current **Palm Tran** Fares or transfers will apply.

1.5 Equipment Identification. The Buses will be identified as Palm Tran Route 94.

1.6 Signage. **Palm Tran** shall provide signage for each bus stop designating the stop as one on Palm Tran Route 94. Signage will be designed, produced, and installed by **Palm Tran** in accordance with a schedule established by Palm Tran for the installation of the signage and submitted to the **SFRTA**. Bus stops shall be identified and announced in accordance with **Palm Tran's** procedures for bus stop announcements.

1.7 Bus Stops. Bus stop locations may be changed or added to the bus route at the discretion of **SFRTA** and **Palm Tran**.

1.8 Reserve. If **Palm Tran** determines that it is necessary to remove a bus from the Service contemplated hereunder as a result of an incident or mechanical problem, then **Palm Tran** will make a spare bus available from its fleet of public transit vehicles. **Palm Tran** will maintain a spare ratio that conforms to the Federal Transit Administration's (FTA) requirements applicable to it as an operator of a fixed route public transit system.

ARTICLE 2 – TERM OF AGREEMENT, ETC.

2.1 This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for one (1) year from the effective date. **Palm Beach County** hereby grants

to SFRTA the option to renew this Agreement, in accordance with the terms and conditions set forth herein, for two (2) additional one (1) year periods. In the event SFRTA elects to exercise the option granted hereunder, SFRTA shall notify **Palm Beach County** of such election, in writing, in accordance with the notice requirements set forth in Article 8 of this Agreement, no less than ninety (90) days prior to the expiration date of the then current term of the Agreement.

2.2 SFRTA agrees to contribute no less than \$350,000.00 to fund the operations of the Bus Service contemplated hereunder.

2.3 The parties acknowledge that SFRTA's exercise of the option granted hereunder and the continuation of the Bus Service described in this Agreement beyond the initial one (1) year term is not assured, and is subject to SFRTA's receipt of funds sufficient to fully fund the cost of Service from other governmental agencies or entities, including the City of Boca Raton. In addition, the continuation of this Agreement and each party's performance of its duties and obligations hereunder are subject to an annual appropriation by each party sufficient to fund the purposes of this Agreement. Each party's decision to appropriate is subject to their discretion and may be made for any reason or no reason at all.

2.3 Disadvantaged Business Enterprise (DBE) Policy and Obligation.

DBE Policy: It is the policy of SFRTA 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 FDOT funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, will apply to this Agreement.

DBE Obligation: **Palm Beach County** agrees 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, **Palm Beach County** 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. **Palm Beach County** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of FDOT assisted contracts.

Palm Beach County agrees to report any grievance filed under this section to SFRTA within 30 days of receipt by **Palm Beach County**.

The parties acknowledge that **Palm Beach County** has advised that it intends to provide the Services contemplated hereunder utilizing its existing workforce and that it does not intend to initiate any procurement actions to obtain an operator to provide the Services. If, however, **Palm Beach County** shall initiate procurement activities to obtain goods or services related to the delivery of Services hereunder, such procurement activities will be undertaken by **Palm Tran** in accordance with its DBE Program and Policy adopted in accordance with 49 CFR Part 26.

2.4 Equal Employment Opportunity. In connection with the carrying out of any project related to this Agreement, **Palm Beach County** shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. **Palm Beach**

County 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. **Palm Beach County** shall insert the foregoing provision modified only to 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, **Palm Beach County** shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by **SFRTA** setting forth the provisions of the nondiscrimination clause.

2.5 Title VI – Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that **Palm Beach County** 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 assurances by **Palm Beach County** given pursuant thereto.

Title VIII Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that **Palm Beach County** will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

2.6 American with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that **Palm Beach County** 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 assurances given by **Palm Beach County** pursuant thereto.

2.7 Prohibited Interests. Neither **Palm Beach County** nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project included or planned to be included in the project, in which any member, officer, or employee of **Palm Beach County** during his tenure or for two years thereafter has any interest direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to **Palm Beach County**, **Palm Beach County** with prior approval of **SFRTA**, may waive the prohibition contained in this subsection: provided, that, any such present member, officer, or employee shall not participate in any action by **Palm Beach County** relating to such contract, subcontract, or arrangement. **Palm Beach County** shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of Palm Beach County during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

The provisions of this subsection shall not be applicable to any agreement between **Palm Beach County** and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

2.8 Environmental Pollution. Execution of this Agreement constitutes a certification by **Palm Beach County** that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. **Palm Beach County** will be responsible for liability for its actions, in the event of **Palm Beach County's** non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse **SFRTA** for any losses incurred by **SFRTA** in connection therewith.

2.9 Neither Party Obligated to Third Parties: Nothing contained in this Agreement shall be construed as a waiver of either parties' sovereign immunity as set forth in Section 768.28, F.S. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the **SFRTA** or **Palm Beach County**. Nothing contained herein shall be deemed to constitute an imposition or acceptance of any obligation or liability, by either party, not otherwise imposed by the express and unequivocal language of this Agreement.

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

2.11 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 continue and be conformed to the terms and requirements of applicable law; provided, however, that if **SFRTA's** funding obligation or any other provision of this Agreement is found to be invalid which would cause there to be a lack of mutuality of obligation or remedy, then this Agreement shall terminate. Nothing contained herein shall cause **SFRTA** to be relieved of its obligation to compensate **Palm Beach County** for services rendered.

2.12 Bonus or Commission. By execution of the Agreement, **Palm Beach County** represents that it has not paid and also agrees not to pay any bonus or commission for the purpose of obtaining an approval of any application for financing hereunder.

2.13 State of Territorial Law. Nothing in the Agreement shall require **Palm Beach County** 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. If **Palm Beach County** believes any of the provisions of the Agreement violates any applicable State law, **Palm Beach County** will at once notify **SFRTA** in writing in order that appropriate changes and modifications may be made so as to enable **SFRTA** and **Palm Beach County** to proceed as soon as possible with the project.

2.14 Contractual Indemnity. To the extent provided by law in effect at the time of this Agreement, **Palm Beach County** shall indemnify, defend, and hold harmless **SFRTA** and all its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any negligent act, error or omission act by **Palm Beach County**, its agents, or employees, during the performance of the Agreement, except that neither **Palm Beach County**, its agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any negligent act, error or omission by **SFRTA** or any of its officers, agents, or employees, or any third party, during the performance of the Agreement.

When **SFRTA** receives a notice of claim for damages that may have been caused by **Palm Beach County** in the performance of services required under this Agreement, **SFRTA** will immediately forward the claim to **Palm Beach County**. **Palm Beach County** and **SFRTA** 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, **SFRTA** will determine whether to require the participation of **Palm Beach County** in the defense of the claim or to require **Palm Beach County** defend **SFRTA** in such claim as described in this section. **SFRTA's** failure to promptly notify **Palm Beach County** of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by **SFRTA**. **SFRTA** and **Palm Beach County** 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.

Notwithstanding anything contained in this Section 2.14, **Palm Beach County** shall not be responsible for the defense of any act, error, omission or negligence of the **SFRTA**, its officers, employees, servants or agents, or any third party, nor shall either party be deemed to have waived its sovereign immunity or to assume any liability in addition to that waived by the State Legislature under Section 768.28, F.S.

2.15 Restrictions on Lobbying.

Federal: **Palm Beach County** agrees that no federal appropriated funds have been paid or will be paid by or on behalf of **SFRTA**, 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 **Palm Beach County** 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. **Palm Beach County** will 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.

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

ARTICLE 3 - COMPENSATION

3.1 **SFRTA** shall reimburse **Palm Beach County** for the provision of Bus Service under this Agreement. For the first year of this Agreement and the second year of this Agreement, if **SFRTA** exercises the option to renew granted in Article 2, reimbursement will be at the rate of \$60 per hour, per vehicle. Costs will begin accruing at the time a vehicle leaves the Palm Tran facility closest to the route until it returns to the Palm Tran facility. In the event the City of Boca Raton desires to make the service free for FAU students, and the parties agree to implement a program to allow the services to be provided free to FAU students, then an additional revenue recovery cost in the amount of \$2.50 per hour will be added to the base \$60/hour cost increasing the per hour rate of the service to \$62.50 an hour.

3.2 **Palm Beach County** shall receive reimbursement from **SFRTA**, in an amount not to exceed \$350,000.00 for the Bus Service hours provided, as further described in the schedule attached hereto as Exhibit "B," for each year this Agreement is in effect, subject to the provisions of Section 3.6 below. The parties anticipate that **Palm Beach County's** annual cost of service for the first year, and the second year of service if **SFRTA** elects to exercise the option to renew, will be approximately \$306,000.00. Said sum shall be divided into twelve (12) equal monthly payments in the amounts of \$25,500.00 which **SFRTA** shall remit to **Palm Beach County** as provided herein.

3.3 In the event, **SFRTA** elects to exercise the option to renew the Agreement for an additional third year, the parties agree that the hourly rate of service shall increase by five percent (5%), and that the annual cost of service will be approximately \$321,300.00. Said sum shall be divided into twelve (12) equal monthly payments in the amount of \$26,775.00 which **SFRTA** shall remit to **Palm Beach County** as provided herein.

3.4 At the conclusion of each month, **Palm Beach County** will submit a Service Report Statement to **SFRTA** detailing the number of hours of service provided for that month, passenger counts and any other information that the parties determine is necessary for the proper evaluation of the service and to enable **SFRTA** to perform pre-audit functions.

3.5 Within forty-five (45) days of **SFRTA's** receipt of a Service Report Statement, **SFRTA** shall make a monthly payment to **Palm Beach County** in the amount of \$25,500.00. In the event

the Agreement is renewed, SFRTA shall continue to make monthly payments in the amount of \$25,500.00 for the second year and in the amount of \$26,775.00 for the third year. Any itemized expenses submitted by **Palm Beach County** for reimbursement must fully comply with all requirements imposed by the Federal Transit Administration or the State of Florida applicable to the service pursuant to grant funding agreements, Federal or State laws, or other regulations applicable to SFRTA or **Palm Beach County** for itemized expenses or they may be disallowed for payment by SFRTA.

3.6 The parties acknowledge that **Palm Beach County's** current cost of diesel/fuel is \$3.00 a gallon. The parties further acknowledge that the cost of diesel/fuel has been in an escalating pattern, that it is a significant and major component of the cost elements considered by **Palm Beach County** in determining the hourly rate, and that **Palm Beach County** cannot reasonably calculate or forecast what the cost of diesel/fuel will be during the term of this Agreement. Accordingly, the parties agree that if during the third year of this Agreement, **Palm Beach County's** cost of diesel/fuel shall increase by ten percent (10%) or more beyond \$3.00 a gallon, then the parties shall negotiate, in good faith, an increase to the hourly rate and establish a new hourly rate that takes into account the increased cost of diesel/fuel and other cost increases experienced by **Palm Beach County**. In the event the parties are unable to reach agreement, then **Palm Beach County** may terminate this Agreement for convenience.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 **Palm Beach County** shall be responsible for the delivery and coordination of the Bus Service contemplated hereunder.

4.2 SFRTA's Project Manager for this Agreement shall be the Director of Operations for SFRTA or other authorized representative. **Palm Beach County's** Project Manager shall be **Palm Tran's** Executive Director or his designee.

4.3 **Palm Beach County** shall work with and coordinate its efforts with the City of Boca Raton Transportation Management Initiative (TMI) to publicize and promote the Service. **Palm Beach County** efforts will include the development and distribution of marketing materials and promotional activities.

ARTICLE 5 – INSURANCE

5.1 Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, **Palm Beach County** acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such limits that may change and be established by the Florida Legislature.

5.1.1 Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. **Palm**

Beach County acknowledges that it is self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

5.1.2 When requested, **Palm Beach County** agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which **SFRTA** agrees to recognize as acceptable for the above-mentioned coverages.

ARTICLE 6 - TERMINATION

6.1 If through any cause within the reasonable control of **Palm Beach County**, **Palm Beach County** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **SFRTA** may thereupon give written notice to **Palm Beach County** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. **Palm Beach County** shall have forty-five (45) days to cure said default or such additional period authorized by **SFRTA**. In the event that **Palm Beach County** shall not have cured said default to the satisfaction of **SFRTA** by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to **Palm Beach County**.

6.2 If through any cause within the reasonable control of **SFRTA**, **SFRTA** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **Palm Beach County** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. **SFRTA** shall have forty-five (45) days to cure or additional period authorized by **Palm Beach County**. In the event that **SFRTA** shall not have cured said default by such deadline, then this Agreement may be terminated by **Palm Beach County** upon notice of termination to **SFRTA**.

6.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time, by giving forty-five (45) days written notice to the other of its intent to terminate for convenience.

6.4 In the event this Agreement is terminated, in whole or in part, by either party for any reason, **SFRTA** shall reimburse **Palm Beach County**, on a prorated basis, for the direct and indirect costs arising out of or related to the termination, including but not limited to labor and personnel costs that will be incurred by **Palm Tran**, for a period not to exceed four (4) months for a total cost not to exceed \$40,000.

ARTICLE 7 – CHANGES AND MODIFICATIONS

7.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

7.2 Modifications to this Agreement must be made in the form of a written amendment signed by **SFRTA** and **Palm Beach County**.

ARTICLE 8 - NOTICES

8.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For PALM BEACH COUNTY: **For SFRTA:**

Chuck Cohen
Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407

South Florida Regional Transportation Authority
Attn: Director of Operations
800 N.W. 33rd Street
Suite 100
Pompano Beach, FL 33064

ARTICLE 9 - STATE LAW AND VENUE

9.1 This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Palm Beach County, Florida, whether in state or federal court. The parties agree that each will submit to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or related to this Agreement and agree that all claims in respect to such action or proceeding may be heard and determined in Palm Beach County, Florida, the venue situs.

ARTICLE 10 - FORCE MAJEURE

10.1 In the event the performance by **Palm Beach County** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which **Palm Beach County** reasonably determines will interfere with its ability to perform, **Palm Beach County** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

11.1 Subject to other provisions hereof, Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

ARTICLE 12 - JOINT PREPARATION

12.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

ARTICLE 13 – CAPTIONS

13.1 The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

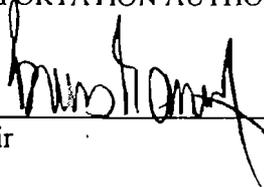
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **PALM BEACH COUNTY**, signing by and through its Chairperson, duly authorized to execute same, and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the _____ day of _____, 2007.

ATTEST:



Joseph Giulietti
Executive Director

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: 

Chair

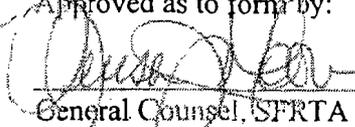
This 2nd day of DECEMBER, 2007

(SFRTA SEAL)



Chris Bross, Director Procurement

Approved as to form by:



General Counsel, SFRTA

R2007 2302

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: 

Deputy Clerk

PALM BEACH COUNTY FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

John F. Koons, Vice Chair

By: 

Chairperson Addie L. Greene, Chairperson

This _____ day of DEC 18 2007, 2007

Approved as to form
And Legal Sufficiency



County Attorney

Approved as to Terms and Conditions



Chuck Cohen, Executive Director, Palm Tran

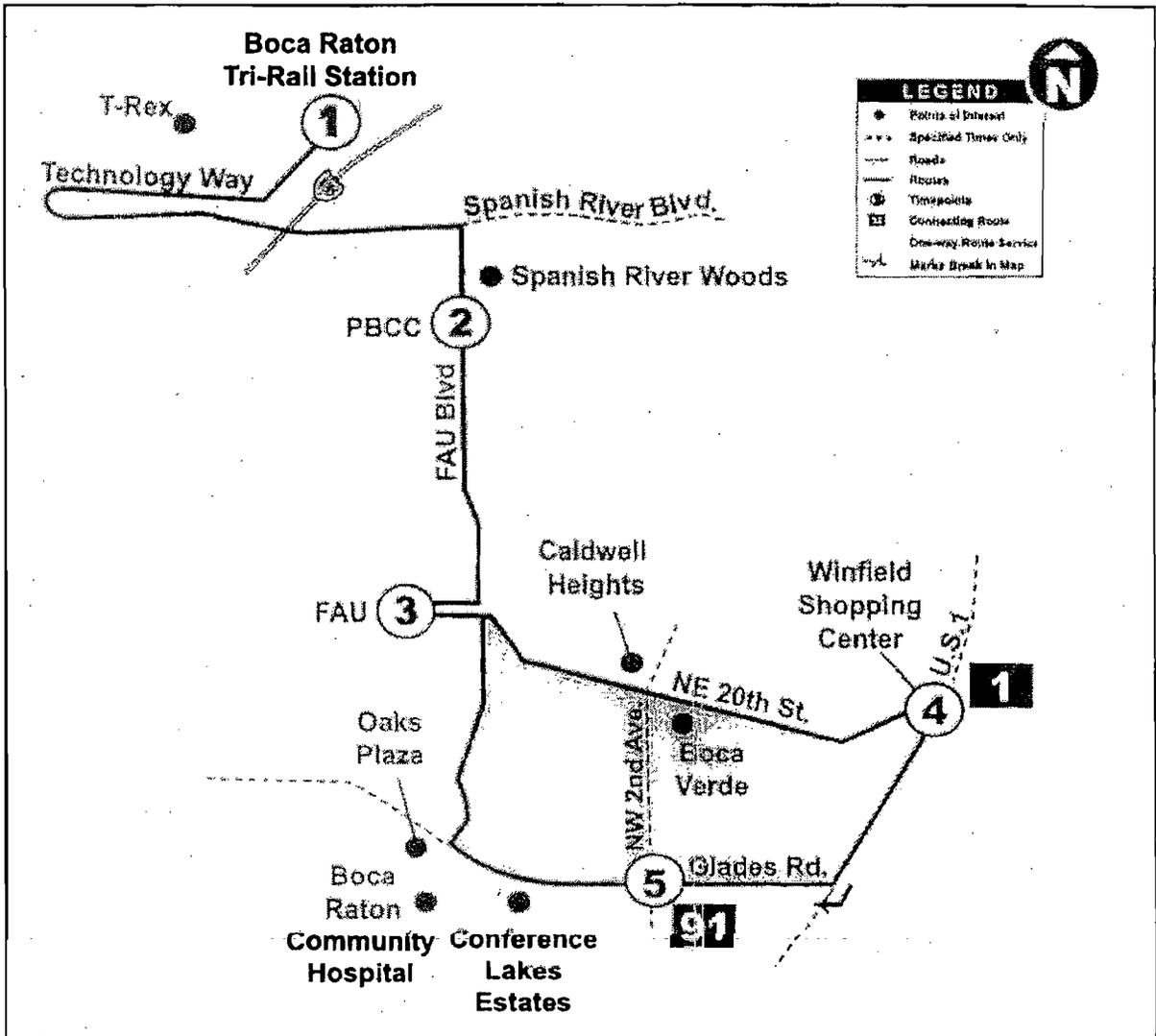
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AGREEMENT NO.

12

Route 94

Route 94 route and schedule has been improved to make better connections with Tri-Rail and FAU



Route 94 Weekday Ruta 94 Semana / Rout 94 Lasemen

SOUTHBOUND SUR / SID

NORTHBOUND NORTE / NÔ

① ② ③			④ ⑤ ③ ② ①						
Boca Raton			US 1 Glades Rd.					Boca Raton	
Tri-Rail	PBCC	FAU	& NE 20th St.	at Bus Bay	FAU	PBCC	Tri-Rail		
645	651	655	701	704	710	714	720		
705	711	715	721	724	730	734	740		
725	731	735	741	744	750	754	800		
745	751	755	801	804	810	814	820		
805	811	815	821	824	830	834	840		
825	831	835	841	844	850	854	900		
845	851	855	901	904	910	914	920		
905	911	915	921	924	930	934	940		
925	931	935	941	944	950	954	1000		
945	951	955	1001	1004	1010	1014	1020		
1005	1011	1015	1021	1024	1030	1034	1040		
1025	1031	1035	1041	1044	1050	1054	1100		
1045	1051	1055	1101	1104	1110	1114	1120		
1105	1111	1115	1121	1124	1130	1134	1140		
1125	1131	1135	1141	1144	1150	1154	1200		
1145	1151	1155	1201	1204	1210	1214	1220		
1205	1211	1215	1221	1224	1230	1234	1240		
1225	1231	1235	1241	1244	1250	1254	100		
1245	1251	1255	101	104	110	114	120		
105	111	115	121	124	130	134	140		
125	131	135	141	144	150	154	200		
145	151	155	204	204	210	214	220		
205	211	215	221	224	230	234	240		
225	231	235	241	244	250	254	300		
245	251	255	301	304	310	314	320		
305	311	315	321	324	330	334	340		
325	331	335	341	344	350	354	400		
345	351	355	401	404	410	414	420		
405	411	415	421	424	430	434	440		
425	431	435	441	444	450	454	500		
445	451	455	501	504	510	514	520		
505	511	515	521	524	530	534	540		
525	531	535	541	544	550	554	600		
545	551	555	601	604	610	614	620		
605	611	615	621	624	630	634	640		
625	631	635	641	644	650	654	700		
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805	811	815	821	824	830	834	840		
825	831	835	841	844	850	854	900		
845	851	855	901	904	910	914	920		
905	911	915	921	924	930	934	940		
925	931	935	941	944	950	954	1000		
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A.M.

A.M.

P.M.

P.M.

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

AGENDA ITEM REPORT

Consent Regular Public Hearing

FUNDING AGREEMENT WITH
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA FOR
SHUTTLE BUS SERVICE PROVIDED BY PALM TRAN

REQUESTED ACTION:

MOTION TO APPROVE: Exercising the first of two one year options to the Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Board of County Commissioners of Palm Beach County Florida, for Palm Tran to provide shuttle bus service between the Boca Raton Tri- Rail Station, Florida Atlantic University (FAU) and Palm Beach Community College (PBCC) campuses and Federal Highway, in the not to exceed amount of \$161,719.00.

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 twenty (20) minute headways on routes serving Tri-Rail stations. Exercising this first one year option will extend the agreement for one additional year through December 31 2009 with 50 % matching funds from SFRTA through JPA No. 62.

Department: Operations

Department Director: Bradley Barkman

Project Manager: James De Vaughn

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 days from the date of the execution by each party to execution agreement.

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

FUNDING AGREEMENT WITH
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA FOR
SHUTTLE BUS SERVICE PROVIDED BY PALM TRAN

Recommended by:  2/19/09 Approved  2/19/09
Department Director Date Contracts Director Date

Authorized by:  2/19/09 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 | | |

FUNDING AGREEMENT WITH
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA FOR
SHUTTLE BUS SERVICE PROVIDED BY PALM TRAN

Recommended by: _____
Department Director Date

Approved _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  _____
General Counsel Date 2/18/09

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 Eggelletion ___ Yes ___ No

F. Martin Perry ___ Yes ___ No

Marie Horenburger ___ Yes ___ No

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

AGENDA ITEM REPORT

Consent Regular Public Hearing

FIRST AMENDMENT TO AGREEMENT NO. 06-101
NATIONAL RAILROAD PASSENGER CORP. (AMTRAK) FOR
TRANSITION, DISPATCHING, TRAIN CONTROL AND YARD SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: First Amendment to Agreement No. 06-101, between the South Florida Regional Transportation Authority (SFRTA) and National Railroad Passenger Corporation (AMTRAK) for Transition, Dispatching, Train Control and Yard Services for the South Florida Rail Corridor to reduce the staffing levels, including reduction in compensation, for dispatching over the New River Bridge Corridor.

SUMMARY EXPLANATION AND BACKGROUND:

On January 26, 2007, the SFRTA Governing Board approved a five year agreement with Amtrak in the total not-to-exceed amount of \$15,809,293.00. In April 2007, the Contractor commenced dispatching services over the New River Bridge Corridor (Phase 1). Currently the Contractor is still performing Phase 1 dispatch services and can successfully perform the work with less staff positions than originally anticipated. As a result, staff recommends the approval of the First Amendment to the Agreement to reflect a reduction in the Phase 1 staffing levels required by the agreement and also to reflect a reduction in compensation regarding the reduction in staff. The estimated cost savings to SFRTA will be \$490,608.00 per year while Phase 1 services are being performed.

FISCAL IMPACT: Annual estimated budget savings of approximately \$490,608.00.

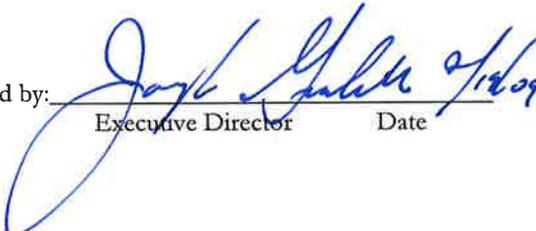
Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

EXHIBITS ATTACHED: Exhibit 1 – First Amendment to Agreement No. 06-101

FIRST AMENDMENT TO AGREEMENT NO. 06-101
NATIONAL RAILROAD PASSENGER CORP. (AMTRAK) FOR
TRANSITION, DISPATCHING, TRAIN CONTROL AND YARD SERVICES

Recommended by:  2/18/09 Date
Department Director Date Approved  2/19/09 Date
Contracts Director Date

Authorized by:  2/18/09 Date
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		

FIRST AMENDMENT TO AGREEMENT NO. 06-101
NATIONAL RAILROAD PASSENGER CORP. (AMTRAK) FOR
TRANSITION, DISPATCHING, TRAIN CONTROL AND YARD SERVICES

Recommended by: _____
Department Director Date

Approved _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form By _____ Date 2/18/09
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 Eggelletion ____ Yes ____ No

F. Martin Perry ____ Yes ____ No

Marie Horenburger ____ Yes ____ No



FIRST AMENDMENT TO AGREEMENT NO. 06-101

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
FOR

TRANSITION, DISPATCHING, TRAIN CONTROL
AND YARD SERVICES

FIRST AMENDMENT TO AGREEMENT NO. 06-101

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

FOR

TRANSITION, DISPATCHING, TRAIN CONTROL AND YARD SERVICES

This First Amendment to the Agreement for Transition, Dispatching, Train Control and Yard Services, between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)**, hereinafter referred to as “**CONTRACTOR**”.

WHEREAS, on January 26, 2007, **CONTRACTOR** and **SFRTA** entered into a five year Agreement hereinafter referred to as “Agreement” in the total not-to-exceed amount of \$15,809,293.00; and

WHEREAS, as a result of **CONTRACTOR** currently performing only Phase 1 train traffic control services over the New River Bridge Corridor, both parties wish to amend the Agreement to reflect a reduction in the Phase 1 staffing levels required to perform the work and also to reflect a reduction in compensation regarding the reduction in staff;

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. During Phase 1 Services only, Paragraph 3 of **Section 4.3.1 of the Scope of Services, “Staffing for Contract Services”** is amended as follows:

The Contractor shall provide one (1) additional person, ~~during all hours that Commuter trains are operating in revenue service~~ on non-holiday weekdays between the hours of 6:30 a.m. and 10:30 p.m., or other hours as may be mutually agreed to by the parties.

2. During Phase 1 Services only, **Section 4.1.1 of the Contractor's Technical Proposal** is amended to reduce the number of Supervisor, Commuter Operations positions from 10 to 8.

3. **Section 3.2.4 of the Special Terms and Conditions, "Payment"** is amended to include the following:

During Phase 1 Services the monthly invoice amount will be adjusted to reflect the reduction in the number of Supervisor, Commuter Operations positions. Line item (a) "Monthly Dispatcher 24/7 coverage costs" will be reduced proportional to the reduction in the number of Supervisor, Commuter Operations positions.

4. During Phase 1 Services only, Paragraph 2 of **Section 3.11.7 of the Special Terms and Conditions, "Management Penalties"** is amended as follows:

If SFRTA determines to assess a penalty, Contractor's invoice payment will be reduced by \$500.00 per shift per day for failure to provide ~~two people~~, a Train Dispatcher and a ~~Yardmaster/Supervisor~~, as detailed in the Scope of Services.

5. Paragraph 5 of **Section 4.1 of the Scope of Services, "General"** is amended as follows:

It is anticipated that the Contractor shall have three (3) months from Notice to Proceed to ~~the Full Service Phase for Transition Phase 1~~ Services. ~~Service under the Dispatching, Train Traffic Control and Yard Agreement will follow immediately.~~ SFRTA will provide the Contractor a minimum of ten (10) months notice prior to proceeding with full dispatching services in order to allow the Contractor sufficient time to mobilize additional staff.

Except to the extent modified by this First Amendment, 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 First Amendment to the Agreement shall control.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Agreement on the respective date under each signature: **NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)**, 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

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAUIG, P.A.
General Counsel, SFRTA

ATTEST:

NATIONAL RAILROAD PASSENGER CORP.
(AMTRAK)

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2009

(Corporate Seal)

Approved as to form by:

Amtrak Law Department

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

AGENDA ITEM REPORT

Consent Regular Public Hearing

MODIFICATION TO PURCHASE ORDER NO. 09-000063
WITH RAIL TECH CONSULTANTS, INC. FOR
PASSENGER INFORMATION
SYSTEM REPAIRS

REQUESTED ACTION:

MOTION TO APPROVE: Modification to Purchase Order No. 09-000063, between the South Florida Regional Transportation Authority (SFRTA) and Rail Tech Consultants Inc., for repairs of the existing Passenger Information System components at SFRTA stations, increasing the purchase order by the not-to-exceed amount of \$15,500, for a total purchase order not-to-exceed amount of \$39,050.

SUMMARY EXPLANATION AND BACKGROUND:

Purchase Order No. 09-000063 in the not-to-exceed amount of \$23,550 was executed and issued as a blanket purchase order to facilitate repairs to the Passenger Information System (PIS) components at all SFRTA stations. The PIS allows for automated messaging via voice and electronic message boards at each station for the convenience of passengers.

Due to a greater than anticipated component failure, the original purchase order amount has been expended and an increase in the Purchase Order amount is necessary to cover the cost of anticipated repairs for the remainder of the current fiscal year.

Department: Operations
Project Manager: Brad Barkman

Department Director: Brad Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: FY 08-09 IT Budget line item 001-310-3440.

EXHIBITS ATTACHED: Exhibit 1 – Sole Source Justification

MODIFICATION TO PURCHASE ORDER NO. 09-000063
WITH RAIL TECH CONSULTANTS INC. FOR PASSENGER INFORMATION
SYSTEM REPAIRS

Recommended by: *[Signature]* 2/19/09 Approved *[Signature]* 2/19/09
Department Director Date Contracts Director Date

Authorized by: *[Signature]* 2/19/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

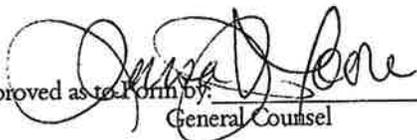
- | | | | |
|-----------------------------------|--|-------------------------|--|
| Commissioner Bruno Barreiro | <input type="checkbox"/> Yes <input type="checkbox"/> No | Commissioner Jeff Koons | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Alice N. Bravo | <input type="checkbox"/> 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 | | |

MODIFICATION TO PURCHASE ORDER NO. 09-000063
WITH RAIL TECH CONSULTANTS INC. FOR
PASSENGER INFORMATION
SYSTEM REPAIRS

Recommended by: _____
Department Director Date

Approved _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as per Form by:  2/18/09
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

800 NW 33rd Street
Pompano Beach, Florida 33064
954-942-RAIL (7245) Fax 954-788-7878
www.sfrta.fl.gov



Sole Source Justification

DATE: 2/10/09

TO: Procurement

THRU: Brad Barkman

FROM: Wayne Ramnarine

SUBJECT: Rail Tech Consultants Inc.

BACKGROUND: SFRTA has a Passenger Information System (PIS) installed by GeoFocus at all of its stations. The system is proprietary to GeoFocus, a firm that has recently ceased business operations and is no longer able to sell or service its product line. Rail Tech Consultants Inc., comprised of former GeoFocus employees, is currently issued a blanket purchase order to perform the required repairs to the PIS system. The work has been conducted in a satisfactory manner. Parts included in the PIS system that require on-going maintenance and repair include: PDS controller units, sign master controller cards and power supplies.

SOLE SOURCE JUSTIFICATION: Geo- Focus, the manufacturer of the proprietary PIS is no longer in business. Rail Tech Consultants Inc. has employed personnel formerly trained and familiar with Geo-Focus's circuit boards architecture and functionality. This vendor has successfully been performing repairs at the component level for SFRTA since fiscal 2007/2008. Rail Tech Consultants Inc. is the only vendor familiar with the proprietary system originally installed by GeoFocus.

COST ANALYSIS: It is proposed that an additional \$15,540 be added to the existing Purchase Order with Rail Tech Consultants Inc. The quoted pricing includes no price increase of this current PO 09-000063 for the fiscal year ending June 30, 2009. This pricing has been unchanged since fiscal 2007. The current pricing is consistent with original component pricing from 2007 which was considered fair and reasonable at that time.

Approved by SFRTA:



Joseph Giuliatti
Executive Director
(required only over \$10,000)



Date:

 2/19/09

Department Director

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

AGENDA ITEM REPORT

Consent Regular

FUNDING AGREEMENT BETWEEN THE SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY AND PALM BEACH COUNTY FOR THE
CONSTRUCTION OF A PARKING LOT TO SERVE THE
WEST PALM BEACH TRI-RAIL STATION

REQUESTED ACTION:

MOTION TO APPROVE: Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County to fund the construction of a parking lot to serve the West Palm Beach Tri-Rail Station through a change order to Palm Beach County's contract for the West Palm Beach Intermodal Transit Facility (Palm Tran) Project No. 93222 with Catalfumo Construction, Ltd., in the maximum amount of \$1,006,446.88.

SUMMARY EXPLANATION AND BACKGROUND:

On September 28, 2007, the SFRTA Governing Board approved a parking agreement with Palm Beach County, allowing SFRTA to utilize a county-owned vacant lot adjacent to the West Palm Beach Tri-Rail Station for construction of a parking lot. SFRTA issued a work order, under an existing General Engineering Consultant (GEC) agreement, to HDR Engineering to design a 163-space (118 public, 45 employee) parking lot on the county-owned site. Palm Beach County currently has an ongoing project at the site for the construction of an Intermodal Transit Facility, which includes 18 bus bays for Palm Tran. By utilizing Palm Beach County's contractor, Catalfumo Construction, Ltd., to construct the parking lot, SFRTA can realize cost and time savings by being able to take advantage of a contractor already on-site. A cost proposal was solicited from Catalfumo and was within 3% of the Engineer's estimate and committed to a four-month construction timeframe.

Staff is requesting Board approval of the Funding Agreement (Exhibit 1) between SFRTA and Palm Beach County to provide \$1,006,446.88 of Federal Transit Administration (FTA) funds for the construction of a parking lot at the West Palm Beach Tri-Rail station.

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

Department Director: Daniel R. Mazza, P.E.
Procurement Director: Christopher Cross

FISCAL IMPACT: The funding for the parking lot was already included in SFRTA's Fiscal Year 2008-2009 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – Funding Agreement

FUNDING AGREEMENT BETWEEN THE SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY AND PALM BEACH COUNTY FOR THE
CONSTRUCTION OF A PARKING LOT TO SERVE THE
WEST PALM BEACH TRI-RAIL STATION

Recommended by: Daniel Mayya 2/19/09
Department Director Date

Approved by: [Signature] 2/19/09
Contracts Director Date

Authorized by: [Signature] 2/19/09
Executive Director Date

Approved as to Form by: [Signature] 2/19/09
Staff 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 Eggelton 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

FUNDING AGREEMENT
Between
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
And
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA
For
**THE FUNDING OF A CHANGE ORDER TO PALM BEACH COUNTY'S CONTRACT
WITH CATALFUMO CONSTRUCTION, LTD. FOR THE WEST PALM BEACH
INTERMODAL TRANSIT FACILITY (PALM TRAN) PROJECT NO. 93222 TO
AUTHORIZE CONSTRUCTION OF A PARKING LOT TO SERVE
THE WEST PALM BEACH TRI-RAIL STATION**

THIS FUNDING AGREEMENT is made and entered into this ___ day of _____, 2009, by and between the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, its successors and assignees, (hereinafter referred to as "**SFRTA**") and the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "**Palm Beach County**").

WITNESSETH:

WHEREAS, SFRTA represents and warrants to **Palm Beach County** that the Federal Transit Administration has awarded a grant to **SFRTA** (FL-04-0039) to provide funding for additional parking at the West Palm Beach Tri-Rail Station; and

WHEREAS, Palm Beach County has entered into a contract with Catalfumo Construction Ltd. ("Catalfumo") for construction of the West Palm Beach Intermodal Transit Facility; and

WHEREAS, Palm Beach County and **SFRTA** have entered into a Parking Lot Easement Agreement dated October 2, 2007, that grants **SFRTA** the right to use **Palm Beach County** property located next to the West Palm Beach Intermodal Transit Facility site for a public parking lot for the West Palm Beach Tri-Rail Station; and

WHEREAS, Palm Beach County and **SFRTA** have determined that the most expeditious and cost-effective way to construct the parking lot would be to have Catalfumo perform the work through a Change Order to its contract for the West Palm Beach Intermodal Transit Facility with the Change Order being solely funded by **SFRTA**; and

WHEREAS, SFRTA and **Palm Beach County** desire to enter into this agreement for the purposes of defining the parties' funding obligations as well as other responsibilities and the parties' expectations and roles in the construction of a parking lot to serve the West Palm Beach Tri-Rail Station:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **SFRTA** and **Palm Beach County** agree as follows:

ARTICLE 1 – SERVICES TO BE PROVIDED BY PALM BEACH COUNTY

1.1 Scope of Services. **Palm Beach County**, through Catalfumo Construction Ltd., its contractor for the West Palm Beach Intermodal Transit Facility, will construct the parking lot as shown on the Site Plan/Construction Plan, which is attached to and made a part of this Agreement as Exhibit “A.”

1.2 **Palm Beach County** will execute a Change Order with Catalfumo in the Guaranteed Maximum Price amount of \$1,006,446.88 authorizing Catalfumo to perform the work. A copy of the proposed Change Order is attached to and made a part of this Agreement as Exhibit “B.” The Change Order shall require Contractor to name SFRTA as an additional insured on all insurance policies required by its contract with Palm Beach County. In the event, Catalfumo submits any additional change orders to Palm Beach County in connection with the parking lot, Palm Beach County’s Project Manager will review the change order with SFRTA’s Project Manager before the change order is processed for approval. Any increases or decreases in the contract amount for the parking lot that is approved in the change order shall be reflected in the amount due **Palm Beach County** in Paragraph 3.1 below.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for one (1) year from the effective date or until SFRTA’s payment to Palm Beach as provided for in Article 3, whichever occurs first.

ARTICLE 3 - COMPENSATION

3.1 **SFRTA** shall reimburse **Palm Beach County** for the final cost of the Change Order in the maximum amount of \$1,006,446.88 from FTA grant funds. Payments shall be made within thirty (30) days of **SFRTA**’s receipt of **Palm Beach County**’s invoice for the Change Order amount, along with the following deliverables:

- (a) Final As-Built Drawings (red-line mark-ups acceptable)
- (b) Final Permits
- (c) Certified payrolls
- (d) Warranties
- (e) Maintenance Documents for Site Lighting

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 **Palm Beach County** shall be responsible for the delivery and coordination of the Project.

4.2 **SFRTA's** Project Manager for this Agreement shall be the Director of Planning, Engineering and Construction for **SFRTA** or other authorized representative. **Palm Beach County's** Project Manager shall be **Palm Beach County's** Project Manager for the West Palm Beach Intermodal Transit Facility.

ARTICLE 5 – MISCELLANEOUS

5.1 **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 continue and be conformed to the terms and requirements of applicable law; provided, however, that if **SFRTA's** funding obligation or any other provision of this Agreement is found to be invalid which would cause there to be a lack of mutuality of obligation or remedy, then this Agreement shall terminate. Nothing contained herein shall cause **SFRTA** to be relieved of its obligation to compensate **Palm Beach County** for services rendered.

5.2 **Bonus or Commission.** By execution of the Agreement, **Palm Beach County** represents that it has not paid and also agrees not to pay any bonus or commission for the purpose of obtaining an approval of any application for financing hereunder.

5.3 **State of Territorial Law.** Nothing in the Agreement shall require **Palm Beach County** 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. If **Palm Beach County** believes any of the provisions of the Agreement violates any applicable State law, **Palm Beach County** will at once notify **SFRTA** in writing in order that appropriate changes and modifications may be made so as to enable **SFRTA** and **Palm Beach County** to proceed as soon as possible with the project.

5.4 **Contractual Indemnity.** Nothing contained in this Agreement shall be construed as a waiver of either parties' sovereign immunity as set forth in Section 768.28, F.S. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the **SFRTA** or **Palm Beach County**. Nothing contained herein shall be deemed to constitute an imposition or acceptance of any obligation or liability, by either party, not otherwise imposed by the express and unequivocal language of this Agreement.

5.5 **Restrictions on Lobbying.**

Federal: **Palm Beach County** agrees that no federal appropriated funds have been paid or will be paid by or on behalf of **SFRTA** 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 **Palm Beach County** 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. **Palm Beach County** will 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.

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

ARTICLE 6 - TERMINATION

6.1 If through any cause within the reasonable control of **Palm Beach County**, **Palm Beach County** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **SFRTA** may thereupon give written notice to **Palm Beach County** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. **Palm Beach County** shall have forty-five (45) days to cure said default or such additional period authorized by **SFRTA**. In the event that **Palm Beach County** shall not have cured said default to the satisfaction of **SFRTA** by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to **Palm Beach County**.

6.2 If through any cause within the reasonable control of **SFRTA**, **SFRTA** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **Palm Beach County** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. **SFRTA** shall have forty-five (45) days to cure or additional period authorized by **Palm Beach County**. In the event that **SFRTA** shall not have cured said default by such deadline, then this Agreement may be terminated by **Palm Beach County** upon notice of termination to **SFRTA**.

ARTICLE 7 – CHANGES AND MODIFICATIONS

7.1 Upon the execution and delivery of this Agreement, it is understood and agreed that, except for the Parking Lot Easement Agreement, any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been

superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

7.2 Modifications to this Agreement must be made in the form of a written amendment signed by **SFRTA** and **Palm Beach County**.

ARTICLE 8 - NOTICES

8.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For PALM BEACH COUNTY:

West Palm Beach, FL 33407

For SFRTA:

South Florida Regional Transportation Authority
Attn: Director of Planning, Engineering
And Construction
800 N.W. 33rd Street
Suite 100

Pompano Beach, FL 33064

ARTICLE 9 – STATE LAW AND VENUE

9.1 This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Palm Beach County, Florida, whether in state or federal court. The parties agree that each will submit to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or related to this Agreement and agree that all claims in respect to such action or proceeding may be heard and determined in Palm Beach County, Florida, the venue situs.

ARTICLE 10 – FORCE MAJEURE

10.1 In the event the performance by **Palm Beach County** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which Palm Beach County reasonably determines will interfere with its ability to perform, **Palm Beach County** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 11 – SUCCESSORS AND ASSIGNS

11.1 Subject to other provisions hereof, Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

ARTICLE 12 – JOINT PREPARATION

12.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

ARTICLE 13 – CAPTIONS

13.1 The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **PALM BEACH COUNTY**, signing by and through its Chairperson, 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.

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Joseph Giuliatti
Executive Director

By: _____
Chair

This ____ day of _____, 2009

(SFRTA SEAL)

Approved as to form by:

Chris Bross, Director Procurement

General Counsel, SFRTA

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairperson

This ____ day of _____, 2009

Approved as to form
And Legal Sufficiency

Approved as to Terms and Conditions

County Attorney

**AMENDMENT #2
CATALFUMO CONSTRUCTION, LTD
CONSTRUCTION MANAGEMENT SERVICES
WEST PALM BEACH INTERMODAL TRANSIT FACILITY (PALM TRAN)
PROJECT NO. 93222
DISTRICT NO. 7**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 07/10/07 (R-2007-1217) is in full force and effect and that this merely supplements said Contract;

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including Construction Managers fees for construction and warranty services and other services as set forth herein and in the Contract;

WHEREAS, the Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

WHEREAS, the Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

(1) **GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$1,006,446.88** for the construction costs of South Florida Regional Transportation Administration's (SFRTA) 163 space paved parking lot with associated drainage, lighting, landscaping and irrigation. Refer to Exhibit A. A contingency amount of \$22,242.44 has been included in the not-to-exceed GMP and will be intended to compensate for minor (incidental or unforeseen) adjustments to the construction activities. The use of contingency to fund adjustments will be authorized by the county's project manager and notification given to SFRTA's representative, in writing, prior to execution and payment. Any contingency funds not utilized will be credited back to SFRTA through the county upon completion of the project.

(2)

SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **one hundred twenty (120)** calendar days of receiving the Notice to Proceed with construction work from the Owner.

- (3) ATTACHMENTS: Exhibit A - GMP Proposal
- Public Construction Bond
- Form of Guarantee
- Insurance Certificate(s)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSTRUCTION MANAGER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTRROLLER

PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:
By: Catalfumo Construction, Ltd.
(Corporate Name)

Signature

a Florida Limited Partnership

Name (type or print)

By: Catalfumo Construction, Inc.,

a Florida Corp., its general partner

Signature

Name (type or print)

Title

(Corporate Seal)

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

AGENDA ITEM REPORT

Information Item Presentation

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

SUMMARY EXPLANATION AND BACKGROUND:

In response to a request made by the South Florida Regional Transportation Authority (SFRTA) Governing Board at its meeting on August 22, 2008, SFRTA staff has been providing a report regarding the activities of the SFRTA Planning Technical Advisory Committee (PTAC). While early 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 January 21, 2009.

Agenda items at the January 21, 2009 meeting of the SFRTA PTAC included:

- SFRTA Public Opinion Survey
- 2008 Tri-Rail Onboard Survey
- Tri-Rail/Metrorail Transfer Station East Platform Connection
- Miami-Dade MPO CSX Rail Corridor Evaluation Study
- SFRTA Regional Transportation Summit

SFRTA general planning consultants gave a presentation summarizing a recently completed public survey, conducted via telephone, online, and with focus groups. (The presentation was very similar to one given to the SFRTA Governing Board two days later on January 23, but included further details). The public's opinion and perception was learned on a variety of topics, including the importance of public transportation, transit needs, preferred transit strategies, and potential funding mechanisms. The survey results generated extensive discussion among committee members, including some concerns about questions mentioning the reallocation of highway funds for public transportation as one potential strategy.

(Continued on page 2)

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

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

EXHIBITS ATTACHED: None

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

Consultants representing the Florida Department of Transportation (FDOT) provided an overview of findings from the Tri-Rail onboard survey conducted in October 2008 as part of the FEC Study. Basic information such as number of passengers surveyed and the survey response rate was shared. Some information from the survey's more detailed elements was also shared, including access to and from stations and overnight parking findings. A final, detailed survey results report will be available in the coming weeks.

SFRTA staff gave a brief update on the status of the East Platform Connector Project at the Tri-Rail/Metrorail Transfer Station. The project would construct a stairway and elevator connection between Tri-Rail and Metrorail on the east platform (currently, the only connection between the two services is on the west platform). This improvement will reduce the operational challenges and increase passenger convenience at Tri-Rail's busiest station. The project's design is essentially complete, but an additional \$2 million is needed to fully fund the construction phase. It was mentioned that the project is shovel ready and eligible for potential federal stimulus funds. SFRTA staff stated that the project is SFRTA's number one priority in Miami-Dade County and thanked the Miami-Dade MPO for recently including the project on the MPO's priority list.

Miami-Dade MPO staff gave a presentation on their CSX Rail Corridor Evaluation Study. The study, which is a follow up to the MPO's Kendall-Link transit analysis, is in its early stages. The CSX Rail Corridor Evaluation is looking at various alternatives to re-route rail freight traffic out of Kendall's residential areas and onto the Lehigh Spur, which parallels the Dolphin Expressway. Doing so would require construction of additional track miles with potential environmental impacts, but would allow for greater future transit flexibility for the CSX General Planning Consultant Spur, which runs through mostly residential areas of West Kendall. The study is expected to conclude this Spring.

SFRTA staff provided another update on planning for the Regional Transportation Summit, 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. Staff announced the keynote and closing speakers, as well as information on Tri-Rail transit connections available on the day of the event.

Due to preparations for the Regional Transportation Summit, no PTAC meeting will be held in February. The next meeting is scheduled for March 18, 2009.

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

Recommended by: Pamela Mayza 2/19/09
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: [Signature] 2/19/09
Executive Director Date

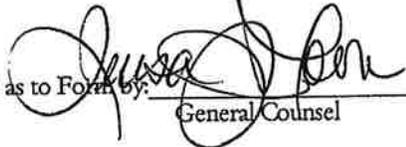
Approved as to Form by: _____
General Counsel Date

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:  _____ 2/10/09
General Counsel Date

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

AGENDA ITEM REPORT

Information Item Presentation

FARE POLICY STUDY

SUMMARY EXPLANATION AND BACKGROUND:

To improve Tri-Rail's existing fare box recovery ratio, South Florida Regional Transportation Authority (SFRTA) staff has contracted with PB America to initiate a study to develop specific fare policy strategies. These strategies will be based upon an analysis of existing fare policies and pricing structure of Tri-Rail's service. An evaluation of fare policies from commuter rail peer agencies and focus group market research with Tri-Rail passengers are also part of this effort.

A comparative analysis of various fare policy options considered and examined with the identification of associated pros, cons, and implementation challenges shall be the final product of this work. Fare policy options will be evaluated according to passenger equity; cost of travel; passenger attitude, ticket vending machine integration, estimated ridership, projected passenger revenue and estimated fare box recovery ratio.

An overview of this effort will be presented at the February 27, 2009 Board Meeting.

Department: Executive
Project Manager: Renee Matthews

Department Director: Jack Stephens
Procurement Director: N/A

EXHIBITS ATTACHED: Exhibit 1 - Presentation (to be provided under separate cover)

FARE POLICY STUDY

Recommended by:  2/19/09 Approved by: _____
Department Director Date Contracts Director Date

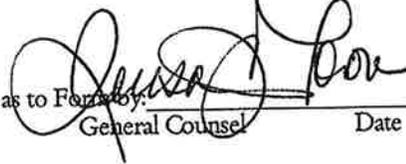
Authorized by:  2/19/09 Approved as to Form by: _____
Executive Director Date General Counsel Date

FARE POLICY STUDY

Recommended by: _____
Department Director Date

Authorized by: _____
Executive Director Date

Approved by: _____
Contracts Director Date

Approved as to Form by:  _____
General Counsel Date 2/18/09

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

The Construction Oversight Committee did not meet during the Month of January, 2009.

DRAFT

MINUTES

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING JANUARY 21, 2009

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 a.m. on Wednesday, January 21, 2009 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)
Mr. William Cross, SFRTA
Ms. Kim Delaney, Treasure Coast RPC
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)
Mr. Shi-Chiang Li, Florida Department of Transportation (FDOT) District 4
Mr. Jeremy Mullings, FDOT District 4
Mr. Joseph Quinty, SFRTA
Mr. Jonathan Roberson, Broward County Transportation Department
Mr. Phil Steinmiller, FDOT District 6
Mr. Fred Stubbs, Palm Tran
Mr. Randy Whitfield, Palm Beach MPO, PTAC Chair
Mr. Enrique Zelaya, Broward MPO

ALSO PRESENT:

Mr. John Bradley, Gannett Fleming
Mr. Jim Cipollone, VPSI
Mr. Chris Dube, FDOT District 6
Mr. Dan Glickman, Citizen
Mr. Peter Halliburton, Cambridge Systematics
Mr. Abe Jivanjee, VPSI
Ms. Elaine Magnum, SFRTA
Mr. Dan Mazza, SFRTA
Mr. Carlos Roa, Miami-Dade MPO
Ms. Mary Ross, Gannett Fleming
Mr. Joe Yesbeck, Jacobs
Ms. Natalie Yesbeck, SFRTA
Ms. Lynda Westin, SFRTA
Mr. Youngquang Wu, Gannett Fleming

CALL TO ORDER

The Chair called the meeting to order at 10:40 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 Tri-Rail/Metrorail Transfer Station East Platform Connection to be the first informational item on the agenda. He also asked that a brief update on the SFRTA Regional Transportation Summit be allowed. Ms. Kim Delaney moved for approval of the Agenda with the recommended changes. The motion was seconded by Mr. Fred Stubbs. 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 – None

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. Jonathan Roberson to approve the meeting minutes. The motion was seconded by Mr. Shi-Chiang Li. 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.

R1. - MOTION TO ELECT: PTAC Chair and Vice-Chair

Mr. Quinty advised the committee that by-laws for the PTAC require elections on a fiscal year basis, meaning that an election of officers should have occurred during the summer. He apologized for the oversight and advised that elections at today’s meeting will cover a term through June 30, 2009. A motion was made by Mr. Enrique Zelaya to re-elect Mr. Randy Whitfield as Chair and Mr. Joseph Quinty as Vice-Chair. The motion was seconded by Ms. Delaney. The motion was called to a vote and carried unanimously.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.
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11. - INFORMATION: Tri-Rail/Metrorail Transfer Station East Platform Connection

Mr. William Cross presented the item and began by saying the Tri-Rail/Metrorail Transfer Station East Platform Connection is the SFRTA's top priority project in Miami-Dade County. He stated that the double tracking project created a pedestrian circulation problem, as the only existing connection to/from Metrorail is on the west platform. Mr. Cross said that a solution is being designed- a stairway and elevator connection to Metrorail on Tri-Rail's east platform. He noted that the project's design phase is almost complete and that there has been coordination with Miami-Dade Transit. He thanked FDOT for providing funding for the project and commented that 90% design plans will be submitted to FDOT for review shortly. Mr. Cross noted that half of the project's construction budget (\$4 million total cost) has been cut due to budget constraints. He stated that SFRTA is looking at many angles to obtain the \$2 million to once again make the project fully funded. He also noted that the project will be eligible for federal stimulus funds because it is shovel ready. Mr. Stubbs asked if the Miami-Dade MPO was assisting in helping to find funds. Mr. Carlos Roa stated that the MPO has been looking everywhere for funds, but budget cuts have caused problems in pushing some projects completely out of the work program. Mr. Cross thanked the MPO for their efforts and for adding this project to the MPO priority list.

12. - INFORMATION: 2009 Transportation Summit

Ms. Loraine Cargill of SFRTA presented this item and began by asking if PTAC Members received the summit "save the date" card that was mailed to them. She reminded the committee that the summit will be on Saturday, February 21 from 8:30am-12:30pm at the Broward County Convention Center. Ms. Cargill then stated there are two keynote speakers for the summit. One is Mortimer L. Downey, who is the former Deputy Secretary of Transportation, Chair of Barack Obama's Transportation Transition Team, and Chairman of PB Consultant. The other keynote speaker is Gordon Price, a former City Councilor in Vancouver, B.C, City Program Director for Simon Fraser University, and Smart Growth expert. Ms. Cargill said that on the day of the event, SFRTA is looking to provide shuttle service from either the Broward Boulevard or Fort Lauderdale Airport Tri-Rail Station to the Convention Center. She cautioned that if you choose to drive to the Convention Center there will be a \$6.00 parking fee. She also noted that registration starts at 8:00 am and a continental breakfast will be served. Ms. Cargill stated that the agenda is being finalized, with thoughts of including panels with elected officials and business leaders. She said to expect a blast e-mail with the invitation and further details in the days ahead. Mr. Zelaya asked about the rationale for choosing a Saturday date. Ms. Cargill replied that the intent is to make the event more available to the general public and public officials. Mr. Dan Glickman expressed his displeasure with the event's title being "transportation summit" rather than "transit summit." He stated that having transit in the title would clarify the purpose of the event.

13. - INFORMATION: SFRTA Public Opinion Survey

Ms. Mary Ross of Gannett Fleming began the presentation by explaining that on behalf of the SFRTA they conducted three different public opinion survey efforts from November 2008 through January 2009 in all three counties. She stated that these efforts consist of an online survey, a telephone survey and focus groups. She noted that the online survey and focus group elements have been completed, while the telephone survey component is nearing completion. Ms. Ross commented that the purpose of

the survey was to gauge the opinion of the general public on a range of matters related to all transit in the region, not specifically for Tri-Rail. We gathered information from general public regarding public transportation.

Mr. John Bradley of Gannett Fleming followed with a summary of survey results. He noted that some of the information targeted included factors affecting mode choice, ideas that could prompt service/operational changes, the willingness to support funding for transit, and environmental perceptions. Mr. Bradley said that the total number of respondents was: web-based- 543; telephone- 657; and focus group participants- 17. Some key findings pointed by Mr. Bradley include: SFRTA is not well known, although Tri-Rail is; there is a generally negative perception of transit in South Florida; there is a strong opinion that elected officials are not providing the type of transit services that the public wants; rail extensions and seamless bus service across county lines are the two of the most popular solutions; funding for transit is thought to be more important than for roads or parks; most think their taxes are already too high; most prefer developer impact fees as a means to fund transit; and there is strong support for transit oriented development (TOD). Mr. Bradley closed by saying that the final survey report will be available in the next month.

Chairman Whitfield asked how the focus groups were selected. Mr. Bradley replied that the online and phone surveys asked the respondent if they wanted to volunteer for a focus group session. Ms. Delaney asked if the results were broken down by county. Mr. Bradley responded that they had not, but would be able to do so. Mr. Phil Steinmiller commented that it was counterproductive for the survey to suggest the reallocation of highway funds. He noted that FDOT has always had unmet needs for roadways and thinks that suggesting the redirection of funds is confrontational. He also expressed concern that the survey might have biases for such questions and wanted to make sure he could conduct a critical review of the results and survey instrument. Mr. Quinty responded by saying that the survey asked questions on a wide variety of topics and offered a range of choices, certainly not trying to influence the outcome. He noted that SFRTA would prefer a new funding source but in recent years state legislators have told it to go after existing funds, so that's why it wants public opinion on this sort of issue. Chairman Whitfield asked if the online survey was only on the SFRTA website. Ms. Natalie Yesbeck stated that the survey was based on an independent website- www.helpsouthfloridatransit.com. She noted that there was a link to it from the SFRTA website, but there was also media notification of the survey effort. Mr. Larry Allen asked if the survey questions were brought to the PTAC previously for committee review. Ms. Yesbeck replied that yes, the draft survey questions came before the PTAC at its October meeting. Mr. Glickman commented that he thought the survey was understandable and reasonable, but would really like to see an executive summary of the survey questions and results.

14. - INFORMATION: 2008 Tri-Rail Onboard Survey

Mr. John Bradley of Gannett Fleming conducted a brief presentation on this item, mentioning that a Tri-Rail onboard survey was conducted on Wednesday October 22, 2009. He noted that the onboard survey had two components- door counts for the entire service day and a passenger survey that ran from the early morning through midday. He commented that the door counts tallied a total of 15,662 passengers over the entire service day. For the passenger survey, 8,403 survey forms were distributed and 6,103 collected, resulting in a response rate of 72 percent. Mr. Bradley stated that the raw survey data is in the hands of FDOT and further analysis is being performed as we speak. He noted that the further analysis will result in detailed information such as ridership characteristics, origin-destination patterns, access and egress modes, trip purposes, and time-of-day information. Mr. Jim Cippollone commented that he is looking forward to the final survey results, as he hopes the vanpool program

might be able to serve some of the population that is having a hard time getting to/from Tri-Rail stations.

Mr. Peter Halliburton of Cambridge Systematics followed with a presentation on a supplemental rider survey effort on behalf of FDOT, specifically focused on improving modeling data to be used as part of the South Florida East Coast Corridor (SFECC) Study. He stated that some key issues seeking to be quantified as part of the supplemental survey are overnight parking at Tri-Rail stations, auto egress from Tri-Rail stations, short trips of only one of two stations, and school related trips. Some key findings mentioned by Mr. Halliburton include: the system-wide percentage of passengers using bus as their mode of station egress is 23%, while system-wide using a private car for station egress is 8%; the station with the highest amount of passengers using private car as their station egress is Cypress Creek with 20%; many of the vehicles parked overnight at stations are not Tri-Rail users, but rather using it to park business vehicles or for ridesharing purposes. Mr. Halliburton also mentioned that numerous Tri-Rail riders provided comments to the surveyors conducting the effort. He noted that one of the most frequent comments reported to surveyors was how important the Tri-Rail shuttles were.

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

Mr. Wilson Fernandez gave a presentation on the Miami-Dade Metropolitan Planning Organization (MPO) CSX Rail Corridor Evaluation Study, which is a supplemental analysis to the Kendall Link Study completed in 2007. He stated that the CSX study began in fall 2008 and is looking at alternatives to remove rail freight on the CSX GPC Spur, which runs from SR 836 to the area of Metrozoo and Countrywalk. Mr. Fernandez noted that in order to accomplish this, a new rail link would have to be built from the CSX Lehigh Spur (which parallels SR 836) to industrial properties near Krome Avenue. He noted that doing so could expand the opportunities for transit along the CSX GPC Spur, which primarily runs through residential areas of West Kendall. Costs and impacts of various alternatives will be determined. Mr. Fernandez stated that wetlands impacts as a result of a new rail alignment are a concern that will be examined closely. He noted that the study is slated to be completed in May, and the project's first public meeting will be held on Tuesday, January 27, 2009 at 7:00pm in the Kendall Branch Library. Mr. Steinmiller asked if the study has looked at MDX's proposed southwest extension and the possibility of co-locating. Mr. Fernandez replied that it has been considered. Mr. Quinty asked if the Miami-Dade Urban Development Boundary has any effect on the new freight alignments. Mr. Fernandez answered that freight routes are not affected by the UDB, but no passenger routes are allowed outside of the UDB.

OTHER BUSINESS: Distribution of South Florida Transit Resource Guide

Ms. Lynda Westin of SFRTA stated that copies of the South Florida Transit Resource Guide were mailed out last week. She also noted that the document was available on the SFRTA Planning Department's website. Ms. Westin also said that if anyone needed more copies, to please e-mail her and she will be happy to provide them with extras.

SFRTA EXECUTIVE DIRECT OR REPORTS/COMMENTS

None.

PTAC MEMBER COMMENTS

None.

ADJOURNMENT

The meeting was adjourned at 12:09 pm.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
January 20, 2009

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Governing Board was held at 2:00 P.M. on Tuesday, January 20, 2009 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT

Bonnie Arnold (Vice Chair), SFRTA/Tri-Rail
Michael DeCossio, Miami-Dade Transit
Lili Finke, (Chair), Palm Tran

COMMITTEE MEMBERS NOT PRESENT

Phyllis Berry, Broward County Transit
Jeremy Mullings, Florida Department of Transportation

ALSO PRESENT

Douglas Bermudez, Miami-Dade Transit
Dan Glickman, private citizen
Michael Goodman, Bitner Goodman
Robyn Hankerson, Bitner Goodman
Steve Rosenberg, SFRTA/Tri-Rail
Jennifer Ryan, South Florida Commuter Services
Jim Udvardy, South Florida Commuter Services

CALL TO ORDER

The Chair called the meeting to order at 2:10 p.m.

ROLL CALL

AGENDA APPROVAL

MINUTES APPROVAL

Minutes of the two prior meetings have been approved.

September 16, 2008 was approved

November 25, 2008 was approved with the following correction:

MDT comment needs to be changed. 27 positions have not been cut. In actuality, 14 positions have been eliminated.

MATTERS BY THE PUBLIC

None

REGULAR AGENDA

INFORMATION / PRESENTATION ITEMS

II. SMART CARD UPDATE

Although it was agreed that this item would be tabled until the next meeting due to the unavailability of its project manager, a few remarks were made.

- Ms. Arnold met with consultants relative to incorporating Tri-Rail into MDT's system.
- Ongoing discussions have been taking place concerning how transfers from one system to another would occur. An item will be presented to the Miami-Dade County Commission asking for a 50-cent transfer from Tri-Rail to Metrorail and full fare from Metrorail to Tri-Rail.
- There is great concern that EDP passengers would be heavily burdened financially with any changes to the transfer system. EDP passengers presently pay \$60 for a discounted monthly Tri-Rail ticket; with the need to pay \$50 monthly to transfer, for many people this would create a hardship.
- Mr. DeCossio presented handouts showing "coming soon" EZ Card advisories.
- At the heavily travelled destination stations, like Brickell, Government Center and Civic Center, much advertisement will be used. Vinyl ads will be posted. This signage will be used in conjunction with a brochure which will explain the process. It will explain the card as well as how to use the machines.

- The website is currently being worked on; it will allow for information, a clip of the media, car registration, as well as entering bank information.
- Outlets have been added such as flea markets and check-cashing stores.
- Equipment will begin being installed heading southward from the Palmetto Station.
- The EZ Card will allow uploading of any fare media.
- There will no longer be paper transfers. Cash can still be paid for bus fare. A passenger must have an EZ card in order to avoid paying full fare for each segment of a connecting bus ride. With an EZ card, the first bus ridden will charge the full fare when tapped; all subsequent transfers will charge only the transfer fee when the EZ Card is tapped. Automatic replenishing can take place after the initial uploading of funds takes place with a credit or debit card.
- Some transfer issues still need to be resolved with each of the agencies involved.
- Wackenhut will have the ability to “read” a card to determine whether the fare has been paid.

I2. DUMP THE PUMP

- Mr. Goodman met with Mr. Udvardy and Ms. Ryan of South Florida Commuter Services and is in agreement about starting the campaign earlier in 2009 than in prior years. The main event would still take place in mid-June, but there would be much more consumer and employer-based involvement starting in April. The intention is for heavy use of the website as well as transit partners. It is important to determine which companies join the effort.
- The “green” message would be the priority.
- Scratch-off tickets will not be used again as they didn’t produce enough results last year.
- Radio remotes will be used at stations on the actual Dump the Pump day.
- A greater outreach will take place via supermarket sign-ups, sports events and community events. The mascot, Conductor George Green will be in evidence as often as possible. Street teams will be used to create greater awareness.
- Palm Tran’s intermodal facility is underway with May completion expected. This service improvement would work well toward this effort.

I3. APTA MARKETING AND COMMUNICATIONS WORKSHOP

- This Workshop will take place in San Francisco from February 22-25.
- At this point, 50 people have registered. 80 hotel rooms have been blocked out.
- Due to the economy, many cutbacks nationwide are curtailing attendance.
- Media Training will again be one of the sessions. It was very successful last year.
- Last year’s program had a strong PIO tracking. This year it will not take place.
- The initial phone calls have taken place for the Customer Service Challenge.
- Ms. Arnold spoke with Jack Gonzalez of APTA, relative to a wider scoring range. A scoring range of 1, 2 or 3 does not allow for a fair enough grading system.

I4. 2009 PROJECTS

Discussed under “Agency Reports”

I5. SCHEDULE AND BUS UPDATES

- Ms. Finke said that 50% of Palm Tran's routes will change thus making the Guidebook obsolete.
- A contract for printing the Guidebook and selling advertising is being offered. The first that is awarded the contract will be responsible for all aspects of producing the Guidebook, design, graphics, selling advertising, printing and distributing.

AGENCY REPORTS

BROWARD COUNTY TRANSIT

No representation at this meeting

FDOT

No representation at this meeting

MIAMI-DADE TRANSIT

- Mr. DeCossio stated he has a lot of "trade" available to him with one specific radio station.
- Adopt-a-Station is ongoing with hopes of getting results by June. Five or six stations appeared to be accounted for.
- Hybrid buses are on order.
- Mr. DeCossio will be doing a presentation to the Brickell Station Committee to determine whether public funding can be found for this project. There is a lot of interest in this station.
- A new transit map has been published.
- MDT has embarked on an anti-graffiti campaign with the School of the Art, "Would You Like Being Defaced?" It shows graffiti on people to hopefully get the message across.
- MDT has embarked on a courtesy campaign for example to discourage people from putting their feet up on seats, etc.
- Guitar Town (competition) is coming to Miami around the Metromover stations.

PALM TRAN

- The intermodal facility will be opening in late spring, the Automated Vehicle Locator (AVL) in June, the Park and Ride in Wellington in June, the Martin County Express in June or July, and the Belle Glade Garage.
- Working on a social network.
- Working on Guidebooks.
- The Link is doing very well with 6,000 rides.
- Working on the new advertising contract which will go out for bid.
- Exhibiting at the South Florida Fair.
- May have to cut 2010's budget by \$3 million.
- The last Transit Works TV show is upcoming.
- Mobility training session in January with Easter Seals.

SOUTH FLORIDA COMMUTER SERVICES

- Mr. Udvardy stated that much of the efforts have revolved around the 95 Express which has well-exceeded expectations.

- As part of the Stimulus Package, FDOT is looking to accelerate 95 Express into Broward County.
- There is a major construction effort with the Routes 826/836 interchange.
- The SFCS recently inaugurated the Wannado City bus partnership with BCT.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/TRI-RAIL

- Ms. Arnold stated that funding is the biggest issue facing the SFRTA/Tri-Rail. The SFRTA will follow the lead of Orlando and Tampa and support their efforts.
- Stimulus projects have been submitted.

OLD BUSINESS

None

NEW BUSINESS

None

With no further comments, the meeting adjourned at 3:20 p.m.

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 February 27, 2009

JANUARY RIDERSHIP

Total monthly ridership for January has increased 8.0 % when compared to January of last year. Weekday ridership has increased by 4.2% for January, while the average weekday ridership in January 2009 was 14,162 per day versus 12,972 per day for 2008. Total weekend ridership has increased by 19.9% when compared to last year. Total Fiscal Year ridership is up by 23.4%.

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 January 2009	Actual January 2008	January '09 vs. '08 %	FY 09 Rider ship To Date	FY 08 Rider ship To Date	FYTD 09 vs '08 %
M-F	297,401	285,388	4.2%	2,224,969	1,794,872	24.0%
Saturday	28,497	19,631	45.2%	166,981	139,362	19.8%
Sunday	21,255	16,797	26.5%	143,623	120,768	18.9%
Holidays	4,184	3,537	18.3%	22,241	17,562	26.6%
	<u>351,337</u>	<u>325,353</u>	<u>8.0%</u>	<u>2,557,814</u>	<u>2,072,564</u>	<u>23.41%</u>

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

Chart 1 - SFRTA Riders and Revenue Trends

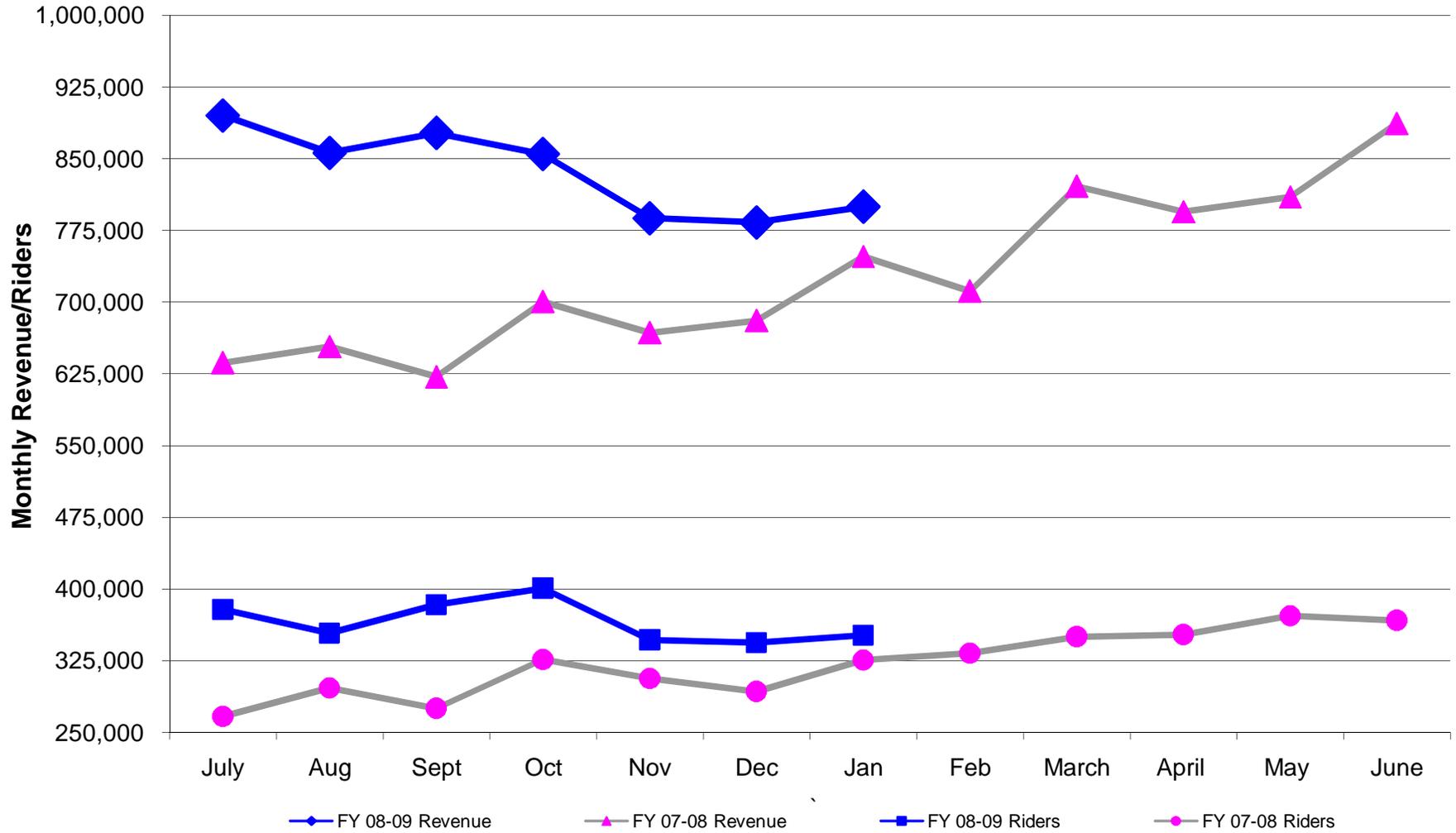


Chart 2 - SFRTA Riders

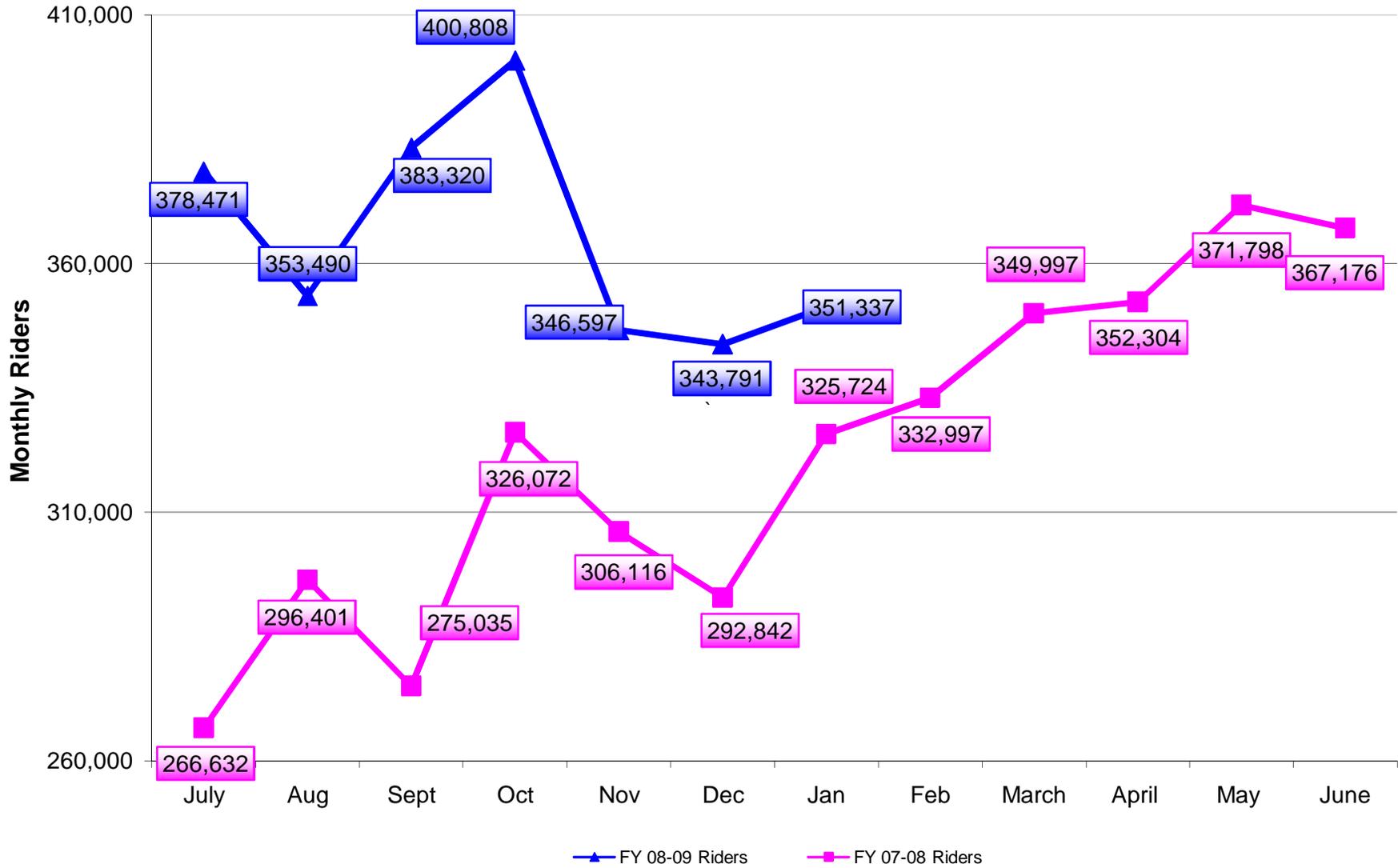
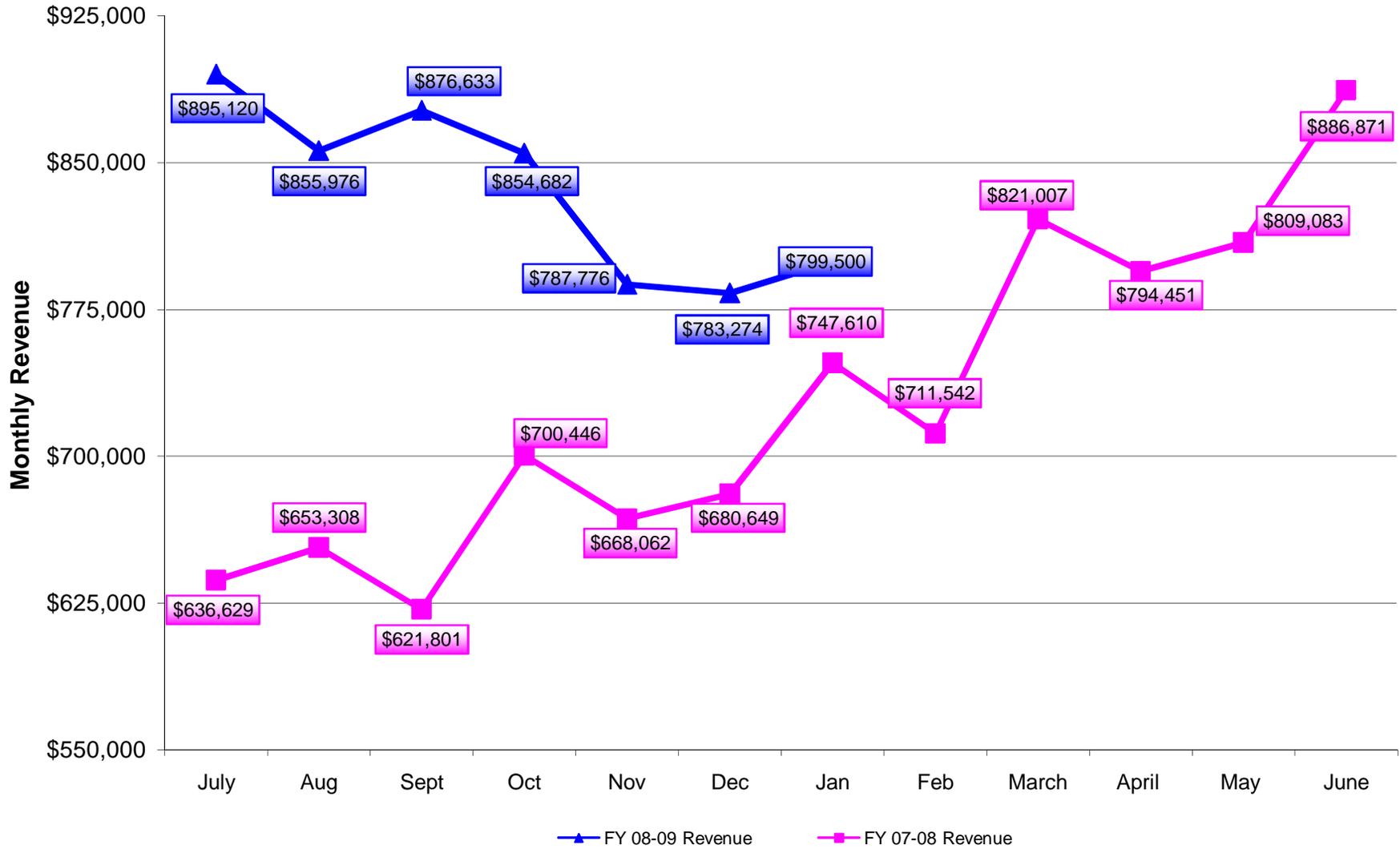


Chart 3 - SFRTA Revenue



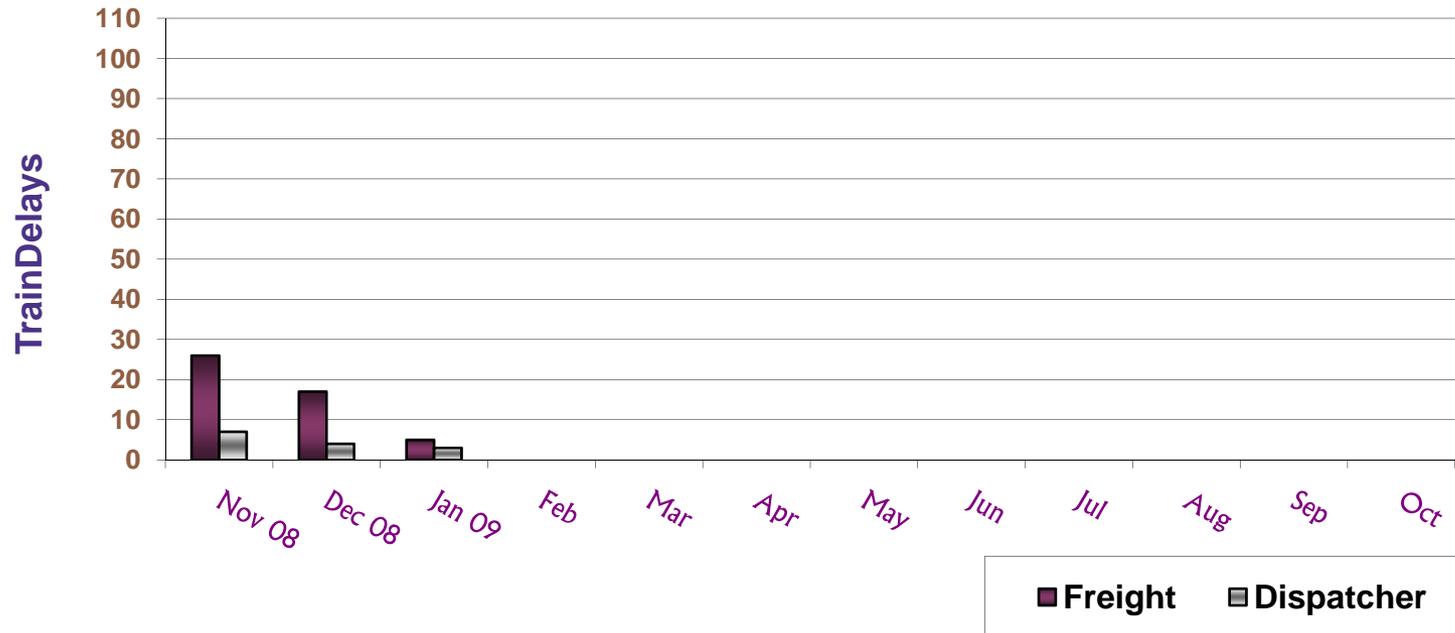


JANUARY 2009 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			67.6%
OTP Station To Station			56.7%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF <u>TOTAL</u> TRAINS
DELAY CAUSES			
PD/FD Activity	4	39	3.2%
<u>SUB-TOTAL</u>	4	39	3.2%
CSX AGREEMENT			
CSX FRIEGHT	3	5	0.4%
LOCAL SWITCHER	9	21	1.7%
JAX DISPATCHER	3	3	0.2%
MOW	7	24	2.0%
<u>SUB-TOTAL</u>	22	53	4.4%
OUTSIDE CSX			
COMMUNICATIONS	3	6	0.5%
SIGNALS-COMP.	8	72	6.0%
CSX RULE 100J	0	0	0.0%
<u>SUB-TOTAL</u>	11	78	6.4%
BOMBARDIER MECHANICAL			
VEOLIA TRANSPORTATION	0	0	0.0%
AMTRAK	4	5	0.4%
FEC DELAY	7	11	0.9%
WEATHER	0	0	0.0%
ROW FOUL	0	0	0.0%
<u>SUB-TOTAL</u>	18	62	5.1%
OTHER			
3rd PARTY	14	33	2.7%
DMU MECHANICAL	6	9	0.7%
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	17	1.4%
EFFICIENCY TESTING	2	8	0.7%
<u>SUB-TOTAL</u>	85	206	17.0%
TRAINS DELAYED			
TERMINATED / ANNULLED		15	1.2%
TRAINS ON TIME		819	67.7%
TOTAL		1210	100.0%

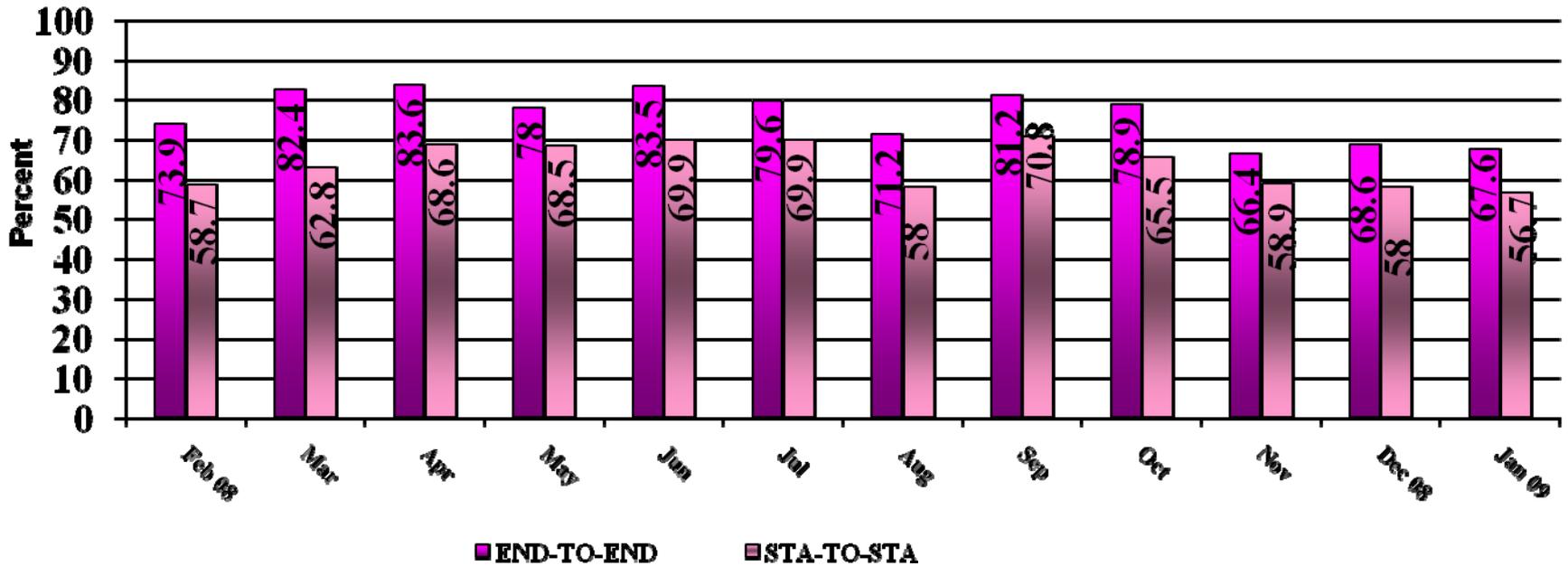


CSXT JAX Dispatcher & Freight Delays 2009



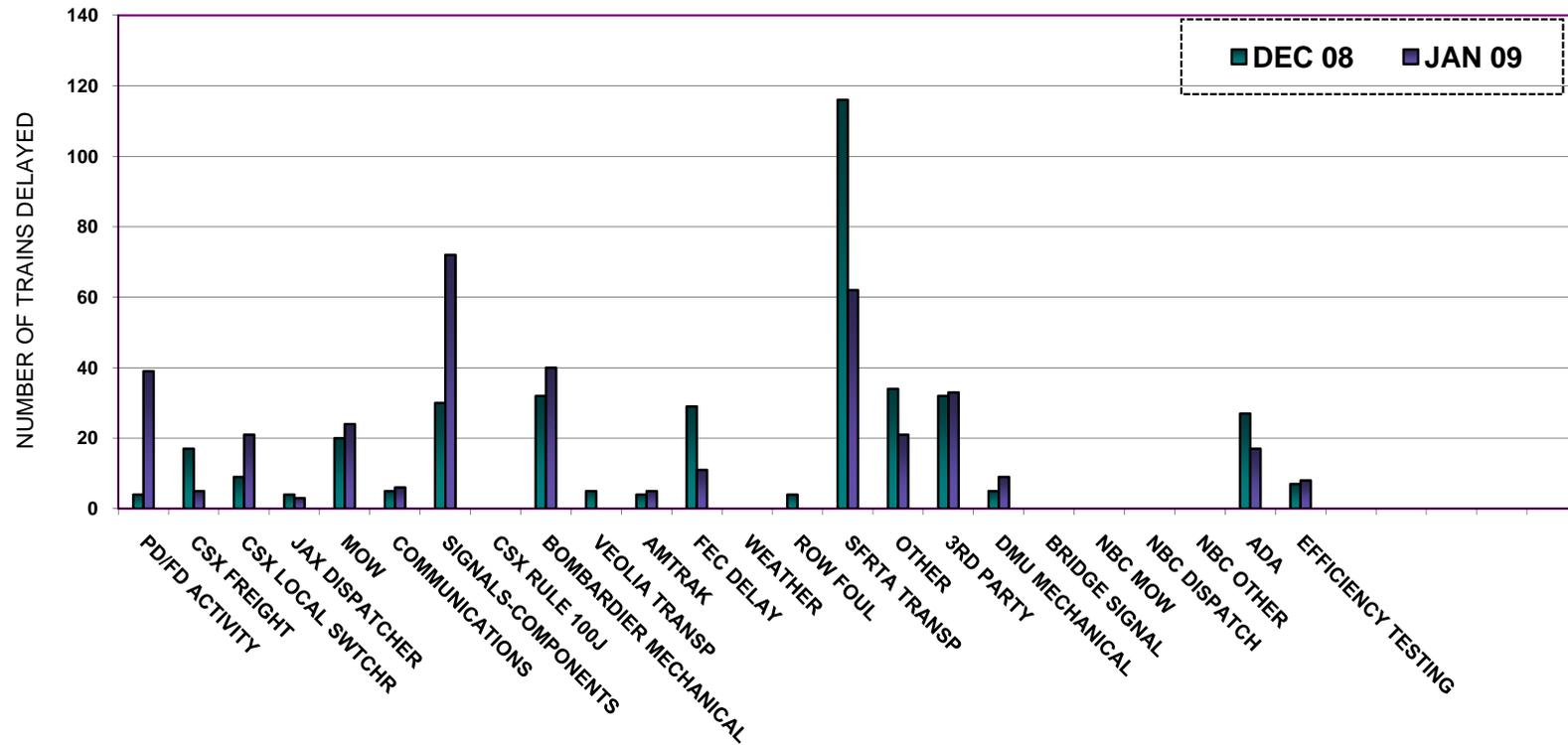


On-Time Performance Calendar Year 2009

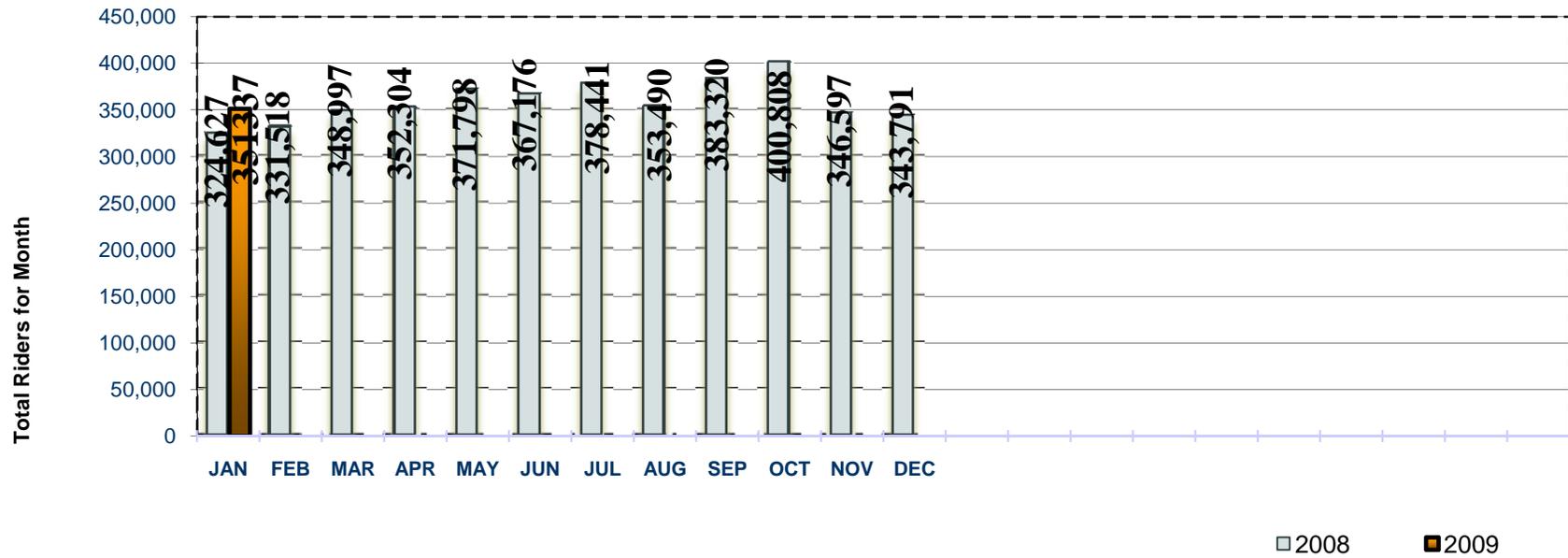




TRAIN DELAYS 2009

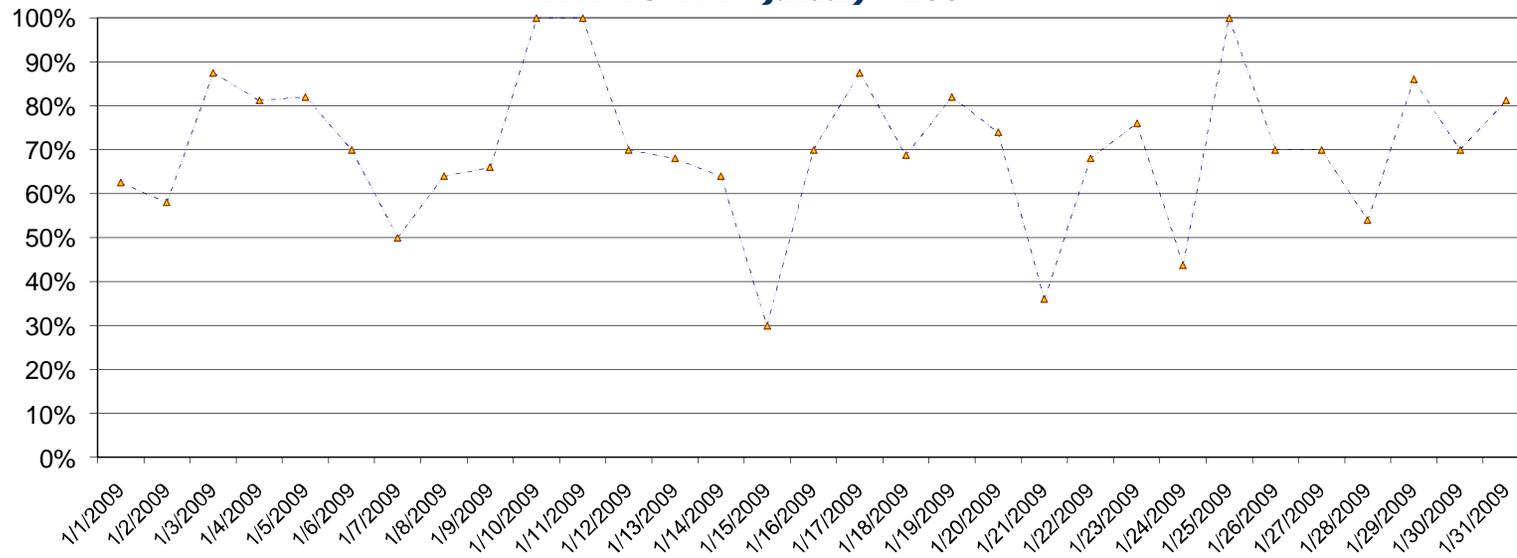


SFRTA Tri-Rail Monthly Ridership 2008-2009





ON TIME PERFORMANCE END TO END January - 2009



AGENDA ITEM D

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING DEPARTMENT MONTHLY SUMMARY FOR JANUARY 2009
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 14 new employers and 154 new employees during the month of January.

- The total number of EDP tickets recorded as sold in January was 3,609 and the total revenue generated was reported as \$168,346.03.

The following companies joined the EDP in January:

Employer	Enrollment Date	City
Ace Drugs, Inc. dba Hollywood Medical Supply	1/14/2009	Hollywood
Creston Aviation	1/09/2009	Fort Lauderdale
CTV24 Shopping Network, Inc.	1/28/2009	Hialeah
Florida Engineering & Testing	1/12/2009	Pompano Beach
Happy & Healthy Products	1/09/2009	Boca Raton
Hartford Precious Metals, LLC	1/20/2009	Pompano Beach
ICA Collections, Inc.	1/09/2009	Tamarac
National Maintenance Services, Inc.	1/28/2009	Delray Beach
Philippe Martineau, MD	1/22/2009	West Palm Beach
Q Art Services	1/09/2009	Jupiter
Sherwin-Williams	1/14/2009	Fort Lauderdale
Sky Bird Travel & Tours	1/09/2009	Fort Lauderdale
Tile & Marble Collection, Inc.	1/09/2009	Dania Beach
Winn-Dixie	1/28/2009	Fort Lauderdale

EDP SALES MISSIONS

Employer	City
Boynton Mail Center	Boynton Beach
Classic Yacht Refinishing	Fort Lauderdale
CTV 24 Shopping Network, Inc.	Hialeah
Deaf Service Center of Palm Beach County	Delray Beach
Family & Friends Provision Center	West Palm Beach
Global Realty Consulting Group, Inc.	Delray Beach
ITT Technical Institute	Fort Lauderdale
Martin Precise Products	Dania
Medi-Care Home Health, LLC	Boynton Beach
Metlife	Boca Raton
NewsRadio 1290 WJNO	West Palm Beach
Peco Proshop	Delray Beach
Renaissance Self Storage	Boynton Beach
Ritz-Carlton	Palm Beach
Siegel Chiropractic Center	Boynton Beach
Sparkle Clean Carwash	Boynton Beach
SuperClubs	Fort Lauderdale
Tourmaline Event Productions, Inc.	Boynton Beach
United Storage Boynton Beach	Boynton Beach
Wachovia Insurance Services	West Palm Beach
ZipX Fort Lauderdale	Fort Lauderdale

MARKETING DEPARTMENT – JANUARY ACTIVITIES:

BOOMER TIMES EXPO

Members of the South Florida Regional Transportation Authority/Tri-Rail Marketing and Customer Service Department staffed the first-ever annual Boomers Expo presented by *BoomerTimes* and *SeniorLife* magazines at the Seminole Hard Rock Hotel & Casino on Thursday, January 29, 2009 from 10 a.m. – 8 p.m. The event drew approximately 5,000 guests and the staffed SFRTA/Tri-Rail booth really enabled representatives to reach out to the senior population about the benefits of public transportation.

CORPORATE OUTREACH MEETING

A meeting was held in Miami-Dade Transit's offices with outreach representatives from the SFRTA/Tri-Rail, South Florida Commuter Services and South Florida Vanpools, for the introduction of the new MDT Corporate Outreach Coordinator.

RAIL FUN DAY

More than 2,000 people, many of them children, turned out to celebrate Tri-Rail's 20th Anniversary "Rail Fun Day" event held at Tri-Rail's Fort Lauderdale/Hollywood International Airport Station at Dania Beach on January 10. The star of the event was Conductor George Green, the South Florida Regional Transportation Authority/Tri-Rail's first-ever mascot. Conductor Green will be helping to deliver the message that Tri-Rail and public transportation is not only the "way to go," but is also a great way to "go green." The free festivities included face painting, cookie decorating, musical performances, pet adoptions, product sampling from Pollo Tropical® and more. SFRTA/Tri-Rail Marketing and Customer Service Representatives were on-hand to help staff the booths and provide assistance/direction for event attendees.

TRANSPORTATION DAY

SFRTA/Tri-Rail Marketing Representatives attended a transportation fair at Tyco Fire & Security's Boca Raton offices to promote public transportation and boost Employer Discount Program membership.

TELEPHONE CONFERENCES

SFRTA/Tri-Rail Marketing Representatives were involved in two separate telephone conferences to discuss instituting a pre-tax program for both the Florida Power & Light Group and Office Depot Headquarters; incorporating WageWorks, who would serve as the intermediary.

ONGOING COMMUNITY OUTREACH ACTIVITIES

Broward Traffic Incident Management Monthly Meeting

Public Information Management Team Quarterly Meeting

South Florida Regional Planning Council – Clean Cities Quarterly Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

January 2009

Budgeted Income Statement

Revenue:

For January 2009 year-to-date (YTD) actual revenue is up \$899,631 or 18% when compared to the FY 2008/09 YTD budgeted revenue. Actual revenue is up \$1,032,638 or 21% 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 \$1,950,355 below budget. (see Expenses below).

Expenses:

Currently, expenses are \$1,950,355 or 6% 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 January 31, 2009, the average price of fuel per gallon is \$1.50. Staff will continue to monitor the price of fuel.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
1/01/09 TO 1/31/09**

REVENUE	JANUARY 2009 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2007-08 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$799,500	\$5,852,961	\$4,930,840	\$922,121	\$8,721,507	\$2,868,546
Interest Income / Other Income	8,250	69,385	91,875	(22,490)	157,500	88,115
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$807,750	\$5,922,346	\$5,022,715	\$899,631	\$8,879,007	\$2,956,661
OPERATING ASSISTANCE						
FDOT Operating JPA	568,783	9,233,580	9,272,022	(38,442)	\$12,405,894	3,172,314
FDOT Feeder Service JPA	-	2,401,810	2,768,228	(366,418)	3,024,780	622,970
FDOT Contracted Dispatch Service	-	2,657,954	3,496,381	(838,427)	6,418,060	3,760,106
FDOT-Marketing Grant	-	-	-	-	250,000	250,000
FHWA	209,750	1,719,427	2,322,033	(602,606)	4,000,000	2,280,573
FTA Assistance	-	6,072,046	6,716,507	(644,461)	13,406,498	7,334,452
Counties Contribution	3,366,448	3,366,448	3,726,082	(359,634)	12,405,894	9,039,446
Broward Co. Feeder Service	-	-	-	-	662,514	662,514
Other Local Funding	-	-	-	-	100,000	100,000
TOTAL ASSISTANCE	\$4,144,981	\$25,451,265	\$28,301,252	(\$2,849,987)	\$52,673,640	\$27,222,375
TOTAL REVENUE	\$4,952,731	\$31,373,612	\$33,323,967	(\$1,950,355)	\$61,552,647	\$30,179,036
EXPENSES						
Train Operations	2,549,171	18,659,719	19,120,474	460,756	35,738,856	17,079,138
Personnel Services	935,084	4,718,998	4,890,312	171,314	8,744,759	4,025,761
Train Fuel Contract	580,496	4,538,242	5,082,305	544,063	9,207,166	4,668,924
Feeder Service	417,391	1,815,255	2,037,287	222,032	3,923,920	2,108,665
General & Administrative Expenses	383,083	1,135,029	1,260,804	125,775	2,074,600	939,571
Marketing Expenses	67,804	390,163	485,792	95,629	1,097,072	706,909
Professional Fees	118,302	618,891	723,013	104,121	1,239,450	620,559
Reserve	-	-	291,667	291,667	500,000	500,000
Expenses Transferred to Capital	(98,600)	(502,685)	(567,686)	(65,001)	(973,176)	(470,491)
TOTAL EXPENSES	\$4,952,731	\$31,373,612	\$33,323,967	\$1,950,355	\$61,552,647	\$30,179,036



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During January 2009, the SFRTA's Accounts Payable division processed 286 invoices totaling \$2,495,046.58 and disbursed 188 checks, excluding payroll, totaling \$3,173,543.68.

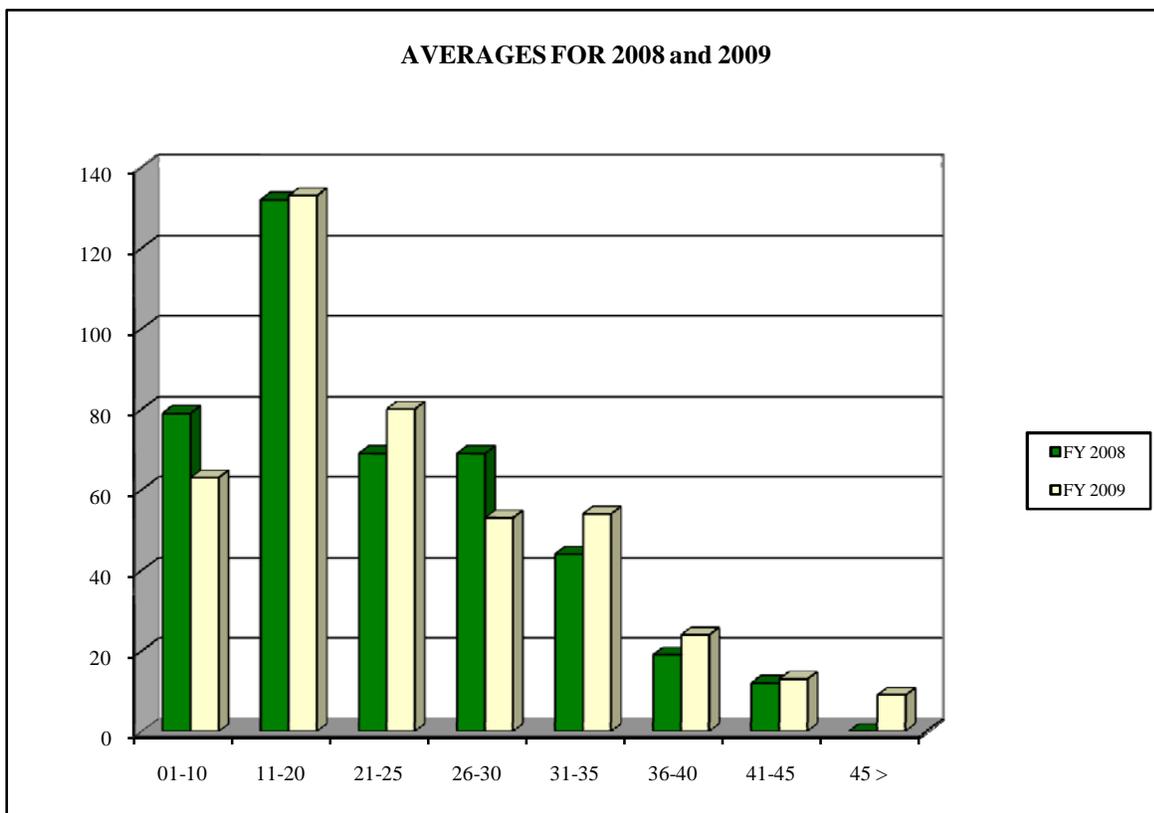
Invoices over \$2,500 represent 32.0% (60 checks) of all invoices processed in the month of January, and represent 97.0% of the value (\$3,075,041.70) of all checks processed in December 2008.

Accounts Payable processed 68.3% (41 checks) of the checks over \$2,500 within the 21-25 days, with 76.7% (46 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 PAYMENT CYCLE REPORT - JANUARY 2009
 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	14.7%	0 -10 Days	18.6%
11-20 Days	31.0%	11-20 Days	31.1%
21-25 Days	18.6%	21-25 Days	16.3%
26-30 Days	12.4%	26-30 Days	16.3%
31-35 Days	12.6%	31-35 Days	10.4%
36-40 Days	5.6%	36-40 Days	4.5%
41-45 Days	3.0%	41-45 Days	2.8%
Over 45 Days	2.1%	Over 45 Days	0.0%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2009
INFORMATION ITEM: PAYMENTS OVER \$2,500
JANUARY 1 THRU JANUARY 31, 2009

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
12/3/2008	12/9/2008	1/9/2009	1/9/2009	37	BOMBARDIER MASS TRANSPORT	Commuter Rail Fleet Maintenance -11/01-30/08	814,843.00
12/30/2008	1/30/2009	1/30/2009	1/30/2009	31	NATIONAL RAILROAD PASSENGERS	Dispatch Svcs -12/08	189,227.75
12/23/2008	1/7/2009	1/9/2009	1/9/2009	17	UNUM LIFE INSURANCE	Long Term Disability	3,930.46
12/10/2008	12/10/2008	2/4/2009	2/4/2009	56	BOMBARDIER MASS TRANSPORT	DMU Cleaning Svcs -11/01-30/08	10,946.58
12/11/2008	12/18/2008	1/9/2009	1/13/2009	33	ALL STAR ENGRAVING & SIGN	Lapel Pin -12/06/08	5,795.00
12/11/2008	12/15/2008	1/9/2009	1/13/2009	33	FLORIDA POWER & LIGHT	Station Utilities -12/08	33,042.27
1/2/2009	1/7/2009	1/9/2009	1/13/2009	11	HDR ENGINEERING INC	Commuter Rail Track & Signal Field Supp -09/28-10/25/08	22,825.68
12/24/2008	12/24/2008	1/9/2009	1/13/2009	20	WACKENHUT CORPORATION	Wackenhut WE -12/15-21/08	87,714.01
12/11/2008	12/23/2008	1/9/2009	1/13/2009	33	ACS TRANSPORT SOLUTIONS	Repair TVM Coin Verifiers	9,100.00
12/30/2008	12/30/2008	1/9/2009	1/13/2009	14	BERGMANN ASSOCIATES INC	NRB Track Inspection -06/28-12/12/2008	2,806.88
1/2/2009	1/9/2009	1/9/2009	1/13/2009	11	THE HARTFORD	Commerical Fleet Insurance	56,823.57
12/23/2008	1/9/2009	1/9/2009	1/13/2009	21	ACORDIA WPB DIVISION	Workers Comp Ins	9,523.43
1/5/2009	1/9/2009	1/16/2009	1/20/2009	15	BITNER GOODMAN	Mrkt/PR Svcs -12/08	24,903.38
12/23/2008	1/9/2009	1/16/2009	1/20/2009	28	CDW G	McAfee AVD 1Year Support/Downloa	2,825.00
12/23/2008	1/12/2009	1/16/2009	1/20/2009	28	DTIGAL PRINTING SYSTEM	25,500 Non-Magnetic 12 Trip Tickets	5,406.00
1/12/2009	1/12/2009	1/16/2009	1/20/2009	8	FLORIDA POWER & LIGHT	Station Utilities -12/08	4,444.20
1/2/2009	1/7/2009	1/16/2009	1/20/2009	18	MERIDIAN MANAGEMENT	Station Maintenance -12/12/2008	4,391.32
12/23/2008	1/9/2009	1/16/2009	1/20/2009	28	RAIL TECH CONSULTANTS	PIS Parts and Labor -12/08	2,780.00
1/9/2009	1/13/2009	1/16/2009	1/20/2009	11	WACKENHUT CORPORATION	Security Officers	451,816.57
1/9/2009	1/9/2009	1/23/2009	1/27/2009	18	AT & T	Reg Summ -01/01/2009	24,083.77
1/14/2009	1/16/2009	1/23/2009	1/27/2009	13	HDR ENGINEERING INC	Sampling Parcels WO# 6 -08/20/2008	20,068.98
1/26/2009	1/26/2009	1/26/2009	1/28/2009	2	PROLOGIS TRUST	Office Rent	51,542.94
1/20/2009	1/22/2009	1/29/2009	2/3/2009	14	BITNER GOODMAN	MRKT/PR Svcs -12/2008	6,168.83
1/9/2009	1/27/2009	1/29/2009	2/3/2009	25	C2 GROUP	Fed/Leg Consulting Svcs -12/2008	10,000.00
12/17/2008	1/25/2009	1/29/2009	2/3/2009	48	CSX TRANSPORTATION	CSX Bridge Tender -10/01-31/2008	20,798.70
1/22/2009	1/22/2009	1/29/2009	2/3/2009	12	FLORIDA POWER & LIGHT	Station Utilities -01/09	26,798.40
1/12/2009	1/22/2009	1/29/2009	2/3/2009	22	GREENBERG TRAUIG	General Counsel Base Contract	11,000.00
1/21/2009	1/28/2009	1/29/2009	2/3/2009	13	LIMOUSINES OF SOUTH FLORIDA	Feeder Services -01/09	291,120.00
1/14/2009	1/26/2009	1/29/2009	2/3/2009	20	MERIDIAN MANAGEMENT	Station Maint -12/01-31/08	110,822.37
1/12/2009	1/27/2009	1/29/2009	2/3/2009	22	RAIL TECH CONSULTANTS	PIS Parts and Labor -01/09	2,600.00
1/23/2009	1/26/2009	1/29/2009	2/3/2009	11	WACKENHUT CORPORATION	Wackenhut WE -01/11/2009	175,582.70
12/31/2008	1/29/2009	1/29/2009	2/3/2009	34	RESPECT OF FLORIDA	Janitorial Svcs -12/01-31/08	5,122.77
				32	TOTAL OPERATING EXPENDITURES		\$ 2,498,854.56
CAPITAL EXPENDITURES							
1/12/2009	1/12/2009	1/12/2009	1/12/2009	0	JODY MOORE	DMU Deliverly #704 -12/29/08-01/07/09	3,240.00
1/22/2009	1/22/2009	1/23/2009	1/23/2009	1	JODY MOORE	DMU Deliverly #704 -01/08-17/09	3,000.00
1/28/2009	1/28/2009	1/28/2009	2/3/2009	6	NORFOLK SOUTHERN RAILWAY	Svc to move DMU# 704 from Birmingham to Jacksonville, FL	50,603.00
1/2/2009	1/7/2009	1/9/2009	1/13/2009	11	BERGMANN ASSOCIATES	Design and Const Pkg Lot WPB -11/01-12/12/08	7,450.39
12/23/2008	1/7/2009	1/9/2009	1/13/2009	21	KIMLEY HORN AND ASSOCIATES	Gen Consult Plan -10/01-11/30/08	3,454.28
12/23/2008	1/2/2009	1/9/2009	1/13/2009	21	LTK ENGINEERING SERVICES	Rolling Stock Acqu -11/2/07	25,734.64
12/22/2008	12/29/2008	1/9/2009	1/13/2009	22	PB AMERICAS, INC	Final Design Documents	5,161.09
12/30/2008	12/30/2008	1/9/2009	1/13/2009	14	BERGMANN ASSOCIATES	Rolling Stock Project Mgmt Oversight -11/01-12/12/2008	8,979.05
12/15/2008	12/30/2008	1/9/2009	1/13/2009	29	BOOZ ALLEN & HAMILTON	UAFC System -11/1/08-11/30/08	24,247.15
1/9/2009	1/9/2009	1/9/2009	1/13/2009	4	STEVE JANSHEGO	Colorado Railcar Maint -01/09	2,615.38
12/18/2008	1/14/2009	1/16/2009	1/20/2009	33	FLORIDA ATLANTIC UNIVERSITY	FAU Sponsored Research Agreement -9/22 -11/30/2008.	5,000.00
12/8/2008	1/13/2009	1/16/2009	1/20/2009	43	NATIONAL BUSINESS FURNITURE	HR Training Room Furniture	11,637.90
12/19/2008	1/28/2009	1/16/2009	1/20/2009	32	PARSONS TRANSPORTATION	UAFC Consult Svcs -12/17/08	100,377.43
12/30/2008	1/2/2009	1/16/2009	1/20/2009	21	URS CORPORATION	79th Street Eng/Consult -11/28/2008	48,967.74
10/16/2008	12/18/2008	1/16/2009	1/20/2009	96	GREENBERG TRAUIG	Gen Coun CC -09/30/08	8,666.40
9/22/2008	12/18/2008	1/16/2009	1/20/2009	120	GREENBERG TRAUIG	Gen Coun MIC -08/31/08	3,981.99
1/12/2009	1/22/2009	1/23/2009	1/27/2009	15	GREENBERG TRAUIG	Gen Coun Mic -12/31/08	4,437.60
1/14/2009	1/15/2009	1/23/2009	1/27/2009	13	CARTER AND BURGESS INC	Project Manager WO #10 -11/4-11/21/2008	13,814.06
12/31/2008	1/13/2009	1/23/2009	1/27/2009	27	DELL	Comp Equipment	22,341.95
1/12/2009	1/22/2009	1/23/2009	1/27/2009	15	EEO CONSULTANTS, INC	EEO / Affirmative Action Plan -12/08	3,500.00
1/21/2009	1/24/2009	1/23/2009	1/27/2009	6	HDR ENGINEERING INC	Design Svc Temporary Parking Lot WPB -11/23-12/27/08	83,597.92
1/13/2009	1/16/2009	1/23/2009	1/27/2009	14	PB AMERICAS	SFRTA (TDP) Major Update -01/08	37,297.18
1/26/2009	1/26/2009	1/26/2009	1/28/2009	2	TRI COUNTY RAIL CONSTR.	3rd Adj Seg 5 Contract Controlled Ins Program -01/09	13,674.00
1/14/2009	1/27/2009	1/29/2009	2/3/2009	20	CARTER AND BURGESS INC	Project Manager WO #10 -11/22-01/02/2009	15,963.75
12/19/2008	1/6/2009	1/29/2009	2/2/2009	45	GANNETT FLEMING INC	WO# 2 Retainage Release -11/21/2008	49,870.75
1/15/2009	1/22/2009	1/29/2009	2/3/2009	19	HDR ENGINEERING INC	Pomp Bch Station West Parking Lot - 10/26-11/22/2008	4,826.49
1/26/2009	1/28/2009	1/29/2009	2/3/2009	8	MERIDIAN MANAGEMENT	GG Development Scope Work	6,750.00
1/26/2009	1/28/2009	1/29/2009	2/3/2009	8	QUALITY AIR CONDITIONING	Off Maint -11/21/2008	6,997.00
				28	TOTAL CAPITAL EXPENDITURES		\$ 576,187.14
				60	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 3,075,041.70

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2009
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
JANUARY 1, 2009 TO JANUARY 31, 2009**

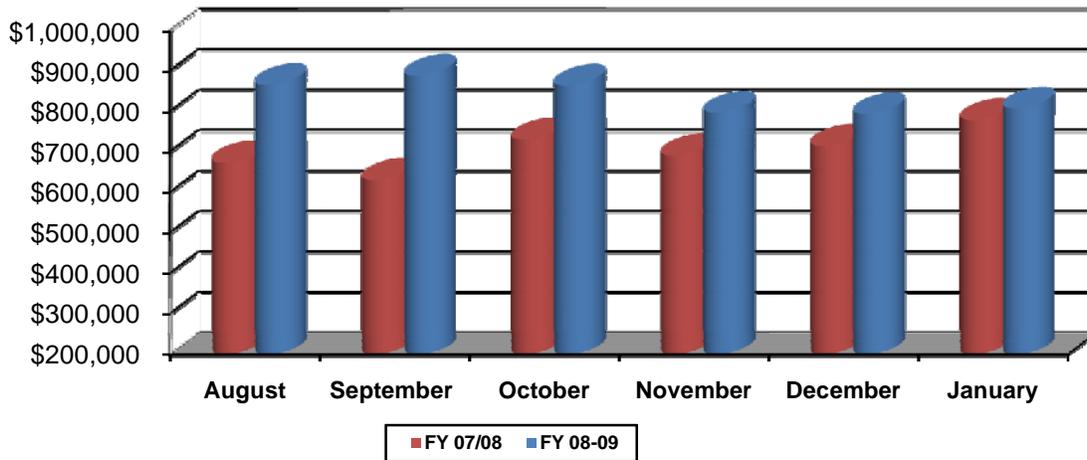
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	10	16.7%	16.7%
11-20 days	23	38.3%	55.0%
21-25 days	8	13.3%	68.3%
26-30 days	5	8.3%	76.7%
31-35 days	7	11.7%	88.3%
36-40 days	1	1.7%	90.0%
41-45 days	2	3.3%	93.3%
Over 45 days	4	6.7%	100.0%
TOTAL CHECKS	60	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- JANUARY 2009**

REVENUE - JANUARY 2009

DESCRIPTION	Jan-08	Jan-09	VARIANCE	%
Weekday Sales	659,647	665,731	6,084	0.9%
Weekend Sales	87,963	133,769	45,806	52.1%
Other Income	31,794	8,250	(23,544)	-74.1%
Total Revenue	779,404	807,750	28,346	3.6%

**Revenue Monthly Trends
FY 07/08 and FY 08/09**

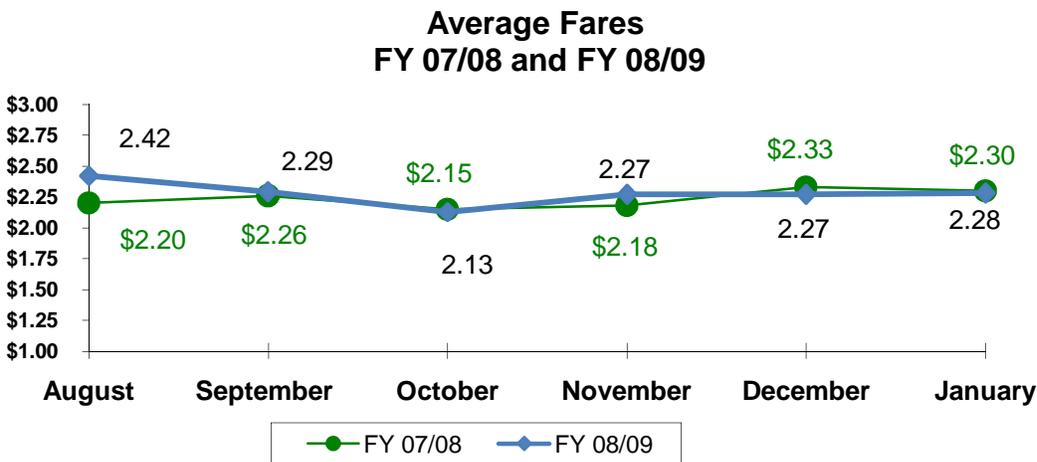


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- JANUARY 2009**

SALES BY TICKET TYPE	JANUARY 2008	JANUARY 2009	PERCENT CHANGE ⁽¹⁾
Palm Beach Schools	32,360	32,360	0%
Employer Disc. Program	129,780	168,346	30%
Group Tour Sales	40	-	-100%
Station Sales:			
One-Way	218,834	235,557	7.6%
Roundtrip	146,049	145,985	0.0%
12 Trips	37,562	31,452	-16.3%
Monthly	61,700	51,479	-16.6%
One-Way Discount	46,720	52,509	12.4%
Roundtrip Discount	37,675	38,959	3.4%
Monthly Discount	36,890	42,853	16.2%
Total Station Sales	585,431	598,794	2.3%
Total Sales	747,611	799,500	6.9%

(1) Percent increase or decrease from previous year

AVERAGE FARE 2.30 2.28



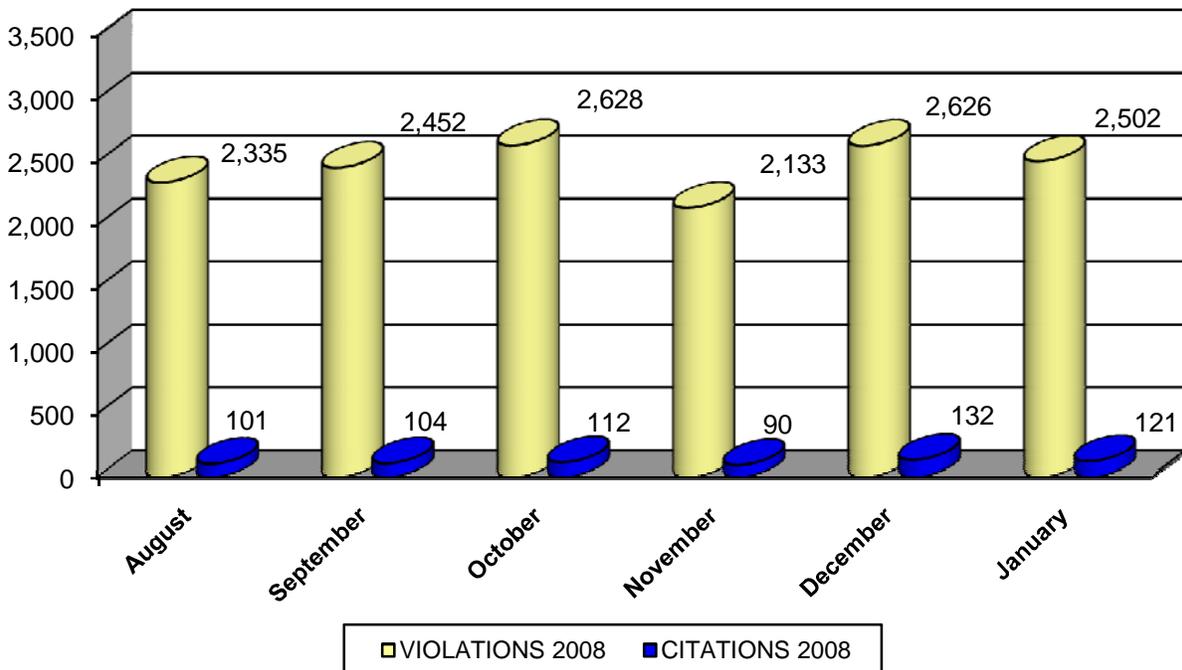
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
AUGUST 2008 THROUGH JANUARY 2009**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
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%
JANUARY 2009	361,145	2,502	121	2,377	103%
AVERAGE	388,458	2,446	110	2,331	107%

FARE EVASION % **0.69%**

FINES \$ **5,231**

**Fare Violations / Citations
FY 2008**





Solicitation Status Report January 2009

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	TBD	N/A	TBD	TBD
09-005	ITB	Dania Beach Parking Garage Contract Admin.: B. Kohlberg Proj. Mgr.: Brandy Creed	3/13/2009	3/16/2009	3/25/2009	4/30/2009	5/22/2009

The cone of silence is in effect for the above solicitations from the advertised date thru contract award.

** Cone of silence effective October 16th, 2008 .



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of January 2009**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed under the Executive Directors Authority for the Month of January, 2009	N/A	N/A	N/A



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of January 2009**

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 January, 2009.	N/A	N/A	N/A



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

***MONTHLY CRIME ANALYSIS SUMMARY
AND FARE EVASION REPORT***

JANUARY 2009

PRESENTED BY

G4S Wackenhut

TIM CATES
PROJECT MANAGER

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
MONTHLY CRIME ANALYSIS SUMMARY**

JANUARY 2009

During the month of January 2009, 2878 incidents were reported to, or by Wackenhut Custom Protection Officers®, of these, one (1) Train vs. Pedestrian (Minor Injuries), one (1) Debris on Tracks, two (2) Fires, three (3) Slip and Falls, four (4) Thefts, three (3) Throwing Objects at Train(s), and one (1) Auto Theft Attempt. A total of five (5) arrests were made during this month.

MAJOR INCIDENTS:

Train Vs Pedestrian (minor injury)

Case #01-09-713

Occurred on 01/08/09, Thursday, at 1500 hours. The P628 struck a pedestrian at MM 1007.35 (Commercial Blvd crossing) resulting in minor injuries to the pedestrian. Broward Sheriff's Office Case # 09-01-00973. Ft Lauderdale Police Department Case # 2972.

BOYNTON BEACH STATION

Theft –monthly pass

Case # 01-09-102

Occurred on 01/02/09, Friday, at 0700 hours. Unknown person(s) reached into the victim's purse that was sitting on the ground next to the bench and removed her monthly pass. The unknown suspect then fled on foot. Boynton Beach Police Department Case # 09-0231.

CYPRESS CREEK STATION

Theft -bicycle

Case #01-09-806

Occurred on 12/29/08, Monday, between 0645-1700 hours. The victim reported to us on 01/09/09 that on 12/29/08 that her bicycle (red/black next 26" 10 speed) was taken from the east platform bike rack. No police report.

DEERFIELD BEACH STATION

Theft –overnight

Case #01-09-940

Occurred between 01/10/09, Saturday, at 2300 hours and 01/11/09, Sunday, at 0200 hours. Unknown person(s) took a utility type trailer and a portable power washer from the Meridian unlocked office area. Broward Sheriff's Office Police Department Case # 09-01-1968.

HOLLYWOOD STATION

Theft –license plate

Case #01-09-1362

Occurred between 01/14/09, Wednesday, 1910 hours and 01/15/09, Thursday, at 0735 hours. Unknown person(s) took the victim's license plate from the vehicle. Hollywood Police Department Case # R3309-01513.

WEST PALM BEACH STATION

Active Warrants

Arrest

Case #01-09-1439

Occurred on 01/16/09, Friday, at 0948 hours. The subject advised the station C.P.O. that he was wanted on active warrants. The subject was held for West Palm Beach Police Department, Case # 09-929.

MANGONIA PARK STATION

Auto Theft Attempt

Case #01-09-1870

Occurred between Friday, 01/16/09 and Wednesday, 01/21/09. The victim, who had his vehicle (1997 Dodge Caravan) parked at the station for several days, found that an unknown person(s) entered the vehicle from the left rear door and damaged the steering column in an attempt to start the vehicle. Palm Beach Sheriff's Office Case # 09-29183.

OUTSTANDING JOB PERFORMANCES

On 01/02/09, Tri-Rail Case # 01-09-0102, a Theft of a Tri-Rail Monthly Ticket, Student ID, and \$6.00 in US Currency from the victim's backpack occurred at the Boynton Beach Station. C.P.O. Burtka recalled the suspect as a regular commuter, had prior interactions with the suspect and gave details regarding his description and employment to the Boca Raton Police Department. Boca Raton Police Department Case # 09-00231.

On 01/09/09, C.P.O. Colin Allan was informed by Boca Raton Police Department Officer that prior to his assignment at the Boca Raton Station there were many Attempted Auto Burglaries and Abandon Vehicles. Since our assignment to this station, these types of incidents have decreased dramatically.

On 01/12/09, Captain Sheila Gore, Captain James Griffin, C.P.O. Arlene Dale, C.P.O. Paul Rentfro, C.P.O. Scott Axtell, C.P.O. Bernard Cassagnol, C.P.O. Kervin Arias, and Lieutenant Parish Tolbert received Thank you letters for going the extra mile to make Family Fun day such a success.

On 01/12/09, during a ticket check, C.P.O. Brake discovered a passenger that did not have his 12 Trip Ticket validated. During further investigation, C.P.O. Brake recalled that the suspect was trespassed prior to this incident. Broward Sheriff's Office was contacted and suspect was arrested for Fare Evasion.

On 01/21/09, at the Operations Center, C.P.O. Lansperry approached an elderly woman that needed assistance in finding her way home by making contact with the Miami Dade Police Department who escorted her to the county line. Broward Sheriff's Office will then escort her to her home.

On 01/23/09, at the Metrorail Station, C.P.O. Jason Franks assisted a man that was buying tickets for his family that had already boarded the train and became separated from his four small children and four elderly adults. C.P.O. Franks made contact with C.P.O. Bernard on the train and reunited the family at the next station.

On 01/25/09, on the P661, C.P.O. Cassagnol and C.P.O. R. Reid received a BOLO for a young female passenger that was missing from her home. Once the C.P.O.'s recognized the subject, C.P.O. Cassagnol detrained with subject at the next station to reunite subject with her family.

On 01/30/09, at Boca Raton Station, C.P.O. Colin Allan was contacted by the passengers who would like to extend their thanks and appreciation for the excellent job the C.P.O.'s performed the day before in maintaining order in the parking lot and surrounding areas with the unruly behavior of the students and their parents at that station. They would also like to thank the officers because they realized that their complaints were not ignored.

During the month of January, there were no Burglary Autos or Robberies.

THE WACKENHUT CORPORATION

MONTHLY FARE EVASION REPORT

MONTH: January-09

Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
1/1/2009	4,184	5,369	54	3	51	0	128%	1.0%	6%	94%	0%
1/2/2009	9920	10589	134	9	125	0	107%	1.3%	7%	93%	0%
1/3/2009	5,702	4,954	51	3	48	0	87%	1.0%	6%	94%	0%
1/4/2009	5,660	4,234	44	7	37	0	75%	1.0%	16%	84%	0%
1/5/2009	13,736	13,190	105	5	100	0	96%	0.8%	5%	95%	0%
1/6/2009	14,698	15,502	100	8	92	0	105%	0.6%	8%	92%	0%
1/7/2009	15,228	17,124	78	2	76	0	112%	0.5%	3%	97%	0%
1/8/2009	15,188	15,777	99	6	92	1	104%	0.6%	6%	93%	1%
1/9/2009	14,812	15,333	105	8	97	0	104%	0.68%	8%	92%	0%
1/10/2009	5,912	4,388	30	2	28	0	74%	0.68%	7%	93%	0%
1/11/2009	5,375	4,062	54	0	54	0	76%	1.33%	0%	100%	0%
1/12/2009	15,442	16,181	111	7	103	1	105%	0.69%	6%	93%	1%
1/13/2009	14,924	16,679	114	3	111	0	112%	0.68%	3%	97%	0%
1/14/2009	14,971	16,266	85	2	83	0	109%	0.52%	2%	98%	0%
1/15/2009	15,322	17,047	78	3	75	0	111%	0.46%	4%	96%	0%
1/16/2009	14,386	15,991	91	4	86	1	111%	0.57%	4%	95%	1%
1/17/2009	5,508	4,885	52	1	51	0	89%	1.06%	2%	98%	0%
1/18/2009	4,989	3,651	34	1	33	0	73%	0.93%	3%	97%	0%
1/19/2009	9,749	10,856	96	1	95	0	111%	0.88%	1%	99%	0%
1/20/2009	14,625	15,400	104	6	98	0	105%	0.68%	6%	94%	0%
1/21/2009	12,353	13,215	100	3	97	0	107%	0.76%	3%	97%	0%
1/22/2009	14,026	14,405	91	5	86	0	103%	0.63%	5%	95%	0%
1/23/2009	14,611	16,792	95	5	90	0	115%	0.57%	5%	95%	0%
1/24/2009	5,819	4,659	42	1	41	0	80%	0.90%	2%	98%	0%
1/25/2009	5,231	4,148	56	5	51	0	79%	1.35%	9%	91%	0%
1/26/2009	14,814	14,805	76	7	69	0	100%	0.51%	9%	91%	0%
1/27/2009	14,403	14,792	86	4	82	0	103%	0.58%	5%	95%	0%
1/28/2009	15,043	14,793	97	1	96	0	98%	0.66%	1%	99%	0%
1/29/2009	14,884	16,369	115	7	108	0	110%	0.70%	6%	94%	0%
1/30/2009	14,266	14,982	87	1	85	1	105%	0.58%	1%	98%	0%
1/31/2009	5,122	4,707	38	1	37	0	92%	0.81%	3%	97%	0%
Totals	350,903	361,145	2,502	121	2377	4	103%	0.69%	5%	95%	0%

THE WACKENHUT CORPORATION

Weekly/Monthly Fare Inspection Report

Month: January-2009

Week	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
01/01/09-01/04/09	25,466	25,146	283	22	261	0	99%	1.13%	8%	92%	0%
01/05/09-01/11/09	84,949	85,376	571	31	539	1	101%	0.67%	5%	94%	0%
01/12/09-01/18/09	85,542	90,700	565	21	542	2	106%	0.62%	4%	96%	0%
01/19/09-01/25/09	76,414	79,475	584	26	558	0	104%	0.73%	4%	96%	0%
01/26/09-01/31/09	78,532	80,448	499	21	477	1	102%	0.62%	4%	96%	0%
Totals	350,903	361,145	2,502	121	2,377	4	103%	0.69%	5%	95%	0%



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
April-98	284,380	170,853	541	495	27	19	60%	0.32%	91%	5%	4%
May-98	180,788	118,150	395	350	28	18	65%	0.33%	89%	7%	5%
June-98	167,931	119,333	605	538	39	28	71%	0.51%	89%	6%	5%
July-98	164,028	114,160	753	675	56	22	70%	0.66%	90%	7%	3%
August-98	175,944	126,223	643	598	29	16	72%	0.51%	93%	5%	2%
September-98	169,522	118,346	442	419	17	6	70%	0.37%	95%	4%	1%
October-98	194,241	137,885	636	613	13	10	71%	0.46%	96%	2%	2%
November-98	172,782	123,556	564	540	11	13	72%	0.46%	96%	2%	2%
December-98	177,662	129,428	533	517	6	10	73%	0.41%	97%	1%	2%
January-99	182,432	140,296	531	509	10	12	77%	0.38%	96%	2%	2%
February-99	184,533	137,924	531	518	8	5	75%	0.38%	98%	2%	1%
March-99	206,134	161,833	710	696	6	8	79%	0.44%	98%	1%	1%
April-99	195,182	146,649	565	555	9	1	75%	0.39%	98%	2%	0%
May-99	185,160	138,211	608	594	8	6	75%	0.44%	98%	1%	1%
June-99	165,130	126,263	533	511	21	1	76%	0.42%	96%	4%	0%
July-99	157,020	124,754	470	373	93	4	79%	0.38%	79%	20%	1%
August-99	183,578	140,002	475	447	23	5	76%	0.34%	94%	5%	1%
September-99	170,632	136,267	407	397	6	4	81%	0.29%	98%	1%	1%
October-99	181,774	155,633	508	484	20	4	86%	0.33%	95%	4%	1%
November-99	186,616	147,986	560	549	7	4	79%	0.38%	98%	1%	1%
December-99	182,591	145,524	563	547	11	5	80%	0.39%	97%	2%	1%
January-00	187,154	144,403	529	520	5	4	77%	0.37%	98%	1%	1%
February-00	198,944	158,269	582	573	5	4	80%	0.37%	98%	1%	1%
March-00	210,339	166,800	519	507	9	3	79%	0.31%	98%	2%	1%
April-00	193,414	170,365	509	500	5	4	88%	0.30%	98%	1%	1%
May-00	207,042	180,112	587	572	9	6	87%	0.33%	97%	2%	1%
June-00	173,063	141,554	680	670	7	3	82%	0.48%	99%	1%	0%
July-00	171,438	131,316	622	613	4	5	77%	0.47%	99%	1%	1%
August-00	204,722	153,674	512	497	9	6	75%	0.33%	97%	2%	1%
September-00	207,322	144,675	491	470	11	10	70%	0.34%	96%	2%	2%
*October-00	227,112	156,845	651	216	425	10	69%	0.42%	33%	65%	0%
November-00	219,669	157,151	670	221	437	12	72%	0.43%	33%	65%	2%
December-00	198,383	153,327	626	235	383	8	77%	0.41%	38%	61%	0%
Totals	6,266,662	4,719,767	18,551	16,519	1757	276	75%	0.39%	89%	9%	1%

Note: Hurricane George Warning on Wednesday, 9/23/98.
 Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.
 Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.
 Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.
 * October 2000 MODIFIED FARE EVASION BEGINS

Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.
 Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.
 January 22-24, 1999 - Friends Ride Free.
 Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.016	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-01	217,992	158,234	595	201	387	7	73%	0.38%	34%	65%	1%
February-01	218,815	155,774	500	144	351	5	71%	0.32%	29%	70%	0%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	28%	71%	0%
October-01	224,865	226,566	642	221	417	4	101%	0.28%	34%	65%	0%
November-01	196,902	190,162	640	240	400	0	97%	0.34%	38%	63%	0%
December-01	197,396	181,718	666	276	381	9	92%	0.37%	41%	57%	1%
January-02	215,010	199,904	627	208	417	2	93%	0.31%	33%	67%	0%
February-02	209,444	213,042	589	172	414	3	102%	0.28%	29%	70%	1%
March-02	227,971	224,847	650	270	377	3	99%	0.29%	42%	58%	0%
April-02	239,345	225,965	661	238	420	3	94%	0.29%	36%	64%	0%
May-02	231,330	217,200	643	195	445	3	94%	0.30%	30%	69%	0%
June-02	181,749	174,081	658	259	395	4	96%	0.38%	39%	60%	1%
July-02	195,723	195,531	865	38	817	10	100%	0.44%	4%	94%	1%
August-02	225,555	231,376	880	38	841	1	103%	0.38%	4%	96%	0%
September-02	216,671	227,528	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
Page 1 Total	6,266,662	4,719,767	18,551	16,519	1,757	276	75%	0.39%	96%	9%	1%
Totals	13,038,556	11,280,895	41,222	20,587	20257	379	87%	0.37%	50%	49%	1%

* October 2000 MODIFIED FARE EVASION BEGINS
09/11/01 TERRORIST ATTACK

JULY 1, 2002-NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

**FARE EVASION REPORT
MONTHLY COMPARISON**



MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
August-03	225,003	233,605	732	27	703	2	104%	0.31%	4%	96%	0%
September-03	231,637	247,620	779	43	736	0	107%	0.31%	6%	94%	0%
October-03	252,722	257,863	1035	64	970	1	102%	0.40%	6%	94%	0%
November-03	216,440	225,123	1014	63	950	1	104%	0.45%	6%	94%	0%
December-03	223,791	222,530	1089	71	1014	4	99%	0.49%	7%	93%	0%
January-04	237,635	233,086	1038	77	958	3	98%	0.45%	7%	92%	0%
February-04	242,576	222,543	1000	73	926	1	92%	0.45%	7%	93%	0%
March-04	261,974	227,616	1006	63	941	2	87%	0.44%	6%	94%	3%
April-04	254,585	229,216	740	37	702	1	90%	0.32%	5%	95%	0%
May-04	248,924	228,334	688	31	657	0	92%	0.30%	5%	95%	0%
June-04	220,646	195,551	1046	38	1007	1	89%	0.53%	4%	96%	0%
July-04	217,550	197,139	968	49	917	2	91%	0.49%	5%	95%	0%
August-04	244,841	215,845	1066	37	1029	0	88%	0.49%	3%	97%	0%
September-04	134,259	127,913	524	18	505	1	95%	0.41%	3%	96%	0%
October-04	250,254	216,532	906	33	871	2	87%	0.42%	4%	96%	0%
November-04	247,676	235,871	947	41	904	2	95%	0.40%	4%	95%	0%
December-04	232,664	231,754	931	58	873	0	100%	0.40%	6%	94%	0%
January-05	233,079	240,361	1244	91	1147	6	103%	0.52%	7%	92%	0%
February-05	234,939	242,323	1149	90	1055	4	103%	0.47%	8%	92%	0%
March-05	271,374	268,833	1230	89	1140	1	99%	0.46%	7%	93%	0%
April-05	261,406	260,144	1500	77	1420	3	100%	0.58%	5%	95%	0%
May-05	249,519	248,817	1421	116	1297	8	100%	0.57%	8%	91%	0%
June-05	200,482	194,500	1360	107	1237	16	97%	0.70%	8%	91%	1%
July-05	186,245	183,463	1295	103	1181	11	99%	0.71%	8%	91%	1%
August-05	207,320	206,156	1224	112	1108	4	99%	0.59%	9%	91%	0%
September-05	227,227	206,899	1213	93	1118	2	91%	0.59%	8%	92%	0%
October-05	161,615	143,769	963	63	898	2	89%	0.67%	7%	93%	0%
November-05	178,032	114,184	745	39	702	4	64%	0.65%	5%	94%	1%
December-05	207,734	172,526	1347	59	1284	4	83%	0.78%	4%	95%	0%
January-06	224,188	175,605	1555	95	1457	3	78%	0.89%	6%	94%	0%
February-06	217,412	173,825	1447	74	1368	5	80%	0.83%	5%	95%	0%
March-06	248,631	199,736	1800	93	1698	9	80%	0.90%	5%	94%	1%
April-06	257,607	192,193	1776	93	1680	3	75%	0.92%	5%	95%	0%
Page 2 Total	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%
Totals	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA -AUGUST 25-28, 2005

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

NO TRAIN SERVICE OCTOBER 22-31, 2005 DUE TO HURRICANE WILMA

NO TRAIN SERVICE NOVEMBER 1-3, 2005 DUE TO HURRICANE WILMA

NO TICKET CHECKS NOVEMBER 4-11, 2005 DUE TO HURRICANE WILMA



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,697	1966	93	1868	5	72%	0.94%	5%	95%	0%
June-06	263,417	188,847	1754	77	1675	2	72%	0.93%	4%	95%	0%
July-06	250,659	178,368	1828	86	1738	4	71%	1.02%	5%	95%	0%
August-06	269,197	197,985	1915	106	1802	7	74%	0.97%	6%	94%	0%
September-06	287,529	212,380	1842	109	1729	4	74%	0.87%	6%	94%	0%
October-06	309,013	232,544	2096	105	1986	5	75%	0.90%	5%	95%	0%
November-06	281,711	219,411	1894	97	1794	3	78%	0.86%	5%	95%	0%
December-06	271,530	220,247	2143	94	2045	4	81%	0.97%	4%	95%	0%
January-07	294,795	250,522	2201	92	2103	6	85%	0.88%	4%	96%	0%
February-07	287,357	247,655	2354	130	2220	4	86%	0.95%	6%	94%	0%
March-07	306,651	316,244	2473	129	2335	9	103%	0.78%	5%	94%	0%
April-07	274,767	316,493	2634	116	2509	9	115%	0.83%	4%	95%	0%
May-07	303,896	353,284	2874	128	2741	5	116%	0.81%	4%	95%	0%
June-07	268,097	308,831	2645	121	2519	5	115%	0.86%	5%	95%	0%
July-07	266,694	308,224	2613	117	2493	3	116%	0.85%	4%	95%	0%
August-07	295,771	331,353	2754	130	2614	10	112%	0.83%	5%	95%	0%
September-07	275,035	309,849	2385	109	2273	3	113%	0.77%	5%	95%	0%
October-07	326,094	360,151	2816	112	2698	7	110%	0.78%	4%	96%	0%
November-07	306,116	325,178	2588	133	2448	7	106%	0.80%	5%	95%	0%
December-07	294,709	308,632	2531	107	2419	5	105%	0.82%	4%	96%	0%
January-08	324,570	342,578	2655	102	2545	8	106%	0.78%	4%	96%	0%
February-08	331,830	336,290	2272	84	2179	9	101%	0.68%	4%	96%	0%
March-08	348,437	357,954	2571	77	2478	16	103%	0.72%	3%	96%	1%
April-08	352,304	374,861	2614	118	2482	14	106%	0.70%	5%	95%	1%
May-08	371,527	385,360	2893	161	2723	9	104%	0.75%	6%	94%	0%
June-08	367,215	384,174	2915	166	2743	6	105%	0.76%	6%	94%	0%
July-08	378,471	387,641	2687	123	2558	6	102%	0.69%	5%	95%	0%
August-08	353,045	367,779	2336	101	2229	5	104%	0.64%	4%	95%	0%
September-08	383,320	430,263	2452	104	2339	9	112%	0.57%	4%	95%	0%
October-08	399,891	446,825	2628	112	2507	9	112%	0.59%	4%	95%	0%
November-08	346,597	361,181	2133	90	2041	2	104%	0.59%	4%	96%	0%
December-08	344,245	363,553	2626	132	2491	3	106%	0.72%	5%	95%	0%
Page 3 Total	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%
Totals	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%

08/29/06-08/30/06 No train service due to Tropical Storm Ernesto

3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA FOR THE ENTIRE DAY-MAJOR TRAIN DELAY/TRACK WORK

3/15/2007 SFRTA SUSPENDED TICKET CHECKS DUE TO PASSENGER SURVEY

03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)

03/28/07 -P614-P619 (6 TRAINS)REDUCED TICKET CHECK DUE TO TRAIN BEING IN EXCESS OF 45 MINUTES LATE

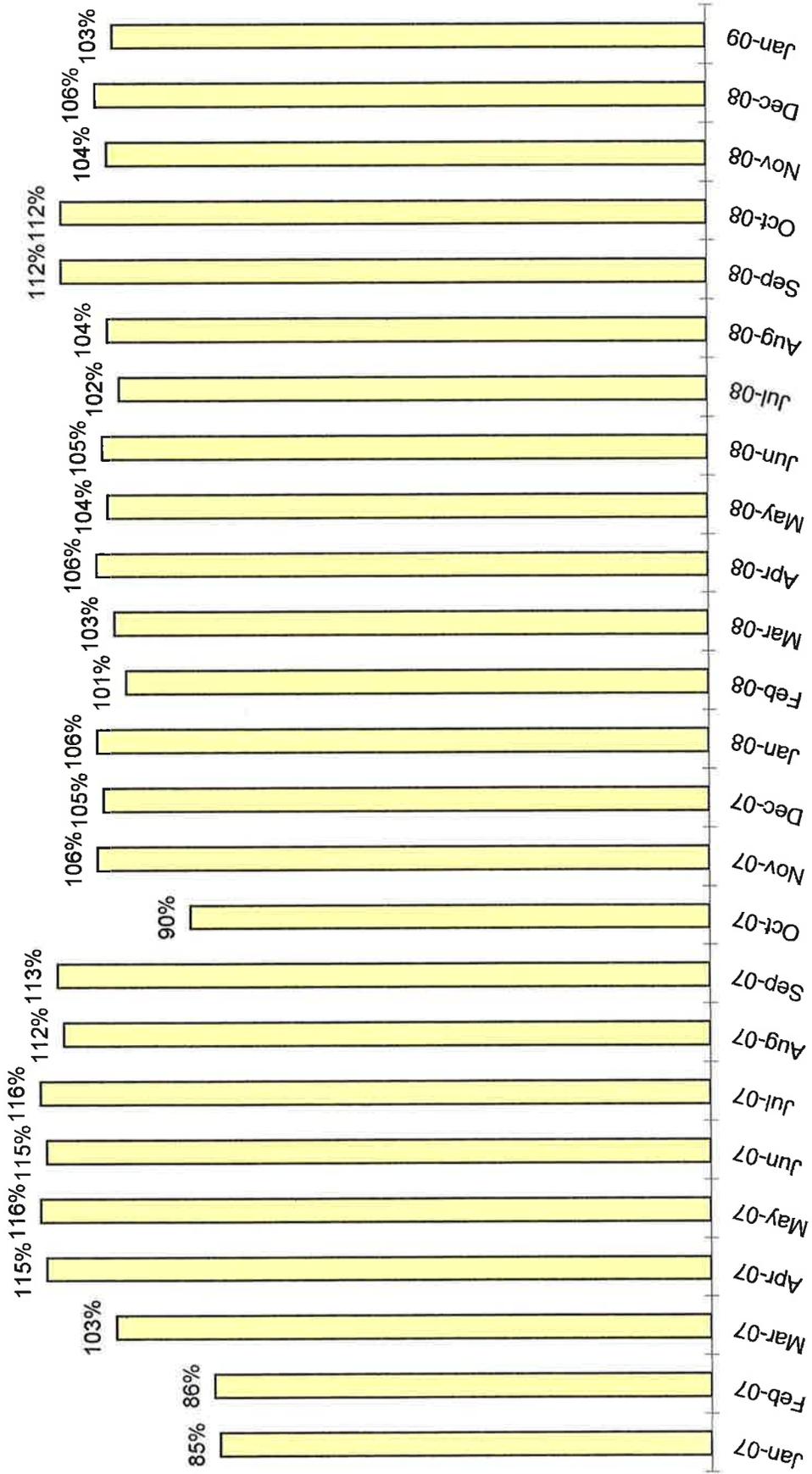
08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM KAY



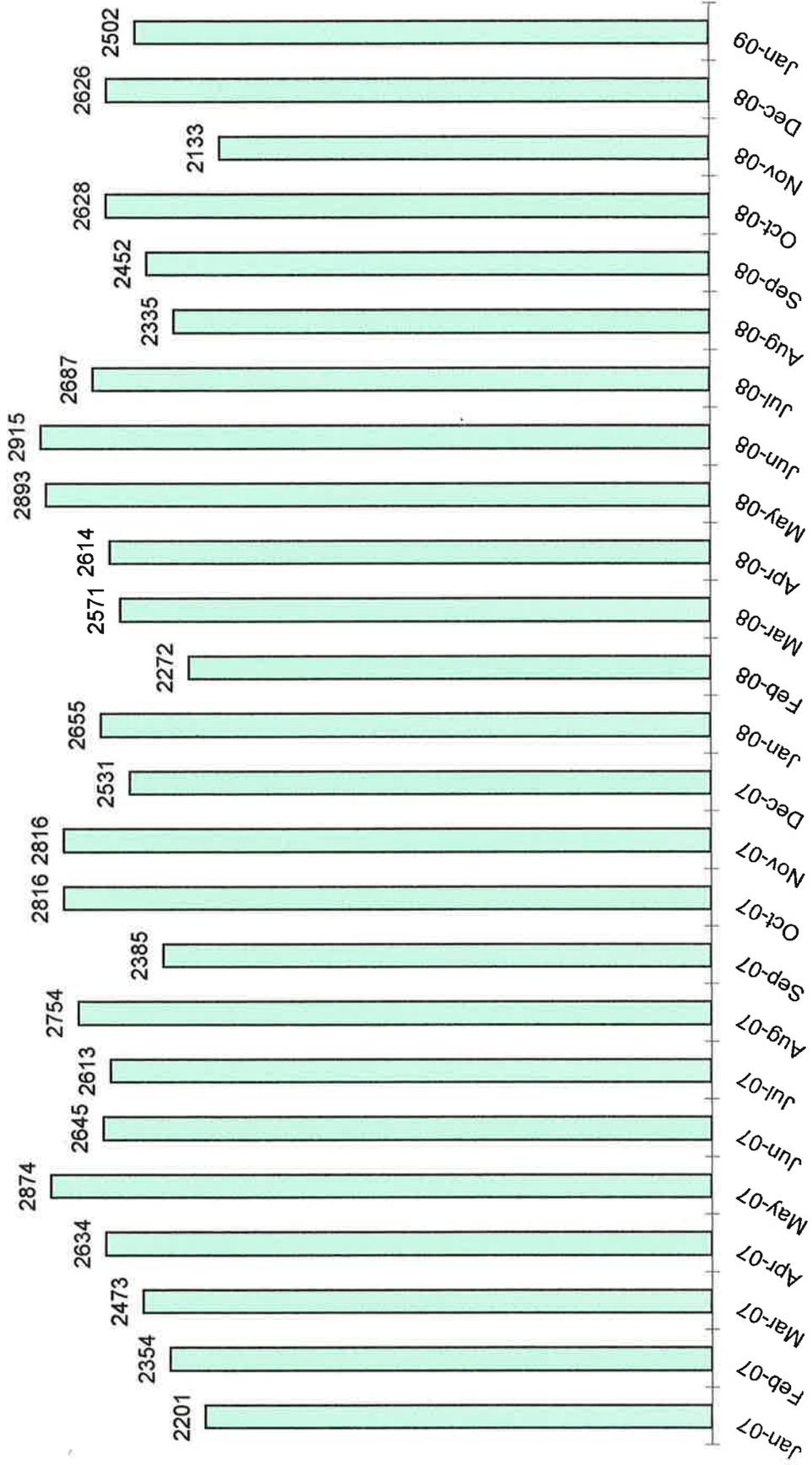
FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-09	350,903	361,145	2,502	121	2377	4	103%	0.69%	5%	95%	0%
page 4-total	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%
Totals	30,925,479	28,546,889	157,589	26,486	130,411	694	92%	0.55%	17%	83%	0%

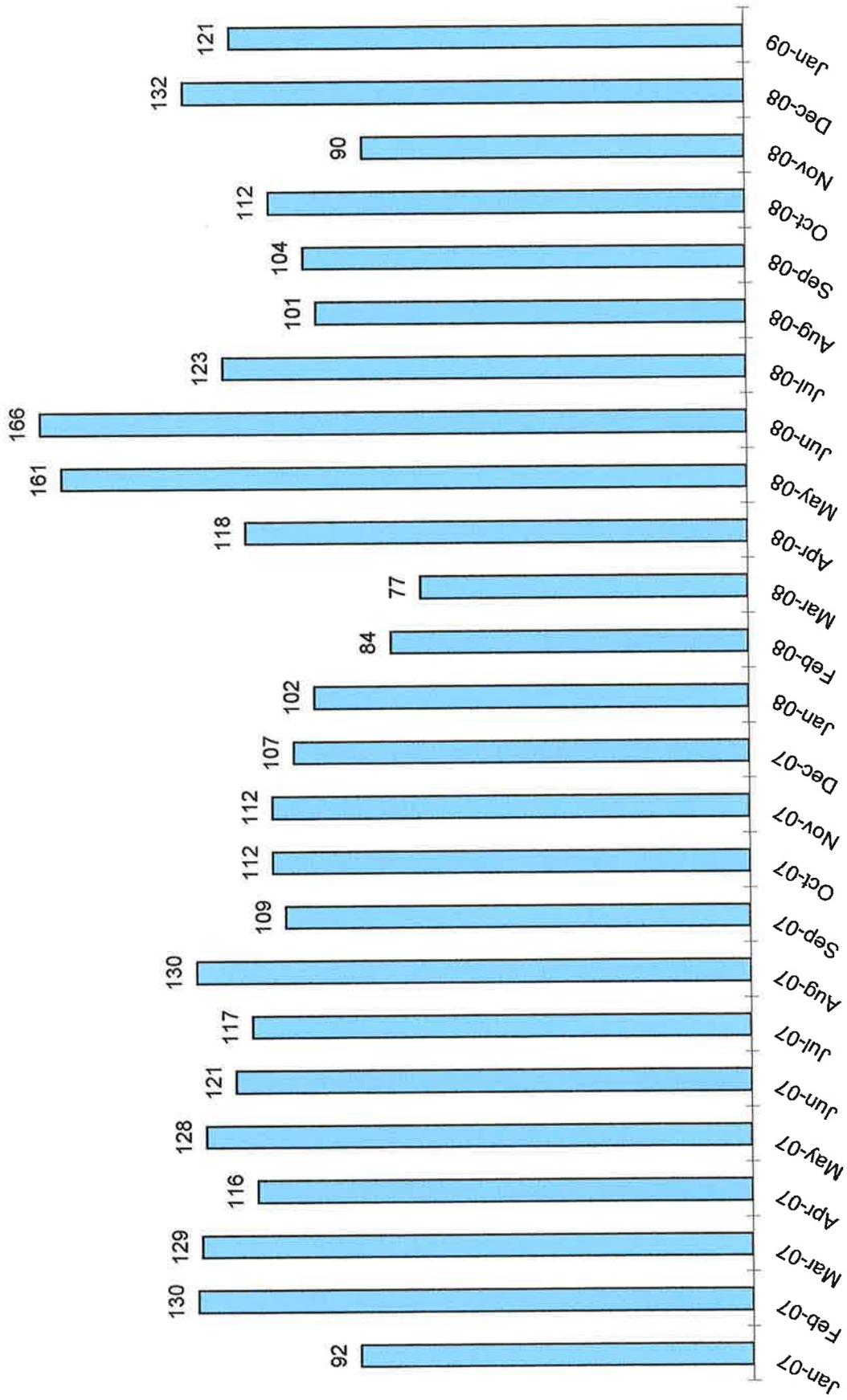
PERCENTAGE OF RIDERS INSPECTED



FARE EVASION VIOLATIONS



CITATIONS ISSUED



**CLASSIFICATIONS BREAKDOWN
JANUARY 2009**

CLASSIFICATION	
ABANDONED VEHICLE	
ALARMS	2
ALARMS-TVM	
ALCOHOLIC BEVERAGE ON TRAIN	1
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	
ASSIST PASSENGER	4
ASSIST OTHER AGENCY	1
AUTO THEFT	
AUTO THEFT - ATTEMPT	1
AUTO THEFT - RECOVERY	
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	
BATTERY	
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY	
BURGLARY-AUTO	
BURGLARY-ATTEMPT AUTO	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
COUNTERFEIT/ALTERED TICKET	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	10
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	5
DEBRIS ON TRACK	1
DISORDERLY CONDUCT	1
DISTURBANCE	3
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	1
ELEVATOR MALFUNCTION	9
ELEVATOR PHONE MALFUNCTION	
ESCALATOR MALFUNCTION	

CLASSIFICATIONS BREAKDOWN JANUARY 2009

CLASSIFICATION				
FARE EVASION				2502
	CITATION	WARNED	ARREST	
12 TRIP	6	79	1	
INELIGIBLE DISCOUNT	22	538	0	
NO TICKET	64	1332	2	
ZONE OVERRIDE	14	119	1	
NO TRANSFER SLIP	6	249	0	
OUTDATED TICKET	7	39	0	
EDP TICKET	2	21	0	
TOTAL	121	2377	4	
FIRE				2
GRADE CROSSING PROBLEM				4
HIJACKING				
ILLNESS				4
INJURY				
INJURY-CPO				
INTERFERING W/ TRAIN				
INTOXICATED PERSON				
INVESTIGATION				
KIOSK PROBLEM				
LOST/FOUND PROPERTY				118
LOUD MUSIC				
LUGGAGE				
MISCELLANEOUS/INFORMATION				42
MISSING PERSON				
MISSING PERSON-LOCATED				1
MOTOR VEHICLE ACCIDENT				5
NUCLEAR RELEASE				
PARKING PROBLEM				7
PARKING LOT ACCIDENTS				
PARKING LOT VIOLATIONS				
PAYPHONE MALFUNCTION				
PULLED EMERGENCY STOP				
RECOVERED STOLEN PROPERTY				
RIDING ON OUTSIDE OF TRAIN				
ROBBERY				
ROBBERY ARMED				
SABOTAGE				
SAFETY HAZARD				8
SEXUAL BATTERY				
SEX OFFENSE (OTHER)				
SIGN PROBLEM				
SLIP AND FALL				3
SMOKING ON TRAIN				
SOLICITATION				
SURFBOARDS ON TRAIN				

**CLASSIFICATIONS BREAKDOWN
JANUARY 2009**

CLASSIFICATION	
STUDENT INCIDENT	
ACS HIGH SCHOOL	
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
ROOSEVELT FULL SERVICE	
OAK GROVE	
OTHER	
SUSPICIOUS INCIDENT	4
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	3
THEFT	4
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	3
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRAIN VS PEDESTRIAN	1
TRAIN VS VEHICLE	
TRESPASS	9
TVM GATE MALFUNCTION	2
TVM MALFUNCTION	79
UNAUTHORIZED ANIMAL	
VALIDATOR MALFUNCTION	35
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
TOTAL	2878

**SIX MONTH CRIME ANALYSIS
2008-2009**

CLASSIFICATION	AUG	SEP	OCT	NOV	DEC	JAN
ABANDONED VEHICLE	3	1		1		
ALARMS	6	3	1		2	2
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN	2		3		1	1
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO			1			
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO						
ASSAULT						
ASSIST PASSENGER	6	4	3	1	2	4
ASSIST OTHER AGENCY		2	3			1
AUTO THEFT	1	1	1			
AUTO THEFT - ATTEMPT				1		1
AUTO THEFT - RECOVERY					1	
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO			1			
BATTERY	1					
BICYCLE VIOLATIONS	1	2				
BIOLOGICAL RELEASE						
BOMBING						
BOMB THREAT						
BRUSH FIRE						
BURGLARY						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	1		1	9	3	
BURGLARY-ATTEMPT AUTO						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET		1	2			
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	2	10	4	5	7	10
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	10	1	4	4	1	5
DEBRIS ON TRACK			1		2	1
DISORDERLY CONDUCT	10	4	3	7	2	1
DISTURBANCE			1	2	4	3
DRUG OFFENSE						
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION			2	1	1	1
ELEVATOR MALFUNCTION	19	19	12	16	17	9
ESCALATOR MALFUNCTION	1	2	1		1	
ELEVATOR PHONE MALFUNCTION						
FARE EVASION- CITATIONS	101	104	112	90	132	121
FARE EVASION-WARNINGS	2229	2339	2507	2041	2491	2377
FARE EVASION-ARREST	5	9	9	2	3	4
FIRE	1	1		1	2	2
GRADE CROSSING PROBLEM	7	3	1			4
HIJACKING						
ILLNESS	7	9	6	7	5	4
SUB-TOTAL	2413	2515	2679	2188	2677	2551

SIX MONTH CRIME ANALYSIS 2008-2009

CLASSIFICATION	AUG	SEP	OCT	NOV	DEC	JAN
INJURY	2		2		3	
INJURY-CPO	1					
INTERFERING W/ TRAIN	1	1		1		
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	112	132	122	87	119	118
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	60	54	46	43	63	42
MISSING PERSON			1			
MISSING PERSON-LOCATED	1			1	2	1
MOTOR VEHICLE ACCIDENT	5	1	4	4	2	5
NUCLEAR RELEASE						
PARKING PROBLEM	16	26	5	6	4	7
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP	1		2			
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY					1	
ROBBERY ARMED						
ROBBERY ATTEMPT						
SABOTAGE						
SAFETY HAZARD	18	19	14	17	13	8
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM	1	2				
SLIP AND FALL	3	3	2	2	4	3
SMOKING ON TRAIN						
SOLICITATION			1	1		
STUDENT INCIDENT	1	3	2	2	1	
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	5	2	7	5	3	4
SUSPICIOUS PERSON	3	5	7	2	2	3
SUSPICIOUS VEHICLE	3	2	2	2	6	3
THEFT	4	4	6	3	4	4
THEFT-ATTEMPTED						
THROWING OBJECT AT TRAIN	2	6	2	6	1	3
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN	1					1
TRAIN VS VEHICLE	2		1		1	
TRESPASS	12	19	7	8	8	9
TVM GATE MALFUNCTION	8	2	7	8	5	2
TVM MALFUNCTION	133	91	95	96	83	79
UNAUTHORIZED ANIMAL						
VALIDATOR MALFUNCTION	40	44	36	49	33	35
WEAPON CONCEALED		1				
SUB-TOTAL	2413	2515	2679	2188	2677	2551
TOTAL REPORTS	2848	2932	3050	2531	3035	2878

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Apr-98	14	259	215	3	0	4	0	495
May-98	12	116	174	11	37	0	0	350
Jun-98	14	186	259	9	62	8	0	538
Jul-98	13	241	316	25	68	12	0	675
Aug-98	9	183	293	22	78	13	0	598
Sep-98	4	137	211	10	44	13	0	419
Oct-98	13	239	270	12	65	14	0	613
Nov-98	4	216	253	8	45	14	0	540
Dec-98	4	198	257	7	32	19	0	517
Jan-99	7	197	212	22	60	11	0	509
Feb-99	6	213	208	8	69	14	0	518
Mar-99	5	335	273	10	55	18	0	696
Apr-99	3	217	280	16	23	16	0	555
May-99	6	297	245	17	18	11	0	594
Jun-99	7	185	257	25	28	9	0	511
Jul-99	8	133	201	15	10	6	0	373
Aug-99	7	132	245	21	23	19	0	447
Sep-99	5	136	202	21	23	10	0	397
Oct-99	6	153	251	25	39	10	0	484
Nov-99	7	131	324	16	56	15	0	549
Dec-99	5	125	308	23	60	26	0	547
Jan-00	9	87	298	16	85	25	0	520
Feb-00	5	124	298	28	85	33	0	573
Mar-00	6	95	301	18	71	16	0	507
Apr-00	5	81	293	36	62	23	0	500
May-00	11	116	324	84	12	25	0	572
Jun-00	6	184	352	23	87	18	0	670
Jul-00	15	177	314	17	85	5	0	613
Aug-00	6	117	283	21	66	4	0	497
Sep-00	15	132	251	16	51	5	0	470
(A)OCT-00	0	3	201	8	4	0	0	216
Nov-00	1	2	194	19	2	2	1	221
Dec-00	0	6	217	6	2	3	1	235
Jan-01	0	3	172	18	3	5	0	201
Feb-01	1	4	129	8	2	0	0	144
Mar-01	2	2	118	7	0	1	0	130
Apr-01	3	2	105	11	6	1	1	129
May-01	2	1	126	3	1	2	0	135
Jun-01	0	4	157	10	0	2	1	174
Jul-01	1	5	196	10	2	5	0	219
Aug-01	1	3	160	1	0	5	0	170
Sep-01	3	0	152	0	0	2	0	157
Oct-01	3	2	195	16	1	4	0	221
Nov-01	3	2	184	37	4	10	0	240
Dec-01	1	5	228	23	3	16	0	276
Total	258	5,186	10,502	762	1,529	474	4	18,715

*Hurricane Georges: No Train Services 9/24/98, 9/25/98, & 9/26/98 (1/2 day).
 NO CITATIONS ISSUED ON 11/5/98 DUE TO TROPICAL STORM MI

*Hurricane Floyd: No Train Services 9/14/99 & 9/15/99.

(A)MODIFIED FARE EVASION BEGINS

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-02	2	2	163	32	5	4	0	208
Feb-02	2	7	140	20	2	1	0	172
Mar-02	3	5	238	17	5	2	0	270
Apr-02	2	3	200	23	3	7	0	238
May-02	2	6	154	29	0	4	0	195
Jun-02	6	3	212	26	5	7	0	259
(B) JUL-02	0	5	24	2	5	2	0	38
Aug-02	1	3	27	3	2	2	0	38
Sep-02	1	4	29	2	1	0	0	37
Oct-02	4	11	27	2	2	2	0	48
Nov-02	4	8	28	4	4	1	0	49
Dec-02	2	3	23	3	3	0	0	34
Jan-03	0	4	20	4	0	0	0	28
Feb-03	2	7	13	4	1	0	0	27
Mar-03	1	6	31	4	1	1	0	44
Apr-03	0	5	26	1	3	1	0	36
May-03	0	5	43	3	2	0	0	53
Jun-03	2	2	40	7	1	0	0	52
Jul-03	1	6	30	3	3	0	3	46
Aug-03	1	5	12	3	3	2	1	27
Sep-03	1	3	29	6	2	2	0	43
Oct-03	3	10	37	6	5	3	0	64
Nov-03	0	20	30	7	6	0	0	63
DEC-03	2	16	42	3	6	2	0	71
Jan-04	2	27	31	4	9	4	0	77
Feb-04	3	14	42	3	10	1	0	73
Mar-04	1	14	30	2	15	1	0	63
Apr-04	0	5	21	6	4	1	0	37
May-04	0	3	19	7	2	0	0	31
Jun-04	1	7	23	4	1	2	0	38
Jul-04	1	13	29	1	4	1	0	49
Aug-04	1	7	19	3	3	3	1	37
(C) SEPT-04	3	2	8	2	1	2	0	18
Oct-04	2	6	13	6	4	1	1	33
NOV-04	5	3	27	2	2	2	0	41
Dec-04	3	5	41	3	4	2	0	58
Jan-05	8	9	59	5	9	1	0	91
Total	330	5,450	12,482	1,024	1,667	538	10	21,501

(A) MODIFIED FARE EVASION BEGINS

(B) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(C) LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29,2004

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Feb-05	10	9	55	5	9	2	0	90
Mar-05	3	8	57	5	12	4	0	89
Apr-05	8	11	47	5	5	1	0	77
May-05	6	28	71	4	6	1	0	116
Jun-05	6	14	70	6	7	3	1	107
Jul-05	9	15	52	9	13	4	1	103
(D) AUG-05	4	14	63	12	16	3	0	112
(E) SEP-05	7	19	48	10	7	2	0	93
(F) OCT-05	3	7	42	3	6	2	0	63
(G)NOV-05	1	6	24	6	2	0	0	39
Dec-05	4	8	35	2	8	2	0	59
Jan-06	2	19	52	9	11	1	1	95
Feb-06	4	20	40	3	6	1	0	74
Mar-06	3	16	56	10	5	2	1	93
Apr-06	4	18	50	8	10	2	1	93
May-06	3	19	55	5	6	1	4	93
Jun-06	6	14	48	2	4	0	3	77
Jul-06	0	20	48	8	6	0	4	86
(H) AUG -06	6	18	72	2	6	1	1	106
Sep-06	11	25	62	5	4	2	0	109
Oct-06	11	20	62	3	5	2	2	105
Nov-06	3	26	47	3	9	7	2	97
Dec-06	5	26	49	7	1	6	0	94
JAN-07	11	20	50	2	9	0	0	92
Feb-07	8	30	67	4	15	0	6	130
(I)MAR-2007	8	34	66	9	9	3	0	129
Apr-07	11	22	57	9	15	2	0	116
May-07	8	32	65	7	13	2	1	128
Jun-07	8	27	61	5	10	4	6	121
Jul-07	10	21	56	10	12	4	4	117
Aug-07	8	25	73	9	14	0	1	130
Sep-07	6	14	63	12	10	3	1	109
Oct-07	5	22	66	3	9	5	2	112
Nov-07	10	20	75	8	11	8	1	133
Dec-07	6	24	57	9	7	3	1	107
Jan-08	8	19	46	12	12	3	2	102
Feb-08	9	17	46	6	5	1	0	84
TOTAL	565	6,157	14,535	1,261	1,982	625	56	25,181

(D) LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA AUGUST 25-28, 2005

(E) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TRAIN SERVICE DUE TO HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE DUE TO HURRICANE WILMA 11/01/05-11/03/05

(G) NO TICKET CHECKS DUE TO HURRICANE WILMA 11/04/05-11/11/05

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Mar-08	6	16	45	1	3	2	4	77
Apr-08	8	29	53	6	11	6	5	118
May-08	7	42	97	5	5	3	2	161
Jun-08	12	34	93	8	8	6	5	166
Jul-08	4	27	71	8	10	2	1	123
(H) AUG-08	3	14	71	3	3	6	1	101
Sep-08	3	17	68	4	4	7	1	104
Oct-08	5	24	74	4	3	1	1	112
Nov-08	1	17	61	2	1	8	0	90
Dec-08	2	25	77	2	14	10	2	132
Jan-09	6	22	64	14	6	7	2	121
TOTAL	622	6,424	15,309	1,318	2,050	683	80	26,486

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Oct-00	27	214	8	1	171	0	4	425
Nov-00	33	220	5	1	173	1	4	437
Dec-00	31	191	8	0	150	0	3	383
Jan-01	40	205	6	1	132	2	1	387
Feb-01	27	164	13	1	143	0	3	351
Mar-01	51	196	15	1	140	0	9	412
Apr-01	42	207	1	1	171	0	22	444
May-01	40	272	4	0	153	0	16	485
Jun-01	57	211	5	2	207	0	5	487
Jul-01	92	173	6	0	186	0	12	469
Aug-01	97	175	3	0	189	0	24	488
Sep-01	86	148	2	4	131	0	27	398
Oct-01	51	189	0	0	168	0	9	417
Nov-01	37	167	4	0	181	0	11	400
Dec-01	40	186	0	0	152	0	3	381
Jan-02	49	218	2	0	144	0	4	417
Feb-02	35	218	7	0	152	0	2	414
Mar-02	28	217	4	0	126	0	2	377
Apr-02	23	231	2	1	163	0	0	420
May-02	29	263	0	1	148	0	4	445
Jun-02	29	215	2	1	143	1	4	395
(A) JUL-02	18	206	392	43	134	18	6	817
Aug-02	33	234	398	43	104	28	1	841
Sep-02	30	204	391	44	148	24	2	843
Oct-02	28	280	376	43	155	20	1	903
Nov-02	35	287	424	40	93	19	5	903
Dec-02	16	282	494	40	117	11	1	961
Jan-03	22	289	470	45	93	13	1	933
Feb-03	14	310	401	52	84	20	0	881
Mar-03	10	252	384	31	68	8	3	756
Apr-03	5	224	407	25	124	9	1	795
May-03	5	214	382	25	79	9	0	714
Jun-03	6	223	386	31	73	14	5	738
Jul-03	4	212	436	25	112	17	22	828
Aug-03	6	161	370	23	113	21	9	703
Sep-03	10	167	382	21	143	7	6	736
Oct-03	11	282	478	33	141	24	1	970
Nov-03	9	329	422	25	149	16	0	950
DEC-03	8	327	473	22	170	14	0	1014
Jan-04	12	304	455	23	152	11	1	958
Feb-04	5	275	455	22	144	24	1	926
Mar-04	9	272	478	24	132	26	0	941
Apr-04	9	114	442	24	91	21	1	702
May-04	6	134	389	24	89	15	0	657
Jun-04	5	232	558	29	156	22	5	1007
Jul-04	3	213	520	28	128	24	1	917
SUBTOTAL	1,263	10,307	10,860	800	6,315	439	242	30,226

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Aug-04	20	250	557	37	143	13	9	1029
(B) SEPT -04	34	102	285	16	51	11	6	505
Oct-04	36	190	476	26	118	11	14	871
Nov-04	66	145	535	29	112	9	8	904
Dec-04	45	125	526	22	125	24	6	873
Jan-05	75	210	639	25	165	24	9	1147
Feb-05	61	168	608	29	154	34	1	1055
Mar-05	36	220	681	32	150	20	1	1140
Apr-05	53	289	763	47	234	29	5	1420
May-05	48	297	681	51	199	17	4	1297
Jun-05	65	223	727	47	147	22	6	1237
Jul-05	41	250	651	44	155	36	4	1181
(C) AUG-05	38	237	584	49	165	32	3	1108
(D) SEPT-05	28	236	645	44	143	16	6	1118
(E) OCT-05	32	208	502	27	112	12	5	898
(F) NOV-05	26	128	442	27	72	6	1	702
Dec-05	28	315	731	48	129	24	9	1284
Jan-06	29	378	773	37	192	34	14	1457
Feb-06	37	340	756	54	142	21	18	1368
Mar-06	54	338	1042	49	182	24	9	1698
Apr-06	65	451	888	57	175	28	16	1680
May-06	61	486	981	53	240	25	22	1868
Jun-06	36	471	903	21	208	23	13	1675
Jul-06	57	476	988	23	150	29	15	1738
(G) Aug-06	65	508	969	28	198	26	8	1802
Sep-06	63	468	909	31	214	36	8	1729
Oct-06	76	524	1079	36	220	40	11	1986
Nov-06	56	461	969	21	235	41	11	1794
Dec-06	62	612	1048	37	235	36	15	2045
Jan-07	80	637	1009	52	284	21	20	2103
Feb-07	94	632	1055	52	316	37	34	2220
(H) MAR-07	105	681	1080	60	350	45	14	2335
Apr-07	106	749	1164	75	351	42	22	2509
May-07	107	849	1218	73	421	53	20	2741
Jun-07	128	840	1043	48	388	40	32	2519
Jul-07	93	808	1040	74	399	51	28	2493
Aug-07	73	819	1240	79	364	23	16	2614
Sep-07	85	708	1062	53	318	35	12	2273
Oct-07	97	776	1295	83	372	58	16	2697
Nov-07	95	690	1215	109	264	57	18	2448
Dec-07	91	694	1226	71	261	55	21	2419
SUBTOTAL	3,810	28,296	45,845	2,676	15,168	1,659	752	98,206

(B)- LIMITED/NO TRAIN SERVICE -HURRICANE FRANCES-9/ 2-12/04

(C) LIMITED OR NO TRAIN SERVICE-HURRICANE KATRINA 8/25-28/05

(E) NO TRAIN SERVICE -HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE -TROPICAL STORM ERNESTO 08/28-08/29/06

(H)3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA -TRACK WORK

LIMITED/NO TRAIN SERVICE-HURRICANE JEANNE-9/25-29/04

(D) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TICKET CHECKS-HURRICANE WILMA 11/01/05-11/11/05

03/15/07 SFRTA PASSENGER SURVEY

(H)03/28/07-03/30/07 P609, P609, P630 (3 TRAINS ANNULLED)

(H)03/28/07-P614-P619 (6 TRAINS)REDUCED TICKET CHECK-TRAINS 45 MINUTES LATE OR MORE

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-08	105	846	1229	69	233	44	19	2545
Feb-08	83	641	1106	82	209	42	16	2179
Mar-08	98	772	1273	62	211	43	19	2478
Apr-08	103	823	1230	68	208	35	15	2482
May-08	96	908	1400	54	192	54	19	2723
Jun-08	116	1025	1270	42	192	62	36	2743
Jul-08	103	799	1285	49	240	56	26	2558
(H) AUG-08	62	616	1192	55	219	63	22	2229
Sep-08	84	518	1360	66	242	53	16	2339
Oct-08	61	579	1422	101	241	82	21	2507
Nov-08	50	460	1210	71	186	57	7	2041
Dec-08	71	618	1376	100	228	88	10	2491
Jan-09	79	538	1332	119	249	39	21	2377
SUBTOTAL	4,921	37,439	62,530	3,614	18,018	2,377	999	129,898

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR JANUARY 2009

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
1/6/2009	477	FT LAUDERDALE STATION	13	LUGGAGE BY STOP SIGN	475
1/31/2009	2860	METRORAIL STATION	13	BOTTLE WITH AMBER LIQUID	608

TSA Directive #13 "Inspect each passenger rail car for suspicious persons, items, or any unattended items."

TSA Directive #15 "If equipped with locking mechanisms, lock all doors which allow access to the Engineers or Train Operators cab or compartment."