

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY
GOVERNING BOARD

REGULAR MEETING AGENDA
April 23, 2010
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 Kristin Jacobs
Marie Horenburger
Commissioner Jeff Koons, Chair

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

Executive Director

Joseph Giulietti

GOVERNING BOARD REGULAR MEETING
OF APRIL 23, 2010

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

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

CONSENT AGENDA

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

C1. MOTION TO APPROVE: Minutes of Governing Board’s Regular Meeting March 26, 2010.

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.
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R1.

MOTION TO APPROVE: Staff recommendation to exercise the first of two (2) one (1) year renewal options to Agreement No. 07-723, between the South Florida Regional Transportation Authority (SFRTA) and TCBA Watson Rice LLP for Professional Auditing Services for the Fiscal Year 2010-11 audit for the fixed amount of \$92,358.00.

Department: Finance and Information Technology
Project Manager: Laura Thezine

Department Director: Edward Woods
Procurement Director: Christopher Bross

R2.

MOTION TO APPROVE:

- (1) Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton (City) where SFRTA will be the recipient grantee of funds for the City to provide capital funding for Shuttle Bus Amenities; and
- (2) Delegated Authority to the Executive Director to enter into the Grant Agreement with the Federal Transit Administration (FTA) and the Subrecipient Agreement with the City (both as referenced in the Interlocal Agreement)

Department: Finance & Information Technology
Project Manager: Elizabeth Walter-Ebersole

Department Director: Edward Woods
Contracts Director: Christopher Bross

R3.

MOTION TO APPROVE: The Sub-Recipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Mae Volen Senior Center, Inc. (Mae Volen).

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

Department Director: Edward Woods
Procurement Director: Christopher Bross

R4.

MOTION TO APPROVE: Time extension for modification No. 1 to Grant Agreement number 07DS-6B-12-00-20-405 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Emergency Management (the Division) for financial assistance for Security Initiatives.

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

Department Director: Edward Woods
Procurement Director: Christopher Bross

R5.

MOTION TO APPROVE: Agreement No. 10-008 between South Florida Regional Transportation Authority (SFRTA) and S.W. Marlow General Contractor for the purchase and installation of Bike Lockers at Tri-Rail stations in the amount of \$502,361.00.

Department: Engineering & Construction
Project Manager: Pat McCammon (BAH)

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

R6.

MOTION TO APPROVE: SFRTA's Planning and Technical Advisory Committee's (PTAC) funding recommendations for the Job Access and Reverse Commute (JARC) and New Freedom (NF) applications (see exhibit).

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

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

R7.

MOTION TO APPROVE: First Amendment to Agreement 04-825 between South Florida Regional Transportation Authority (SFRTA) and Gilly Vending, Inc. to extend the existing contract until June 30, 2010.

Department: Marketing
Project Manager: Bonnie Arnold

Department Director: Bonnie Arnold
Procurement Director: Chris Bross

R8.

MOTION TO AUTHORIZE: The Executive Director to approve all procurements necessary to accomplish the relocation of the SFRTA Call Center from the Hialeah Rail Yard to the SFRTA Administrative Headquarters at an amount not to exceed the documented estimated cost of \$180,000.

Department: Marketing and Customer Service
Project Manager: David Trabal

Department Director: Bonnie Arnold
Procurement Director: Christopher Bross

R9.

MOTION TO APPROVE: the South Florida Regional Transportation Authority (“SFRTA”) Positive Train Control Implementation Plan filed in conjunction with the Florida Department of Transportation (“FDOT”), including the Memorandum of Understanding for Implementation of Positive Train Control between SFRTA, FDOT and the National Railroad Passenger Corporation (“Amtrak”).

Department: Legal
Project Manager: N/A

General Counsel: Teresa J. Moore
Procurement Director: N/A

R10.

MOTION TO APPROVE: Amendments to SFRTA Bylaws Regarding Quorum Requirements for Governing Board and Committee Meetings.

Department: Legal
Project Manager: N/A

General Counsel: Teresa J. Moore
Procurement Director: N/A

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 (PTAC) Report

I-2 INFORMATION – Regional Transportation Planning Workshop

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
- J. LEGAL SERVICES COMMITTEE

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

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

Any person who decides to appeal any decision made by the Governing Board of the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF MARCH 26, 2010

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, March 26, 2010 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Vice Chair, Miami-Dade County Commissioner - *arrived at 10:14 a.m.*
 Alice N. Bravo, Florida Department of Transportation, District VI – *via telephone*
 James A. Cummings, Citizen Representative, Broward County
 Jeff Koons, Chair, Palm Beach County Commissioner
 Felix M. Lasarte, Citizens Representative, Miami-Dade County
 F. Martin Perry, Governor's Appointee

BOARD MEMBERS ABSENT:

Marie Horenburger, Citizen Representative, Palm Beach County
 Kristin Jacobs, Broward County Commissioner
 George Morgan, 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
 Daniel Mazza, P.E., Director of Planning and Engineering, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Jeffrey Olson, Staff Counsel, SFRTA
 Edward Woods, Director of Finance & IT, SFRTA
 Sandra Thompson, Executive Administrative Coordinator, SFRTA

CALL TO ORDER

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

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

The Chair called for matters by the public while awaiting a quorum.

MATTERS BY THE PUBLIC

Mr. Greg Stuart, of Ft. Lauderdale, Florida, representing the Broward Metropolitan Planning Organization (BMPO), addressed the Board. He stated that the BMPO Board has authorized him to move forward in separating their contract with Broward County and seek administrative services from the SFRTA. He stated that the BMPO will present to the SFRTA Governing Board the Long Range Transportation Plan with a focus on the regional connections between the counties.

The Chair asked Mr. Giulietti to comment on the April meeting.

Mr. Giulietti stated that the April 2010 Governing Board meeting will include a workshop. Letters of invitation have been sent to the regional MPO's and Southeast Florida Transportation Council (SEFTC). The SFRTA will present an overview of plans and the integration of the MPO's. These presentations will clarify the processes and show the relationships between the SFRTA and the three MPO's and the integration of a master plan. There is an issue with Florida Department of Transportation (FDOT) in that they have a presentation on the same day and staff may have to be split between the two functions.

Mr. Giulietti commented on a letter received from Senator Fasano regarding the SFRTA locomotive procurement process. He stated that Chris Bross, Director of Procurement SFRTA has addressed Senator Fasano's concerns in a memorandum response that is before the Board. General Counsel has advised the Board that discussion concerning the general procurement process may be permitted, yet not discussion on the actual procurement of the locomotives due to the "Cone of Silence." The response addresses the open procurement process, the use of federal funds and partnering with another transit agency to assure a better price. The procurement will use American Recovery and Reinvestment Act (ARRA) funds, which is why SFRTA chose the process.

The Chair established that Board Members Lasarte and Bravo were on the telephone.

The Chair called for legal counsel comments while awaiting a quorum.

LEGAL COUNSEL COMMENTS

Ms. Teresa Moore, General Counsel SFRTA stated that if the Board was amenable, that she would negotiate the contracts with the outside legal counsel firms and return to the Board with those contracts for Board approval.

CHAIR COMMENTS

The Chair called Custom Protection Officer (CPO) Michael Ciaverelli of Wackenhut Corporation to the dais. CPO Ciaverelli was presented with a certificate naming him "Security Officer of the

Year for 2009.” CPO Ciaverelli was acknowledged for his bravery and dedication to serving the Tri-Rail passengers and the public.

EXECUTIVE DIRECTOR COMMENTS

Mr. Giulietti stated that he was contacted by FDOT and that a conference call between SFRTA, CSXT and FDOT had been arranged to discuss the South Florida Operating and Management Agreement (SFOMA). Board Member Morgan had requested that Board Member Cummings be the point of contact and requested updates at each Board Meeting. Mr. Giulietti stated that the key contact people have been identified and a key attorney for FDOT is still to be identified. CSXT has been cooperative in providing assistance and information and is encouraging that this Agreement to be completed before the end of the year, so as not to have to apply for an extension. More updates will be presented at the next Board Meeting.

Ms. Moore added that a conversation addressed insurance liability costs and dispatch. She stated that both properties that are owned by FDOT, can be dispatched by SFRTA, therefore costs can be kept down.

Mr. Giulietti stated that the specifications for dispatch are current due to Amtrak dispatching through the SFRTA office. Amtrak is poised to dispatch to all corridors in South and Central Florida and this could save costs on all the properties insurance and dispatch.

The Chair inquired as to the status of the board appointments to the “Rail Enterprise.”

Mr. Giulietti responded that the appointments belong to the President of the Senate; the Speaker of the House and the Governor. Mr. Giulietti directed Dave Ericks of Ericks Consulting to get an update on the appointments.

The Chair announced that a meeting is being held in Cocoa Beach, Florida with FDOT; Amtrak; Florida Eastcoast Corridor (FEC) and SFRTA representatives. The focus is on the service opportunities between the CSXT and FEC corridors.

Mr. Brad Barkman, Director of Operations, SFRTA addressed the Board. Mr. Barkman introduced Mr. Charles McDaid, General Manager of Veolia. Mr. Steve Brereton, General Manager of Bombardier and Mr. Paul Manger, Dispatch Manager of Amtrak.

Board Member Cummings inquired about changing the Bylaws to allow a quorum of voting members on the phone.

Ms. Moore responded that to change the Bylaws, the Board needs a supermajority vote at one meeting or a majority vote at two subsequent meetings.

Board Member Perry suggested that establishing a being present quorum of four (4) and allowing telephone voting be brought up for vote at the next meeting.

Mr. Giulietti responded that in allowing telephone voting, this may create a problem in that it will be more difficult to get people in to establish an in person quorum. Today is an extraordinary circumstance.

The Chair called a break while awaiting a quorum at 10:05 a.m.

A quorum was established at 10:14 a.m. The Chair reconvened the meeting.

AGENDA APPROVAL

Board Member Felix Lasarte moved for approval. The motion was seconded by Commissioner Bruno Barreiro.

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

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 26, 2010.

Board Member Cummings corrected that on page 10 of the minutes, the figures should read \$2 million and not \$15 million and \$3 million not \$16 million.

Mr. Giulietti commented that the \$15 & \$16 million reflected the entire package and that the \$2 million and \$3 million were for the maintenance and dispatch portion.

Board Member Marty Perry moved for approval of the amended Consent Agenda. The motion was seconded by Board Member Jim Cummings.

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

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.

(A) MOTION TO APPROVE: Supplemental Joint Participation Agreement Number One (SJPA), FM #416399-1-94-01 Contract #APB13 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for State funds, in the amount of \$1,300,000.00 for construction of pedestrian/ADA improvements at the 79th Street Tri-Rail/Metrorail Transfer Station.

(B) MOTION TO APPROVE: Sole Source Agreement No. 10-009 between South Florida's Regional Transportation Authority (SFRTA) and URS Corporation Southern (URS) for additional Design and Engineering Services, including engineering support services during construction, for station enhancements at the 79th Street Metrorail Transfer Station in the not-to-exceed amount of \$360,758.00.

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

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

R2.

(A) MOTION TO APPROVE: Issuance of Request for Letters of Interest for Agreements for General Engineering and Consulting Services.

(B) MOTION TO APPROVE: Issuance of Request for Letters of Interest for Agreements for General Systems Engineering Services.

(C) MOTION TO APPROVE: Evaluation and Selection Committee for the analysis and ranking of firms submitting Letters of Interest (LOI) for Agreements for General Engineering and Consulting (GEC) Services/General Systems Engineering Services (GSE). The proposed committee members include: William L. Cross, Manager of Planning and Capital Development, Engineering and Construction; Mike Lulo, Engineering Project Manager; Marie Suzie Papillon, Transportation Planning Manager; Renee Matthews, Director of Special Projects; Brad Barkman, Director of Operations; Diane Hernandez-Del Calvo, Director of Administration/EEO Officer.

Board Member Jim Cummings moved for approval of “A,” “B” and “C”. The motion was seconded by Board Member Marty Perry.

Ms. Moore stated that she had a conflict of interest with this item and that procurement legal issues will be headed by Jeff Olson, Deputy General Counsel, SFRTA.

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

The Chair took a roll call of Board Members on the telephone.

Board Member Alice Bravo was signed on.

R3.

MOTION TO APPROVE: Modification to Purchase Order No. 10-000093, between the South Florida Regional Transportation Authority (SFRTA) and RAIL TECH CONSULTANTS INC., in a sum not to exceed \$15,000 for a total purchase order amount of \$40,000 for the repairs of existing Passenger Information System components at all SFRTA stations.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Felix Lasarte.

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

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

I-1 INFORMATION – Planning Technical Advisory Committee (PTAC) Report.

Mr. Giulietti stated that a full presentation will be given at the next Board Meeting.

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
- J. LEGAL SERVICES COMMITTEE

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

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

Ms. Moore stated that this was the end of her first week on the job. She thanked the Board for their confidence in her and that she looks forward to continued success.

CHAIR COMMENTS

The Chair stated that he was in Tallahassee this week and FDOT is observing the losses on the trust fund totaling \$10.5 billion.

BOARD MEMBER COMMENTS

Commissioner Barreiro commented on the gaming issue and inquired if a dedicated funding source can be obtained through this source.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:22 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010

AGENDA ITEM REPORT

Consent Regular Public Hearing

RENEWAL OPTION TO AGREEMENT NO. 07-723

TCBA WATSON RICE LLP

PROFESSIONAL AUDITING SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Staff recommendation to exercise the first of two (2) one (1) year renewal options to Agreement No. 07-723, between the South Florida Regional Transportation Authority (SFRTA) and TCBA Watson Rice LLP for Professional Auditing Services for the Fiscal Year 2010-11 audit for the fixed amount of \$92,358.00.

SUMMARY EXPLANATION AND BACKGROUND:

On June 27, 2007, the Board awarded a contract to TCBA Watson Rice LLP, for Professional Auditing Services. The original contract was for a three (3) year term with two (2) one (1) year renewal options in the firm fixed amount of \$258,754.00 for the first three years.

Based on the ability of TCBA Watson Rice LLP to successfully satisfy the SFRTA's requirements for Professional Auditing Services, staff wishes to exercise the first of two (2) one (1) year renewal options in the firm fixed amount of \$92,358.00.

Department: Finance and Information Technology
Project Manager: Laura Thezine

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

FISCAL IMPACT: Funding will be included in the FY 2010-11 Operating Budget

EXHIBITS ATTACHED: None.

RENEWAL OPTION TO AGREEMENT NO. 07-723
TCBA WATSON RICE LLP
PROFESSIONAL AUDITING SERVICES

Recommended by: E Woods 4/15/10 Department Director Date
Approved by: [Signature] 4/15/10 Procurement Director Date

Authorized by: [Signature] 4/15/10 Executive Director Date
Approved as to Form by: [Signature] 4-15-10 General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Marie Horenburger Yes No
Felix M. Lasarte, Yes No
F. Martin Perry Yes No

Commissioner Jeff Koons Yes No
Alice N. Bravo Yes No
George A. Morgan, Jr. Yes No
Commissioner Kristin Jacobs Yes No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010

AGENDA ITEM REPORT

Consent Regular Public Hearing

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BOCA RATON AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

REQUESTED ACTION:

MOTION TO APPROVE:

- (1) Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton (City) where SFRTA will be the recipient grantee of funds for the City to provide capital funding for Shuttle Bus Amenities; and
- (2) Delegated Authority to the Executive Director to enter into the Grant Agreement with the Federal Transit Administration (FTA) and the Subrecipient Agreement with the City (both as referenced in the Interlocal Agreement)

SUMMARY EXPLANATION AND BACKGROUND:

The City of Boca Raton was awarded Earmark Funds E2008-BUSP-0727 in the amount of \$343,000 for Shuttle Bus Amenities. As the City is not a designated recipient of Federal funds, it has asked the SFRTA to receive and administer the funds on behalf of the City (via the Grant Agreement with FTA and the Subrecipient Agreement), Upon award of the grant to SFRTA providing capital funding to the City, the City, as the Subrecipient grantee of the FTA funds, has agreed to enter into a Subrecipient Agreement with SFRTA.

The Interlocal Agreement also includes a provision for payment of an administration fee to the SFRTA of 10% of the award, or \$34,300.00.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter-Ebersole

Department Director: Edward Woods
Contracts Director: Chris Bross

FISCAL IMPACT: \$34,300 will be applied to the FY 2010-2011 Budget.

EXHIBITS ATTACHED: Exhibit 1 – Interlocal Agreement with the City of Boca Raton.

AGREEMENT
Between
THE CITY OF BOCA RATON
And
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
For
**RECIPIENT GRANTEE OF FUNDS FROM THE FEDERAL TRANSIT
ADMINISTRATION**

This Agreement (the "Agreement") is being entered into this ___ day of _____, 2010, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33rd St, Suite 100, Pompano Beach, Florida 33064 (hereinafter referred to as the "SFRTA"), and the CITY OF BOCA RATON (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the **CITY** represents and warrants to **SFRTA** that the **CITY** desires that **SFRTA** enter into a Grant Agreement with the Federal Transit Administration (FTA) to be the recipient grantee of funds for the **CITY** to provide capital funding for Shuttle Bus Amenities; and

WHEREAS, **SFRTA**, as a recipient grantee of FTA funds for the **CITY**, will enter into a Grant Agreement with FTA, execute said Grant Agreement; and

WHEREAS, the **CITY** recognizes that **SFRTA** will have administrative responsibilities as a recipient grantee of FTA funds for the **CITY** and the **CITY** agrees to provide **SFRTA** with an administrative fee not to exceed Ten (10) Percent of the total amount of the award(s); and

WHEREAS, upon the award of a grant to **SFRTA** providing capital funding for **CITY** Shuttle Bus Amenities, the **CITY**, as the Subrecipient grantee of said FTA funds, agrees to enter into a Subrecipient Agreement with **SFRTA** and execute said Subrecipient Agreement;

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

ARTICLE 1 – SERVICES TO BE PROVIDED

1.1 The following services shall be performed by **SFRTA**. **SFRTA**, as a recipient grantee of FTA funds for the **CITY**, will enter into a Grant Agreement with FTA.

1.2 The following services shall be performed by **CITY**. **CITY**, in a timely manner, shall provide **SFRTA** with all information necessary to complete a grant application to the FTA for

CITY's Shuttle Bus Amenities. Upon request by the SFRTA, the CITY shall enter into a Subrecipient Agreement with SFRTA, execute said Subrecipient Agreement and provide all necessary documentation to SFRTA for the expenditure(s) of said funds. The CITY agrees all expenditure(s) of said funds shall meet the requirements of the terms and conditions in a Subrecipient Agreement, the form of which is substantially similar, attached hereto as "Exhibit A".

1.3 The SFRTA agrees it will forward the grant funds to the CITY in accordance with the provisions of the Subrecipient Agreement, less the administrative fee in Article 3.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for a period of three (3) years commencing on the date of execution by both parties.

ARTICLE 3 – COMPENSATION

3.1 SFRTA shall receive an administrative payment of Ten (10) Percent of the total amount of the FTA award(s).

3.2 SFRTA shall subtract the administrative fee from the total amount of funding available to the City.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

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

ARTICLE 5 - TERMINATION

5.1 If through any cause within the reasonable control of SFRTA, SFRTA shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, the CITY may thereupon give written notice to SFRTA of

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

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

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

5.4 In the event this Agreement is terminated, in whole or in part, by either party for any reason, any monies owed between the parties because of the termination shall be governed by the terms of the Subrecipient Agreement.

ARTICLE 6 – CHANGES AND MODIFICATIONS

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

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

ARTICLE 7 - NOTICES

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

respective places for giving of notice:

For THE CITY:

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

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

For SFRTA:

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

ARTICLE 8 – STATE LAW AND VENUE

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

ARTICLE 9 – FORCE MAJEURE

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

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

ARTICLE 10 – SUCCESSORS AND ASSIGNS

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

ARTICLE 11 – JOINT PREPARATION

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, signing by and through its Chair, duly authorized to execute same, and the CITY OF BOCA RATON signing by and through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2010.

ATTEST:

CITY OF BOCA RATON

Susan S. Sexton
City Clerk

Date: _____

By: *Susan Whelchel*
Name: Susan Whelchel
Title: Mayor

Approved as to Form and Legal Sufficiency:

By: *[Signature]*
City Attorney

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Chair

Executive Director

(Affirm Corporate Seal)

(Seal)

Approved as to Form and Legal Sufficiency:

By: _____
General Council

Approved by City Council on *March 23*, 2010, Item # *3.E*.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010AGENDA ITEM REPORT

Consent Regular

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

REQUESTED ACTION:

MOTION TO APPROVE: The Sub-Recipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Mae Volen Senior Center, Inc. (Mae Volen).

SUMMARY EXPLANATION AND BACKGROUND:

The Job Access Reverse Commute (JARC) and New Freedom programs are two grants administered by the Federal Transit Administration (FTA). The JARC program assists individuals in making a successful transition from welfare to work by addressing the unique transportation challenges faced by welfare recipients and low-income persons seeking to get and keep jobs. The New Freedom program was established to support new public transportation services and public transportation alternatives beyond those required by the American with Disabilities Act of 1990.

The FTA notified the Miami Southeast Florida Urbanized Area (UZA) that it would lose funding through these programs unless a formal regional process for JARC and New Freedom programs was established. Per discussions with the FTA, the support of the UZA transit partners, and the Metropolitan Planning Organizations (MPOs), the SFRTA agreed to become the designated recipient of these funds for the UZA. A designation letter was signed by the Florida Department of Transportation (FDOT), Marion Hart Jr., State Public Transportation and Modal Administrator, on April 8, 2009, on behalf of the Governor, and submitted to the FTA.

(Continued page 2)

Department: Finance and IT
Project Manager: Carla D. McKeever

Finance & IT Director: Edward T. Woods
Procurement Director: Christopher Bross

FISCAL IMPACT: By administrating the JARC and New Freedom programs, the SFRTA will receive approximately \$106,502 in administrative cost reimbursements.

EXHIBITS ATTACHED: Exhibit 1 – Mae Volen Senior Center, Inc. Sub-Recipient Agreement

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

SUMMARY EXPLANATION AND BACKGROUND (Continued.):

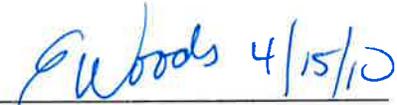
As the FTA designated recipient for the JARC and New Freedom programs, SFRTA is responsible for the administration of the programs. Up to ten (10) percent of the program funds are available to reimburse the SFRTA administrative costs. SFRTA completed a very aggressive schedule to secure the funds available through the JARC and New Freedom programs for FY 2007. SFRTA was required to conduct a competitive project selection process, review and certify each agency's compliance with the FTA requirements and submit grant applications to the FTA by July 15, 2009.

SFRTA's Planning Technical Advisory Committee (PTAC), which includes representatives from three MPOs, three transit providers, two regional planning councils and the two FDOT districts, reviewed the applications and made recommendations to the Governing Board. Mae Volen was recommended to be one of the New Freedom grant recipients. Mae Volen is a not-for-profit organization that provides services (such as adult day care, activities, etc.) and transportation for senior citizens.

The Governing Board must grant final approval and certification of selected JARC and New Freedom applications for the UZA. The SFRTA Governing Board approved the PTAC's funding recommendations for the JARC and New Freedom applications (including Mae Volen) at its June 26, 2009, meeting.

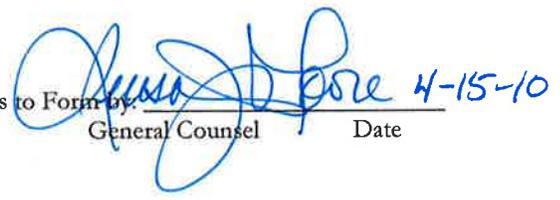
Staff is now requesting Governing Board approval of the Sub-Recipient Agreement between the SFRTA and Mae Volen to secure \$225,320 in FTA New Freedom grant funds for Mae Volen's Mobility Management Program project which will provide outreach activities beyond those required by the American with Disabilities Act of 1990.

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

Recommended by:  4/15/10
Department Director Date

Approved by:  4/15/10
Contracts Director Date

Authorized by:  4/15/10
Executive Director Date

Approved as to Form by:  4-15-10
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
 Marie Horenburger Yes No
 Commissioner Kristin Jacobs Yes No

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

SUBRECIPIENT AGREEMENT

Subrecipient: Mae Volen Senior Center, Inc.		Grant Number: FL-57-X017
Address: 1515 W. Palmetto Park Road, Boca Raton, Florida 33486		
Project Description: Mobility Management Program		
Project Activity Period: <u>October 31, 2009 through December 31, 2012</u>		
Estimated Project Amount:	\$ 225,320	SFRTA Action
Section 5317 NF Funds:	\$ 174,316	Item No:
Local Match:	\$ 51,004	Date:
Federal Grant No:	FL-57-X017	
CFDA No. :	20521	

AGREEMENT

THIS AGREEMENT is made and entered into by and between the South Florida Regional Transportation Authority (SFRTA) and Mae Volen Senior Center, Inc. (Mae Volen), each acting by and through its duly authorized officers.

WHEREAS:

1. The SFRTA, acting in its role as the Miami Urbanized Area Designated Recipient, submitted an application to the Federal Transit Administration (FTA) for federal grant funds under the FTA's New Freedom Program pursuant to 49 U.S.C. Section 5317, which included the Mae Volen's project as described herein.
2. The FTA's New Freedom Program is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), enacted on August 10, 2005, as codified at 49 U.S.C. 5317.
3. The FTA's New Freedom Program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. The New Freedom Program seeks to reduce barriers to transportation services and

expand the transportation mobility options available to people with disabilities beyond the requirements of the American with Disabilities Act.

4. The SFRTA received New Freedom grant funds from the FTA pursuant to grant number FL-57-X017.
5. This Agreement is intended to memorialize the terms under which Mae Volen is to receive the FTA grant funds.

NOW THEREFORE, The SFRTA and Mae Volen agree as follows:

ARTICLE I. MAE VOLEN WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS

- 1.01 Workscope.** Mae Volen agrees to perform and complete in a satisfactory and proper manner the Workscope specified on **Exhibit A** (*FTA Grant Application*) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by Mae Volen and a proposed schedule for the completion of the Workscope. All Workscope activities must be consistent with the approved Workscope and the approved budget detailed below. Any proposed change in the scope of work is not effective until Mae Volen receives written approval from the SFRTA Project Manager.
- 1.02 Approved Budget.** Mae Volen agrees to complete the Workscope in accordance with the approved budget specified on **Exhibit A**. The approved budget details the cost associated with each scope of work activity. Any request for re-budgeting in excess of twenty percent (20%) of the approved budget must be in writing and approved in writing by the SFRTA Project Manager. Re-budgeting of project funds among the existing approved budget items of the Workscope are allowable without prior approval if the amount of project funds to be transferred is less than twenty percent (20%) of the approved budget. However, re-budgeting between operating and capital line items is not allowable due to differing match requirements.
- 1.03 Material Representations.** Mae Volen agrees that all representations contained in its application for grant assistance are material representations of fact upon which the SFRTA relied in awarding this grant and are incorporated by reference into this Agreement.

ARTICLE II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS; ELIGIBILITY OF COST

- 2.01. Authorized Use of Grant and Matching Funds.** Mae Volen is only authorized to use the grant funds subject to this agreement for costs directly incurred for the performance of the Workscope during the Project Activity Period as specified in section 6.01, and in accordance with the Approved Budget.

2.02 Eligibility of costs. All expenses are subject to FTA regulations including:

- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18
(http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html)
- *Uniform Administrative Requirements for Grants and Agreements with Institution of Higher Education, Hospitals, and other Non-Profit Organizations*, 49 CFR Part 19
(http://www.access.gpo.gov/nara/cfr/waisidx_05/49cfr19_05.html)
- *Grant Management Requirements*, FTA Circular 5010.1D
(http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)
- *Third Party Contracting Requirements*, FTA Circular 4220.1F,
(http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html) (See also paragraph 10.05)
- *New Freedom Guidance*, FTA Circular C 9045.1
(http://www.fta.dot.gov/laws/circulars/leg_reg_6624.html)

Mae Volen acknowledges that the federal requirements in this article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by Mae Volen, from the SFRTA.

ARTICLE III. GRANT AMOUNT, MATCH AND PAYMENT

3.01 Estimated Project Amount. The total estimated cost of the Workslope is **\$225,320**, consisting of the Maximum Federal Grant amount and Mae Volen's required match.

3.02 Maximum Federal Grant Amount. The SFRTA awards to the recipient a grant of up to **\$174,316** for the Workslope. In no event will the SFRTA obligation under this Agreement exceed the lesser of the following:

- A. The Maximum Federal Grant Amount; or
- B. The combination of 50% of the total net operating Workslope expenditures plus 80% of capital Workslope expenditures.

The SFRTA shall bear no responsibility for cost overruns that may be incurred by Mae Volen in performance of the Workslope. If it appears likely that additional funds will be needed to complete the Workslope, the parties will meet to discuss the possibility of amending this Agreement.

3.03 Mae Volen Match. Mae Volen has an obligation under this Agreement to share in the costs of project by providing a local match from sources other than from FTA funds, i.e. not less than

\$51,004 against the Maximum Grant Amount. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. If the final expenses for the Workslope are less than the Estimated Project Amount, then local match shall be reduced to fifty percent (50%) of the final Workslope amount. If the final expenses for the Workslope exceed the Estimated Project Amount, Mae Volen is responsible for providing the funds to cover the final costs and expenses.

3.04 Reimbursement. Expenses will be reimbursed by the SFRTA based on submission of an invoice for Mae Volen using form attached hereto as **Exhibit B**. Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Disadvantaged Business Enterprise (DBE) report for each third party contract using the approved form attached hereto as **Exhibit C** (see section 5.04).

Mae Volen shall submit any additional data and information requested by the SFRTA to support Mae Volen's reimbursement request and shall submit any additional data and information that may be required by the federal government for reporting to the FTA.

Upon the SFRTA review and approval of Mae Volen's request, the SFRTA will distribute to Mae Volen the approved reimbursement amount. The SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workslope expense. No reimbursement request will be made which would cause the distribution of grant funds to exceed, cumulatively, through such payment, the limits in Article III. Distribution of any funds or approval of any report is not to be construed as the SFRTA waiver of any Mae Volen's noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the SFRTA that Mae Volen has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by the SFRTA, Mae Volen shall promptly repay such amounts to the SFRTA.

3.06 Reversion of Unexpended Grant Funds. All funds granted by the SFRTA under this Agreement that have not been expended for Workslope activities during the Project Activity Period shall revert to the SFRTA.

3.07 Grant Contingent on Federal Funding. Mae Volen acknowledges and agrees that the SFRTA payment of funds under this Agreement is contingent on the SFRTA receiving grant funds from the FTA. If, for any reason, the FTA reduces the amount of the SFRTA- FTA Grant, or otherwise fails to pay part of the cost or expense of the Workslope in this Agreement, only outstanding incurred costs shall be eligible for reimbursement. Mae Volen and its contractors and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Workslope covered by this Agreement in the event the FTA does not pay the same, and in all events, agrees to hold the SFRTA harmless from those claims and from any claims arising out of this Agreement. Notwithstanding any other

provisions of the Agreement, in the event the FTA rescinds funding for the FTA Grant, the SFRTA may immediately terminate this Agreement by written notice to Mae Volen.

ARTICLE IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

- 4.01 Documentation of Workscope Costs.** All costs charged to the Workscope, whether paid with grant funds or charged as Mae Volen's match, must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, vouchers, evidencing in detail the nature and propriety of the charges.
- 4.02 Establishment and Maintenance of Workscope Information.** Mae Volen agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) the Mae Volen match under this Agreement, and (b) the receipt and expenditure of all grant funds. These documents shall include the property records required by Article VIII of this Agreement. Mae Volen shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Workscope information until the latest of:
- A. Six (6) years following the term of this Agreement; or
 - B. If any litigation claims, or audit is commenced during either such period, when all such litigation, claims or audits have resolved.
- 4.03 Audit.** The accounts and records of the parties relating to this Agreement shall be audited in the same manner as all other accounts and records of Mae Volen are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the SFRTA, the Legislative Auditor and or State Auditor, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The parties will provide facilities for such access and inspection.

ARTICLE V. REPORTING AND MONITORING REQUIREMENTS

- 5.01 Quarterly Milestone Progress Reports.** Mae Volen shall submit quarterly milestone progress reports to the SFRTA. SFRTA shall provide Mae Volen with an electronic version of the milestone progress report that Mae Volen must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both the SFRTA and Mae Volen must approve each quarterly milestone progress report. The Quarterly progress reports are due as follows:
- **January 15 for quarter October 1 – December 31**
 - **April 15 for quarter January 1 – March 31**
 - **July 15 for quarter April 1 – June 30**
 - **October 15 for quarter July 1 – September 30**

- 5.02 Final Reports.** Upon completion of the Workscope and not later than sixty (60) calendar days after the end of the Project Activity Period, Mae Volen must submit a final progress report and a final financial status report of expenditures for the full Workscope that contains a final accounting of the grant matching expenditures. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) days following the end of the Project Activity Period, the submission of the Final Report shall automatically extend until all outstanding claims have been resolved. The final report must include inventory of Workscope property as required by Article VIII of this Agreement.
- 5.03 Contents of Reports.** Mae Volen agrees to report completely and to provide the SFRTA with any additional or follow-up information as may be requested by the SFRTA.
- 5.04 DBE Reporting Requirements.** Mae Volen shall provide the SFRTA with reports on all DBE activity (see section 10.05 E) for each third party agreement in the form attached hereto as **Exhibit C** and based on the procurement process established for Mae Volen in the *Federal Transit Administration Master Agreement Section 15 Procurement*, which is attached hereto as **Exhibit D**.
- 5.05 Other Monitoring Activities.** To assist the SFRTA in monitoring compliance with this Agreement, Mae Volen agrees to attend meetings as requested by the SFRTA and to permit site visits by the SFRTA staff, during business hours, upon reasonable notice. Mae Volen agrees to submit to the SFRTA a copy of any promotional information regarding the Workscope disseminated by Mae Volen during the term of this Agreement.
- 5.06 Changed Conditions.** Mae Volen agrees to notify the SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect Mae Volen's ability to perform the Workscope in accordance with the terms of this Agreement.
- 5.07 Special Reporting Requirements.** The SFRTA is required to report to the FTA regarding activities. Accordingly, Mae Volen agrees to provide the SFRTA with any additional follow-up information reasonably requested by the SFRTA, in order to meet the FTA reporting requirements. Specific reporting requirements are included in **Exhibit H**.

ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

- 6.01 Project Activity Period.** Mae Volen agrees to complete all Workscope activities during the period from October 31, 2009 to December 31, 2012 (Project Activity Period). Grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.
- 6.02 Term.** The term of this Agreement shall extend from the effective date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) calendar days following the end of the Project Activity Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve any and all outstanding claims.

- 6.03 Termination by the SFRTA for Convenience.** The SFRTA may terminate this Agreement at any time and for any reason by providing Mae Volen written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Mae Volen shall be entitled to compensation for Workscope activities in accordance with this Agreement, which were incurred prior to the effective date of the termination, but not exceeding the limits in section 3.02.
- 6.04 Termination by the SFRTA for Noncompliance.** If the SFRTA reasonably finds that there has been a failure to comply with the provisions of this Agreement, the SFRTA may terminate the Agreement at any time following seven (7) calendar days written notice to Mae Volen and upon failure of Mae Volen to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Workscope. At the SFRTA option, SFRTA may cease payment of invoices during any period in which Mae Volen is not in compliance with this agreement. If the SFRTA terminates this Agreement, it may require Mae Volen to repay the grant funds in full or in a portion determined by the SFRTA. Nothing herein shall be construed so as to limit the SFRTA legal remedies to recover grant funds.
- 6.05 Effect of Workscope Closeout or Termination.** Mae Volen agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on Mae Volen by this Agreement. Project closeout or termination of this Agreement does not alter the SFRTA authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Mae Volen's obligation to return any funds to the SFRTA as a result of later refunds, corrections, or other transactions.

ARTICLE VII. CONTACT PERSONS; PROJECT MANAGER

- 7.01 Contact Persons.** The authorized contact persons for receipts of notices, reports, invoices and approvals under this Agreement are the following:

The SFRTA:

Carla D. McKeever
Grants Administrator
800 NW 33rd St.
Pompano Beach, FL 33064
954.788.7953
mckeeverc@sfirta.fl.gov

Mae Volen Senior Center, Inc.:

Elizabeth L. Lugo
President/CEO
1515 West Palmetto Park Road
Boca Raton, Florida 33486
561.395.8920 ext. 1208
LugoE@maevolenc.com

Or such other person as may be designated in writing for itself by either party.

7.02 The SFRTA Project Manager. For purposes of administration of the Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by the SFRTA Executive Director shall be the Project Manager. Nothing, however, in this Agreement will be deemed to authorize the SFRTA Project Manager to execute amendments to this Agreement on behalf of SFRTA.

7.03 Mae Volen Senior Center, Inc. Project Manager. For purposes of administration of this Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by Mae Volen, shall be the Project Manager. Mae Volen Project Manager shall coordinate Workscope activity with the SFRTA Project Manager and complete the project manager training provided by the SFRTA to ensure compliance with all federal requirements.

ARTICLE VIII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of:

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* 49 C.F.R. Parts 18.31, 18.32, and 18.33 (www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html)
- *Grant Management Requirements*, FTA Circular 5010.1D (http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by Mae Volen, from the SFRTA.

Mae Volen acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent requirements shall govern the Agreement at any particular time.

ARTICLE IX. GENERAL CONDITIONS

9.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

9.02 Assignment Prohibited. Mae Volen shall not assign, subgrant or transfer any Workscope activities without receiving the express written consent of the SFRTA. The SFRTA may condition such consent on compliance by Mae Volen with terms and conditions specified by the SFRTA.

9.03 Indemnification. Mae Volen assumes liability for and agrees to defend, indemnify and hold harmless the SFRTA, its officers, employees and agents from and against all losses, damages, expense, liability, claims, suits, or demands including, without limitation, attorney's fees,

arising out of, resulting from, or relating to the performance of the Grant Project by Mae Volen or Mae Volen's employees, agents or subcontractors.

- 9.04 Workscope Data.** Mae Volen agrees that the results of the Workscope, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by Mae Volen. Mae Volen shall allow public access to all documents, records, reports or other material subject to the applicable provisions for Chapter 119 Florida Statutes, and made or received by Mae Volen in connection with this Agreement. Failure of Mae Volen to grant such public access may be grounds for termination of the Agreement by the SFRTA.
- 9.05 Nondiscrimination.** Mae Volen shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. Mae Volen agrees to not discriminate against employee, applicant for employment, or participant in the Workscope because of race, color, creed, religion, national origin, sex, marital status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.
- 9.06 Acknowledgement.** Mae Volen shall appropriately acknowledge the grant assistance made by the SFRTA and the FTA under this agreement in any promotional materials, reports, and publications relating to the Workscope.
- 9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations.** Mae Volen agrees to conduct the Workscope in compliance with all applicable provisions of federal and state laws, rules or regulations. Mae Volen is responsible for obtaining and complying with all federal or state permits, licensed, and authorizations necessary for performing the Workscope.
- 9.08 Incorporation of Exhibits.** All Exhibits attached to this Agreement will be deemed incorporated into this Agreement.

ARTICLE X. GENERAL FEDERAL REQUIREMENTS

- 10.01 Federal Requirements.** The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this Article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Article shall prevail. When performing work or expanding funds for Project activities, Mae Volen agrees to comply with all applicable terms and conditions referenced herein. **Mae Volen acknowledges that the federal requirements in this Article X are subject to change and agrees that the most recent requirements shall govern this Agreement at any particular time.**
- 10.02 Incorporation of Specific Federal Requirements.** Specifically, and without limitation, Mae Volen agrees to comply with the federal requirements set forth in **Exhibit E** and agrees to require, unless specifically exempted, Mae Volens (if authorized) and third party contractors at

every tier to comply with the same. These requirements include, but are not limited to the following:

Debarment and Suspension. Mae Volen agrees to comply, and assures the compliance of each Mae Volen, lessee, or third party contractor at any tier, with Executive Order Nos. 12549 and 12689, *Debarment and Suspension* 31 U.S.C. § 6101 note, and U.S. DOT regulations, *Government-wide Debarment and Suspension (Nonprocurement)*, 49 C.F.R. Part 29. Mae Volen agrees to and assures that its lessees, and third party contractors will review the *excluded Parties Listing System* at <http://epls.gov/> before entering into any third party subagreement, lease or third party contract [U.S. DOT issued a new amendment to these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction]. *See, 71 Fed. Reg. 62394, October 25, 2006.*

Integrity Certification. By signing this Agreement, Mae Volen certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. This certification is a material representation of fact upon which the SFRTA relies in entering this Agreement. If it is later determined that Mae Volen knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Mae Volen shall provide to the SFRTA immediate written notice if at any time Mae Volen learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certification of Restrictions on Lobbying Disclosure. The provisions of this section apply only if the amount of this Agreement (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

Mae Volen certifies that no federal appropriated funds have been paid or will be paid by or on behalf of Mae Volen 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 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. The certification of this compliance (*Lobbying Restriction Certification*) submitted by Mae Volen in connection with this project is incorporated in, and made a part of, this Agreement.

Mae Volen further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or 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 projects funded by the funds allocated to Mae Volen in this Agreement, Mae Volen shall complete and submit to the SFRTA, Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

Mae Volen certifies that it will require that the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000 under this Agreement, and that all subcontracts shall certify and disclose accordingly to Mae Volen. All certifications and disclosures shall be forwarded to the SFRTA by Mae Volen.

The certifications referred to in this section (including the *Lobbying Restriction Certification* submitted by Mae Volen in connection with this project and incorporated in, and made a part of, this Agreement) are material representations of fact upon which the SFRTA relies when this contract is made.

10.03 Federal Certification and Assurances (C & A); Execution and Incorporation. Mae Volen agrees to comply with and to certify compliance with the current Federal *Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C & A)* attached hereto and incorporated herein as **Exhibit F**. Mae Volen must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of this Agreement. During the terms of this Agreement, Mae Volen shall annually execute the most current C & A document and provide the same to the SFRTA.

10.04 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference. Mae Volen agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements that may be applicable to this grant. In particular, and without limitation, Mae Volen agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Workscope activities.

- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
- *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18
www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html
- *Grant Management Requirements*, FTA Circular 5010.1D
(http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by Mae Volen, from the SFRTA.

10.05 Compliance with Federal Procurement Requirement. Mae Volen will comply with all applicable federal law, rule, and guidance relating to procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1F, which document is incorporated by reference into this agreement. A copy of this document is available at the FTA internet website, http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html or upon request by Mae Volen, from the SFRTA. The *Federal Procurement Basics* is attached hereto as **Exhibit D** to provide Mae Volen process for procurement under this Agreement.

- A. Certification of Mae Volen’s Procurement System.** Mae Volen certifies that its procurement system complies with the standards described in the previous paragraph.
 - B. The SFRTA Approval of Contracts.** Mae Volen shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from the SFRTA Project Manager.
 - C. Inclusion of Provisions in Lower Tier Contracts.** Mae Volen agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this agreement including all applicable provisions of this Agreement.
 - D. Disadvantaged Business Enterprise Requirements.** Mae Volen agrees to comply with the requirements of 49 C.F.R. Part 26 and the SFRTA U.S. DOT approved Disadvantaged Business Enterprise (DBE) Requirements, which is attached to and incorporated into this Agreement as **Exhibit G**.
- 10.06 No Federal Obligation.** This grant is financed by federal funds. However, payments to Mae Volen will be made by the SFRTA. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this Agreement. Mae Volen shall include this clause in any contracts or agreements under this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by both parties.

MAE VOLEN SENIOR CENTER, INC.

Date _____

By _____

Approved as to form:

General Counsel

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Date _____

By _____
Chair

Approved as to form:

SFRTA General Counsel

EXHIBITS LIST

Exhibit A	FTA Grant Application
Exhibit B	Expense Reimbursement Form
Exhibit C	DBE Monthly Subcontractor Utilization Report
Exhibit D	FTA Master Agreement Section 15 Procurement
Exhibit E	Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
Exhibit F	Annual List of certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreement
Exhibit G	The SFRTA USDOT Approved Disadvantaged Business Enterprise Requirements
Exhibit H	FTA Master Agreement Section 8 Reporting, Record Retention and Access

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010AGENDA ITEM REPORT Consent RegularMODIFICATION NO. 1 TO FISCAL YEAR 2006 TRANSIT
SECURITY GRANT PROGRAMREQUESTED ACTION:

MOTION TO APPROVE: Time extension for modification No. 1 to Grant Agreement number 07DS-6B-12-00-20-405 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Emergency Management (the Division) for financial assistance for Security Initiatives.

SUMMARY EXPLANATION AND BACKGROUND:

On January 26, 2007, the Board approved the fiscal year 2006 Transit Security Grant Program (TSGP) grant agreement number 07DS-6B-12-00-20-405 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Emergency Management for financial assistance to implement SFRTA's Security Initiatives. The TSGP is one of five grant programs in the Department of Homeland Security (DHS) Infrastructure Protection Program (IPP), which is designed to strengthen the nation's critical infrastructure against risks associated with terrorism. DHS uses a risk-based approach to allocate TSGP funding. Eligible passenger rail and intracity bus systems in the highest risk regions (Tier I) receive the vast majority of TSGP funding.

On July 15, 2008, under the direction of the Federal Emergency Management Agency (FEMA), staff requested from the Federal Emergency Management Agency (FEMA) a budget amendment justification of the original project scope. FEMA approved the amendment on January 12, 2009, to install additional cameras on rail platforms instead of bomb-resistant trash cans.

(Continued on page 2)

Department: Executive
Project Manager: Allen Yoder

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: N/A – Time extension only.

EXHIBITS ATTACHED: Exhibit 1 - Modification No. 1 to Grant Agreement Number
07-DS-6B-12-00-20-405

MODIFICATION NO. 1 TO FISCAL YEAR 2006 TRANSIT
SECURITY GRANT PROGRAM

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Staff is requesting approval of the time extension for modification No. 1 to grant agreement number 07-DS-6B-12-00-20-405 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Emergency Management to successfully address and enhance the security needs of the Tri-Rail Commuter Rail System.

Contract Number: **07-DS-6B-12-00-20-405**
CFDA Number: **97.075**

MODIFICATION #1 TO GRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and **South Florida Regional Transportation Authority** ("Recipient") to modify DCA Contract Number **07-DS-6B-12-00-20-405**, dated February 13, 2007 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the State Homeland Security Grant Program in the amount of **\$342,944**; and

WHEREAS, the Agreement expired on **January 31, 2009**; and

WHEREAS, the Division and the Recipient desire to reinstate the Agreement and to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties, and shall end **March 31, 2011**, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out below.

**RECIPIENT: SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY**

BY: _____

NAME & TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

BY: _____

NAME & TITLE: David Halstead, Interim Director of the Division of Emergency Management

DATE: _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010

AGENDA ITEM REPORT

Consent Regular

AGREEMENT NO. 10-008
S.W. MARLOW GENERAL CONTRACTOR
BIKE LOCKERS AT TRI-RAIL STATIONS

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 10-008 between South Florida Regional Transportation Authority (SFRTA) and S.W. Marlow General Contractor for the purchase and installation of Bike Lockers at Tri-Rail stations in the amount of \$502,361.00.

SUMMARY EXPLANATION AND BACKGROUND:

On October 24, 2008, the Board approved a JPA Agreement with the Florida Department of Transportation (FDOT) for Transportation Regional Incentive Program (TRIP) funds, in the amount of \$796,921.00, to be matched by SFRTA, for enhancement projects at various stations in the tri-county region. On May 22, 2009, the SFRTA Board approved the Bike Locker project as part of the SFRTA FY 2009-2010 Capital Budget. The purpose of this project is to provide secure storage for passengers who use their bicycles to get to and from the stations. The security provided by these bike lockers will also encourage passengers to leave their bicycles at the station instead of taking them on the trains. The location for the lockers at each station was decided with consideration given to passenger access, security and available space.

On February 19, 2010, SFRTA advertised an Invitation to Bid (ITB) for the purchase and installation of the bike lockers. Solicitation documents were made available on February 22, 2010, and a Pre-Bid conference was held on March 2, 2010. On March 29, 2010, SFRTA received seven (7) bids. The lowest responsive bid was received from S.W. Marlow General Contractor. Staff performed a verification of the bid submittal for S.W. Marlow General Contractor and determined the firm to be the lowest responsive and responsible bidder.

Department: Engineering & Construction
Project Manager: Pat McCammon (BAH)

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

FISCAL IMPACT: Funding is available in the SFRTA FY 2009-10 Capital Budget

EXHIBITS ATTACHED: Exhibit 1 – Agreement No. 10-008

AGREEMENT NO. 10-008
S.W. MARLOW GENERAL CONTRACTOR
BIKE LOCKERS AT TRI-RAIL STATIONS

Recommended by: Daniel Mazza 4/15/10 Approved by: CEI 3 4/15/10
Department Director Date Contracts Director Date

Authorized by: [Signature] 4/15/10 Approved as to Form by: [Signature] 4-15-10
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, P.E.	<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
Marie Horenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No	F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Kristin Jacobs	<input type="checkbox"/> Yes <input type="checkbox"/> No		



AGREEMENT NO. 10-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

S. W. MARLOW GENERAL CONTRACTOR

FOR

BICYCLE LOCKERS AT TRI-RAIL STATIONS

AGREEMENT NO. 10-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

S. W. MARLOW GENERAL CONTRACTOR

FOR

BICYCLE LOCKERS AT TRI-RAIL STATIONS

This is an Agreement, by and between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, hereinafter referred to as "SFRTA",

AND

S. W. MARLOW GENERAL CONTRACTOR, a Florida business, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR".

DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- a. Board. The Board and governing body of the SFRTA, created pursuant to Chapter 343, Florida Statutes (2003).
- b. Contract Administrator. The Executive Director for SFRTA or appointed designee. In the administration of this Agreement, all parties may rely upon the instructions or determinations made by the Contract Administrator.
- c. Contractor. The Contractor selected to perform the services pursuant to this Agreement is S. W. MARLOW GENERAL CONTRACTOR.
- d. Project. Providing all services described in the Contract Documents.
- e. Project Manager. A person supplied by SFRTA and the single point of contact for Contractor with SFRTA.

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicated for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Agreement is based.

- An Invitation to Bid was advertised by SFRTA as ITB No. 10-008, for BICYCLE LOCKERS AT TRI-RAIL STATIONS, and CONTRACTOR was determined to be the lowest responsive and responsible bidder.
- The South Florida Regional Transportation Authority, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

CONTRACTOR covenants and agrees to perform all obligations of CONTRACTOR set forth in this Agreement and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Agreement are hereinafter called "Contract Documents".

Instructions to Bidders
General Terms and Conditions
Special Terms and Conditions
Technical Specifications
Definition of Terms
Advertisement
All Exhibits and Attachments
Addendum No. 1 and 2
Bid Form
Bidder's Qualification Certification
Key Employee Certification
DBE Participation Schedule
Drugfree Workplace Certification
Debarment & Suspension Certification
Certification of Restriction on Lobbying
Truth in Negotiation Certificate
Declaration of Non-Collusion Certification
Schedule of Subcontractors
Intent to Perform as a Subcontractor
Certificate of Disbursement of Previous Periodic Payment to Subcontractors
Subcontractors Certificate of Previous Payment
Monthly Subcontractor Utilization Report
Monthly Employee Utilization Report

Release and Affidavit
Design Change Notice
Field Change Notice

TERM

The period of performance shall be for a term of one hundred twenty (120) days from the issuance of a Notice to Proceed.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the total contract amount of Five Hundred Two Thousand Three Hundred Sixty-one Dollars (\$502,361.00).

ADDRESSES

CONTRACTOR:

S. W. Marlow General Contractor
215 S. Federal Highway
Lake Worth, FL 33460

Attn: Steven Marlow

SFRTA:

South Florida Regional Transportation Authority
800 N.W. 33 Street
Pompano Beach, FL 33064

Attn: Dan Mazza

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **S. W. MARLOW GENERAL CONTRACTOR**, 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 _____, 2010.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

S. W. MARLOW GENERAL CONTRACTOR

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2010

(Corporate Seal)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010

AGENDA ITEM REPORT

Consent Regular Public Hearing

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

REQUESTED ACTION:

MOTION TO APPROVE: SFRTA's Planning and Technical Advisory Committee's (PTAC) funding recommendations for the Job Access and Reverse Commute (JARC) and New Freedom (NF) applications (see Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

The JARC and NF Programs are two grants administered by the Federal Transit Administration (FTA). The JARC program assists individuals in making a successful transition from welfare to work by addressing the unique transportation challenges faced by welfare recipients and low-income persons seeking to get and keep jobs. The NF program was established to support new public transportation services and public transportation alternatives beyond those required by the American with Disabilities Act (ADA) of 1990.

The FTA notified the Miami (Southeast Florida) Urbanized Area (UZA) that it would lose funding through these programs unless a formal regional process for JARC and NF was established. Per discussions with the FTA, and with the support of the Miami UZA transit partners and the Metropolitan Planning Organizations (MPOs), the South Florida Regional Transportation Authority (SFRTA) agreed to become the designated recipient (DR) of these funds for the Miami UZA. A designation letter was signed by the Florida Department of Transportation, (FDOT) Marion Hart Jr., State Public Transportation and Modal Administrator on April 8, 2009 on behalf of the Governor, and submitted to FTA.

(Continued page 2)

Department: Planning and Capital Development Department Director: Daniel R. Mazza, P.E.
Project Manager: William L. Cross, P.E. Contracts Director: Chris Bross

FISCAL IMPACT: The FTA JARC and NF program funds are available and grant applications will be submitted to the FTA by July 15, 2010.

FEDERAL TRANSIT ADMINISTRATION (FTA) JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

SUMMARY EXPLANATION AND BACKGROUND (Continued):

As FTA's DR for the JARC and NF programs, SFRTA is responsible for the administration of the programs. Up to ten percent of the program funds are available to reimburse SFRTA's administrative costs. SFRTA was required to conduct a competitive project selection process, review and certify each agency's compliance with FTA requirements, and is to submit grant applications to the FTA by July 15, 2010. During this funding cycle (Federal Fiscal Years 2008 and 2009), JARC and NF information has been shared with interested parties at numerous PTAC meetings, on the SFRTA website, and via a teleconference (with the FTA, United We Ride, and potential JARC/NF applicants) held on January 28, 2010.

SFRTA's PTAC, which includes representatives from three MPOs, three transit providers, two regional planning councils and the two FDOT districts, reviewed the applications and made recommendations to the Board. The Board is responsible for final approval and certification of selected JARC and New Freedom applications for the Miami UZA.

Staff is requesting that the Board approve the PTAC's funding recommendations for the JARC and NF applications.

FEDERAL TRANSIT ADMINISTRATION (FTA) JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

Recommended by: Daniel Magza 4/15/10 Department Director Date
Approved by: CE-3 4/15/10 Contracts Director Date

Authorized by: [Signature] 4/15/10 Executive Director Date
Approved as to Form by: [Signature] 4-15-10 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
Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No

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

Federal Fiscal Years 2008 and 2009 JARC and New Freedom Fund Distribution - PTAC Recommendation

Agency	Amount	Percentage of Total Available	Program
MDT	\$4,015,142	37%	JARC
BCT	\$2,003,074	18%	NF
SFRTA	\$850,850	8%	JARC
PalmTran	\$510,000	5%	JARC
City of WPB	\$688,500	6%	JARC
City of Opa-Locka	\$187,900	2%	JARC
FLL Housing	\$52,400	0.5%	NF
Private non-profit (Mae Volen and Tropical)	\$1,273,064	12%	NF
Sub-Total (Project specific allocations)	\$9,580,930	88%	
SFRTA Admin	\$1,084,839	10%	
Total Obligated	\$10,665,769	98%	
Unobligated	\$182,626	2%	NF
Total JARC & NF Funds Available	\$10,848,395	100%	

PTAC Review of JARC Projects

Project	Project Cost	FTA Funding Requested	Revised FTA Amount*	FTA Compliant?	Preliminary Evaluation	Funding Recommended?	% Funding	Proposed Funding	Balance
City of Opa-Locka - Circulator	\$375,800	\$187,900	\$187,900	Y	1	Y	100%	\$187,900	\$6,252,392.00
SFRTA - Opa-Locka Shuttle	\$743,600	\$371,800	\$371,800	Y	2	Y	100%	\$371,800	\$6,064,492.00
SFRTA - New Shuttle Routes ⁽¹⁾	\$1,879,350	\$939,675	\$479,050	Y	2	Y	100%	\$479,050	\$5,692,692.00
SFRTA - Voucher	\$2,972,520	\$1,486,260	\$1,486,260	Y	4	N	0%	\$0	\$5,213,642.00
MDT - Bus Routes ⁽²⁾	\$12,132,393	\$6,066,197	\$4,015,142	Y	5	Y	100%	\$4,015,142	\$1,198,500.00
Palm Tran - Route 94	\$1,495,986	\$510,000	\$510,000	Y	6	Y	100%	\$510,000	\$688,500.00
City of WPB - Circulator	\$2,700,000	\$1,350,000	\$1,350,000	Y	6	Y	51%	\$688,500	\$0.00
BCT - Digital Signage	\$219,542	\$182,952	n/a	N	n/a	n/a	n/a	\$0	\$0.00
BCT - ADA Compliance	\$1,268,700	\$1,050,000	n/a	N	n/a	n/a	n/a	\$0	\$0.00
TMA - NW Community Link	\$1,232,685	\$635,685	n/a	N	n/a	n/a	n/a	\$0	\$0.00
TMA - Breeze	\$1,523,745	\$804,195	n/a	N	n/a	n/a	n/a	\$0	\$0.00
	\$26,544,321	\$13,584,664						\$6,252,392	

* Requested FTA funding was adjusted for the following projects.

(1) SFRTA Shuttle Routes - The Palm Beach International Airport and Miami International Airport routes were not funded.

(2) MDT Bus Routes - Two lifeline routes, Route 115, and -----, were not funded.

Other Notes:

(1) SFRTA and MDT to work together to ensure that MDT's West Dade route serves the MIA Tri-Rail station and the schedule is developed to serve Tri-Rail passengers.

(2) SFRTA and PalmTran to work together to minimize service duplication by the proposed Lake Worth shuttle.

PTAC Review of New Freedom Projects

Project	Project Cost	FTA Funding Requested	Revised FTA Amount*	FTA Compliant?	Preliminary Evaluation	Funding Recommended?	% Funding	Proposed Funding	Balance
BCT - Digital Signage ⁽¹⁾	\$219,542	\$182,952	\$175,634	Y	1	Y	100%	\$175,634	\$3,511,163.70
FLL Housing Authority - Mobility Mgt & Bus Pass ⁽²⁾	\$99,141	\$78,341	\$52,400	Y	2	Y	100%	\$52,400	\$3,283,129.70
Tropical Non-Medical Transportation - On-Demand Transportation ⁽³⁾	\$2,042,892	\$1,105,965	\$765,967	Y	2	Y	100%	\$765,967	\$2,517,162.70
Mae Volen - Community Coach	\$884,656	\$507,097	\$507,097	Y	4	Y	100%	\$507,097	\$2,010,065.70
BCT - Gap Remediation ⁽⁴⁾	\$2,484,300	\$2,070,200	\$1,827,440	Y	5	Y	100%	\$1,827,440	\$182,625.70
BCT - ADA Compliance	\$1,268,700	\$1,050,000	n/a	N	n/a	n/a	n/a	\$0	\$182,625.70
Robert Winchester	\$0	\$0	n/a	N	n/a	n/a	n/a	\$0	\$182,625.70
TMA - Galt Galleria	\$789,750	\$396,750	n/a	N	n/a	n/a	n/a	\$0	\$182,625.70
East Coast Taxi - Accessible & Underserviced	\$250,000	\$200,000	n/a	N	n/a	n/a	n/a	\$0	\$182,625.70
MDT - Voucher Payment	\$100,000	\$100,000	n/a	N	n/a	n/a	n/a	\$0	\$182,625.70
MDT - Functional/Assessment	\$2,613,866	\$2,613,866	n/a	N	n/a	n/a	n/a	\$0	\$182,625.70
	\$10,752,847	\$8,305,171						\$3,328,538	

* Requested FTA funding was adjusted for the following projects per FTA guidelines.

(1) BCT Digital Signage - "Revised Amount" reflects the maximum allowable FTA match (i.e., 80% of \$219,542).

(2) FLL Housing Authority - "Revised Amount" reflects the maximum allowable FTA match for the mobility management project (i.e., 80 percent of \$65,500); Bus passes are ineligible for New Freedom funding.

(3) Tropical Transportation - "Revised Amount" does not include funding for the voucher program (i.e., deducted 50 percent of \$680,000 from the operating budget).

(4) BCT Gap Remediation - "Revised Amount" does not include funding for the mobility manager (i.e., deducted 80 percent of \$200,000 allocated for the mobility manager).

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010

AGENDA ITEM REPORT

Consent Regular

FIRST AMENDMENT TO AGREEMENT 04-285
GILLY VENDING, INC.
VENDING MACHINE SERVICE

REQUESTED ACTION:

MOTION TO APPROVE: First Amendment to Agreement 04-285 between South Florida Regional Transportation Authority (SFRTA) and Gilly Vending, Inc. to extend the existing contract until June 30, 2010.

SUMMARY EXPLANATION AND BACKGROUND:

In April 2005, SFRTA awarded Gilly Vending, Inc. a contract to provide beverage and snack services at all Tri-Rail Stations, the SFRTA headquarters and satellite offices in Hialeah. That contract is set to expire on April 28, 2010. It is anticipated that a new contract will be awarded at the May meeting of the Governing Board to the successful bidder of this ongoing procurement. In order to provide our passengers with uninterrupted service, the SFRTA with a continuing revenue stream from commissions, and to facilitate a potentially smooth transition between firms, if necessary, staff recommends a contract extension of approximately two months.

Additionally, by extending the current contract to June 30th, the revenue earned would coincide with the SFRTA fiscal year and would continue to do so as we issue the subsequent contract.

Department: Marketing
Project Manager: Bonnie Arnold

Department Director: Bonnie Arnold
Procurement Director: Chris Bross

FISCAL IMPACT: none

EXHIBITS ATTACHED: Exhibit 1 – First Amendment to Agreement No 04-285

FIRST AMENDMENT TO AGREEMENT 04-285
GILLY VENDING, INC.
VENDING MACHINE SERVICE

Recommended by:  4/15/10
Department Director Date

Approved by:  4/15/10
Contracts Director Date

Authorized by:  4/15/10
Executive Director Date

Approved as to Form by:  4-15-10
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
Marie Horenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No	F. Martin Perry.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Kristin Jacobs	<input type="checkbox"/> Yes <input type="checkbox"/> No		



FIRST AMENDMENT TO

AGREEMENT NO. 04-285

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

GILLY ENTERPRISES, INC.

FOR

VENDING MACHINE SERVICE

FIRST AMENDMENT TO AGREEMENT NO. 04-285

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

GILLY ENTERPRISES, INC.

FOR

VENDING MACHINE SERVICE

This is the First Amendment to the Agreement for Vending Machine Service for the Tri-County Region and State of Florida between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter referred to as “**SFRTA**” and **GILLY ENTERPRISES, INC.**, hereinafter referred to as “**FIRM**”.

WHEREAS, on April 22, 2005, **FIRM** and **SFRTA** entered into a three year Agreement with two one-year renewal options, hereinafter referred to as “Agreement”, in which commissions are to be paid to SFRTA for a specified percentage of gross revenue from vending machines; and

WHEREAS, on March 28, 2008, the first one year renewal option to the Agreement was executed extending the contract term through April 29, 2009.; and

WHEREAS, on March 27, 2009, the second one year renewal option to the Agreement was executed extending the contract term through April 29, 2010; and

WHEREAS: both SFRTA and Contractor agree to extend the contract term through June 30, 2010, the end of SFRTA’s fiscal year; and

WHEREAS: It is agreed that specific contract language detailing demobilization shall be added to the current contract as detailed below.

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. TERM** is amended to read as follows:

The period of performance shall be for a term of three (3) years from the issuance of a Notice to Proceed, with SFRTA’s sole option to renew for an additional two (2) one (1) year option periods. The second option period shall be extended through and until June 30, 2010.

- 2. SCOPE OF SERVICES** is amended to read as follows:

3.4 – DEMOBILIZATION PLAN

Upon written notification from the SFRTA Project Manager, Contractor shall submit for approval a demobilization plan to the SFRTA Project Manager, no later than ten (10) calendar days after receipt of letter. Said plan shall include detailed information on the dates that each vending machine will be removed from each location. All Vending machines must be removed from all SFRTA locations no later than June 30, 2010. SFRTA reserves the right to make any changes to Contractor's demobilization plan.

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

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Agreement on the respective date under each signature: **GILLY ENTERPRISES, INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same on the ____ day of _____, 2010.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2010

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

GILLY ENTERPRISES, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____ 2010

RELOCATION OF CUSTOMER SERVICE CALL CENTER

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

In addition to the creation of the Command Center, the benefits include:

- an enhanced ability to serve our passengers
- better hurricane preparedness and the ability to work-stay in a protected environment
- cross-training other members of the department so they are available to assist during emergencies
- the installation of a new phone system designed to meet industry standards
- increased efficiencies regarding the use of staff, time and materials
- easier access to other departments
- improved quality of life through working in a more professional office environment
- an enhanced work culture that fosters the spirit of "One Agency-One Team"

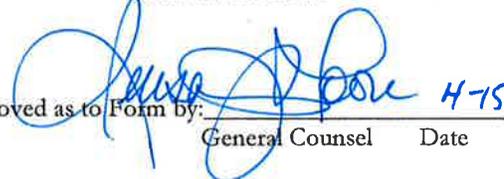
The approximate cost for the relocation of the Call Center is \$180,000, which includes the purchase of furniture, construction, moving and wiring. It also includes the installation of a new phone system, which meets industry standards, and includes all necessary components, switches, phone equipment, call recording solution, end-user training, integration, installation, and maintenance for the first year. Preliminary staff planning has been done and it is anticipated that the relocation could be accomplished within 90 days from Governing Board approval.

RELOCATION OF CUSTOMER SERVICE CALL CENTER

Recommended by:  4/15/10
Department Director Date

Approved by:  4-15-10
Contracts Director Date

Authorized by:  4/15/10
Executive Director Date

Approved as to Form by:  4-15-10
General Counsel Date

Board Action:

Approved: Yes No

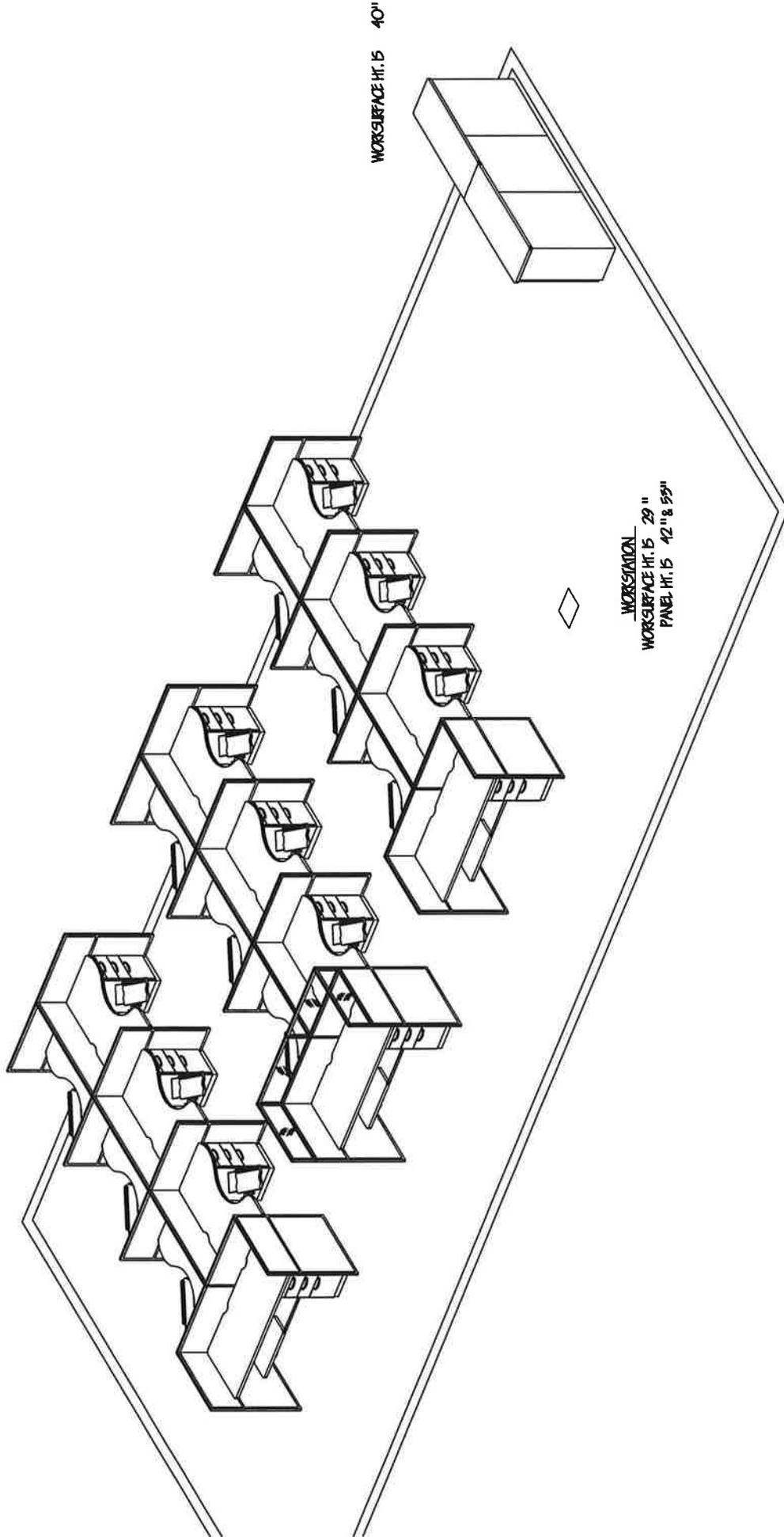
Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
Alice N. Bravo Yes No
James A. Cummings Yes No
Commissioner Kristin Jacobs 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

Exhibit 1



Customer is responsible for obtaining all state and local approvals and permits, including a Certificate of Occupancy if required.

Eng: JND/CRD	IC #: 140237	Customer: Interior Concepts Corp
Rev: E	Part: 8 of: 8	Description: SFRTA POMPANO BEACH
Aut:	Aut: B...	Aut: C...

Exhibit 2

Preliminary Cost Estimates

Furniture & Installation	\$ 28,355
Construction/Wiring/Move:	\$ 11,200
Communications Solution:	\$ 80,840
Recording Solution:	\$ 29,000
PCs/Chairs for PT Staff:	\$ 11,000
Dual-Monitor Solution:	\$ 5,775
Total:	\$166,170

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010AGENDA ITEM REPORT Consent RegularPOSITIVE TRAIN CONTROL IMPLEMENTATION PLAN INCLUDING MEMORANDUM
OF UNDERSTANDING FOR IMPLEMENTATION OF POSITIVE TRAIN CONTROLREQUESTED ACTION:

MOTION TO APPROVE: the South Florida Regional Transportation Authority (“SFRTA”) Positive Train Control Implementation Plan filed in conjunction with the Florida Department of Transportation (“FDOT”), including the Memorandum of Understanding for Implementation of Positive Train Control between SFRTA, FDOT and the National Railroad Passenger Corporation (“Amtrak”).

SUMMARY EXPLANATION AND BACKGROUND:

As a result of several severe train crashes in recent years, Congress adopted the Rail Safety Improvement Act of 2008, 49 USC 20157(a)(1) (“RSIA”) that requires the implementation of positive train control (“PTC”) systems for commuter and intercity passenger and freight rail lines. PTC is a form of an automatic train control system designed to protect against train operator error and prevent train collisions by providing for positive train separation in those situations. PTC is not a new concept to the railroad industry; there are PTC-type systems in use today. What changed by the passage of RSIA is that now all railroads (defined to include freight carriers and commuter and interstate passenger operators) must have PTC installed by December 31, 2015. To implement the RSIA, the Federal Railroad Administration (“FRA”) adopted 49 CFR 236 Subpart I (the “Rule”).

The Rule requires that, by April 16, 2010, SFRTA (defined as a “tenant railroad” by the Rule) submit a Positive Train Control Implementation Plan (“PTCIP”) jointly with CSXT (defined as a “host railroad” by the Rule). Although SFRTA, FDOT and CSXT had been in discussions since August, 2009 regarding the joint submittal, it was not until a conference call on April 2, 2010, and subsequent receipt of a draft PTCIP on April 8, 2010, that SFRTA and FDOT became aware that CSXT was going to file separately and did not consider itself the “host railroad.” As a result, SFRTA and FDOT on April 16, 2010, separately submitted their own PTCIP as permitted by the Rule in cases of disagreement between railroads (see Exhibit 1). The PTCIP specifically says that it is subject to SFRTA Board approval due to the filing deadline occurring prior to the April Board meeting. SFRTA Legal and Staff recommend that the Board approve the PTCIP and MOU.

(continued on page 2)

Department: Legal
Project Manager: N/A

General Counsel: Teresa J. Moore
Procurement Director: N/A

FISCAL IMPACT: none

EXHIBITS ATTACHED: Exhibit 1 – PTCIP with MOU (to be provided under separate cover)

POSITIVE TRAIN CONTROL IMPLEMENTATION PLAN INCLUDING MEMORANDUM
OF UNDERSTANDING FOR IMPLEMENTATION OF POSITIVE TRAIN CONTROL

SUMMARY EXPLANATION AND BACKGROUND (continued):

Exhibit B of the PTCIP is a Memorandum of Understanding for Implementation of the Positive Train Control between SFRTA, FDOT and Amtrak. The Rule requires that all affected "railroads" enter into Interoperability Agreements to make sure that there will be no interruption of PTC between the various PTC systems employed across the country. Legal and SFRTA staff recommend that the Board approve the MOU in Exhibit A of the PTCIP. SFRTA Staff and Legal will coordinate with FDOT to negotiate a similar MOU with CSXT with the intention of bringing that MOU to the Board at a subsequent meeting.

POSITIVE TRAIN CONTROL IMPLEMENTATION PLAN INCLUDING MEMORANDUM
OF UNDERSTANDING FOR IMPLEMENTATION OF POSITIVE TRAIN CONTROL



Recommended by: _____
Department Director Date

Approved by: Cliff 4-15-10
Contracts Director Date

Authorized by: Jeff Koons 4/15/10
Executive Director Date

Approved as to Form by: Debra 4-15-10
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
Marie Horenburger _____ Yes _____ No
Commissioner Kristin Jacobs _____ 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: APRIL 23, 2010AGENDA ITEM REPORT Consent RegularAMENDMENTS TO SFRTA BYLAWS TO ADDRESS QUORUMREQUESTED ACTION:

MOTION TO APPROVE: Amendments to SFRTA Bylaws Regarding Quorum Requirements for Governing Board and Committee Meetings.

SUMMARY EXPLANATION AND BACKGROUND:

At its March 26, 2010 meeting, the Board requested Legal to propose amendments to the SFRTA Bylaws to permit quorum requirements to be met in the event only four (4) Board members are physically present at a Board meeting, as long as there was at least one (1) other Board member on the telephone (therefore comprising the required 5 of 9 members to reach a quorum).

Attached is an article from the April, 2010 Florida Bar Journal entitled, "Modern Sunshine: Attending Public Meetings in the Digital Age." [See Exhibit A] The article provides a review of the law and Attorney General opinions on this matter. The author makes the argument that absent specific legislative language addressing whether or not a quorum must be established by members that are physically present, a plain reading of the statute (i.e. the Sunshine Law) is that attendance at a publicly advertised meeting in any manner (telephone, physical presence, etc.), by the number of board members needed to establish a quorum, does not violate the plain language of the statute.

The author reviews the AG opinions and the lack of consistency between them in crafting "exceptions" to the Sunshine Law. These have mainly been exceptions to the entire Board having to be present, but all of the AG opinions to date have concluded that a physical presence of the quorum is required. In AGO 83-100, Attorney General Jim Smith cited the definition of "present" to mean "being in view or at hand." Although not relied on by courts in the same way as case law, the AG opinions on this issue would have some persuasive value to a court considering this issue. No cases have addressed this issue so any litigation on this issue would be a case of first impression for a court. One risk in establishing a quorum without five members physically present is that actions taken at these meetings may be subject to legal challenge and possibly voided by a Court.

(continued on page 2)

Department: Legal
Project Manager: N/A

General Counsel: Teresa J. Moore
Procurement Director: N/A

FISCAL IMPACT: none

EXHIBITS ATTACHED: Exhibit A – Florida Bar Journal Article
Exhibit B – Proposed Amendments to SFRTA Bylaws

AMENDMENTS TO SFRTA BYLAWS TO ADDRESS QUORUM

SUMMARY EXPLANATION AND BACKGROUND:

To avoid the possibility of such challenges to Board decisions made at meetings without physical quorum, an item would need to be ratified at a subsequent meeting where five (5) members were physically present.

It is noteworthy that the issue of having a physical quorum of the Governing Board has rarely been an issue in the past. Where there has been advance notice that there will not be sufficient members attending to meet the physical quorum requirement, the meeting has been cancelled.

Due to the uncertainty of the law regarding this issue, Legal recommends that the “physically present” requirement remain the same for Board meetings. An amendment is proposed to Section 4.11 of the Bylaws to clarify that a quorum of the Board shall be satisfied by the physical presence of a simple majority of the Board members. As an alternative to changing the Board’s quorum requirements, Legal proposes that the “physically present” quorum requirement at committee meetings be amended to permit a quorum to be established by the number of members “present” at the meeting, whether physically or on the telephone. This would apply to all committee meetings except those in which the committee is taking final action or making decisions through delegated authority from the Board (please see Exhibit B for proposed amendments to the Bylaws).

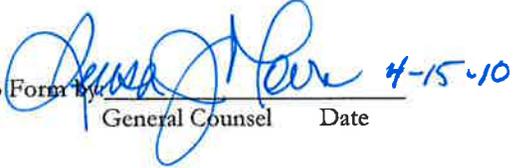
This same approach has also been adopted by the Miami-Dade Expressway Authority (MDX), an agency similar to SFRTA, (e.g. is an “agency of the State”).

AMENDMENTS TO SFRTA BYLAWS TO ADDRESS QUORUM

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by:  _____
Executive Director Date 4/15/10

Approved as to Form by:  _____
General Counsel Date 4-15-10

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
Alice N. Bravo Yes No
James A .Cummings Yes No
Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No

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

Modern Sunshine: Attending Public Meetings in the Digital Age

A city council member is called to New York on urgent family business. A fire district commissioner is recovering from surgery at a regional hospital. A zoning appeals board member's flight is cancelled, and she is stuck out of town. A local health official quarantines a majority of a county commission for two weeks because they are infected with the H1N1 virus. In each case, these public officials may very well have the ability and desire to attend scheduled meetings of their respective boards, councils, or commissions, and they may have local access to communication technology to permit them to fulfill their public duties, yet does the law allow them to do so?

Most Floridians have at least a passing understanding of the concept that the law requires most governmental bodies to conduct their meetings in "the sunshine" and to refrain from discussing public business outside of such settings. However, few citizens truly know the exact laws applying to this concept, and many attorneys practicing in the area of government law have not really contemplated how current communication technology can be used to conduct meetings subject to Florida's Sunshine Law. Interestingly, Florida's appellate courts have not weighed in on this topic, and the body of advisory opinions from successive attorneys general provide an inconsistent and, in the author's view, incorrect analysis.

This article will review the Sunshine Law's provisions as they relate to a public official's duty to conduct public business at public meetings

and, further, how this law has been construed by the Attorney General's Office over the years on the issue of remote electronic attendance. Finally, an analysis of what the law actually requires will be provided, as well as suggestions on how policy clarity may be brought to the topic that would balance the public's right to see and hear what their public officials are doing with the efficiencies created by broader use of modern communication technologies.

Laws Applicable to Public Meetings

Fla. Const. art. I, §24(b) provides:

All meetings of any collegial public body of the executive branch of the state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public and meetings of the legislature shall be open and notice . . . except with respect to meetings exempted pursuant to this section or specifically closed by this Constitution.

In turn, art. I, §24(c) gives the legislature authority to adopt statutes to implement this provision, including any exceptions or exemptions thereto. The legislature did so by adoption of what is now known generically as "the Government in the Sunshine Law" (hereinafter referred to as the Sunshine Law). The relevant portion of that law provides:

All meetings of any board or commission of any state agency or authority or of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action

shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.¹

What Is a Meeting?

Although these provisions may seem fairly simple and clear, they beg one very central question: What exactly is a "meeting" as used in the Constitution and statute? The Sunshine Law does not provide any definition for the word and, although the courts have had occasion to discuss the term in the context of individual office holders violating the Sunshine Law, they have not addressed the corollary question of meeting via remote electronic appearance.

Initially, it should be observed that, without regard to how "meeting" is defined, the Sunshine Law requires any meeting to be held at an accessible, public place where the public may hear public officials and other speakers, where public officials may hear each other and all other speakers, and, in quasi-judicial matters, where public officials and the parties can see exhibits and other evidence. Given the lack of any constitutional or statutory definition of the word "meeting," coupled with the ability of modern technology to allow meetings to be attended by persons physically located in different countries, a plain language reading of the word would seem to allow meetings subject to the Sunshine Law to be conducted and attended electronically. Citizens could either watch remotely online or attend in person at the designated physical meeting place, wherein they could hear and — with video feeds — see each of their elected repre-

sentatives, who in turn could see the audience, as well as any documents or other items offered for the public body's consideration.

Attorney General Opinions Over Time

While successive attorneys general have, over the decades, given their best efforts to help guide a steady stream of public officials questioning the ability to remotely appear at meetings, their opinions have become inconsistent and, in the author's opinion, do not reach the correct legal conclusion. As early as 83-100 Op. Att'y Gen. (1983), Attorney General Jim Smith was asked by the Escambia County attorney if a county commissioner was permitted to attend a commission meeting via real-time telephonic means and to participate and cast votes when the other commissioners physically present at the meeting did. In his opinion, the attorney general analogized the meeting requirement to the need, in the public and corporate world, to obtain a quorum. Citing dictionaries and case authorities, some dating back to the 1930s discussing the need for a quorum, the attorney general opined:

The word "present" is generally defined as "being in view or at hand" which I take to mean physical presence. In order to constitute a quorum the requisite number of members must be actually present at the meeting and the requisite number cannot be made up by telephoning absent members and obtaining their vote over the phone.

Thus, even though his office had issued an informal opinion a year earlier (Inf. Op. to Bryan W. Henry, July 26, 1982) stating it was not a violation of the Sunshine Law for a hospitalized commissioner to vote by telephone during a televised meeting of a city commission, the attorney general concluded that, in the absence of statutory authority allowing for telephonic meetings, telephonic appearance and voting by public officials was not permitted. While lavishing attention on the meaning of the word "quorum" (a word that does not appear in the Sunshine Law), the opinion never attempts a statutory construction of the word meeting,

This formal opinion appears to be the first to create the "physical presence" standard of the Sunshine Law's meeting requirement.

Almost a decade later, Attorney General Robert Butterworth issued 92-44 Op. Att'y Gen. (1992) in response to an inquiry from the Hillsborough County attorney. There, the attorney general opined that the law did not prohibit a commissioner who was undergoing medical treatment from attending a commission meeting via voice and video feed, as well as participating and voting on mat-

ters, so long as a quorum of members was physically present. The attorney general noted that use of technology to conduct meetings was "once considered to be experimental and controversial, now commonplace," and the capability of communications technology had "dramatically improved" in its ability to allow for full remote participation in meetings. The opinion noted that the interactive technology to be used would allow for "extensive participation" by the remote commissioner, including the ability to see and hear all fellow commissioners

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CREDIT CARD PROCESSING FOR ATTORNEYS

and the audience. It also observed that the legislature, by adopting F.S. §120.53(6) (currently found at F.S. §120.54(5)(b)(2)), had even ordered all state agencies to draft plans to allow for electronic meetings by state officials and boards.

Amazingly, 92-44 Op. Att'y Gen. (1992) makes no mention of the physical presence standard established in 83-100 Op. Att'y Gen. (1983). Instead, the attorney general concluded that remote electronic attendance would be permitted if 1) a quorum of commissioners was physically present at the meeting, and 2) the remote commissioner was unable to attend due to medical condition. He further concluded that any "action taken by the commissioner would be presumptively valid" unless a court found otherwise. This opinion created the "sick + quorum" standard, used in subsequent opinions such as 94-55 Op. Att'y Gen. (1994) (city museum board member) and 98-28 Op. Att'y Gen. (1998) (school board member).

In 02-82 Op. Att'y Gen. (2002), Attorney General Richard Doran was asked whether physically disabled members of the Miami Beach Barrier-Free Environment Committee could appear and vote by electronic means. Following the "sick + quorum" standard, the attorney general sanctioned the electronic attendance. The opinion specifically recognized the argument that, since F.S. §120.54(5)(b)(2) allowed state agencies and their boards to meet and vote via electronic means *regardless* of physical ailments or disabilities, local and regional boards should be allowed the same option because the Florida Constitution addressed them all in the same paragraph discussing open meetings. However, the attorney general, quoting from 98-28 Op. Att'y Gen. (1998), opined:

While the convenience and cost savings of allowing members from diverse geographic areas to meet electronically might be attractive to a local board or commission such as a school board, the representation on a school board is local and such factors would not by themselves appear to justify or allow the use of electronic media technology in order to assemble the members for a meeting.

He also relied upon the city code's

requirement for a quorum (which applies to many state agency boards as well) to require physical presence absent illness or disability preventing physical attendance. In doing so, the attorney general made the wholly conclusory statement, "clearly, a quorum is required to conduct agency, board or committee business and the code *contemplates* the physical presence of board members at public meetings."²

Although this opinion rejected the logic (that if the people's right to open government as to state agencies and boards was satisfied by electronic appearance as provided for in F.S. §120.54(5)(b)(2), then the same technology should satisfy the same rights for local boards), such logic was not always so rejected by the attorney general. In fact, in 94-55 Op. Att'y Gen. (1994), Attorney General Butterworth advised the Miami Beach City Attorney that an out-of-state member of the Bass Museum board could appear and vote by speaker phone, even though the museum board was not a state agency. The attorney general went on to say the "board may look to the model rules promulgated pursuant to this statute for direction in conducting telephone meetings" as a way to ensure compliance with the Sunshine Law's meeting requirement.

In 2003-41 Op. Att'y Gen. (2003), the matter becomes even more clouded. There, Attorney General Charlie Crist was asked by the Tampa Human Rights Board if one of its members could attend electronically due, not to illness or medical condition, but to a regularly recurring scheduling conflict related to the member's business interests. The board confirmed that a quorum of its members would be physically present for meetings when the absent official would appear electronically. The attorney general concluded that since the statutes contemplated the physical presence of members, his office would consider telephonic appearances permissible only when a quorum was otherwise present and when absence was due to "extraordinary circumstances *such as illness*."³

This pretextual expansion of the

"sick + quorum" exception now contemplates other extraordinary circumstances that could justify remote appearances. Thus was born the "extraordinary circumstance + quorum" standard. In this case, was a scheduling conflict an extraordinary circumstance? Attorney General Crist ended his opinion by declining to opine, saying instead that the question was "a determination that must be made in the good judgment of the board."

The attorney general, in 06-20 Op. Att'y Gen. (2006), seems to back away from requiring any unique reason to be absent, such as illness, disability, or extraordinary circumstance. Instead, the Hillsborough County Metropolitan Planning Organization (MPO) was advised that it could use video links to link its citizens' advisory committee (CAC) with the CACs of other MPOs, as long as each committee had a physical quorum present. Of significant interest, this opinion states:

*The use of interactive electronic media to increase public participation in meetings and the use of such media to allow members of a board or commission to participate in a duly noticed public meeting does not necessarily raise Sunshine Law issues, but rather implicates the ability of an entity to conduct official business with a quorum.*⁴

This opinion, adopting the "any reason + quorum" standard, appears for the first time to acknowledge that the Sunshine Law simply does not define the term "meeting," and the reality of the modern world is that meetings can and do occur electronically. Noting the right the legislature gave state agencies and boards to meet electronically, the opinion encourages the MPO to seek legislative authorization that would allow regional boards spanning multiple counties to meet electronically.

In addition to establishing physical quorum as a criterion in determining whether a public official may electronically attend a meeting, the attorneys general have created an additional distinction with dubious logic. In 01-66 Op. Att'y Gen. (2001), Attorney General Butterworth was asked whether the Leesburg Regional Airport Authority could conduct work-

shop meetings and discussions over the Internet. Again, with no basis in statutory or constitutional authority, the attorney general concluded such meetings were permitted — but only if the entity provided “interactive Internet access” for citizens at private locations *and* made computers available for those citizens who did not have their own access at “designated places within the authority boundaries.” The opinion confirmed that, as long as no official action is to be taken, a physical quorum was not needed. The Attorney General’s Office followed its own advice in a November 29, 2005, informal opinion to the Monroe County Commission, wherein it acknowledged the county’s “unique geography spanning 120 miles connected by bridges” and five-hour round trip time for staff and commissioners and, thereafter, sanctioned the use of digital conferencing to conduct special meetings and workshops where no action would be taken.

This “workshop + access” line of opinions raises a larger question, which is outside the scope of this article, and that is: Has the judicial branch, in interpreting the Sunshine Law, expanded its reach beyond the actual wording of the law, since it only addresses “meetings at which official acts are to be taken”? If the matter were left there, one could assume workshops simply were not within the ambit of the Sunshine Law. However, the constitutional provision from which the statute is derived more broadly includes meetings where the public’s business is “transacted or discussed.” The Florida Supreme Court has, thus, observed that, “the intent of the Sunshine Law is to cover any gathering of the members of the [b]oard where the members deal with some matter on which foreseeable action will be taken by the [b]oard.”⁵ To the extent the constitutional language captures even discussions of future actions, there does not seem to be any legal basis for the distinction made between action meetings and workshop meetings.

Recently, Attorney General Bill McCollum had the opportunity to weigh in on the subject of remote

attendance and the Sunshine Law. In 09-56 Op. Att’y Gen. (2009), the Coral Gables Retirement Board inquired whether it could promulgate a rule allowing for remote attendance at its meetings via electronic means and further, allow for such electronic attendance to constitute a member’s presence for purposes of establishing a quorum. In framing the issue, the board noted its difficulty in obtaining participation by its members, many of whom were busy professionals with scheduling conflicts. The board also noted that each time it had to reschedule its out-of-town paid financial advisors, the city incurred significant expense. Significantly, the board made clear that the city code did not require *physical* presence to constitute a quorum for the retirement board.

This set of facts provided the Attorney General’s Office a prime opportunity to break away from its focus on quorums (a question actually never asked but continually invoked as support for past opinions) and confirm that the Sunshine Law, as written, simply does not prohibit electronic meetings. However, again basing his opinion on the asserted definition of quorum, Attorney General McCollum wrote, in 09-56 Op. Att’y Gen. (2009):

While I acknowledge that the City of Coral Gables ordinances creating the retirement board and empowering it do not contain language referring to the physical presence of a quorum of the members for the transaction of board business, I believe that the legislative requirement of a quorum and the designation of the number required to constitute a quorum argues for the physical presence of that number of board members at a meeting.

In so many words, this opinion seems to imply that regardless of how a local government seeks to establish what constitutes a quorum for its boards and commissions (including an affirmative statement that it may include persons appearing electronically), the attorney general will reflexively require a quorum of members to be physically present in order to authorize any other members to appear electronically.

Which View Is Right? Is There a Better Approach?

Clearly, the discussion above shows that even successive and eminent attorneys general could not come to terms with a consistent, statutorily based definition for what it means to meet under the Sunshine Law in the modern world of electronic communications. Nor do those opinions creating “sick + quorum,” “extraordinary circumstance + quorum,” “any reason + quorum,” or “workshop + access” exceptions cite to any constitutional or statutory authority to support them. The attorney general does not have the legal authority to create exceptions to the Sunshine Law, only the legislature does. So, was Attorney General Jim Smith correct in 1983 when he said quorum requires physical presence and, therefore, no public official may ever attend a Sunshine meeting unless he or she was physically present? Since neither the plain language of the statute nor the constitutional language upon which it is based discuss physical presence, it must be concluded Smith was not correct.

The term “quorum” is defined in *Webster’s New Universal Unabridged Dictionary* as “the number of members of a group or organization required to be present to transact business legally, usually a majority.”⁶ *Black’s Law Dictionary* says it is “the minimum number of members (usually a majority of all the members) who must be present for a deliberative assembly to legally transact business.”⁷ Neither of these definitions requires *physical* presence, just presence. As noted, most of the attorney general opinions call for the physical presence of a quorum, not just due to an overly broad reading of the word “quorum” as always requiring physical presence, but because the courts have not yet weighed in on the question, and votes cast by officials appearing electronically may be found by a future court to be void. In essence, the opinions are hedging the bet, relying on the fact that even if the courts ultimately find electronic attendance unavailable, at least a quorum is physically present to sustain the action taken. For instance, in 03-41 Op.

Att'y Gen. (2003), reviewed earlier, Attorney General Crist noted his concerns "about the validity of official actions taken by a public body when less than a quorum is present." But setting aside this second question, the logic of the opinions falls apart when one looks at the body of law interpreting *violations* of the Sunshine Law.

The courts have made it clear that when two or more members of a Sunshine-governed body communicate with each other on official business — regardless of how they communicate — they *are* having a meeting for Sunshine Law purposes, and such meeting violates the act by failing to provide notice and/or to meet at a public place.⁸ So, while some specific statute or a board's or commission's own procedural rules may define "quorum" as physical presence of a minimum number of members, the Sunshine violation cases clearly indicate that a Sunshine meeting *can* occur between two members via electronic means. By logical extension, had those two or more members only complied with the Sunshine Law's public notice and access requirements, they would not have violated that law by meeting outside the sunshine.

As to the need for actual physical presence, it has been made clear that two or more members using phone, Web sites, e-mails, or text messages to communicate on government business, without proper notice and public access, are conducting a meeting in violation of the Sunshine Law's notice and public access requirements.⁹ In holding that such electronic communications when elected officials are not physically present with each other constitute Sunshine meetings, these authorities seem to be directly at odds with the attorney general opinions reviewed earlier asserting that Sunshine meetings may not be held electronically, at least not without a quorum physically present in a room. And, if the law is to be applied uniformly with only the legislature empowered to authorize exceptions, on what authority does the attorney general find it appropriate to attend meetings telephonically just because a commissioner is ill?

It should be clear to anyone study-

ing the current state of affairs that this less than consistent and legally questionable body of attorney general opinions is not the best way to ensure that the public's constitutional Sunshine rights are preserved. Conversely, substituting a series of court opinions on the topic of electronic appearance at Sunshine meetings would likely exchange one confused and uncertain body of law for another. The obvious solution to this entire matter is for the Florida Legislature to finally take this matter up and bring clarity to what is and is not authorized.

To be sure, the pressures on the legislature in taking up this matter would be significant. On the one hand, if it embraces modern technology, as it did with its state agencies and boards, and allows for electronic meetings, the legislature may face criticism from citizens and open government groups. If instead, it abrogates the baseless distinctions and exceptions created by the attorney general opinions and simply requires physical attendance for all Sunshine-covered meetings, elected and appointed officials who currently benefit from those options will be displeased. Of course as a middle ground, the legislature could adopt some version of the exceptions created by the attorney general opinions, authorizing remote attendance when a quorum is present and allowing completely electronic attendance for meetings, such as workshops, where no action will be taken. Whatever the policy decisions made by the legislature, the time has come for that policy-making body to provide greater detail and guidance to local and regional boards and commissions and their attorneys as to what, if any, limits should be placed on electronic Sunshine meeting attendance.

Although the author does not advocate less open government, in an era where technology allows for corporate boards to meet across continents and presidents to confer simultaneously with military commanders and diplomats from around the world, allowing technology to help open government while using fewer precious resources seems like a positive policy move, particularly given the legislature's

blessing of remote meeting technology for its own boards and agencies. Nevertheless, the current bottom line is that until the legislature provides statutory clarification or definition of the word "meeting" to require physical presence, or alternatively confirms the availability of remote electronic participation, the plain reading of the statute is that a meeting is a meeting, whether members are present in physical form or via modern communication technology. Thus, attendance by any number of the members of a Sunshine body via electronic means does not violate the plain language of the statute as written. □

¹ FLA. STAT. §286.011(1).

² 02-82 OP. ATT'Y GEN. (2002) (emphasis added).

³ 03-41 OP. ATT'Y GEN. (2003) (emphasis added).

⁴ 06-20 OP. ATT'Y GEN. (2006) (emphasis added).

⁵ *Frankenmuth Mutual Ins. Co. v. Magaha*, 769 So. 2d 1012, 1021 (Fla. 2000).

⁶ WEBSTER'S NEW UNIVERSAL UNABRIDGED DICTIONARY 1538 (2003).

⁷ BLACK'S LAW DICTIONARY 1284 (8th ed. 2004).

⁸ See *City of Sunrise v. News and Sun Sentinel Co.*, 542 So. 2d 1354 (Fla. 4th D.C.A. 1989); *Hough v. Stenbridge*, 278 So. 2d 288 (Fla. 3d D.C.A. 1973); *City of Miami Beach v. Berns*, 245 So. 2d 38 (Fla. 1971); and *Wolfson v. State*, 344 So. 2d 611 (Fla. 2d D.C.A. 1977). See also 93-79 Op. ATT'Y GEN. (1993) (discussion among two members a Sunshine violation).

⁹ See *State v. Childers*, 886 So. 2d 229 (Fla. 1st D.C.A. 2004) (per curiam affirming opinion of trial court finding telephone conversation between two commissioners and supervisor of elections regarding redistricting was Sunshine meeting where notice and public access had not been provided); see also 01-20 OP. ATT'Y GEN. (2001) (e-mail exchanges may be Sunshine meetings if ideas are exchanged); 08-07 OP. ATT'Y GEN. (2008) (use of private Web sites, blogs, or message boards by commissioners to exchange ideas is a Sunshine meeting requiring notice and public access).

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This article is submitted on behalf of the City, County and Local Government Law Section, James L. Bennett, chair, and Jewel W. Cole, editor.

EXHIBIT B

PROPOSED CHANGES TO SFRTA BYLAWS TO ADDRESS QUORUM

4.11. QUORUM. A simple majority of the Board shall constitute a quorum, and the vote of a majority of those members physically present is necessary for the Board to take any action, except as indicated herein. A vacancy on the Board shall not impair the right of a quorum of the Board to exercise all of the rights and perform all of the duties of the Authority.

5.10. COMMITTEE QUORUM. The quorum for committee meetings shall be a number equal to a simple majority of the members of the committee. The vote of a majority of those regular members present (whether physically present or attending by telephone) is necessary for the committee to take any action. A vacancy on the committee shall not impair the right of a quorum of the committee to exercise all of the rights and perform all of the duties of the committee.

However, in the event a committee has been delegated decision-making authority by the Board, the committee shall follow the Board's quorum requirements in Section 4.11 (i.e. the quorum must be physically present at the committee meeting).

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**
(SFRTA)

BY-LAWS

AMENDED February 26, 2010



Members of the SFRTA Board

Commissioner Jeff Koons, Chair
Commissioner Bruno Barreiro, Vice Chair

Alice Bravo
James A. Cummings
Marie Horenburger
Felix Lasarte
Commissioner Kristin Jacobs
George Morgan, Jr.
F. Martin Perry

Executive Director

Joseph Giulietti

General Counsel

Teresa J. Moore

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

**BY-LAWS OF THE
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

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ARTICLE I - THE AUTHORITY

1.1. NAME OF THE AUTHORITY. The name of the Authority shall be the "South Florida Regional Transportation Authority". The Authority shall do business under the names "South Florida Regional Transportation Authority", "Regional Transportation Authority", "SFRTA", "Tri-Rail" and/or any other fictitious names the Authority may file with the State of Florida Secretary of State's office. The Authority shall in its discretion use any approved fictitious name, including any of those mentioned above, separately or in any combination thereof.

1.2. SEAL OF THE AUTHORITY. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

1.3. OFFICE(S) OF THE AUTHORITY. The office(s) of the Authority shall be located at such place(s) as the members of the Authority may designate from time to time.

1.4. GOVERNANCE OF THE AUTHORITY. The powers of the Authority shall be vested in the members thereof, who shall comprise its governing body. The governing body of the Authority shall consist of up to nine (9) members (the "Board"). All members of the Board shall be voting members. The members shall consist of: (a) one county commissioner from each county (Miami-Dade, Broward and Palm Beach), as appointed by the respective county commission; (b) one citizen representative (who is a non-commissioner, resident and qualified elector of the appointing county) from each county (Miami-Dade, Broward and Palm Beach), as appointed by the respective county commission; (c) one appointee of the Secretary of the Florida Department of Transportation (a district secretary or his or her designee from the districts within the area served by the Authority); and (d) two citizen appointees of the Governor (residents and qualified electors of the Authority's service area, but not of the same county and not of the same county as the district secretary appointee).

In the event the Authority's service area is expanded by the procedure outlined in Section 343.54(5), F.S., the following members shall be added to the Board: (a) one county commissioner from the added county, as appointed by that county commission; (b) one citizen representative from the added county (non-commissioner, resident and qualified elector of appointing county), appointed by that county commission; and (c) one citizen appointee of the Governor (resident, qualified elector and who is not a member of that county commission).

Board members are entitled to receive from the Authority their travel and other necessary expenses incurred in connection with the business of the Authority as provided by law, but they may not draw salaries or other compensation.

1.5. GENERAL POWERS AND DELEGATION OF AUTHORITY. The Board shall be the policy making entity of the Authority. Except as provided by Chapter 343, Florida Statutes, as amended, and as otherwise prescribed from time to time by applicable law, the power of the Authority shall be exercised by or under the authority of,

and the business and affairs of the Authority shall be managed under the direction of the Board. The Executive Director and staff of the Authority shall be responsible for carrying out the policies established by the Board and for the day-to-day management of the Authority. The Board may delegate to one or more of its members, agents or employees such of its power as it deems necessary to carry out its purposes.

1.6. BUDGET DEVELOPMENT AND AMENDMENT PROTOCOL. Each year, on or before the second month prior to the end of the fiscal year, the Executive Director shall cause to be delivered to each member of the Board a proposed budget of the Authority for the ensuing fiscal year. The proposed budget shall encompass all operations and maintenance, administrative and capital expenditures expected to be made by the Authority in the ensuing fiscal year. The Executive Director shall cause the proposed budget to be presented in such format as he or she shall determine to be necessary or appropriate in order to inform the Board as to the nature of anticipated expenditures. The Executive Director shall follow a similar procedure for adoption of budget amendments, except that they can be proposed at any time during the fiscal year.

ARTICLE II - PURPOSES AND POWERS

2.1. PURPOSES. The purposes of the Authority shall be as prescribed by Chapter 343, Florida Statutes, as amended, and as otherwise prescribed from time to time by applicable law.

2.2. POWERS. The powers of the Authority shall be as prescribed by Chapter 343, Florida Statutes, as amended, and as otherwise prescribed from time to time by applicable law.

ARTICLE III - OFFICERS, EMPLOYEES AND AGENTS

3.1. OFFICERS GENERALLY. At its initial meeting, the Board shall elect from its members a Chair (the "Chair") and a Vice Chair (the "Vice Chair"), each to serve until the end of the current fiscal year. At the end of the fiscal year and each fiscal year thereafter, the Board shall elect a new Chair and Vice Chair and each shall serve for a one (1) year term. Such election shall occur at either the last regularly scheduled meeting of the Board prior to the end of the Chair and Vice Chair's term or at a meeting called for that purpose.

Each officer of the Board shall hold office until a successor has been duly appointed, or until an earlier resignation, removal from office in accordance with applicable law or death.

3.2. CHAIR. The Chair shall call, and preside at, all meetings of the Board at which he or she is present and shall be interested in all affairs of the Authority. The Chair shall preserve strict order and decorum at all meetings of the Board. Except as otherwise authorized by resolution of the Board or these By-laws, the Chair may sign all contracts, deeds and other instruments on behalf of the Authority.

3.3. VICE CHAIR. The Vice Chair shall perform the duties and exercise the powers of the Chair in the absence or incapacity of the Chair. In case of the resignation, removal or death of the Chair, the Vice Chair shall perform the duties and exercise the powers until such time as the Board shall elect a new Chair pursuant to Section 3.8.

3.4. CHAIR PROTEM. In the absence or incapacity of the Chair, Vice Chair, and immediate past Chair, the members of the Board in attendance at any meeting may elect a Chair Protem for the purpose of presiding at such meeting, and the Chair Protem shall perform the duties of the Chair at such meeting. Upon the arrival of the Chair or the Vice-Chair, the Chair Protem shall relinquish the chair.

3.5. SECRETARY. The Executive Director shall serve as Secretary to the Board. The Secretary or his or her designee shall:

(a) accurately keep all the minutes of the meetings of the Board and its committees and such other records of the official business of the Authority as the Board shall require;

(b) prescribe for the Board any required publication notices, agreements, resolutions or By-law amendments;

(c) maintain and make available for public inspection an indexed file containing copies of these By-laws, every adopted resolution and agreement and every adopted amendment or notification of any of the foregoing; and

(d) except as may be otherwise provided by resolution of the Board, have the power to attest the seal of the Authority, but neither application of the seal of the Authority nor attestation of the seal by the Secretary shall be necessary to the effectiveness of any contract, deed or other instrument made by the Authority.

3.6. VACANCIES. Should any of the offices held by members of the Board become vacant, the members shall elect a successor at the earliest practicable opportunity. If any officer of the Board shall vacate such membership, such member shall be deemed to have vacated his or her position as officer as well.

3.7. ABSENCES. The Executive Director shall notify the Board of any members who were absent for three (3) regularly scheduled meetings during the current fiscal year. A Board member who also serves as an officer shall be deemed to have resigned from his/her duties as officer upon the three absences.

3.8. EMPLOYEES AND AGENTS GENERALLY. The Board shall employ an executive director (the "Executive Director") as it may require and shall determine the qualifications and fix the compensation of such person. The Board may retain such attorneys, including General Counsel to the Board, auditors and consultants as it may require and shall determine the qualifications and fix the compensation of such persons, firms or corporations.

3.9. EXECUTIVE DIRECTOR

The Executive Director shall be chosen on the basis of qualifications required by a job description to be prepared by the Board. The Executive Director shall serve at the will of the Board. Appointment and dismissal of the Executive Director shall require an affirmative vote by a majority vote of the entire Board and a written resolution and/or motion. The Executive Director shall not be engaged in any other business or employment during his or her employment as Executive Director and shall be a full-time employee.

By letter filed with the Authority, the Executive Director, or failing that, the Board, may designate a qualified Authority staff employee to exercise the powers and perform the duties of the Executive Director during any temporary absence or disability of the Executive Director. The Board may appoint a person to perform the duties of the Executive Director during any suspension, vacancy or prolonged absence from that position.

Subject to the general control of the Board and the supervision, direction, coordination, consent and approval of the Board, the duties and powers of the Executive Director shall be to:

- (a) report to all members of the Board, respond to all inquiries of Board members, carry out the directives of the Board and conduct investigations necessary to respond to inquiries of Board members;
- (b) act as the chief administrative and operating officer of the Authority, including being responsible to the Board for the proper administration and day-to-day operations of the Authority placed in the Executive Director's charge by and under these By-laws, except where prohibited by the Constitution and Laws of Florida;
- (c) manage the properties and business of the Authority and its employees;
- (d) plan and implement programs in furtherance of the Authority's objectives, goals and policies, as from time to time established by the Board;
- (e) manage the personnel matters of the Authority, including approval of a personnel policy, recruitment, selection, appointment, assignment, transfer or promotion and demotion, discharge or other discipline for cause of the employees of the Authority in accordance with all applicable laws and regulations;
- (f) provide leadership for the employees of the Authority;
- (g) serve as liaison to and representative of the Authority in connection with intergovernmental relations with local, state and federal governmental bodies, and civic and community affairs and other external matters;
- (h) in accordance with all laws of the state, faithfully execute all agreements, resolutions and orders of the Board;

(i) submit an annual comprehensive budget to the Board, as required by Section 1.6 of these By-laws, and budget amendments, as necessary;

(j) with written concurrence of General Counsel, have the authority to settle all legal claims against Authority up to an amount of Twenty Five Thousand (\$25,000.00) Dollars. All settlement of claims over this amount shall be approved by the Board. All settlement of claims will be reported to the Board at the Authority's monthly meetings;

(k) except as otherwise authorized by the Board and its policies and rules, and pursuant to applicable law, the Executive Director may sign all contracts, deeds and other instruments made by the Authority and may approve and sign without Board approval all contracts, deeds and other instruments with a value of Twenty Five Thousand (\$25,000.00) or less;

(l) make regular monthly reports to the Board on Authority matters and keep the Board fully advised on the financial condition and future needs of the Authority and make such recommendations concerning Authority affairs as deemed desirable by the Executive Director;

(m) provide for the books or records of Authority to undergo an annual fiscal audit and submit the results to the Board;

(n) develop and approve policies and procedures in accordance with the Authority's rules and procedures or in accordance with delegated authority from the Board;

(o) consolidate, eliminate or create any Authority departments and reassign related functions as he or she may determine to be in the best interests of the Authority, unless otherwise directed by the Board; and

(p) perform such other powers or duties as are required by these By-laws, the Board or as may be prescribed by the Board and as specified in his or her employment agreement with Authority.

3.10. GENERAL COUNSEL

The General Counsel shall be chosen on the basis of qualifications required by a job description to be prepared by the Board. The General Counsel shall serve at the will of the Board. Appointment and dismissal of the General Counsel shall require an affirmative vote by a majority vote of the entire Board and a written resolution and/or motion. The General Counsel shall not be engaged in any other business or employment during his or her employment as General Counsel and shall be a full-time employee.

By letter filed with the Authority, the General Counsel, or failing that, the Board, may designate a qualified Authority staff employee to exercise the powers and perform the duties of the General Counsel during any temporary absence or disability of the

General Counsel. The Board may appoint a person to perform the duties of the General Counsel during any suspension, vacancy or prolonged absence from that position.

Subject to the general control of the Board and the supervision, direction, coordination, consent and approval of the Board, the duties and powers of the General Counsel shall be to:

(a) report to all members of the Board, respond to all inquiries of Board members, carry out the directives of the Board and conduct investigations necessary to respond to inquiries of Board members;

(b) act as the chief legal counsel of the Authority, address all legal issues that arise, be responsible to the Board for the proper administration and day-to-day operations of the SFRTA Legal Department placed in the General Counsel's charge by and under these By-laws, except where prohibited by the Constitution and Laws of Florida;

(c) address the legal issues of the Authority and its employees;

(d) administer all legal services contracts and consultants;

(e) manage the Legal Department, including supervision of other attorneys and legal staff, preparing department budget, recruitment, selection, appointment, assignment, transfer or promotion and demotion, discharge or other discipline for cause of the employees of the Authority's Legal Department in accordance with all applicable laws and regulations;

(f) assist the SFRTA Governing Board and the Executive Director in connection with intergovernmental relations with local, state and federal governmental bodies, and civic and community affairs and other external matters;

(g) in accordance with all laws of the state, faithfully execute all agreements, resolutions and orders of the Board;

(h) submit an annual comprehensive legal budget to the Board along with the budget submittal required by Section 1.6 of these By-laws, and budget amendments, as necessary;

(i) keep the Board fully advised on the legal issues of the Authority and make such recommendations concerning Authority affairs as deemed desirable by the General Counsel;

(j) perform such other powers or duties as are required by these By-laws, the Board or as may be prescribed by the Board and as specified in his or her employment agreement with Authority.

ARTICLE IV - AUTHORITY MEETINGS

4.1. MEETINGS GENERALLY. Meetings shall be regular, special or emergency. Notice of all meetings shall be given in the manner required by applicable law and these By-laws. Public access to all meetings shall be afforded in the manner required by applicable law, and when not inconsistent therewith, the provisions of Article IV of these By-laws. The Chair shall call all meetings in its discretion, except that the Chair shall be required to call a special meeting if requested to do so in writing executed by one less than a majority of the members. To the extent not inconsistent with these By-laws or with applicable law, all meetings shall be conducted in accordance with Roberts Rules of Order Newly Revised and other rules of procedure as adopted by the Board from time to time. All voting shall be by voice or roll call vote, at the discretion of the Chair, unless a member shall require a roll call, in which case the Chair shall require that the roll be called and the vote of each member entered in the minutes. All meetings of the Authority shall be recorded.

4.2. REGULAR MEETINGS. Regular meetings shall be held monthly, preferably the fourth Friday of each month, at whatever time of day is convenient for the Board, except that the Chair may determine not to hold a regular meeting in any particular month if he or she determines that it is unlikely that a quorum of the members will be available during that month or that the business and affairs of the Authority will not be affected adversely if no such meeting is held.

When the day fixed for any such regular meeting falls on a day designated by law as a legal holiday, such meeting shall be postponed or canceled by the Chair. Regular, special or emergency meetings may be otherwise postponed or canceled by resolution or motion adopted at a regular meeting by a majority of the Board members present. All regular meetings shall be held in such a place as may be approved by resolution or motion adopted at a regular meeting by a majority of the Board members present. When the agenda of the meeting has not been concluded, the Board shall either set a time certain for the conclusion of the scheduled order of business, or else by majority vote set such unfinished agenda items over to the next scheduled meeting.

4.3. REGULAR MEETING AGENDAS. The preliminary agenda of regular meetings shall be prepared by the Executive Director and shall include the following items: call to order, roll call, comments from the public, approval of minutes, Executive Director's report, General Counsel's report, committee reports (if applicable), action items, discussion items, informational items, announcements and adjournment. Each Board member, the Executive Director or the General Counsel may place an item on the agenda for discussion or action. The Executive Director shall provide a copy of each item upon which action is to be taken, including the text of each proposed resolution of the Board, to each member of the Board not less than four (4) calendar days prior to the regular meeting at which a vote is to be taken thereon. A member may request an action item to be tabled if the provisions of the preceding sentence have not been complied with. Unless a member requests that an action item be so tabled before the Board takes action thereon, such non-compliance shall be deemed waived. Any amendment to the agenda

made within four (4) calendar days of the regular meeting shall be approved, in writing, by the Chair, by a majority of the Board or by the Executive Director at the meeting, subject to Board approval.

A copy of the agenda shall be posted on the Authority's website not less than four (4) calendar days prior to the Board meeting.

4.4. NOTICE OF REGULAR MEETINGS. The Authority shall publish notice of its regular Board meetings or workshops in: (1) the Florida Administrative Weekly; (2) the Authority's website; (3) at least one (1) local newspaper of general circulation throughout some or all of the Authority's service area; and (4) the office of the Authority and/or in such other location or locations and/or by such other method or methods as the Chair shall determine to be appropriate. All other public meetings, hearings and workshops shall be published, at a minimum, in the locations specified by items (1), (2) and (4) above. The notice shall be published not less than seven (7) days before the event. The notice shall include a statement of the general subject matter to be considered, the date, time and place of the regular meeting and the address where interested persons may obtain a copy of the agenda for such regular meeting. The Executive Director shall provide a copy of the agenda, subject to amendments and subject to the provisions herein, for each regular meeting to each member not less than four (4) calendar days prior to such regular meeting. In addition, the Executive Director shall make a copy of such agenda available at the office of the Authority not less than four (4) calendar days prior to such regular meeting. The failure of a member of the Board to receive any such notice properly given shall not affect the legality of a meeting if a quorum is in attendance.

4.5. SPECIAL MEETINGS. Business transacted at a special meeting shall be limited to the business designated in the call of the meeting.

4.6. NOTICE OF SPECIAL MEETINGS. Notice of special meetings shall be the same as for regular Board meetings (see Section 4.4).

4.7. EMERGENCY MEETINGS. Business transacted at an emergency meeting shall be limited to the business designated in the call of the meeting which business shall be on account of any emergency. An "emergency" is defined as any situation that may constitute an immediate danger to the public health, safety or welfare and that requires immediate consideration by the Board. Emergency meetings may be called by the Chair, Vice Chair or Executive Director.

4.8. NOTICE OF EMERGENCY MEETINGS. The Authority shall give at least one (1) day's public notice of any emergency meeting by posting such notice in any or all of the following: a local newspaper with general circulation in the Authority's service area; the Authority's website; the office of the Authority; and/or in such other location or locations and/or by such other method or methods as the Chair shall determine to be appropriate. Such notice shall also be delivered to the home or business address of each member of the Board not less than twelve (12) hours prior to such emergency meeting. Each such notice shall state the date, time and place of the emergency meeting and the purpose for which such emergency meeting has been called. The failure of a

member of the Board to receive any such notice properly delivered shall not affect the legality of a special meeting if a quorum is in attendance.

4.9. SPECIAL AND EMERGENCY MEETING AGENDAS. The preliminary agenda of special or emergency meetings shall be prepared by the Executive Director and shall include the specific items which are the subject of the meeting, which may be items on a regular agenda. Each Board member, the Executive Director or the General Counsel may place an item on the agenda for discussion or action. The Executive Director shall provide a copy of each item upon which action is to be taken, including the text of each proposed resolution of the Board, subject to change and subject to the provisions herein, to each member of the Board not less than two (2) calendar days, if for a special meeting, and not less than twelve (12) hours, if for an emergency meeting, prior to the meeting at which a vote is to be taken thereon. A member may request an action item to be tabled if the provisions of the preceding sentence have not been complied with. Unless a member requests that an action item be so tabled before the Board takes action thereon, such non-compliance shall be deemed waived. Any amendment to the agenda made within two (2) calendar days of the special meeting or within twelve (12) hours of the emergency meeting, shall be approved, in writing, by the Chair, by a majority of the Board or by the Executive Director at the meeting, subject to Board approval.

A copy of the agenda shall be posted on the Authority's website not less than two (2) calendar days, if for a special meeting, and not less than twelve (12) hours, for an emergency meeting.

4.10. NON-AGENDA MATTERS. Non-agenda matters shall be confined to items that cannot be addressed in a timely manner as an agenda item at a subsequent meeting or items that are informational only. Such matters may be raised only by majority vote of the entire Board.

4.11. QUORUM. A simple majority of the Board shall constitute a quorum, and the vote of a majority of those members physically present is necessary for the Board to take any action, except as indicated herein. A vacancy on the Board shall not impair the right of a quorum of the Board to exercise all of the rights and perform all of the duties of the Authority.

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Should no quorum attend within thirty (30) minutes after the hour appointed for the meeting of the Board, the Chair or the Vice Chair, or, in their absence, the Executive Director or his/her designee, may adjourn the meeting until the next day, unless by unanimous agreement those members present select another hour or day.

Any member of the Board who announces a conflict of interest on a particular matter or in the proceedings related to that matter shall be deemed present for the purpose of constituting a quorum.

4.12. VOTING. The vote upon any resolution, motion or other matter may be by voice vote, provided that the Chair or any Board member may require a roll call vote

to be taken. Upon every roll call vote, the names of the Board members shall be called alphabetically, except that the name of the presiding officer shall be called last.

4.13. RECONSIDERATION. An action of the Board may be reconsidered only at the same meeting at which the action was taken or at the next regular meeting thereafter. A motion to reconsider may be made only by a Board member who voted on the prevailing side of the question and must be concurred in by a majority of those present at the meeting. A Board member who was absent at the time a vote was taken shall be deemed to be on the prevailing side.

A motion to reconsider shall not be considered unless at least the same number of members are present as participated in the original vote under consideration. Adoption of a motion to reconsider places the issue being reconsidered in the exact position it occupied the moment before it was voted on originally.

4.14. RENEWAL. Once action is taken on a proposed resolution or motion, neither the exact same resolution or motion nor its repeal or rescission may be brought before the Board again during the six (6) month period following the said action (subject to the provisions of Section 4.12 above), unless a majority of the members of the Board present vote for renewal.

4.15. READING MINUTES. Unless a reading of the minutes of a meeting is requested by a majority of the Board, such minutes, when approved by the Board shall be considered approved without reading.

4.16. ADDRESSING BOARD, MANNER, TIME. Any person, other than salaried members of Authority staff, attorneys or consultants, who addresses the Board shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes: (a) name; (b) address; and, if requested by any Board member, may be required to state:

1. Whether they speak for themselves, a group of persons, or a third party, and, if the speaker represents an organization, whether the view expressed by the speaker represents an established policy of the organization approved by its governing council;
2. Whether the speaker is being compensated by the person or persons for whom he or she speaks; and
3. Whether the speaker or any member of his or her immediate family has a personal financial interest in the pending matter, other than that set forth in paragraph 2 above.

The speaker shall limit remarks to three (3) minutes, unless the presiding officer or a majority of those members of the Board present shall approve a longer or shorter time limitation. All remarks shall be addressed to the Board as a body and not to any

member thereof. No person, other than Board members and the person having the floor, shall be permitted to enter into any discussion, either directly or through a Board member, without the permission of the presiding officer.

4.17. DECORUM. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Board shall be barred by the presiding officer from further audience before the Board, unless permission to continue or again address the Board be granted by the majority vote of the Board members present.

4.18. RESOLUTIONS, MOTIONS, CONTRACTS.

(a) APPROVAL OF DOCUMENTS BY GENERAL COUNSEL: To the extent possible, all resolutions and documents, before presentation to the Board, shall be reduced to writing and shall be approved as to form by the General Counsel.

(b) ACTIONS TO BE TAKEN BY WRITTEN OR VERBAL RESOLUTION OR MOTION OF THE BOARD: The adoption of the annual budget, amendments to these By-laws, or the appointment or dismissal of the Executive Director shall require a majority vote of the entire Board and a written resolution and/or motion. All other actions shall require a majority of the attending quorum. Whenever action cannot be taken because the vote of the Board members has resulted in a tie, the status quo shall continue in effect and the proposed resolution or motion that produced the tie vote shall be removed from the agenda without prejudice to its reintroduction on a de novo basis at a later time; provided that when action or a resolution pertaining to quasi-judicial matters results in a tie vote, such resolution shall be carried over to the next regularly scheduled meeting for the consideration of such quasi-judicial matters unless a majority of the Board, as present, designate a different time for such reconsideration.

4.19. ADJOURNMENT. A motion to adjourn shall be passed by a majority vote of the quorum present at the end of the meeting; all unfinished agenda items shall either be moved to be heard at a time certain if the meeting is to be continued the following day(s) or moved to be heard at the next regularly scheduled Board meeting, subject to Section 4.2.

4.20 MEETINGS CONDUCTED BY COMMUNICATIONS MEDIA TECHNOLOGY. At the discretion of the Chair, the Authority may conduct a regular, special, or emergency meeting by using the electronic transmission of audio or video, hereinafter referred to as "Communications Media Technology." Such a meeting may only be held if a quorum is physically present at the meeting location. Prior to the conduct of a meeting by Communications Media Technology, notice of the meeting shall be given as otherwise required by these By-laws and by applicable law, except that such notice shall plainly state that the meeting is to be conducted by means of or in conjunction with Communications Media Technology and shall identify the specific type of Communications Media Technology to be used. The notice shall also describe how interested persons may attend and shall contain the address or addresses of all designated places where a person interested in attending the meeting may go for purposes of attending the meeting. The places so designated in the notice shall be open to the public during the meeting. If during the course of a meeting held by Communications Media

Technology, technical problems develop with the Communications Media Technology that prevent interested persons from attending the meeting, the meeting shall be recessed until such problems have been corrected.

ARTICLE V – COMMITTEES AND TASK FORCES

5.1. COMMITTEES GENERALLY. Committees of the Authority shall be standing, special or advisory and task forces shall be appointed by the Board either by resolution or by amendment to the By-laws. The standing committees are described in Section 5.413 of these By-laws and the standing task forces in Section 5.14 of these By-laws. The Board may create or dissolve one or more special committees or task forces from time to time at its discretion. The Board shall appoint or re-appoint members to standing committees, as outlined herein. The Board shall appoint members to special and advisory committees or task forces at its discretion and may designate from among the members of each special or advisory committee or task force a committee or task force chair. The Secretary of the Board, or his or her designee, shall act as secretary to each committee or task force. Standing, special and advisory committees and task forces shall have the powers set forth in these By-laws and as otherwise conferred by the Board and shall report to the Board. All such committees and task forces shall be governed by these By-laws. Any references in the By-laws to “committees” and their related responsibilities, obligations, etc. shall apply to any task force, unless otherwise determined by the Board.

The Board, at its option, may approve the appointment of alternates to the Committee. Each alternate shall be permitted to vote in place of the alternate’s designated committee member when such member is not present at a committee meeting.

All non-Authority employees on committees shall be volunteers and shall serve without compensation at the will of the Board. Each committee shall elect its own chair, unless otherwise directed by the Chair or these By-laws.

Except for those committees with specific delegated authority from the Board; (i) committees shall have no authority to act or obligate the Authority, or its officials, in any manner; (ii) committees may create subcommittees as they deem appropriate on either an ad hoc or ongoing basis; (iii) no committee shall issue a press release or make statements to the media; and (iv) after every committee meeting, the chair of a committee shall report to the Executive Director, prior to the next regularly scheduled meeting of the Board, and to the Board, at its next regularly scheduled meeting.

Committee members shall avoid any conflict of interest (this shall not apply to agreements entered into between the Authority and other governmental agencies whose representatives may serve on Authority committees) and prevent the appearance of undue influence. Committee members shall be governed by the same conflict of interest laws and regulations that apply to Board members.

The following shall result in termination of a committee member: (i) at the request of the Board or the nominating member (in the case of the Citizens’ Advisory Committee); (ii)

conduct which conflicts with the objectives and policies of the Authority, as determined by the Board; (iii) absence from three (3) consecutive scheduled meetings without valid cause, or (iv) resignation. Items (ii) and (iii) do not apply if a committee member is also a Board member.

5.2. COMMITTEE CHAIRS. Subject to Section 5.4 of these By-laws, each committee chair shall call, and preside at, all meetings of the committee that he or she chairs and shall be interested in all affairs of the committee. In the event the committee chair is not present, the committee shall elect a chair protem for that meeting.

5.3. COMMITTEE MEETINGS GENERALLY. Committee meetings shall be either regular or special. Notice of all committee meetings shall be given in the manner required by applicable law. Public access to all meetings shall be afforded in the manner required by applicable law, and when not inconsistent herewith, the provisions of Sections 5.8 and 5.10 of these By-laws. The committee chair shall call all meetings in its discretion, except that the committee chair shall be required to call a special meeting if requested to do so in a writing executed by one less than a majority of the members of the committee. The committee chair shall determine the time and place of all meetings. To the extent not inconsistent with these By-laws or with applicable law, all meetings shall be conducted in accordance with Roberts Rules of Order Newly Revised. All voting shall be by voice or roll call vote, at the discretion of the committee chair, unless a member shall require a roll call, in which case the committee chair shall require that the roll be called and the vote of each member entered in the minutes.

5.4. REGULAR MEETINGS OF COMMITTEES. Regular meetings of committees shall be held not less often than bi-monthly, except that: (i) regular meetings of committees shall be held with such frequency as the Board shall determine or as specified by the By-laws, and (ii) the committee chair of each committee may determine not to hold a regular meeting if he or she determines that it is unlikely that a quorum of the members will be available at any time during the period when such meeting is otherwise required to be held or that the business and affairs of the committee will not be affected adversely if no such meeting is held.

5.5. REGULAR COMMITTEE MEETING AGENDAS. The agenda for a regular committee meeting, subject to change and subject to the provisions herein, shall be prepared by the Executive Director, or his or her designee, in consultation with the committee chair. Each committee member, the Executive Director or the General Counsel may place an item on such committee agenda for discussion or action. The Executive Director shall provide a copy of such agenda, including each item upon which action is to be taken, including the text of each resolution proposed for recommendation to the committee, to each committee member not less than four (4) calendar days prior to the regular committee meeting at which a vote is to be taken thereon. A committee member may request an action item to be tabled if the provisions of the preceding sentence have not been complied with. Unless a committee member requests that an action item be so tabled before the committee takes action thereon, such non-compliance shall be deemed waived. An amendment to the agenda made within four (4) calendar days of the regular meeting shall be approved, in writing, by the committee chair, by a

majority of the committee or by the Executive Director at the meeting, subject to committee approval.

5.6. NOTICE OF REGULAR COMMITTEE MEETINGS. The notice requirement shall be the same as for regular Board meetings (see Section 4.4). The Executive Director shall provide a copy of the agenda, subject to change and subject to the provisions herein, for each regular committee meeting to each committee member not less than four (4) calendar days prior to such regular committee meeting. In addition, a copy of such agenda shall be made available at the office of the Authority not less than four (4) calendar days prior to such regular committee meeting. The failure of a Board member to receive any such notice properly given shall not affect the legality of a special committee meeting if a quorum is in attendance.

5.7. SPECIAL MEETINGS OF COMMITTEES. Business transacted at a special meeting of a committee shall be limited to the business designated in the call of the meeting unless all of the members of the committee shall be present at such special meeting, in which event any and all business of the committee may be transacted at such special meeting.

5.8. SPECIAL COMMITTEE MEETING AGENDAS. The agenda of special committee meetings, subject to change and subject to the provisions herein, shall be prepared by the Executive Director, or his or her designee, in consultation with the committee chair. Each committee member, the Executive Director or the General Counsel may place an item on such committee agenda for discussion or action. The Executive Director shall provide a copy of such agenda, including each item upon which action is to be taken, including the text of each resolution proposed for recommendation to the committee, to each committee member not less than two (2) calendar days prior to the special committee meeting at which a vote is to be taken thereon. A committee member may request an action item to be tabled if the provisions of the preceding sentence have not been complied with. Unless a committee member requests that an action item be so tabled before the committee takes action thereon, such non-compliance shall be deemed waived. An amendment to the agenda made within two (2) calendar days of the special meeting shall be approved by the committee chair, by a majority of the committee or by the Executive Director at the meeting, subject to committee approval.

5.9. NOTICE OF SPECIAL COMMITTEE MEETINGS. The notice requirement for special meetings shall be the same as for regular committee meetings (see Sections 4.4 and 5.6). Such notice shall also be delivered to the home or business address of each member of the committee not less than twenty-four (24) hours prior to such special meeting of the committee. Each such notice shall state the date, time and place of the special meeting and the purpose for which such special meeting of the committee has been called. The failure of a Board member to receive any such notice properly delivered shall not affect the legality of a special meeting if a quorum is in attendance.

5.10. COMMITTEE QUORUM. The quorum for committee meetings shall be a number equal to a simple majority of the members of the committee. The vote of a majority of those regular members present (whether physically present or attending by telephone) is necessary for the committee to take any action. A vacancy on the committee shall not impair the right of a quorum of the committee to exercise all of the rights and perform all of the duties of the committee.

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However, in the event a committee has been delegated decision-making authority by the Board, the committee shall follow the Board's quorum requirements in Section 4.11 (i.e. the quorum must be physically present at the committee meeting).

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5.11. COMMITTEE MEETINGS CONDUCTED BY COMMUNICATIONS MEDIA TECHNOLOGY. At the discretion of the Board, a committee may conduct a regular or special meeting by using the electronic transmission of audio or video, hereinafter referred to as "Communications Media Technology," in compliance with all applicable laws. Such a meeting may only be held if a quorum is physically present at the meeting location. Prior to the conduct of a committee meeting by Communications Media Technology, notice of the meeting shall be given as otherwise required by these By-laws and by applicable law, except that such notice shall plainly state that the committee meeting is to be conducted by means of or in conjunction with communications media technology and shall identify the specific type of communications media technology to be used. The notice shall also describe how interested persons may attend and shall contain the address or addresses of all designated places where a person interested in attending the committee meeting may go for purposes of attending the committee meeting. The places so designated in the notice shall be open to the public during the committee meeting. If during the course of a committee meeting held by Communications Media Technology, technical problems develop with the Communications Media Technology that prevent interested persons from attending the committee meeting, the committee meeting shall be recessed until such problems have been corrected.

5.12. JOINT COMMITTEE MEETINGS. Upon the agreement of the chair of each participating committee, joint meetings of two or more committees may be held. A simple majority of the members of each committee participating in such joint committee meeting shall constitute a quorum, and the vote of a majority of those members present is necessary for the joint committee meeting to take any action. For purposes of determining the presence of a quorum at a joint committee meeting, the position of committee members who serve on more than one of the committees participating in the joint committee meeting, if applicable, shall only be counted once and the member serving on both committees shall declare, for purposes of determining a quorum, which committee he or she is attending on behalf of. Actions taken by the joint committee meeting shall be reported to the Board as the actions of the joint committee meeting rather than as actions of the individual participating committees.

5.13. STANDING COMMITTEES. The standing committees of the Authority shall be as follows:

(a) *Construction Oversight Committee*

Purpose: with delegated authority from the Board, pursuant to limitations determined by future Board action, to address all contractual issues outside of the Executive Director's authority in order to facilitate capital improvement projects.

Scope: review and approve all change orders, amendments, supplemental agreements, etc. associated with on-going capital improvement projects.

Members: one (1) or more board members, or others, as deemed necessary and appointed by the Board.

Meeting Frequency: as-needed basis

Reports to: the Board

Term: to be determined by the Board, subject to annual review.

(b) *Citizens' Advisory Committee*

Purpose: to provide recommendations to the Board and the Executive Director on Authority issues referred to the committee for its consideration by the Board or the Executive Director, impacting regional transportation within the Authority's service area.

Scope: to be determined by the Board and the Executive Director, but may include: promoting ridership; contributing to marketing proposals; addressing complaints and recommendations from the public; developing ways to accommodate the needs of users; and discussing pending laws that affect ridership.

Members: each member of the Board shall nominate one member to the committee, subject to Board approval. Each member of the committee shall be a resident of a county within the Authority's service area.

Meeting Frequency: bi-monthly

Reports to: the Board and the Executive Director

Term: to be determined by the Board, subject to annual review.

5.14 TASK FORCES.

(a) *Property Task Force*

Purpose: to meet, when requested by the Board, to make recommendations to the Board regarding SFRTA property issues specifically delegated by the Board or the Chair. If the Chair delegates any issue to the Property Task Force, it shall be brought back to the

Board at its next regularly scheduled meeting for ratification. Board members shall also be notified of any Chair-delegated issues.

Scope: scope is limited by Board delegation, applicable state and federal laws and stated purpose.

Members: three (3) Board members, with one (1) from each county, as deemed necessary and appointed by the Board.

Reports to: the Board

Term: one (1) year term from July 1 of each year until June 30 of the following year

ARTICLE VI - RULES AND REGULATIONS

6.1. RULES AND REGULATIONS GENERALLY. By resolution and in accordance with applicable law, the Board may promulgate and amend from time to time rules and regulations regarding any matter or procedure within its purview. The Secretary shall keep a book of Authority rules and regulations.

ARTICLE VII – BOOKS AND RECORDS

7.1. MAINTENANCE OF BOOKS AND RECORDS. Under the supervision of the Secretary, the Authority shall maintain such books and records as shall be required from time to time under applicable law and shall comply with all applicable law governing access to public records.

ARTICLE VIII – AMENDMENTS

8.1. AMENDMENTS GENERALLY. These By-laws may be adopted, amended, waived or repealed by resolution approved by a majority vote of the entire Board at a regular meeting after consideration of the matter at a prior regularly scheduled Board meeting (except for the initial adoption which can occur after consideration at one (1) regularly scheduled Board meeting), unless approved by a supermajority of the Board membership at one(1) meeting. A supermajority shall be defined as two-thirds (2/3) of the members of the entire Board.

ARTICLE IX - EFFECTIVE DATE

9.1. EFFECTIVE DATE. These By-laws shall take effect immediately upon adoption of an approving resolution of the Board.

ARTICLE X – CONSTRUCTION AND SEVERABILITY

10.1. CONSTRUCTION. The powers granted by these By-laws shall be construed liberally in favor of the Authority.

10.2. SEVERABILITY. If any article, section, subsection, sentence, clause or provision of these By-laws or the application thereof shall be held invalid for any reason, the remainder of these By-laws and any agreements, regulations or resolutions made thereafter shall remain in full force and effect.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010

AGENDA ITEM REPORT

Information Item Presentation

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

SUMMARY EXPLANATION AND BACKGROUND:

In response to a request made by the South Florida Regional Transportation Authority (SFRTA) Governing Board at its meeting on August 22, 2008, SFRTA staff has been providing a report regarding the activities of the SFRTA Planning Technical Advisory Committee (PTAC). While early PTAC reports covered basic information such as committee duties and membership, the PTAC Report now includes details such as agenda items and activities of individual PTAC meetings. The following PTAC Report is a summary of the PTAC meeting held on March 17, 2010.

Agenda items at the March 2010 meeting of the SFRTA PTAC included:

- Job Access Reverse Commute (JARC) and New Freedom (NF) Programs
- SFRTA Shuttle Bus Service and Financial Assessment, Phase 2
- Tri-Rail Parking Management Study

The JARC and NF Programs agenda item was lengthy and took up most of the March 17, 2010 PTAC meeting. SFRTA staff and the project consultant began by explaining the JARC and NF Programs and the grant application process. It was pointed out that some applications were disqualified, for reasons including late submittal, not meeting the JARC and NF program guidelines, lack of information, and lack of required matching funds. Staff then provided an overview of each JARC and NF application that was submitted, including those that had been disqualified. Discussion of the NF program applications took place first. Staff distributed a worksheet containing the review committee evaluation and scoring of each application, along with a draft list of recommended projects and funding amounts. \$3.5 million of NF program funding was available. The draft recommendation was for five of the eleven NF applications that were submitted to receive the available funding. After considerable committee discussion, the draft NF recommendations were approved without any modifications. The five NF projects that were approved included two projects for Broward County Transit (BCT), and one each for the Fort Lauderdale Housing Authority, Tropical Non-Medical Transportation, and the Mae Volen Center. The PTAC then conducted an extensive review and discussion of the JARC applications.

(Continued on next page)

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

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

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

EXHIBITS ATTACHED: None

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Similar to the NF process, staff distributed a worksheet containing review and evaluation of the JARC projects, scoring of each application, and a draft list of recommended projects and funding amounts. \$6.2 million of JARC funding was available. The draft recommendation was for seven of the eleven JARC applications that were submitted to receive funding. Unlike the NF review process, the PTAC's review and discussion resulted in a recommendation that varied from the initial draft. All of the applicants present indicated a willingness to segment or modify components of their application if the PTAC desired. Lengthy discussion by the PTAC resulted in one SFRTA recommended project being cut, one other SFRTA project having elements removed, and an increased funding allocation for the Miami-Dade Transit (MDT) project. The six projects to receive the PTAC's final JARC funding recommendation were two SFRTA projects and one each for MDT, Palm Tran, City of Opa-Locka, and City of West Palm Beach. The PTAC recommended projects for JARC and NF funding will go before the SFRTA Governing Board for approval on April 23, 2010.

SFRTA staff gave a brief update on the status of its Shuttle Bus Service and Financial Assessment, Phase 2 effort. This study is a partnership with FDOT and has been presented to the PTAC multiple times in recent months. It was reported that SFRTA staff had recently held productive meetings with the staff of the three county bus operators regarding the new shuttle concepts being examined. Staff noted that these meetings resulted in some additional shuttle route modifications to be tested, as well as confirming the need for a measure to clearly identify when a proposed new shuttle route duplicates existing county operated fixed route bus service. Draft study recommendations are scheduled to be presented to the PTAC at its next meeting on April 21, 2010.

Project consultant Kimley-Horn and Associates gave a presentation on the latest findings of the Tri-Rail Parking Management Study. This study has been examining the potential financial and ridership impacts if parking fees were charged at Tri-Rail stations, but is now also looking closely at improved parking management strategies in the short term. The consultant presented recent findings from its elasticity model showing that overall Tri-Rail ridership is projected to drop 15.6% if a \$2 per day parking fee was charged at Tri-Rail stations. Further details show that 46% of Tri-Rail riders who currently use the station park-and-ride lots were predicted to switch to a different transportation mode if such a parking fee were enacted. The potential revenue associated with a new parking fee was also calculated. Charging for parking at Tri-Rail stations is projected to generate a positive net operating income of approximately \$400,000 to \$700,000 per year. As a result of these relatively low revenue projections and damaging impacts on Tri-Rail ridership, the study is not recommending pursuit of parking fees in the short term. The study is now shifting towards an emphasis on parking management strategies that will provide maximum efficiency and improved user convenience. Examples include registration or permitting at stations with reduced capacity and improved enforcement at the two airport stations. These strategies will be refined and presented to the PTAC in the coming months.

Upcoming PTAC meetings are scheduled for April 21, May 19, and June 16, 2010.

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

Recommended by: Daniel Magga 4/15/10 Approved by: [Signature]
Department Director Date Contracts Director Date

Authorized by: Joseph G. Gattullo 4/15/10 Approved as to Form by: [Signature] 4-15-10
Executive Director Date General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010

AGENDA ITEM REPORT

Information Item Presentation

REGIONAL TRANSPORTATION PLANNING WORKSHOP

SUMMARY EXPLANATION AND BACKGROUND:

At the February 26, 2010 Governing Board Meeting, the Board directed staff to convene a Regional Transportation Planning Workshop that would immediately follow the April 23, 2010 Governing Board Meeting. The Workshop is intended to provide an overview of the interagency coordination efforts among the three Metropolitan Planning Organizations (MPOs), the Florida Department of Transportation (FDOT) Districts IV and VI, the South East Florida Transportation Council (SEFTC) and the SFRTA. Each of these agencies will also provide an overview of their current regional planning efforts.

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

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

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

The Construction Oversight Committee did not meet during the Month of March, 2010.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
MARCH 17, 2010

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 a.m. on Wednesday, March 17, 2010 in the Boardroom of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT:

Mr. Larry Allen, South Florida Regional Planning Council (RPC)
Mr. William Cross, South Florida Regional Transportation Authority (SFRTA)
Ms. Kim Delaney, Treasure Coast RPC
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)
Mr. John Garcia, Miami-Dade Transit (MDT)
Ms. Angela Morlok, Palm Beach MPO
Mr. Joseph Quinty, SFRTA
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. Gustavo Schmidt, Florida Department of Transportation (FDOT), District IV
Mr. Phil Steinmiller, FDOT, District VI
Mr. Greg Stuart, Broward MPO
Mr. Fred Stubbs, Palm Tran
Mr. Jeff Weidner, FDOT District IV
Mr. Randy Whitfield, Palm Beach MPO, Chairman
Mr. Enrique Zelaya, Broward MPO

ALSO PRESENT:

Mr. Steve Anderson, SFRTA
Mr. Howard Benovik, Tropical Transportation
Mr. Bob Chapman, Kimley-Horn
Mr. Raphael Clemente, West Palm Beach Downtown Development Authority
Ms. Wanda DelToro, BCT
Ms. Sabrina Glenn, South Florida Commuter Services
Mr. Alex Hansen, City of West Palm Beach
Ms. Suzell Hopman, SFCS
Ms. Marie Jarman, SFRTA
Mr. Julic Jones, Tropical Transportation
Mr. Greg Kyle, Kimley-Horn
Mr. Mark Ledford, Kimley-Horn
Ms. Elaine Magnum, SFRTA
Ms. Carla McKeever, SFRTA
Mr. German Mendez, East Coast Taxi
Mr. Dennis Newjahr, PBS&J
Mr. Jeff Olson, SFRTA Staff Council

ALSO PRESENT: (Contd.)

Mr. Harry Rackard, MDT
Mr. Michael Tadros, HACFL
Ms. Jessica Vargas, Cambridge Systematics
Mr. Krishwan Viswanathan, Cambridge Systematics
Ms. Lynda Westin, SFRTA
Ms. Natalie Yesbeck, SFRTA
Mr. Ravi Wijesundera, Kimley-Horn
Mr. Eric Zahn, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 10:30 a.m.

ROLL CALL

The Chair requested the roll call.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

A motion was made by Mr. Jeff Weidner to approve the agenda. The motion was seconded by Mr. Fred Stubbs. The motion was called to a vote and carried unanimously.

DISCUSSION ITEMS

MATTERS BY THE PUBLIC – None

CONSENT AGENDA

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

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of February 17, 2010.

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

REGULAR AGENDA

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

R1 – MOTION TO ENDORSE: Recommended Ranking and Funding Levels for JARC and NF Programs Grant Applications

Mr. William Cross of SFRTA began by giving an overview of the presentation and process for this JARC and NF action item, along with the other SFRTA staff who will be involved. Mr. Cross explained that the topics to be discussed will be: introduction and selection process; program overviews; applications not meeting FTA guidelines and/or SFRTA process; New Freedom applications; JARC applications; staff review and evaluation; PTAC review; Q&A and final recommendations. Mr. Cross introduced other staff who have been working on the JARC and NF process for many weeks, including Natalie Yesbeck (Planning), Carla McKeever (Grants Administrator) Marie Jarman (Administrative Compliance Officer) and Ravi Wijesundera (with consultant Kimley-Horn who has provided additional support and handled much of the details and analysis). He reminded the committee that this process began in the spring of 2009 when the region agreed to SFRTA becoming the administrator of the FTA JARC/NF Grant Program. Mr. Cross announced that the funding cycle we are doing right now is combining two fiscal years (FY 2008 and 2009) awards, with JARC having over \$6 million available and New Freedom having about 3.5 million. Mr. Cross noted that the first part of the evaluation was to determine whether or not each application is eligible based upon the FTA guidelines for the JARC and NF programs. He said that projects determined to be eligible were then evaluated using the selection criteria previously reviewed by the PTAC. Mr. Cross stated that the staff evaluation and scoring effort is an attempt to make today's meeting and committee review easier and simpler. He clarified that staff has taken a first crack at making a series of project recommendations and dollar amounts, but it is the role of the PTAC to make the final recommendations. Mr. Cross said that the sheet handed out to committee members (with draft scoring and recommended funding amounts) is for PTAC discussion and subject to change. He also clarified that whatever recommendations come out of the PTAC today will be going to the SFRTA Governing Board, which will make the final selection and approval at their meeting on April 23. Mr. Cross noted that the SFRTA Governing Board meetings are open to the public and JARC and NF welcome to attend. Mr. Cross also laid out some ground rules for today's review and discussion. He reiterated that PTAC is responsible for ranking only those projects that are found to have met the FTA guidelines, we will have a discussion about that and go over those in details but we will focus on the ones that have met FTA guidelines. Mr. Cross stated that applicants who are in the room today can respond to questions, but the ranking and decisions are supposed to be based upon the written applications that were submitted. He clarified that if you're a member of PTAC and you want to ask the question of an applicant who is here in the room, please feel free to do that. PTAC Chair Mr. Randy Whitfield added that people should talk one at a time in addressing any questions that are asked.

Ms. Natalie Yesbeck of SFRTA explained the program goals and objectives of JARC & NF programs. New Freedom was first, with its goal being to provide additional tools to overcome existing barriers to the transportation services and to expand the transportation mobility options available to people with disabilities beyond what's required ADA of 1990. She also reviewed the NF Program Measures, taken straight from the FTA circular. Ms. Yesbeck then provided the JARC Program goals, which are to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals, and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities. She also noted that there is a match requirement for both JARC & New Freedom projects, with capital projects requiring an 80/20 match, while operating projects require a 50/50 match. Ms. Yesbeck clarified that the applications requested more funds than are available in this current JARC and NF funding cycle.

Ms. Carla McKeever provided an overview of each NF application. As part of the review, she pointed out that identical applications for some of the BCT projects were submitted for both the NF and JARC programs, but that the projects were clearly better suited for NF. She also noted that the three applications submitted by the Downtown Ft. Lauderdale TMA were disqualified due to being received after the deadline. The NF application submitted by East Coast Taxi, LLC was criticized due to its information being very generic in nature and not including quantitative data nor explaining who would be served by the project. Ms. McKeever then pointed out that the two NF projects submitted by MDT sought 100% funding and contained no local match. She stated that this is not consistent with FTA requirements and made the two MDT NF projects ineligible. Ms. McKeever closed by noting that the application submitted by Mr. Robert Winchester does not did not propose a specific project or request a funding amount.

Mr. Weidner asked how late was the TMA application. Ms. Yesbeck stated that some application components were received ten minutes late, with the rest being received over three and a half hours late. Mr. Weidner stated that there was one of the TMA applications that he thought met JARC consideration which was connecting NW Fort Lauderdale directly to Tri-Rail. He asked if there was any way we could reconsider adding it back into the mix, since it's a good project. Mr. Cross stated that it is the opinion of the review team and the SFRTA Staff Legal Counsel that the late applications be removed from consideration. He added that the deadline was noticed months in advance and workshops were held to assist applicants. Mr. Cross expressed concern about what other actions would be necessary if we let one late applicant in. He agreed that it is a good project and committed to working with the TMA to try and serve that corridor with the SFRTA shuttle bus program outside of the JARC/NF process.

A worksheet containing the draft project evaluation and funding recommendations was then distributed to all committee members. Ms. Marie Jarman indicated that 11 NF applications were received, but the draft recommendation is that five of the applications receive funding. Ms. Jarman clarified that in order to receive funding, a project must be new (not existing) and go beyond standard ADA requirements. She stated that the projects recommended for NF funding (as shown on the worksheet) are: BCT Digital Signage; BCT Gap Remediation; Fort Lauderdale Housing Authority; Tropical Non-Medical Transportation; and Mae Volen. The recommendations resulted in \$182,625 of NF funds (of \$3.5 million available overall in the region) that would go unused. Mr. Greg Stuart asked what would happen to the remaining \$182,625. go that was not distributed. Mr. Cross clarified that the funds would go back to the federal government and not rollover to the next NF cycle. Extensive discussion ensued about whether match amounts could be changed to utilize these remaining dollars or if there were other project components that could be adjusted for these funds. It was determined that all of the recommended projects were already requesting the maximum 80% federal share and that the other project components being considered may violate federal guidelines and put the region and individual recipient at risk. Mr. Wilson Fernandez made a motion to approve the ranking and funding amounts as shown on the draft worksheet. This was seconded by Mr. Jonathan Roberson. A friendly amendment to the motion was crafted by Mr. Jeff Weidner, but later withdrawn. The original motion by Mr. Fernandez was approved unanimously.

The committee then began discussing the JARC process and applications. Mr. Jonathan Roberson asked if applicants were willing and able to breakdown their projects by route, segment, or year if necessary. Multiple applicants responded positively to this question. The draft worksheet containing the evaluation, ranking and recommended funding for JARC projects was distributed to the committee and attendees. Ms. Yesbeck provided a review of each application. She noted that the City of Opa-Locka application for a city shuttle route was clear and consistent with the JARC goals, and did not prompt any questions

or concerns. Ms. Yesbeck then reviewed the SFRTA application for a shuttle bus route in Opa-Locka, which is complimentary to the city's application and would connect the Opa-Locka Tri-Rail station with the Miami-Dade College North Campus. Mr. John Garcia asked if the shuttle would be free. Mr. Eric Zahn of SFRTA replied that yes, the shuttle would be free of charge to passengers. Both Mr. Garcia and Mr. Fernandez praised the application's intent to provide Opa-Locka residents with access to jobs. Ms. Yesbeck then reviewed the separate SFRTA application for five new shuttle bus routes connecting to Tri-Rail stations (Two at the Fort Lauderdale Station, one each at the West Palm Beach, Lake Worth, and Miami Airport stations). Mr. Fred Stubbs expressed Palm Tran opposition to the proposed SFRTA shuttle to Palm Beach International Airport as well as some elements of the proposed Lake Worth shuttle to serve the Palm Beach State College main campus and School District Headquarters. He noted that the Palm Tran Route 44 already connects the airport with Tri-Rail. Mr. Fernandez expressed concern about the proposed SFRTA shuttle route serving the employment centers west of Miami International Airport, saying that these areas are served by some of the proposed new routes in MDT's JARC application. The committee then looked more closely at the route details in the MDT application. Mr. Cross agreed to have this corridor handled in MDT's application and remove it from consideration in SFRTA's application.

Ms. Yesbeck then reviewed the SFRTA Voucher Program application, which seeks to use JARC funds to provide discounted tickets for use of Tri-Rail by eligible low-income persons and job seekers. She confirmed that the project is consistent with JARC guidelines and that coordination with workforce agencies would take place. Multiple committee members expressed a preference to use JARC funds for a new service or route rather than providing discounts to ride existing transit service. Mr. Cross expressed a willingness to reduce the amount requested as part of the voucher application in order for it to receive the committee's endorsement. A review of MDT's extensive JARC application, which included 15 routes, then followed. Ms. Yesbeck stated that approximately half of MDT's funding request is included in the draft recommendations due to some routes being existing services and some routes not appearing to not be compliant with intent of the JARC program and a lack of demographic data to help determine the targeted population being served. MDT was asked to provide details on these issues, and a review of the individual routes in question took place. MDT staff provided clarification that some of the routes in question were existing routes that would be modified as a result of JARC funds, which is eligible. MDT staff also confirmed that some of the routes in question should be disallowed. Some minor issues were identified in the review of the Palm Tran Route 94 application. Mr. Stubbs clarified that the JARC funds would allow for improved headways of the existing route. Multiple committee members expressed support for this project and suggested that it receive the full amount requested in the application, rather than the draft recommendation of partial funding. The City of West Palm Beach Downtown Circulator was the last project reviewed. Ms. McKeever said that this application is consistent with the goals of the JARC program, but that it lacked demographic data demonstrating the target population. She noted that the draft recommendation is for this project to receive half of its requested funding amount. The applicant was asked what the annual operating cost of the service would be. Mr. Alex Hansen replied that it is \$900,000 per year and that three years of operating funds were requested in the application. Thus, the funding amount in the draft recommendation would cover 1 ½ years of operations.

In an attempt to bring the discussion to a close, Chairman Whitfield noted that MDT, Palm Tran, and SFRTA have been talking about eliminating duplicative routes and other conversations have examined partial funding that could still allow a project to be viable. He sought comments and recommendations from the committee. Mr. Cross had the JARC project spreadsheet shown on the screen so that any suggested mathematical adjustments were visible to all committee members. Mr. Weidner suggested that

the SFRTA Voucher project be removed and its \$772,000 in funding be applied to other projects. This was echoed by other committee members. Mr. Cross reiterated SFRTA's commitment to remove the Miami Airport shuttle route from its applications, which would be another \$114,000. Recommendations were for the Palm Tran Route 94 to receive its full funding request and for the MDT application to receive funds beyond the draft recommendation. Mr. Fernandez suggested removing the recommended funds for the City of West Palm Beach Circulator and applying them to the MDT application. Mr. Stuart expressed support of this recommendation. Mr. Joseph Quinty countered that the City of West Palm Beach application was a quality project and volunteered that the SFRTA shuttle bus route to Palm Beach International Airport be reallocated instead. This recommendation was calculated to push the total funding for the MDT project to over \$4 million. Mr. Larry Allen expressed displeasure with removing the SFRTA Voucher Program, saying that discount vouchers for job seekers is needed in this economy. Mr. Gus Schmidt made a motion to approve the modifications shown on the screen, which include the removal of the SFRTA Voucher Program project and the two SFRTA shuttle bus routes (Miami Airport west and Palm Beach Airport shuttles), fully-funding Palm Tran 94, leaving the recommended West Palm Beach Circulator amount in place and applying the additional remaining funds to the MDT project. Mr. William Cross seconded the motion. The motion passed, with Mr. Allen and Mr. Stuart voting against.

The committee then took a ten minute recess before resuming the rest of the meeting agenda.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.
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11. - INFORMATION: SFRTA Shuttle Bus Service and Financial Assessment, Phase 2

Mr. Eric Zahn of SFRTA planning staff gave a brief update on the status of its Shuttle Bus Service and Financial Assessment, Phase 2 effort. He reminded the committee that this study is a partnership with FDOT and has been presented to the PTAC multiple times in recent months. Mr. Zahn reported that SFRTA staff had recently held productive meetings with the staff of the three county bus operators regarding the new shuttle concepts being examined. He noted that these meetings resulted in some additional shuttle route modifications to be tested, as well as confirming the need for a measure to clearly identify when a proposed new shuttle route duplicates existing county operated fixed route bus service. He closed by stating that the draft study recommendations are scheduled to be presented to the PTAC at its next meeting on April 21, 2010.

12. -INFORMATION: Tri-Rail Parking Management Study

Mr. Bob Chapman of project consultant Kimley-Horn and Associates gave a presentation on the latest findings of the Tri-Rail Parking Management Study. Mr. Chapman noted that this study has been examining the potential financial and ridership impacts if parking fees were charged at Tri-Rail stations, but is now also looking closely at improved parking management strategies in the short term. He presented recent findings from its elasticity model showing that overall Tri-Rail ridership is projected to drop 15.6% if a \$2 per day parking fee was charged at Tri-Rail stations. Further details show that 46% of Tri-Rail riders who currently use the station park-and-ride lots were predicted to switch to a different transportation mode if such a parking fee were enacted. Mr. Chapman shared the potential revenue associated with a new parking fee that was calculated. He showed that charging for parking at Tri-Rail stations is projected to generate a positive net operating income of approximately \$400,000 to \$700,000 per year. He stated that as a result of these relatively low revenue projections and damaging impacts on

Tri-Rail ridership, the study is not recommending pursuit of parking fees in the short term. Mr. Chapman said that the study is now shifting towards an emphasis on parking management strategies that will provide maximum efficiency and improved user convenience. Some of the examples given include registration or permitting at stations with reduced capacity and improved enforcement at the two airport stations. Mr. Chapman closed by announcing that these strategies will be refined and presented to the PTAC in the coming months.

OTHER BUSINESS:

OB1 -Rail-Volution 2010, Call for Proposal

OB2 – APTA 2010 Multimodal Operations Planning Workshop, Call for Presentations

Mr. Quinty pointed out that information on these two conferences, which SFRTA and MDT have hosted and/or sponsored in the past, is available in the agenda packet.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

None.

PTAC MEMBER COMMENTS

None.

ADJOURNMENT

The meeting was adjourned at 1:50 pm.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
March 16, 2010

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Governing Board was held at 2:00 P.M. on Tuesday, March 16, 2010 at SFRTA/Tri-Rail, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT

Bonnie Arnold (Vice Chair), SFRTA/Tri-Rail
Phyllis Berry, (Chair) Broward County Transit
Lili Finke, Palm Tran

COMMITTEE MEMBERS NOT PRESENT

Robyn Chiarelli, FDOT
Michael DeCossio, Miami-Dade Transit

ALSO PRESENT

Denis Eirikis, ClearLight Communications, Inc., representing the Florida Public Transportation Association
Robyn Hankerson, Bitner Goodman
Steve Rosenberg, SFRTA/Tri-Rail
Jim Udvardy, South Florida Commuter Services

CALL TO ORDER

The meeting was called to order at 2:05 p.m.

ROLL CALL

A quorum was present.

AGENDA APPROVAL

Agenda was approved

MINUTES APPROVAL

Prior Meeting Minutes were approved.

MATTERS BY THE PUBLIC

None

REGULAR AGENDA

None

INFORMATION / PRESENTATION ITEMS

11. – BENEFITS OF PUBLIC TRANSPORTATION (Guest Speaker, Denis Eirikis)

“Public Transportation Takes Us There.” – FPTA

- The synergy between the FPTA, South Florida Commuter Services and the transit agencies is the main purpose of this discussion.
- In December 2009, the FPTA started a state-wide public education program for public awareness and for elected official stakeholder public transit knowledge.
- FPTA has teamed with APTA in adopting the four pillars of the benefits of public transportation; economy, environment, energy and quality of life, also known as “3 E’s and a Q.” The APTA fact sheets were made applicable to Florida.
- Mr. Eirikis handed out information packets to the meeting attendees. Contained within the packet was a survey to which 2,600 individuals responded. The survey was made available to the media, the Florida Legislature, chambers of commerce members, and through FDOT, dispersed to various databases as well as SFCS, to its databases.
- The objective is to identify pro-public transit people and recruiting them to help send FPTA’s messages. FPTA is teaming with APTA to spread the word.
- FPTA is undergoing a new branding.
- Mr. Eirikis introduced a new publication called “The Florida Transportation Advocate,” a piece he was hopeful, the agencies would distribute. The cover story explains the “Tell Your Story” contest and explains that videos, images and essays need to be submitted for consideration.
- Ms. Arnold shared an APTA update with regards to “Telling Our Story” stating that four bus manufacturers will be providing buses to do a tandem run across the United States. These buses will be wrapped with “Telling Our Story,” and will go to rural communities and large cities inviting people to come and tell their story. The buses will converge on Washington, where legislators may view and hear the stories of their constituents.
- In addition to “Tell Your Story,” the FPTA is launching an as-yet unnamed initiative in which the goal is to get the names of 100,000 pro-transit Floridians and identify those willing to be ambassadors.
- A YouTube channel is being considered for the video entries, a Flickr page for image-sharing and the website which is constantly changing.
- FPTA’s newsletter is published monthly and will be sent out by e-mail only to the ever-increasing e-mail list being compiled.
- Ms. Berry suggested that Mr. Eirikis returns for a future meeting to discuss the progress. He stated that May would be ideal since he will be attending an FPTA Board Meeting on May 7th and can report back to this Committee following that meeting.

12. – COMMITTEE BY-LAWS

- Further research will be undertaken in order to secure directives given by the SFRTA when it was established in order to determine where changes are needed.
- This item will be revisited at next month’s meeting.

13. – RECIPROCAL RIDERSHIP AGREEMENTS FOR TRANSIT AGENCY EMPLOYEES

- The Committee is still awaiting a determination from Miami-Dade Transit.

- The suggestion was made that the agencies in agreement at this time, SFRTA/Tri-Rail, BCT and Palm Tran proceed with making reciprocal transportation available for its employees, with the hope that MDT will follow this example.
- It was further suggested that a date for implementation be chosen with a set of rules and guidelines in place, which would include proper identification. This would not apply to family members of the+ transit agency employee.
- Ms. Berry stated as an example, that BCT employees would show a Broward County ID as well as an employee bus pass as forms of identification.
- Ms. Berry suggested that May 1, 2010 be the date the reciprocal agreement goes into effect and that rules be discussed at the April meeting of this Committee.

14. – AGENCY REPORTS

Broward County Transit

- Ms. Berry said the ridership on 95 Express is increasing and it appears that a good percentage of users are government employees using it to get from Broward County to Miami-Dade County Governmental Center.
- Budget cuts are imminent. So far, service has not been cut. The Broward County Commission has not been favor of cutting service.
- Recently the groundbreaking took place for the I-595 expansion project. Express bus service from SW Broward County to Downtown Ft. Lauderdale is planned.

Florida Department of Transportation

No official representation at this meeting

Miami-Dade Transit

No representation at this meeting

Palm Tran

- A commercial regarding the census was filmed at the West Palm Beach Intermodal Center with English, Spanish and Creole-speaking communities participating and buses prominently featured in the background. The message said “We Count.” Ms. Finke introduced the concept of selling advertising space on the reverse of a transit ticket which was done for this “We Count” campaign. It generated a lot of publicity.
- Budget cuts are being discussed.
- “The Link” will be presented to the Palm Tran Service Board for consideration to continue the program.

SFRTA/Tri-Rail

- “Rail Rewards” a newly created loyalty program is being launched on April 1st. The partners will be added or changed on a monthly basis. Monthly ticket riders will log onto the website and access Rail Rewards and fill in the template. They will then have the ability to print out a series of coupons. Some partners have committed for six month or a year.

South Florida Commuter Services

- Ms. Berry complimented Mr. Udvardy on SFCS’s effort in helping to promote 95 Express.

- SFCS is working with Palm Tran on the Commuter Express. Analysis was undertaken and it was determined that there are potentially many West Palm Beach riders who would use it. A change of routing to the Jupiter/PGA area would be instituted.

Bitner Goodman

- “Senior Idol” on May 11th at the Parker Playhouse, has about 160 people registered to compete this year, the largest group ever. This coincides with APTA’s May Senior Month.

OLD BUSINESS

None

NEW BUSINESS

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

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
MARCH 25, 2010, Thursday, Board Room 10:00 A.M.

The regular Meeting of the South Florida Operations Technical Committee meeting held on Thursday, March 25, 2010, at 10:00 A.M., SFRTA board room, located at 800 NW 33 Street, Pompano, FL 33064.

COMMITTEE MEMBERS PRESENT:

Peter Wolz, Broward County, Chair
Brad Barkman, Vice Chair, SFRTA
Jim De Vaughn, SFRTA
Paul Manger, AMTRAK
Gerry Gawaldo, Palm Tran
Jim Uvardy, SFCS
Sabrina Glenn, SFCS/City of Boca
Scott Aronson, Delray Beach

COMMITTEE MEMBERS /ALTERNATES ABSENT:

Steve Alperstein, Miami-Dade Transit
Nancy Roberts, CSX
Patricia Zeiler, Sun Trolley
Pete Witschen, SFEC
Annette Coates, PBSC
Rail America (Formerly FEC)
Israel Hernandez, BCT
Robyn Chiarelli, FDOT
RailAmerica (FEC)

ALSO PRESENT:

Maurice Park, SFRTA
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 the Minutes of Operations Technical Committee Meeting of January 29, 2010. Motion was moved, seconded and approved.

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. Impact of Route 95 Dade-Broward Express - Tri-Rail ridership
 - Ridership annually down 8.8% overall from 2009
 - FDOT study summary of ridership patterns 95 express
 - Broward 260 riders per day
 - Request to skip Golden Glades and to expand service to Civic Center in Miami
 - Discussed staggering trips
 - Bike racks needed on express buses
 - Buses are doing speed limit
 - Fare is \$2.35 premium; transfer \$1 can use their monthly pass
 - Layover issues – move the site – under discussion

2. SFRTA Weekend Schedule (possible change)
 - It appears that we cannot fund additional service
 - Put together a preliminary schedule adding 15 minutes travel time end to end time in the existing schedule
 - Making total roundtrip time - 2 hrs 15 mins
 - Trains are averaging 12 minute delays on weekends
 - Review cost for adding additional crews
 - Added second locomotive – still some issues relating to passengers, excessive luggage
 - Will be some changes – assure that it does not impact bus / train connectivity
 - Encourage passengers to be ready to board and detrain decrease dwell time at stations
 - Veolia added two Road Foreman

3. BCT Route 95 Express changes (schedules and layover location)
 - Discussed above

4. May Bid - Route 11 serving the WPB ITC/Station, Wackenhut, FPL, Scripps
 - Jupiter service
 - The trip is about 82 miles roundtrip
 - Connectivity is more difficult with only peak service
 - note that it was difficult to hear Jim and Gerry in the microphones
 - Scripps will have 400 employees by the summer
 - FPL estimated 1200 employees

5. Delray - *New Years Eve late night service*- use of early promotion for mass transit for travel between destinations - reduction of drunk driving
 - Viable public service
 - Bus connectivity
 - Market the service early
 - There might be some additional train money
 - Last year New Year's Eve 62 passengers on the last train
 - 30,000 people attended the Delray celebration in 2009
 - Posters on trains – is that a possibility
 - Connect Delray and Tri-Rail marketing folks

6. Re-submittal of TEA 21 grant application to install bike lockers at Tri Rail stations county wide - (Metropolitan Planning Organization's Bicycle Greenways Pedestrian Advisory Committee) BGPAC a worthwhile project if some of the Board's concerns are met
 - SFRTA will be adding bike lockers at most stations – West Palm Beach has lockers on the Westside
 - Capacity is 20-30 lockers
 - Reduce Bikes on trains if they do not commute from station
 - Boca has utilized bike lockers and they are all occupied
 - SFRTA will monitor the lockers
 - FDOT has dropped discretionary Pell grants
 - Delray is stopped funding the shuttles
 - Shuttle service is seeking funding from other sources

7. Availability of Compressed Natural Gas or Biodiesel Fuel in Fort Lauderdale
 - WiseGas building biodiesel in Fort Lauderdale
 - Looking to partner with municipalities
 - Provide biodiesel – natural gas locally would be a good thing
 - Scott Aaronson has the information /pricey / is the SFRTA board interested to review their services
 - WiseGas secured monies to promote this concept

UPDATES:

Broward -
Palm Tran
Miami-Dade
SFRTA

8. Other Agencies
9. Next OTC meeting will be held on May 27, 2010.

**Engineering & Construction
Monthly Progress Report
April 23, 2010**

Cypress Creek Station:

345-space surface parking lot to be constructed on west side of the Cypress Creek Station. Contract awarded to MBR Construction at the December 11, 2009 Board meeting. Notice-to-Proceed was given on January 12, 2010. Construction time is approximately 7 months. Clearing and grubbing is complete. Earthwork activities are on-going; contractor is currently removing excess material and grading the site. Drainage structures have been delivered. Construction to be completed by August 2010. Contract amount: \$1.4M.

Ft. Lauderdale Airport Station:

Design/Build construction of a 402-space, 3-level parking garage on the west side of the Ft. Lauderdale Airport Station. Contract awarded to Finrock Construction at the June 26, 2009 Board meeting. Notice-to-Proceed was on July 16, 2009. Construction began on January 16, 2010. Construction zones 1 through 9 have been set as of April 8, 2010, 240 pre-cast pieces out of 334 have been installed; plumbing rough-in and storm drainage installation is 50% complete. Stair tower #1 railing fabrication is complete, conduit installation has started and the elevator cars are to be delivered to the site by April 19, 2010. Construction to be completed by August 2010. Contract amount: \$5.23M.

Hialeah Yard Storage Tracks and Inspection Pit:

Construction of a total 3300' storage tracks (4-track configuration) with 340' inspection pit. 100% design documents have been completed. Bid advertisement expected in April 2010, with an anticipated award in May 2010. Estimated construction completion in December 2010.

Pompano Beach Station Improvements:

Upgrade of existing Pompano Beach Station to Segment 5 standards. Improvements consist of widening existing platforms to 25' width, new full-length canopies, pedestrian overpass with stairs and elevators, bus circulation improvements, and parking lot reconfiguration. Development of 30% design-build procurement package and NEPA documents is presently underway.

**Engineering & Construction
Monthly Progress Report
April 23, 2010**

The design-build package will include specifications to obtain Gold LEED certification. Contract award expected by June 2010. Estimated construction completion in June 2011.

Cab and Trailer Car Procurement:

Procurement of 10 Cab Cars and 4 Trailer Cars. Delivery of first two (2) cab cars is expected by the end of October 2010. The 4 trailer cars are expected to be delivered by the end of December 2010, and the delivery of the remaining eight (8) cab cars is expected by the end of January 2011. Contract amount: \$21,056,100.

ARRA Locomotive Procurement:

Procurement of 10 locomotives with an option for up to 13 additional locomotives for SFRTA and 4 for Sound Transit. Procurement package was advertised on February 25, 2010, with bids now due on April 30, 2010. Contract award expected by May 2010. Anticipated twenty-four (24) month delivery.

Bike Lockers:

Procurement and installation of 289 bike lockers at fourteen (14) SFRTA stations. Sixty-one additional lockers are being procured for later installation at the remaining four stations. Procurement package was advertised on February 22, 2010, and seven (7) bids opened on March 29, 2010. Proposed award for \$502,361.00 will be taken to the April Board meeting. Estimated installation completion by September 2010.

Emergency Station Generators:

Procurement and installation of emergency generators at all SFRTA stations. Final phase of specification development is presently underway. Procurement phase currently on hold.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
April 23, 2010

MARCH RIDERSHIP

Total monthly ridership for March has decreased 9.4 % when compared to March of last year. Weekday ridership has decreased by 10.8% for March, while the average weekday ridership in March 2010 was 12,566 per day versus 14,731 per day for 2009. Total weekend ridership has decreased by 7.9% when compared to last year. Total Fiscal Year ridership is down by 16.9%.

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 March 2010	Actual March 2009	March '10 vs. '09 %	FY 10 Rider ship To Date	FY 09 Rider ship To Date	FYTD 10 vs '09 %
M-F	289,028	324,072	-10.8%	2,323,462	2,842,340	-18.3%
Saturday	25,053	21,758	15.1%	192,426	211,258	-8.9%
Sunday	21,790	24,896	-12.5%	173,257	186,515	-7.1%
Holidays	0	0	0.0%	20,917	22,241	-6.0%
	335,871	370,726	-9.4%	2,710,062	3,262,354	-16.9%

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

Chart 1 - SFRTA Riders and Revenue Trends

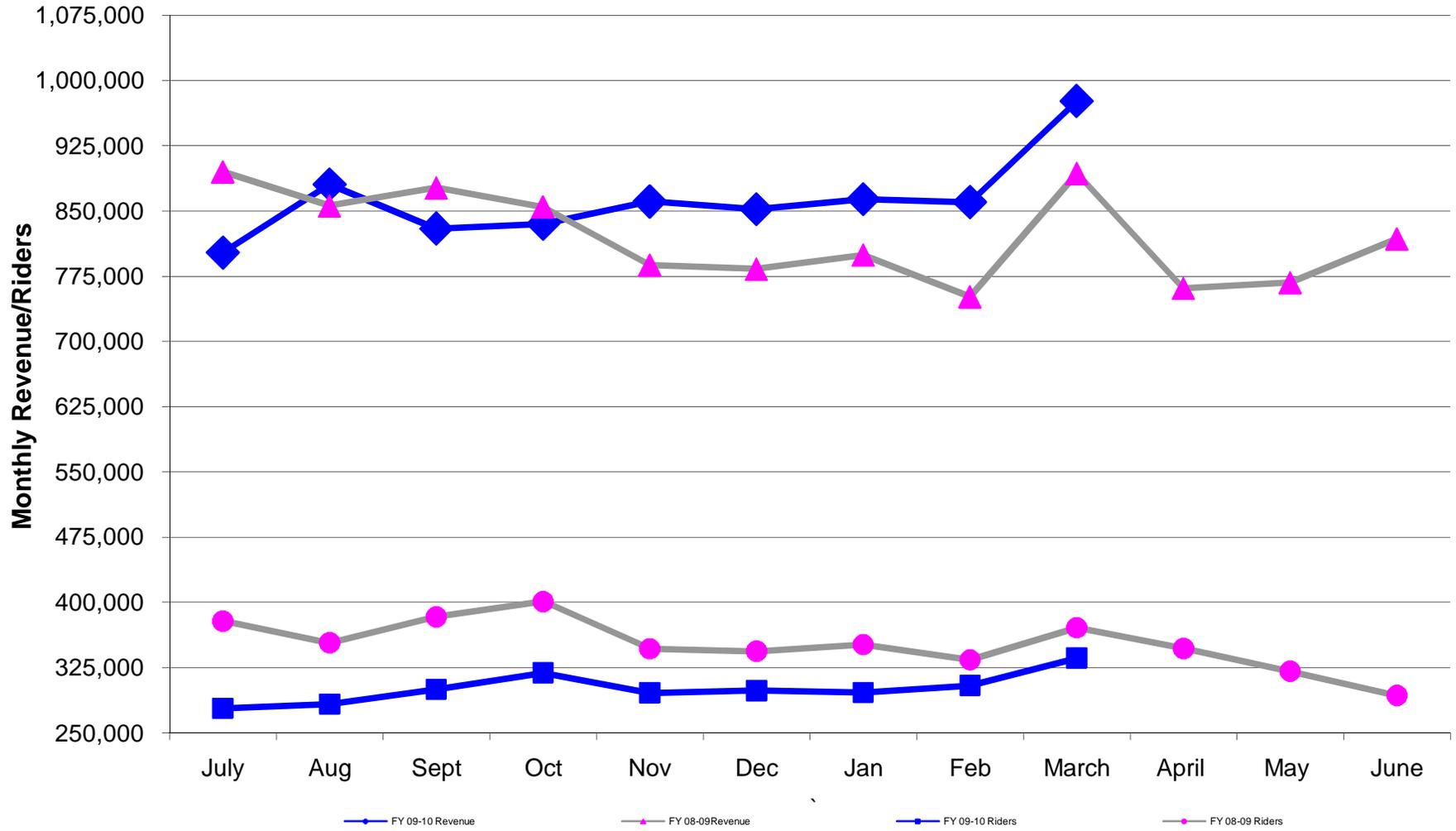


Chart 2 - SFRTA Riders

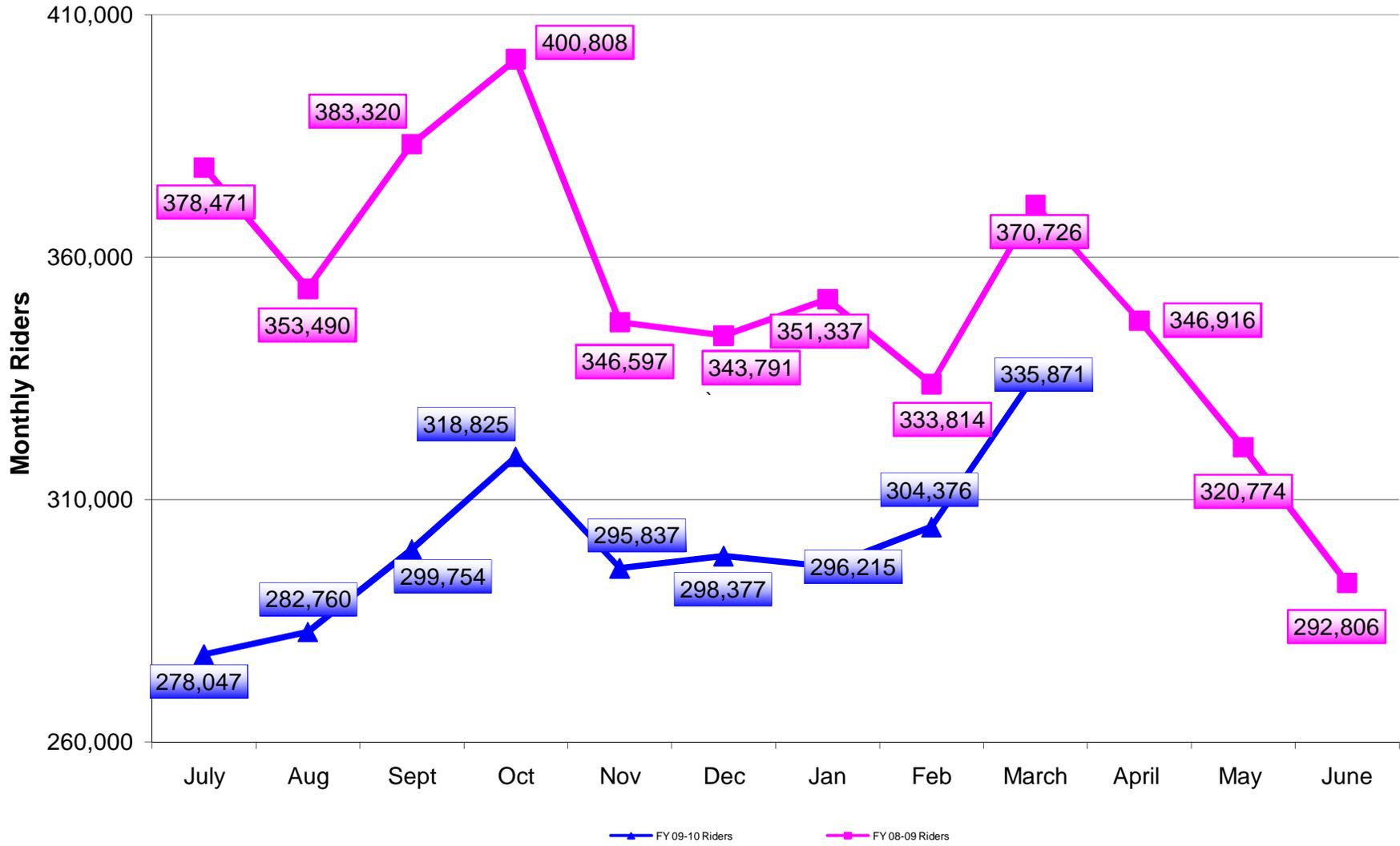
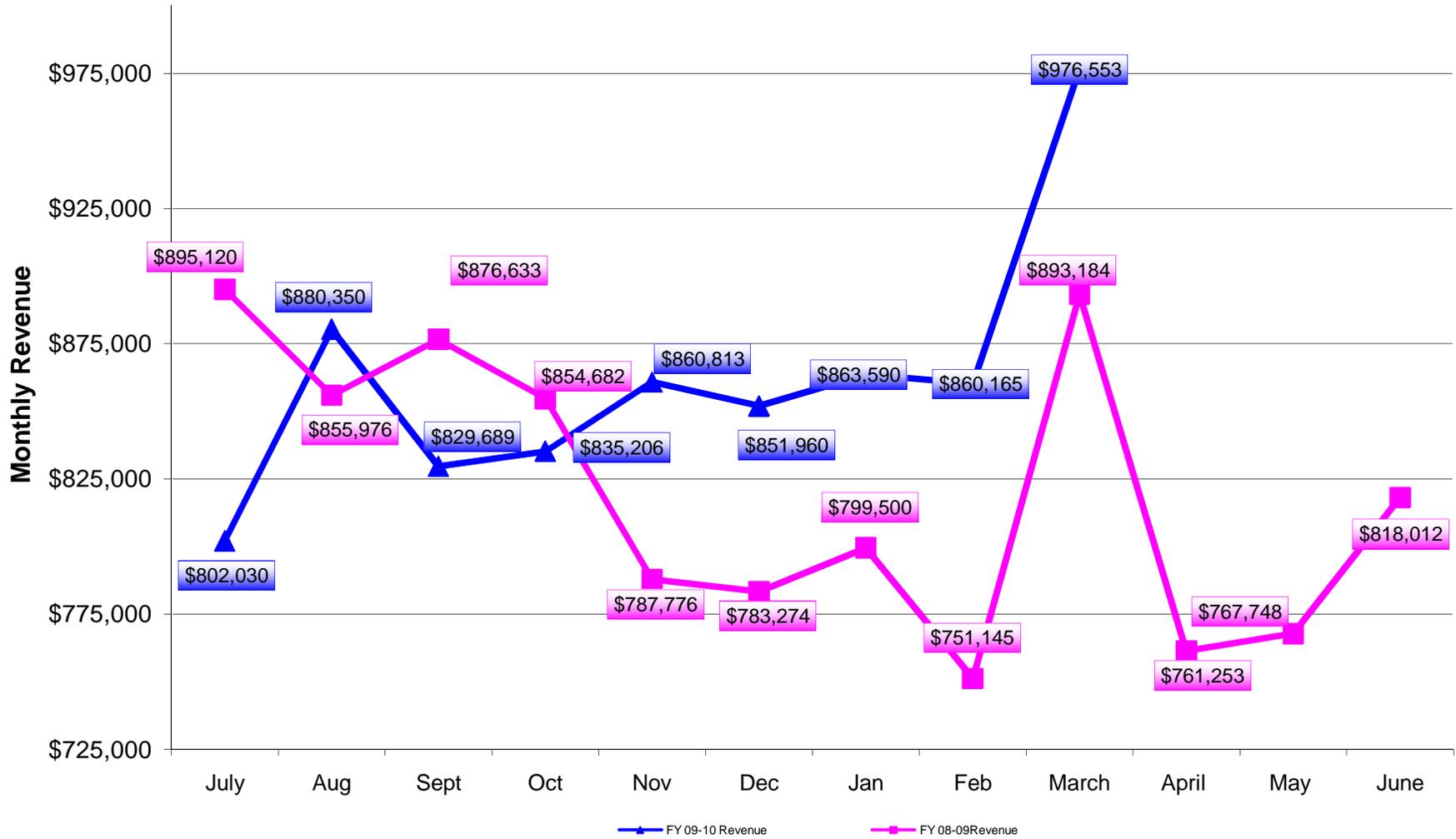


Chart 3 - SFRTA Revenue

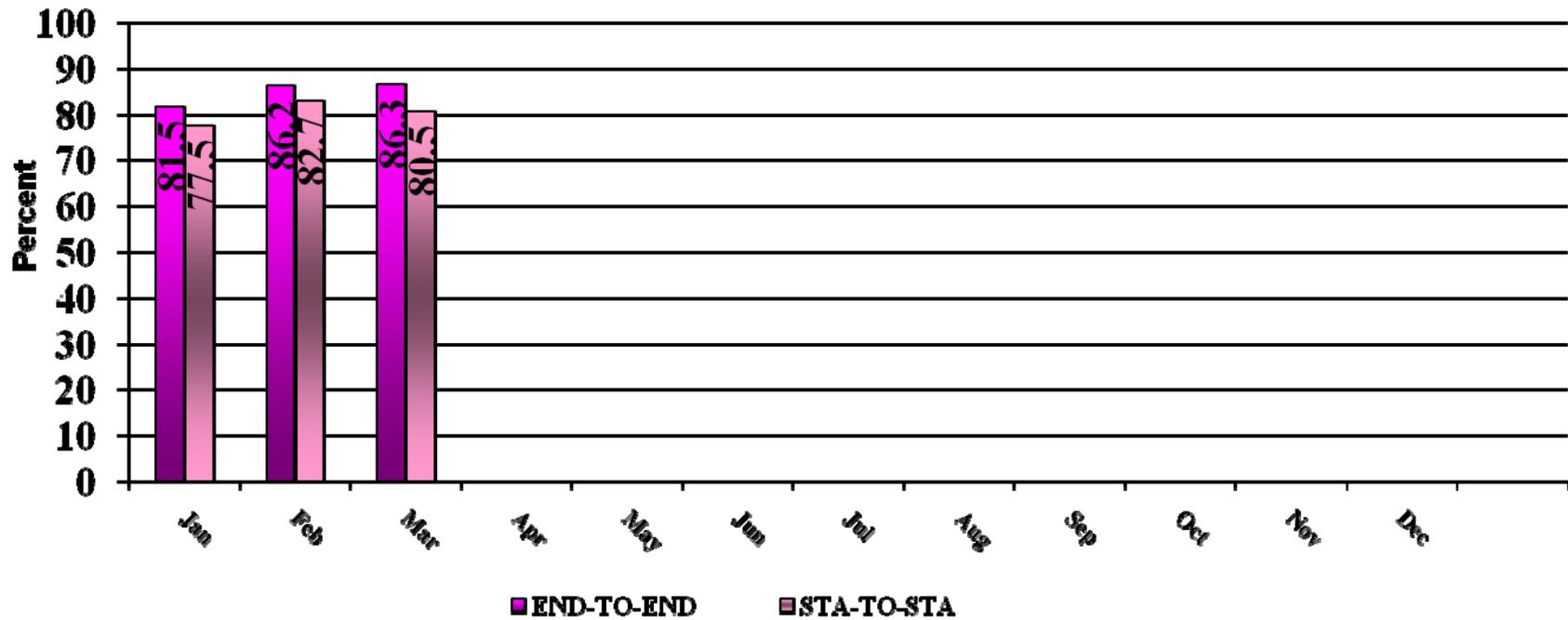



MARCH 2010 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

MARCH 2010 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY			
OTP End To End			86.3%
OTP Station To Station			80.5%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	1	1	0.1%
SUB-TOTAL	1	1	0.1%
CSX AGREEMENT			
CSX FRIEGHT	3	8	0.6%
LOCAL SWITCHER	4	6	0.5%
JAX DISPATCHER	2	3	0.2%
MOW	11	18	1.4%
SUB-TOTAL	20	35	2.7%
OUTSIDE CSX			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	3	15	1.2%
CSX RULE 100J	0	0	0.0%
SUB-TOTAL	3	15	1.2%
BOMBARDIER MECHANICAL	6	10	0.8%
VEOLIA TRANSPORTATION	0	0	0.0%
AMTRAK	1	2	0.2%
FEC DELAY	9	10	0.8%
WEATHER	2	17	1.3%
ROW FOUL	0	0	0.0%
SFRTA TRANSPORTATION	17	39	3.1%
OTHER	1	2	0.2%
3rd PARTY	8	25	2.0%
DMU MECHANICAL	2	3	0.2%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
NBC OTHER	0	0	0.0%
ADA	10	12	0.9%
EFFICIENCY TESTING	0	0	0.0%
SUB-TOTAL	56	120	9.4%
TRAINS DELAYED		171	13.4%
TERMINATED / ANNULLED		4	0.3%
TRAINS ON TIME		1103	86.3%
TOTAL		1278	100.0%

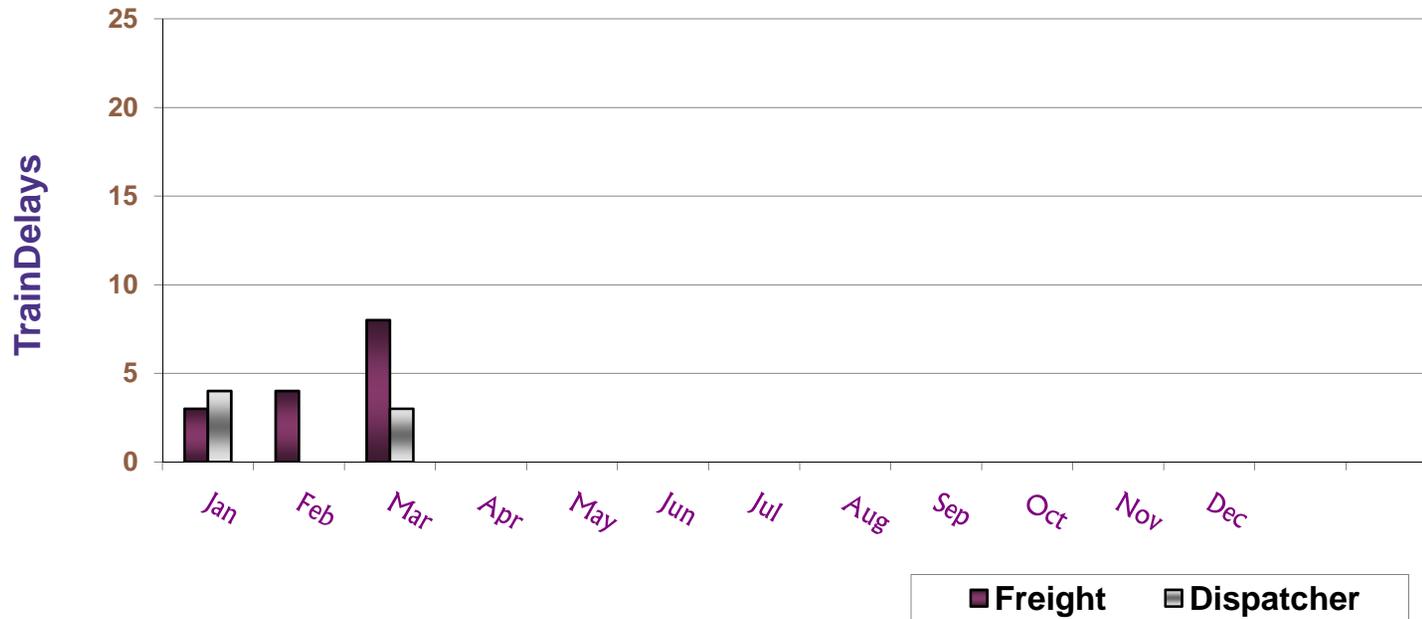


On-Time Performance Calendar Year 2010



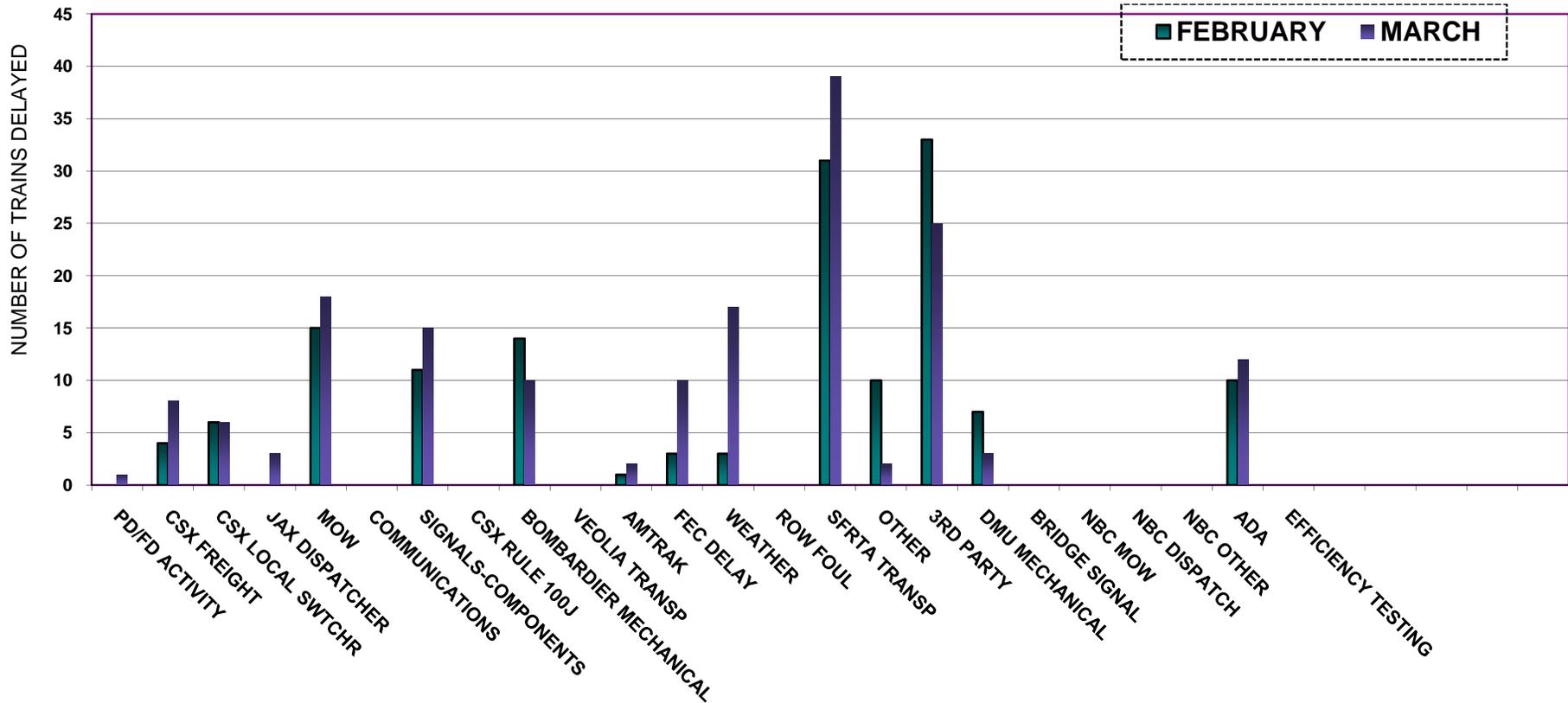


CSXT JAX Dispatcher & Freight Delays 2010

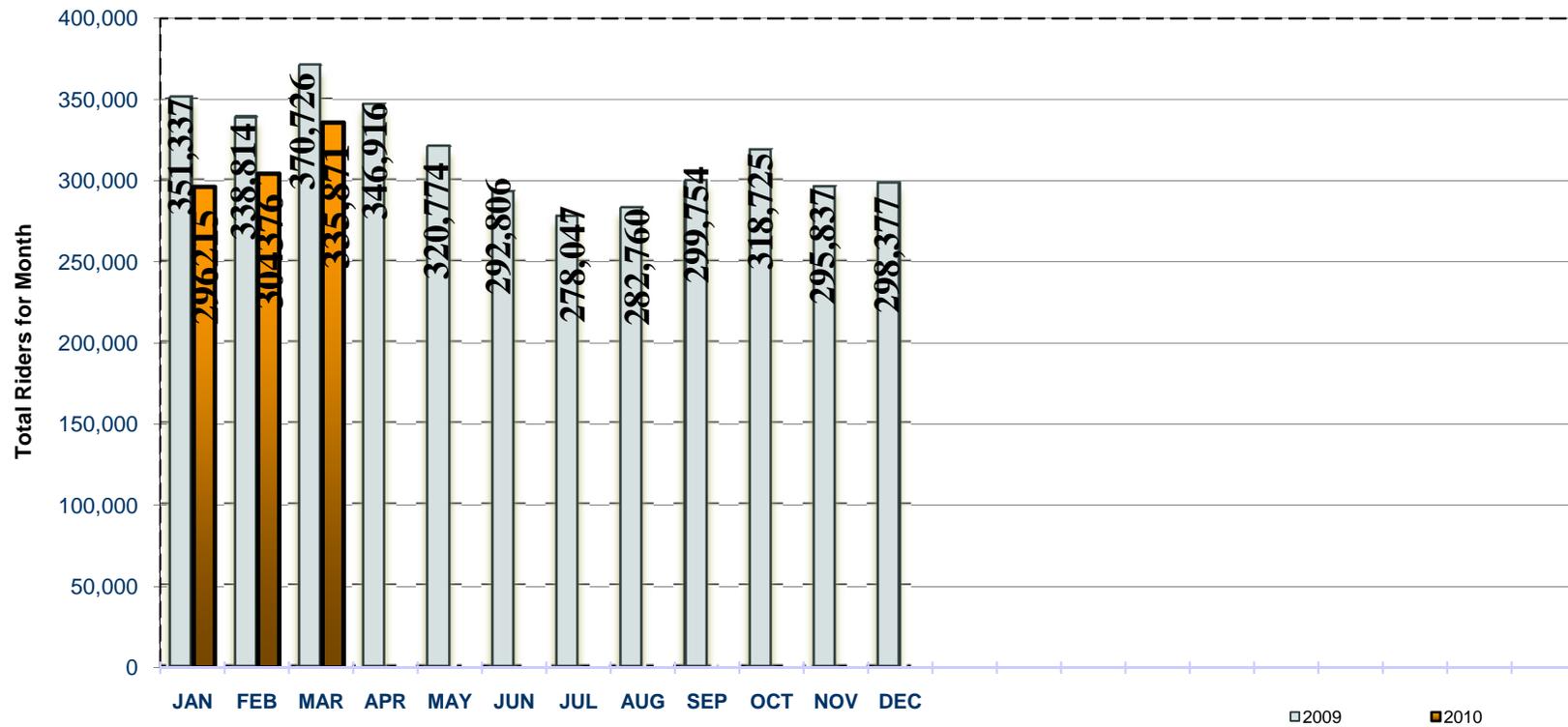




TRAIN DELAYS-2010

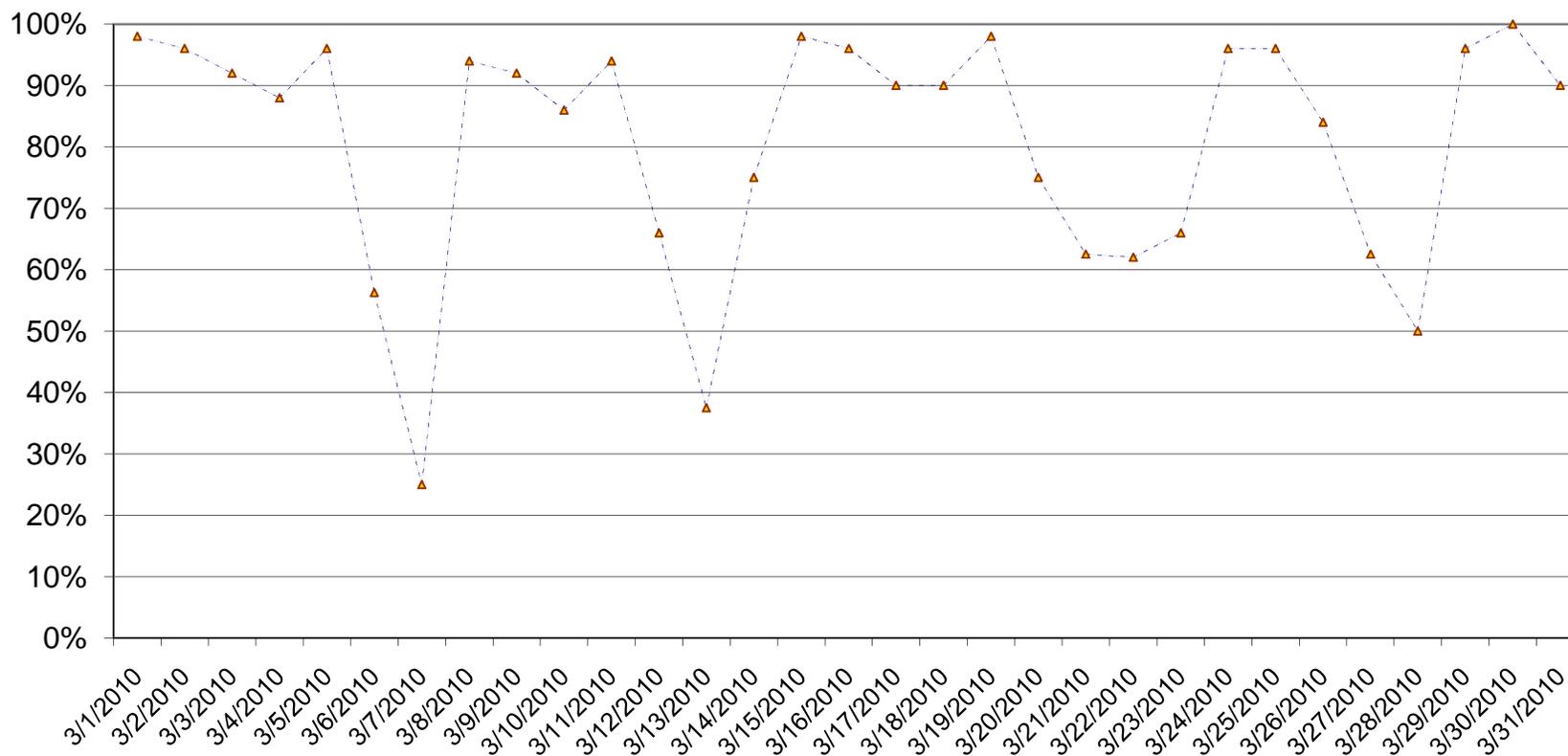


SFRTA Tri-Rail Monthly Ridership 2010





ON TIME PERFORMANCE END TO END MARCH - 2010



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING DEPARTMENT MONTHLY SUMMARY FOR MARCH 2010
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 11 new employers and 152 new employees during the month of March.

- The total number of EDP tickets recorded as sold in March was 3,012 and the total revenue generated was reported as \$175,065.10.

The following companies joined the EDP in March:

Employer	Enrollment Date	City
Barbara Katz Sportswear	03/02/2010	Boca Raton
Ben-Ezra & Katz, P.A.	03/11/2010	Fort Lauderdale
Cardia Call, LLC	03/12/2010	Hollywood
Celsius Holding Corporation	03/11/2010	West Palm Beach
Four Seasons Hotel - Miami	03/05/2010	Miami
Hilton Garden Inn	03/09/2010	Dania Beach
K & K Transfer	03/02/2010	Hollywood
Omni Comm Systems, Inc.	03/24/2010	Fort Lauderdale
Pinmar U.S.A, Inc.	03/17/2010	Fort Lauderdale
Pritikin Longevity Center	03/24/2010	Doral
West Construction, Inc.	03/01/2010	Lake Worth

EDP SALES MISSIONS

Employer	City
American Express	Plantation
Florida International University	Miami
Patriot Risk Management	Fort Lauderdale
South Florida Urban Ministries	Miami
United Health Care	Sunrise

MARKETING DEPARTMENT – MARCH ACTIVITIES:

APTA - “TELLING OUR STORY”

Director of Marketing Bonnie Arnold continues to work with the American Public Transportation Association (APTA) leadership to support the APTA Chair M.P. Carter’s “Telling Our Story” initiative. Working with bus manufacturers in four different states, she is spearheading a task force, along with two APTA business members from Parsons Brinckerhoff, whose purpose is to bring national attention to the fact that public transportation means jobs. She and other members of the task force are planning a bus trip beginning at four manufacturing plants and ending up in Washington, D.C. at Capitol Hill.

BICYCLE LOCKER PROGRAM

Marketing Department staff members continue to meet with members from Planning, Operations, Safety and Security, Budget and Finance, Human Resources, and any other departments, as needed, to work on the logistical plan for the Bicycle Locker Program. The South Florida Regional Transportation Authority (SFRTA) anticipates kicking off the program with a soft launch at Tri-Rail’s West Palm Beach Station on Monday, June 14, 2010 and continues to work closely with our partners at South Florida Commuter Services (SFCS) to ensure a smooth transition for the bicycle lockers at Tri-Rail’s Boca Raton Station.

EASY CARD

A transition team, including representatives from the SFRTA Marketing, Finance, Special Projects and IT departments, has been formed to facilitate the turnover from the current SFRTA ticketing system to an Automated Fare Collection System via the “Easy Card.” Also on the transition team are representatives of Cubic, Jones-Worley and The Cunningham Group.

EMPLOYER PRESENTATIONS

SFRTA Marketing staff members were invited to present the benefits of the Employer Discount Program to the employees of Miami-Dade Expressway Authority during their monthly staff meeting.

TENANT PRESENTATIONS

The SFRTA joined forces with SFCS and South Florida Vanpools to provide presentations to the tenants of several corporate buildings in the Blue Lagoon Business Park on three separate days. These sessions provided information to companies in the area about programs for alternative transportation options (a major 826-836 construction project is scheduled to start soon with far-reaching effects on local traffic). The property management companies hosting the presentations included, Hogan, Hines and Taylor & Mathis.

TRAIN SAFETY AWARENESS WEEK

The kick-off meeting for this year's Train Safety Awareness Week was held on March 19 at SFRTA headquarters. Marketing was on-hand to provide the Executive and Operations teams with support in preparing for this week-long "information blitz," scheduled for the week of April 19.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- Center for Urban Transportation Research – Weekly Webinar
- South Florida Clean Cities Coalition – Monthly Meeting
- South Florida Media Coalition – Monthly Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

March 2010

Revenue:

Train Revenue

For March 2010 year-to-date (YTD) actual revenue is down \$84,227 or 1% when compared to the FY 2009/10 YTD budgeted revenue. FY 2009-10, YTD actual revenue has increased by \$263,066 when compared to the FY 2008/09 YTD actual revenue.

Expenses:

Currently, expenses are \$2,557,150 or 6% below budget. All expenses are well within budget.

- Train Operations YTD are currently 2% below budget.
- Train fuel expense is currently 2% below budget due to the decrease in the price of fuel.
- Security expense is 2% below budget when compared to the FY 2009/10 YTD budget.
- Feeder bus expense is 5% below budget when compared to the FY 2009/10 YTD budget.
- Professional Services when compared to the FY 2009/10 YTD budget are 38% below budget. This can be attributed to an overall decrease in legal and consultant services.
- General and Administrative expenses when compared to the FY 2009/10 YTD budget are 16% below budget. This can be attributed to a decrease in business travel, general training, and office supplies expenses.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH 31, 2010**

	March 2010 Actual	March 2010 Budget	Variances	%	March YTD Actual	March YTD Budget	Variances	%
Revenues:								
Train Revenue	\$ 976,553	\$ 940,796	\$ 35,757	4%	\$ 7,760,356	\$ 7,844,583	\$ (84,227)	-1%
Interest/Dividend Income	12,287	13,750	(1,463)	-11%	120,364	123,750	(3,386)	-3%
Other Income	-	-	-	0%	-	-	-	0%
Total Train Revenue	988,840	954,546	34,294	4%	7,880,720	7,968,333	(87,613)	-1%
Operating Assistance:								
FDOT Operating JPA	325,745	819,340	(493,595)	-60%	10,755,656	10,781,178	(25,522)	0%
FDOT Feeder Service JPA	366,279	395,750	(29,471)	-7%	2,588,598	2,610,033	(21,435)	-1%
FDOT Contracted Dispatch Service	-	-	-	0%	1,801,522	2,021,802	(220,280)	-11%
FDOT - Marketing Grant	-	-	-	0%	280,275	347,706	(67,431)	-19%
FDOT - Maintenance of NRB	-	-	-	0%	161,745	293,333	(131,588)	-45%
FHWA	-	-	-	0%	2,523,600	2,773,072	(249,472)	-9%
FTA Assistance	418,703	596,000	(177,297)	0%	7,009,046	7,809,980	(800,934)	-10%
Counties Contribution	704,640	1,055,985	(351,345)	-33%	2,583,030	2,934,375	(351,345)	-12%
Transfer Fund from Capital	1,201,110	1,802,639	(601,529)	-33%	4,404,720	5,006,249	(601,529)	-12%
Other Local Funding	-	-	-	0%	161,719	161,719	-	0%
Total Operating Assistance	3,016,477	4,669,714	(1,653,237)	-35%	32,269,911	34,739,447	(2,469,536)	-7%
Total Revenue	4,005,317	5,624,260	\$ (1,618,943)	-29%	\$ 40,150,631	\$ 42,707,780	\$ (2,557,149)	-6%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH 31, 2010**

	March 2010		March 2010		March YTD		March YTD		%
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
Expenses:									
Train Operations									
Train Operations Contract	\$ 818,096	\$ 1,042,394	\$ 7,047,743	\$ 7,097,544	(22%)	(49,800)	-1%		
Train Operation - Fuel	502,890	563,500	4,399,643	4,476,500	-11%	(76,857)	-2%		
Emergency Bus Service	-	2,500	-	22,500	-100%	(22,500)	-100%		
Security Contract	358,749	483,050	3,639,645	3,697,450	-26%	(57,805)	-2%		
Feeder Bus	302,150	473,544	3,453,333	3,617,398	-36%	(164,065)	-5%		
Station Utilities	34,217	65,417	432,367	493,749	-48%	(61,382)	-12%		
EMS Boards	2,707	4,167	46,891	50,000	-35%	(3,109)	-6%		
Special Trains	-	300	-	2,700	-100%	(2,700)	-100%		
Insurance	-	-	1,971,738	2,000,000	0%	(28,262)	-1%		
Toll Free Numbers	5,935	9,500	52,886	54,500	-38%	(1,614)	-3%		
Alarm System	550	1,658	2,596	14,925	-67%	(12,329)	-83%		
APTA Dues	-	1,583	-	14,250	-100%	(14,250)	-100%		
Total Train Operations	2,025,294	2,647,613	21,046,842	21,541,516	-24%	(494,674)	-2%		
Train and Station Maintenance									
Train Maintenance	900,407	1,200,492	8,625,009	8,691,143	-25%	(66,134)	-1%		
ROW Maintenance	20,006	191,667	188,069	269,000	-90%	(80,931)	-30%		
TVM Maintenance	28,045	54,042	191,624	261,375	-48%	(69,751)	-27%		
Dispatch	183,704	311,589	1,752,902	2,129,301	-41%	(376,399)	-18%		
Total Train and Station Maintenance	1,132,162	1,757,790	10,757,603	11,350,819	-36%	(593,216)	-5%		
Personnel Expenses									
Salaries and Wages	505,456	563,975	4,870,553	5,085,774	-10%	(215,220)	-4%		
Taxes	44,245	51,881	366,020	376,931	-15%	(10,911)	-3%		
Group Insurance	77,767	86,633	706,787	744,700	-10%	(37,913)	-5%		
Pension	52,139	67,615	504,866	588,534	-23%	(83,668)	-14%		
Total Personnel Expenses	679,607	770,104	6,448,227	6,795,938	-12%	(347,711)	-5%		
Professional Services									
Auditing Services	-	-	89,235	89,235	0%	-	0%		
Legal Services	12,972	45,833	126,935	412,500	-72%	(285,565)	-69%		
Professional Services	39,000	52,238	356,631	417,833	-25%	(61,202)	-15%		
Total Professional Services	51,972	98,071	572,801	919,568	-47%	(346,767)	-38%		

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH 31, 2010**

	March 2010 Actual	March 2010 Budget	Variances	%	March YTD Actual	March YTD Budget	Variances	%
General and Administrative Expenses								
Bank & Credits Cards Fees	23,602	50,833	(27,231)	-54%	245,551	251,000	(5,449)	-2%
Building Maintenance	6,549	9,000	(2,451)	-27%	73,651	96,500	(22,849)	-24%
Business Travel	4,303	21,402	(17,099)	-80%	72,344	91,120	(18,776)	-21%
Materials & Supplies	10,379	18,133	(7,754)	-43%	74,091	112,500	(38,409)	-34%
Membership/Dues/Subscriptions	1,042	22,449	(21,407)	-95%	108,680	112,042	(3,362)	-3%
Office Rent	70,062	96,250	(26,188)	-27%	524,924	528,750	(3,826)	-1%
Printing & Advertising	1,712	20,008	(18,296)	-91%	21,794	45,075	(23,281)	-52%
Seminars and Training	1,298	13,322	(12,024)	-90%	27,741	52,395	(24,654)	-47%
Telecommunications	6,239	18,868	(12,629)	-67%	111,013	192,315	(81,302)	-42%
Vehicle Operations & Maintenance	4,670	6,750	(2,080)	-31%	44,393	60,750	(16,357)	-27%
Miscellaneous Personnel Expenses	426	1,783	(1,357)	-76%	4,590	9,300	(4,710)	-51%
Total General and Administrative Expenses	130,282	278,799	(148,517)	-53%	1,308,772	1,551,747	(242,975)	-16%
Marketing Expenses								
Advertising	2,039	3,333	(1,294)	-39%	22,265	30,000	(7,735)	-26%
Special Programs	2,328	4,167	(1,839)	-44%	32,914	37,500	(4,586)	-12%
Customer Service/Information	4,487	9,283	(4,796)	-52%	82,195	83,543	(1,348)	-2%
Marketing Contract	61,263	67,500	(6,237)	-9%	479,901	558,750	(78,849)	-14%
Promotional Materials	209	209	-	0%	15,000	15,000	-	0%
Smart Card/Easy Card Campaign	10,700	25,000	(14,300)	-57%	31,200	161,875	(130,675)	-81%
Marketing Supplies	1,474	1,975	(501)	-25%	16,109	17,774	(1,664)	-9%
Total Marketing Expenses	82,500	111,466	(28,966)	-26%	679,585	904,441	(224,856)	-25%
Reserves and Transfers								
Reserve	-	41,667	(41,667)	-100%	-	375,000	(375,000)	-100%
Expenses Transferred to Capital	(96,500)	(81,250)	(15,251)	19%	(663,199)	(731,250)	68,050	-9%
Total Reserves and Transfers	(96,500)	(39,583)	(56,917)	144%	(663,199)	(356,250)	(306,950)	86%
Total Expenses	\$ 4,005,317	\$ 5,624,260	\$ (1,618,943)	-29%	\$ 40,150,631	\$ 42,707,780	\$ (2,557,149)	-6%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
3/01/10 TO 3/31/10

REVENUE	MARCH 2010 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2009-10 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$976,553	\$ 7,760,356	\$7,844,583	(\$84,227)	\$10,212,434	\$2,452,078
Interest Income / Other Income	12,287	120,364	123,750	(3,386)	165,000	44,636
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$988,840	\$7,880,720	\$7,968,333	(\$87,613)	\$10,377,434	\$2,496,714
OPERATING ASSISTANCE						
FDOT Operating JPA	325,745	10,755,656	10,781,178	(25,522)	\$12,705,000	1,949,344
FDOT Feeder Service JPA	366,279	2,588,598	2,610,033	(21,435)	3,040,767	452,169
FDOT Contracted Dispatch Service	-	1,801,522	2,021,802	(220,280)	2,529,068	727,546
FDOT-Marketing Grant	-	280,275	347,706	(67,431)	550,000	269,725
FDOT Maintenance of NRB	-	161,745	293,333	(131,588)	440,000	278,255
FHWA	-	2,523,600	2,773,072	(249,472)	4,000,000	1,476,400
FTA Assistance	418,703	7,009,046	7,809,980	(800,934)	10,723,847	3,714,801
Counties Contribution	704,640	2,583,030	2,934,375	(351,345)	4,695,000	2,111,970
Transfer Fund from Capital	1,201,110	4,404,720	5,006,249	(601,529)	8,010,000	3,605,280
Other Local Funding	-	161,719	161,719	-	261,000	99,281
TOTAL ASSISTANCE	3,016,477	32,269,911	34,739,447	(2,469,536)	46,954,682	14,684,771
TOTAL REVENUE	\$4,005,317	\$40,150,631	\$42,707,780	(\$2,557,149)	\$57,332,116	\$17,181,485

EXPENSES	MARCH 2010 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2009-10 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,025,294	21,046,842	21,541,516	494,674	27,867,357	6,820,515
Train and Station Maintenance	1,132,162	10,757,603	11,350,819	593,216	16,253,335	5,495,732
Personnel Expenses	679,607	6,448,227	6,795,938	347,711	9,061,251	2,613,024
Professional Fees	51,972	572,801	919,568	346,767	1,266,090	693,289
General & Administrative Expenses	130,282	1,308,772	1,551,747	242,975	2,068,995	760,223
Marketing Expenses	82,500	679,585	904,441	224,856	1,290,088	610,503
Reserve	-	-	375,000	375,000	500,000	500,000
Expenses Transferred to Capital	(96,500)	(663,199)	(731,250)	(68,051)	(975,000)	(311,801)
TOTAL EXPENSES	\$4,005,317	\$40,150,631	\$42,707,780	\$2,557,149	\$57,332,116	\$17,181,485

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 FARE RECOVERY RATIO
 FISCAL YEAR 2009-2010**

	<u>MARCH 2010</u>	<u>YEAR TO DATE</u>
TRAIN REVENUE	976,553	7,760,356
TOTAL EXPENSES*	4,005,317	40,150,631
LESS:		
FEEDER SERVICE	302,150	3,453,333
DISPATCH	183,704	1,752,902
PLANNING	63,014	584,154
TOTAL PASS-THROUGH EXPENSES	548,868	5,790,389
TOTAL EXPENSES LESS PASS-THROUGH EXPENSES*	3,456,449	34,360,242
FARE BOX RECOVERY RATIO **	28%	23%

*Based on estimates (accruals) and actual figures.

**Based on estimates and actual figures. At year - end, the ratio will be a function of actual expenses

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
MARCH 31, 2010

ASSETS

Current assets:

Cash and cash equivalents	\$ 48,027,484
Accounts receivable:	
State grants	10,219,984
Federal Grants	7,369,648
Other	7,657
Prepaid expenses	320,444
Deposits	14,506
Total current assets	65,959,723

Noncurrent assets:

Capital assets (net of accumulated depreciation)	576,924,495
Total noncurrent assets	576,924,495
Total assets	\$ 642,884,218

LIABILITIES

Current liabilities:

Accounts payable	\$ 2,695,758
Accruals	3,317,429
Compensated absences	328,068
Deferred revenue	71,381
Due to other governmental units	11,507
Total current liabilities	6,424,143

Noncurrent liabilities:

Compensated absences	492,103
Deposits	1,534,895
Advances from FDOT	3,633,437
Total noncurrent liabilities	5,660,435
Total liabilities	\$ 12,084,578

NET ASSETS

Invested in Capital Assets	\$ 576,924,495
Reserved for Encumbrances	10,564,949
Reserved for Capital Projects	27,600,079
Unrestricted	15,710,117
Total net assets	630,799,640
Total liabilities and net assets	\$ 642,884,218



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During March 2010, the SFRTA Accounts Payable division processed 373 invoices totaling \$5,127,868.81 and disbursed 194 checks, excluding payroll, totaling \$5,274,215.25.

Invoices over \$2,500 represent 34.0% (66 checks) of all invoices processed in the month of March, and represent 99.0% of the value (\$5,205,908.44) of all checks processed in March 2010.

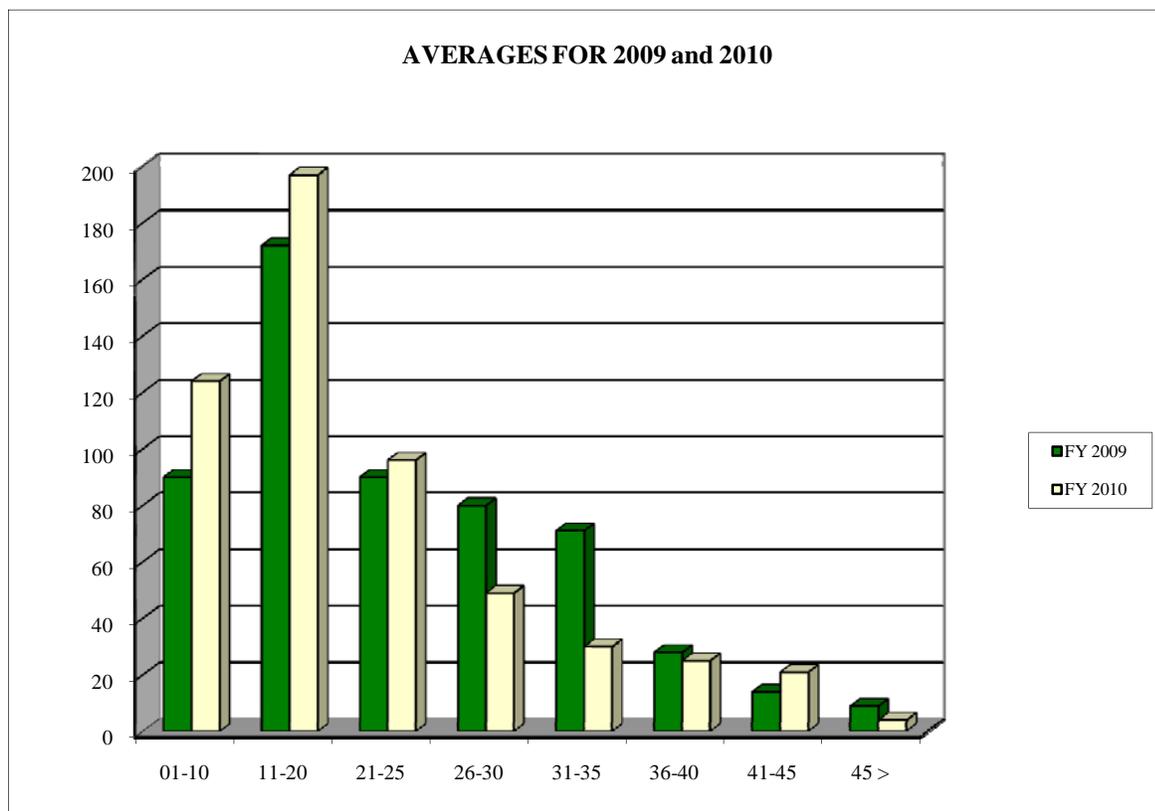
Accounts Payable processed 80.3% (53 checks) of the checks over \$2,500 within the 21-25 days, with 89.4% (59 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - MARCH 2010**

AGENDA ITEM NO. F

FOR INVOICES \$2,500 AND OVER

MONTHLY AVERAGE JULY 2009 TO JUNE 2010		MONTHLY AVERAGE JULY 2008 TO JUNE 2009	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	22.7%	0 -10 Days	16.2%
11-20 Days	36.1%	11-20 Days	31.0%
21-25 Days	17.6%	21-25 Days	16.2%
26-30 Days	9.0%	26-30 Days	14.4%
31-35 Days	5.5%	31-35 Days	12.8%
36-40 Days	4.6%	36-40 Days	5.1%
41-45 Days	3.8%	41-45 Days	2.5%
Over 45 Days	0.7%	Over 45 Days	1.6%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 THRU MARCH 31, 2010

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
3/3/2010	3/3/2010	3/3/2010	3/4/2010	1	DEPT OF FINANCIAL SVCS	Deferred Compenstion	6,278.76
3/3/2010	3/3/2010	3/3/2010	3/4/2010	1	DEPT OF FINANCIAL SVCS	Deferred Compenstion	6,278.76
3/24/2010	3/24/2010	3/24/2010	3/25/2010	1	DEPT OF FINANCIAL SVCS	Deferred Compenstion	6,728.76
3/3/2010	3/3/2010	3/3/2010	3/4/2010	1	FLORIDA DIVISION OF RETIREMENT	Retirement	73,506.16
3/30/2010	3/30/2010	3/30/2010	3/31/2010	1	PROLOGIS TRUST	Office Rent -04/10	57,549.60
3/3/2010	3/3/2010	3/3/2010	3/4/2010	1	SUNTRUST PAYROLL TAXES	Payroll Taxes	71,433.08
3/2/2010	3/2/2010	3/3/2010	3/4/2010	2	FLORIDA DEPT OF REVENUE	Unemployment Revenue	7,137.26
3/2/2010	3/2/2010	3/3/2010	3/4/2010	2	SUNTRUST PAYROLL TAXES	Payroll Taxes	68,689.34
3/5/2010	3/5/2010	3/10/2010	3/11/2010	6	COMTECH 21	800 Svc -02/10	7,732.35
3/3/2010	3/3/2010	3/10/2010	3/11/2010	8	CLASSSIC FENCE COMPANY, ICN	Provide labor, materials & equipment to extend north fences at WPB facility	16,509.80
2/24/2010	3/1/2010	3/3/2010	3/4/2010	8	UNUM LIFE INSURANCE	Long Term Disability	4,249.87
3/15/2010	3/15/2010	3/24/2010	3/25/2010	10	PROLOGIS TRUST	CAM Oper Exp -01/01-12/31/2009	10,999.73
3/1/2010	3/3/2010	3/10/2010	3/11/2010	10	WACKENHUT CORPORATION	Security Officers -02/21/10	203,169.14
2/18/2010	2/22/2010	3/1/2010	3/2/2010	12	WACKENHUT CORPORATION	Security Officers	89,955.76
3/10/2010	3/10/2010	3/22/2010	3/23/2010	13	CITY OF HOLLYWOOD	Wtr/Swr SS -02/03-03/04/2010	2,880.72
2/17/2010	2/23/2010	3/1/2010	3/2/2010	13	SFEC TMA	SFEC TMA Feeder Bus Service	7,098.97
2/25/2010	3/3/2010	3/10/2010	3/11/2010	14	BITNER GOODMAN INC	Mrkt PR Svcs -02/10	59,087.26
2/16/2010	2/22/2010	3/1/2010	3/2/2010	14	CSX TRANSPORTATION	General Flagging Services for station/facility maintenance tasks	29,816.51
3/11/2010	3/11/2010	3/24/2010	3/25/2010	14	FLORIDA POWER & LIGHT	Station Utilities	8,749.55
2/25/2010	3/1/2010	3/10/2010	3/11/2010	14	HDR ENGINEERING INC	Permitting & Construction Admin./Observation Services Holland Park Mitigation Project	19,804.03
2/18/2010	3/1/2010	3/3/2010	3/4/2010	14	MACMILLAN OIL COMPANY	Train Fuel	208,255.19
3/9/2010	3/17/2010	3/22/2010	3/23/2010	14	MIAMI DADE	Easy Ticket	9,700.00
3/10/2010	3/17/2010	3/24/2010	3/25/2010	15	BITNER GOODMAN INC	Mrkt PR Svcs -02/10	61,262.75
3/16/2010	3/29/2010	3/31/2010	4/1/2010	16	BOMBARDIER MASS TRANSIT	Additional Work PROJ F03-10 Safety Line on 15T Crane	19,899.72
3/8/2010	3/17/2010	3/24/2010	3/25/2010	17	LIMOUSINES OF SOUTH FLORIDA	Boca Feeder Svc -2/16-28/2010	213,675.00
3/8/2010	3/17/2010	3/24/2010	3/25/2010	17	NATIONAL RAILROAD PASSENGER	Amtrak Dispatch	183,694.00
3/8/2010	3/17/2010	3/24/2010	3/25/2010	17	SFEC TMA	SFEC TMA Feeder Bus Svc - 02/2010	7,472.60
2/11/2010	2/23/2010	3/1/2010	3/2/2010	19	AWARE DIGITAL, INC	One year warranty with 2 unilateral one	13,186.74
2/11/2010	2/23/2010	3/1/2010	3/2/2010	19	TEQUIPMENT.NET	Dranetz DBPV500 Voltage data logge	5,272.25
2/10/2010	2/23/2010	3/1/2010	3/2/2010	20	ACS TRANSPORT SOLUTIONS	ACS (TVM) Software Support - 02/10	13,451.80
2/19/2010	2/19/2010	3/10/2010	3/11/2010	20	MANSFIELD OIL COMPANY	Fuel Exp -01/01-15/10	3,096.34
3/5/2010	3/16/2010	3/24/2010	3/25/2010	20	VEOLIA TRANSPORTATION	Commuter Rail Opertions -02/01-28/2010	667,974.40
2/9/2010	2/16/2010	3/1/2010	3/2/2010	21	MERIDIAN MANAGEMENT	Station Maintenance -01/01-31/10	207,448.91
3/4/2010	3/17/2010	3/24/2010	3/25/2010	21	MERIDIAN MANAGEMENT	Station Maintenance -07/28/2009	31,343.92
2/8/2010	2/11/2010	3/1/2010	3/2/2010	22	BERGMANN ASSOCIATES INC	Interim Track Inspection & Reporting for the New River Bridge	7,282.22
2/8/2010	2/19/2010	3/1/2010	3/2/2010	22	PALMTRAN	Palm Tran Boca Shuttle Route 94 -01/10	17,685.00
2/8/2010	2/19/2010	3/1/2010	3/2/2010	22	RITTERS PRINTING	B&W Tri-Fold Schedules -02/10	3,632.27
3/2/2010	3/18/2010	3/24/2010	3/25/2010	23	ACORDIA WPB DIVISION	Acordia - Workers Comp -03/2010	2,586.50
2/16/2010	2/26/2010	3/10/2010	3/11/2010	23	TYLER WORKS/EDEN DIVISION	Tyler Technologies EDEN Division Support and Maintenance	50,275.04
3/1/2010	3/9/2010	3/24/2010	3/25/2010	24	BOMBARDIER MASS TRANSIT	Base Train Maintenance	767,921.33
2/3/2010	2/23/2010	3/1/2010	3/2/2010	27	RESPECT OF FLORIDA	Janitorial Svcs -01/01-31/10	5,122.77
2/11/2010	2/22/2010	3/10/2010	3/11/2010	28	PALMTRAN	PALM TRAN Feeder Svcs -02/10	277,777.74
2/1/2010	2/23/2010	3/1/2010	3/2/2010	29	CDW G	Esker Workgroup Fax 1 Line Bundle	3,488.58
2/2/2010	2/22/2010	3/3/2010	3/4/2010	30	BOMBARDIER MASS TRANSIT	Safety Incentive -01/21-22/10	830,061.81
2/5/2010	2/5/2010	3/10/2010	3/11/2010	34	AT&T	Reg Summ -02/2010	10,446.36
2/5/2010	2/5/2010	3/10/2010	3/11/2010	34	FLORIDA POWER & LIGHT	Station Utilities	25,324.10
2/16/2010	3/17/2010	3/24/2010	3/25/2010	37	ACS TRANSPORT SOLUTIONS	ACS (TVM) Software Support - 03/10	27,307.15
2/8/2010	2/22/2010	3/24/2010	3/25/2010	45	PALMTRAN	PalmTran Feeder Svcs -02/12/10	55,555.56
				48	TOTAL OPERATING EXPENDITURES		\$ 4,487,855.46

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 THRU MARCH 31, 2010

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
CAPITAL EXPENDITURES							
3/1/2010	3/1/2010	3/1/2010	3/2/2010	1	PB AMERICAS, INC	Retainage release	38,673.70
3/8/2010	3/17/2010	3/17/2010	3/18/2010	10	CARTER AND BURGESS INC	Provide SFRTA with a multidisciplinary Project Manager (PM)	14,491.22
2/17/2010	2/23/2010	3/1/2010	3/2/2010	13	AWARE DIGITAL, INC.	Rolling Stock Camera Upgrade -01/10	6,379.89
2/24/2010	3/8/2010	3/10/2010	3/11/2010	15	FINFROCK CONSTRUCTION	Design-Build Services for construction of the new, three level precast parking garage	242,368.20
3/3/2010	3/11/2010	3/17/2010	3/18/2010	15	KIMLEY HORN AND ASSOCIATES	Assist SFRTA prepare the required National Environmental Policy Act (NEPA)	85,307.10
3/16/2010	3/25/2010	3/31/2010	4/1/2010	16	BOMBARDIER MASS TRANSIT	Additional Work PROJ 01-10 Wheel Storage Aand Paint Track Area Lights	4,942.14
3/5/2010	3/11/2010	3/22/2010	3/23/2010	18	JET PAVEMENT	Supply and install 2R1-1 Stop signs and post (diamond grade)	2,620.00
2/10/2010	2/22/2010	3/1/2010	3/2/2010	20	CARTER AND BURGESS INC	Provide SFRTA with a multidisciplinary Project Manager (PM) to provide expertise	19,840.79
2/10/2010	2/22/2010	3/1/2010	3/2/2010	20	PB AMERICAS, INC	Provide necessary professional planning services	5,144.21
2/8/2010	2/22/2010	3/1/2010	3/2/2010	22	LTK ENGINEERING SERVICE	Provide Engineering, Technical Suppor	16,583.72
2/8/2010	2/17/2010	3/1/2010	3/2/2010	22	WEEKLY ASPHALT PAVING	Dania Beach Temporary Parking Improvements	84,568.13
2/8/2010	3/1/2010	3/1/2010	3/2/2010	22	BERGMANN ASSOCIATES INC	Preparation of Report for Desision Making Regarding Train Tracking and PIS.	26,466.97
2/16/2010	2/26/2010	3/10/2010	3/11/2010	23	HDR ENGINEERING INC	Assist the South Florida Regional Transportation Authority (SFRTA)	56,944.10
2/4/2010	2/12/2010	3/1/2010	3/2/2010	26	BERGMANN ASSOCIATES INC	Facility Condition Assessment Inspections at 18 Tri-Rail Stations.	6,659.81
2/10/2010	2/23/2010	3/10/2010	3/11/2010	29	WABTEC	Head-Inside Disc Brake	43,428.00
2/5/2010	2/24/2010	3/10/2010	3/11/2010	34	WEST CONSTRUCTION, INC	Services for the Golden Glades Station Stucco Repairs	49,050.00
1/22/2010	2/23/2010	3/1/2010	3/2/2010	39	CDW G	HP Designjet Plotter, Item #1927143, ~ HP	6,585.00
1/25/2010	2/26/2010	3/10/2010	3/11/2010	45	TYLER WORKS/EDNE DIVISION	TOP Fax Output Channel-Software and Tyler Output Processor-Software	8,000.00
				18	TOTAL CAPITAL EXPENDITURES		\$ 718,052.98
				66	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 5,205,908.44

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 23, 2010
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
MARCH 1, 2010 TO MARCH 31, 2010**

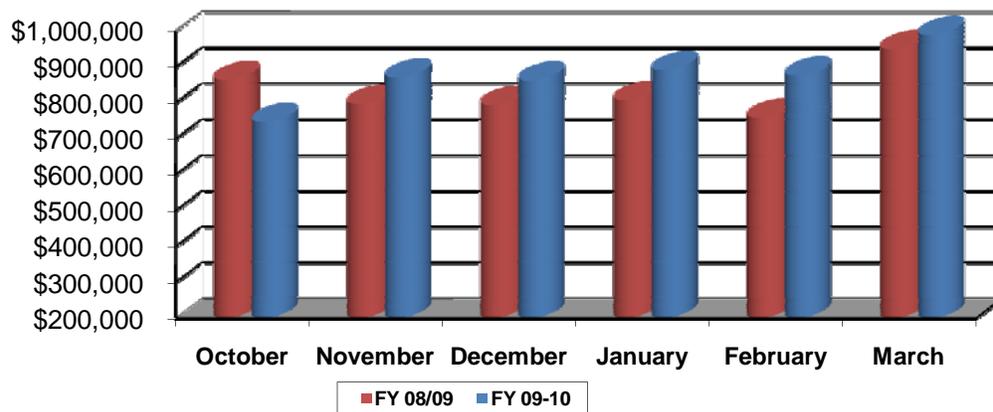
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	15	22.7%	22.7%
11-20 days	26	39.4%	62.1%
21-25 days	12	18.2%	80.3%
26-30 days	6	9.1%	89.4%
31-35 days	3	4.5%	93.9%
36-40 days	2	3.0%	97.0%
41-45 days	2	3.0%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	66	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- MARCH 2010**

REVENUE - MARCH 2010

DESCRIPTION	Mar-09	Mar-10	VARIANCE	%
Weekday Sales	766,905	852,760	85,855	11.2%
Weekend Sales	126,279	123,793	(2,486)	-2.0%
Other Income	56,565	12,287	(44,278)	-78.3%
Total Revenue	949,749	988,840	39,091	4.1%

**Revenue Monthly Trends
FY 08/09 and FY 09/10**

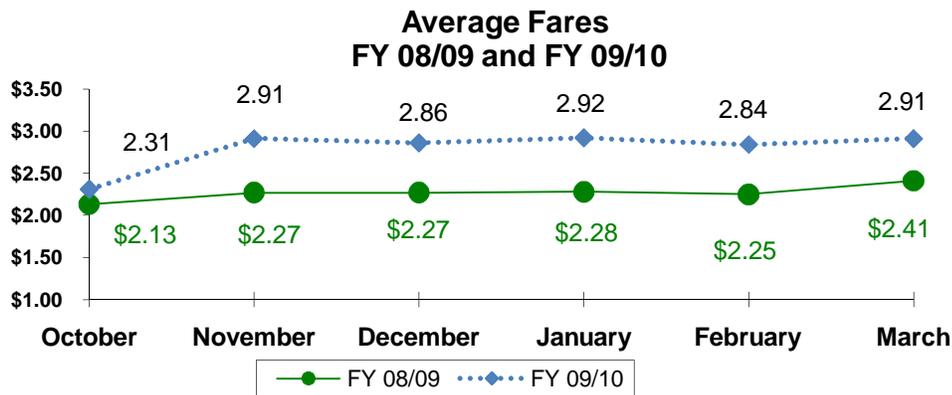


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- MARCH 2010**

SALES BY TICKET TYPE	MARCH 2009	MARCH 2010	PERCENT ⁽¹⁾ CHANGE
Palm Beach Schools	32,360	35,000	8%
Employer Disc. Program	173,237	175,065	1%
Group Tour Sales	4,520	323	-92.8%
Station Sales:			
One-Way	251,835	324,335	28.8%
Roundtrip	155,401	170,141	9.5%
12 Trips	31,021	34,032	9.7%
Monthly	54,920	62,950	14.6%
One-Way Discount	54,893	70,913	29.2%
Roundtrip Discount	43,885	49,044	11.8%
Monthly Discount	45,720	54,750	19.8%
July 08 Tickets bought in June 08 less Chargebacks.	45,392		
Total Station Sales	683,067	766,165	
Total Sales	893,184	976,553	9.3%

(1) Percent increase or decrease from previous year

AVERAGE FARE 2.41 2.91



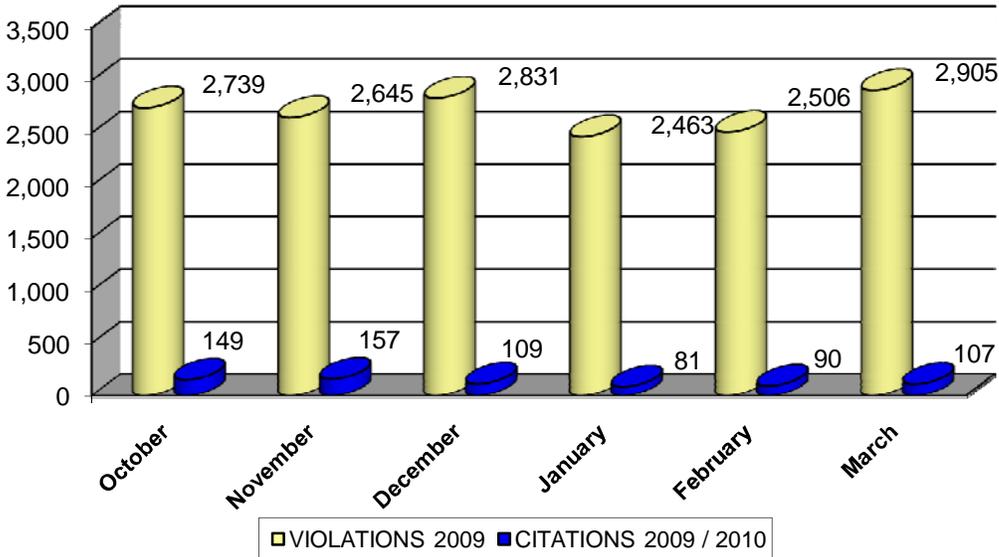
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
OCTOBER 2009 THROUGH MARCH 2010**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
OCTOBER 2009	386,124	2,739	149	2,581	121%
NOVEMBER 2009	347,253	2,645	157	2,480	117%
DECEMBER 2009	347,863	2,831	109	2,716	117%
JANUARY 2010	336,698	2,463	81	2,381	114%
FEBRUARY 2010	338,819	2,506	90	2,415	111%
MARCH 2010	385,533	2,905	107	2,795	115%
AVERAGE	357,048	2,682	116	2,561	116%

FARE EVASION % **0.75%**

FINES \$ **5,518**

**Fare Violations / Citations
2009 / 2010**





Solicitation Status Report March 2010

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
10-008	ITB	Bicycle Lockers At Tri-Rail Stations Contract Admin.: R. Becker Proj. Mgr.: P. McCammon	2/19/2010	2/22/2010	3/21/2010	3/29/2010	4/23/2010
10-005	ITB	New Locomotives Contract Admin.: P. McCammon Proj. Mgr.: D. Mazza	2/26/2010	3/1/2010	3/18/2010	4/30/2010	5/28/2010
10-013	ITB	Vending Services Contract Admin.: B. Arnold Proj. Mgr.: P. Accorto	TBD	TBD	TBD	TBD	5/28/2010
10-010	RFP	Legislative Consultant Services For The Tri-County Region and The State of Florida Contract Admin.: R. Becker Proj. Mgr.: V. Wooldridge	4/2/2010	4/5/2010	4/16/2010	5/14/2010	6/25/2010
10-011	ITB	Ticket Stock For Ticket Vending Machines Contract Admin.: P. Accorto Proj. Mgr.: M. Kanefsky	3/22/2010	3/23/2010	N/A	4/9/2010	4/23/2010

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



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of March 2010**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
Contractor Project Justification	CSX Transportation Flagging Services Flagging Services at Golden Glades	Purchase Order	17,000.00	N/A
Contractor Project Justification	Kaplan Kirsch Rockwell LLP Outside Counsel Work Outside counsel work involving labor protection and other railroad matters	Purchase Order	25,000.00	N/A



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of March 2010**

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 March, 2010		N/A	N/A



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

MARCH 2010

PRESENTED BY

 Wackenhut

**TIM CATES
PROJECT MANAGER**

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

MARCH 2010

During the month of MARCH 2010, 3349 incidents were reported to, or by Wackenhut Custom Protection Officers®, of these, one (1) Attempted Robbery, one (1) Auto Theft, one (1) Battery, five (5) Burglary Auto, and three (3) Thefts. A total of four (4) arrests were made during this month.

MAJOR INCIDENTS:

Attempted Strong Arm Robbery –onboard P642

Case # 03-10-972

Occurred on 03/09/10., Tuesday, at 1900 hours. An unknown subject attempted to take the victim's purse from her by force as she was seated on the train. No police report at this time.

LAKE WORTH STATION

Theft from vending machine

Case # 03-10-936

Occurred on 03/09/10, Tuesday, between 1310-1530 hours. Unknown person(s) broke out the front glass on the Dasani drink machine and removed an undetermined amount of drinks. Palm Beach Sheriff's Office case # 10-47944.

Battery

Case # 03-10-1406

Occurred on 03/13/10, Saturday, at 1355 hours. The victim and her ex-boyfriend became involved in a domestic type argument then the ex-boyfriend slapped the victim across the face with an open hand. No police report.

Theft -bicycle

Case # 03-10-272

Occurred on 03/02/10, Tuesday, between 1730-2130 hours. Unknown person(s) took the victim's bicycle (Huffy 26" blue) from the west platform. Palm Beach Sheriff's Office case # 010-45267.

MIAMI AIRPORT STATION

Burglary Auto

Case # 03-10-1409

Occurred on 03/13/10, Saturday, at an unknown time. Unknown person(s) broke out the left cab window of the victim's vehicle (silver, Ford Ranger) and gained entry into the vehicle. Attempt to remove the stereo system was unsuccessful. Miami Dade Police Case # 1003-13108880.

Burglary Auto

Case # 03-10-1913

Occurred between 03/17/10, Wednesday, at 1840 hours and 03/18/10, Thursday, at 0800 hours. Unknown person(s) broke out the driver's side front window of the victim's vehicle (black Honda Civic) and gained entry into the vehicle. An attempt was made to remove the radio with negative results. Miami Dade Police case # 10-03-18115722.

SHERIDAN STREET STATION

Burglary Auto

Case # 03-10-1603

Occurred on 03/15/10, Monday, between 0830-1845 hours. Unknown person(s) broke out the front passenger side window on the victim's vehicle (Nissan Pathfinder, black) and gained entry into the vehicle. Agaman, GPS unit was missing. Hollywood Police Department Case # 3310-7935.

Burglary Auto

Case # 03-10-2109

Occurred on 03/19/10, Friday, between 0830-1700 hours. Unknown person(s) gained entry into the victim's vehicle (1999 Black Kia Sportage) and attempted to remove the vehicles radio with negative results. Hollywood Police Department Case # 3310-8421.

Auto Theft

Case # 03-10-2861

Occurred on 03/26/10, Friday, between 0800-1900 hours. Unknown person(s) took the victims vehicle (1994 Burgundy 4 door Honda Accord) far east parking area. Hollywood Police Department Case # 3310-009209.

Trespassing, Loitering, and Prowling

Arrest

Case # 03-10-3184

Occurred on 03/30/10, Tuesday, at 1010 hours. The subject was first observed action suspicious (attempted to enter vehicles) in the parking lot. The subject was confronted and placed under arrest. Hollywood Police Department Case # 3310-009540.

METRORAIL STATION

Burglary Auto

Case # 03-10-2655

Occurred on 03/25/10, Thursday, between 1030-1150 hours. Unknown person(s) broke into the victim's vehicle (Meridian Maintenance white Ford Econoline Van) an attempted to pop the ignition and start the vehicle with negative results. Hialeah Police Department Case # 10-10188.

BOYTON BEACH STATION

Theft -bicycle

Case # 03-10-3306

Occurred on 03/31/10, Wednesday, between 0535-1915 hours. Unknown person(s) took the victims bicycle (Road master mountain bike-7 speeds) from the locked bike rack. Boynton Beach Police Department Case # 10-15065.

OUTSTANDING JOB PERFORMANCES

MARCH 1, 2010, Tim Cates received a letter thanking him for the assistance at the Metrorail Station and the favorable impression that it left for the French Ambassador and his entourage. They commented on the level of security that was present both on the train and at the station.

MARCH 1, 2010, C.P.O. Samuel was on the platform of the West Palm Beach Station and observed a male passenger on the pay phone who appeared to be in pain in his chest. C.P.O. Rentfro had the passenger sit on the bench and stayed with the passenger until rescue arrived and transported the passenger to the local hospital.

MARCH 3, 2010, C.P.O. Rentfro assisted another agency in the west parking area at the Ft. Lauderdale Station. C.P.O. Rentfro assisted the construction crew with traffic control in the parking lot.

MARCH 7, 2010, C.P.O. Dobrinski was riding the P669 and observed the cab car filling with smoke and much of the electrical system had failed. C.P.O. Dobrinski assisted in moving the passengers to the other cars and deterred passengers from boarding on all subsequent stops.

MARCH 10, 2010, C.P.O. Burtka noticed a strong smell coming from the west platform of the Boynton Beach Station. Upon investigation, the mechanical room had smoke inside. C.P.O. Burtka shut off the electrical room power and left the door open to remove the smoke. C.P.O. Burtka notified the proper channels to have the situation corrected. C.P.O. Burtka prevented damage to the station.

MARCH 10, 2010, C.P.O. Dale observed a brick paver in the parking lot of the Boca Ration Station. The paver was removed from the sidewalk and posed a safety hazard. C.P.O. Dale replaced the brick and notified the proper channels to have the brick replaced permanently.

MARCH 10, 2010, C.P.O. Axtell noticed that a water connection on the east platform of the Delray Beach Station had water flowing out of it and draining into the grass area. The connection could not be secured and was a safety hazard. C.P.O. Axtell notified the proper channels to have the safety hazard corrected.

MARCH 10, 2010, C.P.O. Wilson escorted a woman from the Ft. Lauderdale Station to the bus service that was recently threatened and was in fear for her safety. The passenger left the area without incident.

MARCH 14, 2010, a passenger who let another passenger use her phone approached C.P.O. Miranda. The passenger did not return the phone to the owner. C.P.O. Miranda, upon investigating the situation, had the passenger return the phone to the owner.

MARCH 15, 2010, C.P.O. Wilson assisted a woman who was lying on the ground at the Ft. Lauderdale Station by the north side glass of the Amtrak area. C.P.O. Wilson stayed with the woman until the local rescue department arrived and transported her to the hospital.

MARCH 19, 2010, C.P.O. Ciaverelli witnesses an argument between the vendor of the Pizza Grill and two passengers at the West Palm Beach Station. C.P.O. Ciaverelli separated and calmed all subjects down. C.P.O. Ciaverelli offered to notify local police if any subject wanted to pursue the matter any further and both parties did not.

MARCH 20, 2010, C.P.O. Martinez assisted a man who slipped and fell at the Metrorail Station. The passenger denied medical attention. C.P.O. Martinez assisted the man in boarding the next train. The passenger had minor injuries.

MARCH 23, 2010, C.P.O. Montgomery observed a man stuck in the elevator at the Ft. Lauderdale Station. Upon approaching the man, C.P.O. Montgomery helped the man out of the elevator. The subject left the station safely.

THE WACKENHUT CORPORATION

MONTHLY FARE EVASION REPORT

MONTH: March 2010

Date	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
3/1/2010	12,950	16,318	152	4	148	0	126%	0.9%	3%	97%	0%
3/2/2010	12667	16042	116	6	110	0	127%	0.7%	5%	95%	0%
3/3/2010	12711	14847	115	1	114	0	117%	0.8%	1%	99%	0%
3/4/2010	13,007	13,971	102	2	99	1	107%	0.7%	2%	97%	1%
3/5/2010	13,254	15,369	112	3	109	0	116%	0.7%	3%	97%	0%
3/6/2010	6,395	5,485	37	0	37	0	86%	0.7%	0%	100%	0%
3/7/2010	4,893	4,164	36	0	36	0	85%	0.9%	0%	100%	0%
3/8/2010	12,910	16,128	113	5	108	0	125%	0.7%	4%	96%	0%
3/9/2010	12,829	15,490	111	3	108	0	121%	0.72%	3%	97%	0%
3/10/2010	12,571	14,625	122	4	118	0	116%	0.83%	3%	97%	0%
3/11/2010	12,337	14,768	90	4	86	0	120%	0.61%	4%	96%	0%
3/12/2010	12,272	14,446	105	5	99	1	118%	0.73%	5%	94%	1%
3/13/2010	5,992	4,449	48	3	45	0	74%	1.08%	6%	94%	0%
3/14/2010	6,147	6,100	67	5	62	0	99%	1.10%	7%	93%	0%
3/15/2010	12,636	16,759	120	2	118	0	133%	0.72%	2%	98%	0%
3/16/2010	13,285	16,406	128	9	119	0	123%	0.78%	7%	93%	0%
3/17/2010	13,542	14,812	103	7	96	0	109%	0.70%	7%	93%	0%
3/18/2010	13,171	15,616	110	3	107	0	119%	0.70%	3%	97%	0%
3/19/2010	13,272	16,043	110	5	104	1	121%	0.69%	5%	95%	1%
3/20/2010	6,179	4,705	35	1	34	0	76%	0.74%	3%	97%	0%
3/21/2010	5,276	4,739	35	1	34	0	90%	0.74%	3%	97%	0%
3/22/2010	12,232	16,228	94	4	90	0	133%	0.58%	4%	96%	0%
3/23/2010	12,170	15,609	107	3	104	0	128%	0.68%	3%	97%	0%
3/24/2010	12,627	14,417	97	6	91	0	114%	0.67%	6%	94%	0%
3/25/2010	12,848	14,533	116	3	113	0	113%	0.80%	3%	97%	0%
3/26/2010	12,173	14,132	138	4	134	0	116%	0.98%	3%	97%	0%
3/27/2010	6,487	5,635	43	2	41	0	87%	0.76%	5%	95%	0%
3/28/2010	5,474	5,054	39	5	34	0	92%	0.77%	13%	87%	0%
3/29/2010	11,199	12,773	103	3	100	0	114%	0.81%	3%	97%	0%
3/30/2010	10,921	13,129	102	1	101	0	120%	0.78%	1%	99%	0%
3/31/2010	11,565	12,741	99	3	96	0	110%	0.78%	3%	97%	0%
Totals	335,992	385,533	2,905	107	2795	3	115%	0.75%	4%	96%	0%

THE WACKENHUT CORPORATION

Weekly/Monthly Fare Inspection Report

Month: March 2010

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
03/01/10-03/07/10	75,877	86,196	670	16	653	1	114%	0.78%	2%	97%	0%
03/08/10-03/14/10	75,058	86,006	656	29	626	1	115%	0.76%	4%	95%	0%
03/15/10-03/21/10	77,361	89,080	641	28	612	1	115%	0.72%	4%	95%	0%
03/22/10-03/28/10	74,011	85,608	634	27	607	0	116%	0.74%	4%	96%	0%
03/29/10-03/31/10	33,685	38,643	304	7	297	0	115%	0.79%	2%	98%	0%
Totals	335,992	385,533	2,905	107	2,795	3	115%	0.75%	4%	96%	0%



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
April-98	284,380	170,853	541	495	27	19	60%	0.32%	91%	5%	4%
May-98	180,788	118,150	395	350	28	18	65%	0.33%	89%	7%	5%
June-98	167,931	119,333	605	538	39	28	71%	0.51%	89%	6%	5%
July-98	164,028	114,160	753	675	56	22	70%	0.66%	90%	7%	3%
August-98	175,944	126,223	643	598	29	16	72%	0.51%	93%	5%	2%
September-98	169,522	118,346	442	419	17	6	70%	0.37%	95%	4%	1%
October-98	194,241	137,885	636	613	13	10	71%	0.46%	96%	2%	2%
November-98	172,782	123,556	564	540	11	13	72%	0.46%	96%	2%	2%
December-98	177,662	129,428	533	517	6	10	73%	0.41%	97%	1%	2%
January-99	182,432	140,296	531	509	10	12	77%	0.38%	96%	2%	2%
February-99	184,533	137,924	531	518	8	5	75%	0.38%	98%	2%	1%
March-99	206,134	161,833	710	696	6	8	79%	0.44%	98%	1%	1%
April-99	195,182	146,649	565	555	9	1	75%	0.39%	98%	2%	0%
May-99	185,160	138,211	608	594	8	6	75%	0.44%	98%	1%	1%
June-99	165,130	126,263	533	511	21	1	76%	0.42%	96%	4%	0%
July-99	157,020	124,754	470	373	93	4	79%	0.38%	79%	20%	1%
August-99	183,578	140,002	475	447	23	5	76%	0.34%	94%	5%	1%
September-99	170,632	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	235	383	8	77%	0.41%	38%	61%	0%
Totals	6,266,662	4,719,767	18,551	16,519	1757	276	75%	0.39%	89%	9%	1%

Note: Hurricane George Warning on Wednesday, 9/23/98.
 Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.
 Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.
 Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.
 * October 2000 MODIFIED FARE EVASION BEGINS
 Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.
 Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.
 January 22-24, 1999 - Friends Ride Free.
 Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% 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	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
Page 1 Total	6,266,662	4,719,767	18,551	16,519	1,757	276	75%	0.39%	96%	9%	1%
Totals	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%

* October 2000 MODIFIED FARE EVASION BEGINS

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

09/11/01 TERRORIST ATTACK



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

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

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

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

NO TRAIN SERVICE SEPTEMBER 20, 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. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,697	1966	93	1868	5	72%	0.94%	5%	95%	0%
June-06	263,417	188,847	1754	77	1675	2	72%	0.93%	4%	95%	0%
July-06	250,659	178,368	1828	86	1738	4	71%	1.02%	5%	95%	0%
August-06	269,197	197,985	1915	106	1802	7	74%	0.97%	6%	94%	0%
September-06	287,529	212,380	1842	109	1729	4	74%	0.87%	6%	94%	0%
October-06	309,013	232,544	2096	105	1986	5	75%	0.90%	5%	95%	0%
November-06	281,711	219,411	1894	97	1794	3	78%	0.86%	5%	95%	0%
December-06	271,530	220,247	2143	94	2045	4	81%	0.97%	4%	95%	0%
January-07	294,795	250,522	2201	92	2103	6	85%	0.88%	4%	96%	0%
February-07	287,357	247,655	2354	130	2220	4	86%	0.95%	6%	94%	0%
March-07	306,651	316,244	2473	129	2335	9	103%	0.78%	5%	94%	0%
April-07	274,767	316,493	2634	116	2509	9	115%	0.83%	4%	95%	0%
May-07	303,896	353,284	2874	128	2741	5	116%	0.81%	4%	95%	0%
June-07	268,097	308,831	2645	121	2519	5	115%	0.86%	5%	95%	0%
July-07	266,694	308,224	2613	117	2493	3	116%	0.85%	4%	95%	0%
August-07	295,771	331,353	2754	130	2614	10	112%	0.83%	5%	95%	0%
September-07	275,035	309,849	2385	109	2273	3	113%	0.77%	5%	95%	0%
October-07	326,094	360,151	2816	112	2698	7	110%	0.78%	4%	96%	0%
November-07	306,116	325,178	2588	133	2448	7	106%	0.80%	5%	95%	0%
December-07	294,709	308,632	2531	107	2419	5	105%	0.82%	4%	96%	0%
January-08	324,570	342,578	2655	102	2545	8	106%	0.78%	4%	96%	0%
February-08	331,830	336,290	2272	84	2179	9	101%	0.68%	4%	96%	0%
March-08	348,437	357,954	2571	77	2478	16	103%	0.72%	3%	96%	1%
April-08	352,304	374,861	2614	118	2482	14	106%	0.70%	5%	95%	1%
May-08	371,527	385,360	2893	161	2723	9	104%	0.75%	6%	94%	0%
June-08	367,215	384,174	2915	166	2743	6	105%	0.76%	6%	94%	0%
July-08	378,471	387,641	2687	123	2558	6	102%	0.69%	5%	95%	0%
August-08	353,045	367,779	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%

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

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

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

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

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

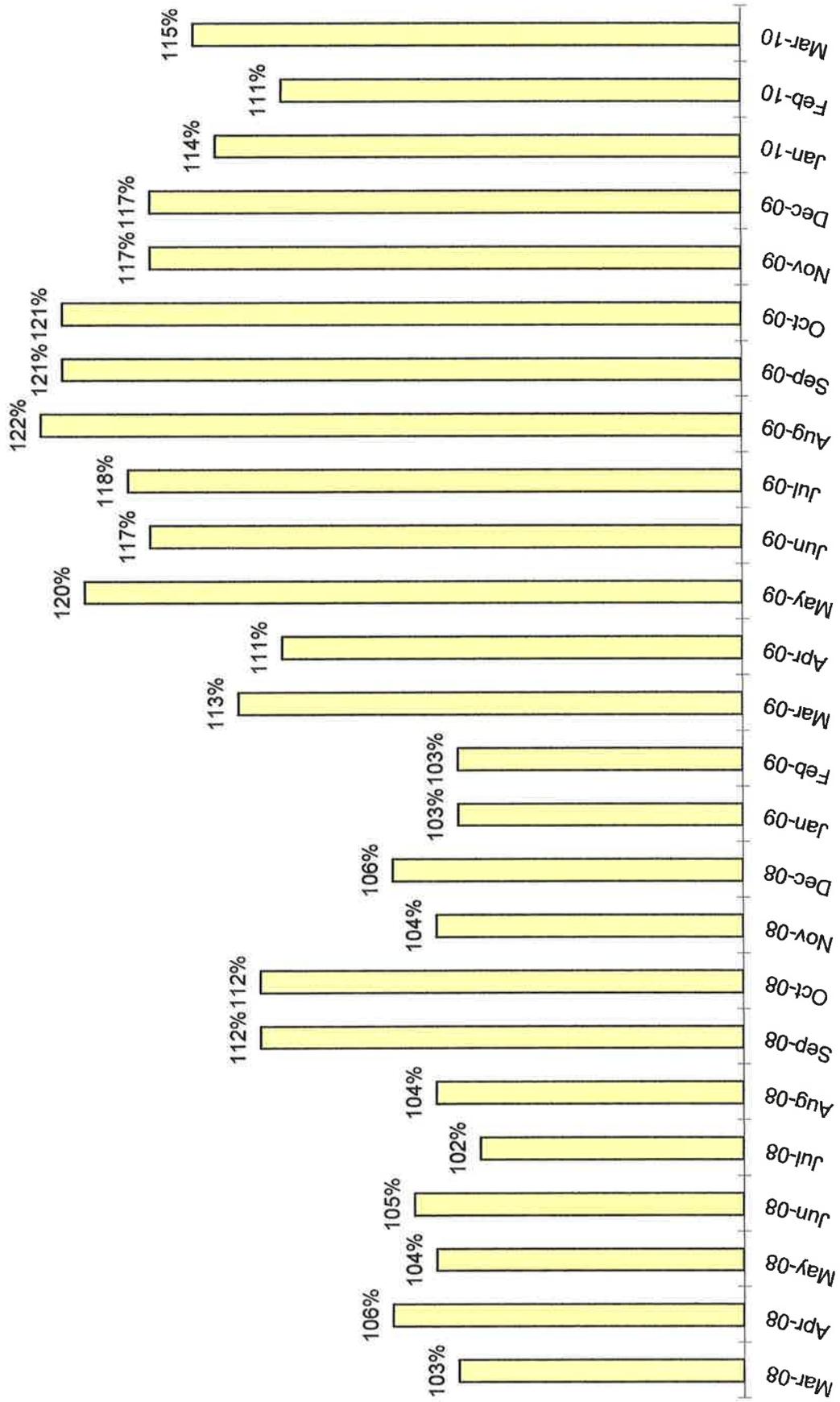
08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM KAY



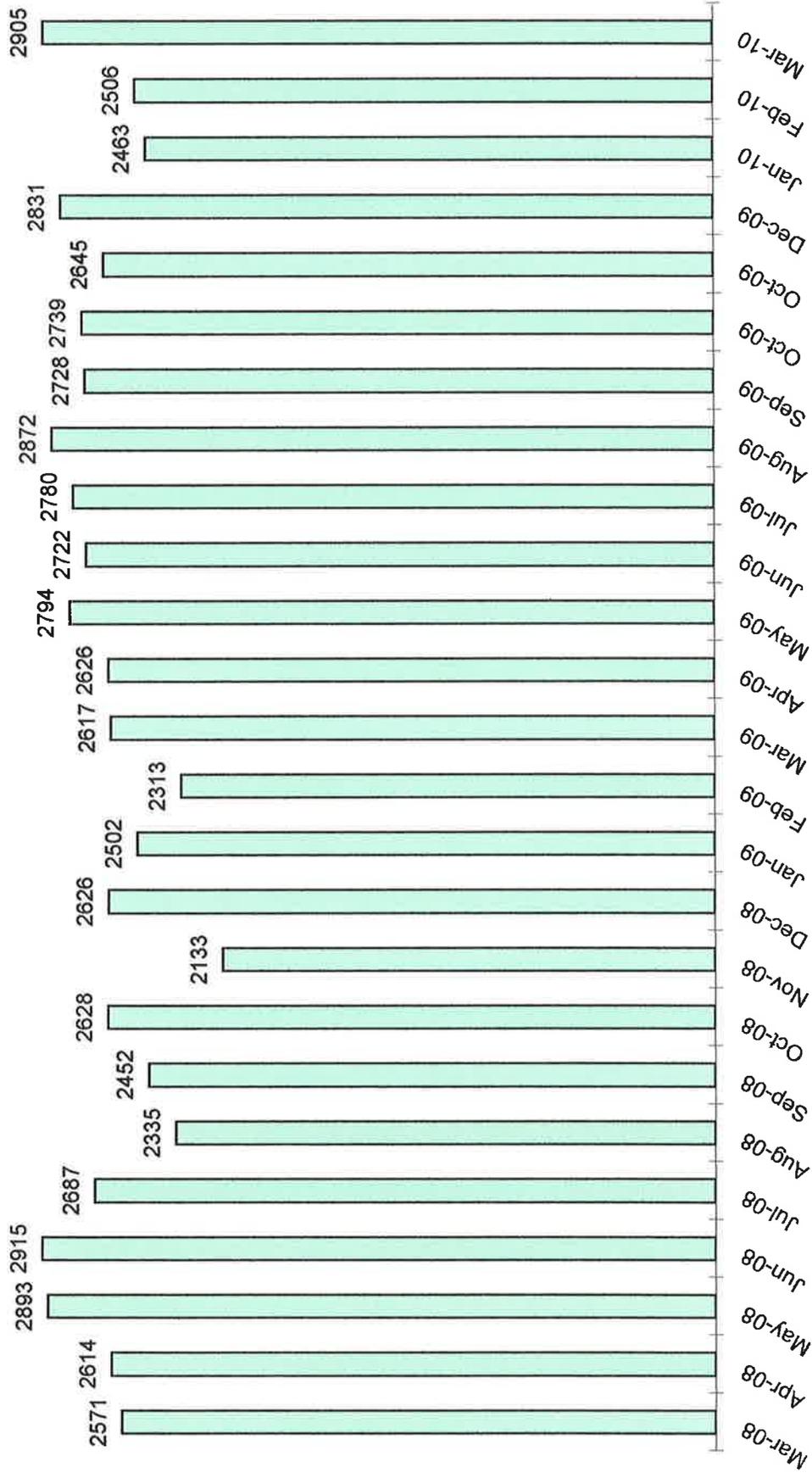
FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-09	350,903	361,145	2,502	121	2377	4	103%	0.69%	5%	95%	0%
February-09	333,804	366,692	2313	121	2185	7	110%	0.63%	5%	94%	6%
March-09	370,606	418,383	2617	108	2500	9	113%	0.63%	4%	96%	0%
April-09	346,865	383,624	2626	111	2513	2	111%	0.68%	4%	96%	0%
May-09	320,894	383,817	2794	129	2658	7	120%	0.73%	5%	95%	0%
June-09	292,806	342,385	2722	112	2601	9	117%	0.80%	4%	96%	0%
July-09	278,565	329,393	2780	126	2646	8	118%	0.84%	5%	95%	0%
August-09	282,760	345,823	2872	151	2716	5	122%	0.83%	5%	95%	0%
September-09	299,754	363,056	2728	137	2586	5	121%	0.75%	5%	95%	0%
October-09	318,259	386,124	2739	149	2581	9	121%	0.71%	5%	94%	0%
November-09	295,581	347,253	2645	157	2480	8	117%	0.76%	6%	94%	0%
December-09	298,378	347,863	2831	109	2716	6	117%	0.81%	4%	96%	0%
January-10	295,333	336,698	2463	81	2381	1	114%	0.73%	3%	97%	0%
February-10	304,376	338,819	2506	90	2415	1	111%	0.74%	4%	96%	0%
March-10	335,992	385,533	2905	107	2795	3	115%	0.75%	4%	96%	0%
page 4-total	30,574,576	28,186,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%
Totals	35,299,452	33,622,352	195,130	28,174	166,184	774	95%	0.58%	14%	85%	0%

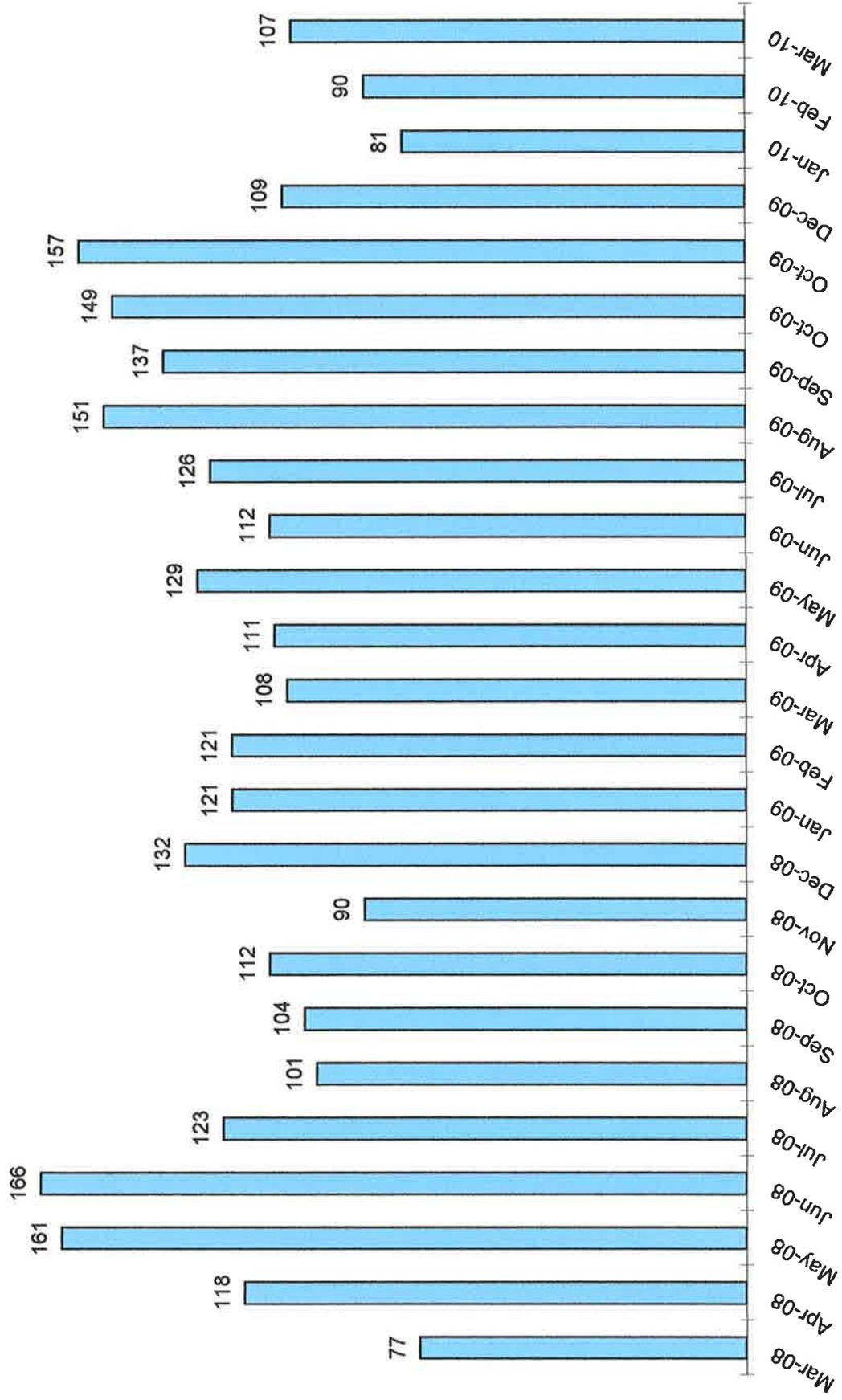
PERCENTAGE OF RIDERS INSPECTED



FARE EVASION VIOLATIONS



CITATIONS ISSUED



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
Mar-09	10	26	51	11	10	0	0	108
Apr-09	8	20	62	9	9	2	1	111
May-09	9	23	76	10	7	3	1	129
Jun-09	6	21	74	6	4	1	0	112
Jul-09	4	26	77	9	4	5	1	126
Aug-09	4	25	107	9	1	4	1	151
Sep-09	3	16	93	12	10	3	0	137
Oct-09	6	32	97	4	6	4	0	149
Nov-09	6	31	99	6	11	4	0	157
Dec-09	2	22	63	11	3	8	0	109
Jan-10	2	9	57	5	5	3	0	81
Feb-10	4	19	58	8	1	0	0	90
Mar-10	1	20	72	11	2	0	1	107
TOTAL	691	6,750	16,360	1,434	2,129	723	87	28,174

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

MONTHLY BREAKDOWN OF WARNINGS

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

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

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

MONTHLY BREAKDOWN OF WARNINGS

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

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

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

(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)03/28/07-03/30/07 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
Mar-09	54	633	1392	120	230	57	14	2500
Apr-09	72	655	1334	128	239	66	19	2513
May-09	99	684	1420	117	266	53	19	2658
Jun-09	80	583	1460	131	256	65	26	2601
Jul-09	58	563	1608	133	218	48	18	2646
Aug-09	67	544	1604	146	269	66	20	2716
Sep-09	62	536	1512	141	259	61	15	2586
Oct-09	61	560	1499	126	262	60	13	2581
Nov-09	63	532	1462	136	206	67	14	2480
Dec-09	62	592	1634	132	239	43	14	2716
Jan-10	42	459	1505	119	203	44	9	2381
Feb-10	42	504	1451	167	196	40	15	2415
Mar-10	52	524	1737	172	255	38	17	2795
SUBTOTAL	5,811	45,342	83,342	5,481	21,324	3,145	1,226	165,671

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

CLASSIFICATIONS BREAKDOWN
MARCH 2010

CLASSIFICATION	
ABANDONED VEHICLE	
ALARMS	5
ALARMS-TVM	
ALCOHOLIC BEVERAGE	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	
ASSIST PASSENGER	4
ASSIST OTHER AGENCY	3
AUTO THEFT	1
AUTO THEFT - ATTEMPT	
AUTO THEFT - RECOVERY	
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	
BATTERY	1
BICYCLE VIOLATIONS	3
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY	
BURGLARY-AUTO	5
BURGLARY-ATTEMPT AUTO	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
COUNTERFEIT/ALTERED TICKET	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	25
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	4
DEBRIS ON TRACK	
DISORDERLY CONDUCT	1
DISTURBANCE	2
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	3
ELEVATOR MALFUNCTION	10
ELEVATOR PHONE MALFUNCTION	2
ESCALATOR MALFUNCTION	4
FALSE IDENTIFICATION	
	<i>GRAFFITI 23</i>

**CLASSIFICATIONS BREAKDOWN
MARCH 2010**

CLASSIFICATION				
FARE EVASION				2905
	CITATION	WARNED	ARREST	
12 TRIP	1	52	0	
INELIGIBLE DISCOUNT	20	524	0	
NO TICKET	72	1737	3	
ZONE OVERRIDE	11	172	0	
NO TRANSFER SLIP	2	255	0	
OUTDATED TICKET	0	38	0	
EDP TICKET	1	17	0	
TOTAL	107	2795	3	
FIRE				2
GRADE CROSSING PROBLEM				1
HIJACKING				
ILLNESS				13
INJURY				2
INJURY-CPO				
INTERFERING W/ TRAIN				1
INTOXICATED PERSON				
INVESTIGATION				
KIOSK PROBLEM				
LOST/FOUND PROPERTY				101
LOUD MUSIC				
LUGGAGE				
MISCELLANEOUS/INFORMATION				47
MISSING PERSON				1
MISSING PERSON-LOCATED				1
MOTOR VEHICLE ACCIDENT				1
NUCLEAR RELEASE				
PARKING PROBLEM				19
PARKING LOT ACCIDENTS				
PARKING LOT VIOLATIONS				
PAYPHONE MALFUNCTION				
PULLED EMERGENCY STOP				5
RECOVERED STOLEN PROPERTY				
RIDING ON OUTSIDE OF TRAIN				
ROBBERY-ATTEMPT				1
ROBBERY ARMED				
SABOTAGE				
SAFETY HAZARD				19
SEXUAL BATTERY				
SEX OFFENSE (OTHER)				
SIGN PROBLEM				
SLIP AND FALL				5
SMOKING ON TRAIN				
SOLICITATION				
SURFBOARDS ON TRAIN				

**CLASSIFICATIONS BREAKDOWN
MARCH 2010**

CLASSIFICATION	
STUDENT INCIDENT	1
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
BOYNTON BEACH	1
OTHER	
SUSPICIOUS INCIDENT	9
SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	1
TELEPHONIC THREAT	
THEFT	3
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	2
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRAIN VS PEDESTRIAN	
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	
TRESPASS	7
TVM GATE MALFUNCTION	3
TVM MALFUNCTION	103
UNAUTHORIZED ANIMAL	
VALIDATOR MALFUNCTION	19
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT: MONITOR CHECKS	
TOTAL	3349

**TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR MARCH 2010**

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
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NO TSA DIRECTIVES REPORTED

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."

**SIX MONTH CRIME ANALYSIS
2009-2010**

CLASSIFICATION	OCT	NOV	DEC	JAN	FEB	MAR
ABANDONED VEHICLE				1		
ALARMS	1		1	2	2	5
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN		1		2	1	
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / C			1			
ASSAULT-AGGRAVATED	1					
ASSAULT TRANSIT AGENT / CPO						
ASSAULT						
ASSIST PASSENGER	1	1	1	3	2	4
ASSIST OTHER AGENCY	4	2	1	1	2	3
AUTO THEFT	2	1				1
AUTO THEFT - ATTEMPT	1		1		1	
AUTO THEFT - RECOVERY						
BATTERY - AGGRAVATED TRANSIT AGENT/ C						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO	1	1				
BATTERY				1		1
BICYCLE VIOLATIONS					1	3
BIOLOGICAL RELEASE						
BOMBING						
BOMB THREAT						
BRUSH FIRE						
BURGLARY						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	7	1	1		1	5
BURGLARY-ATTEMPT AUTO						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	8	6	9	6	7	25
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	2		1	2	1	4
DEBRIS ON TRACK				1		
DISORDERLY CONDUCT	5	1	5	5	3	1
DISTURBANCE	2		1	2	3	2
DRUG OFFENSE		1				
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION	1	1	2		1	3
ELEVATOR MALFUNCTION	16	12	12	16	18	10
ESCALATOR MALFUNCTION	2		3	2	3	2
ELEVATOR PHONE MALFUNCTION		1		1		4
FARE EVASION- CITATIONS	149	157	109	81	90	107
FARE EVASION-WARNINGS	2581	2480	2716	2381	2415	2795
FARE EVASION-ARREST	9	8	6	1	1	3
FALSE IDENTIFICATION		1				
FIRE			1	2	2	2
GRADE CROSSING PROBLEM			2	1	1	1
HIJACKING						
ILLNESS	5	4	6	6	4	13
SUB-TOTAL	2798	2679	2879	2517	2559	2994

**SIX MONTH CRIME ANALYSIS
2009-2010**

CLASSIFICATION	OCT	NOV	DEC	JAN	FEB	MAR
INJURY	2	5	2	1	2	2
INJURY-CPO			1		1	
INTERFERING W/ TRAIN	1	1	2		1	1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	104	93	116	98	97	101
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	45	48	44	38	45	47
MISSING PERSON	1					1
MISSING PERSON-LOCATED			1			1
MOTOR VEHICLE ACCIDENT	3	2	1	1	3	1
NUCLEAR RELEASE						
PARKING PROBLEM	5	3	1	3	18	19
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP			1			5
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY				1		1
ROBBERY ARMED						
ROBBERY ATTEMPT						
SABOTAGE						
SAFETY HAZARD	26	18	26	21	26	19
SEXUAL BATTERY						
SEX OFFENSE (OTHER)		2				
SIGN PROBLEM	1					
SLIP AND FALL	6	5	4	5	2	5
SMOKING ON TRAIN						
SOLICITATION						
STUDENT INCIDENT	1	1	2	2	2	1
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	6	4	6	3	1	9
SUSPICIOUS PERSON	3	5	5	4		4
SUSPICIOUS VEHICLE		2	3	5	1	1
TELEPHONIC THREAT			1			
THEFT	2	1	2	2	2	3
THEFT-ATTEMPTED						
THROWING OBJECT AT TRAIN			1			2
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN	1		3		1	
TRAIN VS VEHICLE	2	1		1	1	
TRAIN VS FIXED OBJECT						
TRESPASS	11	14	5	15	11	7
TVM GATE MALFUNCTION	2	3	2	3	5	3
TVM MALFUNCTION	71	88	102	120	103	103
UNAUTHORIZED ANIMAL	1					
VALIDATOR MALFUNCTION	19	27	33	27	24	19
WEAPON CONCEALED						
SPECIAL ASSIGNMENT MONITOR CHECKS						
SUB-TOTAL	2798	2679	2879	2517	2559	2994
TOTAL REPORTS	3111	3002	3243	2867	2905	3349

NTD INTERNET REPORTING

**NON-MAJOR SECURITY
PART I**

MAR 2010

INCIDENTS ONLY

	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcible Rape In Vehicle							0
In Revenue Facility							
Non Revenue Facility							1
Right Of Way/Roadway							0
Robbery							0
In Vehicle	1						1
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Aggravated Assaults							0
In Vehicle							0
In Revenue Facility							
Non Revenue Facility							
Right Of Way/Roadway							
Burglary							0
In Vehicle							
In Revenue Facility							
Non Revenue Facility							
Right Of Way/Roadway							
Larceny/Theft Offenses							0
In Vehicle	11						11
In Revenue Facility							
Non Revenue Facility							7
Right Of Way/Roadway							0
Motor Vehicle Theft							0
In Vehicle							
In Revenue Facility							0
Non Revenue Facility							1
Right Of Way/Roadway							0
Arson							0
In Vehicle							
In Revenue Facility							
Non Revenue Facility							
Right Of Way/Roadway							0

Structure

Includes Burglary Vehicle

Includes Attempts

MARCH
2010

Part II

- Fare Evasion (citations)
- Other Assaults (arrests)
- Trespassing (arrests)
- Vandalism (arrests)

In Vehicle	In Revenue	In Non- Revenue Facility	On Right of Way

Total Incidents
107
0
1
0

Other Security Issues

- Bomb Threats
- Bombing
- Chemical / Biological / Nuclear Release
- Cyber Incident
- Hijacking
- Non-Violent Civil Disturbances
- Sabotage

In Vehicle	In Revenue	In Non- Revenue Facility	On Right of Way

Total Incidents
0
0
0
0
0
0

Total Property Damage (\$)

TOTAL ARRESTS (4)

3 - FARE EVASION

1 - TRESPASS



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6499 Powerline Road Suite 300
Fort Lauderdale FL 33309-2044
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Fax: 954.771.5408
flamail@wackenhut.com



MEMORANDUM

To: Mr. Timothy L. Cates, Project Manager, G4S Wackenhut/SFRTA

From: Richard D. Cannon, Jr. Investigator, ID #276

SUBJECT: MONTHLY ACTIVITY REPORT – MARCH 2010

Date: Friday, April 2nd 2010

I was assigned the following tasks for the month of **MARCH 2010**:

As the Court Liaison Officer: I maintained contact with the Clerk of the Court, North County Regional Courthouse, Deerfield Beach, FL. I also handled the filing, service and return of subpoenas served to Custom Protection Officers assigned to the G4S Wackenhut/SFRTA Project. I attended all court hearings involving SFRTA/Tri-Rail Fare Evasion matters and tracked criminal cases.

As the Citation Coordinator: I managed the review, sorting and filing of Citations. I filed **107** citations at the North County Regional Courthouse. I also processed any voided citations and conducted inquiries as directed by the County Court Judge, related to Fare Evasion Citations. I conducted CPR/AED training for personnel assigned to the G4S Wackenhut/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

As the Investigator: I investigated or conducted inquiries into **8** incidents:

- SFRTA IR #: 02-10-420 – Train vs. Pedestrian – (Awaiting M.E. Report)
- SFRTA IR #: 02-10-2660 – Discourtesy – (Not Sustained)
- SFRTA IR #: 03-10-972 – Attempted Strong-arm Robbery – (Referred to P.D.)
- SFRTA IR #: 03-10-1257 – Violation of Post Orders – (Sustained – Disciplinary Action)
- SFRTA IR #: 03-10-2088 – Allegation of Harassment – (Unfounded)
- SFRTA IR #: 03-10-2300 – Missing Person – (Located)
- SFRTA IR #: 03-10-1955 – Discourtesy – (Not Sustained)
- DIRERCT REFERRAL – Dereliction of Duty – (Sustained – Disciplinary Action)

In addition, I obtained various police reports pertaining to incidents involving the SFRTA. Refresher training regarding interpersonal relations and conflict management were conducted. In addition, I conducted CPR/AED Re-Certification Training. Lastly, I continued to provide support, logistical and troubleshooting services to the Safety & Security Administrator, as well as the Project Manager.

rdc/

cc: Mr. Allen R. Yoder

Expiring Contract Report
S FL Regional Transportation Authority
March
Expiring Date (3/24/2010) thru (9/24/2010)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/> <u>projectmgr</u> <hr/>			
Contract Class: Payables			
Dan Mazza 04-006	GENERAL ENGINEERING AND CONSULT SERVICES 010695 BERGMANN ASSOCIATES INC	07/08/2005 07/07/2010	5 Year Term 2 - 1 year option renewals. Both options exercised none remaining.
BOBBY BECKER <hr/>			
Dan Mazza 04-007	GENERAL ENGINEERING CONSULTANT SERVICES 010289 PARSONS TRANSPORTATION GROUP	07/08/2005 07/07/2010	5 Year Term 2 - 1 year option renewals. Both options exercised none remaining.
BOBBY BECKER <hr/>			
Dan Mazza 04-008	GENERAL ENGINEERING AND CONSULTING SERVI 010195 HDR ENGINEERING INC	07/08/2005 07/07/2010	5 Year Term 2 - 1 year option renewals. Both options exercised none remaining.
BOBBY BECKER <hr/>			
Dan Mazza 04-009	GENERAL ENGINEERING CONSULTANT SERVICES 010288 PB AMERICAS, INC	07/08/2005 07/07/2010	5 Year Term 2 - 1 year option renewals. Both options exercised none remaining.
BOBBY BECKER <hr/>			

Lauran Mehalik	STATION MAINTENANCE SERVICES	08/01/2005	5 Year Term
04-100	010697 MERIDIAN MANAGEMENT CORPORATIO		
		07/31/2010	2 - 1 year option periods.

BOBBY BECKER

Vicki Wooldridge	LEGISLATIVE CONSULTANT SERVICES	11/01/2004	6 Year Term
04-615	010142 ERICKS CONSULTANTS		
		06/30/2010	3 - 1 year option renewals. All 3 options have been exercised. Board approved an additional 8 month

BOBBY BECKER

James DeVaughn	S. FL EDUCATION CENTER SHUTTLE BUS SERV	07/01/2005	5 Year Term
05-107	010338 SFEC TMA		
		06/30/2010	4 - 1 year renewal options. All options exercised - none remaining.

BOBBY BECKER

Diane Hernandez Del Cal	LEGAL CONSULTING SERVICES-FEDERAL ISSUES	07/17/2006	4 Year Term
06-515	010364 THOMPSON COBURN LLP		
		07/16/2010	2 - 1 year option renewals.

BOBBY BECKER

Dan Mazza	LTK ENGINEERING SERVICES	11/02/2007	3 Year Term
07-003	010478 LTK ENGINEERING SERVICES		
		07/31/2010	Engineering Services through acceptance and delivery of Rail Vehicles.

BRYAN KOHLBERG

Lynda Westin	ILA FOR TRANSP AND LAND USE PLANNING	06/22/2007	3 Year Term
07-623	010597 COUNCILTREASURE COAST REGIONAL PLAN		
		06/30/2010	No renewal options

BEN GUIDA

Lynda Westin	ILA FOR TRANSP AND LAND USE PLANNING	06/04/2007	3 Year Term
07-624	010339 S FL REGIONAL PLANNING COUNCIL		
		06/03/2010	No renewal options

BOBBY BECKER

Laura Thezine	PROFESSIONAL AUDITING SERVICES	07/03/2007	3 Year Term
07-723	010878 WATSON RICE LLP		
		07/02/2010	Agreement has 2 one year options.

BRYAN KOHLBERG

Renee Matthew	TECHNICAL SERVICES & PROC. SUPPORT UAFCS	08/12/2008	2 Year Term
09-002	010930 BOOZ ALLEN & HAMILTON		
		08/31/2010	No renewal options

BEN GUIDA

Contract Class: Receivables

Bonnie Arnold	VENDING MACHINE SERVICE	04/29/2005	5 Year Term
04-285			
	16 GILLY VENDORS, INC.	04/28/2010	2 - 1 year renewal options. 0 remaining option

BRYAN KOHLBERG

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