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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
JUNE 7, 2013
9:30 a.m.

South Florida Regional Transportation Authority
Board Room
800 NW 33rd Street
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

Mayor Steven L. Abrams, Chair
Frank Frione
Mayor Kristin Jacobs
Commissioner Bruno Barreiro
Marie Horenburger
George Morgan, Jr.
James A. Cummings
Nick Inamdar
James A. Wolfe

Executive Director

Joseph Giulietti

GOVERNING BOARD REGULAR MEETING
OF JUNE 7 2013

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, 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 of April 26, 2013.

C2. REQUESTED ACTIONS:

(A) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(A), between South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., for Transportation Planning Consultant Services. Contract 09-007(A) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(B) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(B), between South Florida Regional Transportation Authority (SFRTA) and HNTB Corporation, for Transportation Planning Consultant Services. Contract 09-007(B) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(C) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(C), between South Florida Regional Transportation Authority (SFRTA) and Jacobs Engineering, for Transportation Planning Consultant Services. Contract 09-007(C) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(D) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(D), between South Florida Regional Transportation Authority (SFRTA) and Kimley Horn and Associates Inc., for Transportation Planning Consultant Services. Contract 09-007(D) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(E) **MOTION TO APPROVE:** Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(E), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for Transportation Planning Consultant Services. Contract 09-007(E) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

Department: Planning & Capital Development
Project Manager: Marie Suzie Papillon

Department Director: William L. Cross, P.E.
Procurement Director: Chris Bross

C3. REQUESTED ACTIONS:

(A) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(A), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for General Engineering Consultant Services. Contract 10-017(A) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(B) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(B), between South Florida Regional Transportation Authority (SFRTA) and Gannett Fleming, Inc., for General Engineering Consultant Services. Contract 10-017(B) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(C) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(C), between South Florida Regional Transportation Authority (SFRTA) and T.Y. Lin International, for General Engineering Consultant Services. Contract 10-017(C) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(D) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(D), between South Florida Regional Transportation Authority (SFRTA) and Parsons Transportation Group, Inc., for General Engineering Consultant Services. Contract 10-017(D) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(E) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(E), between South Florida Regional Transportation Authority (SFRTA) and EAC Consulting, Inc., for General Engineering Consultant Services. Contract 10-017(E) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

F) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(F), between South Florida Regional Transportation Authority (SFRTA) and Jacobs Engineering Group, Inc., for General Engineering Consultant Services. Contract 10-017(F) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(G) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(G), between South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., for General Engineering Consultant Services. Contract 10-017(G) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(H) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(H), between South Florida Regional Transportation Authority (SFRTA) and Kimley Horn and Associates, Inc., for General Engineering Consultant Services. Contract 10-017(H) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(I) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(I), between South Florida Regional Transportation Authority (SFRTA) and Bergmann Associates, Inc., for General Engineering Consultant Services. Contract 10-017(I) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

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

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

C4. REQUESTED ACTIONS:

(A) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-018(A), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for General Systems Engineering Services. Contract 10-018(A) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(B) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-018(B), between South Florida Regional Transportation Authority (SFRTA) and CH2M Hill, Inc., for General Systems Engineering Services. Contract 10-018(B) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(C) **MOTION TO APPROVE:** Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-018(C), between South Florida Regional Transportation Authority (SFRTA) and Parsons Transportation Group, Inc., for General Systems Engineering Services. Contract 10-018(C) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

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

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

C5. **MOTION TO APPROVE:** Delegation to Mayor Steve Abrams to negotiate, on SFRTA's behalf, with Florida Department of Transportation ("FDOT") and Florida East Coast ("FEC") representatives for the provision of Tri-Rail Coastal Link service on the FEC Corridor. All resulting agreements shall be brought to the SFRTA Board for its approval.

Department: Legal
Project Manager: Teresa Moore

Department Director: Teresa Moore
Procurement Director: N/A

C6. **MOTION TO APPROVE:** Delegation to the Executive Director to execute all documents necessary for the procurement of capital improvements to the SFRTA Dispatch Desk to dispatch over the South Florida Rail Corridor (SFRC), including improvements associated with Positive Train Control, which shall all be fully funded by the Florida Department of Transportation, in an amount currently estimated at approximately $22,000,000.

Department: Legal
Project Manager: Teresa Moore

Department Director: Teresa Moore
Procurement Director: N/A

REGULAR AGENDA

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

R1. MOTION TO APPROVE:

(A) Resolution No. 13-02, authorizing the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year (FY) 2012 grant applications to the Federal Transit Administration (FTA) in order to secure $5,700,151 in funds to support the SFRTA Job Access and Reverse Commute (JARC) and New Freedom Program of Projects (NF).

(B) Delegated Authority to the Executive Director to enter into the Grant Agreement with the FTA and the Subrecipient Agreements with the JARC and NF Subgrantees approved by the Governing Board.

Department: Finance and Information Technology
Project Manager: Carla D. McKeever
Department Director: Edward Woods
Procurement Director: Christopher Bross

R2. MOTION TO APPROVE: Interlocal Agreement (Agreement) between the South Florida Regional Transportation Authority (SFRTA) and the City of Delray Beach (City) for Community Shuttle Bus Transportation Services.

Department: Planning and Capital Development
Project Manager: Stephen Anderson, AICP
Department Director: William L. Cross, P.E.
Procurement Director: Christopher Bross

R3. MOTION TO APPROVE: Purchase and Sale Agreement for Purchase of 250 Parking Spaces for $3,000,000.00 to Facilitate Implementation of the West Palm Beach Transit Oriented Development between the South Florida Regional Transportation Authority ('SFRTA") and Transit Village, LLC ("TV") (the " P/S Agreement"), subject to approval of the P/S Agreement by Palm Beach County.

Department: Legal
Project Manager: Teresa Moore
Department Director: Teresa Moore
Procurement Director: N/A

R4. MOTION TO APPROVE: Third Amendment to Agreement No. 10-010 between South Florida Regional Transportation Authority (SFRTA) and Ericks Consultants, Inc. to exercise the first one (1) year renewal of the Agreement, and to include the services of Mr. William D. Rubin of the Rubin Group in the amount of Two Hundred Forty Six Thousand Dollars ($246,000.00).

Department: Executive
Project Manager: Vicki Wooldridge
Department Director: Diane Hdz. Del Calvo
Procurement Director: Christopher Bross

R5. MOTION TO APPROVE: Agreement No. 13-006 between South Florida Regional Transportation Authority (SFRTA) and Bitner Goodman, Inc. for corporate & community outreach and marketing services, for a period of five (5) years, in the maximum not-to-exceed amount of $2,500,000.

Department: Executive/Administration
Project Manager: Diane Hdz. Del Calvo
Department Director: Diane Hdz. Del Calvo
Procurement Director: Christopher Bross

R6. MOTION TO APPROVE:

(A) Preliminary Plan for the Renovation of the SFRTA Boardroom

(B) Delegation to the Executive Director to execute the necessary agreements for the Renovation as currently estimated at $105,000.

Department: Executive
Project Manager: Diane Hdz. Del Calvo
Department Director: Diane Hdz. Del Calvo
Procurement Director: Christopher Bross

R7. MOTION TO APPROVE: South Florida Regional Transportation Authority's (SFRTA's) Planning and Technical Advisory Committee's (PTAC) funding recommendations for the Job Access and Reverse Commute (JARC) and New Freedom (NF) applications.

Department: Planning & Capital Development
Project Manager: Natalie Yesbeck Pustizzi, AICP
Department Director: William L. Cross, P.E.
Procurement Director: Chris Bross

R8. MOTION TO ELECT: SFRTA Chair and Vice-Chair for the Fiscal Year 2013-2014.

Department: N/A
Project Manager: N/A
Department Director: N/A
Procurement Director: N/A

INFORMATION / PRESENTATION ITEMS

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

I-1. PRESENTATION - Tri-Rail Coastal Link On FEC Corridor

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 – April

B. RIDERSHIP GRAPHS – April

C. ON-TIME PERFORMANCE GRAPHS – April

D. MARKETING MONTHLY SUMMARY – April

E. BUDGETED INCOME STATEMENT – April

F. PAYMENTS OVER $2,500.00 – April

G. REVENUE AND FARE EVASION REPORTS – April

H. SOLICITATION SCHEDULE – April

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

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

K. PROPERTY COMMITTEE – PROJECT SCHEDULE - April

L. SECURITY REPORT - April

M. EXPIRING CONTRACTS - April

N. CONTRACT ACTIONS EXECUTED UNDER GENERAL COUNSEL'S AUTHORITY - April

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 APRIL 26, 2013

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, April 26, 2013 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:
Steven Abrams, Chair, Palm Beach County Mayor
James A. Cummings, Citizen Representative, Broward County
Frank Frione, Governor's Appointee
Marie Horenburger, Citizen Representative, Palm Beach County
Kristin Jacobs, Broward County Mayor
George Morgan, Governor's Appointee – *via telephone at 10:47 a.m.*
James A. Wolfe, Florida Department of Transportation, District IV

BOARD MEMBERS ABSENT:
Bruno Barreiro, Commissioner, Miami-Dade County
Nick A. Inamdar, Citizen Representative, Miami-Dade County

ALSO PRESENT:
Joseph Giulietti, Executive Director, SFRTA
Jack Stephens, Deputy Executive Director, SFRTA
Bonnie Arnold, Public Information Officer, SFRTA
Bradley 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
Daniel Mazza, P.E., Director of Planning and Engineering, SFRTA
Teresa Moore, General Counsel, SFRTA
Jeffrey Olson, Deputy General 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 9:30 a.m.

ROLL CALL

The Chair requested a roll call. A quorum was established.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Joseph Giulietti requested the following revisions to the Agenda:

REVISION

Mr. Giulietti stated that due to the fact that the grant has not been finalized we are requesting the motion to be amended as follows:

R4. MOTION TO APPROVE:

(A) The Fort Lauderdale Wave Streetcar TIGER Grant Agreement between the South Florida Regional Transportation Authority (SFRTA) and Federal Transit Administration (FTA) where the SFRTA will be the recipient grantee of Federal funds, in the amount of $18,000,000 for the Design and Construction of the Wave Modern Streetcar Project in substantially the form provided ("Draft TIGER Grant").

(B) Delegated Authority to the Executive Director to finalize and execute the TIGER Grant in any form (paper or electronically and any associated documentation.

R5. MOTION TO APPROVE: Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and **HDR ENGINEERING, INC.** to provide Project Management Consulting Services for the Wave Modern Streetcar Project (Project) in the maximum not-to-exceed amount of **$11,335,757.21**.

R6. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), for funds in the amount of **$1,100,000** towards the Project Management Consultant Services (PMC) and design services for the Ft. Lauderdale Wave Modern Streetcar Project.

Mr. Giulietti stated that presentations I-3 & I-4 (video) will be presented as part of Agenda Item R8.

R8. MOTION TO APPROVE: Tri-Rail Coastal Link Memorandum of Understanding (MOU).

Board Member Jim Cummings moved for approval of the Agenda as amended. The motion was seconded by Board Member Frank Frione.

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

MATTERS BY THE PUBLIC

Mr. Michael Smith of Ft. Lauderdale, FL addressed the Board. Mr. Smith commented that he has a complaint regarding the I-95 managed toll lanes with regards to the access ramp to the Ft. Lauderdale Tri-Rail/ Amtrak Station. Mr. Smith commented on the Wave streetcar vehicles,

requesting that there be low-floor access at all boarding doors and that the streetcars be built in America.

Mr. David London of West Palm Beach, FL addressed the Board. Mr. London commented on incidents that he experienced at the West Palm Beach Station: loud announcements, train exhaust and smoking on the platforms and in the stairwells.

CONSENT AGENDA

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

C1. MOTION TO APPROVE: Minutes of Governing Board's Regular Meeting of March 22, 2013.

Board Member Marie Horenburger moved for approval of the Consent Agenda. The motion was seconded by Board Member Jim Cummings.

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

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 South Florida Regional Transportation Authority (SFRTA) FY 2013-2014 Operating Budget for $75,315,406.

Mayor Jacobs commented on the G4S budget line item and noted that there is a 3% escalator. The Mayor thanked G4S in that this increase does reach the workers. The Mayor inquired about the escalator for SFRTA staff.

Mr. Giulietti responded that a budget line escalator has been included for the employees and that staff is awaiting direction from the Board.

Mayor Jacobs commented that she is aware that all salaries have been held low across all government sectors. The Mayor stated that she would support a 3% salary increase today for the budget.

The Chair commented that Palm Beach County has supported a similar budget increase for their workers and that he supports a 3% salary budget increase.

Board Member Wolfe commented that at the state level salary increases have not yet been determined. Mr. Wolfe stated that he would agree with the local salary comparison and that he is in concurrence with local increases.

Board Member Cummings commented that what is in the budget is 5%, and that should be discretionary. He stated that merit pay is important. He suggested 3% for 1 year as the minimal. The executive director needs the ability to provide merit bonuses/increases and he would support the 5% with merit consideration.

Board Member Frione commented that prices on commodities have doubled within the last four years. Mr. Frione stated that you have to pay well to retain talent and agrees with the 5% escalator. Mr. Frione commented on the rent line item and stated that he would like to see the SFRTA own its facility.

Board Member Jim Cummings moved to increase salaries by 3% across the board per year with an option to go to 5% based on merit. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion.

Board discussion took place.

A vote was taken by show of hands.

Those voting in favor of the motion were: Board Member Cummings, Board Member Frione and Board Member Horenburger.

Those voting against the motion were: Mayor Abrams, Mayor Jacobs and Board Member Wolfe.

The Chair declared the motion failed.

Mayor Kristin Jacobs moved to grant a 3% across the board salary increase for one year. The motion was seconded by Board Member Jim Wolfe.

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

R2. <u>MOTION TO APPROVE</u>: The South Florida Regional Transportation Authority (SFRTA) FY 2013-2014 Capital Budget in the amount of $113,428,833.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Frank Frione.

Board Member Cummings commented on the capital budget. He stated that an appraisal and an offer was made to Prologis, which was turned down. He stated that it is time to revisit other

potential sites for the SFRTA headquarters and would like to reactivate the Property Task Force. Mr. Cummings commented that this would decrease the operating budget rental line.

Board Member Horenburger concurred.

Mayor Jacobs commented that Broward County policy is to own and not lease. She is supportive of looking at the ownership issue.

Board Member Frione stated that Prologis was the former owner and we should reach out to the new owner.

Mr. Giulietti clarified that SFRTA did negotiate with the new owners prior to the end of last year and the new company elected not to accept the offer.

Board Member Cummings suggested to put out an RFP for planning services and to get the ball rolling.

The Chair directed staff is to bring back suggestions and returned attention to the budget.

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

Ms. Teresa Moore, General Counsel, SFRTA gave a PowerPoint presentation on the Wave Modern Streetcar Project that covers Agenda Items R3; R4; R5; R6; and R7.

R3. MOTION TO APPROVE: Wave Modern Streetcar Partnership Agreement among South Florida Regional Transportation Authority (SFRTA), the Broward Metropolitan Planning Organization (MPO), the City of Fort Lauderdale, the Downtown Development Authority (DDA) of the City of Fort Lauderdale, and Broward County in coordination with capital stakeholders, the Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT) for the Wave Modern Streetcar Planning, Finance, Design, Implementation, Project Sponsorship, Ownership, Operations, and Maintenance (the "Partnership Agreement").

Board Member Marie Horenburger moved for approval subject to the revisions and approval of the TIGER Grant. The motion was seconded by Board Member Jim Cummings.

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

R4. MOTION TO APPROVE:

(A)The Fort Lauderdale Wave Streetcar TIGER Grant Agreement between the South Florida Regional Transportation Authority (SFRTA) and Federal Transit Administration (FTA) where the SFRTA will be the recipient grantee of Federal funds, in the amount of $18,000,000 for

the Design and Construction of the Wave Modern Streetcar Project in substantially the form provided ("Draft TIGER Grant").

(B) Delegated Authority to the Executive Director to finalize and execute the TIGER Grant in any form (paper or electronically and any associated documentation.

Board Member Marie Horenburger moved for approval of "A" and "B", subject to the revisions and approval of the TIGER Grant. The motion was seconded by Board Member Jim Cummings.

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

R5. MOTION TO APPROVE: Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR ENGINEERING, INC. to provide Project Management Consulting Services for the Wave Modern Streetcar Project (Project) in the maximum not-to-exceed amount of $11,335,757.21.

Board Member Marie Horenburger moved for approval as revised and subject to approval of the TIGER Grant. The motion was seconded by Mayor Kristin Jacobs.

Board Member Cummings inquired on the maximum coverage of the liability and E&O insurance.

Mr. Will Suero, representing HDR responded. Mr. Suero stated that HDR's professional liability standard policy is a $5 million per claim and the general commercial liability umbrella policy is $50 million.

Board Member Cummings requested the $50 million coverage on the liability as the primary coverage for the project and E&O $5 million per project requires review. Approval of this item is contingent upon the increase in insurance and review of a project specific policy.

Board Member Marie Horenburger revised the motion subject to items outlined by Board Member Cummings being negotiated and resolved by the Executive Director.

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: Joint Participation Agreement (JPA) between the South Florida Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), for funds in the amount of $1,100,000 towards the Project Management Consultant Services (PMC) and design services for the Ft. Lauderdale Wave Modern Streetcar Project.

Mayor Kristin Jacobs moved for approval subject to revisions and approval of the TIGER Grant. The motion was seconded by Board Member Marie Horenburger.

Board Member Wolfe referred to Exhibit B, Project Budget and noted that the presentation referred to an FDOT obligation of $36.2 million. He stated that the JPA is for $1.1 million. Exhibit B makes it clear that it is the first year of the FDOT obligation. The remainder of the funds is in the FDOT works program and will be available, subject to JPA's with the only limitation being that the expenditure of the state funds cannot exceed the expenditure of the local funds.

Ms. Moore clarified the breakdown: 50% from federal government, 25% from local government and 25% from state government.

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:

(A) The Memorandum of Understanding (MOU) between South Florida Regional Transportation Authority (SFRTA), Broward County, Florida Department of Transportation (FDOT), and the City of Fort Lauderdale regarding Wave Modern Streetcar Project property in substantially the form provided; and

(B) Delegated Authority to the SFRTA Chair to finalize and execute the MOU for transmittal to the Federal Transit Administration (FTA) on behalf of SFRTA.

Mayor Kristin Jacobs moved for approval of "A" and "B". 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.

Accolades and recognition went around regarding the cooperation and hard work that went into achieving these agreements.

Mr. William Cross, Director of Planning and Capital Development, SFRTA gave a detailed PowerPoint presentation and showed a video on the Tri-Rail Coastal Link Project.

R8. MOTION TO APPROVE: Tri-Rail Coastal Link Memorandum of Understanding (MOU).

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Frank Frione.

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

Board Member Morgan joined the meeting via telephone at 10:47 a.m.

R9. MOTION TO APPROVE: Amendment 3 to Joint Participation Agreement AQ769 (JPA) between the South Florida Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) District-6 (D6), for additional funds in the not-to-exceed amount of $336,126.28 towards security at the Hialeah Market Station.

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

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

R10. MOTION TO APPROVE: Third of four (4) one (1) year renewal options to Agreement No. 10-014, between the South Florida Regional Transportation Authority (SFRTA) and South Florida Education Center (SFEC) Transportation Management Association (TMA) for Shuttle Bus Services. Under the Agreement, SFRTA will provide fifty (50%) of the operating funds for the SFEC/Tri-Rail route, in the maximum not-to-exceed amount of $95,000 for Fiscal Year 2013/14.

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

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

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 Regional Transportation Authority
Five Year Shuttle Bus Service and Financial Plan

Mr. Joe Quinty, Transportation Planning Manager, SFRTA addressed the Board. Mr. Quinty gave a detailed PowerPoint presentation on the Five Year Shuttle Bus Service Plan.

I-2. PRESENTATION - SFRTA Transit Development Plan (TDP) FY 2014-2023 Major Update

Ms. Natalie Yesbeck-Pustizzi, Transportation Planner, SFRTA addressed the Board. Ms. Yesbeck-Pustizzi introduced Mr. William Baldwin of Tindale Oliver to give an update on the 10 Year TDP.

Mr. Baldwin gave a detailed PowerPoint presentation on the requirements, process and progress of the plan.

I-3. PRESENTATION - Tri-Rail Coastal Link on the FEC Corridor

Mr. William Cross, Director of Planning and Capital Development, SFRTA gave a detailed PowerPoint presentation on the Tri-Rail Coastal Link Project accompanied by a video.

I-4 PRESENTATION - Tri-Rail Coastal Link Video

COMMITTEE REPORTS / MINUTES

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

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

MONTHLY REPORTS

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

A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – March

B. RIDERSHIP GRAPHS – March

Mr. Giulietti reported that ridership continues to grow. For the month of April there was a weekday ridership increase of 4.4%, and weekend ridership is up 25.1%. March ridership was up 16.2%.

C. ON-TIME PERFORMANCE GRAPHS – March

D. MARKETING MONTHLY SUMMARY – March

E. BUDGETED INCOME STATEMENT – March

F. PAYMENTS OVER $2,500.00 – March

G. REVENUE AND FARE EVASION REPORTS – March

H. SOLICITATION SCHEDULE – March

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

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

H. PROPERTY COMMITTEE – PROJECT SCHEDULE - March

L. SECURITY REPORT - March

M. EXPIRING CONTRACTS REPORT - March

N. CONTRACT ACTIONS EXECUTED UNDER GENERAL COUNSEL'S AUTHORITY - March

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti thanked the Board Members for approving the FY14 Budgets and allowing the 3% salary increase.

Mr. Giulietti announced that the SFRTA Procurement has been awarded the Florida Association of Procurement Professionals Organization (FAPPO) Excellence in Public Procurement Award for 2013.

Board Member Cummings requested the list of all the FAPPO award competitors.

Mr. Giulietti stated that the next regularly scheduled board meeting falls on the Friday prior to the Memorial Day Holiday weekend. There is a request to combine the May/June meetings. A poll will be taken to find the most convenient date for the Board Members.

LEGAL COMMENTS

Ms. Moore thanked the Board for passing the budgets.

The Chair announced that Ms. Moore's annual legal review is due. The Chair appointed Mr. Cummings and himself to perform the review.

ADJOURNMENT

There being no further business the meeting was adjourned at 11:27 a.m.

Tracking No. 06071324 AGENDA ITEM NO. C2

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
AGENDA ITEM REPORT

☒ Consent ☐ Regular ☐ Public Hearing

RENEWAL OPTION TO AGREEMENTS NO. 09-007 (A) WITH HDR ENGINEERING, INC., 09-007 (B) WITH HNTB CORPORATION, 09-007 (C) WITH JACOBS ENGINEERING, 09-007 (D) WITH KIMLEY HORN AND ASSOCIATES, INC. AND 09-007 (E) WITH PB AMERICAS, INC. FOR TRANSPORTATION PLANNING CONSULTING SERVICES

REQUESTED ACTIONS:

(A) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(A), between South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., for Transportation Planning Consultant Services. Contract 09-007(A) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(B) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(B), between South Florida Regional Transportation Authority (SFRTA) and HNTB Corporation, for Transportation Planning Consultant Services. Contract 09-007(B) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(C) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(C), between South Florida Regional Transportation Authority (SFRTA) and Jacobs Engineering, for Transportation Planning Consultant Services. Contract 09-007(C) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(D) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(D), between South Florida Regional Transportation Authority (SFRTA) and Kimley Horn and Associates Inc., for Transportation Planning Consultant Services. Contract 09-007(D) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(E) MOTION TO APPROVE: Exercising the second of two (2) one (1) year renewal option periods to Agreement No. 09-007(E), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for Transportation Planning Consultant Services. Contract 09-007(E) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: Marie Suzie Papillon
Department Director: William L. Cross, P.E.
Procurement Director: Chris Bross

FISCAL IMPACT: Each contract is task-order driven and funds will be expended based on available budget and needs.

EXHIBITS: None

RENEWAL OPTION TO AGREEMENTS NO. 09-007 (A) WITH HDR ENGINEERING, INC., 09-007 (B) WITH HNTB CORPORATION, 09-007 (C) WITH JACOBS ENGINEERING, 09-007 (D) WITH KIMLEY HORN AND ASSOCIATES, INC. AND 09-007 (E) WITH PB AMERICAS, INC. FOR TRANSPORTATION PLANNING CONSULTING SERVICES

SUMMARY EXPLANATION AND BACKGROUND:

On October 16, 2009, the Board approved Agreements 09-007 (A) with HDR Engineering, Inc., 09-007 (B) with HNTB Corporation, 09-007 (C) with Jacobs Engineering, 09-007 (D) with Kimley Horn and Associates, Inc. and 09-007 (E) with PB Americas, Inc. to provide technical planning assistance to the SFRTA for a period of three years with two one-year extensions available. On July 27, 2012 the Board approved the first of two (2) one (1) year renewal option periods to Agreements 09-007 (A) with HDR Engineering, Inc., 09-007 (B) with HNTB Corporation, 09-007 (C) with Jacobs Engineering, 09-007 (D) with Kimley Horn and Associates, Inc. and 09-007 (E) with PB Americas, Inc.

The Scope of Work to be provided under each Agreement covers a range of activities required by federal, state, regional and local processes for transportation planning and projects. These activities include, but are not to be limited to: short and long range transportation planning; facilities planning and development; assistance with Alternatives Analysis (AA) and Major Investment Studies (MIS); station area/Transit-Oriented Development (TOD) and oversight; project control and management; financial planning and analysis; and public participation.

Each contract is task-order driven and funds will be expended based on the available capital planning budget and short and long range transportation planning needs of the SFRTA. By exercising these renewal options the total not-to-exceed amounts of the Agreements will remain at $5,000,000.

Based on continued satisfactory performance of the Consultants, staff is recommending approval of the second of two (2) one (1) year renewal option periods to Agreements 09-007 (A) with HDR Engineering, Inc., 09-007 (B) with HNTB Corporation, 09-007 (C) with Jacobs Engineering, 09-007 (D) with Kimley Horn and Associates, Inc. and 09-007 (E) with PB Americas, Inc.

RENEWAL OPTION TO AGREEMENTS NO. 09-007 (A) WITH HDR ENGINEERING, INC., 09-007 (B) WITH HNTB CORPORATION, 09-007 (C) WITH JACOBS ENGINEERING, 09-007 (D) WITH KIMLEY HORN AND ASSOCIATES, INC. AND 09-007 (E) WITH PB AMERICAS, INC. FOR TRANSPORTATION PLANNING CONSULTING SERVICES

Recommended by: Bill Gross 5/31/13 Approved y: 5/31/13
Department Director Date Procurement Director Date

Authorized by: 5/31/13 Approved as to Form by: 5/31/13
Executive Director Date General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steve Abrams	_____Yes _____No	Nick A. Inamdar	_____Yes ____No
Commissioner Bruno A.Barreiro	_____Yes _____No	Commissioner Kristin Jacobs	_____Yes ____No
James A. Cummings	_____Yes _____No	George Morgan, Jr.	_____Yes ____No
Frank Frione	_____Yes _____No	James Wolfe, P.E.	_____Yes _____No
Marie Horenburger	_____Yes _____No		

Tracking No. 06071325 AGENDA ITEM NO. C3

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
AGENDA ITEM REPORT

☒ Consent ☐ Regular ☐ Public Hearing

RENEWAL OPTION TO AGREEMENTS NO. 10-017 (A) WITH PB AMERICAS, INC., 10-017 (B) WITH GANNETT FLEMING, INC., 10-017 (C) WITH T.Y. LIN INTERNATIONAL, 10-017 (D) WITH PARSONS TRANSPORTATION GROUP, INC., 10-017-(E) WITH EAC CONSULTING, INC., 10-017-(F) WITH JACOBS ENGINEERING GROUP, INC., 10-017-(G) WITH HDR ENGINEERING, INC., 10-017-(H) WITH KIMLEY HORN AND ASSOCIATES, INC., AND 10-017-(I) WITH BERGMANN ASSOCIATES, INC. FOR GENERAL ENGINEERING AND CONSULTING SERVICES

REQUESTED ACTIONS:

(A) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(A), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for General Engineering Consultant Services. Contract 10-017(A) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(B) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(B), between South Florida Regional Transportation Authority (SFRTA) and Gannett Fleming, Inc, for General Engineering Consultant Services. Contract 10-017(B) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(C) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(C), between South Florida Regional Transportation Authority (SFRTA) and T.Y. Lin International, for General Engineering Consultant Services. Contract 10-017(C) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(D) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(D), between South Florida Regional Transportation Authority (SFRTA) and Parsons Transportation Group, Inc., for General Engineering Consultant Services. Contract 10-017(D) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(E) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(E), between South Florida Regional Transportation Authority (SFRTA) and EAC Consulting, Inc., for General Engineering Consultant Services. Contract 10-017(E) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(Continued on Page 2)

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

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

FISCAL IMPACT: Each contract is task-order driven and funds will be expended based on available budget and needs.

EXHIBITS: None

RENEWAL OPTION TO AGREEMENTS NO. 10-017 (A) WITH PB AMERICAS, INC., 10-017 (B) WITH GANNETT FLEMING, INC., 10-017 (C) WITH T.Y. LIN INTERNATIONAL, 10-017 (D) WITH PARSONS TRANSPORTATION GROUP, INC., 10-017-(E) WITH EAC CONSULTING, INC., 10-017-(F) WITH JACOBS ENGINEERING GROUP, INC., 10-017-(G) WITH HDR ENGINEERING, INC., 10-017-(H) WITH KIMLEY HORN AND ASSOCIATES, INC., AND 10-017-(I) WITH BERGMANN ASSOCIATES, INC. FOR GENERAL ENGINEERING AND CONSULTING SERVICES

(F) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(F), between South Florida Regional Transportation Authority (SFRTA) and Jacobs Engineering Group, Inc., for General Engineering Consultant Services. Contract 10-017(F) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(G) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(G), between South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., for General Engineering Consultant Services. Contract 10-017(G) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(H) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(H), between South Florida Regional Transportation Authority (SFRTA) and Kimley Horn and Associates, Inc., for General Engineering Consultant Services. Contract 10-017(H) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(I) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-017(I), between South Florida Regional Transportation Authority (SFRTA) and Bergmann Associates, Inc., for General Engineering Consultant Services. Contract 10-017(I) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

SUMMARY EXPLANATION AND BACKGROUND:

On September 24, 2010, the Board approved Agreements 10-017 (A-I) with PB Americas, Inc., Gannett Fleming, Inc., T.Y. Lin International, Parsons Transportation Group, Inc., EAC Consulting, Inc., Jacobs Engineering Group, Inc., HDR Engineering, Inc., Kimley-Horn & Associates, Inc., and Bergmann Associates, Inc., to provide professional design and engineering services to the SFRTA for a period of three years with two one-year extensions available.

The Scope of Work to be provided under each Agreement covers a range of activities These activities include, but are not to be limited to: Architecture, Landscape Architecture, and Planning (AR); Civil Engineering (CE); Structural Engineering (SE); Mechanical Engineering (ME); Electrical Engineering (EE); Transportation Engineering (TE); Environmental Engineering (EV); Geotechnical/Materials Engineering (GM); Railroad Engineering, Track and Signal (RE); Construction Management (CM); and Surveying (SU).

RENEWAL OPTION TO AGREEMENTS NO. 10-017 (A) WITH PB AMERICAS, INC., 10-017 (B) WITH GANNETT FLEMING, INC., 10-017 (C) WITH T.Y. LIN INTERNATIONAL, 10-017 (D) WITH PARSONS TRANSPORTATION GROUP, INC., 10-017-E WITH EAC CONSULTING, INC., 10-017-F WITH JACOBS ENGINEERING GROUP, INC., 10-017-G WITH HDR ENGINEERING, INC., 10-017-H WITH KIMLEY HORN AND ASSOCIATES, INC., AND 10-017-I WITH BERGMANN ASSOCIATES, INC. FOR GENERAL ENGINEERING AND CONSULTING SERVICES

Recommended by: Daniel Magge 5/31/13 Approved y: 5/31/13
Department Director Date Procurement Director Date

Authorized by: 5/31/13 Approved as to Form by: 5-31-13
Executive Director Date General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steve Abrams	_____Yes _____No	Nick A. Inamdar	_____Yes ____No
Commissioner Bruno A.Barreiro	_____Yes _____No	Commissioner Kristin Jacobs	_____Yes ____No
James A. Cummings	_____Yes _____No	George Morgan, Jr.	_____Yes ____No
Frank Frione	_____Yes _____No	James Wolfe, P.E.	_____Yes _____No
Marie Horenburger	_____Yes _____No		

Tracking No. 06071326 AGENDA ITEM NO. C4

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
AGENDA ITEM REPORT

☒ Consent ☐ Regular ☐ Public Hearing

RENEWAL OPTION TO AGREEMENTS NO. 10-018 (A) WITH PB AMERICAS, INC., 10-018 (B) CH2M HILL, INC., AND 10-018 (C) PARSONS TRANSPORTATION GROUP, INC., FOR GENERAL SYSTEMS ENGINEERING (GSE) SERVICES

REQUESTED ACTIONS:

(A) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-018(A), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for General Systems Engineering Services. Contract 10-018(A) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(B) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-018(B), between South Florida Regional Transportation Authority (SFRTA) and CH2M Hill, Inc, for General Systems Engineering Services. Contract 10-018(B) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

(C) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 10-018(C), between South Florida Regional Transportation Authority (SFRTA) and Parsons Transportation Group, Inc, for General Systems Engineering Services. Contract 10-018(C) is a not-to-exceed amount of $5,000,000 for the duration of the contract.

SUMMARY EXPLANATION AND BACKGROUND:

On October 22, 2010, the Board approved Agreements 10-018 (A-C) with PB Americas, Inc., CH2M Hill, Inc., and Parsons Transportation Group, Inc., to provide professional design and engineering services to the SFRTA for a period of three years with two one-year extensions available.

The Scope of Work to be provided under each Agreement covers a range of activities. These activities include, but are not to be limited to: Rolling Stock (RS) and Associated Equipment Engineering/Inspection Services; Fare Collection (FC); Signal and Train Control/ Communications (SC).

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

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

FISCAL IMPACT: Each contract is task-order driven and funds will be expended based on available budget and needs.

EXHIBITS: None

RENEWAL OPTION TO AGREEMENTS NO. 10-018 (A) WITH PB AMERICAS, INC., 10-018 (B) CH2M HILL, INC., AND 10-018 (C) PARSONS TRANSPORTATION GROUP, INC., FOR GENERAL SYSTEMS ENGINEERING (GSE) SERVICES

Recommended by: 5/31/13 Approved y: 5/31/13
Department Director Date Procurement Director Date

Authorized by: 5/31/13 Approved as to Form by: 5-31-13
Executive Director Date General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steve Abrams	_____Yes _____No	Nick A. Inamdar	_____Yes ____No
Commissioner Bruno A.Barreiro	_____Yes _____No	Commissioner Kristin Jacobs	_____Yes ____No
James A. Cummings	_____Yes _____No	George Morgan, Jr.	_____Yes ____No
Frank Frione	_____Yes _____No	James Wolfe, P.E.	_____Yes _____No
Marie Horenburger	_____Yes _____No		

Tracking No. 06071327 AGENDA ITEM NO. C5

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013

AGENDA ITEM REPORT

☐ Consent ☒ Regular

DELEGATED AUTHORITY FEC NEGOTIATIONS

REQUESTED ACTION:

MOTION TO APPROVE: Delegation to Mayor Steve Abrams to negotiate, on SFRTA's behalf, with Florida Department of Transportation ("FDOT") and Florida East Coast ("FEC") representatives for the provision of Tri-Rail Coastal Link service on the FEC Corridor. All resulting agreements shall be brought to the SFRTA Board for its approval.

SUMMARY EXPLANATION AND BACKGROUND:

Department: Legal
Project Manager: Teresa Moore

Department Director: Teresa Moore
Procurement Director: N/A

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: N/A

AGENDA ITEM NO. C5

DELEGATED AUTHORITY FEC NEGOTIATIONS

Recommended by: _____
Department Director Date

Approved by: _____ 5/31/13
Procurement Director Date

Authorized by: _____ 5/31/13
Executive Director Date

Approved as to Form by: _____ 5-31-13
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams	____Yes ____ No	Commissioner Kristin Jacobs	____Yes ____No
Commissioner Bruno Barreiro	____Yes ____No	Nick A. Inamdar	____Yes ____ No
James A. Cummings	____Yes ____No	George A. Morgan, Jr.	____Yes ____No
Frank Frione	____Yes ____No	James A. Wolfe, P.E.	____Yes ____No
Marie Horenburger	____Yes ____No		

Tracking No. 06071328 AGENDA ITEM NO. C6

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013

AGENDA ITEM REPORT

☐ Consent ☒ Regular

DELEGATED AUTHORITY SOUTH FLORIDA RAIL CORRIDOR

REQUESTED ACTION:

MOTION TO APPROVE: Delegation to the Executive Director to execute all documents necessary for the procurement of capital improvements to the SFRTA Dispatch Desk to dispatch over the South Florida Rail Corridor (SFRC), including improvements associated with Positive Train Control, which shall all be fully funded by the Florida Department of Transportation, in an amount currently estimated at approximately $22,000,000.

SUMMARY EXPLANATION AND BACKGROUND:

Pursuant to the South Florida Operations and Management Agreement, as amended ("SFOMA") and the Operating Agreement between SFRTA and FDOT, SFRTA will be assuming dispatch and maintenance responsibilities on the South Florida Rail Corridor (SFRC) no later than December 31, 2014 (Commencement Date).

One of the steps that must occur prior to the Commencement Date is dispatch desk improvements to be able to dispatch the entire SFRC. FDOT has requested that SFRTA undertake this procurement, with FDOT providing the necessary funding. In addition, the federal requirement that Positive Train Control be operational on the SFRC by the end of 2015 will require further upgrades to the Dispatch Desk, once the software has been developed. FDOT has agreed to pay for these additional costs, as well, and they are estimated as part of the overall $22,000,000.

Department: Legal
Project Manager: Teresa Moore

Department Director: Teresa Moore
Procurement Director: N/A

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: N/A

AGENDA ITEM NO. C6

DELEGATED AUTHORITY SOUTH FLORIDA RAIL CORRIDOR

Recommended by: _____
Department Director Date

Approved by: _____ 5/31/13
Procurement Director Date

Authorized by: _____ 5/31/13
Executive Director Date

Approved as to Form by: _____ 5-31-13
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams	____Yes ____ No	Commissioner Kristin Jacobs	____Yes ____No
Commissioner Bruno Barreiro	____Yes ____No	Nick A. Inamdar	____Yes ____ No
James A. Cummings	____Yes ____No	George A. Morgan, Jr.	____Yes ____No
Frank Frione	____Yes ____No	James A. Wolfe, P.E.	____Yes ____No
Marie Horenburger	____Yes ____No		

Tracking No. 06071329 AGENDA ITEM NO. R1

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013

AGENDA ITEM REPORT

☐ Consent ☒ Regular

AUTHORIZING RESOLUTION NO. 13-02
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FISCAL YEAR 2012 JOB ACCESS AND REVERSE COMMUTE AND NEW FREEDOM PROGRAM OF PROJECTS

REQUESTED ACTION:

MOTION TO APPROVE:

(A) Resolution No. 13-02, authorizing the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year (FY) 2012 grant applications to the Federal Transit Administration (FTA) in order to secure $5,700,151 in funds to support the SFRTA Job Access and Reverse Commute (JARC) and New Freedom Program of Projects (NF).

(B) Delegated Authority to the Executive Director to enter into the Grant Agreement with the FTA and the Subrecipient Agreements with the JARC and NF Subgrantees approved by the Governing Board.

SUMMARY EXPLANATION AND BACKGROUND:

- As the Designated Recipient for the JARC and NF Grant Programs, the SFRTA conducted a competitive project selection process for the two grant programs. The selection cycle included funding available from FY 2012. The total available for this funding cycle is $5,700,151. The SFRTA received a total of twenty (20) proposals requesting funding. The proposals were reviewed by the SFRTA staff to ensure compliance with JARC and NF guidelines, and then forwarded to the SFRTA Planning Technical Advisory Committee (PTAC). The applications were reviewed by the PTAC and a recommendation for funding was made to the Governing Board.

(Continued)

Department: Finance and Information Technology
Project Manager: Carla D. McKeever
Department Director: Edward Woods
Procurement Director: Christopher Bross

FISCAL IMPACT: The SFRTA FY 2013-2014 Operating Budget will incorporate these federal funds.

EXHIBITS ATTACHED: Exhibit 1: Authorizing Resolution No. 13-02 (including Exhibit A to the Resolution)

AUTHORIZING RESOLUTION NO. 13-02
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FISCAL YEAR 2012 JOB ACCESS AND REVERSE COMMUTE AND NEW FREEDOM PROGRAM OF PROJECTS

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

- If the Governing Board approves the PTAC recommendations, the SFRTA staff will submit the grant applications to the FTA on behalf of the sub-recipients.

- Staff is requesting delegated authority to the Executive Director to enter into the Grant Agreement with the FTA and the Subrecipient Agreements with the JARC and NF Subgrantees.

AUTHORIZING RESOLUTION NO. 13-02
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FISCAL YEAR 2012 JOB ACCESS AND REVERSE COMMUTE AND NEW FREEDOM PROGRAM OF PROJECTS

Recommended by: E Woods 5/31/13
Department Director Date

Approved by: 5/31/13
Procurement Director Date

Authorized by: 5/31/13
Executive Director Date

Approved as to Form by: 5-31-13
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams ____Yes ____ No
Commissioner Bruno Barreiro____Yes ____No
James A. Cummings ____Yes ____No
Frank Frione ____Yes ____No
Marie Horenburger ____Yes ____No

Commissioner Kristin Jacobs ____Yes ____No
Nick A. Inamdar _____ Yes ____ No
George A. Morgan, Jr. _____Yes _____No
James A. Wolfe, P.E. _____Yes _____No

EXHIBIT 1

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RESOLUTION NO. 13-02

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

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Act, a Legacy for Users (SAFETEA-LU) was enacted in August 2005 and provides funding for Federal surface transportation programs, including Section 5316 Job Access and Reverse Commute (JARC) and Section 5317 New Freedom (NF) programs (the "Federal Financial Assistance"); and

WHEREAS, the South Florida Regional Transportation Authority (SFRTA), is the agency responsible for overseeing and administering the JARC/NF programs in the Miami Urbanized Area, i.e., the urbanized areas of Broward, Miami-Dade and Palm Beach counties; and

WHEREAS, SFRTA duly noticed the availability of the Federal Financial Assistance for FY121 within the urbanized area and, as a result, received 20 applications (10 JARC and 10 NF): and

WHEREAS, SFRTA's Planning Technical Advisory Committee (PTAC) reviewed applications on April 10, 2013, and has recommended to the SFRTA Governing Board that 16 applications (the "Program of Projects") be funded in the amounts of $2,084,771 (NF) and $3,615,380 (JARC), which includes both Federal Financial Assistance and local matching requirements; and

WHEREAS, two applications submitted by SFRTA have been recommended for funding, which will require local matching funds; and

WHEREAS, SFRTA must make application to the Federal Transit Administration to obtain the Federal Financial Assistance for the Program of Projects if approved by the Governing Board[1];

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

---

[1] As an FTA designated recipient, Miami-Dade County will file its own JARC application for its approved project funds and execute the grant agreement, although SFRTA retains its oversight role as the region's administrator of the JARC/NF program.

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

Section 2. RECOMMENDATION AND AUTHORIZATION. The Program of Projects as recommended by the PTAC and as attached to and made part of this resolution as Exhibit 1 is hereby approved. SFRTA's Executive Director, or the Executive Director's Designee, is authorized to execute and file the application for Federal Financial Assistance on behalf of SFRTA with the Federal Transit Administration as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

Section 3. PROGRAM COSTS. The Program of Projects is estimated to cost $2,084,771 (NF) and $3,615,380 (JARC) in Federal funding and $5,075,442 in local funding for a total of $10,775,593.

Section 4. PROJECTS. SFRTA's projects in the Program of Projects include the following: Opa-Locka and Fort Lauderdale Shuttle Services for a total of $449,722 in Federal and $449,722 in local matching funds. The Governing Board hereby confirms that SFRTA has the required matching funds for these projects.

Section 5. AUTHORIZATION. The Executive Director, or Executive Director Designee, is authorized to: (1) execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal Financial Assistance grant or cooperative agreement; and (2) execute grant and cooperative agreements with the Federal Transit Administration on behalf of SFRTA.

Section 6. SEVERABILITY. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court or competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 7. CERTIFICATION. The undersigned duly qualified the Executive Director, or Executive Director Designee, acting on behalf of the South Florida Regional Transportation Authority, certifies that the forgoing is a true and correct copy of a resolution adopted at a legally convened meeting of the South Florida Regional Transportation Authority Board of Directors held on June 7, 2013.

Section 8. EFFECTIVE DATE. This Resolution shall become effective upon its adoption, and any provision of any previous resolutions in conflict with the provisions herein are hereby superseded.

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

Member
Member
Member
Member
Member
Member
Member
Member
Member
Chair

The Chair thereupon declared the resolution duly passed and adopted this _____ day of _____, 2013.

ATTEST

BY _____
Joseph Giulietti
Executive Director

(SFRTA seal)

South Florida Regional Transportation Authority

BY _____
Mayor Steven Abrams
Chair

_____ day of June, 2013

Approved as to form and legal sufficiency by:

_____
Teresa J. Moore
General Counsel

Fiscal Year 2012 Job Access and Reverse Commute and New Freedom Program of Projects

Exhibit A TO RESOLUTION NO. 13-02

Section 5316 Job Access and Reverse Commute Grant Program

Applicant	Total Project Cost	Federal Request	Match	Project Type
Branches-Ways-to-Work	$ 212,260.00	$ 106,130.00	$ 106,130.00	Operating
City of Fort Lauderdale- Community Bus	$ 645,404.00	$ 322,702.00	$ 322,702.00	Operating
City of Lauderhill- L-JARC	$ 494,656.00	$ 247,328.00	$ 247,328.00	Operating
City of Opa-Locka North Route	$ 278,010.00	$ 139,005.00	$ 139,005.00	Operating
City of West Palm Beach-Downtown Circulator	$ 728,280.00	$ 364,140.00	$ 364,140.00	Operating
Miami Dade Transit-Bus Service**	$ 3,637,480.00	$ 1,818,740.00	$ 1,818,740.00	Operating
Palm Tran-Fixed Route Improvements	$ 335,226.00	$ 167,613.00	$ 167,613.00	Operating
SFRTA-Fort Lauderdale Tri-Rail Shuttles	$ 441,944.00	$ 220,972.00	$ 220,972.00	Operating
SFTRA-Opa-Locka South Route	$ 457,500.00	$ 228,750.00	$ 228,750.00	Operating
	$ 7,230,760.00	$ 3,615,380.00	$ 3,615,380.00	

Section 5317 New Freedom Grant Program

Name	Total Project Cost	Federal Request	Match	Project Type
City of Fort Lauderdale-Tri-Rail/NW and Neighborhood Link & Mobility Manager	$ 961,522.00	$ 564,841.00	$ 396,681.00	Capital & Operating
Metro Taxi of Palm Beach County-Metro Taxi Mobility	$ 164,775.00	$ 131,820.00	$ 32,955.00	Capital
Pearl Transit-Way2Work	$ 576,703.00	$ 288,352.00	$ 288,351.00	Operating
Ruth Rales Jewish Family Service-Community Center Van Access	$ 214,135.00	$ 148,781.00	$ 65,354.00	Capital & Operating
The Volen Center- Mobility Manager	$ 88,320.00	$ 73,600.00	$ 14,720.00	Capital
The Volen Center- The LIFT	$ 1,216,316.00	$ 608,158.00	$ 608,158.00	Operating
Zuni Transportation-South Dade NF Service	$ 323,062.00	$ 269,219.00	$ 53,843.00	Capital
	$ 3,544,833.00	$ 2,084,771.00	$ 1,460,062.00	

**Miami Dade Transit will submit their own grant application to the FTA

Tracking No. 06071330 AGENDA ITEM NO. R2

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
AGENDA ITEM REPORT

☐ Consent ☒ Regular

INTERLOCAL AGREEMENT WITH CITY OF DELRAY BEACH FOR COMMUNITY SHUTTLE BUS SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Interlocal Agreement (Agreement) between the South Florida Regional Transportation Authority (SFRTA) and the City of Delray Beach (City) for Community Shuttle Bus Transportation Services.

SUMMARY EXPLANATION AND BACKGROUND:

The City's Downtown Roundabout Shuttle currently provides a needed connection between the various employment, educational, and recreational points of interest in Downtown Delray Beach and the Delray Beach Tri-Rail station on Congress Avenue. The proposed Agreement would allow for enhancement of the City's existing Downtown Roundabout Shuttle service and further improve transit access to/from the Delray Beach Tri-Rail station.

SFRTA staff has performed an analysis of the City's Downtown Roundabout Shuttle, utilizing the same standards and criteria included in SFRTA's shuttle bus system monitoring process. Staff evaluation has shown that the City's Downtown Roundabout is a productive route and exceeds SFRTA's minimum shuttle bus standard of seven (7) passenger-per-hour.

With SFRTA's funding assistance, the City will be able to expand the existing Downtown Roundabout Shuttle service, providing more weekday and weekend connections to/from the Delray Beach Tri-Rail Station. The Agreement provides SFRTA funding to the City in the maximum not-to-exceed amount of $75,000.00 per year (on a demonstration basis) for a period of two years. The Agreement and SFRTA funding contribution is consistent with the SFRTA Five Year Shuttle Bus Service and Finance Plan, which was presented to the SFRTA Governing Board at its last meeting on April 26, 2013.

Department: Planning and Capital Development Department Director: William L. Cross, P.E.
Project Manager: Stephen Anderson, AICP Procurement Director: Christopher Bross

FISCAL IMPACT: Funds to cover this proposed Agreement are included in the Shuttle Bus component of the recently adopted SFRTA FY 2013/2014 Operations Budget.

EXHIBITS ATTACHED: Exhibit 1 – Interlocal Agreement with City of Delray Beach for Shuttle Bus Services
Exhibit 2 – Existing Route Alignment

AGENDA ITEM NO. R2

INTERLOCAL AGREEMENT WITH CITY OF DELRAY BEACH
FOR COMMUNITY SHUTTLE BUS SERVICES

Recommended by: Bill Cross 5/31/13
Department Director Date

Approved by: 5/31/13
Contracts Director Date

Authorized by: 5/31/13
Executive Director Date

Approved as to Form by: 5-31-13
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams	____Yes ____ No	Commissioner Kristin Jacobs	____ Yes ____ No
Commissioner Bruno Barreiro	____Yes ____No	Nick A. Inamdar	_____Yes _____No
James A. Cummings	____Yes ____No	George A. Morgan, Jr.	_____Yes _____No
Frank Frione	____Yes ____No	James A. Wolfe, P.E.	_____Yes _____No
Marie Horenburger	____Yes ____No		

INTERLOCAL AGREEMENT
Between
CITY OF DELRAY BEACH
And
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
For
THE FUNDING OF SHUTTLE BUS SERVICE
FOR THE DELRAY BEACH DOWNTOWN ROUNDABOUT

This Interlocal Agreement (the "Agreement") is being entered into this ___ day of _____, 2013, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33rd St., Pompano Beach, Florida 33064 (hereinafter referred to as the "**SFRTA**"), and the CITY OF DELRAY BEACH, 100 NW 1st Avenue, Delray Beach, FL 33444 (hereinafter referred to as the "**CITY**").

WITNESSETH:

WHEREAS, the **CITY** currently provides two shuttle bus routes that serve downtown Delray Beach and the beach via Atlantic Avenue within the City of Delray Beach (hereinafter referred to as the "Downtown Roundabout Shuttle Bus"); and

WHEREAS, SFRTA, as a regional provider of transit service, performs transit planning for the region as one of its functions, and has evaluated the **CITY's** existing two shuttle bus routes because the shuttles also serve **SFRTA**'s Delray Beach Tri-Rail Station; and

WHEREAS, based upon the evaluation, including a field review, on-board observation and counts of existing passengers, **SFRTA** operations staff has made recommended service modifications to the **CITY** to improve the productivity of the routes; and

WHEREAS, SFRTA has determined, based on the proposed service expansion and existing ridership data, that the Downtown Roundabout Shuttle Bus performs very well with high rider-per-hour scores and benefits Tri-Rail ridership; and

WHEREAS, SFRTA wishes to assist the **CITY** in implementing the proposed expansion of its Downtown Roundabout Shuttle Bus service on a demonstration basis for two years by providing funding to the **CITY**;

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

ARTICLE 1 – SHUTTLE BUS SERVICES

1.1 The **CITY** shall provide the Downtown Roundabout Shuttle Bus service based on the expansion of its service as identified on Exhibit "A" of this Agreement.

1.2 Although, **SFRTA** is providing funding for **CITY**'s Downtown Roundabout Shuttle Bus, **SFRTA** is not contracting with the **CITY** for shuttle bus service and the **CITY** is not acting as a contract provider of shuttle bus service to **SFRTA.** The **CITY** shall continue using its own contractor and buses and retain total responsibility for the operation of the service. The **CITY** is also responsible for compliance with all local, State and Federal laws and requirements relating to the Downtown Roundabout Shuttle Bus.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by both parties. The term of this Agreement shall be for two (2) years commencing on July 1, 2013, and terminating on June 30, 2015. At the end of the demonstration period, service will be evaluated for continued funding.

ARTICLE 3 – COMPENSATION

3.1 **SFRTA** shall provide operational funding for the Downtown Roundabout Shuttle Bus in an annual amount not to exceed $75,000 for Year 1 and $75,000 for Year 2.

3.2 **CITY** shall receive payment from **SFRTA** quarterly in an amount not to exceed one-fourth ($1/4^{th}$) of **SFRTA's** required annual contribution within forty-five (45) days from the date of a receipt of an invoice from the **CITY** for services performed during the prior quarter.

3.3 **SFRTA,** 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. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, SFRTA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by SFRTA's Governing Board.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 The **CITY**'s Project Manager for this Agreement shall be the Parking Facilities Manager of the **CITY** or a designee. **SFRTA**'s Project Manager shall be Operations Project Manager, or other authorized representative.

4.2 In consideration of **SFRTA**'s provision of funding for the Downtown Roundabout Shuttle Bus, the **CITY** shall provide monthly reports to **SFRTA** to enable **SFRTA** to report the Downtown Roundabout Shuttle Bus operating data as part of its National Transit Database ("NTD") reporting responsibilities. At a minimum, the monthly reports shall contain Daily Passenger Counts, Operator Manifests, Revenue Hours, Deadhead Hours, Monthly Revenue Miles, Deadhead Miles, Vehicles Operated, Fuel Gallons Consumed, Vehicle Maintenance Costs, and Number of Days Operated. The **CITY** shall provide such additional information as **SFRTA** requires it for its NTD reporting. NTD reporting data shall be transmitted to SFRTA within ten (10) calendar days from the last day of each month.

ARTICLE 5 – INSURANCE

5.1 Insurance shall be provided by **CITY**'s shuttle bus contractor, with the coverages and minimum limits contained in Exhibit B, attached to this Agreement. SFRTA shall be named as an additional insured on the contractor's Commercial General Liability and Automobile insurance policies.

ARTICLE 6 - TERMINATION

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

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

6.3 In the event either party terminates this Agreement for cause the terminating party shall have all remedies available to it under State law against the party being terminated and the party being terminated shall have available all rights available under State law to defend itself if the terminating party seeks to have any remedies opposed on it.

6.4 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time by giving sixty (60) days written notice to the other of its intent to terminate for convenience. In the event the CITY terminates this Agreement or ceases to continue the expanded service for the Downtown Roundabout Shuttle Bus, SFRTA shall cease paying the CITY under this Agreement from the date the Agreement or the service expansion is terminated.

ARTICLE 7 – CHANGES AND MODIFICATIONS

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

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

ARTICLE 8 - NOTICES

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

For CITY:	**For SFRTA:**
City of Delray Beach Attn: Municipal Services Director _____ _____	South Florida Regional Attn: Director of Operations 800 N.W. 33rd Street Pompano Beach, FL 33064
with a copy to: City of Delray Beach Attn: City Attorney _____ Delray Beach, FL 33432	with a copy to: South Florida Regional Transportation Authority Attn: Teresa Moore, General Counsel 800 NW 33rd Street Pompano Beach, FL 33064

ARTICLE 9 – STATE LAW AND VENUE

9.1 This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Palm Beach County, Florida, whether in state or federal court.

ARTICLE 10 – FORCE MAJEURE

10.1 In the event the performance by the **CITY** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which the **CITY** reasonably determines will interfere with its ability to perform, the **CITY** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof. In such event, **SFRTA** shall not be require to pay the **CITY** for the period of nonperformance.

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

ARTICLE 11 – SUCCESSORS AND ASSIGNS

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

ARTICLE 12 – JOINT PREPARATION

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

ARTICLE 13- SOVEREIGN IMMUNITY

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, duly authorized to execute same, and the **CITY OF DELRAY BEACH** signing by and through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2013.

ATTEST:

CITY OF DELRAY BEACH

Date: _____

_____
City Clerk

By: _____
Cary Glickstein
Mayor

Approved as to Form and Legal Sufficiency:

By: _____
City Attorney

ATTEST:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Date: _____

_____
Executive Director

By: _____
Chair

(Affirm Corporate Seal)

(Seal)

Approved as to Form and Legal Sufficiency:

By: _____
General Council

Approved by City Council on _, 20[redacted], Item # ____

EXHIBIT A
DOWNTOWN ROUNDABOUT SHUTTLE BUS EXPANSION

EXISTING SERVICE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TOTAL HRS./WK
Rte 1	6:30AM-7PM	6:30AM-7PM	6:30AM-7PM	6:30AM-7PM	6:30AM-7PM	0	0	62.5
Rte 2	7AM - 9PM	7AM - 9PM	7AM - 9PM	7AM - 9PM	7AM - 9PM	Noon - 8PM	Noon - 8 PM	86
							Total Hrs. Per Week	148.5

PROPOSED SERVICE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TOTAL HRS./WK
Rte 1	6 AM - 7PM	6 AM - 7PM	6 AM - 7PM	6 AM - 7PM	6 AM - 7PM	8 AM - 6PM	8 AM - 6PM	85
Rte 2	6:45A-11:15P	6:45A-11:15P	6:45A-11:15P	6:45A-11:15P	6:45A-11:15P	Noon - 11PM	Noon - 11PM	104.5
							Total Hrs. Per Week	189.5

EXHIBIT B
MINIMUM INSURANCE REQUIREMENTS

Exhibit "B"

Indemnification:

VENDOR shall defend, indemnify, save harmless, and exempt the **CITY**, **CRA,**, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to or death of persons or damage to property arising out of or resulting from the Contract or from work done by the **VENDOR** or subcontractors in the performance of the Contract except to the extent caused by the sole negligence of or breach of contract by the **CITY** or **CRA,**. In connection with any legal proceedings arising hereunder, the **CITY or CRA** reserves the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the **VENDOR**. Nothing in this contract shall be deemed to adversely affect the rights, privileges and immunities of the **CITY**, or **CRA,** as set forth in Florida Statute 768.28.

VENDOR agrees to protect, defend, reimburse, save, indemnify and hold the **CITY**, **CRA, SOUTH FLORIDA TRANSPORTATION AUTHORITY,** (hereafter **SFRTA**) or **COUNTY**, their successors or assigns, and their respective directors, officers, employees, servants and agents, free and harmless at all times, and against any and all suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of its use, possession, operation and maintenance of the trolley buses or the Project, and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence whether active or passive, of the **CITY**, **CRA, SFRTA and** or **COUNTY**, or anyone acting under the **CITY's**, **CRA's, SFRTA's** or **COUNTY's** direction or control. The **VENDOR** further agrees to indemnify, defend, save and hold harmless the **CITY**, **CRA, SFRTA** and **COUNTY**, their successors or assigns, and their respective directors, officers, agents, servants and employees, from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of any conduct or misconduct of the **VENDOR** not included in the paragraph above and for which the **CITY**, **CRA, SFRTA** or **COUNTY**, or their respective directors, officers, agents, servants or employees are alleged to be liable. **VENDOR'S** hold harmless and indemnity obligations described herein shall apply to the fullest extent permitted by law. **VENDOR'S** obligations hereunder shall include and encompass any liability which may inure or accrue to the **CITY**, **CRA, SFRTA** or **COUNTY**. Any compromise or settlement of any claim or satisfaction of judgment by **VENDOR** for itself, **CITY**, **CRA, SFRTA** or **COUNTY** shall not relieve **VENDOR** of its 'obligations to any entity not included within or made a party to such settlement or satisfaction.

Commercial General Liability Insurance: Shall be written on the most current ISO Occurrence Form, or equivalent, to cover legal liabilities arising from premises and operations, independent **VENDOR'S**, contractual (indemnification) agreement, products and completed operations, personal injury and XCU exposures as required by the work to be performed under this Contract, unless waived by the **CITY**. The combined bodily injury and property damage limit shall not be less than $1,000,000 per occurrence with an annual aggregate of $2,000,000.

Automobile Liability Insurance: Shall be maintained in accordance with the laws of the State of Florida to cover the ownership, maintenance and/or use of all owned, non-owned, or hired vehicles as required by the work to be performed under this Contract. The combined bodily injury and property damage limit shall not be less than $5,000,000 per occurrence.

Workers' Compensation Insurance: Shall be provided and maintained in accordance with Statutory Requirements of the State of Florida. Included shall be Employee's Liability Insurance to protect against on-the-job injury or illness which may not fall within the provisions of the Florida State's Workers' Compensation Law. The limits shall be no less than $500,000 each accident, and an occupational disease limit of $500,000 per employee/$500,000 aggregate.

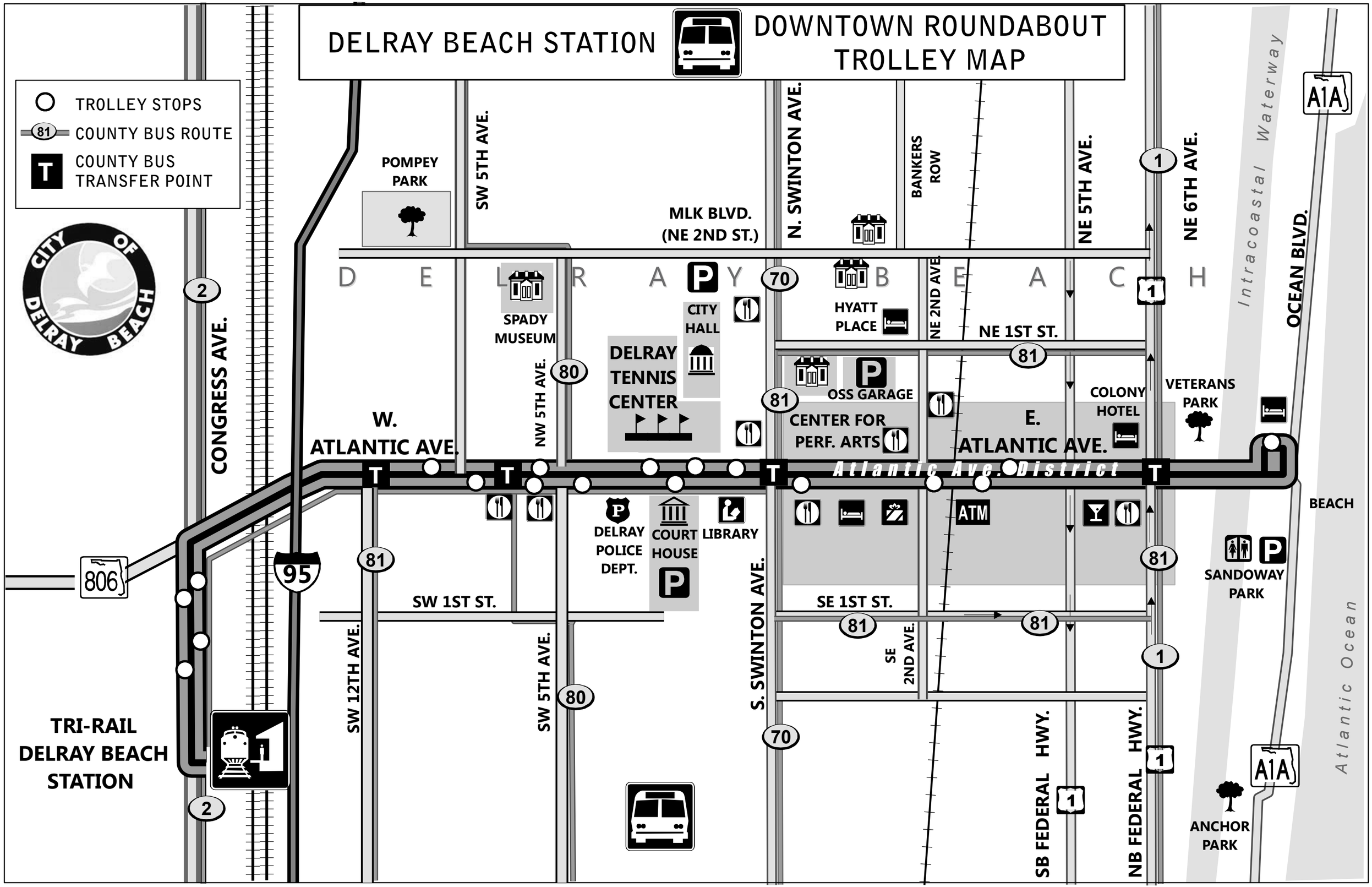
Additional Insured: The **CITY OF DELRAY BEACH, CRA, SFRTA and COUNTY** shall be included as an additional insured by way of the most current ISO endorsement, or its equivalent, on the vendor's liability insurance policies required under this contract.

Evidence of Insurance: Prior to the commencement of any work by the **VENDOR** under this Contract the **CITY** must receive and approve Certificates of Insurance evidencing provision of the insurance coverage and requirements as required by this Contract. Certified copies of the policies will be provided if requested by the **CITY**. Renewal Certificates shall be provided to the **CITY** at least ten (10) days prior to the expiration of any policy.

If at any time the **VENDOR** fails to maintain, or provide evidence of insurance coverage required by this Contract, all work may be halted by the **CITY**.

Cancellation/Changes/Renewal: At least thirty (30) days written notice must be given to the **CITY** of any cancellation, intent to non-renew, or material reduction or change in insurance coverage.

DELRAY BEACH STATION DOWNTOWN ROUNDABOUT TROLLEY MAP



Tracking No. 06071331 AGENDA ITEM NO. R3

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013

AGENDA ITEM REPORT

☐ Consent ☒ Regular

SFRTA PURCHASE OF PARKING SPACES
TO FACILITATE IMPLEMENTATION OF THE WEST PALM BEACH TRANSIT ORIENTED DEVELOPMENT

REQUESTED ACTION:

MOTION TO APPROVE: Purchase and Sale Agreement for Purchase of 250 Parking Spaces for $3,000,000.00 to Facilitate Implementation of the West Palm Beach Transit Oriented Development between the South Florida Regional Transportation Authority ('SFRTA") and Transit Village, LLC ("TV") (the " P/S Agreement"), subject to approval of the P/S Agreement by Palm Beach County.

SUMMARY EXPLANATION AND BACKGROUND:

Palm Beach County and TV entered into an agreement dated August 14, 2012, for the purchase and sale of property in and around SFRTA's West Palm Beach Tri-Rail Station (the "TV-PBC Agreement"), which property shall be developed and constructed as a transit-oriented development (the "WPB TOD"). The TV-PBC Agreement requires TV to enter into a binding agreement with SFRTA to provide SFRTA with 250 parking spaces within a structured parking garage located at the WPB TOD to replace its existing surface parking and address its future parking requirements. On January 25, 2013, the SFRTA Board approved the non-binding Letter of Intent to Purchase Parking Spaces from TV for $3 million (see Exhibit 1). The LOI called for a subsequent Purchase and Sale Agreement to be negotiated between the parties. The P/S Agreement has been negotiated between the parties and is being presented to the SFRTA Board for its consideration (see Exhibit 2). Palm Beach County must still approve the P/S Agreement before it can be executed by TV, so that is included as a condition in the requested motion.

Department: Legal
Project Manager: Teresa Moore

Department Director: Teresa Moore
Procurement Director: N/A

FISCAL IMPACT: Monies will be budgeted in SFRTA's FY 2014-2015 Capital Budget

EXHIBITS ATTACHED:
Exhibit 1: Letter of Intent
Exhibit 2: P/S Agreement
Exhibit 3: Summary of Key Terms in the P/S Agreement

AGENDA ITEM NO. R3

SFRTA PURCHASE OF PARKING SPACES
TO FACILITATE IMPLEMENTATION OF THE WEST PALM BEACH TRANSIT ORIENTED DEVELOPMENT

Recommended by: _____
Department Director Date

Approved by: _____ 5/31/13
Procurement Director Date

Authorized by: _____ 5/31/13
Executive Director Date

Approved as to Form by: _____ 5-31-13
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams	____Yes ____ No	Commissioner Kristin Jacobs	____Yes ____No
Commissioner Bruno Barreiro	____Yes ____No	Nick A. Inamdar	____Yes ____ No
James A. Cummings	____Yes ____No	George A. Morgan, Jr.	____Yes ____No
Frank Frione	____Yes ____No	James A. Wolfe, P.E.	____Yes ____No
Marie Horenburger	____Yes ____No		

EXHIBIT 1

Letter of Intent

To Provide For SFRTA Purchase of Parking Spaces

To Facilitate Implementation Of The West Palm Beach Transit Oriented Development

Parties: South Florida Regional Transportation Authority ('SFRTA") and Transit Village, LLC ("TV"), its successors or assigns

This Letter of Intent ("LOI") sets forth the basic terms and conditions of a proposed transaction being discussed by the parties. This LOI is non-binding and is subject to the execution of definitive and legally binding agreements. This LOI, is intended to address the condition of Section 2.9 of the Easement Agreement Granted by Palm Beach County to South Florida Regional Transportation Authority Relating to Property Located at the West Palm Beach Tri-Rail Station, dated Mary 17, 2009, (the "Easement Agreement"), which is attached hereto and incorporated herein as Exhibit 1 and Section 2.1.5 of the Agreement for Purchase and Sale between Transit Village, LLC and Palm Beach County, dated August 14, 2012 (the "TV-PBC Agreement") which is attached hereto and incorporated herein as Exhibit 2. This LOI is intended to provide the basic terms and conditions of a proposed transaction being discussed by the Parties with the expectation that mutually acceptable final agreements will be brought forward for approval to the SFRTA Governing Board within the next 90 - 120 days.

RECITALS

A. SFRTA is desirous of assisting and providing its support in the implementation of the West Palm Beach Transit Oriented Development ("TOD") and has heretofore participated on the Selection Committee and as a Partner as defined in Palm Beach County "RFP NO. 2009-104-RCH, Requests For Proposals (RFP) To Lease or Purchase Property Known as the Wedge Property Within the City of West Palm Beach and the Proposed Transit Oriented Development District" ("RFP"). During its participation SFRTA recommended, along with all of the other public agencies on the RFP Selection Committee the unanimous qualification and selection of TV to Palm Beach County (the "County").

B. By way of background: (i) the County issued the RFP; (ii) TV responded to the RFP (the "TV Response"); (iii) the TV Response was unanimously deemed qualified and acceptable by the Selection Committee (of which SFRTA, the City of West Palm Beach (the "City"), Treasure Coast Regional Planning Council and State of Florida Department of Transportation ("FDOT") were also members thereof); (iv) TV was selected by the County to enter into negotiations to acquire the property known as the Wedge Parcel (the "Property," as more particularly defined in the TV-PBC Agreement), for the purpose of developing a TOD on the site; (v) SFRTA was provided an opportunity to review and comment on the TV-PBC Agreement prior to the County's approval and execution and did so and supported the County and TV in their efforts to execute the TV-PBC Agreement; and (vi) TV and the County have entered into the TV-PBC Agreement. As set forth in Paragraph 2.9 of the Easement Agreement, TV is required to negotiate with SFRTA, as outlined herein, prior to TV and the County closing

on the sale of the Property; and (vi) TV is negotiating separately with the City to acquire the Tamarind Parcel, as that term is defined in the Triple Net Lease.

C. TV's response to the RFP provides for SFRTA Parking Spaces, as defined below, to be located within a structured parking garage (the "Parking Garage") to be developed by TV on the Property, of which the Easement Parcel, as defined below, is a part. This LOI generally outlines the terms upon which TV will develop and condominiumize the Parking Garage and sell to SFRTA and SFRTA will purchase Two Hundred Fifty (250) condominium SFRTA Parking Spaces for members of the public using the Tri-Rail Station to satisfy (i) the condition in Section 2.9 of the Easement Agreement, which requires that any third party developer of the Easement Premises (as defined in the Easement Agreement) shall "include, as part of any new development of the Easement Premises, 250 parking spaces for the public using the Tri-Rail Station"; and (ii) to satisfy Section 3.6.1.3 of the TV-PBC Agreement, which requires TV "to have entered into an agreement with SFRTA for the construction, operation and maintenance of the SFRTA Parking Spaces and delivered a copy of said Agreement to the County." The land described as the Easement Premises in the Easement Agreement and Easement Parcel in this LOI is the same. TV also is responsible for addressing, in an agreement with Palm Beach County, the County Parking Spaces, pursuant to Section 2.6 of the TV-PBC Agreement. County Parking Spaces are defined in Section 1.16 of the TV-PBC Agreement to be forty (40) employee parking spaces, which will be used for County and/or SFRTA employees.

D. The terms SFRTA Property and SFRTA Parking Spaces shall have the meanings set forth in the TV-PBC Agreement. The SFRTA Parking Spaces are to be part of the Intermodal Transit Center ("ITC"), as defined in the TV-PBC Agreement, and shall be condominiumized pursuant to Florida law and all references herein to the SFRTA Parking Spaces shall mean the SFRTA Parking Spaces, as condominiumized.

E. The following transit uses now occur at the Tri-Rail Station: (i) SFRTA uses the north and south platforms that are part of the Tri-Rail Station in the operation of its Tri-Rail commuter rail passenger service ("Tri-Rail"); (ii) Tri-Rail operates on track located within the South Florida Rail Corridor ('SFRC"); (iii) the SFRC is owned by FDOT; (iv) a station terminal building ("Terminal") is located on a portion of the east platform of the Tri-Rail Station that is owned and operated by the City; (v) an intermodal transit center ("ITC") owned and operated by the County is located to the west of the SFRC and has upon it an eighteen (18) bus bay hub used for Palm Tran bus service; (vi) the City operates a trolley stop adjacent to these uses; (vii) the platforms and the Terminal are also used by Amtrak's intercity passenger rail service; and (viii) the Terminal is shared with the Greyhound bus line and its passengers. The uses described in (i) through (vii) above are hereinafter collectively referred to as "Transit Uses."

F. The passenger parking and drop-off areas for Tri-Rail service at the Tri-Rail Station are situated on parcels of land, located outside of, but adjacent to, the SFRC and the Transit Uses. Those two (2) parcels, which are owned the County and the City, respectively, consist of:

(i) The County Property, as defined in the Easement Agreement (the "Easement Parcel"); and

(ii) The City parcel, as described in Exhibit A to that Triple Net Lease Agreement (the "Triple Net Lease") dated February 27, 2004, between the City and SFRTA (the "Tamarind Parcel").

An aerial photograph of the Easement Parcel and the Tamarind Parcel (collectively referred to herein as the "Parcels") is attached to this LOI as Exhibit 3. The Parcels are intended to be developed by TV as part of a Transit Oriented Development ("TOD").

G. The Easement Agreement and Triple Net Lease are hereinafter referred to as the "Use Agreements" The Use Agreements provide conditions under which they may be terminated by the County or City, respectively, or for which they may be terminated by mutual agreement, or expire.

H. SFRTA has stated that it desires to purchase Two Hundred Fifty (250) parking spaces for the public using the Tri-Rail Station and Tri-Rail employees. TV agrees to this condition and to this continued use.

I. The Federal Transit Administration ("FTA") of the United States Department of Transportation maintains an interest in the Parcels through the use of FTA funds for improvements to the Parcels (FTA Grant Nos. FL-04-0039 and FL-04-0097)(the "FTA Grant Funds"). The FTA Grant Funds invested in the Easement Parcel total One Million One Hundred Seventy One Thousand Two Hundred Ninety One and 00/100 Dollars ($1,171,291.00) and were used to construct Tri-Rail public and employee parking spaces ("Tri-Rail Parking Spaces"). SFRTA has committed through an agreement with the City to contribute FTA Grant Funds totaling Eight Hundred Twenty-Three Thousand Eight Hundred Two and no/100 Dollars ($823,802.00) for improvements to the Tamarind Parcel.

J. The FTA Grant Funds expended, or to be expended, on the Parcels total One Million Nine Hundred Ninety Four Thousand Two Hundred Ninety One and 00/100 Dollars ($1,994,291.00) (hereinafter referred to as the "Federal Investment"). It is the Parties desire to encourage the development of the TOD as an incidental use to the Transit Uses and to provide that this TOD not interfere with or restrict, but be incidental to the Transit Uses. Accordingly, TV will seek, and SFRTA will participate with TV, at no cost or liability to SFRTA, in obtaining the approval of the FTA that TV's construction and related activities in developing the TOD will not be subject to requirements in the FTA grants (the "Federal Requirements"). Should TV be subject to the Federal Requirements, the Parties agree that, to the extent possible, they will restructure the terms of this transaction so that the Federal Investment does not subject TV to the Federal Requirements.

TERMS

1. Design/Permitting/Construction. As part of the TOD, TV and SFRTA will enter into an agreement pertaining to the sale and purchase of the SFRTA Parking Spaces in the Parking Garage ("Sale and Purchase Agreement").The Sale and Purchase Agreement will provide, for, amongst other things, that during the design and construction phase of the Garage:

(a) TV shall: (i) cause the design, permitting and construction of the Parking Garage to include the 250 SFRTA Parking Spaces to be owned by, and for the exclusive use of, SFRTA; (ii) cause the SFRTA Parking Spaces to be located at a mutually determined location within the Parking Garage in satisfaction of the requirements listed herein, including, but not limited to, those listed in Paragraph 2(g)(1); and (iii) provide for Drop Off Areas at ground level for general public use as provided on the Level 1 Plan attached as Exhibit C to the TV-PBC Agreement, subject to such normal rules of operation (which rules shall be subject to SFRTA's approval, which shall (i) not be unreasonably withheld or delayed; and (ii) shall be initially presented to SFRTA prior to the issuance of a building permit for the Parking Garage).

(b) Prior to the commencement of construction of the Parking Garage, TV shall provide SFRTA with the same information as it provides to the County so that SFRTA shall have the right to present its review and comments (at its cost and without unreasonable delay) to/with the County's review and comment. SFRTA's comments shall be limited to non-binding suggestions to the County so that SFRTA's comments may be included in the County's response to TV as provided in the TV-PBC Agreement. The County shall have the sole right to determine whether or not to include the SFRTA's comments within its response to TV. Notwithstanding the foregoing, SFRTA's comments to the County shall be limited to comments relating to the design of and construction plans for the Parking Garage, including, without limitation, the foundation, structural, electrical, plumbing, fire/life safety, ingress and egress and mechanical drawings and specifications as more fully set forth in the Construction Plans as defined in the TV-PBC Agreement. It is noted that the construction of the SFRTA Parking Spaces shall be performed with the same materials and quality of construction as the other parking spaces available to the general public in the Parking Garage and that there shall not be any special requirements or specifications pertaining to the SFRTA Parking Spaces unless specifically agreed to by TV.

(c) SFRTA's financial assurance of its ability to pay the Purchase Price, as hereinafter defined, subject to the limitation that SFRTA cannot assume multi-year fiscal obligations, nor can it commit future funds.

(d) TV's financial assurance of its ability to construct the Parking Garage and all improvements required for ingress and egress to an adjacent public street including a payment and performance bond, all in compliance with the TV-PBC Agreement.

(e) Transfer of the FTA's interest in the Federal Investment to the SFRTA Parking Spaces and the termination of the FTA's interest in the Parcels.

(f) Tax considerations for TV, so that any consideration received by TV shall not be phantom income as a result of the Federal Investment.

(g) The parties will comply with existing agreements and laws. During construction, SFRTA shall have the right to inspect and examine the Parking Garage and associated facilities from time to time (the "Inspections"). TV shall cooperate, and shall cause its general contractor and any other contractors, subcontractors, employees and agents to cooperate, with the Inspections. In conducting the Inspections, SFRTA will use its commercially reasonable efforts (i) not to interfere with the progress of construction of the Parking Garage; and (ii) to cause the Inspections to coincide with inspections by the County. In addition, TV

shall provide SFRTA with a copy of all reports, studies, test results and data provided to the County regarding the construction of the Parking Garage and all roadway and traffic improvements required for ingress and egress to the Parking Garage, including any changes in the Plans and Construction Plan as provided for in the TV-PBC Agreement.

(h) For thirty (30) days after Closing, TV shall cooperate with SFRTA in acclimating Tri-Rail passengers to use of the SFRTA Parking Spaces, including SFRTA's preparation and distribution of collateral material informing Tri-Rail passengers about use of the SFRTA Parking Spaces.

(i) Such other normal and customary provisions reasonably acceptable to TV, SFRTA and, if applicable, the FTA, as are contained in sale and purchase agreements (including development matters for similar projects).

2. Purchase Terms. The Sale and Purchase Agreement shall also provide for the sale by TV and the purchase by SFRTA of the 250 SFRTA Parking Spaces as condominium units including an undivided interest in the common elements of the Parking Garage:

(a) Exclusive Ownership. The Sale and Purchase Agreement shall provide, amongst other things, that the 250 SFRTA Parking Spaces shall be used solely for parking for members of the public using Tri-Rail's commuter rail service (unless otherwise determined solely by SFRTA), provided however the enforcement of said use rights shall be at the expense of the SFRTA.

(b) Purchase Price. The Purchase Price of the SFRTA Parking Spaces, including an undivided interest in the common elements of the Parking Garage, shall be Three Million and no/100 Dollars ($3,000,000.00) in cash (the "Purchase Price") to be paid to TV upon issuance of a temporary Certificate of Occupancy (or Completion) for the Parking Garage that allows use of the SFRTA Parking Spaces by the public. TV acknowledges the Federal Investment of One Million Nine Hundred Ninety-Four Thousand Two Hundred Ninety-One and no/100 Dollars ($1,994,291.00) in the Easement Parcel and Tamarind Parcel and, TV has previously reduced the Purchase Price to take into account the Federal Investment in the the SFRTA Parking Spaces.

(c) Purchase Price All Inclusive. Notwithstanding the foregoing, except for the payment of the Purchase Price, SFRTA shall not be subject to any payments or assessments for the design, permitting and construction of the Parking Garage or for the conveyance to it of the SFRTA Parking Spaces, including, but not limited to, any building permit fees, impact fees, connection, tap and/or water and sewer impact fees, fire line charges, or other fees or special assessments imposed for the capital needs of any governmental unit, including, but not limited to, traffic impact fees, traffic signal contributions or roadway improvement costs arising from development and construction of the TOD, the Parking Garage and/or the SFRTA Parking Spaces, except for maintenance assessments by the Condominium Association and/or any covenants, restrictions and easements ("REA") associated with the TOD.

(d) Conveyance. Good, marketable and insurable title to the SFRTA Parking Spaces shall be conveyed by special warranty deed, free and clear of all liens and encumbrances, except as provided in the Condominium Documents and/or the REA. At

Closing, there shall also be no lien, encumbrance, threat of litigation or other legal action encumbering or involving the SFRTA Parking Spaces, Parking Garage or TOD that would or may affect title to, or restrict access to or use of, the SFRTA Parking Spaces.

(e) Closing. The payment of the Purchase Price and the delivery of title to the SFRTA Parking Spaces shall occur within ten (10) business days after satisfaction of all Closing Conditions set forth in the Purchase Agreement, including, but not limited to, issuance of a temporary Certificate of Occupancy (or Completion) for the Parking Garage by the applicable governmental entities with jurisdiction that allows use of the SFRTA Parking Spaces by the public. SFRTA shall pay all closing and transfer costs (except those that it is exempt from paying as a governmental entity, e.g. documentary stamps), including, but not limited to, title insurance premiums.

(f) Condominium/REA. Prior to commencement of the construction of the Parking Garage, SFRTA and TV shall cooperate in the drafting and execution of Condominium Documents and REA providing access for Tri-Rail users to and from the SFRTA Parking Spaces, the Parking Garage and the Tri-Rail Station and the Drop Off Areas (the "Project Documents"), without additional cost to SFRTA, although the SFRTA shall bear its own costs associated with same. The Project Documents shall provide for, without additional cost to SFRTA, nonexclusive, perpetual vehicular and pedestrian easements over and across the Common Elements of the Parking Garage together with driveway, elevated pedestrian walkways and sidewalk areas and access in the TOD so as to permit access to and from the SFRTA Parking Spaces and the Tri-Rail Station from the Parking Garage for ingress, egress and maintenance.

(g) Other Purchase Terms. The Sale and Purchase Agreement shall also include and or account for the following (either by separate provisions or separate exhibit(s)) the following, which list is not meant to be all-inclusive:

(1) The SFRTA Parking Spaces conveyed to SFRTA shall: (i) be available to the public 24/7; (ii) be contiguous (either vertically or horizontally) and be in the same general location on each floor (if on multiple floors); (iii) have elevator access to and from each floor to an elevated pedestrian walkway and to the ground floor so as to provide access to other transportation modes; (iv) have access to and from either Clearwater Drive or Banyan Boulevard; (v) include the number of ADA accessible spaces designated by SFRTA and required by law and which shall be considered part of the 250 SFRTA Parking Spaces; (vi) have a minimum length and width per parking space as provided by the applicable building code or Florida statute; (vii) include no tandem spaces; and (viii) have electrical outlet(s), water provided by hose bibs and water accessible to the SFRTA Parking Spaces on each floor on which the SFRTA Parking Spaces are located, separately metered to SFRTA and use paid for by SFRTA .

(2) In addition to the SFRTA Parking Spaces, SFRTA may elect to include in the Sale and Purchase Agreement, a request that TV also provide to SFRTA, at SFRTA's cost, the following for SFRTA's use: (i) wiring for security monitoring, and (ii) separation (by signage, access card, gate or other method) of the SFRTA Parking Spaces from other spaces in the Parking Garage. If requested, TV shall require in its bids for construction of the Parking Garage the inclusion of the amenities in (i) and (ii) as options and SFRTA shall reimburse TV

using the option prices included in the winning contractor's bid upon submittal of proof of payment of the contractor's invoice for installation of the amenities.

(3) TV shall provide SFRTA's identification and directional signage, at no cost to SFRTA. SFRTA shall have approval over said signage and its locations, which signage may be required to be incorporated into and with other signage as agreed upon between the Parties as part of the TOD signage program, including, but not limited to, identification signs identifying the SFRTA Parking Spaces (as opposed to other parking spaces in the Parking Garage) and directional signs to the SFRTA Parking Spaces and Tri-Rail Station to be placed at strategic locations within and around the TOD, as mutually agreed to by the Parties and as permitted by appropriate governmental regulation, so to assist in directing Tri-Rail patrons to and from the SFRTA Parking Spaces, the Drop Off Areas and the Tri-Rail Station. Each identification and directional sign and its size and dimension and locations shall be subject to the approval of TV, which shall not be unreasonably withheld.

(4) The following operational, maintenance and other costs associated with the SFRTA Parking Spaces shall be allocated by the fraction created by: (i) 250 being the numerator and the number of total parking spaces in the Parking Garage being the denominator: (ii) janitorial; (iii) structural repairs; (iv) replacement of lights; (v) maintenance/repairs; (vi) repair after casualty; (vii) hazardous materials (to be defined in the Sale and Purchase Agreement)(no party shall use, or permit the use of hazardous materials in the Parking Garage and TOD); and (ix) cost of utilities. Any improvements made per subparagraph (2) above shall be limited common elements of SFRTA (the "SFRTA Limited Common Elements") and any costs associated with their construction and maintenance shall be limited common expenses of SFRTA.

(5) Special considerations: (i) maintaining tax exempt status of the SFRTA Parking Spaces; (ii) satisfying Federal Requirements, if any; (iii) unique considerations related to SFRTA operations, including, but not limited to, non-interruption of access and prohibitions against blocking or otherwise restricting the use of driveway aisles; (iv) because SFRTA, as a governmental entity, cannot assume multi-year fiscal obligations, nor can it commit future funds, the failure to pay any condominium assessment shall be subject to default and notice and opportunity to cure provisions mutually agreeable to both Parties; and (v) provision for non-exclusive Drop Off Areas at ground level at no additional cost to SFRTA as provided in the Level 1 Plan (Exhibit C to the TV-PBC Agreement). Any changes to the Level 1 Plan that impact the Drop Off Areas shall be subject to SFRTA's prior written approval, which shall not be unreasonably withheld.

(6) Establishment of a Condominium Association and, if applicable, a Property Owners' Association. There may be a separate condominium or multi-condominiums for the Parking Garage.

(7) Except as provided in the Project Documents, the SFRTA Parking Spaces shall be excluded from any assessment district created by TV to fund the construction and/or operation of the Parking Garage and/or TOD.

(8) In the event TV elects to make additional improvements to the Parking Garage or TOD ("Additional Improvements") after the sale of the SFRTA Parking Spaces, TV

shall inform SFRTA at least six (6) months in advance of applying to the applicable governmental entities for approval of the Additional Improvements and provide full and complete copies of its application and plans. Any Additional Improvements shall be subject to SFRTA's prior written consent, which, if the Additional Improvements do not materially and adversely affect the rights and obligations of SFRTA or the use of the SFRTA Parking Spaces, shall not be unreasonably withheld. The construction of any Additional Improvements shall be completed in a manner which will minimize disruption to the use of the SFRTA Parking Spaces.

(h) Maintenance Costs. After Closing, SFRTA shall be responsible for all Common Expenses, including operational, maintenance and any other cost associated with the SFRTA Parking Spaces or as associated with the SFRTA Limited Common Elements elected under subparagraph (g)(2) above as established in a condominium's annual budget to be agreed upon. SFRTA shall have the option of using its own contractors to operate and/or perform any maintenance work on work involving only the SFRTA Parking Spaces and SFRTA Limited Common Elements. Should SFRTA elect to use its own contractors to operate and/or maintain the SFRTA Parking Spaces and the SFRTA Limited Common Elements, the agreed-upon operational, maintenance, and other costs directly associated with the SFRTA Parking Spaces that was billed monthly shall be adjusted by TV and/or the Condominium Association, as provided for in the Project Documents. SFRTA shall use its best efforts to provide sufficient notice to TV or the Condominium Association of SFRTA's election of its maintenance option so that condominium's annual budget and allocations can be adjusted accordingly.

(i) County Parking Spaces. The TV-PBC Agreement provides that County Parking Spaces, totaling forty (40) parking spaces, includes twenty-five (25) spaces allocated to SFRTA and fifteen (15) spaces allocated to the County for employee parking. SFRTA agrees that the twenty-five (25) of the County Parking Spaces were intended for Tri-Rail employee use and the SFRTA agrees that the total 250 Tri-Rail Parking Spaces are sufficient to accommodate both customer and employee uses and that SFRTA waives its rights to require TV or the County to provide the twenty-five (25) parking spaces for SFRTA employees. SFRTA agrees that this arrangement will satisfy the requirement with respect to the County Parking Spaces as to the SFRTA as provided in the TV-PBC Agreement.

The SFRTA has no objection to the fifteen (15) employee parking spaces allocated to the County being situated within the area designated for the SFRTA Parking Spaces. These County parking spaces shall not count towards the 250 Tri-Rail Parking Spaces and shall be at no cost to SFRTA.

(j) Termination

(a) The obligations of TV, the County and/or the City regarding the Tri-Rail Parking Spaces shall terminate and TV shall have no additional obligations relating to the Tri-Rail Parking Spaces as of the date on which TV begins construction of the Parking Garage, except as provided to the contrary in the Sale and Purchase Agreement or the Project Documents.

(b) This LOI or the Sale and Purchase Agreement, prior to Closing, may be terminated by either Party pursuant to the requirements of Paragraphs 7.1 and 7.2 of the TV-PBC Agreement. If TV defaults under the TV-PBC Agreement for whatever reason prior to

Closing, SFRTA shall have the right to terminate the LOI or the Sale and Purchase Agreement, or both, whichever is/are applicable.

(c) SFRTA shall have the right to terminate the Sale and Purchase Agreement, in the event TV defaults under the either the TV-PBC Agreement or the Purchase and Sale Agreement for whatever reason. If TV or SFRTA defaults under the Sale and Purchase Agreement, the default procedure outlined in Paragraphs 7.4 and 7.5 of the TV-PBC Agreement, as applicable, shall be available to each Party (where SFRTA shall be substituted for the County) except that in Paragraph 7.4, SFRTA shall have the right to terminate the Sale and Purchase Agreement and seek monetary damages against TV for the loss of the Tri-Rail Parking Spaces if the Tri-Rail Parking Spaces are no longer available to SFRTA substantially as currently configured. Should such default occur and the Tri-Rail Parking Spaces are no longer available to SFRTA, TV shall use its best efforts to have any Temporary Parking Spaces, as defined below, assigned to SFRTA at no cost to SFRTA, or the timeframe for use of the Temporary Parking Spaces by SFRTA extended at no cost to SFRTA. Either event shall be considered in calculating any monetary damages owed to SFRTA by TV for the loss of the Tri-Rail Parking Spaces.

3. Interim Parking. Reasonable, mutually satisfactory arrangements shall be made for temporary parking spaces ("Temporary Parking Spaces") during construction of the Parking Garage and until issuance of a temporary Certificate of Occupancy (or Completion) allowing for usage of the SFRTA Parking Spaces by the public. At all times during the construction of the Parking Garage, TV shall provide the Temporary Parking Spaces. The Temporary Parking Spaces shall be in close proximity to the Tri-Rail Station and provided at no cost to SFRTA. For purposes of this Agreement, close proximity shall mean within either (i) a ¼ mile walking distance or (ii) over a ¼ mile but no more than ½ mile and where shuttle service is provided from the parking spaces to the Tri-Rail Station at no cost to SFRTA or SFRTA patrons and coordinated with the schedule for each train. SFRTA shall provide TV with the amount of Temporary Parking Spaces needed for weekdays, holidays and weekends, which amount may vary. TV agrees that SFRTA shall be permitted to relocate its existing bike lockers to a mutually agreeable location while it is using the Temporary Parking Spaces. TV has expressed its intention to locate the Temporary Parking Spaces immediately east of Tamarind Avenue across from the Tri-Rail Station and, if so, shall provide a temporary pedestrian access easement to SFRTA, subject to SFRTA's approval, which will give convenient access across the Tamarind Parcel from Tamarind Avenue to the Tri-Rail Station Terminal for use by Tri-Rail users and employees. Such access shall commence upon TV's taking ownership of the Tamarind Parcel and continuing through completion of construction and the issuance of a temporary Certificate of Occupancy (or Completion) allowing for usage of the SFRTA Parking Spaces by the public. In the event TV provides the Temporary Parking Spaces at another location, TV shall provide pedestrian access to the Tri-Rail Station for Tri-Rail users and employees, subject to SFRTA's approval, which approval will not be unreasonably withheld.

4. Compliance with Laws. TV and SFRTA will comply with all applicable laws and regulations, including, but not limited to, Americans with Disabilities Act ("ADA") and environmental laws.

5. Cross Easements. TV intends that its development of the TOD and the Parking Garage will connect to portions of SFRTA's existing improvements and TV's development will cross

above the SFRC tracks. Accordingly, for so long as such easements do not materially interfere with Tri-Rail's operations as determined by SFRTA, in its sole discretion, exercised reasonably, SFRTA shall grant or, SFRTA shall consent, if required, to TV obtaining from the State, the City and the County, its successors and assigns, the necessary access, utility and other required easements and property rights to its supporting columns required to permit TV's intended development. SFRTA shall grant or, SFRTA shall consent, if required, to TV seeking from FDOT, the City and the County a temporary construction easement to enter upon the SFRTA Property or the FDOT, City or County Property for the purpose of constructing the columns and footers to be located within the SFRTA Property or the FDOT, City or County Property (the "Column/Footer Property"). When construction of the columns and footers is completed, to the extent the columns and footers are constructed on SFRTA Property, SFRTA will convey, by special warranty deed, to TV the SFRTA Property on which the columns and footers are located. SFRTA shall consent, if required, to FDOT, the City or the County conveying the property on which the columns and footers are located such that TV will own the columns and footers in fee simple. TV shall have the right to request connection to the current cross-over at TV's expense so long as such connection does not adversely impact Tri-Rail operations. Furthermore, TV acknowledges the advice of SFRTA that TV's development on the SFRC may be subject to provisions of the Operating and Management Agreement (Phases A or B) ("OMAPA"), between State and CSX Transportation, Inc., or such replacement agreement as may be in effect at the time TV seeks such approvals (the "State Agreements"). TV acknowledges that SFRTA currently has no control over either the approvals required from State, County and City under this Paragraph and SFRTA makes no representations or warranties that such approval will be granted. As a requirement for providing TV or TV's contractors access to the SFRTA Property and to perform any construction activities on the SFRTA Property, SFRTA will require TV to provide SFRTA with the same commercial general liability insurance coverage and indemnification protections as TV is required to provide to the County under the TV-PBC Agreement.

6. Termination of Use Agreements. Provided SFRTA and TV have negotiated a definitive agreement as contemplated by Paragraph 2.9 of the Easement Agreement in the form of a Sale and Purchase Agreement, SFRTA agrees to terminate the Easement Agreement, subject to the TV-PBC Agreement, simultaneously with the closing of TV's purchase of the Easement Parcel from the County provided (i) the County also consents; and (ii) Temporary Parking Spaces acceptable to SFRTA are provided for Tri-Rail patrons and employees during the construction of the Parking Garage. In addition, subject to TV reaching agreement with the City for the sale of the Tamarind Parcel to TV, SFRTA agrees to negotiate the terms of the termination of its leasehold interest in the Tamarind Parcel with such termination to occur simultaneously with the closing of TV's purchase of the Tamarind Parcel, and subject to the continuing access requirements for Tri-Rail patrons and employees set forth in paragraph (3) above.

7. No Representations/As Is. TV represents that it is a knowledgeable buyer/developer of real estate and that it shall have conducted such inspections and investigations of the Property and/or the Tamarind Parcel, including but not limited to, the physical and environmental conditions thereof, and shall rely upon same. TV agrees that it shall not hold SFRTA responsible for any and all such environmental conditions and liabilities arising from any and all environmental conditions on the Property (whether before or after the conveyance), as well as any such adverse environmental conditions caused by TV, its agents, contractors or any other

party including SFRTA, regardless of the cause, and regardless of when the liability arose. Such responsibility shall include, but not be limited to, any costs associated with remediation of any and all adverse environmental conditions on or from the Property or Tamarind Parcel pursuant to applicable laws and regulations and any and all damages owed to third parties resulting from such adverse environmental conditions.

TV represents that is not relying upon, SFRTA and/or any third party on behalf of SFRTA, and SFRTA and/or any third party on behalf of SFRTA have made no representations or warranty of any nature whatsoever, concerning this transaction, including, but not limited to: (i) the quantity, quality or physical or environmental condition thereof; (ii) the merchantability of the Property for any particular purpose; or (iii) the economic prospects or future economic performance of the Property.

8. No Waiver of Sovereign Immunity. SFRTA is subject to the limited waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, which permits actions at law in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an SFRTA employee acting within the scope of the employee's office or employment. The Parties acknowledge that the foregoing shall not constitute an agreement by SFRTA to indemnify TV for any negligent or wrongful acts or omissions, nor to waive sovereign immunity, nor to waive any defense that SFRTA may have under such statute, nor as consent to be sued by third parties.

9. Approvals. SFRTA will, at no cost or liability to SFRTA, cooperate with TV so that TV is able to apply for any and all governmental approvals, and grants reasonably required for TV's proposed development, including the SFRTA Parking Spaces, providing such approvals do not adversely impact SFRTA's Tri-Rail commuter rail service.

10. Covenant Not to Sell. TV covenants not to sell the SFRTA Parking Spaces to a third party.

This LOI is subject to approvals of the SFRTA Governing Board and TV's Board of Directors/managers/members. After such approvals are obtained, SFRTA will prepare a Sale and Purchase Agreement containing the terms of this LOI and such other terms and conditions, as appropriate, for TV's review and comment. The Sale and Purchase Agreement shall be subject to the approvals of both SFRTA and TV, acting through their authorized representatives.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Signed sealed and delivered in the presence of:

Sign: Sandra K. Thompson
Print: SANDRA K. THOMPSON

Sign: Diane Haz Del Calvo
Print: Diane Haz Del Calvo

Attest:

Joseph Giulietti
Executive Director

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By Steven A
Name : Steven Abrams
Title: Chair
Date: JANUARY 25, 2013

Approved as to form and legal sufficiency:

Teresa J. Moore, General Counsel

Signed sealed and delivered in the presence of

Sign: _____
Print: Michael Kausch

Sign: _____
Print: ANDREA DAVIS

TRANSIT VILLAGE, LLC

By: _____
Michael D. Masanoff, Manager
Date: 2/1/13

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Purchase and Sale Agreement") dated as of _____, 2013 ("Effective Date"), between TRANSIT VILLAGE, LLC, a Florida limited liability company ("TV" or "Seller") and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, an agency of the state pursuant to, Chapter 343, Florida Statutes ("F.S.")("SFRTA" or "Purchaser").

Certain capitalized terms utilized in this Purchase and Sale Agreement are defined in the Glossary of Terms set forth in Section 1. Other terms may be defined in the text.

RECITALS

A. On May 17, 2009, SFRTA and Palm Beach County ("County") entered into the Easement Agreement.

B. On August 14, 2012, TV and the County entered into the TV-PBC Agreement.

C. This Purchase and Sale Agreement addresses: (i) the provisions in the Easement Agreement and TV-PBC Agreement relating to parking at the Tri-Rail Station by satisfying (a) the condition in Section 2.9 of the Easement Agreement (which requires that any third party developer shall "include, as part of any new development of the Easement Premises, 250 parking spaces for the public using the Tri-Rail Station"); and (b) the condition in Section 3.6.1.3 of the TV-PBC Agreement (which requires TV "to have entered into an agreement with SFRTA for the construction, operation and maintenance of the SFRTA Parking Spaces"); and (ii) the County Parking Spaces, pursuant to Section 2.6 of the TV-PBC Agreement, as defined in Section 1.16 of the TV-PBC Agreement.

D. The SFRTA Parking Spaces are to be condominium units pursuant to Chapter 718, F.S.

E. The passenger parking and drop-off areas for Tri-Rail service at the Tri-Rail Station are presently located on the Easement Parcel that is outside of, but adjacent to, the South Florida Rail Corridor.

TV desires to develop the Easement Parcel as part of the TOD.

The Easement Parcel is currently used in part by SFRTA pursuant to a Use Agreement with the County, for patrons of the Tri-Rail Station. The Use Agreement provides conditions under which it may be terminated: (i) by the County; (ii) by mutual agreement; or (iii) expire pursuant to its terms. As provided in this Purchase and Sale Agreement, it is the intent of the Parties that the Use Agreement shall be terminated, subject to certain conditions as hereinafter provided.

F. The FTA maintains an interest in the Easement Parcel through SFRTA's use of FTA Grant Funds in the amount of One Million One Hundred Seventy One Thousand Two Hundred Ninety One and 00/100 Dollars ($1,171,291.00), which were used to construct one hundred sixty-one (161) Tri-Rail parking spaces on the Easement Parcel.

G. TV and SFRTA desire to encourage the development of a TOD as an incidental use to the Transportation Uses without interference with, or restriction of, the Transportation Uses.

H. Pursuant to Section 1.57 of the TV-PBC Agreement, SFRTA has no objection to the terms of the TV-PBC Agreement as it may affect SFRTA's interest in the Property.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Glossary of Terms. The list of defined terms below is not intended to be exhaustive and there are other terms defined within this Purchase and Sale Agreement. In addition, the failure to capitalize the defined terms in the Agreement shall not change their meaning.

(a) "Applicable Laws" means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities including the Americans with Disabilities Act of 1990, as amended, and all permits, licenses, authorizations, rules and regulations relating thereto.

(b) "Closing" means: (i) the payment of the Purchase Price; and (ii) the conveyance of good and marketable title for the SFRTA Parking Spaces.

(c) "Closing Conditions" means the conditions precedent to Closing as set forth in Section 3. "Mutual Closing Conditions" are set forth in Section 3(a). "Seller's Closing Conditions" are as set forth in Section 3(b). "Purchaser's Closing Conditions" are as set forth in Section 3(c).

(d) "Closing Date" means the date on which the Closing occurs.

(e) "CO" means all certificates, permits, licenses and approvals, including certificates of use, certificates of completion and occupancy (whether temporary or permanent) required for the legal use and occupancy (by SFRTA and the public) and operation of the Parking Garage and SFRTA Parking Spaces and Associated Facilities.

(f) "Common Expenses" means all expenses incurred by the Condominium Association or POA in the performance of its/their duties pursuant to the Project Documents.

(g) "Condominium Act" means Chapter 718, F.S., as the same may be amended.

(h) "Condominium Association" means any entity responsible for the operation of the common elements of the Condominium, as defined in the Condominium Act.

(i) "Cooperate" means to act with commercially reasonable diligence and in good faith to achieve the respective objectives of the Parties set forth in this Purchase and Sale Agreement to the extent a Party's actions do not adversely impact its rights under this Purchase and Sale Agreement.

(j) "Declaration of Condominium" means the instrument by which a condominium is created pursuant to the Condominium Act.

(k) "Easement Agreement" means the agreement entered into between Palm Beach County and SFRTA Relating to Property Located at the West Palm Beach Tri-Rail Station, dated May 17, 2009.

(l) "Easement Parcel" means the parcel of real property, which is described as the "Easement Premises" in the Easement Agreement and as the "Easement Parcel" in this Purchase and Sale Agreement. Both the Easement Parcel and Easement Premises refer to the same parcel of land.

(m) "Environmental Conditions" means the presence of any Hazardous Substances on the Parcel.

(n) "Environmental Law" means all Applicable Laws relating to the environment, health, safety, or to the managing of Hazardous Substances or to releases in the indoor or outdoor environment, and any permits, approval, licenses, registrations, filings and authorizations required under Applicable Laws.

(o) "Federal Investment" means the dollar amount of grant funds received by SFRTA from FTA, pursuant to the agreement FL-04-0039 , in the total amount of One Million One Hundred Seventy One Thousand Two Hundred Ninety One and 00/100 Dollars ($1,171,291.00).

(p) "Federal Requirements" means the requirements imposed by the FTA in grant agreement FL-04-0039 on the Grantee.

(q) "FDOT" means the Florida Department of Transportation.

(r) "FTA" means the Federal Transit Administration of the U.S. Department of Transportation.

(s) "FTA Grant Funds" means funds received from the FTA through grant agreement FL-04-0039 in the total amount of One Million One Hundred Seventy One Thousand Two Hundred Ninety One and 00/100 Dollars ($1,171,291.00)

(t) "Governmental Authorities" means mean any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence, having jurisdiction.

(u) "Hazardous Materials" means all (a) chemicals or substances, materials, or wastes, that are now or hereafter included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants" or words of similar meaning under any "Environmental Law"; (b) other chemicals, materials or wastes, exposure to which is now or hereafter prohibited, limited or regulated under any Environmental Law; and (c) petroleum or petroleum products or waste, explosives, flammables, radioactive materials, laboratory or biohazardous wastes, asbestos-containing materials, laboratory or biohazardous wastes, asbestos-containing materials, urea formaldehyde, PCBs, lead in drinking water, radon,

lead-based paint, or other chemical element or substance the managing or release of or exposure to which (i) is prohibited or regulated by or could lead to liability under any Environmental Law or (ii) is subject to notice or reporting requirements under any Environmental Law.

(v) "Including" means including, but not limited to.

(w) "Inspections" means the inspections of the Parking Garage and SFRTA Parking Spaces as described in Section 5.

(x) "Intermodal Transit Center" or "ITC" shall have the same meaning as those terms have in the TV-PBC Agreement.

(y) "NEPA" means the National Environmental Policy Act.

(z) "Parking Garage" means the parking structure: (i) to be built on the Easement Parcel as part of the TOD; and (ii) in which the SFRTA Parking Spaces are to be located.

(aa) "POA" means a Florida corporation responsible for the operation of the property, which is subject to the REA.

(bb) "Project" means the improvements to be constructed by TV on the Easement Parcel, including the Parking Garage, the SFRTA Parking Spaces and any improvements required for vehicular and/or pedestrian access to the SFRTA Parking Spaces and the Tri-Rail Station, if not considered to be part of the Common Elements, the Limited Common Elements, if any, and signage pursuant to Section 5(k) of this Agreement, that are subject to the Project Documents.

(cc) "Project Documents" means: (i) the Declaration of Condominium; (ii) the REA; and (iii) any other documents pertaining to the Project, which affect the rights and obligations of SFRTA.

(dd) "Property" means that real property also known as the "Wedge Parcel" that was the subject of County RFP NO. 2009-104-RCH, Requests For Proposals (RFP) To Lease or Purchase Property Known as the Wedge Property Within the City of West Palm Beach and the Proposed Transit Oriented Development District and as described in the TV-PBC Agreement.

(ee) "Purchase Price" means the sums paid to purchase the SFRTA Parking Spaces as set forth in Section 2.

(ff) "REA" means a recorded written instrument in the nature of covenants running with the land which subjects the land comprising portions of the TOD to the jurisdiction and control of an association(s) in which the owners of parcels, or their association, representatives must be members.

(gg) "SFRC" means the South Florida Rail Corridor, which is a rail corridor extending approximately 72 miles from the City of Mangonia Park to the Miami International Airport on which SFRTA operates the Tri-Rail commuter rail passenger service. The Tri-Rail Station is one of 18 stations located along the SFRC serving Tri-Rail and its passengers.

(hh) "SFRTA Limited Common Elements" means the optional improvements/facilities described in Section 5(b)(iii).

(ii) "SFRTA Limited Common Expenses" means those Common Expenses incurred in connection with the ownership, operation and maintenance of the SFRTA Limited Common Elements as set forth in the Declaration of Condominium.

(jj) "SFRTA Parking Spaces" means the two hundred fifty (250) condominium unit parking spaces that are to be: (i) located within the Parking Garage; and (ii) conveyed to SFRTA pursuant to the provisions hereof. All references to the SFRTA Parking Spaces shall mean that part of the Condominium Property which is subject to exclusive ownership, together with: (x) a proportionate (based upon a fraction, the numerator of which is 250 and the denominator of which is the number of units in the Condominium) undivided share in the Common Elements and Common Surplus; and (y) the exclusive right to use the SFRTA Limited Common Elements and such portions of the Common Elements as may be provided by the Declaration of Condominium. The SFRTA Parking Spaces shall also include the 25 County Parking Spaces as defined in Section 5(i) of this Purchase and Sale Agreement.

(kk) "SFRTA's Closing Certificate" means the certificate referenced in and required by Paragraph 4(c)(ii) of this Purchase and Sale Agreement.

(ll) "Temporary Parking Spaces" means the parking spaces to be provided for use by SFRTA pursuant to the provisions of Section 5(h).

(mm) "TOD" means a Transit Oriented Development, which typically contains a mix of office, retail and/or residential uses located near or adjacent to transit stations and which are intended to promote the use of transit services.

(nn) "Transaction" means the transaction described in, or contemplated by, this Purchase and Sale Agreement.

(oo) "Transportation Uses" means the following uses now occurring at or adjacent to the Tri-Rail Station: (i) SFRTA's use of the east and west platforms that are part of the Tri-Rail Station in the operation of its Tri-Rail commuter rail passenger service ("Tri-Rail"); (ii) Tri-Rail's operation on the track located within the South Florida Rail Corridor, which is owned by FDOT ("SFRC"); (iii) the station terminal building located on a portion of the east platform of the Tri-Rail Station that is owned and operated by the City of West Palm Beach ("Terminal"); (iv) the Intermodal Transit Center owned and operated by the County located to the west of the SFRC and which has upon it an eighteen (18) bus bay hub used for Palm Tran bus service; (v) the City of West Palm Beach's trolley stop adjacent to the Tamarind Parcel; (vi) Amtrak's intercity passenger rail service; and (viii) the Greyhound bus line.

(pp) "Tri-Rail Parking Spaces" means parking spaces built on the Easement Parcel with FTA Grant Funds to serve Tri-Rail patrons and employees at its Tri-Rail Station.

(qq) "Tri-Rail Station" means the passenger rail station located in the City of West Palm Beach (the "City"), which is served by parking located on the Tamarind Parcel and the Easement Parcel.

(rr) "TV-PBC Agreement" means the Agreement for Purchase and Sale between Transit Village, LLC and Palm Beach County, dated August 14, 2012.

(ss) "TV's Closing Certificate" means the certificate referenced in and required by Paragraph 4(b)(iii) of this Purchase and Sale Agreement.

(tt) "Use Agreement" mean the Easement Agreement.

2. Sale of SFRTA Parking Spaces. Subject to the conditions hereinafter set forth, TV shall sell to SFRTA, and SFRTA shall purchase from TV the SFRTA Parking Spaces.

(a) Purchase Price. The Purchase Price of the SFRTA Parking Spaces is Three Million and no/100 Dollars ($3,000,000.00), subject to adjustments and prorations, as hereinafter provided.

TV acknowledges that SFRTA has made the Federal Investment of One Million One Hundred Seventy One Thousand Two Hundred Ninety One and 00/100 Dollars ($1,171,291.00) in the Easement Parcel and the Purchase Price has been reduced to take into account the Federal Investment. SFRTA acknowledges that TV has not andshall not receive any part or benefit of such Federal Investment and TV shall not be deemed to have any rights or obligations with respect thereto. It is the Parties intention that the Federal Investment shall transfer from the Easement Parcel, to the SFRTA Parking Spaces upon the Closing as provided below, subject to the approval of the FTA.

The Purchase Price shall be paid on the Closing Date.

(b) Purchase Price All Inclusive. Notwithstanding the foregoing, except for the payment of the Purchase Price and for payments as provided in the Project Documents that may be payable after Closing, SFRTA shall not be subject to any liability or obligation for payments or assessments arising from, or in connection with, the development and construction of the Project, including, design, permitting, construction, conveyance, building permit or other fees, impact fees or contributions of any nature (including traffic, signalization, roadway improvements, etc.), connection, tap and/or water and sewer impact fees, fire line charges, or other fees or special assessments imposed for the capital needs of any governmental unit.

(c) Closing Date. The Closing shall occur within ten (10) business days after satisfaction or waiver of all Closing Conditions set forth in Section 3 below, or at such date as mutually agreed upon by the parties. SFRTA shall provide reasonable notice to TV of the date it anticipates Closing, but in all events SFRTA shall provide TV twenty (20) days' advance notice of the date of Closing. Upon SFRTA providing such notice of the Closing Date to TV, SFRTA may not be declared to be in default as a result of any action or inaction or other delay by TV in SFRTA proceeding to Closing.

(d) TV's Deliveries to SFRTA at Closing. On the Closing Date, subject to satisfaction of the Seller's Closing Conditions, TV shall deliver the following to SFRTA, all duly executed and acknowledged and in form and content acceptable to SFRTA and the title company:

(i) Special Warranty Deed.

(ii) Owner's Affidavit.

(iii) Non-Foreign Affidavit.

(iv) Certificate of a duly authorized officer of TV stating, in such capacity, that (a) the warranties and representations of TV set forth in this Purchase and Sale Agreement are true and complete, in all material respects, on, and as of, the Closing Date; (b) the Purchase and Sale Agreement has been duly authorized, executed and delivered by TV pursuant to all necessary resolutions of TV; (c) TV, by and through its Manager, is authorized pursuant to all necessary resolutions of TV, to consummate the Transaction; and (d) true and complete copies of such resolutions shall be attached to such certificates and remain in full force and effect.

(v) Closing Statement.

(vi) The Survey Exhibit to the Declaration of Condominium prepared in accordance with the requirements of the Condominium Act.

(vii) Such other documents, closing statements, and other instruments specified in this Purchase and Sale Agreement to be executed and delivered by TV at Closing and as may be reasonably required from TV by SFRTA and the title company to consummate the Transaction.

(e) SFRTA's Deliveries to TV at Closing. On the Closing Date, subject to satisfaction of the Purchaser's Closing Conditions, SFRTA shall deliver the following to TV (if documents, all duly executed and acknowledged and in form and content acceptable to TV and the title company):

(i) The Purchase Price by wire transfer in immediately available funds.

(ii) Certificate of a duly authorized signatory of SFRTA stating, in such capacity, that (a) the warranties and representations of SFRTA set forth in this Purchase and Sale Agreement are true and complete, in all material respects, on, and as of, the Closing Date; (b) the Purchase and Sale Agreement has been duly authorized, executed and delivered by SFRTA pursuant to all necessary resolutions or other actions of SFRTA's Governing Board; and c) true and complete copies of such resolutions or SFRTA Governing Board meeting minutes shall be attached to such certificates and remain in full force and effect.

(iii) Any document(s) that may be required to terminate the Use Agreement.

(iv) Such other documents, closing statements, and other instruments specified in this Purchase and Sale Agreement to be executed and delivered by SFRTA at Closing and as may be reasonably required from SFRTA by TV and the title company to consummate the Transaction.

(f) Closing Costs. SFRTA shall pay all closing and transfer costs customarily paid by a purchaser of a commercial condominium unit from a developer in Palm Beach County, Florida (except those that it is exempt from paying as a governmental entity, e.g. documentary stamps), including title insurance premiums. SFRTA may obtain a title insurance commitment

and a title insurance policy from any nationally recognized title company at SFRTA's expense. TV shall execute any and all documents reasonably required by the title company to delete the standard exceptions which may be deleted based upon an owner's affidavit, including the GAAP.

(g) Prorations. All proratable items shall be prorated as of 11:59 p.m. on the day before the Closing Date. As SFRTA is a tax exempt entity, SFRTA shall have no obligation to pay any real estate taxes or other exempt assessments or charges from and after the Closing Date.

(h) Possession. As of the Closing Date, SFRTA shall have the right to possession and occupancy of the SFRTA Parking Spaces, subject only to the Project Documents.

(i) Reservation of Purchase Price. At TV's request, SFRTA shall provide TV with a copy of its approved Capital Budget as evidence that the Purchase Price has been reserved and set aside for the purchase of the SFRTA Parking Spaces.

3. Closing Conditions.

(a) Mutual Closing Conditions. The following conditions precedent to both SFRTA's and TV's obligation to Close shall be subject to the satisfaction or written waiver by both Parties of each of the following conditions:

(i) TV shall have obtained a CO for either the Parking Garage or the SFRTA Parking Spaces.

(ii) The obligations of the County to SFRTA under the Easement Agreement or otherwise shall be terminated either prior to, or simultaneously with, the Closing.

(iii) The existence of no actual or threatened litigation or other legal action encumbering or involving the Project that would or may affect title to, or restrict access to or use of, the SFRTA Parking Spaces.

(b) Seller's Closing Conditions.TV's obligation to Close shall be subject to the satisfaction or written waiver by TV of each of the following conditions:

(i) The Parties shall have obtained the concurrence of or similar assurances from FTA of the non-applicability of the Federal Requirements to the Parking Garage from the date of the termination of the Easement Agreement to Closing, and thereafter the Federal Requirements shall only be applicable to the SFRTA Parking Spaces.

(c) Purchaser's Closing Conditions. SFRTA's obligation to Close shall be subject to the satisfaction or written waiver by SFRTA of each of the following conditions:

(i) TV shall have recorded the Declaration of Condominium and REA (and, if applicable, other Project Documents), in the Public Records of Palm Beach County, Florida, necessary to submit the Parking Garage, or applicable portions thereof, to condominium ownership and containing all necessary and reasonable provisions pertaining to easements, use rights and assessments applicable to the Parking Garage or required to provide users of the SFRTA Parking Spaces with access to and from the Parking Garage and Tri-Rail Station, all in form and content approved by SFRTA.

4. Representations and Warranties.

(a) TV's Representations and Warranties. TV hereby makes the following representations and warranties to SFRTA, which are, and shall be, true and correct as of the Effective Date and Closing Date and shall survive the Closing:

(i) Validity of Agreement. This Purchase and Sale Agreement constitutes the valid and binding obligation of TV enforceable in accordance with its terms.

(ii) Organization, Standing, Power and Authority. TV is validly existing and in good standing under the laws of the State of Florida. TV has all requisite power and authority to execute, deliver and perform all obligations pursuant to this Purchase and Sale Agreement and to complete the Transaction.

(iii) No Conflicts or Violations. The execution and delivery of this Purchase and Sale Agreement, the sale of the SFRTA Parking Spaces and the completion of the Transaction do not, and will not: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which TV may be bound.

(iv) Title to SFRTA Parking Spaces. As of the Closing, SFRTA will be the owner of fee simple, marketable, title to the SFRTA Parking Spaces, free and clear of all liens or encumbrances, except for the permitted exceptions set forth in the title commitment and the Project Documents.

(b) SFRTA's Representations and Warranties. SFRTA hereby makes the following representations and warranties to TV, which are, and shall be, true and correct as of the Effective Date and Closing Date and shall survive the Closing:

(i) Validity of Agreement. This Purchase and Sale Agreement constitutes the valid and binding obligation of SFRTA enforceable in accordance with its terms.

(ii) Organization, Standing, Power and Authority. SFRTA is a body politic and corporate and an agency of the State, validly existing and in good standing under the laws of the State of Florida. SFRTA has all requisite power and authority to execute, deliver and perform all obligations pursuant to this Purchase and Sale Agreement and to complete the Transaction.

(iii) No Conflicts or Violations. The execution and delivery of this Purchase and Sale Agreement, the sale of the SFRTA Parking Spaces and the completion of the Transaction do not, and will not: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which SFRTA may be bound.

5. Ongoing Covenants and Agreements. SFRTA and TV agree to the following covenants and agreements, which if appropriate, shall be incorporated in the Project Documents.

(a) Federal Approvals.All Federal approvals to transfer the Federal Investment to the SFRTA Parking Spaces have been obtained by SFRTA and any costs or specifically identifiable increase in costs in the Project related to or associated with complying with the Federal Investment shall be the sole responsibility of the SFRTA.

(b) Design/Permitting/Construction.

(i) TV shall: (i) cause the design, permitting and construction of the Parking Garage to include the SFRTA Parking Spaces; (ii) cause the SFRTA Parking Spaces to be located at a mutually determined location within the Parking Garage in satisfaction of the requirements listed herein, including those listed in subparagraph (b)(iv), below; and (iii) provide for ITC drop off locations substantially as shown on the Level 1 Plan that is Exhibit B-2 to the TV-PBC Agreement ("Easement Drop-Off Area"), subject to such normal rules of operation (which rules shall be subject to SFRTA's prior written approval), which (a) shall be presented to SFRTA for its approval prior to the issuance of a building permit for the Parking Garage; and (b) shall not be unreasonably withheld or delayed.

(ii) Prior to the commencement of construction of the Parking Garage, TV shall simultaneously provide to SFRTA the same information with respect to the Parking Garage as provided to the County so that SFRTA, at its expense, shall have the right to present its comments to TV and the County within the same time parameters as required by the TV-PBC Agreement. SFRTA's comments shall be limited to: (i) non-binding suggestions or comments to the County so that SFRTA's comments may be included in the County's response to TV as provided in the TV-PBC Agreement; and (ii) comments relating to the design of and construction plans for the Parking Garage, including the foundation, structural, electrical, plumbing, fire/life safety, ingress and egress and mechanical drawings and specifications, as more fully set forth in the Construction Plans, as defined in the TV-PBC Agreement. SFRTA shall copy TV on all such written correspondence to the County and shall allow TV to participate in all meetings and telephone conferences related to such comments. TV shall copy SFRTA on all such written correspondence to the County pertaining to design and construction matters of the Parking Garage and shall use reasonable efforts to allow SFRTA to observe all meetings related to such matters (provided that TV shall not be required to postpone any meeting scheduled by the County that SFRTA is not available to participate in). Notwithstanding the foregoing: (a) construction of the SFRTA Parking Spaces shall comply with all Applicable Laws; (b) the SFRTA Parking shall be constructed utilizing the same materials and to the same quality of construction as the other parking spaces available to the general public in the Parking Garage and as required by the TV-PBC Agreement; and (c) there shall not be any special requirements or specifications pertaining to the SFRTA Parking Spaces, unless specifically agreed to by TV and SFRTA.

The County shall have the sole right to determine whether or not to include SFRTA's comments within its response to TV.

(iii) In addition to the SFRTA Parking Spaces, SFRTA may request during the

design phase of the Parking Garage that TV also provide to SFRTA, at SFRTA's reasonable cost, the following for SFRTA's use as SFRTA Limited Common Elements: (i) wiring for security monitoring, and/or (ii) separation (by signage, access card, gate or other method) of the SFRTA Parking Spaces from other spaces in the Parking Garage. TV shall provide SFRTA with thirty (30) days prior written notice of the date of commencement of the design phase of the Parking Garage and SFRTA shall have ninety (90) days from the date of commencement of the design phase to elect whether to have TV include either of the two (2) Limited Common Elements described above as bid options in the general contractor's bid. If either bid option (i) and/or (ii) is requested by SFRTA during the design phase for the Parking Garage and approved by the County, TV shall require that the bids for construction of the Parking Garage include the cost to construct the amenities in (i) and/or (ii) as options and, if SFRTA elects to exercise options (i) and/or (ii), SFRTA shall have a period of sixty (60) days after receipt of the bids to elect to have TV cause the general contractor to construct either of said options. If SFRTA elects to have TV cause the general contractor to construct either of said options, SFRTA shall reimburse TV within forty-five (45) days after the completion of (i) and/or (ii) above using the option bid price included in the general contractor's bid upon submittal of proof of payment of the contractor's invoice for installation of (i) or (ii) above.

During construction: (i) SFRTA shall have the right to conduct Inspections of the Parking Garage, including; (i) the SFRTA Parking Spaces (ii) improvements providing for vehicular and pedestrian access to the Parking Garage and the SFRTA Parking Spaces that are not considered to be Common Elements; and (iii) SFRTA's Limited Common Elements(items (i), (ii) and (iii) are hereinafter referred toas the "Associated Facilities")from time to time. TV shall cooperate, and shall cause its general contractor and any other contractors, subcontractors, employees and agents to cooperate, with the Inspections. In conducting the Inspections, SFRTA will use its commercially reasonable efforts (a) not to interfere with the progress of construction of the Parking Garage and Associated Facilities; and (b) to cause the Inspections to coincide with inspections by the County; (ii) TV shall provide SFRTA with a copy of all reports, studies, test results and data provided to the County and any comments received from the County regarding such studies, results and data, pertaining to the construction of the Parking Garage and Associated Facilitiesand any changes in the Plans and Construction Plan as provided for, and defined in, the TV-PBC Agreement.

(iv) The SFRTA Parking Spaces shall: (i) be available to the public 24/7; (ii) be contiguous (either vertically or horizontally) and be in the same general location on each floor (if on multiple floors); (iii) have elevator access to, and from, each floor to an elevated pedestrian walkway and to the ground floor so as to provide access to other transportation modes; (iv) have access to, and from, either Clearwater Drive or Banyan Boulevard; (v) include the number of code-required ADA accessible spaces; (vi) have a minimum length and width per parking space as provided by Applicable Laws; (vii) include no tandem spaces; and (viii) should SFRTA elect to include same at its cost, elected and provided in the same manner as provided in subparagraph (iii) above have electrical outlet(s), water provided by hose bibs both of which are accessible to the SFRTA Parking Spaces on each floor. Such electrical and water usage may be separately metered to, and paid for by, SFRTA. Such electrical outlets and hose bids shall be secured and not available for public use

(v) TV will comply with all Applicable Laws and the TV-PBC Agreement

regarding the design, construction, ownership and operation of the Parking Garage, and Associated Facilities, including insurance requirements. TV will cause the insurance provider, if possible, to name SFRTA as an additional insured under all insurance policies which the TV-PBC Agreement requires the County to be named, at the sole cost of SFRTA if there is an additional cost.

(vi) TV will cause the general contractor and others to give the warranties contained in Section GC.11 of the TV-PBC Agreement and such warranties shall apply to the SFRTA Parking Spaces and SFRTA Limited Common Elements. TV shall non-exclusively assign to SFRTA its right to enforce the warranties obtained from the general contractor and others with respect to the SFRTA Parking Spaces and SFRTA Limited Common Elements.

Any Special Assessments, as defined in the Condominium Act or other similar assessments provided in the REA or Project Documents, against the SFRTA Parking Spaces for capital improvements or repairs and improvementsnecessary due to the failure of the general contractor to construct the improvements as required by the TV-PBC Agreement shall be the responsibility of TV or the developer of the Parking Garage, if not TV, for a period of two (2) years from the Closing Date. This provision shall be included in the Project Documents.

(c) Project Documents. Prior to commencement of the construction of the Parking Garage, SFRTA and TV shall Cooperate in the drafting and execution of the Declaration of Condominium and associated documents, and the REA and associated documents, including the formation of the necessary associations. The Project Documents shall provide access for Tri-Rail passengers to, and from, the SFRTA Parking Spaces, the Parking Garage and the Tri-Rail Station and the Drop Off Areas, without additional expense to SFRTA. SFRTA shall bear its own costs associated with the drafting and review of the Project Documents. It is acknowledged that the there may be separate or multi-condominiums formed in connection with the Parking Garage. The Project Documents shall provide for, without additional cost to SFRTA, non-exclusive, perpetual vehicular and pedestrian egress and ingress and access easements and maintenance easements over and across the Common Elements of the Parking Garage together with driveway, elevated pedestrian walkway(s) and sidewalks in the TOD to permit access to, and from, the SFRTA Parking Spaces and the Tri-Rail Station from the Parking Garage.

(d) Maintenance and Other Future Costs.

(i) Common Expenses.After Closing, SFRTA shall be responsible for all Common Expenses, attributable to the SFRTA Parking Spaces or SFRTA Limited Common Elements, if applicable, as provided in the Declaration of Condominium and REA. Such Common Expenses shall be assessed pursuant to an Annual Budget, as defined in the Condominium Act, to be agreed upon. The Declaration of Condominium will provide that SFRTA shall have the option of using its own contractors to operate and/or maintain the SFRTA Parking Spaces and SFRTA Limited Common Elements, if applicable, without cost to TV or the Condominium Association. If SFRTA elects to use its own contractors to operate and/or maintain the SFRTA Parking Spaces and the SFRTA Limited Common Elements, if applicable, SFRTA shall be excused from paying its pro rata share of the Common Expenses which would have otherwise been included in the Annual Budget.

Any costs or specifically identifiable increase in costs to the Project related to or associated with complying with the Federal Investment shall be the sole reasonability of the SFRTA.

(ii) Allocation of Costs. The following operational, maintenance and other costs associated with the SFRTA Parking Spaces shall be allocated in accordance with SFRTA's interest in the Common Elements: (i) janitorial; (ii) structural repairs; (iii) replacement of lights; (iv) maintenance/repairs; (v) repair after casualty (to the extent not covered by insurance); and (vi) cost of utilities.

Notwithstanding the foregoing, as long as the developer is offering condominium parking units in the Parking Garage for sale in the ordinary course of business, the developer may elect to be excused from payment of assessments against those unsold units for a stated period of time after the Declaration is recorded. However, the developer must pay common expenses incurred during such period which exceed regular periodic assessments against other units owners in the same condominium.

(iii) Limitation on Multi-Year Obligations. TV acknowledges, and will provide in the Project Documents, that because SFRTA, as a governmental entity, cannot assume multi-year fiscal obligations, nor can it commit future funds, the failure to pay any Condominium Assessment shall be subject to default and notice and opportunity to cure provisions as provided in the Project Documents. Furthermore, it is illegal to lien public property.

Accordingly, the Project Documents: (i) may not impose any lien for the collection of Assessments or any other charges under the Project Documents against the SFRTA Parking Spaces; and (ii) will provide that the exclusive remedy for the collection of any Assessments or other charges shall be a suit for monetary damages only.

(iv) Exclusion from Assessment District. The SFRTA Parking Spaces shall be excluded from any assessment district created by TV to fund the construction of the Parking Garage and/or to fund construction and/or operation of the TOD.

(v) Hazardous Materials. No owner or tenant shall be permitted to store or use, or permit the storage or use of Hazardous Materials in the Parking Garage or TOD, except in compliance with ApplicableLaws.

(e) Grants. SFRTA will, at no cost or liability to SFRTA, reasonably cooperate with TV so that TV is able to apply for any and all governmental approvals, and grants available for TV's proposed development, including the SFRTA Parking Spaces, providing such approvals and/or grants do not materially and adversely impact: (i) SFRTA's Tri-Rail commuter rail service; or (ii) SFRTA's rights and obligations provided in the Project Documents or this Purchase and Sale Agreement; or (iii) ingress and egress of vehicles and passengers to and from the SFRTA Parking Spaces or to the Tri-Rail Station from the SFRTA Parking Spaces; or (iv) increase SFRTA's maintenance expenses or assessments (items (i) – (iv) above are the "SFRTA Protected Rights").

(f) Additional Improvements. In the event TV elects to make additional improvements to the Parking Garage or TOD that would materially and adversely affect the

SFTRA Protected Rights ("Additional Improvements") after the Closing, TV shall: (i) inform SFRTA at least three (3) months in advance of applying to the applicable Governmental Authorities for approval of the Additional Improvements; and (ii) provide full and complete copies of such application and the plans and specifications for the Additional Improvements. Any Additional Improvements shall be subject to SFRTA's prior written approval, which, if the Additional Improvements do not materially and adversely affect the SFRTA Protected Rights shall not be unreasonably withheld or delayed. The construction of any Additional Improvements shall be completed in a manner which will minimize disruption to the use of the SFRTA Parking Spaces and the Tri-Rail Station.

(g) Cross Easements. TV and SFRTA intend that the development of the TOD and the Parking Garage will connect to portions of SFRTA's existing improvements and facilities and will cross above the SFRC tracks. Accordingly, for so long as such easements do not materially interfere with Tri-Rail's operations or SFRTA's Protected Rights, as determined by SFRTA, in its sole discretion, exercised reasonably, SFRTA shall take the following actions, as applicable and at no cost to SFRTA: (i) consent to TV obtaining from FDOT, the City and the County, and their respective successors and assigns, the necessary access, utility and other required easements, including a construction easement, as necessary, and property rights to its supporting columns required to permit TV's intended development; (ii) consent to TV seeking from FDOT, the City and the County, a temporary construction easement to enter upon the FDOT, City or County Property for the purpose of constructing the columns and footers shown on the approved construction plans ("Columns/Footers"), to be located within the FDOT, City or County Property (the "Columns/Footers Property") and/or (iii) if the columns and footers are to be located within the SFRTA Property, grant to TV a temporary construction easement to enter upon SFRTA Property for the purpose of constructing the columns and footers shown on the approved construction plans. When construction of the Columns/Footers is completed, to the extent the Columns/Footers are constructed on SFRTA Property, SFRTA will, subject to Applicable Laws, convey to TV, by special warranty deed (subject to easements, restrictions, reservations and conditions, of record, including the Project Documents), the Columns/Footers Property, along with a permanent access easement(s), if required, to the Columns/Footers Property in a form approved by SFRTA, for the purpose of allowing TV to inspect, maintain, repair or replace the Columns/Footers. Such easement will require the owner of the Columns/Footer Property to insure (to the standards required by the TV-PBC Agreement, including contractual indemnity coverage) and indemnify SFRTA, FDOT and CSX Transportation, Inc. ("CSX")against all loss, cost and expense incurred by SFRTA, FDOT and CSX with respect to the Columns/Footers, including: (i) reasonable attorneys fees, at all levels of proceedings, including appeals, collections and bankruptcy; and (ii) all cost of defense with counsel reasonably acceptable to SFRTA, and to keep such insurance and indemnification in effect for the term of the easement. SFRTA shall consent, if required, to FDOT, the City or the County conveying the Columns/Footer Property so that TV will own the Columns/Footers and the Columns/Footer Property in fee simple, subject to the permitted exceptions.

TV shall have the right to connect to the current pedestrian bridge cross-over at TV's expense so long as such connection does not adversely impact Tri-Rail operations.

Furthermore, TV acknowledges that: (i) TV's development on the SFRC Property may be subject to provisions of the Operating and Management Agreement (Phases A or B)

("OMAPA"), between FDOT and CSX, or such replacement agreement as may be in effect at the time TV seeks such approvals (the "State Agreements"); (ii) SFRTA currently has no, and may not have in the future, control over either the approvals required from FDOT, County and City under this Section; and (iii) SFRTA makes no representations or warranties that such approvals will be granted. To the extent that SFRTA cannot grant such approvals under the State Agreements, SFRTA will cooperate with TV, at no cost to SFRTA, in obtaining any required approvals that may be required from CSX and FDOT for pedestrian bridges across the SFRC Property. As a requirement for providing TV or TV's contractors access to the SFRTA Property and to perform any construction activities on the SFRTA Property, SFRTA will require TV to provide SFRTA with the same commercial general liability insurance coverage and indemnification protections as TV is required to provide to the County under the TV-PBC Agreement. TV acknowledges that SFRTA does not control the insurance and indemnification requirements of FDOT and CSX for work that may be performed by TV within the SFRC Property or otherwise subject to the requirements of FDOT and CSX. If at the time of construction of the Columns/Footers, SFRTA has assumed responsibility for the maintenance of the SFRC Property pursuant to an agreement with FDOT, SFRTA may, at its sole discretion, impose upon TV additional insurance and other requirements, such as railroad protective insurance and the requirements for flagging protection, that are consistent with the requirements CSX would have imposed on TV.

(h) Interim Parking During Construction. Reasonable, mutually satisfactory arrangements ("TPS Agreement") shall be made for temporary parking spaces ("Temporary Parking Spaces") to be available for use by Tri-Rail passengers from the time the Easement Parcel is no longer available to SFRTA for Tri-Rail passenger parking or after the Closing under the TV-PBC Agreement, whichever occurs first, and until the Closing (the "Non-Use Period"). The location of the Temporary Parking Spaces may be changed with the mutual consent of the Parties during the Non-Use Period. Any costs of the Temporary Parking Spaces shall be paid by TV. SFRTA may require that TV provide SFRTA with security in the form of an irrevocable standby letter of credit or other form of security acceptable to SFRTA (hereinafter referred to as the "Financial Assurance"), which shall cover 100% of the cost of any rent or other payment requiredof TV for TV's use of the Temporary Parking Spaces for a period of one year from the start date of SFRTA's use of the Temporary Parking Spaces. If SFRTA requires Financial Assurance, the Financial Assurance provided may be reduced by TVon a quarterly basis by an amount equal to the payments made by TV toward its payment obligation for the Temporary Parking Spaces during the quarter, subject to SFRTA's receipt of documentation from TV, acceptable to SFRTA, of such payment being made. If the SFRTA Parking Spaces receive a certificate of occupancy or completion before the end of the one-year period, the Financial Assurance shall be released at that time. If TV is required to provide Financial Assurance to SFRTA, it does not relieve TV from providing Temporary Parking Spaces for a period longer than one year if the SFRTA Parking Spaces have not received a CO by the end of the one-year period covered by the Financial Assurance or from paying 100% of the cost of the rent or other payment for use of the Temporary Sparking Spaces until the Closing. At all times during the Non-Use Period, the Temporary Parking Spaces shall be provided. The Temporary Parking Spaces shall be in close proximity (i.e. within either (i) a ¼ mile walking distance or (ii) over a ¼ mile distance, but no more than ½ mile distance and where shuttle service is provided from the Temporary Parking Spaces to the Tri-Rail Station at no cost to SFRTA or SFRTA patrons and coordinated with the schedule for each Tri-Rail train to the Tri-Rail Station, at a location

reasonably acceptable to SFRTA. SFRTA shall inform TV of the amount of Temporary Parking Spaces needed for weekdays, holidays and weekends, which amount may vary, but which may not exceed one hundred sixty-one (161) parking spaces and TV shall provide the same. TV agrees that SFRTA shall be permitted to relocate its existing station bike lockers to a mutually agreeable location while it is using the Temporary Parking Spaces which is no further than ¼ mile from the Tri-Rail Station.

The TPS Agreement shall provide that: (i) the owner of the property which is subject to the TPS Agreement ("TPS Owner") agrees that it will simultaneously send to SFRTA copies of all notices, which it may serve on TV thereunder; (ii) no notice to TV shall be effective against SFRTA unless a copy is also served on SFRTA as set forth above; (iii) after receipt of such written notice, before the TPS Agreement is terminated by any default or failure to act on the part of TV, SFRTA shall have thirty (30) days beyond the time permitted for TV, to cure a default under the TPS Agreement or, if the default is of such nature to reasonably require more than thirty (30) days to cure, SFRTA shall then be permitted such additional time as is reasonably necessary to effect such cure. SFRTA's cure period shall continue for such additional time as may be required for SFRTA to obtain possession and control of the Temporary Parking Spaces; (iv) in the event of a TV default, the TPS Agreement shall not be terminated or affected thereby but shall be deemed assigned to SFRTA and continue in full force and effect upon all of the terms, covenants and conditions set forth therein and the TPS Owner agrees to attorn to SFRTA for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option under the TPS Agreement, said assignment and attornment to be effective and self operative without the need for execution of any further instrument on the part of any of the Parties thereto, immediately upon such assignment of the interests of TV to SFRTA; (v) that in the event of assignment as contemplated by paragraph (iv) of this provision, TPS Owner and SFRTA agree to execute an instrument in confirmation of the foregoing provisions, reasonably satisfactory for such purpose, in which TPS Owner and SFRTA shall acknowledge such assignment and attornment and set forth the terms and status of the TPS Agreement; and (vi) SFRTA may call upon the Financial Assurance provided by TV to make any payments due under the TPS Agreement.

Any costs incurred by SFRTA in connection with a default by TV or the TPS Owner under the TPS Agreement or to replace the loss of use of the Temporary Parking Spaces shall be considered in calculating any monetary damages owed to SFRTA by TV. Provision of replacement Temporary Parking Spaces acceptable to SFRTA and in compliance with the terms of this Purchase and Sale Agreement shall be deemed mitigation of any such damages SFRTA may have incurred as a result of the breach described herein. SFRTA may, in its sole discretion, waive any requirement relating to the TPS Agreement or the Temporary Parking Spaces. No waiver, however, shall be effective unless SFRTA has provided such waiver in writing to TV.

(i) <u>County Parking Spaces</u>.

(i) As provided in the TV-PBC Agreement, the County Parking Spaces total forty (40) parking spaces which are comprised of: (i) twenty-five (25) spaces allocated to SFRTA; and (ii) fifteen (15) spaces allocated to the County ("County Spaces"). SFRTA agrees that the twenty-five (25) spaces which were allocated to SFRTA for Tri-Rail employees shall be included in the SFRTA Parking Spaces. SFRTA: (a) waives its rights to require TV or the County to separately provide the twenty-five (25) parking spaces for Tri-Rail employees; and

(b) agrees that the provision of the SFRTA Parking Spaces satisfies the requirement that TV separately provide the twenty-five (25) parking spaces for Tri-Rail employees provided in the TV-PBC Agreement.

(ii) Although TV has no obligation to do so, and the locations have not been determined, SFRTA has no objection to the County Spaces being situated adjacent to the SFRTA Parking Spaces, provided that the County Spaces shall not be included as part of the SFRTA Parking Spaces. SFRTA shall not be responsible for any costs associated with the County Spaces.

(j) Signage. TV shall provide SFRTA's identification and directional signage, at no cost to SFRTA ("SFRTA Signage"). SFRTA shall have approval over the SFRTA Signage and the location thereof, which approval shall not be unreasonably withheld or delayed. The SFRTA Signage may be required to be incorporated into, and with, other signage for the TOD as agreed upon between the Parties as part of, and subject to, the TOD signage program, including signs identifying the SFRTA Parking Spaces (as opposed to other parking spaces in the Parking Garage). Directional signs to the SFRTA Parking Spaces and Tri-Rail Station shall be placed at strategic locations within, and around, the TOD, as permitted by Applicable Laws, and as approved by SFRTA, so as to assist in directing Tri-Rail patrons to, and from, the SFRTA Parking Spaces, the Drop Off Areas and the Tri-Rail Station.

(k) No Sale to Third Party. TV covenants not to sell the SFRTA Parking Spaces to a third party, provided, however, this provision shall not limit the ability of TV to assign all or part of its contract rights and obligations to a third party, provided that: (i) such assignment is approved by the County under the TV-PBC Agreement; (ii) such third party assumes TV's obligations hereunder; and (iii) SFRTA's rights under this Agreement are not impaired by such an assignment.

(l) Memorandum of Agreement. Upon execution of this Purchase and Sale Agreement by the Parties, the Parties shall execute and SFRTA may record a Memorandum of Agreement in the Public Records of Palm Beach County, Florida. The Memorandum of Agreement shall terminate upon the Closing. Immediately after Closing, the Parties shall execute and record a termination of the Memorandum of Agreement in form reasonably acceptable to the Parties.TV shall cause its lender to agree in TV's loan documents for the Project that the lender shall execute a non-disturbance and attornment agreement with SFRTA that protects SFRTA's right to acquire the SFRTA Parking Spaces in the event of TV's default on its loan(s).

(m) Special Considerations. To the extent that the Parties, in good faith, determine that the Transaction as structured herein may cause: (i) the SFRTA Parking Spaces to lose tax exempt status; or (ii) cause SFRTA to not be in compliance with applicable Federal Requirements, then the Parties agree to in good faith negotiate a revised transaction structure that meets the economic and operating needs of the Parties while being in compliance with the Federal Requirements including maintaining the tax exempt status of the SFRTA Parking Spaces..

(n) Environmental Conditions of Property.

(i) While the Easement Parcel is owned by the County and was not under

SFRTA's control, SFRTA has utilized the Parcel pursuant to the Use Agreement. Except as set forth in Phase I and Phase II reports that have been furnished to TV by the County, or as set forth in any updates to the Phase I and Phase II reports that may be prepared prior to the Closing, and without any further independent investigation, SFRTA has, without additional inquiry, no actual knowledge of the presence of any Hazardous Materials on the Parcel ("Environmental Conditions") other than as set forth in such reports. TV represents that it is a knowledgeable buyer/developer of real estate and that it shall have conducted such inspections and investigations of the Parcel, including the physical and Environmental Conditions thereof, as it determines are necessary in its sole discretion and shall rely upon same.

(ii) TV represents that is not relying upon SFRTA and/or any third party acting on behalf of SFRTA, and except as set forth herein, SFRTA and/or any third party acting on behalf of SFRTA have made no representations or warranty of any nature whatsoever, concerning this Transaction or the Property, including: (i) the quantity, quality or physical or Environmental Condition of the Property; (ii) the merchantability of the Property for any particular purpose; or (iii) the economic prospects or future economic performance of the Property and/or of the TOD.

(iii) TV agrees that it shall not hold SFRTA responsible for any liabilities arising from any and all Environmental Conditions on the Property (whether occurring before or after the Closing), as well as any Environmental Condition caused by TV, its agents, employees and contractors or any other person, regardless of the cause, and regardless of when the liability arose under Environmental Laws.Suchresponsibility shall include, but not be limited to, any costs associated with remediation of anyand all Adverse Environmental Conditions on or from the Property pursuant toApplicable Laws and any and all damages owed to any person resulting fromsuch Environmental Conditions. TV shall indemnify SFRTA from any third party claims arising from the Environmental Conditions. Notwithstanding the foregoing, TV shall not be obligated to indemnify SFRTA for any liability for Environmental Conditions that are the result of any releases of Hazardous Materials by SFRTA on the Property that occur after this Purchase and Sale Agreement is executed.. The provisions of this Paragraph shall survive the Closing, and as to liabilities caused by TV, its agents, employees and contractors, any cancellation or termination of this Purchase and Sale Agreement.

6. <u>Termination.</u>

(a) Notwithstanding any provision of this Purchase and Sale Agreement to the contrary: (i) this Purchase and Sale Agreement shall terminate if the TV-PBC Agreement terminates for any reason; and (ii) prior to the Closing, this Purchase and Sale Agreement may be terminated by either Party pursuant to the requirements of Paragraphs 7.1 and 7.2 of the TV-PBC Agreement.

(b) SFRTA shall have the right to terminate this Purchase and Sale Agreement in the event TV defaults under the either the TV-PBC Agreement or this Purchase and Sale Agreement for whatever reason and such default is not cured under the TV-PBC Agreement or this Purchase and Sale Agreement, as applicable. If TV or SFRTA defaults under this Purchase and Sale Agreement, the default procedure outlined in Paragraphs 7.4 and 7.5 of the TV-PBC Agreement, as applicable, shall be available to each Party (with SFRTA substituted for the County) except that in Paragraph 7.4, SFRTA shall have the right to terminate this Purchase and Sale Agreement

and seek monetary damages against TV for the loss of all or a portion of the Tri-Rail Parking Spaces, SFRTA Parking Spaces, or Temporary Parking Spaces then-currently used by SFRTA, provided that by agreeing to allow SFRTA to seek damages, TV does not admit to any such liability herein.

7. Miscellaneous.

(a) No Waiver of Sovereign Immunity. SFRTA is subject to the limited waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., which permits actions at law in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an SFRTA employee acting within the scope of the employee's office or employment. The Parties acknowledge that the foregoing and/or any other provision of this Purchase and Sale Agreement shall not constitute an agreement by SFRTA to indemnify TV for any negligent or wrongful acts or omissions, nor to waive sovereign immunity, nor to waive any defense that SFRTA may have under such statute, nor serve as consent to be sued by third parties.

(b) Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either Party to the other may be effected by recognized overnight courier (such as Federal Express) with same day email sent to the email address below. Notices shall be addressed as set forth below, but each party may change his address by written notice in accordance with this paragraph.

To SFRTA:
South Florida Regional Transportation Authority
800 NW 33rd Street
Pompano Beach, FL 33064
Attn: Joseph Giulietti, Executive Director
Email: giuliettj@sfrta.fl.gov

With copies to:
South Florida Regional Transportation Authority
800 NW 33rd Street
Pompano Beach, Fl 33064
Attn. Teresa Moore, General Counsel
Email: mooret@sfrta.fl.gov

To TV :
Transit Village, LLC
2000 Glades Road, Suite 300
Boca Raton, FL 33431
Attn: Michael D. Masanoff, Manager
Email: mdm@transitvillagewpb.com

With copies to:
Belson Karsch, LLC
2000 Glades Road, Suite 300
Boca Raton, FL 33431
Attn: Michael D. Karsch, Esq.
Email: mkarsch@belsonkarsch.com

(c) Brokers. The Parties each represent and warrant to each other that there are no commissions, finder's fees or brokerage fees arising out of this Transaction. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all liabilities, claims, demands, damages, costs and expenses, including reasonable attorney's fees and court costs, in connection with claims for any such commissions, finders' fees or brokerage fees arising out of that Party's conduct or the inaccuracy of the foregoing representation and warranty. The provisions of this Paragraph shall survive the Closing and any cancellation or termination of this Purchase and Sale Agreement.

(d) Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County's Public Health Unit.

(e) Modification. This Purchase and Sale Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the Parties hereto.

(f) Severability. Should any term, provision or paragraph of this Purchase and Sale Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

(g) Captions. All captions and headings contained in this Purchase and Sale Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Purchase and Sale Agreement.

(h) Waiver. No waiver of any of the provisions of this Purchase and Sale Agreement shall be deemed, or shall constitute, a waiver of the same or other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. The failure of either Party to enforce any provision of this Purchase and Sale Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Purchase and Sale Agreement. No waiver shall be binding unless executed in writing by the Party making the waiver.

Neither any failure nor any delay on the part of either Party in insisting upon strict performance of any term, condition, covenant or agreement, or exercising any right, power, remedy or privilege hereunder or under any other instrument or document executed as required hereunder, shall operate as or constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other future exercise, or the exercise of any other right, power, remedy or privilege.

Any provision of this Purchase and Sale Agreement may be freely waived in whole or in part by either Party if, in its sole discretion, it deems it advisable or desirable to do so.

(i) Survival. All of the respective covenants and agreements of TV and SFRTA herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing.

(j) Binding Effect. This Purchase and Sale Agreement shall bind and inure to the benefit of the respective permitted successors, and assigns of the Parties hereto. TV may not assign this Purchase and Sale Agreement unless it has first complied with Paragraph 8.10 of the TV-PBC Agreement or to a lender in connection with financing of the Parking Garage provided that such assignment also complies with Paragraph 8.10 the TV-PBC Agreement.

(k) Construction of Agreement; Venue. This Purchase and Sale Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation between the Parties arising from the subject matter of this Purchase and Sale Agreement, the exclusive venue for any such action shall be, if a state action, in Palm Beach County, Florida, or, if a federal action, in the Southern District of Florida.

(l) Waiver of Jury Trial. The Parties hereby knowingly, voluntarily, intentionally and irrevocably waive any right either Party may have to a jury trial in each and every jurisdiction and any action, proceeding or counterclaim brought by either of the Parties hereto against the other or their respective successors or assigns in respect to any matter arising out of, or in connection with, this Purchase and Sale Agreement

(m) Interpretation. In the interpretation and construction of this Purchase and Sale Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Purchase and Sale Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.

(n) Multiple Counterparts. This Purchase and Sale Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original, but which together shall constitute the one and the same instrument. Further, the signature pages from executed originals may be detached and assembled together to form complete executed originals of this Purchase and Sale Agreement. Additionally, the Parties agree that signatures appearing on copies of this Purchase and Sale Agreement transmitted by facsimile transmissions or electronic transmissions shall be deemed to be original signatures and shall be binding on the Parties as if originally signed by any such Party.

(o) Time is of the Essence. Time is of the essence in this Purchase and Sale Agreement, and all of the terms, covenants and conditions hereof.

(p) Severability. Wherever possible, each provision of this Purchase and Sale Agreement shall be interpreted in such manner as to be effective and valid under Applicable Laws, but if any provision of this Purchase and Sale Agreement shall be prohibited by, or invalid under, Applicable Laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Purchase and Sale Agreement, provided that the unenforceability of any such provisions does not materially and adversely change the Transaction.

(q) Limitation onRemedies. TV agrees that neither SFRTA nor its Governing Board members, officers, or agents shall be liable for any monetary damages, including any consequential damages, punitive damages or lost profits, for any action or inaction taken by SFRTA, its Governing Board members, officer or agents, regarding any matter that is the subject of this Agreement. In the event that a claim or adjudication is made by TV that SFRTA, its

Governing Board members, officer of agents have acted unreasonably or unreasonably in delaying actionwhere SFRTA has an obligation under law of this Agreement to act reasonably or promptly, TV's sole remedies shall be limited to seeking injunctive relief (including emergency injunctive relief) and/or a declaratory judgment.

(r) No Joint Venture or Partnership; No Third Party Beneficiaries. The Parties intend that the relationships created hereunder and under the other documents executed in connection with the Transaction shall be solely that of Seller and Purchaser. Nothing herein or therein is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship or joint development between TV and SFRTA.

This Purchase and Sale Agreement and the other documents executed are solely for the benefit of TV (and/or its permitted assigns or lenders) and SFRTA and nothing contained in this Purchase and Sale Agreement or the other documents executed in connection with the Transaction, shall be deemed to confer upon anyone other than TV (and/or its permitted assigns or lenders) and SFRTA any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of SFRTA to conclude the Transaction are imposed solely and exclusively for the benefit of SFRTA and TV (and/or its permitted assigns or lenders) and no other person shall have standing to require satisfaction of such conditions in accordance with their terms except for a permitted assignee or lender of TV. No other person shall under any circumstances be deemed to be a beneficiary of this Purchase and Sale Agreement and the other documents executed in connection with the Transaction.

(s) Entire Agreement. This instrument and the documents to be executed pursuant hereto contain the entire agreement between the Parties relating to the matters that are subject to this Purchase and Sale Agreement. Any oral representations or modifications concerning the subject matter of this Purchase and Sale Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing approved by both Parties in the same manner as this Purchase and Sale Agreement.

(t) Recitals.The truth and accuracy of each of the Recitals set forth above are acknowledged by the Parties and, along with the exhibits attached to this Agreement, are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase and Sale Agreement as of the day and year first above written.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By:_____
Steven L. Abrams, Chair, SFRTA Governing Board

Date:_____

Attest:

_____
Joseph Giulietti, SFRTA Executive Director

Approved as to form and legal sufficiency:

_____
Teresa Moore, SFRTA General Counsel

TRANSIT VILLAGE, LLC

By: _____
Name: Michael D. Masanoff
Its: Manager

TV-SFRTA Purchase and Sale Agreement

Summary of Key Provisions

1. In accordance with SFRTA's Easement Agreement with Palm Beach County (the "County") for use of a portion of the Wedge for parking at the West Palm Beach Station (the "Station"), SFRTA has negotiated a final Purchase and Sale Agreement (the "Agreement") with a third-party developer – TV Village, LLC ("TV") – for the purchase of 250 condominimized parking spaces (the "SFRTA Parking Spaces") to be located in a parking garage to be built by TV as part of a Transit Oriented Development on the Wedge.

2. The purchase price is $3 million, inclusive of all costs of constructing the SFRTA Parking Spaces. In addition to the condominiumized spaces, SFRTA will own a proportionate undivided share in the Common Elements and Common Surplus of the parking garage.

3. A key condition of the purchase is approval by the Federal Transit Administration ("FTA") of the transfer of its Federal Investment in the parking improvements (161 parking spaces) constructed on the Wedge using FTA grant funds provided by SFRTA in the amount of approximately $1.17 million.

4. The Agreement is subject to the approval of the County. The SFRTA Parking Spaces will be inclusive of 40 spaces to be provided for County and SFRTA employee parking.

5. The Agreement contains provisions regarding SFRTA's input into the design of the parking garage and maintenance of SFRTA's Parking Spaces once they are built. SFRTA will have the option of requiring TV to install, at SFRTA's reasonable cost, wiring for security monitoring and/or separation (by signage, access card, gate or other method, of the SFRTA Parking Spaces from other spaces in the parking garage.

6. TV must provide SFRTA with up to 161 Temporary Parking Spaces at the time SFRTA's use of the parking spaces on the Wedge is discontinued or TV closes on its purchase of the Wedge from the County, whichever occurs first, until SFRTA closes on the purchase of the SFRTA Parking Spaces. SFRTA will continue to have use of 90 parking spaces in the east parking lot at the Station through its lease with the City of West Palm Beach, which are not subject to this Agreement. TV must have a building permit to commence construction of the parking garage containing the SFRTA Parking Spaces as a condition of closing with the County.

7. The Temporary Parking Spaces provided by TV are subject to the following terms and conditions:

    a. The spaces will be provided at no cost to SFRTA or its passengers.
    b. The spaces will be located within walking distance (no more than ¼ mile) of the station, or if greater than ¼ mile, but no more than ½ mile, TV will provide shuttle service at no cost to SFRTA or its passengers.
    c. TV will provide Financial Assurance covering 100% of cost of any rental payments for the Temporary Parking Spaces for a period of one year from the SFRTA's loss of use of the Wedge spaces.
    d. Any agreement reached by TV with a landowner for use of the Temporary Parking Spaces must be acceptable to SFRTA.
    e. If TV defaults on its Temporary Parking Space Agreement with the landowner, SFRTA will be permitted to cure any default and the agreement will be assigned to SFRTA. Any costs incurred by SFRTA in excess of the Financial Assurance provided by TV may be recovered as monetary damages from TV.

8. Closing on SFRTA Parking Spaces will occur when TV has obtained a Certificate of Occupancy for either the parking garage or the SFRTA Parking Spaces and all required condominium documents and easements have been recorded.

9. TV must provide SFRTA with identification and directional signage at no cost to SFRTA and subject to SFRTA's approval.

10. SFRTA shall not be liable for any Environmental Conditions on the Wedge property and TV shall indemnify SFRTA for any third-party claims related to any Adverse Environmental Conditions. The indemnification shall not apply to any releases of Hazardous Materials by SFRTA that occur after the Agreement is executed.

Tracking No. 06071332 AGENDA ITEM NO. R4

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013

AGENDA ITEM REPORT

☐ Consent ☒ Regular

THIRD AMENDMENT TO AGREEMENT NO. 10-010
ERICKS CONSULTANTS, INC. FOR EXTENSION OF LEGISLATIVE CONSULTANT SERVICES FOR THE TRI-COUNTY REGION AND STATE OF FLORIDA

REQUESTED ACTION:

MOTION TO APPROVE: Third Amendment to Agreement No. 10-010 between South Florida Regional Transportation Authority (SFRTA) and Ericks Consultants, Inc. to exercise the first one (1) year renewal of the Agreement, and to include the services of Mr. William D. Rubin of the Rubin Group in the amount of Two Hundred Forty Six Thousand Dollars ($246,000.00).

SUMMARY EXPLANATION AND BACKGROUND:

In 2010, the Board approved Agreement No. 10-010 (Agreement) with Ericks Consultants, Inc. (ECI) to provide state and county legislative services for a period of three (3) years, with two (2) one (1) year renewal options. on August 26, 2011 , the First Amendment of the Agreement was executed to include additional sub-consultants for the 2012 Florida Legislative Session occurring during Year 2 of the Agreement and also to increase the Year 2 compensation amount in the maximum not-to-exceed amount of $270,000.00 for the additional sub-consultant services. In 2012 a Second Amendment was executed to Agreement No. 10-010 to add sub-consultant Mr. William D. Rubin of the Rubin Group for additional legislative consulting services for Year 3 in the amount of $96,000.00.

ECI, along with the Rubin Group, provide extensive knowledge of the county and state legislative process and have experience in the tri-county and Tallahassee areas; have first-hand experience in the transit industry, and have extensive contacts within the Legislative and Executive branches of government. Both ECI and the Rubin Group were instrumental in securing a legislative solution during the 2012 Legislative Session, as well as continuing to secure full funding for SFRTA through the recent 2013 Legislative Session.

Staff is recommending the approval of this Third Amendment to the Agreement to exercise the first one (1) year renewal option and to amend the Agreement to again include Mr. William D. Rubin of the Rubin Group.

Department: Executive
Project Manager: Vicki Wooldridge

Department Director: Diane Hernandez Del Calvo
Procurement Director: Chris Bross

FISCAL IMPACT: Funding in the amount of $246,000 for this renewal is available in the Department FY 13-14 Operating Budget

EXHIBITS ATTACHED: Third Amendment to Agreement 10-010

AGENDA ITEM NO. R4

THIRD AMENDMENT TO AGREEMENT NO. 10-010
ERICKS CONSULTANTS, INC. FOR EXTENSION OF LEGISLATIVE CONSULTANT SERVICES FOR THE TRI-COUNTY REGION AND STATE OF FLORIDA

Recommended by: [signature] 5/31/13
Department Director Date

Approved by: [signature] 5/31/13
Procurement Director Date

Authorized by: [signature] 5/31/13
Executive Director Date

Approved as to Form by: [signature] 5-31-13
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____Yes _____ No	Commissioner Steve Abrams	_____Yes _____No
James Wolfe	_____ Yes _____ No	Nick Inamdar	_____Yes _____No
James A .Cummings	_____Yes _____No	George A. Morgan, Jr.	_____Yes _____No
Commissioner Kristen Jacobs	_____Yes _____No	Frank Frione	_____Yes _____ No
Marie Horenburger	_____Yes _____No		

Exhibit 1

THIRD AMENDMENT TO AGREEMENT NO. 10-010

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

ERICKS CONSULTANTS, INC.

FOR

LEGISLATIVE CONSULTANT SERVICES FOR THE TRI-COUNTY REGION AND THE STATE OF FLORIDA

THIRD AMENDMENT TO AGREEMENT NO. 10-010

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

ERICKS CONSULTANTS, INC.

FOR

LEGISLATIVE CONSULTANT SERVICES FOR THE TRI-COUNTY REGION AND THE STATE OF FLORIDA

This is a Third Amendment to the Agreement for Legislative Consultant Services for the Tri-County Region and the State of Florida between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,** hereinafter referred to as **"SFRTA"** and **ERICKS CONSULTANTS, INC.,** hereinafter referred to as **"CONTRACTOR".**

WHEREAS, on June 25, 2010, CONTRACTOR and SFRTA entered into a three year Agreement with two one-year renewal options, hereinafter referred to as "Agreement", in the firm fixed amount of $150,000.00 per year; and

WHEREAS, on August 26, 2011, CONTRACTOR and SFRTA entered into a First Amendment to the Agreement, to include additional sub-consultants for the 2012 Florida Legislative Session occurring during Year 2 of the Agreement and also to increase the Year 2 compensation amount in the maximum not-to-exceed amount of $270,000.00 for the additional sub-consultant services; and

WHEREAS, on July 27, 2012, CONTRACTOR and SFRTA entered into a Second Amendment to the Agreement, to include additional sub-consultant services of Mr. William D. Rubin of the Rubin Group for Year 3 of the Agreement in the amount of $96,000.00; and

WHEREAS, the Agreement has been mutually beneficial to both parties, who now desire to exercise the first one-year renewal option in the amount of $246,000.00, which includes the additional services of Mr. William D. Rubin of the Rubin Group for Year 4 of the Agreement;

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

1. **TERM** is amended to read as follows:

The period of performance shall be for a term of ~~three (3)~~ four (4) 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 period.

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

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the firm fixed price of One Hundred Fifty Thousand Dollars ($150,000.00) per year. For Year 2 of the Agreement SFRTA agrees to pay the CONTRACTOR the maximum not-to-exceed amount of Two Hundred Seventy Thousand Dollars ($270,000.00) for the services of additional sub-consultants during the Florida Legislative Session.

For Year 3 of the Agreement SFRTA agrees to pay CONTRACTOR an additional Eight Thousand Dollars ($8,000) per month for the services of Mr. William D. Rubin. Total compensation for Year 3 of the Agreement will be increased by Ninety Six Thousand Dollars ($96,000) for a total Year 3 contract amount of Two Hundred Forty Six Thousand Dollars ($246,000).

For Year 4 of the Agreement SFRTA agrees to pay CONTRACTOR an additional Eight Thousand Dollars ($8,000) per month for the services of Mr. William D. Rubin. Total compensation for Year 4 of the Agreement will be increased by Ninety Six Thousand Dollars ($96,000) for a total Year 4 contract amount of Two Hundred Forty Six Thousand Dollars ($246,000).

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 Third 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 Third Amendment to the Agreement on the respective date under each signature: **ERICKS CONSULTANTS, 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 _____, 2013.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

_____
JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By_____
COMMISSIONER STEVEN ABRAMS, CHAIR

_____ DAY OF _____, 2013

(SFRTA SEAL)

Approved as to form by:

_____
CHRIS BROSS, Director
Procurement

_____
TERESA MOORE, General Counsel

ATTEST:

ERICKS CONSULTANTS, INC.

_____
WITNESS

_____
PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2013

Tracking No. 06071333 AGENDA ITEM NO. R5

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013

AGENDA ITEM REPORT

☐ Consent ☒ Regular

AGREEMENT NO. 13-006
BITNER GOODMAN, INC.
CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 13-006 between South Florida Regional Transportation Authority (SFRTA) and Bitner Goodman, Inc. for corporate & community outreach and marketing services, for a period of five (5) years, in the maximum not-to-exceed amount of $2,500,000.

SUMMARY EXPLANATION AND BACKGROUND:

On April 8, 2013, SFRTA advertised a Request for Proposal (RFP) for corporate & community outreach and marketing services and elected members of the Evaluation and Selection Committee for the RFP. The intent of the RFP was to obtain a full-service, experienced and versatile corporate & community outreach and marketing firm that demonstrates competence in many areas and can raise the visibility of, and reinforce regional awareness of, Tri-Rail. The Evaluation and Selection Committee consisted of Jack Stephens, Deputy Executive Director, Diane Hernandez del Calvo, Director of Administration, and Victor Garcia, Corporate and Community Outreach Manager.

Six firms submitted responses to the RFP. On May 17, 2013, the Evaluation and Selection Committee met to perform the evaluation. Bitner Goodman received the highest evaluation scores and highest ranking from the Committee. Based on these results, the Evaluation and Selection Committee recommends approval of Agreement No. 13-006 with Bitner Goodman for a period of five (5) years in the total not-to-exceed amount of $2,500,000.00.

Department: Executive
Project Manager: Diane Hdz. Del Calvo

Department Director: Diane Hdz. Del Calvo
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding will be available in SFRTA's FY 2014 Operating Budget.

EXHIBITS ATTACHED:
Exhibit 1 – Agreement No. 13-006
Exhibit 2 – RFP No. 13-006
Exhibit 3 – Bitner Goodman Proposal
Exhibit 4 - Evaluation and Selection Committee Recommendation

AGREEMENT NO. 13-006
BITNER GOODMAN, INC.
CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

Recommended by: _____ 5/31/13
Department Director Date

Approved by: _____ 5/31/13
Procurement Director Date

Authorized by: _____ 5/31/13
Executive Director Date

Approved as to Form by: _____ 5-31-13
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams	____Yes ____ No	Commissioner Kristin Jacobs	____Yes ____No
Commissioner Bruno Barreiro	____Yes ____No	Nick A. Inamdar	____Yes ____ No
James A. Cummings	____Yes ____No	George A. Morgan, Jr.	____Yes ____No
Frank Frione	____Yes ____No	James A. Wolfe, P.E.	____Yes ____No
Marie Horenburger	____Yes ____No		

AGREEMENT NO. 13-006

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

BITNER GOODMAN, INC.

FOR

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

AGREEMENT NO. 13-006

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

BITNER GOODMAN, INC.

FOR

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

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

AND

BITNER GOODMAN, INC, a _____, 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 BITNER GOODMAN, 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 Proposal was advertised by SFRTA as RFP No. 13-006, for CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES and CONTRACTOR was determined to be the most qualified responsive and responsible respondent.

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
Addendum No. 1 & 2
Contractor's Proposal
Proposal Form
Price Proposal Form
Contractor's Qualification Certification
Key Employee Certification
DBE Participation Schedule
Drugfree Workplace Certification
Debarment & Suspension Certification
e-Verify
Contractor Certification Regarding Scrutinized Companies
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 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 maximum not-to-exceed amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00).

ADDRESSES

CONTRACTOR:

Bitner Goodman, Inc.
701 W. Cypress Creek Road, Suite 204
Fort Lauderdale, FL 33309

Attn: Mr. Michael Goodman

SFRTA:

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

Attn: Ms. Diane Hernandez Del Calvo

WITH COPY TO:

South Florida Regional Transportation Authority
Teresa Moore, General Counsel
800 NW 33rd Street
Pompano, Beach FL 33064

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: _____, 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 _____, 2013.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

_____
JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By_____
COMMISSIONER STEVEN ABRAMS, CHAIR

_____ DAY OF _____, 2013

(SFRTA SEAL)

Approved as to form by:

_____
CHRIS BROSS, Director
Procurement

_____
TERESA MOORE, General Counsel

ATTEST:

BITNER GOODMAN, INC.

_____
WITNESS

_____
PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2013

REQUEST FOR PROPOSAL

FOR

CORPORATE & COMMUNITY OUTREACH and MARKETING SERVICES

RFP NO. 13-006

ADDRESS FOR PROPOSAL SUBMITTAL:
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)
HEADQUARTERS
800 N.W. 33RD STREET
POMPANO BEACH, FLORIDA 33064

PROPOSAL SUBMISSION DATE:
May ~~7~~10, 2013 by 5:00 P.M.
(EASTERN TIME)

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL FOR THIS RFP AT THE SFRTA HEADQUARTERS ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER.

Addendum 1

REQUEST FOR PROPOSAL NO. 13-006

TABLE OF CONTENTS

Definition of Terms ..... DEF – 1 of 2

Disadvantaged Business Enterprise (DBE) Program ..... DBE – 1 of 1

Advertisement ..... AD – 1 of 2

Section 1.0 – RFP Requirements and Instructions to Proposers ..... RIP - 1 of 12

Section 2.0 - General Terms and Conditions ..... GTC - 1 of 12

Section 3.0 - Special Terms and Conditions ..... STC - 1 of 3

Section 4.0 – Scope of Services ..... SOS – 1 of 6

Exhibits:

- Evaluation Criteria ..... Exhibit 1
- Proposal Form ..... Exhibit 2
- Price Proposal Form ..... Exhibit 3
- Contractor's Qualification Certification ..... Exhibit 4
- Key Employee Certification ..... Exhibit 5
- Schedule of Participation Disadvantaged Business Enterprise ..... Exhibit 6
- Drugfree Workplace Certification ..... Exhibit 7
- Debarment & Suspension Certification ..... Exhibit 8
- Certification Regarding Lobbying ..... Exhibit 9
- Truth in Negotiation Certificate ..... Exhibit 10
- Declaration of Non-Collusion Certificate ..... Exhibit 11
- Schedule of Subcontractors ..... Exhibit 12
- Intent to Perform as a Subcontractor ..... Exhibit 13
- No Submittal Notice ..... Exhibit 14
- E-Verify ..... Exhibit 15
- Contractor Certification Regarding Scrutinized Companies ..... Exhibit 16
- Sample Agreement ..... Exhibit 17
- Certificate of Disbursement of Previous Periodic Payment to Subcontractors ..... Exhibit 18
- Subcontractor's Certificate of Previous Payment ..... Exhibit 19
- Monthly Subcontractor Utilization Report ..... Exhibit 20
- Monthly Employee Utilization Report ..... Exhibit 21
- Final Release on contract and Affidavit ..... Exhibit 22

DEFINITION OF TERMS

Whenever in this **Request for Proposal (RFP)** the following terms (or pronouns which replace these terms) are used, their intent and meaning shall be interpreted as follows:

AGREEMENT or CONTRACT: Agreement or Contract shall mean the document entitled "Agreement between SFRTA and Contractor".

CONTRACT DOCUMENTS: The written agreement between SFRTA and the Contractor setting forth the obligations of the parties thereto, including but not limited to, the performance of the Work, the furnishing of labor, equipment, and materials, and the basis of payments. The Contract Documents include the Request for Proposal, inclusive of all Exhibits and Addenda/Addendum, Certifications and Affidavits, Contractor's Proposal, Agreement, and Notice to Proceed (NTP).

In the event of conflicts in the Contract Documents, the governing order shall be as follows:

Contract/Agreement
Addenda
RFP
Contractor's Proposal

Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. In the event of conflicts in the addenda, the most recent addendum will govern. Reference herein to the RFP shall include all addenda, unless specifically noted.

CONTRACT AMOUNT: The total amount of the Agreement between the Successful Contractor and SFRTA.

CONTRACTING OFFICER: The Director of Procurement serves as the Contracting Officer for SFRTA.

CONTRACTOR or PROPOSER: The business entity or team of entities that submits a Proposal for this RFP and the Successful Contractor as approved by the SFRTA Board, which has entered into a bilateral fully executed Agreement with SFRTA.

COST or PRICE PROPOSAL: The price schedule which the Proposer shall submit in response to the RFP issued by SFRTA.

EVALUATION/SELECTION COMMITTEE: The Committee appointed by the SFRTA Executive Director to review and evaluate the Proposals, determine the final ranking and make a recommendation of award.

PROJECT: The project as described in the RFP.

PROJECT MANAGER: The SFRTA authorized representative having the responsibility to oversee and manage the day to day activities of the contract.

PROPOSAL: The written information that the Proposer submits in response to the RFP.

SFRTA BOARD: The Governing Board of SFRTA.

SFRTA EXECUTIVE DIRECTOR: The SFRTA Executive Director or designee who reviews the Evaluation/Selection Committee recommendation and makes final recommendation of the Successful Proposer to the SFRTA Board.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY: (SFRTA, TRI-RAIL, or the Authority), who will serve as the contracting agency.

SUBCONTRACTOR or SUBCONSULTANT: An individual, contractor, or corporation having a direct contract with the Contractor or with any other Subcontractor for performance of a part of the Work for the Project.

SUCCESSFUL CONTRACTOR: The Proposer that, after evaluation and ranking, has been ranked the highest responsive and responsible Proposer, as approved by the SFRTA Board.

WORK: The work to be performed for the Project as described in the Contract Documents.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

It is the policy of the South Florida Regional Transportation Authority (SFRTA) that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts. SFRTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

SFRTA has an overall Agency DBE participation goal of 9% which Contractors are encouraged to meet. SFRTA has not established a goal for this specific procurement, however, Contractors are encouraged to take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If the Contractors intend to subcontract a portion of the services on the project, Contractors are encouraged to seek out and consider DBE's as potential subcontractors, by soliciting their interest, capability, and qualifications.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL NO. 13-006

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

South Florida Regional Transportation Authority (SFRTA), an agency of the state of Florida, operates a seventy–one (71) mile commuter railroad with seventeen (17) stations in Miami-Dade, Broward and Palm Beach counties. SFRTA's 18th station at Miami International Airport, which has been temporarily closed, is scheduled to reopen as part of the Miami Intermodal Center's Central Station, in either the fourth quarter of 2013 or the first quarter of 2014 and is expected to be a major boarding and destination point in the Tri-Rail system.

THE PURPOSE of this Request for Proposal (RFP) is to enter into an agreement with a qualified firm to provide Corporate and Community Relations and Marketing Services, including public relations, public information, marketing, and advertising services. The term of the agreement will be for a period of five (5) years. Proposers must possess a minimum of five (5) years of recent and relevant experience in providing Corporate and Community Outreach and Marketing Services to public transit/transportation clients.

A REQUEST FOR DOCUMENTS should be directed to Joe V. Rodriguez at SFRTA, 800 N.W. 33 Street, Pompano Beach, Florida 33064, (954) 788-7975. Solicitation documents will be available on Wednesday, April 10, 2013.

A PRE-PROPOSAL CONFERENCE will be held in the SFRTA Board Room at the address above on Wednesday, April 17, 2013 at 10:00 A.M. The purpose of the meeting will be for SFRTA to respond to questions from document holders and clarify requirements in an open forum. Attendance is not mandatory but is highly recommended.

RECEIPT OF SEALED PROPOSALS: All proposals must be received as per the RFP instructions no later than 5:00 P.M. Eastern Time on May ~~7~~10, 2013 at the SFRTA office in Pompano Beach.

SFRTA reserves the right to postpone, accept, or reject any and all proposals in whole or in part. All Proposers must certify that they are not on the State of Florida Comptroller General's List of Ineligible Bidders. All proposals shall remain in effect for One Hundred Eighty (180) days from the RFP submission due date.

CONE OF SILENCE: Any communications between any potential vendor, service provider, bidder, lobbyist or consultant and any Board member, staff member, committee member, or consultant of SFRTA regarding this procurement are strictly prohibited from the date on which the solicitation advertisement appears on SFRTA's website or newspaper through the date of contract award and from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer.

The only exceptions to this are: (i) any communications with the Procurement Director or SFRTA's designated point of contact; (ii) site visits to the apparent low bidder's or apparent successful proposer's facilities (iii) any communications made on the record at a publicly noticed meeting of SFRTA, or (iv) negotiation meetings held by the Procurement Director.

Christopher C. Bross, CPPO, FCPM
Director, Procurement

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RFP NO. 13-006

SECTION 1.0

RFP REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

INDEX OF RFP REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1 CONTRACTING AGENCY 1
1.2 INTRODUCTION/INVITATION 1
1.3 PURPOSE 1
1.4 SCHEDULE OF EVENTS 1
1.5 PRE-PROPOSAL CONFERENCE 2
1.6 ORAL INSTRUCTIONS AND COMMUNICATIONS 2
1.7 ADDENDA AND CLARIFICATION 3
1.8 ADDRESS FOR THIS RFP 3
1.9 SUBCONSULTANTS AND SUBCONTRACTORS 3
1.10 RIGHT TO REJECT PROPOSALS 4
1.11 MODIFICATIONS, RE-SUBMITTAL AND WITHDRAWAL OF PROPOSALS 5
1.12 PROPOSAL SUBMITTAL REQUIREMENTS 5
1.13 PROPOSAL CONTENT AND EVALUATION 7
1.14 EVALUATION PROCESS 10
1.15 REVIEW OF FACILITIES AND QUALIFICATIONS 10
1.16 VENDOR PROTEST PROCEDURES 11

1.0 - RFP REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1 CONTRACTING AGENCY

The Contracting Agency is the South Florida Regional Transportation Authority ("SFRTA"), a body politic and corporate, a public instrumentality and an agency of the State of Florida. SFRTA was established pursuant to amendments to Chapter 343, Florida Statutes, as successor to the Tri-County Commuter Rail Authority ("Tri-Rail"). Tri-Rail was created to operate a commuter rail system in Miami-Dade, Broward, and Palm Beach counties. SFRTA continues to operate the commuter rail service under the name "Tri-Rail." SFRTA is governed by a ten-member Board. All SFRTA procurement activities are governed by the SFRTA Procurement Policy.

1.2 INTRODUCTION / INVITATION

Tri-Rail, which was established in 1988, runs along the 71 mile state-owned South Florida Rail Corridor. Tri-Rail currently operates 50 trains Monday through Friday, 30 trains on Saturdays, Sundays and Holidays. The corridor runs parallel to I-95 and serves municipalities and the unincorporated areas of Miami-Dade, Broward, and Palm Beach counties. This area has a population of approximately 5 million people, more than a third of the total population of the State of Florida.

SFRTA intends to enter into an Agreement with a qualified contractor to provide Corporate and Community Relations Services. This RFP solicits written responses ("proposals") from qualified firms interested in providing the services needed for this Project.

1.3 PURPOSE

The purpose of this Request for Proposal (RFP) is to enter into an agreement with a qualified Corporate and Community Relations and Marketing Services firm. The Contractor will perform the contracted services for the Term of the Agreement.

1.4 SCHEDULE OF EVENTS

Key milestone dates associated with the submission of a proposal are listed below:

ACTIVITY	DATE
RFP Advertised	4/7/13
RFP Availability	4/10/13
Pre-Proposal Conference	4/17/13 – 10:00 AM
Last day for Proposal Questions	4/23/13 – 5:00 PM
Last day for Submission of Proposals – No later than 5:00pm	5/~~7~~10/13

1.5 PRE-PROPOSAL CONFERENCE

SFRTA will conduct a Pre-Proposal Conference at the date shown under Section 1.4. The conference will be held at the SFRTA Headquarters, 800 N.W. 33rd Street, Pompano Beach, Florida 33064. **ATTENDANCE AT THIS MEETING IS NOT MANDATORY.**

The purpose of the Pre-Proposal Conference is to provide an open forum for SFRTA to review the RFP and the Project with the prospective Contractors and to respond to any questions on the RFP and/or the Project.

At least two (2) days before the Pre-Proposal Conference, Proposers may submit written questions to SFRTA at the address given in Section 1.8 that they want to be discussed at the Pre-Proposal Conference.

Proposers should pay particular attention to identifying any improvements, corrective measures, or other changes that should be incorporated in the RFP or the Contract Documents that had not existed or may have been overlooked. Failure to submit written questions will not preclude Proposers from orally asking questions at the Pre-Proposal Conference. Questions arising after the Pre-Proposal Conference should be addressed in compliance with Section 1.6 of the RFP.

1.6 ORAL INSTRUCTIONS AND COMMUNICATIONS

1.6.1 Oral Instructions. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any SFRTA member, employee, or consultant. No interpretation of the meaning of the Project, the Work or the Contract Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made to any Proposer orally. All such interpretations and supplemental instructions will be issued to all Proposers in the form of written Addenda/Addendum. Only those communications that are in writing from SFRTA shall be considered as a duly authorized expression on behalf of SFRTA. SFRTA will forward to all Proposers in receipt of the RFP, written responses of SFRTA to a Proposer's question in the form of addenda, as indicated in Section 1.7.

Also, only written communications from Proposers will be recognized by SFRTA as duly authorized expressions on behalf of the Proposers.

Any questions or requests for interpretations or supplemental instructions arising from this RFP must be submitted in writing to SFRTA's point of contact Contract Specialist, Mr. Joe V. Rodriguez, by e-mail at rfp13006@sfrta.fl.gov. Proposers lacking e-mail capabilities may fax correspondence to (954) 788-7963. Mr. Rodriguez shall be the sole point of contact for this procurement and can be reached at (954) 788-7975. In order for questions to be answered in a timely manner, they must be received no later than the date and time specified in Section 1.4 above. Written questions received after the date specified in Section 1.4 may not be answered. Proposers are responsible for ensuring that their questions have been received by SFRTA.

1.6.2 COMMUNICATIONS AND CONE OF SILENCE. ANY COMMUNICATIONS BETWEEN ANY POTENTIAL VENDOR, SERVICE PROVIDER, BIDDER, LOBBYIST OR CONSULTANT AND ANY BOARD MEMBER, STAFF MEMBER, COMMITTEE

MEMBER, OR CONSULTANT OF SFRTA REGARDING THIS PROCUREMENT ARE STRICTLY PROHIBITED FROM THE DATE ON WHICH THE SOLICITATION ADVERTISEMENT APPEARS ON SFRTA'S WEBSITE OR NEWSPAPER THROUGH THE DATE OF CONTRACT AWARD AND FROM THE DATE OF THE FILING OF ANY NOTICE OF PROTEST OF AWARD THROUGH RESOLUTION FOR THE PARTIES INVOLVED IN THE PROTEST OR CONTRACT AWARD, WHICHEVER IS LONGER.

The only exceptions to this are: (i) any communications with the Procurement Director or SFRTA's designated point of contact; (ii) site visits to the apparent low bidder's or apparent successful proposer's facilities (iii) any communications made on the record at a publicly noticed meeting of SFRTA, or (iv) negotiation meetings held by the Procurement Director.

1.7 ADDENDA AND CLARIFICATION

1.7.1 Addenda. In the event that SFRTA finds it necessary to supplement or modify any portion of the RFP during the Proposal preparation period, such procedure(s) shall be accomplished by issuance of written addenda.

All addenda will be in writing from SFRTA with content and number of pages described to all Proposers. Each Proposer must acknowledge receipt of all addenda by signing the acknowledgment in the Addendum Acknowledgment on the Proposal Form (Exhibit 2). In the event of conflicts in the addenda, the most recent addendum will govern.

1.8 ADDRESS FOR THIS RFP

Mail or deliver all Proposals and all written inquiries and questions to:

Mr. Joe V. Rodriguez, CPPB, FCCM
Contract Specialist
South Florida Regional Transportation Authority
800 N.W. 33 Street
Pompano Beach, FL 33064
Phone: 954-788-7975
Fax: 954-788-7963
Email: rfp13006@sfrta.fl.gov

1.9 SUBCONSULTANTS AND SUBCONTRACTORS

All Subconsultants or Subcontractors are subject to SFRTA approval. SFRTA reserves the right to reject any and all Subconsultants or Subcontractors listed by the Proposer and bears no responsibility or liability to the Proposer or Subconsultants or Subcontractors for any commitments made regarding the use of particular Subconsultants or Subcontractors for the Project.

The Proposer shall provide a list with its Proposal of all Subconsultants and Subcontractors that may perform Work on the Project. No changes to the list of Subconsultants and Subcontractors can be made after the deadline for submitting of Proposals without approval by SFRTA.

Subconsultants and Subcontractors shall have been successfully engaged in the particular type of business for a reasonable period of time and be qualified both technically and financially to perform the Work for which they are listed.

Subconsultants or Subcontractors failing to meet the above requirements shall be replaced by the Proposer at no additional cost to SFRTA, and substitutes are subject to SFRTA's approval.

1.10 RIGHT TO REJECT

1.10.1 General. SFRTA, at its sole and absolute discretion, reserves the right to reject any or all Proposals and reserves the right to make an award based solely on the written Proposals as submitted.

1.10.2 Responsiveness of Proposals and Disqualification. All Proposals must be in writing. A responsive Proposal is an offer which complies with and conforms to the requirements of the RFP. Proposals which, in the opinion of SFRTA, are non-responsive will be rejected. Proposals may be rejected if found to be conditional, irregular or not in conformance with the requirements and instructions contained herein. A Proposal may be found to be irregular or non-responsive for reasons including, but not limited to, failure to utilize or complete forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals and improper and/or undated signatures. All Proposals must be typed.

The Procurement Department shall perform an initial responsiveness determination of Proposals received.

Proposals forwarded to the Evaluation Selection Committee may be deemed non-responsive by the Committee.

1.10.3 Conditions Causing Disqualification of Proposers. Other conditions, which will cause rejection of Proposals, include, but are not limited to, a Proposer submitting more than one Proposal, qualified or contingent proposals, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the Work, failure to perform or meet financial obligations for previous contracts, or evidence that a Proposer has a financial interest in another Contractor for the Work under this RFP.

Proposals may be rejected if more than one Proposal is received from an individual, Firm, partnership, or corporation, or combination thereof, under the same or different names. Such duplicate interest may cause the rejection of all Proposals in which such Proposer has participated.

1.10.4 Waivers. SFRTA, at its sole and absolute discretion, reserves the right to waive minor informalities or irregularities in this RFP or in the Proposals received as part of this RFP; where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on SFRTA's interest and will not materially affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1.11 MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL OF PROPOSALS

A Proposer may submit a modified RFP submittal to replace all or any portion of a previously submitted RFP submittal up until the RFP Due Date and Time; only the latest version of the RFP submittal will be considered.

RFP submittals may be withdrawn prior to the time and date set for opening. Such requests for withdrawal must be made in writing on company letterhead, and the envelopes must have the following information in bold type:

- RFP WITHDRAWAL
- RFP NUMBER
- TITLE OF RFP
- DUE DATE

1.12 PROPOSAL SUBMITTAL REQUIREMENTS

1.12.1 Proposals shall consist of two parts: a Technical Proposal and a Price Proposal. All Proposers shall submit ONE (1) original printed document and FIVE (5) printed copies of their Technical Proposal, including the submittal documents listed below and acknowledgement of all Addenda received from SFRTA. Within the sealed envelope(s) Proposers shall also provide TWO (2) CD-ROMS with complete electronic files of the Technical Submittal. Acceptable file formats are MS Word, MS Excel and /or Adobe Acrobat. In the event of a conflict, the original document submittal will take precedence.

Proposal Form
Contractor's Qualification Certification
Key Employee Certification
Schedule of Participation Disadvantaged Business Enterprise
Drugfree Workplace Certification
Debarment & Suspension Certification
Certification Regarding Lobbying
Truth in Negotiation Certificate
Declaration of Non-Collusion Certificate
Schedule of Subcontractors
E-Verify
Contractor Certification Regarding Scrutinized Companies

The printed original and 5 printed copies of the Technical Proposals shall be placed in one or more packages which shall be clearly marked as follows:

RFP No. 13-006
Corporate & Community Outreach and Marketing Services
Technical Proposal
Proposal Due Date
Contractor's Name

ONE (1) printed original and ONE (1) printed copy of the Proposer's Price Proposal (Exhibit 3) shall be placed in a separate sealed envelope that is clearly marked as follows:

RFP No. 13-006
Corporate & Community Outreach and Marketing Services
Price Proposal
Proposal Due Date
Contractor's Name

*No other or additional documentation is to be included within the Price Proposal.

1.12.2 Proposals shall be received only from those Proposers receiving documents from SFRTA. If any potential proposer has received a solicitation document from any source other than SFRTA, proposer shall notify SFRTA to ensure the potential proposer has been included on SFRTA's document holders list.

1.12.3 Proposers should use the SFRTA provided labels to address sealed proposals.

1.12.4 All proposals must be received by the date and time shown in Section 1.4 of the RFP. Facsimile or e-mail submittals are not permitted. Proposals received after that time and date will not be considered. Hand-carried Proposals may be delivered to the address in Section 1.8 between the hours of 9 a.m. and 5 p.m., only, Monday through Friday, excluding holidays observed by SFRTA.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service and that the envelopes containing the Proposals are clearly marked.

1.12.5 Failure to acknowledge all Addenda on the Proposal Form (Exhibit 2) issued by SFRTA shall be cause for rejection.

1.12.6 Proposals MUST be structured in the format outlined by SFRTA in Section 1.13 of the RFP. Proposals that do not meet this requirement may be rejected.

1.12.7 All Proposals and associated forms shall be completed (if applicable), signed and dated in ink by a duly authorized representative of the Proposer.

1.12.8 The Proposal submittal must be on paper size 8 ½" x 11". Submittals are not to exceed 25 single-sided pages (exclusive of the cover letter, table of contents, and SFRTA submittal forms). Only easily removable plastic or metal binding should be used. Submittals that do not meet these requirements may not be accepted for review.

Proposers not submitting, but wishing to continue receiving Advance Notice of Solicitations, must return the No Submittal Notice found in the Submittal Package.

1.13 PROPOSAL CONTENT AND EVALUATION

A Proposer shall submit a written Proposal for the Project. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. At a minimum, the Proposal shall include the items required in this Section. SFRTA's Evaluation/Selection Committee (hereinafter referred to as the "ESC"), selected by SFRTA's Executive Director, shall evaluate the Proposals using the Proposal Evaluation Criteria in Exhibit 1. The information provided within the Proposal is intended to enable SFRTA to evaluate the level of quality of the Proposal and the proposed services based on the requirements provided in the RFP.

The Proposal shall be evaluated using the maximum point assignments shown on the Proposal Evaluation Criteria (Exhibit 1). Each criteria has an established point value. Each member of the ESC shall receive a copy of each Technical Proposal. The ESC members will independently evaluate the Technical Proposals using the Proposal Evaluation Criteria.

At the ESC meeting, members will then discuss the strengths, weaknesses, and/or deficiencies. Individual ESC member scores will then be discussed by the committee as a whole.

After the Technical Proposals are scored, the ESC will incorporate the Price Proposal scores. Only those Technical Proposals determined by the ESC to be responsible and responsive (determined to be complete and in full and total compliance with all stated requirements), at their discretion will be considered. The Price Proposals will be evaluated for responsiveness. Responsive Price Proposals will be incorporated into the individual final evaluation scoring based on the relative weight of cost to the total overall evaluated score (cost plus technical). The ESC also reserves the right to refrain from making a recommendation in the event that no Proposal is deemed advantageous to the Authority.

1.13.1 Technical Proposal Format

Proposals shall be formatted into the sections described below. Discussions of past performances on other projects shall be minimized except as they relate to the proposed Work. Emphasis should be concentrated on accuracy, completeness, and clarity of Proposal content.

All parts, pages, figures, and tables should be numbered and clearly labeled. The Proposal should be organized into the following major sections:

Section	Title
	Cover Letter
	Table of Contents
1.0	**Qualifications and Experience**
2.0	**Personnel**
3.0	**Approach**
4.0	**SFRTA Submittal Document**
5.0	**Corporate Financial Information**

COVER LETTER:

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the Proposal; whether the organization is an individual, partnership or corporation; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to represent the Proposer.

TABLE OF CONTENTS:

Each Proposer shall include an outline of the Proposal, identified by sequential page number and by section, reference number and section title as described herein.

QUALIFICATIONS AND EXPERIENCE (Section 1.0)

a) Describe the Proposer's past performance and experience and state the number of years that the Firm has been in existence, the current number of employees, and the primary markets served. Explain the Proposer's status: fully independent, a branch office, subsidiary, member of affiliate network, etc. If a subsidiary, list the parent company and the firm relationship.

b) Provide a mission statement and describe the major and unique areas of specialty of the Proposer. Include the method used in developing corporate and community relations programs and how the Proposer measures the effectiveness of its programs.

c) Provide a list of the Proposer's full-time personnel by function and by professional/support status. Indicate which of the personnel will be directly involved in this contract.

d) Provide a list of the Proposer's in-house capabilities for art production, copy production, and media purchasing.

e) Provide a detailed description of comparable contracts (similar to the Scope of Services requested herein) which the Proposer has either ongoing or completed within the past five (5) years. The description should include: 1) the client, 2) description of work, 3) total dollar value of the contract, 4) contract duration, 5) customer contact person and phone number for reference, 6) statement or notation of whether the Firm is/was the prime contractor, subcontractor or subconsultant, 7) target audience, and 8) the result of the project. List and describe those projects performed for government clients or similar entities, including any mass transit or public transportation corporate and community relations campaigns.

f) Provide a list of the Proposer's total gross billings for the past five (5) years. Provide a list of the Firm's total billings for each of the following categories for the past five (5) years: radio, television, and newspaper/publications.

g) Provide a list of all the Proposer's current and past five (5) years clients. Describe where this project would rank among the Proposer's accounts.

h) Describe the Proposer's available research resources/systems to evaluate media placement. Explain the Proposer's marketing research capabilities and indicate which are accomplished in-house and which are subcontracted.

i) List procedures the Proposer uses in selecting and developing a creative strategy. List the Proposer's experience in developing cooperative advertising.

j) Describe any other experiences related to the work or services described in the Scope of Services.

k) List any of the Proposer's accounts which may be perceived as being in conflict with the interest of SFRTA if the Proposer is awarded the contract.

PERSONNEL (Section 2.0)

Provide an organization chart showing all individuals, including titles, to be assigned to the project. The chart must clearly identify the Proposer's employees and those of any subcontractors or subconsultants.

Describe the experience and qualifications of all key individuals who will be assigned to this project, including any subcontractors or subconsultants.

Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. Key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services on this project.

APPROACH (Section 3.0)

Demonstrate an understanding of the project Scope and its unique and subtle features from a technical, administrative, and political viewpoint.

Explain approaches to be taken in performing the Scope of Services.

Propose method to evaluate and measure each campaign successfully, at SFRTA's request.

Include criterion utilized to measure the outcome of each campaign.

Offer constructive concepts for the future.

Reporting must include frequency and duration of the evaluation process for each campaign.

SUBMITTAL DOCUMENTS PROVIDED BY SFRTA (Section 4.0)

Proposer shall complete and notarize where applicable the submittal documents identified in Section 1.12.1 of the RFP and shall insert into this section of its proposal. The Price Proposal is not to be included in this Section.

CORPORATE FINANCIAL DOCUMENTS (Section 5.0)

This section shall include relevant information regarding the organizational stability and strength of the Proposer. Each Proposer shall provide a copy of the most recent audited financial statements (including balance sheet, income statements, description of assets and liabilities), the State of Incorporation (if the Firm is a corporation), and financial references. A copy of the most recent business income tax return and Pro-Forma (un-audited) Financial Statement for the last three (3) years will be accepted if audited financial statements are unavailable. No pricing information should be included in this section; price proposal form must be submitted in a separate sealed envelope.

PRICE PROPOSAL FORM

The Price Proposal Form is to be completed and submitted in a separate sealed envelope.

1.14 EVALUATION PROCESS

The final selection of the Successful Contractor will be based upon the following evaluation process (the "Evaluation Process"). This process is designed to promote competition through the selection. Specific criteria will be applied throughout the selection process. The Proposal Evaluation Criteria (Exhibit 1) contains the criteria that will be used to evaluate the Proposals.

1. Evaluation of Proposals. Evaluation of Proposals based on the Evaluation Criteria as detailed in Exhibit 1.

   SFRTA may request additional information in writing from the Proposers during this phase of the Evaluation Process. SFRTA reserves the right to require oral presentations from the Proposers to the ESC. SFRTA may request Best and Final Offers (BAFOs) from Proposers during the Evaluation Process, however each initial offer should contain the Proposer's most favorable terms from a cost and technical standpoint.

2. Final Evaluation, Ranking, and Selection. Proposers shall be assigned a final ranking based upon their score developed through evaluation of the technical submittal and price proposal. The recommendation will be presented to the SFRTA Executive Director for approval. Upon the Executive Director's approval, Intent to Award will be issued.

3. Recommendation of Award to SFRTA Executive Director. The summary of the ESC and recommendation of award will be presented to the Executive Director.

4. Award of Contract by SFRTA's Governing Board. SFRTA will award the Contract to the Successful Contractor approved by the Governing Board to be most advantageous to SFRTA.

1.15 REVIEW OF FACILITIES AND QUALIFICATIONS

After the Proposal due date and prior to execution of the Contract, SFRTA reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications as well as provided documentation. This review will serve to verify data and representations

submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide facilities and perform the Work. The review may also serve to verify whether the Proposer has adequate financial capability to meet the Contract requirements. Should SFRTA determine that the Proposal or subsequently submitted documentation has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory Contract performance, or ascertains other bases for concern as to Successful Contractor's ability to perform the Work, SFRTA has the right to reject the Proposal.

1.16 PROTEST PROCEDURES

The following are SFRTA's procedures for protesting solicitations and contract awards.

Definitions

Interested Party means any bidder or proposer with legal standing that is affected adversely by SFRTA's decision concerning a solicitation or contract award.

Protest means a written objection to the commercial terms or technical specifications in the solicitation or the contract award.

Protest Period means the three (3) business days following the date of the posting of the Intent of Contract Award on SFRTA's website or the date of the issuance of an addendum as to the content of such addendum or the date of issuance of the Solicitation. A "business day" means normal business hours of 9 a.m. to 5 p.m. local time.

Solicitation Documents mean all of the documents used to solicit bids or proposals, including, but not limited to, the commercial terms, technical specifications of a Procurement and all addenda.

(1) Protest Policy: SFRTA provides Interested Parties with the opportunity for an administrative review of written Protests and strives to resolve any Protest expeditiously at the Procurement Director's level to the maximum extent possible.

(2) Filing a Protest: Only an Interested Party may file a Protest regarding the Solicitation Documents issued by SFRTA by filing a written Notice of Protest with SFRTA within seventy-two (72) hours from the availability date of the Solicitation Documents set forth in the advertisement posted on SFRTA's website, excluding Saturdays, Sundays and legal holidays observed by SFRTA or from the date of the issuance of any addenda if specifically relating to the content of the addendum. Failure to file a Notice of Protest within the provided timeframes, for any reason whatsoever, shall constitute a complete and absolute waiver of Protest rights.

With respect to any Protest of Contract award, the Notice of Protest shall be filed within the Protest Period. For Procurements not involving federal funds, SFRTA, at its sole discretion, may require in its Solicitation Documents that an Interested Party post with its formal Protest a Protest bond in the amount of 1% of the Contract amount or $25,000,

whichever is less. In the event the Interested Party receives an adverse determination on its Protest, the bond shall be forfeited to SFRTA.

An Interested Party shall file a formal written Protest within ten (10) business days of filing a Notice of Protest. In order to be considered, the Protest must contain: (i) the Interested Party's name, address, telephone number, email address, facsimile number, and taxpayer identification number; (ii) identification of the Procurement or Contract at issue; (iii) a complete and concise statement of the grounds for the Protest, supported by relevant documents; (iv) identification of all Persons with information germane to the Protest; (v) a chronology of efforts made to resolve the matter prior to filing the Protest; and (vi) a statement of the relief requested.

(3) Protest Decision: The Procurement Director shall reduce his or her decision to writing and shall transmit or otherwise furnish a copy of the decision to the Interested Party. The decision of the Procurement Director shall be final and conclusive unless, within seven (7) business days from the date of such decision, SFRTA receives from the Interested Party a written request for review of the decision addressed to the Executive Director. The decision of the Executive Director shall be final and conclusive.

(4) Continuation of Performance: The Procurement Director shall determine whether SFRTA will proceed with Contract award or, if the Contract has been awarded, whether to suspend performance of the Contract, pending a decision on the Protest. SFRTA has no obligation, however, to suspend award or performance of the Contract in the event of a Protest.

(5) Remedies: If SFRTA determines that a Protest is valid, the Executive Director, at his or her sole discretion, may: (i) Direct the Procurement Director to issue a new or amended Solicitation; (ii) award the Contract or recommend that the Board award the Contract, if the Contract amount exceeds the Executive Director's approval authority; (iii) terminate or suspend performance of the Contract that is the subject of the Protest; or (iv) take any other action permitted by law to promote compliance with SFRTA policies and applicable law.

(6) Filing of a Written Notice of Protest or Formal Protest: All Written Notices of Protests or Formal Protests must be filed with the Procurement Director. All Protests must be received at the address shown on the Solicitation Documents during normal office hours of 9:00 am to 5:00 pm, local time. Failure to file a Notice of Protest or a Protest as discussed herein, shall constitute a complete and absolute waiver of any such rights.

(7) Informal Resolution: The Procurement Director may, at his or her sole discretion, agree to meet with the Interested Party within seven (7) calendar days, excluding Saturdays, Sundays and legal holidays observed by SFRTA, after the filing of a Protest to attempt to resolve the matter.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RFP NO. 13-006

SECTION 2.0

GENERAL TERMS AND CONDITIONS

INDEX OF GENERAL TERMS AND CONDITIONS SERVICES

RFP 13-006

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

2.1 EXAMINATION OF DOCUMENTS 1
2.2 PROPOSAL COSTS 1
2.3 CONFLICT OF INTEREST 1
2.4 ASSIGNMENT 1
2.5 FAMILIARITY WITH LAWS 2
2.6 ADVERTISEMENTS 2
2.7 PUBLIC RECORDS 2
2.8 REQUIRED STATEMENTS AND CERTIFICATIONS 2
2.9 INSURANCE 2
2.10 INDEMNIFICATION 4
2.11 WAIVER OF SUBROGATION 4
2.12 TERMINATION FOR DEFAULT 4
2.13 TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION 6
2.14 PUBLIC ENTITY CRIMES 6
2.15 UNCONTROLLABLE FORCES 6
2.16 CLAIMS AND DISPUTES 7
2.17 RIGHTS IN TECHNICAL DATA 8
2.18 CONTRACTOR PERSONNEL 9
2.19 SUCCESSORS AND ASSIGNS 9
2.20 GOVERNING LAW 9
2.21 NO WAIVER 9
2.22 JOINT PREPARATION 10
2.23 SEVERABILITY 10
2.24 ATTORNEY'S FEES 10
2.25 RELATIONSHIP OF THE PARTIES 10
2.26 CONTINGENT FEE 10
2.27 TRUTH IN NEGOTIATING 11
2.28 CONFLICT OF PROVISIONS 11
2.29 CONTRACT MODFICATIONS 11
2.30 ACCEPTANCE 11
2.31 OWNERSHIP OF DOCUMENTS 11
2.32 VARIANCES IN TERMS AND CONDITIONS 12
2.33 MISCELLANEOUS 12
2.34 E-VERIFY 12
2.35 CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES 12

2.0 - GENERAL TERMS AND CONDITIONS

2.1 EXAMINATION OF DOCUMENTS

The submission of a Proposal will constitute an incontrovertible representation by Contractor that Contractor has complied with every requirement of the RFP; that without exception, the Proposal is premised upon performing and furnishing the Work required by the RFP and applying the specific means, methods, techniques, sequences, or procedures for the Work that may be shown or indicated or expressly required by the RFP; that Contractor has given SFRTA written notice of all conflicts, errors, ambiguities and discrepancies that Contractor has discovered in the RFP and the written resolution thereof by SFRTA is acceptable to the Contractor; and that the RFP is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

2.2 PROPOSAL COSTS

Contractors submitting Proposals do so entirely at their expense. All expenses involved with the preparation and submission of a Proposal to SFRTA, participation in the Evaluation Process, or any work performed in connection therewith, shall be solely the Contractor's responsibility. No payment will be made for any Proposals received, nor for any other effort required of or made by the Contractor prior to commencement of Work as defined by a contract approved by the SFRTA Governing Board.

2.3 CONFLICT OF INTEREST

SFRTA shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of SFRTA, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest. Material interest means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

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

2.4 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of any resultant Agreement, including any or all of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of SFRTA.

SFRTA may assign its rights and obligations under any resultant Agreement to any successor to the rights and functions of SFRTA or to any governmental agency to the extent required by applicable laws or governmental regulations all or part of the specified deliverable items as originally competed and evaluated to one or more third parties.

2.5 FAMILIARITY WITH LAWS

The Contractor is required to be familiar and shall comply with all Federal, State and local laws, ordinances, rules, and regulations that in any manner affect the Work. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.

2.6 ADVERTISEMENTS

In submitting a proposal, Contractor agrees not to use the results of the selection process as a part of any commercial advertising, without the prior express written consent of SFRTA.

2.7 PUBLIC RECORDS

Contractors are hereby notified that responses to this RFP will be available for public inspection after opening of the responses in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Act." SFRTA shall not be liable to a Contractor for disclosure of all or any portion of a submitted Proposal. The Contractor shall allow public access to all documents, papers, letters, or other material, subject to the applicable provisions of Chapter 119, and made or received by the Contractor in conjunction with the Agreement. Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of the Agreement by SFRTA.

2.8 REQUIRED STATEMENTS AND CERTIFICATIONS

In addition to those forms required to be submitted with the proposal that are included in the Submittal Documents, the SUCCESSFUL CONTRACTOR shall execute the following documents:

- Agreement
- Certificate of Insurance

2.9 INSURANCE

2.9.1 Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance as specified elsewhere in this Contract as will assure to SFRTA the protection contained in the foregoing indemnification undertaken by the Contractor.

2.9.2 SFRTA reserves the right to reject coverage from any company not acceptable to the Authority and to require the Contractor to obtain coverage from another source. Self insurance shall not be acceptable under the terms of this Contract.

2.9.3 The Contractor shall furnish certification of insurance to the Contracting Officer within ten (10) business days of Contractor's receipt of a fully executed Contract. If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) business days to submit a corrected certificate to the Contracting Officer. If the Contractor fails to submit the required insurance certificate in the manner prescribed within fifteen (15) business days from the receipt of a fully executed Contract, the Contractor shall be in default, and this Contract may be rescinded. Under such circumstances, the Contractor may be prohibited from submitting future responses to SFRTA.

2.9.4 Such policy or policies shall be issued by a company or companies authorized to transact business in the State of Florida or an eligible surplus lines insurer in good standing with the Florida Insurance Commissioner's Office. All policies must be endorsed to provide SFRTA with thirty (30) days, notice of cancellation, non-renewal and/or restriction and it shall be stated on the Insurance Certificate that this coverage is primary to all other coverage SFRTA may possess.

2.9.5 Contractor shall use the Standard "ACORD" Insurance Certificate form with the following language struck through and deleted, "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" in the "Cancellation" paragraph of the form. Should such policy require an endorsement page, that page shall be submitted with the Standard "ACORD" Insurance Certificate.

2.9.6 Renewal of Insurance. The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this section remains in force with no changes for the duration of the contractual period. If the insurance certificate is scheduled to expire during this period, the Contractor shall be responsible for submitting a new or renewed insurance certificate to the Contracting Officer at a minimum of thirty (30) calendar days in advance of such expiration. In the event the expired certificate is not replaced with a new or renewed certificate which covers the contractual period, the SFRTA shall suspend this Contract and shall suspend all payments until such time as the new or renewed certificate is received by the Contracting Officer.

2.9.7 Minimum Coverage. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor of liability in excess of such coverage, nor shall it preclude SFRTA from taking such other actions as is available to it under any other provisions of this Contract or otherwise in law or equity.

2.9.8 Additional Insured. In all instances where the Contractor's insurance is required to name parties as Additional Insureds, a copy of the Additional Insured Endorsement(s) shall be attached to the Certificate of Insurance. The additional insured coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other coverage is primary, contributing or excess.

2.9.9 The above indicated insurance coverages shall be issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Report, or "AA" or better by

Standard & Poor's Insurance Rating Service, or "AA" or better by Moody's Investors Service. SFRTA reserves the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services.

2.10 INDEMNIFICATION

To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless SFRTA, its officers and employees, and the Florida Department of Transportation ("FDOT"), from any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees (including appeals) to the extent caused in whole or in part by the acts or omissions of Contractor or anyone employed or used by the Contractor in the performance of this Contract. SFRTA and Contractor agree the first $100.00 of the Contract Amount paid by SFRTA to Contractor shall be given as separate consideration for this indemnification, the sufficiency of which is acknowledged by Contractor's execution of this Contract.

2.11 WAIVER OF SUBROGATION

SFRTA and Contractor waive all rights against each other for damages or injuries caused by perils covered by any insurance maintained by a party hereunder, to the extent such damages or injuries are covered by such insurance, except such rights as they may have to the proceeds of such insurance held by a party as trustee. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

SFRTA and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

SFRTA waives subrogation against the Contractor on all property and consequential loss policies carried by SFRTA on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the policies of insurance referred to in this section require an endorsement to provide for continued coverage, where there is a waiver of subrogation, the holders of such policies will cause them to be so endorsed. Failure to obtain the proper endorsement nullifies the waiver of subrogation.

2.12 TERMINATION FOR DEFAULT

The Contractor shall be considered in material default of the Contract and such default shall be considered cause for SFRTA to terminate the Contract, in whole or in part, as further set forth in this Article, if the Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by SFRTA; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5)

fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

If SFRTA determines that the Contractor is in default under this Contract, SFRTA shall notify the Contractor in writing of the Contractor's default(s). If SFRTA determines that the Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by the Contractor of said written notice, then SFRTA, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders that SFRTA may designate, and complete all or any portion of the Contractor's Work by whatever means, method or agency which SFRTA, in its sole discretion, may choose. In the event of termination, Contractor shall cooperate with SFRTA in the retrieval of all information and documentation to be taken into SFRTA's possession within seven (7) calendar days from notice of termination.

If SFRTA deems any of the foregoing remedies necessary, the Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by SFRTA incident to such completion, shall be deducted from the unpaid balance of the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to SFRTA on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by SFRTA to complete the Work, the Contractor shall be entitled to such unpaid excess portion. Any amounts to be paid to SFRTA by the Contractor pursuant to this Paragraph, the obligation for payment shall survive termination of the Contract.

The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by SFRTA in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

If, after notice of termination of the Contractor's notice to proceed pursuant to this Article, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that SFRTA is not entitled to the remedies against the Contractor provided herein, then such termination shall be deemed a termination for SFRTA's convenience and the

Contractor's remedies against SFRTA shall be the same as and limited to those afforded the Contractor under Paragraph below.

2.13 TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

SFRTA shall have the right to terminate this Contract without cause upon thirty (30) calendar days written notice to the Contractor. In the event of such termination for convenience, the Contractor's recovery against SFRTA shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but the Contractor shall not be entitled to any other or further recovery against SFRTA, including, but not limited to, damages or any anticipated profit on portions of the Work not performed. In the event of termination, Contractor shall cooperate with SFRTA in the retrieval of all information and documentation to be taken into SFRTA's possession within thirty (30) calendar days from notice of termination.

SFRTA shall have the right to suspend all or any portions of the Work upon giving the Contractor two (2) calendar days prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds two hundred (200) calendar days, the Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension.

2.14 PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a firm, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being on the convicted vendor list.

2.15 UNCONTROLLABLE FORCES

Neither SFRTA nor the Contractor shall be considered to be in default of the Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

2.16 CLAIMS AND DISPUTES

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between SFRTA and the Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Initial notice of Claims by the Contractor shall be made in writing to the SFRTA Project Manager within forty-eight (48) hours after the first day of the event giving rise to such Claim, or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the SFRTA Project Manager within fifteen (15) calendar days after the occurrence of the event unless SFRTA grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the Contractor for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth in Paragraph above.

The Contractor shall proceed diligently with its performance as directed by SFRTA, regardless of any pending Claim, unless otherwise agreed to by SFRTA in writing. SFRTA shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Contract, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

Any litigation between SFRTA and the Contractor, whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and SFRTA and the Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the

SFRTA and the Contractor shall lie and be only in the appropriate State courts of the State of Florida's Seventeenth Circuit in and for Broward County, Florida. SFRTA and the Contractor consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. By submittal of its Proposal, the Proposer EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY REGARDING ANY DISPUTE RELATING TO THE CONTRACT (AND THE CONTRACTOR'S WORK HEREUNDER) THAT RESULTS IN LITIGATION.

2.17 RIGHTS IN TECHNICAL DATA

All documents and materials prepared or developed by the Contractor and its subcontractors pursuant to this Agreement shall become the property of SFRTA without restriction or limitation on their use and shall be made available upon request to SFRTA at any time. Original copies of such shall be delivered to SFRTA upon completion of the services or termination of the services. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of SFRTA.

No material or technical data prepared by the Contractor under this Agreement is to be released by the Contractor to any other person or agency except as necessary for the performance of the services. All press releases or information to be published in print or electronic media, shall be distributed only after first being authorized by SFRTA.

SFRTA shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

The Contractor shall agree to grant to SFRTA and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for this Agreement. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for SFRTA to use in the manner herein described.

The Contractor warrants that the processes, design, equipment, materials, or devices used in providing the services shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against SFRTA the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by SFRTA, and indemnify and hold harmless SFRTA, its subsidiaries, agents, officers and employees from all liability, damages, costs, and expenses associated therewith, including, without limitation, defense costs and attorney fees.

2.18 CONTRACTOR PERSONNEL

SFRTA's selection of the Contractor for the performance of the Scope of Services is based in part upon a careful consideration of the qualifications and experience of Contractor's personnel, including subcontractors, who will participate in the Scope of Services. The names of these personnel and their areas of participation under this Agreement are set forth in the Contractor's submittal.

The Contractor shall be responsible for the performance of all of the work contained in the Scope of Services and shall utilize the specialized expertise and experience of the personnel listed in the Contractor's submittal.

SFRTA shall have the right to demand the removal of any of the personnel listed in the Contractor's submittal for reasonable cause and by written notice.

The Contractor shall not replace any of the personnel listed in the Contractor's submittal without the prior written approval of SFRTA, which SFRTA agrees, will not be unduly withheld.

In the event the Contractor, through circumstances beyond its control, is unable to provide the services of the personnel listed in the Contractor's submittal, the Contractor shall be responsible for providing other personnel for the performance of the particular items of work involved, whose expertise and experience, in the opinion of SFRTA are equivalent to that which would have been provided by the originally listed person(s).

The Contractor shall be responsible for any additional costs caused by the substitution of personnel for those listed in the Contractor's submittal. In no event shall any substitution of personnel result in an increase in compensation to be paid to the Contractor by SFRTA.

2.19 SUCCESSORS AND ASSIGNS

Subject to the provisions hereof, the terms of this Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.

2.20 GOVERNING LAW

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

2.21 NO WAIVER

The failure of SFRTA to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

2.22 JOINT PREPARATION

The preparation of this agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

2.23 SEVERABILITY

In the event any term or provision of this agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this agreement shall be construed to be in full force and effect.

2.24 ATTORNEY'S FEES

In the event it shall become necessary for either party to this Agreement to institute legal proceedings against the other party for recovery of any amounts due and owing under this agreement, then in such event, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs, including reasonable attorneys' fees, of pre-suit collection attempts, suit, and post judgment or settlement collection, including those incurred on appeal.

2.25 RELATIONSHIP OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. The Contractor is and shall be in the performance of all work, services, and activities under this Agreement independent, and not an employee, agent, or servant of SFRTA. All persons engaged in any of the work or services performed pursuant to this Agreement shall, at all times and in all places be subject to the Contractor's sole discretion, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to SFRTA shall be that as an independent contractor and not as employees or agent.

2.26 CONTINGENT FEE

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the making of this Agreement. For the breach or violation of this provision, SFRTA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

2.27 TRUTH IN NEGOTIATING

Execution of this Agreement by the Contractor shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which SFRTA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

2.28 CONFLICT OF PROVISIONS

Where there is a conflict between any provision set forth within this Agreement and a more stringent state or federal provision that is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

2.29 CONTRACT MODIFICATION

This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought, with the exception of a Change Directive. SFRTA may issue a Change Directive directing the Contractor to make changes in the plans, specifications or work that does not involve a material change in the Contract's scope of work.

2.30 ACCEPTANCE

Submission of any Proposal indicates a Contractor's acceptance of the conditions contained in this RFP.

2.31 OWNERSHIP OF DOCUMENTS

SFRTA reserves the right to retain all Proposals, regardless of which response is selected. No Proposals will be sent back to Contractors. All tracings, plans, specifications, maps and/or reports prepared or obtained under the Contract Documents shall be considered works made for hire and shall become property of SFRTA without restriction or limitation on their use, and shall be made available upon request to SFRTA at any time. The Contractor therefore agrees not to publish, copyright or patent any of the data furnished in compliance with the Agreement. SFRTA shall have the right to visit the offices of the Contractor for review of such data at any time. The Contractor shall not be liable for use by SFRTA of said tracings, plans, specifications, documents, studies, or other data for any purpose other than intended by the terms of the Contract Documents.

2.32 VARIANCES IN TERMS AND CONDITIONS

Where there appears to be variances or conflicts between the General Terms and Conditions, Special Terms and Conditions, RFP Requirements/Instructions and/or Scope of Services in this Request for Proposal, the governing order shall be as follows:

Scope of Services
Special Terms and Conditions
RFP Requirements/Instructions
General Terms and Conditions

2.33 MISCELLANEOUS

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

There are no understandings or agreements except as herein expressly stated.

Failure to capitalize any defined term in the Contract Documents shall not change the meaning of the defined term when used in the Contract Documents.

2.34 E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the Contract term to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

All contracts between such contractor and a subcontractor shall require the subcontractor to disclose similar provisions in their subcontractor agreements. Such contractor and subcontractors shall be required to certify as to the truth of this provision or to disclose circumstances to the contrary.

2.35 CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

In accordance with Florida Statute Section 287.135(3), a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RFP NO. 13-006

SECTION 3.0

SPECIAL TERMS AND CONDITIONS

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 TERM

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

3.2 COMPENSATION

3.2.1 Payments shall be made upon proper submittal of an invoice for performance of the work which each payment represents. Contractor shall make Application for Payment for work completed at intervals of not more than once per month. The Contractor's invoice shall show a complete breakdown of the work components, Purchase Order Number, Contract Number, actual hours expended, hourly billing rates, and reimbursable expenses for which the Contractor expects to be paid, together with such supporting evidence as may be required by the Project Manager. The Contractor is not authorized to proceed with any work under this Agreement without authorization from SFRTA's Project Manager or the appointed designee. All invoices must meet or exceed generally accepted accounting standards, and must be in a format suitable for SFRTA's audit requirements. SFRTA shall pay the Contractor all invoices or items set forth in such invoices which are not in dispute within forty-five (45) days after receipt of the invoices. Invoices are to be sent to the Attention of the SFRTA Project Manager and not to any other individual or department.

3.2.2 SFRTA agrees to pay the Contractor, as compensation for its services provided, fees to be computed based on the Schedule of Professional Rates submitted with the Contractor's proposal. These hourly rates are to include all employee benefits, excise and payroll taxes, social security, unemployment compensation insurance, and retirement benefits. In addition, the rates shall include both direct and indirect overhead. The hourly rates shall apply only to time directly attributable to the services performed under this Agreement and shall exclude travel time.

3.2.3 In addition to professional fees, SFRTA will pay the Contractor at direct cost without markup, reasonable and appropriate reimbursable expenses, including but not limited to the following: linotronic output, fiery output, printing, film, stats, photos, media/advertising placement, computer cds, model and/or talent fees, express delivery charges, and other expenses pre-approved in writing by SFRTA. SFRTA will not pay the Contractor any expenses for travel or meals in Miami-Dade, Broward, or Palm Beach Counties except as provided in paragraph 3.2.3.1. Reimbursable expenses will not be paid without the prior express written approval of the expenses by SFRTA.

3.2.3.1 Travel expenses for out of town personnel will be paid only with the prior express written consent of SFRTA and in accordance with the provisions of Chapter 112, Florida Statutes. Contractor shall submit an estimate of the travel expenses to the Project Manager for approval prior to incurring any travel

expenses. Out of town personnel will be eligible for meal reimbursement at SFRTA's current travel per diem of NTE $40.00 per day.

3.2.4 Contractor's books and records shall be available at all reasonable times for examination and audit by SFRTA, state and federal auditors during the term of this Agreement and for a period of three (3) years thereafter. Incomplete or incorrect entries in such books and records will be grounds for disallowance by SFRTA of any fees or expenses based upon such entries.

3.2.5 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.

3.2.6 Certification of Payment to Subcontractors

Prior to receipt of any progress (partial) payment, the Contractor shall certify that all Subcontractors having an interest in the Contract have received their pro rata share of previous progress payments made to the Contractor for all Work completed and materials furnished in the previous period. Contractor shall provide this certification in the forms described in the below subparagraphs. SFRTA will not make any progress payments after the initial partial payment until the Contractor certifies that it has disbursed to all Subcontractors having an interest in the Contract their pro rata shares of the payment it has previously received, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both SFRTA and the affected Subcontractors. Contractor shall obtain from the subcontractor an executed sworn Payment Certification Form and shall submit the form to SFRTA with each of the Contractor's requests for payment, with the exception of the first request for payment. The Subcontractor's failure to sign the Payment Certification Form and forward the form to the Contractor immediately upon receipt of payment is sufficient grounds for SFRTA to suspend any further payments until certification is submitted. The Contractor's failure to submit the Payment Certification Forms covering all payments made to Subcontractors, within 30 days after receiving progress payments, is sufficient grounds for SFRTA to suspend further payment until certifications are received. Within 30 days of the Contractor's receipt of the progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all Subcontractors having an interest in the Contract their pro rata shares of the payment for all Work performed and materials furnished. SFRTA will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both SFRTA and the affected Subcontractors within said 30-day period.

3.2.6.1 The Contractor shall submit one (1) original of a notarized Certificate of Disbursement of Previous Periodic Payment to Subcontractors with each application for payment except the first one submitted.

3.2.6.2 The Contractor shall submit one (1) original of a notarized Subcontractor's Certificate of Previous Payment with each application for payment except the first one submitted.

3.2.6.3 When informed that SFRTA requires additional substantiating information, submit one (1) copy, with cover letter, showing application number and date, for each submittal of data justifying the line item amounts in question.

3.2.7 The Contractor shall provide SFRTA with all discounts provided for advertising and other services provided under the Agreement, including but not limited to, rebates, discounts, incentives, and prepaid benefits (the "Discounts"). Contractor shall provide SFRTA with all Discounts received on a monthly basis either in the form of a check or credit on the Contractor's monthly invoice for the Project.

3.2.8 The parties agree that no less than fifty percent (50%) of the monies spent under the Agreement shall be spent on advertising, and no more than fifty percent (50%) shall be spent on staff and administrative costs.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RFP NO. 13-006

SECTION 4.0

SCOPE OF WORK

4.0 - SCOPE OF SERVICES

4.1 SCOPE OF WORK

SFRTA may require the Contractor to provide some or all of the tasks identified in the following Scope of Services. The number of assignments issued by SFRTA shall depend solely upon the Authority's actual need for services under this Agreement. SFRTA makes no guarantee of the amount of work which may or may not be assigned to the Contractor and Contractor agrees that the lack of work issued by SFRTA under this Agreement shall not be grounds for any claim for compensation or damages, including, but not limited to, consequential damages or lost profits. The Contractor is not authorized to proceed with any task under this Agreement unless directed to do so in writing by the SFRTA Project Manager or the SFRTA-designated appointee. Use of the final product for any tasks is subject to SFRTA approval and/or modification.

The major objective of the Scope of Work is to obtain a full service, experienced and versatile public relations and marketing resource that demonstrates competence in many areas and can perform a broad range of tasks with creativity, efficiency and accuracy. The Contractor's services may consist of the following:

4.2 COMMUNITY OUTREACH AND MARKETING

4.2.1 Develop a well-structured community outreach and marketing plan to increase SFRTA's visibility and ridership and to enhance its image through community outreach and marketing strategies that promote awareness of the benefits of using its commuter rail service and how, using empirical data, the service promotes a more livable and sustainable South Florida community, economy and environment. The plan should clearly describe how the plan will increase ridership. The plan should include an implementation strategy (incorporating budget) for achieving higher ridership. It also should include a method for evaluating over time increased visibility and reinforced awareness of SFRTA's Tri-Rail service through measurable results.

4.2.2 Develop passenger survey instruments to determine what the passenger needs are, including conducting surveys, tabulating results and preparing findings and reports. This service may include onboard, station, telephone and direct mail surveys.

4.2.3 Identify potential customers and present a menu of communication strategies to reach them.

4.2.4 Develop and produce image-building programs and create a consistent and appropriate identity or "look" for SFRTA and Tri-Rail; elevate profile of SFRTA locally, regionally, and nationally.

4.2.5 Facilitate promotional partnerships with community organizations/events and corporations; research and acquire sponsorship opportunities and assist in forming coalitions with corporate entities to obtain measurable results for SFRTA.

4.2.6 Organize wide range of special events and promotional campaigns such as mail promotions and education programs for public/private school students and educators to increase visibility and ridership.

4.2.7 Develop highly visible publicity campaigns.

4.2.8 Create strategies for growth and help set marketing goals that are compatible with organizational objectives; plan, shape and continually foster consistent community image.

4.2.9 Make all arrangements for and conduct focus groups; establish feedback loop for riders to communicate with SFRTA staff.

4.2.10 Website and social media development and adaptation as needed.

4.2.11 Develop concepts that promote regionalism.

4.3 PUBLIC/MEDIA RELATIONS

4.3.1 Develop, design and produce wide range of materials such as media kits, trade show materials, annual reports, brochures, media releases, and newsletters. Manage production of collateral materials including design, print, and delivery.

4.3.2 Write articles and arrange for publication in appropriate media; develop news stories, feature stories, profile pieces, editorial responses, and speaking points.

4.3.3 Set up and stage press conferences, publicity tours, editorial board meetings and interviews.

4.3.4 Prepare presentations and speeches for SFRTA staff and Board members.

4.3.5 Provide media training for crisis management, spokesperson training and ongoing interview preparation.

4.4 ADVERTISING

4.4.1 Create radio, television, outdoor, print, point-of-purchase and direct response advertising; handle all aspects of campaign planning and production including but not limited to creative direction, copy development, design of artwork, layout, photography, securing talent, coordinating production schedules, editing, selection of music/jingle, and traffic instructions.

4.4.2 Develop advertising campaigns and media buy schedules incorporating print, radio, television, and outdoor advertising as appropriate; this work includes budgeting, negotiating and placing buys based on commission-free rates, compiling buy sheets, following up with media outlets, reviewing and reconciling all invoices for payment.

4.4.3 Provide advice and assistance to SFRTA for the development of an onboard and station advertising sales program.

4.5 INCOME GENERATION

4.5.1 Maximize the potential for earned income through the sale of onboard advertising and on print collaterals.

4.5.2 Create partnerships to generate cash sponsorships in support of promotions and marketing efforts.

4.6 PROJECT ADMINISTRATION

4.6.1 Develop weekly and/or monthly written status reports to SFRTA Project Manager with detailed time, date and topic of meetings/activities. The format of the report shall be determined during a pre-project meeting of project principals.

4.6.2 Closely monitor fixed and variable costs; promotional and image building plans must be cost effective.

4.6.3 Make maximum use of allocated funds and achieve success when confronted with limited resources; creatively incorporate existing SFRTA resources (staff, audio visual materials, etc.) into efforts.

4.6.4 Work closely with SFRTA Project Manager to coordinate all related efforts.

4.6.5 The Contractor will identify an employee to serve as its Project Manager throughout the term of the Agreement. The Contractor may not remove the Project Manager without SFRTA's prior written approval of Contractor's proposed replacement.

4.6.6 Coordinate activities with SFRTA's previous marketing contractor to ensure a smooth transition (if applicable).

4.7 OWNERSHIP OF MATERIALS

All work products created for SFRTA by the Contractor or any subcontractors, whether used or not, shall be considered "works made for hire" and all copyrights to such products shall be the property of SFRTA. Work product shall include, but not be limited to, all graphic art, regardless of media or stock; original drawings, photographs, reports, surveys, computer software, and all other materials created for SFRTA by the Contractor.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RFP NO. 13-006

EXHIBITS

EVALUATION CRITERIA

RFP 13-006

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

The criteria outlined below will be used in evaluating the Proposer responses. All criteria are important.

1. **Qualifications and Experience - [Maximum 25 points]**

   This category will evaluate the Proposer's experience, qualifications, capabilities, and past performance in providing the required services.

2. **Personnel - [Maximum 20 points]**

   This category will evaluate the experience and qualifications of individuals, including subcontractors and subconsultants, who will be assigned to the project.

3. **Approach - [Maximum 35 points]**

   This category will examine the Proposer's approach, creativity, and resourcefulness to provide the required services.

4. **Cost - [Maximum 20 points]**

   The Proposer, offering the lowest total price proposal shall receive 20 points for the cost criteria. The remaining firms shall be rated in accordance with the following formula:

   Scores will be based on the following formula:

   $$S = \left(1 - \frac{b-a}{a}\right) \times 20$$

   where:
   a = Dollar amount of the lowest price proposal
   b = Dollar amount of price proposal to be rated
   s = Score (rounded to the nearest 10th of a point)

PROPOSAL FORM

RFP No. 13-006

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

CONTRACTOR :_____

PROPOSALS WILL BE DUE AT 5:00 P.M. ON MAY ~~7~~10, 2013 AND MAY NOT BE WITHDRAWN WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER SUCH DATE.

I CERTIFY that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same contractual services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this proposal and that the proposal is in compliance with all requirements of the Request for Proposal including, but not limited to, certification requirements.

The Contractor further declares that it has examined the solicitation documents and all addenda, and that it has satisfied itself about SFRTA's requirements and all other information in the solicitation.

The Contractor certifies neither the proposing firm nor any of its officers is on the State of Florida Comptroller General's List of Ineligible Bidders or the United States comptroller General's List of Ineligible Firms for Federally Financed or Assisted Projects.

_____ Authorized Signature

_____ Printed Name

Addenda: Provide signature and date for each Addenda received.

1.	2.	3.
4.	5.	6.

PRICE PROPOSAL FORM
SCHEDULE OF PROFESSIONAL RATES

PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

REQUEST FOR PROPOSAL (RFP) 13-006
CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

DESCRIPTION	HOURLY RATE		EST/HRS	TOTAL
Partner, Corporate Officer, Principal	_____	X	200	_____
Account Supervisor	_____	X	450	_____
Account Executive	_____	X	250	_____
Creative Director	_____	X	500	_____
Graphic Artist	_____	X	500	_____
Copywriter	_____	X	100	_____
Media Buyer	_____	X	140	_____
Clerical Assistant	_____	X	200	_____

ESTIMATED TOTAL ANNUAL LABOR COST $ _____

NOTE: THE ANNUAL LABOR HOURS SPECIFIED ABOVE ARE ESTIMATED QUANTITIES ONLY. CONTRACTOR WILL BE REIMBURSED AT THE PROPOSED HOURLY RATES FOR ACTUAL HOURS OF EFFORT AND EXPENSES INCURRED WILL BE REIMBURSED AT COST. IT IS EXPRESSLY UNDERSTOOD THAT THE APPROXIMATE QUANTITIES IDENTIFIED ABOVE ARE FOR EVALUATION PURPOSES ONLY AND ARE SUBJECT TO CHANGE DEPENDING UPON SFRTA'S ACTUAL NEED FOR SERVICES UNDER THE RESULTANT AGREEMENT, AND SHALL FORM NO BASIS FOR ANY CLAIM IN THE EVENT THAT THEY DO NOT CORRESPOND TO THE HOURS ACTUALLY WORKED BY THE CONTRACTOR.

_____
Contractor

_____
Authorized Person (Print or Type) Title

_____
Address

_____
Telephone Fax

_____
Signature

_____
County Of

_____
State Of

Affix Corporate Seal
(If Applicable)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____

By _____

___ An individual acting in their own right;

___ _____ of _____
Title Corporation/Company

a _____ Corporation, on behalf of the corporation.
State

___ Acknowledging partner/agent on behalf of _____ a partnership.
Name of partnership

This person is personally known me or has produced _____ as identification and did/did not take an oath.

Place Notary Seal Here

_____
Signature of Person Taking Acknowledgment

In lieu of Stamp: _____ _____
Type or Print Name Title

_____
Expiration Date

CONTRACTOR'S QUALIFICATION CERTIFICATION

Complete one form for each firm if a Partnership or Consortium

Firm Name:_____

Address:_____

City,State,Zip:_____

Telephone: ( ) _____ Fax: ( ) _____

Contact Person:_____Title:_____

E-Mail Address:_____

FEID # _____ DUNS # _____ FLVendor #_____

1. DBE Certified ____ No ___ Yes Classification:_____
Certified By:_____

2. Specify the principal product or service offered by your firm:_____
_____

3. Identify the area(s) which the business serves:___ Miami-Dade___ Broward
___ Palm Beach ___Florida ___Other_____

4. Date business was established:_____ Occupational License:_____

5. Type of Business:

A. ____**Sole Proprietor**

Name_____
Home Address_____
Home Phone ( )_____ Cell Phone_____
Professional license/Certificate of Competency#_____

B. ____**Partnership**

Are the owners of the business lawful, permanent residents of Florida? ____Yes ____No
Provide the name, residential address and telephone number of all owners of the business.

Partners Name	Res. Address	Phone Number	Cell Number

Professional license/Certificate of Competency #:_____
Name in which license/Certificate of Competency is issued:_____

C. ____**Corporation** Incorporated in the state of _____ Date_____

Officer's Names	Title	Res. Address	Phone No.

Professional license/Certificate of Competency #:_____

Name in which license/Certificate is Issued_____

6(a). List each contract completed by you during the last five (5) years, or if less than five (5) contracts have been completed in the last five (5) years, list the last five (5) contracts completed **for which liquidated damages or other contractually stipulated sums or damages were assessed** against you for failure to complete the work on time or for any other breach of contract by you. For each such contract, provide a brief description of the work performed, the initial contract amount, the dollar amount at completion, date completed, and the name and telephone number of the owner's representative.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Completed

6(b). For the last five (5) years, list each contract under which the owner has **called upon your surety to complete the work, has terminated for default, or sued to complete performance or recover damages.** If fewer than five (5) contracts have been so affected during the last five (5) years, list the last five (5) contracts to be so affected. For each such contract, provide the same information as required in (a) above, and in addition, provide the name and contract person with telephone number of you surety.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Comp	Surety POC & Phone No.

6(c). List the details of any litigation which your firm has been involved with for the past five (5) years (Attach pages if necessary).

_____

_____

7. References (Please list prior similar projects)

Year	Project Name	Company Name	Dollar Amount	Contact Person Phone No.

Estimated amount of current work under contract: $_____

8. Major projects in process

Project No. and Title	Owner	Value	Percent Complete	Contact Person Phone No.

Note: Attach additional sheets if necessary.

I, _____, _____, OF _____, CERTIFY THE INFORMATION PROVIDED ON THIS QUALIFICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Signature

Affix Corporate Seal

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, _____
By _____

An individual acting in their own right;

_____ of _____
Title Corporation/Company

a _____ Corporation, on behalf of the corporation.
State

Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

This person is personally known me or has produced _____ as identification and did/did not take an oath.

Place Notary Seal Here

_____
Signature of Person Taking Acknowledgment

In lieu of Stamp: _____ _____
Type or Print Name Title

_____
Expiration Date

KEY EMPLOYEE CERTIFICATION

Position of Employment: _____

Employee _____
Address _____
City/State/Zip _____
Social Security No.(optional): _____ FEID No.: _____
Drivers License No. (optional): _____ Other _____

____U.S. Citizen ____ Registered Alien No.: _____

EEO Data: ____ Black ____ Hispanic ____ Asian American
____ American Indian ____ Other

Training Completed: (List Type, Dates and References)

Description	References	Date Started	Date Completed

Job Experience: List only applicable experience. (List dates and company References)

Description	References	Date Started	Date Completed

Employment Date: _____ (Specify date hired or if a new employee for this contract write "to be determined")

PROPOSED NEW EMPLOYEE STATEMENT
(To be completed by planned "new employees" only)

Date: _____
I _____ , AGREE TO WORK FOR _____
(Print or Type) Firm
_____, ON THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PROJECT, SHOULD THE FIRM BE AWARDED THE CONTRACT AS A RESULT OF THIS RFP.

_____
Signature

Exhibit 6

SCHEDULE OF PARTICIPATION
DISADVANTAGED BUSINESS ENTERPRISE

The undersigned representative of the Firm states that the undersigned has contacted the DBEs listed below and that said DBEs have agreed to perform the work for the dollar value set forth and that the following information regarding DBE Subcontractors is true and correct to the best of their knowledge. The dollar value identified below shall be the actual value of goods and/or services anticipated to be awarded to the listed DBE firm.

Name of DBE Subcontractor & Phone No.	Type of Minority*	Contract Items to be Purchased or Performed	Estimated Dollar Value of Participation

Note: Attach copies of DBE Certifications for the above listed firms.

- Under Minority Group Enter:

B – Black American
H – Hispanic American
8(a) - SBA 8(a)
N - Native American
I - Asian Indian American
P - Asian Pacific American
W – Caucasian Women

Signature

Date

DRUG FREE WORKPLACE CERTIFICATE

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Bidder's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   a. The dangers of drug abuse in the workplace;
   b. The Bidder's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs;
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;

4. Notify all employees, in writing, of the statement required by paragraph 1, that as a condition of employment on a covered contract, the employee shall:

   a. Abide by the terms of the statement;

   b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction;

5. Notifying South Florida Regional Transportation Authority in writing within ten calendar days after receiving notice under subdivision 4(a) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under paragraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.:

   a. Taking appropriate personnel action against such employee, up to and including termination; or

   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Firm: _____
(Please print or type)

By: _____
Authorized Signature

_____ _____
Name of Authorized Signature Date

Affix Corporate Seal
(If Applicable)

_____
County Of

_____
State Of

The foregoing instrument was acknowledged before me on this _____ day of _____, _____
By _____

____ An individual acting in their own right;

____ _____ of _____
Title Corporation/Company
a _____ Corporation, on behalf of the corporation.
State

____ Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

This person is personally known me or has produced _____ as identification and who (did/did not) take an oath.

_____
Signature of Person Taking Acknowledgment

Place Notary Seal Here

In lieu of Stamp: _____ _____
Type or Print Name Title

_____
Expiration Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS -

1. By signing and submitting this certification with the bid or proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, SFRTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid or proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "persons", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the person to which this bid or proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction -" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and in all subcontracts.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transaction authorized under paragraph 5 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the SFRTA may pursue available remedies, including suspension and/or debarment.

State of _____ County of _____

I, _____, hereby attest and swear that I am

_____ of _____ and the
(Title) (Firm)
named firm is submitting the attached bid/proposal for the project(s) identified as follows: SFRTA RFP NUMBER 13-006, for CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES.

I further hereby certify that:

1) I am either an officer, director, owner, partner, key employee, or other person within the prospective lower tier participant with primary management or supervisory responsibilities;

2) To the best of my knowledge and belief, the prospective lower tier participant and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid/proposal.

Exceptions:

_____

_____

_____

_____

Any exception list above will not necessarily result in denial of participation in this covered transaction. For any exception noted, indicate to whom it applies, initiating agency, and dates of agency action. The explanation will be considered in connection with SFRTA's determination whether to enter into this transaction.

_____
affiant

Sworn to and subscribed before me this _____ day of _____, _____

_____
Notary

_____
My commission expires

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Firm] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Firm, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Firm understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Firm's Authorized Official

_____ Name and Title of Firm's Authorized Official

_____ Date

TRUTH-IN-NEGOTIATION CERTIFICATE

For the work described as:

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

I hereby certify that I am the _____ (title) and duly authorized representative of the Firm whose name is_____ and whose address is:_____.

In connection with the Firm's bid or price proposal for this firm fixed price, negotiated or change order contract which is to be submitted to the South Florida Regional Transportation Authority (SFRTA) for approval, I hereby certify, to the best of my knowledge, information, and belief, that:

(a) The wage rates and other factual unit costs supporting the Firm's compensation, as set forth in the bid or proposal, are accurate, complete and current as of the time of the contracting;

(b) It is my understanding and the understanding of the Firm I here represent that if any of the items of compensation under the above mentioned contract were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the SFRTA is entitled to an adjustment in all appropriate items of compensation, including profit, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the Firm I here represent that the SFRTA's right of adjustment includes the right to a price adjustment for defects in cost or pricing data submitted by a prospective or actual subcontractor.

(c) It is my understanding and the understanding of the Firm I here represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

Date_____ Signature_____

Sworn to and subscribed to before me this _____ day of _____, 20___. Official Seal must be affixed.

Signature of Notary Public _____

My Commission Expires _____
(SEAL)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY DECLARATION OF NON COLLUSION AND CERTIFICATION IN COMPLIANCE WITH 49 CFR SUBSECTION 29.510

STATE OF FLORIDA, COUNTY OF _____

I, _____ (Name), hereby declare that I am _____ (Title)

of _____ (Firm) of _____ (City and State)

and the person responsible within my firm for the final decision as to the price(s) and amount of this bid on South Florida Regional Transportation Authority Project No. 13-006.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bid or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sales of materials or services to any firm or person, and has not been promised to paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the South Florida Regional Transportation Authority in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project manager, auditor, and/or a position involving the administration of Federal funds.

a. is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

b. has been suspended, debarred, voluntarily excluded or determined ineligible by and federal agency within the past three (3) years;

c. has proposed debarment pending;

d. has within a three (3) year period preceding this certification been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local governmental transaction of public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

e. is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(d) of this certification; and

f. has within a three (3) year period preceding this certification has one (1) or more federal, state, or local government public transactions terminated for cause or default.

10. I certify that I shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency unless authorized by the South Florida Regional Transportation Authority.

EXCEPTIONS:_____

_____

Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct.

_____
Declarant

Executed this _____ day of _____, 20_____

SCHEDULE OF SUBCONTRACTORS

Bidder must include in this Schedule all Subcontractors anticipated to perform a portion of the Work. Use additional sheets as needed.

Subcontractor Name and Trade/Discipline	Address	Phone	State Registration/ or License Number	Description Contract Items to be Purchased or Performed	DBE Y/N	Estimated Subcontract Value ($)

Exhibit 13

INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of Contractor)

IFB/RFP NUMBER: 13-006
PROJECT TITLE: CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

The undersigned intends to perform subcontract work in connection with the above project as (Check One):

- ☐ an individual
- ☐ a partnership
- ☐ a corporation

The DBE status of the undersigned has been described in connection with the above project.

The undersigned is prepared to perform the following described work in connection with the above project:

_____
_____
_____
_____

and at the following price: $_____

NOTE: Eliminate Price on Professional Service Contracts ONLY

The prime contractor has projected the following commencement date for such work, and the undersigned project's completion of such work as follows:

_____ Projected Commencement Date

_____ Projected Completion Date

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-DBE contractors and/or non-DBE suppliers.

The undersigned will enter into a formal agreement for the above work with the prime contractor conditioned upon execution of a contract with SFRTA. As a DBE subcontractor, I will cooperate with the certification and monitoring process set forth by DBE for the referenced project.

_____
Signature of DBE Date Name of DBE Firm

_____
Typed Name Address of DBE Firm

_____
Typed Title Telephone Number

South Florida Regional Transportation Authority

NO SUBMITTAL NOTICE

Dear Vendor/Firm:

The Procurement Department of the South Florida Regional Transportation Authority has solicited your participation for RFP NO. 13-006, entitled CORPORATE & COMMUNITY OUTREACH AND MARKERTING SERVICES. **Please complete this form only if you do not intend to submit a proposal on this project.** SFRTA is interested in improving its competitive bid process and your comments are important to this endeavor. Thank you for your assistance.

I do not intend to bid on this project because:

( ) Do not have the necessary equipment, labor, and capital required.

( ) Do not have the experience necessary to perform the work.

( ) Heavy workload makes bidding impossible at this time.

( ) Unable to get bonding and/or special insurance.
(Be specific) _____

( ) Insufficient time to complete the work.

( ) General Conditions/Specifications contains requirements which I do not understand. (Explain) _____
_____

( ) General Conditions/Specifications contains requirements with which I disagree. (Explain) _____
_____

Comments: _____
_____

( ) **Retain my name on SFRTA's vendor list**
( ) **Remove my name from SFRTA's vendor list**

_____ _____
(Company Name) (Signature)

Please fax this form to (954) 788-7963, Attention Joe V. Rodriguez.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
(S.F.R.T.A.)
COMPLIANCE WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: **South Florida Regional Transportation Authority.**

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is: _____

_____

and (if applicable) it's Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

That the above name firm, corporation or organization is in compliance with and agree to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provisions or programs and services, transportation, communication, access to facilities, renovations, and new construction.

E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
(S.F.R.T.A.)
COMPLIANCE WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

_____
(Signature)

Sworn to and subscribe before me this _____ day of _____, 20____

Personally known _____

or produced identification:

_____
(Type of Identification)

Notary Public, State of _____

My Commission Expires _____

_____

(Printed, typed or stamped
commissioned name of
Notary Public)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)
RFP NO. 13-006
CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES
(Agreements of $1,000,000.00 or more)

Name: _____

FEIN: _____

Authorized Representative Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____ Date: _____
Authorized Signature

Print Name: _____

Print Title: _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

SAMPLE AGREEMENT NO. 13-006

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

_____

FOR

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

AGREEMENT NO. 13-006

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

_____

FOR

CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

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

AND

_____, a _____, 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 _____.

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. 13-006, for CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES, and CONTRACTOR was determined to be the most qualified responsive and responsible respondent.

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
Addendum No. XXX
Contractor's Proposal
Proposal Form
Price Proposal Form
Contractor's Qualification Certification
Key Employee Certification
DBE Participation Schedule
Drugfree Workplace Certification
Debarment & Suspension Certification
e-Verify
Contractor Certification Regarding Scrutinized Companies
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 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 amount of _____ ($_____).

ADDRESSES

CONTRACTOR:

_____

_____

_____

_____

Attn:_____

SFRTA:

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

Attn: Diane Hernandez Del Calvo

WITH COPY TO:

South Florida Regional Transportation Authority
Teresa Moore, General Counsel
800 NW 33rd Street
Pompano, Beach FL 33064

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: _____, 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 _____, 2013.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

_____
JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By_____
COMMISSIONER STEVEN ABRAMS, CHAIR

_____ DAY OF _____, 2013

(SFRTA SEAL)

Approved as to form by:

_____
CHRIS BROSS, Director
Procurement

_____
TERESA MOORE, General Counsel

ATTEST:

CONTRACTOR NAME

_____
WITNESS

_____
PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2013

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Certificate of Disbursement of Previous Periodic Payment to Subcontractors

Contract No. 13-006 Date _____

Contract Name CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

Period of Work Invoiced For: ____/____/____ to ____/____/____

The Contractor for the above referenced contract, hereby certifies that all subcontractors and vendors having interest in this contract have received their pro rata share of all previous periodic payments made to date by SFRTA for all work, materials and equipment furnished under the contract.

_____
Firm

_____
(Signature of Authorized Representative)

NOTARY STATEMENT
STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me the _____ day of _____,

20__, by _____ who is personally known to me or who has

produced _____ as identification and who did/did not take an oath.

_____
Signature of Notary

My Commission Expires _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Subcontractor's Certificate of Previous Payment

Note: The Prime Contractor shall attach this statement to current payment invoices, completed by each Subcontractor whose work appears on the previous payment invoice.

KNOW ALL MEN BY THESE PRESENTS, That (name) _____

representing _____, whose

address is _____, with the

title of _____, whom after being first duly sworn, upon oath

deposes and says that pursuant to the provisions of the contract for:

CONTRACT NO. 13-006

CONTRACT NAME: CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

that all monies due him, in accordance with the agreed upon payment schedule, have been paid

to him by _____, the Firm.

NOTARY STATEMENT
STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20__, by _____ who is personally known to me or who has

produced _____ as identified and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

_____
Signature of Notary

My Commission Expires _____

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

INSTRUCTIONS: This form must be filed each month to report actual Subcontractor participation by SFRTA certified firms for work done the proceeding month.

Contract Number: _____ Contract Name: _____ Reporting Period: _____

Prime Firm _____ Contract Amount (as Amended) $_____

Total Invoice Amount this Period: $_____

Total Invoiced to Date: $_____

Name of Subcontractor	If DBE Minority Group*	Gender M/F	Description of Work	Type of Work*	Starting Date	Completion Date

* **Minority Group Enter:** B-Black American I -Asian American H-Hispanic American N -Native American P-Asian Pacific American O-Other
* **Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other

- **If prime firm is a certified DBE firm, the prime firm's quarterly activity must also be reported.**
- **This form must be completed monthly and submitted with firm's application for payment.**

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Contract Number: _____ Contract Name: _____ Reporting Period: _____

Prime Firm _____ Contract Amount (as Amended) $_____

Total Amount Invoiced for Subcontractors this Period: $_____

Total Amount Invoiced for DBE Subcontractors this Period: $_____

Total Amount Invoiced for Subcontractors to Date: $_____

Total Amount Invoiced for DBE Subcontractors to Date: $_____

Name of Subcontractor	Sub Contract Amount (as Amended)	Amount Invoiced This Period	Amount Invoiced To Date	Amount Paid This Period	Amount Paid to Date	Percentage Complete

*** Minority Group Enter:** B-Black American I -Asian American H-Hispanic American N -Native American P-Asian Pacific American O-Other

*** Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other

- **If prime firm is a certified DBE firm, the prime firm's quarterly activity must also be reported.**
- **This form must be completed monthly and submitted with firm's application for payment.**

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

1) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period? If yes, explain the arrangement, including a description of the equipment and the cost.

_____ _____

2.) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period?

_____ _____

3.) Did any of the DBE subcontractors subcontract any portion of its work to a non-DBE during the report period? If yes, explain fully.

_____ _____

4.) Has the scope of work or the subcontract amount for any of the DBE subcontractors changed since the last report? If yes, explain fully.

_____ _____

By signing this form, the person individually and on behalf of the Firm represents to the SFRTA that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE: _____ TITLE: _____ DATE: _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MONTHLY EMPLOYEE UTILIZATION REPORT

This report is required by Executive Order 11246, Sec. 203. Failure to report may result in contracts being canceled, terminated or suspended in whole or in part and the firm may be declared ineligible for further SFRTA federally funded contracts.

Reporting Period **From** _____ **To** _____ **Contract # 13-006**	**Name, Address, & Telephone No. of Consultant or Vendor**								
Classifications	Total No. of Employees	Total No. of Minority & Female Emp.	Black-Not of Hispanic Origin	Hispanic American	Asian or Pacific Islander	American Indian or Alaskan Native	Caucasian Female	Minority Percentage *	Female Percentage *
Company Official's Signature & Title						**Date Signed**		**Page** _____ of _____	

This item represents a percentage of the total number of hours worked on said contract for the reporting period.

FINAL RELEASE ON CONTRACT AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF_____)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of _____ Dollars ($_____) paid, <CONTRACTOR> releases and waives for itself and its subcontractors, material-person, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The South Florida Regional Transportation Authority existing under the laws of the State of Florida ("SFRTA") relating in any way to the performance of Agreement No. _____ between SFRTA and <CONTRACTOR>.

(2) <CONTRACTOR> certifies for itself and its subcontractors, material-person, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which SFRTA might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) <CONTRACTOR> agrees to indemnify, defend and save harmless SFRTA from all demands or suits, actions, claims of liens or other charges filed or asserted against SFRTA arising out of the performance by <CONTRACTOR> of the Work covered by this Final Release on Contract and Affidavit.

(4) This Final Release on Contract and Affidavit shall not be construed to represent, expressed or implied, any release on behalf of SFRTA of any of the contractual covenants and obligations of <CONTRACTOR> and hence, shall not be construed as a release, expressed or implied of any obligations covered by the surety bonds supplied by <CONTRACTOR>.

<CONTRACTOR>:

_____ By:_____
President

_____ Date:_____
Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 199__, by _____, as _____ of _____, a _____ Corporation, on behalf of the Corporation. This person is personally known to me or has produced a _____(state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public (Signature)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

bitner goodman

May 10, 2013

Dear Members of the Committee,

South Florida Regional Transportation Authority/Tri-Rail continues to impact South Florida as a dominant force, connecting the region from north to south. While the current political climate is more favorable towards public transportation, SFRTA/Tri-Rail is in a good position to show ridership increases, provide more shuttle connections and keep on track with long-term planning. A strong corporate communications, marketing and advertising strategy is vital to stay top of mind with consumers, elected officials, transit industry professionals and other stakeholders.

Bitner Goodman, a Florida corporation, has served as the marketing agency of record for the SFRTA/Tri-Rail for the past 15 years. Our award-winning, strategic marketing campaigns have assisted in effectively branding the SFRTA/Tri-Rail throughout the South Florida community and beyond.

We have developed several signature events, established key partnerships to further enhance marketing campaigns, negotiated value added opportunities with media, designed innovative and consistent advertising campaigns, assisted with public relations opportunities, created community outreach initiatives to reach niche markets, increased sales revenue, attracted corporations to join the Employer Discount Program and more in the most cost-effective manner. Our efforts have played a major role in Tri-Rail's steady ridership increases.

We are confident that Bitner Goodman will continue to be an asset to SFRTA/Tri-Rail, offering corporate and community relations and marketing services needed to ensure the continued growth of the organization. Our team of professionals possesses the skills needed to help South Florida commuters and visitors recognize the value of Tri-Rail as the way to travel throughout the region.

We look forward to hearing from you soon with regards to the enclosed proposal, which provides Bitner Goodman's qualifications, experience and approach to further enhance SFRTA/Tri-Rail's image.

Please feel free to contact me with any questions regarding the enclosed proposal.

Thank you,

Michael D. Goodman
Partner, Bitner Goodman
701 W. Cypress Creek Rd., Suite 204
Ft. Lauderdale, FL 33309
(954) 730-7730, ext. 105
Michael@bitnergoodman.com

TABLE OF CONTENTS

1.0 Qualifications and Experience

a) Past performance and experience 1
Years in business 1
Employees 1
Primary markets 1
Proposer's status 1
b) Mission statement 1
Unique areas of specialty 1
Method 2
Measures 2
c) Personnel 2
d) Firm's in-house capabilities 2
e) Comparable contracts 3
f) Total gross billings 5
g) Representative client list 6
h) Research 6
i) Creative strategy 6
Cooperative advertising 7
j) Scope of services 7
k) Conflicts of interest 7

2.0 Personnel

Organization chart 8
Key personnel & resumes 9
• Michael D. Goodman 9-A
• Beth Zuckerkorn 9-C
• Robyn Hankerson 9-E
• Matthew Burkey 9-F
• Melissa Conowal 9-H
• Alina Quintana 9-I
• Sheryl Dickey (DBE Consultant) 9-J

3.0 Approach

Introduction 10
Marketing objectives 10
Marketing strategies 10
Scope of services 11
Concepts for the future 13
• Tri-Rail's 25th Anniversary Celebration 13
• SFRTA Branding 15
• "It Pays to Ride Tri-Rail" Consumer Campaign 17
• "Great Connections" Consumer Campaign & Reopening of Miami Airport Station 22
• "Corporate Spotlight" – Corporate Relations 24

4.0 Submittal Documents

Submittal Documents 26

5.0 Corporate Financial Information

2010 Balance sheet 49
2010 Income statement 50
2011 Balance sheet 52
2011 Income statement 53
2012 Balance sheet 55
2012 Income statement 56
2012 State of incorporation 58
Financial references 75

QUALIFICATIONS & EXPERIENCE

SECTION 1.0 (A)

Past Performance & Experience

Bitner Goodman is a regional marketing communications firm with offices in South Florida and Orlando. The firm represents leading companies and organizations in a variety of industries including, but not limited to, public transportation, retail, government, entertainment, travel, technology, health care, automotive, interior design and more. With a successful history of projects, Bitner Goodman has coordinated many major public relations campaigns and efforts on behalf of clients such as Seminole Hard Rock Hotel & Casino, Sawgrass Mills, City of Hollywood, City of North Miami Beach, The Galleria at Fort Lauderdale, Winn-Dixie, South Florida Commuter Services and more. Bitner Goodman is the agency of record for the SFRTA/Tri-Rail for the past 15 years.

Years in Business

Bitner Goodman has been in business for 33 years.

Employees

Bitner Goodman currently employs sixteen full-time professionals and one part-time person.

Primary Markets

Bitner Goodman is a regional marketing communications firm, headquartered in Fort Lauderdale. The firm has reach in South Florida, as well as throughout the state, Latin America and the United States, including California, Texas, Illinois, Maryland, Arizona, Georgia and more. Our sister agency, Bitner Hennessy, is located in Orlando, Florida.

Bitner Goodman is a founding partner of the Worldcom Public Relations Group, the world's largest consortium of independently-owned public relations firms (and no relation to the WorldCom telephone company), with nearly 100 offices around the globe. The Worldcom Public Relations Group serves national and international clients who require in-depth marketing and communications support and expertise from professionals who understand the language, culture and customs of the domestic and foreign arenas in which they operate.

Proposer's Status

Bitner Goodman is an independently owned agency, managed by partners Gary Bitner and Michael Goodman.

1.0 (B)

Mission statement

Our mission is to provide first quality, effective marketing communications services to our clients, while building an organization that provides opportunities for personal growth. As individual professionals, we seek to continually improve our knowledge, skills, talents and work products in order to achieve the highest level of results for our clients. As members of a strong team, we work collaboratively and effectively, accomplishing more through our joint efforts than our individual attempts will allow. We believe in honesty, loyalty and integrity, and we uphold the highest standards of professionalism.

Unique Areas of Specialty

- Media relations
- Crisis communication
- Digital marketing
- Advertising/branding
- Social media strategy
- Special event planning
- Community outreach
- Media planning & buying
- Corporate communications

Method

The method in developing marketing programs is vital to the campaign's success. Our method is to:

- Conduct pertinent research to determine best practices
- Identify the program goals and objectives
- Review any challenges
- Identify primary and secondary audiences
- Create key messages
- Develop strategies and tactics with measures
- Pursue appropriate partners and media sources
- Adhere to budget
- Evaluate campaign results

Measures

Bitner Goodman measures the effectiveness of each program by using a variety of established measures. In many cases, the measures depend on the actual program being reviewed. Measures include, but are not limited to:

- Publicity value
- Event attendance
- Ridership
- Responses to a direct mail effort or promotional campaign
- Website visits
- Phone calls to a designated number
- Sponsor/partner revenue
- Value added opportunities
- Research studies (change of public perception)
- GRP (gross ratings points) and CPP (cost per point) – TV and radio advertising
- Reach/number of impressions from marketing/advertising initiatives
- CTR (click-through rates) – digital advertising
- Frequency of exposure – TV, radio and digital advertising
- CPM (cost per 1,000) – TV, radio and digital advertising

1.0 (C)

Personnel

- Gary E. Bitner, President
- Michael D. Goodman, Partner*
- Beth Zuckerkorn, Vice President, Graphic Communications*
- Mayra Hernandez, Vice President, Multicultural Marketing
- Fran Folic, Senior Account Manager
- Robyn Hankerson, Account Supervisor*
- Lauren Fyke, Account Supervisor
- Ivonne Snavely, Account Supervisor
- Kelley Santiago, Account Supervisor
- Matthew Burkey, Account Executive*
- Rachel Schopler, Account Coordinator
- Kristin Soto, Account Coordinator
- Melissa Conowal, Graphic Designer*
- Alina Quintana, Production Manager*
- Beverly Lugo, Media Manager
- Dana Clore, Accounting Manager

*Personnel directly involved in the SFRTA/Tri-Rail project. See organization chart for complete staff review in section 2.

1.0 (D)

Firm's in-house capabilities

Bitner Goodman is a full-service public relations, marketing and advertising agency with experience in art production, copy production and media purchasing. Bitner Goodman has developed all of Tri-Rail's advertising and promotional campaigns over the past few years. The copy production and creative design work is all done in-house. Also, all the media buys are handled in-house so that the entire campaign is streamlined and managed as cost-effective as possible.

1.0 (E)

Comparable contracts

A. Tri-Rail
B. South Florida Commuter Services
C. 826/Palmetto Expressway
D. Broward Metropolitan Planning Organization
E. Winn-Dixie
F. Seminole Tribe of Florida
G. Simon Property Group

Comparable contracts (A)

1.) Client: Tri-Rail

2.) Description of work: To develop overall marketing campaign to increase ridership and awareness of the commuter rail system. Work provided by Bitner Goodman to Tri-Rail includes strategic planning, media buying, copywriting, special event planning, cross promotion development, creative design and messaging, public relations, community outreach, cooperative advertising, crisis communications, research, website design, smart phone app development, train and station advertising sales and more.

3.) Value of contract: $500,000 annually

4.) Contract duration: Fifteen years (ends June 2013)

5.) Contact person: Diane Hernandez Del Calvo, Director of Administration, 954-788-7915/ Victor Garcia, Corporate & Community Relations Liason, 954-788-7925

6.) Bitner Goodman is the prime contractor.

7.) Target audience: Current, previous and potential Tri-Rail riders, in addition to South Florida businesses and organizations, media and elected officials

8.) Results: Tri-Rail is a great success story with increased ridership, awareness and public and private support. Overall results include increased ridership, enhanced image, increased number of EDP members, cross promotions and corporate partnerships, development of new website and smart phone app with significant number increase in visits and downloads, positive news coverage, sponsor revenue and more.

Comparable contracts (B)

1.) Client: South Florida Commuter Services

2.) Description of work: To develop marketing campaigns to increase awareness of carpool, vanpool and transit. Work performed includes strategic planning, media buying, copywriting, special event planning, cross promotion development, creative design and messaging, public relations, cooperative advertising and research.

3.) Value of contract: $100,000

4.) Contract duration: 2003-2005 and 2007-2012

5.) Contact person: James Udvardy, Project Manager, 954-731-0062

6.) Bitner Goodman is a prime contractor.

7.) Target audience: Commuters and South Florida businesses and organizations.

8.) Results: South Florida Commuter Services enjoys increases in its Commuter Assistance Program. Marketing efforts have increased the number of carpools, vanpools and transit usage. Overall results included strengthened relationships with transit partners, enhanced image, cross promotions and corporate partnerships, significant increase in website hits and positive news coverage.

Comparable contracts (C)

1.) Client: SR 826/Palmetto Expressway

2.) Description of work: To develop a comprehensive marketing and advertising program to reach multicultural commuters in Miami for the SR 826/ Palmetto Expressway construction project. Work performed includes strategic planning, creative direction, graphic design, media buying, research, public relations and copywriting.

3.) Value of contract: $115,000

4.) Contract duration: 2009 - present

5.) Contact person: Alicia Gonzalez, Media Relations Group, 305-254-8598

6.) Bitner Goodman is a subcontractor.

7.) Target audience: General and multicultural markets within Miami-Dade County.

8.) Results: SR 826/Palmetto Expressway has enjoyed success in educating the community about major milestones regarding this construction project. Overall results include informed public constituents, millions of impressions throughout the Miami market and positive feedback from community members and leaders.

Comparable contracts (D)

1.) Client: Broward Metropolitan Planning Organization

2.) Description of work: To develop a public engagement effort to gain buy-in from community members, leaders, businesses and elected officials regarding Broward's transportation plans and projects. Work performed includes creative direction, graphic design, media buying, copywriting and community outreach.

3.) Value of contract: $350,000

4.) Contract duration: 2012 - present

5.) Contact person: Lynda Mifsud, Jacobs Engineering, 954-246-1234

6.) Bitner Goodman is a subconsultant.

7.) Target audience: General and multicultural markets.

8.) Results: With the launch of the campaign in March 2013, the Broward Metropolitan Planning Organization is beginning to notice success in gauging public opinion about transportation options in Broward County. A well-received logo and consistent collateral materials have been key to building recognition of this project and gaining feedback from stakeholders. As the campaign continues through June 2014, it is anticipated that a solid transportation plan will be created and implemented.

Comparable contracts (E)

1.) Client: Winn-Dixie

2.) Description of work: To develop neighborhood marketing programs to increase brand awareness, store traffic and grocery sales with an emphasis on varied multicultural audiences, including the Hispanic and Kosher demographics. Work performed includes strategic planning, special event planning, cross promotion development, public relations, community outreach, partnership development and research.

3.) Value of contract: $210,000 annually

4.) Contract duration: 2003 – present

5.) Contact person: Sharyla Robinson, Brand Manager, Neighborhood Marketing, 904-370-6472

6.) Bitner Goodman is the prime contractor.

7.) Target audience: General and multicultural markets.

8.) Results: Winn-Dixie survived bankruptcy and now enjoys noted profit margins. Overall results included strengthened relationships with community partners, enhanced image, successful cross promotions and partnerships, positive news coverage, well-received grand opening events for new and remodeled stores and increase in sales at key Hispanic and Kosher stores.

Comparable contracts (F)

1.) Client: Seminole Tribe of Florida/Seminole Casinos

2.) Description of work: Publicity, media relations, issues management, community relations, crisis communications, special events and more for the Seminole Tribe of Florida, one of the state's two federally-recognized Indian tribes. Bitner Goodman represents the Tribal Government, led by five representatives elected to the Tribal Council, in addition to the six Seminole Casinos across the state.

3.) Value of contract: $360,000

4.) Contract duration: 2000 – present

5.) Contact person: Palma Leonatti, Director of Advertising & Public Relations, 954-327-7516

6.) Bitner Goodman is the primary contractor.

7.) Target audience: General market and elected officials.

8.) Results: Positive news articles about various aspects of the Seminole Tribe, including education, healthcare, history, culture, economic development and environmental programs. Sensitive media and community issues are carefully managed and Tribal leaders are more adept at working with news media representatives. Important marketing initiatives have received significant public relations support, including development and expansions of the Seminole Hard Rock Hotel & Casino complexes in Hollywood and Tampa, in addition to ongoing successful events and promotions at the casinos in Immokalee and Brighton.

Comparable contracts (G)

1.) Client: Simon Property Group

2.) Description of work: To develop overall public relations opportunities for Simon Malls in the Central Region (10 states) and the 15 Mills properties across the country. Work performed includes strategic planning, community relations, special event planning, cross promotion development, copy writing, press release development and distribution, crisis communications and media training.

3.) Value of contract: $475,000

4.) Contract duration: 2008-present

5.) Contact person: Kelly Mikesell, Vice President of Marketing, 317-263-7636

6.) Bitner Goodman is the prime contractor.

7.) Target audience: General market

8.) Results: Consistent public relations methods and applications, creative signature events and positive publicity. Company representatives are also well-versed in media relations tactics during crises and Simon Property Group continues to excel as a leading shopping destination in each of its markets.

1.0 (F)

Total Gross Billings

Year	Total	Radio	Television	Newspaper
2008	$ 2,868,617	$ 224,570	$ 148,876	$ 617,387
2009	$ 2,764,456	$ 198,245	$ 138,535	$ 335,319
2010	$ 2,653,023	$ 205,066	$ 23,010	$ 153,901
2011	$ 2,780,279	$ 135,166	$ 61,338	$ 159,546
2012	$ 2,645,383	$ 131,152	$ 80,211	$ 135,016

1.0 (G)

Representative client list

The following list provides a representative sample of current and past Bitner Goodman clients. Years noted in parentheses indicate first years of service by Bitner Goodman.

- Artaco Railing Systems (2011)
- Broward Metropolitan Planning Organization (2012)
- The Galleria at Fort Lauderdale (2003)
- Granite Transformations (2013)
- Holy Cross Hospital (2005)
- John Offerdahl's Gridiron Grill-Off, Food & Wine Festival (2013)
- Kennedy Space Center (2012)
- Lynn University (2012)
- Miami Beach Community Health Center (2005)
- The Mills (2009)
- Sawgrass Mills (1990)
- Seminole Casino Coconut Creek (2003)
- Seminole Hard Rock Hotel and Casino (2003)
- Seminole Paradise (2003)
- Signature Grand (2009)
- Simon Property Group (2008)
- Seminole Tribe of Florida (2000)
- South Florida Commuter Services/FDOT (2003)
- South Florida Regional Transportation Authority/Tri-Rail (1995)
- SR 826/Palmetto Expressway (2009)
- Winn-Dixie (2003)

SFRTA/Tri-Rail would be a primary account for Bitner Goodman.

1.0 (H)

Research

Bitner Goodman performs media buying services for select clients in-house, using professional and trained staff to develop the most aggressive and cost-effective media plans. To evaluate media placement, we rely on Arbitron ratings, plus take the following into consideration:

- Market profile—market rank, population and ethnic composition
- Daypart programming and statistics
- Station format
- Value-added to client
- Bonus spots
- Cost
- GRP (gross ratings points) and CPP (cost per point) – TV and radio advertising
- Reach/number of impressions from marketing/advertising initiatives
- CTR (click-through rates) – digital advertising
- Frequency of exposure – TV, radio and digital advertising
- CPM (cost per 1,000) – TV, radio and digital advertising

1.0 (I)

Creative strategy

To select and develop the best creative strategy for every client, we engage in the following activities:

- Review client goals and objectives
- Conduct brainstorming sessions
- Analyze and/or conduct market research
- Review competition and/or similar projects
- Define target audience
- Determine effective means to reach audience
- Create headlines/concepts
- Design appropriate campaign with visuals and copy points
- Submit for client review

Cooperative advertising

Bitner Goodman is well-versed in connecting sponsors/partners to launch co-op advertising and promotional campaigns. For example, Bitner Goodman connected the following entities:

- Tri-Rail and Pollo Tropical
- Tri-Rail and CityPlace/Bayside Marketplace/ Museum of Discovery & Science/International Game Fish Association/Vizcaya Museum & Gardens/Pollo Tropical
- Tri-Rail and Seminole Casino Coconut Creek/ Holy Cross Hospital/John Knox Village/Hear USA/ Broward Meals on Wheels/CBS 4
- DCOTA/Riverdance the Show/WPLG Channel 10
- Sawgrass Mills and the National Hockey League
- Sawgrass Mills and Cleveland Clinic Florida
- Sawgrass Mills/Billie Swamp Safari/Art & Culture Center of Hollywood
- American Express and Waterside Shops at Pelican Bay
- SFRTA/McDonald's/Palm Tran/Broward County Transit/Miami-Dade Transit
- South Florida Commuter Services/McDonald's/ Florida Atlantic University/Palm Tran/Tri-Rail
- South Florida Commuter Services/Wendy's
- Seminole Tribe and Coastland Center
- McDonald's Air & Sea Show/Seminole Tribe/ Broward County Veterans Association
- Tri-Rail/Holy Cross Hospital/Boomer Times/ Seminole Casino Coconut Creek

1.0 (J)

Scope of Services

Bitner Goodman has an extensive track record of helping public entities achieve their goals through enhanced communication and marketing programs. For example, our eight-year partnership with the Broward Workforce Development Board helped to position the organization as a leader in job training, while gaining significant employer involvement in the process. For several years, we helped to brand Broward College by creating distinctive taglines, student friendly graphics & image building campaigns. Our 15-year work history for SFRTA/ Tri-Rail has resulted in a series of comprehensive marketing plans that have positively impacted ridership levels and branded the service as a viable transportation alternative.

With every project, we take on a proven course of direction:

1) Analyze the situation, review available research and undertake new research, if needed
2) Identify target audiences and pinpoint objectives
3) Create and execute a multi-faceted communications and marketing program to accomplish those objectives
4) Evaluate and refine the program

Partnerships with businesses and community organizations are always built into Bitner Goodman's programs for all of our clients. Partnerships may include co-op advertising and promotions, sponsorships, business volunteers, advisory boards, display of materials, special events and more.

In addition, Bitner Goodman professionals call on our multilingual staff members and in-house, award-winning graphic design capabilities to boost program success.

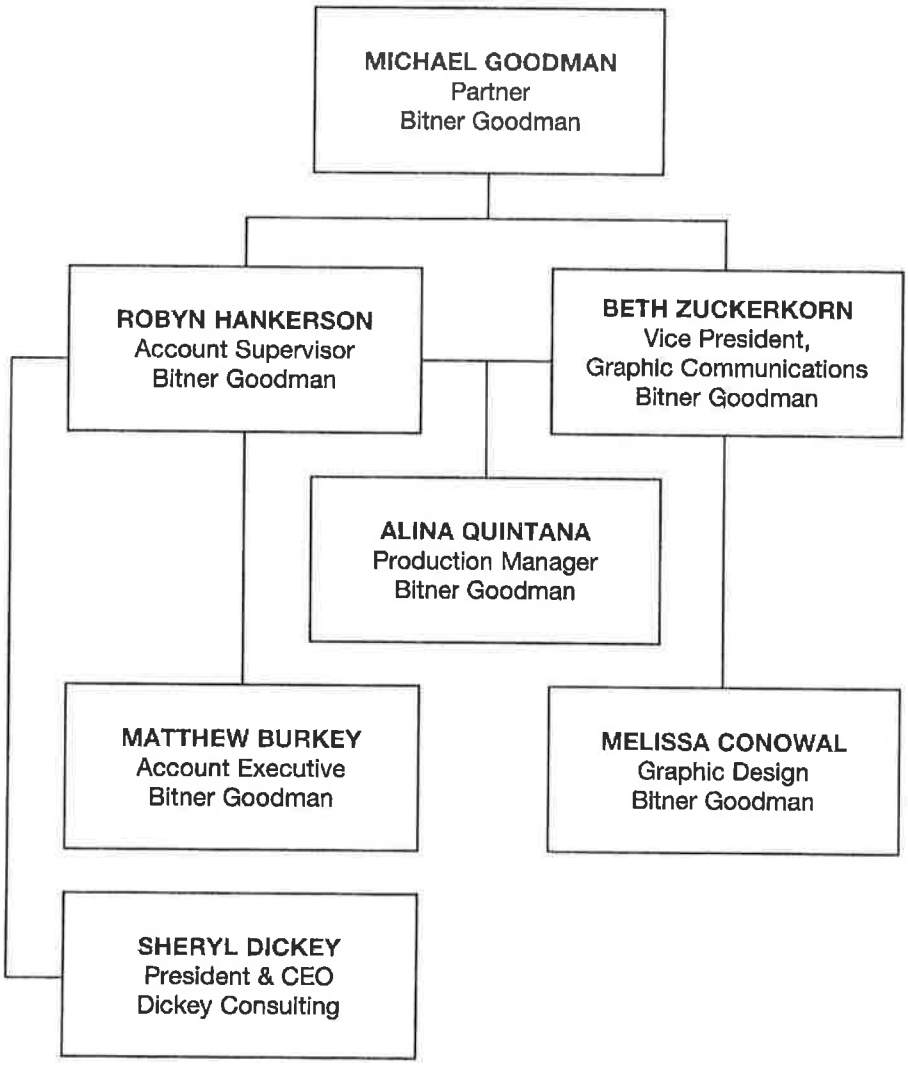
1.0 (K)

Conflicts of Interest

Bitner Goodman does not see any conflicts with the interest of SFRTA/Tri-Rail.

SECTION 2.0

Organization Chart



SECTION 2.0

Key Personnel

Michael Goodman, Principal

Supervise account and immediate client liaison.

- Extensive experience securing domestic and international publicity for clients representing various industries
- Creator of award-winning consumer promotional campaigns on behalf of SFRTA/Tri-Rail, Sawgrass Mills, Holy Cross Hospital, FDOT and more
- Implementation of special events, cooperative advertising campaigns and partnership marketing opportunities

Beth Zuckerkorn, VP Graphic Communications

Responsible for brand consistency and creative development of all Tri-Rail campaigns and collateral material, in addition to media buying.

- More than 30 years of experience in advertising, graphic design and media buying
- Recipient of more than a dozen Addy awards, including advertising campaigns on behalf of SFRTA/Tri-Rail, Waterside Shops in Naples, Broward College, Taco Metals and more
- Possesses a distinct flair for conceptualization and design as well as a novel approach to advertising and sales

Robyn Hankerson, Account Supervisor

Responsible for daily management of Tri-Rail marketing campaign components, in addition to overseeing corporate and community relations efforts and supervising DBE consultant.

- Management of marketing campaigns on behalf of SFRTA/Tri-Rail, South Florida Commuter Services/FDOT, Holy Cross Hospital and more
- Community outreach strategist and special events coordinator
- Public relations professional, creating positive media opportunities and crafting messaging during crises

Matthew Burkey, Account Executive

Project coordinator and team support.

- Copy writing and editing support for SFRTA/Tri-Rail
- Neighborhood marketing specialist as part of Winn-Dixie's community outreach effort and Tri-Rail's Street Team
- Press release writing, distribution and pitching

Melissa Conowal, Graphic Designer

Layout and design of all print and digital materials

- More than 10 years of experience in advertising and design
- Skillfully uses the latest technology to produce creative concepts
- Expertise in print production and preparing files for output

Alina Quintana, Production Manager

Media placement support and team coordinator.

- More than 15 years of experience in media buying, marketing and production
- Community outreach team member

DBE Participant

Sheryl Dickey, President & CEO

DBE participant supporting street team/outreach efforts in South Florida.

- More than 30 years of experience in social, economic and political revitalization of neighborhoods, cities and communities
- Specialist in international trade and business development, establishing community development corporations, marketing, public involvement, public relations and implementation of employment and training programs
- Provider of financial, technical, marketing and human relations assistance to public and private concerns

Michael Goodman Resume

Michael D. Goodman
846 NE 22 Drive
Wilton Manors, Fl. 33305
(954) 567-1845

PROFESSIONAL EXPERIENCE

- *Partner, Bitner Goodman* - 1995 to present

  Strategic planning for a variety of accounts in all areas of business: arts and entertainment, corporate, government, healthcare, non-profit, retail, transportation and tourism. Well-versed in integrated PR/marketing campaigns that include local, national and international media relations; consumer promotions; community outreach; multi-cultural brand advertising; sponsorship/partnership development; special event and meeting planning; copy writing and the development of sales and collateral materials.
  (Past and present clients served include: American Express, Air & Sea Show, Broward Center for the Performing Arts, Cleveland Clinic Florida, Design Center of the Americas, Florida Department of Transportation, Galleria at Fort Lauderdale, Hard Rock Cafe, Holy Cross Hospital, Miami Beach Community Health Center, National Hockey League, Pfizer, Roche, Sawgrass Mills, Seminole Hard Rock Hotel & Casino, Simon Property Group, Tri-Rail, Wannado City and Winn-Dixie).

- *Community Relations Manager,* Broward House - 1991-1994

  Responsible for multi-media publicity, public service campaigns, marketing and fundraising, special events and volunteer services.

- *Account Executive*, Azen & Associates PR, 1989-1991, 1984-1988

  Coordinated client services including strategic planning, production of promotional materials, special event development, media and community relations.

- *Special Events Manager, MACY*S Plantation, 1988*

  Coordinated store grand opening plans; managed community and media relations, implemented storewide promotions and enhanced store image.

Michael Goodman Resume *(Continued)*

PROFESSIONAL & COMMUNITY OUTREACH

Board Chair, ArtServe, 2007-2009
Board Member/Executive Committee, ArtServe (2004-2007)
Board Member/Secretary, Florida Theatrical Association (1999-present)
Board Vice Chair, Art and Culture Center of Hollywood (2008-2009)
Honorary Board Member, Art and Culture Center of Hollywood (2005-present)
Board Member, Poverello (1995-1997, 2011-present)
Board Member, LIVE FREE BE STRONG (2013-present)
Board Member, Neighbors 4 Neighbors (2011-present)
Board Member, Story Theatre Productions (2002-2005)
Co-Chair, Leadership Broward Profiles in Leadership Dinner (2007)
PR Chair, African American Research Library 5th Anniversary (2007)
Board member, GLCC (2008)
Board Member, Family Central (2004-2005)
Chair, School Advisory Board, City of Oakland Park (2002, 2003)
Board Member-Executive Committee, Junior Achievement (1998-2000)
Board Member, Gilda's Club South Florida (1999-2001)
Advisory Board Member, Jewish Star Times/Miami Herald
AIDS Advisory Council, Broward Community Foundation (1996-1998)
Allocation Review Committee, United Way of Broward County (1996-1998)
Co-organizer, World AIDS Day Walk/Run (1993, 1995, 1996)
Founder, CARE (Compassionate AIDS Related Efforts) Awards Breakfast, Community Foundation of Broward
Founder, Women of Style Awards, Community Foundation of Collier County
Founder, Role Models, Sawgrass Mills
Leadership Broward Class XV Graduate

HONORS/AWARDS

1997 Up & Comer Award, PR—South Florida Business Journal
1997 Golden Pen Award of Excellence, Public Relations Program International Association of Business Communicators
1997 Golden Pen Award of Merit, Public Relations Program International Association of Business Communicators
2006 Encore Award, ArtServe, Individual Arts Leadership
2007 Encore Award, ArtServe, Special Recognition

EDUCATION

B.A. Mass Communications, Florida Atlantic University, 1986

Beth Zuckerkorn Resume

Beth Zuckerkorn
4800 Bayview Drive
Fort Lauderdale, Florida 33308
954.772.0542

RESUME

OBJECTIVE
To obtain a challenging position in a progressive environment that integrates my creative talents and managerial skills

PROFESSIONAL SUMMARY
Self-motivated, award-winning creative director with over 20 years experience in graphic communications, marketing and advertising. A highly organized team player with strong conceptual and design development and proven decision-making and supervisory capabilities.

EXPERIENCE

1986 - Present **Bitner Goodman (formerly Bitner.com), Fort Lauderdale**
Vice President Graphic Communications
Established in-house advertising/graphics department for this international public relations firm. Responsible for developing corporate identity programs, branding and positioning strategies, logo designs, brochures, sales kits, newsletters, annual reports, direct mail, web sites, trade show booths, promotional material, corporate videos, advertising campaigns and radio and television commercials

Responsibilities
- Oversee all projects from initial concept and design development through to finished product
- Meet with clients to assess their needs and determine creative strategy
- Direct all media planning and buying for print, radio, television and internet advertising
- Supervise staff to insure that all jobs adhere to graphic standards and are completed on time and on budget
- Work closely with all outside vendors including photographers, illustrators, copywriters and printers
- Responsible for budgeting, scheduling and billing of all projects
- Implement new policies and procedures to increase creativity, efficiency and profitability

1983 - 1985 **The Robertson Taylor Company, Fort Lauderdale**
Marketing Director
Heavily involved in all aspects of this multi-million dollar company that sold health and beauty products. Supervised graphics department as well as media department. Created and produced direct response ads and direct mail packages from initial concept through to finished product.

1982 – 1983 **Ovation Magazine, New York**
Art Director
Responsible for the layout and design of this glossy monthly magazine about classical musical well as all promotional and circulation materials.

1980 – 1982 **Maximum Exposure Advertising**
Graphic Designer
Developed print ads, brochures and direct mail campaigns for a variety of clients including Vikki LaMotta Cosmetics and Vegas World Casino.

EDUCATION

BFA - Syracuse University, College of Visual and Performing Arts
Sir John Cass School of Art, London Polytechnic Institute
St. Martins School of Art, London

AWARDS

1986 – 2008 **Advertising Federation of Greater Fort Lauderdale**
Received over 25 Addy Awards, at both the local and district level, for advertising and publication design for various clients including Tri-Rail, Broward Community College, The Broward Center for

Beth Zuckerkorn Resume *(Continued)*

the Performing Arts, Family Central, Greenville Hospital Systems and LINC (Learning Independence Through Computers)

1999 – 2008 **American Public Transportation Awards and Florida Public Transportation Awards**
Recipient of over a dozen awards for Tri-Rail's advertising, billboards, train graphics, newsletters and brochures

1998 **Healthcare Advertising Awards**
Gold winners for both the fundraising brochure and professional recruitment brochure for Cleveland Clinic Florida

1990 – 1997 **Broward Community College**
Received over eight awards for advertising and publication design including the International Association of Business Communicators Golden Pen Award for advertising; the National Council for Marketing and Public Relations Silver Paragon Award for advertising and the Bronze Award for the annual report; Florida Association of Community Colleges Award of Excellence for best single print ad; Admissions Marketing Report Gold and Silver Awards for best radio ad and best print ad series and the Council for Advancement and Support of Education Bronze Medal Award for promotion of BCC programs.

1993 – 1994 **International Academy of Communications Arts & Sciences**
Won three Astrid Awards for Outstanding Achievement in Design Communications for the City of Fort Lauderdale's economic development brochure, Pepsi-Cola International's newsletter and JM&A Group's Trade Advertisement

1988 **Sun-Sentinel Golden Graphics Award** for The Philharmonic Orchestra of Florida advertising.

AFFILIATIONS

- Member of the Direct Marketing Association and The Fort Lauderdale Ad Fed
- Past Board member of The Advertising Federation of Greater Fort Lauderdale
- Past Board member of Hospitality Sales and Marketing Association International
- Past Board member of The Public Theater

Robyn Hankerson Resume

ROBYN HANKERSON

6571 NW 46TH STREET ♦ LAUDERHILL, FL 33319
(954) 708-4613 ♦ ROBYN.HANKERSON@GMAIL.COM

Objective Aggressively seeking a challenging position in the public relations and/or marketing industry, where I can use my innovative event-coordinating abilities, community outreach/partnerships experience and interpersonal skills.

Education

University of Florida — Gainesville, FL
Bachelor of Science in Public Relations — *May 2004*
Notable Achievements and Awards: Presidential Scholar, First Year Florida Peer Leader, President's Recognition Award, Co-Founder of Women Raising Awareness in People

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Experience

Bitner Goodman, Inc. — Ft. Lauderdale, FL
Account Supervisor — *January 2005-Present*

- Coordinate communication campaigns and disseminate information to media outlets to ensure coverage of public relations and marketing programs and events for national and local clients, including, Winn-Dixie, McDonald's Air & Sea Show, Tri-Rail, Simon Malls and Holy Cross Hospital
- Create and implement marketing campaigns by conducting research, copy writing/editing, coordinating graphic design and delivering oral presentations to targeted and general audiences, such as for North Ridge Medical Center's "New Face of North Ridge" and Tri-Rail's "Getting You There on the Double" campaigns
- Write, edit and proof press releases, media alerts and collateral materials, such as brochures, newsletters, biographical material and event scripts
- Identify, negotiate and oversee community partnerships and sponsorships, serving as an outreach liaison for Winn-Dixie's "Neighborhood Marketing" initiative
- Organize and supervise all aspects of special event planning including on-site coordination, permitting, promotions, volunteer training and logistics
- Effectively integrate creative promotional and marketing techniques into established initiatives, i.e. the implementation of Tri-Rail's "Street Team" to educate the public on the rail system's new and improved service

United Way of Broward County (UWBC) — Ft. Lauderdale, FL
Loaned Executive — *August 2004-December 2004*

- Planned and implemented on-site fundraising campaigns with corporate employers
- Presented UWBC's message and mission at motivational employee group meetings
- Ensured completion of successful campaign, including account coordination, follow-up, presentations and executive meetings

University of Florida College of Design, Construction and Planning — Gainesville, FL
Public Relations Intern — *January 2004-April 2004*

- Wrote numerous press releases, feature articles and cutlines for publication in college and university publications
- Photographed special events, lectures and exhibits for college newsletter, "Perspective," and Web site
- Researched, wrote and edited material for monthly employee newsletter, "DCP News"

Skills Proficient in Microsoft Word, Excel and Powerpoint, Adobe PageMaker and Photoshop, AP style, Media Map; working knowledge of Dreamweaver

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Affiliations African-American Research Library & Cultural Center Fifth Anniversary Committee ♦ Public Relations Society of America ♦ United Way of Broward County Young Leaders ♦ Urban League of Broward County "Equal Opportunity Day" Auction Committee ♦ Zeta Phi Beta Sorority, Inc. Third Vice President

Matthew Burkey Resume

(586) 747-8058
MATTHEW BURKEY Matt.Burkey@Yahoo.com
1770 S. State Rd. 7, North Lauderdale, FL 33068

EXPERIENCE

Bitner Goodman, Inc. - Ft. Lauderdale, FL
Account Executive, April 2012 – Present

- Serve as integral member of Winn-Dixie Stores, Inc. regional public relations team, which assisted in gaining 4 percentage points in consumer satisfaction index from 2011 to 2012
    - Implement broad PR strategies for 160 stores, as well as localized and multicultural concepts that focus on Hispanic and Jewish markets
- Conduct in-depth research on Winn-Dixie store locations to determine proper outreach and marketing strategies
    - Create community market analysis' highlighting geographic, demographics, government structure, community resources and other market factors
    - Determine key influencers to establish long-term partnerships and develop a dedicated customer base
- Create and distribute press materials (press releases, media advisories, calendar announcements) to appropriate contacts and conduct follow-up efforts to ensure maximum media coverage
- Complete weekly internal communications distributed throughout all Winn-Dixie stores and corporate offices to share creative sales tactics, highlight community partnerships and showcase exemplary customer service
- Promote and execute events that have increased store sales by as much as 15 percent
    - Develop in-store events in partnership with local schools and community organizations and/or developed around holidays, i.e. Hispanic Heritage Month and Black History Month
    - Oversee Winn-Dixie's Family Fun Zone at Calle Ocho, the largest Hispanic street festival in the world
- Assisted partner agencies to gain media coverage in South Florida Hispanic markets for Oakley, Inc. and the Globalization and Localization Association

Account Coordinator, September 2011 - April 2012

- Worked with Simon Malls, Seminole Casino Immokalee, Tri-Rail and South Florida Regional Transportation Authority, gaining experience in retail, gaming and government
- Created and distributed press materials for various clients
    - Developed weekly advertorial for Seminole Casino Immokalee, published in the Naples Daily News to highlight new attractions, promotions, dining and more

Matthew Burkey Resume *(Continued)*

- Assisted in development of 6-month public relations plans for five Simon Malls to ensure proper PR strategies were executed
    - Participated in weekly status report calls with Marketing Directors to ensure implementation of PR plans
- Implemented strategies for seasonal promotions and annual Tri-Rail events
    - Secured sponsors, registered participants, drafted and distributed press materials, secured coverage and took part in executing auditions for Tri-Rail's annual Senior Idol competition
    - As part of agency team, developed Tri-Rail's first sponsored job fair

COMPUTER SKILLS

Proficient in Microsoft Office (Word, Excel, PowerPoint, Outlook, etc.) as well as email marketing service program SendGrid and media software programs Vocus, Factiva and Critical Mention. Also fluent in many social media outlets, including Facebook and Twitter

EDUCATION

Western Michigan University – Kalamazoo, Michigan
Bachelor of Arts in Public Relations – School of Communication
Minor in Advertising/Promotion - Haworth College of Business

Melissa Conowal Resume

MELISSA CONOWAL

5800 W. Sample Rd. #101 Coral Springs, FL | mconowal@gmail.com | 954.303.5966

PROFESSIONAL EXPERIENCE

GRAPHIC DESIGNER, Bitner Goodman, Ft. Lauderdale, FL, 02/13 to present

> design creative work for print and web advertising campaigns, sales collateral, logo development and marketing presentations
> retouching and optimization of photography
> prepare jobs for print and web production

SENIOR GRAPHIC DESIGNER, The Professional Golf Association of America
Palm Beach Gardens, FL, 05/08 to 11/12

> designed creative work for all departments, maintaining and enhancing the PGA brand; worked with Tournaments, Communications, Membership, Business Development, Player Development, Golf Properties and the PGA Association
> designed print work for advertising, outdoor advertising, championship tournament signage, hospitality and ticket sales brochures, posters, flyers, journal covers, catalogs, presentation powerpoint templates and special event invitations, tickets and programs
> created web banners, email templates, special events e-invitations and email blasts
> selected and organized photos, retouching and optimization of photography
> prepared projects for printing and collaborated with print vendors

ART DIRECTOR, First Marketing, Pompano Beach, FL, 02/05 to 05/08

> designed marketing publications, newsletters, direct mail campaigns, brochures, advertising, corporate sales collateral for national accounts and internal brands
> designed and produced unique, highly personalized marketing pieces in one-to-one technology
> led team to develop guidelines for pre-press production procedures, prepared jobs for printing with internal proofing and press checks

FREELANCE GRAPHIC DESIGNER, Pinpoint Communications, Deerfield Beach, FL, 04/04 to 10/04

> designed and produced retail packaging and point of sale materials
> organized product photography, photo retouching and color correction
> constructed large format color proofs/comps for clients and internal proofing
Clients: Sunbeam, Oster, Mr. Coffee

SOFTWARE CAPABILITIES

Adobe InDesign, Photoshop, Illustrator, Acrobat Professional, QuarkXpress, Fireworks, Microsoft Office Suite

EDUCATION

Florida Atlantic University, Bachelor of Fine Arts, Graphic Design

Alina Quintana Resume

ALINA QUINTANA

9589 Saddlebrook Drive, Boca Raton, Florida, 33496
(561) 706-6614

OBJECTIVE

Opportunity to assist a growing company with my strong background in communication, operational expertise, finance, customer satisfaction and problem solving.

EXPERIENCE

2000-Present — Bitner Goodman Inc., Fort Lauderdale, Florida
PRODUCTION MANAGER

- Monitor daily news clips for various clients.
- Create and maintain media lists used in press release and media alert distribution.
- Distribute press releases, media alerts and media advisories.
- Provide support at client events as required.
- Media buying: create media schedules for clients with specific target audience and publications. Work closely with newspaper, radio and television ad reps.
- Submit and traffic ad requests forms for ad placement. Monitor deadlines.
- Create and assemble press kits for various clients.
- Daily back up, troubleshoot electronic problems, work closely with IT Company make myself available for weekend full server back up.

1997-2000 — Information Television Network, Boca Raton, Florida
PUBLIC RELATIONS COORDINATOR

- Media relations: assist director as needed including help writing pitch letters, answering calls for additional information etc, and track timely events with AMA calendar.
- Contact companies and foundations to notify of procedures and requests logos, media lists, conference tie-ins and any material to be used as mailers. Follow-up as needed.
- Work with Creative Director.
- Keep track and assign transcripts for global versions of programs.
- Create and mail out monthly initial airing alerts
- Update and organize the 3 month calendar, noting air dates of shows as well as relevant ad deadline, conventions, etc.
- Proof any ad copies that go out.
- Assist in production as needed.
- Type letters and legal agreements.

1982-1995 — Olympia & York Companies, New York, New York
ADMINISTRATIVE ASSISTANT

- Responsibilities included organizing, revising and maintaining Annual Cash Flow Budget and other financial reports.
- General clerical – memos, letters, phone correspondence, follow-ups, maintenance of supplies and material for budget department.
- Complete reporting responsibilities (i.e. Annual Five Year Budget, Monthly short-term Forecast). Assisted in preparing special financial analysis projects as requested.
- Provided assistance to System Administrator in operations.
- Performed additional duties as required.

EDUCATION

Queensborough Community College
St. Johns University

SKILLS

Proficient in Microsoft Word and Excel
Fluent in Spanish
Teleprompter

AWARDS

Local Silver Addy for copywriter ITV Holiday Calendar

REFERENCES

Available upon request

Sheryl A. Dickey Resume

Dickey Consulting Services, Inc.

Sheryl A. Dickey

President/CEO

HIGHLIGHTS
Community and Business Development Expert

Public Engagement Specialist

Collaborative Change Agent

Longtime Broward County Business Owner

CERTIFICATIONS
Charrette Planner, National Charrette Institute

Public Meeting Facilitator, National Charrette Institute

AFFLIATIONS
International Economic Development Council

Greater Fort Lauderdale Chamber of Commerce

APTA

COMTO

AMAC

EDUCATION
B.S.S.W., Ohio State University

RECOGNITION
Boys & Girls Clubs of Broward County/ 100 Outstanding Women of Broward County, 2010

Sistrunk Community Festival Small Business Award, 2007

Success South Florida Magazine One of South Florida's 25 Most Prominent & Influential Black Women, 2006

Greater Fort Lauderdale Chamber of Commerce/Salute to Business Award. 2002

Sheryl A. Dickey is a community and economic development professional with more than 30 years of experience and a track record of success in these areas. She brings a high level of energy and the ability to participate in a leadership or team member role to ensure successful completion of a wide range of projects.

Owned and operated by **Sheryl A. Dickey**, DCS is an economic development, project management, public relations consulting firm. The company and its associates provide services to public and private enterprises, coordinating, implementing and promoting projects related to economic and community development, project management, international trade/business development, housing, public relations, public involvement, and other marketing initiatives. DCS has been in business for seventeen years.

RELEVANT PROJECT EXPERIENCE

Jacobs-Florida Department of Transportation/ CBEWT Project: 2006-Present
Supports client with the development of the overall project message, detailed public outreach, and a revised public involvement plan. DCS utilizes several traditional communication tactics to attract residents and business people alike to the public meetings. DCS executes comprehensive outreach via material development; e-mail alerts, radio broadcasts, print advertising, direct mailing, faxing and door distributions. Manage the necessary translation services to connect with diverse members of the impacted areas.

Corradino-FDOT/ I-95 PD&E Study: 2005- Present
Developed advanced notification letters and fact sheets to distribute to agencies. Mailed letters for various scheduled meetings and workshops. Workshop preparation, including the creation of public notices, agendas, FAQ sheets, comment cards, questionnaires and evaluation forms. Adhere to sensitive timelines to execute news releases, distributions, and event reminders. Secure arrangements for facility and special equipment use.

FAU/Transit-Supportive Infrastructure and Land Use: Mid-town Plantation, Broward County Florida, Broward MPO: 2010
Coordination of stakeholder meetings as identified by the Metropolitan Planning Organization (MPO). Schedule date/time/location of meetings with the Cities of Sunrise and Plantation, Florida; coordinate attendees, record meeting discussions and provide summary reports.

TMD/BCT Comprehensive Operational Analysis Project: 2009
Provided consultancy and professional public awareness program to support and address the needs of Broward County Transit. Managed services that include the development and dissemination of collateral material, extensive database development; and meeting attendance. Provided a forum for participants to furnish input on system strengths and weaknesses to help frame policy issues and service development framework. Provided ride checkers to survey BCT bus passengers.

www.dickeyinc.com

Sheryl A. Dickey Resume *(Continued)*

Dickey
Consulting
Services, Inc.
www.dickeyinc.com

***Gannett Fleming, Inc.-Florida Department of Transportation/ Broward Boulevard Phase II:* 2006**
Scheduled stakeholder interviews with key representatives of four governmental agencies: Broward County DRUP, City of Fort Lauderdale, Lauderhill, and Plantation to focus on issues, opportunities and constraints. Coordinated community meetings involving homeowner associations and other organizations to engage the public in the purpose of the project. Devised a documented Quality Assurance/Quality Control (QA/QC) process, checking and reviewing work for accuracy, completeness and compliance with the scope of services.

Kittleson/ Broward County MPO- Broward County 2030 Long Range Transportation Plan Update:2003-2005
Encouraged early and continuing participation by the public and the Community Involvement Roundtable in the update process for the 2030 LRTP by holding public workshops. Identify and include affected public agencies, representatives of transportation agencies, private providers of transportation and other interested parties impacted by the LRTP. Undertake explicit outreach efforts to reach the traditionally underserved such as minority and low-income populations in accordance with Federal Environmental Justice policies outlined in Executive Order 12898. Utilize communication tools consisting of direct mailings, web page on the Broward County website, advertisements, and newsletter.

Other Related Areas: Document controls, construction inspections, DBE monitoring and compliance reporting, contract and finance negotiations, and accounting and invoicing.

BACKGROUND

For more than a decade, **Sheryl A. Dickey** served in a number of executive level community and economic development positions within the public and private sectors including Director of Economic and Community Development for Blockbuster Entertainment Corp (1994); Economic Development Department Director for City of Fort Lauderdale (1992-1994); Deputy Director of Economic Development for Toledo/Lucas County Port Authority (1990-1992); Director of Small and Developing Business Division of the State of Ohio Department of Development (1986-1990); Industrial Development Specialist for the State of Ohio Department of Development (1983-1986); and Assistant Director and Planning/Budget Manager for Portsmouth Inner City Development Corp (1980-1982). Dickey also served on the Portsmouth City Council as a City Council Member (1982-1983).

SECTION 3.0

Introduction

SFRTA/Tri-Rail continues to be a vital South Florida resource, connecting residents and visitors throughout the South Florida region. Even after years of proven success, there are still those who don't view Tri-Rail as a viable system or an economic asset. Plus, limited funds create an uneven playing field with everyone clamoring for their piece of the pie.

The good news is that more people have come to recognize the benefits of public transportation as rising gas prices hit their wallets. This realization has opened the doors to gain more support from elected officials, business leaders and the public. It has also translated into increased ridership.

A strategic marketing, advertising and community outreach plan is necessary to ensure that everyone is aware of the benefits of riding the train to work, school or play. Like any other product or service, it is important to stay top of mind, citing the rationale as to why we need it, want it or can't live without it.

Incorporating a number of strategies and tactics, it is possible to generate greater awareness, which in turn results in increased ridership and fare revenue. At the same time, SFRTA garners well-deserved recognition as the key resource to promoting transportation and regional connectivity. The following scope of services, working in tandem, will be implemented to position SFRTA/Tri-Rail as a strategic, cost-effective asset.

Marketing Objectives

- Continue to increase train and shuttle ridership with the development and implementation of strategic marketing and PR programs that promote Tri-Rail's service and ridership benefits
- Partner with recognized businesses and organizations to reach new audiences and to position SFRTA/Tri-Rail as a credible entity in the marketplace and beyond
- Pursue a variety of promotional efforts that reach business and leisure riders including but not limited to, students, educators, African Americans, Hispanics, Haitians, seniors and families
- Promote rail transportation as the cost-effective, convenient and less stress alternative to costly gas prices, tolls, parking, car maintenance and insurance, as well less traffic congestion
- Further brand South Florida Regional Transportation Authority as the area's dominant transportation advocate and regional planner
- Evaluate PR and marketing efforts to define specific goals and expectations

Marketing Strategies

- Public/private partnership marketing
- Multimedia advertising
  - o Direct mail
  - o Radio
  - o Print
  - o Outdoor
  - o Digital
  - o Mobile
  - o Television
- Multicultural community outreach
- Public relations
- Special events
- Communications/collateral materials
- Website promotion
- Income generation
- Research

Scope of Services

Community Outreach and Marketing

In developing a strategic marketing plan, Bitner Goodman will employ a number of efforts to ensure it is reaching the community at large. Depending on the effort, we will address targeted market segments individually. The following tasks will be completed under this category:

- Conduct research (surveys, community analysis, focus groups) and produce quantitative and qualitative reports
- Identify niche markets and create various targeted marketing and outreach initiatives
- Develop branding campaigns to further promote SFRTA/Tri-Rail
- Plan community outreach initiatives and special events
- Create sponsorships and cross promotional opportunities
- Plan educational programs to reach public/private school students and educators
- Handle public relations and identify innovative media opportunities
- Further develop website, smart phone app and social media outlets

Suggested Efforts

- Pursue Leadership programs (regional) to pursue class projects and include in class exercises
- Create progressive social event for Young Professionals groups in the tri-county area that includes a ride from one county to the other
- Conduct ongoing sales missions to targeted businesses to drive ridership
- Continue Street Team presence at major community events
- Continue to participate or sponsor events such as Senior Idol, Rail Fun Day, Dump the Pump and station events that promote health and safety

Public/Media Relations

It is critical to get your messages across, which can be done effectively with a strategic PR program. Publicizing milestones, announcing new programs and controlling crisis situations are all part of the day-to-day PR efforts including the following:

- Design and develop media kits, trade show materials, annual reports, brochures, media releases, newsletters and more
- Write and disseminate articles, including developing news stories, editorial responses, profile pieces, speaking points and more
- Implement press conferences, publicity tours, editorial board meetings and interviews
- Prepare presentations and speeches
- Provide media training
- Handle crisis communications
- Identify news opportunities such as human interest stories, testimonials (employers/employees), staff giving back to the community, milestones (service, ridership, etc.) and promotional campaign support

Advertising

Paid advertising is a valuable tool to increase ridership, promote public support, retain riders and strengthen brand loyalty. Bitner Goodman will employ the below tasks to effectively position SFRTA/Tri-Rail:

- Create radio, television, outdoor, print, digital, point-of-purchase and direct mail advertising concepts
- Oversee media campaigns
- Edit and write promotional copy
- Evaluate and set campaign goals
- Plan and negotiate media buys
- Manage cost-effectiveness of advertising efforts
- Identify value added opportunities
- Enhance onboard and station advertising sales program
- Conduct post evaluation to review campaign success

Project Evaluation (Pre & Post)

Research and evaluation is key to the launch and implementation of a successful campaign. Identifying the anticipated customers from the start and analyzing the results following a campaign is a solid approach. Our method of evaluation includes:

Pre-campaign

- Conduct media analysis
- Define audience demographics
- Estimate cost per impression
- Compare reach based on dayparts, programming and ratings

Post-campaign

- Analyze click through rates
- Record call to action response
- Tabulate PR values
- Review website hits
- Track ridership year-to-year, month-to-month

Income Generation

Utilizing the train and stations as a wealth of opportunity, Bitner Goodman will sell space onboard the train, at the stations and on select promotional materials to earn income. Our role will be to:

- Actively seek sales opportunities through onboard and station advertising, in addition to print collateral materials
- Create partnerships that include advertising options to secure cash or in-kind support

Tourism Marketing

Bitner Goodman will identify strategic advertising opportunities with local travel and tourism publications to further promote Tri-Rail to South Florida visitors throughout the year. Bitner Goodman will also identify regional events that attract tourists and develop programs to market the commuter rail system to guests visiting the area. Our tactics willl be:

- Create print advertising for tourism related publications
- Create more dialogue with Convention and Visitor Bureaus
- Pursue outreach with concierge associations
- Seek ties with regional events
    - o Ultra Music Festival
    - o Miami International Boat Show
    - o Miami International Film Festival
    - o Miami Book Fair International
    - o Fort Lauderdale Air Show
    - o Sunfest
    - o Calle Ocho
    - o Sports events
- Develop PR stories directed to area visitors from domestic & international markets

Project Administration

It is important to create protocols, which can allow the marketing team and others to assess each aspect of the marketing program. Bitner Goodman would provide the below:

- Status and/or project final reports
- Monthly budget reports citing cost and labor analysis
- Cost estimates and final budgets with all back-up receipts

CONCEPTS FOR THE FUTURE

Tri-Rail's 25th Anniversary Celebration

Timing

- January 2014

Target Audience

- Current riders
- Potential riders
- Community & business leaders
- Businesses
- Media
- Elected officials
- Transportation industry

Goals

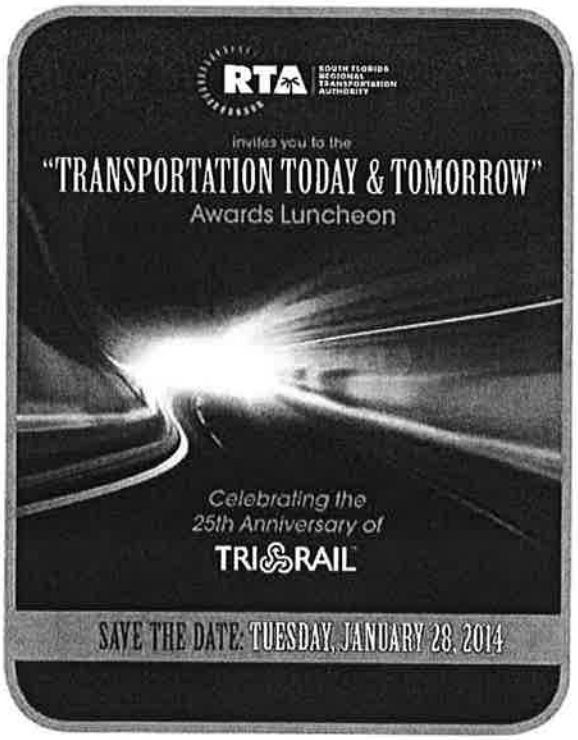
- Acknowledge Tri-Rail's 25th anniversary celebration with a focus on its community impact
- Encourage ridership by promoting the benefits of riding Tri-Rail, including saving money
- Recognize community leaders and businesses who have been supporters of Tri-Rail and public transportation
- Increase the number of businesses and employees committed to ride Tri-Rail
- Garner media attention to celebrate the major milestone
- Attract sponsors and partners to further reach targeted audiences
- Reach 2 million+ consumers in the South Florida region
- Position SFRTA as a dominant entity actively operating Tri-Rail

Strategy

In honor of Tri-Rail's 25th anniversary, Bitner Goodman will create opportunities that engage all stakeholders, including but not limited to transportation industry professionals, elected officials, community and business leaders, current and potential train riders. A multi-tiered approach will include the following:

"Transportation Today and Tomorrow" Awards Luncheon

SFRTA will host a celebratory regional gathering in honor of Tri-Rail's anniversary as a way to review the past, present the current successes and look forward to a bright future. This ticketed effort will include a noted guest speaker, a brief county by county transportation update and an opportunity to recognize a select few individuals and organizations for their innovation, vision and commitment to the best practices for a public transportation network. SFRTA will be positioned as a strong leader, while the message will be about a regional approach to success with Tri-Rail as a shining example.



Rider Appreciation Day

To signify this major milestone, Bitner Goodman will create a Rider Appreciation Day to thank Tri-Rail riders and also encourage others to get onboard. The 25th anniversary lends itself to this effort, which will include station events, onboard meet and greets, giveaways and register to win opportunities. A special rider incentive will be earmarked for this special day.

Corporate Challenge

Bitner Goodman will also create a Corporate Challenge, encouraging businesses to increase the number of employees who ride the train. The challenge will also engage new businesses to increase ridership. This effort will engage a third party partner(s) to provide value added incentives to move the needle. Free sports team tickets, meal vouchers, movie passes or other popular gifts will enhance the effort.

Campaign Tactics

- Special event planning
- Print advertising
- Radio advertising
- Digital advertising
- Email blasts
- Station floor graphics
- Train posters
- Public relations
- Community partnerships
- Sponsors

Evaluation

- Event attendance
- Ridership increases
- Website visits
- Publicity value
- Sponsor/partner value
- Gross ratings points (radio and TV)
- Reach/number of impressions (electronic and print)
- Click-through rates (digital)
- Frequency of exposure (digital, radio, TV)
- CPM (cost per 1,000) (radio, TV)

SFRTA BRANDING

Timing

- Ongoing effort

Target Audience

- Elected officials
- Business leaders
- Public transportation advocates
- Riders
- Media
- Children & families

Goals

- Position SFRTA as a leader in regional planning to ensure a viable public transportation network
- Increase brand/name recognition
- Promote regionalism and encourage a cooperative atmosphere of positive change
- Promote the benefits of public transportation

Strategy

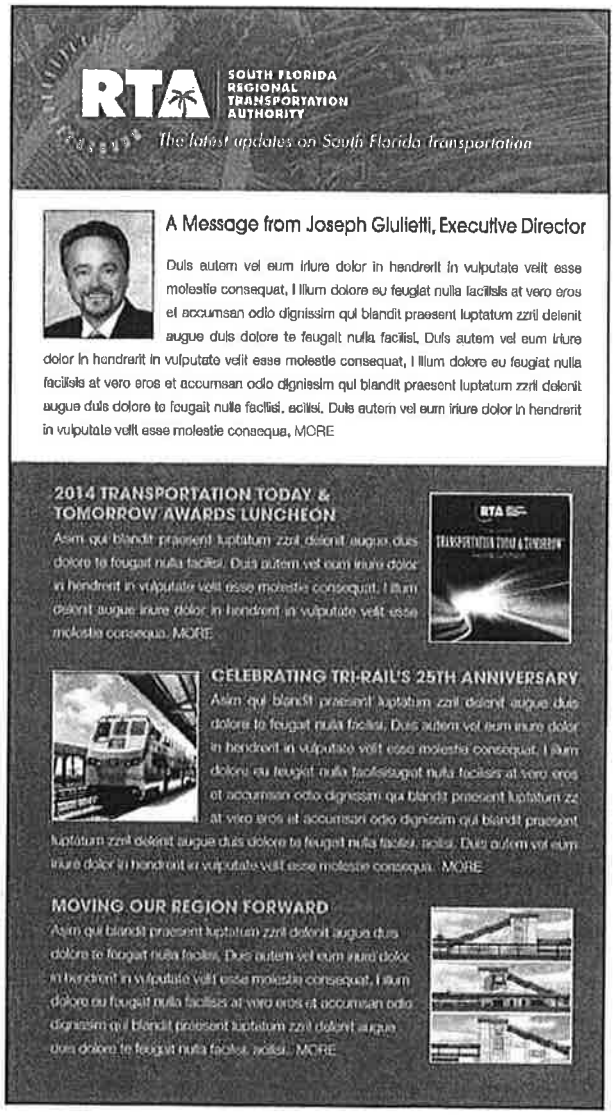
As part of the overall marketing effort, it will be necessary to market SFRTA as a credible entity with an important mission, which can help improve the quality of life for all. To establish this recognition, the following opportunities would be incorporated into an overall marketing plan:

"For Generations to Come" Advertising

An institutional advertising campaign will promote the benefits and mission of SFRTA with a purposeful message and image to indicate why now is the time to plan for our future. This advertising opportunity is perfect for inclusion in area business publications, theater programs, news/talk radio formats, public/cable television and other vehicles that reach mostly decision makers. Annual efforts like APTA's Dump the Pump also provide a platform to shine as a strong advocate for public transportation.

A Message from the Executive Director Email Blast

To keep stakeholders abreast of SFRTA efforts, Bitner Goodman will create a monthly email blast to be shared with key elected officials, city and government entities, businesses and other strategic partners. A rider bulletin would still be published for onboard the train, but this one would be more specific from the Executive Director to address pertinent topics on legislation, funding, planning and development.



Working with the area public school systems, Bitner Goodman will create an annual art contest to engage young people to create their vision of the future of a thriving community with public transportation. This creative effort, mirrored after the successful Kids Go Green poster art contest, will support SFRTA name recognition, while educating our youth and reaching parents. Award recognition would take place at a Board meeting and the art could become a traveling exhibition showcased in malls, public libraries or other venues.

Survey—What are people thinking?

As a means to perpetuate the role of the SFRTA as a public transportation leader, we propose a consumer survey as a viable PR opportunity since it records public opinion. It can be available on the web and completed at community events. It offers a great opportunity to partner with a local college as a class project, too. Questions might include: • How high will gas prices increase before you consider transit? • What will it take for you to switch to public transportation? • Have you considered using public transportation in the past 60 days? • If from another geographic area, did you use public transportation there?

Celebrity Role

The role of the SFRTA can be widely promoted through many channels. In the past, budget has had to dictate the level of marketing, but if we think beyond that, it is conceivable to employ a celebrity spokesperson to be the voice of the SFRTA. This recognition would offer an exciting approach to ensure that everyone clearly identified with the SFRTA. An individual like Don Shula, who is regarded as a champion and a strong figure, would be a great example of a spokesperson.

Overall Campaign Tactics

- Print advertising
- Radio advertising
- Digital advertising
- Email blasts
- Onboard train posters
- Public relations
- Community outreach
- TV PSA/advertising

Evaluation

- Website visits
- Publicity value
- Sponsor/partner value
- Gross ratings points (radio and TV)
- Reach/number of impressions (electronic and print)
- Click-through rates (digital)
- Frequency of exposure (digital, radio, TV)
- CPM (cost per 1,000) (radio, TV)

"It Pays To Ride Tri-Rail" Consumer Campaign

Timing

- February 2014 – May 2014

Target Audience

- Potential riders
- Multicultural audiences
  - o African American/Caribbean
  - o Hispanic
  - o Haitian
  - o Senior
  - o Gay/Lesbian

Goals

- Position Tri-Rail as a cost-saving alternative mode of transportation
- Increase ridership and awareness of Tri-Rail as a way to travel throughout the region
- Create a public/private partnership to expand Tri-Rail's reach
- Reach 2 million+ consumers in the South Florida region
- Create a call to action to direct traffic to the website for more information

Strategy

Tri-Rail's "It Pays to Ride Tri-Rail" campaign will highlight one of the most important benefits of riding Tri-Rail—saving money. This campaign will promote the cost savings of riding Tri-Rail and showcase ways that this extra money in one's wallet can support individual choices. A college education, family vacation, spa day or pizza party are all great choices that can be enjoyed with more money to spend.

As part of this multi-faceted marketing campaign, consumers will be directed to the Tri-Rail website to learn how they can save more by riding the train and enter to win $1,000 in a new savings account at a local bank.

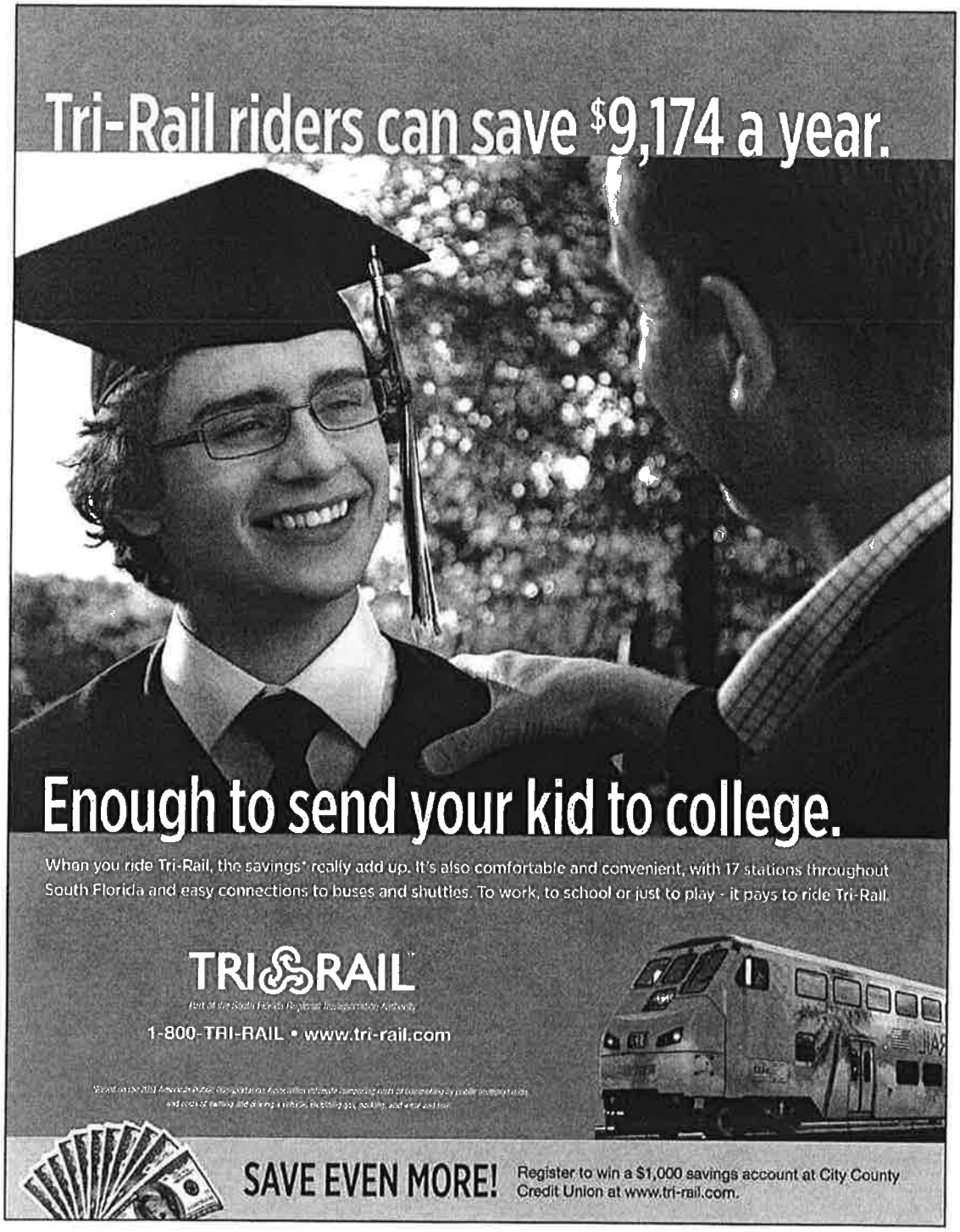
Tactics

- Television advertising
- Radio advertising with remotes (money machines at select locations)
- Print advertising
- Digital advertising
- Outdoor/billboard and bus
- Rack card distribution at community events and third party venues

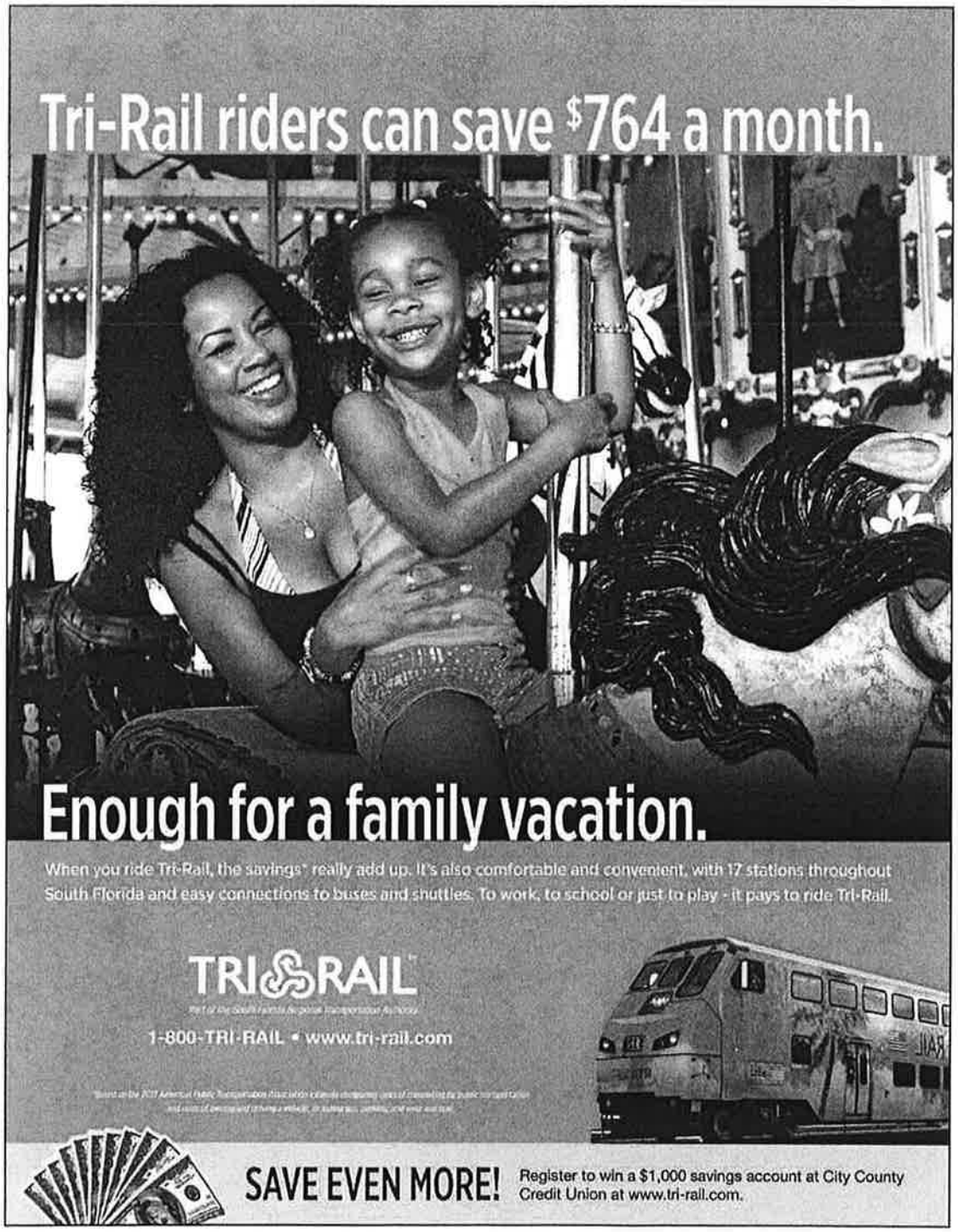
Evaluation

- Ridership increase
- Promotional campaign responses
- Sponsor/partner value
- Website visits
- Gross ratings points
- Reach/number of impressions
- Click-through rates
- Frequency of exposure
- CPM (cost per 1,000)

"It Pays To Ride Tri-Rail" Consumer Campaign
Print Ad



"It Pays To Ride Tri-Rail" Consumer Campaign
Print Ad



"It Pays To Ride Tri-Rail" Consumer Campaign
Print Ad

"It Pays To Ride Tri-Rail" Consumer Campaign
Print Ad

"Great Connections" Consumer Campaign & Reopening of Miami Airport Station

Timing

- Late 2013/Early 2014

Target Audience

- Current riders
- Potential riders
- Business & leisure travelers
- Elected officials
- Media

Goals

- Educate commuters about the opening of the Miami Airport Station and other direct shuttle connections
- Position Tri-Rail as the convenient and cost effective way to connect to the airports
- Increase ridership by promoting Tri-Rail's shuttle and bus connections to various destinations throughout the region
- Position Tri-Rail as a cost-saving alternative mode of transportation for leisure and business travel
- Create a public/private partnership to expand Tri-Rail's reach
- Reach 2 million+ consumers in the South Florida region

Strategy

With the reopening of the Miami Airport Station, Tri-Rail has a prime opportunity to reiterate the message about its connections to the airports and all that South Florida has to offer. The campaign will engage various constituents with a multimedia effort, targeted outreach to businesses and commuters along shuttle routes and more.

A "Pack Your Bags" promotion to win a trip departing from the Miami Airport will be incorporated to create excitement and more of a buzz. Consumers will also be directed to the Tri-Rail website to get more details about all of the shuttle connections and to download a special added value offer from a third party partner.

Bitner Goodman will also coordinate a grand reopening station event as part of this effort. Local media and on-air personalities will be invited to ride the train to the Miami Airport Station for a special ribbon cutting ceremony.

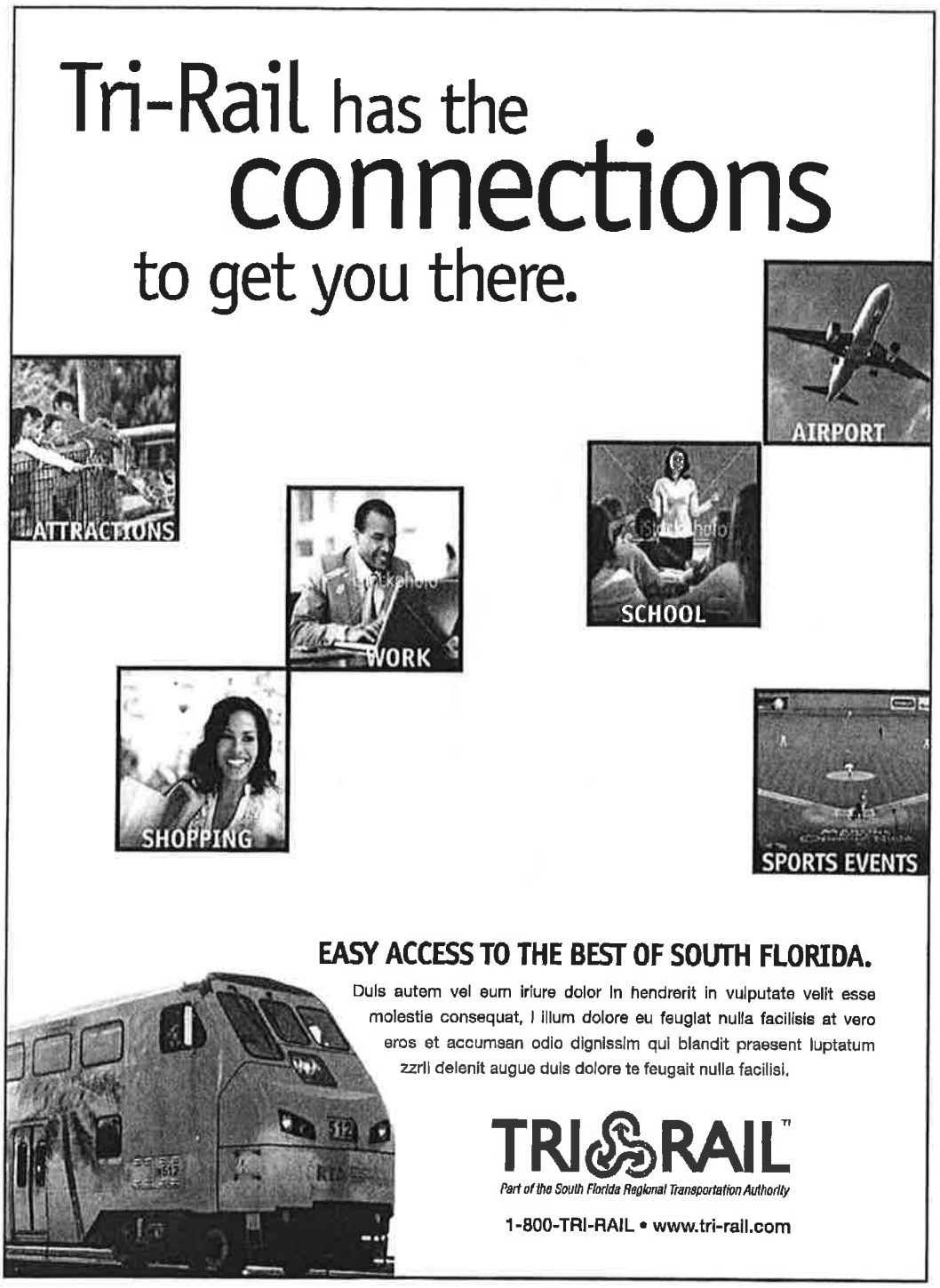
Tactics

- Outdoor advertising (bus and shuttles)
- Mall advertising (Sawgrass Mills)
- Concierge promotion
- TV advertising
- Digital advertising
- Direct Mail
- Email blasts
- Train posters
- Public relations
- Updated train schedule and collateral materials
- Train schedule distribution at community events

Evaluation

- Ridership increase
- Shuttle bus counts
- Event attendance
- Website visits
- Publicity value
- Direct mail postcard redemption
- Outreach registration
- Gross ratings points
- Reach/number of impressions
- Click-through rates
- Frequency of exposure

"Great Connections" Consumer Campaign
Print Ad



"Corporate Spotlight" – Corporate Relations

Timing

- May 2014

Target Audience

- Businesses
- Current Employer Discount Program companies
- Chambers of Commerce
- Commuters

Goals

- Increase ridership of daily commuters
- Position Tri-Rail as a benefit for South Florida businesses
- Encourage more riders by promoting good-will with already valued supporters of Tri-Rail

Strategy

It is important for area businesses to see how others in the market are using Tri-Rail as a way to recruit more employees, increase productivity and provide added employee benefits. This campaign puts the spotlight on companies, which understand the value of public transportation and invest in marketing and promotion to drive ridership.

To demonstrate the success of those companies and help attract other businesses, Bitner Goodman will create the "Corporate Spotlight," an email blast/ad series of testimonials from EDP companies. Prominent representatives from their companies will share their stories about the impact that Tri-Rail has on their business. This will serve as a great opportunity to show Tri-Rail's appreciation for participating companies, while encouraging other businesses to follow their lead.

Chambers of Commerce

To further recruit new businesses, Bitner Goodman will create a chamber speaking series, which will provide the opportunity for a Tri-Rail representative to attend chamber meetings to provide updates on the commuter rail system and engage attendees to ride and/or promote the system to employees.

Corporate Runs/Similar Events

Community sponsorships that provide access to targeted individuals and businesses are a good investment. The Mercedes-Benz Corporate Run is a good example of a strong event geared to businesses. This exposure would coincide with our business spotlight.

Tactics

- Email blast to current EDP companies
- Direct mail to new businesses
- Presentations at Chambers of Commerce meetings
- Spotlight partnership with local business publication
- Event sponsorship/participation

Evaluation

- Ridership increase
- Shuttle bus counts
- Reach/number of impressions

"Corporate Spotlight" Campaign

EXHIBIT 4

Date: **May 21, 2013**

To: **Joseph Giulietti, Executive Director**

From: **Evaluation and Selection Committee**

Subject: **RFP 13-006 for "Corporate & Community Outreach & Marketing Services"**

The purpose of this memorandum is to present to the Executive Director for approval Bitner Goodman, Inc. 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 firm to provide Corporate and Community Relations and Marketing Services, including public relations, public information, marketing and advertising services. The term of the Agreement will be five (5) years.

Procurement History

SFRTA began advertising this Request for Proposal (RFP) on April 7, 2013. Advance notice was sent to 12 firms from SFRTA's vendor database/referral list. The RFP was also publicly advertised in three local newspapers. Fourteen (14) firms requested the RFP document and six (6) proposals were received on May 10, 2013.

The proposals were submitted to SFRTA by:

- Bitner Goodman, Inc.
- Cunningham Group, Inc.
- The Valerin Group, Inc.
- Mad 4 Marketing, Inc.
- Fahlgren, Inc. dba: Fahlgren Mortine
- Diaz & Cooper Advertising, Inc.

An Evaluation and Selection Committee was approved by the Executive Director on April 22, 2013 and consisted of the following members:

Jack Stephens, Deputy Executive Director
Diane Hernandez Del Calvo, Director of Administration/EEO Officer
Victor Garcia, Corporate & Community Outreach Manager

After the Evaluation and Selection Committee's individual review of the six responsive proposals, the Committee met on May 17, 2013 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 25 points)
2. Personnel (Maximum 20 points)
3. Approach (Maximum 35 points)
4. Proposed Cost (Maximum 20 points)

Analysis

During the evaluation the Committee discussed the proposal strengths and weaknesses for each criterion. After combining the technical and price evaluation scores, Bitner Goodman, Inc. received the highest score and ranking from the Evaluation and Selection Committee for reasons listed below:

1. Successfully managed SFRTA/Tri-Rail Marketing & Outreach for 15 years;
2. Experienced in transportation industry;
3. Clear understanding of SFRTA's services;
4. Knowledgeable personnel, experienced with SFRTA account;
5. Strong Community Involvement;
6. All work is handled in house;

Determination

For the reasons set forth above, the Evaluation and Selection Committee has determined that RFP No. 13-006 for "Corporate & Community Outreach and Marketing Services" should be awarded to Bitner Goodman, Inc.

Approved by:

Diane Hernandez Del Calvo,
Director of Administration/EEO Officer

Chris Bross, Director
Procurement

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

Joseph Giulietti,
Executive Director

Tracking No. 06071334 AGENDA ITEM NO. R6

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013

AGENDA ITEM REPORT

☐ Consent ☒ Regular

BOARDROOM RENOVATIONS

REQUESTED ACTION:

MOTION TO APPROVE:

(A) Preliminary Plan for the Renovation of the SFRTA Boardroom

(B) Delegation to the Executive Director to execute the necessary agreements for the Renovation as currently estimated at $105,000.

SUMMARY EXPLANATION AND BACKGROUND:

The SFRTA Building Lease, dated February 25, 2011, obligates the Landlord (Prologis) to provide $55,000 towards renovations of the SFRTA Boardroom and to have the Landlord's contractor perform the agreed upon work. SFRTA staff has worked with its consultant, HDR and the Landlord's contractor to develop a preliminary plan for renovation and expansion of the SFRTA Boardroom (the "Preliminary Plan") (see Exhibit 1). The major highlights of the Preliminary Plan are that it: (1) expands seating on the dais to accommodate the 10th Board position; (2) increases the audience seating by approximately 65 seats (from 86 to 151); and (3) adds an audio-visual room. IT hardware will be purchased separately under the Executive Director's existing authority.

The total cost estimate for the Preliminary Plan is $80,072.00, of which SFRTA's financial obligation would be $25,072.00. SFRTA's consultants have confirmed that the cost estimate provided by the Landlord's contractor is fair, but advise that contingencies be made for possible unforeseen necessary improvements, etc. To address this concern, an approximately 30% contingency has been added to the potential costs for a total estimate of $105,000 (of which $50,000 would be SFRTA's responsibility).

SFRTA staff is requesting that the Board approve the Preliminary Plan and associated SFRTA costs.

Department: Executive
Project Manager: Diane Hdz. Del Calvo

Department Director: Diane Hdz. Del Calvo
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding will be available in SFRTA's FY 2014 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1 – Preliminary Plan for Boardroom Renovations
Exhibit 2 – Cost Estimate

BOARDROOM RENOVATIONS

Recommended by: _____ 5/31/13
Department Director Date

Approved by: _____ 5/31/13
Procurement Director Date

Authorized by: _____ 5/31/13
Executive Director Date

Approved as to Form by: _____ 5-31-13
General Counsel Date

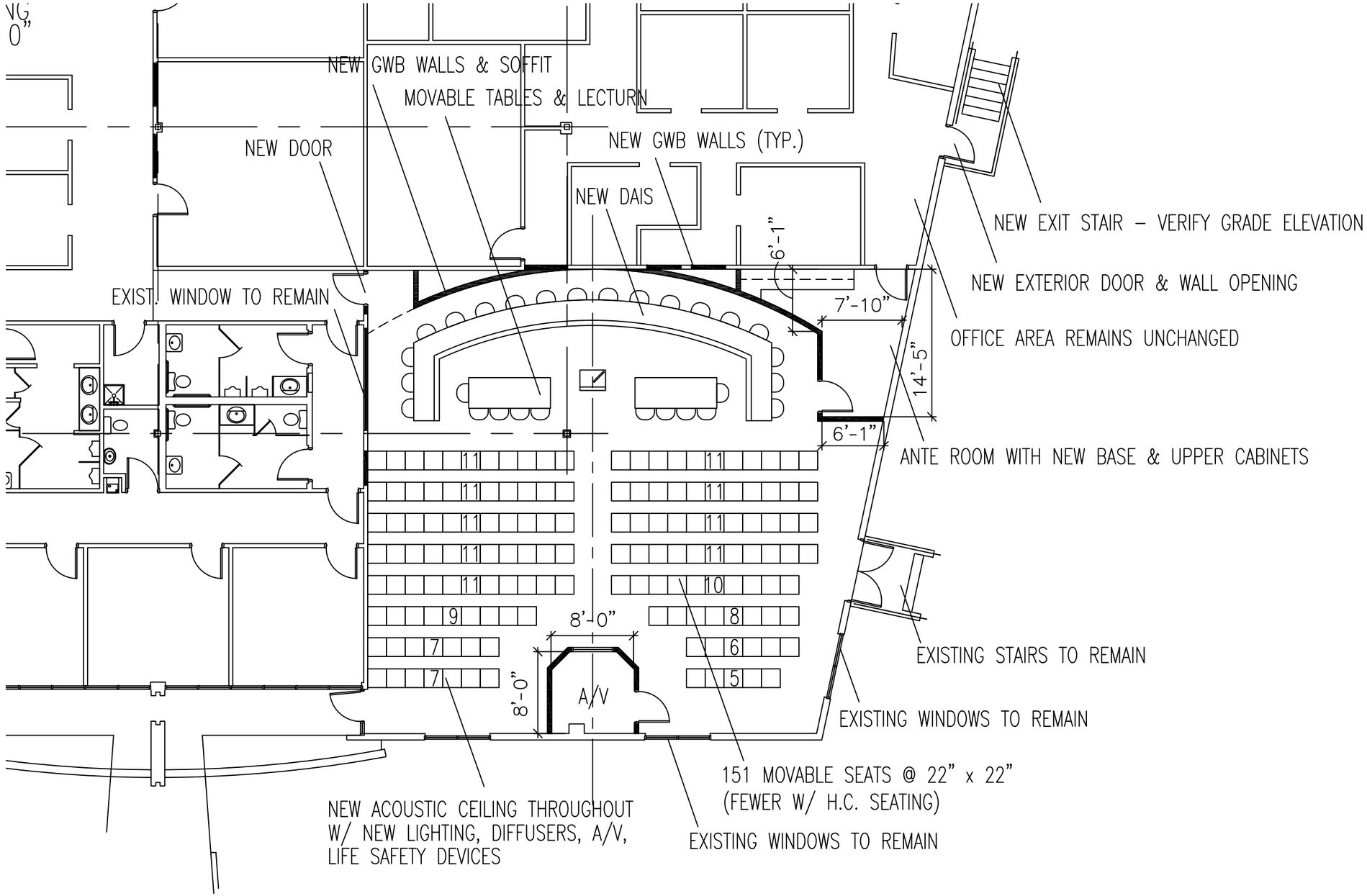
Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams	____Yes ____ No	Commissioner Kristin Jacobs	____Yes ____No
Commissioner Bruno Barreiro	____Yes ____No	Nick A. Inamdar	____Yes ____ No
James A. Cummings	____Yes ____No	George A. Morgan, Jr.	____Yes ____No
Frank Frione	____Yes ____No	James A. Wolfe, P.E.	____Yes ____No
Marie Horenburger	____Yes ____No		



151 SEATS

SFRTA / TRI-RAIL BOARDROOM

PRELIMINARY PLAN (SOUTH FACING) – 3/24/11 HDR

3/32" = 1/-0" @ 11X17

EXHIBIT 2

CONSTRUCTION ASSOCIATES, INC.

April 3, 2013

ProLogis
3475 Piedmont Road, NE
Suite 650
Atlanta, GA 30305

Attn: Mr. Andrew Carney
Re: Tri-Rail Board Room Only (151 Seat Option)

Dear Mr. Carney:

Thank you for the opportunity to provide pricing for the re-configuration of the Boardroom at 801 NW 33rd Street in Pompano Beach, Florida. The total cost to complete the work is **$80,072.00** and is based on preliminary plans prepared by HDR Architecture dated March 24, 2011 and the attached qualifications. Also attached is a complete cost breakdown for your use.

If you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

DC CONSTRUCTION ASSOCIATES, INC.

Chris Peck
Vice President

CP/cl

cc: File(s)

7700 Congress Avenue, Suite 3202, Boca Raton, FL 33487
p 561.988.8505 f 561.988.8506
CGC 1510595 CGC 1513932
www.dcconstructionassociates.com

CONSTRUCTION ASSOCIATES, INC.

Project Name: TRI-RAIL BOARDROOM 151
Location: Pompano Beach
Square Footage: 2,200

Prepared For: Mr. Ian Slagle
Prepared By: Chris Peck
Date: 4/1/12

DIV	DIRECT COSTS	ESTIMATED COST	COMMENTS	COST/SF
01000	DESIGN FEES	5,000		2.27
01060	PERMIT COSTS	4,000		1.82
01000	GENERAL CONDITIONS	7,500		3.41
01100	HAZARDOUS MAT'L SURVEY	0		0.00
02050	DEMOLITION	2,250		1.02
02080	FENCEING	0		0.00
03100	CONCRETE WORK	1,500		0.68
04270	GLASS BLOCK	0		0.00
05500	METAL FABRICATIONS	0		0.00
06200	FINISH CARPENTRY	1,200		0.55
06220	MILLWORK	22,500		10.23
06410	CABINETRY	0		0.00
06600	CULTURED MARBLE	0		0.00
07250	FIREPROOFING	0		0.00
07270	FIRE CAULKING	0		0.00
07510	ROOFING	0		0.00
08100	METAL DOORS/FRMS/HDWR	0		0.00
08200	WOOD DOORS/FRMS/HDWR	2,200		1.00
08300	SPECIAL DOORS/FRMS/HDWR	0		0.00
08400	GLASS & GLAZING	650		0.30
09250	DRYWALL	8,200		3.73
09300	CERAMIC TILE	0		0.00
09500	ACOUSTICAL CEILING	750		0.34
09650	RES. FLOORING/BASE	0		0.00
09680	CARPET	4,900		2.23
09700	SPECIAL FLOORING	0		0.00
09920	PAINTING & WALLCOVERING	3,250		1.48
10150	TOILET ACCESSORIES	0		0.00
10270	ACCESS FLOORING	0		0.00
10440	SIGNAGE	0		0.00
10520	FIRE EXTINGUISHERS	0		0.00
11130	AUDIO/VISUAL EQUIP.	0		0.00
12500	WINDOW TREATMENTS	0		0.00
12600	FURNISHINGS	0		0.00
15330	FIRE SPRINKLERS	2,850		1.30
15400	PLUMBING	0		0.00
15500	HVAC	2,400		1.09
16000	ELECTRICAL	4,500		2.05
16600	A/V ELECTRICAL	1,100		0.50
16700	SECURITY SYSTEMS	0		0.00
	CONTINGENCY	0		0.00
	SUBTOTAL	**74,750**		**33.98**
	OVERHEAD	2,243		1.02
	CONTRACTORS FEE	3,080		1.40
	PROJECT TOTAL COST	**$80,072**		**36.40**

Tri-Rail Board Room (151 Seat Option)
4/3/13
Qualifications

DIVISION 1 – GENERAL CONDITIONS

1. Permit fees (general contractor and subcontractors) and expediting fees are included as an allowance of $4,000.00.
2. General conditions cost is based on project duration of six (6) weeks from date of permit issuance.
3. No costs for accelerated schedule have been included.
4. Costs to repair or fix existing code violations are not included.
5. Builder's Risk insurance, Utility Bonds, Payment and Performance Bonds, etc. are not included.
6. This proposal is valid for thirty (30) days.
7. Certificate of Occupancy fees, Temporary Certificate of Occupancy fees, water meter fees, FPL fees, impact fees or other governmental fees are included as part of the permit fee allowance.
8. MEP Design fees are included as an allowance of $5,000.00.

DIVISION 2 –DEMOLITION

1. Includes removal of interior partitions to accommodate new meeting room layout.

DIVISION 3 – CONCRETE

1. Concrete is limited to re-pouring of electric trench.

DIVISION 4 – MASONRY

N.I.C.

DIVISION 5 – METALS

N.I.C.

DIVISION 6 – CARPENTRY

1. Removal of raised floor is included.
2. 43' of new plastic laminate Dias cabinetry has been included.
3. 11' of new plastic laminate upper and lower cabinets have been included.
4. All laminate will be selected from the standard color chart.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

N.I.C.

DIVISION 8 – DOORS AND WINDOWS

1. Four (4) new doors have been included to match existing.
2. Storefront system is assumed to be in good condition and needs no repair work, other than what is proposed to be new.
3. New window at A/V Room has been included.

DIVISION 9 – FINISHES

1. All walls shall be painted with flat latex Sherwin Williams Pro Mar 200 paint.
2. New "Patcraft" Socrates carpet is included as necessary.
3. The interior office partitions shall be 12'0" A.F.F. and attached to the existing ceiling grid.
4. New 2"x4" acoustical ceiling system has been included at public lobby and at storage room only.
5. New drywall ceiling has been included over Dias area.

DIVISION 10 – SPECIALTIES

N.I.C.

DIVISION 11 – EQUIPMENT

N.I.C.

DIVISION 12 – FURNISHINGS

1. Window treatments are not included.

DIVISION 13 – SPECIAL CONSTRUCTION

N.I.C

DIVISION 14 – CONVEYING SYSTEMS

N.I.C.

DIVISION 15 – MECHANICAL

1. An allowance of $2,400.00 has been included for re-working HVAC vent as needed.
2. Fire sprinkler work is limited to re-working heads to go to new ceiling.

DIVISION 16 – ELECTRICAL

1. Electrical service is assumed to be existing and provide adequate power for renovation to meeting room.
2. Twelve (12) new hi-hats have been included for soffit area over new Dias location.
3. An allowance of $500.00 has been included to relocate A/V conduits.
4. An allowance of $1,100.00 has been included to hook-up existing A/V equipment that is being disturbed by new work.
5. An allowance of $500.00 has been included for fire alarm modifications.

END OF DOCUMENT

Tracking No. 06071335 AGENDA ITEM NO. R7

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
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: South Florida Regional Transportation Authority's (SFRTA's) Planning and Technical Advisory Committee's (PTAC) funding recommendations for the Job Access and Reverse Commute (JARC) and New Freedom (NF) applications (see exhibit).

SUMMARY EXPLANATION AND BACKGROUND:

As the Designated Recipient for the Miami-Dade Urbanized Area (UZA) JARC and NF Grant Programs, and consistent with Federal Transit Administration (FTA) rules, the SFRTA recently conducted a competitive project selection process for the two grant programs. The selection cycle included funding available from Fiscal Year 2012. The total available for this funding cycle is $3,615,380 for JARC and $2,084,771 for NF. The SFRTA received a total of twenty (20) applications requesting funding. The proposals were reviewed by SFRTA staff to ensure compliance with JARC and NF program guidelines, and then forwarded to the SFRTA's PTAC. The applications were reviewed by the PTAC and a recommendation for funding is made to the Governing Board for approval.

The Board is responsible for final approval of selected JARC and New Freedom applications for the Miami UZA. Following Board approval, the SFRTA will submit grant applications to the Federal Transit Administration (FTA) on behalf of the sub-recipients.

Department: Planning & Capital Development Department Director: William L. Cross, P.E.
Project Manager: Natalie Yesbeck Pustizzi, AICP Procurement Director: Chris Bross

FISCAL IMPACT: The SFRTA FY 2013-2014 Operating Budget will incorporate these funds

EXHIBITS ATTACHED: Exhibit 1- PTAC Recommendations

AGENDA ITEM NO. R7

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

Recommended by: BCROSS 6/3/13 Approved by: _____
Department Director Date Procurement Director Date

Authorized by: 6/3/13 Approved as to Form by: 6/3/13
Executive Director Date General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steve Abrams	_____Yes _____No	Nick A. Inamdar	_____Yes _____No
Commissioner Bruno Barreiro	_____Yes _____No	Commissioner Kristin Jacobs	_____Yes _____No
James A. Cummings	_____Yes _____No	George Morgan, Jr.	_____Yes _____No
Frank Frione	_____Yes _____No	James Wolfe, P.E.	_____Yes _____No
Marie Horenburger	_____Yes _____No		

Exhibit 1

PTAC Recommendation for the Distribution of FY 2012 Funds

NF Project	Total Project Cost	Funding Request	PTAC Funding Recommendation
Mae Volen - LIFT	$1,419,566	$608,158	$608,158
Mae Volen - Community Mobility Manager	$109,000	$87,200	$73,600
Pearl Transit - Way2Work	$576,703	$288,352	$288,352
Metro Taxi of PBC - Metro Taxi Mobility	$164,775	$131,820	$131,820
Zuni Transportation - South Dade NF Service	$457,055	$365,644	$269,219
Ruth Rales Jewish Family Service -Community Center Van Access	$214,135	$148,781	$148,781
Ft. Lauderdale - Tri-Rail/NW and Neighborhood Link	$961,522	$564,841	$564,841
Ambassador Transportation - New Freedom	$369,157	$295,326	$0
Federation Transportation - Scheduling Independence	$80,920	$64,736	$0
Medix Senior Healthcare - Medix Broward NF	$152,980	$122,384	$0
		Total Recommendation	***$2,084,771***
		Total Funding Available	***2,084,771***
		Amount Leftover	***$0***

PTAC Recommendation for the Distribution of FY 2012 Funds

JARC Project	Total Project Cost	Funding Request	PTAC Funding Recommendation
Lauderhill - L-JARCS	$729,252	$364,626	$247,328
West Palm Beach - Downtown Circulator	$1,196,520	$598,260	$364,140
MDT - Bus Service	$5,788,000	$2,221,730	$1,818,740
SFRTA - Opa-Locka South Route	$757,900	$378,950	$228,750
Opa-Locka - North Route	$400,000	$200,000	$139,005
PalmTran - Fixed Route Improvements	$514,432	$257,216	$167,613
SFRTA - Ft Lauderdale Tri-Rail Shuttle	$727,870	$363,935	$220,972
Ft. Lauderdale - Community Bus	$4,031,843	$2,642,615	$322,702
Branches - Ways-to-Work	$761,040	$369,360	$106,130
Pearl Transit - Way2Work	$862,871	$431,435	$0
		Total Recommendation	***$3,615,380***
		Total Funding Available	***$3,615,380***
		Amount Leftover	***$0***

Tracking No. 06071336 AGENDA ITEM NO. R8

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013

AGENDA ITEM REPORT

☐ Consent ☒ Regular

ELECTION OF CHAIR AND VICE CHAIR
FISCAL YEAR 2013-14

REQUESTED ACTION:

MOTION TO ELECT: SFRTA Chair and Vice-Chair for Fiscal Year 2013-14.

SUMMARY EXPLANATION AND BACKGROUND:

This item has been placed on the agenda pursuant to Section 3.1 of the SFRTA Bylaws, which states, "…At the end of the fiscal year and each fiscal year thereafter, the Board shall elect a new Chair and Vice Chair and each shall serve for a one (1) year term. Such election shall occur at either the last regularly scheduled meeting of the Board prior to the end of the Chair and Vice Chair's term or at a meeting called for that purpose…."

Department: N/A
Project Manager:

Department Director:
Procurement Director:

FISCAL IMPACT: None

EXHIBITS ATTACHED: None

Tracking No. 06071336
Page two

AGENDA ITEM NO. R8

ELECTION OF CHAIR AND VICE CHAIR
FISCAL YEAR 2013-14

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____ 6/4/13
Executive Director Date

Approved as to Form by: _____ 6/4/13
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams	____Yes ____ No	Frank Frione	_____ Yes ____ No
Commissioner Bruno Barreiro	____Yes ____No	George A. Morgan, Jr.	_____Yes _____No
James A. Cummings	____Yes ____No	James A. Wolfe. P.E.	_____Yes _____No
Marie Horenburger	____Yes ____No	Nick Inamdar	_____Yes _____No
Commissioner Kristin Jacobs	____Yes ____No		

AGENDA ITEM NO. I-1

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
AGENDA ITEM REPORT

☐ Information Item ☒ Presentation

TRI-RAIL COASTAL LINK ON FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND:

Since late 2011, SFRTA has worked with its partner agencies on plans to expand Tri-Rail service onto the Florida East Coast (FEC) Railway corridor in an accelerated manner. Now known as the "Tri-Rail Coastal Link," a regional partnership is pursuing an aggressive development schedule that would create significant new economic development opportunities, and offer an important new mobility option that would integrate with the existing Tri-Rail system to provide a one-seat ride between the region's major downtowns.

At the SFRTA Governing Board meeting held on September 28, 2012, the Chair stated that Tri-Rail expansion onto the FEC was a top priority and requested that an update be provided at each Governing Board meeting. As a result, a Tri-Rail Coastal Link update is provided by SFRTA staff at Governing Board meetings.

At the June 7, 2013 Governing Board meeting, staff will provide a brief overview of recent Tri-Rail Coastal Link activities. The June 7 update will include information on the status of the multi-party Tri-Rail Coastal Link Memorandum of Understanding (MOU), multiple technical coordination meetings related to the joint FDOT and SFRTA discussions with Florida East Coast Industries (FECI).

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

Department Director: William L. Cross, P.E.
Procurement Director: Chris Bross

EXHIBITS ATTACHED: Exhibit 1- Presentation

TRI-RAIL COASTAL LINK ON FEC CORRIDOR

Recommended by: B. Cross 5/31/13 Approved _____
Department Director Date Procurement Director Date

Authorized by: _____ 5/31/13 Approved as to Form _____ 5-31-13
Executive Director Date General Counsel Date

Tri-Rail Coastal Service

Project Status Report to SFRTA Board, June 7, 2013

Presented by
William L. Cross, P.E.,

Tri-Rail Coastal Link

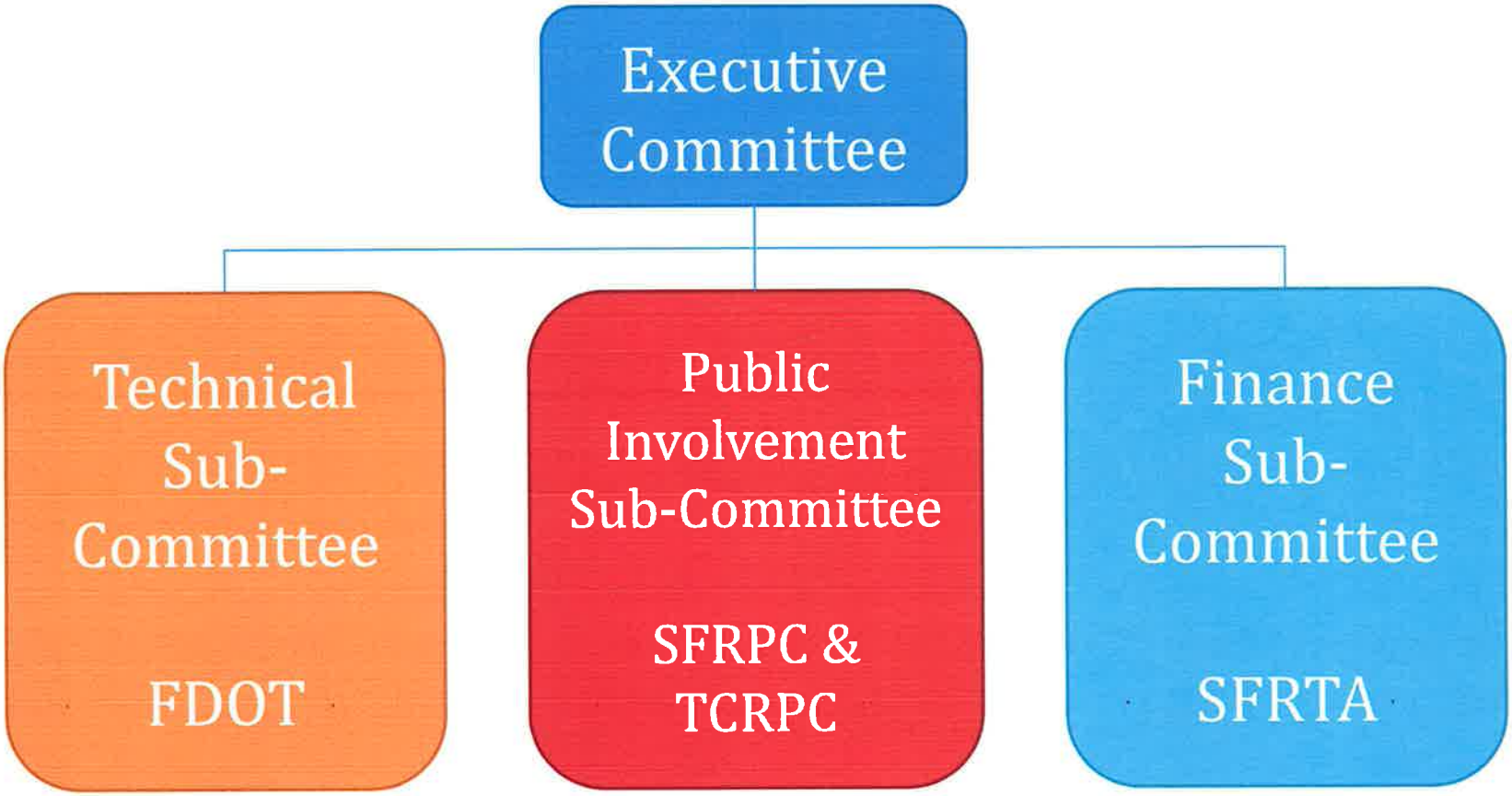
Miami-Dade
Broward
Palm Beach

5/29/2013

TRI-RAIL COASTAL LINK PARTNERSHIP MOU ADOPTION SCHEDULE

ENTITY	DATE (TIME)	LOCATION	STATUS
SEFTC	April 22, 2013 (10:00 AM)	Hollywood	Approved unanimously
SFRTA	April 26, 2013 (9:30 AM)	Pompano Beach	Approved unanimously
SFRPC	May 6, 2013 (10:30 AM)	Key Largo	Approved unanimously
Broward MPO	May 9, 2013 (9:30 AM)	Fort Lauderdale	Approved unanimously
Palm Beach MPO	May 16, 2013 (9:00 AM)	West Palm Beach	Approved unanimously
TCRPC	May 17, 2013 (9:30 AM)	Stuart	Approved unanimously
Miami-Dade MPO	May 23, 2013 (2:00 PM)	Miami	Approved unanimously
Florida Rail Enterprise (FDOT)	May 2013	no public hearing required	Pending

TRI-RAIL COASTAL LINK EXECUTIVE COMMITTEE



2013 Calendar

- SC — Steering Committee
- Fin — Financial Sub-Committee (2–5 PM)
- ○ — Financial Conf. Call (10:30AM – 12 PM)
- Tech — Technical Sub-Committee (10:30AM – 12 PM)
- PI/O — PI / Outreach Sub-Committee (1:30 – 3 PM)

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	Fin	Tech	18	19	20
21	22	23	24	25	26	27
28	29	○ 30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	SC	8	9	10	11
12	13	PI	15	16	17	18
19	20	Fin	Tech	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	Fin	Tech	6	7	8
9	10	11	12	13	14	15
16	17	○ PI	19	20	21	22
23/30	24	25	26	27	28	29

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	SC	10	11	12	13
14	15	Fin	Tech	18	19	20
21	PI	23	24	25	26	27
28	29	○ 30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	PI	8	9	10
11	12	13	14	15	16	17
18	19	Fin	Tech	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	2	○ 3	4	5	6	7
8	9	SC	PI	12	13	14
15	16	Fin	Tech	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	Fin	Tech	10	11	12
13	14	PI	16	17	18	19
20	21	○ 22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	SC	PI	7	8	9
10	11	12	13	14	15	16
17	18	Fin	Tech	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	PI	5	6	7
8	9	Fin	Tech	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	
28	29	30	31			

FEC CORRIDOR ACCESS DISCUSSIONS

- Preliminary Discussions with FRA and FTA
  - Stated Tri-Rail Coastal Link is "best opportunity for a new commuter rail service in the nation"
  - Identified of key issues/opportunities
  - Identified of data & technical needs to support Access Negotiations
  - Creation of Workgroups to support Access Negotiations
- Preliminary Access Discussions between FECI, FDOT and SFRTC
  - Negotiations pending MOU Adoption
  - Workgroups meeting
  - FECI to provide freight/All Aboard program details

FDOT/FECI/SFRTA WORKGROUPS ESTABLISHED TO SUPPORT ACCESS DISCUSSIONS

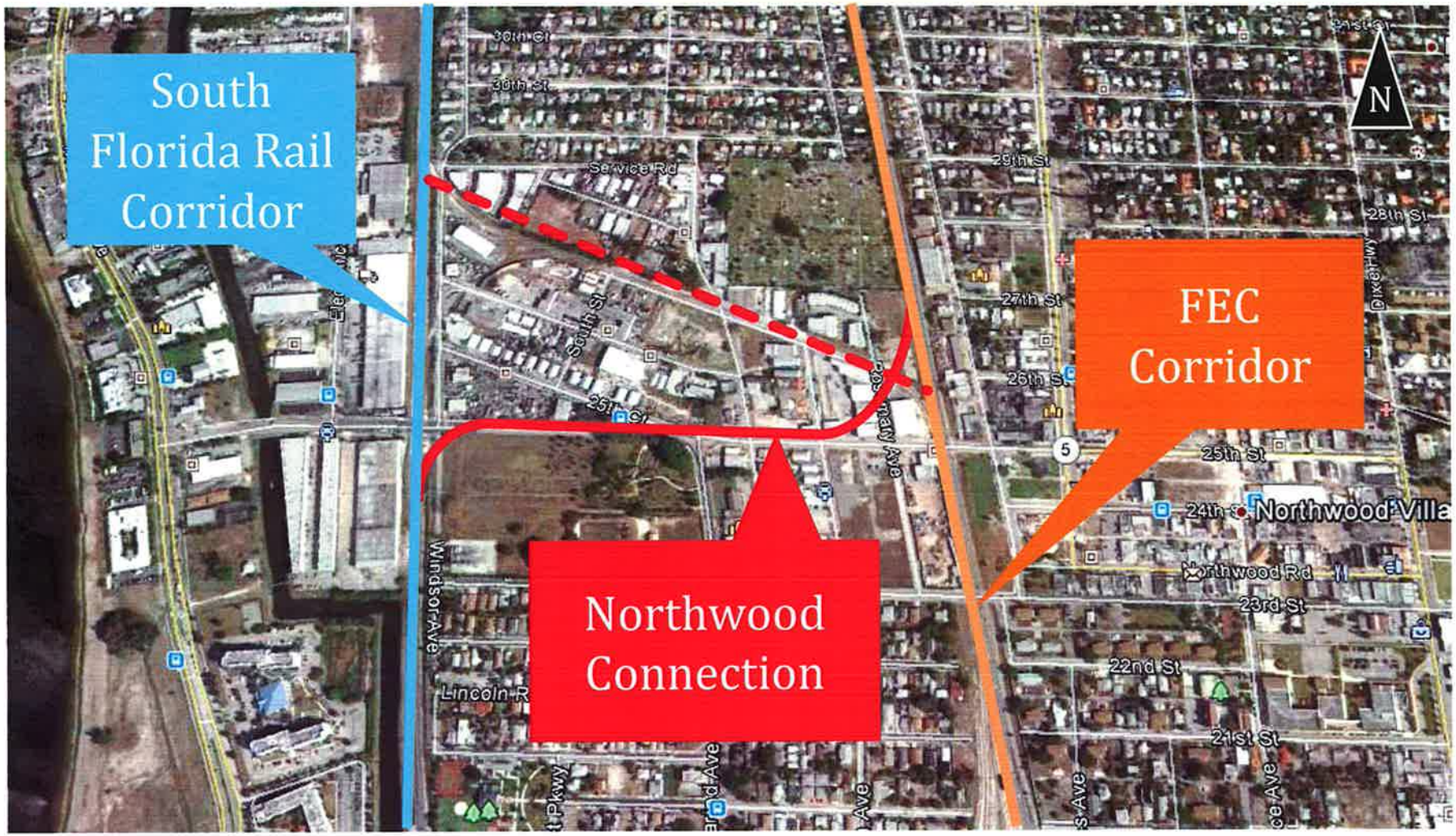
- RTC / Operations Workgroup
- Stations Workgroup
- Structures Workgroup
- Vehicle Maintenance / Layover WG

} Infrastructure Workgroup

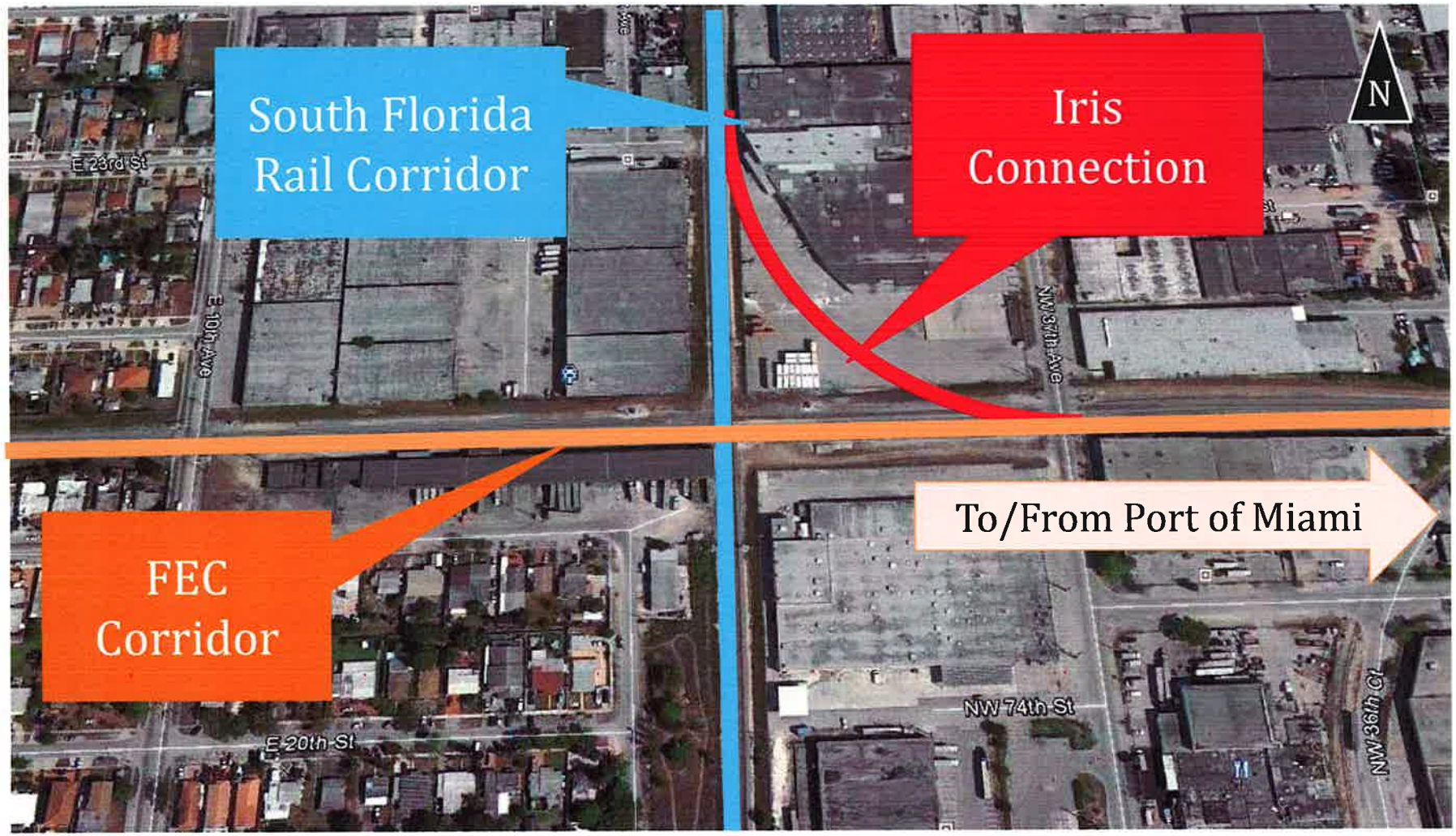
FTA TIGER V GRANT PROGRAM

- Federal Discretionary Program
  - SFRTA was awarded $18M last year for Wave
  - Approximately $500M available nationally
  - Competitively Awarded
  - Higher local match encouraged
  - Projects need to have or be close to obtaining Federal Environmental approvals
- SFRTA submitting two TIGER applications
  - Joint FDOT/CSXT/FECI/SFRTA "Freight Link"
  - SFRTA Northern Layover Facility

FDOT TIGER V APPLICATION: SOUTH FLORIDA FREIGHT LINK



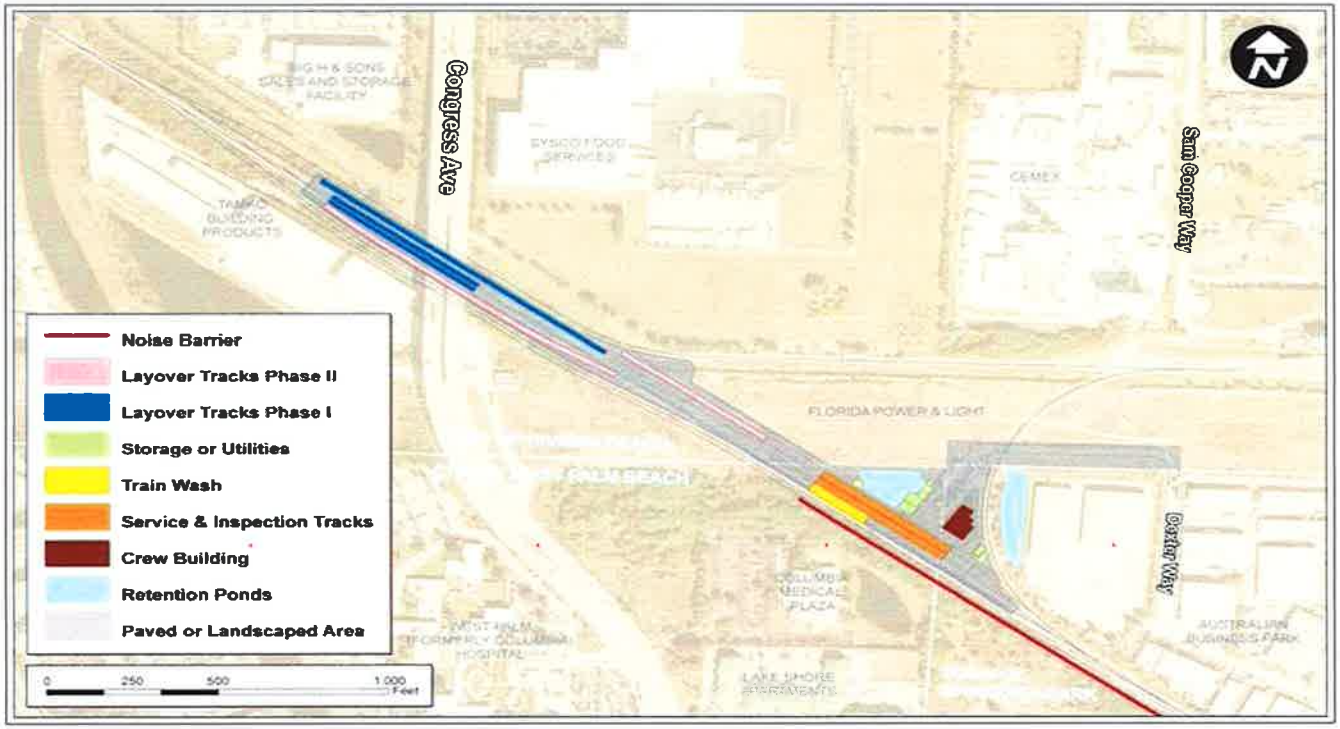
FDOT TIGER V APPLICATION: SOUTH FLORIDA FREIGHT LINK



SFRTA'S TIGER V APPLICATION: NORTHERN LAYOVER FACILITY

TIGER V Request	$20,494,196
Project Budget	$34,867,890

Federal Share	Non-Federal Share
63%	37%



Tri-Rail Coastal Service

Tri-Rail Coastal Link

Miami-Dade
Broward
Palm Beach

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

The Construction Oversight Committee did not meet during the Month of April, 2013.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
APRIL 10, 2013

The Planning Technical Advisory Committee (PTAC) meeting was held at 9:30 a.m. on Wednesday, April 10, 2013 in the Board Room of SFRTA Administrative Office, 800 NW 33rd Street, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS/ALTERNATES PRESENT:

Ms. Monica Cejas, Miami-Dade Transit (MDT)
Mr. William Cross, South Florida Regional Transportation Authority (SFRTA)
Ms. Kim Delaney, Treasure Coast Regional Planning Council (RPC)
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)
Ms. Amie Goddeau, Florida Department of Transportation (FDOT) District 4
Ms. Angela Morlok, Palm Beach MPO
Mr. Joseph Quinty, SFRTA
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. Phil Steinmiller, FDOT District 6
Mr. Greg Stuart, Broward MPO
Mr. Fred Stubbs, Palm Tran

ALSO PRESENT:

Mr. Steve Anderson, SFRTA
Mr. Jorge Azur, Zuni Transportation
Mr. Tomas Boiton, Volen Center & Citizens for Improved Transit
Mr. Ed Carson, MDT
Ms. Shannon H. Cash, Volen Center – Lift
Ms. Michele Edwards-Collie, Branches (Formerly South Florida Urban Ministries)
Mr. Larry Foutz, HNTB
Mr. Alex Hansen, City of West Palm Beach
Ms. Marie Jarman, SFRTA
Ms. Elaine Magnum, SFRTA
Ms. Carla McKeever, SFRTA
Mr. Mohammad Nasir, City of Opa-Locka
Ms. Darlene, Pfeiffer, City of Fort Lauderdale
Mr. Doug Robinson, MDT
Ms. Jaime Sullivan, City of Lauderhill
Ms. Mary Wardell-King, MDT
Mr. Ravi Wijesundera, Kimley Horn
Ms. Jessica Vargas, Tindale Oliver-Associates
Ms. Lynda Westin, SFRTA
Ms. Natalie Yesbeck, SFRTA
Mr. Eric Zahn, MDT

DRAFT

CALL TO ORDER

The Chair called the meeting to order at 9:40 a.m.

ROLL CALL

The Chair requested the roll call.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

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

DISCUSSION ITEMS

MATTERS BY THE PUBLIC – None

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

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of March 20, 2013.

Ms. Monica Cejas made a motion to approve the meeting minutes. The motion was seconded by Mr. Fred Stubbs. The motion was called to a vote and carried unanimously.

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

R1. - MOTION TO ENDORCE: Recommended Ranking & Funding Levels for Job Access Reverse Commute (JARC) Program Grant Application

Ms. Yesbeck Pustizzi, introduced the item and overview of the process. Ms. Pustizzi stated that the committee will go through the JARC items first. Staff will go through each application and have the PTAC review each recommendation for JARC. The same process will be repeated for New Freedom (NF).

It was noted that the SFRTA became the designated recipient of JARC and NF funds in 2009. This is the agency's fourth cycle, over that time 16 JARC projects in the Miami UZA worth approximately $14 million have been funded. The NF has funded 12 projects worth approximately $8.8 million. JARC is a program designed to improve access to employment for low income individuals and welfare recipients

and improve access to suburban employment opportunities for residents of urbanized and non-urbanized areas (reverse commute).

NF is to expand transportation mobility options available to persons with disabilities that go beyond the ADA requirements.

It was explained that in this round there are just over $3.6 million in JARC and $2 million in NF funds available. In previous cycles, SFRTA as the designated recipient has taken 10% of that awarded amount to administer the program. However, this year, SFRTA decided not to accept administrative funds so the entire amount is available to be distributed.

JARC and NF applications were reviewed by the team of Natalie Yesbeck Pustizzi, Carla McKeever, Marie Jarman and Ravi Wijesundera. SFRTA staff reviewed the applications to ensure that projects met FTA eligibility requirements. Projects were then ranked according to selection criteria previously approved by the PTAC. PTAC recommended projects will go to next month's SFRTA Governing Board meeting for approval followed by submittal to the FTA for final determination.

The following selection criteria are available online and were published in the newspapers. It is also available in your package.

Criteria 1: Eligibility Screening: Does the project meet the intent of JARC/NF Programs? Is the project consistent with local TDSP/HSTP? Is local match provided for eligible sources?

Criteria 2: Service Area and Coordination: The amount of coverage and the amount of service and coordination with transit agencies and non-transit agencies.

Criteria 3: Project readiness, scalability, qualifications and financial strength.

Criteria 4: Sustainability- will the projects move on past the life of the grant.

Criteria 5: Need- have applicants been able to demonstrate the need of the project.

Criteria 6: Other factors: Based on an overall assessment of the grant application for clarity, completeness, and approach for project development, implementation and innovation.

It was noted that PTAC will rank the projects found to meet FTA program eligibility. The team asked that PTAC rely upon the written applications. Some applicants are present should PTAC members have questions. No presentations allowed.

PTAC recommendations must include rank and dollar award.

The following is an overview of the staff recommendation and distribution of JARC funds:

Project	Project Cost (Application)	Federal Funding Request (Application)	Eligible Project Cost*	Eligible Federal Funding Request*	Eligible Project Cost - Year 1	Eligible Federal Funding Request - Year 1	Preliminary Rank	Funding Recommended?	Step 1 - Recommended Percentage of Year 1 Request	Step 1 - Federal Funding Allocation (Year 1)	Step 2 - Additional Allocation	Total Federal Funding Recommended
Lauderhill - L-JARCS	$729,252	$364,626	$729,252	$364,626	$364,626	$182,313	1	Y	100%	$182,313	$65,010	$247,323
West Palm Beach - Downtown Circulator	$1,196,520	$598,260	$1,196,520	$598,260	$598,260	$299,130	1	Y	100%	$299,130	$65,010	$364,140
MDT - Bus Service	$5,788,000	$2,221,730	$5,788,000	$2,221,730	$3,507,460	$1,753,730	1	Y	100%	$1,753,730	$65,010	$1,818,740
SFRTA - Opa-Locka South Route	$757,900	$378,950	$757,900	$378,950	$378,950	$189,745	4	Y	100%	$189,745	$39,005	$228,750
Opa-Locka - North Route	$400,000	$200,000	$400,000	$200,000	$200,000	$100,000	5	Y	100%	$100,000	$39,005	$139,005
PalmTran - Fixed Route Improvements	$514,432	$257,216	$514,432	$257,216	$257,216	$128,608	5	Y	100%	$128,608	$39,005	$167,613
SFRTA - Ft Lauderdale Tri-Rail Shuttle	$727,870	$363,935	$727,870	$363,935	$363,935	$181,967	5	Y	100%	$181,967	$39,005	$220,972
Ft. Lauderdale - Community Bus	$4,031,843	$2,642,615	$545,797	$363,825	$424,492	$303,202	8	Y	100%	$303,202	$19,500	$322,702
Branches - Ways-to-Work	$761,040	$369,360	$346,520	$173,260	$173,260	$86,630	9	Y	100%	$86,630	$19,500	$106,130
Pearl Transit - Way2Work	$862,871	$431,435	$0	$0	$0	$0	NR	N	0%	$0	$0	$0

The PTAC packages contained a recommendation for JARC. However, staff has made a modification to that table. Ms. Pustizzi asked if everyone agreed to discuss the revised staff recommendations. The PTAC members agreed unanimously.

Ms. Pustizzi: First we will start with the JARC applications that are not eligible for funding:

Ms. McKeever: Pearl Transit is the only application not recommended for funding. The applicant is based out of Southern New Jersey where they are serving three counties in that area. They are a successful sub-recipient for JARC/NF in New Jersey. Staff reached out to the South Jersey Transit Authority to find out more about the applicant. The applicant did not provide evidence of coordination with transit providers in South Florida. Their letters of support were outreach and coordination requests. They did not provide enough information for staff to make a determination to a specific start date in South Florida. Staff felt that there is not enough money to distribute to projects that are not ready to go. Therefore, the project was not recommended for funding.

Ms. Pustizzi: The remaining JARC applications were recommended for funding and proceeded to discuss each application. Staff recommended that these applicants be funded at 100% for the first year request. The remaining $390,000 was split accordingly:

- 50% to the top 3 projects ($65, 010)
- 40% to the middle 4 projects ($39,005)
- 10% to the lowest 2 ($19,500)

Ms. Pustizzi informed PTAC members that modifications could be done at anytime.

City of Lauderhill: This is a continuation of the existing JARC application. There's a question why the operating cost of existing routes 6 and 7 are higher than the other routes. Those two routes are operated at $55.00 vs. $33.00. Staff requested to review the agreement between the City and the Operator for that difference in price. In addition, the resolution by the City requires JARC funds to cover 80% of the projects cost with a local match of 20%. However, the maximum allowable federal match for this operating cost is at 50%, so it's a 50-50 match.

Mr. Jonathan Roberson: How would your budget address the two year allocation? How will the City be handling the rest of the funds?

Jane Sullivan: By year two, the City will be able utilize general funds. This is a very much needed service. The ridership that we are getting is increasing dramatically every single month.

City of West Palm Beach: This application is a continuation of a previously JARC funded project. They received funding in FY 2010 and FY 2011. The City of West Palm Beach is successful in their operations. The application is requesting another two years of operating dollars. Staff found the hourly operating cost of $55 an hour per vehicle to be high. This application is fully recommended.

Mr. Phil Steinmiller: Is there any indication that with the smaller allocation of funding for the second year that the cities are going to fund the gap? .

Ms. Pustizzi: One of the questions in the application is "whether or not the project is scalable." So, staff felt confident that even though they did not get a full second year, the operation could still proceed. Ms. Jarman stated some of the applications also indicated that they could operate on one year's worth of funding if necessary.

Mr. Phil Steinmiller: Is this a reimbursement program?

Ms. Pustizzi answered "Yes".

Miami-Dade - The application requests two years of operating funds for the continuation of previously funded JARC projects. Staff recommends this application.

Mr. Wilson Fernandez: with the year two shortfalls will MDT be able to continue those routes in year two? A fixed amount was $65,000 (about 35%) goes a longer way for a smaller request. For a larger request the $65,000 does not go so far, it is not proportional. What was the rationale in putting a fixed amount of $65,000? If the ranking is what you go by then why didn't you just assign the money to the top ranking until you ran out of money. Why fund everybody no matter where the project ranked?

Ms. Pustizzi: In previous cycles the PTAC has taken the position of trying to somewhat distribute funds amongst the region. Staff was trying to continue this position but, again, this is up to the PTAC to make the recommendations. The top three applicants scored well. However, if those three were funded, then there would not be any remaining funds for other applicants. Ms. McKeever stated this year was a little different because there was only one year of funding to distribute. So staff had to come up with some methodology to distribute those funds so that everybody got something.

Mr. Fernandez: In the application, do you break it down by different routes and different improvements? Ms. Pustizzi answered "Yes".

Mr. Fernandez: The ranking, if you will, is based on totality not individual improvements. Does it make sense to say fund all routes the first year, and for the second year select routes from within the application for funding?

Ms. McKeever: There is only one route being requested in the second year - Route 150.

Mr. Jonathan Roberson: The one thing I like about the distribution type of methodology is that with a lot of these city based routes, it really helps the budgets. There are a number of different sources of funds that come together compared to the major county operators and it is pretty critical to receive at least a minimum amount. In some examples, when you go back to your city commission with grant money the entire program is better liked.

Mr. Fernandez: This may work in Broward County where 90% of the population is represented by municipalities. However, essentially MDT is the service provider for a larger population of unincorporated areas and cities.

Mr. McKeever: Also for the record, the applicant indicated that route 288 funding could be withdrawn if they needed to scale back. So that's also a possibility in terms of how they will work that route.

Jane Pietrowski: These funds will be available to recipients of 5307. Ms. Jarman stated JARC will be merged into 5307 next year (FY 2013) MDT will be the recipients for their JARC funding because it will no longer be competitve.

Mr. Wijesundera of Kimley Horn: To clarify, the second year of funding is less than a full year. However, it does not mean that the recipient must use the funding over a twelve month period. A recipient could operate full level of service for as long as possible until the money is completely expended.

Mr. Phil Steinmiller: Are projects 1 through 9 all existing services? Which ones are new services?

Ms. McKeever: Although the Fort Lauderdale Community Bus is an existing service it has not been previously funded by JARC. Branches Ways to Work program is an existing service.

Mr. Steinmiller: Please explain how in the second year the funding will be going to Miami-Dade as they would become the direct recipient.

Ms. McKeever: Under MAP-21 JARC, was repealed and now merged with 5307, so those funds now exist under that program. The same would be for BCT and Palm Tran. JARC projects will now be an eligible activity under 5307.

Mr. Steinmiller: So, in that second year will there be available monies offered to the transit agencies provided by MAP 21?

Ms. Jarman: The merging of JARC with 5307 does not apply to FY 2012. It is moving forward under MAP-21 (FY 13). This is the FY 2012 and under this current cycle, applicants are eligible to apply for up to two years of funding. Although it's two years of funding, it still comes out of the FY 2012 pot. Under MAP-21, FY 2013 JARC will merge with 5307 formula funds. FY 2013 will not be a competitive cycle.

Mr. Jonathan Roberson: Requested RTA staff to have a discussion item at PTAC on the Federal funding distribution.

City of Opa-Locka – It's the North Route operated by City of Opa-Locka. This is a continuation of a previously funded grant. We recommend funding.

Palm Tran – This is two years worth of funding for fixed-route improvements. The application is recommended for funding.

SFRTA Ft. Lauderdale Tri-Rail Shuttles – This is for the previously JARC funded Fort Lauderdale Tri-Rail shuttles. Staff recommend funding.

City of Fort Lauderdale – Community Bus – This is for two years of capital and operating funding. Administrative costs were deducted out of the application because it is not eligible. Staff recommends funding for the Downtown Link. Staff did not feel that the Galt, Las Olas and Beach links met the intent of the program. However, the Downtown Link operates Monday through Friday 7:30 am to 5:30pm providing connections between the BCT terminal and Downtown Fort Lauderdale. Staff felt this route met the program intent.

Branches – Ways-to-Work – Branches Ways to Work (formerly known as South Florida Urban Ministries) is a previously funded JARC project. This is to fund the operating portion of a program that provides loans for car sharing. This application is not to fund the car loan only the operation of the program.

Ms. Michele Edwards-Collie of Branches: The requested funding is for operating costs. The National Ways to Work program provides loans to low-income and welfare recipients to purchase vehicles in order to access employment and training. The clients must go through financial education training in order to be eligible.

Ms. McKeever: This is an eligible project according to FTA guidelines. Staff did a lot of research, contacted FTA and the National Ways to Work program. Staff found that a lot of entities were not comfortable with funding the capital side of the project and they funded the operating side of it.

Ms. Edwards-Collie: Clients are getting an opportunity to purchase a vehicle. They are required to sign up and go through the process of car sharing in both Miami-Dade and Broward. They understand that's part of the requirement to receive the loan. All of our clients have signed up for the vehicle sharing program. If we discover that the client is not following the requirements of the program, the car is repossessed.

Mr. Greg Stuart made a motion to endorse the recommended ranking and funding levels for the JARC applications. The motion was seconded by Ms. Irma San Roman. The motion was called to a vote and passed unanimously.

R2. – <u>MOTION TO ENDORSE</u>: Recommended Ranking & Funding Levels for New Freedom (NF) Program Grant Application

Ms. McKeever stated the following were not recommended for funding under the NF Program:

Ambassador Transportation – Applicant is requesting 10 vehicles for persons with disabilities and elderly persons. The applicant will provide same day service 6 days a week. The applicant states that certain areas of Broward County have gaps in service for the disabled. However, the applicant does not provide an analysis of existing para-transit services, such as service coverage and limitations of Broward County's TOPS. The project is in compliance with FTA. However, there is conflicting information in the application, so staff is not recommending them for funding. The target population appears to be elderly persons being transported for a medical need (Please see response to question 24). The applicant did not elaborate on the planning efforts to identify the need or estimated ridership. The ridership is based on 5 days a week service, but the applicant reference 6 days a week. Staff asked for clarification on their Civil Rights program and more information about coordination efforts between Broward County and any other transit providers. Staff did not feel that there was enough information to recommend funding this project.

Fort Lauderdale – Tri-Rail/NW and Neighborhood Link: Based on the project description this application did not meeting the FTA NF program intent. The applicant is seeking NF funds for operating existing Sun-Trolley routes and the hiring of Mobility Management Consultants for the TMA system. The applicant describes the route as serving low income and disadvantaged populations on the system by providing affordable access to jobs, social services, health and education facilities. The applicant refers to low income population several times throughout the application. The project as described by the

applicant is more applicable to JARC than NF. NF is a program that expands transportation mobility options for persons with disabilities beyond the requirements of the ADA. Staff did not feel the project met the NF program intent.

Federation Transportation- Scheduling Independence: Staff could not evaluate the application due to incomplete responses. The application lacked justification for their capital requests.

Medix Senior Healthcare: Medix proposed the purchase of wheelchair accessible vehicles for persons with disabilities and elderly. They proposed to operate 24 hours 365 days in the service area without the needs for advance reservations. The applicant also stated there were gaps in service for paratransit transportation. However, the applicant does not provide an analysis of existing para-transit services, such as service coverage and limitations of Broward County's TOPS. The project is in compliance with FTA guidelines, but there is conflicting information in the application. The target population appears to be elderly persons needing medical transportation, as referenced in Q.7 & Q8. Also, Medix Senior Healthcare Service was not registered with the Florida Department of State as a business. Staff does not recommend funding this project.

Ruth Rales Jewish Family Service - Based on the project description this application did not meet NF program intent. The applicant clearly states that the project intent is to transfer seniors Monday through Friday 9 am to 4 pm (please refer to Q. 6 and Q8) . NF is not for seniors only it is to expand mobility options for persons with disabilities. Staff is not recommending this project for funding.

Greg Stuart: What is the geographic distribution of these funds?

Ms. McKeever: Zuni is in Miami Dade and Mae Volen and Metro are in Palm Beach County. Pearl Transit will operate in all three counties.

Mr. Stuart: So, basically the $819,219 is being left on the table? Mr. Stuart expressed concern over the lack of equitable distribution.

Ms. McKeever: Expressed understanding of Mr. Stuart's concern, but explained that projects have to be eligible to be funded.

<u>NF Approved Applicants:</u>

Mae Volen – LIFT – The request is for two years of operating dollars. The project is a continuation of a previously funded NF project. The funding is to support the operating expenses of the LIFT transportation program, which provides same-day transportation services to all persons with disabilities ages 18 to 59 and the elderly. It operates between 5 a.m. 9 p.m.

Mr. Tomas Boiton of Mae Volen: The services are based on density. The highest density of the target populations is in southern Palm Beach County.

Mae Volen - Community Mobility Manager: The request is for two years of capital dollars. The project is a continuation of a previously funded NF project. The funding is to support the Mobility Manager to continue working with human service agencies, public transportation providers, local and counties governments to develop new transportation options. Staff is recommending this project for funding with the exception of the requested support staff.

Pearl Transit – Funding requested for a new project, Way2Work. The applicant is located in New Jersey. They are proposing to provide services in South Florida. The services include Mobility Management and travel training to persons with disabilities living in the region. Staff verified that they are currently sub-recipients in New Jersey. The grant award is contingent upon the applicant obtaining a business license to operate in the State of Florida. Staff will also like to see coordination with the local transit providers. Also, staff has concerns regarding if the number of proposed drivers is adequate to operate the service area.

Metro Taxi of PBC – Metro Taxi Mobility: The applicant is requesting capital dollars to purchase 5 wheelchair accessible vehicles. This is for same day service provided 24 hours a day 365 days a year to all areas of Palm Beach County. Staff is concerned with the lack of coordination with the local transit providers. The applicant did received partial funding to purchase two wheelchair accessible vehicles during the last JARC/NF competitive cycle.

Mr. Fred Stubbs: Are they part of the metro mobility group that contracted with Palm Tran and Palm Beach County for Para-Transit?

Staff: No, that was not indicated in the application. This is not the same group.

Zuni Transportation – South Dade NF Service: The applicant is requesting capital dollars to purchase 10 wheelchair accessible vehicles. Staff proposes funding 5 of those vehicles. The vehicles will be used to provide same day services 24 hours per day 365 days a year to all areas of the Southern Miami-Dade County. Staff had concerns regarding the process used to identify the level of need in the county and the lack of coordination with existing transportation providers. Staff is also unclear regarding the proposed fare structure. The application indicates that they would have a zone style fare structure. Prior to award, staff would need to review the proposed fare structure to ensure that there is no discrimination for persons with disabilities. Estimated ridership is based on capacity not actual riders. The application also states service will be operating 24 hours 7 days a week to fill gaps. However, Miami-Dade Transit currently offers that same type of service throughout Miami-Dade County. The $20,000 in consultant fees contained in the request is not recommended for funding due to procurement issues. During the last funding cycle, the applicant was partially funded to purchase two wheelchair accessible vehicles.

Mr. Greg Stuart: The City of Fort Lauderdale application was poorly written. However, looking at the response to Q. 3 of the application it stated that 42% of that population is disabled. I don't think it can get any clearer than that. This is the route that was funded for the Housing Authority of Fort Lauderdale last year.

Ms. McKeever: The Housing Authority project was not for a route. It was a capital grant request for a vehicle and Mobility Manager. There is constant reference to low-income and for the NF program it has to go beyond the ADA. Mr. Stuart agreed that the application was written poorly.

Ms. Pustizzi: It is not what we interpret, but what is written in the application.

Mr. Stuart: The information is in the application and they should have focused on the 42%; and it's wrong throughout the rest of the document. There's a common sense element that must be applied to understand what you are looking at. So if the common sense element is not applied to that and we just do this, then I don't disagree with it. They wrote the wrong thing in the rest of the application. Clearly they

have the intent, so then the question is you need to pick up the phone and say "what are you doing here" or you should sit together and understand. I'm looking at disabled population at almost 50%, to turn around and say that this grant is not for them. I'm sorry I think you might have made a mistake.

Mr. McKeever: If we picked up the phone we violated another potential subrecipient's process. This is a competitive process.

Mr. Cross: PTAC laid out some guidelines and it wasn't really staff's role to make decisions rather to follow the guidelines and make a recommendation to this group. This is the group that's supposed to apply the discretion. So again one of the questions you might want to ask on Fort Lauderdale application in particular there looks like two different routes in that one application. Perhaps we want to hear and ask more details on the route. Then as a group if we decided we want to fund of one those that's the role of PTAC to go beyond and apply that judgment and knowledge.

Mr. Steinmiller: I understand Greg's point. It sounds like RTA staff is doing their job correctly. I think people writing these applications have to understand the program. If that can't be brought forth in the application maybe they don't understand the program and what's the purpose of the funding. I don't know what the time frame is involved since we do have available funding; can there be a second round? Maybe they need to come in and make a presentation and explain the purpose of the program, routes they intend to run and number of disabled people they will serve before I would be comfortable to give them funding.

Mr. Cross: This is our last year and we have gone through many cycles. It has been the wisdom of this group previously that we didn't want verbal presentations because we cannot necessarily rely upon verbal it needed to be in the written document. If an applicant does a poor job of making their case in the application, than that's what we have to consider if they don't make their case.

Mr. Cross: We are acting as staff to PTAC, so that takes some of the burden of reading all of these. However, the recommendation to the Board is coming from PTAC not from staff. So it's up to this group and your judgment we try to inform the discussion. The PTAC is free to make your recommendation as seen fit. Before you proceed, there are two options to consider, because we don't want to do another cycle. Let's get all the money out the door today.

Monica Cejas: What happens to the money that is left behind?

Ms. McKeever: These are not lapsing funds, so technically if money was left on the table there is time to have another cycle. Ms. McKeever also stated that she understood that PTAC could override the staff recommendations. However, she cautioned the members to keep in mind that per FTA guidelines this is a competitive process. We have to be careful as to what we present to the FTA. We do not want applicants to come back and say we violated their process because we allowed projects that are not eligible to move forward.

Ms. Pustizzi: To further elaborate on the two options that Mr. Cross mentioned. Staff spoke to FTA as to what is permissible to do with the left over money. The first option is to supplement the approved projects further if those applicants are able provide the match and it the funds must be for used that project only and not for any other project. The second option is to fund the Ambassador and Medix projects, but they would have to make sure to meet the federal requirements that were identified as lacking in their application. The other applicants did not meet the program goals.

Mr. Fernandez: There is an assumption on the other side that they can come up with more match money; it is not guaranteed that money will not be left. There is still a possibility that the money could be left on the table.

Ms. Pustizzi: Another option could be to separate projects into project "A" and "B" so that if you couldn't fund more out of "A" you could fund some from "B".

Mr. Roberson: Here's something to consider today Zuni duplicates Miami-Dade County's Para-transit. I heard Mae-Volen LIFT duplicates Palm Beach County's Para-transit to a degree. If it is NF, it must do something similar to Para-transit. Ambassador and Medix in the unfunded category is technically Broward County's duplication of Para-transit. Their applications were apparently weaker. There is a pattern to consider in these other options. The Fort Lauderdale application could probably be reworded any day and it would qualify based on needs. Those are the things I've seen the extra money but there is a policy implications duplicating Para-transit, the three counties have to consider, do you want that in general? Or do you the smaller services? There are a number of things that are floating out there, but pure duplication of your county Para-transit program? Miami-Dade county do you need that? Do you know Para-transit is unfunded? How far is duplication?

Mr. Jorge Azur, of Zuni Transportation: Thank you for the opportunity to speak. Zuni is not trying to duplicate the Para-transit service provided by Miami Dade County; we currently provide some of that service. They do not provide same day service and recently had funding issues. The service that Zuni provides is based in North Miami Beach and South Dade-County. Zuni works and coordinates much needed service in Miami including providing backup service during breakdowns of the Metro-Rail service, which occurs quite frequently. We propose to go get people from one station to the other when the Metro-Rail is not working.

Ms. McKeever: One concern with the application is the consultant fee. That raises procurement issues so we would strongly caution adding that back into the amount awarded.

Ms. Pustizzi: Zuni requested 10 vehicles and staff recommended 5.

Ms. Delaney: There is a niche in the market for Para-transit services. There is a daily demand for transit service for the disabled outside of the standard transit operators established programs. The Mae-Volen LIFT, Ambassador and Medix are similar programs that represent a fair regional distribution of those projects. The other very different type of application is Fort Lauderdale's application which has two services. Is there someone from the city to touch on that.

Ms. Darlene Pfeiffer, City of Fort Lauderdale: Respectfully requests reconsideration. Throughout the application there is reference to "disabled low income riders" specifically in Q. 3. There is reference to almost 32,000 disabled residents. Low income and disabled and elderly riders are again referenced in Q. 6. The population that utilizes the NW route is primarily low income and affordable housing complex, seniors and disabled.

Mr. Steinmiller: Feels comfortable in saying that the City wrote a bad application that didn't qualify. However, using PTAC's discretion and knowing the target population and the services provided we should fund the City and the other project in the chart highlighted in orange.

Ms. Jarman: Some of the applications have a lot of inconsistencies for e.g. Ambassador Taxi. Through sunbiz.org all applicants are verified to confirm they are licensed in the State of Florida. Staff could not find Ambassador or Medix registered under the business name listed in the application. In addition, the vehicle quotes that were received appear to be altered. The projects that are proposed are good projects and are eligible, but the companies, misrepresented themselves.

Mr. Fred Stubbs: We all have good intentions of trying to include the applications that didn't quite meet the bar, but we don't want to include anything that doesn't meet the FTA requirements. Staff did a good job and we need to move on from this point.

Mr. McKeever: For Mae Volen the service is for disabled form 18 to 59 and it's clearly stated in the application. It's open to everyone that has a disability.

Ms. Delaney: Based on the discussions it sounds as though Federation would drop out. The Fort Lauderdale project appears to have more merit than what was originally presented in the application itself. It sounds as though Ruth Rale's also has more merit that what was presented in the application itself. Is there any disagreement with that?

Ms. Delaney requested to edit the spreadsheet. Its sound like Zuni will jump up to $349,644; Fort Lauderdale would be fully funded at $564,841 and Ruth Rales will be funded at $148,781.

Mr. Azur: Suggested that Zuni could reduce the vehicle request from 10 to 8.

After several discussions and calculations the following are the final NF figures that we called to a vote:

New Freedom:

Project	Total Project Cost	Funding Request	PTAC Funding Recommendation
Mae Volen - LIFT	$1,419,566	$608,158	$608,158
Mae Volen - Community Mobility Manager	$109,000	$87,200	$73,600
Pearl Transit - Way2Work	$576,703	$288,352	$288,352
Metro Taxi of PBC - Metro Taxi Mobility	$164,775	$131,820	$131,820
Zuni Transportation - South Dade NF Service	$457,055	$365,644	$269,219
Ruth Rales Jewish Family Service -Community Center Van Access	$214,135	$148,781	$148,781
Ft. Lauderdale - Tri-Rail/NW and Neighborhood Link	$961,522	$564,841	$564,841
Ambassador Transportation - New Freedom	$369,157	$295,326	$0
Federation Transportation - Scheduling Independence	$80,920	$64,736	$0
Medix Senior Healthcare - Medix Broward NF	$152,980	$122,384	$0
		Total Recommendation	*$2,084,771*
		Total Funding Available	*2,084,771*
		Amount Leftover	*$0*

Mr. Steinmiller: motioned to endorse the Recommended Ranking & Funding Levels for New Freedom (NF) Program Grant Application as amended. The motion was seconded by Ms. Irma San Roman. The motion was called to a vote and approved unanimously.

The committee then agreed to take a ten minute recess.

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

I1. - INFORMATION: SFRTA Transit Development Plan (TDP) FY 2014-2023 Major Update

Ms. Natalie Yesbeck-Pustizzi of SFRTA staff and Ms. Jessica Vargas of Tindale-Oliver and Associates gave a presentation on the activities in support of the SFRTA's new TDP Major Update. Ms. Yesbeck-Pustizzi announced that the TDP's Public Involvement Plan (PIP) was approved by FDOT District 4. Other recent outreach activities were reviewed, including onboard surveys, platform surveys, and online survey. Initial findings show that over 5,000 usable onboard surveys were completed and over 1,000 platform surveys were conducted. Over 400 online surveys have been completed thus far, with over 10% of participants not being current public transportation users. Ms. Yesbeck-Pustizzi pointed out that an e-mail blast with a link to the online survey was sent to over 7,000 e-mail addresses. A variety of agencies other than SFRTA sent the link to their distribution lists, which was greatly appreciated. SFRTA's draft TDP Goals were also shared, with no concerns raised by the committee.

OTHER BUSINESS:

None

PTAC MEMBER COMMENTS

None

ADJOURNMENT

The meeting was adjourned at 12:04 PM.

AGENDA ITEM NO. C1

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RTA MARKETING COMMITTEE MEETING OF APRIL 17, 2013

The RTA Marketing Committee Meeting was held at 2:00 p.m., on Wednesday, April 17, 2013, at the SFRTA's Administrative Offices, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT
Bobbie, Crichton, Miami Dade Transit
Lili Finke, Palm Tran

COMMITTEE MEMBERS NOT PRESENT
Phyllis Berry, Broward County Transit
Robyn Chiarelli, Florida Department of Transportation
Diane Hernandez Del Calvo, (Vice Chair) SFRTA/Tri-Rail

ALSO PRESENT
Irene Ferradaz, Miami Dade Transit
Victor Garcia, SFRTA/Tri-Rail (alternate voting member)
Paula Girard, Palm Tran
Robyn Hankerson, Bitner Goodman
Steve Rosenberg, SFRTA/Tri-Rail
Doris Williams, Broward County Transit

CALL TO ORDER

The Chair called the meeting to order at 2:04p.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

The Agenda was approved unanimously.

The Chair moved the discussions to the next item on the Agenda.

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

None.

DISCUSSION ITEMS

None

DRAFT

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

C1 – MOTION TO APPROVE: Minutes of Marketing Committee Meeting of March 20, 2013

Ms. Finke moved for approval of Item C1. The motion was seconded by Mr. Garcia.

The Chair called for any discussions and/or opposition to the motion. Upon hearing none, the Chair declared Item C1 approved.

The Chair moved the discussions to the next item on the Agenda.

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.

None.

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

I1– INFORMATION ITEM: Smart Phone App
No updates

I2 – INFORMATION ITEM: Regional Fare Card
No updates

REPORTS
Action not required, provided for information purposes only.

None.

OTHER BUSINESS

- Ms. Crichton stated that the May 2013 meeting of this Committee needs to be in person due to the planned discussion of the regional transit map. At the June meeting, she will demonstrate two different versions of the map; one for residents and one for visitors.
- Mr. Garcia mentioned that Dump the Pump will be coming up on June 20th and asked the other agencies to determine how and if they will take part.
    - BCT has no plans yet, but can probably offer a free ride as part of its marketing campaign
    - Palm Tran has no plans yet, but cannot offer a free ride
    - MDT had a regional card last year and can probably offer it again

  Mr. Garcia further stated that Dump the Pump should be an item on the May meeting agenda. APTA's "tool kit" is online for review. Ms. Hankerson stated that she will forward items produced by Bitner Goodman for 2012.

AGENCY REPORTS

DRAFT

BITNER GOODMAN

- See comments under SFRTA/Tri-Rail

BROWARD MPO

No representative present

BROWARD COUNTY TRANSIT

- Ms. Williams stated that BCT has partnered with the Cultural Division to create a cultural guide to Broward County. It mentions all the venues and features a quadranted map and is for distribution in schools, chambers and the CVB, etc. It is also available online.
- On May 26th there will be some route changes, particularly as it affects Route 18 which goes to Sandalfoot in Boca Raton. The route will split off via transfers. Ms. Williams asked for Palm Tran's assistance in promoting this change. Ms. Williams will email specifics to Ms. Agee as soon as possible. This will connect with Palm Tran's Route 91.
- There will be additional service added to the I-95 Express routes. Details are forthcoming.

FLORIDA DEPARTMENT OF TRANSPORTATION

No representative present

MIAMI-DADE TRANSIT

- Ms. Crichton stated that MDT is in the midst of Golden Passport renewals which ends on April 30th. After that time, they automatically become deactivated so there is a rush to accomplish this. Much public outreach has taken place, via advertisements, press releases and radio.
- She stated that MDT undertook a campaign regarding baby stroller safety on the platforms. There have been incidents of strollers rolling off the platform when parents were not paying attention.
- BCC Station at Bicentennial Park has been renamed Museum Park Metromover Station and will be a perfect way to get to a new art museum and a new science museum.

PALM TRAN

- Ms. Finke stated that she is working with LaMar to extend the Palm Beach Post contract.
- Ribbon-cutting ceremony on April 24th unveiling the new Palms West Hospital stop in Royal Palm Beach.
- On May 13th, the times for Route 1 will be tweaked slightly to make it more time-efficient. It will be called "The Bolt."

SOUTH FLORIDA COMMUTER SERVICES

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/ TRI-RAIL

- Mr. Garcia stated that the Rail Love Affair campaign is coming to an end. This consisted of quotes from riders of varied demographics, who stated their reasons for loving the train. A winner was selected who will be celebrated in an upcoming newsletter. The prize is a diamond ring from the Galleria Mall in Ft. Lauderdale. The winner is a retired police investigator whose wife coincidentally lost her diamond ring, so this prize will be a real surprise to her.
- Senior Idol is coming up on May 11th and will be at a new venue this year in place of Parker Playhouse. It will be held at the Seminole Casino in Coconut Creek and is being promoted internally as well as via Ticketmaster for sales. A shuttle bus will take people from the train to the event.
- Ms. Hankerson stated that the "More Trains on the Weekend" campaign will highlight the new service that began on March 2nd, increasing weekend headways to one hour. The public will be invited to Ride & Play Day to ride the train on May 18th (with a weekend fare of $5.00 roundtrip) to various locations

DRAFT

where upon presentation of that day's train ticket, various money-saving offers will be given away. Bayside is giving away a free coupon book, CityPlace is giving a free tote bag, IGFA is offering free admission to anyone who shows their Tri-Rail pass, Museum of Science and Discovery is discounting fees that day to Tri-Rail riders, and Vizcaya is offering $3.00 off admission. Print advertising, radio, and an online web banner with Yahoo will publicize this event. Pollo Tropical will be offering food samples at select stations on May 18 and are also offering a coupon, which can be downloaded from the Tri-Rail website throughout the campaign.

ADJOURNMENT

The next meeting will be an in-person meeting on May 15, 2013 at SFRTA's headquarters.

There being no further business, the meeting adjourned at 2:39 pm.

DRAFT

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ADA ADVISORY COMMITTEE MEETING OF JANUARY 29, 2013

The ADA Advisory Committee meeting was held at 2:00 p.m., on Tuesday January 29, 2013 via teleconference

COMMITTEE MEMBERS PRESENT:

Ms. Deborah Byrnes, Broward MPO, Chair
Ms. Georgette Fabri, Palm Beach County
Mr. Lou Ferri, Palm Tran
Ms. Marie Jarman, SFRTA/Tri-Rail, Vice-Chair
Ms. Mary Macomber, Transportation Disadvantaged Board, Broward County
Ms. Angela Morlok, Palm Beach MPO
Ms. Elizabeth Rockwell, Miami-Dade MPO

COMMITTEE MEMBERS ABSENT:

Mr. Steven D. Patterson, J.D., ADA Coordinator, Broward County
Mr. David Evans, Transportation Disadvantaged Board, Palm Beach County
Mr. Marcos Ortega, Miami Dade Transit

ALSO PRESENT:

Mr. Marcin Gadek, SFRTA
Ms. Mary Jane Lear, SFRTA
Ms. Flavia Silva, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 2:04 p.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

The Agenda was unanimously approved as presented.

The Chair moved the discussions to the next item on the Agenda.

DISCUSSION ITEMS

None.

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

None

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

C1 – MOTION TO APPROVE: Minutes of the ADA Advisory Committee Meeting of October 23, 2012

Ms. Macomber moved for approval of Item C1. The motion was seconded by Ms. Morlok.

The Chair called for any discussions and/or opposition to the motion. Upon hearing none, the Chair declared Item C1 approved.

The Chair moved the discussions to the next item on the Agenda.

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: ADA Advisory Committee 2013 Regular Meeting Schedule

There was discussion amongst the members and it was agreed to approve the ADA Advisory Committee 2013 meeting schedule with the provision that the Committee will have a discussion, during the September meeting, as regards the date of the November meeting as it falls on the week of Thanksgiving.

Ms. Macomber moved to approve Item R1 as amended. The motion was seconded by Ms. Morlok.

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

The Chair moved the discussions to the next item on the Agenda.

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

None.

REPORTS
Action not required, provided for information purposes only.

A. CUSTOMER SERVICE REPORT

Ms. Jarman stated that from October 2012 through December 2012 there were three (3) ADA related complaints. All the complaints were addressed by SFRTA staff and are attached to the agenda on file.

The Chair moved the discussions to the next item on the Agenda.

B. OPERATIONS MONTHLY REPORTS

Ms. Jarman presented Operations Monthly Report, which summarized the ridership numbers from September 2012 through December 2012; the reports also addressed on-time performance and reasons for the delays, if any. The reports are attached to the agenda on file.

The Chair moved the discussions to the next item on the Agenda.

OTHER BUSINESS

None.

ADA ADVISORY COMMITTEE MEMBER COMMENTS

ADA Committee members provided updates on their respective agencies.

Ms. Macomber stated that she observed good news regarding the new equipment and new weekend schedule.

Ms. Morlok inquired about the annual Tri-Rail Station Assessment. Ms. Morlok requested Palm Tran, Broward County Transit and Miami-Dade Transit to provide the last three months data on the connection trips to and from Tri-Rail, paratransit trips, door to door services.

Mr. Gadek, informed the members that Tri-Rail's new weekend schedule will go in effect on March 2, 2013 and will increase from 16 trains per day to 30 trains per day. Mr. Gadek continued stating that Tri-Rail received 16 additional cab cars which are currently being equipped to start service by April 2013.

Ms. Jarman stated that the deadline for JARC and New Freedom applications is February 1, 2013.

ADJOURNMENT

The meeting was adjourned at 2:35pm.

Engineering & Construction
Monthly Progress Report
April / May 2013

Hialeah Yard Storage Tracks and Inspection Pit:

Construction of 3,300' of storage tracks (4-track configuration) with a 340' inspection pit. Contract was awarded to Gonzalez and Sons Equipment, Inc. on December 10th, 2010. Notice to Proceed was issued on January 7th, 2011. Construction of Phase I was completed on February 14, 2012. An agreement with FDOT D4 and CSXT to connect the new storage tracks to existing rail (Phase 2) was signed on August 31, 2012. The storage tracks have now been connected to SFRTA's Lead Track on the North and South. Plans for Phase 2 were revised by the designer to avoid impact to the Amtrak Loop track. Final connections on the South and field revisions were completed on March 29, 2013, and final project closeout is expected by the end of May 2013.

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. The design package will include specifications to obtain, at a minimum, Silver LEED certification. The 100% design plans have been completed, and are being reviewed by SFRTA's procurement for advertisement. The flagging agreement with CSXT has now been finalized, allowing review and approval of plans and scheduling of flagging protection. Estimated construction start is Fall 2013.

Cab and Trailer Car Procurement:

Procurement of ten (10) Cab cars and fourteen (14) Trailer cars. All ten (10) Cab cars and fourteen (14) Trailer cars have now been received.

Engineering & Construction
Monthly Progress Report
April / May 2013

Opa-Locka Station Parking Expansion:

Expand parking at Tri-Rail's Opa-Locka Station, inclusive of adding about 50 new parking spaces to the south of the station; increase bus bay areas in the existing parking lot; install a pedestrian canopy over the bus waiting areas; and improve landscape and hardscape. A Work Order was executed for HNTB to provide site geotechnical investigation, site survey, environmental services required for a Categorical Exclusion as per NEPA requirements; and preparation of 30% design plans. The notice to proceed was issued on November 16, 2011, and the Geotechnical investigation, survey, and 30% design plans have been completed. Environmental services required for a Categorical Exclusion are complete. The NEPA documentation has been approved by FDOT and the FTA. SFRTA is in the process of executing a work order for the final 100% design, permitting and bidding phase assistance for the project.

Wave Modern Streetcar:

Design, Construction and Management of a 5.4 mile (two-way) modern streetcar in Downtown Fort Lauderdale with 10 passenger, solar powered stations, which will operate in mixed traffic with signal priority. Project includes the procurement of 5 vehicles and the construction of a storage and maintenance yard. Project Partners include The Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Broward County, Broward Metropolitan Planning Organization (MPO), City of Fort Lauderdale, Fort Lauderdale Downtown Development Authority (DDA) and SFRTA. An Interlocal Partnership Agreement has been executed by all parties on April 26, 2013. The Project Management Consultant (PMC) contract was awarded to HDR Engineering, Inc. to provide services throughout the project. The NTP was issued on May 9, 2013 for the 1.47-mile starter line (Phase 1A). Additional funds are being applied for to get the resources for the full project length. Preliminary engineering activities have started and are scheduled to continue through the rest of 2013. The next FTA Quarterly meeting is scheduled for May 22, 2013.

AGENDA ITEM NO. B

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
June 7, 2013

APRIL RIDERSHIP

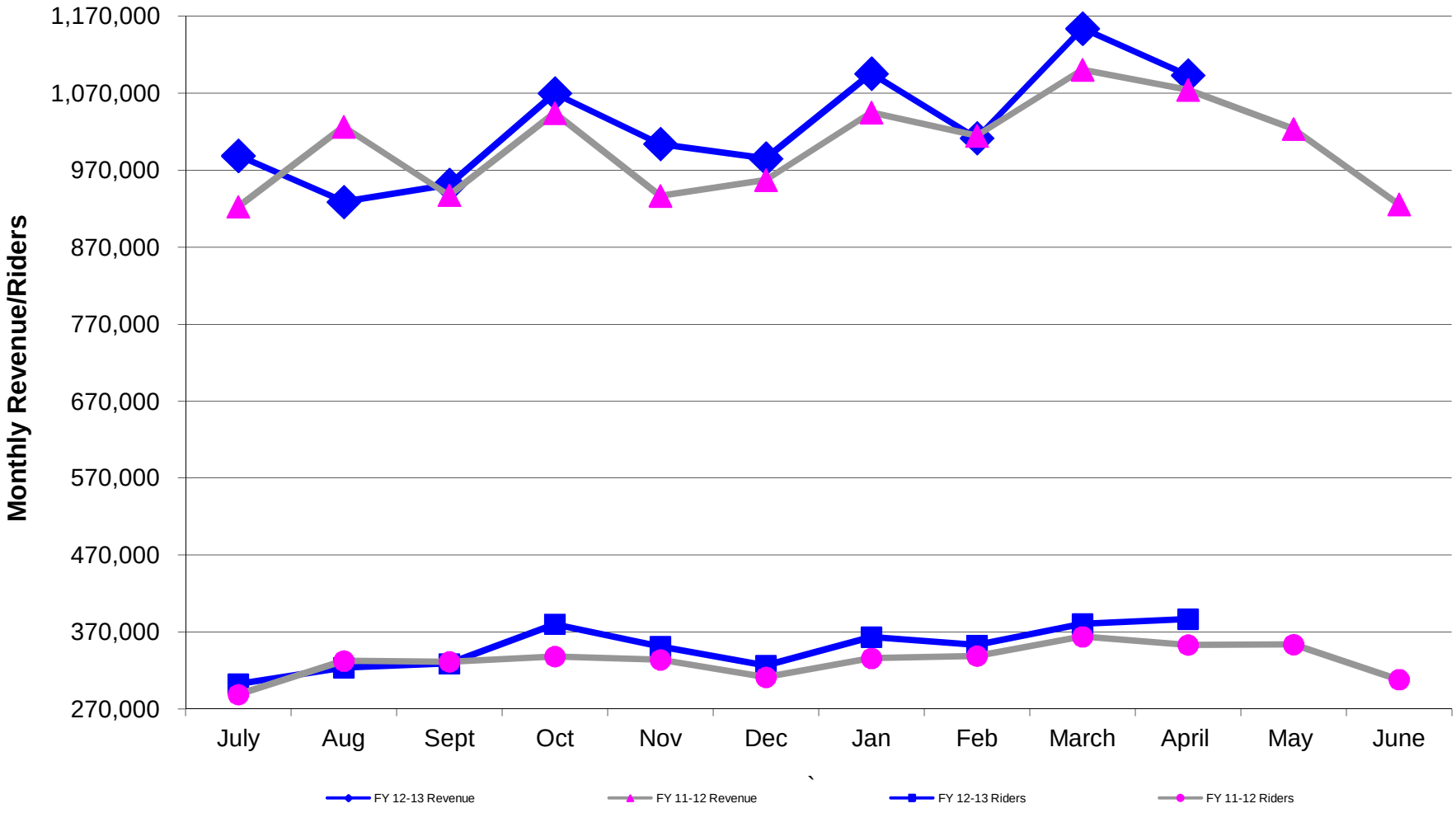
Total monthly ridership for April has increased 9.4 % when compared to April of last year. Weekday ridership has increased by 9.0 % for April, while the average weekday ridership in April 2012 was 14,771 per day versus 15,367 per day for 2013. Total weekend ridership has increased by 4.8 % when compared to last year. Total Fiscal Year ridership is up by 5.1%.

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

Riders	Actual April 2013	Actual April 2012	April '13 vs.'12 %	FY '13 Rider ship To Date	FY '12 Rider ship To Date	FYTD '13 vs '12 %
M-F	338,081	310,200	9.0%	3,029,318	2,881,657	5.1%
Saturday	25,854	20,205	28.0%	239,342	230,177	4.0%
Sunday	22,791	22,993	-0.9%	208,166	193,153	7.8%
Holidays	0	0	0.0%	20,874	23,700	-11.9%
	386,726	353,398	9.4%	3,497,700	3,328,687	5.1%

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

Chart 1 - SFRTA Riders and Revenue Trends



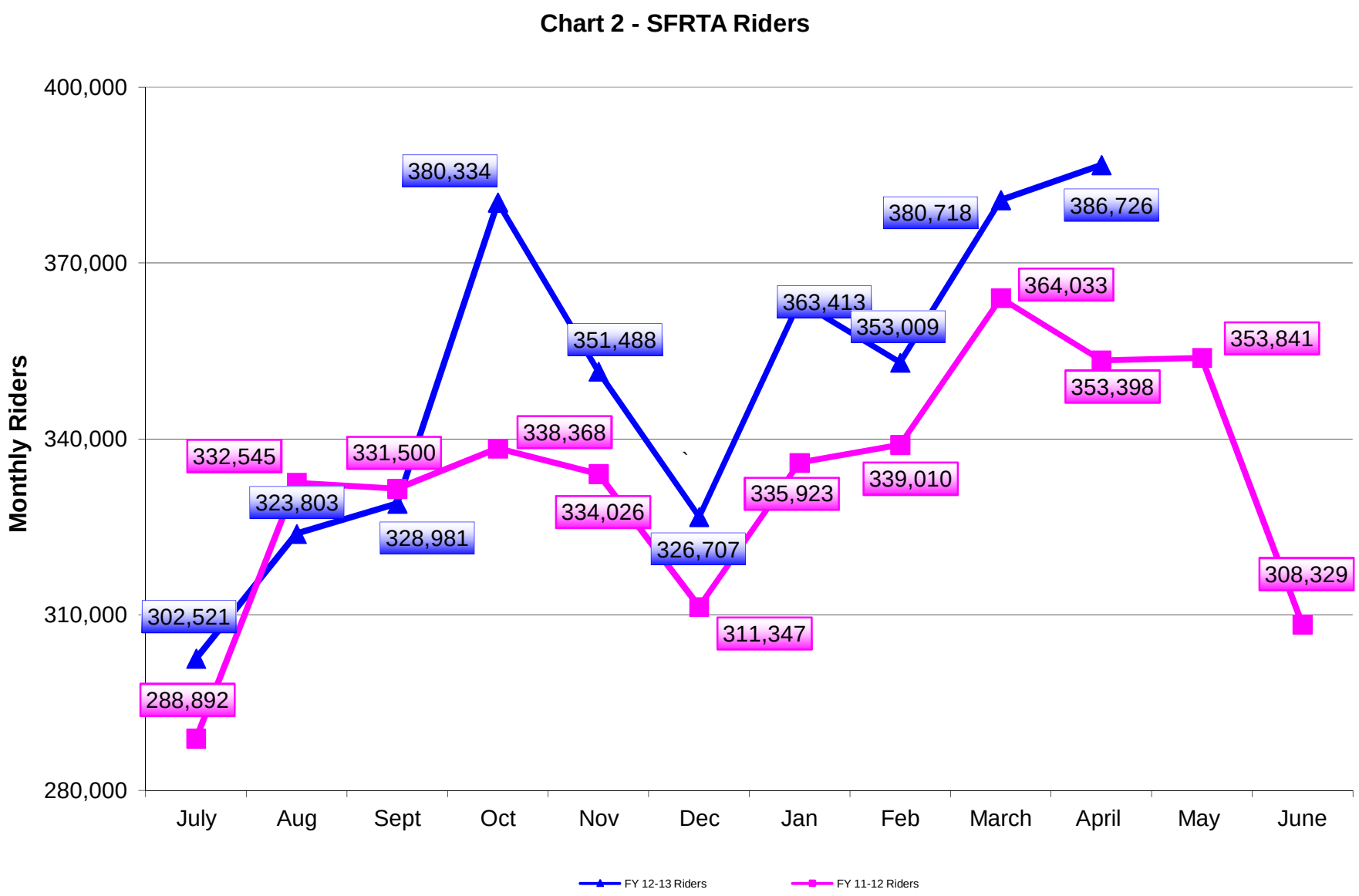
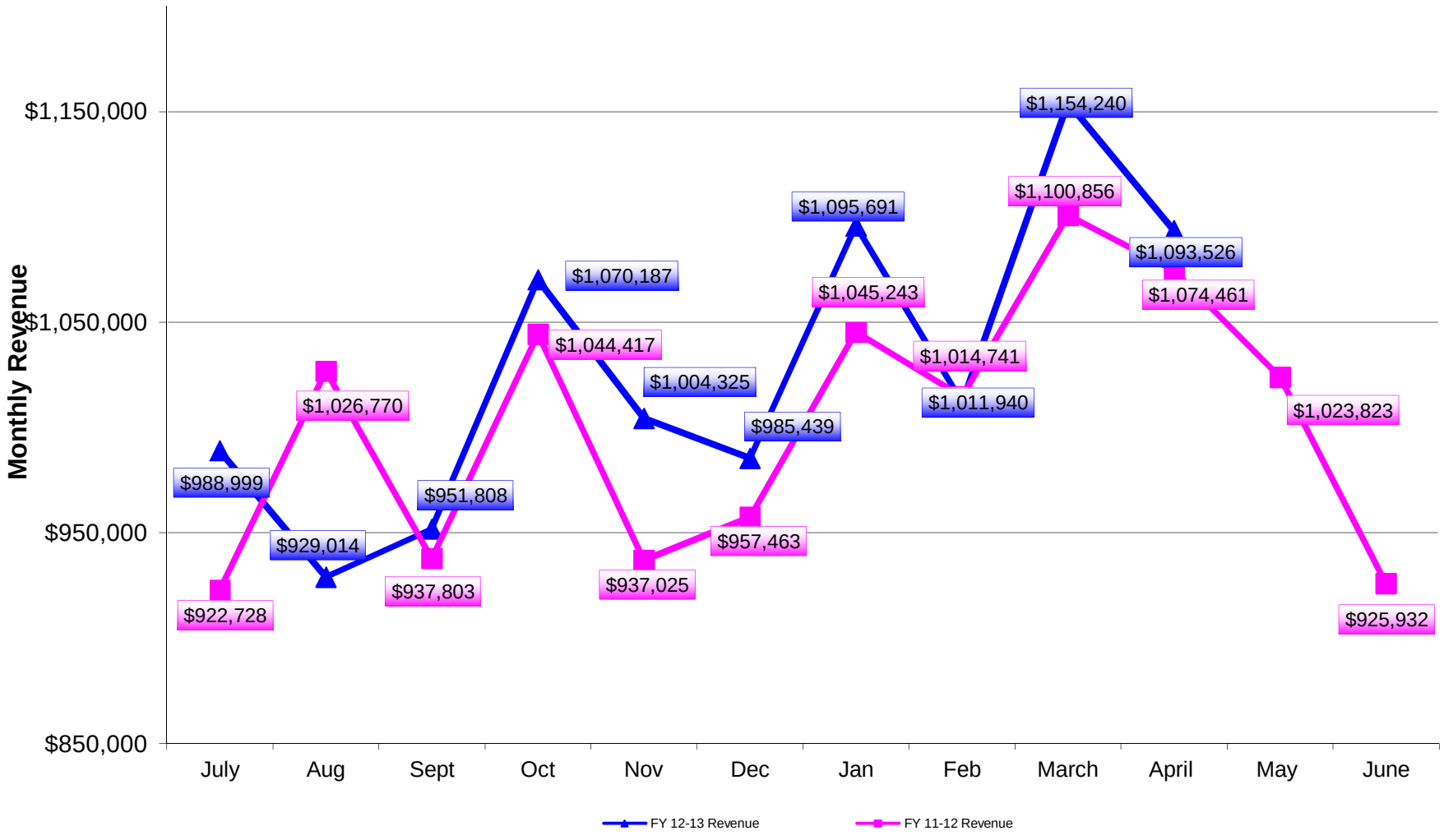


Chart 2 - SFRTA Riders
Monthly Riders
400,000
370,000
340,000
310,000
280,000
July
Aug
Sept
Oct
Nov
Dec
Jan
Feb
March
April
May
June
302,521
323,803
328,981
380,334
351,488
326,707
363,413
353,009
380,718
386,726
288,892
332,545
331,500
338,368
334,026
311,347
335,923
339,010
364,033
353,398
353,841
308,329
FY 12-13 Riders
FY 11-12 Riders

Chart 3 - SFRTA Revenue

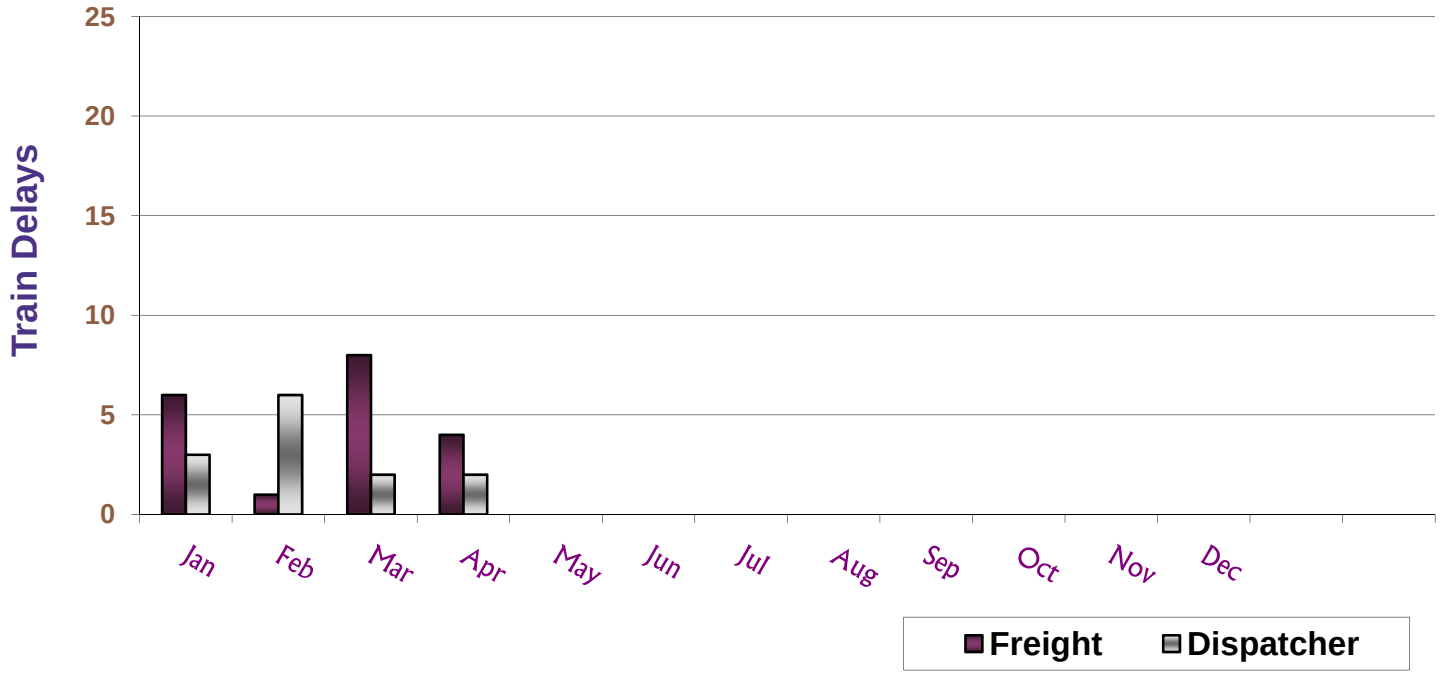


APRIL 2013 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

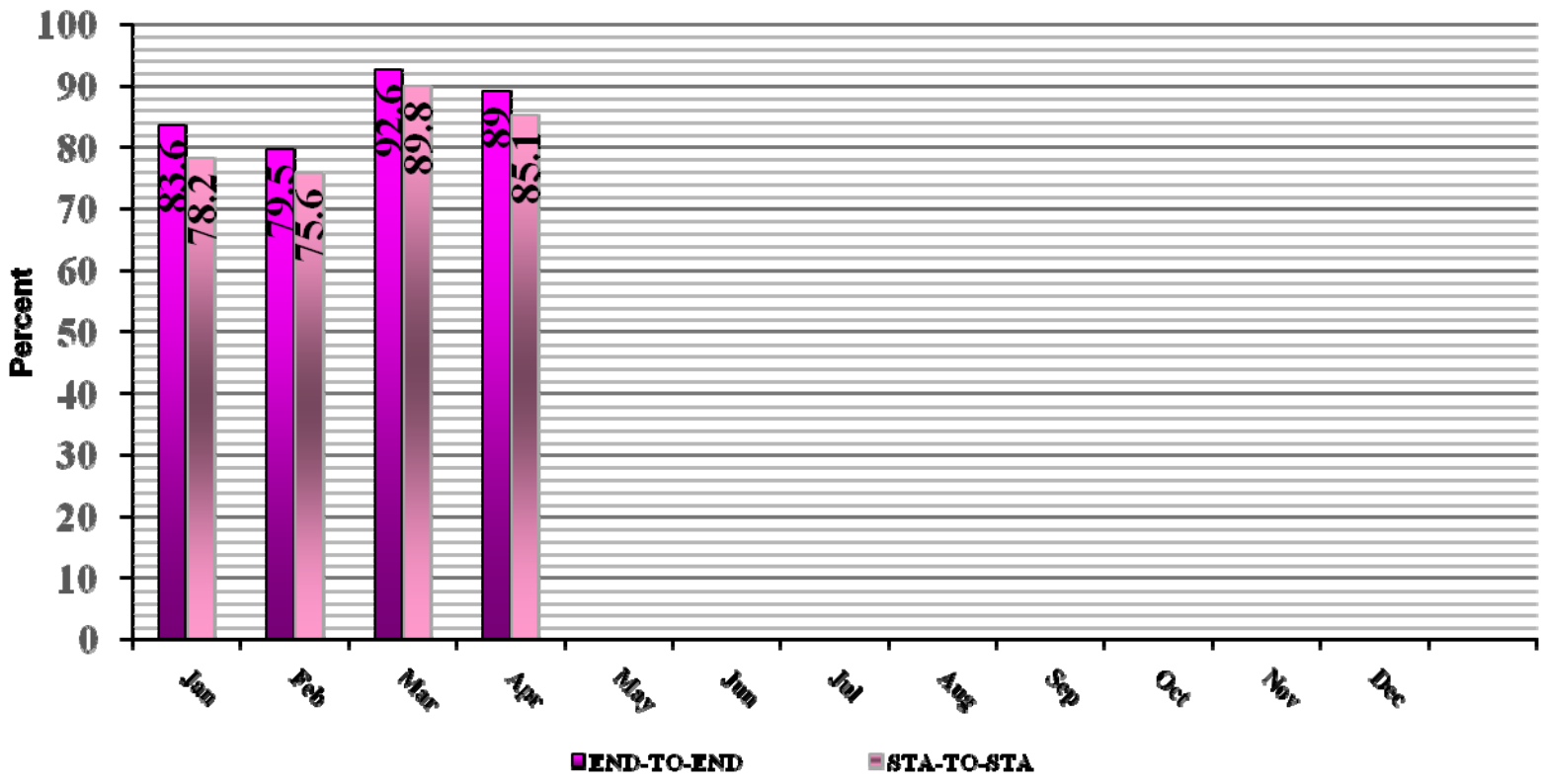
OTP End To End			89.0%
OTP Station To Station			85.1%
DELAY CAUSES	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
PD/FD Activity	6	11	0.8%
SUB-TOTAL	6	11	0.8%
CSX AGREEMENT			
CSX FRIEGHT/LOCAL SWITCHER	4	4	0.3%
JAX DISPATCHER	2	2	0.1%
MOW	7	21	1.6%
SUB-TOTAL	13	27	2.0%
OUTSIDE CSX			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	6	14	1.0%
CSX RULE 100J	0	0	0.0%
SUB-TOTAL	6	14	1.0%
BOMBARDIER MECHANICAL	7	13	1.0%
VEOLIA TRANSPORTATION	0	0	0.0%
AMTRAK	2	2	0.1%
FEC DELAY	4	6	0.4%
WEATHER	4	24	1.8%
ROW FOUL	0	0	0.0%
SFRTA TRANSPORTATION	7	11	0.8%
OTHER	3	3	0.2%
3rd PARTY	11	29	2.2%
ROTEM MECHANICAL	3	5	0.4%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
VANDALISM	0	0	0.0%
ADA	1	1	0.1%
EFFICIENCY TESTING	0	0	0.0%
SUB-TOTAL	42	94	7.0%
TRAINS LATE		146	10.9%
TERMINATED / ANNULLED		2	0.1%
TRAINS ON TIME		1192	89.0%
TOTAL		1340	100.0%

CSXT JAX Dispatcher & Freight / Local Switcher Delays

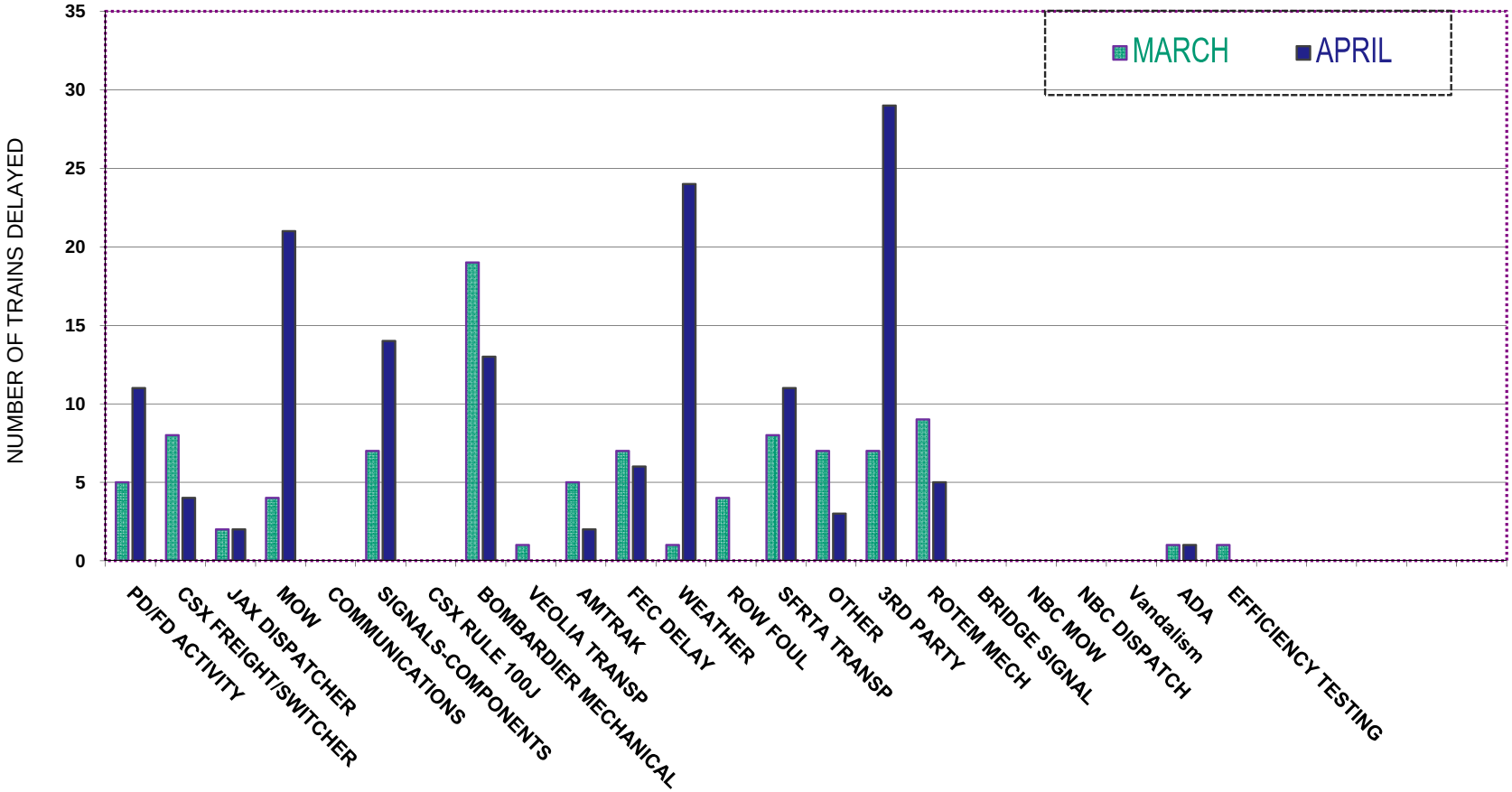
2013



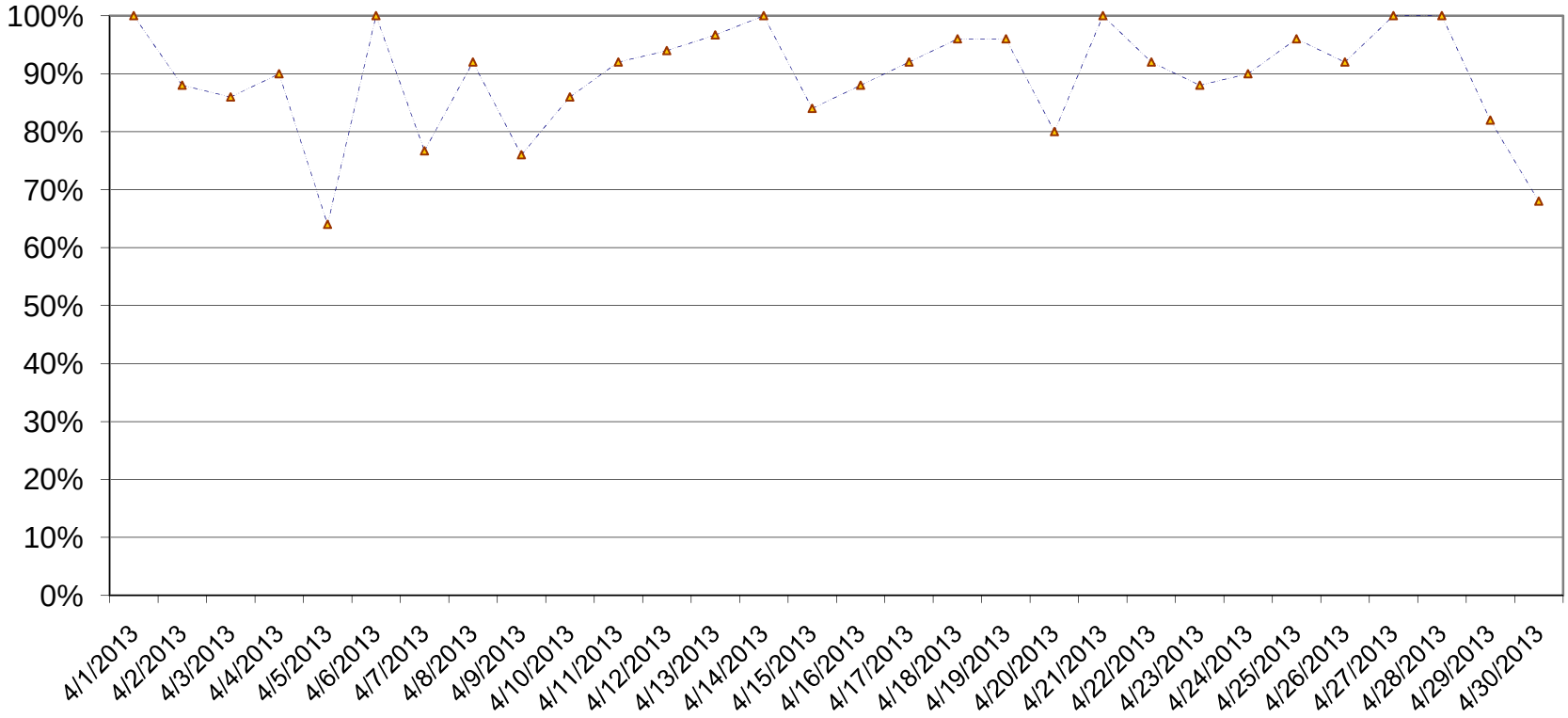
On-Time Performance
Calendar Year 2013



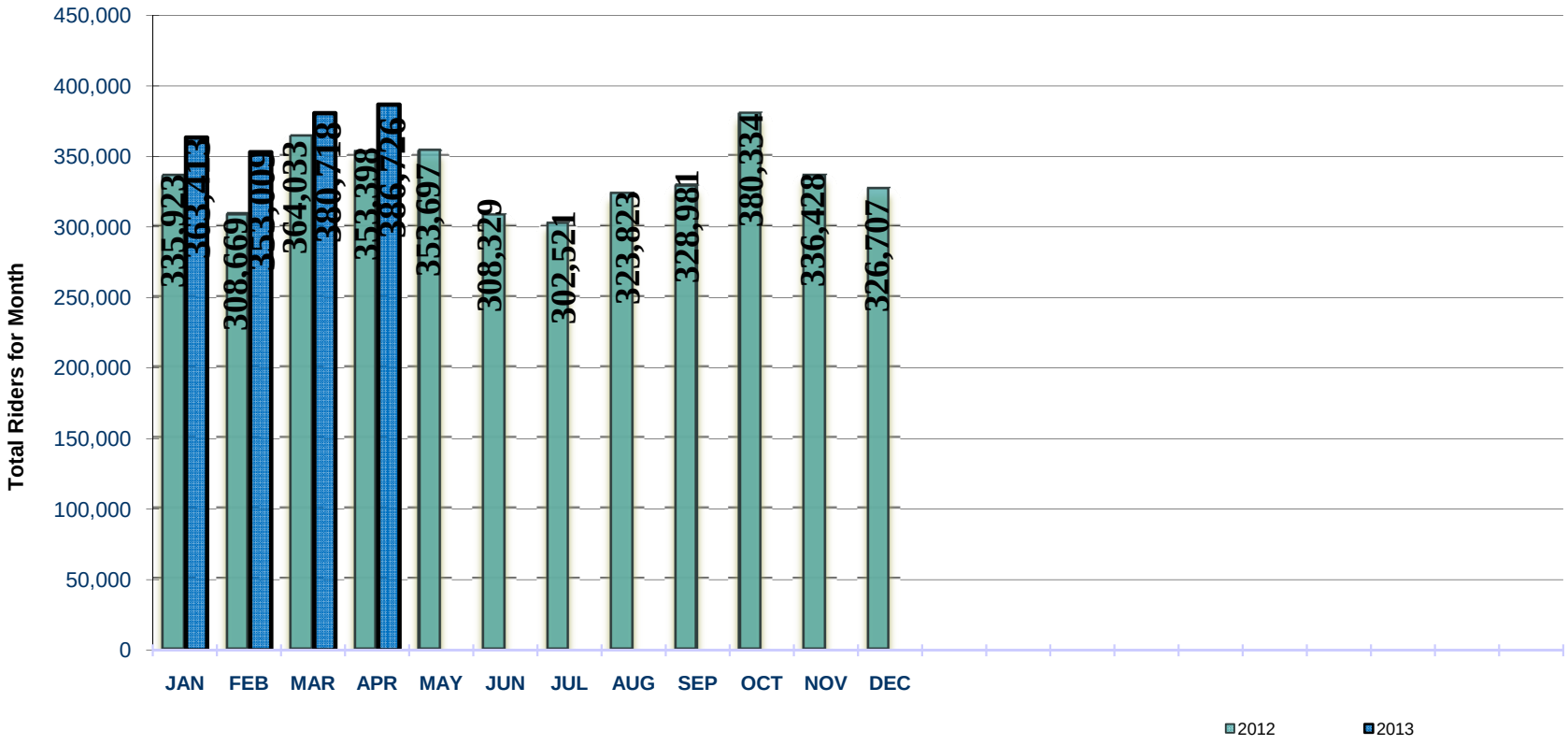
TRAIN DELAYS- 2013



ON TIME PERFORMANCE
END TO END APRIL - 2013



SFRTA Tri-Rail Monthly Ridership
2013



AGENDA ITEM D

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING OFFICE MONTHLY SUMMARY FOR APRIL 2013
GOVERNING BOARD MEETING

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 21 new employers and 290 new employees during the month of April.

The total number of EDP tickets recorded as sold was 2,594 and the total revenue generated was reported as $161,453.05 in April.

NEW EDP COMPANIES

Employer	Enrollment Date	City
Air Trends International, Inc.	04/12/2013	Miami
Butcher / The Burger / Dandelion	04/24/2013	Boca Raton
Charlies Auto Glass Installers of Pompano	04/30/2013	Pompano Beach
CHG Healthcare Services	04/18/2013	Fort Lauderdale
City of Miami Gardens	04/02/2013	Miami Gardens
City Power Marketing, LLC	04/29/2013	Fort Lauderdale
Doll Marine Metal Fabrication	04/11/2013	Pompano Beach
Dolphin Carpet & Tile	04/24/2013	Miami
Empacol Packing and Supplies	04/30/2013	Miami
Fantasy Chocolates, Inc.	04/29/2013	Boynton Beach
Florida Blacktop, Inc.	04/24/2013	Pompano Beach
Handcraft Construction Management, Inc.	04/16/2013	Deerfield Beach
Highland Capital Brokerage	04/29/2013	Boca Raton
Hollywood Woodwork	04/11/2013	Hollywood
Intense Wear International, Inc.	04/24/2013	Pompano Beach
Jane Asprinio O'Brien, Au.D	04/17/2013	Miami
Lynx Construction Management, Inc.	04/24/2013	Coral Gables
Next Source	04/02/2013	Delray Beach
Opa-locka Community Development Corp.	04/12/2013	Opa-locka
TC Maps, Inc.	04/30/2013	Deerfield Beach
Winston & Wigond, P.A.	04/24/2013	Davie

EDP SALES MISSIONS

Employer	City
Air Trends International, Inc.	Miami
Butcher /The Burger/Dandelion	Boca Raton
Chrome Soap	Boca Raton
City of Miami Gardens	Miami Gardens
Doll Marine Metal Fabrication	Pompano Beach
Dolphin Carpet & Tile	Pembroke Pines
Dolphin Carpet & Tile, Inc.	Miami
Empacol Packing and Supplies, Inc.	Miami
Fantasy Chocolates, Inc.	Boynton Beach
Florida Blacktop, Inc.	Pompano Beach
Hilton Deerfield Beach/Boca Raton Hotel	Deerfield Beach
Intense Wear International, Inc.	Pompano Beach
Hollywood Woodwork	Hollywood
Jane Asprinio O'Brien, AU.D	Miami
KSM Electronics	Pompano Beach
Lynx Construction Management, LLC	Coral Gables
Miami-Dade County Clerk of Courts	Miami
Next Source, Inc.	Delray Beach
Opa-locka Community Development Corporation	Opa-locka
Seminole Tribe of Florida (Gaming Division)	Hollywood
Shutts & Bowen	Fort Lauderdale
Stretch Wrap Packaging Industries	Fort Lauderdale
Yachting Promotions	Fort Lauderdale

MARKETING OFFICE – APRIL ACTIVITIES:

BENEFIT FAIRS

The South Florida Regional Transportation Authority (SFRTA) Marketing Office staff attended several benefit fairs at participating EDP Employer locations along the South Florida Corridor. Transportation booths were coordinated in conjunction with Broward County Transit, Palm Tran and South Florida Commuter Services representatives in their respective counties, to offer employees and visitors alternative transportation options. The hosting organizations were Broward College in Davie, Citrix in Fort Lauderdale, Sun-Sentinel in Deerfield Beach, as well as Teleperformance ASD and Tyco/ADT Security in Boca Raton.

CITY OF POMPANO BEACH

The SFRTA was invited to participate in the City of Pompano Beach's Healthy Aging Workshop on April 3, 2013. With the cooperation of the U.S. Environmental Protection Agency, this public workshop was comprised of stakeholders from the area, including public agency staff and neighborhood residents, to discuss the City's design plans for the neighborhoods of Leisureville, Kendall Green and Loch Lomond. An SFRTA Transportation Planner and the Corporate and Community Relations Liaison were amongst the transit professionals on-hand to provide input from a public transportation perspective.

EMPLOYER FORUM

The SFRTA's Corporate and Community Relations Liaison was present for the Aviation and Aerospace Employer Forum hosted by Workforce One – Broward. The forum allowed senior staff from this particular industry to discuss the issues they are currently facing. Amongst the main topics was the lack of curriculums available to students to prepare them for this work. The SFRTA offered partnering assistance in the recruitment of candidates who reside outside the companies' current pool of candidates.

LAUDERDALE AIR SHOW

Discussions were held between Marketing Office staff, Operations Department and representatives of the Lauderdale Air Show in order to establish a marketing partnership to connect event-goers to the event from Tri-Rail trains. Ultimately, the decision was made to not take part due to insufficient time necessary to secure the fleet to coordinate this type of operation.

OAKLAND PARK TRANSIT STUDY

SFRTA Marketing Office staff assisted the Planning Department during the agency's participation at the Oakland Park Boulevard Transit Corridor Study hosted by the Florida Department of Transportation on April 11, 2013.

VIRTUAL ENERGY CONFERENCE

Marketing Office staff participated in the Re-Power Florida Virtual Conference during the transit session presented by Lisa Bacot, Executive Director of the Florida Public Transportation Association and Chris Rustman of Transportation Systems, Inc. The internet conference addressed issues facing Florida regarding renewable energy sources, energy efficiency, sustainable communities, alternative fuel and transportation.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- Florida Public Transportation Association / Awards Committee Meeting
- Greater Boca Raton Chamber of Commerce / Economic Development Committee Meeting
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group Meeting and Biz Perks Event
- SFRTA Marketing Committee Meeting

EXECUTIVE SUMMARY
BUDGETED INCOME STATEMENT

April 2013

Revenue:

Train Revenue
For April 2013 year-to-date (YTD) actual revenue increased approximately $202,900 or 2% when compared to fiscal year (FY) 2013 YTD budgeted revenue. Actual revenue for FY 2013 YTD increased by $203,700 or 2% when compared to FY 2012 YTD actual revenue. This increase is attributed to an increase in ridership.

Expenses:

As of April 2013, the SFRTA FY 2013 YTD actual expenses are $5,577,845 or 10% below budget when compared to the FY 2013 YTD budgeted expense. All expenses are well within budget.

Train operations for FY 2013 YTD actual are approximately $3,326,000 or 10% below budget when compared to the FY 2013 YTD budget and increased approximately $584,000 or 2% when compared to FY 2012 YTD actual. This increase in FY 2013 can be mostly attributed to an increase in Fuel and Operations expense.

The major categories within Train Operations include Train Fuel, Security, Insurance and Dispatch Service:

- Train fuel expense for FY 2013 YTD actual is approximately $606,000 or 8% below budget when compared to the FY 2013 YTD budget, and increased approximately $659,000 or 10% when compared to FY 2012 YTD actual fuel expense. This increase is attributed to rising fuel prices.

- Insurance expense for FY 2013 YTD actual is right at budget when compared to the FY 2013 YTD budget, and increased approximately $407,000 or 23% when compared to FY 2012 YTD actual. This increase in FY 2013 can be attributed to increased rates due to the addition of the new cab cars to the FY 2013 policy.

Expenses (Contd.)

- Security expense for FY 2013 YTD actual is approximately $180,000 or 4% below budget when compared to the FY 2013 YTD budget, and decreased approximately $15,000 or 1% when compared to FY 2012 YTD actual.

- Dispatch expense for FY 2013 YTD actual is approximately $94,000 or 4% below budget when compared to the FY 2013 YTD budget and increased approximately $288,000 or 13% when compared to FY 2012 YTD actual. This increase in FY 2013 can be attributed to higher monthly expenses.

Train and Station Maintenance FY 2013 YTD actual is approximately $871,000 or 6% below budget when compared to the FY 2013 YTD budget and increased approximately $1,596,000 or 14% when compared to the FY 2012 actual. This increase in FY 2013 can be attributed to the monthly fleet maintenance contract.

- Train Maintenance for FY 2013 YTD actual is approximately $588,000 or 5% below budget when compared to the FY 2013 YTD budget and increased approximately $1,782,000 or 19% when compared to FY 2012 YTD actual. This increase in FY 2013 can be attributed to an additional $750,000 in DMU maintenance expense as well as an increase in our monthly fleet maintenance expenses.

- Station Maintenance for FY 2013 YTD actual is approximately $283,000 or 15% below budget when compared to the FY 2013 YTD budget and decreased approximately $185,000 or 11% when compared to FY 2012 YTD actual. This decrease in FY 2013 can be attributed to lower monthly expenses.

Professional Services for FY 2013 YTD actual are approximately $8,000 or 2% below budget when compared to the FY 2013 YTD budget and decreased approximately $165,000 or 26% when compared to FY 2012 actual. Last year, SFRTA incurred additional consulting expenses where as in FY 2013 there were no extra consulting expenses.

Legal for FY 2013 YTD actual is approximately $107,000 or 19% below budget when compared to the FY 2013 YTD budget and decreased approximately $66,000 or 13% when compared to FY 2012 actual. This decrease in FY 2013 can be attributed to lower monthly legal expenses.

General and Administrative Expenses for FY 2013 YTD are approximately $36,000 or 2% below budget when compared to the FY 2013 YTD budget and increased approximately $185,000 or 14% when compared to FY 2012 actual. Some categories within General and Administrative expenses are Business Travel, Telecommunications, and Office Rent.

Expenses (Contd.)

- Business Travel expense for FY 2013 YTD actual is currently at budget when compared to the FY 2013 YTD budget and decreased approximately $14,000 or 16% when compared to FY 2012 actual. This decrease in FY 2013 can be attributed to fewer trips related to legislative matters.

- Telecommunications expense for FY 2013 YTD actual is approximately $5,000 or 1% below budget when compared to the FY 2013 YTD budget and increased approximately $121,000 or 52% when compared to FY 2012 actual. This increase in FY 2013 can be attributed to increased calls to the SFRTA 1-800 number as well as general calls. There was also an additional $22,000 in expense for our phone contract support renewals.

- Materials and Supplies expense for FY 2013 YTD actual is approximately $792 or 1% below budget when compared to the FY 2013 YTD budget and increased approximately $58,000 or 108% when compared to FY 2013 actual. This increase in FY 2013 can be attributed to a greater amount of purchases throughout the year.

Marketing expenses for FY 2013 YTD actual are approximately $121,000 or 23% below budget when compared to the FY 2013 YTD budget and decreased approximately $133,000 or 25% when compared to the FY 2012 YTD actual.

- Marketing Contract for FY 2013 YTD actual is approximately $73,000 or 18% below budget when compared to the FY 2013 YTD budget and decreased approximately $15,000 or 5% when compared to the FY 2012 actual. This decrease in FY 2013 can be attributed to lower monthly expenses.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
4/01/13 TO 4/30/13

REVENUE	APRIL 2013 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2012-13 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	$1,093,526	$10,328,820	$10,125,870	$202,950	$12,080,217	$1,751,397
Interest Income / Other Income	14,968	449,500	145,830	303,670	175,000	(274,500)
TOTAL TRAIN REVENUE	**$1,108,494**	**$10,778,320**	**$10,271,700**	**$506,620**	**$12,255,217**	**$1,476,897**
OPERATING ASSISTANCE						
Statutory Operating Assistance	2,953,529	15,862,449	15,862,449	-	$17,300,000	1,437,551
Statutory Dedicated Funding	905,920	12,795,169	12,795,169	-	13,300,000	504,831
FHWA	84,112	3,843,766	3,988,331	(144,565)	4,000,000	156,234
FTA Assistance	-	3,143,018	9,006,246	(5,863,228)	18,020,316	14,877,298
FTA-Designated Recipient Fees	2,955	41,540	41,805	(265)	50,000	8,460
FTA-JARC/New Freedom Program Fee	10,379	102,921	104,170	(1,249)	125,000	22,079
FTA-JARC/New Freedom Program Match	21,863	275,021	346,480	(71,459)	415,773	140,752
Statutory Counties Contribution	-	4,695,000	4,695,000	-	4,695,000	-
Other Local Funding	13,275	170,091	173,790	(3,699)	192,950	22,859
TOTAL ASSISTANCE	**3,992,033**	**40,928,975**	**47,013,440**	**(6,084,465)**	**58,099,039**	**17,170,064**
TOTAL REVENUE	**$5,100,527**	**$51,707,295**	**$57,285,140**	**($5,577,845)**	**$70,354,256**	**$18,646,961**

EXPENSES	APRIL 2013 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2012-13 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,821,905	30,128,860	33,454,956	3,326,096	40,794,001	10,665,141
Train and Station Maintenance	1,373,124	12,811,306	13,682,938	871,632	17,353,168	4,541,862
Personnel Expenses	645,754	6,786,582	7,401,223	614,641	8,884,552	2,097,970
Professional Fees	64,001	478,425	487,203	8,778	546,500	68,075
Legal	47,560	449,490	557,481	107,991	698,687	249,197
General & Administrative Expenses	162,707	1,538,644	1,575,594	36,950	1,926,458	387,814
Marketing Expenses	56,828	400,035	521,575	121,540	625,890	225,855
Reserve	-	-	416,670	416,670	500,000	500,000
Expenses Transferred to Capital	(71,352)	(886,047)	(812,500)	73,547	(975,000)	(88,953)
TOTAL EXPENSES	**$ 5,100,527**	**$ 51,707,295**	**$ 57,285,140**	**$ 5,577,845**	**$ 70,354,256**	**$ 18,646,961**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL, 2013 & 2012

	Curent Year							Prior Year Comparison		
	April 2013 Actual	April 2013 Budget	Variances	FY 2013 YTD Actual	YTD Budget	Variances	%	FY 2012 YTD Actual	Variances	%
Revenues:										
Train Revenue	$1,093,526	$984,750	108,776	$10,328,820	$10,125,870	202,950	2%	$10,125,075	203,745	2%
Interest/Dividend Income	14,968	14,583	385	449,500	145,830	303,670	208%	287,284	162,216	56%
								-		
Total Train Revenue	**1,108,494**	**999,333**	**109,161**	**10,778,320**	**10,271,700**	**506,620**	**5%**	**10,412,359**	**365,961**	**4%**
Operating Assistance:										
Statutory Operating Assistance	2,953,529	2,953,529	-	15,862,449	15,862,449	-	0%	14,040,188	1,822,261	13%
Statutory Dedicated Funding	905,920	905,920	-	12,795,169	12,795,169	-	0%	11,948,851	846,318	7%
FDOT Marketing	-	-	-	-	-	-	0%	302,775	(302,775)	-100%
FHWA	84,112	292,223	(208,111)	3,843,766	3,988,331	(144,565)	-4%	4,000,000	(156,234)	-4%
FTA Assistance	-	1,085,899	(1,085,899)	3,143,018	9,006,246	(5,863,228)	-65%	4,316,785	(1,173,767)	-27%
FTA-Designated Recipient Fees	2,955	7,667	(4,712)	41,540	41,805	(265)	-1%	72,236	(30,696)	-42%
FTA-JARC/New Freedom Program Fee	10,379	16,417	(6,038)	102,921	104,170	(1,249)	-1%	250,411	(147,490)	-59%
FTA-JARC/New Freedom Program Match	21,863	59,648	(37,785)	275,021	346,480	(71,459)	-21%	225,855	49,166	22%
Statutory Counties Contribution	-	-	-	4,695,000	4,695,000	-	0%	4,526,887	168,113	4%
Other Local Funding	13,275	34,429	(21,154)	170,091	173,790	(3,699)	-2%	166,406	3,685	2%
								-		
Total Operating Assistance	**3,992,033**	**5,355,732**	**(1,363,699)**	**40,928,975**	**47,013,440**	**(6,084,465)**	**-13%**	**39,850,394**	**1,078,581**	**3%**
Total Revenue	**$5,100,527**	**$6,355,065**	**($1,254,538)**	**51,707,295**	**$57,285,140**	**(5,577,845)**	**-10%**	**50,093,328**	**1,444,542**	**3%**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL, 2013 & 2012

	Curent Year							Prior Year Comparison		
	April 2013 Actual	April 2013 Budget	Variances	FY 2013 YTD Actual	YTD Budget	Variances	%	FY 2012 YTD Actual	Variances	%
Expenses:										
Train Operations										
Train Operations Contract	$851,195	$1,040,348	(189,153)	$8,588,961	$9,999,986	(1,411,025)	-14%	$9,167,295	(578,334)	-6%
Train Operation - Fuel	778,663	856,250	(77,587)	7,205,612	7,812,500	(606,888)	-8%	6,546,382	659,230	10%
Emergency Bus Service	1,450	7,800	(6,350)	29,585	45,715	(16,130)	-35%	21,379	8,206	0%
Security Contract	403,069	458,773	(55,704)	4,257,374	4,437,733	(180,359)	-4%	4,272,867	(15,493)	0%
Feeder Bus	395,962	466,056	(70,094)	4,197,744	4,910,560	(712,816)	-15%	4,140,720	57,024	1%
Station Utilities	47,802	69,167	(21,365)	491,850	561,667	(69,817)	-12%	520,628	(28,778)	-6%
EMS Boards	10,926	23,750	(12,824)	93,017	137,500	(44,483)	-32%	89,363	3,654	4%
Special Trains	-	300	(300)	-	3,000	(3,000)	-100%	-	-	0%
Insurance	-	-	-	2,157,245	2,158,000	(755)	0%	1,749,495	407,750	23%
Toll Free Numbers	-	-	-	-	-	-	0%	60,387	(60,387)	-100%
Alarm System	-	5,255	(5,255)	10,412	18,777	(8,365)	-45%	4,614	5,798	126%
APTA Dues	-	583	(583)	-	15,433	(15,433)	-100%	-	-	0%
ROW Maintenance	56,566	89,167	(32,601)	344,129	416,667	(72,538)	-17%	329,957	14,172	4%
TVM Maintenance	32,142	40,833	(8,691)	318,563	408,333	(89,770)	-22%	495,153	(176,590)	-36%
Dispatch	244,130	277,379	(33,249)	2,434,368	2,529,085	(94,717)	-4%	2,145,974	288,394	13%
Total Train Operations	**2,821,905**	**3,335,661**	**(513,756)**	**30,128,860**	**33,454,956**	**(3,326,096)**	**-10%**	**29,544,214**	**584,646**	**2%**
Train and Station Maintenance										
Train Maintenance	1,212,298	1,394,071	(181,773)	11,245,395	11,833,601	(588,206)	-5%	9,463,191	1,782,204	19%
Station Maintenance	160,826	223,684	(62,858)	1,565,911	1,849,337	(283,426)	-15%	1,751,116	(185,205)	-11%
Total Train and Station Maintenance	**1,373,124**	**1,617,755**	**(244,631)**	**12,811,306**	**13,682,938**	**(871,632)**	**-6%**	**11,214,307**	**1,596,999**	**14%**
Personnel Expenses										
Salaries and Wages	488,581	624,321	(135,740)	5,146,301	5,539,891	(393,590)	-7%	5,404,034	(257,733)	-5%
Taxes	40,978	73,193	(32,215)	423,101	535,652	(112,551)	-21%	455,816	(32,715)	-7%
Group Insurance	90,087	130,429	(40,342)	947,462	950,534	(3,072)	0%	987,338	(39,876)	-4%
Pension	26,108	51,936	(25,828)	269,718	375,146	(105,428)	-28%	274,398	(4,680)	-2%
Total Personnel Expenses	**645,754**	**879,879**	**(234,125)**	**6,786,582**	**7,401,223**	**(614,641)**	**-8%**	**7,121,586**	**(335,004)**	**-5%**
Professional Services										
Auditing Services	-	-	-	72,500	72,500	-	0%	119,236	(46,736)	-39%
Professional Services	64,001	112,792	(48,791)	405,925	414,703	(8,778)	-2%	525,170	(119,245)	-23%
Total Professional Services	**64,001**	**112,792**	**(48,791)**	**478,425**	**487,203**	**(8,778)**	**-2%**	**644,406**	**(165,981)**	**-26%**
Legal										
Salaries and Wages	26,854	44,071	(17,217)	293,990	299,927	(5,937)	-2%	288,160	5,830	2%
Taxes	2,315	3,186	(871)	17,768	20,260	(2,492)	-12%	17,150	618	4%
Group Insurance	2,671	7,167	(4,496)	25,575	25,753	(178)	-1%	25,636	(61)	0%
Pension	1,524	3,881	(2,357)	16,618	19,011	(2,393)	-13%	14,246	2,372	17%
Business Travel	-	2,625	(2,625)	5,024	6,473	(1,449)	-22%	4,784	240	5%
Membership/Dues/Subscriptions	-	1,500	(1,500)	1,020	5,400	(4,380)	-81%	4,582	(3,562)	-78%
Seminars and Training	-	2,377	(2,377)	2,838	3,038	(200)	-7%	1,635	1,203	74%
Legal Services	14,196	30,867	(16,671)	86,657	177,619	(90,962)	-51%	159,330	(72,673)	-46%
Total Legal	**47,560**	**95,674**	**(48,114)**	**449,490**	**557,481**	**(107,991)**	**-19%**	**515,523**	**(66,033)**	**-13%**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL, 2013 & 2012

	Curent Year							Prior Year Comparison		
	April 2013 Actual	April 2013 Budget	Variances	FY 2013 YTD Actual	YTD Budget	Variances	%	FY 2012 YTD Actual	Variances	%
General and Administrative Expenses										
Bank & Credits Cards Fees	10,600	12,167	(1,567)	94,540	94,611	(71)	0%	99,229	(4,689)	-5%
Building Maintenance	5,213	16,288	(11,075)	82,126	87,833	(5,707)	-6%	64,284	17,842	28%
Business Travel	2,076	19,905	(17,829)	78,951	78,951	-	0%	93,665	(14,714)	-16%
Materials & Supplies	6,263	28,833	(22,570)	112,541	113,333	(792)	-1%	54,109	58,432	108%
Membership/Dues/Subscriptions	6,297	15,958	(9,661)	147,654	147,654	-	0%	140,927	6,727	5%
Office Rent	56,562	58,205	(1,643)	530,653	532,047	(1,394)	0%	523,059	7,594	1%
Printing & Advertising	5,938	13,950	(8,012)	27,158	33,546	(6,388)	-19%	22,105	5,053	23%
Seminars and Training	544	25,367	(24,823)	51,429	51,429	-	0%	48,470	2,959	6%
Telecommunications	63,889	74,517	(10,628)	352,652	357,815	(5,163)	-1%	231,412	121,240	52%
Vehicle Operations & Maintenance	5,325	14,350	(9,025)	58,313	66,650	(8,337)	-13%	58,433	(120)	0%
Miscellaneous Personnel Expenses	-	1,939	(1,939)	2,627	11,725	(9,098)	-78%	17,475	(14,848)	-85%
Total General and Administrative Exp	**162,707**	**281,479**	**(118,772)**	**1,538,644**	**1,575,594**	**(36,950)**	**-2%**	**1,353,168**	**185,476**	**14%**
Marketing Expenses										
Advertising	-	-	-	-	-	-	0%	23,065	(23,065)	-100%
Special Programs	-	2,000	(2,000)	2,207	10,400	(8,193)	-79%	15,975	(13,768)	-86%
Customer Service/Information	14,019	15,324	(1,305)	54,052	90,741	(36,689)	-40%	70,491	(16,439)	-23%
Marketing Contract	42,809	52,167	(9,358)	342,358	416,267	(73,909)	-18%	326,637	15,721	5%
Promotional Materials	-	1,917	(1,917)	1,418	4,167	(2,749)	-66%	14,944	(13,526)	-91%
Smart Card/Easy Card Campaign	-	-	-	-	-	-	0%	77,165	(77,165)	-100%
Marketing Supplies	-	-	-	-	-	-	0%	4,827	(4,827)	-100%
Total Marketing Expenses	**56,828**	**71,408**	**(14,580)**	**400,035**	**521,575**	**(121,540)**	**-23%**	**533,104**	**(133,069)**	**-25%**
Reserves and Transfers										
Reserve	-	41,667	(41,667)	-	416,670	(416,670)	-100%	-	-	0%
Expenses Transferred to Capital	(71,352)	(81,250)	9,898	(886,047)	(812,500)	(73,547)	9%	(832,980)	(53,067)	0%
Total Reserves and Transfers	**(71,352)**	**(39,583)**	**(31,769)**	**(886,047)**	**(395,830)**	**(490,217)**	**124%**	**(832,980)**	**(53,067)**	**0%**
Total Expenses	**5,100,527**	**6,355,065**	**(1,254,538)**	**51,707,295**	**57,285,140**	**(5,577,845)**	**-10%**	**50,093,328**	**1,444,542**	**3%**
Net Income	-	-	-	-	-	-	**0%**	-	-	

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
APRIL 30, 2013

ASSETS

Current assets:		
Cash and cash equivalents	$	56,673,511
Accounts receivable:		
State Grants		15,260,693
Federal Grants		10,138,396
Counties		1,634,866
Other		1,839,958
Prepaid expenses		414,840
Total current assets		85,962,264
Noncurrent assets:		
Capital assets (net of accumulated depreciation)		553,313,064
Total noncurrent assets		553,313,064
Total assets	$	639,275,328

LIABILITIES

Current liabilities:		
Accounts payable	$	2,237,186
Accruals		4,357,790
Compensated absences		357,418
Deferred revenue		749,424
Due to other governmental units		256,319
Total current liabilities		7,958,137
Noncurrent liabilities:		
Compensated absences		536,128
Deposits		304,470
Advances from FDOT		2,000,000
Total noncurrent liabilities		2,840,598
Total liabilities	$	10,798,735

NET ASSETS

Invested in Capital Assets		553,313,064
Reserved for Capital Projects		49,432,783
Unrestricted		25,730,746
Total net assets		628,476,593
Total liabilities and net assets	$	639,275,328

FINANCE & INFORMATION TECHNOLOGY
EXECUTIVE SUMMARY

INVOICES OVER $2,500

During April 2013, the SFRTA's Accounts Payable division processed 200 invoices totaling $5,165,095.41 and disbursed 170 checks, excluding payroll, totaling $4,920,701.80

Invoices over $2,500 represent 32.4% (55 checks) of all invoices processed in the month of April, and represent 99.1% of the value ($4,875,511.03) of all checks processed in April 2013.

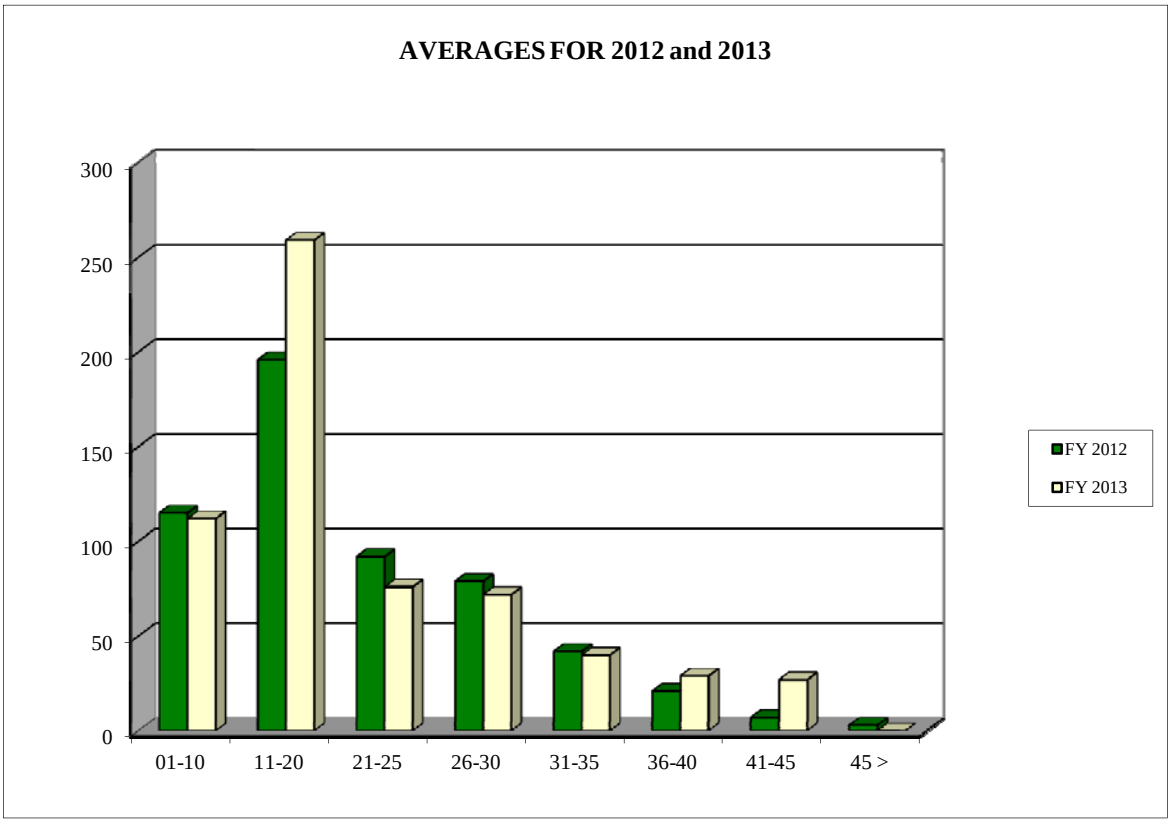
Accounts Payable processed 76.4% (42 checks) of the checks over $2,500 within the 21-25 days, with 87.3% (48 checks) of the checks over $2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AGENDA ITEM NO. F

PAYMENT CYCLE REPORT - APRIL 2013

FOR INVOICES $2,500 AND OVER

MONTHLY AVERAGE JULY 2012 TO JUNE 2013			MONTHLY AVERAGE JULY 2011 TO JUNE 2012	
INVOICE CYCLE	**% OF TOTAL**		**INVOICE CYCLE**	**% OF TOTAL**
0 -10 Days	18.2%		0 -10 Days	20.7%
11-20 Days	42.1%		11-20 Days	35.3%
21-25 Days	12.4%		21-25 Days	16.6%
26-30 Days	11.7%		26-30 Days	14.2%
31-35 Days	6.5%		31-35 Days	7.6%
36-40 Days	4.7%		36-40 Days	3.8%
41-45 Days	4.4%		41-45 Days	1.3%
Over 45 Days	0.0%		Over 45 Days	0.5%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
INFORMATION ITEM: PAYMENTS OVER $2,500
APRIL 1 THRU APRIL 30, 2013

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
3/18/2013	4/2/2013	4/4/2013	4/8/2013	21	MERIDIAN MANAGEMENT CORPORATION	Station Maintenance - 02/01-28/2013	148,381.28
4/1/2013	4/10/2013	4/10/2013	4/17/2013	16	NATIONAL RAILROAD PASSENGER	Base Comp -03/13	206,313.00
4/10/2013	4/11/2013	4/12/2013	4/18/2013	8	CITY OF BOCA RATON	City of Boca Raton Bus Operating Partnership -10/01-12/31/12	34,585.60
3/26/2013	4/2/2013	4/12/2013	4/18/2013	23	DOWNTOWN FT LAUDERDALE TMA	Feeder Svc -02/13	15,712.20
4/10/2013	4/11/2013	4/12/2013	4/18/2013	8	EAC CONSULTING	Commuter Rail Track & Signal Field Support Svcs	22,008.72
4/11/2013	4/11/2013	4/12/2013	4/18/2013	7	FLORIDA POWER & LIGHT	Station Utilities	4,042.19
4/9/2013	4/11/2013	4/12/2013	4/18/2013	9	G4S SECURE SOLUTIONS USA	Wackenhut W/E -03/18-24/13, 03/25-31/13, 04/01-07/13,	315,422.52
3/26/2013	4/2/2013	4/12/2013	4/18/2013	23	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -03/01-15/13, 03/16-31/13	281,519.75
4/3/2013	4/10/2013	4/12/2013	4/18/2013	15	VEOLIA TRANSPORTATION SERVICE	Commuter Rail Operations - 03/01-31/13	901,575.16
4/3/2013	4/3/2013	4/12/2013	4/18/2013	15	FLORIDA POWER & LIGHT	Station Utilities	4,491.40
3/22/2013	4/3/2013	4/12/2013	4/18/2013	27	ROADWAY WORKER TRAINING, INC	RWT Services for In House Training	12,802.97
4/5/2013	4/11/2013	4/15/2013	4/17/2013	12	BITNER GOODMAN INC	Marketing, Public Relations and Advertising Services -03/13	18,765.98
4/3/2013	4/3/2013	4/15/2013	4/17/2013	14	ERICKS CONSULTANTS	State Legislative Consultant Services - 03/13	20,500.00
3/22/2013	4/10/2013	4/15/2013	4/17/2013	26	MERIDIAN MANAGEMENT CORPORATION	Station Maintenance	5,179.91
4/2/2013	4/4/2013	4/15/2013	4/17/2013	15	MINUTEMAN PRESS	Black and white Tri-Rail train schedules	2,685.00
4/9/2013	4/11/2013	4/15/2013	4/17/2013	8	RAIL TECH CONSULTANTS INC	PIS Parts and Labor -04/13	3,808.00
4/5/2013	4/12/2013	4/15/2013	4/17/2013	12	RESPECT OF FLORIDA	Janitorial services -03/01-31/13	5,122.77
3/29/2013	4/4/2013	4/15/2013	4/17/2013	19	RITTERS PRINTING	Seat Drops	5,112.73
4/11/2013	4/12/2013	4/15/2013	4/18/2013	7	TYLER WORKS/EDEN DIVISION	2013 Tyler Support and Maintenance	60,951.86
4/11/2013	4/11/2013	4/15/2013	4/18/2013	7	WRIGHT EXPRESS FINANCIAL SERVICE	Fuel Exp -03/01-31/2013	4,568.03
3/14/2013	3/14/2013	4/16/2013	4/18/2013	35	AT&T	Reg Summ Bill -03/13	35,840.64
3/18/2013	4/10/2013	4/17/2013	4/19/2013	32	BV OIL COMPANY	Train Fuel - 2/12-3/30/13	567,320.93
4/5/2013	4/18/2013	4/17/2013	4/19/2013	14	BOMBARDIER MASS TRANSIT CORPORATION	Train Maintenance	3,175.08
4/9/2013	4/12/2013	4/18/2013	4/23/2013	14	CSX TRANSPORTATION	CSX Dispatch -01/31/13-03/31/13	35,549.45
4/16/2013	4/16/2013	4/18/2013	4/23/2013	7	FLORIDA POWER & LIGHT	Station Utilities	4,965.66
4/8/2013	4/9/2013	4/18/2013	4/22/2013	14	KAPLAN KIRSCH ROCKWELL LLP	Legal Services FEC issues -02/13	6,602.78
4/5/2013	4/5/2013	4/19/2013	4/29/2013	24	AT&T	Reg Summ Bill -04/13	35,762.83
4/16/2013	4/26/2013	4/19/2013	4/29/2013	13	CDW G	Computer Equipment	3,042.12
4/11/2013	4/26/2013	4/19/2013	4/29/2013	18	GOVCONNECTION INC	Computer Supplies	3,152.30
4/9/2013	4/25/2013	4/19/2013	4/29/2013	20	ROADMASTER ENGINEERING, INC.	Emergency Repairs and Maintenance	6,800.00
3/22/2013	4/10/2013	4/24/2013	4/26/2013	35	BOMBARDIER MASS TRANSIT CORPORATION	Commuter Rail Fleet Maintenance -03/01-31/13	1,118,695.56
4/24/2013	4/24/2013	4/25/2013	4/29/2013	5	FLORIDA POWER & LIGHT	Station Utilities	17,418.95
3/26/2013	4/10/2013	4/25/2013	4/29/2013	34	VEOLIA TRANSPORTATION SERVICE	Veolia test trains 1/29-2/2/13	4,254.36
4/23/2013	4/23/2013	4/25/2013	4/29/2013	6	PROLOGIS TRUST	Prologis Trust Office Rent -05/13	51,048.51
4/22/2013	4/23/2013	4/25/2013	4/29/2013	7	RAIL TECH CONSULTANTS INC	PIS Parts and Labor -04/13	2,800.00
4/24/2013	4/24/2013	4/25/2013	4/29/2013	5	URBAN LAND INSTITUTE	Sponsorship FEC Corridor Program on 4/17/13	5,000.00
3/20/2013	4/24/2013	4/25/2013	4/29/2013	40	PROLOGIS TRUST	Adjustment of Rent	5,022.90
				37	**TOTAL OPERATING EXPENDITURES**		**3,980,001.14**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
INFORMATION ITEM: PAYMENTS OVER $2,500
APRIL 1 THRU APRIL 30, 2013

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
						.	
3/26/2013	3/26/2013	4/4/2013	4/8/2013	13	CITY OF LAUDERHILL	Reimbursement under JARC Grant 065 -09/01-11/30/12	74,265.36
4/1/2013	4/1/2013	4/4/2013	4/8/2013	7	MAE VOLEN SENIOR CENTER	50% of Operating Expenses and 80% of Capital Expenses 09/12	23,297.86
3/22/2013	4/2/2013	4/10/2013	4/17/2013	26	BOMBARDIER MASS TRANSIT CORPORATION	Train Maintenance	28,565.82
4/4/2013	4/8/2013	4/12/2013	4/18/2013	14	ALAN JAY IMPORTS	2013 Toyota Highlander Hybrid 4WD 4 DR (SE)	35,442.00
4/4/2013	4/4/2013	4/12/2013	4/17/2013	13	CH2M HILL, INC.	Technical and Logistical Support for Projects	65,322.44
3/26/2013	4/4/2013	4/12/2013	4/18/2013	23	CUBIC TRANSPORTATION SYSTEMS	Automated Fare Collection System	85,782.57
4/9/2013	4/11/2013	4/12/2013	4/18/2013	9	G4S SECURE SOLUTIONS USA	Wackenhut HIA W/E -03/18-24/13, 3/25-31/13, 04/01-07/13	14,127.12
3/25/2013	4/11/2013	4/12/2013	4/18/2013	24	HNTB CORPORATION	Development of an ADA/FAC Compliance Design Standards	22,413.88
3/18/2013	4/5/2013	4/12/2013	4/18/2013	31	JACOBS ENGINEERING GROUP INC.	Technical and Logistical Support for Projects	7,644.08
4/8/2013	4/11/2013	4/12/2013	4/18/2013	10	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	33,245.27
3/5/2013	3/21/2013	4/16/2013	4/18/2013	44	PARSONS TRANSPORTATION GROUP	Performing General Systems Engineering Services Tasks	32,101.07
3/22/2013	3/27/2013	4/16/2013	4/18/2013	27	GANNETT FLEMING INC	Enhancing or Replacing the Existing Train Tracking and PIS	262,628.08
3/27/2013	4/11/2013	4/18/2013	4/23/2013	27	CH2M HILL, INC.	Technical and Logistical Support for Projects	98,841.75
4/11/2013	4/18/2013	4/18/2013	4/23/2013	12	JACOBS ENGINEERING GROUP INC.	Technical and Logistical Support for Projects	40,835.49
3/28/2013	4/12/2013	4/18/2013	4/23/2013	26	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	2,520.48
4/11/2013	4/23/2013	4/25/2013	4/29/2013	18	AWARE DIGITAL, INC.	Axis P1344, 1MP, IP camera 1280 x 800 HD	19,039.15
4/24/2013	4/24/2013	4/25/2013	4/29/2013	5	CITY OF PEMBROKE PINES	Reimbursement for Grant Expenses	17,713.01
4/24/2013	4/24/2013	4/25/2013	4/29/2013	5	PALMTRAN	Reimbursement Under JARC/NF Grant 052 January - March 2013	31,724.46
				18	**TOTAL CAPITAL EXPENDITURES**		**895,509.89**
		Item Total		**55**	**TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES**		**$ 4,875,511.03**

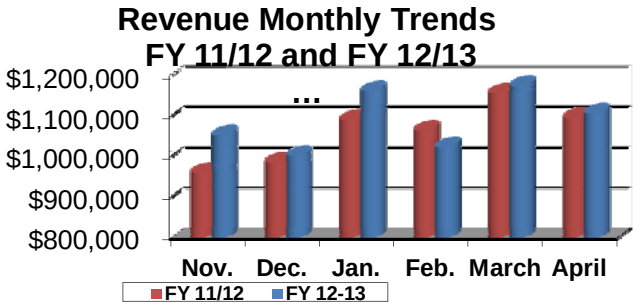
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JUNE 7, 2013
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER $2,500
APRIL 1, 2013 TO APRIL 30, 2013

INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	17	30.9%	30.9%
11-20 days	19	34.5%	65.5%
21-25 days	6	10.9%	76.4%
26-30 days	6	10.9%	87.3%
31-35 days	5	9.1%	96.4%
36-40 days	1	1.8%	98.2%
41-45 days	1	1.8%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	55	100.0%	

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- APRIL 2013

REVENUE - APRIL 2013

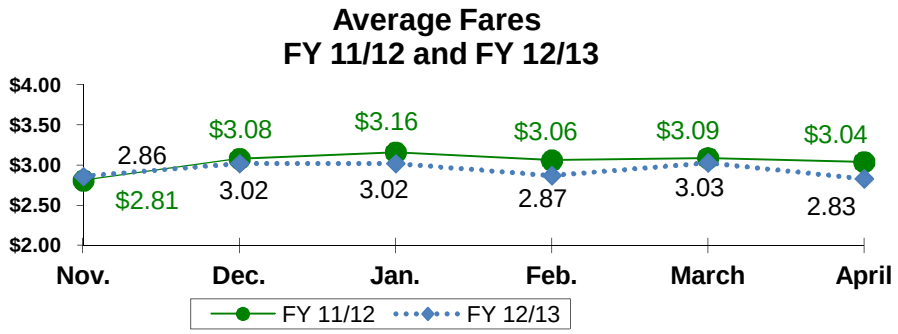
DESCRIPTION	Apr-12	Apr-13	VARIANCE	%
Weekday Sales	911,550	942,836	31,286	3.4%
Weekend Sales	162,911	150,689	(12,222)	-7.5%
Other Income	23,835	14,968	(8,868)	-37.2%
Total Revenue	1,098,297	1,108,494	10,197	0.9%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- APRIL 2013

SALES BY TICKET TYPE	APRIL 2012		APRIL 2013		PERCENT (1) CHANGE
Palm Beach Schools	34,150		30,250		-11%
Employer Disc. Program	167,964		161,447		-4%
Group Tour Sales	665		173		-74.1%
Station Sales:					
One-Way	379,071		399,892		5.5%
Roundtrip	208,288		215,583		3.5%
12 Trips	38,931		40,904		5.1%
Monthly	68,900		66,400		-3.6%
Monthly Reg. Pass	31,920		27,160		-14.9%
One-Way Discount	7,572		7,145		-5.6%
Roundtrip Discount	12,801		10,513		-17.9%
Monthly Discount	41,350		41,550		0.5%
Monthly Disc. Reg. Pass	17,220		16,800		-2.4%
Stored Value	65,449		75,412		15.2%
Card Deposits	180		298		65.6%
Total Station Sales	871,682		901,656		
Total Sales	1,074,461		1,093,525		1.8%

AVERAGE FARE	3.04	2.83

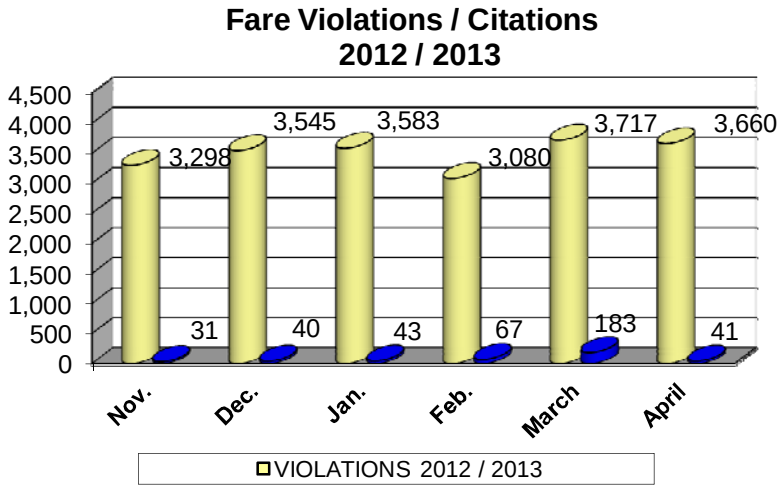


SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
NOVEMBER 2012 THROUGH APRIL 2013

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
NOVEMBER 2012	459,811	3,298	31	3,267	131%
DECEMBER 2012	439,701	3,545	40	3,504	135%
JANUARY 2013	470,956	3,583	43	3,539	129%
FEBRUARY 2013	438,921	3,080	67	3,013	124%
MARCH 2013	486,755	3,717	183	3,530	127%
APRIL 2013	486,636	3,660	41	3,618	126%
AVERAGE	463,797	3,481	68	3,412	129%

FARE EVASION %	**0.75%**

FINES	**$**	**1,551**



Solicitation Status Report
April 2013

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
13-006	**RFP**	Corporate and Community Outreach and Martketing Services	**4/7/2013**	**4/10/2013**	**4/17/2013**	**5/10/2013**	**6/7/2013**

The Cone of Silence is in effect for the above solicitation through award of contract

Solicitation Status Report
April 2013

Contract Actions Executed
Under The Executive Director's Authority
For The Month of April 2013

Contract Purchase Order No.	Contract /Project Description	Contract Action	Amount $
13-000358	**CONTRACTOR: CANNON SOLUTIONS AMERICA** **DESCRIPTION:** Relpace old copier with new Cannon IR Advance C5051 copier	Purchase Order	$10,420.00

AGENDA ITEM: J

Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of April 2013

Date Signed	Description	Contract Action	Amount $
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of April, 2013	N/A	N/A

PROPERTY TASK FORCE
CURRENT PROJECT SCHEDULE

PROJECT/PROPERTY ISSUES	DATE OF DELEGATION BY BOD	ACTION TO BE TAKEN	DELEGATION	BOD MEETING UPDATE
Boca Raton Station Phase II Joint Development - Boca Tri-Rail Center, LLC Proposal - Yamato Road Joint Venture (Atlantic Coast Developers, LLC and LB Jax Development, LLC)	February 22, 2008 June 27, 2008 August 22, 2008 October 24, 2008	Yamato Road Joint Venture was selected as preferred proposer for negotiation of a Term Sheet. Legal Counsel, staff and Board Member Smith to negotiate term sheet. Term Sheet accepted for review/action. Developer to hold public meetings for community input within 60 days. Term Sheet timeline extended.	Proposer to obtain conceptual approval from the City of Boca Raton within 7 months. Extended additional time for conceptual approval from the City.	September 23, 2008 August 22, 2008 August 22, 2008 October 24, 2008
Parking Proposal for the Tri-Rail Hollywood Station	August 22, 2008	PTF to discuss and make recommendations to the SFRTA Governing Board within 60 days.	Staff sent information to the Developer and is waiting response.	October 24, 2008
Riverbend DRI	August 22, 2008	PTF to discuss and make recommendations to the SFRTA Governing Board within 60 days.	Riverbend DRI is in the SFRPC review process.	October 24, 2008
SFRTA Administrative Headquarters Lease	April 23, 2010	PTF to review lease options	1. Staff to research properties that could potentially serve as SFRTA's Administrative Office and request proposals for rent; 2. Staff to start negotiation of the existing lease with Prologis; and 3. All proposals to be evaluated by the Property Task Force and brought back to full Board for discussion.	June 25, 2010

Last Update: May 15, 2013

SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY

MONTHLY CRIME ANALYSIS SUMMARY AND FARE EVASION REPORT

APRIL 2013

PRESENTED BY

STEVE COLLISTER
PROJECT MANAGER

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
MONTHLY CRIME ANALYSIS SUMMARY

APRIL 2013
During the month of APRIL 2013, 4014 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, one (1) Robbery, five (5) Thefts, one (1) Auto Theft, .
one (1) Auto Theft Recovery and one (1) Burglary Auto. A total of one (1) arrest was made this month for Fare Evasion.

MAJOR INCIDENTS

Theft-bicycle (P636)
Case # 04-13-1485
Occurred on 04/11/2013, Thursday, between 1700-1830 hours. Victim states his blue GT Mountain Bike was stolen from the P636 between Opa Locka and Lake Worth Station. No Police Department Case.

Theft (P623)
Case # 04-13-2101
Occurred on 04/06/2013, Tuesday, at approximately 0221 hours. Victim states she left her purse and cell phone on the table in car 1162 when she went to the restroom, upon return, his belongings were missing. No Police Case number.

OPA LOCKA STATION

ROBBERY
Case # 04-13-254
Occurred on 04/01/2013, Monday at 2245 hours. Victim, while waiting for the last bus for the evening, was robbed at gunpoint by (2) B/M's. Victim stated they took his bag, cell phone, and wallet. Victim was uninjured. Opa Locka Police Department Case # 13-401-017.

FT LAUDERDALE AIRPORT STATION

Theft
Case #04-13-2124
Occurred on 04/16/2013, Tuesday, at unknown time. Victim states unknown person(s) removed the spare tire cover and two lug nuts from his black, Honda CRV vehicle. Broward Sheriff's Office Case # 02-1304-001238.

FT LAUDERDALE STATION

Auto Theft Recovery
Case #04-13-2660
Occurred on 04/20/2013, Saturday, at 0813 hours. The officer, while on patrol, observed a red "Intrigue", with unknown make, with a rear window broken out. Upon Police Department arrival, a check of the NCIC was made and it was discovered the vehicle was involved in a home invasion robbery in Miami and reported stolen. Police Department Case # 13-45003.

Burglary Auto
Case #04-13-2661
Occurred on 04/19/2013, Friday and 04/20/13, Saturday, at 0800 hours. Victim states upon his return, he found his Ford Aerostar Van had its driver's window broken out and a black tool box containing miscellaneous tools were removed. Ft Lauderdale Police Department Case # 13-44996.

SHERIDAN STATION

Auto Theft
Case #04-13-3795
Occurred on 04/29/13, between 0530-1910 hours. Victim states he parked his gold, 2001 Ford F250, parked in the Sheridan parking lot and upon his return it was missing. Police Department responded and noted skid marks on the ground indicating vehicle may have been towed. Hollywood Police Case # 13-04-062998.

HIALEAH MARKET STATION

Theft -tailgate
Case #04-13-3783
Occurred on Monday, on 04/29/13, between 0405-1605 hours. Victim states that the tailgate was removed from his white, Toyota 2010 Tacoma. No police department case number.

BOCA RATON STATION

Theft-bicycle
Case #04-13-3591
Occurred between 04/20/13, Saturday and 04/21/13, Sunday at unknown time. Victim states she secured her pink/silver K2 Echo girls Bicycle to the rack on the west platform. Victim stated she observed the bicycle being used by an unidentified male on 04/27/2013. A search for the male and bike met with negative results. Boca Police Department Case # 2013-5877.

MONTHLY FARE EVASION REPORT

MONTH: April-2013

Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	%Violators Arrested
4/1/2013	14,534	17,215	154	1	153	0	118%	0.9%	1%	99%	0%
4/2/2013	15519	20329	158	0	157	1	131%	0.8%	0%	99%	1%
4/3/2013	15,369	18,230	134	0	134	0	119%	0.7%	0%	100%	0%
4/4/2013	16,019	20,114	132	1	131	0	126%	0.66%	1%	99%	0%
4/5/2013	13,916	17,766	104	1	103	0	128%	0.59%	1%	99%	0%
4/6/2013	6,766	7,860	71	1	70	0	116%	0.90%	1%	99%	0%
4/7/2013	5,615	7,818	69	0	69	0	139%	0.88%	0%	100%	0%
4/8/2013	16,154	20,468	150	0	150	0	127%	0.73%	0%	100%	0%
4/9/2013	15,717	20,635	138	0	138	0	131%	0.67%	0%	100%	0%
4/10/2013	15,947	18,682	133	0	133	0	117%	0.71%	0%	100%	0%
4/11/2013	16,479	19,678	159	3	156	0	119%	0.81%	2%	98%	0%
4/12/2013	14,984	19,956	152	2	150	0	133%	0.76%	1%	99%	0%
4/13/2013	6,040	7,158	91	1	90	0	119%	1.27%	1%	99%	0%
4/14/2013	5,562	7,158	65	0	65	0	129%	0.91%	0%	100%	0%
4/15/2013	15,765	19,633	168	0	168	0	125%	0.86%	0%	100%	0%
4/16/2013	15,277	21,388	137	5	132	0	140%	0.64%	4%	96%	0%
4/17/2013	15,507	18,780	123	1	122	0	121%	0.65%	1%	99%	0%
4/18/2013	15,571	19,879	157	3	154	0	128%	0.79%	2%	98%	0%
4/19/2013	14,630	18,579	129	5	124	0	127%	0.69%	4%	96%	0%
4/20/2013	6,317	6,661	67	1	66	0	105%	1.01%	1%	99%	0%
4/21/2013	5,731	6,551	80	0	80	0	114%	1.22%	0%	100%	0%
4/22/2013	15,223	19,832	140	2	138	0	130%	0.71%	1%	99%	0%
4/23/2013	15,515	20,058	118	1	117	0	129%	0.59%	1%	99%	0%
4/24/2013	15,416	19,154	132	2	130	0	124%	0.69%	2%	98%	0%
4/25/2013	15,124	19,589	128	0	128	0	130%	0.65%	0%	100%	0%
4/26/2013	15,004	20,277	130	1	129	0	135%	0.64%	1%	99%	0%
4/27/2013	6,758	7,678	74	0	74	0	114%	0.96%	0%	100%	0%
4/28/2013	5,883	6,983	72	4	68	0	119%	1.03%	6%	94%	0%
4/29/2013	15,228	18,929	136	2	134	0	124%	0.72%	1%	99%	0%
4/30/2013	15,185	19,598	159	4	155	0	129%	0.81%	3%	97%	0%
Totals	**386,755**	**486,636**	**3,660**	**41**	**3618**	**1**	**126%**	**0.75%**	**1%**	**99%**	**0%**

Weekly/Monthly Fare Inspection Report

Month: April-2013

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
04/01/13-04/07/13	87,738	109,332	822	4	817	1	125%	0.75%	0%	99%	0%
04/08/13-04/14/13	90,883	113,735	888	6	882	0	125%	0.78%	1%	99%	0%
04/15/13-04/21/13	88,798	111,471	861	15	846	0	126%	0.77%	2%	98%	0%
04/22/13-04/28/13	88,923	113,571	794	10	784	0	128%	0.70%	1%	99%	0%
04/29/13-04/30/13	30,413	38,527	295	6	289	0	127%	0.77%	2%	98%	0%
Totals	**386,755**	**486,636**	**3,660**	**41**	**3,618**	**1**	126%	0.75%	1%	99%	0%

FARE EVASION REPORT
MONTHLY COMPARISON

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

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

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

FARE EVASION REPORT

MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-01	217,992	158,234	595	201	387	7	73%	0.38%	34%	65%	1%
February-01	218,815	155,774	500	144	351	5	71%	0.32%	29%	70%	1%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	28%	71%	0%
October-01	224,865	226,566	642	221	417	4	101%	0.28%	34%	65%	0%
November-01	196,902	190,162	640	240	400	0	97%	0.34%	38%	63%	0%
December-01	197,396	181,718	666	276	381	9	92%	0.37%	41%	57%	1%
January-02	215,010	199,904	627	208	417	2	93%	0.31%	33%	67%	0%
February-02	209,444	213,042	589	172	414	3	102%	0.28%	29%	70%	1%
March-02	227,971	224,847	650	270	377	3	99%	0.29%	42%	58%	0%
April-02	239,345	225,965	661	238	420	3	94%	0.29%	36%	64%	0%
May-02	231,330	217,200	643	195	445	3	94%	0.30%	30%	69%	0%
June-02	181,749	174,081	658	259	395	4	96%	0.38%	39%	60%	1%
July-02	195,723	195,531	865	38	817	10	100%	0.44%	4%	94%	1%
August-02	225,555	231,376	880	38	841	1	103%	0.38%	4%	96%	0%
September-02	216,671	227,528	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
Page 1 Total	6,266,662	4,719,767	18,551	16,519	1,757	276	75%	0.39%	96%	9%	1%
Totals	**13,038,556**	**11,280,895**	**41,222**	**20,587**	**20257**	**379**	**87%**	**0.37%**	**50%**	**49%**	**1%**

* October 2000 MODIFIED FARE EVASION BEGINS

09/11/01 TERRORIST ATTACK

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

FARE EVASION REPORT
MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
August-03	225,003	233,605	732	27	703	2	104%	0.31%	4%	96%	0%
September-03	231,637	247,620	779	43	736	0	107%	0.31%	6%	94%	0%
October-03	252,722	257,883	1035	64	970	1	102%	0.40%	6%	94%	0%
November-03	216,440	225,123	1014	63	950	1	104%	0.45%	6%	94%	0%
December-03	223,791	222,530	1089	71	1014	4	99%	0.49%	7%	93%	0%
January-04	237,635	233,086	1038	77	958	3	98%	0.45%	7%	92%	0%
February-04	242,576	222,543	1000	73	926	1	92%	0.45%	7%	93%	0%
March-04	261,974	227,616	1006	63	941	2	87%	0.44%	6%	94%	3%
April-04	254,585	229,216	740	37	702	1	90%	0.32%	5%	95%	0%
May-04	248,924	228,334	688	31	657	0	92%	0.30%	5%	95%	0%
June-04	220,646	195,551	1046	38	1007	1	89%	0.53%	4%	96%	0%
July-04	217,550	197,139	968	49	917	2	91%	0.49%	5%	95%	0%
August-04	244,841	215,845	1066	37	1029	0	88%	0.49%	3%	97%	0%
September-04	134,259	127,913	524	18	505	1	95%	0.41%	3%	96%	0%
October-04	250,254	216,532	906	33	871	2	87%	0.42%	4%	96%	0%
November-04	247,676	235,871	947	41	904	2	95%	0.40%	4%	95%	0%
December-04	232,664	231,754	931	58	873	0	100%	0.40%	6%	94%	0%
January-05	233,079	240,361	1244	91	1147	6	103%	0.52%	7%	92%	0%
February-05	234,939	242,323	1149	90	1055	4	103%	0.47%	8%	92%	0%
March-05	271,374	268,833	1230	89	1140	1	99%	0.46%	7%	93%	0%
April-05	261,406	260,144	1500	77	1420	3	100%	0.58%	5%	95%	0%
May-05	249,519	248,817	1421	116	1297	8	100%	0.57%	8%	91%	0%
June-05	200,482	194,500	1360	107	1237	16	97%	0.70%	8%	91%	1%
July-05	186,245	183,463	1295	103	1181	11	99%	0.71%	8%	91%	1%
August-05	207,320	206,156	1224	112	1108	4	99%	0.59%	9%	91%	0%
September-05	227,227	206,899	1213	93	1118	2	91%	0.59%	8%	92%	0%
October-05	161,615	143,769	963	63	898	2	89%	0.67%	7%	93%	0%
November-05	178,032	114,184	745	39	702	4	64%	0.65%	5%	94%	1%
December-05	207,734	172,526	1347	59	1284	4	83%	0.78%	4%	95%	0%
January-06	224,188	175,605	1555	95	1457	3	78%	0.89%	6%	94%	0%
February-06	217,412	173,825	1447	74	1368	5	80%	0.83%	5%	95%	0%
March-06	248,631	199,736	1800	93	1698	9	80%	0.90%	5%	94%	1%
April-06	257,607	192,193	1776	93	1680	3	75%	0.92%	5%	95%	0%
Page 2 Total	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%
Totals	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%

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

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

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

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

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

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

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

FARE EVASION REPORT
MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,697	1966	93	1868	5	72%	0.94%	5%	95%	0%
June-06	263,417	188,847	1754	77	1675	2	72%	0.93%	4%	95%	0%
July-06	250,659	178,368	1828	86	1738	4	71%	1.02%	5%	95%	0%
August-06	269,197	197,985	1915	106	1802	7	74%	0.97%	6%	94%	0%
September-06	287,529	212,380	1842	109	1729	4	74%	0.87%	6%	94%	0%
October-06	309,013	232,544	2096	105	1986	5	75%	0.90%	5%	95%	0%
November-06	281,711	219,411	1894	97	1794	3	78%	0.86%	5%	95%	0%
December-06	271,530	220,247	2143	94	2045	4	81%	0.97%	4%	95%	0%
January-07	294,795	250,522	2201	92	2103	6	85%	0.88%	4%	96%	0%
February-07	287,357	247,655	2354	130	2220	4	86%	0.95%	6%	94%	0%
March-07	306,651	316,244	2473	129	2335	9	103%	0.78%	5%	94%	0%
April-07	274,767	316,493	2634	116	2509	9	115%	0.83%	4%	95%	0%
May-07	303,896	353,284	2874	128	2741	5	116%	0.81%	4%	95%	0%
June-07	268,097	308,831	2645	121	2519	5	115%	0.86%	5%	95%	0%
July-07	266,694	308,224	2613	117	2493	3	116%	0.85%	4%	95%	0%
August-07	295,771	331,353	2754	130	2614	10	112%	0.83%	5%	95%	0%
September-07	275,035	309,849	2385	109	2273	3	113%	0.77%	5%	95%	0%
October-07	326,094	360,151	2816	112	2698	7	110%	0.78%	4%	96%	0%
November-07	306,116	325,178	2588	133	2448	7	106%	0.80%	5%	95%	0%
December-07	294,709	308,632	2531	107	2419	5	105%	0.82%	4%	96%	0%
January-08	324,570	342,578	2655	102	2545	8	106%	0.78%	4%	96%	0%
February-08	331,830	336,290	2272	84	2179	9	101%	0.68%	4%	96%	0%
March-08	348,437	357,954	2571	77	2478	16	103%	0.72%	3%	96%	1%
April-08	352,304	374,861	2614	118	2482	14	106%	0.70%	5%	95%	1%
May-08	371,527	385,360	2893	161	2723	9	104%	0.75%	6%	94%	0%
June-08	367,215	384,174	2915	166	2743	6	105%	0.76%	6%	94%	0%
July-08	378,471	387,641	2687	123	2558	6	102%	0.69%	5%	95%	0%
August-08	353,045	367,779	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
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	280,138	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%
September-10	315,579	366,391	2462	76	2382	4	116%	0.67%	3%	97%	0%
October-10	324,265	364,612	2525	125	2398	2	112%	0.69%	5%	95%	0%
November-10	302,629	368,912	2652	91	2558	3	122%	0.72%	3%	96%	0%
December-10	295,042	352,704	2553	79	2474	0	120%	0.72%	3%	97%	0%
January-11	318,924	384,149	2575	60	2515	0	120%	0.67%	2%	98%	0%
February-11	324,224	371,381	1573	38	1535	0	114%	0.44%	2%	98%	0%
March-11	366,153	408,882	1843	34	1808	1	112%	0.45%	2%	98%	0%
April-11	335,363	398,779	2103	41	2062	0	119%	0.53%	2%	98%	0%
May-11	334,586	414,986	1316	19	1296	1	124%	0.32%	1%	98%	0%
June-11	319,299	398,088	1	1	0	0	125%	0.00%	100%	0%	0%
July-11	301,472	383,089	0	0	0	0	125%	0.00%	0%	0%	0%
August-11	332,545	452,285	0	0	0	0	136%	0.00%	0%	0%	0%
September-11	324,300	451,958	3	0	3	0	139%	0.00%	100%	0%	0%
October-11	338,034	468,232	3768	71	3697	0	139%	0.80%	2%	98%	0%
page 4-total	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%
Totals	41,304,135	40,906,373	231,697	29,272	201,630	797	99%	0.57%	13%	87%	0%

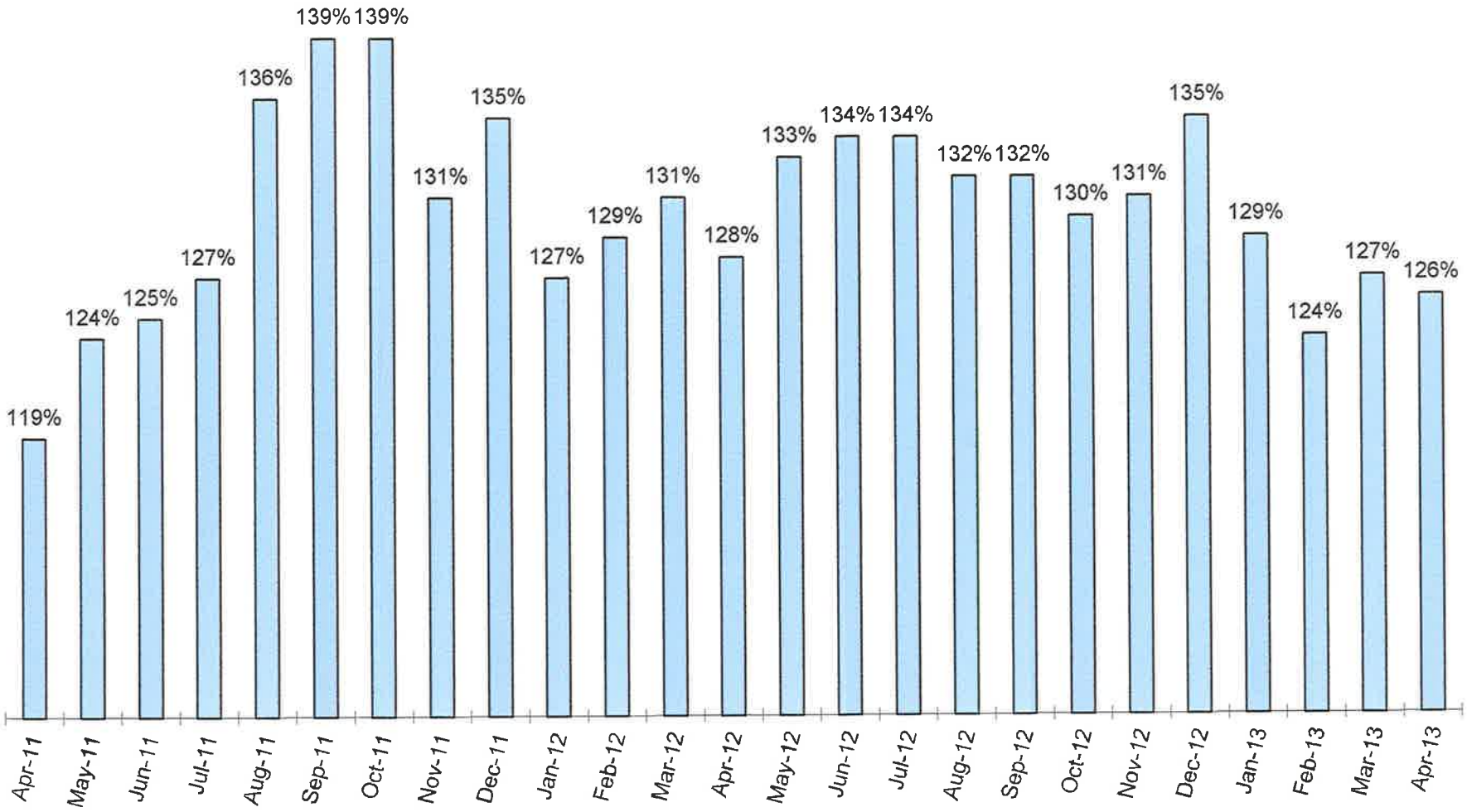
AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS
06/19/11 DUMP THE PUMP DAY
AS OF 10/03/11 ISSUING WRITTEN WARNINGS
10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET
10/22/11 ONLY WARNINGS BEING ISSUED
AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

FARE EVASION REPORT
MONTHLY COMPARISON

MONTH	Total	Total	Total	Number of	Discretion	F.S.S.	% Riders	% Riders	% Violators	% Violators	% Violators
November-11	339,550	445,877	3,443	72	3,370	1	131%	0.77%	2%	98%	0%
December-11	311,554	420,962	3435	71	3363	1	135%	0.82%	2%	98%	0%
January-12	336,772	428,741	3711	83	3627	1	127%	0.87%	2%	98%	0%
February-12	338,661	437,229	3133	66	3067	0	129%	0.72%	2%	98%	0%
March-12	364,022	476,764	3398	51	3343	4	131%	0.71%	2%	98%	0%
April-12	352,976	450,968	3178	49	3129	0	128%	0.70%	2%	98%	0%
May-12	353,854	469,435	3325	60	3264	1	133%	0.71%	2%	98%	0%
June-12	308,231	413,532	2999	37	2960	2	134%	0.73%	1%	99%	0%
July-12	302,619	405,707	3109	26	3081	2	134%	0.77%	1%	99%	0%
August-12	324,002	428,836	3099	21	3078	0	132%	0.72%	1%	99%	0%
September-12	329,319	433,572	2998	28	2970	0	132%	0.69%	1%	99%	0%
October-12	380,368	492,830	3321	29	3291	1	130%	0.67%	1%	99%	0%
November-12	350,983	459,811	3,298	31	3267	0	131%	0.72%	1%	99%	0%
December-12	326,412	439,701	3545	40	3504	1	135%	0.81%	1%	99%	0%
January-13	365,947	470,956	3583	43	3539	1	129%	0.76%	1%	99%	0%
February-13	352,773	438,921	3080	67	3013	0	124%	0.70%	2%	98%	0%
March-13	382,389	486,755	3717	183	3530	4	127%	0.76%	5%	95%	0%
April-13	386,755	486,636	3660	41	3618	1	126%	0.75%	1%	99%	0%
Totals	**47,511,322**	**48,993,606**	**291,729**	**30,270**	**260,644**	**817**	**103%**	**0.60%**	**10%**	**89%**	**0%**

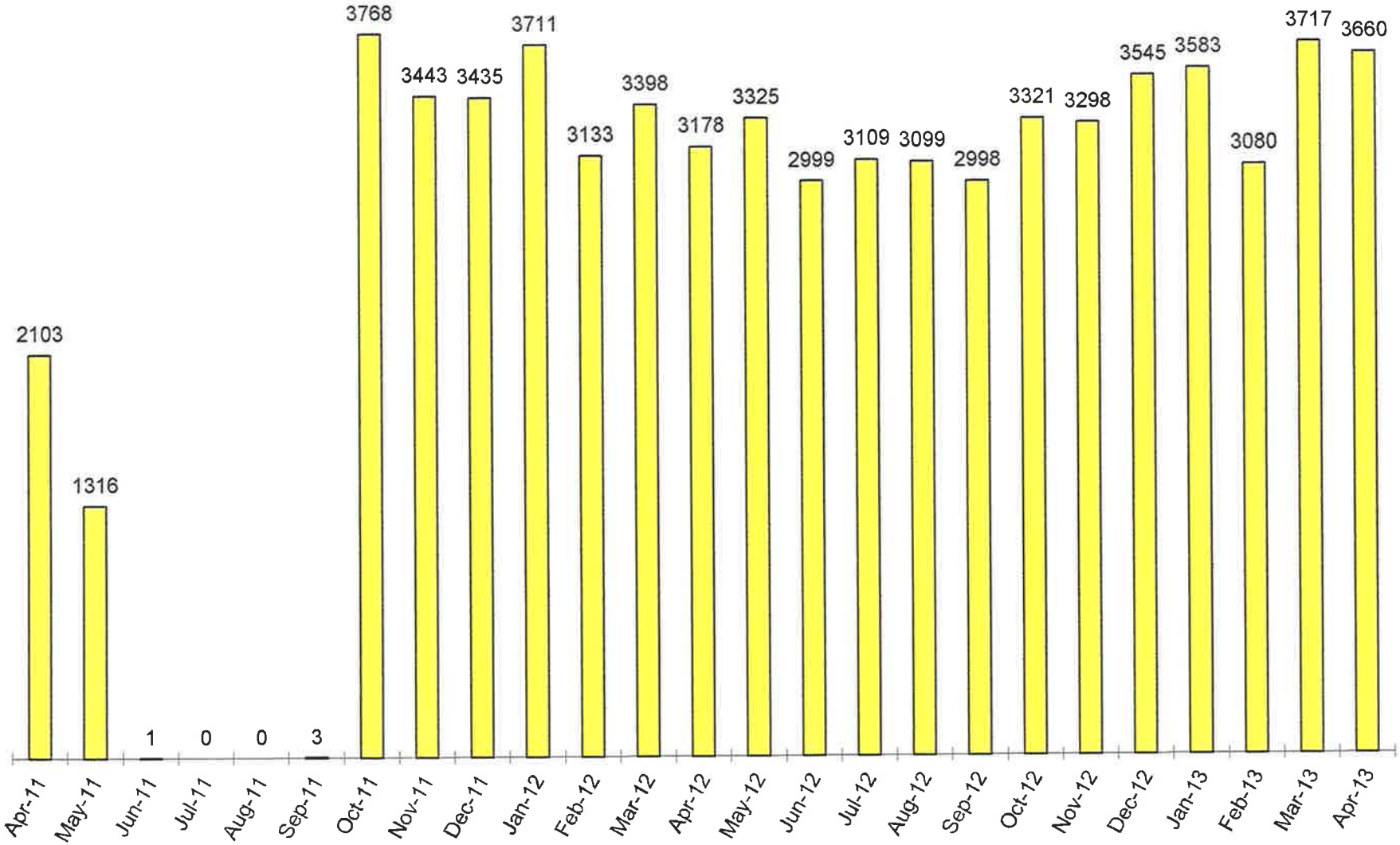
AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS
06/19/11 DUMP THE PUMP DAY
AS OF 10/03/11 ISSUING WRITTEN WARNINGS
10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET
10/22/11 ONLY WARNINGS BEING ISSUED
AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

PERCENTAGE OF RIDERS INSPECTED



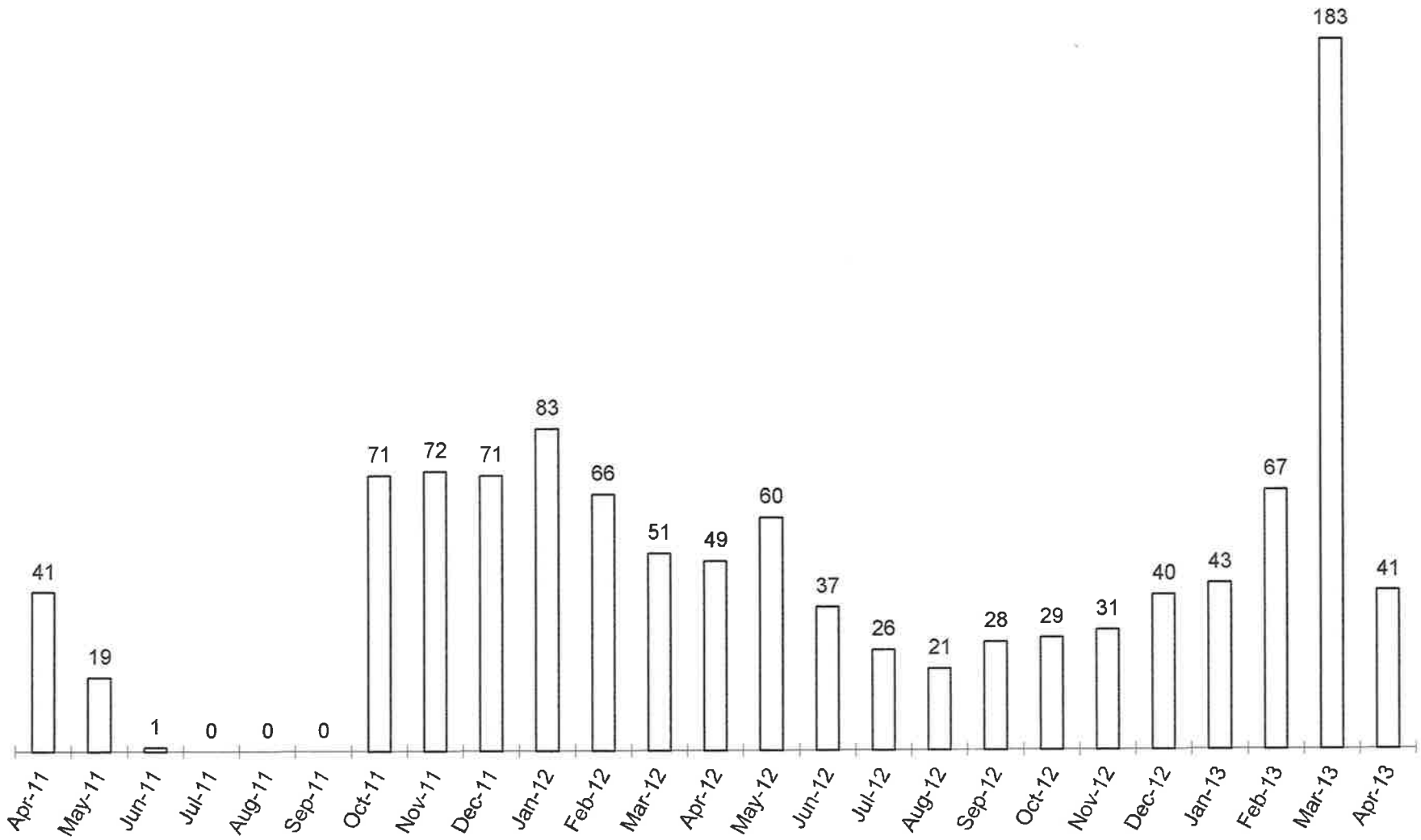
AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS / CITATIONS

FARE EVASION VIOLATIONS



AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS / CITATIONS

CITATIONS ISSUED



AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

SIX MONTH CRIME ANALYSIS
2012

CLASSIFICATION	NOV	DEC	JAN	FEB	MAR	APR
ABANDONED VEHICLE						
ALARMS	2				2	
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN					1	1
ARSON					1	
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO				1		
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO		1				
ASSAULT						1
ASSIST PASSENGER	3	4		2	1	2
ASSIST OTHER AGENCY			1			2
ATTEMPTED SUICIDE						
AUTO THEFT			1			1
AUTO THEFT - ATTEMPT						
AUTO THEFT - RECOVERY		1				1
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO					2	
BATTERY	1					
BICYCLE VIOLATIONS						
BOMBING						
BOMB THREAT						
BURGLARY						
BURGLARY ATTEMPT						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	4				1	1
BURGLARY-ATTEMPT AUTO						
CAMERA MONITORING CENTER	1					
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	12	10	4	5	8	11
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY			1	1	1	2
DEBRIS ON TRACK		1	1		1	3
DISORDERLY CONDUCT	5	4	6	7	7	4
DISTURBANCE	3	5	1	3	8	5
DRUG OFFENSE						1
DOMESTIC VIOLENCE		1				
EMS BOARD MALFUNCTION	3	4	1		1	4
ELEVATOR MALFUNCTION	10	11	14	16	19	19
ESCALATOR MALFUNCTION	4	2	1	3	2	1
ELEVATOR PHONE MALFUNCTION				1	1	
FARE EVASION- CITATIONS	31	40	43	67	183	41
FARE EVASION-WARNINGS	3267	3504	3539	3013	3530	3618
FARE EVASION-ARREST	0	1	1		4	1
FALSE IDENTIFICATION						
FIRE	1				3	
GRADE CROSSING PROBLEM	2	1	1	1	2	3
HIJACKING						
SUB-TOTAL	3349	3590	3615	3120	3778	3722

SIX MONTH CRIME ANALYSIS
2012

CLASSIFICATION	NOV	DEC	JAN	FEB	MAR	APR
ILLNESS	6	6	6	7	2	4
INJURY	2	2	1		2	1
INJURY-CPO	1	1	1	1		2
INTERFERING W/ TRAIN			1	1	1	1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	65	78	103	87	98	111
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	62	66	28	32	35	43
MISSING PERSON		1	2		2	
MISSING PERSON-LOCATED		1			1	
MOTOR VEHICLE ACCIDENT	3	1	4		1	1
PARKING PROBLEM	16	6	8	14	6	13
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP	1				1	
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY	1					
ROBBERY ARMED				2		1
ROBBERY ATTEMPT						
SAFETY HAZARD	14	10	21	13	11	11
SEXUAL BATTERY						
SEX OFFENSE (OTHER)				2		1
SIGN PROBLEM						
SLIP AND FALL	7	6	4	4	3	7
SMOKING ON TRAIN						
SOLICITATION	3	2	1		1	
STUDENT INCIDENT	3	3	1	2	2	4
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	4	2	3	2	4	6
SUSPICIOUS PERSON	5		3	1	5	6
SUSPICIOUS VEHICLE	2	2	1	1		1
SUICIDE ATTEMPT						
TELEPHONIC THREAT		1				
THEFT	3	7	1	5	2	5
THEFT-ATTEMPTED	1			2		
THROWING OBJECT AT TRAIN			1			
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN	1			1		
TRAIN VS VEHICLE		1	1	1		
TRAIN VS FIXED OBJECT						
TRESPASS	4	1	9	6	11	6
TVM GATE MALFUNCTION	6	2	2	1	1	4
TVM MALFUNCTION	84	72	84	66	71	61
SAV VALIDATOR MALFUNCTION	2			4	5	2
VEHICLE ON TRACKS			1			1
WEAPON COMPLAINT						
TOTAL REPORTS	3645	3861	3902	3375	4043	4014

CLASSIFICATIONS BREAKDOWN
APRIL 2013

CLASSIFICATION			
ABANDONED VEHICLE			
ALARMS			
ALARMS-TVM			
ALCOHOLIC BEVERAGE ON PLATFORM	AMTRACK BUILDING		1
ARSON			
ASSAULT AGGRAVATED TRANSIT AGENT / CPO			
ASSAULT-AGGRAVATED			
ASSAULT TRANSIT AGENT / CPO			
ASSAULT			1
ASSIST PASSENGER			2
ASSIST OTHER AGENCY			2
ATTEMPTED SUICIDE			
AUTO THEFT			1
AUTO THEFT - ATTEMPT			
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-ATTEMPT			
BURGLARY STRUCTURE			
BURGLARY-AUTO			1
BURGLARY-ATTEMPT AUTO			
CAMERA MONITORING CENTER			
CHEMICAL RELEASE			
CIVIL DISTURBANCE			
CREDIT CARD FRAUD			
CRIMINAL MISCHIEF	*GRAFFITTI*	*7*	11
CROSSING W/ GATE DOWN			
CYBER INCIDENT			
DAMAGED PROPERTY			2
DEBRIS ON TRACK			3
DISORDERLY CONDUCT			4
DISTURBANCE			5
DOMESTIC VIOLENCE			
DRUG OFFENSE			1
EMS BOARD MALFUNCTION			4
ELEVATOR MALFUNCTION			19
ELEVATOR PHONE MALFUNCTION			
ESCALATOR MALFUNCTION			1
FALSE IDENTIFICATION			

CLASSIFICATIONS BREAKDOWN
APRIL 2013

CLASSIFICATION				
FARE EVASION				3660
	CITATION	WARNED	ARREST	
12 TRIP NO TAP	1	95		
ZONE OVERRIDE EASY CARD	0	5	1	
INSUFFICIENT FUNDS	2	374		
NO BUS/METRORAIL TRANSFER	1	132		
NO PHYSICAL TICKET	33	2289		
NO SFRTA TRANSFER TICKET	0	31		
NO TAP EASY CARD	0	379		
OUTDATED PAPER TICKET	1	69		
UNREADABLE EASY CARD/NO TAP	0	3		
ZONE OVERRIDE PAPER TICKET	3	241		
TOTAL	41	3618	1	
COUNTERFEIT/ALTERED TICKET				
FIRE				
GRADE CROSSING PROBLEM				3
HIJACKING				
ILLNESS				4
INJURY				1
INJURY-CPO				2
INFORMATION / MISCELLANEOUS				43
INTERFERING W/ TRAIN				1
INTOXICATED PERSON				
INVESTIGATION				
KIOSK PROBLEM				
LOST/FOUND PROPERTY				111
LOUD MUSIC				
LUGGAGE				
MISSING PERSON				
MISSING PERSON-LOCATED				
MOTOR VEHICLE ACCIDENT				1
NUCLEAR RELEASE				
PARKING PROBLEM				13
PARKING LOT ACCIDENTS				
PARKING LOT VIOLATIONS				
PAYPHONE MALFUNCTION				
PULLED EMERGENCY STOP				
RECOVERED STOLEN PROPERTY				
ROBBERY				
ROBBERY-ATTEMPT				
ROBBERY ARMED				1
SABOTAGE				
SAFETY HAZARD				11
SEXUAL BATTERY				
SEX OFFENSE (OTHER)				1

CLASSIFICATIONS BREAKDOWN
APRIL 2013

CLASSIFICATION			
SIGN PROBLEM			
SLIP AND FALL			7
SMOKING ON TRAIN			
SOLICITATION			
STUDENT INCIDENT			4
BAK MIDDLE SCHOOL		2	
DREYFOOS HIGH SCHOOL		1	
G STAR	1		
LAKE WORTH			
ROOSEVELT MIDDLE SCHOOL			
BOYNTON BEACH			
OTHER			
SURFBOARDS ON TRAIN			
SUSPICIOUS INCIDENT			6
SUSPICIOUS PERSON			6
SUSPICIOUS VEHICLE			1
SUICIDE ATTEMPT			
TELEPHONIC THREAT			
THEFT			5
THEFT-ATTEMPTED			
THROWING OBJECT AT TRAIN			
TRAIN VS ANIMAL			
TRAIN VS BICYCLE			
TRAIN VS PEDESTRIAN			
TRAIN VS FIXED OBJECT			
TRAIN VS VEHICLE			
TRESPASS			6
TVM GATE MALFUNCTION			4
TVM MALFUNCTION			61
UNAUTHORIZED ANIMAL			
SAV VALIDATOR MALFUNCTION			2
VEHICLE ON TRACK			1
WEAPON-COMPLAINT			
WEAPON-CONCEALED			
SPECIAL ASSIGNMENT:			
		TOTAL INCIDENTS	**4014**

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 -(	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-0	38	0	237	584	49	165	32	3	1108
(D) SEPT-0	28	0	236	645	44	143	16	6	1118
(E) OCT-0	32	0	208	502	27	112	12	5	898
(F) NOV-0	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-0	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-0	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
SUBTOTA	**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-0	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
Sep-10	26	0	413	1628	110	166	26	13	2382
Oct-10	35	0	423	1610	145	140	31	14	2398
Nov-10	38	0	414	1745	102	204	49	6	2558
Dec-10	39	0	354	1760	113	164	37	7	2474
Jan-11	23	0	369	1814	97	152	59	1	2515
Feb-11	28	4	47	1272	59	59	63	3	1535
Mar-11	5	0	19	1506	113	79	86	0	1808
Apr-11	9	0	30	1676	180	85	82	0	2062
May-11	4	1	13	1011	147	65	54	1	1296
Jun-11	0	0	0	0	0	0	0	0	0
Jul-11	0	0	0	0	0	0	0	0	0
SUBTOTA	**6,247**	**7**	**50,036**	**105,433**	**7,214**	**23,337**	**3,810**	**1,333**	**197,417**

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

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

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-11	0	0	0	0	0	0	0	0	0
Sep-11	0	0	0	3	0	0	0	0	3
Oct-11	85	0	2	3101	230	175	104	0	3697
Nov-11	27	0	5	2836	241	176	85	0	3370
Dec-11	47	0	2	2798	223	199	94	0	3363
Jan-12	99	0	5	2973	239	200	111	0	3627
Feb-12	52	0	9	2576	177	162	91	0	3067
Mar-12	39	0	15	2768	200	188	133	0	3343
Apr-12	38	0	6	2619	211	147	108	0	3129
May-12	43	0	10	2734	233	170	74	0	3264
Jun-12	23	0	7	2486	202	175	67	0	2960
Jul-12	31	1	5	2587	209	159	89	0	3081
	6,731	**8**	**50,102**	**132,914**	**9,379**	**25,088**	**4,766**	**1,333**	**230,321**

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

Month	12 Trip Validation	Insufficent Funds	No Physical Ticket	No Tap	Zone Override	No Transfer Slip	Outdated	Comp. Ticket	Total
Aug-12	41	118	2188	283	238	138	72	0	3078
Sep-12	73	225	1941	367	165	127	71	1	2970
Oct-12	102	270	1979	467	197	182	94	0	3291
Nov-12	71	271	2069	412	206	157	81	0	3267
Dec-12	98	305	2293	382	197	142	84	3	3504
Jan-13	80	337	2324	384	196	140	78	0	3539
Feb-13	46	288	2012	299	172	134	62	0	3013
TOTAL	**7,242**	**1,822**	**64,908**	**135,508**	**10,750**	**26,108**	**5,308**	**1,337**	**252,983**

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF WARNINGS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICENT FUNDS	NO BUS/METRO TRANSFER	NO PHYSICAL TICKET	NO SFRTA TRANSFER	NO TAP EASY CARD	OUTDATED PAPER TICKET	UNREADABLE EASY CARD	ZONE OVERRIDE PAPER TICKET	TOTAL
Mar-13	89	4	374	81	2160	35	456	105	5	221	3530
13-Apr	95	5	374	132	2289	31	379	69	3	241	3618
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	184	9	748	213	4,449	66	835	174	8	462	7,148

NEW TICKETING SYSTEM IN EFFECT

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

*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	EDF 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-O4	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 DU E TO HURRICANE KATRINA AUGUST 25-28.

(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
Sep-10	1	0	8	55	10	2	0	0	76
Oct-10	1	0	18	87	14	3	2	0	125
Nov-10	0	0	8	73	4	3	2	1	91
Dec-10	2	0	11	60	5	1	0	0	79
Jan-11	1	0	3	49	4	2	1	0	60
Feb-11	1	1	0	34	0	0	2	0	38
Mar-11	0	0	1	29	2	1	1	0	34
Apr-11	0	0	0	36	3	2	0	0	41
May-11	0	0	0	17	0	0	2	0	19
Jun-11	0	0	0	1	0	0	0	0	1
Jul-11	0	0	0	0	0	0	0	0	0
TOTAL	**705**	**1**	**6,877**	**17,120**	**1,518**	**2,154**	**737**	**89**	**29,201**

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

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

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
Aug-11	0	0	0	0	0	0	0	0	0
Sep-11	0	0	0	0	0	0	0	0	0
Oct-11	0	0	0	58	0	13	0	0	71
Nov-11	0	0	0	68	0	4	0	0	72
DEC--11	0	0	0	65	2	4	0	0	71
Jan-12	1	0	0	72	1	9	0	0	83
Feb-12	0	0	0	58	6	2	0	0	66
Mar-12	0	0	0	49	2	0	0	0	51
Apr-12	0	0	0	43	4	2	0	0	49
May-12	0	0	0	50	9	1	0	0	60
Jun-12	0	0	0	34	2	0	1	0	37
Jul-12	0	0	0	25	1	0	0	0	26
TOTAL	**706**	**1**	**6,877**	**17,642**	**1,545**	**2,189**	**738**	**89**	**29,787**

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

Month	12 Trip Validation	Insufficent Funds	No Physical Ticket	No Tap	Zone Override	No Transfer Slip	Outdated	Comp. Ticket	Total
Aug-12	0	0	18	0	3	0	0	0	21
Sep-12	0	0	26	0	0	1	1	0	28
Oct-12	0	0	24	0	3	0	2	0	29
Nov-12	0	0	27	0	2	1	1	0	31
Dec-12	0	0	35	0	3	1	1	0	40
Jan-13	1	0	38	0	3	1	0	0	43
Feb-13	0	0	60	0	2	5	0	0	67
									0
									0
									0
									0
									0
									0
TOTAL	**707**	**1**	**7,105**	**17,642**	**1,561**	**2,198**	**743**	**89**	**30,046**

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF CITATIONS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICENT FUNDS	NO BUS/METRO TRANSFER	NO PHYSICAL TICKET	NO SFRTA TRANSFER	NO TAP EASY CARD	OUTDATED PAPER TICKET	UNREADABLE EASY CARD	ZONE OVERRIDE PAPER TICKET	Total
Mar-13	0	0	1	8	155	0	0	2	0	17	183
13-Apr	1	0	2	1	33	0	0	1	0	3	41
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	1	0	3	9	188	0	0	3	0	20	224

NEW TICKETING SYSTEM IN EFFECT

TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR APRIL 2013

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#

NO INCIDENTS REPORTED

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

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

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Contract Number: 11-003

Contract Name: Armed Security, Fare Enforcement and Revenue Collection

Reporting Period: 4/1/2013-4/30/2013

Prime Firm: G4S SECURE SOLUTIONS, USA

Contract Amount (as Amended) $ 27,187,835.00

Total amount invoiced for Subcontractors this period: $0
Total amount invoiced for DBE subcontractors this period: $0
Total amount invoiced for Subcontractors to Date: $0
Total amount invoiced for DBE Subcontractors to Date: $0

Name of Subcontractor	Sub Contract Amount (As Amended)	Amount Invoiced This Period	Amount Invoiced To Date	Amount Paid This Period	Amount Paid To Date	Percentage Complete
N/A		$0	$0	$0	$0	

* **Minority Group Enter:** B-Black American I-Asian American H-Hispanic American N-Native American P-Asian Pacific American O-Other
* **Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other

- If prime firm is a certified DBE firm, the prime firm's quarterly activity must also be reported.
- This form must be completed monthly and submitted with firm's application for payment.

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

1) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period? If yes, explain the arrangement, including a description of the equipment and the cost.

_____ NO

2) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period?

_____ NO

3) Did any of the DBE subcontractors subcontract any portion of its work to a non-DEB during the report period? If yes, explain fully.

_____ NO

4) Has the scope of work or the subcontract amount of any of the DBE subcontractors changed since the last report? If yes, explain fully.

_____ NO

By signing this form, the person individually and on behalf of the Firm represents to the SFRTA that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE: _____ TITLE: ADMINISTRATIVE ASSISTANT DATE: May 2, 2013

NTD INTERNET REPORTING

NON MAJOR SECURITY

Part I

Apr-13

INCIDENTS ONLY

		Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcibile Rape								
In Vehicle		0						0
In Revenue Facility		0						0
Non Revenue Facility		0						0
Right Of Way/Roadway		0						0
Robbery								
In Vehicle		0						0
In Revenue Facility		1						1
Non Revenue Facility		0						0
Right Of Way/Roadway		0						0
Aggravated Assaults								
In Vehicle		0						0
In Revenue Facility		0						0
Non Revenue Facility		0						0
Right Of Way/Roadway		0						0
Burglary								
In Vehicle		0						0
In Revenue Facility	Structure	0						0
Non Revenue Facility		0						0
Right Of Way/Roadway		0						0
Larceny/Theft Offenses								
In Vehicle		0						0
In Revenue Facility	Includes	6						6
Non Revenue Facility	Burglary	0						0
Right Of Way/Roadway	Vehicle	0						0
Motor Vehicle Theft								
In Vehicle		0						0
In Revenue Facility	Includes	1						1
Non Revenue Facility	Attempts	0						0
Right Of Way/Roadway		0						0
Arson								
In Vehicle		0						0

NTD INTERNET REPORTING

NON MAJOR SECURITY

In Revenue Facility	0						0
Non Revenue Facility	0						0
Right Of Way/Roadway	1						1

Part II

	In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
Fare Evasion (citations)	41				41
Other Assaults (arrests)	0				0
Trespassing (arrests)	0				0
Vandalism (arrests)	0				0

Other Security Issues

	In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
Bomb Threats	0				0
Bombing	0				0
Chemical / Biological / Nuclear Release	0				0
Cyber Incident	0				0
Hijacking	0				0
Non Violent Civil Disturbance	0				0
Sabotage	0				0

(1)Total Arrests
(1) Auto Theft Recovery

Total Property Damage ($)	0

G4S Secure Solutions USA
6499 Powerline Road Suite 300
Fort Lauderdale FL 33309-2044
Telephone: 954.771.5005
Fax: 954.771.5408
www.g4s.com/us

MEMORANDUM

To: Mr. Steven J. Collister, Project Manager, G4S/SFRTA

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

SUBJECT: MONTHLY ACTIVITY REPORT – APRIL 2013

Date: Friday, May 3rd 2013

I was assigned the following tasks for the month of: **APRIL 2013**

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

As the Citation Coordinator: I managed the review, sorting and filing of Citations. I filed **41** citations at the North County Regional Courthouse. I also processed any voided citations and conducted inquiries as directed by the County Court Judge, related to Fare Evasion Citations. I conducted CPR/AED training for personnel assigned to the G4S/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

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

- **SFRTA IR #: 06-12-0797– Battery on CPO – (Pending Judicial Action, 17th Judicial Circuit)**
- **SFRTA IR #: 11-12-3297 – Train vs. Pedestrian – (Fatality) – (Pending P.D. Reports)**
- **SFRTA IR #: 01-13-3747 – Human Remains located on Tracks – (Pending P.D. Reports)**

- **SFRTA IR #: 04-13-1662 – Discourtesy – (Unfounded)**
- **SFRTA IR #: 04-13-2019 – Inappropriate Enforcement Action – (Rectified by BBPD)**
- **SFRTA IR #: 04-13-3053 – Inappropriate Enforcement Action – (Rectified by BBPD**
- **UNNUMBERED COMPLAINT – (Information Only – (Referred to RTA)**
- **COMPLAINT # 20249 – Allegation of Discrimination – (Unfounded)**

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

rdc/
cc: Mr. Allen R. Yoder

Expiring Contract Report
S FL Regional Transportation Authority

Expiring Date (4/1/2013) thru (4/1/2014)

Project Manager Conrtact # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
projectmgr			
Contract Class: Payables			
Renee Matthew 02-711 PAULA PRUSINSKI	INTEGRATED FINANCIAL MGT SYSTEM SOFTWARE 010137 TYLER WORKS/EDEN DIVISION	12/31/2008 12/31/2013	5 Year Term
Brad Barkman 06-101 JOE RODRIGUEZ	TRANSITION DISP TRAIN CTRL AND YARD SERV 010512 NATIONAL RAILROAD PASSENGER	02/01/2007 03/31/2014	7 Year Term 5 year base term. 5 - 1 year renewal options. 1 option exercised, 4 options remaining.
Lauran Mehalik 06-117 BRYAN KOHLBERG	GENERAL FLAGGING SERVICES 010116 CSX TRANSPORTATION	12/08/2006 12/07/2013	7 Year Term Annual automatic renewals until cancelled by SFRTA or CSXT. No action required.
Dan Mazza 07-004 JOE RODRIGUEZ	EMERGENCY TRACKWORK FOR NEW RIVER BRIDGE 010982 ROADMASTER ENGINEERING, INC.	02/14/2008 02/13/2014	6 Year Term No renewal options
Bonnie Arnold 08-003 BOBBY BECKER	MARKETING AND ADVERTISING SERVICES 010050 BITNER GOODMAN INC	06/30/2008 07/10/2013	5 Year Term No renewal options

Expiring Contract Report
S FL Regional Transportation Authority

Expiring Date (4/1/2013) thru (4/1/2014)

Project Manager Conrtact # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
projectmgr			
Suzie Papillon	GENERAL PLANNING CONSULTANT SERVICES	11/02/2009	4 Year Term
09-007	010195 HDR ENGINEERING INC	11/01/2013	2 - 1 year renewal options. 1 option exercised - 1 optior remains.
BOBBY BECKER			
Suzie Papillon	GENERAL PLANNING CONSULTANT SERVICES	11/02/2009	4 Year Term
09-011	011208 HNTB CORPORATION	11/01/2013	2 - 1 year renewal options. 1 option exercised - 1 optior remains.
BOBBY BECKER			
Suzie Papillon	GENERAL PLANNING CONSULTANT SERVICES	11/02/2009	4 Year Term
09-012	011207 JACOBS ENGINEERING GROUP INC.	11/01/2013	2 - 1 year renewal options. 1 option exercised - 1 optior remains.
BOBBY BECKER			
Suzie Papillon	GENERAL PLANNING CONSULTANT SERVICES	11/02/2009	4 Year Term
09-013	010547 KIMLEY HORN AND ASSOCIATES	11/01/2013	2 - 1 year renewal options. 1 option exercised - 1 optior remains.
BOBBY BECKER			
Suzie Papillon	GENERAL PLANNING CONSULTANT SERVICES	11/02/2009	4 Year Term
09-014	010288 PB AMERICAS, INC	11/01/2013	2 - 1 year renewal options. 1 option exercised - 1 optior remains.
BOBBY BECKER			

Expiring Contract Report
S FL Regional Transportation Authority

Expiring Date (4/1/2013) thru (4/1/2014)

Project Manager Conrtact # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
projectmgr			
Renee Matthew	TECHNICAL SERVICES & PROC. SUPPORT AFCS	11/09/2011	3 Year Term
09-015	012040 CH2M HILL, INC.	03/22/2014	Engineering Services Through Delivery And Acceptance Of Fare Collection System.
BRYAN KOHLBERG			
Vicki Wooldridge	STATE LEGISLATIVE CONSULTANT SERVICES	07/01/2010	3 Year Term
10-010	010142 ERICKS CONSULTANTS	06/30/2013	2 - 1 year renewal options. Both options remaining.
BOBBY BECKER			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-017	010288 PB AMERICAS, INC	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-021	010549 GANNETT FLEMING INC	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-022	011776 T.Y. LIN INTERNATIONAL	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			

Expiring Contract Report
S FL Regional Transportation Authority

Expiring Date (4/1/2013) thru (4/1/2014)

Project Manager Conrtact # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
projectmgr			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-023	010289 PARSONS TRANSPORTATION GROUP	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-024	011777 EAC CONSULTING	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-025	011207 JACOBS ENGINEERING GROUP INC.	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-026	010195 HDR ENGINEERING INC	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-027	010547 KIMLEY HORN AND ASSOCIATES	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			

Expiring Contract Report
S FL Regional Transportation Authority

Expiring Date (4/1/2013) thru (4/1/2014)

Project Manager Conrtact # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
projectmgr			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	3 Year Term
10-028	010695 BERGMANN ASSOCIATES INC	10/17/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL SYSTEMS ENGINEERING SERVICES	11/04/2010	3 Year Term
10-029	010288 PB AMERICAS, INC	11/03/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL SYSTEMS ENGINEERING SERVICES	11/04/2010	3 Year Term
10-030	010289 PARSONS TRANSPORTATION GROUP	11/03/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
Suzie Papillon	GENERAL SYSTEMS ENGINEERING SERVICES	11/04/2010	3 Year Term
10-031	012040 CH2M HILL, INC.	11/03/2013	2 - 1 year options. Both options remain.
BOBBY BECKER			
	DOWNTOWN FLL TMA BUS SERVICES	10/01/2010	3 Year Term
11-004	010134 DOWNTOWN FT LAUDERDALE TMA	09/30/2013	1 renewal option - option has been exercised.
BOBBY BECKER			

AGENDA ITEM NO: N

Contract Actions Executed
Under The General Counsel's Authority
For The Month of April 2013

Date Signed	Contract /Purchase Order No.	Contract Action	Amount $	Term
4/15/2013	**13-000094** **KAPLAN KIRSCH ROCKWELL LLP** LEGAL SERVICES FEC ISSUES	Purchase Order	22,500.00	N/A
4/15/2013	**13-000186** **KAPLAN KIRSCH ROCKWELL LLP** NEGOTIATIONS OF SFOMA WITH FDOT	Puchase Order	10,000.00	N/A
4/15/2013	**13-000096** **KAPLAN KIRSCH ROCKWELL LLP** LEGAL SERVICES HOLLOWAY V. SFRTA	Puchase Order	10,000.00	N/A
4/18/2013	**13-000366** **KAPLAN KIRSCH ROCKWELL LLP** LEGAL SERVICES MOW PROCUREMENT	Puchase Order	10,000.00	N/A