

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
SEPTEMBER 24, 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 Steven L. Abrams
Marie Horenburger
George Morgan, Jr.

Commissioner Bruno Barreiro, Chair
Commissioner Kristin Jacobs
Gus Pego

James A. Cummings
Felix M. Lasarte
F. Martin Perry

Executive Director

Joseph Giuliatti

GOVERNING BOARD REGULAR MEETING
OF SEPTEMBER 24, 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 August 27, 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.

R1. MOTION TO APPROVE: The Sub-Recipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and Tropical Non-Medical Transportation, LLC.

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

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

R2. MOTION TO APPROVE: The Sub-Recipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Housing Authority of the City of Fort Lauderdale.

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

Finance & IT Director: Edward T. Woods
Procurement 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.

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

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

R4. MOTION TO APPROVE: Agreement No. 11-006, between the South Florida Regional Transportation Authority (SFRTA) and _____, for General Banking Services, for a period of five (5) years, at the not-to-exceed amount of the SFRTA-approved budgeted line item for banking services for each fiscal year.

Department: Finance & Information Technology
Project Manager: Laura Thezine

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

R5. MOTION TO APPROVE: Agreement No. 11-003 between the South Florida Regional Transportation Authority (SFRTA) and G4S Secure Solutions (USA) Inc., for Armed Security, Fare Enforcement, and Revenue Collection Services, for a period of five (5) years, in the maximum not-to-exceed amount of \$25,382,285.00.

Department: Executive
Project Manager: Allen Yoder

Department Director: Jack Stephens
Procurement Director: Christopher Bross

R6. MOTION TO APPROVE: Agreement No's. 10-017 (A-I), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., Gannett Fleming, T.Y. Lin International, Parsons Transportation Group, EAC Consulting, Jacobs Engineering Group, HDR Engineering, Kimley-Horn & Associates, and Bergmann Associates, for General Engineering and Consulting Services (GEC), for a period of three (3) years, with the option to renew for two (2) additional one (1)-year option periods, in the maximum not-to-exceed amount of \$5,000,000.00 each for the total term of the contract.

Department: Engineering and Construction
Project Manager: Marie Suzie Papillon

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

R7. MOTION TO APPROVE: The recommendation of PB Americas, Inc., Booz Allen Hamilton and Parsons Transportation Group, as the three (3) qualified firms to provide General Systems Engineering (GSE) services to the South Florida Regional Transportation Authority (SFRTA). Upon Board approval, fee proposals will be required from the recommended firms and final contracts will be presented for Board approval at a later date.

Department: Engineering and Construction
Project Manager: Marie Suzie Papillon

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

R8. MOTION TO APPROVE: Change Order No. 2 to Agreement No. 06-115, between the South Florida Regional Transportation Authority (SFRTA) and Rotem Company to exercise the balance of Option No. 6 for Ten (10) trailer cars under the Southern California Regional Rail Authority's (SCRRA's) Contract No. EP 142-06, for the amount of \$16,585,150.00, and to incorporate the new company name of Hyundai Rotem Company.

Department: Engineering & Construction
Project Manager: Daniel R. Mazza, P.E.

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

R9. MOTION TO APPROVE: Amendment No. 2 to Agreement No. 07-855 between the South Florida Regional Transportation Authority (SFRTA) and LTK Engineering Services (LTK) to provide continuing program management, engineering/technical support services, quality assurance, and inspection services for Rolling Stock Acquisition through the delivery, testing and commissioning of all commuter rail cars from Hyundai Rotem, including the ten (10) option coaches most recently exercised, for a not-to-exceed additional cost of \$597,249.00 and a total not-to-exceed amount of \$1,125, 981.00.

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

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

INFORMATION / PRESENTATION ITEMS

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

I-1 INFORMATION – South Florida East Coast Corridor Transit Analysis (SFECCCTA) Study

COMMITTEE REPORTS / MINUTES

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

- A. PROPERTY TASK FORCE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES
- 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 – August
- B. RIDERSHIP GRAPHS – August
- C. ON-TIME PERFORMANCE GRAPHS – August
- D. MARKETING MONTHLY SUMMARY – August
- E. BUDGETED INCOME STATEMENT – August
- F. PAYMENTS OVER \$2,500.00 – August
- G. REVENUE AND FARE EVASION REPORTS – August
- H. SOLICITATION SCHEDULE – August
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - June / July
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – August
- K. PROPERTY COMMITTEE – PROJECT SCHEDULE - August
- L. SECURITY REPORT - August
- 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 AUGUST 27, 2010

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, August 27, 2010 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Steven Abrams, Palm Beach County Commissioner
 Bruno Barreiro, Chair, Miami-Dade County Commissioner
 James A. Cummings, Citizen Representative, Broward County - *via telephone*
 Marie Horenburger, Citizen Representative, Palm Beach County
 Kristin Jacobs, Vice Chair, Broward County Commissioner
 George Morgan, Governor's Appointee
 Gus Pego, Florida Department of Transportation, District VI

BOARD MEMBERS ABSENT:

Felix M. Lasarte, Citizens Representative, Miami-Dade County
 F. Martin Perry, Governor's Appointee

ALSO PRESENT:

Joseph Giuliatti, Executive Director, SFRTA
 Jack Stephens, Deputy Executive Director, 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 9:36 a.m. The Chair welcomed the new Member, Commissioner Steven Abrams to the Board.

ROLL CALL

The Secretary called the roll and a quorum was established.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Mr. Joseph Giulietti requested the following changes to the Agenda.

DELETION

R2. MOTION TO APPROVE: Agreement No. 11-002, between the South Florida Regional Transportation Authority (SFRTA) and SunTrust Bank N.A., for General Banking Services, for a period of five (5) years, at the not-to-exceed amount equal to the SFRTA-approved budgeted line item for banking services for each fiscal year.

REVISIONS

R4. Exhibit: 1 REVISED (*see strikethrough on pages 3-4*)

~~One recommendation would be that Palm Tran fund the shortfall, as it has been reporting all of the passenger and miles data generated by Route 94 to the National Transit Database (NTD) which means that all of this data has been used by the Federal government in determining the amount of Federal formula funds Palm Tran will receive. The current estimated value of the data in equivalent Federal monies for the route is approximately \$365,765 to be received in 2010 from data for the 2008 reporting year. It is anticipated that the ridership will continue at the same or higher levels, given the popularity of the route. As such, the revenue generated by the route in the form of the Federal formula funds and the City of Boca Raton's continued contributions should be sufficient to fund the portion of the route previously paid thru SFRTA to Palm Tran.~~

R8. MOTION TO APPROVE: Delegation to the Chair to finalize terms and conditions and execute Contract Agreement No. 11-005 between South Florida Regional Transportation Authority (SFRTA) and Bellsouth Telecommunications, Inc. d/b/a AT&T Florida for the provision of communication lines to transmit transaction data between SFRTA's Fare Collection Equipment and the MDT EasyCard Regional Computer System, in the amount of \$160,608 per year for a period of five (5) years for an amount of \$803,040.00 for the services and approximately \$25,000 in regulatory fees and taxes for a total amount not-to-exceed amount of \$828,040.00 (the "Contract").

Commissioner Steven Abrams moved for approval of the Revised Agenda. The motion was seconded by Board Member George Morgan.

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

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 June 25, 2010.

Commissioner Kristin Jacobs moved for approval of the Consent Agenda. The motion was seconded by Commissioner Steven Abrams.

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

REGULAR AGENDA

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

R1. MOTION TO APPROVE: Amendment to SFRTA Bylaws requiring that the Chair and Vice Chair positions of the SFRTA Governing Board be held by County Commissioners from the Counties served by SFRTA.

The Chair recognized Board Member George Morgan for comments.

Board Member Morgan stated that this is to codify the normal practice to elect commissioners as leaders to the SFRTA Governing Board. He stated that there are six members who are not commissioners and this practice does not utilize the best capabilities of all the members of the Board.

Commissioner Jacobs agreed with Board Member Morgan that the Chair and Vice Chair positions rotate among the members.

Board Member Morgan commented that this rotation was due to the political initiative during the SFRTA's quest for a dedicated funding source.

Board Member Marie Horenburger arrived at 9:45 a.m.

Board Member Horenburger stated that the seats should rotate between the counties though not necessarily between the commissioners.

Board Member Marie Horenburger moved for approval. There was no second.

R3. MOTION TO APPROVE: Agreement No. 11-001 between the South Florida Regional Transportation Authority (SFRTA) and AON Risk Services, Inc of Maryland for Insurance Brokerage Services, for a period of five years, at a firm fixed price of \$50,000 per year.

Commissioner Steven Abrams moved for approval. The motion was seconded by Commissioner Kristin Jacobs.

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

R4. MOTION TO APPROVE: SFRTA 5-Year Shuttle Bus Service and Financial Plan

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

The Chair called on Mr. Dwight Mattingly to address the Board.

Mr. Dwight Mattingly of West Palm Beach, Florida representing the Amalgamated Transit Union addressed the Board. He inquired what will be the funding source when the JARC funds are depleted. He inquired as to what is being done to support the existing service that is currently operated by the SFRTA and Palm Tran. He questioned if this was an expansion of service or duplication to the service?

Mr. Giulietti responded that the SFRTA has been the lead to draw down federal monies for the three transit agencies, with the JARC funds. Palm Tran is the recipient for the 94 Route, which will qualify them for more federal funds. The SFRTA has worked closely with the transit agency partners and FDOT to provide \$667,000 to each of the counties to support their operations. SFRTA has been successful in supporting the existing routes.

Board Member Morgan commented that this item is an example of how the SFRTA can make the public more aware of what the SFRTA is trying to accomplish.

Mr. Joel Rey, representing Tindale-Oliver & Associates, gave a PowerPoint Presentation on the development of the SFRTA 5-Year Shuttle Bus Service Plan.

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

R5. MOTION TO APPROVE: Agreement No. 11-004 between the South Florida Regional Transportation Authority (SFRTA) and the Downtown Fort Lauderdale Transportation Management Association (TMA) for Commuter Shuttle Bus Transportation Services. Under the Agreement, SFRTA will provide two years of 100% operating funds for the TMAs' route, as a demonstration project, in the maximum not-to-exceed \$238,426 for the first year and \$245,579 for the second year.

Board Member Marie Horenburger moved for approval. The motion was seconded by Commissioner Kristin Jacobs.

Commissioner Jacobs asked that staff keep her informed of the progress of these routes after the first year.

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

R6. MOTION TO APPROVE: Implementation of parking regulations at the Fort Lauderdale-Hollywood International Airport Station at Dania Beach Station.

Commissioner Kristin Jacobs moved for approval. The motion was seconded by Board Member Marie Horenburger.

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

R7. MOTION TO APPROVE: The recommendation of PB Americas, Inc., Gannett Fleming, T.Y. Lin International, Parsons Transportation Group, EAC Consulting, Jacobs Engineering Group, HDR Engineering, Kimley-Horn & Associates, and Bergmann Associates as the nine (9) qualified firms to provide General Engineering and Consulting (GEC) services to the South Florida Regional Transportation Authority (SFRTA). Upon Board approval, fee proposals will be required from the recommended firms and final contracts will be presented for Board approval at a later date.

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

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

R8. MOTION TO APPROVE: Delegation to the Chair to finalize terms and conditions and execute Contract Agreement No. 11-005 between South Florida Regional Transportation Authority (SFRTA) and Bellsouth Telecommunications, Inc. d/b/a AT&T Florida for the provision of communication lines to transmit transaction data between SFRTA's Fare Collection Equipment and the MDT EasyCard Regional Computer System, in the amount of \$160,608 per year for a period of five (5) years for an amount of \$803,040.00 for the services and approximately \$25,000 in regulatory fees and taxes for a total amount not-to-exceed amount of \$828,040.00 (the "Contract").

Commissioner Kristin Jacobs moved for approval as amended. The motion was seconded by Commissioner Steven Abrams.

Board Member Morgan inquired if this contract could be for a shorter period.

Mr. Giulietti stated that the SFRTA is using Broward County procurement on this service contract to save money. All the SFRTA contracts have a clause that allows the Agency to cancel a contract with 30 days notice.

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

R9 . MOTION TO APPROVE:

- (1) Recommendation of Property Task Force that SFRTA remain at its current location; and
- (2) Delegation to SFRTA Board's designee to begin negotiations with selected landlord and to bring the lease to the next regularly scheduled Board meeting for the Board's consideration.

Board Member Jim Cummings moved for approval of (1) and (2). The motion was seconded by Board Member Marie Horenburger.

Board Member Morgan gave a summary of the Property Task Force (PTF) process of pursuing an alternative location for the SFRTA. He stated that staff and the Stiles Realty Group toured several facilities. An analysis of costs was made and suitable facilities were narrowed down to the current facility and two other locations. He stated that this is a buyer/renters market for office space and the current location does not allow for expansion of future operations. Board Member Morgan requested that Trade Center South give a presentation on their property and recommended that the negotiations be a 5 year lease with a 5 year option for flexibility.

Ms. Teresa Moore, General Counsel, SFRTA stated that Board Member Morgan had filed FORM 8B – Memorandum of Voting Conflict, and that Mr. Morgan will abstain from voting on this item.

Commissioner Jacobs commented that in Broward County, if there is a conflict of interest, the member steps away from the dais and is not allowed to comment or vote. She stated that Mr. Morgan being part of the committee and by making a motion to modify the existing motion is troublesome. Given the existing climate, the work that this Agency does has to be above reproach and a move like this could be misinterpreted. Commissioner Jacobs stated support for staff's recommendation.

Board Member Cummings stated he attended the PTF meetings and visited the sites and that it is appropriate to look at a 5 year lease with a 5 year option at the current location. He stated that 10 years up the road, the SFRTA may be in a different position.

Board Member Marie Horenburger amended the motion to delegate to SFRTA designee to begin negotiations.

Commissioner Kristin Jacobs accepted Board Member Horenburger's friendly amendment.

Board Member Morgan clarified that there are many aspects in lease negotiations. He stated that 35 years in dealing in real estate in Broward County that there would be a conflict of interest in that he has had dealing with all companies.

The Chair appointed Jim Cummings as designee on this issue.

Board Member Cummings inquired as to direction from the Board.

The Chair clarified that it is the Board's direction to get the best deal possible for the Agency.

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

I-2 INFORMATION - Disadvantaged Business Enterprise Program Updates and Overall Goal For Fiscal Year

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

OTHER BUSINESS

Board Member Abrams gave an update on the West Palm Beach “The Wedge” property. He stated that the Palm Beach Board of County Commissioners had issued a Request For Proposal (RFP) for the development of the property. There was one respondent for the RFP and staff has recommended negotiations with that sole respondent, Transit Village, LLC. The Commission has a lot of questions regarding the mass transit benefit of the proposal and requested that the SFRTA Executive Director meet with the County Commission to explain some of the benefits of mass transit in this project.

Board Member Horenburger stated that she is familiar with this project and the potential problems that the project might face. She commented that the Treasure Coast Regional Planning Council,

Dr. Kim Delaney has done a great job in explaining the details on this project and recommended that Dr. Delaney present to the Commission the merits of this project.

LEGAL COUNSEL COMMENTS

Ms. Moore stated that revisions will be made to the Procurement Code and the Agency's Code of Ethics and that these items will be brought before the Board. A workshop on ethics will be held on October 22nd for the Board Members.

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti stated that there has been an inquiry regarding the rail conference, Rail~Volution (R~V) to be held in Portland, Oregon. Board Members have expressed an interest in attending. There are funds in the budget and a motion is required for approval.

Commissioner Kristin Jacobs moved to approve attendance at the Rail~Volution conference. The motion was seconded by Board Member Marie Horenburger.

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

BOARD MEMBER COMMENTS

Board Member Marie Horenburger commented on travel regarding the Board Members and wanted to allow a blanket approval for Board travel regarding rail conferences.

Commissioner Jacobs stated that it would be prefer not to have a blanket travel approval and that Board travel should be brought before a vote.

The Chair stated his support for American Public Transportation Association (APTA) and (R~V) conferences.

Mr. Giulietti stated that the Board had approved a list of conference travel when this list was brought before the Board in February 2010. However, (R~V) was not on that list and this is why this particular conference is before the Board for approval.

Board Member Horenburger commented on the news clips provided to members and one in particular, "China Plans Huge Busses That Can Drive Over Cars." She stated that this concept is innovative and the article should be forwarded all bus operating partners. She commented on the multiple SFECC Study post card notices that she has received and suggested to FDOT to check their data base as this is a waste of resources. She commented on the Summit that was held last year hosted by the SFRTA and suggested another summit be held in October in order to pull together the interest of the regional partners.

Commissioner Jacobs commented on communicating and educating the public and suggested that the SFRTA become part of the “Google Transit Initiative,” she also suggested that SFRTA be part of a “Facebook” page.

Mr. Giulietti commented on the new technology and Florida record keeping standards have been a drawback and this matter has been under review by the attorney.

Board Member Morgan inquired as to the status of WI-FI on the trains.

Mr. Giulietti stated that the market and technology has since changed. Broward County has found a way to have cost per month technology on the busses and the SFRTA is exploring if this is possible for the trains.

ADJOURNMENT

The meeting was adjourned at 11:11 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010

AGENDA 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 Tropical Non-Medical Transportation, LLC.

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), 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), by 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 New Freedom program, the SFRTA will receive approximately \$320,802 in administrative cost reimbursements.

EXHIBITS ATTACHED: Exhibit 1 – Tropical Non-Medical Transportation, LLC 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 (Contd.):

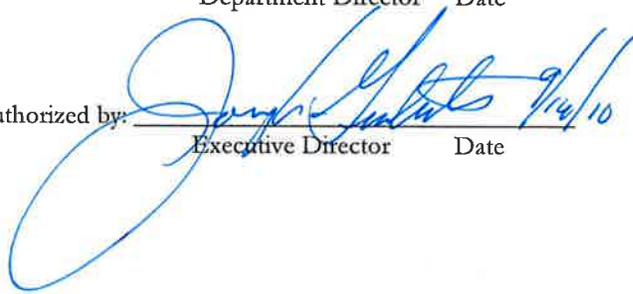
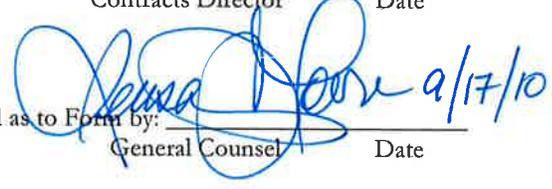
As the FTA-designated recipient for the JARC and New Freedom programs, SFRTA is responsible for the administration of the programs. Up to ten (10) percent of the program funds are available to reimburse SFRTA for its administrative costs. SFRTA completed a very aggressive schedule to secure the funds available through the JARC and New Freedom programs for FY 2008 and 2009. 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, 2010.

SFRTA's Planning Technical Advisory Committee (PTAC), which includes area representatives from three MPOs, three transit providers, two regional planning councils and two FDOT districts, reviewed the applications and made recommendations to the Governing Board. The Governing Board was responsible for final approval and certification of selected JARC and New Freedom applications for the UZA. The Governing Board approved the PTAC funding recommendations for the JARC and New Freedom applications at the April 23, 2010, Governing Board meeting. Tropical Non-Medical Transportation, LLC was selected as one of the New Freedom grant recipients.

Staff is requesting the Governing Board approval of the Sub-Recipient Agreement between SFRTA and Tropical Non-Medical Transportation, LLC to secure \$301,272 in capital and \$537,002 in operating FTA New Freedom grant funds for the Tropical On-Demand Transportation, which will be utilized to purchase eight (8) accessible vehicles and provide wheel-chair accessible, demand responsive service in Palm Beach and Broward Counties.

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

Recommended by:  9-16-10 Department Director Date
Approved by:  9/16/10 Contracts Director Date

Authorized by:  9/16/10 Executive Director Date
Approved as to Form by:  9/17/10 General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams	<input type="checkbox"/> Yes <input type="checkbox"/> No	Felix M. Lasarte, Esq.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Bruno A. Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	George A. Morgan, Jr.	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	Gus Pego, P.E.	<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		

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. 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-X023-00.
5. This Agreement is intended to memorialize the terms under which Tropical is to receive the FTA grant funds.

NOW THEREFORE, SFRTA and Tropical agree as follows:

ARTICLE I. TROPICAL WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS

- 1.01 Workscope.** Tropical 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 Tropical 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 Tropical receives written approval from the SFRTA Project Manager.
- 1.02 Approved Budget.** Tropical 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.** Tropical 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.** Tropical 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)

Tropical 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 Tropical, from the SFRTA.

ARTICLE III. GRANT AMOUNT, MATCH AND PAYMENT

3.01 Estimated Project Amount. The total estimated cost of the Workscope is **\$262,836** for capital and **\$1,074,004** for operating, consisting of the Maximum Federal Grant amount and Tropical required match.

3.02 Maximum Federal Grant Amount. SFRTA awards to the recipient a grant of up to **\$210,268** for capital and **\$537,002** for operating for the Workscope. In no event will SFRTA's obligations 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 Workscope expenditures plus 80% of capital Workscope expenditures.

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

3.03 Subrecipient Match. Tropical 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

\$52,568 for capital and \$537,002 for operating against the respective Maximum Grant Amount. If the final expenses for the Workscope are less than the Estimated Project Amount, then local match shall be reduced to fifty percent (50%) of the final Workscope amount as approved by the FTA for operating and twenty percent (20%) for capital as approved by the FTA. If the final expenses for the Workscope exceed the Estimated Project Amount, Tropical is responsible for providing the funds to cover the final costs and expenses.

3.04 Reimbursement. Expenses will be reimbursed by SFRTA based on submission of an invoice from Tropical using the 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).

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

Upon SFRTA review and approval of Tropical's invoice, the SFRTA will distribute to Tropical the approved reimbursement amount. SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. If SFRTA intends to deny a reimbursement request, it will first submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by Tropical. The FTA's determination will be final. 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 SFRTA's waiver of any Tropical noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by SFRTA that Tropical has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by the SFRTA, Tropical shall promptly repay such amounts to SFRTA. If Tropical disputes SFRTA's determination, SFRTA will submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by Tropical. The FTA's determination will be final.

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

3.07 Grant Contingent on Federal Funding. SFRTA shall not be liable to Tropical, its contractors or subcontractors for any claim or expense arising out of or incidental to the FTA's disallowance of any Workscope expense. Tropical shall include this language in all contracts with contractors being paid with grant funds provided under this Agreement.

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 Tropical 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.** Tropical agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) Tropical 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. Tropical shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain 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 Tropical are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of 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.** Tropical shall submit quarterly milestone progress reports to SFRTA. SFRTA shall provide Tropical with an electronic version of the milestone progress report that Tropical must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both SFRTA and Tropical 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, Tropical 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.** Tropical 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.** Tropical 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 Tropical in the *Federal Transit Administration Master Agreement (16) Section 15 Procurement*. (see section 2.02 for weblink).
- 5.05 Other Monitoring Activities.** To assist the SFRTA in monitoring compliance with this Agreement, Tropical agrees to attend meetings as requested by the SFRTA and to permit site visits by the SFRTA staff, during business hours, upon reasonable notice. Tropical agrees to submit to the SFRTA a copy of any promotional information regarding the Workscope disseminated by Tropical during the term of this Agreement.
- 5.06 Changed Conditions.** Tropical agrees to notify the SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect Tropical'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, Tropical agrees to provide the SFRTA with any additional follow-up information reasonably requested by the SFRTA, in order to meet the SFRTA FTA reporting requirements. Specific reporting requirements are included in the *Federal Transit Administration Master Agreement (16) Section 8 Reporting, Record Retention and Access* (see section 2.02 for weblink).

ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

- 6.01 Project Activity Period.** Tropical agrees to complete all Workscope activities during the period from October 1, 2010 through May 1, 2013 (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.** Termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18*.
- 6.04 Effect of Workscope Closeout or Termination.** Tropical agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on Tropical 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 Tropical 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:

SFRTA:

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

TROPICAL:

Howard Berkowitz
Vice President/Chief Financial Officer, Business Operations
Tropical Transportation, LLC
2200 N. Florida Mango Road, Suite 402
West Palm Beach, Florida 33409
561.615.7255
howard@tropicalnonmedical.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 the SFRTA.
- 7.03 Tropical 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 Tropical, shall be the Project Manager. Tropical 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 Tropical, from the SFRTA.

Tropical 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.** Tropical 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 Tropical with terms and conditions specified by the SFRTA.
- 9.03** Nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Tropical and SFRTA are a state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 9.04 Workscope Data.** Tropical 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 subject to requirements of the *FTA Master Agreement (16)*. Tropical 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 Tropical in connection with this Agreement. Failure of Tropical to grant such public access may be grounds for termination of the Agreement by the SFRTA.

- 9.05 Nondiscrimination.** Tropical shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. Tropical 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.** Tropical 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.** Tropical agrees to conduct the Workscope in compliance with all applicable provisions of federal and state laws, rules or regulations. Tropical is responsible for obtaining and complying with all federal or state permits, licenses, 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, Tropical agrees to comply with all applicable terms and conditions referenced herein. **Tropical 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, Tropical agrees to comply with the federal requirements set forth in *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18 (see section 2.02 for weblink) and agrees to require, unless specifically exempted, Tropical's (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. Tropical agrees to comply, and assures the compliance of Tropical, 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. Tropical 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, Tropical 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 Tropical 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. Tropical shall provide to the SFRTA immediate written notice if at any time Tropical 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.

Tropical certifies that no federal appropriated funds have been paid or will be paid by or on behalf of Tropical 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 Tropical in connection with this project is incorporated in, and made a part of, this Agreement.

Tropical 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 Tropical in this Agreement, Tropical shall complete and submit to the SFRTA, Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

Tropical 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 Tropical. All certifications and disclosures shall be forwarded to the SFRTA by Tropical.

The certifications referred to in this section (including the *Lobbying Restriction Certification* submitted by Tropical 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. Tropical 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 D**. Tropical 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, Tropical 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. Tropical 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, Tropical 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 Tropical, from the SFRTA.

10.05 Compliance with Federal Procurement Requirement. Tropical 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 Tropical, from the SFRTA. The Federal Procurement Basics are contained in the *Federal Transit Administration Master Agreement (16) Section 15 Procurement* (see section 2.02 for weblink). **Certification of Tropical Procurement System.** Tropical certifies that its procurement system complies with the standards described in the previous paragraph.

- B. The SFRTA Approval of Contracts.** Tropical 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.** Tropical 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.** Tropical 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 E**.

10.06 No Federal Obligation. This grant is financed by federal funds. However, payments to Tropical 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. Tropical shall include this clause in any contracts or agreements under this Agreement.

10.07 Special Provisions. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, Tropical is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. Tropical is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(a) Authority-owned or Authority-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with Tropical's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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.

ATTEST:

TROPICAL

By: Henry G. Behar

(CORPORATE SEAL)

24 day of August, 2010

Approved as to form and legal sufficiency

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Joseph Giulietti
Executive Director

By: _____
Chair

_____ day of _____, 2010

(SFRTA SEAL)

Approved as to form and legal
sufficiency by:

SFRTA General Counsel

EXHIBITS LIST

Exhibit A	Workscope and Budget
Exhibit B	Expense Reimbursement Form
Exhibit C	DBE Monthly Subcontractor Utilization Report
Exhibit D	Annual List of certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreement
Exhibit E	The SFRTA USDOT Approved Disadvantaged Business Enterprise Requirements

**EXHIBIT A
WORKSCOPE AND BUDGET**

**Workscope
Tropical On-Demand Transportation**

Project description: The subrecipient is planning to purchase eight wheelchair accessible vehicles to operate an on-demand paratransit service that is available 24 hours a day, 365 days a year. The proposed service will be available in Broward and Palm Beach Counties and advance reservation will not be required except between 8:00 p.m. and 6:00 a.m. The proposed service exceeds the ADA requirements and existing paratransit services by providing around the clock service. The applicant plans to leverage its existing resources such as scheduling and dispatching software.

**Workscope Budget
Tropical On-Demand Transportation**

I. CAPITAL PROJECT COST:		\$ 301,272
	<ul style="list-style-type: none"> • Project costs include purchase of 8 accessible vehicles and equipment 	
CAPITAL TOTAL PROJECT COST:		\$ 301,272
 II. PARTICIPATION		
Maximum Federal Participation	(80%) or	\$ 241,016
Agency Participation		
In-Kind		
Cash	(20%) or	\$ 60,256
Other		
TOTAL CAPITAL PROJECT COST:		\$ 301,272
 III. OPERATING PROJECT COST:		
		\$ 1,074,004
	<ul style="list-style-type: none"> • Project costs include eight full time drivers 5 part-time drivers, project coordinator, dispatcher reservationist, fringe benefits, casualty and liability insurance. 	
OPERATING TOTAL PROJECT COST:		\$ 1,074,004

IV. PARTICIPATION

Maximum Federal Participation	(50%) or	\$ 537,002
Agency Participation		
In-Kind		
Cash	(50%) or	\$ 537,002
Other		
<hr/>		
TOTAL OPERATING PROJECT COST		\$1,074,004

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010AGENDA ITEM REPORT Consent RegularFEDERAL 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 Housing Authority of the City of Fort Lauderdale.

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), 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), by 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 New Freedom program, the SFRTA will receive approximately \$320,802 in administrative cost reimbursements.

EXHIBITS ATTACHED: Exhibit 1 – Housing Authority of the City of Fort Lauderdale
Subrecipient 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 (Contd.):

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 SFRTA for its administrative costs. SFRTA completed a very aggressive schedule to secure the funds available through the JARC and New Freedom programs for FY 2008 and 2009. 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, 2010.

The SFRTA's Planning Technical Advisory Committee (PTAC), which includes area representatives from three MPOs, three transit providers, two regional planning councils and two FDOT districts, reviewed the applications and made recommendations to the Governing Board. The Governing Board was responsible for final approval and certification of selected JARC and New Freedom applications for the UZA. The Governing Board approved the PTAC funding recommendations for the JARC and New Freedom applications at the April 23, 2010, Governing Board meeting. The Housing Authority of the City of Fort Lauderdale was selected as one of the New Freedom grant recipients.

Staff is requesting the Governing Board approval of the Sub-Recipient Agreement between SFRTA and the Housing Authority of the City of Fort Lauderdale to secure \$52,400 in FTA New Freedom grant funds for the Housing Authority's project, which will implement a mobility management program to coordinate an operational analysis, develop an expanded service plan and an operating plan for an existing community bus shuttle.

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

Recommended by: CT Woods 9-16-10
Department Director Date

Approved by: Clay 9/16/10
Contracts Director Date

Authorized by: [Signature] 9/16/10
Executive Director Date

Approved as to Form by: [Signature] 9/17/10
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno A. Barreiro. Yes No
James A. Cummings Yes No
Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No

Felix M. Lasarte, Esq. Yes No
George A. Morgan, Jr. Yes No
Gus Pego, P.E. Yes No
F. Martin Perry Yes No

RECEIVED
Exhibit 1
SEP 08 REC'D

SUBRECIPIENT AGREEMENT

Subrecipient: Housing Authority of the City of Fort Lauderdale		Grant Number: FL-57-X023-00
Address: 437 SW 4 th Avenue Fort Lauderdale, FL 33315		
Project Description: Mobility Management Plan		
Project Activity Period: October 1, 2010 through May 1, 2013		
Estimated Project Amount:	\$65,500	SFRTA Action
Section 5317 NF Funds:	\$52,400	Item No:
Local Match:	\$13,100	Date:
Federal Grant No:	FL-57-X023-00	
CFDA No. :	20521	

AGREEMENT

THIS AGREEMENT is made and entered into by and between the South Florida Regional Transportation Authority (SFRTA) and the Housing Authority of the City of Fort Lauderdale (the Authority), 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 Authority's project as described herein.
2. The FTA's New Freedom Program is authorized under the provisions set forth in the Safe, Accountable, Flexible, and 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. 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-X023-00.
5. This Agreement is intended to memorialize the terms under which the Authority is to receive the FTA grant funds.

NOW THEREFORE, SFRTA and the Authority agree as follows:

ARTICLE I. THE AUTHORITY WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS

- 1.01 **Workscope.** The Authority 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 the Authority 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 the Authority receives written approval from the SFRTA Project Manager.
- 1.02 **Approved Budget.** The Authority 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.** The Authority 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.** The Authority 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)

The Authority 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 the Authority, from the SFRTA.

ARTICLE III. GRANT AMOUNT, MATCH AND PAYMENT

- 3.01 Estimated Project Amount.** The total estimated cost of the Workscope is **\$65,500** consisting of the Maximum Federal Grant amount and the Authority required match.
- 3.02 Maximum Federal Grant Amount.** SFRTA awards to the recipient a grant of up to **\$52,400** for the Workscope. In no event will SFRTA's obligations 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 Workscope expenditures plus 80% of capital Workscope expenditures.

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

- 3.03 Subrecipient Match.** The Authority 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 **\$13,100** against the respective Maximum Grant Amount. If the final expenses for the Workscope are less than the Estimated Project Amount, then local match shall be reduced to twenty percent (20%) of the final Workscope amount as approved by the FTA. If the final

expenses for the Workscope exceed the Estimated Project Amount, The Authority is responsible for providing the funds to cover the final costs and expenses.

- 3.04 Reimbursement.** Expenses will be reimbursed by SFRTA based on submission of an invoice from The Authority using the 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).

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

Upon SFRTA review and approval of the Authority's invoice, the SFRTA will distribute to the Authority the approved reimbursement amount. SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. If SFRTA intends to deny a reimbursement request, it will first submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by the Authority. The FTA's determination will be final. 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 SFRTA's waiver of any The Authority noncompliance with this Agreement.

- 3.05 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by SFRTA that the Authority has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by the SFRTA, the Authority shall promptly repay such amounts to SFRTA. If the Authority disputes SFRTA's determination, SFRTA will submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by the Authority. The FTA's determination will be final.
- 3.06 Reversion of Unexpended Grant Funds.** All funds granted by SFRTA under this Agreement that have not been expended for Workscope activities during the Project Activity Period shall revert to SFRTA.
- 3.07 Grant Contingent on Federal Funding.** SFRTA shall not be liable to the Authority, its contractors or subcontractors for any claim or expense arising out of or incidental to the FTA's disallowance of any Workscope expense. The Authority shall include this language in all contracts with contractors being paid with grant funds provided under this Agreement.

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 the Authority 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. The Authority agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) the Authority 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. The Authority shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain 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 the Authority are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of 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. The Authority shall submit quarterly milestone progress reports to SFRTA. SFRTA shall provide the Authority with an electronic version of the milestone progress report that The Authority must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both SFRTA and the Authority 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, the Authority 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.** The Authority 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.** The Authority 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 the Authority in the *Federal Transit Administration Master Agreement (16) Section 15 Procurement*. (see section 2.02 for weblink).
- 5.05 Other Monitoring Activities.** To assist the SFRTA in monitoring compliance with this Agreement, the Authority agrees to attend meetings as requested by the SFRTA and to permit site visits by the SFRTA staff, during business hours, upon reasonable notice. The Authority agrees to submit to the SFRTA a copy of any promotional information regarding the Workscope disseminated by the Authority during the term of this Agreement.
- 5.06 Changed Conditions.** The Authority agrees to notify the SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the Authority'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, the Authority agrees to provide the SFRTA with any additional follow-up information reasonably requested by the SFRTA, in order to meet the SFRTA FTA reporting requirements. Specific reporting requirements are included in the *Federal Transit Administration Master Agreement (16) Section 8 Reporting, Record Retention and Access* (see section 2.02 for weblink).

ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

- 6.01 Project Activity Period.** The Authority agrees to complete all Workscope activities during the period from October 1, 2010 through May 1, 2013 (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.** Termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18*.
- 6.04 Effect of Workscope Closeout or Termination.** The Authority agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed

on the Authority 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 the Authority 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:

SFRTA:

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

THE AUTHORITY:

Rebecca J. Walter
Director of Research and Grant Development
Housing Authority of the City of Fort Lauderdale
437 SW 4th Avenue
Fort Lauderdale, FL 33315
954.270.8003
rwalter@hacfl.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 the SFRTA.

7.03 The Authority 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 the Authority, shall be the Project Manager. The Authority 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 the Authority, from the SFRTA.

The Authority 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.** The Authority 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 the Authority with terms and conditions specified by the SFRTA.
- 9.03** Nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Authority and SFRTA are a state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 9.04 Workscope Data.** The Authority 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 subject to requirements of the *FTA Master Agreement (16)*. The Authority 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 The Authority in connection with this Agreement. Failure of The Authority to grant such public access may be grounds for termination of the Agreement by the SFRTA.
- 9.05 Nondiscrimination.** The Authority shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. The Authority 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.** The Authority 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 Workslope.
- 9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations.** The Authority agrees to conduct the Workslope in compliance with all applicable provisions of federal and state laws, rules or regulations. The Authority is responsible for obtaining and complying with all federal or state permits, licenses, and authorizations necessary for performing the Workslope.
- 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, The Authority agrees to comply with all applicable terms and conditions referenced herein. **The Authority 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, the Authority agrees to comply with the federal requirements set forth in *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18 (see section 2.02 for weblink) and agrees to require, unless specifically exempted, The Authority's (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. The Authority agrees to comply, and assures the compliance of the Authority, 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. The Authority 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, the Authority 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 the Authority 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. The Authority shall provide to the SFRTA immediate written notice if at any time the Authority 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.

The Authority certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Authority 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 the Authority in connection with this project is incorporated in, and made a part of, this Agreement.

The Authority 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 the Authority in this Agreement, the Authority shall complete and submit to the SFRTA, Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

The Authority 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 the Authority. All certifications and disclosures shall be forwarded to the SFRTA by the Authority.

The certifications referred to in this section (including the *Lobbying Restriction Certification* submitted by the Authority 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.** The Authority 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 D**. The Authority 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, The Authority 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. The Authority 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, The Authority 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 the Authority, from the SFRTA.

10.05 Compliance with Federal Procurement Requirement. The Authority 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 the Authority, from the SFRTA. The Federal Procurement Basics are contained in the *Federal Transit Administration Master Agreement (16) Section 15 Procurement* (see section 2.02 for weblink). **Certification of the Authority Procurement System.** The Authority certifies that its procurement system complies with the standards described in the previous paragraph.

- B. The SFRTA Approval of Contracts.** The Authority 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.** The Authority 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.** The Authority 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 E**.

10.06 No Federal Obligation. This grant is financed by federal funds. However, payments to the Authority 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. The Authority shall include this clause in any contracts or agreements under this Agreement.

10.07 Special Provisions. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Authority is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Authority is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(a) Authority-owned or Authority-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Authority's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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.

ATTEST:

HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE

Gloria P. Lowe
GLORIA LOWE

By: Tam English
Tam English, Executive Director

(CORPORATE SEAL)

7th day of September, 2010

Approved as to form and legal sufficiency

ATTEST:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Joseph Giuliatti
Executive Director

By: _____
Chair

_____ day of _____, 2010

(SFRTA SEAL)

Approved as to form and legal sufficiency by:

SFRTA General Counsel

EXHIBITS LIST

- Exhibit A Workscope and Budget
- Exhibit B Expense Reimbursement Form
- Exhibit C DBE Monthly Subcontractor Utilization Report
- Exhibit D Annual List of certifications and Assurances for Federal Transit
Administration Grants and Cooperative Agreement
- Exhibit E The SFRTA USDOT Approved Disadvantaged Business Enterprise
Requirements

**EXHIBIT A
WORKSCOPE AND BUDGET**

**Workscope
Mobility Management Plan**

Project description: The Housing Authority, in association with the City of Fort Lauderdale, provides a fixed-route free shuttle bus program for affordable housing residents and general public. The need for expanding the existing transportation system to serve people with disabilities, the elderly, low-income residents, and people with limited English proficiency has been identified. The proposed mobility management planning process will allow the Housing Authority to: (1) promote, enhance, and facilitate access to transportation services; (2) provide support for short-term management activities to plan and implement coordinated services; and (3) create an operating plan for coordinated and effective services.

The following describes the tasks that will be conducted during the mobility management planning process. The task descriptions are not exhaustive of all activities that may be conducted, but rather provide an overview of the elements required to plan for the implementation of future transit service.

Operational Analysis of Existing Services – An analysis of existing services will be completed to determine system-wide performance standards, strengths, and weaknesses. The analysis will include the collection and analysis of historical route data, ridership, and budgets as well as an on-board survey, field observations, and ridecheck. Future transit potential will be assessed by evaluating and mapping elderly, low-income, and disabled populations, employment and dwelling unit densities, and activity centers. The completion of this task will identify near-term, short-term, and mid-term priorities for improving the efficiency and effectiveness of the existing transit service.

Expanded Service Development Plan – Utilizing the information identified during the operational assessment of existing services, an assessment of areas with the potential to support future transit will be conducted and documented. A document will be developed to include mobility needs, proposed transit enhancements, potential future funding sources, a staged implementation plan, and other analysis related to improving mobility for low- income, elderly, and disabled populations within the Fort Lauderdale area.

Operating Plan – Based on the proposed transit enhancements documented in the expanded service development plan element, an operating plan will be developed to document how the Housing Authority of the City of Fort Lauderdale intends to implement and fund the proposed mobility improvements. Specific operating characteristics of the new service will be included in the plan.

**Workscope Budget
Mobility Management Plan**

I. PROJECT COST:		\$ 65,500
	<ul style="list-style-type: none"> • Project costs include the coordination of an operational analysis; development an expanded service plan and an operating plan for an existing community bus shuttle 	
	TOTAL PROJECT COST:	\$ 65,500
II. PARTICIPATION		
	Maximum Federal Participation	(80%) or \$ 52,400
	Agency Participation	
	In-Kind	
	Cash	(20%) or \$ 13,100
	Other	
<hr/>		
	TOTAL PROJECT COST:	\$ 65,500

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010AGENDA ITEM REPORT Consent RegularFEDERAL 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.

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), 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), by 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 New Freedom program, the SFRTA will receive approximately \$320,802 in administrative cost reimbursements.

EXHIBITS ATTACHED: Exhibit 1 – Mae Volen Senior Center, Inc.
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 (Contd.):

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 SFRTA for its administrative costs. SFRTA completed a very aggressive schedule to secure the funds available through the JARC and New Freedom programs for FY 2008 and 2009. 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, 2010.

SFRTA's Planning Technical Advisory Committee (PTAC), which includes area representatives from three MPOs, three transit providers, two regional planning councils and two FDOT districts, reviewed the applications and made recommendations to the Governing Board. The Governing Board was responsible for final approval and certification of selected JARC and New Freedom applications for the UZA. The Governing Board approved the PTAC funding recommendations for the JARC and New Freedom applications at the April 23, 2010, Governing Board meeting. The Mae Volen Senior Center, Inc was selected as one of the New Freedom grant recipients.

Staff is requesting the Governing Board approval of the Sub-Recipient Agreement between SFRTA and the Mae Volen Senior Center, Inc. to secure \$172,726 in capital and \$334,371 in operating FTA New Freedom grant funds. The Mae Volen Senior Center, Inc. will purchase (6) vehicles and hire five (5) drivers to provide the service provide same-day on-demand service for elderly and disabled persons living in Southern Palm Beach County.

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

Recommended by: E. J. Woods 9-16-10
Department Director Date

Approved by: CL-3 9/16/10
Contracts Director Date

Authorized by: [Signature] 9/16/10
Executive Director Date

Approved as to Form by: [Signature] 9/17/10
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno A. Barreiro Yes No
James A. Cummings Yes No
Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No

Felix M. Lasarte, Esq. Yes No
George A. Morgan, Jr. Yes No
Gus Pego, P.E. Yes No
F. Martin Perry Yes No

SUBRECIPIENT AGREEMENT

Subrecipient: Mae Volen Senior Center, Inc.		Grant Number: FL-57-X023-00	
Address: 1515 West Palmetto Park Road Boca Raton, FL 33486			
Project Description: Volen Community Coach On-Demand Service			
Project Activity Period: October 1, 2010 through May 13, 2013			
Estimated Project Amount:	Capital	\$ 215,908	SFRTA Action
	Operating	\$ 668,742	
Section 5317 NF Funds:	Capital	\$ 172,726	Item No:
	Operating	\$ 334,371	Date:
Local Match:	Capital	\$ 43,182	
	Operating	\$ 334,371	
Federal Grant No:		FL-57-X023-00	
CFDA No. :	20521		

AGREEMENT

THIS AGREEMENT is made and entered into by and between the South Florida Regional Transportation Authority (SFRTA) and the 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 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, and 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. 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-X023-00.
5. This Agreement is intended to memorialize the terms under which Mae Volen is to receive the FTA grant funds.

NOW THEREFORE, 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 Workscope is **\$215,908** for capital and **\$668,742** for operating, consisting of the Maximum Federal Grant amount and Mae Volen required match.

3.02 Maximum Federal Grant Amount. SFRTA awards to the recipient a grant of up to **\$172,726** for capital and **\$334,371** for operating for the Workscope. In no event will SFRTA's obligations 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 Workscope expenditures plus 80% of capital Workscope expenditures.

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

3.03 Subrecipient 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 \$43,182 for capital and \$334,371 for operating against the respective Maximum Grant Amount. If the final expenses for the Workscope are less than the Estimated Project Amount, then local match shall be reduced to fifty percent (50%) of the final Workscope amount as approved by the FTA for operating and twenty percent (20%) for capital as approved by the FTA. If the final expenses for the Workscope 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 SFRTA based on submission of an invoice from Mae Volen using the 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 SFRTA to support Mae Volen reimbursement request and shall submit any additional data and information that may be required by the federal government for reporting to the FTA.

Upon SFRTA review and approval of Mae Volen's invoice, the SFRTA will distribute to Mae Volen the approved reimbursement amount. SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. If SFRTA intends to deny a reimbursement request, it will first submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by Mae Volen. The FTA's determination will be final. 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 SFRTA's waiver of any Mae Volen noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by 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 SFRTA. If Mae Volen disputes SFRTA's determination, SFRTA will submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by Mae Volen. The FTA's determination will be final.

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

3.07 Grant Contingent on Federal Funding. SFRTA shall not be liable to Mae Volen, its contractors or subcontractors for any claim or expense arising out of or incidental to the FTA's disallowance of any Workscope expense. Mae Volen shall include this language in all contracts with contractors being paid with grant funds provided under this Agreement.

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 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) 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 retain 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 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 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 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 (16) Section 15 Procurement*. (see section 2.02 for weblink).
- 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 SFRTA FTA reporting requirements. Specific reporting requirements are included in the *Federal Transit Administration Master Agreement (16) Section 8 Reporting, Record Retention and Access* (see section 2.02 for weblink).

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 1, 2010 through May 1, 2013 (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. Termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18.*

6.04 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 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:

SFRTA:

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

MAE VOLEN:

Elizabeth Lugo
President/CEO
1515 West Palmetto Park road
Boca Raton, FL 33486
561.395.8920 ext. 208
LugoE@maevoln.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 the SFRTA.

7.03 Mae Volen 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** Nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Mae Volen and SFRTA are a state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 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 subject to requirements of the *FTA Master Agreement (16)*. 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, licenses, 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 *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18 (see section 2.02 for weblink) and agrees to require, unless specifically exempted, Mae Volen's (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 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 D**. 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 Workslope 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 are contained in the *Federal Transit Administration Master Agreement (16) Section 15 Procurement* (see section 2.02 for weblink). **Certification of Mae Volen 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 E**.

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.

10.07 Special Provisions. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, Mae Volen is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. Mae Volen is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(a) Authority-owned or Authority-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with Mae Volen's size, such as:

- (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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.

ATTEST:

MAE VOLEN

By: Elyavith Luz

(CORPORATE SEAL)

9th day of Sept, 2010

Approved as to form and legal sufficiency

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Joseph Giulietti
Executive Director

By: _____
Chair

_____ day of _____, 2010

(SFRTA SEAL)

Approved as to form and legal
sufficiency by:

SFRTA General Counsel

EXHIBITS LIST

Exhibit A	Workscope and Budget
Exhibit B	Expense Reimbursement Form
Exhibit C	DBE Monthly Subcontractor Utilization Report
Exhibit D	Annual List of certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreement
Exhibit E	The SFRTA USDOT Approved Disadvantaged Business Enterprise Requirements

**EXHIBIT A
WORKSCOPE AND BUDGET**

**Workscope
Volen Community Coach On-Demand Service**

Project description: The subrecipient currently provides group rides for elders and disabled persons, who cannot use fixed route bus system, to attend medical appointments and other needs. These services are provided weekdays between 8:00 am and 5:00 pm. The applicant is seeking New Freedom funds to expand service hours (4:00 am – 12 midnight) and service days (all seven days). The individualized same-day on-demand service will be available for elderly and disabled persons living in southern Palm Beach County to meet their needs such as medical appointments and emergencies. The applicant is proposing to purchase six vehicles and hire drivers to expand the service.

**Workscope Budget
Volen Community Coach On-Demand Service
Workscope Budget
Tropical On-Demand Transportation**

I. CAPITAL PROJECT COST:	\$ 215,908
• Project costs include purchase of 6 accessible vehicles and equipment	
CAPITAL TOTAL PROJECT COST:	\$ 215,908

II. PARTICIPATION

Maximum Federal Participation	(80%) or	\$ 172,726
 Agency Participation		
In-Kind		
Cash	(20%) or	\$ 43,182
Other		
<hr/> TOTAL CAPITAL PROJECT COST:		\$ 215,908

III. OPERATING PROJECT COST: **\$ 668,742**

- **Project costs include eight full time drivers
5 part-time drivers, project coordinator, dispatcher
reservationist, fringe benefits, casualty and
liability insurance.**

OPERATING TOTAL PROJECT COST: **\$ 334,371**

IV. PARTICIPATION

Maximum Federal Participation **(50%) or \$ 334,371**

Agency Participation

In-Kind

Cash

Other

(50%) or \$ 334,371

TOTAL OPERATING PROJECT COST **\$ 668,742**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010

AGENDA ITEM REPORT

Consent Regular

AGREEMENT NO. 11-006
GENERAL BANKING SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 11-006, between the South Florida Regional Transportation Authority (SFRTA) and _____, for General Banking Services, for a period of five (5) years, at the not-to-exceed amount of the SFRTA-approved budgeted line item for banking services for each fiscal year.

SUMMARY EXPLANATION AND BACKGROUND: The Scope of Services to be provided under this Agreement includes electronic banking (on-line banking information & Control Pay), wire transfers, direct deposits, as well as the daily maintenance of the SFRTA bank accounts.

On September 2, 2010, the SFRTA began advertising an Invitation to Bid for the General Banking Services. Solicitation documents were made available on September 3, 2010. On September 16, 2010, _____ bid(s) were received and opened. The responsive and responsible bid was received from _____ in the amount of \$ _____ per year (\$ _____ per month).

Staff recommends approval of a contract with _____ to provide General Banking Services to the SFRTA for a period of five (5) years at an estimated cost of \$ _____ per year.

Department: Finance & Information Technology
Project Manager: Laura Thezine

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

FISCAL IMPACT: The estimated banking charge of \$ _____ is included in the FY 2010-11 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1 – Agreement 11-006 (under separate cover)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010

AGENDA ITEM REPORT

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steve Abrams _____ Yes _____ No
Commissioner Bruno Barreiro _____ Yes _____ No
Gus Pego _____ Yes _____ No
James A .Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Commissioner Kristin Jacobs _____ Yes _____ No

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

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010

AGENDA ITEM REPORT

Consent Regular

AGREEMENT NO. 11-003 WITH G4S SECURE SOLUTIONS (USA) INC.
FOR ARMED SECURITY, FARE ENFORCEMENT, AND
REVENUE COLLECTION SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 11-003 between the South Florida Regional Transportation Authority (SFRTA) and G4S Secure Solutions (USA) Inc., for Armed Security, Fare Enforcement, and Revenue Collection Services, for a period of five (5) years, in the maximum not-to-exceed amount of \$25,382,285.00.

SUMMARY EXPLANATION AND BACKGROUND:

On June 25, 2010, the SFRTA Governing Board approved the Scope of Services, Evaluation Criteria, and Evaluation and Selection Committee for a Request for Proposal (RFP) for Armed Security, Fare Enforcement, and Revenue Collection Services. The Evaluation and Selection Committee for the analysis and ranking of proposals consisted of Allen Yoder, Safety / Security Administrator, Michael Kanefsky, Manager of Information Technology, James DeVaughn, Manager of Operations, Lauran Mehalik, Operations Project Manager, and Marie Jarman, Administrative Compliance Officer.

On September 8, 2010, SFRTA's Evaluation and Selection Committee met and evaluated the two (2) proposals received. The Committee selected G4S Secure Solutions (USA) Inc. as the highest ranked firm. As a result, Staff recommends approval of Agreement No. 11-003 (Exhibit 1) with G4S Secure Solutions (USA) Inc. for Armed Security, Fare Enforcement, and Revenue Collection Services for a period of five (5) years, in the maximum not-to-exceed amount of \$25,382,285.00.

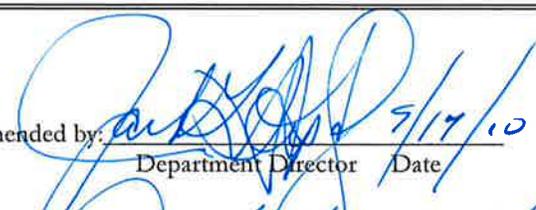
Department: Executive
Project Manager: Allen Yoder

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: Funding is available in the Department FY 10-11 Operating Budget

EXHIBITS ATTACHED: Exhibit 1 – Agreement No. 11-003
Exhibit 2 – Evaluation and Selection Committee Recommendation

AGREEMENT NO. 11-003 WITH G4S SECURE SOLUTIONS USA
FOR ARMED SECURITY, FARE ENFORCEMENT, AND
REVENUE COLLECTION SERVICES

Recommended by:  9/17/10
Department Director Date

Authorized by:  9/16/10
Executive Director Date

Approved by:  9/16/10
Contracts Director Date

Approved as to Form by:  9/17/10
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
Commissioner Kristin Jacobs Yes No
Commissioner Steven L. Abrams Yes No

Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
Gus Pego, P.E. Yes No
F. Martin Perry Yes No



AGREEMENT NO. 11-003

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

G4S SECURE SOLUTIONS (USA) INC.

FOR

ARMED SECURITY, FARE ENFORCEMENT,
AND REVENUE COLLECTION SERVICES

AGREEMENT NO. 11-003

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

G4S SECURE SOLUTIONS (USA) INC.

FOR

**ARMED SECURITY, FARE ENFORCEMENT,
AND REVENUE COLLECTION SERVICES**

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

AND

G4S SECURE SOLUTIONS (USA) Inc., a Florida corporation, 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 G4S SECURE SOLUTIONS USA.
- 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.

- A Request for Proposal was advertised by SFRTA as RFP No. 11-003, for ARMED SECURITY, FARE ENFORCEMENT, AND REVENUE COLLECTION SERVICES, and CONTRACTOR was determined to be the most qualified responsive and responsible respondent.
- 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".

RFP Requirements and Instructions to Proposers
General Terms and Conditions
Special Terms and Conditions
Scope of Services
Definition of Terms
Advertisement
All Exhibits and Attachments
Addenda No. 1 and 2
Contractor's Proposal
Proposal Form
Price Proposal Form
Contractor's Qualification Certification
Key Employee Certification
Drugfree Workplace Certification
Debarment & Suspension Certification
Certification Regarding Lobbying
Truth in Negotiation Certificate
Declaration of Non-Collusion Certification
Schedule of Subcontractors
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

TERM

The period of performance shall be for a term of five (5) years from the issuance of a Notice to Proceed.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the total not-to-exceed amount of Twenty Five Million Three Hundred Eighty Two Thousand Two Hundred Eighty-five Dollars (\$25,382,285.00).

ADDRESSES

CONTRACTOR:

G4S Secure Solutions (USA) Inc.
6499 Powerline Road
Suite 300
Fort Lauderdale, FL 33309

Attn: Michael Boss

SFRTA:

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

Attn: Allen Yoder

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **G4S SECURE SOLUTIONS (USA) INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2010.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARREIRO, CHAIR

_____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

TERESA J. MOORE, General Counsel

ATTEST:

G4S SECURE SOLUTIONS (USA) INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2010

(Corporate Seal)



Date: September 9, 2010
To: Joseph Giuliatti, Executive Director
From: Evaluation and Selection Committee
Subject: RFP 11-003 for “Armed Security, Fare Enforcement, and Revenue Collection Services”

The purpose of this memorandum is to present to the Executive Director for approval G4S Secure Solutions USA as the Evaluation and Selection Committee’s recommended firm for the subject solicitation. Upon the Executive Director’s concurrence with the Evaluation and Selection Committee’s recommendation, an Agreement shall be presented to the SFRTA Board for approval.

Nature of Procurement

The purpose of this Request for Proposal (RFP) is to enter into an Agreement with a qualified Contractor to provide armed security personnel with background inspections completed according to SFRTA specified eligibility criteria, in such numbers as required by SFRTA, in order to provide security at Tri-Rail stations and onboard Tri-Rail trains. Services include random ticket inspections, fare collection from Tri-Rail ticket vending machines, and protection of Tri-Rail passengers, personnel, and property in and around Tri-Rail locations. Proposers must be licensed to provide armed security services and investigative services in the State of Florida and Miami-Dade, Broward, and Palm Beach Counties. The term of the Agreement will be five (5) years.

Procurement History

SFRTA began advertising this Request for Proposal (RFP) on July 23, 2010. Advance notice was sent to nine (9) firms from SFRTA’s vendor database/referral list. The RFP was also publicly advertised in three (3) local newspapers. Fourteen (14) firms purchased the RFP document and two (2) proposals were received on August 25, 2010.

The proposals were submitted to SFRTA by:

- Allied Barton Security Services, LLC
- G4S Secure Solutions USA

An Evaluation and Selection Committee was established by the SFRTA Governing Board at the June 25, 2010 meeting and consisted of the following members:

- Allen Yoder, Safety/Security Administrator
- Lauran Mehalik, Operations Project Manager
- Marie Jarman, Administrative Compliance Officer
- James DeVaughn, Operations Manager
- Michael Kanefsky, Information Technology Manager

After the Evaluation and Selection Committee's individual review of the two (2) proposals, the Committee met on September 8, 2010 to perform the evaluation.

The evaluation of the proposals was conducted in accordance with the criteria listed in the RFP:

1. Qualifications and Experience (Maximum 30 points)
2. Capacity and Capability (Maximum 30 points)
3. Cost (Maximum 30 points)
4. Innovation and Technology (Maximum 10 points)

Analysis

During the evaluation the Committee discussed the proposal strengths and weaknesses for each criteria. After combining the technical and price evaluation scores, G4S Secure Solutions USA received the highest score and ranking from the Evaluation and Selection Committee as listed below:

1. Proposer has transit and commuter rail experience;
2. Firm has DHS Designation and Certification;
3. Demonstrated effectiveness on prior government contracts;
4. Firm has adequate personnel to meet the Scope of Services;
5. Provided detailed staffing and deployment plan for SFRTA;
6. Large worldwide security service provider;
7. Qualified and experienced key management personnel;
8. Radio communication system owned and operated by firm;
9. Radio coverage for entire system;
10. Strong knowledge of the tri-county area;
11. Possess potential technology for utilization on the project.

Determination

For the reasons set forth above, the Evaluation and Selection Committee has determined that RFP No. 11-003 for "Armed Security, Fare Enforcement, and Revenue Collection Services" should be awarded to G4S Secure Solutions USA.

I concur with the Evaluation and Selection Committee's recommendation:



Jack Stephens,
Deputy Executive Director



Chris Cross, Director
Procurement



Joseph Giuliatti
Executive Director

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010

AGENDA ITEM REPORT

Consent Regular

AGREEMENT NO'S. 10-017 (A-I) FOR
GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No's. 10-017 (A-I), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., Gannett Fleming, T.Y. Lin International, Parsons Transportation Group, EAC Consulting, Jacobs Engineering Group, HDR Engineering, Kimley-Horn & Associates, and Bergmann Associates, for General Engineering and Consulting Services (GEC), for a period of three (3) years, with the option to renew for two (2) additional one (1)-year option periods, in the maximum not-to-exceed amount of \$5,000,000.00 each for the total term of the contract.

SUMMARY EXPLANATION AND BACKGROUND:

On March 26, 2010, the Board approved a Scope of Work, Evaluation Criteria and an Evaluation and Selection Committee for professional engineering and consulting services in a variety of disciplines. Based on the Board's approval, SFRTA issued a request for Letters of Interest (LOI) from firms capable of providing the services specified in the Scope of Work.

(Continued on Page 2)

Department: Engineering and Construction
Project Manager: Marie Suzie Papillon

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

FISCAL IMPACT: Each contract will be work order based and funds will be expended based on available budget and requirements on a per work order basis.

EXHIBITS ATTACHED:

- Exhibit 1 – Agreement No. 10-017 (A)
- Exhibit 2 – Agreement No. 10-017 (B)
- Exhibit 3 – Agreement No. 10-017 (C)
- Exhibit 4 – Agreement No. 10-017 (D)
- Exhibit 5 – Agreement No. 10-017 (E)
- Exhibit 6 – Agreement No. 10-017 (F)
- Exhibit 7 – Agreement No. 10-017 (G)
- Exhibit 8 – Agreement No. 10-017 (H)
- Exhibit 9 – Agreement No. 10-017 (I)

AGREEMENT NO'S. 10-017 (A-I) FOR
GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

SUMMARY EXPLANATION AND BACKGROUND (Continued):

The LOI was publicly advertised on May 18, 2010. Nineteen (19) firms purchased the LOI documents and nine (9) submittals were received on June 18, 2010. On July 22, 2010, the Letters of Interest were initially reviewed and evaluated by the Board-appointed Evaluation and Selection Committee. Based on the initial scoring, all firms were deemed to be within the competitive range and as a result were invited for oral presentations. On August 11, 2010, all nine (9) firms made presentations to the Evaluation and Selection Committee and the final evaluation was performed.

On August 27, 2010, the Board approved the recommendation of the nine (9) firms. Staff has reviewed the fee submittals and found them to be acceptable.

The term of the Agreements shall be three (3) years with SFRTA's sole option to renew for two (2) additional one (1)-year option periods, not to exceed \$5,000,000 each for the total term of the contract.

Each contract will be work-ordered based and funds will be expended on available budget and requirements, on a per work order basis.

AGREEMENT NO'S. 10-017 (A-I) FOR
GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

Recommended by: Daniel Mazza 9/16/10 Approved by: CE-3 9/16/10
 Department Director Date Contracts Director Date

Authorized by: [Signature] 9/16/10 Approved as to Form by: [Signature]
 Executive Director Date Deputy General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven Abrams Yes No
 Commissioner Bruno Barreiro Yes No
 James A. Cummings Yes No
 Marie Horenburger Yes No
 Commissioner Kristin Jacobs Yes No

Felix M. Lasarte Yes No
 George A. Morgan, Jr. Yes No
 Gus Pego, P.E. Yes No
 F. Martin Perry Yes No



AGREEMENT NO. 10-017 (A)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

PB AMERICAS, INC.

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (A)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

PB AMERICAS, INC.

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

PB AMERICAS, INC., a New York corporation, 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 PB AMERICAS, INC.
- 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.

- A Request for Letters of Interest was advertised by SFRTA as LOI No. 10-017, for GENERAL ENGINEERING AND CONSULTING SERVICES, and CONTRACTOR was determined to be one of the most qualified responsive and responsible respondents.
- 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".

LOI Requirements and Instructions to Proposers
General Terms and Conditions
Special Terms and Conditions
Scope of Services
Definition of Terms
Advertisement
All Exhibits and Attachments
Addendum No. 1 and 2
Contractors' Submittal
Contractor's Approved Fee Proposal
Proposal Form
Contractor'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

TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

PB Americas, Inc.
7300 Corporate Center Drive
Suite 600
Miami, FL 33126

Attn: Eric Liberman, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

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

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

PB AMERICAS, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2010

(Corporate Seal)



AGREEMENT NO. 10-017 (B)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

GANNETT FLEMING, INC.

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (B)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

GANNETT FLEMING, INC.

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

GANNETT FLEMING, INC., a Delaware corporation, 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 GANNETT FLEMING, INC.
- 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.

- A Request for Letters of Interest was advertised by SFRTA as LOI No. 10-017, for GENERAL ENGINEERING AND CONSULTING SERVICES, and CONTRACTOR was determined to be one of the most qualified responsive and responsible respondents.
- 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".

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Proposal Form
Contractor's Qualification Certification
Key Employee Certification
DBE Participation Schedule
Drugfree Workplace Certification
Debarment & Suspension Certification
Certification of Restriction on Lobbying
Truth in Negotiation Certificate
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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

TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

Gannett Fleming, Inc.
319 Clematis Street
Suite 816
West Palm Beach, FL 33401

Attn: Charles Lynch, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

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

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

GANNETT FLEMING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2010

(Corporate Seal)



AGREEMENT NO. 10-017 (C)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

T.Y. LIN INTERNATIONAL

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (C)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

T.Y. LIN INTERNATIONAL

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

T.Y. LIN INTERNATIONAL, a California corporation, 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 T.Y. LIN INTERNATIONAL.
- 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.

- A Request for Letters of Interest was advertised by SFRTA as LOI No. 10-017, for GENERAL ENGINEERING AND CONSULTING SERVICES, and CONTRACTOR was determined to be one of the most qualified responsive and responsible respondents.
- 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".

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Proposal Form
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Subcontractors Certificate of Previous Payment

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Monthly Employee Utilization Report
Release and Affidavit

TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

T.Y. LIN International
1501 N.W. 49 Street
Suite 203
Fort Lauderdale, FL 33309

Attn: Chuck Deeb, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **T.Y. LIN INTERNATIONAL**, 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.

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

T.Y. LIN INTERNATIONAL

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2010

(Corporate Seal)



AGREEMENT NO. 10-017 (D)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

PARSONS TRANSPORTATION GROUP, INC.

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (D)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

PARSONS TRANSPORTATION GROUP, INC.

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

PARSONS TRANSPORTATION GROUP, INC., an Illinois corporation, 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 PARSONS TRANSPORTATION GROUP, INC.
- 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.

- A Request for Letters of Interest was advertised by SFRTA as LOI No. 10-017, for GENERAL ENGINEERING AND CONSULTING SERVICES, and CONTRACTOR was determined to be one of the most qualified responsive and responsible respondents.
- 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".

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Special Terms and Conditions
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Contractors' Submittal
Contractor's Approved Fee Proposal
Proposal Form
Contractor's Qualification Certification
Key Employee Certification
DBE Participation Schedule
Drugfree Workplace Certification
Debarment & Suspension Certification
Certification of Restriction on Lobbying
Truth in Negotiation Certificate
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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

TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

Parsons Transportation Group, Inc.
7600 Corporate Center Drive
Suite 500
Miami, FL 33126

Attn: Jim Eriksen, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

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

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

PARSONS TRANSPORTATION GROUP, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2010

(Corporate Seal)



AGREEMENT NO. 10-017 (E)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

EAC CONSULTING, INC.

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (E)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

EAC CONSULTING, INC.

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

EAC CONSULTING, INC., a Florida corporation, 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 EAC CONSULTING, INC.
- 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.

- A Request for Letters of Interest was advertised by SFRTA as LOI No. 10-017, for GENERAL ENGINEERING AND CONSULTING SERVICES, and CONTRACTOR was determined to be one of the most qualified responsive and responsible respondents.
- 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".

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TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

EAC Consulting, Inc.
5100 N.W. 33 Avenue
Suite 243
Fort Lauderdale, FL 33309

Attn: Andre Slintak, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

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

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

EAC CONSULTING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2010

(Corporate Seal)



AGREEMENT NO. 10-017 (F)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

JACOBS ENGINEERING GROUP, INC.

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (F)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

JACOBS ENGINEERING GROUP, INC.

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

JACOBS ENGINEERING GROUP, INC., a Delaware corporation, 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 JACOBS ENGINEERING GROUP, INC.
- 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.

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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".

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TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

Jacobs Engineering Group, Inc.
800 Fairway Drive
Suite 190
Deerfield Beach, FL 33441

Attn: Aniruddha Gotmare, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

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

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

_____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

JACOBS ENGINEERING GROUP, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2010

(Corporate Seal)



AGREEMENT NO. 10-017 (G)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC.

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (G)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC.

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

HDR ENGINEERING, INC., a Nebraska corporation, 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 HDR ENGINEERING, INC.
- 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.

- A Request for Letters of Interest was advertised by SFRTA as LOI No. 10-017, for GENERAL ENGINEERING AND CONSULTING SERVICES, and CONTRACTOR was determined to be one of the most qualified responsive and responsible respondents.
- 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".

LOI Requirements and Instructions to Proposers
General Terms and Conditions
Special Terms and Conditions
Scope of Services
Definition of Terms
Advertisement
All Exhibits and Attachments
Addendum No. 1 and 2
Contractors' Submittal
Contractor's Approved Fee Proposal
Proposal Form
Contractor'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

TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

HDR Engineering, Inc.
15450 New Barn Road
Suite 304
Miami Lakes, FL 33014

Attn: Will Suero, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

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

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

HDR ENGINEERING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2010

(Corporate Seal)



AGREEMENT NO. 10-017 (H)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

KIMLEY-HORN AND ASSOCIATES, INC.

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (H)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

KIMLEY-HORN AND ASSOCIATES, INC.

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

KIMLEY-HORN AND ASSOCIATES, INC., a Nebraska corporation, 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 KIMLEY-HORN AND ASSOCIATES, INC.
- 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.

- A Request for Letters of Interest was advertised by SFRTA as LOI No. 10-017, for GENERAL ENGINEERING AND CONSULTING SERVICES, and CONTRACTOR was determined to be one of the most qualified responsive and responsible respondents.
- 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".

LOI Requirements and Instructions to Proposers
General Terms and Conditions
Special Terms and Conditions
Scope of Services
Definition of Terms
Advertisement
All Exhibits and Attachments
Addendum No. 1 and 2
Contractors' Submittal
Contractor's Approved Fee Proposal
Proposal Form
Contractor'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

TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

Kimley-Horn and Associates, Inc.
5200 N.W. 33 Avenue
Suite 109
Fort Lauderdale, FL 33309

Attn: Bill Cary, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **KIMLEY-HORN AND ASSOCIATES, INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2010.

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2010

(Corporate Seal)



AGREEMENT NO. 10-017 (I)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

BERGMANN ASSOCIATES, INC.

FOR

GENERAL ENGINEERING AND CONSULTING
SERVICES (GEC)

AGREEMENT NO. 10-017 (I)

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

BERGMANN ASSOCIATES, INC.

FOR

GENERAL ENGINEERING AND CONSULTING SERVICES (GEC)

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

AND

BERGMANN ASSOCIATES, INC., a Pennsylvania corporation, 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 BERGMANN ASSOCIATES, INC.
- 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.

- A Request for Letters of Interest was advertised by SFRTA as LOI No. 10-017, for GENERAL ENGINEERING AND CONSULTING SERVICES, and CONTRACTOR was determined to be one of the most qualified responsive and responsible respondents.
- 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".

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Contractors' Submittal
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Proposal Form
Contractor's Qualification Certification
Key Employee Certification
DBE Participation Schedule
Drugfree Workplace Certification
Debarment & Suspension Certification
Certification of Restriction on Lobbying
Truth in Negotiation Certificate
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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

TERM

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.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Five Million Dollars (\$5,000,000.00). Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement. There is no guarantee of work under this Agreement.

ADDRESSES

CONTRACTOR:

Bergmann Associates, Inc.
8653 Baypine Road
Suite 100
Jacksonville, FL 32256

Attn: Eduardo Morales, Jr., P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

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

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARRIERO, CHAIR

_____ DAY OF _____, 2010

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

General Counsel, SFRTA

ATTEST:

BERGMANN ASSOCIATES, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2010

(Corporate Seal)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010

AGENDA ITEM REPORT

Consent Regular

RECOMMENDATION OF FIRMS FOR LOI 10-018
GENERAL SYSTEMS ENGINEERING (GSE) SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: The recommendation of PB Americas, Inc., Booz Allen Hamilton and Parsons Transportation Group, as the three (3) qualified firms to provide General Systems Engineering (GSE) services to the South Florida Regional Transportation Authority (SFRTA). Upon Board approval, fee proposals will be required from the recommended firms and final contracts will be presented for Board approval at a later date.

SUMMARY EXPLANATION AND BACKGROUND:

On March 26, 2010, the Board approved a Scope of Work, Evaluation Criteria and an Evaluation and Selection Committee for General Systems Engineering (GSE) Services in specialty categories of Rolling Stock, Fare Collection and Signal/Communications. Based on the Board's approval, SFRTA issued a request for Letters of Interest (LOI) from firms capable of providing the services specified in the Scope of Work.

The LOI was publicly advertised on May 18, 2010. Fifteen (15) firms purchased the LOI documents and seven (7) submittals were received on June 17, 2010. On September 9, 2010, the LOIs were reviewed and evaluated by the Board appointed Evaluation and Selection Committee. Based on the initial scoring, three (3) firms were deemed to be within the competitive range and as a result were shortlisted for oral presentations. On September 15, 2010, the three (3) shortlisted firms made presentations to the Evaluation and Selection Committee and the final evaluation was performed.

(Continued on Page 2)

Department: Engineering and Construction
Project Manager: Marie Suzie Papillon

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

FISCAL IMPACT: Each contract will be work-order based and funds will be expended based on approved available budget, on a per work-order basis.

EXHIBITS ATTACHED: Exhibit 1 – Evaluation and Selection Committee Memo

RECOMMENDATION OF FIRMS FOR LOI 10-018
GENERAL SYSTEMS ENGINEERING (GSE) SERVICES

SUMMARY EXPLANATION AND BACKGROUND (Continued):

Based on the evaluation scores, the Committee determined that all three (3) firms are qualified to perform the work and are recommended to the Board. Upon Board approval, fee proposals will be required from the recommended firms and final contracts will be presented for Board approval at a later date.

The term of the Agreements shall be three (3) years with SFRTA's sole option to renew for two (2) additional one (1)-year option periods, not to exceed \$5,000,000 each for the total term of the contract.

Staff is seeking Board approval of the Evaluation and Selection Committee recommendation.

RECOMMENDATION OF FIRMS FOR LOI 10-018
GENERAL SYSTEMS ENGINEERING (GSE) SERVICES

Recommended by: Daniel Marzq 9/10/10 Approved by: CEZ 9/10/10
 Department Director Date Contracts Director Date

Authorized by: [Signature] 9/10/10 Approved as to Form by: [Signature]
 Executive Director Date Deputy General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven Abrams Yes No
 Commissioner Bruno Barreiro Yes No
 James A. Cummings Yes No
 Marie Horenburger Yes No
 Commissioner Kristin Jacobs Yes No

Felix M. Lasarte Yes No
 George A. Morgan, Jr. Yes No
 Gus Pego, P.E. Yes No
 F. Martin Perry Yes No



Date: September 15, 2010
To: Joseph Giulietti, Executive Director
From: Evaluation and Selection Committee
Subject: LOI 10-018 for General Systems Engineering Services (GSE)
Evaluation and Selection Committee Recommendation

The purpose of this memorandum is to present to the Executive Director for approval the recommendation of the Evaluation and Selection Committee for the subject solicitation. The Committee recommends selection of the three (3) highest ranked firms: PB Americas, Inc., Booz Allen Hamilton, and Parsons Transportation Group. Upon the Executive Director's concurrence with the Evaluation and Selection Committee's results, this recommendation shall be presented to the SFRTA Governing Board for approval.

Nature of Procurement

SFRTA is seeking the services of a qualified consultant to provide expertise, technical support, and logistical support for all of the following disciplines: Rolling Stock and Associated Equipment Engineering/Inspection Services, Fare Collection, and Signal and Train Control/Communications. The term of the Agreement will be three (3) years with SFRTA's option of extending the term for two (2) additional one-year periods.

Procurement History

SFRTA began advertising this Request for Letters of Interest (LOI) on May 18, 2010. Advance notice was sent to nineteen (19) firms from SFRTA's vendor database/referral list. The LOI was also publicly advertised in three (3) local newspapers. Fifteen (15) firms purchased the LOI document and seven (7) submittals were received on June 17, 2010.

The Letters of Interest were submitted to SFRTA by:

- AECOM
- Booz Allen Hamilton
- Gannett Fleming
- Interfleet Technology
- LTK Engineering Services
- PB Americas, Inc.
- Parsons Transportation Group

An Evaluation and Selection Committee was established by the SFRTA Board at the March 26, 2010 meeting and consisted of the following members:

- William L. Cross, P.E., Manager of Engineering & Planning
- Mike Lulo, Engineering Project Manager
- Renee Matthews, Director of Special Projects
- Marie Suzie Papillon, Transportation Planning Manager
- Brad Barkman, Director of Operations
- Diane Hernandez Del Calvo, Director of Administration/EEO Officer

After an individual review of the Letters of Interest by each member, the Committee met on September 9, 2010 to perform the initial evaluation to determine a shortlisting of firms for presentations. The evaluation and selection was performed in accordance with the evaluation criteria listed in Exhibit 1 of the LOI as follows:

1. Background and Experience (Maximum 40 points)
2. Experience on Similar Projects (Maximum 35 points)
3. Organizational Structure (Maximum 15 points)
4. Knowledge of South Florida Conditions (Maximum 10 points)

During the meeting, the top three (3) firms received scores from the Committee that were determined to be in the competitive range for oral presentations and as a result were shortlisted for further consideration. The three (3) oral presentations were then held on September 15, 2010. At the conclusion of the oral presentations, the Evaluation and Selection Committee performed the final evaluation of the written submittal and oral presentation in accordance with the original evaluation criteria listed above. After totaling the final evaluation scores, the Committee recommended all three (3) shortlisted firms be recommended to the Board.

Analysis

During the evaluations the Committee discussed the Letter of Interest strengths and weaknesses for each criteria. After totaling the evaluation scores, the three (3) recommended firms received the highest score and ranking from the Evaluation and Selection Committee as listed below:

1. The firms have strong project related experience in the 3 required disciplines;
2. The firms have proposed Project Managers with years of experience;
3. The teams have Quality Assurance/Quality Control programs;
4. The teams possess relevant transit experience;
5. The firms have strong knowledge of local South Florida conditions;
6. The teams clearly described the communication process and coordination of activities;
7. Firms possess experience working with SFRTA; and
8. The teams possess DBE participation.

Determination

For the reasons set forth above, the Evaluation and Selection Committee has determined that PB Americas, Inc., Booz Allen Hamilton, and Parsons Transportation Group should be recommended to the Board to submit fee proposals for LOI No. 10-018 for General Systems Engineering Services (GSE). After approval of the recommendation, fee proposals will be requested from the selected firms for staff's review and analysis. Following staff's acceptance of the fee proposals, contracts will be brought to the Governing Board for approval.

I concur with the Evaluation and Selection Committee's recommendation:



Daniel R. Mazza, P.E., Director
Engineering & Construction



Chris Bross, Director
Procurement



Joseph Giulietti
Executive Director

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 24, 2010

AGENDA ITEM REPORT

Consent Regular

CHANGE ORDER NO. 2 TO AGREEMENT NO. 06-115 BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND HYUNDAI ROTEM COMPANY FOR COMMUTER RAIL CARS

REQUESTED ACTION:

MOTION TO APPROVE: Change Order No. 2 to Agreement No. 06-115, between the South Florida Regional Transportation Authority (SFRTA) and Rotem Company to exercise the balance of Option No. 6 for Ten (10) trailer cars under the Southern California Regional Rail Authority's (SCRRA's) Contract No. EP 142-06, for the amount of \$16,585,150.00, and to incorporate the new company name of Hyundai Rotem Company.

SUMMARY EXPLANATION AND BACKGROUND:

On June 23, 2006, the Governing Board approved the Agreement No. 06-115 between SFRTA and Rotem Company ("Rotem") to provide services for the manufacture, delivery, testing and warranty for 2 (of 2) Cab Cars under Option No. 5 of the SCRRA Contract No EP 142-06. On August 24, 2007 the Governing Board approved execution of Change Order No. 1 with Rotem to exercise part of Option No. 6 (4 of 14 Trailer Cars) and Option No. 7 (8 of 8 Cab Cars).

Staff is requesting that the Board agree to Change Order No. 2 to exercise the balance of Option #6 for the procurement of ten (10) additional Trailer Cars at the stipulated unit cost of \$1,658,515.00 each for a total cost of \$16,585,150.00. The option price is significantly below the current market value of a new, comparable vehicle. Per the terms and conditions of the contract the Hyundai Rotem Company has thirty (30) days following the execution of the option to provide an updated master schedule reflecting the delivery for these ten cars.

Hyundai Rotem is part of the Hyundai Motor Group. Its name was changed from Rotem to the Hyundai Rotem Company on November 15, 2007.

Department: Engineering & Construction

Department Director: Daniel R. Mazza, P.E.

Project Manager: Daniel R. Mazza, P.E.

Procurement Director: Christopher Bross

FISCAL IMPACT: Funds are allocated from Florida Department of Transportation, Federal Transit Administration and Capital contributions.

EXHIBITS ATTACHED: Exhibit 1- Change Order No. 2 for Agreement No. 06-115

CHANGE ORDER NO. 2 TO AGREEMENT NO. 06-115 BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND HYUNDAI ROTEM COMPANY FOR COMMUTER RAIL CARS

Recommended by: Daniel Maya 9/16/10 Approved by: CEZ 9/14/10
Department Director Date Contracts Director Date

Authorized by: Joseph Palumbo 9/16/10 Approved as to Form by: [Signature] 9/17/10
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steve Abrams	<input type="checkbox"/> Yes <input type="checkbox"/> No	Felix M. Lasarte	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	George A. Morgan, Jr.	<input type="checkbox"/> Yes <input type="checkbox"/> No
James Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	Gus Pego, P.E.	<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		



CHANGE ORDER

Contract No. 06-115

Change Order No. 2

Project: Commuter Rail Cars

Contractor: Hyundai-Rotem Company

Consultant:

The following changes are hereby authorized to be performed by the Contractor, for the stipulated cost and/or time extension herein, upon the signatures below by SFRTA.

Description of Changes, Reasons Therefore, and Cost and/or Time Extension for Each:

- | | |
|--|-------------------------------|
| <p>1. Change: SFRTA hereby exercises the remaining 10 Trailer Cars in Option No. 6 under the Southern California Regional Rail Authority's Contract No. EP 142-06.
 Reason for change: Pursuant to SCRRA's Contract No. EP 142-06, Option No. 6
 Cost of Change: (\$1,658,515.00 X 10 = \$16,585,150.00)
 Time Extension for change: To be established</p> | \$16,585,150.00 |
| <p>2. Change: Change Contractor's name from Rotem Company to Hyundai Rotem Company. Attached is Hyundai Rotem Company's letter dated November 15, 2007 describing this change.
 Reason for change: Contractor's name change.
 Cost of Change: None
 Time Extension for change: None</p> | \$ N/C |
| <p>TOTAL</p> | <p>\$16,585,150.00</p> |

It is further agreed that this Change Order shall not alter or change in any manner the force and effect of the Contract Documents, including any previous amendments thereto, except insofar as the same is altered and amended by this Change Order.

SFRTA and the Contractor agree that the Contract time adjustment and the sum agreed to in this Change Order constitutes a full and complete settlement of all the matters set forth herein, including all direct cost for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in the Change Order. Furthermore, the Contractor accepts the terms of this Change Order as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit and delay damages and for all their costs. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Change Order.

The execution of this Change Order shall not constitute authorization to proceed with any work. No work shall be performed pursuant to this Change Order until such time as a valid and fully executed work order is issued by SFRTA within the scope of the Contract and the covenants and restrictions of this Change Order.

Accepted by Procurement:

Signature: _____
Name and Title: _____
Date: _____

Accepted by Contractor:

Signature: _____
Name and Title: _____
Date: _____

Approved as to form and legal sufficiency:

Signature: _____
Name and Title: _____
Date: _____

Accepted by Project Manager:

Signature: _____
Name and Title: _____
Date: _____

Approved by SFRTA Executive Director:

Signature: _____
Name and Title: _____
Date: _____

Approved by SFRTA Governing Board:

Signature: _____
Name and Title: _____
Date: _____



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

CHANGE ORDER SUMMARY

Contract No. 06-115
Change Order No. 2
Project: Commuter Rail Cars
Contractor: Rotem Company
Consultant: LTK Engineering Services

CHANGE ORDER COST SUMMARY

Original Contract Amount:	\$3,547,930.00
Cost of Change Orders To-Date:	\$21,056,100.00
SUB-TOTAL COST	\$24,604,030.00
Cost of This Change Order:	\$16,585,150.00
TOTAL COST	\$41,189,180.00

CHANGE ORDER TIME SUMMARY

Original Contract Time:	July 31, 2009
Time Added / Deleted by Change Orders To-Date:	
4 Trailer Cars Per Option No. 6	April 30, 2010
8 Cab Cars Per Option No. 7	June 30, 2010
Time Added / Deleted by This Change Order:	
10 Trailer Cars Per Option No. 6	TBD per Contract

CHANGE ORDER HISTORY

Change Order No.	Date	Increase (+) or Decrease (-)
1	August 24, 2007	Increase \$21,056,100.00

November 15, 2007

To : Joseph J. Giuliatti
 South Florida Regional Transportation Authority / Executive Director
 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064

Cc : Jack L. Stephens / Deputy Executive Director
 Daniel R. Mazza / Director of Engineering & Construction

Subject : Announcement of New Company Name

Dear Mr. Joseph J. Giuliatti

We are pleased to announce that the name of our company will be changed on November 15, 2007 as follows.

DESCRIPTION	PRESENT	NEW
Company Name	Rotem Company	Hyundai Rotem Company
Corporate Identity		
Homepage Add.	http://www.rotem.co.kr	http://www.hyundai-rotem.co.kr
Remarks	There has been no change in management, address, telephone/fax number, etc.	

We, Hyundai Rotem Company, will continue our contribution to the development of the railway system, defense industry and plant/machinery. We assure you that we will make our utmost efforts towards becoming an outstanding leader in the global market.

I would like to express my sincere gratitude for your support. Thank you.

Sincerely,



Yeon-Sung Lee
 Executive Vice Chairman & CEO
 Hyundai Rotem Company

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010

AGENDA ITEM REPORT

Consent Regular

AMENDMENT NO. 2 TO AGREEMENT NO. 07-855 BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND LTK ENGINEERING SERVICES
FOR ENGINEERING AND TECHNICAL SUPPORT
FOR ROLLING STOCK ACQUISITION

REQUESTED ACTION:

MOTION TO APPROVE: Amendment No. 2 to Agreement No. 07-855 between the South Florida Regional Transportation Authority (SFRTA) and LTK Engineering Services (LTK) to provide continuing program management, engineering/technical support services, quality assurance, and inspection services for Rolling Stock Acquisition through the delivery, testing and commissioning of all commuter rail cars from Hyundai Rotem, including the ten (10) option coaches most recently exercised, for a not-to-exceed additional cost of \$597,249.00 and a total not-to-exceed amount of \$1,125,981.00.

SUMMARY EXPLANATION AND BACKGROUND:

On October 26, 2007, the Board approved a Sole Source Agreement with LTK to provide Engineering and Technical Support for SFRTA's Rolling Stock Acquisition. SFRTA "piggy-backed" onto the Southern California Regional Rail Authority (SCRRA) procurement of rolling stock from Hyundai Rotem through an assignment of available options. As LTK was providing these same services to the SCRRA for its procurement of Hyundai Rotem rolling stock vehicles, the selection of LTK was justified on the basis of cost sharing and avoidance of duplication of effort. The original agreement between SFRTA and LTK was for a not-to-exceed amount of \$528,732.00 and covered a period ending July 31, 2010. On June 25, 2010, the Board approved Amendment No. 1 to Agreement 07-855 which was a no-cost extension of the Agreement through September 30, 2010.

(Continued on Page 2)

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

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

FISCAL IMPACT: Funding is included in SFRTA's FY 10-11 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – Amendment No. 2 to Agreement 07-855

AMENDMENT NO. 2 TO AGREEMENT NO. 07-855 BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND LTK ENGINEERING SERVICES
FOR ENGINEERING AND TECHNICAL SUPPORT
FOR ROLLING STOCK ACQUISITION

SUMMARY EXPLANATION AND BACKGROUND (Continued):

The exercising of the last option for an additional ten (10) coaches and initial delays to the delivery of the existing fourteen (14) car order with Hyundai Rotem will require an extension in LTK management services to August 31, 2012. The manufacturing and delivery of the commuter rail cars from Hyundai Rotem has been delayed for various reasons including availability of raw materials, location of final assembly and production scheduling at the final assembly site.

AMENDMENT NO. 2 TO AGREEMENT NO. 07-855 BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND LTK ENGINEERING SERVICES
FOR ENGINEERING AND TECHNICAL SUPPORT
FOR ROLLING STOCK ACQUISITION

Recommended by: Daniel Mazza 9/14/10 Approved by: Cliff 9/16/10
Department Director Date Contracts Director Date

Authorized by: [Signature] 9/14/10 Approved as to Form by: [Signature] 9/17/10
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No

Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
Gus Pego, P.E. Yes No
F. Martin Perry Yes No



**SECOND AMENDMENT TO
AGREEMENT NO. 07-855
BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY
AND
LTK ENGINEERING SERVICES, INC.
FOR
ENGINEERING AND TECHNICAL SUPPORT
FOR ROLLING STOCK ACQUISITION**

**SECOND AMENDMENT TO
AGREEMENT NO. 07-855**

BETWEEN

**SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY**

AND

LTK ENGINEERING SERVICES, INC.

FOR

**ENGINEERING AND TECHNICAL SUPPORT
FOR ROLLING STOCK ACQUISITION**

This is the Second Amendment to the Agreement for Engineering and Technical Support for Rolling Stock Acquisition between **South Florida Regional Transportation Authority**, hereinafter referred to as "SFRTA" and **LTK Engineering Services**, hereinafter referred to as "CONSULTANT".

WHEREAS, on October 26, 2007, **CONSULTANT** and **SFRTA** entered into an Agreement through July 31, 2010, hereinafter referred to as "Agreement" for Engineering and Technical Support for Rolling Stock Acquisition; and

WHEREAS, on June 25, 2010, **CONSULTANT** and **SFRTA** executed Amendment No. 1 to the Agreement extending the period of performance through September 30, 2010 at no additional cost.

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 further amend the Agreement as follows:

1. **RECITALS** to this Second Amendment are true and accurate and are incorporated into and made a part of this Agreement.
2. **TERM** is amended to read as follows:

The period of performance shall be from Notice to Proceed through ~~September 30, 2010~~ August 31, 2012.

3. **COMPENSATION** is amended to read as follows:

SFRTA agrees to pay the CONSULTANT compensation of the total "Not-To-Exceed" amount of ~~Five Hundred Twenty Eight Thousand, Seven Hundred Thirty Two Dollars (\$528,732.00)~~ One Million One Hundred Twenty Five Thousand Nine Hundred Eighty One and no/100 Dollars (\$1,125,981.00).

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Second 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 Second Amendment to the Agreement on the respective date under each signature: **LTK ENGINEERING SERVICES**, 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.

ATTEST:

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

SFRTA

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By _____
COMMISSIONER BRUNO BARREIRO,
CHAIR

Approved as to form by:

CHRIS BROSS, Director
Procurement

TERESA J. MOORE, General Counsel

ATTEST:

WITNESS

LTK ENGINEERING SERVICES

By _____

Printed Name and Title

_____ day of _____, 2010

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010

AGENDA ITEM REPORT

Information Item

Presentation

SOUTH FLORIDA EAST COAST CORRIDOR TRANSIT ANALYSIS (SFECCTA) STUDY

SUMMARY EXPLANATION AND BACKGROUND:

At the September 24, 2010 meeting of the South Florida Regional Transportation Authority (SFRTA) Governing Board, the South Florida East Coast Corridor Transit Analysis (SFECCTA) Study team will present an overview of the study process and an update of feedback received at the September public hearings. This presentation is intended to provide the Governing Board background and context prior to the selection of a SFECCTA Locally Preferred Alternative (LPA) at its October 22, 2010 meeting.

The Florida Department of Transportation (FDOT) District IV has been conducting the SFECCTA Study since 2005. The study is a regional alternatives analysis of the segment of the Florida East Coast (FEC) Railway Corridor that extends 85 miles from downtown Miami to Jupiter. The SFRTA is one of seven participating agencies that have coordinated with FDOT throughout the duration of the SFECCTA Study. The SFRTA Governing Board has heard SFECCTA presentations on multiple occasions, most recently as part of the SFRTA Transportation Planning Workshop on April 23, 2010 and SFRTA Governing Board meeting on June 25, 2010.

The SFECCTA Study is at a critical juncture, as its Phase 2 is nearing completion. At the conclusion of Phase 2, a locally preferred alternative (LPA) will be selected as the regional master plan for transit in the FEC Railway corridor. Currently, four alternatives are under consideration to be selected as the LPA. Two of these four alternatives utilize commuter rail or diesel multiple unit (DMU) trains as part of an integrated rail network connected with the South Florida Rail Corridor (SFRC). One alternative utilizes bus rapid transit (BRT) within the FEC Railway corridor, while another alternative consists of rapid bus service on parallel roadways such as U.S. 1 and Dixie Highway.

To assist in finalizing the selection of the LPA, public hearings will be held throughout the region between September 14 and September 22, 2010. The SFECCTA Study team will follow up by seeking endorsement of an LPA from the Southeast Florida Transportation Council (SEFTC) on September 27, the region's three Metropolitan Planning Organizations (MPOs) in October, and the SFRTA Governing Board on October 22, 2010.

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

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

EXHIBITS ATTACHED: None

SOUTH FLORIDA EAST COAST CORRIDOR TRANSIT ANALYSIS (SFECCTA) STUDY

Recommended by: Daniel Massa 9/14/10 Approved by: [Signature]
Department Director Date Contracts Director Date

Authorized by: [Signature] 9/16/10 Approved as to Form by: [Signature] 9/17/10
Executive Director Date General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

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

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
August 17, 2010

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Governing Board was held at 2:00 P.M. on Tuesday, August 17, 2010 at SFRTA/Tri-Rail, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT

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

COMMITTEE MEMBERS NOT PRESENT

Phyllis Berry, Broward County Transit

ALSO PRESENT

Robyn Hankerson, Bitner Goodman
Nestor Morales, Miami-Dade Transit
Steve Rosenberg, SFRTA/Tri-Rail
Jim Udvardy, South Florida Commuter Services

CALL TO ORDER

The meeting was called to order at 2:08 p.m.

ROLL CALL

A quorum was present.

AGENDA APPROVAL

Ms. Arnold moved for Agenda approval. Ms. Finke seconded the motion.

MINUTES APPROVAL

Prior Meeting Minutes were moved for approval with Ms. Finke seconding, with the exception that it needs to be noted in the prior Meeting Minutes of June 15, 2010, that Ms. Jessica Dumars of Palm Tran was in Ms. Finke's office when she dialed in to this meeting, as her comments were noted in the Minutes.

MATTERS BY THE PUBLIC

None

REGULAR AGENDA

INFORMATION / PRESENTATION ITEMS

I1 – DUMP THE PUMP – LESSONS LEARNED

- Ms. Arnold stated that Dump the Pump was posted earlier this year than in previous years, on APTA's website.
- Ms. Finke stated that participation is a hardship because Palm Tran is short-staffed and in addition cannot give away free rides.
- APTA is very encouraged that 120 agencies were involved in this effort this year and wants to continue next year.
- Mr. Udvardy feels that abandoning cars is a difficult "sell" for South Florida and that there is no incentive to encourage drivers to do so.
- Ms. Arnold stated that rather than talk about gasoline prices and traffic, Telling Our Story was the focus this year. In past years, passengers were asked to log onto the website in order to print out a Dump the Pump certificate which was good for a free ride and it was good only on that day. The perception was that free rides were to be offered again this year, but that was not the case.
- A meet and greet event with radio remote was set up at the Boca Raton Tri-Rail Station and State Representative Kelly Skidmore was present.
- Ms. Chiarelli suggested that this Committee discusses plans earlier next year; as early as February.
- Ms. Hankerson stated that the ideal situation would be to create national partners in order to create awareness throughout the country. For example, if McDonald's were to offer a coupon on a national level, it would strengthen the campaign.
- Mr. DeCossio stated that interest needs to be created long before the day of the event by generating interest via television or radio. His personal preference is for talk show interviews.

I2 – REGIONAL CALL CENTER CHALLENGE

- In order to foster interest in recognizing front-line personnel from the four South Florida agencies and South Florida Commuter Services, before Thanksgiving, Ms. Arnold offered to take the lead in organizing agency involvement. She further stated that she will avail participating agencies of APTA's materials. This competition will mimic the national competition described in the bullet point following. The local representative who wins, is not necessarily the person who will be chosen to go to San Diego next year.
- This idea came from APTA's national Call Center Challenge in which each system is invited to submit one of their call center representatives to participate in the competition. Volunteers and APTA staff members call these participants and are asked to go through two different scenarios. They are then graded. APTA brings 7 – 10 of the top winning representatives to the February Workshop. APTA's Marketing Committee judges the contestants' responses which lead to prizes and recognition. Next year's Workshop will take place in San Diego and the participating agency must agree to cover the representatives' expenses.

I3 – FPTA’S INVOLVEMENT IN AARP’S CONFERENCE IN ORLANDO

- Due to budgetary constraints, none of the partnering agencies can take part in this year’s event.

I4 – COMMITTEE BY-LAWS

- As a result of a Committee vote, it was decided to change the monthly meeting day from the third Tuesday of every month, to the **first Wednesday of every month**. The 2:00 p.m. meeting time will remain the same. The reason for the change is conflict between the Tuesday date and county commission meetings.
- It was decided that a designated alternate should have the same voting rights as the primary member, in his/her absence. The Committee questioned whether one alternate person needed to be pre-selected as the standard alternate or whether the alternate can be changed as needed. Ms. Arnold stated that she would get affirmation from SFRTA’s executive office.

I5 – BRAINSTORM IDEAS FOR PRODUCTIVE MEETINGS

- Set realistic goals
- Ms. Arnold stated that Michael Goodman would be a good facilitator for a goals-oriented meeting.
- A current goal is to plan and execute a successful “Regional Call Center Challenge.”

I6 – AGENCY UPDATES

Broward County Transit

No representation at this meeting

Florida Department of Transportation

- Ms Chiarelli stated that she is working with Palm Tran and Broward County Transit toward their joint-fare systems and working out technical, partnerships, financial aspects and marketing.
- It needs to be determined whether Cubic fulfills the needs of the project or whether other options need to be explored.
- The MDT/Tri-Rail transfer fee was discussed. Ms. Arnold stated that this will be a topic of review at the September 8th Transportation Committee Meeting.

Miami-Dade Transit

- Mr. DeCossio stated that he is leaving Miami-Dade Transit after 30 years and that his last day will be August 27th. He introduced Nestor Morales as the person who will replace him at these meetings.
- The Kendall Cruiser has been reinstated.
- The Corporate Discount and the College Discount are being reviewed.
- Revamping interest in the Miami-Dade/Monroe route.
- There is an interesting tour of Rt. 112 on which a passenger can witness an elevated system being built
- Affordable housing is being developed at the Brownsville Station.

Palm Tran

- Ms. Finke stated that Palm Tran's Executive Director, Chuck Cohen, is presently at Palm Beach County Commission Meeting at which is being discussed a Palm Tran fare increase.
- The Guide Book is on hold due to the possible fare increase and the need to update collaterals if that is the case.
- Palm Tran is agreeable to reciprocal complimentary travel for the partnering transit agencies, dependent upon MDT's participation. MDT would need to create an EASY Card with the ability to display a photograph. It will be recommended that Joe Giulietti discuss this issue with Harpal Kapoor of MDT.

SFRTA/Tri-Rail

- Ms. Arnold stated that APTA is very pleased with how Florida is well-represented with regards to the Telling Our Story effort.
- Rail Fun Day will take place at the Ft. Lauderdale Airport Station on October 30 and will have a Halloween theme and a costume contest.
- Conductor George Green will be present and "green" will be part of the campaign.
- Some of the partners at the event will be South Florida Parenting Magazine, Pollo Tropical, Coast FM and possibly the Florida Marlins.
- Two extra trains will be added in each direction to enhance hourly service. The gazebos and new parking garage are on-site should there be a need for protection from inclement weather.

South Florida Commuter Services

- Mr. Udvardy stated that tool kits are available for employers.

Bitner Goodman

No comments

OLD BUSINESS

NEW BUSINESS

With no further comments, the meeting adjourned at 3:15 p.m.

**Engineering & Construction
Monthly Progress Report
September 24, 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 10 months. Installation of drainage structures is complete. Installation of the electrical conduits for the parking lot lighting and installation of the conduits for the new irrigation system is complete. Placement of subgrade material and limerock base is complete. Concrete footings for new bus canopy structure and the concrete walkway for bus lane canopy is complete. New concrete sidewalk adjacent to station platform and side entrance ramp is complete. Installation of light pole bases and poles is complete. Construction activities currently ongoing include: Installation of new LED light fixtures, construction of the steel bus canopy structure, and planting of trees and other plant material. Additional work activities scheduled to begin this month include: Placement of the concrete bus lane and asphalt pavement, striping, and the installation of perimeter fence along the property line. Construction to be completed by October 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. SFRTA Safety and Security and Final punch list walk-through inspections took place the week of August 30th. Final inspections by permitting agencies are to be completed by September 17, 2010. Construction to be completed by the last week of September 2010. Contract amount: \$5.33M.

Hialeah Yard Storage Tracks and Inspection Pit:

Construction of 3300' of storage tracks (4-track configuration) with a 340' inspection pit. 100% design documents have been completed. Bid package was advertised on August 27, 2010 and the Pre-Bid conference was held on September 8, 2010 at the Hialeah Yard. Bid opening date is scheduled for September 30, 2010. Estimated construction completion in June 2011.

**Engineering & Construction
Monthly Progress Report
September 24, 2010**

Pompano Beach Station Improvements:

Upgrade of existing Pompano Beach Station to Segment 5 station standards. Improvements consist of widening existing platforms to 25' width, new full-length canopies, solar paneling, pedestrian overpass with stairs and elevators, bus circulation improvements, and parking lot reconfiguration. Development of 30% design-build procurement package is presently underway. The design-build package will include specifications to obtain Silver LEED certification. Contract award expected by October 2010. Estimated construction start is August 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 December 2010. The 4 trailer cars are expected to be delivered by the end of September 2011, and the delivery of the remaining eight (8) cab cars is expected by the end of October 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. Two bids and one no-bid were received on July 7, 2010. Bids to be opened in mid-September. Required twenty-six (26) month delivery.

Bike Lockers:

Procurement of 350 new bike lockers, with current installation of 253 (8 already owned) lockers, with each locker holding 2 bikes, at fourteen (14) SFRTA stations. The remaining one hundred five (105) additional lockers are being procured for later installation at the remaining four stations. Procurement package was advertised on February 22, 2010, with seven (7) bids opened on March 29, 2010. Award for \$502,361.00 was approved at the April Board meeting. As a result of completion of construction activities at two stations, a change order for \$4,500 was issued in September for the installation of lockers at the Cypress Creek and Ft. Lauderdale Airport Stations. Estimated installation completion by the end of November 2010.

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 September 24, 2010

AUGUST RIDERSHIP

Total monthly ridership for August has increased 6.6 % when compared to August of last year. Weekday ridership has increased by 7.7% for August, while the average weekday ridership in August 2010 was 11,882 per day versus 11,559 per day for 2009. Total weekend ridership has decreased by 1.3% when compared to last year. Total Fiscal Year ridership is up by 2.4%.

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

<u>Riders</u>	Actual August 2010	Actual August 2009	August '10 vs. '09 %	FY 11 Rider ship To Date	FY 10 Rider ship To Date	FYTD 11 vs '10 %
M-F	261,408	242,745	7.7%	494,197	479,816	3.0%
Saturday	19,447	20,817	-6.6%	44,681	38,782	15.2%
Sunday	20,475	19,198	6.7%	35,242	35,346	-0.3%
Holidays	0	0	0.0%	0	6,863	-100.0%
	301,330	282,760	6.6%	574,120	560,807	2.4%

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

Chart 1 - SFRTA Riders and Revenue Trends

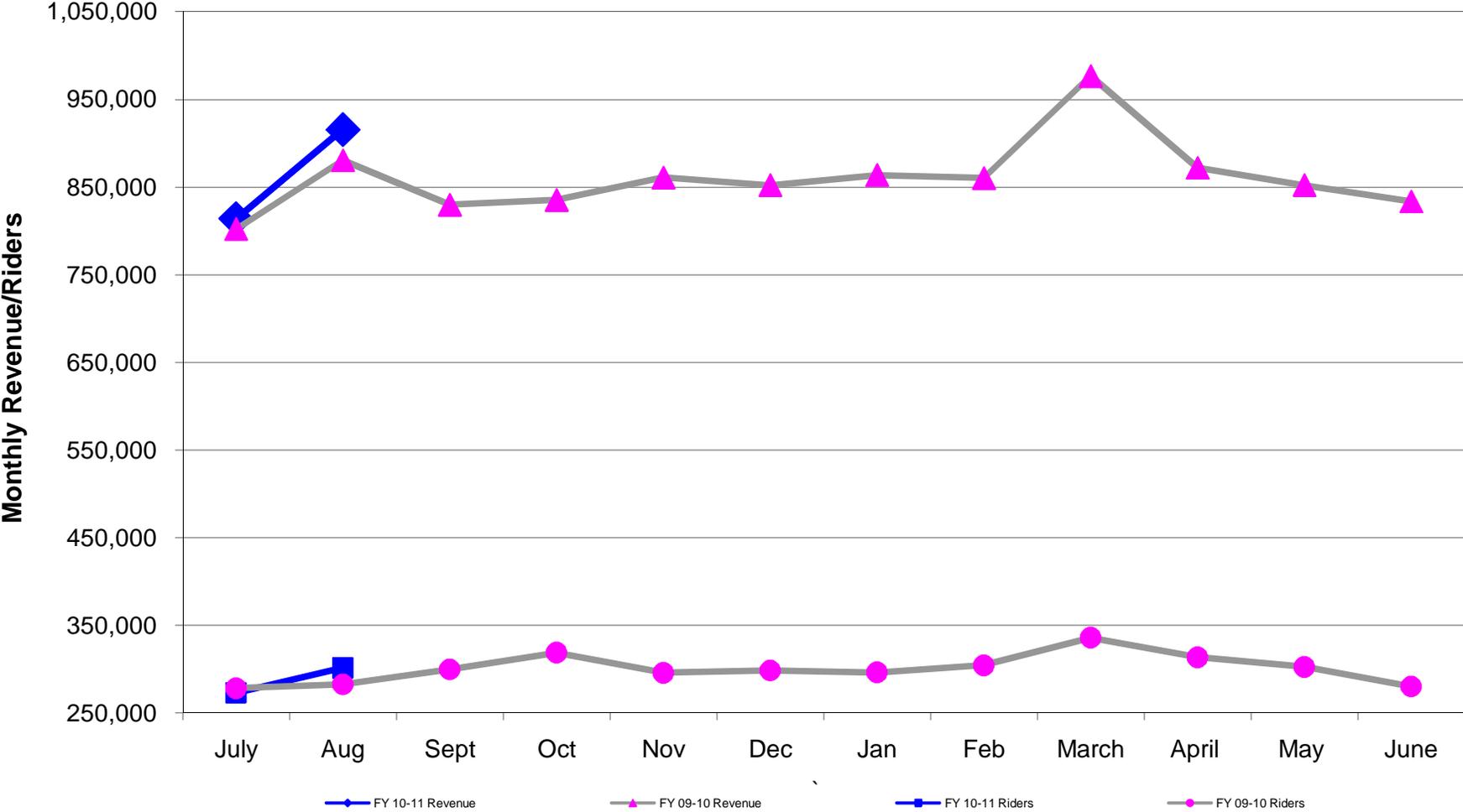


Chart 2 - SFRTA Riders

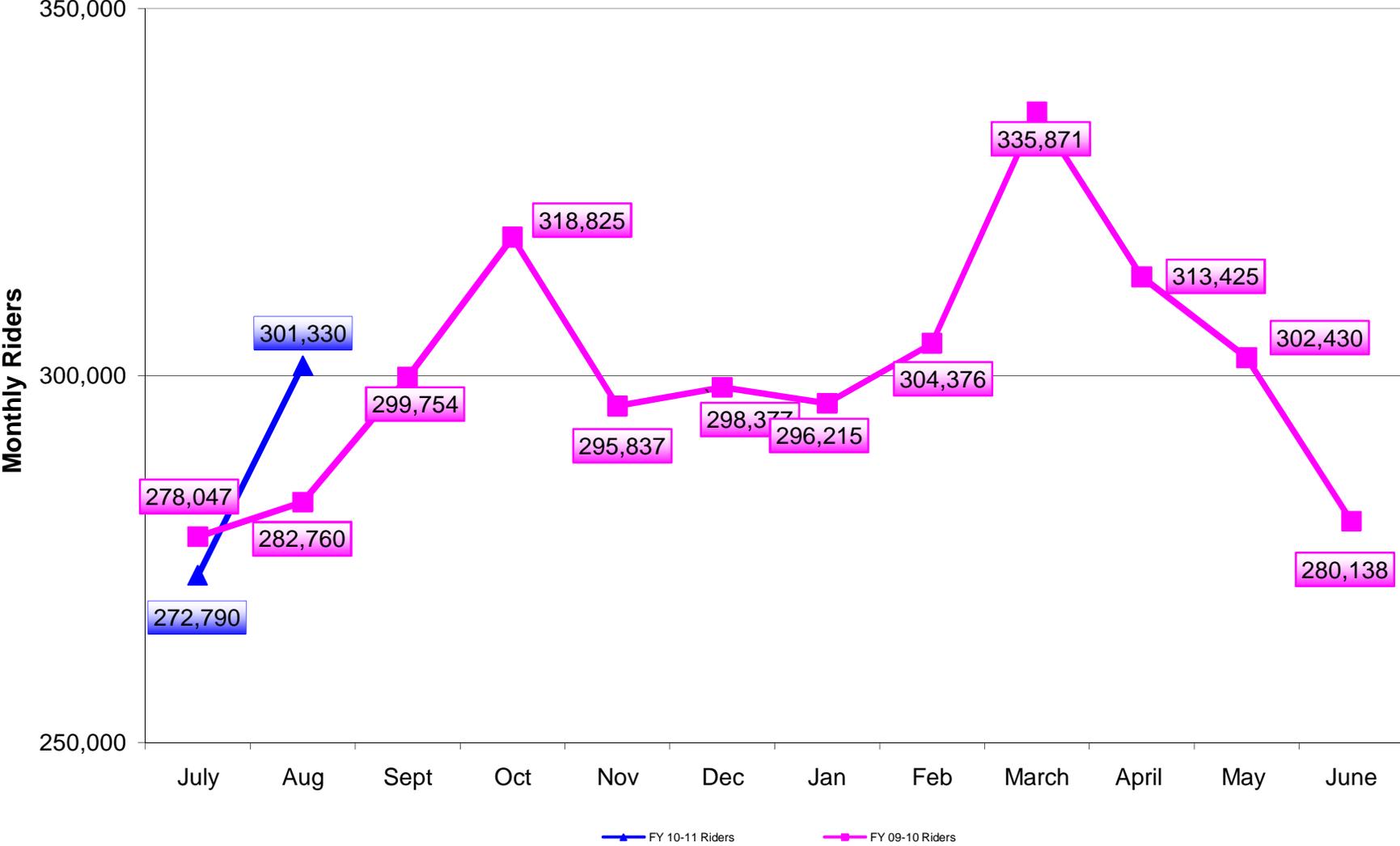
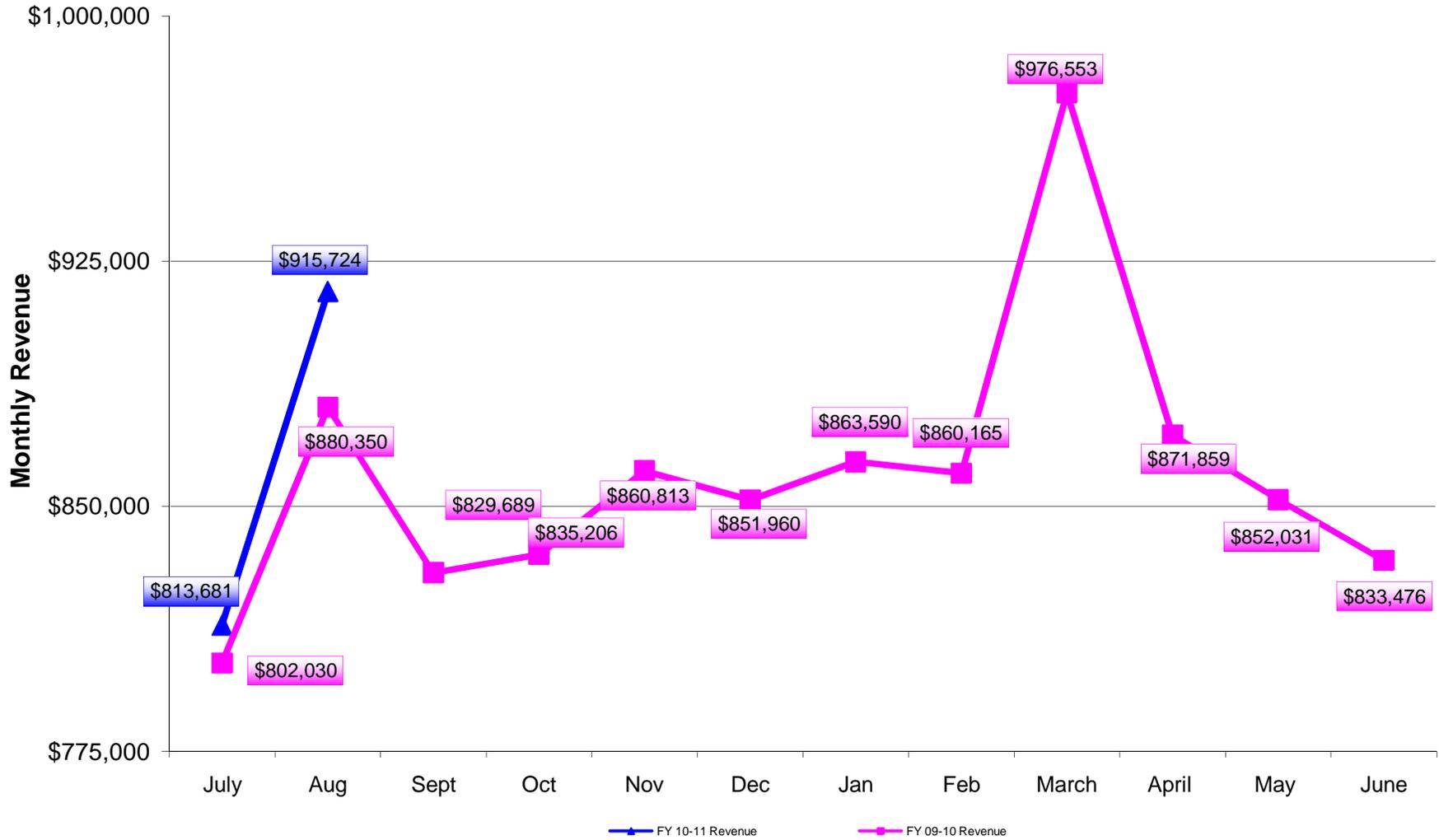


Chart 3 - SFRTA Revenue

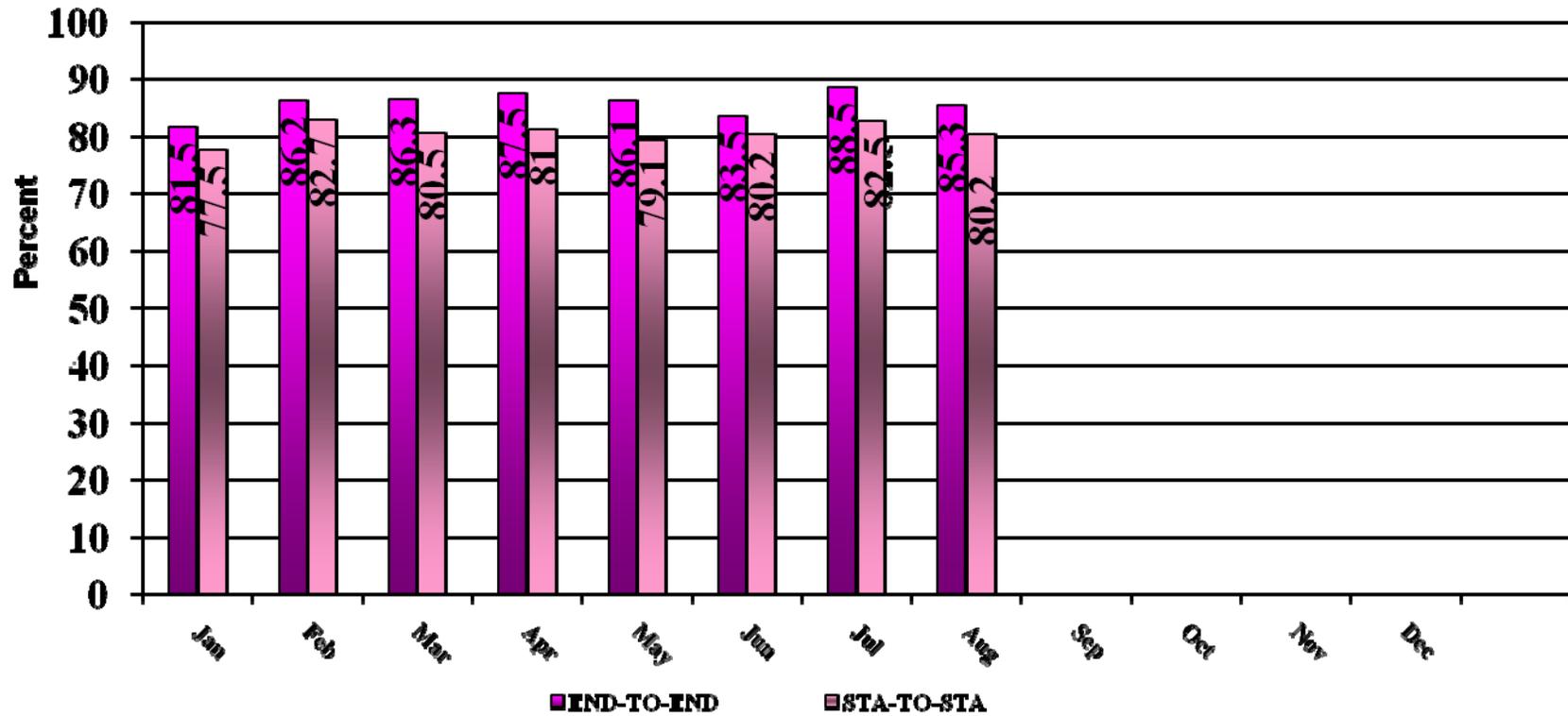




AUGUST 2010 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY			
OTP End To End			85.3%
OTP Station To Station			80.2%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	1	1	0.1%
SUB-TOTAL	1	1	0.1%
CSX AGREEMENT			
CSX FRIEGHT	2	4	0.3%
LOCAL SWITCHER	3	3	0.2%
JAX DISPATCHER	1	1	0.1%
MOW	15	24	1.9%
SUB-TOTAL	21	32	2.6%
OUTSIDE CSX			
COMMUNICATIONS	1	1	0.1%
SIGNALS-COMP.	6	19	1.5%
CSX RULE 100J	0	0	0.0%
SUB-TOTAL	7	20	1.6%
BOMBARDIER MECHANICAL	3	16	1.3%
VEOLIA TRANSPORTATION	1	1	0.1%
AMTRAK	2	3	0.2%
FEC DELAY	5	6	0.5%
WEATHER	2	11	0.9%
ROW FOUL	0	0	0.0%
SFRTA TRANSPORTATION	10	29	2.3%
OTHER	6	15	1.2%
3rd PARTY	10	30	2.4%
DMU MECHANICAL	2	7	0.6%
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	4	5	0.4%
EFFICIENCY TESTING	1	1	0.1%
SUB-TOTAL	46	124	10.0%
TRAINS DELAYED		177	14.2%
TERMINATED / ANNULLED		6	0.5%
TRAINS ON TIME		1061	85.3%
TOTAL		1244	100.0%

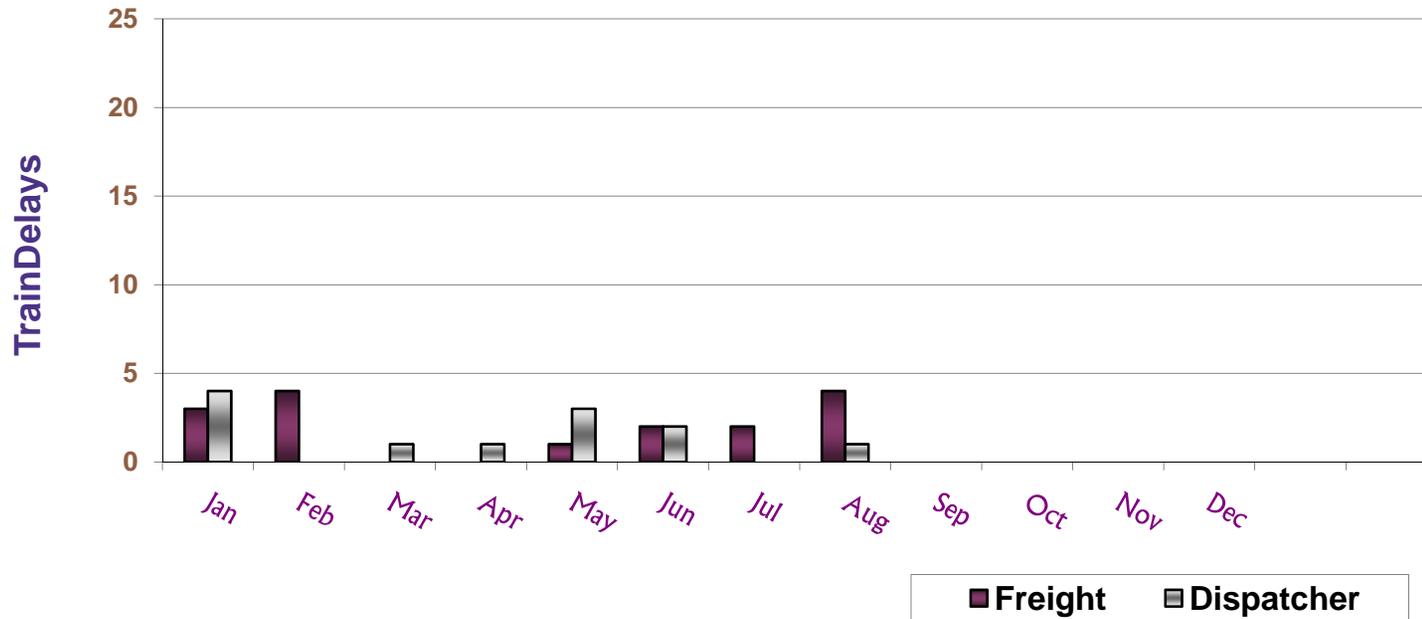


On-Time Performance Calendar Year 2010



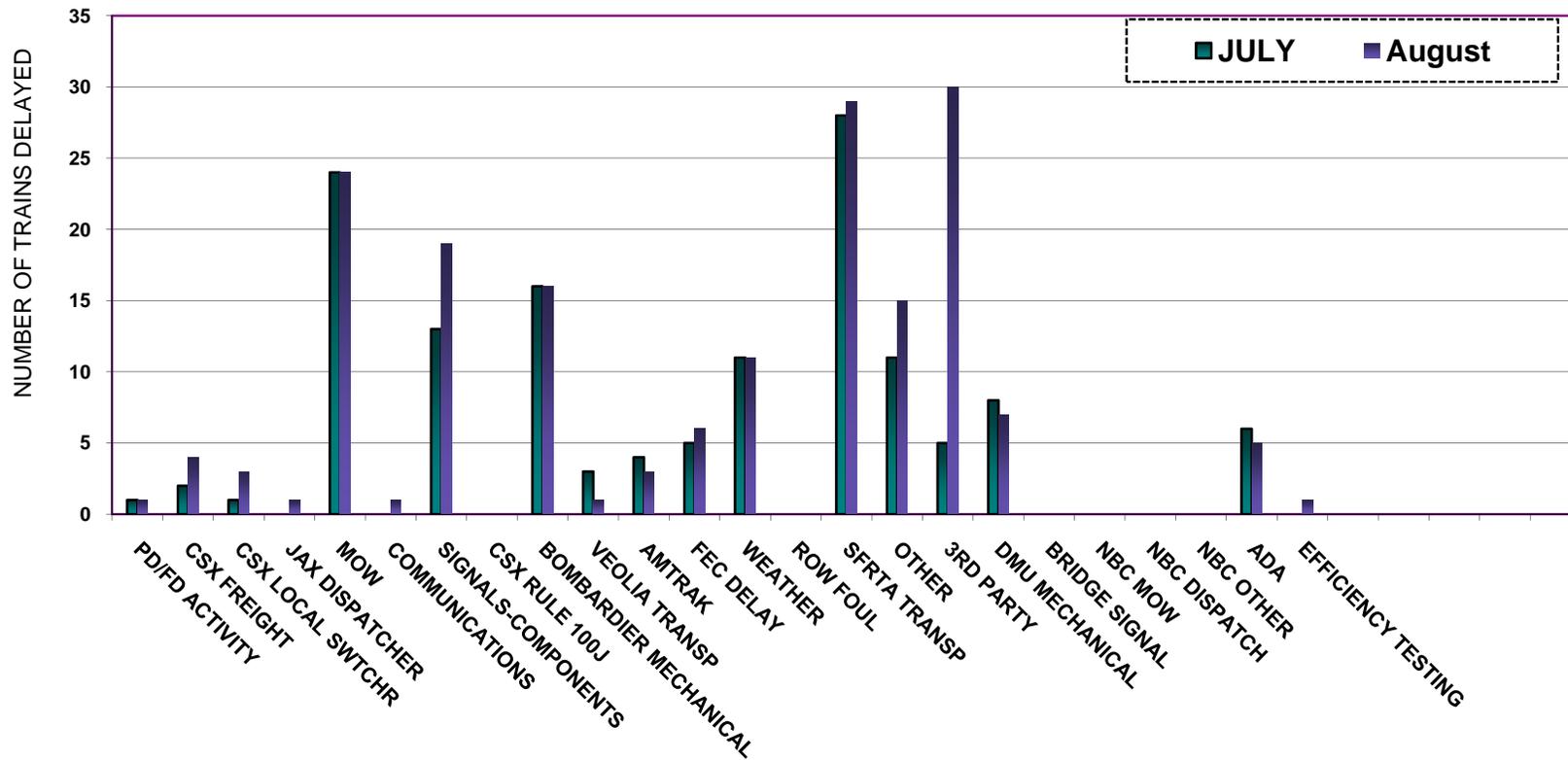


CSXT JAX Dispatcher & Freight Delays 2010

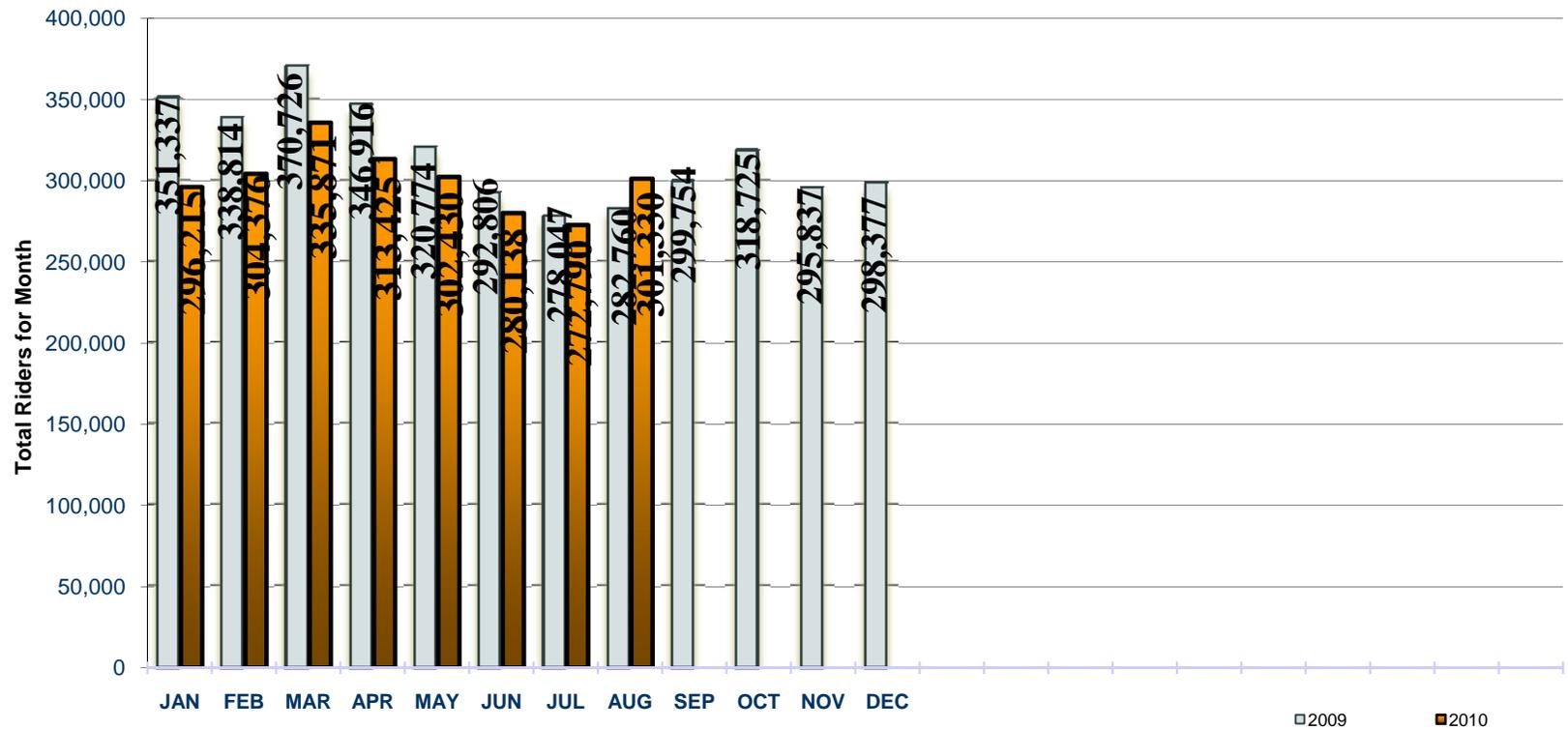




TRAIN DELAYS-2010

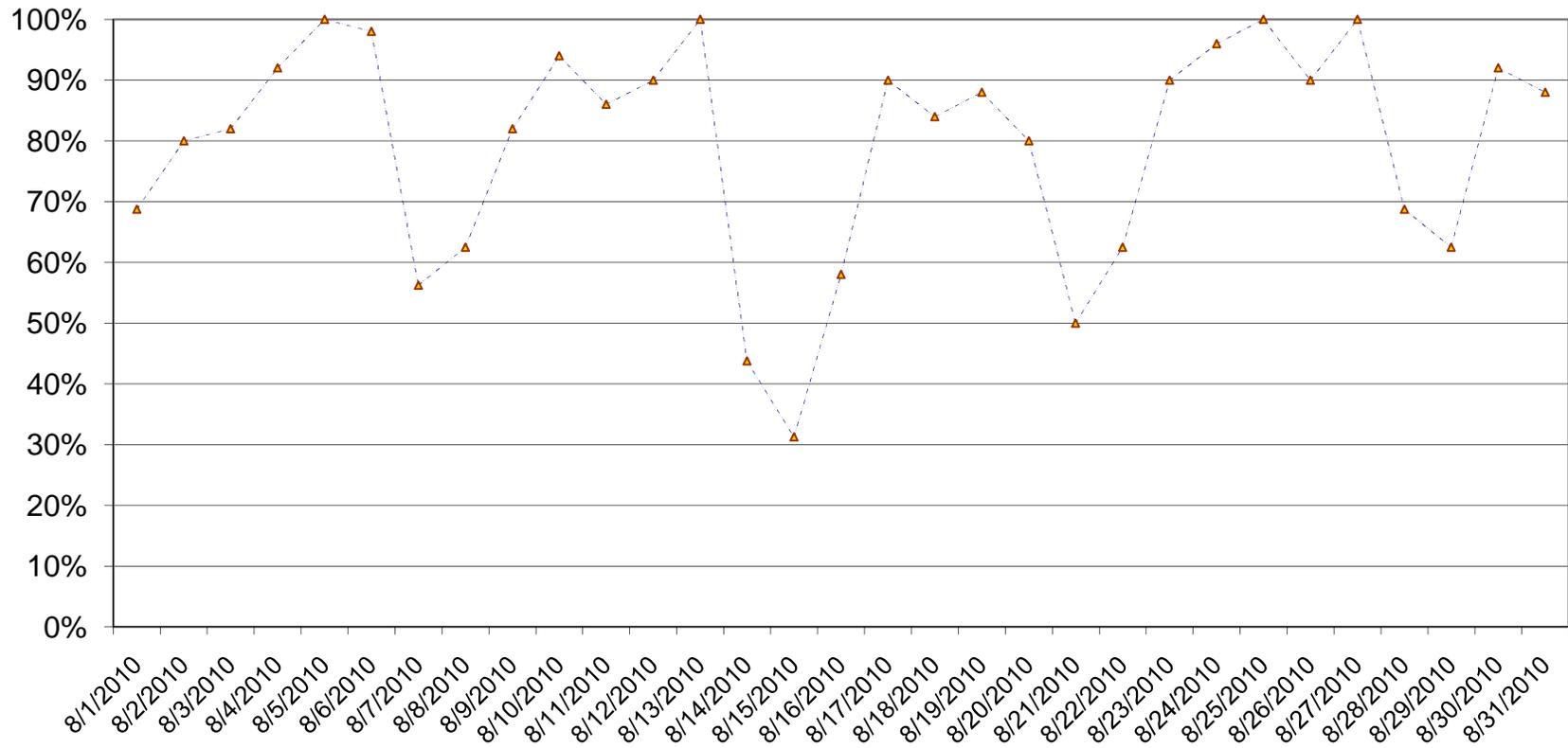


SFRTA Tri-Rail Monthly Ridership 2010





ON TIME PERFORMANCE END TO END AUGUST - 2010



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

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 20 new employers and 176 new employees during the month of August.

- The total number of EDP tickets recorded as sold in August was 2,970 and the total revenue generated was reported as \$174,255.35.

The following companies joined the EDP in August:

Employer	Enrollment Date	City
Airco Plating Co., Inc.	08/03/2010	Miami
All American Medical	08/09/2010	Pompano Beach
Amtrust North America	08/31/2010	Boca Raton
Angels Helping Seniors, Veterans & More	08/05/2010	Miami
B’Nai Torah Congregation	08/09/2010	Boca Raton
Campaniello Design Collection	08/25/2010	Dania Beach
Chiarezza Corporation	08/25/2010	Deerfield Beach
CHS Pharma	08/03/2010	Jupiter
First Preferred Healthcare	08/09/2010	Dania Beach
Fuentes & Berrio, LLP	08/25/2010	Deerfield Beach
Glue Products Plus	08/19/2010	West Palm Beach
Grove Cleaners & Laundry, Inc.	08/25/2010	Coral Gables
Jamaa Investment Group	08/27/2010	North Miami Beach
Marandino & Associates	08/27/2010	Miami
Neff Rental, Inc.	08/30/2010	Miami
Plaza Healthcare Solutions	08/03/2010	Coral Springs
SBU Corp.	08/05/2010	Hollywood
Smith Companies, LTD	08/09/2010	Fort Lauderdale
TCA Services, Corp.	08/03/2010	Miami
Varley-Campbell & Associates	08/10/2010	Miami

EDP SALES MISSIONS

Employer	City
Consulate of Haiti	Miami
Custom Building Products	Miami
Essilor	Pompano Beach
Gardens Towing	Boca Raton
MH Recruiting	Boynton Beach
State of Florida – Public Defender’s Office	Fort Lauderdale

MARKETING DEPARTMENT – AUGUST ACTIVITIES:

CASH IN ON YOUR COMMUTE

South Florida Regional Transportation Authority (SFRTA) Marketing staff members met with members of South Florida Vanpools (SFVP), South Florida Commuter Services (SFCS), Broward County Transit (BCT), the Downtown Fort Lauderdale Transportation Management Association (DFLTMA), and the Florida Department of Transportation (FDOT) District IV, to coordinate a marketing campaign spearheaded by SFVP to promote alternative modes of transportation to the employees and visitors of the Broward Governmental Center throughout the month of September.

JACKSON MEMORIAL HOSPITAL

Members of the Marketing staff joined with members of SFCS, Miami Dade Transit (MDT) and the Miami Dade County Metropolitan Planning Organization (MPO), to provide the employees of Jackson Memorial Hospital with a transportation workshop, at their location adjacent to Metrorail's Civic Center.

MEET AND GREET

SFRTA Marketing Department staff members coordinated a Meet & Greet event at the Boynton Beach Station to give passengers an opportunity to interact with SFRTA members of senior staff, as well as agency contractors. During this event, passengers were able to sign a petition in support of the American Public Transportation Association's (APTA) "Telling Our Story" initiative.

TELLING OUR STORY

Staff continued to play a leadership role in APTA's national "Telling Our Story" (TOS) effort, by collecting petition signatures and providing a link on the www.tri-rail.com website that provides access to an online petition form. In addition, an e-blast message was sent to EDP Employers and Members, asking them to sign APTA's online petition. The effort resulted in APTA doubling the total number of signatures they had received, all in one day. The TOS effort will culminate on September 22nd with a media event in Washington, D.C.

TRANSFER POLICY TRANSITION TEAM

The Transfer Policy Transition Team reconvened to discuss the implementation of the new Tri-Rail EASY Card, and how the new system will integrate with the EDP database. Further meetings are to be scheduled including members of the IT Department and Cubic Transportation Systems. The new cards are expected to be distributed to EDP Members and the public starting in October 2010.

WEEKS OF WELCOME

Several colleges throughout Broward County had SFRTA Marketing and Customer Service representatives attend their welcoming events to provide the returning students with information on their discounted transportation options. Among them were Broward College in Davie and the Downtown Fort Lauderdale Campuses; Florida Atlantic University in Davie, Downtown Fort Lauderdale and Dania Beach Campuses; McFatter Technical Center in Davie, and Sheridan Technical Center in Hollywood.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- Center for Urban Transportation Research – Weekly Webinar
- Florida Atlantic University – Student Orientation Expo
- Public Involvement Management Team – Quarterly Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

August 2010

Revenue:

Train Revenue

For August 2010 year-to-date (YTD) actual revenue is up \$134,577 or 8% when compared to the FY 2010/11 YTD budgeted revenue. FY 2010-11, YTD actual revenue has increased by \$168,226 when compared to the FY 2009/10 YTD actual revenue.

Expenses:

Currently, expenses are \$1,238,920 or 11% below budget. All expenses are well within budget.

- Train Operations expense are currently 6% below budget when compared to the FY 2010/11 YTD budget.
- Train fuel expense is currently 4% below budget when compared to the FY 2010/11 YTD budget.
- Security expense is 11% below budget when compared to the FY 2010/11 YTD budget.
- Feeder bus expense is 4% below budget when compared to the FY 2010/11 YTD budget.
- Professional Services when compared to the FY 2010/11 YTD budget are 20% below budget.
- General and Administrative expenses when compared to the FY 2010/11 YTD budget are 16% below budget.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
8/01/10 TO 8/31/10

REVENUE	AUGUST 2010 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2010-11 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$915,724	\$1,850,605	\$1,716,028	\$134,577	\$10,426,659	\$8,576,054
Interest Income / Other Income	14,323	28,484	28,666	(182)	172,000	143,516
TOTAL TRAIN REVENUE	\$930,047	\$1,879,089	\$1,744,694	\$134,395	\$10,598,659	\$8,719,570
OPERATING ASSISTANCE						
FDOT Operating JPA	1,464,443	3,066,190	3,491,121	(424,931)	\$12,705,000	9,638,810
FDOT-Transportation Trust Fund	1,559,165	3,060,579	3,402,723	(342,144)	13,300,000	10,239,421
FDOT Feeder Service JPA	338,500	634,100	902,526	(268,426)	3,135,150	2,501,050
FDOT Contracted Dispatch Service	269,750	498,250	632,898	(134,648)	2,200,000	1,701,750
FDOT Marketing	-	-	-	-	250,000	250,000
FHWA	168,500	463,500	666,666	(203,166)	4,000,000	3,536,500
FTA Assistance	-	-	-	-	11,876,001	11,876,001
FTA-Designated Recipient Fees	-	-	-	-	63,700	63,700
FTA-JARC/New Freedom Administration	-	-	-	-	1,084,839	1,084,839
FTA JARC/New Freedom Match	-	-	-	-	425,425	425,425
Counties Contribution	-	-	-	-	4,695,000	4,695,000
Other Local Funding	-	-	-	-	190,000	190,000
TOTAL ASSISTANCE	3,800,358	7,722,619	9,095,934	(1,373,315)	53,925,115	46,202,496
TOTAL REVENUE	\$4,730,405	\$9,601,708	\$10,840,628	(\$1,238,920)	\$64,523,774	\$54,922,066

EXPENSES	AUGUST 2010 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2010-11 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,245,982	4,773,832	5,087,171	313,339	30,933,022	26,159,190
Train and Station Maintenance	1,586,142	2,764,593	3,263,706	499,113	19,222,227	16,457,634
Personnel Expenses	704,461	1,553,291	1,832,142	278,851	10,692,849	9,139,558
Professional Fees	52,525	109,525	137,289	27,764	823,737	714,212
General & Administrative Expenses	176,932	364,145	435,058	70,913	2,340,351	1,976,206
Marketing Expenses	70,563	142,522	164,432	21,910	986,588	844,066
Reserve	-	-	83,334	83,334	500,000	500,000
Expenses Transferred to Capital	(106,200)	(106,200)	(162,500)	(56,300)	(975,000)	(868,800)
TOTAL EXPENSES	\$4,730,405	\$9,601,708	10,840,628	1,238,920	\$64,523,774	\$54,922,066

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

	August 2010 Actual	August 2010 Budget	Variances	%	August YTD Actual	August YTD Budget	Variances	%
Revenues:								
Train Revenue	\$ 915,724	\$ 897,957	\$ 17,767	1.98%	\$ 1,850,605	\$ 1,716,028	\$ 134,577	7.84%
Interest/Dividend Income	14,323	14,333	(10)	-0.07%	28,484	28,666	(182)	-0.63%
Total Train Revenue	930,047	912,290	17,757	1.95%	1,879,089	1,744,694	134,395	7.70%
Operating Assistance:								
FDOT Operating JPA	1,464,443	1,549,038	(84,595)	-5.46%	3,066,190	3,491,121	(424,931)	-12.17%
FDOT-Transportation Trust Fund	1,559,165	1,561,057	(1,892)	-0.12%	3,060,579	3,402,723	(342,144)	-10.06%
FDOT Feeder Service JPA	338,500	541,263	(202,763)	-37.46%	634,100	902,526	(268,426)	-29.74%
FDOT Contracted Dispatch Service	269,750	383,333	(113,583)	-29.63%	498,250	632,898	(134,648)	-21.27%
FDOT Marketing	-	-	-	0.00%	-	-	-	0.00%
FHWA	168,500	333,333	(164,833)	-49.45%	463,500	666,666	(203,166)	-30.47%
FTA Assistance	-	-	-	0.00%	-	-	-	0.00%
FTA-Designated Recipient Fees	-	-	-	0.00%	-	-	-	0.00%
FTA-JARC/New Freedom Administration	-	-	-	0.00%	-	-	-	0.00%
FTA-JARC/New Freedom Match	-	-	-	0.00%	-	-	-	0.00%
Counties Contribution	-	-	-	0.00%	-	-	-	0.00%
Other Local Funding	-	-	-	0.00%	-	-	-	0.00%
Total Operating Assistance	3,800,358	4,368,025	(567,667)	-13.00%	7,722,619	9,095,934	(1,373,315)	-15.10%
Total Revenue	\$ 4,730,405	\$ 5,280,315	\$ (549,910)	-10.41%	\$ 9,601,708	\$ 10,840,628	\$ (1,238,920)	-11.43%

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

	August 2010 Actual	August 2010 Budget	Variations	%	August YTD Actual	August YTD Budget	Variations	%
Expenses:								
Train Operations								
Train Operations Contract	\$ 912,065	\$ 1,011,924	(99,859)	-9.87%	\$ 1,799,854	\$ 1,823,848	(23,994)	-1.32%
Train Operation - Fuel	559,794	560,269	(475)	-0.08%	1,006,618	1,045,538	(38,920)	-3.72%
Emergency Bus Service	-	2,500	(2,500)	-100.00%	-	5,000	(5,000)	-100.00%
Security Contract	362,549	430,875	(68,326)	-15.86%	854,391	961,750	(107,359)	-11.16%
Feeder Bus	337,881	353,051	(15,170)	-4.30%	670,973	701,102	(30,129)	-4.30%
Station Utilities	62,001	69,167	(7,166)	-10.36%	103,820	128,334	(24,514)	-19.10%
EMS Boards	4,956	11,667	(6,711)	-57.52%	7,000	23,334	(16,334)	-70.00%
Special Trains	-	300	(300)	-100.00%	-	600	(600)	-100.00%
Insurance	1,055	25,000	(23,945)	-95.78%	320,330	375,000	(54,670)	-14.58%
Toll Free Numbers	5,681	8,000	(2,319)	-28.99%	10,646	16,000	(5,354)	-33.46%
Alarm System	-	1,750	(1,750)	-100.00%	200	3,500	(3,300)	-94.29%
APTA Dues	-	1,583	(1,583)	-100.00%	-	3,166	(3,166)	-100.00%
Total Train Operations	2,245,982	2,476,085	(230,103)	-9.29%	4,773,832	5,087,171	(313,339)	-6.16%
Train and Station Maintenance								
Train Maintenance	1,008,365	1,020,118	(11,753)	-1.15%	1,830,436	2,025,236	(194,800)	-9.62%
Station Maintenance	281,195	295,850	(14,655)	-4.95%	386,653	576,700	(190,047)	-32.95%
ROW Maintenance	57,000	71,667	(14,667)	-20.47%	89,000	113,334	(24,334)	-21.47%
TVM Maintenance	23,638	36,417	(12,779)	-35.09%	51,606	72,834	(21,228)	-29.15%
Dispatch	215,944	237,802	(21,858)	-9.19%	406,898	475,604	(68,706)	-14.45%
Total Train and Station Maintenance	1,586,142	1,661,852	(75,710)	-4.56%	2,764,593	3,263,706	(499,113)	-15.29%
Personnel Expenses								
Salaries and Wages	524,303	609,518	(85,215)	-13.98%	1,196,636	1,369,036	(172,400)	-12.59%
Taxes	37,722	51,078	(13,356)	-26.15%	74,292	102,156	(27,864)	-27.28%
Group Insurance	83,232	101,667	(18,435)	-18.13%	169,946	203,334	(33,388)	-16.42%
Pension	59,204	78,808	(19,604)	-24.88%	112,417	157,616	(45,199)	-28.68%
Total Personnel Expenses	704,461	841,071	(136,610)	-16.24%	1,553,291	1,832,142	(278,851)	-15.22%
Professional Services								
Auditing Services	8,025	8,936	(911)	-10.20%	8,025	16,372	(8,347)	-50.98%
Legal Services	7,500	8,750	(1,250)	-14.29%	12,500	17,500	(5,000)	-28.57%
Professional Services	37,000	50,958	(13,958)	-27.39%	89,000	103,417	(14,417)	-13.94%
Total Professional Services	52,525	68,645	(16,120)	-23.48%	109,525	137,289	(27,764)	-20.22%

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

	August 2010 Actual	August 2010 Budget	Variations	%	August YTD Actual	August YTD Budget	Variations	%
General and Administrative Expenses								
Bank & Credits Cards Fees	24,991	28,333	(3,342)	-11.80%	50,971	56,666	(5,695)	-10.05%
Building Maintenance	13,653	14,583	(930)	-6.38%	19,027	29,166	(10,139)	-34.76%
Business Travel	4,356	5,383	(1,027)	-19.08%	13,968	24,516	(10,548)	-43.02%
Materials & Supplies	11,626	12,500	(874)	-6.99%	13,431	25,000	(11,569)	-46.28%
Membership/Dues/Subscriptions	14,025	14,566	(541)	-3.65%	68,941	77,112	(8,171)	-10.60%
Office Rent	59,211	59,736	(525)	-0.88%	118,422	120,472	(2,050)	-1.70%
Printing & Advertising	3,757	5,992	(2,235)	-37.30%	8,507	11,984	(3,477)	-29.01%
Seminars and Training	2,039	3,063	(1,024)	-33.44%	3,604	13,126	(9,522)	-72.54%
Telecommunications	39,618	39,987	(369)	-0.92%	60,185	61,724	(1,539)	-2.49%
Vehicle Operations & Maintenance	3,656	4,308	(652)	-15.14%	7,089	12,116	(5,027)	-41.49%
Miscellaneous Personnel Expenses	-	1,588	(1,588)	-100.00%	-	3,176	(3,176)	-100.00%
Total General and Administrative Expenses	176,932	190,029	(13,097)	-6.89%	364,145	455,058	(70,913)	-16.30%
Marketing Expenses								
Advertising	2,737	3,333	(596)	-17.89%	5,679	6,666	(987)	-14.81%
Special Programs	970	4,167	(3,197)	-76.72%	3,720	8,334	(4,614)	-55.36%
Customer Service/Information	1,986	5,491	(3,505)	-63.83%	11,261	14,982	(3,721)	-24.84%
Marketing Contract	51,870	53,667	(1,797)	-3.35%	91,870	95,334	(3,464)	-3.63%
Promotional Materials	1,500	1,667	(167)	-10.00%	3,000	3,334	(334)	-10.02%
Smart Card/Easy Card Campaign	11,500	12,833	(1,333)	-10.39%	26,500	33,666	(7,166)	-21.29%
Marketing Supplies	-	1,058	(1,058)	-100.00%	492	2,116	(1,624)	-76.75%
Total Marketing Expenses	70,563	82,216	(11,653)	-14.17%	142,522	164,432	(21,910)	-13.32%
Reserves and Transfers								
Reserve	-	41,667	(41,667)	-100.00%	-	83,334	(83,334)	-100.00%
Expenses Transferred to Capital	(106,200)	(81,250)	(24,950)	30.71%	(106,200)	(162,500)	56,300	-34.65%
Total Reserves and Transfers	(106,200)	(39,583)	(66,617)	168.29%	(106,200)	(79,166)	(27,034)	34.15%
Total Expenses	\$ 4,730,405	5,280,315	\$ (549,910)	-10.41%	\$ 9,601,708	\$ 10,840,628	\$ (1,238,920)	-11.43%

SFRTA**FARE RECOVERY RECOVERY RATIO**

	<u>AUGUST 2010</u>	<u>AUGUST 2010 YEAR TO DATE</u>
TRAIN REVENUE	915,724	1,850,605
TOTAL EXPENSES*	4,730,405	9,601,708
LESS:		
FEEDER SERVICE	337,881	670,973
DISPATCH	215,944	406,898
PLANNING	64,282	115,244
TOTAL PASS-THROUGH EXPENSES	618,107	1,193,115
TOTAL EXPENSES LESS PASS-THROUGH EXPENSES*	4,112,298	8,408,593
FARE BOX RECOVERY RATIO **	22%	22%

*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
AUGUST 31, 2010

ASSETS

Current assets:

Cash and cash equivalents	\$ 59,098,429
Accounts receivable:	
State Grants	11,062,211
Federal Grants	9,072,499
Other	56,501
Prepaid expenses	8,790
Deposits	14,386
Total current assets	<u>79,312,816</u>

Noncurrent assets:

Capital assets (net of accumulated depreciation)	<u>568,909,608</u>
Total noncurrent assets	<u>568,909,608</u>
Total assets	<u>\$ 648,222,424</u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 2,859,222
Accruals	3,977,708
Compensated absences	345,020
Deferred revenue	10,248,329
Due to other governmental units	11,506
Total current liabilities	<u>17,441,785</u>

Noncurrent liabilities:

Compensated absences	517,531
Deposits	1,535,271
Advances from FDOT	3,672,082
Total noncurrent liabilities	<u>5,724,884</u>
Total liabilities	<u>\$ 23,166,669</u>

NET ASSETS

Invested in Capital Assets	\$ 568,909,608
Reserved for Capital Projects	37,026,882
Unrestricted	19,119,265
Total net assets	<u>625,055,755</u>
Total liabilities and net assets	<u>\$ 648,222,424</u>



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During August 2010, the SFRTA's Accounts Payable division processed 287 invoices totaling \$3,259,121.25 and disbursed 235 checks, excluding payroll, totaling \$3,679,440.54.

Invoices over \$2,500 represent 28.0% (64 checks) of all invoices processed in the month of August, and represent 97.0% of the value (\$3,536,298.51) of all checks processed in August 2010.

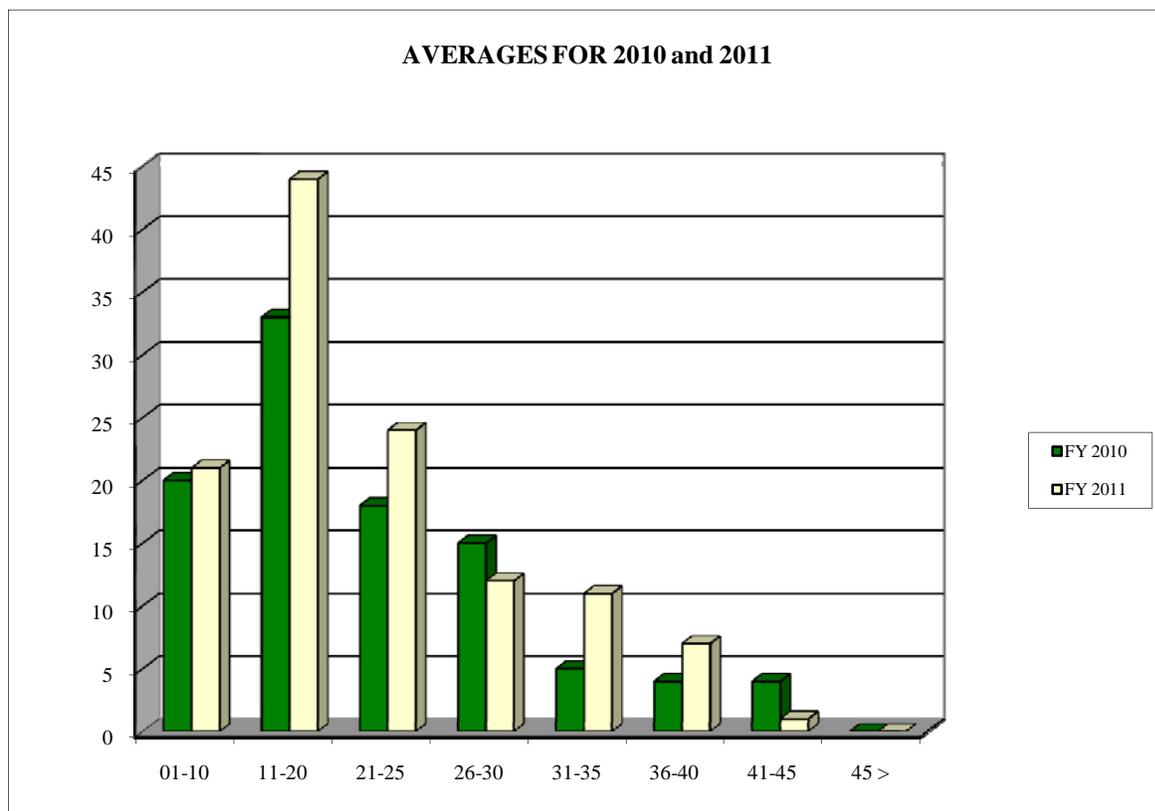
Accounts Payable processed 73.4% (47 checks) of the checks over \$2,500 within the 21-25 days, with 82.8% (53 checks) of the checks over \$2,500 processed within 30 days.

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

AGENDA ITEM NO. F

FOR INVOICES \$2,500 AND OVER

MONTHLY AVERAGE JULY 2010 TO JUNE 2011		MONTHLY AVERAGE JULY 2009 TO JUNE 2010	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	17.5%	0 -10 Days	20.2%
11-20 Days	36.7%	11-20 Days	33.3%
21-25 Days	20.0%	21-25 Days	18.2%
26-30 Days	10.0%	26-30 Days	15.2%
31-35 Days	9.2%	31-35 Days	5.1%
36-40 Days	5.8%	36-40 Days	4.0%
41-45 Days	0.8%	41-45 Days	4.0%
Over 45 Days	0.0%	Over 45 Days	0.0%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010
INFORMATION ITEM: PAYMENTS OVER \$2,500
AUGUST 1 THRU AUGUST 31, 2010

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
7/19/2010	8/2/2010	8/4/2010	8/5/2010	17	MACMILLAN OIL COMPANY	Train Fuel -07/14/10	294,585.57
7/23/2010	8/2/2010	8/4/2010	8/5/2010	13	BOMBARDIER MASS TRANSIT	Accident Repairs FY10/11	35,087.50
6/30/2010	8/2/2010	8/4/2010	8/5/2010	36	NATIONAL RAILROAD PASSENGER	Base Compensation -07/10	190,944.00
8/5/2010	8/20/2010	8/25/2010	8/26/2010	21	MACMILLAN OIL COMPANY	Fuel Exp -07/10	114,823.40
7/9/2010	7/9/2010	8/2/2010	8/4/2010	26	AT&T	Reg Summ -01/2010	15,258.06
7/23/2010	7/23/2010	8/2/2010	8/4/2010	12	FLORIDA POWER & LIGHT	Station Utilities -08/10	13,025.41
7/30/2010	7/30/2010	8/2/2010	8/4/2010	5	PROLOGIS TRUST	Office Rent -08/10	58,454.56
7/29/2010	7/29/2010	8/9/2010	8/12/2010	14	COMTECH 21	800 Svc -07/10	4,909.55
7/26/2010	8/9/2010	8/9/2010	8/12/2010	17	DIGITAL PRINTING SYSTEM	Magnetic Tickets	5,756.00
7/6/2010	8/3/2010	8/9/2010	8/12/2010	37	ERICKS CONSULTANTS	Leg Consult Svcs Lobbying Svcs -07/10 & 08/10.	25,000.00
8/6/2010	8/6/2010	8/9/2010	8/12/2010	6	FLORIDA POWER & LIGHT	Station Utilities -08/10	5,246.54
7/27/2010	8/3/2010	8/9/2010	8/12/2010	16	MERIDIAN MANAGEMENT	Station Maintenance -06/10	13,812.45
8/2/2010	8/9/2010	8/9/2010	8/12/2010	10	MIAMI DADE	Easy Ticket	7,500.00
7/23/2010	8/3/2010	8/9/2010	8/12/2010	20	RAIL TECH CONSULTANTS	PIS Parts and Labor -06/10	3,303.28
8/2/2010	8/9/2010	8/9/2010	8/12/2010	10	VEOLIA TRANSPORTATION	Commuter Rail Opertions -07/01-31/10	766,589.36
7/23/2010	8/3/2010	8/9/2010	8/12/2010	20	WACKENHUT CORPORATION	Wackenhut W/E -06/28-07/04/10	491,841.70
8/1/2010	8/11/2010	8/13/2010	8/18/2010	17	ACS TRANSPORT SOLUTIONS	ACS (TVM) Software Support - 06/10	13,855.32
7/26/2010	7/26/2010	8/13/2010	8/18/2010	23	AMERICAN PUBLIC TRANSIT	APTA Commuter Rail Safety Management Program -07/10	51,500.00
8/9/2010	8/9/2010	8/13/2010	8/18/2010	9	AT&T	Reg Summ -06/2010	23,909.41
7/15/2010	8/11/2010	8/13/2010	8/18/2010	34	BUSINESS COMMUNICATION	Installation of network cabling at Trade Center South	3,272.00
7/30/2010	7/30/2010	8/13/2010	8/18/2010	19	FLORIDA POWER & LIGHT	Station Utilities -08/10	12,444.71
7/25/2010	8/13/2010	8/13/2010	8/18/2010	24	GREENBERG TRAUIG LLP	General Legal Services Base Contract -02/10	11,500.00
7/19/2010	8/11/2010	8/13/2010	8/18/2010	30	COMMUNICATION SPECIALIST	LED Panels PIS Signs	4,993.50
7/29/2010	8/13/2010	8/13/2010	8/18/2010	20	TESSCO INCORPORATED	VIA Echo 2500, 4MHz-2.5GHz Network Analyzer	4,259.73
7/14/2010	8/9/2010	8/13/2010	8/18/2010	35	VEOLIA TRANSPORTATION	Purchase Motorola 50 Radios/Batteries/Antenns -06/10.	43,973.90
7/23/2010	8/11/2010	8/16/2010	8/18/2010	26	ACS TRANSPORT SOLUTIONS	Repair of TVM Coin Verifiers	3,200.00
8/12/2010	8/12/2010	8/23/2010	8/27/2010	15	FLORIDA POWER & LIGHT	Station Utilities -08/10	12,300.37
8/7/2010	8/21/2010	8/23/2010	8/27/2010	20	LIMOUSINES OF SOUTH FLORIDA	Feeder Service Emergency Svc -06/10	12,352.50
8/23/2010	8/23/2010	8/23/2010	8/27/2010	4	PROLOGIS TRUST	Office Rent -09/10	58,454.56
8/10/2010	8/19/2010	8/23/2010	8/27/2010	17	RAIL TECH CONSULTANTS	PIS Parts and Labor -06/10	4,094.72
8/6/2010	8/19/2010	8/23/2010	8/27/2010	21	TESSCO INCORPORATED	Clean Cab Radio 1 PC	5,594.16
7/27/2010	8/3/2010	8/23/2010	8/27/2010	31	WACKENHUT CORPORATION	Security Officers/Telephone	92,057.97
8/6/2010	8/6/2010	8/27/2010	8/31/2010	25	AT&T	Reg Summ -08/01/2010	25,799.54
8/26/2010	8/26/2010	8/27/2010	8/31/2010	5	COMTECH 21	800 Svc -08/10	5,149.06
8/6/2010	8/19/2010	8/27/2010	8/31/2010	25	CTM MEDIA GROUP INC	Brochure Distribution and Display -07/01-31/10	3,187.66
8/17/2010	8/17/2010	8/27/2010	8/31/2010	14	FLORIDA POWER & LIGHT	Station Utilities -08/10	15,737.57
8/23/2010	8/24/2010	8/27/2010	8/31/2010	8	HDR ENGINEERING INC	Commuter Rail Track & Signal Field Support Services	30,231.30
8/4/2010	8/20/2010	8/27/2010	8/31/2010	27	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -07/01-15/10	206,789.50
8/16/2010	8/20/2010	8/27/2010	8/31/2010	15	MERIDIAN MANAGEMENT	Station Maintenance -06/10	132,334.36
8/4/2010	8/24/2010	8/27/2010	8/31/2010	27	PALMTRAN	Palmtran Shuttle BCC Agenda -04/10	77,496.50
8/26/2010	8/27/2010	8/27/2010	8/31/2010	5	VEOLIA TRANSPORTATION	Additional Weekend Services -06/26-27/10	5,408.33
8/18/2010	8/25/2010	8/27/2010	8/31/2010	13	WACKENHUT CORPORATION	Security Officers -08/09-15/10	90,527.45
8/6/2010	8/27/2010	8/27/2010	8/31/2010	25	ACORDIA WPB DIVISION	Workers Comp Insurance	2,586.51
				43	TOTAL OPERATING EXPENDITURES		\$ 2,999,148.01

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010
INFORMATION ITEM: PAYMENTS OVER \$2,500
AUGUST 1 THRU AUGUST 31, 2010**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
CAPITAL EXPENDITURES							
7/19/2010	7/23/2010	8/2/2010	8/4/2010	16	BERGMANN ASSCOIATES	Rolling Stock Procurement Support Project Performance Period: 7/1/09 - 6/30/10	22,132.39
7/21/2010	7/23/2010	8/2/2010	8/4/2010	14	HDR ENGINEERING	Plume Delineation and Supplementary Site Assessment Report for Parcels 104/105.	7,849.39
6/30/2010	7/26/2010	8/2/2010	8/4/2010	35	KIMLEY HORN AND ASSOCIATES	KH to continue to provide necessary professional for the oversight	34,151.18
7/12/2010	7/28/2010	8/2/2010	8/4/2010	23	NEW YORK AIR BRAKE	RPRD,CONT PORTION;BP WITH SOFTWARE P/N - 776799-1651R	4,158.00
7/26/2010	8/4/2010	8/9/2010	8/12/2010	17	JACOBS ENGINEERING GROUP	Provide expertise, and technical and logistical support	19,309.19
7/22/2010	8/3/2010	8/9/2010	8/12/2010	21	PB AMERICAS, INC	Engineering Services during Construction for the Construction of the New Cypress Creek	15,308.01
7/12/2010	8/11/2010	8/13/2010	8/18/2010	37	COMSTOR	Cisco 1 Year 8x5x4 Onsite	6,282.00
7/30/2010	8/11/2010	8/13/2010	8/18/2010	19	GARBER FORD MERCURY, INC	2010 Transit Connect (S6A) Work Van	19,790.00
8/5/2010	8/9/2010	8/13/2010	8/18/2010	13	COUNCIL TREASURE COAST	Construction Services for Cypress Creek Station West Parking Lot	68,445.00
8/16/2010	8/19/2010	8/23/2010	8/27/2010	11	LTK ENGINEERING SERVICE	Provide Engineering, Technical Support, Quality Assurance including Inspection of the Rolling Stock Acquisition	35,391.77
7/26/2010	8/16/2010	8/23/2010	8/27/2010	32	NEW YORK AIR BRAKE	New York Air Brake CCBII	21,440.78
8/9/2010	8/11/2010	8/23/2010	8/27/2010	18	COUNCIL TREASURE COAST	Professional services authorized in this work order will utilize TCRPC's talents	6,852.84
8/7/2010	8/19/2010	8/23/2010	8/27/2010	20	WEST CONSTRUCTION, INC	Retainage release	26,000.00
8/4/2010	8/20/2010	8/24/2010	8/27/2010	23	S.W. MARLOW GENERAL	General Contractor for the purchase and installation of Bike Lockers at Tri-Rail Stations.	28,223.08
7/19/2010	8/20/2010	8/27/2010	8/31/2010	43	BERGMANN ASSCOIATES	Preparation of Report for Desision Making Regarding Train Tracking and PIS.	50,173.00
7/27/2010	8/23/2010	8/27/2010	8/31/2010	35	BOOZ ALLEN & HAMILTON	Continue technical and procurement support of the UAFC System	54,205.72
8/5/2010	8/19/2010	8/27/2010	8/31/2010	26	INTERIOR CONCEPTS CORP.	Work Stations, and High Lateral Files with Work Surface	55,606.12
8/16/2010	8/20/2010	8/27/2010	8/31/2010	15	MERIDIAN MANAGEMENT CORP	Furnish and install back up battery devices for elevators at Golden Glades	28,352.65
8/11/2010	8/26/2010	8/27/2010	8/31/2010	20	PB AMERICAS, INC	Retainage release	19,184.55
8/7/2010	8/18/2010	8/27/2010	8/31/2010	24	COUNCIL TREASURE COAST	Help implement an entryway signage program.	4,294.83
7/30/2010	8/19/2010	8/27/2010	8/31/2010	32	FINFROCK CONSTRUCTION	Scope and plans for infrastructure for back-up generator	10,000.00
				21	TOTAL CAPITAL EXPENDITURES		\$ 537,150.50
				64	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 3,536,298.51

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: SEPTEMBER 24, 2010
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
AUGUST 1, 2010 TO AUGUST 31, 2010**

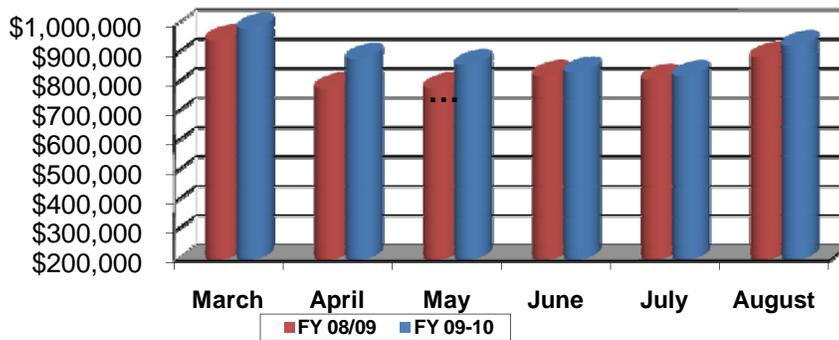
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	9	14.1%	14.1%
11-20 days	27	42.2%	56.3%
21-25 days	11	17.2%	73.4%
26-30 days	6	9.4%	82.8%
31-35 days	7	10.9%	93.8%
36-40 days	3	4.7%	98.4%
41-45 days	1	1.6%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	64	100.0%	

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

REVENUE - AUGUST 2010

DESCRIPTION	Aug-09	Aug-10	VARIANCE	%
Weekday Sales	736,513	786,455	49,942	6.8%
Weekend Sales	143,837	129,269	(14,567)	-10.1%
Other Income	11,299	14,323	3,024	26.8%
Total Revenue	891,649	930,047	38,398	4.3%

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

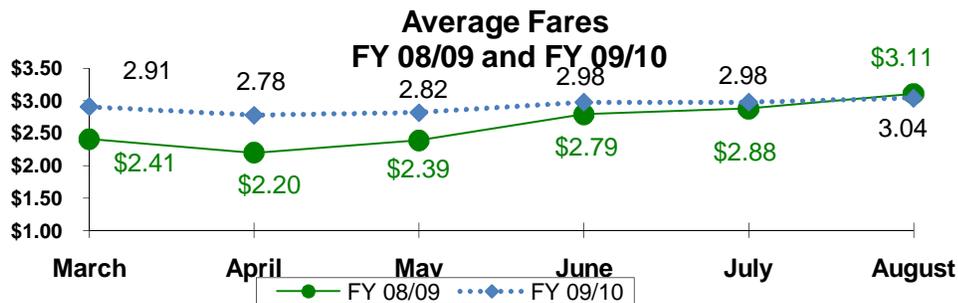


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- AUGUST 2010**

SALES BY TICKET TYPE	AUGUST 2009	AUGUST 2010	PERCENT ⁽¹⁾ CHANGE
Palm Beach Schools	35,000	35,000	0%
Employer Disc. Program	181,098	174,255	-4%
Group Tour Sales	500	464	-7.2%
Station Sales:			
One-Way	275,706	292,923	6.2%
Roundtrip	155,638	154,288	-0.9%
12 Trips	29,480	37,580	27.5%
Monthly	55,700	59,825	7.4%
One-Way Discount	61,379	64,037	4.3%
Roundtrip Discount	46,569	49,352	6.0%
Monthly Discount	39,280	48,000	22.2%
Total Station Sales	663,752	706,005	
Total Sales	880,350	915,724	4.0%

(1) Percent increase or decrease from previous year

AVERAGE FARE 3.11 3.04



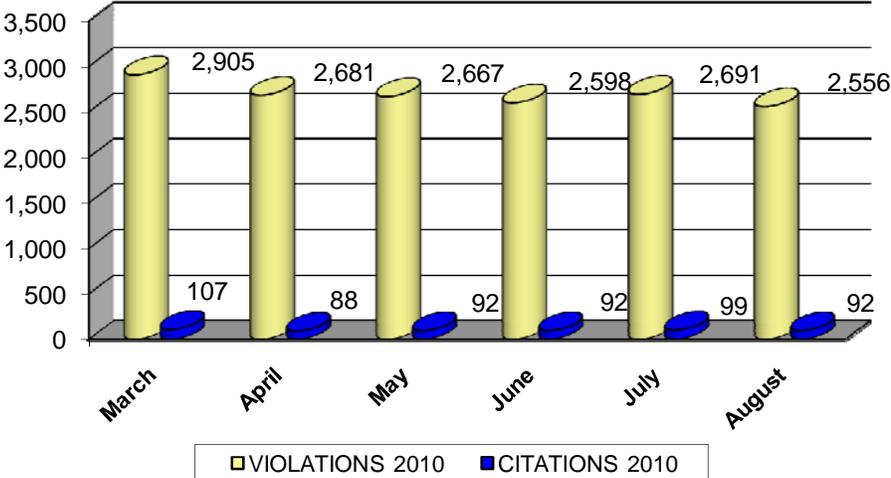
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
MARCH 2010 THROUGH AUGUST 2010**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
MARCH 2010	385,533	2,905	107	2,795	115%
APRIL 2010	371,127	2,681	88	2,590	118%
MAY 2010	349,353	2,667	92	2,571	114%
	720,480				
JUNE 2010	324,975	2,598	92	2,505	116%
JULY 2010	304,665	2,691	99	2,590	112%
AUGUST 2010	349,453	2,556	92	2,462	117%
AVERAGE	467,598	2,683	95	2,586	115%

FARE EVASION % **0.73%**

FINES \$ **912**

**Fare Violations / Citations
2010**





Solicitation Status Report August 2010

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
10-005	ITB	New Locomotives Contract Admin.: P. McCammon Proj. Mgr.: D. Mazza	2/26/2010	3/1/2010	3/18/2010	6/24/2010	10/22/2010
10-012	ITB	Hialeah Yard Storage Tracks Contract Admin.: B. Kohlberg Proj. Mgr.: B. Creed	8/27/2010	8/30/2010	9/8/2010	9/30/2010	10/22/2010
10-017	LOI	General Engineering and Consultant Services (GEC) Contract Admin.: R. Becker Proj. Mgr.: D. Mazza	5/18/2010	5/19/2010	5/25/2010	6/18/2010	9/24/2010
10-018	LOI	General Systems Engineering Services (GSE) Contract Admin.: R. Becker Proj. Mgr.: D. Mazza	5/18/2010	5/19/2010	5/25/2010	6/17/2010	10/22/2010
11-003	RFP	Armed Security, Fare Enforcement, and Revenue Collection Services Contract Admin.: R. Becker Proj. Mgr.: A. Yoder	7/23/2010	7/26/2010	8/4/2010	8/25/2010	9/24/2010
11-006	ITB	Banking Services Contract Admin.: B. Kohlberg Proj. Mgr.: E. Woods	9/2/2010	9/3/2010	N/A	9/16/2010	9/24/2010



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

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
Contractor Project	11-000110 YRC YRC Freight For DMU Fleet	Purchase Order	10,000.00	N/A
Justification	Blanket Agreement for trucking/shipping services to ship various heavy assemblies and parts to and from the DMU Operations in Miami.			
Contractor Project	11-000122 HIGHWAY TECHNOLOGIES Maintenance Of External Sinage	Purchase Order	24,999.00	N/A
Justification	Blanket agreement for maintenance of external trailblazer signage. Custom high-intensity sign panels to be fabricated in accordance with specifications.			
Contractor Project	11-000129 GEA PHE Systems NA, INC. Heat Exchangers For DMU	Purchase Order	18,080.00	N/A
Justification	Spare DMU parts			
Contractor Project	11-000131 Roadmaster Engineering, Inc. Emergency Repair and Maintenance For New River Bridge Corridor	Purchase Order	25,000.00	N/A
Justification	Repair and Maintenance For New River Bridge Corridor			
Contractor Project	11-000112 GRAINGER Parts and Supplies for SFRTA's DMU cars.	Purchase Order	20,000.00	N/A
Justification	Blanket Purchase Agreement for parts and supplies for SFRTA's DMU cars.			



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

AGENDA ITEM: J

Date Signed	Contract No. 10-002	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Construction Oversight Committee For The Month of August 2010	N/A	N/A	N/A



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

AUGUST 2010

PRESENTED BY

 Wackenhut

**TIM CATES
PROJECT MANAGER**

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

AUGUST 2010

During the month of AUGUST 2010, 2905 incidents were reported to, or by Wackenhut Custom Protection Officers®, of these, one (1) Train Vs. Vehicle (Fatality), one (1) Train Vs. Vehicle (no injuries), two (2) Auto Thefts, two (2) Auto Thefts Attempts, and one (1) Burglary Auto. A total of eight (8) arrests were made during this month.

MAJOR INCIDENTS:

Disorderly Conduct

Arrest

Case # 08-10-529

Occurred on 08/06/10, Friday, at 0752 hours. The subject was dressed provocatively and was denied access to the P613 train at the Ft. Lauderdale Station. The subject was loud, belligerent, and ran onto the train without permission. The subject was taken into custody and held for Ft. Lauderdale Police Department. Ft. Lauderdale Police Department case # 1084732.

Train Vs. Vehicle-no injuries

Case # 08-10-1139

Occurred on 08/12/10, Thursday, at 2040 hours. The P646 struck an unoccupied vehicle at MM 1010.1, NW 19th Street Crossing. No reported injuries. Ft. Lauderdale Police Department Case # 10-87311.

Train Vs. Vehicle-fatalities

Case # 08-10-1408

Occurred on 08/16/10, Monday, at 0934 hours. The P619 struck a vehicle at MM 989.2, Delray Beach, Linton Blvd., resulting in a fatality. Delray Beach Police Department Case # 10-22361.

Trespass After Warning

Arrest

Case # 08-10-2443

Occurred on 08/26/10, Thursday, at 1917 hours. The subject was found on the P642 after being trespassed. Ft. Lauderdale Police Department Case # 08-10-92488.

FT LAUDERRDALE STATION

Trespass After Warning

2 Arrest

Case # 08-10-0500

Occurred on 08/01/10, Sunday, between 2040-2300 hours. The two subjects were being disorderly and refused to leave the station. Ft. Lauderdale Police Department Case # 10-83026-10-83025.

WEST PALM BEACH STATION

Active Warrants

Arrest

Case # 08-10-1053

Occurred on 08/11/10, Wednesday, at 2315 hours. The subject was found asleep on the east platform. A record check revealed active warrants. West Palm Beach Police Department Case # 2010-0013359.

METRORAIL STATION

Warrants

Arrest

Case # 08-10-1904

Occurred on 08/20/10, Friday, at 1845 hours. The subject turned himself into the station C.P.O. and indicated he had active warrants on him. Turned over to Hialeah Police Department, Case # 10-28497.

BOYNTON BEACH STATION

Burglary Auto

Case # 08-10-492

Occurred between 07/30/10, Friday and 08/05/10, Thursday, at unknown hours. Unknown person(s) gained entry into

the victim's vehicle (2003 Chevy Tracker, Maroon) which was parked at the station for over a week. No reported loss. Boynton Beach Police Department Case # 10-37156.

SHERIDAN STREET STATION

Auto Theft Attempt

Case # 08-10-1054

Occurred on 08/11/10, Wednesday, between 1908-2125 hours. Unknown person(S) broke into the victim's vehicle (1998 Honda Civic) and attempted to "hotwire" the ignition with negative results. Damage to the ignition. Hollywood Police Department Case # 33108-130334.

HOLLYWOOD STATION

Auto Theft Attempt

Case # 08-10-1167

Occurred on 08/13/10, Friday, between 0001-0330 hours. Unknown person(s) broke into the victim's vehicle (Honda Prelude Black) and caused damage to the steering column and ignition. No police report, owner not on scene.

MANGONIA PARK STATION

Auto Theft

Case # 08-10-2251

Occurred between 08/21/10, Saturday, 0600 hours and 08/25/10, Wednesday, at 1000 hours. Unknown person(s) took the victims vehicle (Chrysler Mini Van Silver) which had been parked at the station for several days. Palm Beach Sheriff's Office Case # 10-117128.

Auto Theft

Case # 08-10-2776

Occurred on 08/30/10, Monday, between 0700-1900 hours. Unknown person(s) took the victims vehicle (1996 Honda Accord White) without permission from the main parking lot. Palm Beach Sheriff's Office Case # 10-119305.

OUTSTANDING JOB PERFORMANCES

AUGUST 1, 2010, C.P.O. Dobrinski is going to be awarded a Certificate of Appreciation regarding finding a back pack on his train, following proper procedure and the return of \$1800.00 in cash.

AUGUST 09, 2010, Lt. Grimsley received a letter of gratitude from Lauren Mehalik regarding notification of the opening/closing stations.

AUGUST 10, 2010, C.P.O. O'Connor was observed by the safety manager of Veolia Transportation doing an exceptional job. He was visible on the train throughout the trip and walked the train multiple times.

AUGUST 14, 2010, C.P.O. T. Robson observed what appeared to be a subject dismantling a metal light pole on the CSX construction site. Due to C.P.O. Robson's alertness and quick notification, necessary agencies were brought into action to avert a crime and loss to a victim.

AUGUST 14, 2010, C.P.O. Ciaverelli assisted the local police in a 911 call that the subject stated he wanted to commit suicide. The C.P.O. and Police Officer searched the area, located the subject, the police took the subject into custody and Baker Acted the subject.

AUGUST 16, 2010, Capt. Morrison contacted C.P.O. Dobrinski on the P635 to locate a cell phone that had been left by a passenger. The cell phone had been located, transported, and returned to the passenger.

AUGUST 17, 2010, a female passenger at the Boynton Beach Station, who informed him of an eleven year old riding the train alone, approached C.P.O. Smith. The female passenger was found aboard the train and escorted to the station where she was reunited with her guardian.

THE WACKENHUT CORPORATION

MONTHLY FARE EVASION REPORT

MONTH: August 2010

Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. §12.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
8/1/2010	4,158	3,651	46	0	46	0	88%	1.1%	0%	100%	0%
8/2/2010	11,124	13,383	121	4	116	1	120%	0.9%	3%	96%	1%
8/3/2010	10,913	12,965	104	5	99	0	119%	0.8%	5%	95%	0%
8/4/2010	11,194	12,190	89	2	87	0	109%	0.7%	2%	98%	0%
8/5/2010	11,152	11,382	99	1	98	0	102%	0.9%	1%	99%	0%
8/6/2010	10,686	12,604	103	1	102	0	118%	0.8%	1%	99%	0%
8/7/2010	4,682	4,227	42	1	41	0	90%	1.0%	2%	98%	0%
8/8/2010	4,097	3,888	47	4	43	0	95%	1.2%	9%	91%	0%
8/9/2010	10,332	13,658	96	5	91	0	132%	0.70%	5%	95%	0%
8/10/2010	10,520	13,346	89	2	87	0	127%	0.67%	2%	98%	0%
8/11/2010	11,043	12,217	102	1	101	0	111%	0.83%	1%	99%	0%
8/12/2010	11,044	11,805	99	2	97	0	107%	0.84%	2%	98%	0%
8/13/2010	10,804	12,619	109	4	105	0	117%	0.86%	4%	96%	0%
8/14/2010	5,226	5,227	52	2	50	0	100%	1.00%	4%	96%	0%
8/15/2010	3,654	4,151	42	2	40	0	114%	1.15%	5%	95%	0%
8/16/2010	11,373	13,570	89	6	83	0	119%	0.66%	7%	93%	0%
8/17/2010	11,373	16,253	91	4	87	0	143%	0.56%	4%	96%	0%
8/18/2010	12,669	15,140	95	4	90	1	120%	0.63%	7%	92%	1%
8/19/2010	12,390	13,926	84	0	84	0	112%	0.60%	0%	100%	0%
8/20/2010	12,287	15,201	96	8	88	0	124%	0.63%	8%	92%	0%
8/21/2010	4,706	4,775	42	3	39	0	101%	0.89%	7%	93%	0%
8/22/2010	4,472	3,751	39	1	38	0	84%	0.87%	3%	97%	0%
8/23/2010	12,935	16,381	98	2	96	0	127%	0.60%	2%	98%	0%
8/24/2010	13,225	16,827	82	1	81	0	127%	0.49%	1%	99%	0%
8/25/2010	12,804	16,190	100	2	98	0	126%	0.62%	2%	98%	0%
8/26/2010	12,954	14,144	93	4	89	0	109%	0.66%	4%	96%	0%
8/27/2010	12,715	15,169	104	8	96	0	119%	0.69%	8%	92%	0%
8/28/2010	4,764	4,532	38	1	37	0	95%	0.80%	3%	97%	0%
8/29/2010	4,094	3,478	61	1	60	0	85%	1.49%	2%	98%	0%
8/30/2010	12,954	16,117	110	7	103	0	124%	0.68%	6%	94%	0%
8/31/2010	13,575	16,686	94	4	90	0	123%	0.56%	4%	96%	0%
Totals	299,919	349,453	2,556	92	2462	2	117%	0.73%	4%	96%	0%

THE WACKENHUT CORPORATION

Weekly/Monthly Fare Inspection Report

Month: August 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
8/1/2010	4,158	3,651	46	0	46	0	88%	1.11%	0%	100%	0%
08/02/10-08/08/10	63,848	70,639	605	18	586	1	111%	0.86%	3%	97%	0%
08/09/10-08/15/10	62,623	73,023	589	18	571	0	117%	0.81%	3%	97%	0%
08/16/10-08/22/10	69,270	82,616	536	26	509	1	119%	0.65%	5%	95%	0%
08/23/10-08/29/10	73,491	86,721	576	19	557	0	118%	0.66%	3%	97%	0%
08/30/10-08/31/10	26,529	32,803	204	11	193	0	124%	0.62%	5%	95%	0%
Totals	299,919	349,453	2,556	92	2,462	2	117%	0.73%	4%	96%	0%



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.016	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,697	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%

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

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

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

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

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

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



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
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. 8/12/015	% 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	2,025	379	87%	0.37%	50%	49%	1%

* October 2000 MODIFIED FARE EVASION BEGINS
 09/11/01 TERRORIST ATTACK
 JULY 1, 2002-NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.016	% 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	229,216	740	37	702	1	90%	0.32%	5%	95%	0%
May-04	248,924	228,334	688	31	657	0	92%	0.30%	5%	95%	0%
June-04	220,646	195,551	1046	38	1007	1	89%	0.53%	4%	96%	0%
July-04	217,550	197,139	968	49	917	2	91%	0.49%	5%	95%	0%
August-04	244,841	215,845	1066	37	1029	0	88%	0.49%	3%	97%	0%
September-04	134,259	127,913	524	18	505	1	95%	0.41%	3%	96%	0%
October-04	250,254	216,532	906	33	871	2	87%	0.42%	4%	96%	0%
November-04	247,676	235,871	947	41	904	2	95%	0.40%	4%	95%	0%
December-04	232,664	231,754	931	58	873	0	100%	0.40%	6%	94%	0%
January-05	233,079	240,361	1244	91	1147	6	103%	0.52%	7%	92%	0%
February-05	234,939	242,323	1149	90	1055	4	103%	0.47%	8%	92%	0%
March-05	271,374	268,833	1230	89	1140	1	99%	0.46%	7%	93%	0%
April-05	261,406	260,144	1500	77	1420	3	100%	0.58%	5%	95%	0%
May-05	249,519	248,817	1421	116	1297	8	100%	0.57%	8%	91%	0%
June-05	200,482	194,500	1360	107	1237	16	97%	0.70%	8%	91%	1%
July-05	186,245	183,463	1295	103	1181	11	99%	0.71%	8%	91%	1%
August-05	207,320	206,156	1224	112	1108	4	99%	0.59%	9%	91%	0%
September-05	227,227	206,899	1213	93	1118	2	91%	0.59%	8%	92%	0%
October-05	161,615	143,769	963	63	898	2	89%	0.67%	7%	93%	0%
November-05	178,032	114,184	745	39	702	4	64%	0.65%	5%	94%	1%
December-05	207,734	172,526	1347	59	1284	4	83%	0.78%	4%	95%	0%
January-06	224,188	175,605	1555	95	1457	3	78%	0.89%	6%	94%	0%
February-06	217,412	173,825	1447	74	1368	5	80%	0.83%	5%	95%	0%
March-06	248,631	199,736	1800	93	1698	9	80%	0.90%	5%	94%	1%
April-06	257,607	192,193	1776	93	1680	3	75%	0.92%	5%	95%	0%
Page 2 Total	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%
Totals	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%

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

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

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

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

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

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

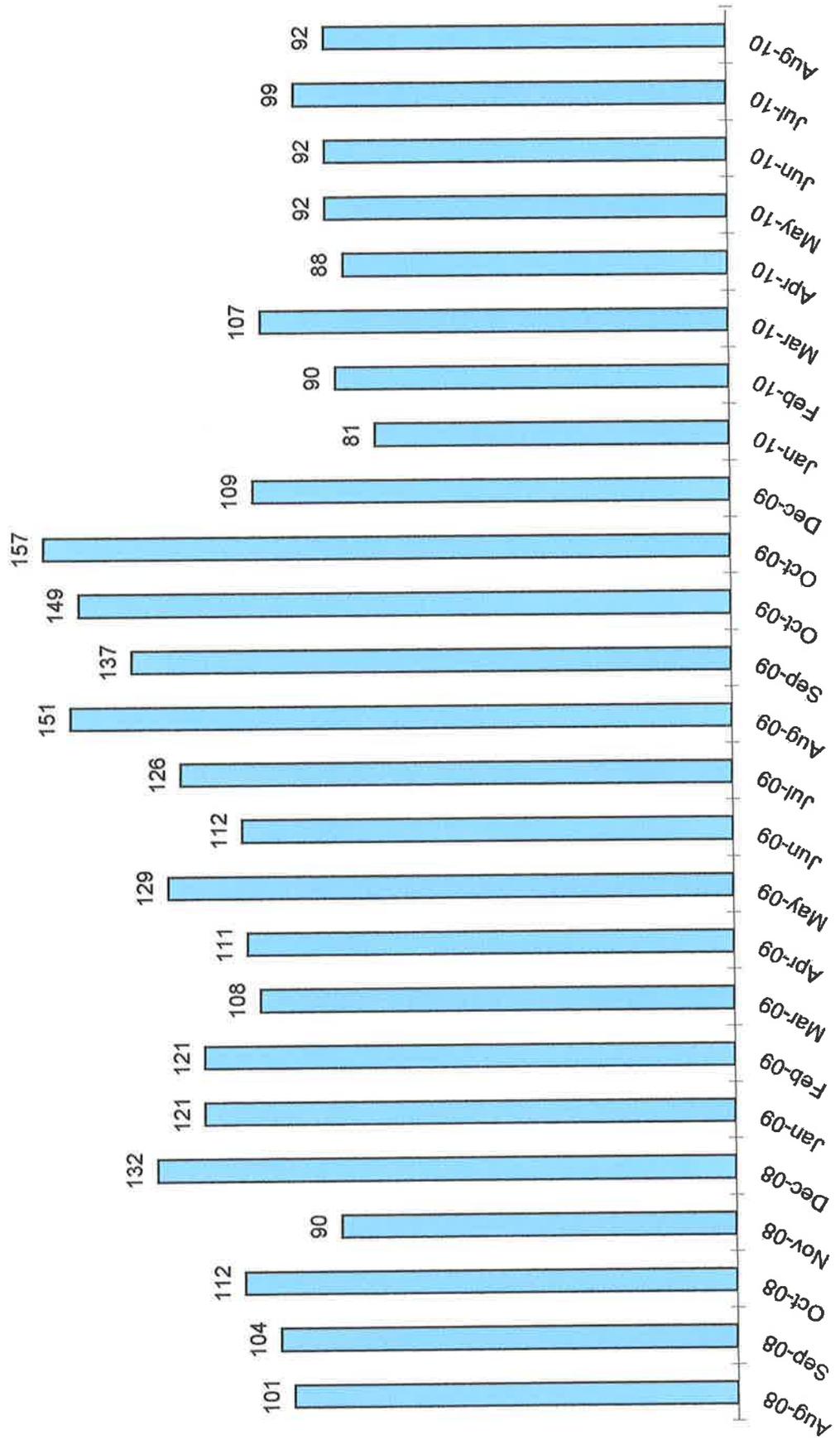
NO TICKET CHECKS NOVEMBER 4-11, 2005 DUE TO HURRICANE WILMA



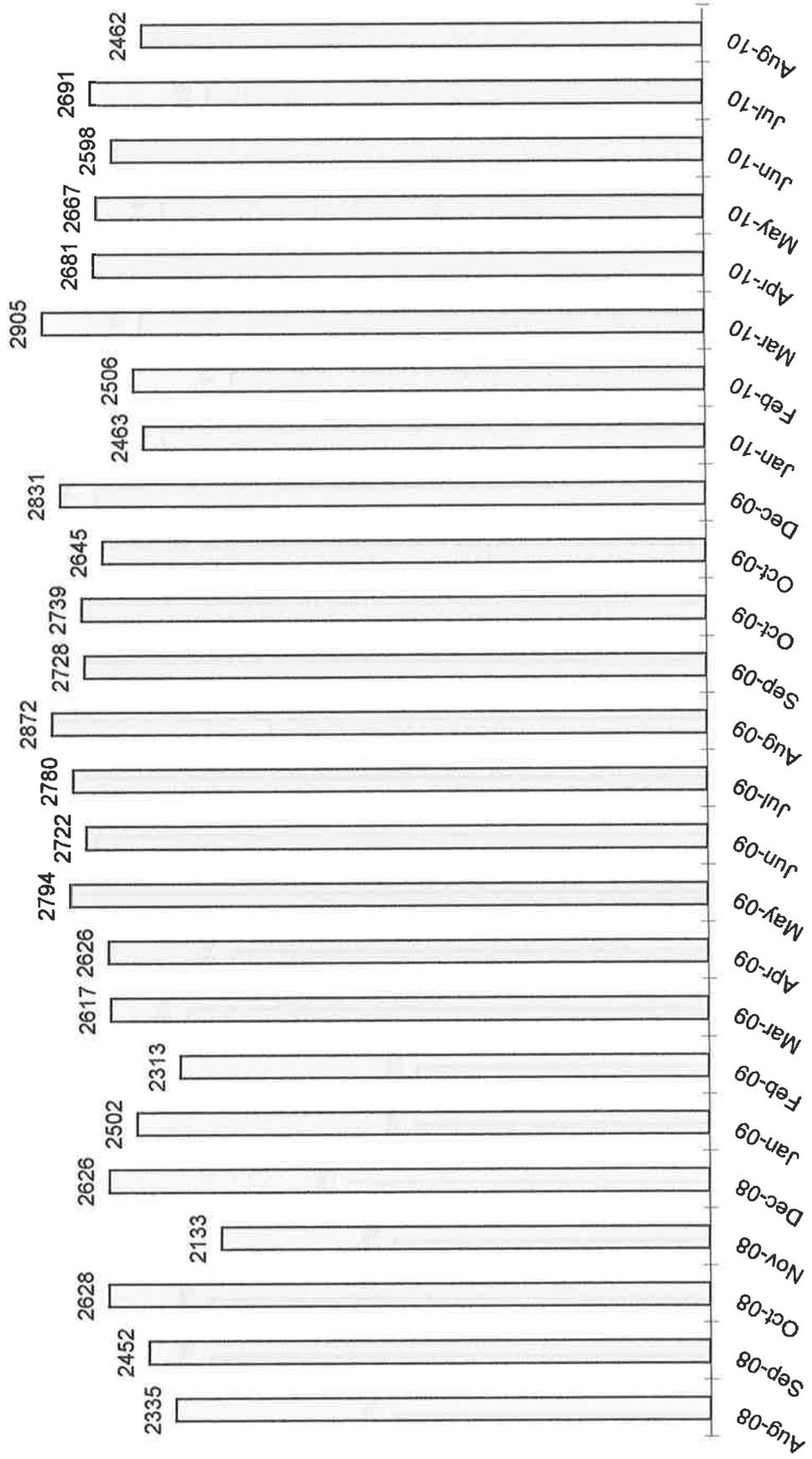
FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.016	% 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%
April-10	313,425	371,127	2681	88	2590	3	118%	0.72%	3%	97%	0%
May-10	305,996	349,353	2667	92	2571	4	114%	0.76%	3%	96%	0%
June-10	280,136	324,975	2598	92	2505	1	116%	0.80%	4%	96%	0%
July-10	272,790	304,665	2691	99	2590	2	112%	0.88%	4%	96%	0%
August-10	299,919	349,453	2556	92	2462	2	117%	0.73%	4%	96%	0%
page 4-total	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%
Totals	36,771,720	35,321,925	208,323	28,637	178,902	786	96%	0.59%	14%	86%	0%

CITATIONS ISSUED



FARE EVASION VIOLATIONS



MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Oct-00	27	0	214	8	1	171	0	4	425
Nov-00	33	0	220	5	1	173	1	4	437
Dec-00	31	0	191	8	0	150	0	3	383
Jan-01	40	0	205	6	1	132	2	1	387
Feb-01	27	0	164	13	1	143	0	3	351
Mar-01	51	0	196	15	1	140	0	9	412
Apr-01	42	0	207	1	1	171	0	22	444
May-01	40	0	272	4	0	153	0	16	485
Jun-01	57	0	211	5	2	207	0	5	487
Jul-01	92	0	173	6	0	186	0	12	469
Aug-01	97	0	175	3	0	189	0	24	488
Sep-01	86	0	148	2	4	131	0	27	398
Oct-01	51	0	189	0	0	168	0	9	417
Nov-01	37	0	167	4	0	181	0	11	400
Dec-01	40	0	186	0	0	152	0	3	381
Jan-02	49	0	218	2	0	144	0	4	417
Feb-02	35	0	218	7	0	152	0	2	414
Mar-02	28	0	217	4	0	126	0	2	377
Apr-02	23	0	231	2	1	163	0	0	420
May-02	29	0	263	0	1	148	0	4	445
Jun-02	29	0	215	2	1	143	1	4	395
(A) JUL-02	18	0	206	392	43	134	18	6	817
Aug-02	33	0	234	398	43	104	28	1	841
Sep-02	30	0	204	391	44	148	24	2	843
Oct-02	28	0	280	376	43	155	20	1	903
Nov-02	35	0	287	424	40	93	19	5	903
Dec-02	16	0	282	494	40	117	11	1	961
Jan-03	22	0	289	470	45	93	13	1	933
Feb-03	14	0	310	401	52	84	20	0	881
Mar-03	10	0	252	384	31	68	8	3	756
Apr-03	5	0	224	407	25	124	9	1	795
May-03	5	0	214	382	25	79	9	0	714
Jun-03	6	0	223	386	31	73	14	5	738
Jul-03	4	0	212	436	25	112	17	22	828
Aug-03	6	0	161	370	23	113	21	9	703
Sep-03	10	0	167	382	21	143	7	6	736
Oct-03	11	0	282	478	33	141	24	1	970
Nov-03	9	0	329	422	25	149	16	0	950
DEC-03	8	0	327	473	22	170	14	0	1014
Jan-04	12	0	304	455	23	152	11	1	958
Feb-04	5	0	275	455	22	144	24	1	926
Mar-04	9	0	272	478	24	132	26	0	941
Apr-04	9	0	114	442	24	91	21	1	702
May-04	6	0	134	389	24	89	15	0	657
Jun-04	5	0	232	558	29	156	22	5	1007
Jul-04	3	0	213	520	28	128	24	1	917
SUBTOTAL	1,263	0	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	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Aug-04	20	0	250	557	37	143	13	9	1029
(B) SEPT -04	34	0	102	285	16	51	11	6	505
Oct-04	36	0	190	476	26	118	11	14	871
Nov-04	66	0	145	535	29	112	9	8	904
Dec-04	45	0	125	526	22	125	24	6	873
Jan-05	75	0	210	639	25	165	24	9	1147
Feb-05	61	0	168	608	29	154	34	1	1055
Mar-05	36	0	220	681	32	150	20	1	1140
Apr-05	53	0	289	763	47	234	29	5	1420
May-05	48	0	297	681	51	199	17	4	1297
Jun-05	65	0	223	727	47	147	22	6	1237
Jul-05	41	0	250	651	44	155	36	4	1181
(C) AUG-05	38	0	237	584	49	165	32	3	1108
(D) SEPT-05	28	0	236	645	44	143	16	6	1118
(E) OCT-05	32	0	208	502	27	112	12	5	898
(F) NOV-05	26	0	128	442	27	72	6	1	702
Dec-05	28	0	315	731	48	129	24	9	1284
Jan-06	29	0	378	773	37	192	34	14	1457
Feb-06	37	0	340	756	54	142	21	18	1368
Mar-06	54	0	338	1042	49	182	24	9	1698
Apr-06	65	0	451	888	57	175	28	16	1680
May-06	61	0	486	981	53	240	25	22	1868
Jun-06	36	0	471	903	21	208	23	13	1675
Jul-06	57	0	476	988	23	150	29	15	1738
(G) Aug-06	65	0	508	969	28	198	26	8	1802
Sep-06	63	0	468	909	31	214	36	8	1729
Oct-06	76	0	524	1079	36	220	40	11	1986
Nov-06	56	0	461	969	21	235	41	11	1794
Dec-06	62	0	612	1048	37	235	36	15	2045
Jan-07	80	0	637	1009	52	284	21	20	2103
Feb-07	94	0	632	1055	52	316	37	34	2220
(H) MAR-07	105	0	681	1080	60	350	45	14	2335
Apr-07	106	0	749	1164	75	351	42	22	2509
May-07	107	0	849	1218	73	421	53	20	2741
Jun-07	128	0	840	1043	48	388	40	32	2519
Jul-07	93	0	808	1040	74	399	51	28	2493
Aug-07	73	0	819	1240	79	364	23	16	2614
Sep-07	85	0	708	1062	53	318	35	12	2273
Oct-07	97	0	776	1295	83	372	58	16	2697
Nov-07	95	0	690	1215	109	264	57	18	2448
Dec-07	91	0	694	1226	71	261	55	21	2419
SUBTOTAL	3,810	0	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	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-08	105	0	846	1229	69	233	44	19	2545
Feb-08	83	0	641	1106	82	209	42	16	2179
Mar-08	98	0	772	1273	62	211	43	19	2478
Apr-08	103	0	823	1230	68	208	35	15	2482
May-08	96	0	908	1400	54	192	54	19	2723
Jun-08	116	0	1025	1270	42	192	62	36	2743
Jul-08	103	0	799	1285	49	240	56	26	2558
(H) AUG-08	62	0	616	1192	55	219	63	22	2229
Sep-08	84	0	518	1360	66	242	53	16	2339
Oct-08	61	0	579	1422	101	241	82	21	2507
Nov-08	50	0	460	1210	71	186	57	7	2041
Dec-08	71	0	618	1376	100	228	88	10	2491
Jan-09	79	0	538	1332	119	249	39	21	2377
Feb-09	76	0	534	1194	99	208	60	14	2185
Mar-09	54	0	633	1392	120	230	57	14	2500
Apr-09	72	0	655	1334	128	239	66	19	2513
May-09	99	0	684	1420	117	266	53	19	2658
Jun-09	80	0	583	1460	131	256	65	26	2601
Jul-09	58	0	563	1608	133	218	48	18	2646
Aug-09	67	0	544	1604	146	269	66	20	2716
Sep-09	62	0	536	1512	141	259	61	15	2586
Oct-09	61	0	560	1499	126	262	60	13	2581
Nov-09	63	0	532	1462	136	206	67	14	2480
Dec-09	62	0	592	1634	132	239	43	14	2716
Jan-10	42	0	459	1505	119	203	44	9	2381
Feb-10	42	0	504	1451	167	196	40	15	2415
Mar-10	52	0	524	1737	172	255	38	17	2795
Apr-10	46	0	516	1629	121	227	41	10	2590
May-10	40	0	542	1646	119	176	33	15	2571
Jun-10	53	2	530	1520	152	185	50	13	2505
Jul-10	45	0	549	1648	139	160	34	15	2590
Aug-10	45	0	475	1626	136	151	20	9	2462
SUBTOTAL	6,040	2	47,954	91,411	6,148	22,223	3,323	1,288	178,389

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

MONTHLY BREAKDOWN OF CITATIONS

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

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

(A)MODIFIED FARE EVASION BEGINS

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-02	2	0	2	163	32	5	4	0	208
Feb-02	2	0	7	140	20	2	1	0	172
Mar-02	3	0	5	238	17	5	2	0	270
Apr-02	2	0	3	200	23	3	7	0	238
May-02	2	0	6	154	29	0	4	0	195
Jun-02	6	0	3	212	26	5	7	0	259
(B) JUL-02	0	0	5	24	2	5	2	0	38
Aug-02	1	0	3	27	3	2	2	0	38
Sep-02	1	0	4	29	2	1	0	0	37
Oct-02	4	0	11	27	2	2	2	0	48
Nov-02	4	0	8	28	4	4	1	0	49
Dec-02	2	0	3	23	3	3	0	0	34
Jan-03	0	0	4	20	4	0	0	0	28
Feb-03	2	0	7	13	4	1	0	0	27
Mar-03	1	0	6	31	4	1	1	0	44
Apr-03	0	0	5	26	1	3	1	0	36
May-03	0	0	5	43	3	2	0	0	53
Jun-03	2	0	2	40	7	1	0	0	52
Jul-03	1	0	6	30	3	3	0	3	46
Aug-03	1	0	5	12	3	3	2	1	27
Sep-03	1	0	3	29	6	2	2	0	43
Oct-03	3	0	10	37	6	5	3	0	64
Nov-03	0	0	20	30	7	6	0	0	63
DEC-03	2	0	16	42	3	6	2	0	71
Jan-04	2	0	27	31	4	9	4	0	77
Feb-04	3	0	14	42	3	10	1	0	73
Mar-04	1	0	14	30	2	15	1	0	63
Apr-04	0	0	5	21	6	4	1	0	37
May-04	0	0	3	19	7	2	0	0	31
Jun-04	1	0	7	23	4	1	2	0	38
Jul-04	1	0	13	29	1	4	1	0	49
Aug-04	1	0	7	19	3	3	3	1	37
(C) SEPT-04	3	0	2	8	2	1	2	0	18
Oct-04	2	0	6	13	6	4	1	1	33
NOV-04	5	0	3	27	2	2	2	0	41
Dec-04	3	0	5	41	3	4	2	0	58
Jan-05	8	0	9	59	5	9	1	0	91
Total	330	0	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	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Feb-05	10	0	9	55	5	9	2	0	90
Mar-05	3	0	8	57	5	12	4	0	89
Apr-05	8	0	11	47	5	5	1	0	77
May-05	6	0	28	71	4	6	1	0	116
Jun-05	6	0	14	70	6	7	3	1	107
Jul-05	9	0	15	52	9	13	4	1	103
(D) AUG-05	4	0	14	63	12	16	3	0	112
(E) SEP-05	7	0	19	48	10	7	2	0	93
(F) OCT-05	3	0	7	42	3	6	2	0	63
(G)NOV-05	1	0	6	24	6	2	0	0	39
Dec-05	4	0	8	35	2	8	2	0	59
Jan-06	2	0	19	52	9	11	1	1	95
Feb-06	4	0	20	40	3	6	1	0	74
Mar-06	3	0	16	56	10	5	2	1	93
Apr-06	4	0	18	50	8	10	2	1	93
May-06	3	0	19	55	5	6	1	4	93
Jun-06	6	0	14	48	2	4	0	3	77
Jul-06	0	0	20	48	8	6	0	4	86
(H) AUG -06	6	0	18	72	2	6	1	1	106
Sep-06	11	0	25	62	5	4	2	0	109
Oct-06	11	0	20	62	3	5	2	2	105
Nov-06	3	0	26	47	3	9	7	2	97
Dec-06	5	0	26	49	7	1	6	0	94
JAN-07	11	0	20	50	2	9	0	0	92
Feb-07	8	0	30	67	4	15	0	6	130
(I)MAR-2007	8	0	34	66	9	9	3	0	129
Apr-07	11	0	22	57	9	15	2	0	116
May-07	8	0	32	65	7	13	2	1	128
Jun-07	8	0	27	61	5	10	4	6	121
Jul-07	10	0	21	56	10	12	4	4	117
Aug-07	8	0	25	73	9	14	0	1	130
Sep-07	6	0	14	63	12	10	3	1	109
Oct-07	5	0	22	66	3	9	5	2	112
Nov-07	10	0	20	75	8	11	8	1	133
Dec-07	6	0	24	57	9	7	3	1	107
Jan-08	8	0	19	46	12	12	3	2	102
Feb-08	9	0	17	46	6	5	1	0	84
TOTAL	565	0	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	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Mar-08	6	0	16	45	1	3	2	4	77
Apr-08	8	0	29	53	6	11	6	5	118
May-08	7	0	42	97	5	5	3	2	161
Jun-08	12	0	34	93	8	8	6	5	166
Jul-08	4	0	27	71	8	10	2	1	123
(H) AUG-08	3	0	14	71	3	3	6	1	101
Sep-08	3	0	17	68	4	4	7	1	104
Oct-08	5	0	24	74	4	3	1	1	112
Nov-08	1	0	17	61	2	1	8	0	90
Dec-08	2	0	25	77	2	14	10	2	132
Jan-09	6	0	22	64	14	6	7	2	121
Feb-09	4	0	36	65	5	6	3	2	121
Mar-09	10	0	26	51	11	10	0	0	108
Apr-09	8	0	20	62	9	9	2	1	111
May-09	9	0	23	76	10	7	3	1	129
Jun-09	6	0	21	74	6	4	1	0	112
Jul-09	4	0	26	77	9	4	5	1	126
Aug-09	4	0	25	107	9	1	4	1	151
Sep-09	3	0	16	93	12	10	3	0	137
Oct-09	6	0	32	97	4	6	4	0	149
Nov-09	6	0	31	99	6	11	4	0	157
Dec-09	2	0	22	63	11	3	8	0	109
Jan-10	2	0	9	57	5	5	3	0	81
Feb-10	4	0	19	58	8	1	0	0	90
Mar-10	1	0	20	72	11	2	0	1	107
Apr-10	0	0	13	66	7	2	0	0	88
May-10	2	0	21	62	7	0	0	0	92
Jun-10	2	0	14	63	9	2	2	0	92
Jul-10	2	0	21	59	10	6	1	0	99
Aug-10	2	0	9	69	9	1	1	1	92
TOTAL	699	0	6,828	16,679	1,476	2,140	727	88	28,637

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

**CLASSIFICATIONS BREAKDOWN
AUGUST 2010**

CLASSIFICATION	
ABANDONED VEHICLE	1
ALARMS	
ALARMS-TVM	
ALCOHOLIC BEVERAGE	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	
ASSIST PASSENGER	1
ASSIST OTHER AGENCY	1
AUTO THEFT	2
AUTO THEFT - ATTEMPT	2
AUTO THEFT - RECOVERY	1
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	
BATTERY	
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY	
BURGLARY-AUTO	1
BURGLARY-ATTEMPT AUTO	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
COUNTERFEIT/ALTERED TICKET	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	6
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	1
DEBRIS ON TRACK	
DISORDERLY CONDUCT	6
DISTURBANCE	2
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	
ELEVATOR MALFUNCTION	14
ELEVATOR PHONE MALFUNCTION	3
ESCALATOR MALFUNCTION	4
FALSE IDENTIFICATION	
	<i>GRAFFITI</i>

**CLASSIFICATIONS BREAKDOWN
AUGUST 2010**

CLASSIFICATION				
FARE EVASION				2556
	CITATION	WARNED	ARREST	
12 TRIP	2	45		
COMPLIMENTARY TICKET VIOLATION	0	0		
INELIGIBLE DISCOUNT	9	475		
NO TICKET	69	1626	2	
ZONE OVERRIDE	9	136		
NO TRANSFER SLIP	1	151		
OUTDATED TICKET	1	20		
EDP TICKET	1	9		
TOTAL	92	2462	2	
FIRE				1
GRADE CROSSING PROBLEM				5
HIJACKING				
ILLNESS				9
INJURY				
INJURY-CPO				
INTERFERING W/ TRAIN				1
INTOXICATED PERSON				
INVESTIGATION				
KIOSK PROBLEM				
LOST/FOUND PROPERTY				92
LOUD MUSIC				
LUGGAGE				
MISCELLANEOUS/INFORMATION				47
MISSING PERSON				1
MISSING PERSON-LOCATED				
MOTOR VEHICLE ACCIDENT				1
NUCLEAR RELEASE				
PARKING PROBLEM				5
PARKING LOT ACCIDENTS				
PARKING LOT VIOLATIONS				
PAYPHONE MALFUNCTION				
PULLED EMERGENCY STOP				1
RECOVERED STOLEN PROPERTY				
RIDING ON OUTSIDE OF TRAIN				
ROBBERY-ATTEMPT				
ROBBERY ARMED				
SABOTAGE				
SAFETY HAZARD				34
SEXUAL BATTERY				
SEX OFFENSE (OTHER)				
SIGN PROBLEM				1
SLIP AND FALL				7
SMOKING ON TRAIN				
SOLICITATION				
SURFBOARDS ON TRAIN				

**CLASSIFICATIONS BREAKDOWN
AUGUST 2010**

CLASSIFICATION	
STUDENT INCIDENT	2
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	2
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
BOYNTON BEACH	
OTHER	
SUSPICIOUS INCIDENT	7
SUSPICIOUS PERSON	2
SUSPICIOUS VEHICLE	2
TELEPHONIC THREAT	
THEFT	
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	1
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRAIN VS PEDESTRIAN	
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	2
TRESPASS	10
TVM GATE MALFUNCTION	4
TVM MALFUNCTION	50
UNAUTHORIZED ANIMAL	
VALIDATOR MALFUNCTION	19
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT: MONITOR CHECKS	
TOTAL	2905

**SIX MONTH CRIME ANALYSIS
2010**

CLASSIFICATION	MAR	APR	MAY	JUN	JULY	AUG
ABANDONED VEHICLE						1
ALARMS	5	2	1	2		
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN				1		
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / C						
ASSAULT-AGGRAVATED				1		
ASSAULT TRANSIT AGENT / CPO						
ASSAULT						
ASSIST PASSENGER	4		1	4	6	1
ASSIST OTHER AGENCY	3	1	2	1	2	1
AUTO THEFT	1				2	2
AUTO THEFT - ATTEMPT					1	2
AUTO THEFT - RECOVERY				1		1
BATTERY - AGGRAVATED TRANSIT AGENT/ C						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO					1	
BATTERY	1					
BICYCLE VIOLATIONS	3					
BIOLOGICAL RELEASE						
BOMBING						
BOMB THREAT						
BRUSH FIRE						
BURGLARY		1				
BURGLARY-STRUCTURE						
BURGLARY-AUTO	5		3		16	1
BURGLARY-ATTEMPT AUTO				4		
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	25	11	11	12	17	6
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	4	2	3	1	2	1
DEBRIS ON TRACK						
DISORDERLY CONDUCT	1	2	6	3	3	6
DISTURBANCE	2	3		3	2	2
DRUG OFFENSE		1				
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION	3			2		
ELEVATOR MALFUNCTION	10	18	23	19	18	14
ESCALATOR MALFUNCTION	2	1	3	6	7	4
ELEVATOR PHONE MALFUNCTION	4	2		3	1	3
FARE EVASION- CITATIONS	107	88	92	92	99	92
FARE EVASION-WARNINGS	2795	2590	2571	2505	2590	2462
FARE EVASION-ARREST	3	3	4	1	2	2
FALSE IDENTIFICATION						
FIRE	2	2			1	1
GRADE CROSSING PROBLEM	1	3	1	6	1	5
HIJACKING						
ILLNESS	13	6	8	5	6	9
SUB-TOTAL	2994	2736	2729	2672	2777	2616

**SIX MONTH CRIME ANALYSIS
2010**

CLASSIFICATION	MAR	APR	MAY	JUN	JULY	AUG
INJURY	2	2	1			
INJURY-CPO						
INTERFERING W/ TRAIN	1	2	1	2	1	1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM			1			
LUGGAGE						
LOST/FOUND PROPERTY	101	107	100	100	90	92
LOUD MUSIC				1		
MISCELLANEOUS/INFORMATION	47	33	39	50	44	47
MISSING PERSON	1					1
MISSING PERSON-LOCATED	1	2				
MOTOR VEHICLE ACCIDENT	1	2	3	5	4	1
NUCLEAR RELEASE						
PARKING PROBLEM	19	19	7	7	14	5
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP	5		1			1
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY	1					
ROBBERY ARMED						
ROBBERY ATTEMPT						
SABOTAGE						
SAFETY HAZARD	19	25	23	22	26	34
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM						
SLIP AND FALL	5	1	3	6	3	1
SMOKING ON TRAIN				1		7
SOLICITATION				2	2	
STUDENT INCIDENT	1		2			2
SURFBOARDS ON TRAIN			1			
SUSPICIOUS INCIDENT	9	5	9	5	8	7
SUSPICIOUS PERSON	4		4	1	3	2
SUSPICIOUS VEHICLE	1	5	3	3	2	2
TELEPHONIC THREAT						
THEFT	3	5	2		4	
THEFT-ATTEMPTED						
THROWING OBJECT AT TRAIN	2	1				1
TRAIN VS ANIMAL					1	
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN		1		2		
TRAIN VS VEHICLE			1			2
TRAIN VS FIXED OBJECT						
TRESPASS	7	7	15	14	15	10
TVM GATE MALFUNCTION	3	4		5		4
TVM MALFUNCTION	103	65	55	75	73	50
UNAUTHORIZED ANIMAL						
VALIDATOR MALFUNCTION	19	37	21	23	35	19
WEAPON CONCEALED						
SPECIAL ASSIGNMENT MONITOR CHECKS						
SUB-TOTAL	2994	2736	2729	2672	2777	2616
TOTAL REPORTS	3349	3059	3021	2996	3102	2905

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

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
8/4/2010	371	P632	13	NYLON BAG LEFT UNATTENDED	600

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."



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MEMORANDUM

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

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

SUBJECT: MONTHLY ACTIVITY REPORT – AUGUST 2010

Date: Thursday, September 2nd 2010

I was assigned the following tasks for the month of **August 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 TWC/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 99 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 TWC/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

As the Investigator: I investigated or conducted inquiries into 12 incidents:

NTD INTERNET REPORTING

NON-MAJOR SECURITY
PART I

15051
Aug 2010

INCIDENTS ONLY

	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcible Rape In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Robbery							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Aggravated Assaults							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Burglary							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Larceny/Theft Offenses							0
In Vehicle	1						1
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Motor Vehicle Theft							0
In Vehicle	1111						4
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Arson							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0

Structure

Includes Burglary Vehicle

Includes Attempts

August 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
92			
1	11		

Total Incidents
92
0
3
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

Total Property Damage (\$)

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TOTAL ARRESTS (8)

FARE EVASION - 2

TRESPASSING - 3

DISCREPANCY - 1

ACTIONS WARRANTS - 2

Expiring Contract Report
S FL Regional Transportation Authority
August
Expiring Date (8/1/2010) thru (8/1/2011)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/> <u>projectmgr</u> <hr/>			
Contract Class: Payables			
Allen Yoder	ARMED SEC/REV COLLECTION & FARE INSPECT	11/01/2005	5 Year Term
05-102	010385 WACKENHUT CORPORATION	10/31/2010	No renewal options
BOBBY BECKER			
Eddie Woods	INSURANCE BROKER SERVICES	10/01/2005	5 Year Term
05-719	010029 AON RISK SERVICES INC	09/30/2010	2 - 1 year renewal options. Both renewal option have been exercised. No options remain.
BOBBY BECKER			
Eddie Woods	GENERAL BANKING SERVICES	10/01/2005	5 Year Term
05-720	010355 SUNTRUST BANKCARD N A	09/30/2010	2 - 1 year renewal options. Both options have been exercised. No options remain.
BOBBY BECKER			
Vicki Wooldridge	FEDERAL LEGISLATIVE CONSULTANT SERVICES	02/01/2007	4 Year Term
06-621	010070 C2 GROUP LLC	01/31/2011	3-1 year renewal options. 2 options exercised - 1 remaining.
BRYAN KOHLBERG			

Laura Thezine	PROFESSIONAL AUDITING SERVICES	07/03/2007	4 Year Term
07-723	010878 WATSON RICE LLP		
		07/02/2011	2-1 year options. One option

BRYAN KOHLBERG

Michael Kanefsky	TVM MAINTENANCE AGREEMENT	03/01/2008	3 Year Term
08-002	010033 ACS TRANSPORT SOLUTIONS, INC.		
		02/28/2011	4-1year renewal options. 2 options remaining.

BOBBY BECKER

James DeVaughn	SFEC TMA BUS SERVICE	07/01/2010	1 Year Term
10-014	010338 SFEC TMA		
		06/30/2011	4 - 1 year renewal options. All 4 options

BOBBY BECKER

Contract Class: Receivables

Lauran Mehalik	PAYPHONE SERVICE	03/14/2008	3 Year Term
08-001			
	17 STERLING PAYPHONES LLC	03/13/2011	4 - 1 year renewal options. 2 options

BOBBY BECKER

9/13/2010

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