

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY
GOVERNING BOARD

REGULAR MEETING AGENDA
MARCH 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 MARCH 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

1. SFRTA Legal Representation

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.

PUBLIC HEARING -1

ADVERTISED PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT at the Board Meeting of March 27, 2009, the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA’s intent to file Section 5307 and Section 5309 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$42,835,214. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064. Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minute. Please see the Minutes Clerk prior to the meeting.

PH1 – FY 2008 -2009 grant applications to the Federal Transit Administration

1. Open Public Hearing
2. Close Public Hearing
3. **MOTION TO APPROVE:** Resolution No. 09-01, permitting staff to submit FY 2008-09 grant applications to the Federal Transit Administration (FTA) in order to secure \$42,835,214 in capital and planning funds to support the South Florida Regional Transportation Authority (SFRTA) Program of Projects.

Department: Finance & Information Technology
Project Manager: Carla D. McKeever

Department Director: Edward T. Woods
Procurement Director: N/A

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 February 27, 2009.

C2. MOTION TO APPROVE: The following business travel for the Governing Board and/or the Executive Director for calendar year 2009:

Meeting with Insurance Underwriters – Bermuda/London

APTA Conferences: Transit CEO's Seminar
Legislative Conference
Commuter Rail/Rail Transit Conference
Annual Meeting

FPTA: Florida Public Transportation Association's Annual Conference

<u>Department:</u>	Executive	<u>Department Director:</u>	Joseph Giulietti
<u>Project Manager:</u>	N/A	<u>Procurement Director:</u>	N/A

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: 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.

<u>Department:</u> Operations	<u>Department Director:</u> Bradley Barkman
<u>Project Manager:</u> Bradley Barkman	<u>Procurement Director:</u> Christopher Bross

R2. MOTION TO APPROVE: The second renewal to Agreement No. 04-285, between the South Florida Regional Transportation Authority and Gilly Vending, Inc., for vending machine services, exercising the second of two (2) one (1) year renewal options, extending the term through April 29, 2010.

<u>Department:</u> Marketing	<u>Department Director:</u> Bonnie Arnold
<u>Project Manager:</u> Steve Rosenberg	<u>Procurement Director:</u> Christopher Bross

R3. MOTION TO APPROVE: Settlement Agreement with Westchester Fire Insurance Company.

Department: Executive
Project Manager: N/A

Department Director: Joseph Giulietti
Procurement Director: N./A

R4.

- A. **MOTION TO APPROVE:** An Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County (County) to fund the construction of a parking lot to serve the West Palm Beach Tri-Rail Station through a change order to 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.
- B. **MOTION TO APPROVE:** An Easement Agreement between SFRTA and County that grants SFRTA the right to use the unused portion of the County Property (Easement Premises) for a shared employee parking and public parking for patrons of the Tri-Rail Station.
- C. **MOTION TO APPROVE:** A License Agreement between SFRTA and County to allow County employees working within the Intermodal Facility to use SFRTA restroom facilities.

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

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

R5. MOTION TO APPROVE: The holding of a public hearing for discussion of alternatives for the proposed new Tri-Rail fare structure and for a recommended new fare structure to be presented to the Governing Board for consideration at its next board meeting (which will occur immediately following the public hearing).

Department: Executive
Project Manager: Renee Matthews

Department Director: Jack Stephens
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 – Proposed Scheduled Enhancements

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 – February
- C. ON-TIME PERFORMANCE GRAPHS – February
- D. MARKETING MONTHLY SUMMARY – February
- E. BUDGETED INCOME STATEMENT – February
- F. PAYMENTS OVER \$2,500.00 – February
- G. REVENUE AND FARE EVASION REPORTS – February
- H. SOLICITATION SCHEDULE – February
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - February
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – February
- K. PROPERTY COMMITTEE – PROJECT SCHEDULE - Current
- L. SECURITY REPORT - February

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.

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

AGENDA ITEM REPORT

Consent Regular

AUTHORIZING RESOLUTION NO. 09-01
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2008-09 PROGRAM OF PROJECTS

REQUESTED ACTION:

MOTION TO APPROVE: Resolution No. 09-01, permitting staff to submit FY 2008-09 grant applications to the Federal Transit Administration (FTA) in order to secure \$42,835,214 in capital and planning funds to support the South Florida Regional Transportation Authority (SFRTA) Program of Projects.

SUMMARY EXPLANATION AND BACKGROUND:

SFRTA is requesting authorization to submit the following to the FTA:

- FTA Capital Assistance Section 5307 and Section 5309 in the estimated amount of \$26,776,000;
- American Recovery Reinvestment Act of 2009 Section 5307 and Section 5309 in the estimated amount of \$16,059,214.

These funds will be utilized to financially support the following SFRTA Program of Projects:

- GPS Tracking System;
- Preventive Maintenance;
- New Rail Cars;
- Ticket Vending Machines; and
- Planning/Project Administration.

A public hearing for the SFRTA FY 2008-09 Program of Projects will be held at the March 27, 2009, SFRTA Governing Board meeting. A Notice of Public Hearing for the SFRTA FY 2008-09 Program of Projects and of SFRTA's Intent to File Grant Applications with the FTA was advertised in the local newspapers in each county during March 2009.

Department: Finance & Information Technology
Project Manager: Carla D. McKeever

Department Director: Edward T. Woods
Procurement Director: N/A

FISCAL IMPACT: The SFRTA FY 2008-09 Capital Budget incorporates these federal funds.

EXHIBITS ATTACHED: Exhibit 1- Authorizing Resolution No. 09-01
Exhibit 2- Public Hearing Notice

AUTHORIZING RESOLUTION NO. 09-01
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2008-09 PROGRAM OF PROJECTS

Recommended by: *E. T. Wachs* 3-19-09
Department Director Date

Approved by: *CL* 3/19/09
Procurement Director Date

Authorized by: *J. M. Smith* 3-19-09
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 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

Tracking No. 03270917
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AGENDA ITEM NO. PH 3

AUTHORIZING RESOLUTION NO. 09-01
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2008-09 PROGRAM OF PROJECTS

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form _____ 3/18/09
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RESOLUTION NO. 09-01

RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Transit Administration has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon South Florida Regional Transportation Authority (“SFRTA”) and may require SFRTA to provide the local share of the project cost; and

WHEREAS, SFRTA has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY THAT:

Section 1. The recitals contained in the preamble to this Resolution are correct and incorporated by reference herein.

Section 2. SFRTA’s Executive Director, or Executive Director Designee, is authorized to execute and file the application for Federal assistance on behalf of SFRTA with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

Section 3. SFRTA’s Program of Projects includes the following: GPS Tracking System; Preventive Maintenance; New Rail Cars, Ticket Vending Machines; and Planning/Project Administration.

Section 4. SFRTA’s Program of Projects is estimated to cost \$42,835,214 in federal funding.

Section 5. The Executive Director, or Executive Director Designee, is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.

Section 6. SFRTA's Executive Director, or Executive Director Designee, is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of SFRTA.

Section 7. SEVERABILITY.

If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court or competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. CERTIFICATION.

The undersigned duly qualified Executive Director, or Executive Director Designee, acting on behalf of the South Florida Regional Transportation Authority, certifies that the forgoing is a true and correct copy of a resolution adopted at a legally convened meeting of the South Florida Regional Transportation Authority Board of Directors held on March 27, 2009.

Section 9. EFFECTIVE DATE.

This Resolution shall become effective upon its adoption, and any provision of any previous resolutions in conflict with the provisions herein are hereby superseded.

The foregoing resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

- Member
- Chair

The Chair thereupon declared the resolution duly passed and adopted this _____ day of March, 2009.

ATTEST

South Florida Regional Transportation Authority

BY _____
Joseph Giuliatti
Executive Director

BY _____
Commissioner Josephus Eggelletion, Jr.
Chair

_____ day of March, 2009.

(SFRTA seal)

Approved as to form and legal sufficiency by:

Teresa J. Moore
General Counsel, SFRTA
Greenburg Traurig, PA
777 S. Flagler Drive, Ste 300E
West Palm Beach, Florida 33401
(561) 650-7963

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

**NOTICE OF PUBLIC HEARING AND INTENT TO FILE SECTION 5307 AND
SECTION 5309 GRANT APPLICATIONS WITH THE FEDERAL TRANSIT
ADMINISTRATION IN THE ESTIMATED AMOUNT OF \$ 42,835,214**

NOTICE IS HEREBY GIVEN THAT at the Board Meeting of March 27, 2009, the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA's intent to file Section 5307 and Section 5309 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$42,835,214. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064. The following represents SFRTA's Program of Projects:

Urbanized Area:	Miami, Florida
Federal Transit Administration Apportionment:	\$42,835,214
Total Funds Available:	\$42,835,214
Designated Recipient:	South Florida Regional Transportation Authority

PROGRAM OF PROJECTS

GPS Tracking System	1,600,000
General Engineering Consultants	500,000
Program Support	1,000,000
General Planning, Capital Development & Planning Studies	3,375,000
Preventative Maintenance	10,139,000
Hialeah Yard Layover track	500,000
New Rail Cars	3,000,000
Coach Wraps	850,000
Ticket Vending Machines	3,000,000
In-Board Hot Box Detectors	1,000,000
Dynamic Stabilizer	850,000
Smart Card	445,000
West Palm Beach Intermodal	517,000
Locomotive Acquisition*	8,029,607
Rolling Stock*	8,029,607
TOTAL PROJECT	\$42,835,214

FUNDING SOURCES

FTA Capital Assistance	\$26,776,000
American Recovery Reinvestment Act of 2009/FTA	\$16,059,214*
TOTAL PROJECTS	\$42,835,214

Total Request	\$42,835,214
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These improvements will enhance significantly the service reliability of passenger and freight service in the rail corridor owned by the Florida Department of Transportation.

Those wishing to review or obtain a copy of any materials pertaining to this public hearing may contact Carla D. McKeever at telephone (954)788-7953; if hearing impaired, telephone (800)273-7545 (TTY) for assistance. All written comments will be entered into the official records of the public hearing. Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes.

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, FL 33064, or telephone (954) 942-7245 for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Board of Directors for 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.

Unless amended, this notice will serve as the final Program of Projects for Fiscal Year 2009 for the South Florida Regional Transportation Authority.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF FEBRUARY 27, 2009

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, February 27, 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 - *arrived at 9:58 a.m.*
 Alice N. Bravo, Florida Department of Transportation, District VI - *arrived at 10:09 a.m.*
 James A. Cummings, Citizen Representative, Broward County – *via teleconference*
 Josephus Eggelletion, Jr., Chair – Broward County Commissioner
 Marie Horenburger, Citizen Representative, Palm Beach County
 Jeff Koons, Vice-Chair, Palm Beach County Commissioner
 Felix M. Lasarte, Citizens Representative, Miami-Dade County – *arrived at 10:15 a.m.*
 George Morgan, Governor’s Appointee

BOARD MEMBERS ABSENT:

F. Martin Perry, Governor’s Appointee

ALSO PRESENT:

Joseph Giuliatti, 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 9:42 a.m.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

While awaiting a quorum, the Chair requested Information Item I-2, Fare Study to be addressed.

I-2 **PRESENTATION** – Fare Study

Ms. Renee Matthews, Special Projects Manager, SFRTA addressed the Board. Ms. Matthews stated that the SFRTA has had the same fare policy since 1995. In consideration of the current economic environment the SFRTA has decided to revisit the fare structure policy. Ms. Matthews introduced Mr. John Lafferty of P.B. America, Inc.

Mr. John Lafferty stated that P.B. America, Inc. is reviewing the existing fare policy and formulating ways to maximize revenues and improve fare box recovery. He gave an overview of the current fare structure and policy, farebox technology, and the existing ticket vending machines (TVM). In evaluating these areas, Mr. Lafferty stated that future capabilities from TVM, fare structure, rider discounts, purchase methods and transfer guidelines are being studied. He also stated that peer group research and focus group interviews are being conducted. A comparative analysis with final recommendations will be presented to the SFRTA Board in May 2009.

The Chair recognized Commissioner Koons for questions.

Commissioner Koons commented that fare adjustments are needed. He inquired about public hearing requirements to implement a new fare schedule.

Ms. Renee Matthews stated that there is a 30 day notice for advertising a Public Hearing. A Public Hearing would take place and then suggestions would be presented to the Governing Board for approval. The earliest implementation of a new fare schedule would be June 2009.

Commissioner Koons stated that he would personally become involved with the transfer strategy to ensure a consistent seamless regional system.

Board Member Horenburger inquired as to the legal requirements of the details and speeding up the advertising.

Ms. Teresa Moore, General Counsel, SFRTA replied that the advertising has to state the intent of the action and a detailed listing needs to be shown.

The Chair stated that the Board needs to look at a fare structure change, a fare increase is imminent and that all three counties need to come in line with transfer policies.

Board Member Morgan commented that in looking at the Operations Report, usage by county ridership is 38% coming from Broward County; 36% is coming from Palm Beach County and 26% from Miami-Dade County.

Mr. Giuliatti responded that all three counties have implemented fare increases. The Board had previously made a decision not to increase fares. Miami-Dade County has increased its fares, and this increase has a direct affect on the relationship of the transfer policy between SFRTA and Miami-Dade Transit (MDT). MDT is looking to have a fare policy in place and new equipment

installed by June 2009. SFRTA requires the time to come back to the Board with a plan for this timeframe implementation. Mr. Giulietti related that Board Member Perry had met with Palm Beach Chamber of Commerce and that the Chamber had stated that the SFRTA needs to reconsider its fare policy.

Board Member Morgan commented that SFRTA is providing more service and that the people understand having to pay for the increase in service. He continued that Tri-Rail's on-time performance has declined and therefore the quality of service is not being provided. It is hard to ask the people to pay more for a poor quality service and asked, what is being done to improve the service?

Mr. Giulietti responded that much of the on-time performance decline is due to mechanical breakdowns. New cars are coming in and new locomotives are on order. He stated that next month, staff will be coming to the Board with a minor schedule change. This change is to provide additional time to turn the trains thus preventing losing multiple trains due to delays.

The Chair announced that at 9:58 a.m. a quorum had been reached and continued on with the agenda.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Giulietti requested the following changes to the Agenda.

ADDITION:

R4. Exhibit 1 Added. First Amendment to Funding Agreement between SFRTA and Board of County Commissioners of Palm Beach County, Florida.

DELETION:

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.

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.

Board Member Marie Horenburger moved to approve revised Agenda. The motion was seconded by Commissioner Jeff Koons.

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

DISCUSSION ITEMS

MATTERS BY THE PUBLIC

Mr. Tomas Boiton representing Citizens for Improved Transit addressed the Board. Mr. Boiton complimented SFRTA on the Summit that was held Saturday, February 21, 2009. He stated that the speaker on “Smart Growth” was an excellent choice in thinking outside the box and that SFRTA needs to think beyond Tri-Rail. He added that he sits on the Palm Beach MPO Citizens Advisory Board and Palm Tran Service Board and that public input on fare structure increases would be more beneficial at these types of meetings, where the citizen can be heard for more than a few minutes and discussion made. These committees can report back to the SFRTA Governing Board with the comments.

Mr. Joseph A. Stanecki representing the National Association of Rail Road Passengers addressed the Board. Mr. Stanecki commented on the DMU use and that there is no drinking water provided on board. He commented that he overheard rude comments and behavior coming from some crew members. At the Transportation Summit he noted that the additional drawbridge over the Miami canal is perplexing and inquired if it is needed.

Commissioner Barreiro commented that several properties past the drawbridge utilize the waterway and have rights to use the drawbridge.

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 January 23, 2009.

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

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

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).

The Chair commented that he is aware that negotiations are ongoing with Miami-Dade County and requested expedition of these negotiations.

Mr. Giulietti responded that Miami-Dade Transit (MDT) has accelerated their schedule and that the machines will be in place in June. There are problems with the integration in that the MDT machines are based on a single fare source and that the SFRTA machines need a multiple fare source and the machines will take 8 to 9 months to manufacture.

Ms. Matthews clarified that MDT will be administering the back office process. A participation agreement was approved by the Board last month and that this agreement is going through the MDT process prior to SFRTA signing a contract with CUBIC. MDT is on schedule to be finished in June 2009. This switch over to the "Easy Card" program will disallow Tri-Rail, Palm Tran and BCT a seamless transfer to the MDT system. Commuters will need to become participants in the "Easy Card" program. SFRTA is currently in talks with MDT to create a transition plan to gain access to the MDT system. SFRTA's schedule is to bring a contract back to the Board in April and once a contract is approved, it will take 9 months to manufacture the equipment.

Commissioner Barreiro stated that he will encourage expediency of these negotiations.

The Chair stated that this timing is unacceptable. These issues were known since last October and installation of the fare boxes is a critical issue with Broward County. The Broward County Commission will hold SFRTA accountable come budget time. SFRTA will need to figure out how to transfer these commuters from October through December 2009.

Commissioner Koons commented that he would like to have a monthly report update on this process.

Commissioner Bruno Barreiro 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. 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.

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

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

R3. 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.

Board Member Marie Horenburger moved for approval. The motion was seconded by Commissioner Jeff Koons.

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

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.

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

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

R5. DELETED

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.

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

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

R7. DELETED

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-2. INFORMATION - I-2. Fare Study

Addressed prior

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

Mr. Giulietti stated that ridership
- 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

OTHER BUSINESS

The Chair called Mr. Dave Ericks of Ericks Consulting to give a state legislative update.

Mr. Ericks commented that Miami-Dade County had passed a resolution in support of an additional \$2 to the car rental fee. The additional fee is being looked at by Broward and Palm Beach counties and it looks as if their support will be unanimous. Mr. Ericks stated that currently in Tallahassee, the CSXT/Orlando deal is being addressed. He explained that there are several transportation bills to utilize as a vehicle for the \$2 additional fee. This will be presented as a fee increase, since the original fee has not been increased since 1989.

Commissioner Koons stated that the Palm Beach Commission had approved the \$2 Resolution. The Commissioner inquired as to what kind of an agreement FDOT would be agreeable to match the statutory minimum from the counties and how would the new \$2 fee reach the SFRTA.

Mr. Ericks commented that the additional \$2 fee is the path of least resistance since it will lower FDOT's and the counties contributions and allow for expansion of the system.

Board Member Bravo commented that FDOT is an important partner with SFRTA and wants to ensure the success of the SFRTA for the future.

Board Member Morgan commented on transparency in government. He stated that this new \$2 fee should be supported by FDOT since it is not taking FDOT money. FDOT should be a strong supporter and an advocate of this and yet, the Secretary of Transportation has not weighed-in and has not agreed that this is a good idea. This is the same person that was opposed to us taking the existing \$2. One would think that this individual would weigh-in in supporting the new \$2 fee. There is still not a plan that the head of FDOT can support. This is a lack of transparency. SFRTA needs to make sure that the public and the legislature know that the counties and SFRTA are going hand in hand for this money. Board Member Morgan continued that it is incredulous that SFRTA is going into a session without a bill or amendment that is sponsored, and hoping to try to secure something at the last minute to be passed. This lack of transparency is a sad state of affairs and that funding for this Agency is left to back room negotiating without the support of FDOT and the up-front support of the counties.

The Chair clarified that the counties are mandated to support SFRTA funding and that the counties cannot be excused of this obligation. As of this moment, SFRTA does not have a bill and sometime during the legislative process, an SFRTA Amendment needs to be attached to a transportation bill.

Commissioner Barreiro commented that the 60 day legislative session is a small window to operate. He encourages the state to support the SFRTA amendment. The Tri-County delegation should understand not to sign on any fee increases unless we get support from the state.

Board Member Morgan asked for the language for the amendment.

Mr. Ericks stated that he believes a draft has been done. He continued that the Urban Coalition has come on board and this can be accomplished in 45 days.

Commissioner Barreiro stated that he returned from Washington, DC, where he had a meeting with Congressman Mica. The Congressman wants SFRTA to succeed in order for SunRail to succeed.

The Chair directed that the language be set, the vehicle be indentified and get a meeting set between the Secretary and the Chair. The Chair will also meet with the Senate President, the Speaker and the Governor's office. SFRTA needs to get everyone in line and to identify who will oppose the increase in the fee. Last year the rental car and travel/tourist industry were in opposition.

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti called upon Ms. Lashon Johnson to approach the dais. He announced that the American Public Transportation Association (APTA) ran a national campaign competition on excellence in customer service. After several rounds of competition, Ms. Johnson qualified as one of seven finalists to participate in the annual "The Call Center Challenge." Ms. Johnson competed in San Francisco and demonstrated her talents as one of the top customer service representatives in the industry. Ms. Johnson has been providing exemplary customer service to Tri-Rail passengers for four years. The SFRTA is proud of Ms. Johnson and grateful to her for her dedication and professionalism to the Tri-rail riders.

Mr. Giulietti stated that he will be visiting with John Cline of C2 Group in Washington, D.C. and federal monthly reports will be forward to the Board Members as they come in.

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

Commissioner Barreiro requested research and updates on high-speed rail.

Board Member Horenburger referred to Mr. Stanecki's comments on the rude behavior of the crew and called for a representative of Veolia to address the issue.

Mr. Sid Burkett, General Manager of Veolia Transportation addressed the Board. Mr. Burkett stated a program is in place and that he will talk to Mr. Stanecki to get the details and address the issue.

Board Member Horenburger commented on Mr. Giulietti's time and travel for agenda reviews and asked that Board Members be considerate of Mr. Giulietti's time and travel requirements.

Board Member Bravo stated that she had met with the Executive Director and FDOT District 4 staff in November regarding budget questions. Considering the economic state of affairs, it is important that the budget process goes through the highest level of screening to see where reductions can be made. Board Member Bravo suggested a budget, finance or operations committee be formed to include Board representation to review the budget.

Mr. Giulietti responded that the SFRTA Board has been provided with a budget showing \$2.7 million worth of cuts and still able to operate the 50 trains. The budget process cycle is coming up and staff will meet with each Board Member to review all aspects of the budget. The SFRTA has an Audit Committee and the SFRTA went through three separate audits last year.

Board Member Bravo suggested that a committee staffed with Board Members, in order that budgetary issues could be discussed and presented to the full Board. She would like to see in addition to the Income Statement, Item E, a statement to the balance of all accounts so an increase or decrease in revenue can show an effect on the SFRTA's overall standing.

The Chair stated that this would be taken into consideration and that it would be reviewed at the next meeting.

Board Member Morgan stated that at the last meeting the Board discussed the stimulus package and staff identified the projects that could be implemented. Board Member Morgan inquired as to which projects were chosen.

Mr. Jack Stephens, Deputy Executive Director, SFRTA responded that there is a very tight timeline requirement of 180 days to get these funds out to the street. Under the advice of FDOT and the FTA, SFRTA is looking at purchasing 3 to 5 locomotives, depending on what the stimulus money will provide. There are also ten rolling stock cars that can be obtained within the timeline.

Board Member Morgan inquired about station improvements.

Mr. Stephens responded that the problem is the timeline requirement. On several of the improvements, funding has been secured and funding cannot be swapped out. On other projects, procurement bids will take SFRTA past the 180 day requirement.

Board Member Bravo added that to her understanding of the requirements, through the 5307 Program, the SFRTA will receive approximately \$12-14 million. Through the 5309 Program the SFRTA can receive \$1.5 to 2 million. The fundamental requirement for these funds is that the money be obligated in 180 days.

Commissioner Koons commented that in terms of the stimulus package funds, the default mechanism is that if the project defaults, the money goes back to FDOT. At the Summit, Ms. Yvette Taylor, FTA District IV Administrator, mentioned that the FTA has \$20 million available to Florida.

Commissioner Barreiro stated that Miami Dade Earlington Height MIC connector is being funded with local money and is shovel ready. MD did their homework and obtained the funding and now cannot access federal funds.

Mr. Giulietti commented that the locomotives and procurement of additional cars will meet the stimulus package requirements.

Board Member Morgan commented on the need for security cameras for the stations and stated that if you have a plan in place, the money will come.

Board Member Bravo commented on the stimulus funds and that after the 120 days for highways and the 180 days for transit, the USDOT Secretary will look at each state as a whole and note that 50% is obligated or the States is at risk of losing the money.

Commissioner Koons commented that he will be in Tallahassee next week and be fighting for the SFRTA additional \$2 or this will be the end for the SFRTA.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:13 a.m.

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

AGENDA ITEM REPORT

Consent Regular Public Hearing

BUSINESS TRAVEL

REQUESTED ACTION:

MOTION TO APPROVE: The following business travel for the Governing Board and/or the Executive Director for calendar year 2009:

Meeting with Insurance Underwriters – Bermuda/London

APTA Conferences: Transit CEO’s Seminar
 Legislative Conference
 Commuter Rail/Rail Transit Conference
 Annual Meeting

FPTA: Florida Public Transportation Association’s Annual Conference

SUMMARY EXPLANATION AND BACKGROUND:

This travel will provide an opportunity for public transportation board members and management to attend educational seminars and workshops, as well as meet with similar personnel from other organizations to share information, discuss common concerns, and keep abreast of the latest developments in transportation.

<u>Department:</u>	Executive	<u>Department Director:</u>	Joseph Giulietti
<u>Project Manager:</u>	N/A	<u>Procurement Director:</u>	N/A

FISCAL IMPACT: Funding for these travel expenses will be available in the FY 2008-09 and 2009-10 Operating Budget Travel Line Item.

EXHIBITS ATTACHED: None

BUSINESS TRAVEL

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by:  3/19/09
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

James A. Cummings ____ Yes ____ No

Commissioner Josephus Eggelletion ____ Yes ____ No

Marie Horenburger ____ Yes ____ No

Commissioner Jeff Koons ____ Yes ____ No

Felix Lasarte ____ Yes ____ No

George Morgan ____ Yes ____ No

F. Martin Perry ____ Yes ____ No

Tracking No. 03270918

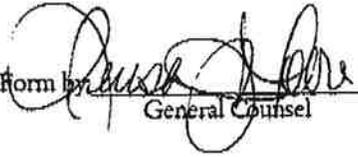
Page two

BUSINESS TRAVEL

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by  _____
General Counsel Date 3/18/09

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Josephus Eggelieton	<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
Felix Lasarte	<input type="checkbox"/> Yes <input type="checkbox"/> No
George Morgan	<input type="checkbox"/> Yes <input type="checkbox"/> No
F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MARCH 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 dispatching over the New River Bridge Corridor on the South Florida Rail Corridor, to reduce the staffing levels and to reduce the compensation accordingly.

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 contract and also to reflect a corresponding reduction in compensation. 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 during performance of Phase 1 services.

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: Boral Pin 3/19/09 Approved CLZ 3/19/09
Department Director Date Contracts Director Date

Authorized by: J. G. [Signature] 3/19/09 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 | | |

Tracking No. 03270919
Page 2

AGENDA ITEM NO. R1

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 _____ 3/17/09
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 Eggelieton _____ 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 MARCH 27, 2009

AGENDA ITEM REPORT

Consent Regular Public Hearing

RENEWAL OPTION TO AGREEMENT NO. 04-285
GILLY VENDING, INC.
FOR VENDING MACHINE SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: The second renewal to Agreement No. 04-285, between the South Florida Regional Transportation Authority and Gilly Vending, Inc., for vending machine services, exercising the second of two (2) one (1) year renewal options, extending the term through April 29, 2010.

SUMMARY EXPLANATION AND BACKGROUND:

On April 22, 2005 the Board approved Agreement No. 04-285 with Gilly Vending, Inc. to provide vending machine services for a period of three (3) years with two (2) one (1) year renewal options.

Based on satisfactory performance of the Contractor during the initial three year term and the first year renewal option, staff wishes to exercise the second of two (2), one (1) year options with Gilly Vending, Inc.

Department: Marketing
Project Manager: Steve Rosenberg

Department Director: Bonnie Arnold
Procurement Director: Christopher Bross

FISCAL IMPACT: This agreement generates approximately \$85,000 in revenue per year.

EXHIBITS ATTACHED: None.

RENEWAL OPTION TO AGREEMENT NO.04-285
GILLY VENDING, INC.
FOR VENDING MACHINE SERVICES

Recommended by: B. Arnold 3/19/09 Approved: CE. Z 3/19/09
Department Director Date Contracts Director Date

Authorized by: J. Suleta 3/19/09 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
Alice N. Bravo, P.E. 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

Tracking No. 03270920
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AGENDA ITEM NO. R2

RENEWAL OPTION TO AGREEMENT NO.04-285
GILLY VENDING, INC.
FOR VENDING MACHINE SERVICES

Recommended by: _____ Approved: _____
Department Director Date Contracts Director Date

Authorized by: _____ Approved as to Form by:  3/18/09
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
Alice N. Bravo, P.E. Yes No
James A. Cummings Yes No
Commissioner Josephus Eggelton Yes No
Marie Florenburger Yes No

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

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING MARCH 27, 2009

AGENDA ITEM REPORT

Consent Regular Public Hearing

SETTLEMENT AGREEMENT WITH WESTCHESTER FIRE INSURANCE COMPANY

REQUESTED ACTION:

MOTION TO APPROVE: Settlement Agreement with Westchester Fire Insurance Company.

SUMMARY EXPLANATION AND BACKGROUND:

On August 22, 2007, SFRTA defaulted ATC International Inc. (ATC) on the Rolling Stock Security Camera System Project, Contract No. 05-108 (the "Project"). ATC had secured a performance bond for the Project for the contract amount of \$900,250 with Westchester Fire Insurance Company (the "Surety").

At the time of ATC's default, SFRTA placed the Surety on notice and demanded performance under the terms of ATC's Performance Bond. When no action was taken, staff solicited proposals from contractors to perform the work. On March 28, 2008, the Board authorized a contract with Aware Digital, Inc., to install the security camera system. A notice to proceed was issued to the new contractor on April 22, 2008, and the completed work was accepted on September 10, 2008. The final project cost was \$1,263,132.76, or \$362,882.76 more than ATC's original contract amount.

The Surety subsequently asserted various claims in support of its refusal to perform under its bond. SFRTA disputed those assertions. Despite its claims, the Surety has offered to settle this matter under the performance bond for \$95,000.00 and its agreement that such payment does not absolve ATC from any future claims that may be made by SFRTA against ATC.

If SFRTA were to litigate this issue against the Surety, it is believed that SFRTA would incur, at a minimum, legal fees in excess of \$50,000, expert fees in excess of \$20,000, and associated costs in the range of \$15,000 to \$25,000. In light of the potential costs and the uncertainty of the outcome of litigating this issue against the Surety, it is recommended that SFRTA accept the present settlement offer of \$95,000.

Department: Executive
Project Manager: N/A

Department Director: Joseph Giulietti
Procurement Director: N./A

FISCAL IMPACT: Funds received will offset costs associated with the maintenance and installation of security cameras

EXHIBITS ATTACHED: Exhibit 1 - Settlement Agreement

SETTLEMENT AGREEMENT WITH WESTCHESTER FIRE INSURANCE COMPANY

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: J. Simulista 3/19/09
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Josephus Eggleton Yes No
Commissioner Bruno Barreiro Yes No
James A .Cummings Yes No
Marie Horenburger Yes No
Felix Lasarte Yes No

Commissioner Jeff Koons Yes No
Alice Bravo Yes No
George A. Morgan, Jr. Yes No
F. Martin Perry Yes No

Tracking No. 03270921

AGENDA ITEM NO.R3

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SETTLEMENT AGREEMENT WITH WESTCHESTER FIRE INSURANCE COMPANY

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  3/18/09
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Josephus Eggelation Yes No
 Commissioner Bruno Barreiro Yes No
 James A. Cummings Yes No
 Marie Horenburger Yes No
 Felix Lasarte Yes No

Commissioner Jeff Koons Yes No
 Alice Bravo Yes No
 George A. Morgan, Jr. Yes No
 Martin Perry Yes No

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement”) is made and entered into between WESTCHESTER FIRE INSURANCE COMPANY (“WFIC”), on the one hand, and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (“SFRTA”), on the other hand.

PURPOSE

The Parties to the Settlement Agreement acknowledge that the purpose of this agreement is to memorialize the resolution of certain disputes that arose between them relating to ATC International, Inc. (“ATC”) and that certain Performance Bond identified as K06671354.

RECITALS

WHEREAS, SFRTA is a body corporate and politic, a public instrumentality and an agency of the State of Florida created pursuant to §343.53, Fla. Stat.;

WHEREAS, in or about October, 2005, SFRTA entered into Contract No. 05-108 for the Rolling Stock Security Camera System (“Project”) with ATC for the installation of a Rolling Stock Security Camera System in the amount of \$900,250.00;

WHEREAS, ATC, in compliance with its contractual obligations, purchased a Performance Bond from WFIC (Bond No. K06671354) for the contract amount;

WHEREAS, on or about August 21, 2007, SFRTA terminated its contract with ATC due to ATC’s default in delivering an operable security camera system;

WHEREAS, on or about August 21, 2007, SFRTA placed WFIC on notice of ATC’s termination and made demand for completion of contract no. 05-108 under the terms of the Performance Bond.

WHEREAS, WFIC raised various claims in support of its refusal to complete the Project;

WHEREAS, the Parties are desirous of fully and finally resolving the dispute that exists concerning the Parties' obligations and benefits relative to Performance Bond No. K06671354, which specifically does not include the dispute between SFRTA and ATC.

NOW, THEREFORE, in consideration of the aforesaid recitals (which are hereby incorporated into and shall be deemed a part of this Settlement Agreement), the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Parties, it is agreed by and among the Parties hereto as follows:

AGREEMENT

1. **Veracity.** The recitals set forth above are true and correct.
2. **Settlement.** WFIC shall remit the lump sum payment of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) (hereinafter "Settlement Funds") to SFRTA within twenty (20) days of the Effective Date of this Agreement.
3. **Attorney's Fees.** Each party shall bear its own attorneys' fees and costs.
4. **Specific Release to WFIC.** SFRTA, a body politic and corporate, by and for itself and on behalf of its agents, representatives, employees, officers and directors, hereby releases, remises and forever discharges WFIC and its respective parent, subsidiary, sister and affiliated companies, corporations, divisions and partnerships from and against any and all demands, actions, causes of action, suits, debts, guarantees, damages, penalties, expenses, pain, suffering and liabilities, concerning or relating to WFIC's obligations under Performance Bond No. K06671354. However, nothing in this Specific Release shall be considered a release or waiver of any claim (whether legal or equitable) SFRTA has or may have against ATC concerning or relating to Contract No. 05-108.

5. **Specific Release to SFRTA.** WFIC, by and for itself and on behalf of its agents, representatives, employees, officers and directors, hereby releases, remises and forever discharge SFRTA and each of its respective successors and assigns, and each of their agents, representatives, executors, administrators, officers, Governing Board members, employees, from and against any and all demands, actions, causes of action, suits, debts, guarantees, damages, penalties, expenses, pain, suffering and liabilities, concerning or relating to Performance Bond No. K06671354.

6. **Changes in Fact.** It is understood and acknowledged by the Parties hereto that the facts with respect to which the Settlement Agreement is entered into may turn out to be other than or different from the facts now known to the Parties or believed by them to be true, and the Parties therefore expressly assume the risk of the facts turning out to be different and agree that the Settlement Agreement shall be in all respects effective and not subject to termination by reason of any such different facts.

7. **Releases Do Not Extend To Obligations Under The Settlement Agreement.** The releases set forth above are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under, this Settlement Agreement.

8. **Settlement Agreement Compromises Disputed Claims.** This Settlement Agreement is made and entered by the Parties as a compromise of disputed claims between them. Nothing in this Settlement Agreement, the specific releases contained in it, the payment provided by it, nor any document, pleading or paper prepared and signed pursuant to the provisions of the Settlement Agreement shall constitute or be construed or asserted as an admission of liability on the part of any Party.

9. **Warranty of Capacity to Execute Settlement Agreement.** The Parties represent and warrant that each has the right and authority to make and enter into this Settlement Agreement.

10. **Governing Law.** The Settlement Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. In the event any Party brings an action for breach of the provisions of this Settlement Agreement, the prevailing Party shall be entitled to the reasonable fees and expenses of its counsel.

11. **Drafting of the Agreement.** Each Party had access to counsel of its own choosing in this matter and in the drafting of this Settlement Agreement. Accordingly, no presumption shall be given in favor of, or against, any Party in interpreting the Settlement Agreement.

12. **No Third Party Beneficiaries.** All covenants and agreements contained in this Settlement Agreement are solely and exclusively for the benefit of the parties, and no other person or entity shall have standing to require performance of any such covenants and agreements, and no other person or entity shall, under any circumstances, be deemed to be a beneficiary of such obligations.

13. **Representation by Counsel.** Each Party was represented by independent counsel in this matter or had the opportunity to consult with independent counsel. Furthermore, the parties obtained advice from said counsel concerning the meaning, scope and effect of the Settlement Agreement, or voluntarily waived such opportunity.

14. **Severability.** If any provision of the Settlement Agreement is found to be unenforceable, the remaining provisions hereof shall nevertheless be carried into effect.

15. **Time is of the Essence.** Time is of the essence of the Settlement Agreement and of each and every term and condition and covenant in it.

16. **Entire Agreement.** This Settlement Agreement embodies the entire agreement and understanding of the Parties hereto, supersedes any prior agreement between the Parties, and may not be changed, altered or modified except by instrument in writing signed by the Party against whom enforcement, change, alteration, or modification is sought. Each Party acknowledges that no representation, inducement, promises or agreements, orally or otherwise, was made by any Party, or anyone acting on behalf of any Party, unless such representation, inducement, promises or agreements are embodied in the Settlement Agreement.

17. **Execution in Counterparts.** The Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Settlement Agreement, notwithstanding that all Parties are not signatory to the original or the same counterpart. Furthermore the Parties mutually agree that the Settlement Agreement may be executed by photocopied, faxed, or scanned signature pages which taken together shall be considered an original.

18. **Effective Date.** This Settlement Agreement shall become effective upon the date of the last signature placed hereon (the "Effective Date").

19. **Successors.** The Settlement Agreement shall be binding on all successors or assigns of the Parties.

20. **Section Headings.** The section headings contained in the Settlement Agreement are descriptive only and shall not be used to interpret, expand, modify, explain or limit any of the provisions of the Settlement Agreement.

WESTCHESTER FIRE INSURANCE
COMPANY

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____, 2009

Dated: _____, 2009

WPB/381,959,737/057375.017200

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

AGENDA ITEM REPORT

Consent Regular

WEST PALM BEACH INTERMODAL TRANSFER FACILITY AND SOUTH FLORIDA
REGIONAL TRANSPORTATION AUTHORITY PARKING LOT

REQUESTED ACTION:

MOTION TO APPROVE:

- A. MOTION TO APPROVE: An Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County (County) to fund the construction of a parking lot to serve the West Palm Beach Tri-Rail Station through a change order to 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.

- B. MOTION TO APPROVE: An Easement Agreement between SFRTA and County that grants SFRTA the right to use the unused portion of the County Property (Easement Premises) for a shared employee parking and public parking for patrons of the Tri-Rail Station.

- C. MOTION TO APPROVE: A License Agreement between SFRTA and County to allow County employees working within the Intermodal Facility to use SFRTA restroom facilities.

(Continued on Page 2)

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

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

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

EXHIBITS ATTACHED: Exhibit 1 – September 28, 2007 Board Agenda Item
Exhibit 2 – Interlocal Agreement
Exhibit 3 – Easement Agreement
Exhibit 4 – License Agreement

WEST PALM BEACH INTERMODAL TRANSFER FACILITY AND SOUTH FLORIDA
REGIONAL TRANSPORTATION AUTHORITY PARKING LOT

SUMMARY EXPLANATION AND BACKGROUND:

On September 28, 2007, the SFRTA Board approved several agreements between SFRTA and the County related to the West Palm Beach Intermodal Transfer facility (Exhibit 1), one of which was a Parking Agreement, allowing SFRTA to use a county-owned vacant land adjacent to the West Palm Beach Tri-Rail Station for construction of a parking lot for shared employee and patron parking. SFRTA issued a work order, under an existing General Engineering Consultant (GEC) agreement, to HDR Engineering to design a 163-space (118 public, 45 employees) parking lot on the site. Palm Beach County currently has an ongoing project for the construction of an Intermodal Transit Facility, which includes 18 bus bays for Palm Tran. Staff determined that by using the 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 Change Order to Catalfumo's contract with Palm Beach County was negotiated. Catalfumo's agreed upon price was within 3% of the Engineer's estimate. Catalfumo also committed to a four-month construction timeframe.

Staff is requesting Board approval of the Interlocal Agreement (Exhibit 2) between SFRTA and Palm Beach County to provide up to \$1,006,446.88 of Federal Transit Administration (FTA) funds to reimburse the County for Catalfumo's construction of the parking lot at the West Palm Beach Tri-Rail station pursuant to the Change Order. The Interlocal Agreement will replace portions of the Parking Lot Easement Agreement and related Parking Lot Easement.

Staff is also requesting Board approval of an Easement Agreement (Exhibit 3) between SFRTA and Palm Beach County that replaces the 2007 Parking Lot Easement and grants SFRTA the right to use the unused portion of the County Property (Easement Premises) for a shared employee parking and public parking for patrons of the Tri-Rail Station. It retains provisions from the prior documents that require that any future development of the Easement Premises by a third party will include 250 parking spaces for SFRTA passengers. The County maintains the right to terminate the easement with a one-year advance written notification if the land is needed for other County purposes.

On September 28, 2007, the Board also approved a License Agreement with Palm Beach County, allowing County employees working within the Intermodal Transfer Facility to use SFRTA restroom facilities and to allow SFRTA shared usage of an existing County parking lot at the West Palm Beach Tri-Rail Station. SFRTA is now causing to be constructed a 163-space parking lot on the county-owned site that will include 45 employees parking's spaces.

Staff is requesting Board approval of a new License Agreement (Exhibit 4) between SFRTA and Palm Beach County to allow County employees working within the Intermodal Transfer Facility to use SFRTA restroom facilities. This License Agreement terminates and replaces the existing agreement, because the County's existing parking lot will be replaced by the SFRTA lot being constructed by Catalfumo. The term of the License Agreement is for a period of ten (10) years, with automatic renewals for ten (10) year terms, unless terminated by SFRTA with a 180-day advance written notice.

WEST PALM BEACH INTERMODAL TRANSFER FACILITY AND SOUTH FLORIDA
REGIONAL TRANSPORTATION AUTHORITY PARKING LOT

Recommended by: Daniel Mazza 3/19/09 Approved by: CEZ 3/19/09
 Department Director Date Procurement Director Date

Authorized by: J. J. Julietti 3/19/09 Approved as to Form by: J. Cleon
 Executive Director Date Staff Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Tracking No. 09280761

AGENDA ITEM NO. R6

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 28, 2007

AGENDA ITEM REPORT

Consent Regular Public Hearing

WEST PALM BEACH INTERMODAL TRANSFER FACILITY

REQUESTED ACTION:

- A) MOTION TO APPROVE: The West Palm Beach Intermodal Transfer Facility Plat.
- B) MOTION TO APPROVE: An Easement Agreement between South Florida Regional Transportation Authority (SFRTA) and Palm Beach County (County) to allow for the County's use of SFRTA property in the development of the West Palm Beach Intermodal Transfer Facility.
- C) MOTION TO APPROVE: A Temporary Construction Easement with SFRTA to allow for the County to relocate water wells and fencing within SFRTA property as part of the development of the West Palm Beach Intermodal Transfer Facility.
- D) MOTION TO APPROVE: A License Agreement with SFRTA to allow County employees working within the Intermodal Transfer Facility to use SFRTA restroom facilities and to allow SFRTA shared usage of the County's parking lot.
- E) MOTION TO APPROVE: A Parking Agreement with SFRTA that grants SFRTA the right to use the unused portion of the County property (Surplus Property) for a public parking lot and provides that any future development of the Surplus Property by a third party include as part of any new development 250 parking spaces for SFRTA passengers.

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: Loraine K. Cargill

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

FISCAL IMPACT: N/A

EXHIBITS ATTACHED:

- Exhibit 1 - Plat
- Exhibit 2 - Easement Agreement
- Exhibit 3 - Temporary Construction Easement
- Exhibit 4 - Licence Agreement
- Exhibit 5 - Parking Agreement

WEST PALM BEACH INTERMODAL TRANSFER FACILITY

SUMMARY EXPLANATION AND BACKGROUND:

The County owns 5.8 acres (County Parcel) of land located at the southeast corner of Banyan Boulevard and Clearwater Drive in West Palm Beach. The County is developing the County Parcel to accommodate an Intermodal Transfer Facility (Transfer Facility.) In addition to the County Parcel, SFRTA owns .8 acres (SFRTA Parcel) of land on the eastern limits that abuts the County Parcel. SFRTA will grant an easement to the County to allow the SFRTA Parcel to be developed as part of the Transfer Facility. The Transfer Facility will be developed to accommodate Palm Tran buses and will ultimately provide a centralized location for transfers between bus, train and passenger vehicle modes of transportation. The County anticipates that construction on the Transfer Facility will begin in February 2008.

The City of West Palm Beach is requiring the entire 6.6 acre Transfer Facility be platted as a condition of site plan approval. Both the County and SFRTA are required to execute the plat as property owners (**Exhibit 1.**) The Easement Agreement will allow the County to construct portions of the Transfer Facility on SFRTA's property between the eastern limits of the County property and the railroad right-of-way (**Exhibit 2.**) The easement area is approximately 600' x 16' or .25 acres. The Temporary Construction Easement will allow for relocation of SFRTA's fencing and water wells from within the easement area to an adjacent area (**Exhibit 3.**) The Temporary Construction Easement will terminate upon the earlier of: 1) completion of the construction of the Transfer Facility; or 2) three (3) years from the effective date.

SFRTA currently owns an Operations Center located on the SFRTA Parcel. The License Agreement is required to allow County staff working within the Transfer Facility to use the existing SFRTA restroom facilities within the Operations Center, and to allow SFRTA's use of the existing parking lot located at the northeast corner of the County property (**Exhibit 4.**) The term of the License Agreement is for a period of ten (10) years, with automatic renewals for ten (10) year terms, unless terminated by either party with a 365-day advance written notice.

The Parking Agreement will ensure that prior to any conveyance or lease of the Surplus Property to a third party developer, the third party developer will be required to enter into an agreement with SFRTA that will include 250 public parking spaces in any future development of the Surplus Property (**Exhibit 5.**) Until such time, a non-exclusive Parking Lot Easement Agreement will be granted to SFRTA's for its use of the County property as a public parking lot. All costs associated with development, construction and maintenance will be the responsibility of SFRTA. Both the Parking Agreement and the Parking Lot Easement Agreement can be terminated by either party with a 365-day advance written notice.

WEST PALM BEACH INTERMODAL TRANSFER FACILITY

Recommended by: _____ Approved by: CL3 9/19/07
Department Director Date Procurement Director Date

Authorized by: [Signature] 9/19/07 Approved as to Form by: _____
Date Executive Director Date General Counsel

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Commissioner Josephus Eggelation	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Bill T. Smith	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No		

Tracking No. 09280761
Page 3

AGENDA ITEM NO. R6

WEST PALM BEACH INTERMODAL TRANSFER FACILITY

Recommended by: _____ Approved by: _____
Department Director Date Procurement Director Date

Authorized by: _____ Approved as to Form: _____
Executive Director Date Date
Date
[Signature] 9/13/07
General Counsel

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro ____ Yes ____ No

Commissioner Jeff Koons ____ Yes ____ No

James A. Cummings ____ Yes ____ No

John Martinez ____ Yes ____ No

Commissioner Josephus Eggelton ____ Yes ____ No

George A. Morgan, Jr. ____ Yes ____ No

Marie Horenburger ____ Yes ____ No

Bill T. Smith ____ Yes ____ No

Neisen Kasdin ____ Yes ____ No

**INTERLOCAL AGREEMENT BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND
PALM BEACH COUNTY
RELATING TO PROPERTY LOCATED AT THE
WEST PALM BEACH TRI-RAIL STATION**

THIS IS AN INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement"), entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter referred to as "County" and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, pursuant to Florida Statutes, Chapter 343, its successors and assigns, whose mailing address is 800 N.W. 33rd Street, Suite 100, Pompano Beach, Florida 33064, hereinafter referred to as "SFRTA". County and SFRTA are sometimes referred to herein individually as a "party" and collectively as the "parties".

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, SFRTA is the owner of a parcel of land legally described in Exhibit "A", attached hereto and made a part hereof ("SFRTA Property") upon which SFRTA has developed the West Palm Beach Tri-Rail Station ("Tri-Rail Station") and ancillary uses; and

WHEREAS, County is the owner of a parcel of land legally described in Exhibit "B", attached hereto and made a part hereof ("County Property"), which is adjacent to the SFRTA Property; and

WHEREAS, County is in the process of developing the County Property to provide a centralized location for public transfers between bus, train and passenger vehicle modes of transportation (the "Intermodal Transfer Facility"); and

WHEREAS, SFRTA has requested that the County grant SFRTA an easement to use the portion of the County Property legally described in Exhibit "C", attached hereto and made a part hereof (the "Easement Premises" or "Surplus Property"), for improvements that will provide for shared employee parking and public parking for patrons of the Tri-Rail Station (the "SFRTA

Parking Facility”), as more fully defined in the Easement Agreement attached hereto (Exhibit “G”); and

WHEREAS, County has determined that use of the Easement Premises by SFRTA for parking will help to further promote the use of public transportation in Palm Beach County; and

WHEREAS, the site plan, as approved by the City of West Palm Beach (the “City”) for the Intermodal Transfer Facility requires the construction of parking facilities serving the Intermodal Transfer Facility on a portion of the Easement Premises, a copy of which site plan is attached hereto as Exhibit “D” and incorporated herein by reference (the “Intermodal Site Plan”); and

WHEREAS, in order for SFRTA to utilize the Easement Premises for parking, the Intermodal Site Plan must be amended and such amendment approved by the City; and

WHEREAS, SFRTA has obtained approval of an amendment to the Intermodal Site Plan from the City of West Palm Beach; and

WHEREAS, the County has contracted with Catalfumo Construction, Ltd. to construct the Intermodal Transfer Facility; and

WHEREAS, to avoid delays in the construction of the shared employee and public parking, County and SFRTA have agreed that County shall authorize the County’s contractor that is currently constructing the Intermodal Transfer Facility to construct the SFRTA Parking Facility through a Change Order which is hereinafter defined; and

WHEREAS, County and SFRTA entered into a Parking Agreement dated October 2, 2007 (R2007-1719) (the “Parking Agreement”) and a Parking Lot Easement Agreement dated October 2, 2007 (R2007-1720), relating to parking for the Tri-Rail Station (the “Parking Lot Easement”); and

WHEREAS, the parties wish to terminate the previously approved Parking Agreement and Parking Lot Easement and enter into a new easement relating to parking for the Tri-Rail Station;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **TERMINATION.** The Parking Agreement dated October 2, 2007 (R2007-1719) and the Parking Lot Easement dated October 2, 2007 (R2007-1720) are hereby terminated in their entirety.

3. DEFINITIONS.

- A. Capital Improvements Division - A work unit within the Facilities Development & Operations Department of Palm Beach County Board of County Commissioners charged with the responsibility for the design and implementation of construction of public facilities within the jurisdiction of the County.
- B. Consultant - The designer employed by SFRTA to provide design and engineering services through the design and construction phases of the Project as hereinafter defined.
- C. Catalfumo - Catalfumo Construction, Ltd. entered into a construction contract with the County to construct the Intermodal Transfer Facility, also known as the "Contractor".
- D. Project Manager - The person with primary responsibility for providing SFRTA the required services contemplated by this Agreement, employed by the County's Facilities Development & Operations Department/Capital Improvements Division.
- E. Change Order - The contractual vehicle that adjusts the existing intermodal construction contract between Palm Beach County and Catalfumo for the implementation of the SFRTA Parking Facility, also known as "Amendment #2".

4. APPROVALS AND PERMITS.

4.1 SFRTA has obtained an amendment to the Intermodal Site Plan (the "Intermodal Site Plan Amendment"), amending such site plan to permit construction of the reconfigured parking shown on Exhibit "E", attached hereto and incorporated herein by reference (the "SFRTA Parking Facility" and/or "Project"). Any deviation from the Intermodal Site Plan Amendment, whether due to a change made by SFRTA, the City, or any other entity, shall require the prior written approval of County, which may be granted or withheld by County in its sole and absolute discretion. SFRTA shall not agree to any such deviation or obtain approval of an amendment to the Intermodal Site Plan reflecting any such deviation without having received such approval from County. SFRTA shall be responsible for all conditions of approval of the Intermodal Site Plan Amendment. Any conditions of approval of the Intermodal Site Plan Amendment involving the dedication of land, easements or otherwise which impact County's title to or use of the Easement Premises or the County Property which are imposed by City or any regulatory agency (including County acting in its regulatory capacity) shall require County's prior written approval, which may be granted or withheld by County in its sole and absolute discretion.

4.2 In addition to the Intermodal Site Plan Amendment, SFRTA shall be responsible for obtaining, at its sole cost and expense, any other land use, zoning, environmental and other approvals which are necessary or required to construct and operate the SFRTA Parking Facility (the "Permits"). SFRTA shall be responsible for all conditions which may be imposed in

connection with the Permits. SFRTA shall submit to County for County's prior written approval and consent every Permit application prepared for submittal to any Federal, State or local agency. All design approvals and associated costs shall be the sole responsibility of SFRTA. SFRTA shall provide to County copies of any and all permits which SFRTA obtains.

4.3 Prior to commencement of construction of the Project, SFRTA has submitted to County, for County's written approval and consent, every application, submittal, response, or correspondence of any type to the FTA (Federal Transit Authority) or any other governmental agency with respect to the Request for Categorical Exclusion or any NEPA (National Environmental Policy Act) action. The County may, at its sole and absolute discretion, refuse to consider or disapprove: 1) any conditions or restrictions which extend beyond the limits of the Easement Premises; and 2) any conditions or restrictions that limit or reduce the future developability of, or increase the costs to develop, the County's Property or the Easement Premises for any use other than the SFRTA Parking Facility.

5. CONSTRUCTION OF SFRTA PARKING FACILITY.

5.1 At SFRTA's request, County has negotiated with Catalfumo a Change Order with a not-to-exceed amount of \$1,006,446.88 for the construction of the SFRTA Parking Facility, a copy of which is attached hereto as Exhibit "F" and incorporated herein by reference (the "Change Order"). County and SFRTA have agreed that provided SFRTA obtains the Permits, County shall provide construction administration and coordinating project management services ("Services"), as set forth in 5.1.1 below, to SFRTA for the construction and closeout phases of the Project, and upon the request of and at SFRTA's expense, shall authorize Catalfumo to construct the SFRTA Parking Facility. After SFRTA has obtained the Permits, SFRTA shall deliver to County not later than April 30, 2009 all Permits and a Notice to Proceed for construction of the SFRTA Parking Facility pursuant to the Change Order unless extended by mutual agreement. Such work shall be performed by Catalfumo for and at the expense of SFRTA.

5.1.1 Services provided by County shall include: 1) conducting a pre-construction conference(s) for attendance by the Consultant, SFRTA representatives and Catalfumo; 2) reviewing applications for payment submitted by the Catalfumo for completeness and conformance with the Change Order requirements, which include, certification of the amount(s) requested for payment and said payment shall be paid by County, as approved by the County; 3) field representative's observation of work in progress; 4) reviewing and forwarding to SFRTA all Project warranties and other Project completion documents; and 5) general administration and coordinating project management of Catalfumo for the Change Order work.

5.1.2 SFRTA shall pay County a lump sum amount of \$15,000 for County staff time required to perform the Services as set forth above. For any additional service authorized by SFRTA, the County will be compensated based on a lump sum amount agreed upon in any additional written agreements which authorize those services. The County shall submit to SFRTA an invoice for the Services upon the completion of the SFRTA Parking Facility, along with the following deliverables: 1) final as-built

drawings (red-line mark-up acceptable); 2) final permits; 3) certified payrolls; 4) warranties and maintenance documents for site lighting; 5) a certificate of occupancy or completion for the Parking Facility. SFRTA shall make payment directly to County within 20 days after receipt of written notification by County.

5.1.3 County agrees that, to the best of County's knowledge, no federal appropriated funds have been paid or will be paid by County 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 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.

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.

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

5.2 Upon County's receipt of SFRTA's Notice to Proceed not later than April 30, 2009, unless extended by mutual agreement, County shall deliver an Easement to SFRTA in the form attached hereto as Exhibit "G" (the "Easement Agreement") and will authorize Catalfumo to construct the SFRTA Parking Facility.

5.3 SFRTA acknowledges that County is permitting SFRTA to utilize County's contract with Catalfumo as an accommodation to SFRTA. SFRTA hereby releases County from any liability and agrees to indemnify, defend and hold harmless County relating to the Change Order and the work performed pursuant thereto.

5.4 Responsibilities of SFRTA pursuant to the Change Order and this Agreement shall include: 1) reimbursing the County for amounts paid to Catalfumo in one lump sum payment within 20 days after receiving written notification of completion from County; 2) being solely responsible for any costs associated with any delays, additional change orders, and/or errors or omissions with the construction plans unless they are caused by the County; 3) visiting the site at appropriate intervals to determine, in general, if the work is proceeding in accordance with the Change Order and advising the County in advance of those visits; 4) being responsible for all

costs of, or services associated with, any litigation resulting from the Change Order; 5) approving the Director of Planning, Engineering and Construction for SFRTA as the SFRTA's Representative or his designee, to act on its behalf with respect to rendering decisions, approvals as necessary, reviewing and approving shop drawings in a timely manner, and to act as the point of contact for the Project Manager; 6) retaining a Consultant throughout construction of the Project whose services, duties and responsibilities shall include cooperating with the County and shall be consistent with the terms of this Agreement and Change Order; 7) being responsible for the funding of the Change Order as well as any additional changes required to complete the Project; and 8) approving an initial budget and any subsequent revisions to the Project budget.

5.4.1 SFRTA's contract with the Consultant shall impose the following responsibilities on Consultant: 1) attending pre-construction conference and progress meetings; 2) making periodic and regular visits/inspections to the site at intervals appropriate to the various stages of construction as Consultant deems necessary including substantial completion, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work; 3) on the basis of Consultant's observations, recommend to the County's Project Manager, disapproval / rejection of Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms to the Change Order and/or any additional construction agreements as approved by County and SFRTA (the "Contract Documents"), or that it will prejudice the design concept of the Project; 4) acting as an initial interpreter of the requirements of the Contract Documents; 5) issuing the necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare field bulletins as required; 6) reviewing and approving (or taking other appropriate action) shop drawings for compliance with the Contract Documents in a timely manner which will not delay the Contractor in completing its work; 7) receiving and reviewing copies of all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents; 8) making a final inspection to determine if the completed work is acceptable so that Consultant may recommend to the County's Project Manager, in writing, issuing final payment to Contractor and give written notice to County that the work is acceptable and in compliance with the Contract Documents.

5.5 SFRTA acknowledges that any construction related approvals provided by the County through the construction of the Project does not change the approved construction plans attached to the Change Order.

5.6 In the event that SFRTA does not provide County with SFRTA's Notice To Proceed by April 30, 2009, or any extension thereof as provided in Section 5.1, County shall have the right at its option, to be released from all obligations under Sections 5.1 through 5.5 above. In such event, SFRTA may, at its option, elect to proceed with construction of the SFRTA Parking Facility independently. SFRTA acknowledges SFRTA's constructing said Facility independent of County's construction will require significant coordination with the County, City and with Catalfuomo in order to separate the two projects and may require SFRTA to wait until completion of construction of the Intermodal Transfer Facility to commence SFRTA's construction activities. SFRTA and County shall cooperate in developing a plan for

coordinating construction activities and SFRTA shall not proceed with construction until said plan has been approved by County. Upon approval of said plan by County, and issuance of all permits and approvals required by the City for construction of the SFRTA Parking Facility, County shall grant SFRTA the Easement Agreement. Thereafter, SFRTA shall cause the SFRTA Parking Facility to be constructed in accordance with the approved plan and Permits, at SFRTA's sole risk, cost and expense and agrees to diligently pursue construction until completion.

6. TEMPORARY COUNTY EMPLOYEE PARKING. The parties acknowledge and agree that during construction of the SFRTA Parking Facility, SFRTA will temporarily reserve 10 parking spaces located near or around the Tri-Rail Station Property, as depicted on Exhibit "H", ("Temporary County Employee Parking Spaces"), attached hereto and made a part hereof, for County bus drivers and County employees (collectively "County employees") working at the Intermodal Transfer Facility. The County employees utilizing said parking spaces will have access on a twenty-four hour a day, three hundred sixty-five day a year basis. Upon completion of the SFRTA Parking Facility, the County will vacate the temporary spaces and utilize the parking spaces in the designated employee parking area within the SFRTA Parking Facility, as reserved for County in the Easement Agreement.

7. TEMPORARY CONSTRUCTION EASEMENT. SFRTA acknowledges and hereby grants to County and Catalfumo a Temporary Construction Easement over the SFRTA property as shown on Exhibit "I", (the "TCE"), attached hereto and made a part hereof, for the purpose of constructing the Project. The TCE shall terminate in either one (1) year or upon completion of the Project, whichever is earlier.

8. MAINTENANCE OF IMPROVEMENTS. In the event County constructs improvements within the Easement Premises prior to granting SFRTA the Easement, County shall be responsible for maintaining such improvements until County grants SFRTA the Easement. SFRTA shall be responsible for maintaining all improvements within the Easement Premises, whether constructed by County or SFRTA, commencing upon the date County grants SFRTA the Easement.

9. COUNTY RESERVATION OF RIGHTS. County reserves the right to provide for further development of the County Property for purposes consistent with the conditions of the federal grant used to purchase the County Property, including all or any portion of the Easement Premises. If the County requires use of any or all of the Easement Premises, SFRTA acknowledges that County shall not be required to reimburse SFRTA for any costs or expenses associated with the SFRTA Parking Facility, including, but not limited to, the design, permitting, construction, maintenance, consultants, permit fees or other costs associated therewith. In the event the Easement Premises are required for County use, the County reserves the right to terminate this Agreement in its entirety by delivering written notice of such termination to SFRTA one (1) year prior to such termination.

10. COUNTY SALE OR LEASE. In the event the County decides to convey or lease the Easement Premises to a third party for the purpose of development (the "Third Party Developer"), County agrees to: 1) include SFRTA in the development of the RFP, evaluation of

the proposals, and the negotiation with the Third Party Developer; and 2) include in any agreement to convey or lease the Surplus Property, a requirement that the Third Party Developer include as part of any new development of the Surplus Property, 250 parking spaces for members of the public using the West Palm Beach Tri-Rail Station. Any agreement made between a Third Party Developer and SFRTA for the construction, operation, maintenance, all associated costs, and any other provisions affecting the replacement of SFRTA's Parking Facility, shall be executed by said parties prior to the conveyance or lease of any portion of the Surplus Property. SFRTA shall exercise reasonable good faith efforts to reach an agreement with such third party developer. SFRTA acknowledges that it will not be reimbursed by County or Third Party Developer for any costs or expenses associated with the SFRTA Parking Facility, including, but not limited to, the design, construction, maintenance, consultants, permit fees or any other cost associate therewith.

11. INDEMNIFICATION. SFRTA and County each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section, 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. SFRTA and County agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes, Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to self-insure for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

12. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. EST on a business day and on the next business day if transmitted after 5:00 p.m. EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

12.1 County:
Director
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Fax: (561) 233-0210

With a copy to:
Palm Beach County Attorney's Office
Attn: Real Estate Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Fax: (561) 355-4398

12.2 SFRTA:
South Florida Regional Transportation SFRTA
800 NW 33rd Street, Suite 100
Pompano Beach, Florida 33064
Attn.: Executive Director
Fax: (954) 788-7961

With a copy to:
Greenberg Traurig
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Teresa J. Moore
Fax: (561) 655-6222

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

13. ASSIGNMENT. Neither party may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld in such party's sole and absolute discretion. Notwithstanding the foregoing, SFRTA may assign this Agreement to a successor entity or the Florida Department of Transportation.

14. DEFAULT.

14.1 Default by SFRTA. In the event SFRTA fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to: 1) terminate this Agreement by written notice to SFRTA, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; 2) grant SFRTA a reasonable period of time within which to cure such default during which time SFRTA shall utilize SFRTA's best efforts, including bringing suit, to remedy such default; or 3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and SFRTA fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to

obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

14.2 Default by County. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, SFRTA shall have the right to: 1) terminate this Agreement by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; 2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or 3) seek specific performance of the terms of this Agreement. In the event SFRTA elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, SFRTA shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event SFRTA elects option number three (3) and SFRTA is unable to obtain specific performance of this Agreement for any reason, SFRTA shall have the right to terminate this Agreement and pursue damages.

15. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

16. WAIVER OF JURY TRIAL. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

17. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

18. RECORDING. In accordance with the requirements of Section 163.01(11), Florida Statutes, prior to its effectiveness, this interlocal agreement and subsequent amendments thereto shall be filed with the clerk of the circuit court of Palm Beach County.

19. TIME OF ESSENCE. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

20. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

21. INTEGRATION; ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement, and may not be modified or amended, except in a writing signed by all of the parties hereto.

22. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

23. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

24. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Governing Board of the South Florida Regional Transportation Authority, and shall become effective only after it has been signed by all parties. The Effective Date shall be the date this agreement is filed with the clerk of the circuit court of Palm Beach County .

25. FORCE MAJEURE . In the event the performance by 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 County reasonably determines will interfere with its ability to perform, County shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered in the presence of:

SFRTA:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida, pursuant to Florida Statutes, Chapter 343

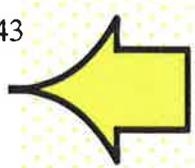
WITNESSES:

Witness Signature

By: _____

Print Witness Name

Title: _____



Witness Signature

Print Witness Name

STATE OF FLORIDA } COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by _____, who is personally known to me.

Notary (Signature)

Print/Type Name

My Commission Expires: _____

Commission Number: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____ General Counsel

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

COUNTY:

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
John F. Koons, Chairman

(OFFICIAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Audrey L. Wolf, Director
Facilities Development & Operations

EXHIBIT LIST

EXHIBIT "A"	SFRTA PROPERTY
EXHIBIT "B"	COUNTY PROPERTY
EXHIBIT "C"	EASEMENT PREMISES
EXHIBIT "D"	INTERMODAL SITE PLAN
EXHIBIT "E"	SFRTA PARKING FACILITY/PROJECT
EXHIBIT "F"	CHANGE ORDER
EXHIBIT "G"	EASEMENT AGREEMENT
EXHIBIT "H"	TEMPORARY COUNTY EMPLOYEE PARKING SPACES
EXHIBIT "I"	TCE

EXHIBIT "A"

SFRTA PROPERTY

Parcel B, West Palm Beach Intermodal Transfer Facility plat, as recorded in Plat Book 110, Page 191 and 192 of the public records of Palm Beach County, Florida.

EXHIBIT "B"

COUNTY PROPERTY

Parcel A, West Palm Beach Intermodal Transfer Facility plat, as recorded in Plat Book 110, Page 191 and 192 of the public records of Palm Beach County, Florida.

EXHIBIT "C"

EASEMENT PREMISES

EXHIBIT "C"
EASEMENT PREMISES
Page 1 of 2

DESCRIPTION: PARKING EASEMENT

A PORTION OF PARCEL 'A', WEST PALM BEACH INTERMODAL TRANSFER FACILITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGES 191 AND 192, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 'A'; THENCE SOUTH 12° 41' 46" WEST, A DISTANCE OF 101.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1171.28 FEET, A CENTRAL ANGLE OF 6°45'00", FOR AN ARC LENGTH OF 137.99 FEET; THENCE, NORTH 89° 13' 19" WEST, NON-TANGENT FROM THE LAST DESCRIBED CURVE, A DISTANCE OF 24.82 FEET; THENCE, SOUTH 00° 46' 29" WEST, A DISTANCE OF 21.08 FEET. THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE EAST BOUNDARY OF SAID PARCEL 'A'; THENCE, NORTH 88° 52' 27" WEST, ALONG A LINE 257.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH BOUNDARY OF SAID PARCEL 'A', A DISTANCE OF 288.64 FEET TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL 'A'; THENCE NORTH 00° 01' 15" WEST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 231.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°18'23", FOR AN ARC LENGTH OF 39.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1115.92 FEET, A CENTRAL ANGLE OF 0°50'25", FOR AN ARC LENGTH OF 16.36 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88° 52' 27" EAST, A DISTANCE OF 316.96 FEET TO THE POINT OF BEGINNING; THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE WEST AND NORTH BOUNDARY OF SAID TRACT 'A';

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, FLORIDA AND CONTAIN 84,635 SQUARE FEET (1.943 ACRES) MORE OR LESS.

NOTES:

THE BEARINGS SHOWN HEREON ARE BASED AN ASSUMED MERIDIAN, WITH THE NORTH BOUNDARY OF PARCEL 'A', WEST PALM BEACH INTERMODAL TRANSFER FACILITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGES 191 AND 192 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, BEARS NORTH 88° 52' 27" WEST.

THIS DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED SKETCH.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER 271

NOV 20 2008


NICHOLAS MESSINA JR.

PROFESSIONAL SURVEYOR AND MAPPER NO. 6559

THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID
WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

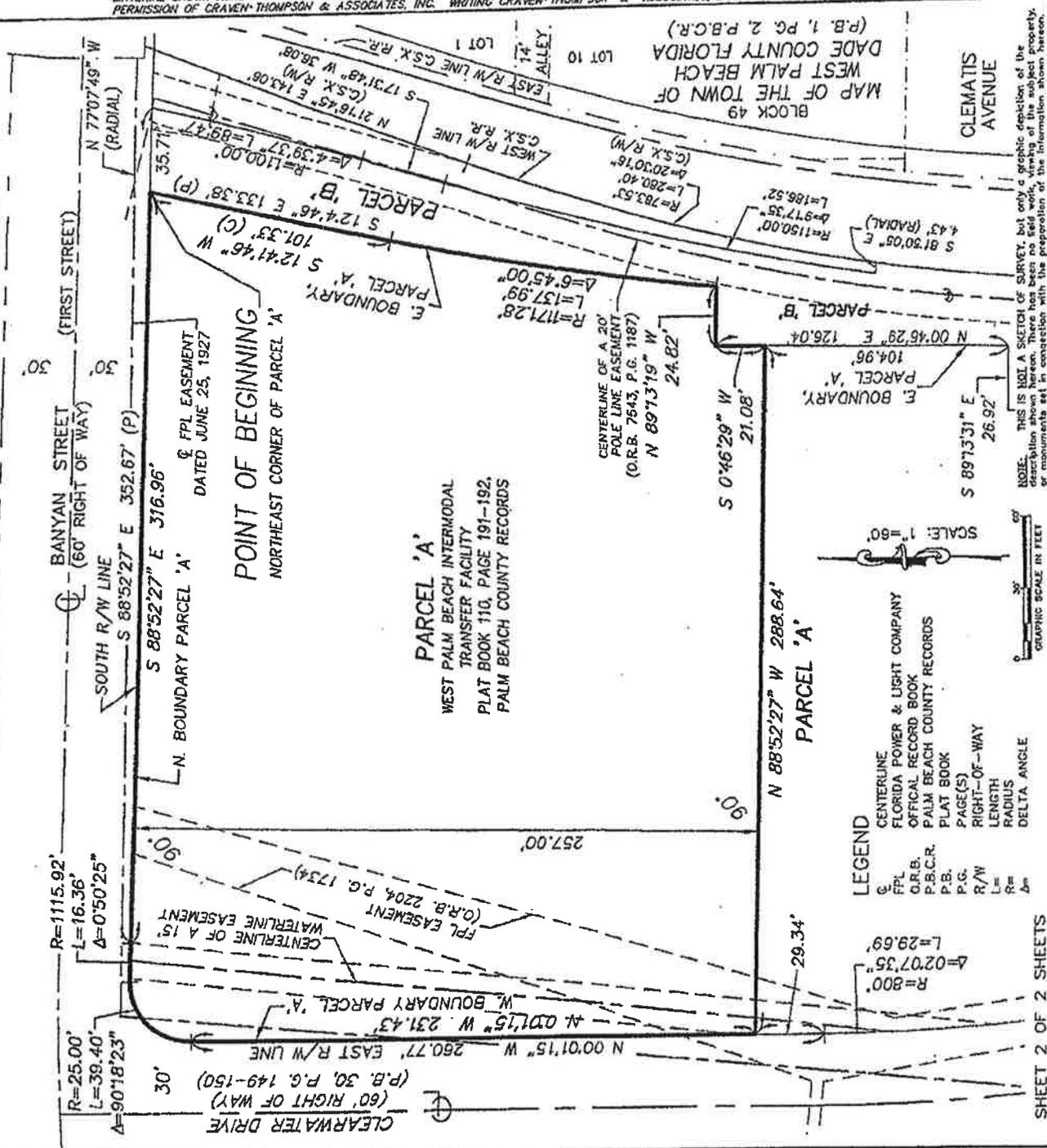
CRAVEN • THOMPSON & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114
 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004



**SKETCH TO ACCOMPANY DESCRIPTION
 SFRTA PARKING EASEMENT**

FOR: **TRI-RAIL**



NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work done for the information shown hereon, or monuments set in connection with the preparation of the information shown hereon.

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

G:\2000\000007-02-WEST PALM STA\DWG\LEGALS\SD-SFRTA-PARKING2.DWG

EXHIBIT "D"

INTERMODAL SITE PLAN

EXHIBIT "E"

SFRTA PARKING FACILITY/PROJECT

EXHIBIT "F"

CHANGE ORDER

**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) for various capital improvement projects on a continuing contract basis (the "Contract"), is in full force and effect and that this merely supplements said Contract;

WHEREAS, Amendment No. 1 approved a contract with the Construction Manager for the County's Palm Tran's West Palm Beach Intermodal Transit Facility; and

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 Manager fees, for construction and warranty services, and other services as set forth herein and in the Contract;

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 (GMP) 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 \$23,378.56 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) **Construction Manager shall add SFRTA as an additional insured on all insurance policies as required by the Contract.**

- (4) Construction Manager agrees that, to the best of Construction Manager's knowledge, no federal appropriated funds have been paid or will be paid by Construction Manager on behalf of County 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 Construction Manager 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.

Construction Manager 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.

- (5) 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 Owner and Construction Manager has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
Deputy Clerk

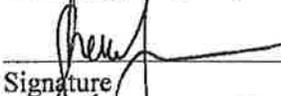
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

WITNESSES:


Signature

FERNAN LOPEZ
Name (type or print)


Signature

SHERIE FURMAN
Name (type or print)



OWNER:

PALM BEACH COUNTY BOARD, FLORIDA
a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons, Chairperson

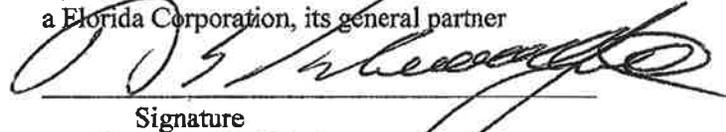
APPROVED AS TO TERMS
AND CONDITIONS

By: _____
 Director - FD&O

CONSTRUCTION MANAGER:

By: Catalfumo Construction, Ltd.
a Florida Limited Partnership

By: Catalfumo Construction, Inc.,
a Florida Corporation, its general partner


Signature

DANIEL S. CATALFUMO
Name (type or print)

PRESIDENT / CEO
Title

(Corporate Seal)

EXHIBIT A

Tri Rail Temporary Parking Lot Facility at WPB Train Station
 PALM BEACH COUNTY JOB NUMBER: 69122 - CATALFUMO JOB NUMBER: 010943
 CATALFUMO CONSTRUCTION, Ltd.

GMP ESTIMATE BASED ON ATTACHED
 PLAN LIST (DATED 12/18/09)
 STANDALONE 4 MONTH SCHEDULE

EXHIBIT 2.1.A.A

SUMMARY BUDGET ITEMS - GMP FORMAT

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP
01.0	CONSTRUCTION MANAGERS FEE (INCLUDES DESIGN & ADMIN)	\$ 184,862.64	18.4%	\$ 184,862.64	18.4%
02.1	OFF-SITE	\$ 1,827.43	0.2%	\$ 1,827.43	0.2%
02.2	ON-SITE	\$ 107,748.74	10.7%	\$ 107,748.74	10.7%
02.3	OVERHEAD & PROFIT	\$ 47,335.99	4.7%	\$ 47,335.99	4.7%
03.0	COST OF THE WORK	\$ 816,050.81	81.6%	\$ 816,050.81	81.6%
04.1	GENERAL CONDITIONS	\$ 94,371.44	9.4%	\$ 94,371.44	9.4%
04.2	CEI DIVISIONS 1 THROUGH 15	\$ 762,679.37	76.3%	\$ 762,679.37	76.3%
04.2	SUBTOTAL	\$ 94,371.44	9.4%	\$ 94,371.44	9.4%
04.2	REWORK	\$ 11,811.53	1.2%	\$ 11,811.53	1.2%
04.2	INSURANCE & BUILDER RISK	\$ 8,751.33	0.9%	\$ 8,751.33	0.9%
04.2	SALES TAX RECOVERY	\$ -	0.0%	\$ -	0.0%
04.2	SUBTOTAL	\$ 11,811.53	1.2%	\$ 11,811.53	1.2%
04.2	SALES TAX RECOVERY	\$ -	0.0%	\$ -	0.0%
04.2	SUBTOTAL	\$ 8,751.33	0.9%	\$ 8,751.33	0.9%
04.2	CONSTRUCTION CONTINGENCY	\$ 23,376.88	2.3%	\$ 23,376.88	2.3%
04.2	UNRECOVERED SALES TAX	\$ 109,488.89	10.9%	\$ 109,488.89	10.9%
		\$ 184,862.64	18.4%	\$ 184,862.64	18.4%
		\$ 1,827.43	0.2%	\$ 1,827.43	0.2%
		\$ 107,748.74	10.7%	\$ 107,748.74	10.7%
		\$ 47,335.99	4.7%	\$ 47,335.99	4.7%
		\$ 816,050.81	81.6%	\$ 816,050.81	81.6%
		\$ 94,371.44	9.4%	\$ 94,371.44	9.4%
		\$ 762,679.37	76.3%	\$ 762,679.37	76.3%
		\$ 94,371.44	9.4%	\$ 94,371.44	9.4%
		\$ 11,811.53	1.2%	\$ 11,811.53	1.2%
		\$ 8,751.33	0.9%	\$ 8,751.33	0.9%
		\$ -	0.0%	\$ -	0.0%
		\$ 11,811.53	1.2%	\$ 11,811.53	1.2%
		\$ 8,751.33	0.9%	\$ 8,751.33	0.9%
		\$ 23,376.88	2.3%	\$ 23,376.88	2.3%
		\$ 109,488.89	10.9%	\$ 109,488.89	10.9%
		\$ 184,862.64	18.4%	\$ 184,862.64	18.4%
		\$ 1,827.43	0.2%	\$ 1,827.43	0.2%
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		\$ 8,751.33	0.9%	\$ 8,751.33	0.9%
		\$ -	0.0%	\$ -	0.0%
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		\$ 184,862.64	18.4%	\$ 184,862.64	18.4%
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		\$ 11,811.53	1.2%	\$ 11,811.53	1.2%
		\$ 8,751.33	0.9%	\$ 8,751.33	0.9%
		\$ 23,376.88	2.3%	\$ 23,376.88	2.3%
		\$ 109,488.89	10.9%	\$ 109,488.89	10.9%
		\$ 184,862.64	18.4%	\$ 184,862.64	18.4%

**FRONT PAGE OF
PUBLIC PAYMENT BOND**
Florida Statute 255.05

BOND NO. 964-012-098

CONTRACTOR: Catalfumo Construction, Ltd.
4300 Catalfumo Way North
West Palm Beach, FL 33410
561-694-3000

SURETY: Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02117
617-357-9500

AGENT: Nielson, Rosenhaus & Associates
4000 South 57th Avenue, Suite 201
Lake Worth, FL 33463
(561) 432-5550

OBLIGEE: Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411
561-233-0280

PROJECT: West Palm Beach Intermodal Transit Facility (Palm Tran)- Amendment 2

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 964012098

BOND AMOUNT: \$1,006,446.88

CONTRACT AMOUNT: \$1,006,446.88

CONTRACTOR'S NAME: Catalfumo Construction, Ltd.

CONTRACTOR'S ADDRESS: 4300 Catalfumo Way North

Palm Beach Gardens, FL 33410

CONTRACTOR'S PHONE: (561) 694-3000

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY'S ADDRESS: 175 Berkeley Street

Boston, MA 02117

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 2633 Vista Parkway

West Palm Beach, FL 33411

OWNER'S PHONE: (561) 233-0280

DESCRIPTION OF WORK: West Palm Beach Intermodal Transit Facility (Palm Tran)- Amendment 2
Construction costs of South Florida Regional Transportation Administration's (SFRTA)
163 space paved parking lot with associated drainage, lighting, landscaping and irrigation.

PROJECT LOCATION: 150 Clearwater Drive

West Palm Beach, FL 33401

LEGAL DESCRIPTION: _____

This Bond is issued in favor of the County conditioned on the full and faithful performance of

the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Oblige, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ 1,006,446.88)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: West Palm Beach Intermodal Transit Facility (Palm Tran)- Amendment 2
Project No.: 93222
Project Description: Construction costs of South Florida Regional Transportation Administration (SFRTA) 163 space paved parking lot with associated drainage, lighting, landscaping and irrigation.
Project Location: 150 Clearwater Dr, West Palm Beach, FL 33401

in accordance with Design Criteria Drawings and Specifications prepared by

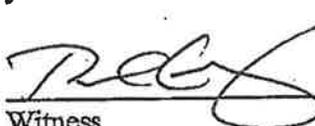
NAME OF ARCHITECTURAL FIRM: Miller Legg
LOCATION OF FIRM:
2005 Vista Parkway, Suite 100, West Palm Beach, FL 33401
PHONE: 561-689-1138
FAX: 561-689-8108

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract

THE CONDITION OF THIS BOND is that if Principal:

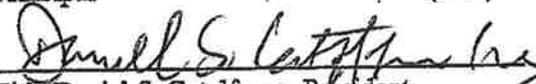
1. Performs the contract between Principal and County for the construction of, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.03, Florida Statutes.
9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.



 Witness

Catalfumo Construction, Ltd.
 By: Catalfumo Construction, Inc. Its general
 partner
 Principal (Seal)



 Title Daniel S. Catalfumo, President



 Witness

Liberty Mutual Insurance Company
 Surety (Seal)



 Title Brett Rosenhaus, Attorney in Fact and
 Florida Resident Agent

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Catalfumo Construction, Ltd.
and Liberty Mutual Insurance Company

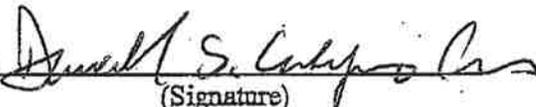
We the undersigned hereby guarantee that the (Palm Beach County Intermodal Facility, 93222) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

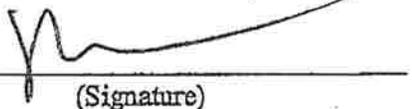
DATED: _____
(Date of substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Catalfumo Construction, Ltd.
By: Catalfumo Construction, Inc. Its general
partner
(Contractor) (Seal)

By: 
(Signature)
Daniel S. Catalfumo, President

Liberty Mutual Insurance Company
(Surety) (Seal)

By: 
(Signature)
Brett Rosenhaus, Attorney in Fact and Florida
Resident Agent

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **BRETT ROSENHAUS, JASON KATZ, ALL OF THE CITY OF LAKE WORTH, STATE OF FLORIDA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ **50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of October 2007

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of October, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th day of February, 2009



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PRODUCER (305)822-7800 FAX Collinsworth, Alter, Fowler, Dowling & French P. O. Box 9315 Miami Lakes, FL 33014-9315	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
ED Catafumo Construction Ltd 4300 Catafumo Way, North Palm Beach Gardens, FL 33410-4248	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B: Lexington Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins. Co.		INSURER B: Lexington Ins Co		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Zurich American Ins. Co.													
INSURER B: Lexington Ins Co													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL0913777002	05/15/2008	05/15/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP380808804	05/15/2008	05/15/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 25,000	6761622	05/15/2008	05/15/2009	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC380808904	05/15/2008	05/15/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Palm Beach County Intermodal, 150 Clearwater Dr, WPB, FL 33401
 Certificate Holder is listed as Additional Insured on the Commercial General Liability policy per policy terms and conditions, if required by written contract/agreement
 *10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Mel Wiesel/LBR <i>Mel Wiesel</i>
--	--

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT "G"

EASEMENT AGREEMENT

Prepared by/Return to:
Howard J. Falcon, III
Sr. Assistant County Attorney
Palm Beach County Attorney's Office
301 N. Olive Avenue
West Palm Beach, Florida 33401

Property Control Number: 74-43-43-21-27-001-0000

**EASEMENT AGREEMENT GRANTED BY
PALM BEACH COUNTY
TO
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RELATING TO PROPERTY LOCATED AT THE WEST PALM BEACH
TRI-RAIL STATION**

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Easement Agreement"), granted _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter referred to as "County" to **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, pursuant to Florida Statutes, Chapter 343, its successors and assigns, whose mailing address is 800 N.W. 33rd Street, Suite 100, Pompano Beach, Florida 33064, hereinafter referred to as "SFRTA". County and SFRTA are sometimes referred to herein individually as a "party" and collectively as the "parties".

W I T N E S S E T H:

WHEREAS, SFRTA is the owner of a parcel of land legally described in Exhibit "A" attached hereto and made a part hereof ("SFRTA Property") upon which SFRTA has developed the West Palm Beach Tri-Rail Station ("Tri-Rail Station") and ancillary uses; and

WHEREAS, County is the owner of a parcel of land more specifically described in Exhibit "B" attached hereto and made a part hereof ("County Property"), which property is located adjacent to the SFRTA Property; and

WHEREAS, County is in the process of developing a portion of the County Property to provide a centralized location for public transfers between bus, train and passenger vehicle modes of transportation (the "Intermodal Transfer Facility"); and

WHEREAS, SFRTA has requested that County grant SFRTA an easement to use the portion of the County Property legally described on Exhibit "C" attached hereto and made a part hereof (the "Easement Premises") for shared employee parking and public parking for patrons of the Tri-Rail Station; and

WHEREAS, County has determined that use of the Easement Premises by SFRTA for parking will help to further promote the use of public transportation in Palm Beach County; and

WHEREAS, County has agreed to grant SFRTA an easement for the requested use.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

2. GRANT OF EASEMENT.

2.1 County hereby grants SFRTA a non-exclusive perpetual easement over, upon, and across the Easement Premises for the installation, maintenance, repair and use of the surface parking lot, sidewalks, lighting, underground electrical facilities, control gates, fencing, and other appurtenant physical improvements (the "SFRTA Parking Facility") shown on the site plan attached hereto as Exhibit "D" and incorporated herein by reference (the "SFRTA Parking Facility Site Plan"). SFRTA shall submit construction plans for the SFRTA Parking Facility to County for approval, which approval shall not be unreasonably withheld, conditioned or delayed provided the construction plans are consistent with the SFRTA Parking Facility Site Plan. The installation, maintenance, and repair rights granted to SFRTA shall include the right of SFRTA, its agents, employees and contractors to install, maintain and repair the SFRTA Parking Facility in accordance with the SFRTA Parking Facility Site Plan approved by the County and the City of West Palm Beach.

2.2 SFRTA shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the entire term of the Easement Agreement by any Federal, State, County or local government entity of any court of law having jurisdiction over SFRTA or SFRTA's operation and activities, for any activity of SFRTA's conducted on the Easement Premises and for any and all operations conducted by SFRTA including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from SFRTA's operations and activities on the Easement Premises have been obtained and are in full legal compliance. Upon the written request of County, SFRTA shall provide to County certified copies of any and all permits and approvals which County may request. SFRTA shall diligently perform all work hereunder to completion. SFRTA shall construct or cause to be constructed any improvements constructed pursuant to this Easement at SFRTA's sole cost and expense within the confines of the Easement Premises in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances and shall diligently pursue such improvements to completion.

2.3 The rights granted to SFRTA under this Easement Agreement include the right of SFRTA, its employees and patrons to have access, ingress and egress, both vehicular and pedestrian, over the Easement Premises for the purpose of access to and the use of the SFRTA

Parking Facility. The right granted herein shall be on a twenty-four (24) hour a day, three hundred sixty five (365) days a year basis.

2.4 Twenty-five (25) of the parking spaces in the designated employee parking area within the SFRTA Parking Facility shall be reserved for County bus drivers and County employees working within the Intermodal Transfer Facility. The County employees utilizing such parking spaces shall have access through the control gates, as depicted in the SFRTA Parking Facility Site Plan on a twenty-four hour a day, three hundred sixty-five day a year basis. The balance of the employee parking spaces shall be reserved for use by SFRTA.

2.5 County shall provide the Easement Premises with legal positive outfall by granting SFRTA the right to tie into and discharge storm water runoff from the Easement Premises into the County's surface water management system located within the County Property. SFRTA's drainage plans shall be subject to County approval. All costs associated with the drainage of the Easement Premises into the County's surface water management system, including but not limited to the costs of planning, permitting, and construction, shall be the sole responsibility of SFRTA.

2.6 SFRTA acknowledges that County, at County's sole option, has or may construct an irrigation system within the limits of the Easement Premises prior to SFRTA's construction of the SFRTA Parking Facility. The irrigation system for the Easement Premises, if constructed by County, shall be connected to the County's overall irrigation system for the County Property, as permitted in conjunction with the Intermodal Transfer Facility construction, and County shall control the operation of the irrigation system on the Easement Premises. County shall provide water for any County-installed irrigation system on the Easement Premises at its sole cost and expense. If County installs (or has installed) the irrigation system on the Easement Premises, SFRTA shall be responsible for maintaining and replacing the sprinkler heads and irrigation pipes located within the Easement Premises. SFRTA shall be solely responsible for any cost and expense associated with modifications to, maintenance of, and repairs to the irrigation system within the Easement Premises. County shall have the right to enter the Easement Premises to inspect the irrigation system located thereon to confirm the system is working properly. If County determines the irrigation system is not working properly, County shall notify SFRTA of same and SFRTA shall promptly make the required repairs. County shall have the right, but not the obligation, to maintain and/or repair the irrigation system located on the Easement Premises if SFRTA fails to do so, and County is hereby granted the right to access the irrigation system located on the Easement Premises to perform such maintenance and/or repair as may be necessary. SFRTA shall reimburse County for such maintenance and/or repair performed by the County within sixty (60) days of County's submission of an invoice to SFRTA.

2.7 County hereby retains all rights relating to the County Property not specifically conveyed by this Easement Agreement, and the right to grant to third parties additional easements in the Easement Premises provided any such use by County or third parties does not interfere with the rights granted herein. The grant of the Easement shall in no way restrict the right and interest of the County in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein. SFRTA shall use the Easement Premises solely for the SFRTA Parking Facility and shall exercise the rights

granted hereunder in a manner which does not interfere with County's use and enjoyment of the County's adjoining property.

2.8 County reserves the right to further develop the County Property for purposes consistent with the conditions of the federal grant used to purchase the County Property, including all or any portion of the Easement Premises. In the event the County determines that County requires the Easement Premises for County use, the County reserves the right to terminate this Easement Agreement in its entirety by delivering written notice of such termination to SFRTA one (1) year prior to such termination. If the County requires any or all of the Easement Premises, County shall not be required to reimburse SFRTA for any costs or expenses associated with the SFRTA Parking Facility, including, but not limited to, the design, permitting, construction, maintenance, consultants, permit fees or any other costs associated therewith.

2.9 In the event the County decides to convey or lease the Easement Premises to a third party for the purpose of development (the "Third Party Developer"), County agrees to: 1) include SFRTA in the development of the RFP, evaluation of the proposals, and the negotiations with the Third Party Developer; and 2) include in any agreement to convey or lease the Easement Premises, a requirement that the Third Party Developer include as part of any new development of the Easement Premises, 250 parking spaces for the public using the Tri-Rail Station. Any agreement between the Third Party Developer and SFRTA for the construction, operation, maintenance, all associated costs, and any other provisions affecting the replacement of SFRTA's Parking Facility, shall be executed by said parties prior to the conveyance or lease of any portion of the Easement Premises. SFRTA shall exercise reasonable good faith efforts to reach an agreement with such third party developer. SFRTA acknowledges that it will not be reimbursed by County or Third Party Developer for any costs or expenses associated with the SFRTA Parking Facility, including without limitation, the design, construction, maintenance, consultants, permit fees or any other cost associated therewith.

2.10 If SFRTA, or its successor, shall ever abandon the easement granted hereby or cease to use the same, or fails to complete the construction of the SFRTA Parking Facility by June 1, 2010, unless extended by mutual agreement, this easement shall automatically terminate. In the event SFRTA abandons the use of the easement granted hereby, SFRTA shall, upon the County's request, install a six foot fence around the perimeter of the Easement Premises at SFRTA's sole cost and expense, which fencing shall be compatible with the existing fencing at Intermodal Transfer Facility. SFRTA shall exercise reasonable good faith efforts, at its sole cost and expense, to obtain all approvals and permits required to construct the fence.

3. MAINTENANCE AND RESTORATION. SFRTA shall be solely responsible for and shall, at all times, maintain in good condition and repair the Easement Premises and all improvements constructed therein at its sole cost and expense. Additionally, in the event of casualty, SFRTA shall promptly repair, replace and/or restore the Easement Premises and any improvements now existing or constructed hereafter, including landscaping, to the condition it was in prior to such casualty, using materials of like kind and quality.

4. NO LIENS. Neither County's nor SFRTA's interest in the Easement Premises, nor County's interest in the County Property shall be subject to liens arising from SFRTA's or any other person or entity's use of the Easement Premises, the County Property or exercise of the rights granted hereunder. SFRTA shall promptly cause any lien imposed against the Easement Premises or the County Property to be discharged or transferred to bond.

5. PROTECTION OF IMPROVEMENTS. SFRTA covenants that it will protect any improvements which have been constructed by County within the Easement Premises, whether above or below ground, including, but not limited to, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees and landscaping.

6. INDEMNIFICATION. SFRTA and County each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes, Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. SFRTA and County agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes, Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties.

7. INSURANCE. SFRTA shall agree to maintain insurance coverage or be self-insured for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. SFRTA shall require its contractors or subcontractors to maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440, Florida Statutes. SFRTA shall require its contractors and subcontractors to maintain and keep in full force and effect Commercial Automobile Liability Insurance at a limit of liability not less than Five Hundred Thousand Dollars (\$500,000) Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event any contractor or subcontractor does not own automobiles, the contractor or sub-contractor shall agree to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Commercial Auto Liability policy. Coverage shall be provided on a primary basis. The General Liability and Commercial Automobile Liability policies shall name the County as an Additional Insured.

8. CONTRACTOR REQUIREMENTS. Prior to SFRTA independently commencing construction of the SFRTA Parking Facility, SFRTA shall also require its contractors to furnish for the benefit of both the County and SFRTA a payment and performance bond jointly to County and SFRTA equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. .

9. NO DEDICATION. The grant of easement contained herein is for the use and benefit of SFRTA, its permitted successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

10. NOTICES. All notices and elections (collectively, “notices”) to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. EST on a business day and on the next business day if transmitted after 5:00 p.m. EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

10.1 County:
Director
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: (561) 233-0210

With a copy to:
Palm Beach County Attorney's Office
Attn: Real Estate Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Fax: (561) 355-4398

10.2 SFRTA:
South Florida Regional Transportation SFRTA
800 NW 33rd Street, Suite 100
Pompano Beach, Florida 33064
Attn.: Executive Director
Fax: (954) 788-7961

With a copy to:
Greenberg Traurig
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Teresa J. Moore
Fax: (561) 655-6222

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

11. ASSIGNMENT. SFRTA may not assign this Agreement, or any interest herein, without the prior written consent of County, which may be granted or withheld in County's sole and absolute discretion. Notwithstanding the foregoing, SFRTA may assign this Agreement to a successor entity or the Florida Department of Transportation.

12. DEFAULT.

12.1 Default by SFRTA. In the event SFRTA fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) terminate this Agreement by written notice to SFRTA, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant SFRTA a reasonable period of time within which to cure such default during which time SFRTA shall utilize SFRTA's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and SFRTA fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

12.2 Default by County. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, SFRTA shall have the right to: (1) terminate this Agreement by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event SFRTA elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, SFRTA shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event SFRTA elects option number three (3) and SFRTA is unable to obtain specific performance of this Agreement for any reason, SFRTA shall have the right to terminate this Agreement and pursue damages.

13. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

14. WAIVER OF JURY TRIAL. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

15. NO WARRANTY. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

16. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the County Property or the SFRTA Property. This easement shall be an easement appurtenant to the SFRTA Property and shall inure to the benefit of and shall burden SFRTA, and its successors and assigns, and shall run with the title to the SFRTA Property.

17. RECORDING. This Easement Agreement shall be recorded in the official or public records where the SFRTA Property and County Property are located.

18. TIME OF ESSENCE. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

19. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

20. INTEGRATION; ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement, and may not be modified or amended, except in a writing signed by all of the parties hereto.

21. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

22. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

23. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Governing Board of the South Florida Regional Transportation Authority, and shall become effective only when signed by all parties after approval by both such Boards. The Effective Date shall be the latest date signed by SFRTA or County.

24. NO LIENS. Neither County's nor SFRTA's interest in the Easement Premises shall be subject to liens arising from SFRTA's use of the Easement Premises or exercise of the rights granted hereunder. SFRTA shall promptly cause any lien imposed against the Easement Premises to be discharged or transferred to bond.

25. NO WARRANTY. This easement is granted without warranty or representation and subject to zoning or other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered
in the presence of:

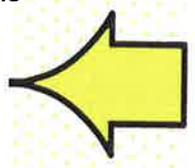
SFRTA:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY,**
a body politic and corporate, a public
instrumentality and an agency of the State of
Florida, pursuant to Florida Statutes, Chapter 343

WITNESSES:

Witness Signature

By: _____



Print Witness Name

Title: _____

Witness Signature

Print Witness Name

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 2009, by _____, who is personally known to me.

Notary (Signature)

Print/Type Name

My Commission Expires: _____

Commission Number: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
General Counsel

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

COUNTY:

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
John F. Koons, Chairman

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Audrey L. Wolf, Director
Facilities Development & Operations

EXHIBIT "A"

SFRTA PROPERTY

Parcel B, West Palm Beach Intermodal Transfer Facility plat, as recorded in Plat Book 110, Page 191 and 192 of the public records of Palm Beach County, Florida.

EXHIBIT "B"

COUNTY PROPERTY

Parcel A, West Palm Beach Intermodal Transfer Facility plat, as recorded in Plat Book 110, Page 191 and 192 of the public records of Palm Beach County, Florida.

EXHIBIT "C"

EASEMENT PREMISES

EXHIBIT "C"
EASEMENT PREMISES
Page 1 of 2

DESCRIPTION: PARKING EASEMENT

A PORTION OF PARCEL 'A', WEST PALM BEACH INTERMODAL TRANSFER FACILITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGES 191 AND 192, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 'A'; THENCE SOUTH 12° 41' 46" WEST, A DISTANCE OF 101.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1171.28 FEET, A CENTRAL ANGLE OF 6°45'00", FOR AN ARC LENGTH OF 137.99 FEET; THENCE, NORTH 89° 13' 19" WEST, NON-TANGENT FROM THE LAST DESCRIBED CURVE, A DISTANCE OF 24.82 FEET; THENCE, SOUTH 00° 46' 29" WEST, A DISTANCE OF 21.08 FEET. THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE EAST BOUNDARY OF SAID PARCEL 'A'; THENCE, NORTH 88° 52' 27" WEST, ALONG A LINE 257.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH BOUNDARY OF SAID PARCEL 'A', A DISTANCE OF 288.64 FEET TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL 'A'; THENCE NORTH 00° 01' 15" WEST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 231.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 90°18'23", FOR AN ARC LENGTH OF 39.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1115.92 FEET, A CENTRAL ANGLE OF 0°50'25", FOR AN ARC LENGTH OF 16.36 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88° 52' 27" EAST, A DISTANCE OF 316.96 FEET TO THE POINT OF BEGINNING; THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE WEST AND NORTH BOUNDARY OF SAID TRACT 'A';

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, FLORIDA AND CONTAIN 84,635 SQUARE FEET (1.943 ACRES) MORE OR LESS.

NOTES:

THE BEARINGS SHOWN HEREON ARE BASED AN ASSUMED MERIDIAN, WITH THE NORTH BOUNDARY OF PARCEL 'A', WEST PALM BEACH INTERMODAL TRANSFER FACILITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGES 191 AND 192 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, BEARS NORTH 88° 52' 27" WEST.

THIS DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED SKETCH.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER 271

NOV 20 2008



NICHOLAS MESSINA JR.
PROFESSIONAL SURVEYOR AND MAPPER NO. 6559

THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID
WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.



EASEMENT PREMISES Page 1 of 2
CRAVEN - THOMPSON & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. 6/21/2004

**SKETCH TO ACCOMPANY DESCRIPTION
 SFRTA PARKING EASEMENT**

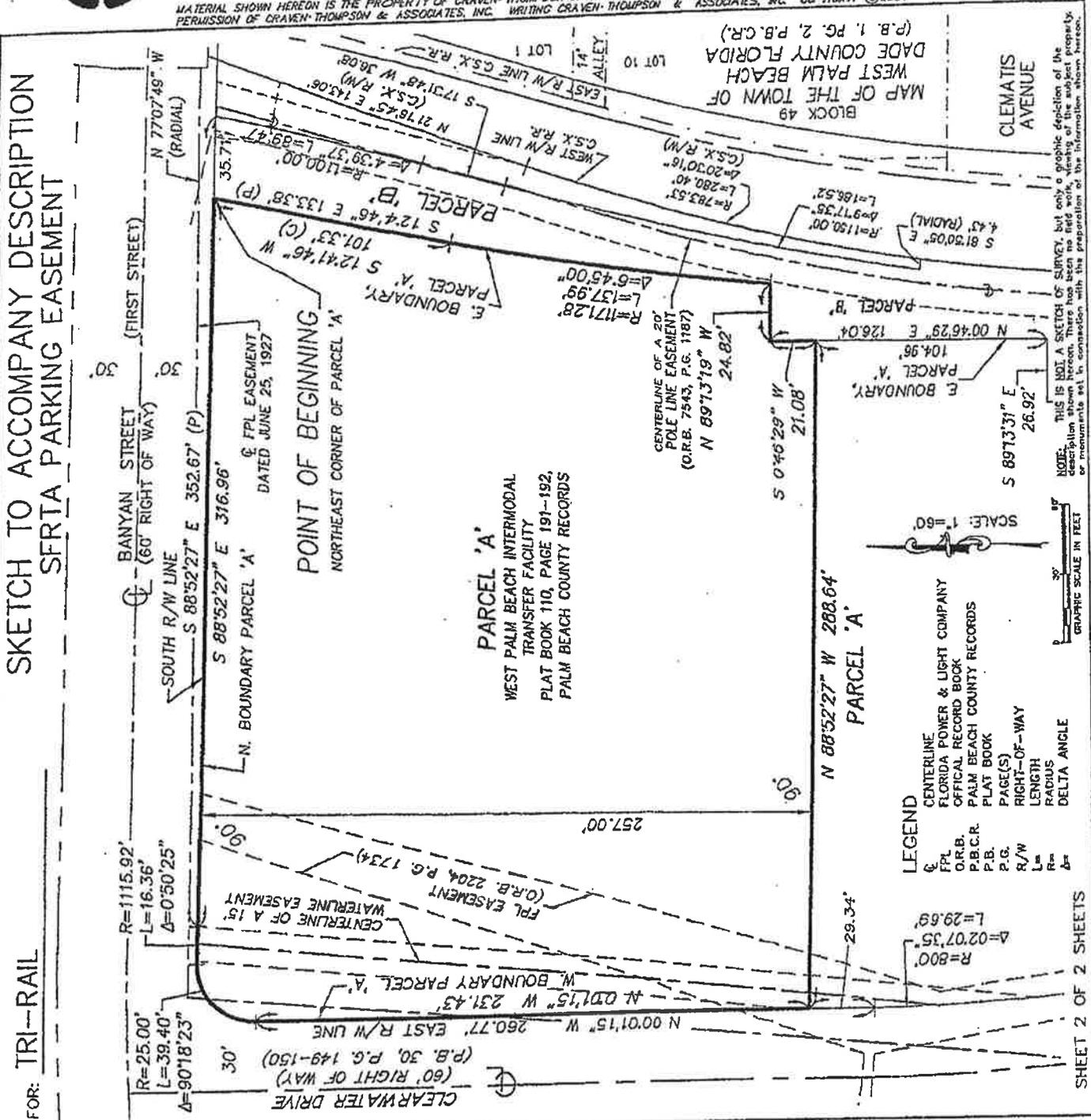


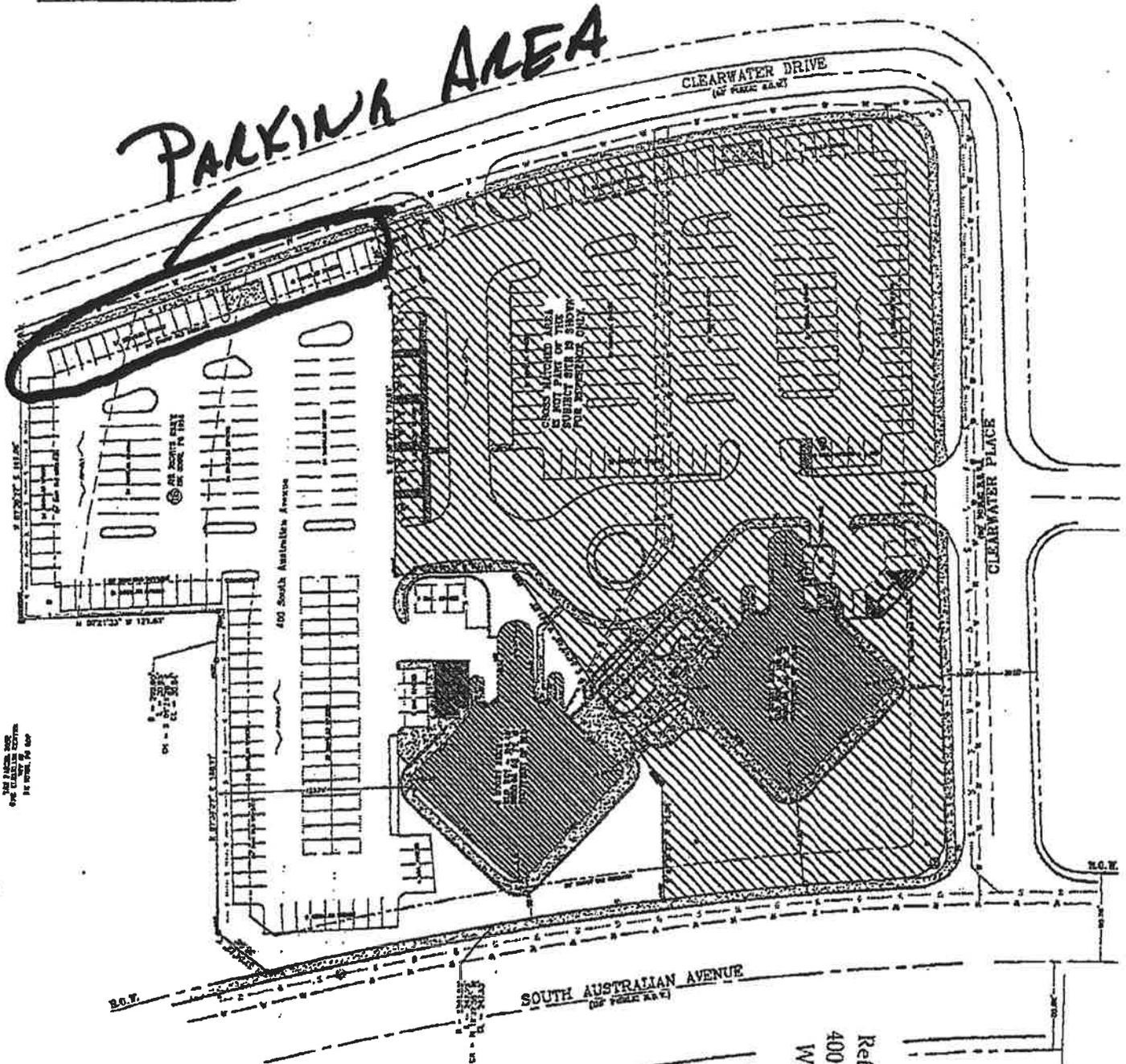
EXHIBIT "D"

SFRTA PARKING FACILITY SITE PLAN

EXHIBIT "H"

TEMPORARY COUNTY EMPLOYEE PARKING SPACES

EXHIBIT "H"
TEMPORARY COUNTY EMPLOYEE PARKING SPACES



Reflections One North Tower
400 South Australian Avenue
West Palm Beach, FL 33401

EXHIBIT "I"

TCE

Prepared by/Return to:
Howard J. Falcon, III
Sr. Assistant County Attorney
Palm Beach County Attorney's Office
301 N. Olive Avenue
West Palm Beach, Florida 33401

Property Control Number: 74-43-43-21-27-001-0000

**LICENSE AGREEMENT BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND
PALM BEACH COUNTY
RELATING TO PROPERTY LOCATED AT THE WEST PALM BEACH
TRI-RAIL STATION**

THIS LICENSE AGREEMENT (hereinafter referred to as the "License Agreement"), entered into this date of _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter referred to as "County" and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, pursuant to Florida Statutes, Chapter 343, its successors and assigns, whose mailing address is 800 N.W. 33rd Street, Suite 100, Pompano Beach, Florida 33064, hereinafter referred to as "SFRTA". County and SFRTA are sometimes referred to herein individually as a "party" and collectively as the "parties".

W I T N E S S E T H:

WHEREAS, SFRTA is the owner of a parcel of land legally described in Exhibit "A" attached hereto and made a part hereof ("SFRTA Property") upon which SFRTA has developed the West Palm Beach Tri-Rail Station ("Tri-Rail Station") and ancillary uses; and

WHEREAS, County is the owner of a parcel of land more specifically described in Exhibit "B" attached hereto and made a part hereof ("County Property"), which property is located adjacent to the SFRTA Property; and

WHEREAS, County is in the process of developing the County Property to provide a centralized location for public transfers between bus, train and passenger vehicle modes of transportation (the "Intermodal Transfer Facility"); and

WHEREAS, County has requested that its employees be allowed to use certain facilities located on the SFRTA Property; and

WHEREAS, SFRTA has agreed to grant County the necessary license rights for the requested use; and

WHEREAS, County and SFRTA entered into a License Agreement dated October 2, 2007 (R2007-1717); and

WHEREAS, the parties wish to terminate the previously approved agreement and enter into a new License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.
2. TERMINATION. The License Agreement dated October 2, 2007 (R2007-1717) is hereby terminated and replaced in its entirety by this License Agreement.
3. GRANT OF LICENSE. SFRTA hereby grants to County a non-exclusive license over, upon, and across the SFRTA Property to allow the County employees working within the Intermodal Transfer Facility, including bus drivers, access to and use of the non-public restrooms (“Restrooms”) located on the first floor of the Tri-Rail Station (the “Licensed Area”). The rights granted herein shall be on a twenty-four-hour-a-day, 365-day-a-year basis.
4. TERM. The term of the license shall be for ten (10) years and shall automatically renew for subsequent ten (10) year terms unless SFRTA provides written notice to County at least 180 days in advance of the end of the then-current term that it is terminating this License Agreement.
5. SECURITY. SFRTA shall exercise reasonable good faith efforts to obtain grant funding for installing all necessary security modifications to the SFRTA Building to allow County employees working within the Intermodal Facility, including bus drivers, access to the Licensed Areas, including, but not limited to, the installation of card key readers. If SFRTA is unable to secure such grant funding, County shall reimburse SFRTA for the actual cost of such modifications less any grant funding received, such reimbursement not to exceed \$15,000. County shall reimburse SFRTA within thirty (30) days of receipt of an invoice for such work together with appropriate documentation as requested by the Palm Beach County Clerk and Comptroller from SFRTA. The parties acknowledge and agree that the County has secured grant funding for this project; therefore, installation of the necessary modifications to the SFRTA Building shall be completed and all invoicing for said work shall be received by the County no later than November 30, 2009. In the event this date is not met by SFRTA, the County shall not be obligated to reimburse SFRTA for said modifications. The County and SFRTA shall agree on procedures and rules to be used by County employees to access and use the Licensed Area. SFRTA reserves the right to deny access to any County employee who violates the procedures and rules.
6. MAINTENANCE OF LICENSED AREAS. SFRTA shall be responsible for maintenance and repair of the Licensed Area, other than damage arising from any negligent or intentional acts of County employees, which shall be promptly repaired, replaced or restored by

County to the condition it was in prior to the damage, using materials of like kind and quality. If SFRTA determines that a second daily cleaning of the restroom is necessary due to County's use of the Restrooms, SFRTA and County will negotiate County's contribution to the additional cost for the second daily cleaning.

7. ABANDONED USE OF LICENSED AREA. County hereby agrees that in the event that County abandons in writing its use of the license granted herein, such license shall become null and void, and all the right, title and interest in and to the Licensed Area shall revert to SFRTA.

8. NON-INTERFERENCE. The grant of license contained in this License Agreement shall in no way restrict the right and interest of SFRTA in the use, maintenance and quiet enjoyment of the Licensed Area to the extent that such does not interfere with the rights granted herein.

9. NO PUBLIC DEDICATION. The grant of the license herein is for the use and benefit of County, its successors and assigns, and is not intended and shall not be construed as a dedication to the public of any portion of the SFRTA Property for public use.

10. RETAINED RIGHTS. SFRTA hereby retains all rights relating to the SFRTA Property not specifically granted by this License Agreement, and the right to grant to third parties additional use rights in the SFRTA Property provided any such use by SFRTA or third parties does not interfere with the rights granted herein.

11. INDEMNIFICATION/INSURANCE. SFRTA and County each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes, Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. SFRTA and County agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes, Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to self-insure for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

12. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. EST on a business day and on the next business day if transmitted after 5:00 p.m. EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is

refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

12.1 County:
Director
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: (561) 233-0210

With a copy to:
Palm Beach County Attorney's Office
Attn: Real Estate Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Fax: (561) 355-4398

12.2 SFRTA:
South Florida Regional Transportation SFRTA
800 NW 33rd Street, Suite 100
Pompano Beach, Florida 33064
Attn.: Executive Director
Fax: (954) 788-7961

With a copy to:
Greenberg Traurig
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Teresa J. Moore
Fax: (561) 655-6222

Any party may from time to time change the address to which notice under this License Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

13. ASSIGNMENT. County may not assign this License Agreement or any interest herein without the prior written consent of SFRTA, which may be granted or withheld at SFRTA's sole and absolute discretion.

14. DEFAULT.

14.1 Default by SFRTA. In the event SFRTA fails, neglects or refuses to perform any term, covenant, or condition of this License Agreement for which a specific remedy is not set forth in this License Agreement, County shall have the right to: (1) terminate this License Agreement by written notice to SFRTA, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this License

Agreement; (2) grant SFRTA a reasonable period of time within which to cure such default during which time SFRTA shall utilize SFRTA's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this License Agreement. In the event County elects option number two (2) set forth hereinabove and SFRTA fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this License Agreement for any reason, County shall have the right to terminate this License Agreement and pursue damages.

14.2 Default by County. In the event County fails or refuses to perform any term, covenant, or condition of this License Agreement for which a specific remedy is not set forth in this License Agreement, SFRTA shall have the right to: (1) terminate this License Agreement by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this License Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this License Agreement. In the event SFRTA elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, SFRTA shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event SFRTA elects option number three (3) and SFRTA is unable to obtain specific performance of this License Agreement for any reason, SFRTA shall have the right to terminate this License Agreement and pursue damages.

15. GOVERNING LAW & VENUE. This License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this License Agreement shall be in Palm Beach County, Florida.

16. WAIVER OF JURY TRIAL. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this License Agreement.

17. BINDING EFFECT. This License Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns and shall be deemed to touch and concern and run with the land.

18. RECORDING. County may record this License Agreement in the Palm Beach County public records.

19. TIME OF ESSENCE. Time is of the essence with respect to each provision of this License Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

20. HEADINGS. The paragraph headings or captions appearing in this License Agreement are for convenience only and are not to be considered in interpreting this License Agreement.

21. INTEGRATION; ENTIRE UNDERSTANDING. This License Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this License Agreement, and may not be modified or amended, except in a writing signed by all of the parties hereto.

22. CONSTRUCTION. No party shall be considered the author of this License Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this License Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this License Agreement and the same shall remain in full force and effect.

23. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

24. EFFECTIVE DATE OF AGREEMENT. This License Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Governing Board of the South Florida Regional Transportation Authority, and shall become effective only when signed by all parties after approval by both such Boards. The Effective Date shall be the latest date signed by SFRTA or County.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered in the presence of:

SFRTA:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida, pursuant to Florida Statutes, Chapter 343

WITNESSES:

Witness Signature

By: _____

Print Witness Name

Title: _____

Witness Signature

Print Witness Name

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this ___ day of _____ 2009, by _____, who is personally known to me.

Notary (Signature)

Print/Type Name

My Commission Expires: _____

Commission Number: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
General Counsel

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

COUNTY:

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
John F. Koons, Chairman

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Audrey L. Wolf, Director
Facilities Development & Operations

EXHIBIT "A"

SFRTA PROPERTY

Parcel B, West Palm Beach Intermodal Transfer Facility plat, as recorded in Plat Book 110, Page 191 and 192 of the public records of Palm Beach County, Florida.

EXHIBIT "B"

COUNTY PROPERTY

Parcel A, West Palm Beach Intermodal Transfer Facility plat, as recorded in Plat Book 110, Page 191 and 192 of the public records of Palm Beach County, Florida.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MARCH 27, 2009AGENDA ITEM REPORT

Consent Regular Public Hearing

TRI-RAIL FARE STRUCTUREREQUESTED ACTION:

MOTION TO APPROVE: The holding of a public hearing for discussion of alternatives for the proposed new Tri-Rail fare structure and for a recommended new fare structure to be presented to the Governing Board for consideration at its next board meeting (which will occur immediately following the public hearing).

SUMMARY EXPLANATION AND BACKGROUND:

At the February 27, 2009, Governing Board meeting, an overview of the ongoing fare study was presented to the Board. The fare study was initiated to explore various fare policy strategies that would increase the fare box recovery ratio. The study took into consideration various fare structure scenarios and evaluated available alternatives. The fare study has been completed and a summary of the results have been included in Exhibit 1 for presentation to the Board (the "Study Results").

SFRTA's Fare and Service Change Policy (last amended on January 26, 2007) contains the requirements the agency must follow for fare increases (see Exhibit 2). This policy reflects the federal requirements that apply to the agency which include holding a public hearing before the SFRTA Governing Board for any fare increases. Staff recommends that the alternatives identified in the Study Results be provided at the public hearing. At the Governing Board meeting held immediately following the public hearing, staff will present the Governing Board with a recommendation for a new fare structure.

Department: Executive
Project Manager: Renee Matthews

Department Director: Jack Stephens
Procurement Director: Christopher Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: Exhibit 1 - Study Results (to be provided under separate cover)
Exhibit 2 - SFRTA Fare Policy

TRI-RAIL FARE STRUCTURE

Recommended by: Jack Stephens 3/19/09 Approved by: CL: 3/19/09
 Department Director Date Contracts Director Date

Authorized by: J. B. White 3/19/09 Approved as to Form by: _____
 Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Tracking No. 03270923

AGENDA ITEM NO. R5

Page 2

Tri-Rail Fare Structure

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form _____
General Counsel Date 3/18/09

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Josephus Eggelation _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

Commissioner Bruno Barreiro _____ Yes _____ No

Alice Bravo _____ Yes _____ No

James Cummings _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Martin Perry _____ Yes _____ No

Felix Lasarte _____ Yes _____ No



**SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY
(SFRTA)
FARE AND SERVICE CHANGE POLICY**

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**SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY
(SFRTA)
FARE AND SERVICE CHANGE POLICY**

Reference

49 USC Chapter 53, Section 5307 (d)(1)(I)

Section 343.54, Florida Statutes

Introduction

Consistent with 49 USC Chapter 53, Section 5307(d)(1)(I) and the implementing criteria outlined in the Federal Transit Administration regulations, federal grant recipients must have a locally developed process to solicit and consider public comments prior to taking the following actions:

- a.) Increasing fares
- b.) Implementing a major service reduction

For the purpose of this policy, a “major” service reduction occurs when headways are increased by more than one (1) hour, a train or feeder bus under SFRTA’s direct control is being discontinued for more than a six (6) month period or in its entirety or due to budget or financial constraints. While assuring that SFRTA’s service is provided on a non-discriminatory basis consistent with FTA guidelines, this policy specifies how a public hearing(s) will be conducted and how comments received in such hearing(s) and any other public comments received will be considered in the process of increasing fares and/or approving major service reductions.

Procedure

At least thirty (30) days before implementing a major service reduction and/or fare increase, a public hearing will be held before SFRTA’s Governing Board, at which time members of the public shall be permitted to comment on the proposed major service reduction and/or fare increase. Immediately following the public hearing, the Board may consider any changes to the proposed major service reduction and/or fare increase prior to taking formal action. In addition to considering any public comments received, the Board will consider the following additional information:

- The type of change proposed by SFRTA;
- The effect that the proposed changes will have on communities and minority transit users;
- The methods that will be used to inform communities of the proposed changes;

- The efforts made to encourage community participation in the planning and decision-making process for the change and
- The extent bilingual persons and/or materials will be used to assist non-English speaking persons in understanding the proposed fare or service changes and their impacts.

Notice

At least one notice of intent to hold a public hearing will be published no less than seven (7) calendar days prior to the date of the scheduled hearing in at least one (1) newspaper of general circulation throughout some or all of the Authority's service area and the Florida Administrative Weekly (if subject to Chapter 120, F.S.). The notice shall contain, at a minimum, the following information:

- Description of proposed fare increase and/or major service reduction;
- Date, time and location of meeting;
- Name and address to whom written comments may be sent; and
- Criteria for requesting available accommodations and alternative formats.

Posting

A copy of the notice with equivalent information about the proposed fare increase and/or major service reduction will be posted at locations readily accessible to the public for a period no less than seven (7) calendar days prior to the scheduled public hearing. Acceptable posting sites include SFRTA facilities, including offices, train stations and the Authority's website.

Exclusion

Service reductions that will not require a prior public hearing include the following:

- a.) Temporary change not to exceed six (6) months

Temporary service reductions include reductions necessitated by construction/repairs, interruptions due to hurricane or other natural disasters, etc. The Executive Director, or his/her designee, may authorize service reductions on a temporary basis, without prior public hearing. Such temporary service reductions shall be given the widest possible advance notice through the use of flyers, handout, or other materials and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternate format information.

- b.) A change in headways of less than one (1) hour.

Fare increases that will not require a prior public hearing include the following:

- a.) Special fares

Approved 1/26/07

A special fare is any increase or decrease in fares associated with any special event as described in Section 3.11 of the Authority's Tariff. Policy or any special circumstance as described in Section 3.5.4 of the Tariff Policy.

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

AGENDA ITEM REPORT

Information Item Presentation

PROPOSED SCHEDULE ENHANCEMENTS

SUMMARY EXPLANATION AND BACKGROUND:

On June 4, 2007 a Tri-Rail schedule change was implemented to increase weekday train service to 50 trains per day by adding trains in the peak hours. This schedule change also incorporated a reduction of the operating trip time between the Miami Airport Station and Mangonia Park Station from 1 hour and 50 minutes to 1 hour and 45 minutes. With the recent increases in passenger ridership, it is now necessary to increase the AM and PM peak trip times by 10 minutes and the midday time by 15 minutes to provide sufficient dwell times at each station. This minor change to the schedule allows for a smooth transition of passengers boarding and alighting at each station and will enhance the train on-time performance between stations and end points.

Department: Operations
Project Manager: James DeVaughn

Department Director: Bradley Barkman
Procurement Director: N/A

EXHIBITS ATTACHED: Exhibit 1 – Proposed Schedule

PROPOSED SCHEDULED ENHANCEMENTS

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by:  _____
Executive Director Date

Approved as to Form by: _____
General Counsel Date

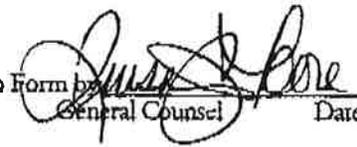
Page two

PROPOSED SCHEDULED ENHANCEMENTS

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  3/18/09
General Counsel Date

WEEKDAY SCHEDULE

Weekdays-South bound	P601	P603	P605	P607	P609	P611	P613	P615	P617	P619	P621	P623	P625	P627	P629	P631	P633	P635	P637	P639	P641	P643	P645	P647	P649
MANGONIA PARK	4:00	4:40	5:20	6:00	6:20	6:40	7:00	7:30	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	3:30	4:00	4:30	5:00	5:30	6:15	6:45	7:40	8:40
WEST PALM BEACH	4:06	4:46	5:26	6:06	6:26	6:46	7:06	7:36	8:06	9:06	10:06	11:06	12:06	1:06	2:06	3:06	3:36	4:06	4:36	5:06	5:36	6:21	6:51	7:46	8:46
LAKE WORTH	4:15	4:56	5:36	6:16	6:36	6:56	7:16	7:46	8:16	9:16	10:16	11:16	12:16	1:16	2:16	3:16	3:46	4:16	4:46	5:16	5:46	6:31	7:01	7:56	8:56
BOYNTON BEACH	4:20	5:02	5:42	6:22	6:42	7:02	7:22	7:52	8:22	9:22	10:22	11:22	12:22	1:22	2:22	3:22	3:52	4:22	4:52	5:22	5:52	6:37	7:07	8:02	9:02
DELRAY BEACH	4:29	5:11	5:51	6:31	6:51	7:11	7:31	8:01	8:31	9:31	10:31	11:31	12:31	1:31	2:31	3:31	4:01	4:31	5:01	5:31	6:01	6:46	7:16	8:11	9:11
BOCA RATON	4:35	5:17	5:57	6:37	6:57	7:17	7:37	8:07	8:37	9:37	10:37	11:37	12:37	1:37	2:37	3:37	4:07	4:37	5:07	5:37	6:07	6:52	7:22	8:17	9:17
DEERFIELD BEACH	4:42	5:24	6:04	6:44	7:04	7:24	7:44	8:14	8:44	9:44	10:44	11:44	12:44	1:44	2:44	3:44	4:14	4:44	5:14	5:44	6:14	6:59	7:29	8:24	9:24
POMPANO BEACH	4:48	5:30	6:10	6:50	7:10	7:30	7:50	8:20	8:50	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:20	4:50	5:20	5:50	6:20	7:05	7:35	8:30	9:30
CYPRESS CREEK	4:54	5:37	6:17	6:57	7:17	7:37	7:57	8:27	8:57	9:58	10:58	11:58	12:58	1:58	2:58	3:58	4:28	4:58	5:28	5:58	6:27	7:12	7:42	8:37	9:37
FORT LAUDERDALE	5:01	5:45	6:25	7:05	7:25	7:45	8:05	8:35	9:05	10:08	11:08	12:08	1:08	2:08	3:08	4:08	4:38	5:08	5:38	6:08	6:35	7:20	7:50	8:45	9:45
FT LAUD. AIRPORT	5:08	5:53	6:33	7:13	7:33	7:53	8:13	8:43	9:13	10:17	11:17	12:17	1:17	2:17	3:17	4:17	4:47	5:17	5:47	6:17	6:43	7:28	7:58	8:53	9:53
SHERIDAN ST.	5:12	5:57	6:37	7:17	7:37	7:57	8:17	8:47	9:17	10:21	11:21	12:21	1:21	2:21	3:21	4:21	4:51	5:21	5:51	6:21	6:47	7:32	8:02	8:57	9:57
HOLLYWOOD	5:16	6:01	6:41	7:21	7:41	8:01	8:21	8:51	9:21	10:26	11:26	12:26	1:26	2:26	3:26	4:26	4:56	5:26	5:56	6:26	6:51	7:36	8:06	9:01	10:01
GOLDEN GLADES	5:25	6:10	6:50	7:30	7:50	8:10	8:30	9:00	9:30	10:35	11:35	12:35	1:35	2:35	3:35	4:35	5:05	5:35	6:05	6:35	7:00	7:45	8:15	9:10	10:10
OPA LOCKA	5:31	6:16	6:56	7:36	7:56	8:16	8:36	9:06	9:36	10:41	11:41	12:41	1:41	2:41	3:41	4:41	5:11	5:41	6:11	6:41	7:06	7:51	8:21	9:16	10:16
METRO RAIL	5:38	6:23	7:03	7:43	8:03	8:23	8:43	9:13	9:43	10:48	11:48	12:48	1:48	2:48	3:48	4:48	5:18	5:48	6:18	6:48	7:13	7:58	8:28	9:23	10:23
HIALEAH MARKET	5:44	6:29	7:09	7:49	8:09	8:29	8:49	9:19	9:49	10:54	11:54	12:54	1:54	2:54	3:56	4:56	5:26	5:56	6:26	6:56	7:19	8:04	8:34	9:29	10:29
MIAMI AIRPORT	5:50	6:35	7:15	7:55	8:15	8:35	8:55	9:25	9:55	11:00	12:00	1:00	2:00	3:00	4:02	5:02	5:32	6:02	6:32	7:02	7:25	8:10	8:40	9:35	10:35

Weekdays-North bound	P600	P602	P604	P606	P608	P610	P612	P614	P616	P618	P620	P622	P624	P626	P628	P630	P632	P634	P636	P638	P640	P642	P644	P646	P648
MIAMI AIRPORT	4:15	4:45	5:10	5:35	6:00	6:20	7:00	7:40	8:20	9:20	10:20	11:20	12:20	1:20	2:20	3:10	3:50	4:30	4:50	5:20	5:50	6:20	6:50	7:50	9:40
HIALEAH MARKET	4:18	4:48	5:13	5:38	6:03	6:23	7:03	7:43	8:23	9:23	10:23	11:23	12:23	1:23	2:23	3:13	3:53	4:33	4:53	5:23	5:53	6:23	6:53	7:53	9:43
METRO RAIL ARR				5:44													3:59								
METRO RAIL DEP	4:23	4:54	5:19	5:49	6:09	6:29	7:09	7:49	8:29	9:30	10:30	11:30	12:30	1:30	2:30	3:20	4:09	4:39	4:59	5:29	5:59	6:29	6:59	7:59	9:49
OPA LOCKA	4:29	5:00	5:25	5:55	6:15	6:35	7:15	7:55	8:35	9:36	10:36	11:36	12:36	1:36	2:36	3:26	4:15	4:45	5:05	5:35	6:05	6:35	7:05	8:05	9:55
GOLDEN GLADES	4:35	5:06	5:31	6:01	6:21	6:41	7:21	8:01	8:41	9:43	10:43	11:43	12:43	1:43	2:43	3:33	4:21	4:51	5:11	5:41	6:11	6:41	7:11	8:11	10:01
HOLLYWOOD	4:43	5:15	5:40	6:10	6:30	6:50	7:30	8:10	8:50	9:52	10:52	11:52	12:52	1:52	2:52	3:42	4:30	5:00	5:20	5:50	6:20	6:50	7:20	8:20	10:10
SHERIDAN ST.	4:47	5:19	5:44	6:14	6:34	6:54	7:34	8:14	8:54	9:56	10:56	11:56	12:56	1:56	2:56	3:46	4:34	5:04	5:24	5:54	6:24	6:54	7:24	8:24	10:14
FT LAUD. AIRPORT	4:51	5:23	5:48	6:18	6:38	6:58	7:38	8:18	8:58	10:00	11:00	12:00	1:00	2:00	3:00	3:50	4:38	5:08	5:28	5:58	6:28	6:58	7:28	8:28	10:18
FORT LAUDERDALE	5:00	5:32	5:57	6:27	6:47	7:07	7:47	8:27	9:07	10:09	11:09	12:09	1:09	2:09	3:09	3:59	4:47	5:17	5:37	6:07	6:37	7:07	7:37	8:37	10:27
CYPRESS CREEK	5:06	5:39	6:04	6:34	6:54	7:14	7:54	8:34	9:14	10:16	11:16	12:16	1:16	2:16	3:16	4:06	4:54	5:24	5:44	6:14	6:44	7:14	7:44	8:44	10:34
POMPANO BEACH	5:12	5:45	6:10	6:40	7:00	7:20	8:00	8:40	9:20	10:23	11:23	12:23	1:23	2:23	3:23	4:13	5:00	5:30	5:50	6:20	6:50	7:20	7:50	8:50	10:40
DEERFIELD BEACH	5:18	5:51	6:16	6:46	7:06	7:26	8:06	8:46	9:26	10:29	11:29	12:29	1:29	2:29	3:29	4:19	5:06	5:36	5:56	6:26	6:56	7:26	7:56	8:56	10:46
BOCA RATON	5:25	5:59	6:24	6:54	7:14	7:34	8:14	8:54	9:34	10:38	11:38	12:38	1:38	2:38	3:38	4:28	5:14	5:44	6:04	6:34	7:04	7:34	8:04	9:04	10:54
DELRAY BEACH	5:30	6:04	6:29	6:59	7:19	7:39	8:19	8:59	9:39	10:44	11:44	12:44	1:44	2:44	3:44	4:34	5:19	5:49	6:09	6:39	7:09	7:39	8:09	9:09	10:59
BOYNTON BEACH	5:38	6:13	6:38	7:08	7:28	7:48	8:28	9:08	9:48	10:53	11:53	12:53	1:53	2:53	3:53	4:43	5:28	5:58	6:18	6:48	7:18	7:48	8:18	9:18	11:08
LAKE WORTH	5:44	6:19	6:44	7:14	7:34	7:54	8:34	9:14	9:54	10:59	11:59	12:59	1:59	2:59	3:59	4:49	5:34	6:04	6:24	6:54	7:24	7:54	8:24	9:24	11:14
WEST PALM BEACH	5:55	6:30	6:55	7:25	7:45	8:05	8:45	9:25	10:05	11:10	12:10	1:10	2:10	3:10	4:10	5:00	5:45	6:15	6:35	7:05	7:35	8:05	8:35	9:35	11:25
MANGONIA PARK	6:05	6:40	7:05	7:35	7:55	8:15	8:55	9:35	10:15	11:20	12:20	1:20	2:20	3:20	4:20	5:10	5:55	6:25	6:45	7:15	7:45	8:15	8:45	9:45	11:35

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

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

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
February 17, 2009

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Governing Board was held at 2:00 P.M. on Tuesday, February 17, 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

COMMITTEE MEMBERS NOT PRESENT

Phyllis Berry, Broward County Transit
Lili Finke, (Chair), Palm Tran
Jeremy Mullings, Florida Department of Transportation (dialed in to meeting)

ALSO PRESENT

Douglas Bermudez, Miami-Dade Transit
Jessica Dumars, Palm Tran
Jim Gergich, CHK America, Inc.
Dan Glickman, private citizen
Robyn Hankerson, Bitner Goodman
Tia Harvey, MDT
Ruby Hemmingway-Adams, MDT
Rick Hood, CHK America, Inc.
Cynthia Jones, Jones Worley
Shawn Lingle, Jones Worley
Renee Matthews, SFRTA/Tri-Rail
Cynthia Parks, Jones Worley
Steve Rosenberg, SFRTA/Tri-Rail
Jennifer Ryan, South Florida Commuter Services
Jim Udvardy, South Florida Commuter Services
Jeff Weidner, Florida Department of Transportation (dialed in to meeting)
Doris Williams, Broward County Transit

CALL TO ORDER

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

ROLL CALL

AGENDA APPROVAL

MINUTES APPROVAL

Minutes were not approved due to lack of quorum.

MATTERS BY THE PUBLIC

None

REGULAR AGENDA

INFORMATION / PRESENTATION ITEMS

I1. PRESENTATION BY CHK AMERICA

- Mr. Hood of CHK America stated that his firm's main objective is to standardize signage for transportation systems
- More and more agencies in major cities throughout the United States have been signing on to this movement toward uniformity.
- Mr. Hood stated that today's presentation would be about the psychology of passenger information.
- Ms. Arnold's concern was addressed, that Tri-Rail would lose its branding identity
- It was explained that "cognitive ability" is the main requirement in understanding and becoming accustomed to information being made available to us.
- Mr. DeCossio expressed his concern about the upkeep due to service and schedule changes.

I2. PRESENTATION BY JONES WORLEY / SMART CARD UPDATE

- Ms. Matthews introduced Jones who will be working with SFRTA/Tri-Rail's Marketing Director and the RTA Marketing Committee to further develop a regional marketing program for the Smart Card.
-

- Ms. Hemingway-Adams stated that Miami-Dade Transit will promote its EASY Card by giving away 500,000 Easy Cards beginning in May for the June implementation (date to be decided).
- A Transfer Committee has been established. Their recommendations are as follows:
 - Any rider entering MDT's system must have an EASY Card.
 - Cash may be used onboard a bus.

- On the rail system, a passenger must have an EASY Card. (A card used on the rail must have value on the card)
- A vending machine will be at the Metrorail/Tri-Rail Station to allow for purchase as well as passengers of having the ability to “load” their cards on the website.
- Mr. Glickman questioned whether all of these tri-county fare policy changes will be in written form so that the public can be fully aware before they actually go into effect.

I3. SOUTH FLORIDA COMMUTER SERVICE / EMERGENCY RIDE HOME PROGRAM

- Mr. Udvardy apprised the Committee that the rule for 6 free taxi rides per year, per passenger, states that he or she would to have been using alternative modes of transportation at least three times per week in that year. Due to the increased taxi prices over the past year, expenses have tripled and alternative means of offering the free ride, including public transportation, need to be considered.
- The Emergency Ride Home Program has about \$200,000 in its present budget, with about 15,000 registered in the program.
- Mr. Weidner questioned whether Mr. Udvardy knew if any agencies across the country have disbanded the ERH program. Mr. Udvardy stated that he had not heard word of such
- Ms. Williams suggested a caveat which would allow a transit agency to work out a trip plan for a passenger, using public transportation

I4. DUMP THE PUMP

- The annual event will take place on Thursday, June 18th.
- Media will not be part of this year’s budget; it will be more of a grass roots effort with a strong public relations outreach,
- Mr. Weidner stated that with statewide involvement this year, message signs along I-95 will be used about one month before the actual date.
-

I5. JUSTIFIABLE MARKETING EXPENDITURES WITH STATE FUNDS

- Mr. Weidner stated that FDOT is in a frugal frame of mind and is very concerned about perception.
- Mr. Weidner asked that any marketing production pieces be reviewed by FDOT before they are made public.
- Discretionary marketing funds are still available, but as the effort is being created, Mr. Weidner asked that it be made available to FDOT for approval before it goes into mass production.

I6. SCHEDULE AND BUS UPDATES

- Palm Tran will have a public hearing on Thursday about the elimination of Route 50. Many Tri-Rail riders have expressed their concern. Route 1 will take its place and with greater frequency.
- May 7th is scheduled to be the opening date of the new intermodal center which is located at Clearwater and Banyan, just west of the Tri-Rail station in West Palm Beach.
- Mr. DeCossio stated that at the recent transportation summit, there was great support for bus service and its improvements.

- BCT, at the end of this month, will do a Comprehensive Operational Analysis (COA) which will make available informative data which will be on the website.
- BCT is launching online bus pass purchases. Check cashing will still take place onboard.

AGENCY REPORTS

BROWARD COUNTY TRANSIT

No further comments

FDOT

No further comments

MIAMI-DADE TRANSIT

No further comments

PALM TRAN

No further comments

SOUTH FLORIDA COMMUTER SERVICES

No further comments

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/TRI-RAIL

- Ms. Arnold stated that the 2009 Transportation Summit will take place at the Broward Convention Center on Saturday morning.
- Speakers include: Mort Downey, Yvette Taylor, Gordon Parks, Ralph Marrinson and E. Clay Shaw
- Extra trains will be added including shuttle service from the Ft. Lauderdale Airport Station.

OLD BUSINESS

None

NEW BUSINESS

None

With no further comments, the meeting adjourned at 3:55 p.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
FEBRUARY 5, 2009

The regular Meeting of the South Florida Operations Technical Committee meeting convened Thursday, February 5, 2009, at 10:00 A.M., held at SFRTA, 800 NW 33 Street, Pompano, FL 33064.

COMMITTEE MEMBERS PRESENT:

Gerry Gawaldo, Palm Tran, Chair
Brad Barkman, Vice Chair, SFRTA, Vice Chair
Steve Alperstein, Miami-Dade Transit
Peter Wolz, Broward County Transit
Annette Coates, PBSB
Sabrina Glenn, SFCS/City of Boca
Carolyn Geck, FDOT

COMMITTEE MEMBERS /ALTERNATES ABSENT:

Jim Udvardy, SFCS
Scott Aronson, Delray Beach
Pete Witschen, SFEC
Jeff Scott, BCT, Office of Transportation
Chip Dobson, CSX
Wayne Blalock, FEC
Les Hollingsworth, Sun Trolley

ALSO PRESENT:

Marcin Gadek, SFRTA
Shane Searchwell, PBSC
Jerry Naron, Wilbur Smith
Dan Glickman, Public
Margaret Ferrara, SFRTA

CALL TO ORDER

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

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

CONSENT AGENDA

C1 –MOTION TO APPROVE - minutes of November 13, 2008 - A motion to approve was made by Sabrina Glenn and seconded by Steve Alperstein. The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

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

INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

INFORMATION DISCUSSION ITEMS

1. Palm Tran Intermodal Center – Power Point Presentation by Gerry Gawaldo
 - 18 bus bay facility
 - Palm Beach / Tri-Rail developing 145 parking spaces
 - Facility includes Greyhound and Amtrak
 - City of WPB bay for future shuttles
 - Proposed completion date April 28, 2009
 - Restrooms – video cameras with access to Police
 - Downtown buses go to Quadrille
 - Tri-Rail is considering this technology
 - SFRTA will add extra benches
 - Project is 100% State funded
 - Projected completion date April 2009 opening event is in May
 - Routes affected: 1, 2, 31, 40, 41, 44, 45, changing 43, adding 49
 - Transfers are same
 - All routes that berth at Quadrille will be eliminated –Route 50 will be replaced by Route 1, bus will come into the train station higher frequencies than the current #50 route - 10 minutes in each direction downtown resuming north or south on Quadrille/Dixie
 - Total cost in excess of \$5-7 million dollars in State funds

2. Taxi Cabs at stations (Sabrina)
 - Cabs at Boca Raton, City has exclusive agreement with two taxi companies only – more cabs showing up issue with existing cabs
 - Blocking the drop off area creating congestion
 - The licensing agreement with the City of Boca and two taxi companies– City will have to cite the drivers which will have a greater impact
 - There are designated spots to keep cars out of the traffic lanes
 - Two marked taxi spots only at station - taxis must park designated parking spots only
 - Brad will have Wackenhut check station and note exceptions

Introduction of Shane Searchwell, Accountant with PBC Transportation Department

Gerry introduces real time information:

Note: Introduction of Jerry Narona, Wilbur Smith

- Express service and toll features on Northbound I-95 in Miami area
 - Revenue projections made by Wilbur Smith have been good
 - Stimulus package could drive other projections/trips
3. New schedule Changes
- Proposed April 2009
 - Revised schedule for optimal on time performance
 - Reviewing with Information Technology use cell phones for crew orders on board trains
4. Fare increase – under consideration
- Restructuring SFRTA fare systems
 - Fare box – monthly flat fare, zone fare, weekends, making some changes in the fare structure creating combinations – no determination, open approach to discuss the change along with consideration of the Smart Card.
5. Palm Tran
- Palm Tran could increase the daily pass
 - Advertising on the back of the passes
 - Smart card interaction (some degree)
 - Palm Tickets will be sold by Tri-Rail ticket vending machines
 - Discounts through Employee Discount
 -
6. Schedule Change
- Dan's question: schedule change first or second week of April adding some time in the schedule – delays are based on additional passengers, boarding and detraining 5 minutes to peaks and 5 to non peak
 - Improved on time performance
 - Wider turns from 20-30 minutes reduce cascading affects
 - Simulation identifies intermediate station to station - improving dwell times
 - Train waiting to depart at the end stations
 - Should be little or no impact on the public
 - Staff will bring recommendations/considerations for the governing board regarding fare changes and schedule times
 - Improve service with the exception of police activity or other major delays and there is nothing you can do to move the train
 - D. Glickman asked if there anything being done with new technology and cellular phones for real time information?
 - Technology is called Google Transit – Palm Tran will have it – there is a learning process – it will communicate with cell phones
 - In the interim you can call customer service – Google transit could take five years - BCT is using real time information
 - FDOT is now eligible to use fiber optics running under the track
 - Current signal system uses four towers along the corridor

- Track /signals works at control points to the tower to dispatch center in Jacksonville
Brad: Federal government is mandating use of positive train control – relates to two
- trains never colliding – equipment communicates with the signals and the track – it detects obstructions and stops the train and could eliminate major collisions possible date 2016
- Burlington Northern, CSX, and Union Pacific will have a similar system with a standard package for all

7. Broward County:

- Managed lanes Golden Glades 441 Breeze and 2 limited / University Drive projected date January 2010 if all is coordinated or April / May 2010
- FDOT project 595 service in discussion same time next year
- Budget sessions coming up
- Robert Nelson, New Operations Director of Transit
- Chris Walton, promoted to Director of Department of Transportation
- Barney McCoy, Manager of Service and Capital Development
- Comprehensive Operations Analysis– measures service needs, routes, stops (outsourced objective view)

8. Miami-Dade Transit

- New line up - headway changes
- Still protecting main routes
- Service was drastically reduced
- Down to 30.5 revenue miles
- Most routes do not affect Tri-Rail
- New fare boxes and APC's installed
- Broward county is also using APC – working on some fine tuning
- Broward and Miami-Dade are in communication re APC's
- Data is a substantial improvement combing APC and survey data
- Monthly tickets cost \$100
- Tri-Rail / MetroRail could increase to \$80 per month
- Dade Monroe bus attracting a fair amount of tourists
- Increase in fares could affect transit
- No decrease in monthly sales as of this date

Other Business:

Magnet students - Question: does Tri-Rail have a swipe a pass that identifies students – Palm Tran has a swipe pass - magnet high schools have to show their school ID pass with a number – arrangement with FAU – smart card technology should improve these issues. Time to utilize both systems in order to verify and receive funding for the student magnet program. (Students forget passes – need verification and data to the School Board). Board tags the student ID with a

Tri-Rail pass. OTC next meeting date *March 26, 2009* at SFRTA. Meeting adjourned at 11:30 a.m.

DRAFT

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

FEBRUARY RIDERSHIP

Total monthly ridership for February has increased 0.3 % when compared to February of last year. Weekday ridership has decreased by 0.1% for February, while the average weekday ridership in February 2009 was 14,825 per day versus 14,103 per day for 2008. Total weekend ridership has increased by 17.2% when compared to last year. Total Fiscal Year ridership is up by 20.2%.

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 February 2009	Actual February 2008	February '09 vs. '08 %	FY 09 Rider ship To Date	FY 08 Rider ship To Date	FYTD 09 vs '08 %
M-F	281,684	282,051	-0.1%	2,506,653	2,076,923	20.7%
Saturday	22,519	20,921	7.6%	189,500	160,283	18.2%
Sunday	17,996	19,184	-6.2%	161,619	139,952	15.5%
Holidays	11,615	10,568	9.9%	33,856	28,130	20.4%
	<u>333,814</u>	<u>332,724</u>	<u>0.3%</u>	<u>2,891,628</u>	<u>2,405,288</u>	<u>20.22%</u>

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

Chart 1 - SFRTA Riders and Revenue Trends

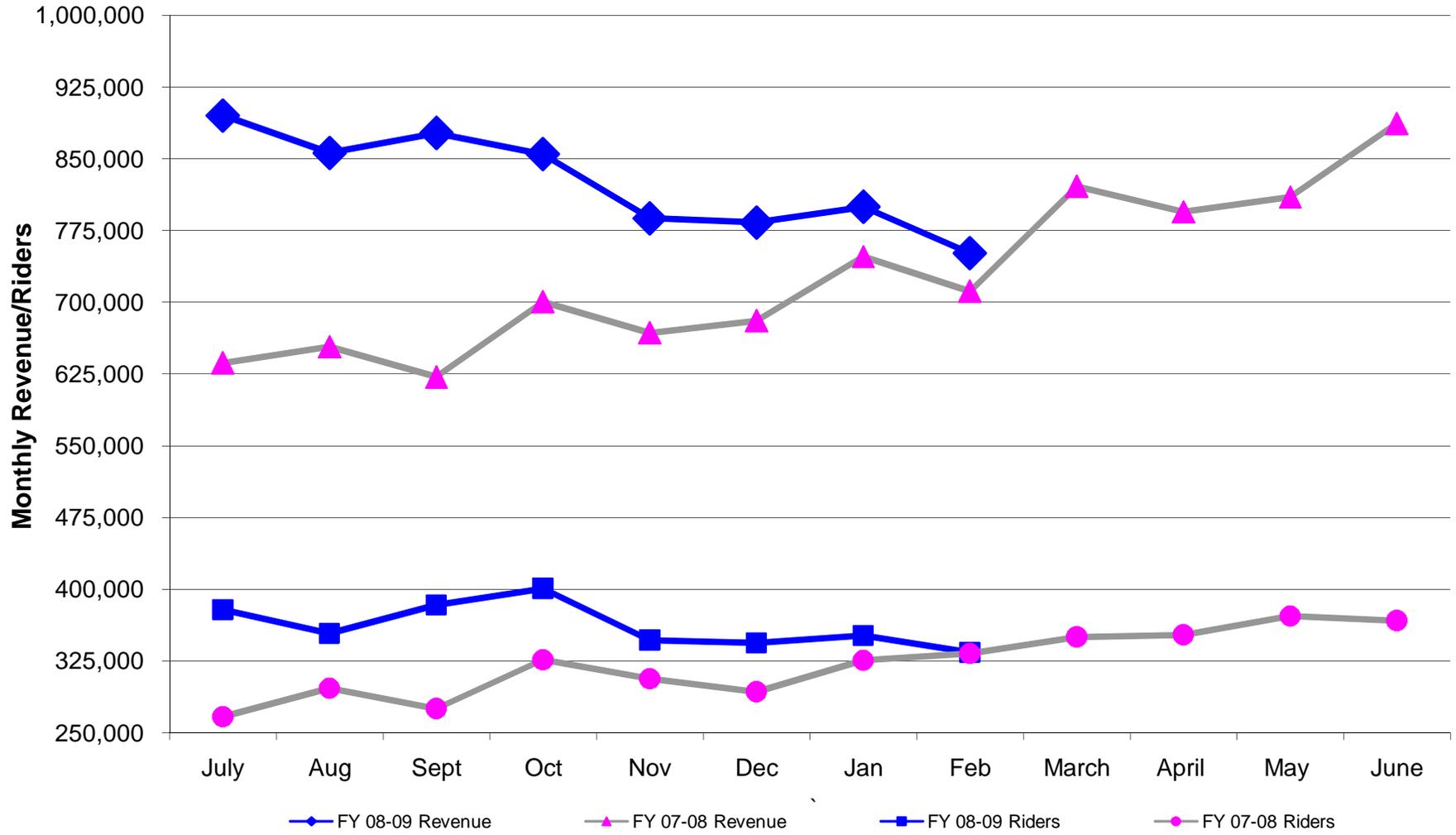


Chart 2 - SFRTA Riders

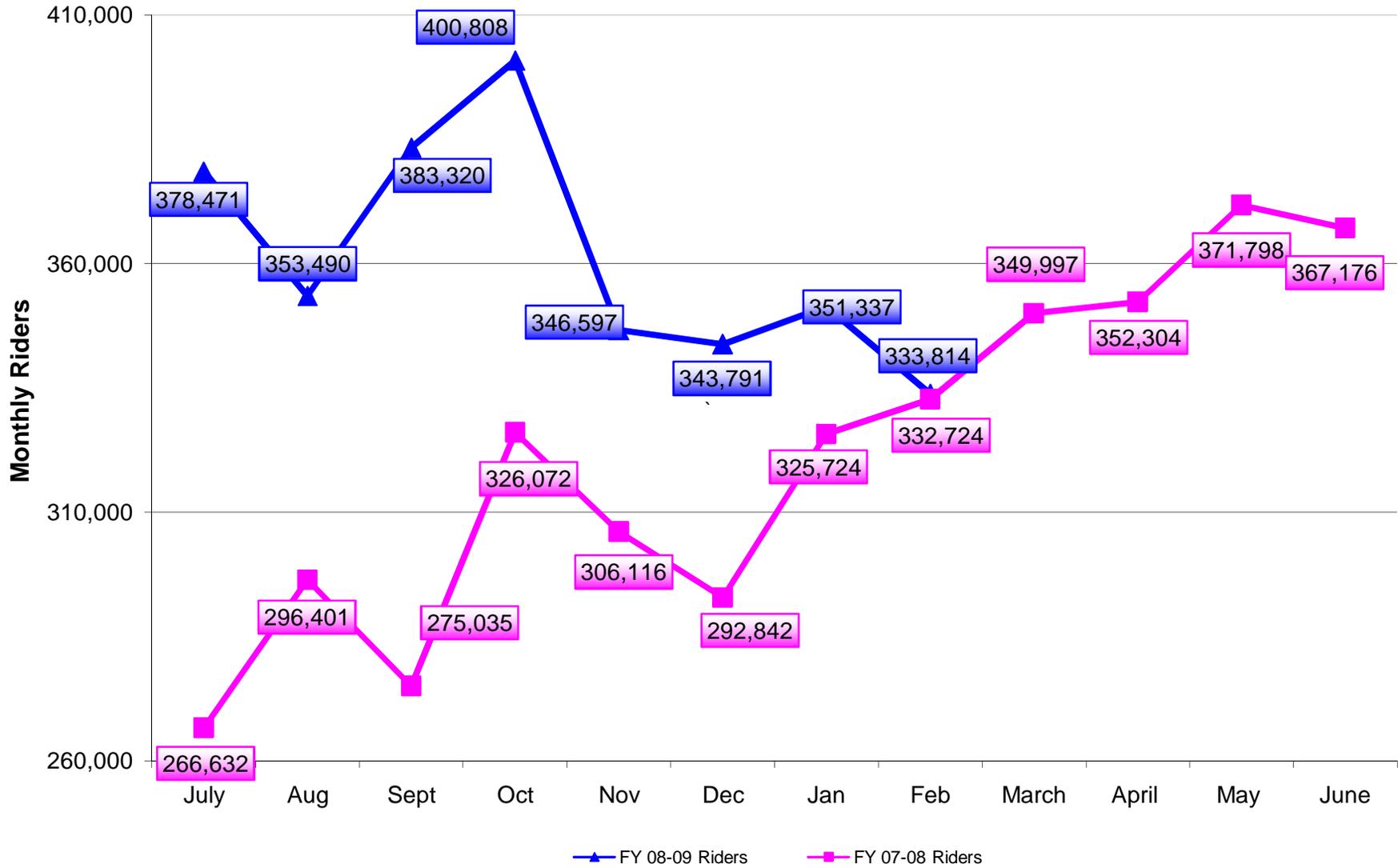
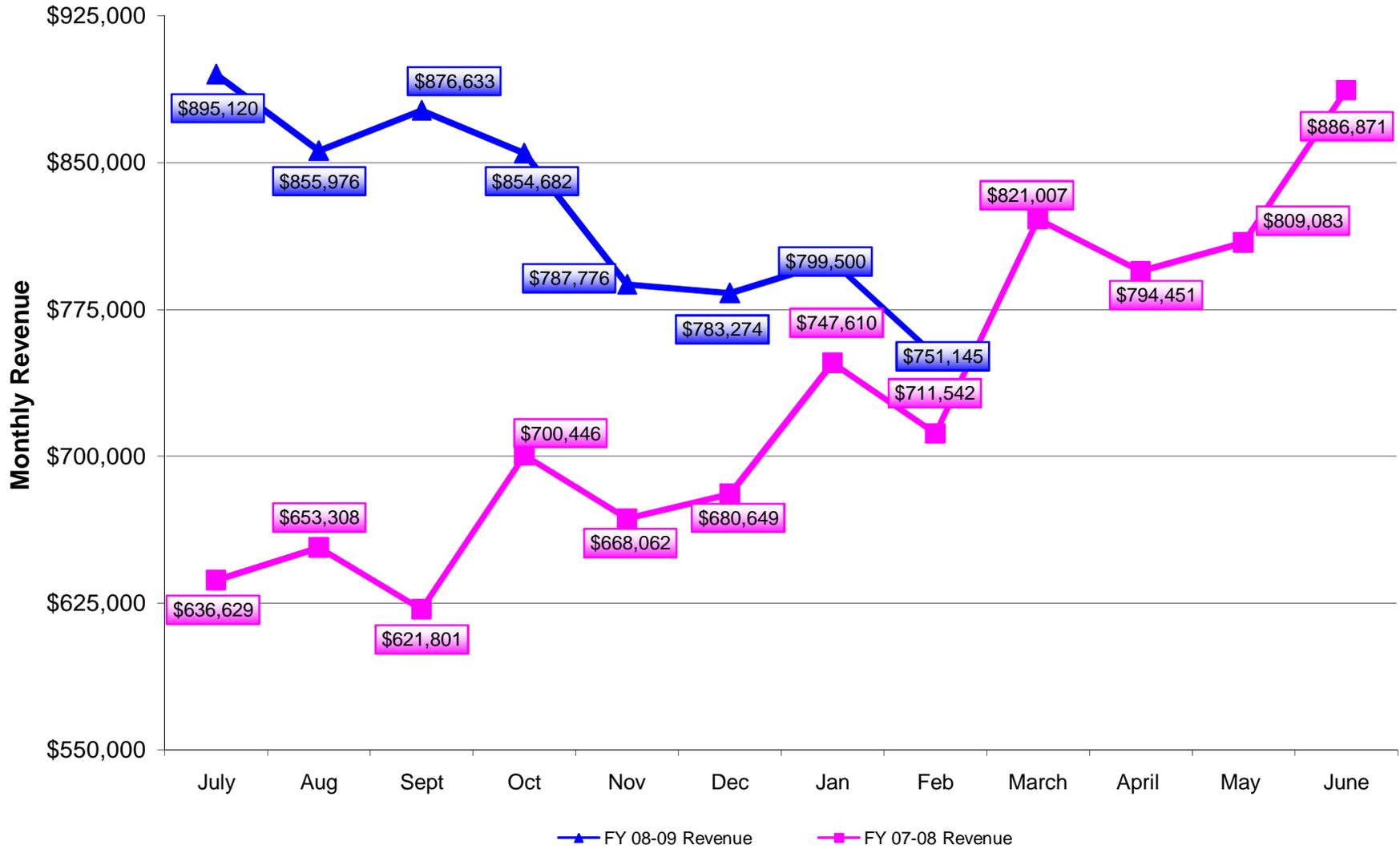


Chart 3 - SFRTA Revenue



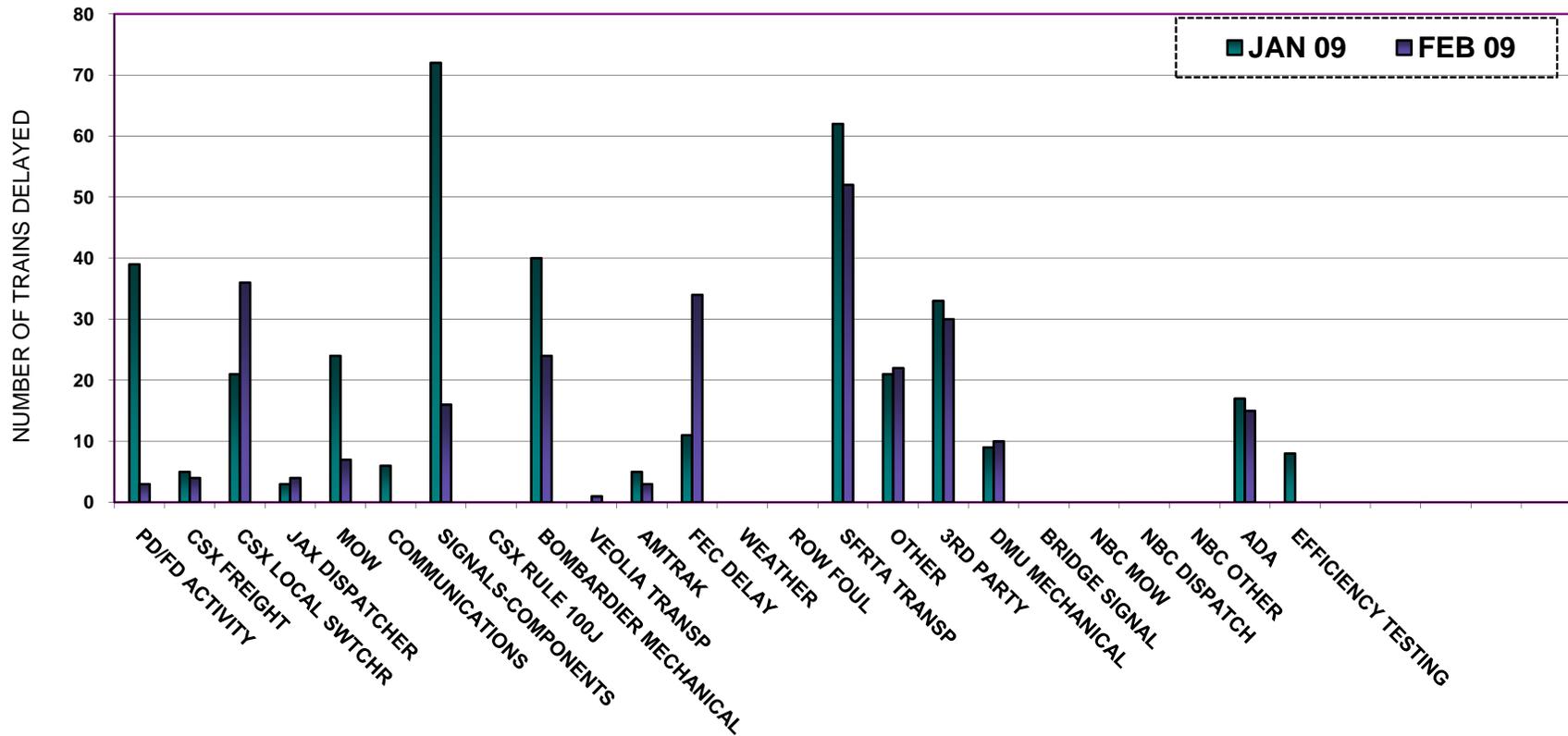


FEBRUARY 2009 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			76.0%
OTP Station To Station			64.5%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF <u>TOTAL</u> TRAINS
DELAY CAUSES			
PD/FD Activity	2	3	0.3%
SUB-TOTAL	2	3	0.3%
<u>CSX AGREEMENT</u>			
CSX FRIEGHT	2	4	0.4%
LOCAL SWITCHER	15	36	3.2%
JAX DISPATCHER	4	4	0.4%
MOW	4	7	0.6%
SUB-TOTAL	25	51	4.2%
<u>OUTSIDE CSX</u>			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	5	16	1.4%
CSX RULE 100J	0	0	0.0%
SUB-TOTAL	5	16	1.4%
<u>BOMBARDIER MECHANICAL</u>			
VEOLIA TRANSPORTATION	1	1	0.1%
AMTRAK	2	3	0.3%
FEC DELAY	11	34	3.0%
WEATHER	0	0	0.0%
ROW FOUL	0	0	0.0%
SFRTA TRANSPORTATION	21	52	4.6%
OTHER	10	22	2.0%
3rd PARTY	10	30	2.7%
DMU MECHANICAL	4	10	0.9%
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	8	15	1.3%
EFFICIENCY TESTING	0	0	0.0%
SUB-TOTAL	75	191	16.9%
<u>TRAINS DELAYED</u>			
TRAINS DELAYED		261	23.1%
<u>TERMINATED / ANNULLED</u>			
TERMINATED / ANNULLED		10	0.9%
<u>TRAINS ON TIME</u>			
TRAINS ON TIME		857	76.0%
TOTAL		1128	100.0%

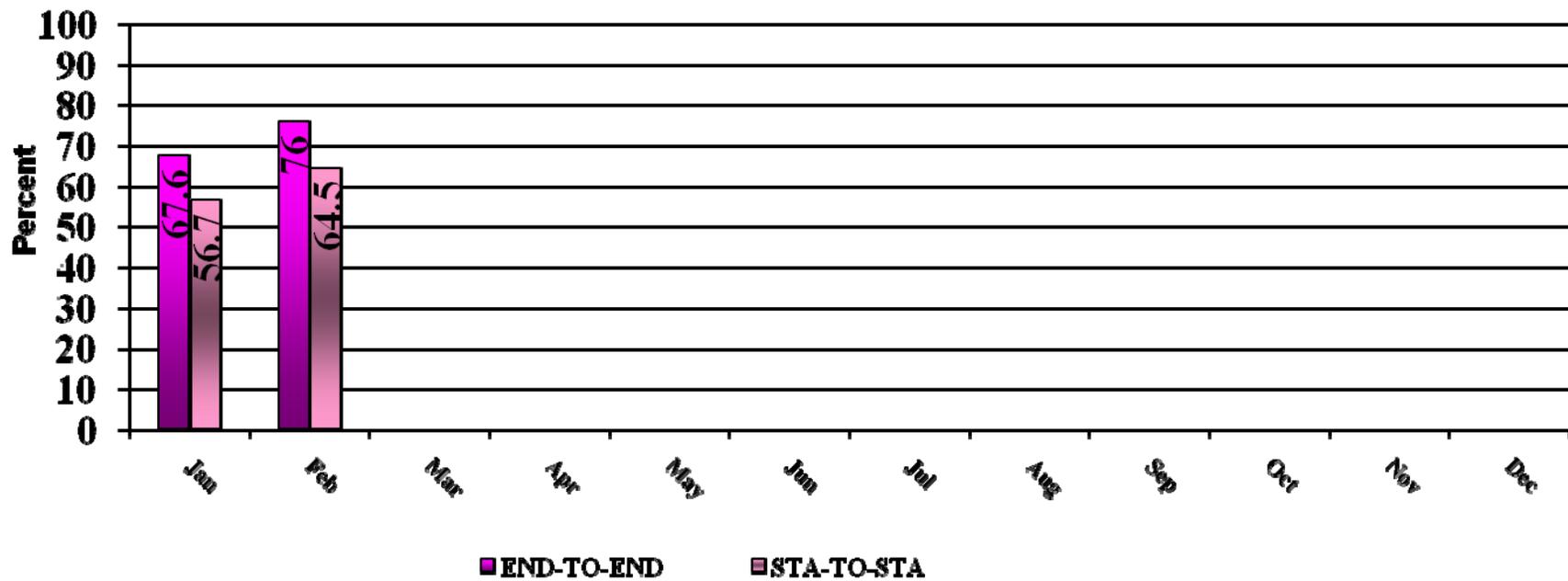


TRAIN DELAYS 2009





On-Time Performance Calendar Year 2009

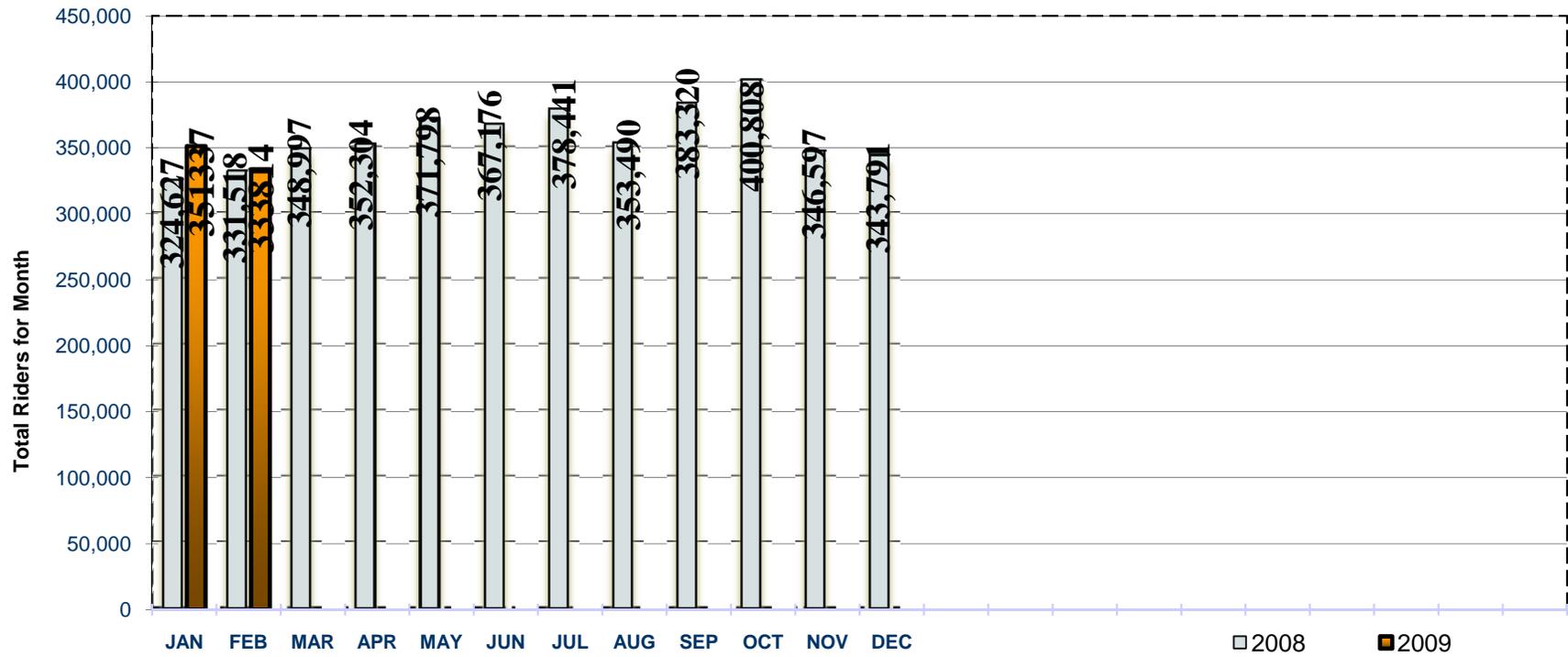




CSXT JAX Dispatcher & Freight Delays 2009

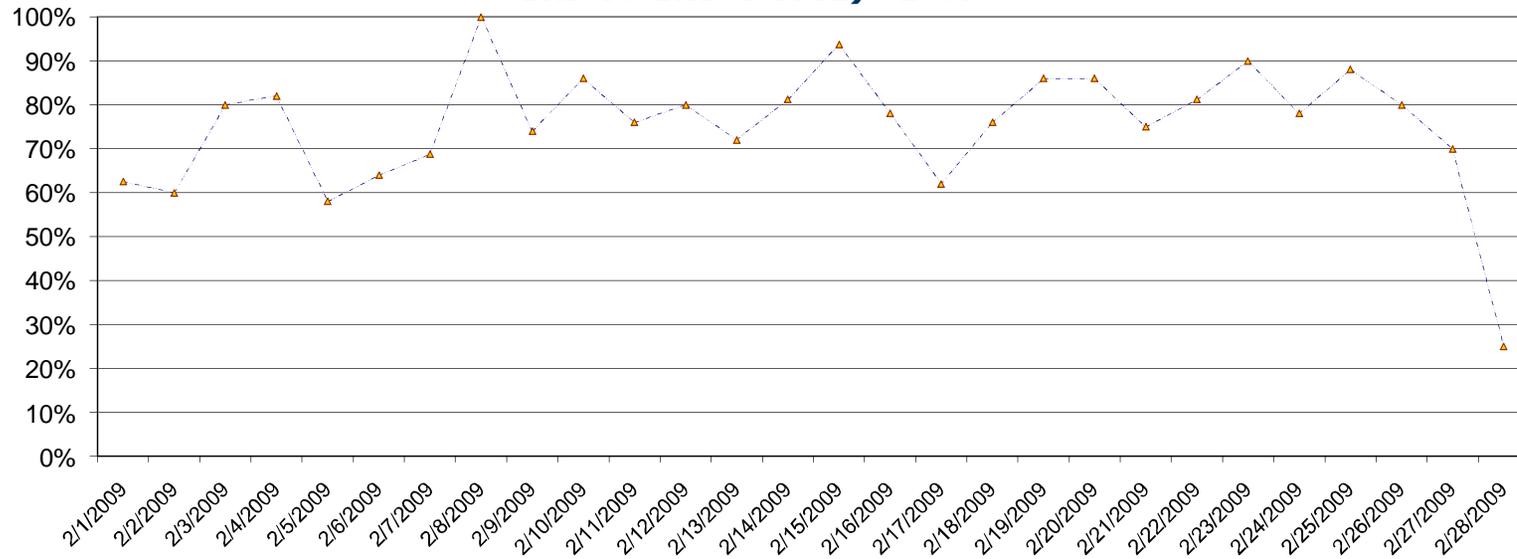


SFRTA Tri-Rail Monthly Ridership 2009





ON TIME PERFORMANCE END TO END February - 2009



AGENDA ITEM D

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

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 36 new employers and 147 new employees during the month of February.

- The total number of EDP tickets recorded as sold in February was 3,271 and the total revenue generated was reported as \$151,727.89.

The following companies joined the EDP in February:

Employer	Enrollment Date	City
AJ Originals, Inc.	2/26/2009	Fort Lauderdale
All Star Vacations Marketing Group, Inc.	2/11/2009	Miami
Atlantis Golf Club	2/05/2009	Atlantis
Atlas Leasing, Inc.	2/19/2009	Pompano Beach
Avisena	2/26/2009	Miami
Bayside Ceramics Dental Lab	2/24/2009	Miami
City of Dania Beach	2/09/2009	Dania Beach
Clamor/Justpassingtime	2/10/2009	Miami
Custom Medical Services, Inc.	2/13/2009	Deerfield Beach
Esource Capital	2/26/2009	Miami
Euro Cargo Express, Inc.	2/20/2009	Miami
Forest Hill Rehab Center	2/05/2009	West Palm Beach
G Metal Corp.	2/20/2009	Miami
Intermex Wire Transfer, LLC	2/05/2009	Miami
International Beauty Salon	2/24/2009	Lake Worth
International Distribution Center, Inc.	2/26/2009	Miami
International Lifestyles	2/05/2009	Hollywood
Joseph W. Tenhagen Appraisals, Inc.	2/27/2009	Miami
Kenneth Cole Corporation	2/05/2009	West Palm Beach
Knoll, Inc.	2/18/2009	Miami
LAU International	2/17/2009	Miami
Martin Precise Products	2/05/2009	Dania
New Horizons Aviation Catering, Inc.	2/05/2009	Dania
Old Dominion Freight Line	2/27/2009	Riviera Beach
Onboard Informatics	2/27/2009	Boca Raton

Peco's Pro-Shop Autobody Specialist	2/13/2009	Delray Beach
Polaris World Garden Furniture, LLC	2/05/2009	Miami Gardens
Schratter Foods, Inc.	2/26/2009	Miami
Seaward Services, Inc.	2/27/2009	Dania Beach
Shop Latino Network, LLC	2/18/2009	Miami
The Art of Pain Control, Inc.	2/24/2009	Hollywood
Versailles Gardens Condo Association, Inc.	2/18/2009	Tamarac
Vital Care Medical Center, Inc.	2/05/2009	Greenacres
Wachovia Insurance Services A Wells Fargo Co.	2/05/2009	West Palm Beach
Wilten Direct	2/17/2009	Deerfield Beach
Zipx Fort Lauderdale	2/06/2009	Fort Lauderdale

EDP SALES MISSIONS

Employer	City
Adams Pest Control	Boynton Beach
Art Department	Pompano Beach
Atlas Leasing	Pompano Beach
Avisena	Miami
Complete Computer Support, Inc.	West Palm Beach
Econo Rent A Car	Lantana
Epic Hotel	Miami
Experian	Miami
Family Center	West Palm Beach
GE Florida Contractors	Fort Lauderdale
Intermex	Miami
Joseph Tenhagen Appraisals	Miami
Kirkland Event & Destination Services, Inc.	West Palm Beach
Midona & Family	Miami
Old Dominion Freight Line	Riviera Beach
PC Help 365 Online	Miami Gardens
Puradyn Filter Technologies, Inc.	Boynton Beach
Ravenwood Tires	Dania Beach
Suffolk Construction	West Palm Beach
Town of Mangonia Park	West Palm Beach
Unitransfer	Miami
US Security Bureau, Inc.	Palmetto Bay
Versailles Condominium	Pembroke Pines
Viceroy Hotel	Miami

MARKETING DEPARTMENT – FEBRUARY ACTIVITIES:

2009 TRANSPORTATION SUMMIT

Members of the SFRTA's Marketing Department continued working closely with members of the Executive and Planning Departments to organize and prepare for the Regional Transportation Summit which was held on Saturday, February 21st, as a culmination of all three previous workshops. With approximately 350 attendees, the Summit drew an audience comprised of elected officials, Governing Board Members, staff from partnering/regional agencies and the general public.

AMERICAN PUBLIC TRANSPORTATION ASSOCIATION

The Director of Marketing and Customer of Service, as well as the Marketing Manager, participated in various American Public Transportation Association activities in February. The Director of Marketing & Customer Service participated in the APTA Marketing and Communications Workshop as the Vice Chair of the Marketing and Communications Steering Committee, while the Marketing Manager was asked to serve on the APTA Committee and Governance Structure Task Force.

CALL CENTER CHALLENGE

Customer Service Representative Lashon Johnson was chosen to compete in the American Public Transportation Association's Call Center Challenge, held during the Marketing and Communications Workshop. Lashon joined six other finalists representing transit systems from across the country, to face-off in a competition to test their customer service skills.

TRANSPORTATION DAY

South Florida Regional Transportation Authority/Tri-Rail Marketing Representatives were on-hand to provide presentations to two new employers in Miami-Dade County. The brand new Epic Hotel and the Viceroy Miami each hosted their own transportation day for their new hires, which also included South Florida Commuter Services and Miami-Dade Transit as presenters. In addition, the One Biscayne Tower in Downtown Miami and the Douglas Entrance business complex in Coral Gables invited the same group of agencies to staff a booth to provide transportation information to their respective tenants.

ONGOING COMMUNITY OUTREACH ACTIVITIES

Southeastern Air Coalition for Outreach (SEACO) – Quarterly Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

February 2009

Budgeted Income Statement

Revenue:

For February 2009 year-to-date (YTD) actual revenue is up \$833,867 or 14% when compared to the FY 2008/09 YTD budgeted revenue. Actual revenue is up \$1,069,288 or 19% 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 \$1,571,146 below budget. (see Expenses below).

Expenses:

Currently, expenses are \$1,571,146 or 4% below budget. All expenses are well within budget. Train fuel is currently 8% below budget due to the decrease in the price of fuel, which will be short term because fuel is expected to rise to the budgeted amount. Personnel services are currently 5% below budget due to the hiring freeze.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
2/01/09 TO 2/28/09**

REVENUE	FEBRUARY 2009 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2008-09 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$751,145	\$6,604,106	\$5,742,505	\$861,601	\$8,971,507	\$2,367,401
Interest Income / Other Income	7,881	77,266	105,000	(27,734)	157,500	80,234
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$759,026	\$6,681,372	\$5,847,505	\$833,867	\$9,129,007	\$2,447,635
OPERATING ASSISTANCE						
FDOT Operating JPA	-	9,233,580	9,272,022	(38,442)	\$12,405,894	3,172,314
FDOT Feeder Service JPA	278,500	2,680,310	2,819,538	(139,228)	3,024,780	344,470
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	-	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	3,353,164	6,719,612	6,861,463	(141,851)	12,405,894	5,686,282
Broward Co. Feeder Service	-	-	-	-	662,514	662,514
Other Local Funding	-	-	-	-	100,000	100,000
TOTAL ASSISTANCE	\$3,631,664	\$29,082,929	\$31,487,943	(\$2,405,013)	\$52,673,640	\$23,590,711
TOTAL REVENUE	\$4,390,690	\$35,764,302	\$37,335,448	(\$1,571,146)	\$61,802,647	\$26,038,346

EXPENSES	FEBRUARY 2009 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2008-09 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,422,301	21,082,019	21,274,151	192,132	35,738,856	14,656,837
Personnel Services	706,387	5,425,385	5,671,202	245,817	8,744,759	3,319,374
Train Fuel Contract	550,154	5,088,396	5,517,277	428,881	9,207,166	4,118,770
Feeder Service	431,596	2,246,851	2,364,613	117,762	3,923,920	1,677,069
General & Administrative Expenses	176,619	1,311,648	1,411,563	99,915	2,324,600	1,012,952
Marketing Expenses	102,768	492,931	585,792	92,861	1,097,072	604,141
Professional Fees	113,464	732,356	826,300	93,944	1,239,450	507,094
Reserve	-	-	333,333	333,333	500,000	500,000
Expenses Transferred to Capital	(112,600)	(615,285)	(648,784)	(33,499)	(973,176)	(357,891)
TOTAL EXPENSES	\$4,390,690	\$35,764,302	\$37,335,448	\$1,571,146	\$61,802,647	\$26,038,346



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During February 2009, the SFRTA Accounts Payable division processed 228 invoices totaling \$6,685,291.20 and disbursed 178 checks, excluding payroll, totaling \$4,055,226.13.

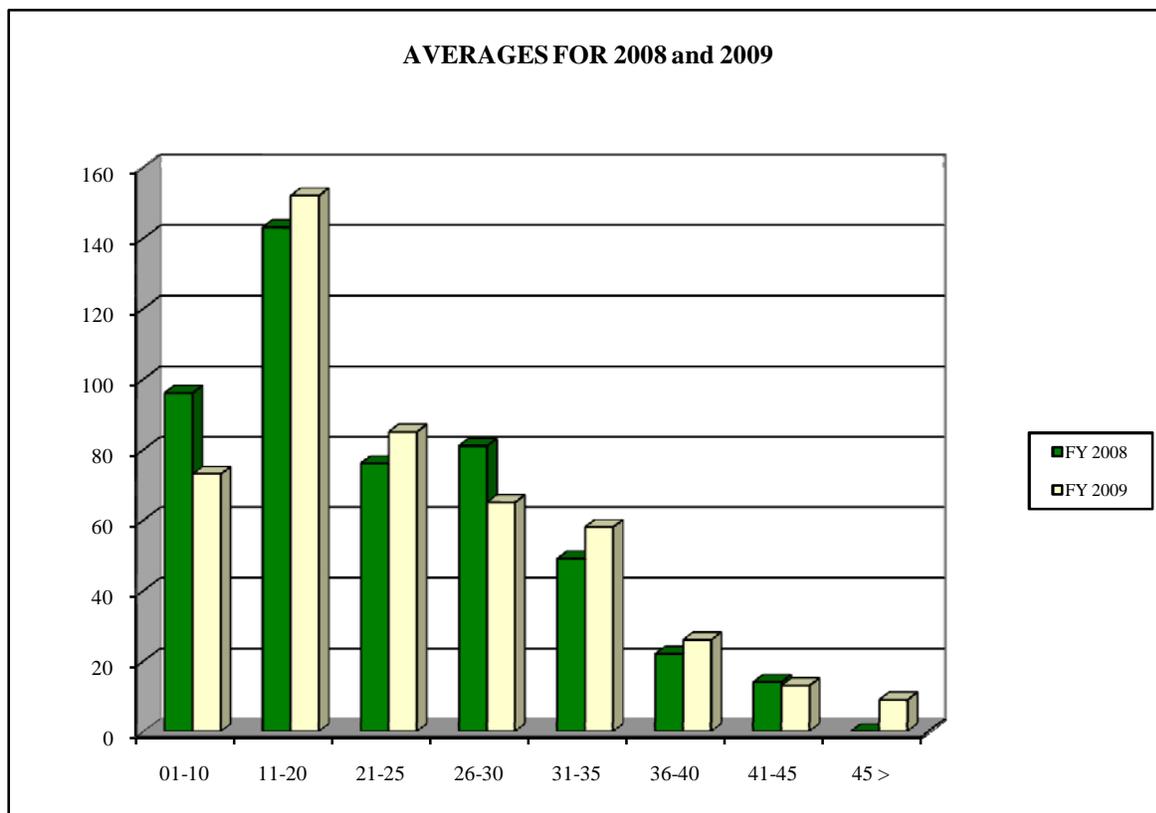
Invoices over \$2,500 represent 29.0% (52 checks) of all invoices processed in the month of February, and represent 98.0% of the value (\$3,987,029.26) of all checks processed in February 2009.

Accounts Payable processed 65.4% (34 checks) of the checks over \$2,500 within the 21-25 days, with 88.5% (46 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 PAYMENT CYCLE REPORT - FEBRUARY 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	15.2%	0 -10 Days	20.0%
11-20 Days	31.6%	11-20 Days	29.7%
21-25 Days	17.7%	21-25 Days	15.8%
26-30 Days	13.5%	26-30 Days	16.8%
31-35 Days	12.1%	31-35 Days	10.2%
36-40 Days	5.4%	36-40 Days	4.6%
41-45 Days	2.7%	41-45 Days	2.9%
Over 45 Days	1.9%	Over 45 Days	0.0%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MARCH 27, 2009
INFORMATION ITEM: PAYMENTS OVER \$2,500
FEBRUARY 1 THRU FEBRUARY 28, 2009

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
1/1/2009	1/10/2009	1/15/2009	1/20/2009	19	SUNTRUST BANKCARD N A	Corp Cards -10/08	5,546.68
2/1/2009	2/5/2009	2/11/2009	2/11/2009	10	SUNTRUST BANKCARD N A	Corp Cards -09/08	4,526.72
1/7/2009	1/7/2009	2/2/2009	2/3/2009	27	MACMILLAN OIL COMPANY	Train Fuel -12/28/2008	62,853.73
1/16/2009	1/16/2009	2/4/2009	2/5/2009	20	MACMILLAN OIL COMPANY	Train Fuel -12/31/2008	60,832.74
1/14/2009	1/24/2009	2/18/2009	2/19/2009	36	MACMILLAN OIL COMPANY	Train Fuel -11/03-09/08	111,544.53
2/6/2009	2/11/2009	2/19/2009	2/25/2009	19	BITNER GOODMAN	MRKT/PR Svcs -02/09	73,031.40
1/28/2009	2/19/2009	2/18/2009	2/19/2009	22	UNUM LIFE INSURANCE	Long Term Disability	4,055.61
1/13/2009	2/1/2009	2/4/2009	2/13/2009	31	BOMBARDIER MASS TRANSIT	Handicap Ramps Installation	78,769.40
1/30/2009	1/30/2009	2/11/2009	2/19/2009	20	MACMILLAN OIL COMPANY	Train Fuel -12/16/08	123,916.03
1/26/2009	1/28/2009	2/26/2009	2/27/2009	32	MACMILLAN OIL COMPANY	Train Fuel -01/15/2009	70,954.50
1/16/2009	1/27/2009	2/5/2009	2/9/2009	24	PRINT DYNAMICS	Marketing Schedules	2,865.07
1/5/2009	1/26/2009	2/5/2009	2/9/2009	35	VEOLIA TRANSPORTATION	Commuter Rail System - 12/1-31/2008	707,446.44
1/27/2009	2/2/2009	2/5/2009	2/9/2009	13	WACKENHUT CORPORATION	Wackenhut WE -01/19-25/09	89,362.23
2/1/2009	2/10/2009	2/11/2009	2/17/2009	16	ACS TRANSPORT SOLUTIONS	AFC Banking Server Upgrade -12/08	38,886.20
2/2/2009	2/2/2009	2/11/2009	2/17/2009	15	FLORIDA POWER & LIGHT	Utilities -02/09	9,287.19
1/18/2009	2/10/2009	2/11/2009	2/17/2009	30	PALMTRAN	PalmTran BCC Feeder Bus -12/08	25,500.00
1/22/2009	2/10/2009	2/11/2009	2/17/2009	26	SFEC TMA	SFEC TMA -12/2008	8,219.86
2/6/2009	2/11/2009	2/19/2009	2/25/2009	19	BITNER GOODMAN	MRKT/PR Svcs -02/09	63,611.20
2/17/2009	2/17/2009	2/19/2009	2/25/2009	8	FLORIDA POWER & LIGHT	Utilities -02/09	5,185.71
2/19/2009	2/19/2009	2/19/2009	2/25/2009	6	PROLOGIS TRUST	Office Rent	53,649.53
1/29/2009	1/29/2009	2/19/2009	2/25/2009	27	RAIL-VOLUTION	2009 Partner Contribution	15,000.00
1/30/2009	2/11/2009	2/19/2009	2/25/2009	26	RESPECT OF FLORIDA	Janitorial Svc -01/01-31/2009	5,122.77
2/2/2009	2/18/2009	2/19/2009	2/25/2009	7	VEOLIA TRANSPORTATION	Commuter Rail System -01/01-31/09	697,577.60
2/17/2009	2/19/2009	2/19/2009	2/25/2009	13	WACKENHUT CORPORATION	Wackenhut W/E -02/08/09	87,560.15
2/11/2009	2/19/2009	2/20/2009	2/25/2009	14	ACS TRANSPORT SOLUTIONS	AFC (TVM) Software Support -02/01-28/09	13,060.00
1/23/2009	2/10/2009	2/25/2009	3/4/2009	40	ACORDIA WPB DIVISION	Acordia - Workers Comp -02/2009	2,766.75
2/1/2009	2/10/2009	2/25/2009	3/4/2009	31	AON RISK SERVICES INC	Railroad Property Insurance	435,078.00
2/9/2009	2/9/2009	2/25/2009	3/4/2009	23	AT & T	Reg Summ -02/2009	9,594.12
2/23/2009	2/23/2009	2/25/2009	3/4/2009	9	FLORIDA POWER & LIGHT	Utilities -02/09	19,966.42
2/18/2009	2/25/2009	2/25/2009	3/4/2009	14	LIMOUSINES OF SOUTH FLORIDA	Feeder Svcs -02/01-15/09	115,310.25
2/9/2009	2/11/2009	2/25/2009	3/4/2009	23	MERIDIAN MANAGEMENT	Station Maintenance -01/01-31/2009	105,194.06
2/5/2009	2/25/2009	2/26/2009	3/4/2009	27	C2 GROUP LLC	Fed/Leg Consulting Svcs -01/09	10,000.00
2/20/2009	2/25/2009	2/26/2009	3/4/2009	12	CSX TRANSPORTATION	Bridge Tender -10/31/08-02/12/09	17,356.97
2/4/2009	2/25/2009	2/26/2009	3/4/2009	28	ERICKS CONSULTANTS	Leg Consult Svcs -01/09 & 02/09	25,000.00
2/18/2009	2/25/2009	2/26/2009	3/4/2009	14	LIMOUSINES OF SOUTH FLORIDA	Feeder Svcs -02/01-15/09	105,471.25
2/18/2009	2/25/2009	2/26/2009	3/4/2009	14	UNITED RENTALS HWY TECH	Trailblazer Signage -02/06/2009	4,489.30
2/4/2009	2/24/2009	2/26/2009	3/4/2009	28	WACKENHUT CORPORATION	Wackenhut W/E -02/01/09	196,277.52
2/20/2009	2/25/2009	2/26/2009	3/4/2009	12	CSX TRANSPORTATION	Bridge Tender -10/31/08-02/12/09	28,130.21
				38	TOTAL OPERATING EXPENDITURES		\$ 3,493,000.14
CAPITAL EXPENDITURES							
2/4/2009	2/4/2009	2/4/2009	2/4/2009	0	JODY MOORE	DMU Deliverly # 704 -01/18-27/09	3,000.00
2/3/2009	2/5/2009	2/17/2009	2/17/2009	14	BOMBARDIER MASS TRANSIT	Commuter Rail Fleet Facility -06/08	177,662.57
2/10/2009	2/11/2009	2/17/2009	2/17/2009	7	JODY MOORE	DMU Emp Moore -02/10/09	2,618.12
2/4/2009	2/4/2009	2/6/2009	2/6/2009	2	BROWARD CONVENTION CENTER	Food and Transportation Summit -02/09	9,246.00
1/26/2009	2/3/2009	2/4/2009	2/6/2009	11	KIMLEY HORN AND ASSOCIATES	Station Area Master Planning -10/01-31/08	89,091.92
1/28/2009	2/3/2009	2/4/2009	2/6/2009	9	RANGER CONSTRUCTION	Design Build Svcs for Construction of the PBch Park-N-Ride Lot	34,057.20
1/26/2009	2/3/2009	2/4/2009	2/6/2009	11	URS CORPORATION	79th Street Eng/Consult -11/28/2008	32,539.49
2/9/2009	2/9/2009	2/17/2009	2/17/2009	8	CITY OF DANIA BEACH	Legal Fees Recovery Acct	5,000.00
1/18/2009	1/22/2009	2/11/2009	2/17/2009	30	PB AMERICAS, INC	WO#4 Seg 5 Before & After Study -10/25-11/21/08	29,156.82
2/2/2009	2/10/2009	2/19/2009	2/25/2009	23	BOOZ ALLEN & HAMILTON	UAFC System -12/1-31/2008	34,821.15
2/10/2009	2/19/2009	2/19/2009	2/25/2009	15	LTK ENGINEERING SERVICES	Rolling Stock Acqu -11/02/07	10,676.70
1/30/2009	2/10/2009	2/19/2009	2/25/2009	26	PB AMERICAS, INC	Retainage release	29,304.00
1/30/2009	2/10/2009	2/19/2009	2/25/2009	26	PB AMERICAS, INC	WO#4 Seg 5 Before & After Study -09/27/08-10/24/08	32,907.13
2/6/2009	2/10/2009	2/26/2009	3/4/2009	26	GANNETT FLEMING INC	Locomotive Replacement Plan -11/22/08-01/02/09	3,948.02
				14	TOTAL CAPITAL EXPENDITURES		\$ 494,029.12
				Item Total	52	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES	\$ 3,987,029.26

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MARCH 27, 2009
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
FEBRUARY 1, 2009 TO FEBRUARY 28, 2009**

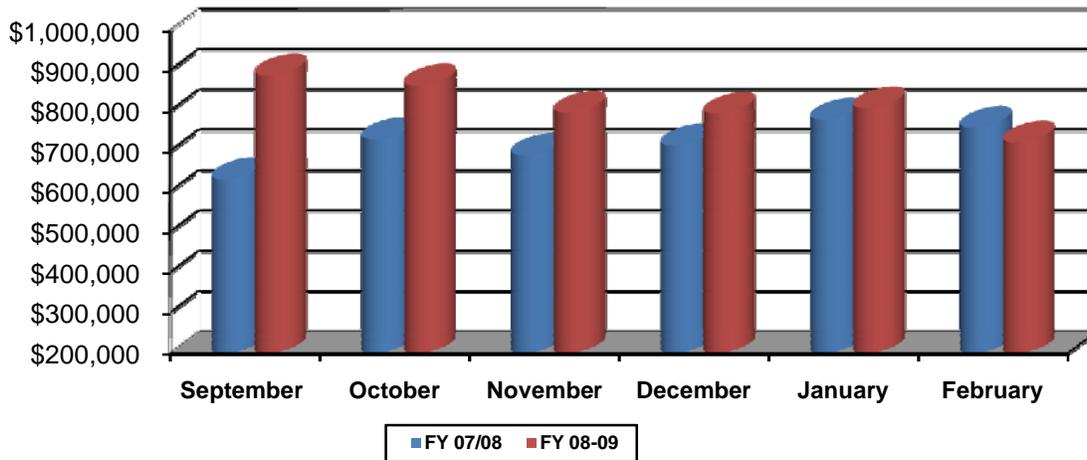
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	10	19.2%	19.2%
11-20 days	19	36.5%	55.8%
21-25 days	5	9.6%	65.4%
26-30 days	12	23.1%	88.5%
31-35 days	4	7.7%	96.2%
36-40 days	2	3.8%	100.0%
41-45 days	0	0.0%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	52	100.0%	

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

REVENUE - FEBRUARY 2009

DESCRIPTION	Feb-08	Feb-09	VARIANCE	%
Weekday Sales	616,263	642,744	26,481	4.3%
Weekend Sales	95,279	108,401	13,123	13.8%
Other Income	10,833	7,881	(2,953)	-27.3%
Total Revenue	722,375	759,026	36,651	5.1%

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

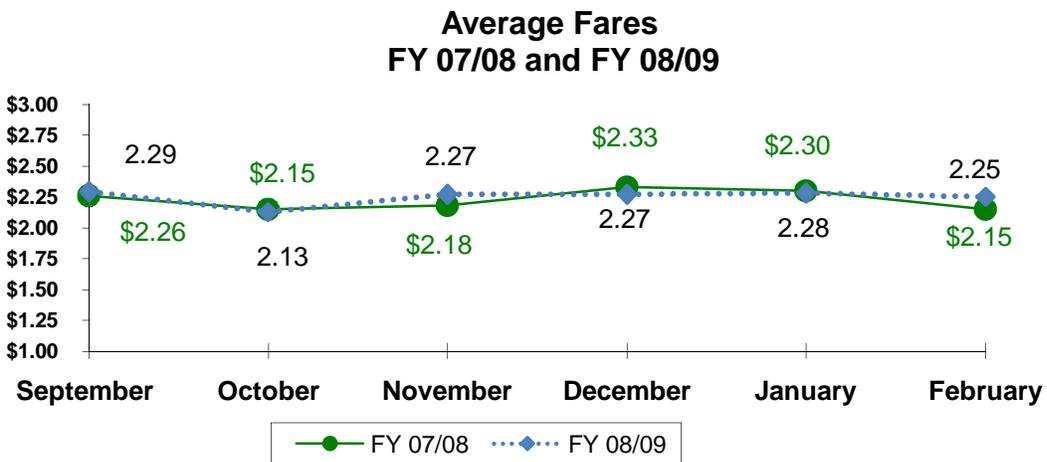


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- FEBRUARY 2009**

SALES BY TICKET TYPE	FEBRUARY 2008	FEBRUARY 2009	PERCENT CHANGE ⁽¹⁾
Palm Beach Schools	32,360	32,360	0%
Employer Disc. Program	112,556	151,728	35%
Group Tour Sales	524	-	-100%
Station Sales:			
One-Way	217,696	217,715	0.0%
Roundtrip	144,245	139,685	-3.2%
12 Trips	35,272	28,591	-18.9%
Monthly	52,560	52,801	0.5%
One-Way Discount	45,362	49,466	9.0%
Roundtrip Discount	37,260	38,274	2.7%
Monthly Discount	33,707	40,526	20.2%
Total Station Sales	566,102	567,057	0.2%
Total Sales	711,542	751,145	5.6%

(1) Percent increase or decrease from previous year

AVERAGE FARE 2.15 2.25



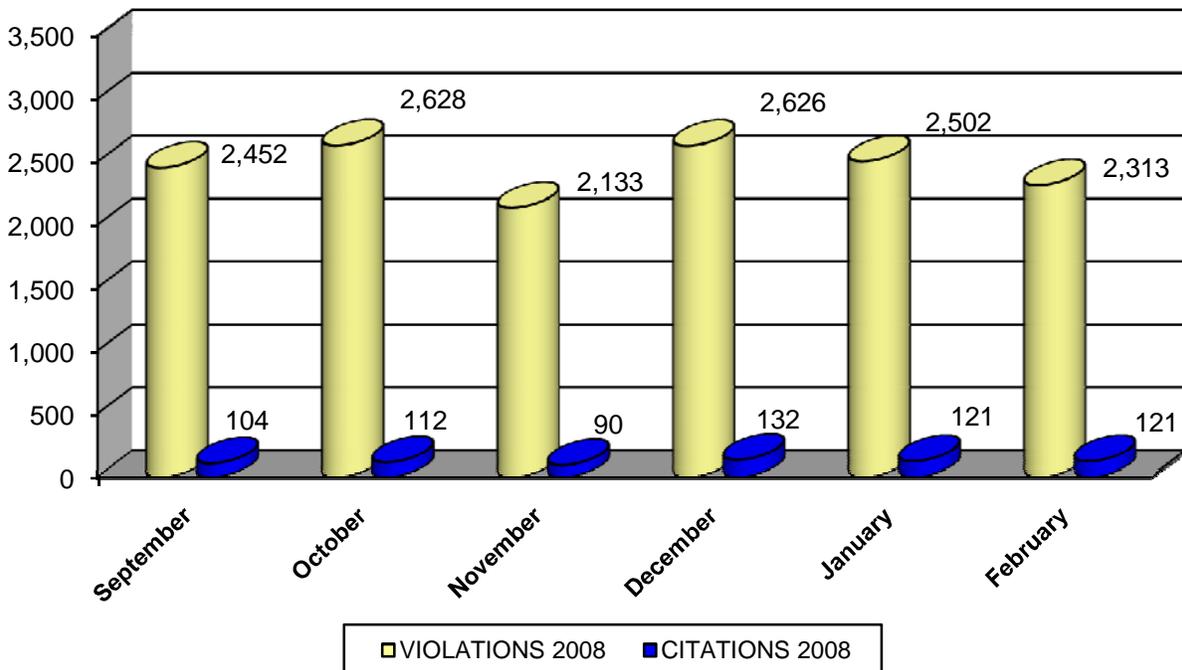
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
SEPTEMBER 2008 THROUGH FEBRUARY 2009**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
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%
FEBRUARY 2009	366,692	2,313	121	2,185	110%
AVERAGE	388,277	2,442	113	2,323	108%

FARE EVASION % **0.63%**

FINES \$ **5,666**

**Fare Violations / Citations
FY 2008 / 2009**





Solicitation Status Report February 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	3/20/2009	3/23/2009	4/1/2009	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 February 2009**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
Contractor Project Justification	09-000309 YOUNG'S ENVIRONMENTAL CLEANUP HIALEAH YARD TRACK MATTING Install track matting at Hialeah Yard in SFRTA sections near engine house to prevent ground contamination	Purchase Order	19,187.00	N/A
Contractor Project Justification	09-000310 DUVAL FORD SFRTA FLEET VEHICLE 2009 F-150 Replacement fleet vehicle	Purchase Order	17,676.00	N/A
Contractor Project Justification	09-000312 PROCURVE GLASS TECHNOLOGY DMU WINDOWS replacement custom windows for DMU	Purchase Order	21,790.00	N/A
Contractor Project Justification	09-000328 AVI SPL BOARD ROOM AV UPGRADE Installation and supplies for board room AV upgrade	Purchase Order	14,857.93	N/A



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of February 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 February, 2009.	N/A	N/A	N/A



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

FEBRUARY 2009

PRESENTED BY

 Wackenhut

**TIM CATES
PROJECT MANAGER**

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

FEBRUARY 2009

During the month of February 2009, 2675 incidents were reported to, or by Wackenhut Custom Protection Officers®, of these, one (1) Battery on Transit Agent (C.P.O.), one (1) Debris on Tracks, one (1) Fire, six (6) Slip and Falls, two (2) Thefts, seven (7) Throwing Objects at Train(s), and one (1) Auto Theft, and one (1) Burglary Auto. A total of eight (8) arrests were made during this month.

MAJOR INCIDENTS:

Theft Bicycle (on board P600)

Case #02-09-919

Occurred on 02/11/09, Wednesday, between 0415-0610 hours. Unknown person(s) took the victim's bike (21" Mountain Bike, Raleigh SC, Green in color) from the bike rack on car # 1007 on train P600. The bike was taken while the victim was asleep. No police report.

BOYNTON BEACH STATION

Slip and Fall (intoxicated)

Case # 02-09-1024

Occurred on 02/11/09, Wednesday, at 1920 hours. The subject was observed falling down two times, as he got off the P645. The subject appeared to be intoxicated and was detained for Boynton Beach Police Department. Follow up revealed active warrants on the subject. Boynton Beach Police Department Case # 09-7271.

Arrest-Active Warrants

GOLDEN GLADES STATION

Battery on Transit Agent (C.P.O.) / No injury

Case # 02-09-499

Occurred on 02/05/09, Thursday, at 1642 hours. The subject, who was drunk and disorderly, became extremely agitated and kicked the station C.P.O. on the leg. The subject was Baker Acted by Miami Dade Police Department, Case # 09-02-5055973.

HOLLYWOOD STATION

Auto Theft

Case # 02-09-1798

Occurred on 02/19/09, Wednesday, between 0420-1730 hours. Unknown person(s) took the victim's vehicle (Red, 2004 Mitsubishi Gallant) from the north side parking lot. Hollywood Police Department case # R3309005350.

WEST PALM BEACH STATION

Theft bicycle

Case # 02-09-1841

Occurred between 02/18/09, Wednesday, 1600 hours and 02/20/09, Friday, at 0715 hours. Unknown person(s) took the victim's bike (Blue in color, Mountain Bike-only description) from the east side platform bike rack. No police report.

Burglary Auto (overnight)

Case # 02-09-2518

Occurred between 02/26/09, Thursday at 1700 hours and 02/27/09, Friday, at 0400 hours. Unknown person(s) broke into the victim's vehicle (2000 Ford F150 Truck) and removed the JUS stereo and \$15.00 in US currency. West Palm Beach Police Department Case # 09-3628.

OUTSTANDING JOB PERFORMANCES

February 2009, Tri-Rail Case # 02-09-156, C.P.O. Rodney Tureaud located a baby at the station that was left behind and turned the baby over to a ticket agent until the father returned on the next southbound train.

February 2009, Tri-Rail Case # 12-08-2111, C.P.O. David Cox was issued Wackenhut's Certificate of Recognition for his keen observation skills and protecting a client's property at the Hialeah Yard. C.P.O. Cox observed an unidentified male removing scrap metal train parts and loading them into his unmarked pick up truck. Due to his outstanding service and initiative, the suspect was arrested and charged with Trespassing and Felony Theft.

February 2009, Tri-Rail Case # 10-08-714, C.P.O. Michael Kercado received Wackenhut's Security Officer of the 4th Quarter and Wackenhut's Certificate of Recognition for apprehending and detaining a subject who came onboard the trains with a stolen purse that then became violent. C.P.O. Kercado neutralized the subject and avoided injury to the commuting public, themselves, and the subject.

February 2009, Tri-Rail Case # 02-09-1508, due to C.P.O. D'Amore attention to duty a stolen vehicle was recovered at the West Palm Beach Tri-Rail Parking lot that was thought to be abandoned for a long period. Vehicle was taken into police custody.

February 2009, C.P.O. Jason Franks Won Wackenhut's Security Officer of the Year for 2008 for attending to man who approached C.P.O. Franks by foot with a very serious chest/stomach wound. C.P.O. Frank was able to request EMS and Police assistance. The first aid that C.P.O. Franks was able to perform saved this person life. C.P.O. Frank's attention to duty and quick response aided the police in the suspect's apprehension a short distance away from the scene of the crime.

February 2009, Tri-Rail IR # 02-09-2509, C.P.O. Ciaverelli, during a parking lot Vehicle Inventory, observed a suspect trying to break into a vehicle. As C.P.O. Ciaverelli approached the suspect and told him to stop what he was doing, this startled the suspect, in which the suspect turned and pointed a sharp object at C.P.O. Ciaverelli and then the suspect turned and fled the scene. C.P.O. Ciaverelli's attention to duty prevented any loss.

February 2009, Tri-Rail IR # 02-09-1972, C.P.O. Ciaverelli received a Letter of Recognition for his quick response by jumping onto the tracks and pulling an elderly man from under the center partition fence gate. C.P.O. Ciaverelli did not hesitate to secure the individual safety before being concerned with his own. If not for C.P.O. Ciaverelli's quick action and selfless deed then the outcome could have possibly been more devastating.

February 2009, C.P.O. Marrero pitched in and worked side-by-side with Beverly and was a great help in preparing for the Summit.

THE WACKENHUT CORPORATION

MONTHLY FARE EVASION REPORT

MONTH: February 2009

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
2/1/2009	4,613	3,965	54	4	49	1	86%	1.4%	7%	91%	2%
2/2/2009	14,989	15,000	116	3	112	1	100%	0.8%	3%	97%	1%
2/3/2009	14,570	16,317	100	6	94	0	112%	0.6%	6%	94%	0%
2/4/2009	14,602	16,027	98	6	92	0	110%	0.6%	6%	94%	0%
2/5/2009	13,471	14,428	82	2	79	1	107%	0.6%	2%	96%	1%
2/6/2009	13,785	15,434	86	7	78	1	112%	0.6%	8%	91%	1%
2/7/2009	5,291	3,860	27	3	24	0	73%	0.7%	11%	89%	0%
2/8/2009	4,697	4,703	49	5	44	0	100%	1.0%	10%	90%	0%
2/9/2009	14,672	16,661	91	1	90	0	114%	0.55%	1%	99%	0%
2/10/2009	15,103	17,162	80	2	78	0	114%	0.47%	2%	98%	0%
2/11/2009	15,495	16,469	92	0	92	0	106%	0.56%	0%	100%	0%
2/12/2009	15,392	16,979	98	6	91	1	110%	0.58%	6%	92%	2%
2/13/2009	15,691	16,891	106	5	101	0	108%	0.63%	5%	95%	0%
2/14/2009	5,556	5,996	49	5	44	0	108%	0.82%	10%	90%	0%
2/15/2009	3,770	4,630	50	4	46	0	123%	1.08%	8%	92%	0%
2/16/2009	11,615	12,329	105	7	98	0	106%	0.85%	7%	93%	0%
2/17/2009	14,121	16,128	108	5	103	0	114%	0.67%	5%	95%	0%
2/18/2009	15,232	17,080	102	4	98	0	112%	0.60%	4%	96%	0%
2/19/2009	15,055	16,358	86	5	81	0	109%	0.53%	6%	94%	0%
2/20/2009	14,807	16,648	81	1	79	1	112%	0.49%	1%	98%	1%
2/21/2009	5,644	6,142	52	5	47	0	109%	0.92%	10%	90%	0%
2/22/2009	4,916	4,390	57	6	51	0	89%	1.30%	11%	89%	0%
2/23/2009	14,758	18,200	116	7	109	0	123%	0.64%	6%	94%	0%
2/24/2009	15,123	17,640	106	9	97	0	117%	0.60%	8%	92%	0%
2/25/2009	15,508	17,816	95	4	91	0	115%	0.53%	4%	96%	0%
2/26/2009	15,069	17,374	83	3	79	1	115%	0.48%	4%	95%	1%
2/27/2009	14,696	16,555	99	5	94	0	113%	0.60%	5%	95%	0%
2/28/2009	5,563	5,510	45	1	44	0	99%	0.82%	2%	98%	0%
Totals	333,804	366,692	2,313	121	2185	7	110%	0.63%	5%	94%	6%

THE WACKENHUT CORPORATION

Weekly/Monthly Fare Inspection Report

Month: February 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
2/1/2009	4,613	3,965	54	4	49	1	86%	1.36%	7%	91%	2%
02/02/09-02/08/09	81,405	85,769	558	32	523	3	105%	0.65%	6%	94%	1%
02/09/09-02/15/09	85,679	94,788	566	23	542	1	111%	0.60%	4%	96%	0%
02/16/09-02/22/09	81,390	89,075	591	33	557	1	109%	0.66%	6%	94%	0%
02/23/09-02/28/09	80,717	93,095	544	29	514	1	115%	0.58%	5%	94%	0%
Totals	333,804	366,692	2,313	121	2,185	7	110%	0.63%	5%	94%	6%



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	21	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	138,267	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	255	383	8	77%	0.41%	38%	61%	0%
Totals	6,286,662	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 0646 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. 812.015	% 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%	1%
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	863	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	257,883	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 26-29, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA -AUGUST 26-28, 2005

NO TRAIN SERVICE SEPTEMBER 20, 2006 HURRICANE RITA

NO TRAIN SERVICE OCTOBER 22-31, 2006 DUE TO HURRICANE WILMA

NO TRAIN SERVICE NOVEMBER 1-3, 2006 DUE TO HURRICANE WILMA

NO TICKET CHECKS NOVEMBER 4-11, 2006 DUE TO HURRICANE WILMA



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.016	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,897	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	308,931	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	2335	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 SRTA FOR THE ENTIRE DAY-MAJOR TRAIN DELAY/TRACK WORK

3/15/2007

SRTA SUSPENDED TICKET CHECKS DUE TO PASSENGER SURVEY

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

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. 8-12.015	% 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%
February-09	333,804	366,692	2313	121	2185	7	110%	0.63%	5%	94%	6%
page 4-total	30,574,576	28,185,744	155,087	26,365	128,094	690	92%	0.55%	17%	83%	0%
Totals	31,259,283	28,913,581	159,902	26,607	132,596	701	92%	0.55%	17%	83%	0%

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

LIMITED/NO TRAIN SERVICE-HURRICANE JEANNE-9/25-28/04

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

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

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

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

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

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

03/15/07 SFRTA PASSENGER SURVEY

(H)09/28/07-09/30/07 P605, 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
Feb-09	76	534	1194	99	208	60	14	2185
SUBTOTAL	4,997	37,973	63,724	3,713	18,226	2,437	1,013	132,083

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

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

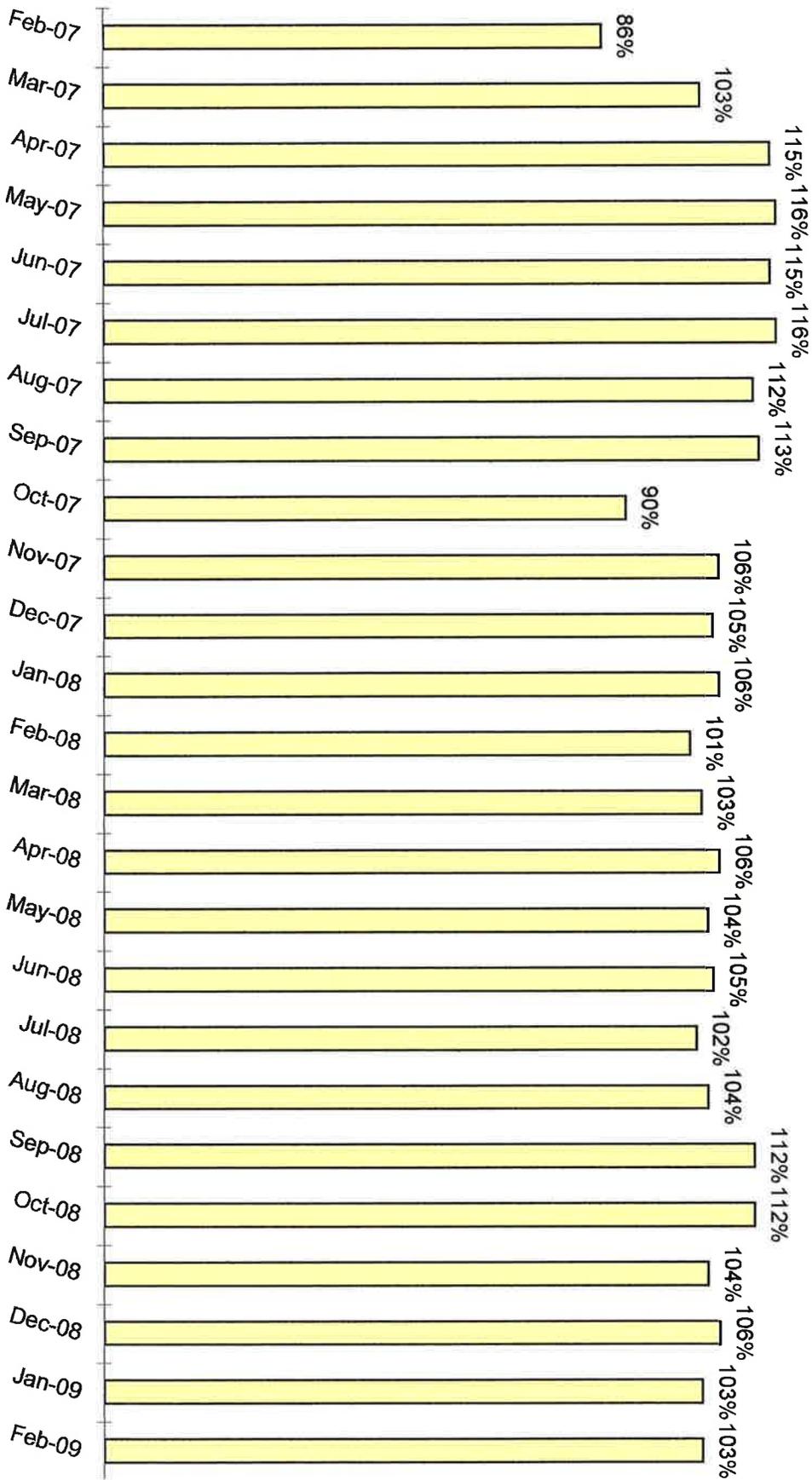
(G) NO TICKET CHECKS DUE TO HURRICANE WILMA 11/04/05-11/11/05

MONTHLY BREAKDOWN OF CITATIONS

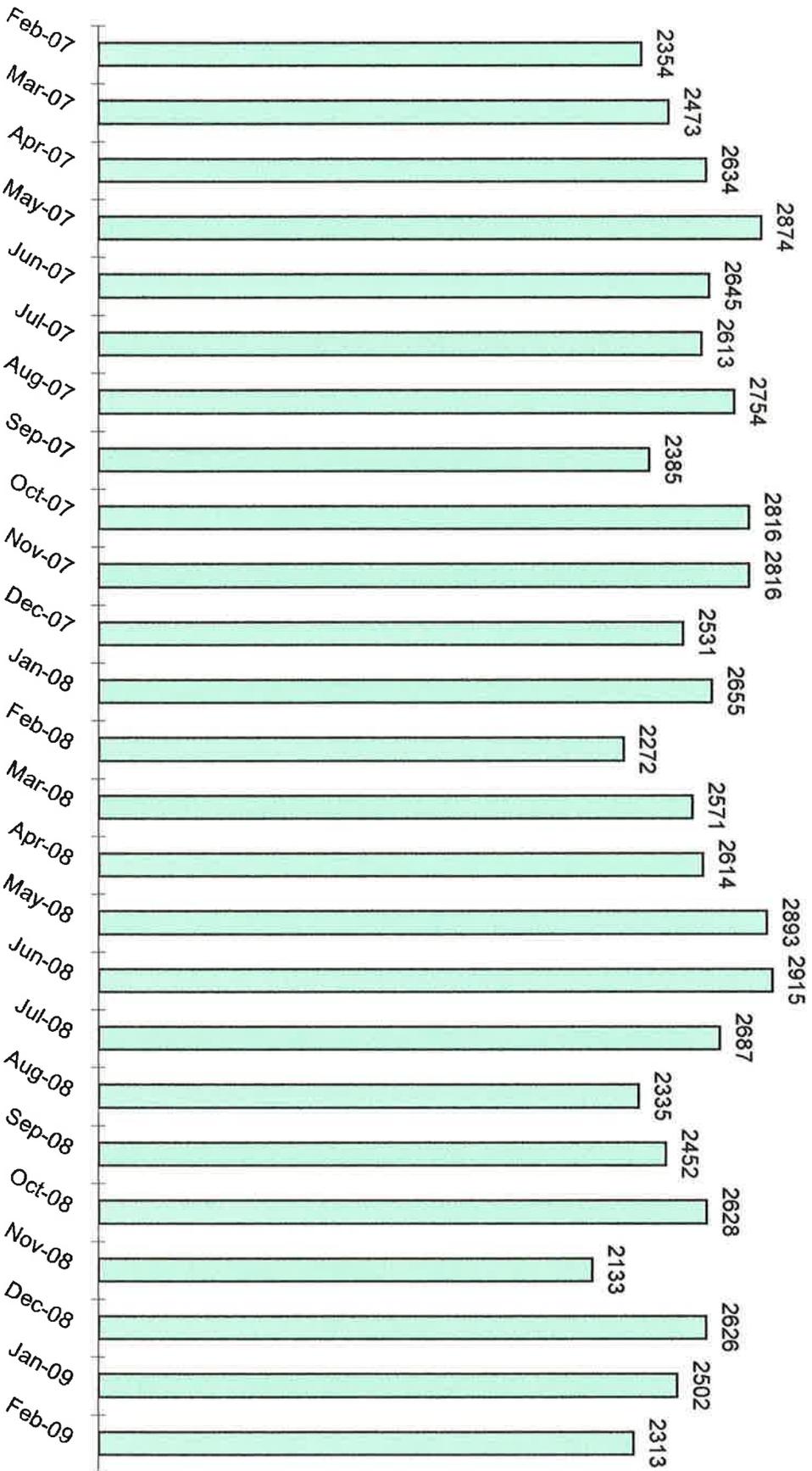
Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Mar-08	6	16	45	1	3	2	4	77
Apr-08	8	29	53	6	11	6	5	118
May-08	7	42	97	5	5	3	2	161
Jun-08	12	34	93	8	8	6	5	166
Jul-08	4	27	71	8	10	2	1	123
(H) AUG-08	3	14	71	3	3	6	1	101
Sep-08	3	17	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
Feb-09	4	36	65	5	6	3	2	121
TOTAL	626	6,460	15,374	1,323	2,056	686	82	26,607

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

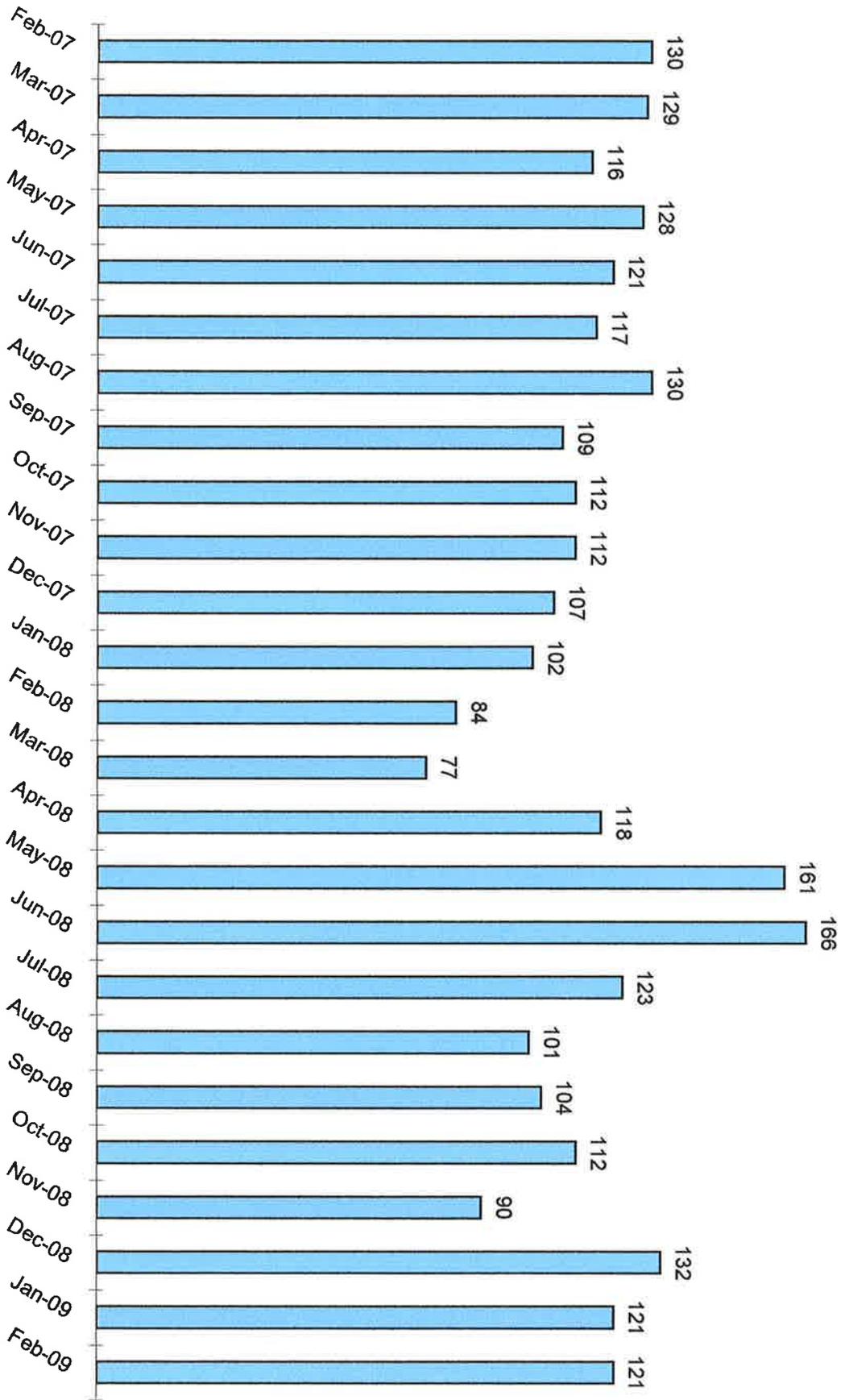
PERCENTAGE OF RIDERS INSPECTED



FARE EVASION VIOLATIONS



CITATIONS ISSUED



**CLASSIFICATIONS BREAKDOWN
FEBRUARY 2009**

CLASSIFICATION	
ABANDONED VEHICLE	
ALARMS	1
ALARMS-TVM	
ALCOHOLIC BEVERAGE ON TRAIN	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	
ASSIST PASSENGER	2
ASSIST OTHER AGENCY	
AUTO THEFT	1
AUTO THEFT - ATTEMPT	
AUTO THEFT - RECOVERY	1
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	1
BATTERY	
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY	
BURGLARY-AUTO	1
BURGLARY-ATTEMPT AUTO	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
COUNTERFEIT/ALTERED TICKET	1
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	6
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	2
DEBRIS ON TRACK	1
DISORDERLY CONDUCT	4
DISTURBANCE	1
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	1
ELEVATOR MALFUNCTION	16
ELEVATOR PHONE MALFUNCTION	
ESCALATOR MALFUNCTION	1

CLASSIFICATIONS BREAKDOWN FEBRUARY 2009

CLASSIFICATION				
FARE EVASION				2313
	CITATION	WARNED	ARREST	
12 TRIP	4	76	0	
INELIGIBLE DISCOUNT	36	534	0	
NO TICKET	65	1194	3	
ZONE OVERRIDE	5	99	4	
NO TRANSFER SLIP	6	208	0	
OUTDATED TICKET	3	60	0	
EDP TICKET	2	14	0	
TOTAL	121	2185	7	
FIRE				1
GRADE CROSSING PROBLEM				2
HIJACKING				
ILLNESS				4
INJURY				5
INJURY-CPO				
INTERFERING W/ TRAIN				1
INTOXICATED PERSON				
INVESTIGATION				
KIOSK PROBLEM				
LOST/FOUND PROPERTY				97
LOUD MUSIC				
LUGGAGE				
MISCELLANEOUS/INFORMATION				34
MISSING PERSON				
MISSING PERSON-LOCATED				1
MOTOR VEHICLE ACCIDENT				
NUCLEAR RELEASE				
PARKING PROBLEM				8
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				25
SEXUAL BATTERY				
SEX OFFENSE (OTHER)				
SIGN PROBLEM				
SLIP AND FALL				6
SMOKING ON TRAIN				
SOLICITATION				
SURFBOARDS ON TRAIN				

**CLASSIFICATIONS BREAKDOWN
FEBRUARY 2009**

CLASSIFICATION	
STUDENT INCIDENT	2
ACS HIGH SCHOOL	
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
ROOSEVELT FULL SERVICE	
OAK GROVE	
OTHER	
SUSPICIOUS INCIDENT	5
SUSPICIOUS PERSON	
SUSPICIOUS VEHICLE	2
THEFT	2
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	7
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRAIN VS PEDESTRIAN	
TRAIN VS VEHICLE	
TRESPASS	6
TVM GATE MALFUNCTION	5
TVM MALFUNCTION	74
UNAUTHORIZED ANIMAL	
VALIDATOR MALFUNCTION	35
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
TOTAL	2675

**SIX MONTH CRIME ANALYSIS
2008-2009**

CLASSIFICATION	SEP	OCT	NOV	DEC	JAN	FEB
ABANDONED VEHICLE	1		1			
ALARMS	3	1		2	2	1
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN		3		1	1	
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO		1				
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO						
ASSAULT						
ASSIST PASSENGER	4	3	1	2	4	2
ASSIST OTHER AGENCY	2	3			1	
AUTO THEFT	1	1				1
AUTO THEFT - ATTEMPT			1		1	
AUTO THEFT - RECOVERY				1		1
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO		1				1
BATTERY						
BICYCLE VIOLATIONS	2					
BIOLOGICAL RELEASE						
BOMBING						
BOMB THREAT						
BRUSH FIRE						
BURGLARY						
BURGLARY-STRUCTURE						
BURGLARY-AUTO		1	9	3		1
BURGLARY-ATTEMPT AUTO						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET	1	2				1
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	10	4	5	7	10	6
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	1	4	4	1	5	2
DEBRIS ON TRACK		1		2	1	1
DISORDERLY CONDUCT	4	3	7	2	1	4
DISTURBANCE		1	2	4	3	1
DRUG OFFENSE						
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION		2	1	1	1	1
ELEVATOR MALFUNCTION	19	12	16	17	9	16
ESCALATOR MALFUNCTION	2	1		1		1
ELEVATOR PHONE MALFUNCTION						
FARE EVASION- CITATIONS	104	112	90	132	121	121
FARE EVASION-WARNINGS	2339	2507	2041	2491	2377	2185
FARE EVASION-ARREST	9	9	2	3	4	7
FIRE	1		1	2	2	1
GRADE CROSSING PROBLEM	3	1			4	2
HIJACKING						
ILLNESS	9	6	7	5	4	4
SUB-TOTAL	2515	2679	2188	2677	2551	2360

**SIX MONTH CRIME ANALYSIS
2008-2009**

CLASSIFICATION	SEP	OCT	NOV	DEC	JAN	FEB
INJURY		2		3		5
INJURY-CPO						
INTERFERING W/ TRAIN	1		1			1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	132	122	87	119	118	97
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	54	46	43	63	42	34
MISSING PERSON		1				
MISSING PERSON-LOCATED			1	2	1	1
MOTOR VEHICLE ACCIDENT	1	4	4	2	5	
NUCLEAR RELEASE						
PARKING PROBLEM	26	5	6	4	7	8
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP		2				
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY				1		
ROBBERY ARMED						
ROBBERY ATTEMPT						
SABOTAGE						
SAFETY HAZARD	19	14	17	13	8	25
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM	2					
SLIP AND FALL	3	2	2	4	3	6
SMOKING ON TRAIN						
SOLICITATION		1	1			
STUDENT INCIDENT	3	2	2	1		2
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	2	7	5	3	4	5
SUSPICIOUS PERSON	5	7	2	2	3	
SUSPICIOUS VEHICLE	2	2	2	6	3	2
THEFT	4	6	3	4	4	2
THEFT-ATTEMPTED						
THROWING OBJECT AT TRAIN	6	2	6	1	3	7
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN					1	
TRAIN VS VEHICLE		1		1		
TRESPASS	19	7	8	8	9	6
TVM GATE MALFUNCTION	2	7	8	5	2	5
TVM MALFUNCTION	91	95	96	83	79	74
UNAUTHORIZED ANIMAL						
VALIDATOR MALFUNCTION	44	36	49	33	35	35
WEAPON CONCEALED	1					
SUB-TOTAL	2515	2679	2188	2677	2551	2360
TOTAL REPORTS	2932	3050	2531	3035	2878	2675

TWC/SFRTA
**FEDERAL (TSA) DIRECTIVES VIOLATIONS
 FOR FEBRUARY 2009**

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
2/16/2009	1397	WEST PALM BEACH STATION	13	TAKING PHOTOGRAPHS	620
2/18/2009	1635	FT LAUDERDALE STATION	13	SUNSENTINEL TAKING PICTURES	475
2/11/2009	1013	MANGONIA PARK STATION	13	6 PACK OF RAT POISON TAPED	601

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."