

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY
GOVERNING BOARD

REGULAR MEETING AGENDA
APRIL 26, 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 APRIL 26, 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 March 22, 2013

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.

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

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

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

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

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

PRESENTATION FOR ITEMS R3-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”).

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

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

REVISED

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 Draft TIGER Grant in any form (paper or electronically), ~~the corresponding document,~~ and any associated documentation, in FTA’s Transportation Electronic Award Management (TEAM) system.

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

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

REVISED

R5. MOTION TO APPROVE: Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR ENGINEERING, INC.(TBD), 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(TBD).

Department: Engineering and Construction
Project Manager: Brandy Creed

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

REVISED

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 (WAVE).

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

Department Director: Edward Woods
Procurement Director: Christopher Cross

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.

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

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

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

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

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

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.

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

Department Director: Edward Woods
Procurement Director: Christopher Cross

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.

Department: Operations
Project Manager: Chad Betts

Department Director: Bradley Barkman
Procurement Director: Christopher Cross

INFORMATION / PRESENTATION ITEMS

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

I-1. INFORMATION - South Florida Regional Transportation Authority
Five Year Shuttle Bus Service and Financial Plan

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

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

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- February and March](#)
- D. [MARKETING COMMITTEE](#)
- E. [OPERATIONS TECHNICAL COMMITTEE](#)
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES
- J. LEGAL SERVICES COMMITTEE

MONTHLY REPORTS

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

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

L. SECURITY REPORT - March

M. EXPIRING CONTRACTS - March

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

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

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

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

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF MARCH 22, 2013

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, March 22, 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
 Bruno Barreiro, Vice Chair, Miami-Dade County Commissioner – *arrived at 10:00 a.m.*
 James A. Cummings, Citizen Representative, Broward County
 Frank Frione, Governor's Appointee
 Kristin Jacobs, Broward County Mayor
 George Morgan, Governor's Appointee
 James A. Wolfe, Florida Department of Transportation, District IV

BOARD MEMBERS ABSENT:

Marie Horenburger, Citizen Representative, Palm Beach 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
 Renee Matthews, Director of Special Projects, 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.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

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

R1. MOTION TO APPROVE: Southeast Florida Passenger Rail Coordination Memorandum of Understanding (MOU).

Board Member George Morgan moved for approval of the Agenda as amended. 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.

MATTERS BY THE PUBLIC

Mr. Michael Smith of Ft. Lauderdale, FL addressed the Board. Mr. Smith commented that as a Tri-Rail rider, funds for signage at the Miami Airport (MIC) come from federal funds and requested equal billing for Tri-Rail; AMTRAK and other transportation operations.

Mr. John Gaige of Surfside, Florida, representing the Brotherhood of Railroad Signalman (BRS), addressed the Board. He stated that the BRS recognizes that the SFRTA is preparing to take over dispatch and maintenance of the SFRC. He stated that in 2006 the BRS brought to SFRTA’s attention the 13-C Agreement that has been in effect since 1992 that stated that any new contractor was obligated to honor the Agreement. Mr. Gaige inquired as to SFRTA’s plan and intentions to include the Agreement in the RFP.

Mr. Giulietti responded that the SFRTA is aware of the 13-C Agreement and several other agreements. The SFRTA will notify all parties when it is time to submit an RFP.

Ms. Moore added that the SFRTA is aware of the obligations under the 13-C Agreement and the SFRTA does not intend to countermand them at any time.

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 February 22, 2013.

Board Member Jim Cummings moved for approval of the Consent Agenda. The motion was seconded by Mayor Kristen Jacobs.

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.

R2. MOTION TO APPROVE: Recommendation to exercise the first of two (2) one (1) year renewal options to Agreement No. 10-013 between the South Florida Regional Transportation Authority (SFRTA) and Gilly Vending Inc. for Vending Machine Services.

Board Member Jim Cummings moved for approval. The motion was seconded by Mayor Kristen Jacobs.

Mayor Jacobs stated she will not support another extension of this contract beyond this year if the contract is not followed as required. Mayor Jacobs stated she was disturbed that the vendor did not adhere to a uniform pricing structure as required in the contract.

Board Member Morgan inquired if there is an agreement that price changes must go through the SFRTA.

Ms. Moore responded that the vendor has to have approval from the SFRTA for any price changes.

Mr. Giuliatti clarified that who was distributing/servicing the various machines made a price adjustment of .25 to .50 in the different machines. This was brought to SFRTA's attention and the SFRTA discussed this with the vendor. The vendor is currently not allowed to adjust prices and they are being held to the original contract pricing.

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

R3. MOTION TO APPROVE: The South Florida Regional Transportation Authority 2013 Title VI Program Update, in accordance with Title VI of the Civil Rights Act of 1964.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member George Morgan.

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

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 Update

Mr. William Cross, Planning Manager, SFRTA gave a detailed update PowerPoint presentation on the progress of the project. Mr. Cross noted that due to the participation of several SFRTA Board Members attending the last meeting, significant progress was made. A Memorandum of Understanding (MOU) in support of the Tri-Rail Coastal Line Project is being circulated among the parties and their legal departments are fine tuning the wording. A schedule of MOU approvals and presentations is progressing. SFRTA approval is anticipated for April 26, 2013.

Mayor Kristin Jacobs moved to approve the “FEC MOU” letter. Board Member Jim Cummings seconded the motion.

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

Board discussion took place.

Board Member James Wolfe moved for approval of the SFRTA Boards support proceeding with the entire corridor project development and environmental study. 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.

Commissioner Bruno Barreiro arrived at 10:00 a.m.

I-2. PRESENTATION - The WAVE Update

Mr. William Cross, Planning Manager, SFRTA gave a detailed PowerPoint presentation on the progress of the project.

Board discussion took place.

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

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

There being no further business the meeting was adjourned at 10:47 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013

AGENDA ITEM REPORT

Consent Regular

FISCAL YEAR 2013-2014
OPERATING BUDGET

REQUESTED ACTION:

MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2013-2014 Operating Budget for \$75,315,406.

SUMMARY EXPLANATION AND BACKGROUND:

The SFRTA Operating Budget was prepared in accordance with Florida Statutes ("F.S. ") 343.58 and 341.303(4), the Federal Transit Administration grant guidelines, and the Florida Department of Transportation Joint Participation Agreements.

The SFRTA proposed Operating Budget for FY 2013-2014 is \$75,315,406, an increase of \$4,961,150 over the FY 2012-2013 Amended Operating Budget.

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

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

FISCAL IMPACT: The Operating Budget provides funding for SFRTA's FY 2013-2014 operations in the amount of \$75,315,406.

EXHIBITS ATTACHED: Exhibit 1 – FY 2013-2014 Operating Budget-Revenue
Exhibit 2 – FY 2013-2014 Operating Budget-Appropriation/Expense

FISCAL YEAR 2013-2014
OPERATING BUDGET

Recommended by: E T Woods 4-18-13
Department Director Date

Approved by: N/A
Contracts Director Date

Authorized by: Joseph M. [Signature] 4/18/13
Executive Director Date

Approved as to Form by: [Signature] 4-18-13
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

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2013-2014 OPERATING BUDGET**

REVENUE COMPARISON

	FY 2012-2013 APPROVED BUDGET	FY 2013-2014 PROPOSED BUDGET	CHANGE	% CHANGE
<u>TRAIN REVENUE</u>				
Train Service Revenue	12,080,217	12,289,106	208,889	1.73%
Interest Income/ Other Income	175,000	325,000	150,000	85.71%
TOTAL TRAIN REVENUE	\$ 12,255,217	\$ 12,614,106	\$ 358,889	2.93%
<u>OPERATING ASSISTANCE</u>				
Statutory Dedicated Funding	13,300,000	13,300,000	-	-
Statutory Operating Assistance	17,300,000	17,300,000	-	-
FTA Planning Grant	1,336,749	1,700,000	363,251	27.17%
FTA Preventive Maintenance	16,683,567	20,472,940	3,789,373	22.71%
FTA Designated Recipient Fees	50,000	618,000	568,000	1136.00%
FTA JARC/NF Program Fee	125,000	46,897	(78,103)	-62.48%
FTA JARC/NF Program Match	415,773	373,725	(42,048)	-10.11%
FHWA	4,000,000	4,000,000	-	-
Miami-Dade Statutory Operating Assistance	1,565,000	1,565,000	-	-
Broward Statutory Operating Assistance	1,565,000	1,565,000	-	-
Palm Beach Statutory Operating Assistance	1,565,000	1,565,000	-	-
Other Local Funding	192,950	194,738	1,788	0.93%
TOTAL ASSISTANCE	58,099,039	62,701,300	4,602,261	7.92%
TOTAL REVENUE	\$ 70,354,256	\$ 75,315,406	\$ 4,961,150	7.05%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2013-2014 OPERATING BUDGET**

	EXPENSES			
	FY 2012-2013 APPROVED BUDGET	FY 2013-2014 PROPOSED BUDGET	CHANGE	% CHANGE
Operations	40,794,001	41,042,063	248,062	0.61%
Train & Station Maintenance	17,353,168	20,800,300	3,447,132	19.86%
Personnel Expense	8,980,552	10,322,506	1,341,954	14.94%
General & Administrative	1,926,458	2,145,323	218,865	11.36%
Customer & Community Outreach	625,890	627,500	1,610	0.26%
Professional Fees	450,500	609,500	159,000	35.29%
Legal	698,687	843,214	144,527	20.69%
Reserve	500,000	500,000	-	-
Expenditures Transferred to Capital Budget	(975,000)	(1,575,000)	(600,000)	61.54%
TOTAL EXPENSES	\$ 70,354,256	\$ 75,315,406	\$ 4,961,150	7.05%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013

AGENDA ITEM REPORT

Consent Regular

FISCAL YEAR 2013-2014
CAPITAL BUDGET

REQUESTED ACTION:

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

SUMMARY EXPLANATION AND BACKGROUND:

The SFRTA Capital Budget was prepared in accordance with Florida State Statutes F.S. 343.58, Federal Transit Administration grant guidelines and Florida Department of Transportation Joint Participation Agreements.

The proposed FY 2013-2014 Capital Budget totals \$113,428,833 (See Exhibit 1). The Budget consists of Metropolitan Planning Organization (MPO), special taxing district, city, state, federal, and the SFRTA funds. These funds are to be used to finance the SFRTA new and on-going projects. Some of the major initiatives planned are:

- **\$78,922,707** is being budgeted for the Wave project. The funding for the \$78,922,707 is comprised of the following: \$28,322,707 is being contributed by the Florida Department of transportation (FDOT); \$18,000,000 in Transportation Investment Generating Economic Recovery (TIGER) Funds from the Federal Government; \$13,960,000 from a Special Taxing District; \$10,500,000 from the City of Ft. Lauderdale; and \$8,140,000 from the Broward MPO. The remaining \$4,277,293 will be programmed in FY 2014-2015. This brings the total projected cost of Phase 1 to \$83,200,000.

(Continued on page 2)

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

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

FISCAL IMPACT: Funding for these projects consists of \$40,000,000 in new Federal Funding, \$8,010,000 in SFRTA (County Gas Tax) Funds, \$29,558,833 in State Funding, 8,940,000 from Broward MPO, \$24,460,000 from the City of Ft. Lauderdale and the Taxing District and a Credit from Hyundai Rotem for spare parts for \$2,460,000.

EXHIBITS ATTACHED: Exhibit 1 – FY 2013-2014 Capital Projects Budget & Five Year Plan
 Exhibit 2 – FY 2013-2014 Capital Revenue Budget & Five Year Plan

FISCAL YEAR 2013-2014
CAPITAL BUDGET

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

- **\$10,043,292** of next year's Federal Transit Administration (FTA) capital funds will be used for Preventive Maintenance as part of our Operating Budget. The total Preventive Maintenance funds budgeted for operations in FY 2013-2014 is \$20,472,940. The difference is being funded using carryover from the previous fiscal year;
- **\$6,680,000** is for additional funding for new Locomotives. The estimated cost of the twelve (12) new locomotives is \$61,367,724. This \$6,680,000 brings the total amount allocated to this project to \$61,242,893. The \$124,831 difference will be programmed in the FY 2014-2015 Capital Budget;
- **\$2,600,000** is being budgeted for the Miami River Intermodal Center (MR-MICCI);
- **\$2,500,000** will be used to fund various planning studies;
- **\$1,700,000** will be used to fund the Planning Department and Administrative Support for capital projects.

FISCAL YEAR 2013-2014
CAPITAL BUDGET

Recommended by: E J Woods 4-18-13 Approved by: N/A
Department Director Date Procurement Director Date

Authorized by: [Signature] 4/18/13 Approved as to Form: [Signature] 4-18-13
Executive Director Date 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

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2013-2014

CAPITAL PROJECTS BUDGET AND FIVE YEAR PLAN

	PRIOR ALLOCATION	FY 2013-14 CAPITAL BUDGET	FIVE YEAR PLAN					TOTAL
			FY 2014-15 PROJECTED	FY 2015-16 PROJECTED	FY 2016-17 PROJECTED	FY 2017-18 PROJECTED	FY 2018-19 PROJECTED	
Project Support/Administration	5,479,535	1,700,000	1,300,000	1,450,000	1,450,000	1,500,000	800,000	13,679,535
Computer/Office Equipment/Software	480,000	100,000	300,000	-	450,000	275,000	150,000	1,755,000
New Rolling Stock (Rotem Cars)	45,719,000	-	-	-	-	-	-	45,719,000
Decolostat	1,092,000	-	-	-	-	-	-	1,092,000
79th Street Station	3,597,602	-	2,802,000	-	-	-	-	6,399,602
Planning & Capital Development	4,525,000	2,500,000	2,205,000	1,500,000	850,000	850,000	700,000	13,130,000
Hialeah Yard Improvements	1,298,287	205,000	250,000	250,000	250,000	250,000	300,000	2,803,287
Ticket Vending Machines/Smart Cards	20,695,009	-	-	-	-	-	-	20,695,009
Passenger Information System	4,873,550	378,450	-	-	-	-	-	5,252,000
Add Passenger Wi-Fi to Fleet	547,091	-	-	-	-	-	-	547,091
Non-Revenue Fleet Vehicles	200,000	75,000	-	75,000	-	75,000	-	425,000
West Palm Beach Intermodal	1,995,420	-	-	-	-	-	-	1,995,420
Pompano Beach/Delray Beach Sta Improve	18,346,554	-	-	-	-	-	-	18,346,554
Station Elevator Monitoring System	300,000	-	-	-	-	-	-	300,000
General Engineering Consultants	1,410,000	1,750,000	1,000,000	1,000,000	1,000,000	840,000	-	7,000,000
Hialeah Yard Storage Track	3,327,726	-	-	-	-	-	-	3,327,726
Hialeah Yard Repairs	133,987	-	-	-	-	-	-	133,987
New Locomotives	54,562,893	6,680,000	124,831	-	-	-	-	61,367,724
Coach Wraps & Cameras	1,900,000	-	-	-	-	-	-	1,900,000
Hialeah Yard Electric Rewiring	1,474,000	-	-	-	-	-	-	1,474,000
Bi-Level Window Replacements	559,000	-	-	-	-	-	-	559,000
Locomotive Spare Parts	659,000	-	300,000	250,000	500,000	500,000	550,000	2,759,000
Acoustical Obstruction Detection Upgrade	440,000	-	-	-	-	-	-	440,000
Door Control Station	94,000	-	-	-	-	-	-	94,000
Lower Door Control	110,000	-	-	-	-	-	-	110,000
Passenger Emergency Intercom	-	825,000	-	-	-	-	-	825,000
Transit Oriented Development (TOD II)	525,000	75,000	200,000	200,000	200,000	200,000	150,000	1,550,000
Heavy Station Maintenance/Construction	1,305,782	-	-	250,000	325,000	350,000	350,000	2,580,782
Station Beautification	889,583	135,000	135,000	135,000	135,000	135,000	135,000	1,699,583
Opa Locka Parking Lot Improvements	657,192	1,321,708	-	-	-	-	-	1,978,900
Northern Layover Facility	1,500,000	-	-	-	-	5,900,000	-	7,400,000
WAVE	-	78,922,707	4,277,293	-	-	-	-	83,200,000
Broward Mobility Hub	800,000	-	-	8,840,000	-	-	-	9,640,000
Station Improvements	595,000	-	-	-	-	-	-	595,000
Miami Airport/Hialeah Station	575,461	336,126	-	-	-	-	-	911,587
Miami River Intermodal Center (MR-MICCI)	800,000	2,600,000	2,000,000	6,500,000	6,500,000	12,000,000	-	30,400,000
Positive Train Control	1,589,500	1,000,000	2,106,000	-	-	-	-	4,695,500
Preventive Maintenance	38,940,563	10,043,292	15,160,000	17,390,000	18,040,000	18,050,000	19,865,000	137,488,855
New TOD Station	3,100,000	1,000,000	1,000,000	1,000,000	1,500,000	-	-	7,600,000
Cypress Creek Mobility Hub	-	800,000	-	-	-	8,000,000	-	8,800,000
Passenger Car Spare Parts	2,300,000	2,460,000	-	-	-	-	-	4,760,000
County Gas Tax Funds Unallocated	7,126	521,550	1,127,169	10,000	310,000	985,000	7,010,000	9,970,845
Total Capital Fund allocation by Project:	227,404,861	113,428,833	34,287,293	38,850,000	31,510,000	49,910,000	30,010,000	525,400,987

Total Prior Year Funds Expended **80,627,017**

Remaining Prior Year Funds **146,777,844**

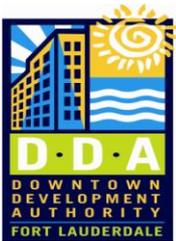
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2012-2013

CAPITAL REVENUE BUDGET AND FIVE YEAR PLAN

	PREVIOUS FUNDING	FY 2013-2014 CAPITAL BUDGET	FIVE YEAR PLAN					TOTAL
			FY 2014-2015 PROJECTED	FY 2015-2016 PROJECTED	FY 2016-2017 PROJECTED	FY 2017-2018 PROJECTED	FY 2018-2019 PROJECTED	
FTA Section 5307 - Formula Funds	\$81,637,652	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$159,637,652
FTA Section 5307 - Flex Funds	1,500,000							1,500,000
FTA Section 5307 - STP Flex Funds	800,000							800,000
FTA Section 5309 - Rail Mod.	42,045,319	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	96,045,319
FTA Section 5309 - Safetea (Earmark)	4,258,574							4,258,574
FTA Section 5308 - Tigger Funds	5,713,549							5,713,549
FTA Section - Tiger Funds		18,000,000						18,000,000
FTA Section 5317 - New Freedom	2,573,005							2,573,005
American Recovery & Reinvestment Act	16,059,215							16,059,215
FDOT GMR Funds					1,500,000	5,900,000		7,400,000
FDOT JPA'S	16,212,659	28,658,833	4,277,293					49,148,785
FDOT Trip Funds	4,352,874	900,000				6,000,000		11,252,874
MPO Funds		8,940,000		8,840,000		8,000,000		25,780,000
City of Ft. Lauderdale		10,500,000						10,500,000
Taxing District		13,960,000						13,960,000
Rotem Credit		2,460,000						2,460,000
County Gas Tax	52,252,014	8,010,000	8,010,000	8,010,000	8,010,000	8,010,000	8,010,000	100,312,014
Total Capital Revenues	\$ 227,404,861	\$ 113,428,833	\$ 34,287,293	\$ 38,850,000	\$ 31,510,000	\$ 49,910,000	\$ 30,010,000	\$ 525,400,987
Total Prior Year Funds Expended	80,627,017							
Remaining Prior Year Funds	146,777,844							

The Wave Modern Streetcar



Presentation to SFRTA Board
April 26, 2013



THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

for

**Planning, Finance, Design, Implementation,
Project Sponsorship, Ownership, Operations
and Maintenance**

Agenda Item R3

Partners & Their Respective Roles

- **SFRTA** – Project Sponsor for Federal Grants; will design and construct the WAVE; no funding obligations
- **Broward County** – Owner/Operator of the WAVE; will provide operation/maintenance funding
- **City of Ft. Lauderdale** – will provide capital funding of between \$24,460,000 to \$31,090,000
- **Broward County MPO** – will provide capital funding of between \$4,640,000 to \$8,140,000
- **Downtown Development Authority of the City of Ft. Lauderdale (DDA)** – will provide funding shortfalls (both capital and operational)

Additional Funding Partners

(not parties to WAVE Partnership Agreement)

- FDOT will provide between \$32.60 and \$35.65 million dollars
- FTA has committed \$18 million (TIGER Grant) and may commit an additional \$49.65 million (Small Starts Grant)

Project Phases

- Phase 1(A)

- approximately 1.42 miles
- funded by TIGER Grant, State and Local contributions

- Phase 1

- approximately 2.7 miles
- to be funded by Small Starts Grant (if awarded), State and Local contributions

Project Coordination

● Procurements

- SFRTA will procure design and construction and/or design/build services and rolling stock
- Partner representatives sit on evaluation committees

● Technical Advisory Group (TAG)

- Representatives from each Partner
- Work with SFRTA to oversee Project from Design through Project Handover to County
- Make recommendations throughout Project

Project Overview

- Design and Construction
 - SFRTA's responsibility
- Operations and Maintenance
 - County's responsibility
- Overlap
 - Project Handover
 - Change Orders

Change Orders

- SFRTA's Construction Oversight Committee shall approve change orders (COs), with TAG input
- County can file a Notice of Claim in the event it believes the approval or denial of a CO will increase its operating costs by more than \$125,000/year
- Any outstanding claims will be heard by an arbitration panel after Independent Expert's (IE's) recommendation

Project Handover

- Procedure for inspection, testing and evaluation of Project to transfer Project from SFRTA to County
- County and SFRTA jointly hire IE
- Independent Expert will:
 - determine if Project meets certain Acceptance Criteria
 - recommend Issuance of Final Acceptance (FA) OR what has to be done before FA can be issued

Final Acceptance Criteria

- The Project has been constructed in accordance with the approved Project Plans and Specifications;
- The Project is free from material defects; and
- The Project has received all of the required federal and state permits necessary for operation

Project Handover (cont.)

- If IE does not recommend Final Acceptance be issued, then:
 - IE must provide details about what needs to be accomplished to issue FA; and
 - County and SFRTA must try to resolve issues
 - If County and SFRTA can't resolve issues then:
 - SFRTA is to use best efforts to identify resolution; and
 - DDA to use best efforts to identify additional funding for FA to occur

Project Handover (cont.)

- If IE recommends Final Acceptance be issued:
 - Closing occurs (if County has resolved title issues):
 - within 60 days after date of recommendation,
 - but no later than 30 days after Project Handover
 - Project Handover = date County acknowledges in writing to SFRTA that it is receiving Good Title
- Project Handover = when County accepts responsibility for O/M and compliance with Federal Grants

Revenue Service

- Revenue service for the WAVE Modern Streetcar shall start by whichever occurs first:
 - 6 months after Project Handover; OR
 - By the Revenue Operations Date in the Federal Grants

Liability

- County has no responsibility or liability for acts or claims that arose or occurred prior to Project Handover
- SFRTA has liability for the Federal Grants throughout the life of the Project
 - Federal Government interprets that to be the life of the assets
 - In the event of default, the Federal Gov't will seek performance or damages from SFRTA

Default/Capital

- Should SFRTA be in default of the Federal Grants due to failure of one the Partners to meet its capital funding commitment:
 - SFRTA can seek monetary damages or specific performance from the relevant Partner(s)

Default/Operations and Maintenance by County

- If, as a result of County's failure to operate the WAVE, SFRTA is either:
 - Notified by the federal gov't that it will be found in default of a Federal Grant; OR
 - Is found in default of a Federal Grant
- Then SFRTA may:
 - assume the role of Operator; and
 - seek monetary damages from County, including County's annual operating commitment

TIGER GRANT

Agenda Item R4

- Transportation Investment Generating Economic Recovery (TIGER) Grant for \$18,000,000
 - For capital costs of Phase 1(A) of WAVE, including PMC costs
 - Up to 10% of SFRTA's administrative costs or about \$600,000/year
- SFRTA is Project Sponsor
 - Contractually obligated to maintain service through useful life of the Project

Project Management Consultant

Agenda Item R5

- FTA is requiring SFRTA to have a Project Management Consultant (PMC) for the WAVE
 - The PMC will augment SFRTA Staff and provide project management and implementation services
- PMC services include assisting on procurements for design and construction and rolling stock, preliminary design work, utilities, public outreach, and other related project tasks

Project Management Consultant

- HDR Engineering, Inc. was ranked #1 by the Evaluation and Selection Committee (comprised of SFRTA and Partner representatives)
- Fee negotiations resulted in a contract amount of \$11,335,757.21 for Phase 1
 - Used FDOT's Negotiation Handbook for Professional Services Contracts
 - Less than 5% over independent engineer's estimate
 - Approximately 8% of estimated Phase 1 cost

FDOT Joint Participation Agreement for the WAVE

Agenda Item R6

- Provides for initial State match of local funds in the amount of \$1,100,000
- JPA total commitment is up to \$32,585,000 for Phase 1(A) of the WAVE

MOU for WAVE Property

Agenda Item R7

- SFRTA, FDOT, Broward County, and City of Fort Lauderdale are parties to MOU
- Evidences parties commitment to provide necessary access, availability and usage of respective properties, including ROW, for the WAVE Project
- Term is for 30 years

QUESTIONS?

WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT BETWEEN THE CITY OF
FORT LAUDERDALE, BROWARD METROPOLITAN PLANNING ORGANIZATION,
THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT
LAUDERDALE AND BROWARD COUNTY

SUMMARY EXPLANATION AND BACKGROUND: (CONTINUED)

In 2005, the DDA, in coordination with the County, and key partners including the MPO, the FDOT, and the City of Fort Lauderdale, hired a consultant to complete an Alternative Analysis, and Environmental Assessment and Preliminary Engineering study for the Downtown Transit Circulator (DTC) aka "Wave Modern Streetcar" light rail project (the "Study"). The Study was the first step in the Wave Modern Streetcar Project (the "Project") development process for eligibility for FTA's Section 5309 Small Starts Capital Investment Grant Program, required by the FTA in order to evaluate a project for grant funding. Subsequently, SFRTA has successfully completed the Study on behalf of the partnership and obtained FTA approval.

On February 25, 2011, the SFRTA Governing Board adopted Resolution No. 11-02 (Exhibit 1) supporting the "Wave Modern Streetcar" and approving SFRTA's participation as Project Sponsor under FTA's Small Starts discretionary grant program and Designated Recipient of FTA Funds. As Project Sponsor, SFRTA will manage the design, vehicle procurement and construction of the system in conjunction with the other Partners.

The entire Wave Modern Streetcar project will be an approximately 2.7-mile electric modern streetcar system which will connect the Florida Atlantic University/Broward College downtown campus, the Broward County Courthouse/Judicial Complex, the Broward General Medical Complex, the Broward County Governmental Center, Fort Lauderdale Museum of Art, Broward County Transit's downtown transit terminal along with numerous other residential, entertainment and recreational, commercial and employment destinations (defined as Phase 1 in the Agreement). (See Exhibit 2).

In September 2011, SFRTA (on behalf of the partners) applied to FTA for \$50 million in Federal funding, under the Section 5309 Small Starts Program, for the Project. The application is still pending with FTA. In March 2012, SFRTA (on behalf of the partners) submitted a Transportation Investment Generating Economic Recovery (TIGER) grant application to the FTA for Phase 1A (the first 1.42 miles of the Wave Modern Streetcar) of the Project. In June 2012, FTA awarded an \$18 million TIGER discretionary grant ("TIGER Grant") for the project to SFRTA towards the capital costs of Phase 1A of the Project. Under the TIGER Grant agreement, SFRTA is listed as the Project Sponsor.

WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT BETWEEN THE CITY OF
FORT LAUDERDALE, BROWARD METROPOLITAN PLANNING ORGANIZATION,
THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT
LAUDERDALE AND BROWARD COUNTY

SUMMARY EXPLANATION AND BACKGROUND: (continued)

The Partnership Agreement outlines the participation of the partners for the capital funding portion of the Project (FTA, FDOT, City of Fort Lauderdale and MPO), the Project implementation for the construction portion of the Project (SFRTA) and the Project funding for operation and maintenance of the Project (County). SFRTA has agreed to lead Project planning, act as Project implementer and Sponsor and will competitively bid and procure contractor(s) for the design, and construction of the Project, and the provision of rolling stock (vehicles) for the Project. The funding provided by FTA and FDOT is pursuant to separate agreements between those entities and SFRTA, i.e. they are not parties to the Partnership Agreement.

Broward County has already approved the Partnership Agreement. Based on the current schedule, the other partners will have met and approved the Partnership Agreement prior to the SFRTA April Board Meeting.

WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT BETWEEN THE CITY OF
FORT LAUDERDALE, BROWARD METROPOLITAN PLANNING ORGANIZATION,
THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT
LAUDERDALE AND BROWARD COUNTY

Recommended by: *Daniel M. Mays* 4/18/13 Approved by: *[Signature]* 4/18/13
Department Director Date Procurement Director Date

Authorized by: *[Signature]* 4/18/13 Approved as to Form by: *[Signature]* 4-18-13
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

- | | | | |
|-----------------------------|--|-------------------------------|--|
| Commissioner Bruno Barreiro | <input type="checkbox"/> Yes <input type="checkbox"/> No | Nick A. Inamdar | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| James A. Cummings | <input type="checkbox"/> Yes <input type="checkbox"/> No | George A. Morgan, Jr. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Marie Horenburger | <input type="checkbox"/> Yes <input type="checkbox"/> No | Frank Frione | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Commissioner Kristin Jacobs | <input type="checkbox"/> Yes <input type="checkbox"/> No | Commissioner Steven L. Abrams | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| James A. Wolfe, P.E. | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RESOLUTION NO. 11-02

A RESOLUTION OF THE GOVERNING BOARD OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY EXPRESSING SUPPORT FOR THE FORT LAUDERDALE STREETCAR, THE WAVE; SFRTA'S INTENT TO PARTICIPATE AS PROJECT SPONSOR UNDER THE FEDERAL TRANSIT ADMINISTRATION'S (FTA'S) SMALL STARTS DISCRETIONARY GRANT PROGRAM; SFRTA'S INTENT TO MANAGE THE DESIGN, VEHICLE PROCUREMENT, AND CONSTRUCTION OF SAID SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by the year 2035 the Southeast Florida population is expected to increase by thirty percent, but reasonable opportunities to expand highway capacity are limited, which will dramatically worsen congestion levels and travel times; and

WHEREAS, the 2000 United States Census found the South Florida region (excluding the Everglades) to be the third most densely populated metropolitan area in the nation; and

WHEREAS, benefits of public transportation include reduced travel time, reduced congestion, enhanced safety, improved access for workers, lower transportation costs, lower business costs, lower cost of living, increased business productivity, lower prices and costs of other goods and services, and promote economic growth; and

WHEREAS, riding public transportation provides significant environmental benefits and has been cited as the best way to lower a household's carbon footprint; and

WHEREAS, investment in public transportation has been found to create more jobs than other commonly recommended economic sectors and strategies; and

WHEREAS, there is a critical need to develop adequate transit service to provide for the mobility and economic needs of Southeast Florida residents; and

WHEREAS, the WAVE is an environmentally friendly streetcar system planned for Downtown Fort Lauderdale; and

WHEREAS, the Downtown Development Authority ("DDA") has organized a coalition of partners to support the WAVE streetcar project including Broward County, the Florida Department of Transportation, the City of Fort Lauderdale, the Broward MPO, and SFRTA, among other agencies (the "Partners"); and

WHEREAS, the WAVE streetcar system could be expanded in the future to provide premium transit access from the Fort Lauderdale/Broward Boulevard Tri-Rail Station into downtown Fort Lauderdale; and

WHEREAS, the WAVE streetcar system could be expanded in the future to provide premium transit access to the Fort Lauderdale/Hollywood International Airport, the Fort Lauderdale/Hollywood Airport Tri-Rail Station, and the South Florida Education Center; and

WHEREAS, economic growth and redevelopment along the WAVE should result in new, compact residential and commercial development, including new residents and office space within walking distance of the South Florida Rail Corridor; and

WHEREAS, the Florida Department of Transportation has committed to fund 20% of the project capital costs when a FTA grant is awarded to the WAVE; and

WHEREAS, the Broward County Commission has committed to own, operate and fund on-going operations and maintenance costs of the WAVE; and

WHEREAS, the City of Fort Lauderdale pledged \$10.5M towards the local share of capital costs of the WAVE; and

WHEREAS, the City of Fort Lauderdale has transit supportive land uses in place; and

WHEREAS, the WAVE study has examined a list of transit alternatives or alignments, and a variety of transit vehicles or technologies and conducted extensive public outreach; and

WHEREAS, the SFRTA is a Designated Recipient of FTA funds; and

WHEREAS, the SFRTA has previously been a FTA Project Sponsor of a New Starts Full Funding Grant Award; and

WHEREAS, the SFRTA has procured highly specialized commuter rail locomotives and rolling stock; and

WHEREAS, the SFRTA has managed the planning, environmental review, design and construction of major rail transit improvements; and

WHEREAS, the SFRTA was created on July 1, 2003, by an act of the Florida Legislature (Florida Statutes Chapter 343) to plan, develop, own, operate, maintain, and manage transit systems in the tri-county area of Broward, Miami-Dade and Palm Beach Counties.

WHEREAS, the SFRTA mission is to “Coordinate, develop, implement, in cooperation with other government agencies and the community, a viable transportation system that improves quality of life, and promotes sustainable growth for future generations.”

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

SECTION 1. The WAVE streetcar system to be located in the City of Fort Lauderdale, serves the joint purpose of enhanced mobility and economic development.

SECTION 2. SFRTA intends to participate as Project Sponsor under FTA’s Small Starts discretionary grant program and administer funds as a Designated Recipient (DR) of FTA Funds.

SECTION 3. SFRTA intends to manage the design, vehicle procurement and construction of said system in conjunction with the other Partners.

SECTION 4. DDA is encouraged to work with SFRTA and other partners to develop an interlocal agreement for approval by their respective Boards within the next six months that defines each partner's roles and responsibilities to the WAVE streetcar system and each other.

SECTION 5. DDA is encouraged to work with local governments to develop financing mechanisms for a portion of capital costs and operation and maintenance.

SECTION 6. DDA is encouraged to work with local governments to develop complementary land use plans and local development regulations that are transit supportive.

SECTION 7. The SFRTA Governing Board hereby authorizes DDA to forward a copy of this resolution to all government agencies involved, including County commissions and officials involved in regional transit planning, the South East Florida Transportation Council, the three Metropolitan Planning Organizations, the Florida League of Cities, municipalities and Chambers of Commerce within the South Florida area, and FDOT Districts 4 and 6.

SECTION 8: Effective Date. This resolution shall become effective immediately upon its passage.

ADOPTED this 25th day of February, 2011.

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

- Commissioner Steven L. Abrams - *yes*
- Commissioner Bruno A. Barreiro, Chair - *yes*
- Member James Cummings - *yes*
- Member Marie Horenburger - *ABSTAIN*
- Commissioner Kristen Jacobs - *yes*
- Member Felix Lasarte - *yes*
- Member George Morgan, Jr. - *ABSTAIN*
- Member Gus Pego. - *yes*
- Member F. Martin Perry - *yes*

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of February, 2011.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

By: *David H. Del (a/v)*
SFRTA Secretary

ATTEST

BY *Joseph Giuliatti*
Joseph Giuliatti
Executive Director

South Florida Regional Transportation Authority

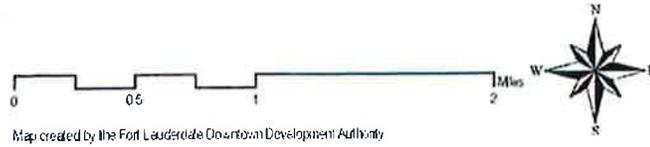
BY *Bruno Barreiro*
Commissioner Bruno Barreiro
Chair

(SFRTA seal)

Approved as to form and legal sufficiency by:

Teresa J. Moore
Teresa J. Moore
General Counsel

The Wave Streetcar Project Connectivity and Land Use



Legend	
	Streetcar Influence Zone (SIZ)
	Wave Streetcar Preferred Route
	Preferred Maintenance and Storage Facility
	Includes Downtown and South Regional Activity Centers

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

INTERLOCAL PARTNERSHIP
AGREEMENT
among
BROWARD COUNTY
and
BROWARD METROPOLITAN PLANNING ORGANIZATION
and
CITY OF FORT LAUDERDALE
and
DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF FORT LAUDERDALE
and
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
IN COORDINATION WITH OUR CAPITAL STAKEHOLDERS, THE FEDERAL
TRANSIT ADMINISTRATION AND THE FLORIDA DEPARTMENT OF
TRANSPORTATION
for
THE WAVE MODERN STREETCAR
PLANNING, FINANCE, DESIGN, IMPLEMENTATION, PROJECT SPONSORSHIP,
OWNERSHIP, OPERATIONS, AND MAINTENANCE



SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY



U.S. Department
of Transportation
Federal Transit
Administration



**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

This agreement (the "Agreement") is made and entered into by and between:
BROWARD COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY;"

and

BROWARD METROPOLITAN PLANNING ORGANIZATION, created
pursuant to Section 339.175, Florida Statutes ("F.S."), hereinafter referred to
as "BROWARD MPO;"

and

CITY OF FORT LAUDERDALE, a municipal corporation organized and
existing under the laws of the State of Florida, its successors and assigns,
hereinafter referred to as "CITY;"

and

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT
LAUDERDALE, a body politic and corporate and an agency of the City of Fort
Lauderdale as established by the laws of the State of Florida, hereinafter
referred to as "DDA;"

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body
politic and corporate and an agency of the State of Florida created pursuant
to Chapter 343, Florida Statutes, herein referred to as "SFRTA;"

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

RECITALS

WHEREAS, the parties to this Agreement are collectively referred to herein as the "PARTNERS;" and

WHEREAS, it is the purpose and intent of the PARTNERS to this Agreement, to permit DDA, BROWARD MPO, SFRTA, COUNTY and CITY to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, the Federal Transit Administration ("FTA") of the United States Department of Transportation and the Florida Department of Transportation ("FDOT") are CAPITAL STAKEHOLDERS (as defined herein) in the PROJECT and have allocated CAPITAL FUNDS for Design and Construction contingent upon the PARTNERS entering into this Agreement identifying their roles and responsibilities; and

WHEREAS, FTA and FDOT will enter into additional agreements with the SPONSOR (as defined herein) on the Federal and State requirements; and

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

WHEREAS, this Agreement is intended to generally outline the preliminary components and identify the roles and responsibilities of the PARTNERS at this stage of the PROJECT (as defined herein); and

WHEREAS, DDA coordinated the multi-governmental development of a transit and pedestrian master plan for downtown Fort Lauderdale (hereafter "Fort Lauderdale Downtown Transit/Pedestrian Master Plan"); and

WHEREAS, the Fort Lauderdale Downtown Transit/Pedestrian Master Plan identifies the benefits of implementing a downtown transit corridor program; and

WHEREAS, downtown transit corridor programs are included in the Broward County Comprehensive Plan, the City of Fort Lauderdale Comprehensive Plan, and the Broward MPO Long Range Transportation Plan; and

WHEREAS, a component of each downtown transit corridor program is a downtown transit circulator hereinafter referred to as the "WAVE MODERN STREETCAR" (as defined herein); and

WHEREAS, DDA, BROWARD MPO, CITY, COUNTY, FDOT and SFRTA have worked at the federal, state, regional, county and city level to create the WAVE MODERN STREETCAR; and

WHEREAS, the CITY adopted Resolution No. 08-71 which endorsed the WAVE MODERN STREETCAR, recommended route E-1 as the CITY's

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

preferred route and technology (the “Locally Preferred Alternative” or “LPA”), identified the CITY’s funding level and endorsed using the special assessment process to provide additional capital financial support for the WAVE MODERN STREETCAR; and

WHEREAS, the COUNTY adopted Resolution 2008-579, which supported the WAVE MODERN STREETCAR, adopted route E-1 as the COUNTY’s preferred route and technology (the LPA), approved a finance plan (not the same as the FINANCE PLAN defined herein), and committed to funding the operation and maintenance needs of the WAVE MODERN STREETCAR for 20 years, subject to the conditions stated herein; and

WHEREAS, the FTA in June 2012 awarded a Transportation Investment Generating Economic Recovery (“TIGER”) grant in the amount of Eighteen Million Dollars (\$18,000,000) to SFRTA for PHASE 1A (as defined herein), and FDOT has allocated funds as described and defined in the TIGER GRANT APPLICATION (as defined herein); and

WHEREAS, the TIGER GRANT does not provide sufficient funding for implementation of PHASE 1 (as defined herein) and so the work to be done pursuant to the TIGER GRANT has been defined herein as PHASE 1A (as defined herein); and

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

WHEREAS, the CITY, DDA and BROWARD MPO have agreed to participate in the capital funding for the WAVE MODERN STREETCAR, as addressed herein; and

WHEREAS, the DDA has committed to support all PARTNER efforts to fund capital and operating costs of the WAVE MODERN STREETCAR (as more particularly described herein) with the public, business community, and local, regional, state, and federal levels of government; and

WHEREAS, the PARTNERS agree the COUNTY should be the OWNER and OPERATOR of the WAVE MODERN STREETCAR; and

WHEREAS, COUNTY has agreed to become the OWNER and OPERATOR of the WAVE MODERN STREETCAR subject to the conditions stated herein; and

WHEREAS, SFRTA has previous experience planning transit projects following FTA requirements and has successfully completed and obtained FTA approval for the WAVE MODERN STREETCAR Alternative Analysis and Environmental Assessment and received a Finding of No Significant Impact from the FTA, as well as prepared a successful TIGER GRANT APPLICATION for the PROJECT; and

WHEREAS, SFRTA has previous experience as a SPONSOR (as defined herein) has entered into a previous Full Funding Grant Agreement

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

with the FTA, has successfully completed the design and construction of a major FTA steel-wheel transit project in South Florida, is a regional operator of Tri-Rail Commuter Rail Passenger Service, and is a FTA Designated Recipient ("DR") for FEDERAL GRANTS; and

WHEREAS, the PARTNERS agree SFRTA should be the SPONSOR and IMPLEMENTOR (as both terms are defined herein) for the WAVE MODERN STREETCAR and SFRTA has agreed to act as both, subject to the conditions stated herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the PARTNERS agree as follows:

1. RECITALS. The truth and accuracy of each of the Recitals set forth above are acknowledged by the PARTNERS and, along with the exhibits attached to this Agreement, are incorporated herein by reference.
2. DEFINITIONS
 - 2.1. ASSESSMENT shall mean a properly apportioned amount of a special assessment levied upon real property deemed to have received a special benefit from the Construction of the WAVE MODERN STREETCAR.
 - 2.2. CAPITAL FUNDS shall mean the respective Federal, State and Local shares of the capital costs (both "hard" and "soft" costs) that will be committed by the

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

PARTNERS, excluding COUNTY and SFRTA, to the PROJECT, as provided for in this Agreement.

- 2.3. CAPITAL COST OVERRUN shall mean any and all capital costs (both “hard” and “soft” costs) that exceed those anticipated in the FINANCE PLAN and ultimately agreed to in the FEDERAL GRANT AGREEMENTS.
- 2.4. CAPITAL STAKEHOLDERS shall collectively mean FTA and FDOT, both of which have allocated CAPITAL FUNDS for the PROJECT.
- 2.5. CONSTRUCTION shall mean to employ and or contract with all persons or entities necessary to complete construction activities associated with the PROJECT.
- 2.6. DESIGN shall mean professional services, including, but not limited to, architectural; civil, electrical, traffic operations, railroad, mechanical, and electrical engineering, environmental and geotechnical, necessary to complete the design activities associated with the PROJECT.
- 2.7. FEDERAL GRANTS shall mean any federal grants awarded by FTA for the PROJECT, including, but not limited to, the TIGER and the SMALL STARTS GRANTS.
- 2.8. FEDERAL GRANT AGREEMENTS shall mean any agreements between SFRTA and the federal government for CAPITAL FUNDS for the PROJECT.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

- 2.9. FINANCE PLAN shall mean the finance plan contained within the SMALL STARTS GRANT APPLICATION (see Exhibit 1), if the SMALL STARTS GRANT (or other equally valued FEDERAL GRANT(S)) is awarded, or, if the SMALL STARTS GRANT (or other equally valued FEDERAL GRANT(S)) is not awarded, it shall be the finance plan contained in the TIGER GRANT APPLICATION (see Exhibit 2). In this context, FINANCE PLAN, is not intended to mean the finance plan contained within COUNTY Resolution 2008-579.
- 2.10. FLORIDA NEW STARTS TRANSIT PROGRAM ("NSTP") shall mean the State of Florida's primary financial resource for supporting locally planned, implemented, and operated transit "guide way" capital investments implemented in the State of Florida, as specified in Section 341.051, F.S.
- 2.11. IMPLEMENTOR shall mean SFRTA, which is the PARTNER designated by all of the PARTNERS to carry out the PROJECT.
- 2.12. OPERATOR shall mean the COUNTY, which will be responsible for day-to-day operations and maintenance of the WAVE MODERN STREETCAR in accordance with all applicable agreements, including but not limited to the FEDERAL GRANTS, and local, COUNTY, State and Federal laws, for twenty (20) years following PROJECT HANDOVER.
- 2.13. OWNER shall mean the COUNTY, upon PROJECT HANDOVER.

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

- 2.14. PARTNERS shall mean, collectively, the DDA, the CITY, the COUNTY, the BROWARD MPO and SFRTA whose roles and responsibilities are addressed herein and may be further defined in future agreements between the PARTNERS.
- 2.15. PHASE I shall mean the PROJECT as described and defined in the SMALL STARTS GRANT APPLICATION, which includes PLANNING, DESIGN and CONSTRUCTION of the PROJECT through and including PROJECT HANDOVER.
- 2.16. PHASE 1A shall mean the work as described and defined in the TIGER GRANT APPLICATION, which includes PLANNING, DESIGN and CONSTRUCTION of the PROJECT through and including PROJECT HANDOVER.
- 2.17. SMALL STARTS GRANT shall mean the grant, if awarded by FTA to the IMPLEMENTOR, that provides for the PLANNING, DESIGN and CONSTRUCTION of PHASE 1.
- 2.18. SMALL STARTS GRANT AGREEMENT shall mean the agreement entered into between FTA and the IMPLEMENTOR, that provides the terms and conditions for PHASE I of the PROJECT.

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

- 2.19. SMALL STARTS GRANT APPLICATION shall mean the application dated June 2012 transmitted to FTA on behalf of the PARTNERS by SFRTA for PHASE 1.
- 2.20. TIGER GRANT shall mean the grant awarded by FTA, under the Transportation Investment Generating Economic Recovery supplementary discretionary grant program included in the American Recovery and Reinvestment Act of 2009, to SFRTA in June 2012 in the amount of Eighteen Million Dollars (\$18,000,000).
- 2.21. TIGER GRANT AGREEMENT shall mean the agreement between SFRTA and FTA for the TIGER GRANT.
- 2.22. TIGER GRANT APPLICATION shall mean the application dated March 2012, transmitted to FTA on behalf of the PARTNERS by SFRTA which requested capital funding for PHASE 1A.
- 2.23. PLANNING shall mean the development of the Alternative Analysis/Environment Assessment (AA/EA), applications for FEDERAL GRANTS, public involvement, grant preparation, conceptual design (commonly referred to as 30% design), and real property acquisition, leases and/or easements, and development of necessary agreements for the PROJECT.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

2.24. PROJECT shall mean either (a) the PLANNING, DESIGN and CONSTRUCTION of the entire approximately 2.7 mile WAVE MODERN STREETCAR system, its stations and other related ancillary facilities and the purchase of rolling stock, as more fully described in the SMALL STARTS GRANT APPLICATION, if the SMALL STARTS GRANT, or other equally valued FEDERAL GRANT(S), is awarded, and also referred to herein as PHASE 1; or (b) shall mean the PLANNING, DESIGN and CONSTRUCTION of the approximately 1.42 mile segment of the WAVE MODERN STREETCAR system, its stations and other related ancillary facilities and the purchase of rolling stock, as more fully described in the TIGER GRANT APPLICATION, if the SMALL STARTS GRANT, or other equally valued FEDERAL GRANT(S), is not awarded to fund PHASE 1, and is also referred to herein as PHASE 1A.

2.25.

PROJECT HANDOVER is defined to mean the point in time at which the COUNTY assumes responsibility for the operations and maintenance of the WAVE MODERN STREETCAR, pursuant to the terms of this Agreement.

2.26. SPONSOR shall mean SFRTA, the PARTNER that shall be the grantee under all FEDERAL GRANTS and any other Federal funding agreements for the PROJECT. The SPONSOR will also be the recipient of all CAPITAL FUNDS

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

committed by the PARTNERS and CAPITAL STAKEHOLDERS and is responsible for PLANNING.

- 2.27. YEAR OF EXPEDITURE DOLLARS shall mean the method of expressing the estimated total cost of completion of the PROJECT, as required by FTA.
- 2.28. CAPITAL COST OVERRUN shall mean any and all capital costs beyond those anticipated in the FINANCE PLAN.
- 2.29. CAPITAL COST INCREASES shall mean change orders, additional, incremental or desired features or improvements, which may include BETTERMENTS, that may exceed the PROJECT's capital budget and are caused by a PARTNER request.
- 2.30. BETTERMENTS shall mean improvements that SFRTA, in its sole discretion, determines to be beyond those required to implement the PROJECT.
- 2.31. WAVE MODERN STREETCAR shall mean the approximately 2.7 mile streetcar system approved by the CITY in Resolution No. 08-71, which endorsed the WAVE MODERN STREETCAR, recommended route E-1 as the CITY's preferred route and technology; and approved by the COUNTY in Resolution 2008-579, which supported the WAVE MODERN STREETCAR, adopted route E-1 as the COUNTY's preferred route and technology or the LPA; which is more particularly described in the SMALL STARTS GRANT APPLICATION, or, if Phase 1A is constructed and implemented, it shall mean the system as defined in the TIGER GRANT APPLICATION.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Failure to capitalize a defined term herein shall not change its meaning, as defined in this Agreement. There are also additional defined terms in this Agreement that are not contained within Section 2.

3. PURPOSE OF AGREEMENT

The purpose and intent of this Agreement is to outline the roles, responsibilities, and allocated funding for development and operation of the WAVE MODERN STREETCAR and to provide a means by which PARTNERS may express their opinions and/or concerns regarding the development of the PROJECT.

4. WAVE MODERN STREETCAR DESCRIPTION

The WAVE MODERN STREETCAR is a modern streetcar system proposed for the urban core of the City of Fort Lauderdale, the “downtown” of Broward County as more fully described in the SMALL STARTS GRANT APPLICATION. Starting from Northwest 6th Street, with the northern anchor at the Broward County Downtown Transfer Facility, the streetcars will connect the major employment centers and primary activity centers and terminate near Broward General Medical Center to the south at Southeast 17th Street. The system is approximately 2.7 miles in length, will be served by 10 stations and use four street cars, unless only Phase 1A is constructed and implemented, and then it will be the system described in the TIGER GRANT APPLICATION.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

5. INTERGOVERNMENTAL COORDINATION AND COOPERATION

The PARTNERS recognize the need for cooperation to expedite development of the PROJECT. The PARTNERS agree to coordinate their participation in the PROJECT Implementation through a designated representative appointed by each PARTNER.

5.1. DESIGNATED PARTNER REPRESENTATIVES

The PARTNERS shall each designate a representative ("Designated Partner Representative") authorized to:

- 5.1.1. Coordinate the use of the PARTNER staff assigned, and the resources allocated to, the PROJECT.
- 5.1.2. Communicate on behalf of their respective PARTNER with other Designated Partner Representatives.
- 5.1.3. Serve as the central point of contact for their respective PARTNER with regards to the PROJECT.

Designated Partner Representatives are not authorized to amend this Agreement and cannot bind their respective PARTNER to terms not specifically agreed to by the PARTNERS pursuant to this Agreement or other agreements, as may be required by the PROJECT.

5.2. CHANGES IN DESIGNATED REPRESENTATIVE

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

PARTNERS reserve the right to change their respective Designated Partner Representatives, with written notice to the other PARTNERS, at any time. An updated list of Designated Partner Representatives shall be created by the IMPLEMENTOR whenever any Designated Partner Representative is changed.

5.3. PROJECT HANDOVER

PROJECT HANDOVER is defined to mean the procedure by which the PROJECT is tested, inspected, and evaluated by the Independent Expert (as defined herein) and, if determined to meet the Acceptance Criteria (as defined herein), transferred to the COUNTY who shall then assume the responsibility for the operations and maintenance in compliance with the terms of this Agreement and the FEDERAL GRANTS, as the OWNER and OPERATOR. The process for PROJECT HANDOVER shall be as follows:

- 5.3.1. The COUNTY and SFRTA shall jointly and in good faith, select and hire an independent expert which shall be either (i) a firm who shall provide licensed professional engineers to perform the work described in this Section each with at least ten (10) years of previous experience working on federally-funded transit projects or (ii) a person(s) who is a licensed professional engineer with at least ten (10) years of previous experience working on federally-funded transit projects, and shall be qualified to test, inspect, and evaluate the

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

PROJECT for the purposes of making a determination as to whether the PROJECT meets the Acceptance Criteria (as defined herein) (the "Independent Expert"). The COUNTY and SFRTA shall each bear one half of the expenses and costs of the Independent Expert. The procurement shall be conducted by SFRTA with COUNTY input in the solicitation documents, pursuant to SFRTA's Procurement Policy, but the SFRTA and COUNTY shall each have the same number of representatives on the evaluation and selection committee, each entity shall participate in contract negotiations and each entity shall be required to approve and execute the resulting contract with the Independent Expert.

5.3.2. The COUNTY and SFRTA agree to initiate procurement of the Independent Expert no later than nine (9) to twelve (12) months prior to PROJECT Substantial Completion (as defined in the applicable PROJECT CONSTRUCTION contract) so that the notice to proceed can be issued to the Independent Expert (the "Notice to Proceed") no later than three (3) months prior to the then-anticipated PROJECT Substantial Completion.

5.3.3. The COUNTY and SFRTA shall jointly prepare and issue the Notice to Proceed to the Independent Expert instructing the Independent Expert to become familiar with the PROJECT and, once PROJECT

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Substantial Completion has been obtained, to commence the testing, evaluation, and inspection of the PROJECT to determine whether Final Acceptance (as defined in the applicable PROJECT CONSTRUCTION contract) should be issued. The Notice to Proceed shall include reasonable timeframes for the Independent Expert to perform such testing, evaluation and inspection and to prepare a written report. The Independent Expert's written report shall summarize its conclusions as to whether the Acceptance Criteria have been satisfied and if Final Acceptance should be issued and if not, what needs to be accomplished in order for the Independent Expert to recommend that Final Acceptance be issued (the "Report"). The determination of whether Final Acceptance should be issued requires a determination by the Independent Engineer that the PROJECT: (i) has been constructed in accordance with the approved PROJECT Plans and Specifications; (ii) is free from material defects; and (iii) has received all of the required federal and state permits necessary for operation of the WAVE MODERN STREETCAR, if applicable. A determination by the Independent Expert that the criteria in (i), (ii), and (iii) above (the "Acceptance Criteria") have not been satisfied, shall warrant a recommendation that Final Acceptance for the PROJECT should not be issued and conversely, a

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

determination that the Acceptance Criteria have been satisfied shall warrant a recommendation that Final Acceptance for the PROJECT shall be issued.

5.3.4. The findings of the Independent Expert shall be binding on the COUNTY and SFRTA.

5.3.5. Beginning no later than PROJECT Substantial Completion, the COUNTY shall make all good faith efforts to work diligently and expeditiously to determine that it is receiving good title to all property required to be transferred to the COUNTY by this Agreement, including but not limited to obtaining title commitments and addressing exceptions, free from any liens, claims of liens or other encumbrances ("Good Title").

5.3.6. If the Independent Expert recommends Final Acceptance be issued for the PROJECT, the COUNTY shall make all good faith efforts to diligently and expeditiously finalize any title issues which remain and to close on all property required to be transferred to the COUNTY by this Agreement no later than sixty (60) days following the date of the Report recommending Final Acceptance. PROJECT HANDOVER shall be deemed to have occurred on the date the COUNTY notifies SFRTA in writing that it has determined it is receiving Good Title. Closing shall occur no later than thirty (30) days

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

thereafter and at that time the COUNTY shall become the OWNER and OPERATOR and shall assume the operations and maintenance obligations of the WAVE MODERN STREETCAR, pursuant to the terms of this Agreement and shall initiate revenue service consistent with the terms of the FEDERAL GRANTS. Revenue service of the WAVE MODERN STREETCAR shall be commenced by the COUNTY no later than six (6) months following PROJECT HANDOVER or the Revenue Operations Date ("ROD") in the FEDERAL GRANTS, whichever is sooner.

5.3.7. If the Independent Expert finds that the PROJECT fails to meet the Acceptance Criteria, the Independent Expert shall provide a detailed statement in the Report describing the conditions which caused the failure to meet the Acceptance Criteria and recommendations for satisfying the Acceptance Criteria. Notwithstanding any such determination, the COUNTY shall still continue to make all good faith efforts to diligently and expeditiously determine if it is receiving Good Title.

5.3.8. The COUNTY and SFRTA shall jointly, expeditiously, and in good faith, attempt to resolve the issues resulting in the failure to meet the Acceptance Criteria. The COUNTY shall not be required to assume the operations and maintenance of the WAVE MODERN

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

STREETCAR until the Independent Expert has concluded that the Acceptance Criteria have been met and recommends issuance of Final Acceptance for the PROJECT.

5.3.9. If the COUNTY and SFRTA cannot resolve the issues resulting in the failure to meet the Acceptance Criteria, SFRTA shall use its best efforts to identify a resolution and, if necessary, the DDA shall use its best efforts to obtain additional funding in order for the PROJECT to meet the Acceptance Criteria, as determined by the Independent Expert, and be issued Final Acceptance.

5.3.10. The occurrence of PROJECT HANDOVER also represents an acknowledgement by the COUNTY that it has accepted title and responsibility for, and has the authority to perform: (a) the WAVE MODERN STREETCAR operation and maintenance, fare collection, and financial reporting, and (b) compliance with such portions of the FEDERAL GRANTS which relate to the specific obligations of the COUNTY, including, but not limited to, cooperating with the SPONSOR to address FEDERAL GRANT requirements post-PROJECT HANDOVER, including but not limited to the preparation of the Before and After Study.

5.3.11. COUNTY shall have no responsibility or liability for acts or claims that arose or occurred prior to PROJECT HANDOVER.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

5.3.12. COUNTY shall be a third party beneficiary for any warranties issued for the PROJECT.

5.3.13. SFRTA shall include language in any Design or Construction contracts for the PROJECT that the applicable consultant or contractor acknowledges and agrees that any claims against the consultant or contractor, which may arise during the operation and maintenance of the WAVE MODERN STREETCAR, may be brought against the consultant or the contractor by either SFRTA or the COUNTY.

5.4. Additional Agreements.

The PARTNERS agree to enter into additional agreements, as may be necessary, between the PARTNERS or with the CAPITAL STAKEHOLDERS, to effectuate the terms of this Agreement.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

6. PROJECT FUNDING FOR CAPITAL COSTS

The proposed PROJECT funding for Phase I is as specified in Exhibit 1, and the proposed PROJECT funding for PHASE 1A is specified in Exhibit 2. The COUNTY agrees to fund the WAVE MODERN STREETCAR's operations and maintenance needs for twenty (20) years following PROJECT HANDOVER, subject to the PROJECT having received all of the expected capital grants and funding necessary to complete the PROJECT, and the occurrence of PROJECT HANDOVER. The COUNTY and SFRTA shall have no obligation to fund the costs of any capital improvements associated with the PROJECT. The PARTNERS recognize and acknowledge that reimbursement for the PROJECT costs from FEDERAL GRANTS is contingent upon SFRTA's receipt of Local Funds.

6.1 FEDERAL FUNDS

The PARTNERS acknowledge and agree that SFRTA has obtained the TIGER GRANT that allows Phase 1A to be completed and implemented. The PARTNERS also acknowledge and agree that it is highly desirable and more efficient to construct the entire PROJECT, i.e. PHASE 1A and PHASE 1. SFRTA will enter into agreements for the FEDERAL GRANTS as described below:

- 6.1.1. Consistent with the FINANCE PLAN, SFRTA, as SPONSOR, will seek funding for the PROJECT from FTA pursuant to the 49 U.S.C 5309 Capital Investment Grant Program ("Section 5309 Capital Investment

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Grant Program"), for fifty percent (50%) of the capital funding for the PROJECT.

- 6.1.2. SFRTA agrees to fully explore and pursue all reasonably feasible federal funding options and opportunities to obtain all or a portion of required federal funds identified in the FINANCE PLAN.
- 6.1.3. PARTNERS acknowledge FTA's award of the TIGER Grant to SFRTA has resulted in partial capital funding that will allow for Phase 1A to be completed and implemented.
- 6.1.4. SFRTA and the PARTNERS acknowledge and agree that SFRTA will continue to pursue federal funding for implementation of Phase I as long as the schedule for the PROJECT is not impacted since all PARTNERS recognize that full implementation of the PROJECT, i.e. PHASE 1, is desirable and that significant cost savings should accrue to the benefit of the PARTNERS providing Capital Funds.

6.2. STATE FUNDS

The PARTNERS acknowledge and agree that the ability to proceed with the PROJECT is contingent upon FDOT providing CAPITAL FUNDS as described below:

- 6.2.1. For PHASE 1 and PHASE 1A, FDOT has allocated funding from the FLORIDA NEW STARTS TRANSIT PROGRAM ("NSTP") administered by FDOT. The NSTP may fund up to fifty percent (50%) of a project, not

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

to exceed the local share, through a dollar-for-dollar match of the local share of the project cost for transit fixed guide-way projects that qualify under the FTA New Starts Program and are consistent with the FINANCE PLAN. It is anticipated that FDOT will fund up to twenty-five percent (25%) of PHASE I, not to exceed the local share (see Exhibit 1) and up to thirty-nine percent (39%) of PHASE 1A, not to exceed the Local share, where "Local" shall be defined to mean non-federal and non-state capital dollars for the PROJECT.

6.2.2. FDOT shall have no obligation to fund operations and maintenance costs for the WAVE MODERN STREETCAR.

6.3. LOCAL FUNDS.

The CITY agrees to provide a total amount of CAPITAL FUNDS for PHASE 1 of Thirty One Million, Ninety Thousand Dollars (\$31,090,000) or Twenty Four Million Four Hundred and Sixty Thousand Dollars (\$24,460,000) for PHASE 1A ("CITY'S CAPITAL FUNDS") which shall be comprised as follows:

6.3.1. Ten Million Five Hundred Thousand Dollars (\$10,500,000) or an equivalent combination of capital contribution; payable by in-kind services, real or personal property, cash or any other means as mutually agreed to by the CITY and SPONSOR (the "CASH AMOUNT"). Land in lieu of cash must meet all applicable State and Federal requirements and specific requirements

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

of all funding grants and agreements specific to the PROJECT, with the FTA Federal process to be utilized to determine the appraised value of the land. All land and other agreements, as necessary to effectuate the terms of this Agreement, will be between the SPONSOR and CITY to meet FTA requirements, but all real property necessary for the COUNTY to operate and maintain the WAVE MODERN STREETCAR will be transferred to the COUNTY, as OWNER and OPERATOR, at the time of PROJECT HANDOVER.

6.3.1.1. The CITY agrees to transfer to SFRTA One Million One Hundred Thousand Dollars (\$1,100,000) of the CASH AMOUNT within three (3) months of the signing of this Agreement.

6.3.1.2. The CITY agrees to transfer to SFRTA the remainder of the CASH AMOUNT no later than June 30, 2014.

6.3.2. The CITY shall use an ASSESSMENT process to raise an additional Twenty Million, Five Hundred and Ninety Thousand Dollars (\$20,590,000) or Thirteen Million, Nine Hundred and Sixty Thousand Dollars (\$13,960,000), if only PHASE 1A is implemented, from the net proceeds of a bond issue (the "ASSESSMENT AMOUNT"), as a portion of the CITY's CAPITAL FUNDS. The CITY will transmit to SFRTA the entire ASSESSMENT AMOUNT by December 31, 2013. The CITY agrees to issue bonds payable

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

solely from the ASSESSMENT to provide for the CAPITAL FUNDS for the PROJECT, as a prerequisite to the execution by SPONSOR of the FEDERAL GRANT AGREEMENTS.

6.3.3. CITY shall have no obligation to fund the operations and maintenance costs for the WAVE MODERN STREETCAR.

6.3.4. CITY shall budget a minimum of One Million One Hundred Thousand Dollars (\$1,100,000) in CITY's Budget for the fiscal year commencing on October 1, 2012, and ending September 30, 2013 and Four Hundred Thousand Dollars (\$400,000) in the following fiscal year.

6.3.5. The BROWARD MPO has programmed Eight Million One Hundred and Forty Thousand Dollars (\$8,140,000) consistent with the PHASE 1A FINANCE PLAN or Four Million Six Hundred and Forty Thousand Dollars (\$4,640,000) consistent with the PHASE 1 FINANCE PLAN, in the 12/13 State Fiscal Year ("BROWARD MPO CAPITAL FUNDS").

6.3.6. To satisfy both state and federal local matching requirements, the BROWARD MPO CAPITAL FUNDS, which are considered Federal for State matching purposes, must be "exchanged" with another PARTNER's eligible capital dollars. The BROWARD MPO will use its best efforts to expeditiously "exchange" the BROWARD MPO CAPITAL FUNDS with Local dollars on another eligible capital project to use those replaced Local dollars, equaling the same amount as the BROWARD MPO CAPITAL FUNDS, towards the

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

PROJECT. No later than December 31, 2013, the BROWARD MPO shall provide SFRTA with the BROWARD MPO CAPITAL FUNDS equaling \$4,640,000, if PHASE 1 is to be implemented, or the total amount of the BROWARD MPO CAPITAL FUNDS, if only PHASE 1A is to be implemented. If the applicable amount of BROWARD MPO CAPITAL FUNDS are not "exchanged" at the same time, the BROWARD MPO agrees to provide SFRTA with any portion of same as it becomes available.

7. FUNDING FOR OPERATION AND MAINTENANCE COSTS

Upon PROJECT HANDOVER, the COUNTY shall be solely responsible for all operational and maintenance costs of the WAVE MODERN STREETCAR for twenty (20) years.

1. CAPITAL FUNDS MANAGEMENT

1.1. SFRTA, acting as SPONSOR, will receive all CAPITAL FUNDS provided by PARTNERS and CAPITAL STAKEHOLDERS, as described herein, and will have sole responsibility for payments associated with the capital costs of the PROJECT consistent with the FEDERAL GRANT AGREEMENTS and this Agreement. All PARTNERS responsible for contributing CAPITAL FUNDS agree to enter into future agreements, as may be required by SFRTA, to transfer their respective CAPITAL FUNDS to SFRTA for the sole purpose of funding the capital costs of the PROJECT in a timely fashion and as provided for in this Agreement. Funding by FDOT will be contingent upon the

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

PARTNERS adopting this Agreement and upon execution of a Joint Participation Agreement ("JPA") between FDOT and SFRTA, setting forth the required terms and conditions of the FDOT Capital Funds for the PROJECT as outlined in Section 6.2 of this Agreement.

- 1.2. SFRTA agrees to set up accounting methods necessary to track all revenues and expenditures specific to the PROJECT and will provide a clear accounting of all Capital Funds received, expended and available throughout the life of the FEDERAL GRANT AGREEMENTS, as required by the FTA, except for those responsibilities assumed by the COUNTY after PROJECT HANDOVER, pursuant to the terms of this Agreement. SFRTA will prepare quarterly financial reports for the PARTNERS until PROJECT HANDOVER occurs.
- 1.3. SFRTA shall be reimbursed in an amount not to exceed ten percent (10%) of all Federal Funds for which SFRTA acts as the FTA Designated Recipient ("DR"), regardless of the type of funding agreement (the "Administrative Fee"). The Administrative Fee will defray SFRTA's costs associated with SFRTA's role in development of the PROJECT, including, but not limited to, acting as the SPONSOR, IMPLEMENTOR and DR. SFRTA, to the extent allowed by FTA, may enter into third-party agreements for PROJECT services and support that may be eligible for reimbursement from the Administrative Fee. SFRTA shall provide the "cash float" necessary between payment of invoices and

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

reimbursement by FDOT and FTA of the FEDERAL GRANT funds during the PROJECT.

1.4.

At some time following PROJECT HANDOVER, SFRTA shall, pursuant to the requirements of the FEDERAL GRANT AGREEMENTS, the JPA, any capital funding agreements entered into with the PARTNERS ("Applicable Agreements") and any applicable accounting requirements and principles, determine if there are any CAPITAL FUNDS remaining after all of its obligations under the Applicable Agreements have been satisfied. Should there be any remaining CAPITAL FUNDS, SFRTA shall return such monies to the PARTNERS or CAPITAL STAKEHOLDERS pursuant to the terms of the Applicable Agreements.

1.5.

The PROJECT capital budget includes the cost of utility relocation and these costs will be handled like all other PROJECT capital costs. The PARTNERS agree to utilize their best efforts to minimize any schedule impacts and shall require utilities within their rights of way to be moved at no cost to the PROJECT, when that option is legally available to the CITY, COUNTY and STATE.

9 FINANCE PLAN CHANGES

PARTNERS acknowledge and recognize that changes to the FINANCE PLAN may be required as either scope or available funds for the PROJECT change.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

10 CAPITAL COST OVERRUNS

10.1 The intent of all PARTNERS is that the PROJECT shall be constructed within the identified and agreed upon capital budget with no CAPITAL COST OVERRUNS beyond those handled through the approved capital budget contingencies. The PARTNERS agree the IMPLEMENTOR shall have authority to change the scope of the PROJECT, consistent with the FEDERAL GRANT requirements, to save and reduce costs to maintain the approved capital budget. SFRTA will make all reasonable efforts and use best practices to avoid exceeding the applicable PROJECT capital budget, as identified in Exhibits 1 and 2. SFRTA is responsible for ensuring that the capital budget is maintained through PROJECT HANDOVER and will make all reasonable efforts to that affect. Any CAPITAL COST INCREASES may be considered by IMPLEMENTOR only if the requesting PARTNER is willing to pay all associated costs.

10.2 BETTERMENTS that impact the CONSTRUCTION schedule may be rejected by SFRTA, even if the requesting PARTNER is willing to pay incremental costs plus schedule induced costs. Under no circumstances are PARTNER-requested BETTERMENTS considered CAPITAL COST OVERRUNS.

10.3 Notwithstanding anything in this Agreement to the contrary, in the event the COUNTY determines that approval or denial of a proposed Project Budget Change or Project Change Order (collectively referred to herein as a "Change

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Order") would increase the annual costs of the COUNTY's operation and maintenance obligations pursuant to this Agreement of approximately Two Million Five Hundred Thousand Dollars (\$2,500,000) ("COUNTY Annual Operating Commitment"), by an amount equal to or exceeding five percent (5%) or One Hundred and Twenty-Five Thousand Dollars (\$125,000) per year (the "Threshold Amount"), SFRTA and the COUNTY agree to implement the following procedures with respect to the Change Order:

10.3.1 COUNTY shall be required, no later than fifteen (15) days after receipt of a Change Order from SFRTA, to advise SFRTA, in writing, as to whether or not the COUNTY has a good faith, reasonable belief that the Change Order may or may not increase the COUNTY's annual operation and maintenance obligations by an amount equal to or greater than the Threshold Amount (the "Statement").

10.3.2 If the COUNTY informs SFRTA, in the Statement, that it believes the Change Order will increase its annual operation and maintenance obligations by an amount equal to or greater than the Threshold Amount, then no later than ten (10) days after SFRTA's receipt of the Statement, the COUNTY and SFRTA will attempt, in good faith, to resolve the dispute or claim arising from the Change Order through negotiations between the SFRTA Executive Director and the Director of the Broward County Mass Transit Department. If the COUNTY and SFRTA cannot amicably settle

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

the disputed Change Order within thirty (30) days after SFRTA receives the Statement, the remaining provisions of Section 10.3 of this Agreement shall apply, unless this time is extended by mutual agreement between SFRTA and COUNTY.

10.3.3 SFRTA may proceed with the denial or the approval and implementation of the Change Order, subject to the rights of the COUNTY as provided herein. In the case where exigent circumstances or financial hardships will occur if the process and associated time periods in Subsections 10.3.1 and 10.3.2 are observed prior to Change Order denial or approval, as reasonably determined by SFRTA, SFRTA may take action to deny or approve and execute the Change Order, but notwithstanding, the process and associated timeframes in Subsections 10.3.1 and 10.3.2 shall still be observed by SFRTA and the COUNTY after the Change Order has been denied or approved and executed.

10.3.4 COUNTY shall preserve its right to dispute, in its entirety, the Change Order by submitting a written Notice of Claim to SFRTA within sixty (60) days of the failure of the COUNTY and SFRTA to resolve the disputed Change Order, as provide in Subsection 10.3.2_{above}. The Notice of Claim shall include a detailed written statement describing the nature of the COUNTY's dispute, and a cost analysis of the financial impact of the Change Order on the COUNTY's maintenance and

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

operations obligations equal to or in excess of the Threshold Amount, as required by this Agreement. Failure by the COUNTY to file the Notice of Claim within the sixty (60) days provided herein, shall constitute an automatic waiver of the COUNTY's rights to pursue said Claim.

10.3.5 The COUNTY and SFRTA agree to commence a binding "Dispute Resolution Process" as described below, with respect to any timely Notice of Claim, no later than sixty (60) days after issuance of the Report. SFRTA shall have no obligation to participate in the Dispute Resolution Process prior to the issuance of the Report.

10.4 After the issuance of the Report, the COUNTY may initiate the Dispute Resolution Process for any timely Notice of Claim previously filed by the COUNTY, as provided in Subsections 10.3.1 through 10.3.5 above. Initiation of the Dispute Resolution Process for a Notice of Claim(s) shall be made by the COUNTY in writing to SFRTA in which the COUNTY shall provide SFRTA with a written notice of its desire to initiate the Dispute Resolution Process, a list of the applicable Notice(s) of Claim and the designation of the COUNTY's proposed Arbitrator ("Notice of DRP"). SFRTA shall be under no obligation to enter into any Dispute Resolution Process, as described herein, and shall have no liability thereunder, for any COUNTY Notice of DRP received more than ninety (90) days following the issuance of the Report. If the Notice of DRP is timely filed, SFRTA shall designate its arbitrator within fifteen (15) days after receipt of the Notice of

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

DRP and shall inform the COUNTY in writing of its selection of arbitrator ("SFRTA's Notice of Selection"). The two arbitrators so selected will agree upon a third arbitrator within fifteen (15) days following the COUNTY's receipt of SFRTA's Notice of Selection. If the arbitrators selected by each party cannot agree upon a third arbitrator within the stated time period, they will request the Regional Director of the AAA to designate a third arbitrator. The arbitration panel comprised of the three (3) arbitrators (the "Panel") may agree, upon unanimous consent, to modifications or exceptions from the Arbitration Rules of the American Arbitration Association ("AAA") as the Panel deems appropriate. The decision of the Panel shall be in writing and will include written findings of fact, to the extent the arbitration required the resolution of any factual disputes.

The COUNTY agrees that, if it has filed multiple Notices of Claims during the PROJECT, the Panel shall hear all such Claims, whether they are consolidated or not. The parties agree to make good faith efforts to consolidate all such Claims filed to avoid unnecessary costs and duplicity, unless SFRTA and the COUNTY mutually agree otherwise.

The process to arbitrate disputes, as provided in Section 10.3 of this Agreement, is specifically enforceable in any court having jurisdiction over this Agreement. No individual who is, or has at any time been, an officer, employee or consultant of either party will be an arbitrator without the express written consent of both

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

COUNTY and SFRTA. All arbitration proceedings shall occur in Broward County, Florida.

10.5 Both SFRTA and the COUNTY will produce all records which the arbitrators request. SFRTA and the COUNTY will each pay one half the cost of the arbitration. The decision of the Dispute Resolution Process shall be binding upon the COUNTY and SFRTA.

10.6 In the event the arbitrators find that SFRTA's approval and execution or denial of the Change Order did not impact the COUNTY's annual operating and maintenance costs by at least the Threshold Amount, the COUNTY shall not be entitled to any financial relief as a consequence of the Change Order. In the event the arbitrators find that SFRTA's approval and execution or denial of the Change Order increased the COUNTY's annual operating and maintenance expenses by at least the Threshold Amount, the DDA shall be obligated to identify and obtain funding to compensate the COUNTY for the annual increase in the operating and maintenance costs associated with the respective Change Order in excess of the Threshold Amount.

10.7 In the event that a CAPITAL COST OVERRUN cannot be avoided despite the best efforts of the PARTNERS pursuant to terms of this AGREEMENT, the DDA shall be responsible to identify and locate available funding necessary to meet CAPITAL COST OVERRUN needs of the PROJECT. In no case shall the

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

COUNTY, CITY or FDOT participate in CAPITAL COSTS OVERRUNS, unless otherwise approved by each of them, i.e. the Broward County Commission, CITY Commission and FDOT authorized representative, respectively.

10.8 SFRTA has the authority under this Agreement, and is empowered by the PARTNERS, to make scope and other changes, in consultation with the PARTNERS, that it deems necessary to ensure the PROJECT capital budget is not exceeded.

11 PARTNER COORDINATION

11.1 SFRTA will retain the services of Project Management Consultants team ("PMC") to manage the PROJECT through PROJECT HANDOVER and perform any Before and After Studies, or any other post-PROJECT HANDOVER activities which SFRTA is required to perform pursuant to the terms of the FEDERAL GRANT AGREEMENTS. The PMC will report to the SFRTA Project Manager.

11.2 SFRTA shall be responsible for the preparation of all PROJECT Solicitation Documents and Contracts, as those terms are defined in SFRTA's Procurement Policy, and shall have final decision-making authority with respect to same as the IMPLEMENTOR, except as related to the Independent Expert which is addressed in Section 5.3 of this Agreement. SFRTA will accept input from the COUNTY on the PROJECT Solicitation Documents which is provided in a timely manner, but shall not be obligated to make any changes to said documents as a result of such input.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

11.3 TECHNICAL ADVISORY GROUP (TAG)

The SFRTA, COUNTY, FDOT, BROWARD MPO, CITY and DDA will form a Technical Advisory Group (“TAG”), with one Designated Representative from each PARTNER, each with one vote, that will work with the SFRTA to oversee and review PROJECT changes through Design, Construction, testing, and PROJECT HANDOVER.

1.1. SFRTA, through its PMC, and in coordination with the PARTNERS, will be responsible for the implementation of the PROJECT and lead the TAG. The PMC will report directly to the SFRTA Project Manager appointed by SFRTA. The TAG will coordinate its activities with the SFRTA Project Manager. The SFRTA Project Manager, through the PMC, will direct the day-to-day needs of the PROJECT and SFRTA shall contract for, and manage, the PROJECT. SFRTA Project Manager will provide the primary interface with the FTA for completion of the PROJECT.

1.2. SFRTA will provide progress plans and monthly meeting PROJECT updates to the TAG, as necessary. Specifically, the TAG will review PROJECT control oversight procedures, review final reports, participate in inspection and testing, comment and review Designs, third party approvals, review substantial completion punch list walk through items, review safety and security certifications and address Final Acceptance.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

11.6 The TAG also provides input on proposed change orders related to Design and Construction that may conflict with Design criteria, schedule, and safety, or that may negatively impact budget, future operations, and maintenance. The TAG shall make recommendations to SFRTA Project Manager and the SFRTA Change Order Committee ("COC"), when change orders are sent to the COC for approval. This process shall be independent of the COUNTY review of Change Orders, pursuant to Section 10 of this Agreement.

11.7 The COUNTY, as the future OWNER and OPERATOR will have inspection rights at any time during regular business hours with proper coordination with SFRTA. The COUNTY shall be entitled to participate in pre-construction activities and review of Construction and PROJECT work plans. The COUNTY shall be notified by SFRTA of all PROJECT systems factory testing, local field tests and integration testing. The COUNTY shall be afforded the opportunity to monitor and test components and systems related to train operations and maintenance of trains and property. However, nothing herein is intended to change the procedure for determining if PROJECT HANDOVER shall occur.

2. GRANTEE

2.1. SFRTA will submit the SMALL STARTS GRANT APPLICATION to FTA, and apply for any other FEDERAL GRANTS required to receive any appropriated

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

funding for the PROJECT. SFRTA will prepare and submit to FTA in a timely manner all necessary documents at its expense.

2.2. SFRTA will submit the application to FDOT District 4 for the NSTP for the PROJECT. The BROWARD MPO agrees to provide all possible assistance to support the PROJECT, as may be requested by FDOT or SFRTA.

2.3. SFRTA, as SPONSOR, shall coordinate all PROJECT management activities and shall be the primary point of contact for the FTA, the FTA-appointed Project Management Oversight Consultant, FDOT and other federal, State and local agencies regarding the PROJECT.

3. CONTRACTING FOR SERVICES

PARTNERS shall have right to review and comment on all contracts in excess of One Million Dollars (\$1,000,000), except where the contract is in the form of a Change Order and then the comments shall be provided through the TAG, as addressed herein, or as provided in Section 10 of this Agreement. SFRTA shall be responsible for the competitive selection, award and administration of all of the professional(s) agreements to perform all consultant services and Construction contracts it deems necessary to complete the PROJECT, which shall be done according to SFRTA's Procurement Policy. The only exception to this is retention of the Independent Expert which shall be selected as described in this Agreement. Designated Partner Representatives shall serve on SFRTA's Evaluation and

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Selection Committees for the PROJECT procurements. Any unsolicited proposals to Design, Construct, finance and/ or operate the WAVE MODERN STREETCAR, will utilize the SFRTA Unsolicited Proposal Policy and the process described therein, which includes a fee due at submittal.

14 CONTRACTING FOR OPERATING AND MAINTENANCE SERVICES

The COUNTY shall be responsible for the competitive selection and administration of all agreements for the operations and maintenance of the WAVE STREETCAR SYSTEM after PROJECT HANDOVER, which shall be made using the COUNTY'S Procurement Code.

15 PERMIT AND ENFORCEMENT AUTHORITY

PARTNERS shall, to the extent legally permitted, use their best efforts to expedite any and all permits for the PROJECT.

16 PROPERTY DEDICATION

Property dedication shall meet all applicable State and Federal requirements and the specific requirements of any funding grants and agreements specific to the PROJECT. The FTA Federal process will determine the land value.

17 TIMING OF PAYMENTS

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Timing of payments will be consistent with the provisions herein and all applicable funding agreements. SFRTA will develop the accounting system for the PROJECT's collections and disbursements, in accordance with FTA requirements. The procedures will include the indirect cost allocation plan for the CITY and DDA in accordance with the U.S. Office of Management and Budget Circular A-87. The PROJECT Management Plan will further define the proposed accounting system based on the PROJECT budget, schedule and cash flow.

18. DEFAULT, LIABILITY AND SOVEREIGN IMMUNITY

Should SFRTA be found in default of any FEDERAL GRANT AGREEMENT and subject to the remedies set forth in the applicable FEDERAL GRANT AGREEMENT for the failure of any of the PARTNERS to meet their performance and/or funding commitments, SFRTA shall have the following remedies in addition to any other remedies provided at law or equity:

18.1. DEFAULT OF CAPITAL FUNDING COMMITMENT

In the event SFRTA is found to be in default of any FEDERAL GRANT AGREEMENT because of its inability to complete the PROJECT due to a failure of one of the PARTNERS to meet its capital funding commitment (the "Defaulting PARTNER"), SFRTA shall have all remedies at law and equity, as limited by Section 18.2 of this Agreement, including the right to specific performance against the

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Defaulting PARTNER. The PARTNERS recognize that in the event of a default of any FEDERAL GRANT AGREEMENT, the federal government may demand all Federal funds provided to SFRTA for the PROJECT be returned to the federal government and such funds shall be considered damages recoverable by SFRTA from the Defaulting PARTNER.

If FDOT, the CITY, or both, also seek the return of CAPITAL FUNDS provided for the PROJECT from SFRTA, such funds shall also be considered damages recoverable by SFRTA from the Defaulting PARTNER.

18.2. DEFAULT OF OPERATING FUNDING COMMITMENT

A default by the COUNTY of its obligation to operate and maintain the WAVE MODERN STREETCAR pursuant to the terms of this Agreement could result in SFRTA being found in default of any FEDERAL GRANT AGREEMENTS and subject to the remedies set forth in any of the FEDERAL GRANT AGREEMENTS. In the event SFRTA is found to be in default of any FEDERAL GRANT AGREEMENTS as a result of a COUNTY default or notified by the federal government that it shall be found in default of any FEDERAL GRANT AGREEMENT as a result of the COUNTY's failure to operate the WAVE MODERN STREETCAR, SFRTA shall have all remedies at law, including but not limited to, damages for repayment of the FEDERAL GRANTS and the COUNTY Annual Operating Commitment, and the right to assume the role of OPERATOR of the WAVE MODERN STREETCAR to

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

minimize its liability under any FEDERAL GRANT AGREEMENT. SFRTA's role as OPERATOR under the stated circumstances shall not preclude SFRTA from seeking monetary damages from the COUNTY for any monies relating to the COUNTY's failure to operate the WAVE MODERN STREETCAR, including but not limited to, the COUNTY Annual Operating Commitment. Should SFRTA become the OPERATOR under the terms of this Section, the COUNTY, as OWNER, shall cooperate with SFRTA in its operation and maintenance of the WAVE MODERN STREETCAR, and shall take no actions to prevent SFRTA from accessing COUNTY property, both personal and real, necessary for the operation and maintenance of the WAVE MODERN STREETCAR.

If FDOT, the CITY, or both, also seek the return of CAPITAL FUNDS provided for the PROJECT from SFRTA, solely or in part as a result of a COUNTY default, such funds applicable to the percentage of fault determined for the COUNTY shall also be considered damages recoverable by SFRTA from the COUNTY.

18.3. LIABILITY AND SOVEREIGN IMMUNITY PARTNERS are agencies as defined in Chapter 768.28, F.S. Each PARTNER agrees to be fully liable and responsible for acts and omission of its elected officials, officers, agents or employees, to the extent permitted by law except that SFRTA assumes no liability for the failure of the other PARTNERS to meet their respective

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

performance and/or funding commitments made in this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any PARTNER to which sovereign immunity may be applicable. The PARTNERS each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an agent or employee acting within the scope of the agent's or employee's office or employment. The PARTNERS agree to be individually responsible for all such claims and damages, to the extent and limits provided in Section 768.28, F.S., arising from the actions of their own respective employees and agents. The PARTNERS acknowledge that the foregoing shall not constitute an agreement by any PARTNER to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the PARTNERS may have under such statute, nor as consent to be sued by third parties.

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Nothing herein shall be construed as consent by a state agency or political subdivision for the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract associated with the PROJECT.

19. MISCELLANEOUS

19.1. RIGHTS IN DOCUMENTS AND WORK

As the SPONSOR, all documents created by SFRTA or its consultants and/or contractors in connection with the PROJECT are public records of SFRTA, to the extent required by Chapter 119, F.S. ("Florida's Public Records Law") and will be subject to the requirements of the FEDERAL GRANT AGREEMENT(S) and applicable Federal and State law. SFRTA shall make available to all other PARTNERS such records for inspection upon reasonable notice during normal business hours, pursuant to Florida's Public Records Law.

1.1. INDEPENDENT CONTRACTOR

The PARTNERS are independent contractors under this Agreement. Services provided by the PARTNERS pursuant to this Agreement shall be subject to the supervision of the PARTNER providing the service. In providing such services, neither the PARTNER nor its agents shall act as officers, employees, or agents of any other PARTNER. No partnership, joint venture, or other joint relationship is created by this AGREEMENT.

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

1.2. THIRD PARTY BENEFICIARIES

The PARTNERS do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the PARTNERS agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of the PARTNERS based upon this Agreement.

1.3. NOTICES

Whenever any PARTNER desires to give notice to any other PARTNER, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the PARTNER for whom it is intended at the place specified, unless changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

To: Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Attention: County Administrator

With a copy to:

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

Attention: General Counsel

FOR BROWARD MPO:

To: Trade Centre South
100 West Cypress Creek Road,
8th Floor, Suite 850
Fort Lauderdale, Florida 33309-2112
Attention: Executive Director

1.4. ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of all PARTNERS.

1.5. CONFLICTS

Neither the PARTNERS nor their employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the PARTNERS' loyal and conscientious exercise of judgment and care related to their performance under this Agreement.

1.6. MATERIALITY AND WAIVER OF BREACH

1.6.1. The PARTNERS agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

PARTNERS in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

1.6.2. Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

1.7. COMPLIANCE WITH LAWS

The PARTNERS shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

1.1. SEVERANCE

In the event a material portion of this Agreement is found by a court of competent jurisdiction in a final order to be invalid, the remaining provisions shall continue to be effective unless any PARTNER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made by a PARTNER within seven (7) days after the finding by the court becomes final and shall serve to terminate this Agreement in its entirety. If the Agreement is terminated, the PARTNERS retain all rights and remedies, as stated herein.

1.2. JOINT PREPARATION

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

The preparation of this Agreement has been a joint effort of the PARTNERS. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the PARTNERS than the other.

1.3. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the provisions of this Agreement shall prevail and be given effect.

1.4. JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. All the PARTNERS agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the Seventeenth Judicial Circuit Court in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such Court, forsaking any other jurisdiction which any PARTNER may claim by virtue of its residency or other jurisdictional device. The only exception shall be any dispute resolution proceedings addressed in this Agreement which shall be conducted in Broward County. **BY ENTERING INTO THIS AGREEMENT,**

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

PARTNERS HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

1.5. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all of the PARTNERS or others with delegated authority to so or otherwise authorized to execute same on a PARTNER's behalf. Proof of delegation shall be provided upon the request of any PARTNER.

1.6. PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the PARTNERS and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The PARTNERS agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the PARTNERS agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

19.15 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a PARTNER hereby represents and warrants that he or she is, on the date he or she signs this

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such PARTNER and does so with full legal authority.

19.16 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, and shall have the force and effect of an original document.

19.17 FORCE MAJEURE

It is expressly understood and agreed by the PARTNERS that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the PARTNER obligated or permitted under the terms of this Agreement to do or perform the same, the PARTNER so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirements shall be extended for a period of time equal to the period of time such PARTNER was delayed.

20 RESOLUTION OF DISPUTES

It is the desire and intent of the PARTNERS to avoid, if possible, the expense and delay inherent in litigation. Therefore, the PARTNERS agree that whenever any PARTNER(s) cannot resolve an issue with the other PARTNER(s), the affected

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

PARTNERS will engage in the alternative dispute resolution process described below prior to resorting to litigation. This process is separate from and shall not supersede the dispute resolution process regarding a Notice of Claim filed by the COUNTY, as outlined in Section 10 of this Agreement.

20.1 NOTICE OF DISPUTE

Any PARTNER(s) may give another PARTNER(s) written notice of any dispute not resolved in the normal course of business, with copies to the other non-disputing PARTNERS ("Notice"). Within ten (10) business days after delivery of the Notice, the receiving PARTNER shall submit to the disputing PARTNER a written response with copies to the other PARTNERS (the "Response"). The Notice and Response shall each include: (1) a statement of the position of the PARTNER delivering the Notice or Response, as the case may be, and a summary of arguments supporting the PARTNER's position; and (2) the name and title of the executive who will represent that PARTNER in the negotiation to resolve the dispute and of any other person who will accompany the executive.

20.2 DISPUTE MEETING

In the event there is a dispute, within ten (10) business days after delivery of the Response, the executives of the PARTNERS shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

attempt to resolve the dispute. All reasonable requests for information made by one PARTNER to the other will be honored. In an effort to facilitate the negotiation process, such executives may agree to have an unrelated third PARTNER moderate and facilitate the negotiations. If a PARTNER intends to be accompanied at a dispute resolution meeting by an attorney, the other PARTNER shall be given at least three (3) business days notice of such intention and may also be accompanied by an attorney.

20.3 FAILURE TO RESOLVE DISPUTE

If the dispute has not been resolved within thirty (30) calendar days after delivery of the Notice, or if the parties fail to meet within twenty (20) calendar days, any of the PARTNERS directly involved in the dispute may give written notice to the other PARTNER(S) declaring the dispute resolution process terminated.

20.4 ENFORCEMENT

The PARTNERS regard the obligations to notify other PARTNERS of a dispute and to negotiate such dispute pursuant to this Section as an essential provision of this Agreement and one that is legally binding on each of them. In case of a violation of such obligation by any PARTNER, the other PARTNERS may bring an action to seek enforcement of such obligation to any court of law having jurisdiction. Each PARTNER shall bear its own costs and expenses incurred in connection with any negotiations and dispute resolution and litigation arising out of this Agreement.

20.5 ALTERNATE RESOLUTION

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

Upon failure to resolve any dispute in accordance with this Section, or in accordance with the dispute resolution procedure established for PROJECT HANDOVER in this Agreement, the PARTNERS may engage in mediation, arbitration, or other dispute resolution processes at their discretion, or pursue other legal remedies.

21 FURTHER ASSURANCES

Each PARTNER agrees to perform any further acts and to sign and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

22 INSURANCE

The PARTNERS agree to maintain insurance coverage or be self-insured for commercial general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, F.S., as may be amended from time to time.

23 EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last PARTNER executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

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**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS,
signing by and through its Mayor or Vice-Mayor, authorized to execute same by
Board action on the ____ day of _____, 2013

COUNTY

ATTEST:

BROWARD COUNTY, by and through
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by Office
of the County Attorney for Broward County, FL

By _____
Date:

Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Assistant County Attorney

Date: _____

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

BROWARD METROPOLITAN PLANNING ORGANIZATION, through its BOARD OF DIRECTORS, signing by and through its Chair or Vice-Chair, authorized to execute same by Board action on the _____ day of _____, 2013

BROWARD MPO

ATTEST:

BROWARD MPO, by and through its
Board of Directors

By: Gregory Stuart, Executive Director

By: _____

Richard Blattner, Chair

_____ day of _____, 20____

Approved as to form by

Attorney for Broward MPO

By _____

Alan L. Gabriel,

BROWARD MPO General Counsel

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

THE CITY OF FORT LAUDERDALE, through its City Commission, signing by and through its City Manager, authorized to execute same by Board action on the _____ day of _____, 2013,

CITY:

ATTEST:

CITY OF FORT LAUDERDALE

City Clerk

By _____
City Manager

_____ day of _____, 20_____.

APPROVED AS TO FORM:

City Attorney

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE,
through its BOARD OF DIRECTORS, signing by and through its Chair or Vice-Chair,
authorized to execute same by Board action on the _____ day of _____,
2013.

AUTHORITY:

WITNESSES:

By: _____

_____, President

____ day of _____, 20__

(SEAL)

APPROVED AS TO FORM:

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, through its GOVERNING BOARD, signing by and through its Chair, authorized to execute same by Board action on the _____ day of _____, 2013

SFRTA:

ATTEST:

By: _____

_____, CHAIR

Joseph Giulietti, Executive Director

_____ day of _____, 2013

APPROVED AS TO FORM:

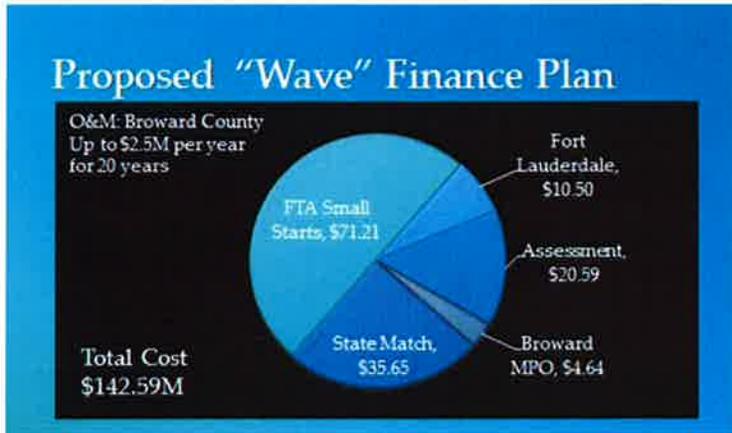
Teresa J. Moore, General Counsel

**THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

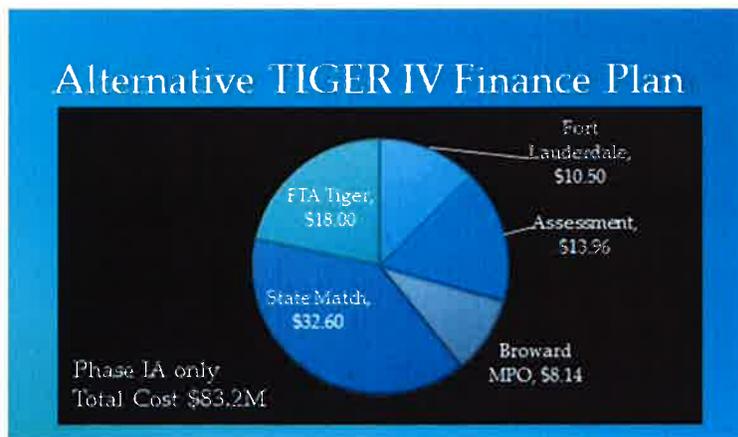
EXHIBIT 1

PHASE 1 FINANCE PLAN



THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

EXHIBIT 2 PHASE 1A FINANCE PLAN



**THE WAVE MODERN STREETCAR
PARTNERSHIP AGREEMENT
for the WAVE's
PLANNING, FINANCE, DESIGN,
IMPLEMENTATION, PROJECT SPONSORSHIP,
OWNERSHIP, OPERATIONS AND
MAINTENANCE**

Presentation to SFRTA Governing Board

April 26, 2013

Parties to the Agreement & Their Respective Roles

- **SFRTA** – Project Sponsor for Federal Grants; will design and construct the WAVE
- **Broward County** – Owner/Operator of the WAVE; will provide operation/maintenance funding
- **City of Ft. Lauderdale** – will provide capital funding of between \$24,460,000 to \$31,090,000
- **Broward County MPO** – will provide capital funding of between \$4,640,000 to \$8,140,000
- **Downtown Development Authority of the City of Ft. Lauderdale (DDA)** – will provide funding shortfalls (both capital and operational)

Additional Funding Partners

(not parties to WAVE Partnership Agreement)

- FDOT will provide between \$32.60 and \$35.65 million dollars
- FTA has committed \$18 million and may commit an additional \$71.21 million

Project Phases

- Phase 1A

- approximately 1.42 miles
- funded by TIGER Grant, State and Local contributions

- Phase 1

- approximately 2.7 miles
- to be funded by Small Starts Grant (if awarded), State and Local contributions

Project Coordination

- Procurements
 - SFRTA will procure design/build services and rolling stock
 - Party representatives sit on evaluation committees
- Technical Advisory Group
 - Representatives from each Party
 - Work with SFRTA to oversee Project from Design through Project Handover to County
 - Make recommendations throughout Project

Project Overview

- Design and Construction
 - ◆ SFRTA's responsibility
- Operations and Maintenance
 - ◆ County's responsibility
- Overlap
 - ◆ Project Handover
 - ◆ Change Orders

Change Orders

- SFRTA's Construction Oversight Committee shall approve change orders (COs), with TAG input
- County can file a Notice of Claim in the event it believes the approval or denial of a CO will increase its operating costs by more than \$125,000/year
- Any outstanding claims will be heard by an arbitration panel after Independent Expert's recommendation

Project Handover

- Procedure for inspection, testing and evaluation of Project to transfer Project from SFRTA to County
- County and SFRTA jointly hire Independent Expert (IE)
- Independent Expert will:
 - determine if Project meets certain Acceptance Criteria
 - recommend Issuance of Final Acceptance (FA) OR what has to be done before FA can be issued

Final Acceptance Criteria

- The Project has been constructed in accordance with the approved Project Plans and Specifications;
- The Project is free from material defects; and
- The Project has received all of the required federal and state permits necessary for operation

Project Handover (cont.)

- If IE does not recommend Final Acceptance be issued, then:
 - IE must provide details about what needs to be accomplished to issue FA
 - County and SFRTA must try to resolve issues
 - If County and SFRTA can't resolve issues then:
 - SFRTA is to use best efforts to identify resolution; and
 - DDA to use best efforts to identify additional funding for FA to occur

PROJECT HANDOVER (cont.)

- If IE Recommends Final Acceptance be issued:
 - Closing occurs (if County has resolved title issues):
 - within 60 days after date of recommendation,
 - but no later than 30 days after Project Handover
 - Project Handover = date County acknowledges in writing to SFRTA that it is receiving Good Title
- Project Handover = when County accepts responsibility for O/M and compliance with Federal Grants

Revenue Service

- Revenue service for the WAVE Modern Streetcar shall start by whichever occurs first:
 - 6 months after Project Handover; OR
 - By the Revenue Operations Date in the Federal Grants

Liability

- County has no responsibility or liability for acts or claims that arose or occurred prior to Project Handover
- SFRTA has liability for the Federal Grants throughout the life of the Project
 - Federal Government interprets that to be the life of the assets or approximately 25-30 years
 - In the event of default, the Federal Gov't will seek performance or damages from SFRTA

Default/Capital

- Should SFRTA be in default of the Federal Grants due to failure of one the Partners to meet its capital funding commitment:
 - SFRTA can seek monetary damages or specific performance from the relevant Partner(s)

Default/Operations and Maintenance by County

- If, as a result of County's failure to operate the WAVE, SFRTA is either:
 - Notified by the federal gov't that it will be found in default of a Federal Grant; OR
 - Is found in default of a Federal Grant
- Then SFRTA may:
 - assume the role of Operator; and
 - seek monetary damages from County, including County's annual operating commitment

QUESTIONS?

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013

AGENDA ITEM REPORT

Consent Regular

FORT LAUDERDALE WAVE STREETCAR TRANSPORTATION INVESTMENT
GENERATING ECONOMIC RECOVERY (TIGER) GRANT AGREEMENT BETWEEN THE
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND FEDERAL
TRANSIT ADMINISTRATION

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 Draft TIGER Grant in any form (paper or electronically), ~~the corresponding document~~, and any associated documentation, ~~in FTA's Transportation Electronic Award Management (TEAM) system~~.

SUMMARY EXPLANATION AND BACKGROUND:

The Wave Modern Streetcar Project (Project) will be an electric modern streetcar system that connects the Florida Atlantic University/Broward College downtown campus, the Broward County Courthouse/Judicial Complex, the Broward General Medical Complex, the Broward County Governmental Center, Fort Lauderdale Museum of Art, Broward County Transit's downtown transit terminal along with numerous other residential, entertainment and recreational, commercial and employment destinations.

In June 2012, the FTA awarded an \$18 million TIGER discretionary grant to SFRTA towards the capital costs of the Project (TIGER Grant). Under the TIGER Grant agreement, SFRTA is listed as the Project Sponsor. As Project Sponsor, SFRTA is responsible for compliance with the TIGER Grant provisions for the useful life of the Project.

(Continued on page 2)

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

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

FISCAL IMPACT: SFRTA shall have no obligation to fund the costs of any capital improvements.

EXHIBIT ATTACHED: Exhibit 1- TIGER Grant Agreement (to be provided)

FORT LAUDERDALE WAVE STREETCAR TRANSPORTATION INVESTMENT
GENERATING ECONOMIC RECOVERY (TIGER) GRANT AGREEMENT BETWEEN THE
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND FEDERAL
TRANSIT ADMINISTRATION

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Staff is requesting Board approval of the Draft TIGER Paper Agreement (Exhibit 1) between the SFRTA and FTA, to secure the \$18,000,000 in federal funds for the Design and Construction of the Project, as defined in Phase 1(A) of the Wave Partnership Agreement. Staff is waiting on final approval of the Draft TIGER Grant from FTA. Staff is also requesting a delegation to the Executive Director to finalize and execute the DRAFT TIGER Grant ~~corresponding agreement~~, and any associated documentation, in FTA's TEAM system.

FORT LAUDERDALE WAVE STREETCAR TRANSPORTATION INVESTMENT
GENERATING ECONOMIC RECOVERY (TIGER) GRANT AGREEMENT BETWEEN THE
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND FEDERAL
TRANSIT ADMINISTRATION

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by:
Executive Director Date

Approved as to Form by:
General Counsel Date

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

Commissioner 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

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS
ACT, 2012, (DIVISION C OF THE TRANSPORTATION, HOUSING AND
URBAN DEVELOPMENT, AND RELATED AGENCIES
APPROPRIATIONS ACT, 2012 (Pub. L. 112-55, Nov. 18, 2011)),
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2012 TIGER DISCRETIONARY GRANTS)**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

THE FORT LAUDERDALE WAVE STREETCAR

FEDERAL TRANSIT ADMINISTRATION FY 2012 TIGER Grant No.

This Agreement (the "Agreement" or "Grant Agreement") reflects the selection of **South Florida Regional Transportation Authority (SFRTA)** ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Consolidated and Further Continuing Appropriations Act, 2012 (Div. C, Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2012 (Pub. L. 112-55, Nov. 18, 2011)) (the "Act")., regarding National Infrastructure Investments. The grant program under the Act is referred to as "FY 2012 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by the Federal Transit Administration (also referred to herein as "FTA").
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Application (the "Project") http://www.sfirta.fl.gov/docs/planning/WAVE_TIGER_IV_FINAL.PDF and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.

1.3 The Government, having reviewed and considered the Grantee's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of **eighteen million Dollars (\$18,000,000)**, for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided under this Agreement. **Grantee certifies that not less than sixty five million two hundred thousand dollars (\$65,200,000) (78%) in non-Federal funds are committed to fund the Project, which satisfies the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources.** The grantee agrees that all applicable federal requirements will attach to any project activity, regardless of whether such project activity is 100 percent locally funded. The Government's liability to make payments to the Grantee under this Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are deemed integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located http://www.fta.dot.gov/grants/about_FTA_15116.html

- Exhibit A Legislative Authority
- Exhibit B General Terms and Conditions
- Exhibit C Applicable Federal Laws and Regulations
- Exhibit D Grant Assurances (*Please also see Section 4 herein*)
- Exhibit E Responsibility and Authority of the Grantee
- Exhibit F Reimbursement of Project Costs
- Exhibit G Grant Requirements and Contract Clauses
- Exhibit H Quarterly Progress Reports: Format and Content

1.6 This Agreement shall also include the following Attachments as integral parts hereof:

- Attachment A Statement of Work (Please also see *TEAM*)
- Attachment A-1 Project Vicinity Map (Please also see *TEAM*)
- Attachment A-2 Project Location Map (Please also see *TEAM*)
- Attachment B Project Schedule with Milestones (Please also see *TEAM*)
- Attachment C Project Budget (Please also see *TEAM*)
- Attachment D Performance Measurement Table (Please also see *TEAM*)

In the case of any inconsistency or conflict between the specific provisions of this Agreement, the Exhibits and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Agreement; second, by giving preference to the provisions and terms of the Exhibits; and,

finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary, also see Attachment A and TEAM:

The Wave Streetcar Project Phase I serves the core 1.42 mile segment of a total 5.4 mile (2.7 miles two-way) streetcar corridor project that will connect major employment and primary activity centers in downtown Fort Lauderdale providing connections with existing and proposed regional transit investments operating 4 vehicles at 7.5 minute intervals weekdays.

2.2 Project's Schedule Summary, also see Attachment B and TEAM:

A detailed project schedule is provided in Attachment B and FTA's Transportation Electronic Award and Management (TEAM) system. It reflects the best estimates of a complete project schedule showing all phases of work.

Planned Completion of NEPA: September 2012

Planned Completion of Final Design: July 2014

Planned Construction Start Date: December 2014

Planned Completion Date: December 2016

2.3 Project's Budget Summary also see Attachment C and TEAM:

A detailed project budget showing costs for all phases and elements of the project is provided in Attachment C and TEAM: FTA's Transportation Electronic Award and Management (TEAM) system.

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$ 18,000,000
Other Federal Funds (if any):	\$ 0
State Funds (if any):	\$ 32,600,000
Local Funds (if any):	\$ 32,600,000
Other Funds (if any):	\$ 0
Total Project Cost:	\$ 83,200,000

If there are any cost savings, or if the contract award is under the engineer's estimate, the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Project's State and Local Planning Requirements:

If applicable, the date that the project was included in the relevant State, metropolitan, or local planning documents is documented in FTA's Transportation Electronic Award and Management (TEAM) system.

2.5 Project's Environmental Approvals and Processes:

Environmental Approval Type: Environmental findings for each relevant activity are documented in FTA's Transportation Electronic Award and Management (TEAM) system including the type of document (Record of Decision, Finding of No Significant Impact, or Categorical Exclusion) and dates, where required. Appropriate environmental documentation is attached to TEAM or on file at the appropriate FTA regional office.

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 786583609.

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable - to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient (if applicable - to be reported if/when identified): N/A

2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Grantee Official Contact (may list more than one contact especially where another agency or department, in addition to Grantee, is assisting in meeting grant requirements):

William L. Cross, P.E.
Manager of Planning and Capital Development
800 NW 33RD Street, Suite 100
Pompano Beach, FL 33064
Phone: 954-788-7916
Cell: 561.715.1870
Email: crossw@sfrta.fl.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the

Government without the need for a formal amendment to this Agreement.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
 - 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by [**October 2013**]. Grantee shall represent that the data in the Pre-project Report is current as of [**January 2014**].
 - 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
 - 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by [**October 2018**] which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of [**Januar 2018**]
 - 3.1.4 Grantee shall submit each report in accordance with paragraph 3.2.1 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: [Modal] Tiger Grant No. 52 - Performance Measure Report No. 1 or 2 or 3, etc.

- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to in accordance with paragraph 3.2.1 of this Agreement or other system as designated by the Government, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.
- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically in TEAM, referencing the Grant number, or if too large to attach to TEAM electronically, then the reports shall be emailed to TIGERGrants@dot.gov and FTA Region 4 Administrator Yvette.Taylor@dot.gov.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the Approved Detailed Project Budget, included in FTA's Transportation Electronic Award and Management (TEAM) system, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase. To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual Budget Review and Program Plan shall not commence until written approval from the Government is received.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in 49 C.F.R. Part 18 or Part 19, as applicable are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.
- 3.5 Unless otherwise provided herein, all notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

Official FTA Field Contact:

Name: Dr. Yvette G. Taylor
Title: Regional Administrator

Agency: Federal Transit Administration
Mailing Address: 230 Peachtree, NW
Suite 800
Atlanta, GA 30303
Phone Number: (404) 865-5600
Email Address: Yvette.Taylor@dot.gov

and

HQ FTA contact:
Samuel Snead
Program Manager
Federal Transit Agency
1200 New Jersey Ave, East Building 4th Floor
202-366-1089
Samuel.snead@dot.gov

and

OST contact:
Name: OST TIGER Discretionary Grants Coordinator
Agency: United States Department of Transportation
Office of the Secretary of Transportation
Mailing Address: 1200 New Jersey Avenue, SE
Washington, DC 20590
Phone Number: 202-366-8914
Email Address: TIGERGrants@dot.gov <<mailto:TIGERGrants@dot.gov>>

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

SECTION 4. ASSURANCES

4A.1. The Grantee has either executed the Federal Transit Administration's (FTA) Annual Certifications and Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal fiscal year 2013 or has submitted the Certifications and Assurances in Exhibit D of this document. Such assurances are incorporated into this Agreement by reference and made a part hereof.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:

5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or

alternatives approved by the Government as provided in this Agreement and in accordance with the Project Schedule included TEAM.

- 5.1.2 The Grantee fails to begin construction before January 2015;
- 5.1.3 The Grantee fails to begin expenditure of Grant funds by January 2014;
- 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with the Project Schedule in TEAM even if it is beyond the reasonable control of the Grantee; or
- 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated on or before September 30, 2013. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2018, the "Grant Termination Date." This Agreement, except with respect to the reporting requirements shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. parts 18.43 and 18.44. The Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with FTA requirements (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

A grant is awarded and executed by electronic signature in the FTA's electronic grants award and management system, TEAM. These electronic signatures legally bind the parties to the terms and conditions set forth herein, as well as those included in, referenced in, or attached in TEAM.

There are three (3) identical counterparts of this Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. When this Agreement is fully executed and dated and TEAM is electronically signed and dated by the authorized official of the Government, these instruments will constitute an Award. Upon full Execution of these instruments by the Grantee, the effective date will be the date the Government awarded the funding through TEAM.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 201__.

Signature of Government's Authorized Representative

Name of Government's Authorized Representative

Title

EXECUTION BY THE GRANTEE/RECIPIENT

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this _____ day of _____, 201__.

Signature of Grantee's Authorized Representative

Name of Grantee's Authorized Representative

Title

**Approved as to Form
and Legal Sufficiency**

**Teresa Moore
SFRTA General Counsel**

Agent/Designee _____

(SEAL)

Signature of Agent/Designee Designated Official
Representative

**ATTACHMENT A
STATEMENT OF WORK
FORT LAUDERDALE WAVE STREETCAR**

This grant application includes the FY 2012 Transportation Investment Generating Economic Recovery (TIGER IV) for the South Florida Regional Transportation Authority (SFRTA) in the amount of \$18,000,000.

The grant will fund The Wave Streetcar Project Phase I (a). Specifically, the TIGER IV grant funds will be utilized for Guideway and Trackwork Construction Line Equipment Structure); Installation of signal prioritization; Preliminary Engineering; Final Design; Project Management; Construction Management; Modifications/Relocations of underground utility and Project Administration.

The Wave Streetcar Project Phase I (a) serves the core 1.42 mile segment of a total 2.7 mile (two way) streetcar corridor project that will connect major employment and primary activity centers in Downtown Fort Lauderdale. The project will provide connections with existing and proposed regional transit investments. The entire system will include ten (10) passenger stations representative of the character of the specific area. The stations will be solar-powered and will have real time information, which is a system that communicates to the passengers when the next vehicle will arrive at the station. The stations will also have informational kiosks displaying destinations/attractions in the Downtown, as well as upcoming events. Another project related improvement includes streetscape around the stations, such as pedestrian crosswalks, shade trees, lighting and improved sidewalks.

The Wave Streetcar will operate in the street in mixed traffic with signal priority at 7.5 minute frequencies throughout the weekday and 15 minute frequencies during evenings and weekends, serving ten stations. The project area contains a dense urban core characterized by vertically and horizontally integrated mixed-use developments, high-rise condominiums, and regional and local employment centers, and core flanked by mixed-use, near-downtown neighborhoods. The project area is generally bounded by Federal Highway (US 1) on the east, SE 17th Street on the south, the Florida East Coast (FEC) Railway (FEC/NW 7th Avenue on the west, and the FEC Railroad/Sunrise Boulevard to the north.

The project will:

- *serve the area densest development in Downtown Fort Lauderdale
- *act as a spine running through the highest concentration of activity-generating uses, including the residential, office, and commercial developments in the Downtown Core, the entertainment district, the North Broward Hospital District, Broward College, Florida Atlantic University (FAU), the City and County government centers, and the County Courthouse complex
- *help forge connections between Downtown Fort Lauderdale's high-intensity areas of Transit Oriented Development (TOD) and areas that are high targeted for revitalization and infill development

The Wave Streetcar Project is consistent with the vision of a transit-supportive

environment. Local and regional planning practice, policies, and land use development trends have paved the way for implementation of an effective, local area transit circulator for Downtown Fort Lauderdale. The land use plan is dependent upon a transportation strategy that supports a high-rise urban core, flanked by mixed-use neighborhoods near downtown.

The Wave Streetcar Project will support downtown:

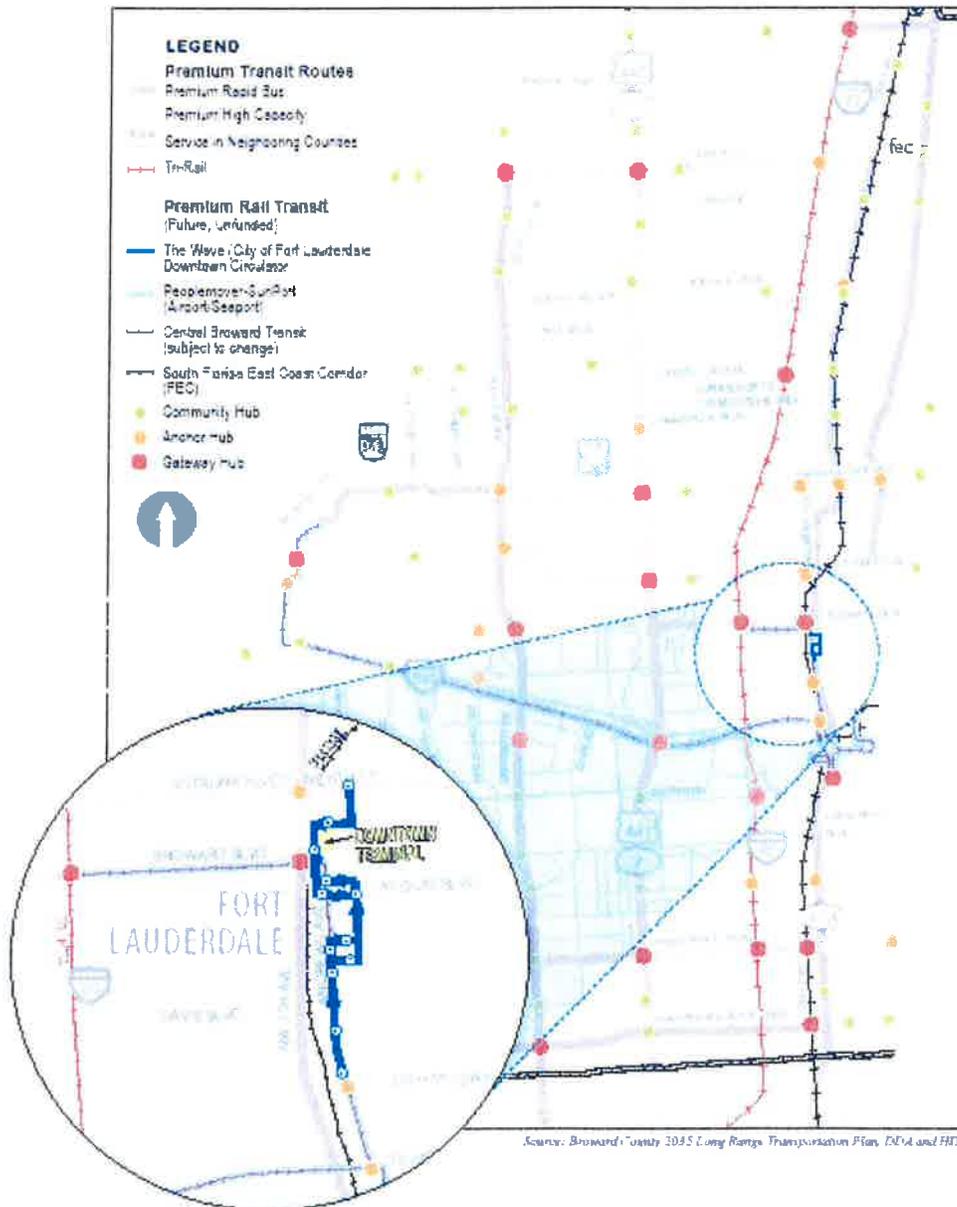
- *improving connectivity within the study area and region
- *supporting increased density and growth
- *spurring mixed-use development and redevelopment
- *reducing dependence on the automobile
- *anchoring sustained economic growth

SFRTA is the project sponsor, committed to the design and construction of the Wave Streetcar. SFRTA will be enter into a Joint Participation Agreement (JPA) with Florida Department of Transportation (FDOT) for \$32.6 million with the remaining \$32.6 million committed in local funding. The project has a total budget of \$83.2 million for Phase I (a).

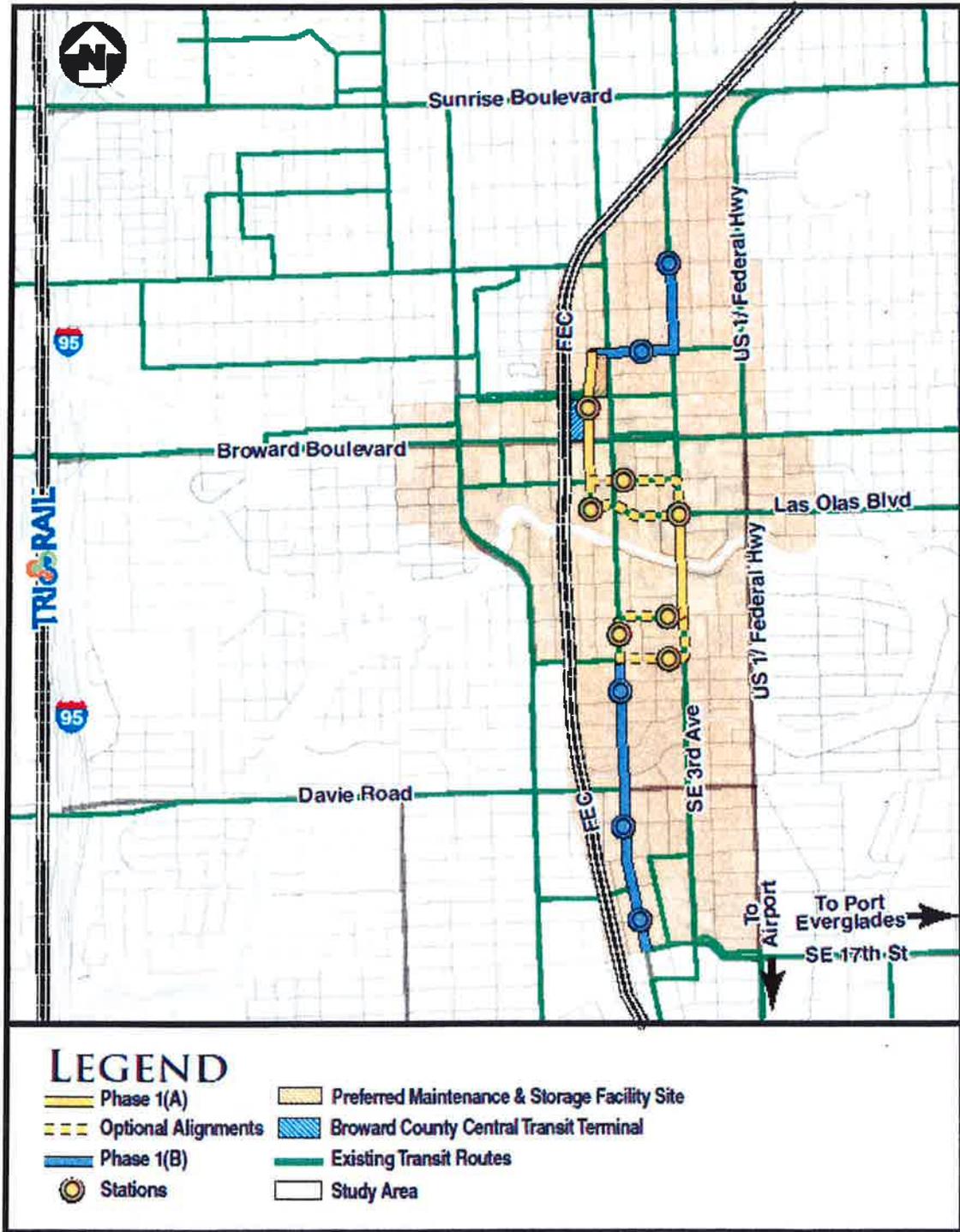
Per Circular 4702.1B, SFRTA and Broward County are aware that a timetable for a Title VI Service and Fare Equity Analysis prior to the operation of the WAVE is needed and will provide this six (6) months prior to operation.

SFRTA and Broward County are aware of ADA requirements and will endeavor to meet those for the WAVE project.

ATTACHMENT A-1 PROJECT VICINITY MAP FORT LAUDERDALE WAVE STREETCAR



**ATTACHMENT A-2
PROJECT LOCATION MAP
FORT LAUDERDALE WAVE STREETCAR**



LEGEND

- | | |
|---------------------|---|
| Phase 1(A) | Preferred Maintenance & Storage Facility Site |
| Optional Alignments | Broward County Central Transit Terminal |
| Phase 1(B) | Existing Transit Routes |
| Stations | Study Area |

ATTACHMENT B
ESTIMATED PROJECT SCHEDULE WITH MILESTONES
FORT LAUDERDALE WAVE STREETCAR PHASE 1(A)

1)	Start and Finish NEPA	January 2010 - September 2012
2)	Start and Finish Design	April 2013 - July 2014
3)	Advertise for Bids	August 2014 - October 2014
4)	Award the Project for Construction	November 2014
5)	Begin and End Construction	December 2014 - December 2016
6)	Begin and End Vehicle Procurement	July 2014 - May 2016
7)	Open for Revenue Service	December 2016
8)	Project Closeout	March 2017

ATTACHMENT C
ESTIMATED PROJECT BUDGET
FORT LAUDERDALE WAVE STREETCAR

Baseline Cost Estimate

	Cost Category	Total Project Costs	Federal Tiger Funds	State Funds	Local Funds
12.13.20	Light Rail Cars	22,079,000	0	11,039,500	11,039,500
12.23.03	Construct Line Equip/Structure	21,297,000	3,604,000	8,846,500	8,846,500
12.33.02	Construct Rail Station	1,399,000	0	699,500	699,500
12.43.03	Construct Admin/Main Facility	7,151,000	0	3,575,500	3,575,500
12.63.20	Construct Misc Signal & Communications	2,649,000	2,119,200	264,900	264,900
12.71.01	Preliminary Engineering	1,663,340	1,330,672	166,334	166,334
12.71.02	Final Design	3,326,680	2,661,344	332,668	332,668
12.71.03	Project Management	1,663,340	1,330,672	166,334	166,334
12.71.04	Construction Mgmt	1,218,640	974,912	121,864	121,864
12.73.00	Unallocated Contingency	6,161,000	0	3,080,500	3,080,500
12.75.91	Right of Way Acquisition	7,538,000	0	3,769,000	3,769,000
12.75.95	Right of Way Utility Relocation	5,224,000	4,179,200	522,400	522,400
12.79.00	Project Administration	1,800,000	1,800,000	0	0
	TOTAL PROJECT COST	83,170,000	18,000,000	32,585,000	32,585,000

Sources of Federal Funding and Matching Share Ratios

	Costs Attributed to Source of Funds	Federal Funds	Local Funds	State Funds
Federal Tiger Funds	18,000,000	18,000,000	32,585,000	32,585,000
State Funds	32,585,000			
Local Funds	32,585,000			
Total	83,170,000	18,000,000	32,585,000	32,585,000
Federal Share of Project		22%		
State Share of Project		39%		
Local Share of Project		39%		

ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE
FORT LAUDERDALE WAVE STREETCAR

Study Area: The study area is bound by Federal Highway (US 1) on the east, SE 17th Street on the south, the Florida East Coast Railroad (FEC Railroad)/W 7th Avenue on the west, and the FEC Railroad/Sunrise Boulevard on the north. This area is approximately 2.5 miles long (north to south) and 1.0 mile wide (east to west). These study area boundaries encompass the designated Downtown Fort Lauderdale Regional Activity Center (RAC), DDA, NPFCRA, and a portion of the South RAC, including the hospital district surrounding the Broward General Medical Center facility.

Table 1: Performance Measurement table

Measure	Description of Measure	Measurement Period	Reporting Period
Transit Service Levels	A table that identifies the scheduled service characteristics (frequency of service by time of day and revenue miles and hours of travel) for all transit routes containing transit stops in the study area on a typical weekday, Saturday and Sunday, before or after project opening. The table will be accompanied by a graphic that shows the alignment for each transit route.	Before (Baseline) Measurement: October 2013 After (Performance) Measurement: Semi-annually for 2 years after project opening for revenue service Period 1: 2/2017-7/2017 Period 2: 8/2017-1/2018 Period 3: 2/2018-7/2018 Period 4: 8-2018-1/2019	Before (Baseline) Measurement: January 2014 After (Performance) Measurement: Semi-annual Interim Reports for a term of 2 years after project opening for revenue service, received within 30 days of preceding period
Transit Passenger Counts	Directional boarding and alighting counts by route and time of day for all transit stops in the study area for a typical weekday (while school is in session) Saturday and Sunday.	Before (Baseline) Measurement: October 2013 After (Performance) Measurement: Semi-annually for 2 years after project opening for revenue service Period 1: 2/2017-7/2017 Period 2: 8/2017-1/2018 Period 3: 2/2018-7/2018 Period 4: 8-2018-1/2019	Before (Baseline) Measurement: January 2014 After (Performance) Measurement: Semi-annual Interim Reports for a term of 2 years after project opening for revenue service, received within 30 days of preceding period
Transit Passenger Miles and Hours of Travel	Calculation of weekday passenger miles and hours of travel for the segment of transit routes operating along the project alignment plus parallel streets, based on the scheduled transit service and the directional transit passenger counts collected for a typical weekday.	Before (Baseline) Measurement: (October) 2013 After (Performance) Measurement: Spring (February) 2017. And every 12 months for 2 years after project	Before (Baseline) Measurement: January 2014 After (Performance) Measurement: May one year and two years after project opening for revenue service

		opening for revenue service Period 1: 2/2017-1/2018 Period 2:2/2018-1/2019	
Transit Rider Characteristics	The “before” survey may utilize part of a transit rider survey. An “after” survey that yields at least 750 complete records or represents a 20% sample, whichever is greater, of the typical weekday streetcar trips while schools are in session. The specific survey methodology, sample expansion plan and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access to (and egress from) transit and socio-economic characteristics.	<p>Before (Baseline) Measurement: Survey(s) conducted for other planning purposes will be summarized</p> <p>After (Performance) Measurement: February 2017. And every 12 months for 2 years after project opening for revenue service Period 1: 2/2017-1/2018 Period 2:2/2018-1/2019</p>	<p>Before (Baseline) Measurement: January 2014</p> <p>After (Performance) Measurement: February 2017 and two years after project opening for revenue service February 2019.</p>

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013

AGENDA ITEM REPORT

Consent Regular

AGREEMENT NO. 12-008 WITH _____ (TBD)HDR ENGINEERING, INC.
PROJECT MANAGEMENT CONSULTING SERVICES
FOR THE WAVE MODERN STREETCAR PROJECT

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and _____ (TBD),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

SUMMARY EXPLANATION AND BACKGROUND:

On January 11, 2013, SFRTA advertised a Request for Qualifications (RFQ) for Project Management Consulting Services for the Wave Modern Streetcar Project. Advertisements were placed in three local newspapers and advance notice was sent to fourteen firms from SFRTA's vendor database referral list. Twenty-three firms obtained the RFQ document and three submittals were received on February 19, 2013.

The Evaluation and Selection Committee, consisting of William Cross (SFRTA), Brandy Creed (SFRTA), Chris Wren (Fort Lauderdale Downtown Development Authority), Greg Stuart (Broward Metropolitan Planning Organization), Diana Alarcon (City of Fort Lauderdale), Birgit Olkuch (FDOT District 4), and Barney McCoy (Broward County Transit), met on March 13, 2013 to hear oral presentations and perform the evaluation. The Committee ranked _____ (TBD)HDR Engineering, Inc. as the number one firm. Following approval by the Executive Director of the Committee's ranking, SFRTA entered into negotiations with _____ (TBD),HDR Engineering, Inc. Staff now recommends approval of Agreement No. 12-008 (Exhibit 1) with _____ (TBD)HDR Engineering, Inc. in the maximum not-to-exceed amount of \$ _____ (TBD):\$ 11,335,757.21 The final negotiated contract authorizes scope and dollars for Phase 1 of the Project in the event SFRTA is awarded the Small Starts Grant necessary to complete the entire Project. Construction Engineering and Inspection (CE&I) services will be negotiated at a later date.

Department: Engineering and Construction
Project Manager: Brandy Creed

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

FISCAL IMPACT: Funding is available upon approval of JPA with FDOT D4.

EXHIBITS ATTACHED: Exhibit 1 – Agreement No. 12-008
Exhibit 2 – Evaluation and Selection Committee Recommendation

Tracking No. 04261318
Page two

AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. (TBD)
PROJECT MANAGEMENT CONSULTING SERVICES
FOR THE WAVE MODERN STREETCAR PROJECT

Recommended by: Daniel Meyer 4/18/13
Department Director Date

Approved by: [Signature] 4/18/13
Contracts Director Date

Authorized by: [Signature] 4/18/13
Executive Director Date

Approved as to Form by: [Signature] 4-18-13
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



AGREEMENT NO. 12-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC.

FOR

**PROJECT MANAGEMENT CONSULTING SERVICES
FOR THE WAVE MODERN STREETCAR**

AGREEMENT NO. 12-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC.

FOR

**PROJECT MANAGEMENT CONSULTING SERVICES
FOR THE WAVE MODERN STREETCAR**

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

AND

HDR ENGINEERING, INC., a Nebraska corporation, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR".

DEFINITIONS

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

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

PREAMBLE

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

- A Request for Qualifications was advertised by SFRTA as RFQ No. 12-008, for PROJECT MANAGEMENT CONSULTING SERVICES FOR THE WAVE MODERN STREETCAR, and CONTRACTOR was determined to be the most qualified responsive and responsible respondent.

The parties acknowledge that SFRTA has received a federal Transportation Investment Generating Economic Recovery ("TIGER") Grant in the amount of \$18,000,000.00 (the "TIGER Grant") and that the TIGER Grant, and the associated state and local matching funds addressed in the WAVE Partnership Agreement dated _____, 2013 (the "Agreement"), are sufficient for completion of Phase 1(A) of the Project. The Consultant acknowledges that SFRTA has not yet received approval of the Small Starts Program Grant from the Federal Transit Administration necessary for completion of Phase 1 of the Project and that the associated state and local matching funds for Phase 1 will not be made available unless and until such approval is obtained from the federal government.

Therefore, the Consultant acknowledges and agrees that it shall not be entitled to the work associated with the scope of work for Phase 1 of the Project and the compensation associated therewith, unless SFRTA obtains the necessary Small Starts Program Grant and the associated state and local monies for Phase 1, as provided for in the Agreement. The Consultant also acknowledges that it may be issued a Limited Notice to Proceed for a portion of the entire scope of work for the Project, as addressed in this provision.

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".

- RFQ Requirements and Instructions to Proposers
- General Terms and Conditions
- Special Terms and Conditions
- Scope of Services
- Definition of Terms
- Federal Requirements
- Advertisement
- All Exhibits and Attachments
- Addendum No. 1 and 2

Contractors' Submittal
Contractor's Approved Fee Proposal
Proposal Form
Contractor's Qualification Certification
Key Employee Certification
Drugfree Workplace Certification
Debarment & Suspension Certification
Certification of Restriction on Lobbying
Truth in Negotiation Certificate
Declaration of Non-Collusion Certification
Schedule of Subcontractors
E-Verify Certification
DBE Commitment Letter
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
DBE Participation Schedule
Intent to Perform as a Subcontractor
Request for Good Faith Efforts Determination

TERM

The term of any resulting agreement shall be from Notice to Proceed to completion of project delivery and construction of supporting infrastructure plus six months. (Expected construction completion date is June 2016).

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of Eleven Million Three Hundred Thirty Five Thousand Seven Hundred Fifty-Seven Dollars and Twenty-One Cents (\$11,335,757.21).

ADDRESSES

CONTRACTOR:

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

Attn: Will Suero, P.E.

SFRTA:

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

Attn: Daniel Mazza, P.E.

WITH COPY TO:

**South Florida Regional Transportation Authority
Teresa Moore, General Counsel
800 N.W. 33 Street
Pompano Beach, FL 33064**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **HDR ENGINEERING, INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2013.

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

General Counsel, SFRTA

ATTEST:

HDR ENGINEERING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

DAY OF _____, 2013

(Corporate Seal)



Date: March 15, 2013

To: Joseph Giulietti, Executive Director

From: Evaluation and Selection Committee

Subject: RFQ 12-008 for “Project Management Consulting Services for the Wave Modern Streetcar”
Evaluation and Selection Committee Recommendation

The purpose of this memorandum is to present to the Executive Director for approval the Evaluation and Selection Committee’s ranking of shortlisted firms for the subject solicitation. The ranking is listed from highest to lowest in descending order as follows:

- 1) HDR Engineering, Inc.
- 2) EAC Consulting, Inc.
- 3) Parsons Brinckerhoff, Inc.

The Committee recommends selection of HDR Engineering, Inc. as the highest ranked firm. Upon the Executive Director’s concurrence with the Evaluation and Selection Committee’s results, SFRTA will enter into negotiations with the top ranked firm. If a contract cannot be negotiated with the top ranked firm, then negotiations will be terminated and negotiations will be initiated with the second ranked firm. If a contract cannot be negotiated with the second ranked firm, then negotiations will be terminated and negotiations will be initiated with the third ranked firm.

Nature of Procurement

SFRTA is seeking the services of a Project Management Consultant (PMC) for the WAVE Modern Streetcar project in downtown Fort Lauderdale. The PMC will augment SFRTA’s staff as necessary by providing expertise related to streetcar project management and project implementation. The term of the Agreement will be through completion of project delivery and construction of supporting infrastructure plus six months.

Procurement History

SFRTA began advertising this Request for Qualifications (RFQ) on January 11, 2013. Advance notice was sent to fourteen (14) firms from SFRTA’s vendor database/referral list. The RFQ was also publicly advertised in three (3) local newspapers. Twenty-three (23) firms obtained the RFQ document and three (3) submittals were received on February 19, 2013.

The RFQ submittals were from the following:

- EAC Consulting, Inc.
- HDR Engineering, Inc.
- Parsons Brinckerhoff, Inc.

An Evaluation and Selection Committee was approved by the SFRTA Executive Director on February 19, 2013 consisting of the following members:

- William Cross, SFRTA, Manager of Engineering & Planning
- Brandy Creed, SFRTA, Engineering Project Manager
- Chris Wren, Fort Lauderdale DDA, Executive Director
- Greg Stuart, Broward MPO, Executive Director
- Diana Alarcon, City of Fort Lauderdale, Transportation and Mobility Director
- Birgit Olkuch, FDOT District 4, Aviation and Rail Section Leader
- Barney McCoy, Broward County Transit, Service and Capital Planning Manager

The three (3) submittals received were all deemed to be responsive, and considered the shortlisted submittals. After an individual review of the RFQ submittals by each member, the Committee met on March 13, 2013 to hear oral presentations and to perform the evaluations. The evaluation and selection was performed in accordance with the evaluation criteria listed in Exhibit 1 of the RFQ as follows:

1. Qualification of Project Team(Maximum 30 points)
2. Understanding of Project's Scope (Maximum 20 points)
3. Previous Experience on Similar Projects (Maximum 30 points)
4. Familiarity with Local Issues (Maximum 20 points)

After totaling and averaging the final evaluation scores, the Committee determined the ranking listed above, and recommends HDR Engineering, Inc. as the highest ranked firm.

Analysis

During the evaluations the Committee discussed the RFQ strengths and weaknesses for each criteria. HDR Engineering, Inc. received the highest score and ranking from the Evaluation and Selection Committee as listed below:

1. Proposed Project Manager has extensive streetcar experience;
2. Team Members have been PMC for numerous streetcar projects around the country;
3. Team is familiar with the local issues related to this project;
4. Team is experienced in dealing with Federal Transit Administration (FTA) issues;
5. Team understands the dynamics of the partnership regarding this project;
6. Possess strong experience in vehicle procurement and maintenance facility design;
7. Experienced in dealing with utilities; and
8. Team is committed to exceeding the 7% DBE goal.

Determination

For the reasons set forth above, the Evaluation and Selection Committee has recommended HDR Engineering, Inc. as the top ranked firm for RFQ No. 12-008 for "Project Management Consulting Services for the Wave Modern Streetcar". After approval of the recommendation, SFRTA will enter into fee negotiations with HDR Engineering, Inc.

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



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



Chris Bross, Director
Procurement



Joseph Giuliatti
Executive Director

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013

AGENDA ITEM REPORT

Consent Regular

JOINT PARTICIPATION AGREEMENT
FOR FISCAL YEAR 2012-2013 FOR THE WAVE MODERN STREETCAR PROJECT

REQUESTED ACTION:

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 (WAVE).

SUMMARY EXPLANATION AND BACKGROUND:

FDOT will provide the SFRTA with a JPA for funds for payment towards the PMC Services and design services for the WAVE.

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

Department Director: Edward Woods
Procurement Director: Christopher Bross

FISCAL IMPACT: This Agreement will fund \$1,100,000 through a JPA from FDOT to fund the PMC and design services for the WAVE.

EXHIBITS ATTACHED: Exhibit 1 – [FDOT Joint Participation Agreement](#)

JOINT PARTICIPATION AGREEMENT
FOR FISCAL YEAR 2012-2013 FOR THE WAVE MODERN STREETCAR PROJECT

Recommended by: E J Woods 4-25-13
Department Director Date

Approved by: [Signature] 4/25/13
Contracts Director Date

Authorized by: [Signature] 4/25/13
Executive Director Date

Approved as to Form by: [Signature] 4-25-13
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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 6/11

Financial Project No.: <u>421390-4-94-04</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>NSTP</u> Function: <u>683</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088774</u> FLAIR Obj.: <u>750012</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF650002789003</u>
Contract No.: _____ CFDA Number: _____	CSFA Number: <u>55.012</u>	

THIS AGREEMENT, made and entered into this _____ day of _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano, FL, 33064

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2016 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

341.051
 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Funds will be used for the design and construction of the Wave Streetcar Project Phase I(a) which will serve the core 1.42 mile segment of a total 2.7 mile (two way) streetcar corridor.

and as further described in Exhibit(s) A,B,C,D,E attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 20,200,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 1,100,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage is is not applicable. If applicable, __ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development (OMD)
3400 West Commercial Blvd
Fort Lauderdale, FL 33309-3421

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development (OMD)
3400 West Commercial Blvd
Fort Lauderdale, FL 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development (OMD)
3400 West Commercial Blvd
Fort Lauderdale, FL 33309-3421

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development (OMD)
3400 West Commercial Blvd
Fort Lauderdale, FL 33309-3421

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development (OMD)
3400 West Commercial Blvd
Fort Lauderdale, FL 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard, Fort Lauderdale, FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency 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 the Agency, 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.

The Agency 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 the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

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

14.40 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, 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. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 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; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2016. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: 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.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 877-693-5236.

23.00 Public Entity Crime: 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 contractor, 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 421390-4-94-04

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

South Florida Regional Transportation Authority
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development

TITLE

Financial Project No. 421390-4-94-04
Contract No. _____
Agreement Date _____

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano, FL, 33064
referenced by the above Financial Project Number.

PROJECT LOCATION:

Downtown Fort Lauderdale

PROJECT DESCRIPTION:

The proposed project will be located in Downtown Fort Lauderdale. The project area is generally bounded by Federal Highway (US 1) on the east, SE 17th Street on the south, the Florida East Coast (FEC) Railway (FEC)/NW 7th Avenue on the west, and the FEC Railroad/Sunrise Boulevard to the north.

The project has been broken into full and partial phased implementation, defined as WAVE MODERN STREETCAR PHASE I or alternatively WAVE MODERN STREETCAR, PHASE IA respectively. PHASE IA is a subset of PHASE I and serves the core 1.42-mile segment of a total 2.7-mile (two way) streetcar corridor. This Joint Participation Agreement (JPA) is for PHASE IA which will connect major employment and primary activity centers in Downtown Fort Lauderdale, Florida providing connections with existing and proposed regional transit investments. The system will include approximately seven (7) passenger stations representative of the character of the specific area. The stations will be solar-powered and will have real time information, which is a system that communicates to the passengers when the next vehicle will arrive at the station. The stations will also have informational kiosks displaying destinations/attractions in the downtown, as well as upcoming events. Other project related improvements include streetscape around the stations, to include pedestrian crosswalks, shade trees, lighting, and improved sidewalks.

The South Florida Regional Transportation Authority (SFRTA) is the project sponsor, committed to design and construct the WAVE MODERN STREETCAR. SFRTA will be entering into an agreement with the Federal Transit Administration (FTA) for \$18 million in Transportation Investment Generating Economic Recovery (TIGER IV) funding. The Department is entering into this JPA to contribute up to a maximum amount of \$32,600,000 for the 1.42-mile PHASE IA project, not to exceed the local share. The project has a total budget of \$83.2 million for PHASE IA as shown in Exhibit B of this agreement.

The Department funds for the project will be used for items such as but not limited to project management, project administration, preliminary engineering, final design, utility design and utility relocation, purchase of modern hybrid streetcars, construction of stations, vehicle maintenance facility and major shop equipment, construction of bridge, construction of guideway and track elements, sitework, special conditions, signal and systems.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

Funding to be used only for the WAVE MODERN STREETCAR, PHASE IA which serves the core 1.42-mile segment. This JPA is contingent on the execution of the Interlocal Agreement with all partners (see Exhibit E, attached hereto).

DELIVERABLES:

Please submit an invoice on the project every three (3) months, please include three (3) hard copies of the back-up and (three) 3 original Invoice Summary Sheets. Please refer to your JPA, Sections 6.0 and 7.0, for correct payment provisions through the Department of Transportation. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. All invoices must be accompanied by appropriate back-up, and check and/or check numbers that paid the invoice. Please contact your Florida Department of Transportation Project Manager for any additional questions before invoicing.

- Quarterly reports are to be submitted every three months.
- Include a detailed project budget with each invoice that delineates expenses with the project, clearly defines the expenses associated with the project as it relates to the scope.
- Provide up-to-date project plans with the quarterly reports.
- Site visits and route field review may be required by the state project manager to monitor the progress of the project.
- If the project scope changes, the FDOT project manager must be notified in writing, including but not limited to: route change/length, number and/or size of streetcars and stations, number of stops, headway, funding, etc.

Fin. Proj. No.: 421390-4-94-04

Contract No.: _____

Agreement Date: _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano, FL 33064
Referenced by the above Financial Project Number.

PARTICIPATION:	FY2012/2013	FY2013/2014	FY2015/2016	Total
Federal Participation:				
FTA (TIGER Grant)	\$18,000,000	\$0	\$0	\$18,000,000
Maximum Department Participation:				
Primary (NSTP)	\$1,100,000	\$23,360,000	\$8,140,000	\$32,600,000
Local Participation				
City of Fort Lauderdale	\$1,100,000 *	\$9,400,000	\$0	
Local (TBD)	\$0	\$0	\$8,140,000	\$32,600,000
Special Assessment District	\$0	\$13,960,000	\$0	
Total	\$20,200,000	\$46,720,000	\$16,280,000	

TOTAL PROJECT COST:	\$83,200,000
----------------------------	---------------------

* Pending budget amendment

Note: The Department's contribution is not to exceed the local share.

Financial Project No. 421390-4-94-04
Contract No. _____
Agreement Date _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and South Florida Regional Transportation Authority

800 NW 33rd Street, Suite 100, Pompano, FL, 33064

referenced by the above Financial Project Number.

Reference statutes as applicable.

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

Bus Transit System - In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

Fixed Guideway Transportation System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

Fixed Guideway Transportation System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

Financial Project No. 421390-4-94-04
 Contract No. _____
 Agreement Date _____

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.017	\$ 1,100,000
<u>Compliance Requirements</u>		

Allowable activities are eligible capital expenses of a New Start project, in accordance with Section 341.051(5)(a). Eligible costs include preliminary engineering, final design, right-of-way acquisition, construction, and acquisition of capital equipment.

Planning is not an allowable activity with regards to New Starts Transit Program funding.

New Start Transit Program may fund up to 1/2 of the nonfederal share of eligible capital costs, in accordance with Section 341.051(5)(a). Departmental participation in the final design, right-of-way acquisition, and construction of an individual fixed-guideway project which is not approved for federal funding shall not exceed 12.5 percent of the total cost of each phase.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

EXHIBIT "E"
INTERLOCAL AGREEMENT

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013

AGENDA ITEM REPORT

Consent Regular

MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, BROWARD COUNTY, FLORIDA DEPARTMENT OF
TRANSPORTATION, AND CITY OF FORT LAUDERDALE REGARDING WAVE MODERN
STREETCAR PROJECT PROPERTY

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.

SUMMARY EXPLANATION AND BACKGROUND:

The Wave Modern Streetcar project (Project) will be an approximately 2.7-mile electric modern streetcar system located in the Downtown City of Fort Lauderdale (Phase 1). Phase 1A of the Project is approximately 1.42 miles and is the phase to be constructed using the TIGER Grant.

SFRTA was awarded a Transportation Investment Generating Economic Recovery (TIGER) Grant from the FTA, in June, 2012 for Phase 1A of the Project. As a condition of the TIGER Grant, FTA is requiring that the parties enter into an agreement evidencing their commitment to providing the necessary access, availability and usage of their respective interests in the Project property. This includes long-term access to State, County and City road right of way (ROW), as well as, the Wave Maintenance Facility.

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

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

FISCAL IMPACT: SFRTA shall have no obligation to fund the costs of any capital improvements.

EXHIBIT ATTACHED: Exhibit 1- MOU for the Wave Modern Streetcar Project Property

MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, BROWARD COUNTY, FLORIDA DEPARTMENT OF
TRANSPORTATION, AND CITY OF FORT LAUDERDALE REGARDING WAVE MODERN
STREETCAR PROJECT PROPERTY

Recommended by: *Daniel Mays* 4/18/13
Department Director Date

Approved by: *[Signature]* 4/18/13
Contracts Director Date

Authorized by: *[Signature]* 4/18/13
Executive Director Date

Approved as to Form by: *[Signature]* 4-18-13
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- MOU Wave Modern Streetcar Project Property

MEMORANDUM OF UNDERSTANDING

Between

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,

BROWARD COUNTY,

FLORIDA DEPARTMENT OF TRANSPORTATION, and

CITY OF FORT LAUDERDALE

Regarding the

WAVE MODERN STREETCAR PROJECT PROPERTY

DRAFT

This Memorandum of Understanding (“MOU”) is entered into jointly by the South Florida Regional Transportation Authority (“SFRTA”), Broward County (“County”), the Florida Department of Transportation (“FDOT”) and the City of Fort Lauderdale (“City”). Hereinafter, these agencies are referred collectively as the “Parties.”

WHEREAS, the Parties have committed either funding or other services for the WAVE Modern Streetcar Project (as it is defined in the Wave Modern Streetcar Partnership Agreement dated _____, ___, 2013 (the “Agreement”) and referred to herein as the “Project”); and

WHEREAS, SFRTA was awarded a TIGER Grant from the Federal Transit Administration (“FTA”), in June, 2012 for the Project (the “TIGER Grant”); and

WHEREAS, each of the Parties owns, or shall own, pursuant to the terms of the Agreement, property over which the Project shall operate and/or land on which the WAVE Maintenance Facility will be located (the “Project Property”); and

WHEREAS, FTA is requiring, as a condition of the TIGER Grant, that the Parties enter into an agreement evidencing each of the Parties’ commitment to providing the necessary access, availability and usage of their respective interests in the Project Property

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

1. 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.

2. PROJECT PROPERTY.

a. The Parties are, or will be, the owners of the Project Property identified in the TIGER grant application approved by FTA or, in the case of the Vehicle Maintenance Facility (VMF), which will be identified at a future date.

b. The Parties agree to allow the Project to operate over their respective interests in the Project Property including rights of way and to have the necessary access to their respective Project Property(ies) (if such access is within the respective Party's control) to permit the Project to be operated, in compliance with the Parties' respective applicable rules and regulations.

c. The Parties agree to accommodate the use and utility of the Project in the future development of their facilities for as long as the Project is operational. It is contemplated that during the Project's Engineering Phase, that FTA may require a more definitive agreement regarding the usage of the Project Property including rights of way to enable the Project to operate and serve the public. In that event, the Parties agree to negotiate such agreement in good faith and in a timely manner.

3. TERM.

The term of this MOU will be for a period not to exceed thirty (30) years or as long as the Project is operational.

4. EFFECTIVE DATE.

This MOU shall take effect on the last date approved by all Parties. Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, and shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DRAFT

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, through its GOVERNING BOARD,
signing by and through its Chair, authorized to execute same by Board action on the ____ day
of _____, 2013

SFRTA:

ATTEST:

By: _____

_____, CHAIR

Joseph Giuliatti, Executive Director

____ day of _____, 2013

APPROVED AS TO FORM:

Teresa J. Moore, General Counsel

DRAFT

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2013

COUNTY

ATTEST:

BROWARD COUNTY, by and through
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Approved as to form by Office
of the County Attorney for Broward County, FL
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Assistant County Attorney

Date: _____

THE CITY OF FORT LAUDERDALE, through its City Commission, signing by and through its City Manager, authorized to execute same by Board action on the ____ day of _____, 2013,

CITY:

ATTEST:

CITY OF FORT LAUDERDALE

City Clerk

By _____
City Manager

____ day of _____, 20____.

APPROVED AS TO FORM:

City Attorney

DRAFT

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST:

By: _____
FDOT District 4 Secretary

FDOT Attorney
Approved as to Form

DRAFT

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013AGENDA ITEM REPORT Consent RegularTRI-RAIL COASTAL LINK
MEMORANDUM OF UNDERSTANDING (MOU)REQUESTED ACTION:MOTION TO APPROVE: Tri-Rail Coastal Link Memorandum of Understanding (MOU)SUMMARY EXPLANATION AND BACKGROUND:

In November 2012, South Florida Regional Transportation Authority (SFRTA) Governing Board members and SFRTA staff were part of a multi-agency Southeast Florida delegation that participated in the Sustainable Communities Leadership Academy (held in Minneapolis, MN). The multi-agency Southeast Florida delegation developed a proposed "Southeast Florida Passenger Rail Coordination Framework" which specifically defined roles for the various parties during each stage of development and implementation of expanded Tri-Rail service on the Florida East Coast (FEC) Corridor.

In subsequent months, this framework has evolved to become a Memorandum of Understanding (MOU) that defines relationships and roles for the various parties involved in the project. The draft MOU has undergone multiple reviews by the partner agencies, including a comments letter that was transmitted by SFRTA staff on February 13, 2013.

Consensus was reached on the content of the MOU at a recent meeting of the South Florida East Coast Corridor (SFECC) Study Steering Committee, which was held on March 4, 2013 and had multiple SFRTA Governing Board members in attendance. The SFECC Study Steering Committee also took action at its March 4, 2013 meeting by approving "Tri-Rail Coastal Link" as the new project name.

As currently scheduled, the Southeast Florida Transportation Council (SEFTC) is the first body with the opportunity to approve the MOU on April 22, 2013. Following SFRTA Governing Board consideration on April 26, 2013 the MOU will be on the meeting agendas of the region's three metropolitan planning organizations (MPOs) and two regional planning councils (RPCs) throughout the month of May (Exhibit 2).

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

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

FISCAL IMPACT: None.

EXHIBITS ATTACHED: Exhibit 1– Memorandum of Understanding
Exhibit 2- Schedule of Adoption MOU

TRI-RAIL COASTAL LINK
MEMORANDUM OF UNDERSTANDING (MOU)

Recommended by: Daniel Murphy 4/18/13
Department Director Date

Approved by: [Signature] 4/18/13
Contracts Director Date

Authorized by: [Signature] 4/18/13
Executive Director Date

Approved as to Form by: [Signature] 4/18/13
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

1 **MEMORANDUM OF UNDERSTANDING**

2
3 **Between**

4
5 **PALM BEACH METROPOLITAN PLANNING ORGANIZATION,**
6 **BROWARD METROPOLITAN PLANNING ORGANIZATION,**
7 **MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION,**
8 **SOUTHEAST FLORIDA TRANSPORTATION COUNCIL,**
9 **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,**
10 **FLORIDA DEPARTMENT OF TRANSPORTATION,**
11 **SOUTH FLORIDA REGIONAL PLANNING COUNCIL, AND**
12 **TREASURE COAST REGIONAL PLANNING COUNCIL**

13
14 **For**

15
16 **TRI-RAIL COASTAL LINK SERVICE**

17
18 **PRELIMINARY PROJECT DEVELOPMENT, PROJECT DEVELOPMENT,**
19 **ENGINEERING AND CONSTRUCTION PHASES; FUNDING;**
20 **PUBLIC OUTREACH; PROJECT SPONSORSHIP; AND OPERATING AGENCY**

21
22
23 This Memorandum of Understanding (MOU) is entered into by and among the Palm Beach
24 Metropolitan Planning Organization (Palm Beach MPO), Broward Metropolitan Planning
25 Organization (Broward MPO), Miami-Dade Metropolitan Planning Organization (Miami-Dade
26 MPO), Southeast Florida Transportation Council (SEFTC), Florida Department of
27 Transportation (FDOT), South Florida Regional Transportation Authority (SFRTA), South
28 Florida Regional Planning Council (SFRPC), and Treasure Coast Regional Planning Council
29 (TCRPC). Hereinafter, these agencies are referred collectively as the “Parties.”

30
31 The Parties wish to continue the efforts already underway to improve mobility in the region
32 which have involved unprecedented state, regional and local stakeholder collaboration and
33 coordination, including the Parties’ ongoing efforts to identify optimum multimodal alternatives
34 for a balanced transportation system and to support local and regional land use plans.

35
36 The development of a multimodal transportation system within the southeast Florida region
37 involves numerous transportation agencies and stakeholders and is a complex undertaking. Each
38 of the Parties brings unique knowledge, skills, and abilities which are necessary for successful
39 completion and ultimate implementation of the Project.

40 The Parties acknowledge the potential transportation, economic, social, and environmental
41 benefits of the reintroduction of passenger service along an 85-mile section of the Florida East

42 Coast (“FEC”) Railway corridor between downtown Miami and Jupiter. The proposed premium
43 transit service generally described by the on-going South Florida East Coast Corridor (“SFECC”)
44 Study has been named, by agreement of the parties, the Tri-Rail Coastal Link Service (the
45 “Project”).

46 The Project will connect the urban core of 28 densely-populated municipalities in eastern Miami-
47 Dade, Broward, and Palm Beach Counties. It will improve north-south mobility, encourage
48 stronger east-west connections, promote redevelopment and revitalization, enhance and integrate
49 existing Tri-Rail service, and enhance freight movement. Reintroducing passenger service in the
50 FEC corridor will provide an efficient option to driving on congested streets and highways and a
51 much-needed integrated transportation link.

52 The Palm Beach MPO, Broward MPO, and Miami-Dade MPO (collectively referred to herein as
53 the “MPOs”) have allocated funding towards the Project. It is acknowledged the Project will
54 require certain approvals consistent with the Federal planning role of MPOs, including the
55 Project’s placement into the local and regional fiscally-constrained Long Range Transportation
56 Plans (LRTPs) and the determination of a “Locally Preferred Alternative” (LPA).

57
58 Exhibit “A” of this MOU identifies the roles and responsibilities of the major items, work tasks,
59 and project phases associated with implementation of the “Project,” which will include the
60 following: Preliminary Project Development; Project Development; Engineering; Construction;
61 Funding; Public Outreach; Project Sponsorship (with the Federal Transit Administration (FTA),
62 which is anticipated to be the lead federal agency); and Operations.

63
64 The purpose of this MOU is to develop a multi-agency partnership for undertaking the Project.
65 This includes, but is not limited to:

- 66
- 67 • Establishing an Executive Steering Committee and Sub-Committees with specific responsibilities
- 68 and regularly scheduled meetings,
- 69 • Clarifying the roles and responsibilities of the Parties relative to the Project,
- 70 • Clarifying the involvement of the Parties relative to the Project,
- 71 • Improving the efficiency by which Project activities are conducted,
- 72 • Scheduling regular Project updates to the involved Boards and agencies as deemed necessary by
- 73 the Executive Steering Committee,
- 74 • Presenting and advancing the Project with a unified voice,
- 75 • Coordinating technical studies and evaluations,
- 76 • Coordinating outreach to the public, municipalities, and other involved stakeholders,
- 77 • Collaborating on innovative approaches to a Funding Framework for the Project,
- 78 • Maximizing the Region’s competitiveness in securing potential Federal funding for the project,
- 79 • Clarifying communication/coordination with the involved privately owned railroads, and
- 80 • Managing the funding and administration relating to the Project.

81 The Parties hereby mutually agree and express their understanding of the following components:

- 82 1. **Executive Steering Committee:** Prior to the beginning of the Project Development
83 Phase, the Parties shall establish an Executive Steering Committee to provide guidance
84 and direction for the Project and to serve as a liaison to their respective agencies. The
85 Parties shall select up to two senior level representatives to serve as members of the
86 Committee, and all Parties shall participate fully in this Committee, including providing
87 staff and technical support to the Committee as deemed necessary. The Executive
88 Committee is intended to include additional representation from the three county transit
89 agencies to provide strategic input on regional and local transportation issues. The
90 Executive Committee should meet no less than bi-monthly to discuss Project status,
91 issues facing the Project and to develop strategies for resolving Project-related
92 challenges.
- 93
- 94 2. **Project Roles and Responsibilities:** The roles and responsibilities of the Parties in
95 conducting the Project shall be as follows:
- 96
- 97 A. All Parties shall ensure that the Project is coordinated and consistent with all local,
98 regional, and state transportation plans.
- 99
- 100 B. All Parties shall seek to reach consensus on key project issues and work cooperatively
101 towards resolving any conflicts that may arise.
- 102
- 103 C. All Parties shall ensure that the overall Project Development milestone schedule (two
104 year required timeline by FTA) is maintained throughout the project. A schedule with
105 key milestones (FTA documentation, public meetings, etc.) will be developed by
106 FDOT and reviewed by the Executive Steering Committee. The Sub-Committees will
107 ensure project development activities are consistent with the overall Project
108 Development schedule.
- 109
- 110 D. SFRTA will coordinate with FDOT on the rail operations planning and engineering to
111 support the analysis of alternatives, particularly as it affects existing commuter rail
112 services.
- 113
- 114 E. FDOT and SFRTA will jointly present regular Project updates quarterly to the MPOs,
115 SEFTC, and SFRTA boards and semi-annually to the SFRPC and TCRPC boards.
- 116
- 117 F. **Executive Steering Committee:** FDOT will coordinate the Executive Steering
118 Committee as described above, in collaboration with SFRTA, through the Project
119 Development Phase. SFRTA will coordinate the Executive Steering Committee, in

120 collaboration with FDOT, through the Engineering and Construction Phases.
121 Additional technical input as appropriate will be coordinated with Florida East Coast
122 Industries (FECI). The Executive Steering Committee will report back to the MPOs
123 and SEFTC for local and regional direction.
124

125 **G. Project Sub-Committees:** Three Sub-Committees will serve under the Executive
126 Steering Committee to facilitate more detailed discussions about certain aspects of the
127 project as follows:
128

- 129 a. The Financial Sub-Committee, to be coordinated by the SFRTA, will develop
130 a financial and funding plan for the Project, including local contributions.
- 131 b. The Technical Sub-Committee, to be coordinated by the FDOT, will review
132 and discuss the numerous technical details of the project.
- 133 c. The Public Outreach Sub-Committee, to be coordinated by the Regional
134 Planning Councils (RPCs), will craft and disseminate materials for general
135 public outreach efforts.
136

137 All Sub-Committees shall utilize the technical resources of the Project team to ensure
138 information and data consistency.
139

140 All Sub-Committees shall report back to the Executive Steering Committee.
141

142 All Sub-Committees shall include representation by the three MPOs.
143

144 **H. Preliminary Project Development Phase:** FDOT shall have the primary
145 responsibility to lead and complete the Preliminary Project Development Phase,
146 including the completion of the “South Florida East Coast Corridor Study.” This
147 study, which represents “preliminary project development” (formerly known as an
148 “alternatives analysis”), includes the traditional steering of the planning activities
149 leading to a formal request to Federal Transit Administration (FTA) for the project to
150 enter the “project development” phase (which includes the NEPA process). SFRTA,
151 in conjunction with FDOT and the MPOs, will transmit a letter to FTA on behalf of
152 the Parties requesting entry into the Project Development Phase and indicating the
153 SFRTA will be the future Project Sponsor. Concurrence from the MPOs shall be
154 secured for the Project prior to this request to FTA.
155

156 During the Preliminary Project Development and Project Development Phases, FDOT
157 shall serve as contract manager for the Project, administer Project funds, oversee all
158 technical and environmental components, and insure that the Project’s procurement
159 process is consistent with applicable federal, state and local regulations and that

160 appropriate billing procedures are implemented. FDOT will coordinate directly with
161 SFRTA for technical support, as well as Project presentations, workshops, and
162 hearings. General oversight for the Project will be provided by SEFTC.

- 163
164 I. **Project Development Phase:** FDOT shall have the primary responsibility for
165 completing all activities associated with the Project Development Phase, including
166 the National Environmental Policy Act (NEPA) process. FDOT will coordinate this
167 effort directly with the SFRTA, including technical support and all presentations,
168 workshops, and hearings. Following approval of an LPA by the Palm Beach MPO,
169 Broward MPO, and Miami-Dade MPO, FDOT shall submit final NEPA
170 documentation to FTA. Upon approval of the NEPA document, SFRTA, on behalf of
171 the Parties, shall submit a request to FTA to enter the Engineering Phase.

172
173 FDOT and the SFRTA will coordinate with the Executive Steering Committee
174 regarding coordination with local governments addressing station locations, land use,
175 future transit oriented development opportunities, and related matters. Additional
176 technical input as appropriate will be coordinated with FECL.

- 177
178 J. **Design, Engineering and Construction Phases:** SFRTA shall have the primary
179 responsibility to lead the Engineering and Construction Process. SFRTA will
180 coordinate this effort directly with FDOT. Oversight for this Process will be provided
181 by the Executive Steering Committee. Prior to the submittal of an FTA request to
182 advance the Project into the Engineering Phase, the Project shall be endorsed by the
183 MPOs, and it shall be included in the “Cost Feasible” plans of the MPOs and SEFTC
184 (referred to as “fiscally constrained plans” in the MAP-21 legislation).

185
186 K. **Public Outreach Process:**

- 187
188 a. **General Public Outreach:** SFRPC and TCRPC shall have the primary
189 responsibility for the coordination and implementation of a general public
190 outreach and education program. This shall include development and
191 facilitation of a “Corridor Coalition” to assist with identification of project
192 leaders, provide project advocacy, and secure public input. The RPCs will
193 provide all public materials to FDOT for review to ensure NEPA compliance.
194 A public involvement schedule for NEPA requirements (public meetings,
195 advertising deadlines, etc.) will be developed by FDOT and coordinated with
196 the RPCs. FDOT will retain responsibility for responding to and maintaining
197 records for all public comments during the NEPA process. The public
198 outreach effort will be supported by and coordinated with FDOT, SFRTA,
199 SEFTC, and the MPOs.

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b. **Procedural Public Outreach:** The lead coordinating agency responsible for a particular phase of the Project (e.g., FDOT for the Project Development Phase; SFRTA for the Engineering and Construction Phases) will facilitate the required procedural public outreach for said phase (e.g., NEPA public hearings, notices mailed to affected property owners). The RPCs will provide assistance for this specific public outreach as appropriate. All public outreach activities will be coordinated with the Executive Steering Committee.

L. **Negotiations with Florida East Coast Industries (FECI):** Speaking with a “unified voice” for the Region, FDOT and SFRTA shall be equally responsible for negotiations with Florida East Coast Industries (FECI) regarding all aspects of the Tri-Rail Coastal Link service. Both FDOT and SFRTA will provide legal and technical support as necessary for completion of negotiations.

M. **Project Finance Plan:** Through the Project Steering Committee, FDOT shall have the primary responsibility to develop a general funding framework, through the Preliminary Project Development Phase, which will include anticipated federal, state, and local shares. Through the Financial Sub-Committee, SFRTA shall have the primary responsibility for project financing, including the development of a conceptual project finance plan that addresses capital costs, access fees, operations/maintenance costs, and local contributions. FDOT and SFRTA will collaborate upon these efforts, which will occur simultaneously throughout the course of the Project. The Project Finance Plan will be coordinated with and integrated into ongoing MPO finance planning and be presented to the MPOs for approval. Approval will be sought by the Executive Steering Committee and all affected funding parties at the federal, state, county, and municipal levels, as well as other sources that may be identified, and ultimately brought to the MPOs for inclusion in their Cost Feasible Plans and Transportation Improvement Plans (TIPs) per federal law.

N. **Project Funding:** Funding for the Project Development Phase of the Project is included in the FDOT five-year work program. The Executive Steering Committee shall pursue all sources of capital money to fund the remaining phases of Engineering and Construction. Operations and maintenance costs shall be a local and regional responsibility. FDOT shall have no obligations to fund operations and maintenance costs for the Project.

O. **Federal Funding Application Process:** SFRTA shall have the primary responsibility for negotiating and acquiring a Full Funding Grant Agreement (FFGA)

240 with the FTA, should the project require New Starts/Small Starts or capital funding
241 through the FTA. SFRTA will be identified as the Project Sponsor and “Designated
242 Recipient” for the award of any Federal funds for the Project. FDOT will be
243 responsible for assembling the project information and producing all technical
244 documentation for entry into the Project Development and Engineering Phases,
245 including New Starts technical worksheets and data. SFRTA will review all project-
246 related documentation prior to its submittal to FTA.

247
248 Once the Project is approved to enter the Project Development Phase, FDOT, in
249 coordination with SFRTA, will lead all technical discussions with FTA through the
250 Project Development Phase. Once the Project is approved to enter the Engineering
251 Phase, SFRTA, in coordination with FDOT, will lead all technical discussions with
252 FTA once the Project is approved for the Engineering Phase.

253
254 Additional technical input as appropriate will be coordinated with FECL. General
255 oversight for all Federal funding applications will be provided by the Executive
256 Steering Committee.

- 257
258 **P. Operations Phase.** The Project is anticipated to result in expanded and integrated
259 commuter rail passenger service on the South Florida Rail Corridor (Tri-Rail) as well
260 as new service on the FEC rail corridor (Tri-Rail Coastal Link) and that these services
261 would become an important part of the regional transportation system. Accordingly,
262 it is the intent of all Parties that SFRTA be the Operating Agency of the Tri-Rail
263 Coastal Link commuter rail passenger service in South Florida and that it have the
264 primary responsibility for the service.

265
266 The various components of the SFEC Project Process, as identified above, are
267 illustrated in the graphic contained in Exhibit A.

- 268
269 **3. Involvement by the Parties in the Project:** The Project shall be conducted with the
270 involvement of, and in cooperation with, the Parties at each stage of the Project.
271 Approval from the Executive Steering Committee must be obtained at each of the major
272 Project milestones. The major milestones for the purposes of the MOU on this Project
273 include:

- 274
275 A. Board Meeting Presentations
276 B. FTA Presentations
277 C. Strategy and schedule for the Project Development and related environmental analysis
278 for the Project under NEPA

- 279 D. Submission of the Project Development letter and supporting documentation to FTA
280 for the Project
281 E. Development and refinement of the Build Alternatives for the NEPA process
282 F. Preliminary funding plan with the regional stakeholders
283 G. Endorsement from MPOs prior to requesting FTA approval to enter Project
284 Development and/or Engineering Phases
285 H. Public Workshop and Hearing materials for the NEPA process
286 I. Executive Steering Committee recommendation of an LPA to the MPOs
287 J. Submission of the draft NEPA document to the FTA
288 K. Schedule for the Next Phase of the Project Process, Engineering, in compliance with
289 FTA requirements including the preliminary funding plan for the Project
290

291 4. Through this MOU, the Parties express their mutual intent to move in a diligent, efficient,
292 and thorough manner to develop the Project, but understand that this MOU is, by its
293 nature, an understanding outlining commitments to be made in this process and the
294 Parties understand and agree that notwithstanding anything to the contrary contained in
295 this MOU, this MOU shall impose no legally enforceable contractual obligations or other
296 obligations on any of the Parties. Each of the parties agrees to pursue maximum
297 cooperation and communication to ensure that the planning, design, financing, and
298 implementation of passenger rail service fully complies with applicable federal and state
299 requirements and results in a minimum duplication of effort.

300
301 5. This MOU shall take effect when approved by all Parties on the last date shown below,
302 and shall expire upon Project Implementation or upon sixty (60) days notice of
303 termination by any Party. The Understanding may be extended in writing by the Parties.
304

305
306

307 **APPROVED AND ADOPTED** by each Party on the date shown below:

308
309

310 **FOR THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION**

311

312 The foregoing Memorandum of Understanding was offered by _____
313 who moved its adoption. The motion was seconded by _____,
314 and upon being put to a vote, the motion passed. The Chairman thereupon declared the
315 Memorandum of Understanding duly adopted this _____ day of _____, 2013.

316

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

317

318

319

By: _____
Chairman

320

321

322

ATTEST:

323

324

325

326

By: _____

Executive Secretary

327

328

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

329

330

331

332

By: _____

Assistant County Attorney

333

334

335

336

337

338 **FOR THE BROWARD METROPOLITAN PLANNING ORGANIZATION**

339

340 **AGREEMENT BETWEEN THE BMPO AND OTHER REGIONAL PARTIES FOR A**
341 **MEMORANDUM OF UNDERSTANDING FOR THE TRI-RAIL COASTAL LINK**
342 **PARTNERSHIP**

343

344 **IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the
345 respective dates under each signature: MPO, signing by and through its Chair and Executive
346 Director, attested to and duly authorized to execute same.

347

348

MPO
BROWARD METROPOLITAN
PLANNING ORGANIZATION

349

350

351

352

353 By: _____

By: _____

354 Richard Blattner, Chair

Gregory Stuart, Executive Director

355

356

357 This _____ day of _____, 2013.

This _____ day of _____, 2013.

358

359 APPROVED AS TO FORM AND LEGAL
360 SUFFICIENCY FOR THE USE OF AND
361 RELIANCE BY THE MPO ONLY:

362

363

364

365 _____

MPO General Counsel
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

368

369

370 **FOR THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION**

371
372 **AGREEMENT BETWEEN THE MIAMI-DADE MPO AND OTHER REGIONAL PARTIES**
373 **FOR A MEMORANDUM OF UNDERSTANDING FOR THE TRI-RAIL COASTAL LINK**
374 **PARTNERSHIP**

375
376 **IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the
377 respective dates under each signature: MPO, signing by and through its Chair and Executive
378 Director, attested to and duly authorized to execute same.

379
380 **MPO**
381 **MIAMI-DADE METROPOLITAN**
382 **PLANNING ORGANIZATION**

383
384
385
386 By: _____
387 Rebeca Sosa, Chair

386 By: _____
387 Irma San Roman, Interim Director

388
389
390 This _____ day of _____, 2013.

390 This _____ day of _____, 2013.

391
392
393 APPROVED AS TO FORM AND LEGAL
394 SUFFICIENCY:

395
396
397 _____
398 Assistant County Attorney

399
400
401
402
403
404 **FOR THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

405
406 The Chairman thereupon declared the Memorandum of Understanding duly adopted this 22nd day
407 of April 2013.

408
409
410 **SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

411
412
413 By: _____
414 **MPO Director**

418 **FOR THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

419
420 **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, through its
421 **GOVERNING BOARD**, signing by and through its Chair, authorized to execute same by Board
422 action on the ____ day of _____, 2013

423

424 SFRTA:

425

426 ATTEST: By: _____

427

428

429 _____, CHAIR

430 Joseph Giuliatti, Executive Director

431

432 ____ day of _____, 2013

433

434 APPROVED AS TO FORM:

435

436

437 _____

438 Teresa J. Moore, General Counsel

439

440

441

442 **FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION**

443

444

445

446 _____
FDOT Secretary

447

448

449

Date

450 **FOR THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL**

451
452 DULY ADOPTED by the South Florida Regional Planning Council this ____ day of
453 _____ 2013.

454

455

456

457

Paul Wallace, Chair
South Florida Regional Planning Council

458

459

460

461

462

Date

463

464

465 **FOR THE TREASURE COAST REGIONAL PLANNING COUNCIL**

466
467 DULY ADOPTED by the Treasure Coast Regional Planning Council this ____ day of
468 _____ 2013.

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Peter O'Bryan
Chairman

474

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Michael J. Busha
Executive Director

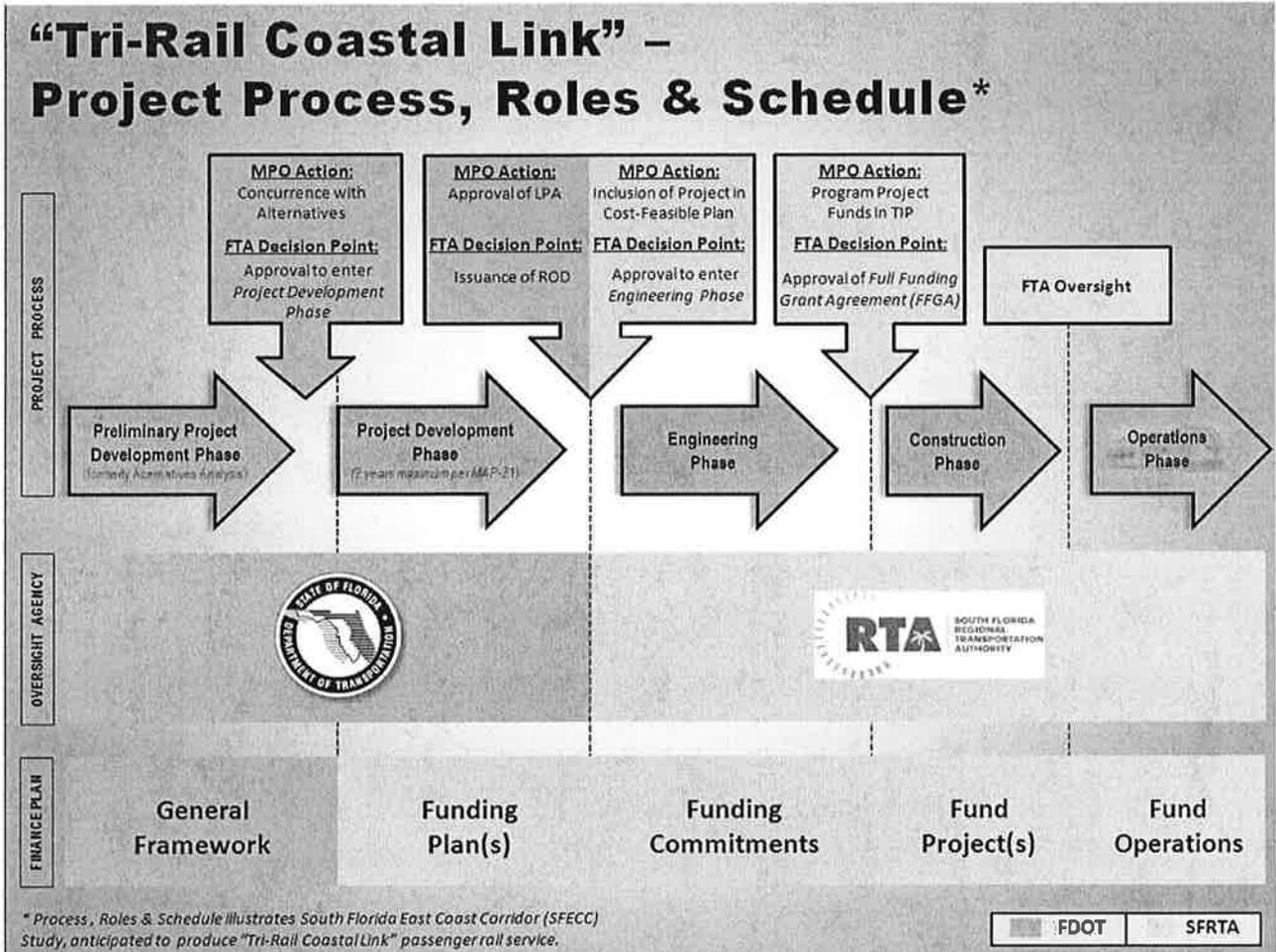
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EXHIBIT A

Graphic Illustration of the Roles, Process & Timeline for the
“Tri-Rail Coastal Link” Service



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MOU ADOPTION SCHEDULE

ENTITY	DATE (TIME)	LOCATION
<i>Briefings for Various Parties</i>	<i>March-April 2013</i>	<i>Varied</i>
SEFTC	April 22, 2013 (10:00 AM)	Hollywood
SFRTA	April 26, 2013 (9:30 AM)	Pompano Beach
SFRPC	May 6, 2013 (10:30 AM)	Key Largo
Broward MPO	May 9, 2013 (9:30 AM)	Cypress Creek
Palm Beach MPO	May 16, 2013 (9:00 AM)	West Palm Beach
TCRPC	May 17, 2013 (9:30 AM)	Stuart
Miami-Dade MPO	May 23, 2013 (2:00 PM)	Miami
FDOT	May 2013	<i>no public hearing required</i>

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013

AGENDA ITEM REPORT

Consent Regular

JOINT PARTICIPATION AGREEMENT AQ769
FOR FISCAL YEAR 2013-2014

REQUESTED ACTION:

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.

SUMMARY EXPLANATION AND BACKGROUND:

FDOT D6 and the SFRTA entered into JPA AQ769 on March 9, 2011, to provide 24/7 armed security and marketing services for the relocating of the SFRTA Hialeah Market Station in the not-to-exceed amount of \$575,460.72. Amendment 1 moved the remaining funds from the marketing services line item to the security line item; Amendment 2 extended the JPA through June 30, 2014; and Amendment 3 will add additional funds to security and replace the marketing services funding bringing the total not-to-exceed amount of the JPA to \$911,587.00.

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

Department Director: Edward Woods
Procurement Director: Christopher Bross

FISCAL IMPACT: This amendment will increase the project by \$336,126.28 towards 24/7 armed security and marketing services and is included in the SFRTA Fiscal Year 2013-2014 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – FDOT JPA AQ769, Amendment 3

**AMENDMENT THREE TO JOINT PARTICIPATION AGREEMENT
BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

This Amendment Three to that certain Joint Participation Agreement AQ769, executed on March 9, 2011 (the "Contract"), incorporated herein by reference, between South Florida Regional Transportation Authority, a body politic and corporate, an agency of the State of Florida ("SFRTA"), and the State of Florida Department of Transportation, a component agency of the State of Florida ("DEPARTMENT"), to provide 24/7 armed security and marketing services for the relocated SFRTA Hialeah Market Station, programmed under Financial Project Number 406800-2-58-03 ("PROJECT"), is entered into this ____ day of _____, 20__.

RECITALS:

WHEREAS, the Contract was entered into by both parties pursuant to the approval of the DEPARTMENT and of SFRTA, in the total amount of Five Hundred Seventy Five Thousand Four Hundred Sixty Dollars and Seventy Two Cents (\$575,460.72) for the PROJECT costs; and

WHEREAS, it is necessary to increase the total Contract amount by Three Hundred Thirty Six Thousand One Hundred Twenty Six Dollars and Twenty Eight Cents (\$336,126.28) to provide additional dollars needed to fund the PROJECT costs as identified in the attached Exhibit 'B2', 'Amended Financial Summary', which is herein incorporated by reference; and

NOW, THEREFORE, for the considerations hereinafter set forth:

The Contract dated March 9, 2011, is hereby amended as follows:

Financial Provisions shall be increased by an amount not to exceed Three Hundred Thirty Six Thousand One Hundred Twenty Six Dollars and Twenty Eight Cents (\$336,126.28). The contract total shall not exceed Nine Hundred Eleven Thousand Five Hundred Eighty Seven Dollars (\$911,587.00).

Exhibit 1 shall be supplemented by the increased amount of Three Hundred Thirty Six Thousand One Hundred Twenty Six Dollars and Twenty Eight Cents (\$336,126.28).

All other terms and conditions of the Contract are in effect and remain unchanged.

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY:**

**STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION:**

By: _____
Chair, SFRTA

By: _____
District Secretary

**ATTEST:
(SEAL)**

**ATTEST:
(SEAL)**

By: _____
SFRTA Executive Director

By: _____
Executive Secretary

LEGAL REVIEW

LEGAL REVIEW:

By: _____
SFRTA General Counsel

By: _____
District Chief Counsel

EXHIBIT 1 AMENDED FINANCIAL SUMMARY

24/7 Armed Security Services for the Hialeah Market Station:

168 hrs./week X 33 weeks X \$26.76/hr. (Contract Execution Date – 10/31/2011)	\$148,357
168 hrs./week X 52 weeks X \$27.56/hr. (11/01/2011 – 10/31/2012)	\$240,764
168 hrs./week X 34.5 weeks X \$28.03/hr. (11/01/2012 – 06/30/2013)	\$162,462
168 hrs./week X 18 weeks X \$28.03/hr. (07/01/2013 – 10/31/2013)	\$ 84,763
168 hrs./week X 34.5 weeks X \$28.87/hr. (11/01/2013 – 06/30/2014)	<u>\$167,331</u>
	\$803,677

Marketing Services:

• Partner: 59 hours @ \$90/hour	\$ 5,310
• Account Supervisor: 80 hours @ \$80/hour	\$ 6,400
• Creative Director: 90 hours @ \$75/hour	\$ 6,750
• Graphic Designer: 105 hours @ \$60/hour	\$ 6,300
• Account Executive: 115 hours @ \$50/hour	\$ 5,750
• Copywriter: 50 hours @ \$65/hour	\$ 3,250
• Media Buyer: 22 hours @ \$75/hour	\$ 1,650

PHASE I: CLOSURE

• Printing of train posters (qty. 50)	\$ 2,000
• Printing of seat drop flyers (qty. 6,500)	\$ 1,000
• Printing of 4x9 rack card/brochure (qty. 10,000)	\$ 1,000
• Ticket vending machine signage	\$ 2,000
• Printing of posters for ticket kiosks	\$ 500
• Printing of information boards	\$ 3,000
• On-hold message production	\$ 1,000
• Printing/mailing of postcard to EDP members/employers (qty. 10,000)	\$ 2,000

PHASE II: ONGOING

• Printing of 4x9 rack cards/brochures (qty. 25,000)	\$ 2,500
--	----------

PHASE III: OPENING

• Printing of train posters (qty. 50)	\$ 2,000
• Printing of seat drop flyers (qty. 6,500)	\$ 1,000
• Printing of 4x9 rack card/brochure (qty. 10,000)	\$ 1,000
• Ticket vending machine signage	\$ 2,000
• Printing of posters for ticket kiosks	\$ 500
• Printing of information boards	\$ 3,000
• On-hold message production	\$ 1,000

- Printing/mailing of postcard to EDP members/employers (qty. 10,000) \$ 2,000
- Advertising campaign \$45,000
(Includes drive times on top-ranked radio stations with radio production as part of the total cost.
Suggested radio advertising:
 - WLYF-FM (General Market, Broward/Miami)
 - WBGG-FM (General Market, Broward/Miami)
 - WHQT-FM (African-American, Broward/Miami)
 - WMGE-FM (Hispanic, Broward/Miami)
 - WRMF-FM (General Market, Palm Beach)
 - WKGR-FM (General Market, Palm Beach)
 - WNEW-FM (African-American, Palm Beach)
 - Clear Channel Traffic Sponsorships (General Market, Tri-County)

Marketing Services Total: \$107,910.00

Amended Total PROJECT Cost Estimate: \$911,587.00

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013

AGENDA ITEM REPORT

Consent Regular

RENEWAL OPTION TO AGREEMENT NO. 10-014
SOUTH FLORIDA EDUCATION CENTER TMA
SHUTTLE BUS SERVICE

REQUESTED ACTION:

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.

SUMMARY EXPLANATION AND BACKGROUND:

In June 2010, the Board approved Agreement No. 10-014 with SFEC TMA for Shuttle Bus Services. The Agreement was for a one (1) year term with four (4) one (1) year renewal options, in the maximum not-to-exceed amount of \$95,000. In June 2011, the Board approved the first one-year renewal option in the maximum not-to-exceed amount of \$95,000 and in April 2012, the Board approved the second one-year renewal option in the maximum not-to-exceed amount of \$95,000.

The route, SFEC/Tri-Rail Express, has been in operation since July 2000, between the SFRTA/Tri-Rail Ft. Lauderdale/Hollywood International Airport Station at Dania Beach to the South Florida Education Center in Davie. The route averages 7,000 to 8,000 passenger boardings per-month and is above the minimum seven (7) passenger-per-hour threshold used a guide in the SFRTA Bus Route Funding Evaluation Matrix. Staff is recommending the Board approve this third one-year renewal option in the maximum not-to-exceed amount of \$95,000 for FY 2013/14.

Department: Operations
Project Manager: Chad Betts

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding will be included in the Fiscal Year 2013/14 Operating Budget

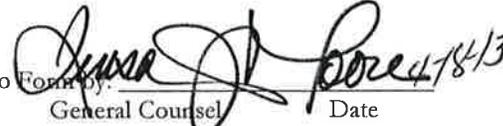
EXHIBITS ATTACHED: Exhibit 1 – SFEC TMA Bus Route and Schedule

RENEWAL OPTION TO AGREEMENT NO. 10-014
SOUTH FLORIDA EDUCATION CENTER TMA
SHUTTLE BUS SERVICE

Recommended by:  4/14/13
Department Director Date

Approved by:  4/18/13
Contracts Director Date

Authorized by:  4/18/13
Executive Director Date

Approved as to Form by:  4/18/13
General Counsel Date

Board Action:

Approved: Yes No

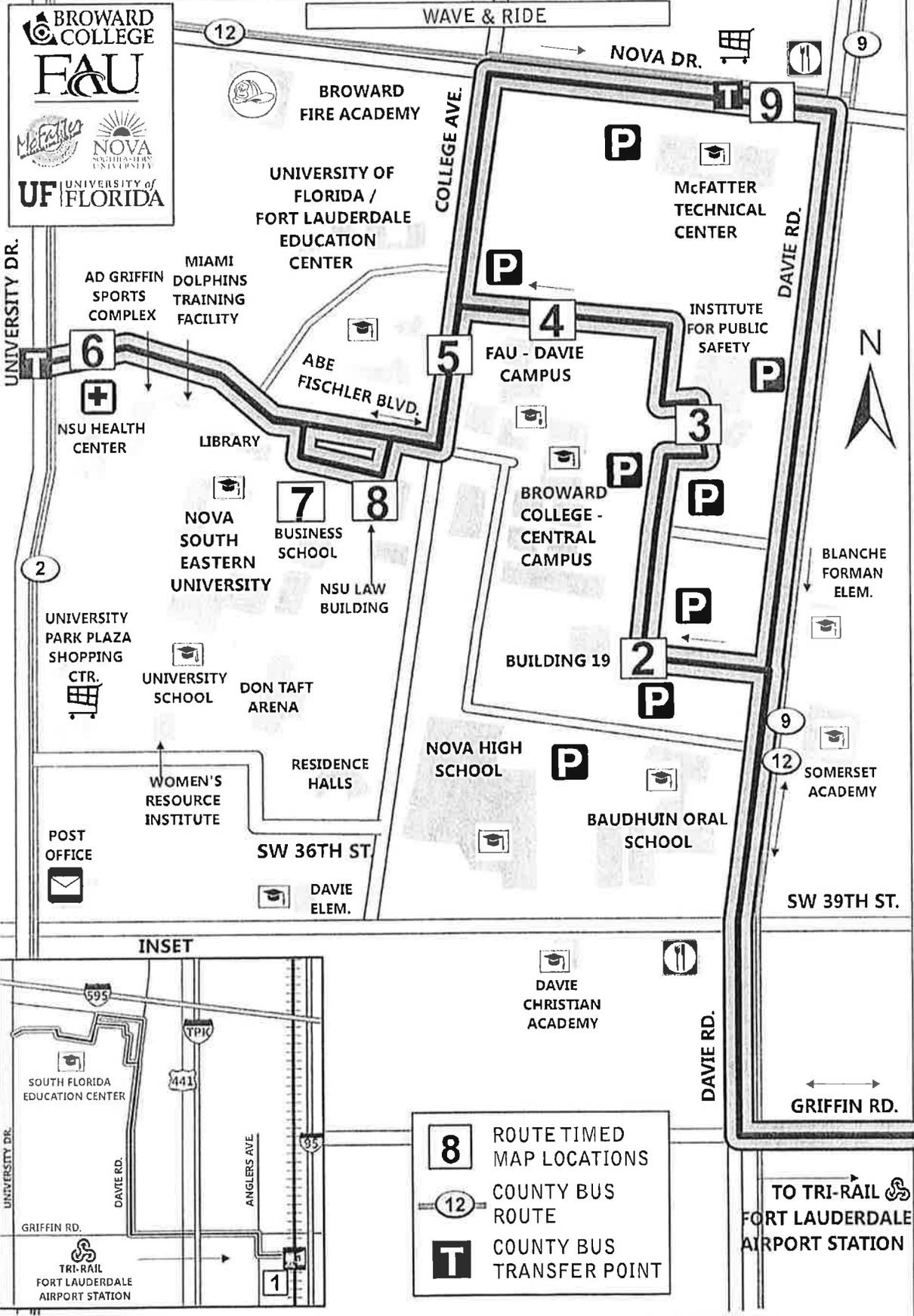
Vote: Unanimous

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

TRI-RAIL / SOUTH FLORIDA EDUCATION CENTER SHUTTLE SHUTTLE ROUTE MAP



BROWARD COLLEGE
FAU
NOVA SOUTHEASTERN UNIVERSITY
UNIVERSITY OF FLORIDA



TO TRI-RAIL
 FORT LAUDERDALE
 AIRPORT STATION

FORT LAUDERDALE/HOLLYWOOD INTERNATIONAL AIRPORT STATION AT DANIA BEACH SFEC/TRI-RAIL EXPRESS SHUTTLE BUS SCHEDULE

North Trains Arrive	South Trains Arrive	Bus Number	Bus Departs	Broward College Student Center Building 19	Broward College Public Safety Building	FAU Liberal Arts Building	University of Florida/FAU	NSU Health Center	NSU Business School	NSU Law Building	McFatter Tech. Center	Bus Arrives	North Trains Depart	South Trains Depart
☺	☺		1	2	3	4	5	6	7	8	9	1	☺	☺
A.M.														
		1						6:45	+	+	+	7:10	+	7:13 / 7:33
		2						7:15	+	+	+	7:35	7:38	7:53
6:58	7:13	1	7:15	7:35	7:36	7:38	7:39	7:43	7:46	7:47	7:51	8:10	8:18	8:13 / 8:43
7:38	7:33	2	7:40	8:00	8:01	8:03	8:04	8:08	8:11	8:12	8:16	8:35	9:00	9:13
8:18	7:53/8:13	1	8:20	8:40	8:41	8:43	8:44	8:48	8:51	8:52	8:56	9:15	+	+
+	8:43	2	8:45	9:05	9:06	9:08	9:09	9:13	9:16	9:17	9:21	9:40	10:00	10:17
9:00	9:13	1	9:20	9:40	9:41	9:43	9:44	9:48	9:51	9:52	9:56	10:15	+	+
+	+	2	9:50	10:10	10:11	10:13	10:14	10:18	10:21	10:22	10:26	10:45	11:00	11:17
10:00	10:17	1	10:20	10:40	10:41	10:43	10:44	10:48	10:51	10:52	10:56	11:15	+	+
+	+	2	10:50	11:10	11:11	11:13	11:14	11:18	11:21	11:22	11:26	11:45	12:00	12:17
11:00	11:17	1	11:20	11:40	11:41	11:43	11:44	11:48	11:51	11:52	11:56	12:15	+	+
P.M.														
+	+	2	12:05	12:20	12:21	12:23	12:24	12:28	12:31	12:32	12:36	12:55	1:00	1:17
12:00	12:17	1	12:20	12:40	12:41	12:43	12:44	12:48	12:51	12:52	12:56	1:15	+	+
+	+	2	12:55	1:15	1:16	1:18	1:19	1:23	1:26	1:27	1:31	1:50	2:00	2:17
1:00	1:17	2	1:50	2:10	+	+	+	+	+	+	+	+	+	+
2:00	2:17	1	2:20	2:40	2:41	2:43	2:44	2:48	2:51	2:52	2:56	3:15	+	3:17
+	+	2	+	3:10	3:11	3:13	3:14	3:18	3:21	3:22	3:26	3:45	3:50	+
3:00	3:17	1	3:20	3:40	3:41	3:43	3:44	3:48	3:51	3:52	3:56	4:15	4:38	4:17
3:50	+	2	3:55	4:10	4:11	4:13	4:14	4:18	4:21	4:22	4:26	4:45	5:08	4:47
+	4:17	1	4:20	4:40	4:41	4:43	4:44	4:48	4:51	4:52	4:56	5:15	5:28	5:17 / 5:42
4:38	4:47	2	4:50	5:10	5:11	5:13	5:14	5:18	5:21	5:22	5:26	5:45	5:58	+
5:08	5:17	1	5:20	5:40	5:41	5:43	5:44	5:48	5:51	5:52	5:56	6:15	6:26	6:17/6:43
5:28	5:42	2	5:50	6:10	6:11	6:13	6:14	6:18	6:21	6:22	6:26	6:45	6:58	+
5:58	6:17	1	6:20	6:40	6:41	6:43	6:44	6:48	6:51	6:52	6:56	7:15	7:28	7:28
6:26	6:43	2	6:50	7:10	7:11	7:13	7:14	7:18	7:21	7:22	7:26	7:45	8:28	7:58
6:58/7:28	7:28	1	7:30	+	+	+	+	7:45						
+	7:58	2	8:15	+	+	+	+	8:30						

Bus operates as a "Wave & Ride" along Griffin Road at any local county fixed route bus stop location along the route. Inside the campus, buses pick up/ drop off designated existing campus bus stop location.

(+) = No Connectivity



For real-time bus information download the iShark application to your smart phone.

NOTE: BUS 1 IS NOT IN SERVICE FROM 1:15PM TO 2:15PM
BUS 2 IS NOT IN SERVICE FROM 2:15 TO 3:00PM

BECAUSE OF TRAVEL TIME AND TRAFFIC CONDITIONS,
YOU MAY HAVE LIMITED TO TO MAKE YOUR CONNECTIONS

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIVE YEAR SHUTTLE BUS SERVICE AND FINANCIAL PLAN

Recommended by: Daniel Mays 4/18/13 Approved N/A
Department Director Date Contracts Director Date

Authorized by: Jayh M. [Signature] 4/18/13 Approved as to Form [Signature] 4-18-13
Executive Director Date General Counsel Date

Final Draft SFRTA Five Year Shuttle Bus Service and Financial Plan Summary

Since the previous Five Year Shuttle Bus Service and Financial Plan was approved by the SFRTA Governing Board, the SFRTA shuttle bus program has experienced record ridership, with just over one million riders system-wide in the last year. The shuttle bus program has fostered successful partnerships, implemented route modifications, and increased visibility through improved marketing, new route maps and website improvements.

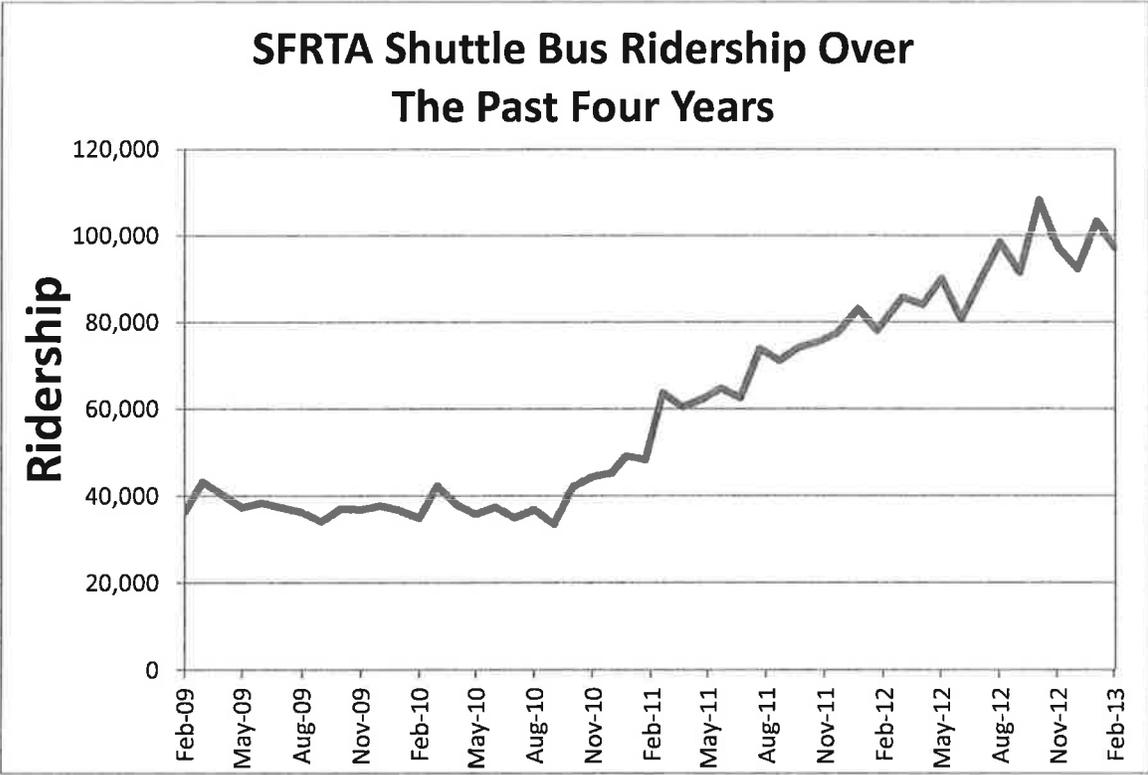
With surging ridership, there is a need to add capacity on some routes. There is also a need to enhance shuttle bus service to match up with newly expanded weekend rail service. Some of the highlights and changes of the new Five Year Shuttle Bus Service and Financial Plan include:

- Additional peak period service on Fort Lauderdale Shuttle Route 1
- Increased service on weekend shuttle bus routes to match new hourly train service
- Continuation of existing shuttle bus partnerships
 - Arvida Park of Commerce
 - Downtown Fort Lauderdale Transportation Management Association (DFLTMA)
 - City of Opa-Locka
 - South Florida Education Center
- A new partnership with the City of Delray Beach to partially fund enhancements to the Delray Beach CRA Roundabout Shuttle
- A planned three-way partnership for funding of a new Boynton Beach Shuttle Route
- No further pursuit of an SFRTA operated shuttle bus route serving the Hollywood Tri-Rail Station, downtown Hollywood, Hallandale Beach, and Aventura.
- Anticipated additional two years of JARC funding for FL2, FL3, and Opa-Locka South

The SFRTA has several JARC-funded routes (FL-2, FL-3, Opa-Locka South) that will be impacted by the discontinuation of JARC funding after FY 2016. The Wave Modern Streetcar, scheduled for operational service in FY 2017, duplicates the routes of the two Fort Lauderdale JARC routes and any impact will be mitigated by the new service. The Opa-Locka South shuttle, another JARC-funded route, will need new funding-level partnerships at the outset of FY 2017 to continue current service levels.

The SFRTA Planning and Operations departments actively monitor shuttle bus system performance to ensure that all routes meet the minimum standard of seven (7) passengers-per-hour, which was previously recommended and endorsed by the PTAC. The attached SFRTA Shuttle Bus Evaluation Matrix (Exhibit 3) shows the ranking of all shuttles routes operated and/or funded by the SFRTA. Currently all 19 routes are exceeding the minimum performance standard of seven (7) passengers-per-hour. Shuttle bus maps for services currently in operation can be viewed online at <http://www.tri-rail.com/shuttles>.

Since 2009, the SFRTA shuttle bus system has seen consistent year-over-year ridership increases. Over the past two years, monthly ridership has more than doubled from approximately 48,000 to nearly 100,000. Below is a graph which depicts ridership growth from February 2011 thru February 2013.



This Five Year Shuttle Bus Service and Financial Plan was endorsed by the SFRTA PTAC at the March 20, 2013 meeting and is contingent upon Board approval of the SFRTA FY 2013-2014 Operating Budget.

Exhibit 2- Draft SFRTA Five Year Shuttle Bus Service and Financial Plan FY 2014 Thru FY 2018

Line		Proposed 2014	Proposed 2015	Proposed 2016	Proposed 2017	Proposed 2018
1	Funding Sources					
2	SFRTA General Operating Funds	\$ 5,061,063	\$ 4,939,482	\$ 5,067,319	\$ 5,427,186	\$ 5,517,880
3	Developer Contribution (Boca Raton Shuttle 1)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
4	City of Opa-Locka (Opa-Locka South Shuttle)	\$ 94,738	\$ 94,738	\$ 94,738		
5	FTA Job Access Reverse Commute	\$ 368,583	\$ 553,410	\$ 553,410		
6	FDOT Service Development Grant (Boynnton Beach)(Requires 50% match)	\$ -	\$ 228,043	\$ 209,900		
7	Total Revenues	\$ 5,624,384	\$ 5,915,673	\$ 6,025,367	\$ 5,527,186	\$ 5,617,880
8	Tri-Rail Shuttle Routes (Operated by SFRTA)					
9	Lake Worth Shuttle 1	\$ 217,286	\$ 223,615	\$ 229,944	\$ 236,272	\$ 242,601
10	Boca Raton Shuttle 1	\$ 117,850	\$ 121,283	\$ 124,715	\$ 128,148	\$ 131,580
11	Deerfield Beach Shuttle 1	\$ 117,850	\$ 121,283	\$ 124,715	\$ 128,148	\$ 131,580
12	Deerfield Beach Shuttle 2	\$ 132,581	\$ 136,443	\$ 140,305	\$ 144,166	\$ 148,028
13	Pompano Beach Shuttle 1	\$ 132,581	\$ 136,443	\$ 140,305	\$ 144,166	\$ 148,028
14	Cypress Creek Shuttle 1	\$ 243,066	\$ 250,145	\$ 257,225	\$ 264,305	\$ 271,384
15	Cypress Creek Shuttle 2	\$ 246,749	\$ 253,936	\$ 261,122	\$ 268,309	\$ 275,496
16	Cypress Creek Shuttle 3	\$ 184,141	\$ 189,504	\$ 194,867	\$ 200,231	\$ 205,594
17	Fort Lauderdale Shuttle 1	\$ 427,207	\$ 500,291	\$ 514,450	\$ 690,248	\$ 708,716
18	Fort Lauderdale International Airport Shuttles (1, 2, and Circulator)	\$ 839,927	\$ 864,391	\$ 888,855	\$ 913,319	\$ 937,782
19	Sheridan Street Shuttle 1	\$ 99,436	\$ 102,332	\$ 105,228	\$ 108,125	\$ 111,021
20	Sub-Total	\$ 2,758,674	\$ 2,899,665	\$ 2,981,731	\$ 3,225,436	\$ 3,311,811
21	Approved JARC Shuttle Routes (Operated by SFRTA)					
22	Fort Lauderdale Shuttle 2	\$ 195,189	\$ 200,874	\$ 206,560		
23	Fort Lauderdale Shuttle 3 (Weekends)	\$ 187,346	\$ 192,803	\$ 198,259		
24	Opa-Locka South Shuttle	\$ 386,696	\$ 397,959	\$ 409,222		
25	Sub-Total	\$ 769,231	\$ 791,636	\$ 814,041	\$ -	\$ -
26	Partnerships/Payments (Not operated by SFRTA)					
27	MDT Annual Payment	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666
28	Palm Tran Annual Payment	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666
29	Boca Raton APOC East and West Shuttles Partnership	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000
30	Downtown Fort Lauderdale TMA Routes Partnership	\$ 161,509	\$ 161,509	\$ 161,509	\$ 161,509	\$ 161,509
31	South Florida Education Center Shuttle Partnership	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000
32	Sub-Total	\$ 1,729,841				
33	Proposed Routes (2-Year Demonstration)					
34	Delray Beach CRA Roundabout Partnership	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
35	Boynnton Beach Shuttle (Contingent Upon Partnership)	\$ -	\$ 114,022	\$ 114,022	\$ 209,900	\$ 209,900
36	Sub-Total	\$ 75,000	\$ 189,022	\$ 189,022	\$ 284,900	\$ 284,900
37	Other					
38	5% Contingency	\$ 266,637	\$ 280,508	\$ 285,732	\$ 262,009	\$ 266,328
39	Special Event Service	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
40	Sub-Total	\$ 291,637	\$ 305,508	\$ 310,732	\$ 287,009	\$ 291,328
41	Total Expenses	\$ 5,624,384	\$ 5,915,673	\$ 6,025,367	\$ 5,527,186	\$ 5,617,880
42	Revenue Surplus/Shortfall	\$ -				

ASSUMPTIONS:

Red cells indicate discontinuation of funding.

JARC Routes (FL-2,FL-3, OPA-5) funding for FY 15&16 contingent upon award

3% Yearly Increase to Contract Hourly Rate on SFRTA-operated routes

Line 10 : LW-1 Route moves to general funds

Line 17: FL-1 Weekday Daily Service Hours Increase by 4 (AM peaks only) due to capacity concerns in FY 14 then moves to 8 in FY 15 and beyond

Line 17: FL-1: Weekday Daily Service Hours Increase by 8 (Peaks) - FY 15 and beyond;

Line 17: FL-1 moves to 2 buses operating seven days a week in FY 17;

Lines 22 and 23: FL-2 and FL-3 replaced by Wave Streetcar in FY 17;

Line 24: Opa-Locka South Route moved to general funds and is funded 50/50 City/RTA in FY 17 and beyond

Lines 3,4, 27-31 : Funding levels with existing partnerships (APOC, MDT/PB Payments) are continued as is

Line 30: Funding NW Link and Neighborhood Link at 50%

Line 34: Assumes partnership with Delray Not-To-Exceed 75K annually

Line 35: Boynnton: Assumes 25/25/50 RTA/City/ FDOT (Service Grant) for FY 15 & 16 then RTA/City Match thru FY 18

DRAFT

4/4/2013

Line #	Route Name	Annual Ridership 3/2012-2/2013	Average Daily Ridership		Annual SFRTA Operating Cost FY 2013		Annual Operating Hours FY 2013		Average Annual Passengers per Hour		Average Annual Operating Cost Per Trip		Total Score	Rank
			Score	Score	Score	Score	Score	Score	Score	Score				
1	Delray Beach Roundabout* (Data from Jan 12-Dec 12)	151,715	2	415.7	4	\$ 75,000	4	7,722	19.6	2	\$ 0.49	1	13	1
2	Opa-Locka South Shuttle	114,204	3	437.6	2	\$ 107,846	9	6,826	16.7	5	\$ 0.94	3	22	2
3	Ft. Lauderdale International Airport (Weekdays and Weekends)	349,871	1	958.6	1	\$ 700,600	17	12,874	27.2	1	\$ 2.00	6	26	3
4	APOC West Shuttle*	41,711	7	159.8	8	\$ 70,000	3	3,640	11.5	9	\$ 1.68	4	31	4
5	NW Community Link Shuttle	104,791	5	401.5	5	\$ 204,290	14	5,461	19.2	3	\$ 1.95	5	32	5
6	Boca Raton Shuttle 1	28,289	12	108.4	13	\$ 17,850	0	2,080	13.6	7	\$ 0.63	2	34	6
7	Ft. Lauderdale Shuttle 1	113,452	4	434.7	3	\$ 394,061	16	6,501	17.5	4	\$ 3.47	10	37	7
8	Deerfield Beach Shuttle 1	31,554	10	120.9	11	\$ 95,753	5	2,080	15.2	6	\$ 3.03	9	41	8
9	Ft. Lauderdale Shuttle 3 (Weekends)	17,120	17	164.6	7	\$ 44,255	1	1,562	11.0	11	\$ 2.58	8	44	9
10	APOC East Shuttle*	31,030	11	118.9	12	\$ 70,000	3	3,640	8.5	14	\$ 2.26	7	47	10
11	Cypress Creek Shuttle 2	53,376	6	204.5	6	\$ 246,749	15	4,356	12.3	8	\$ 4.62	15	50	11
12	Cypress Creek Shuttle 3	35,744	8	137.0	9	\$ 125,216	12	3,251	11.0	10	\$ 3.50	12	51	12
13	Lake Worth Shuttle 1	28,171	13	107.9	14	\$ 98,516	7	3,478	8.1	15	\$ 3.50	11	60	13
14	Cypress Creek Shuttle 1	31,620	9	121.1	10	\$ 125,216	12	4,291	7.4	17	\$ 3.96	14	62	14
15	Ft. Lauderdale Shuttle 2	25,278	14	96.9	15	\$ 97,595	6	3,446	7.3	18	\$ 3.86	13	66	15
16	Pompano Beach Shuttle 1	22,850	15	87.5	16	\$ 132,581	13	2,340	9.8	12	\$ 5.80	16	72	16
17	Sheridan Street Shuttle 1	15,084	18	57.8	18	\$ 99,436	8	1,755	8.6	13	\$ 6.59	18	75	17
18	Deerfield Beach Shuttle 2	18,268	16	70.0	17	\$ 117,850	10	2,340	7.8	16	\$ 6.45	17	76	18

Operating Costs are 2013 agency costs shown in FY 2013 of Adopted 13-17 Plan

Updated 4/5/2013

Notes:

Delray Beach FY 2013 Costs are based on annual potential NTE agreement amount

APOC routes are annualized based on eight-month ridership

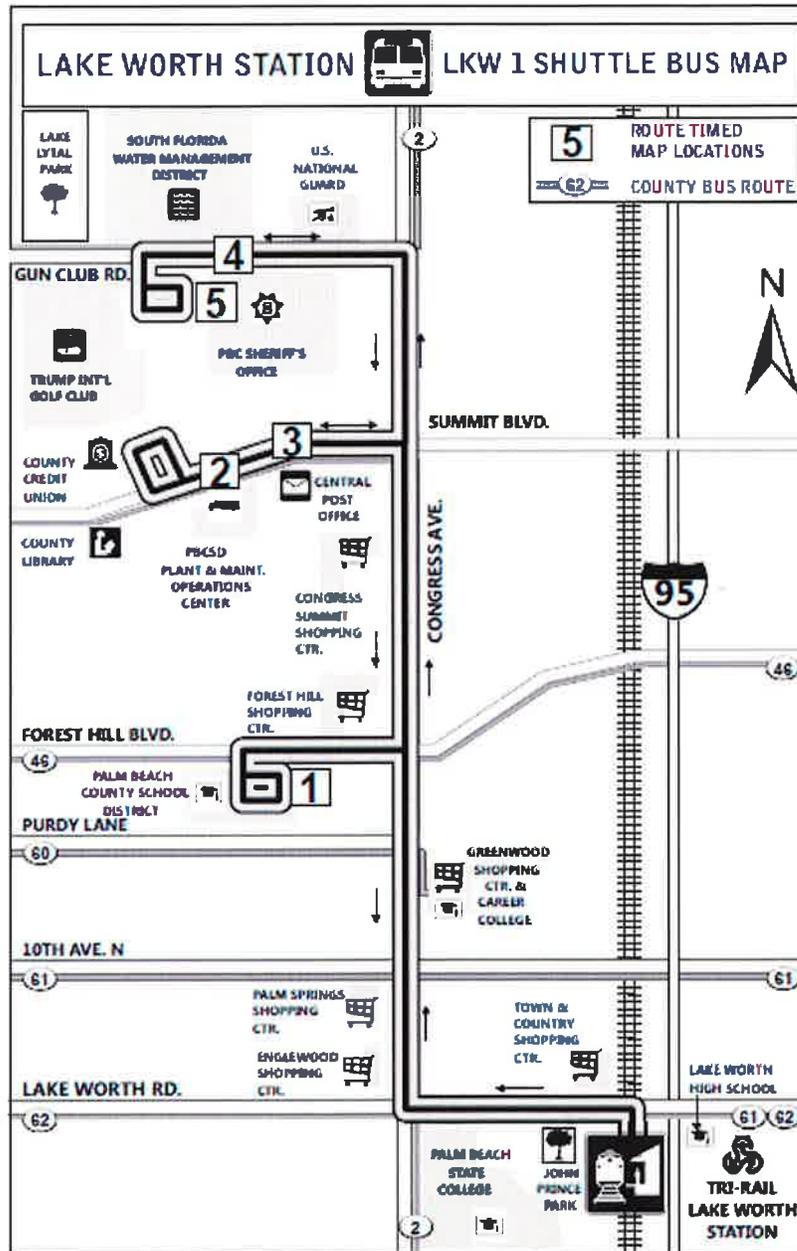
Average daily ridership is calculated by dividing annual ridership by 261 (weekdays) or 104 (weekends)

Annual operating hours are not used for ranking purposes, only for calculating passengers per hour, and are based on Dec 2012 service levels.

Annual operating cost only includes the cost incurred by SFRTA

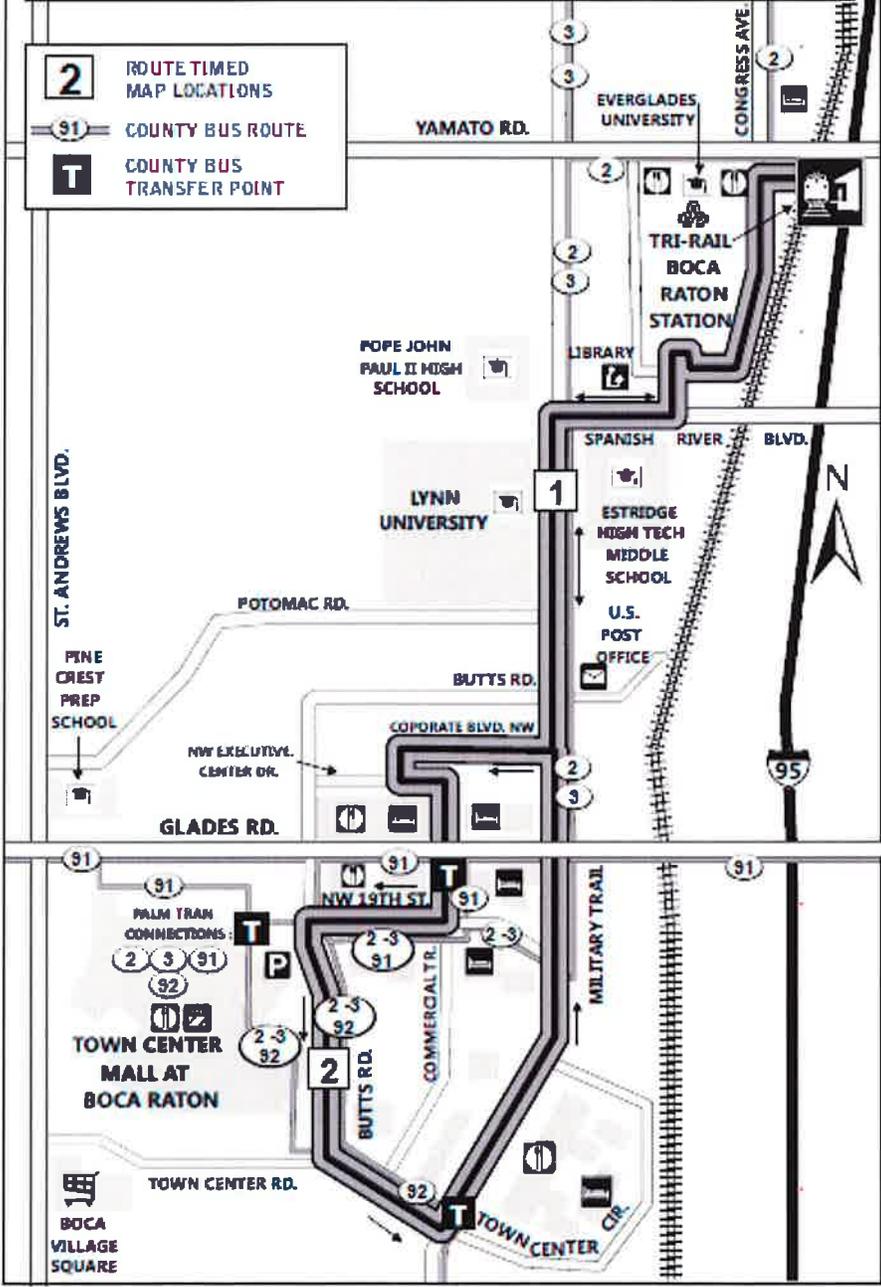
Exhibit 4

SFRTA Shuttle Bus Maps



BOCA RATON STATION BR-1 SHUTTLE BUS MAP

- 2** ROUTE TIMED MAP LOCATIONS
- 91** COUNTY BUS ROUTE
- T** COUNTY BUS TRANSFER POINT

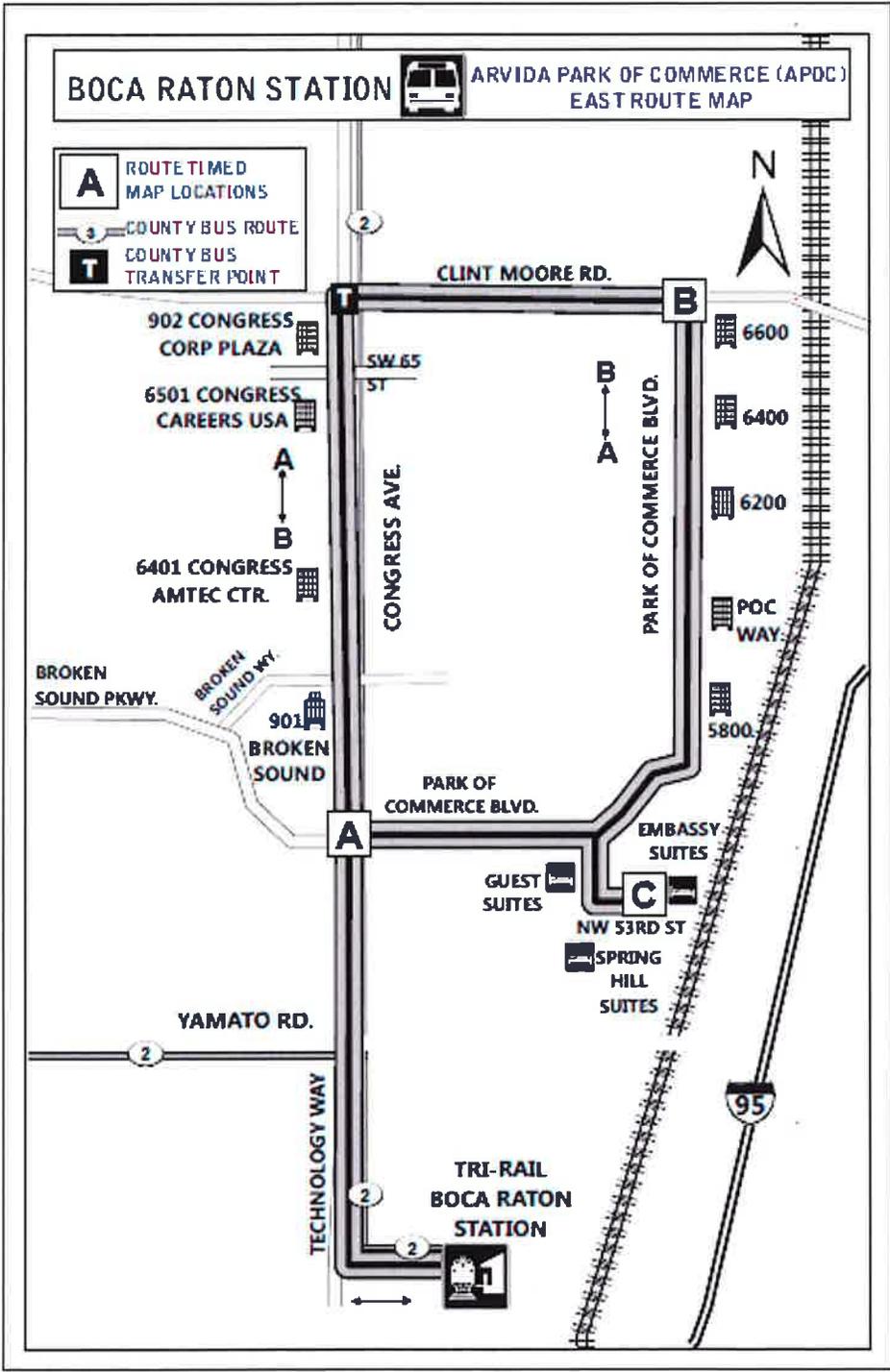


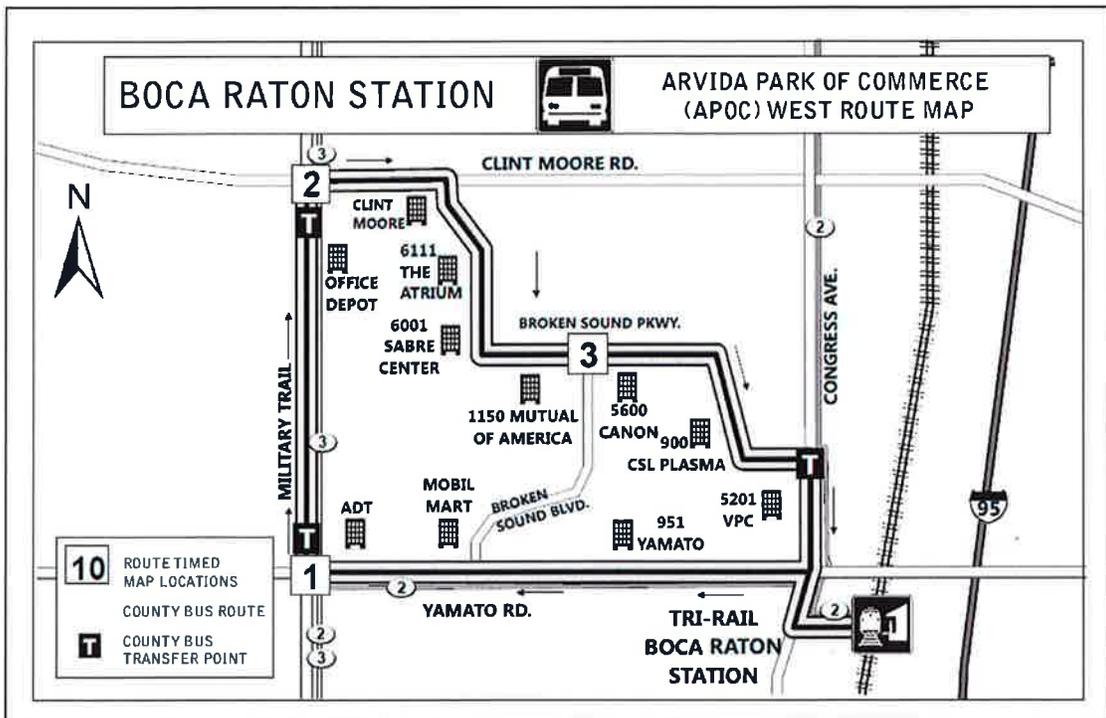
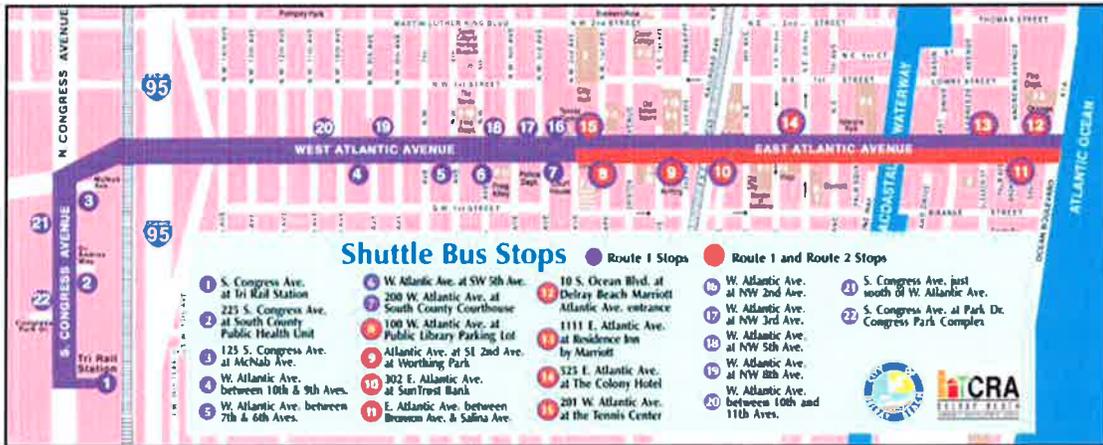
BOCA RATON STATION



ARVIDA PARK OF COMMERCE (APDC) EAST ROUTE MAP

- A** ROUTE TIMED
MAP LOCATIONS
- 3** COUNTY BUS ROUTE
- T** COUNTY BUS
TRANSFER POINT



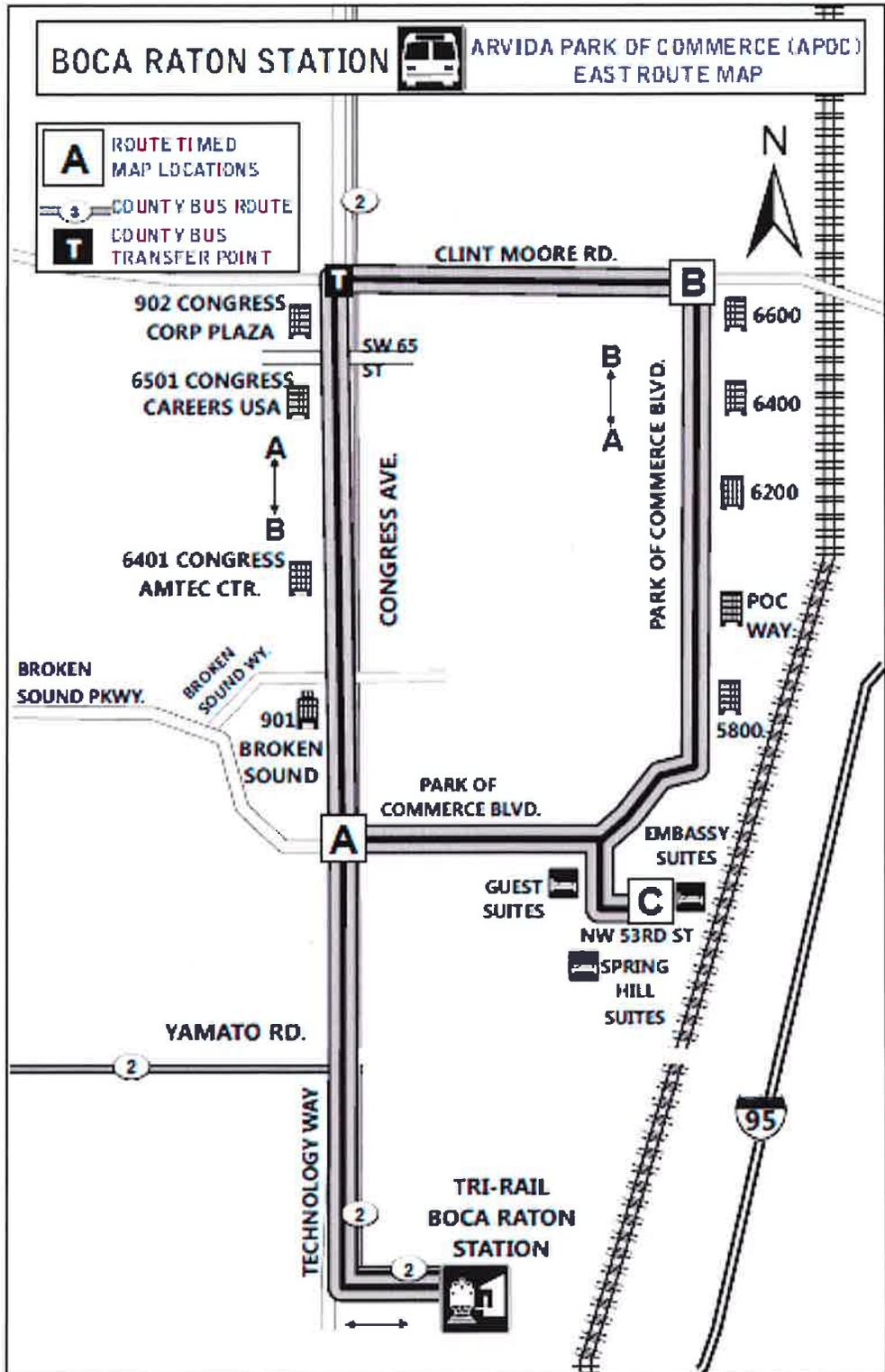


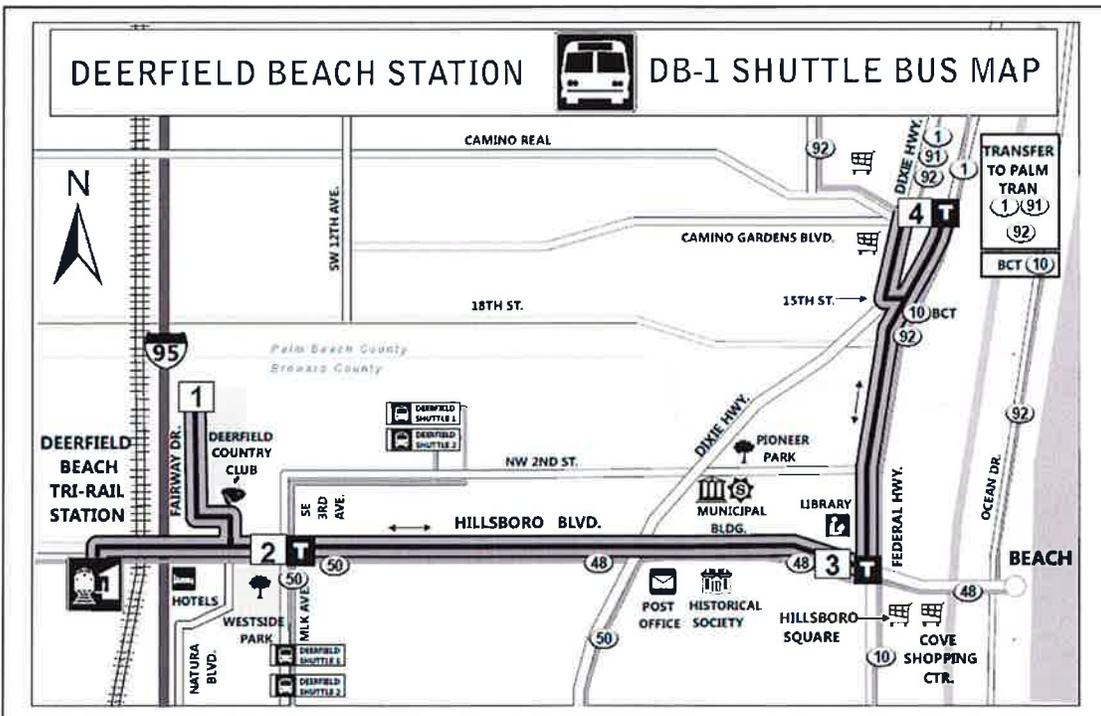
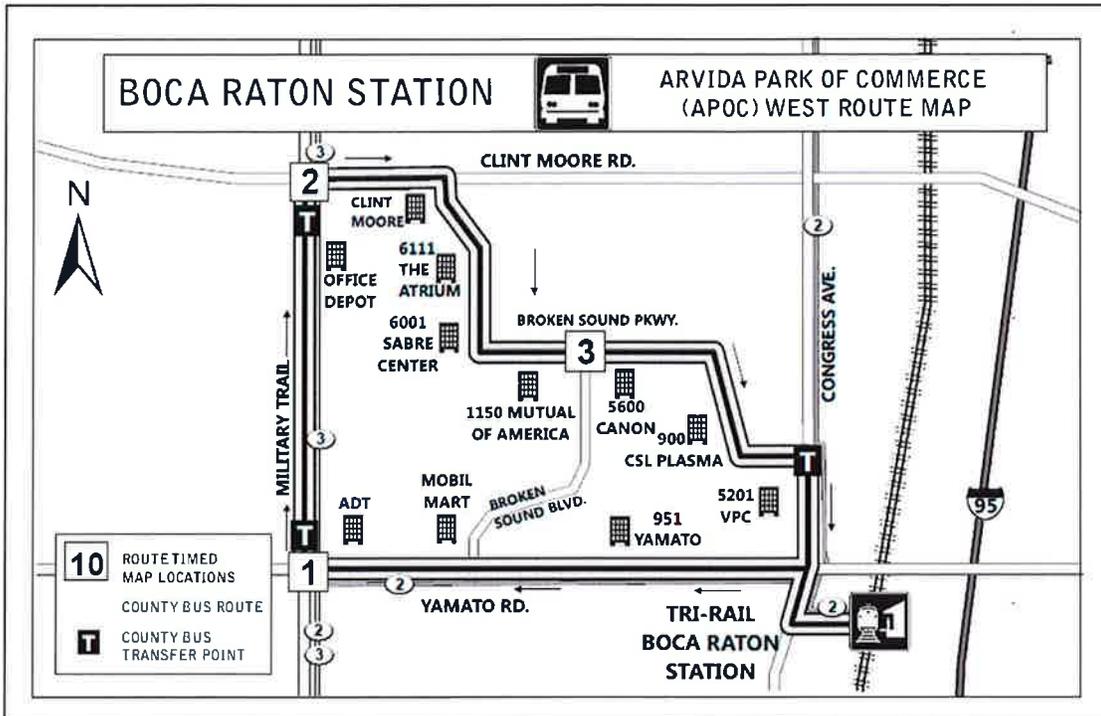
BOCA RATON STATION



ARVIDA PARK OF COMMERCE (APOC)
EAST ROUTE MAP

- A** ROUTE TIMED MAP LOCATIONS
- 3** COUNTY BUS ROUTE
- T** COUNTY BUS TRANSFER POINT

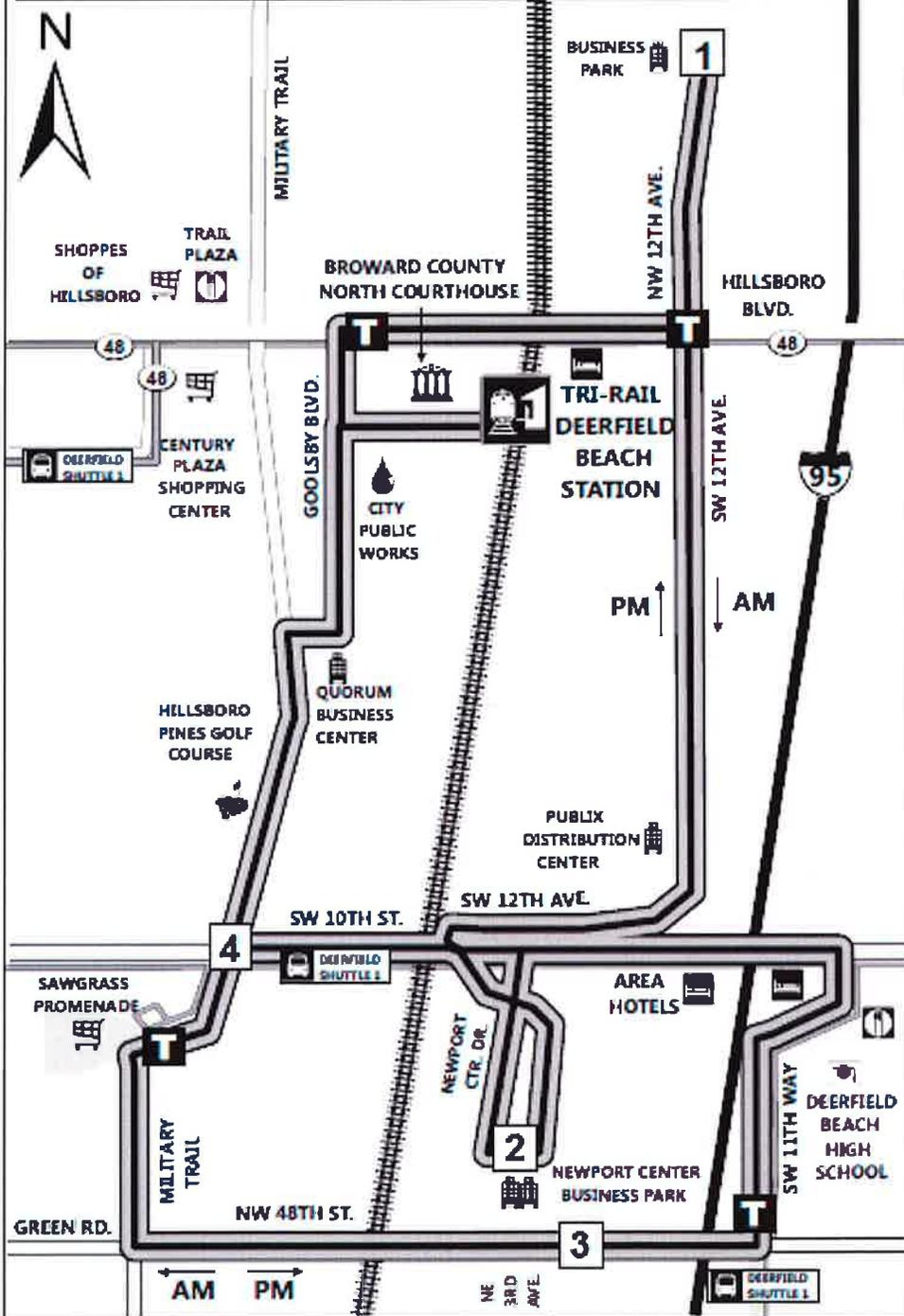




DEERFIELD BEACH STATION



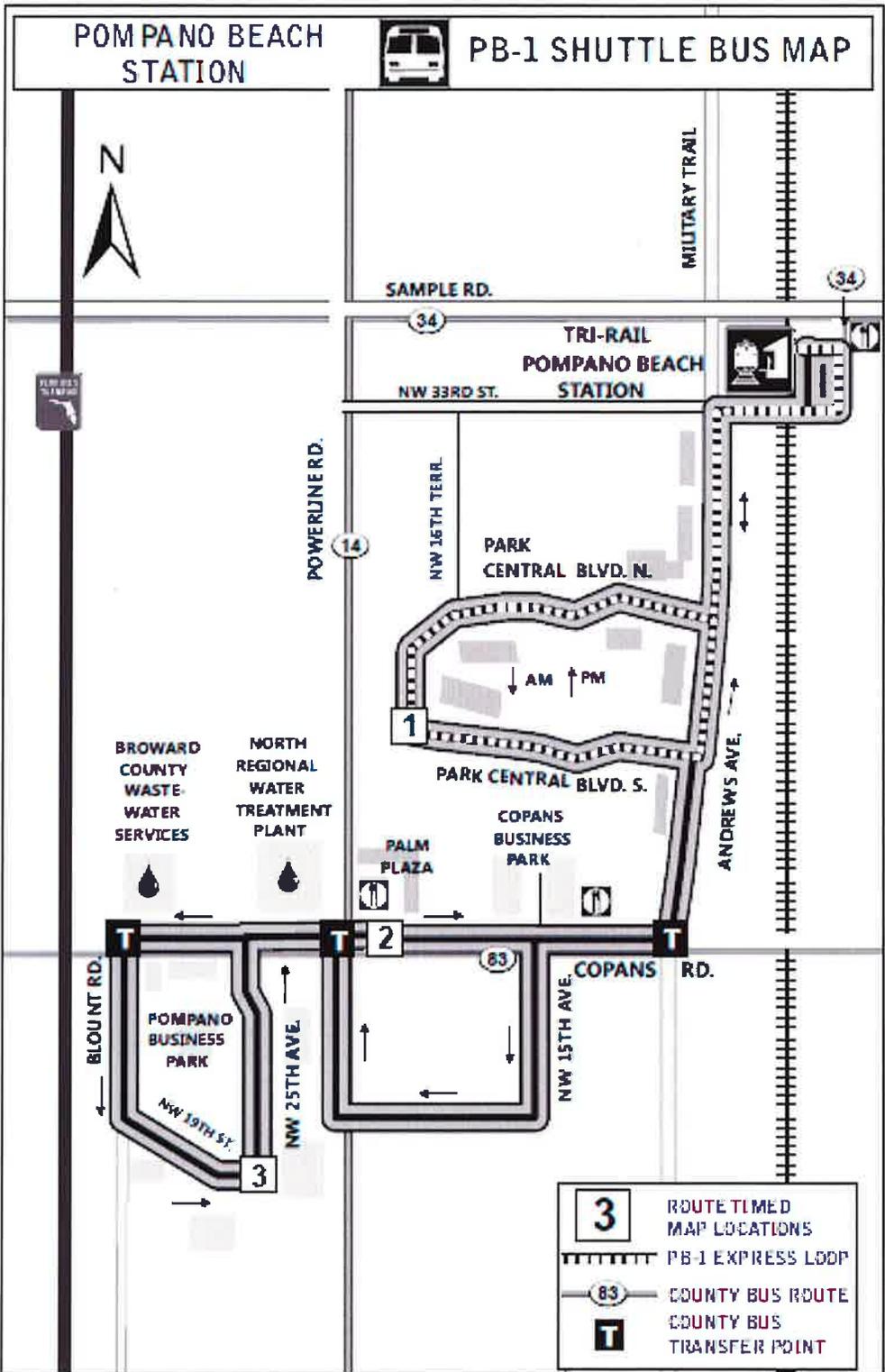
DB-2 SHUTTLE BUS MAP



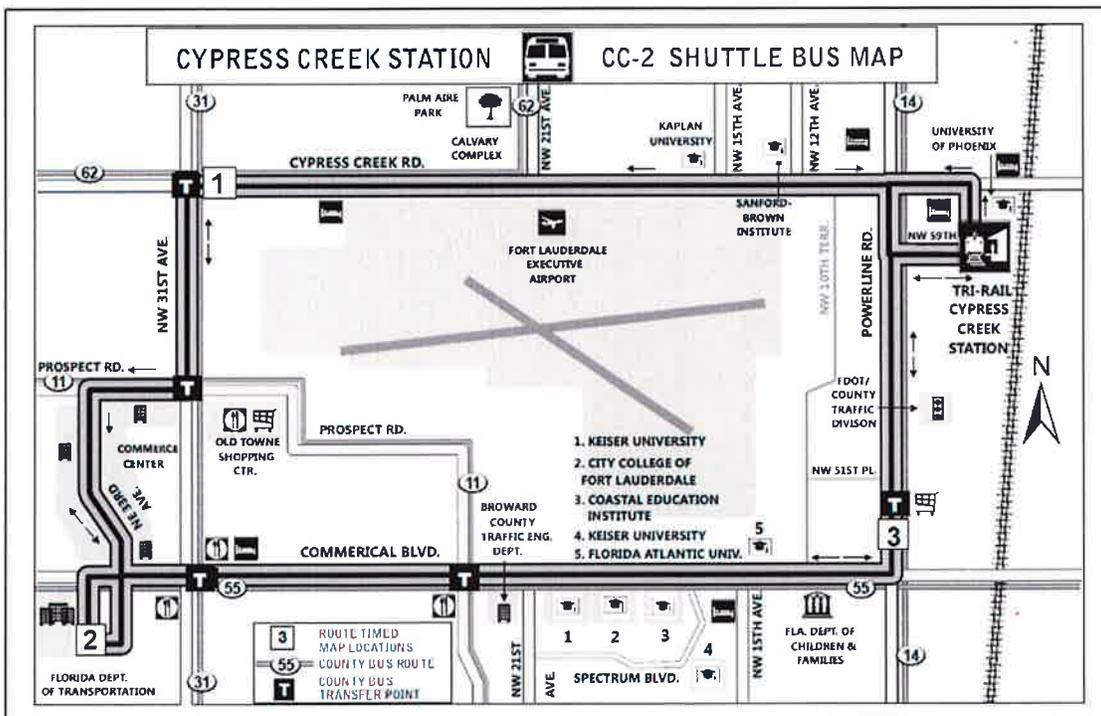
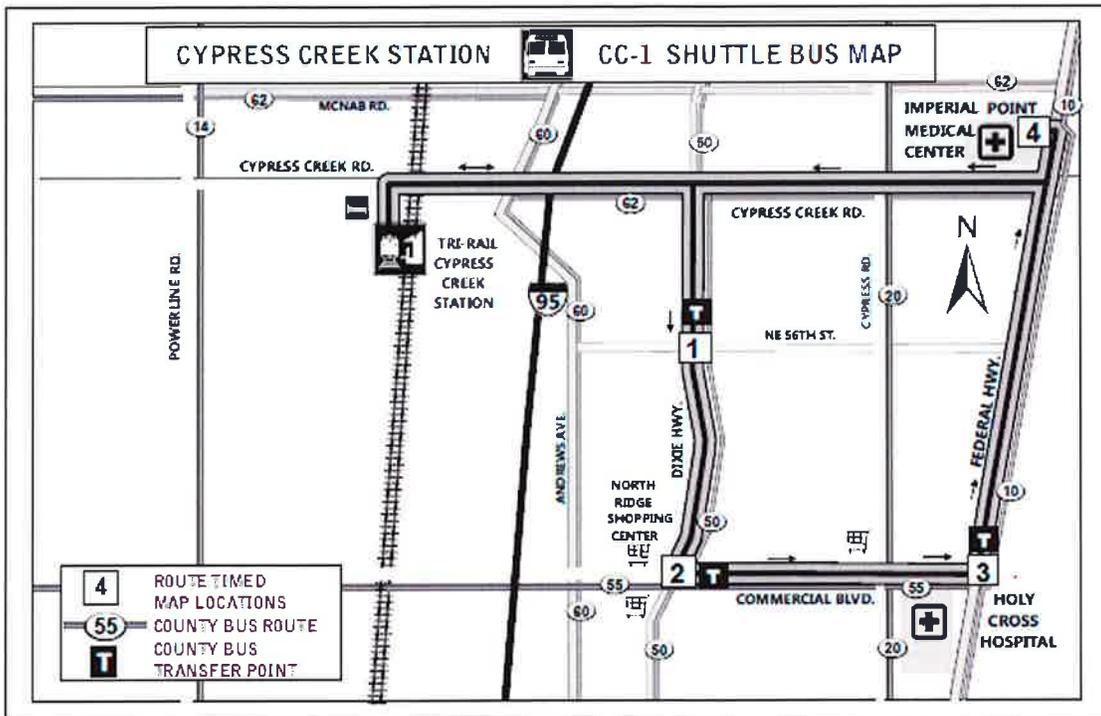
POMPANO BEACH STATION



PB-1 SHUTTLE BUS MAP



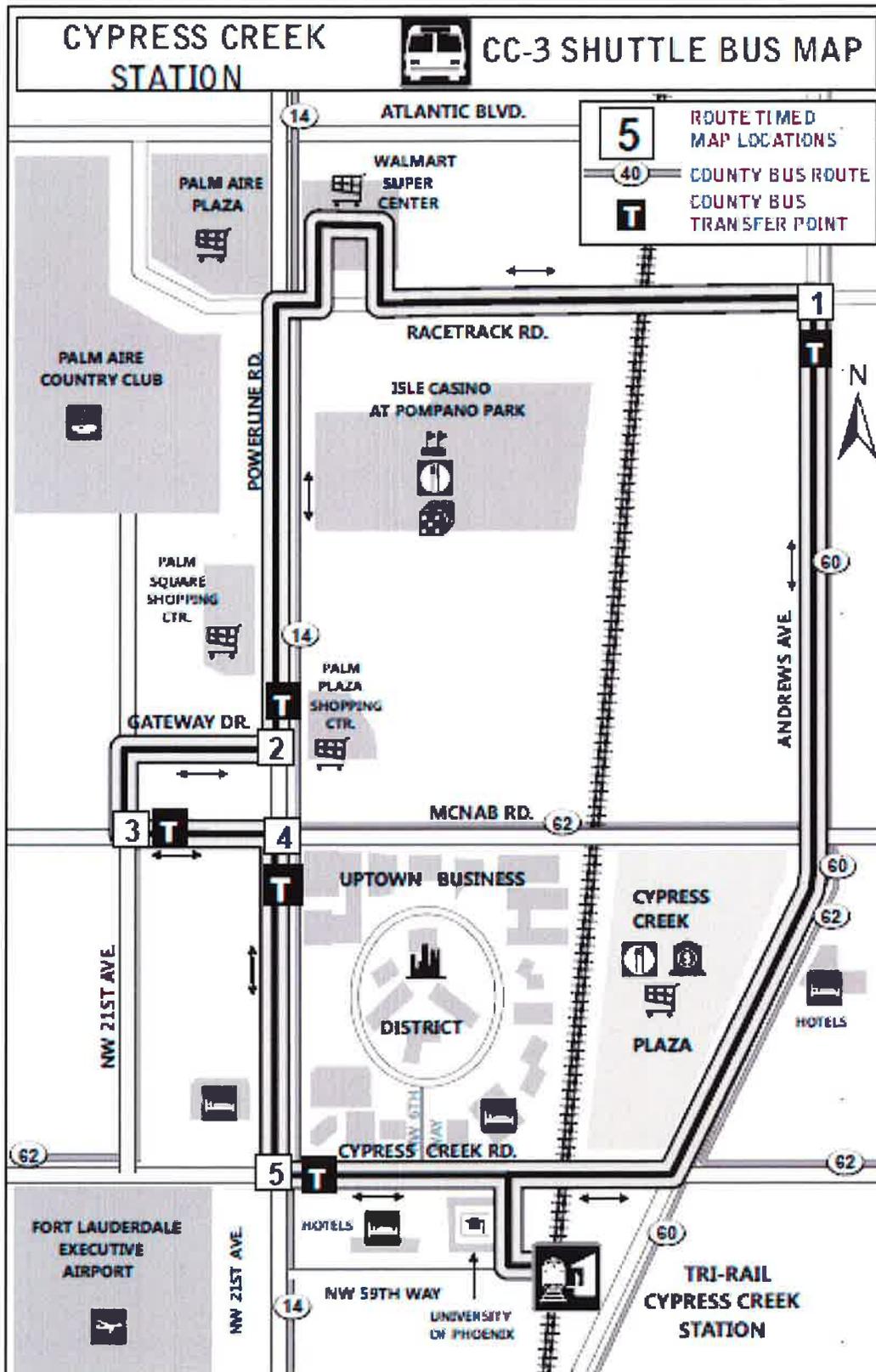
- 3** ROUTE TIMED MAP LOCATIONS
- PB-1 EXPRESS LDDP
- COUNTY BUS ROUTE
- COUNTY BUS TRANSFER POINT



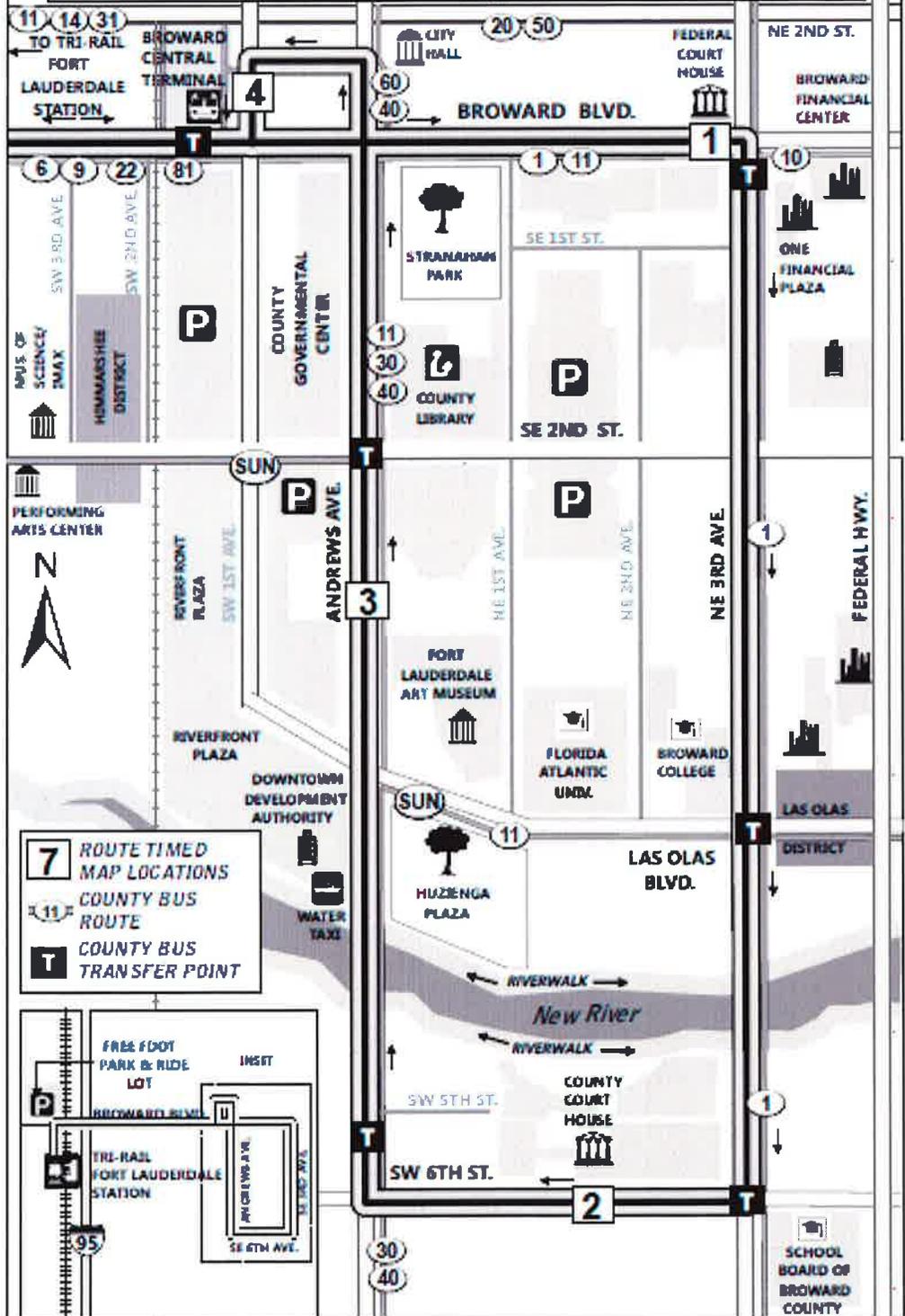
CYPRESS CREEK STATION



CC-3 SHUTTLE BUS MAP



FORT LAUDERDALE STATION FL 1 SHUTTLE BUS MAP

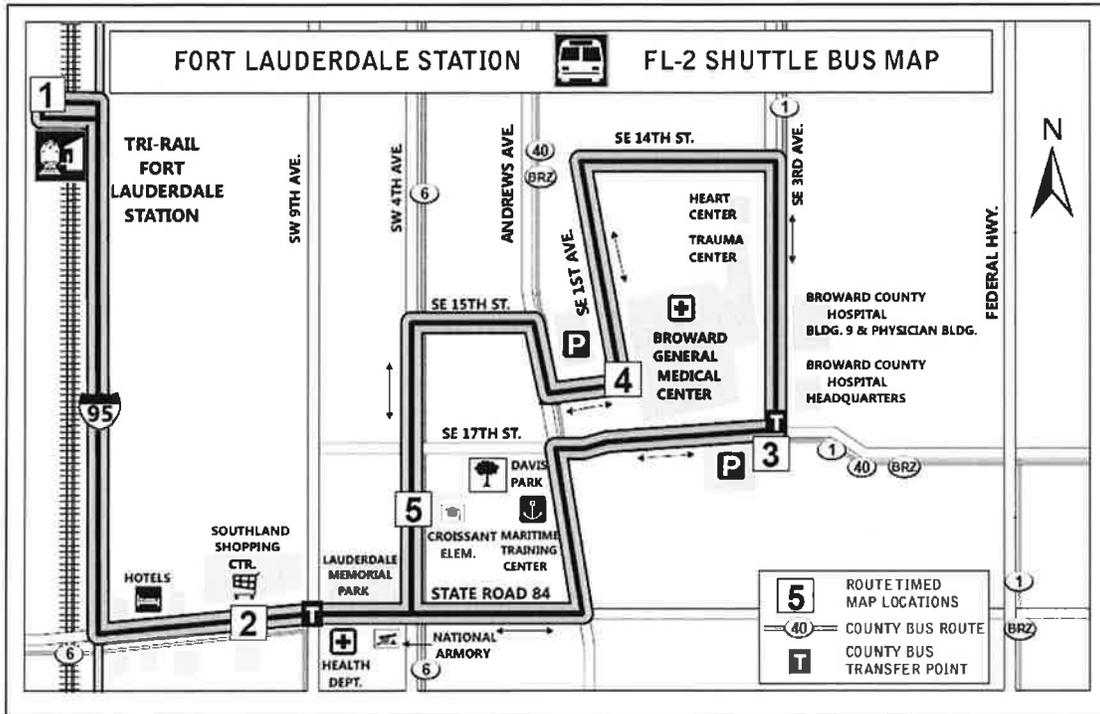


*TRANSFERS TO BROWARD COUNTY TRANSIT AVAILABLE AT BROWARD CENTRAL TERMINAL

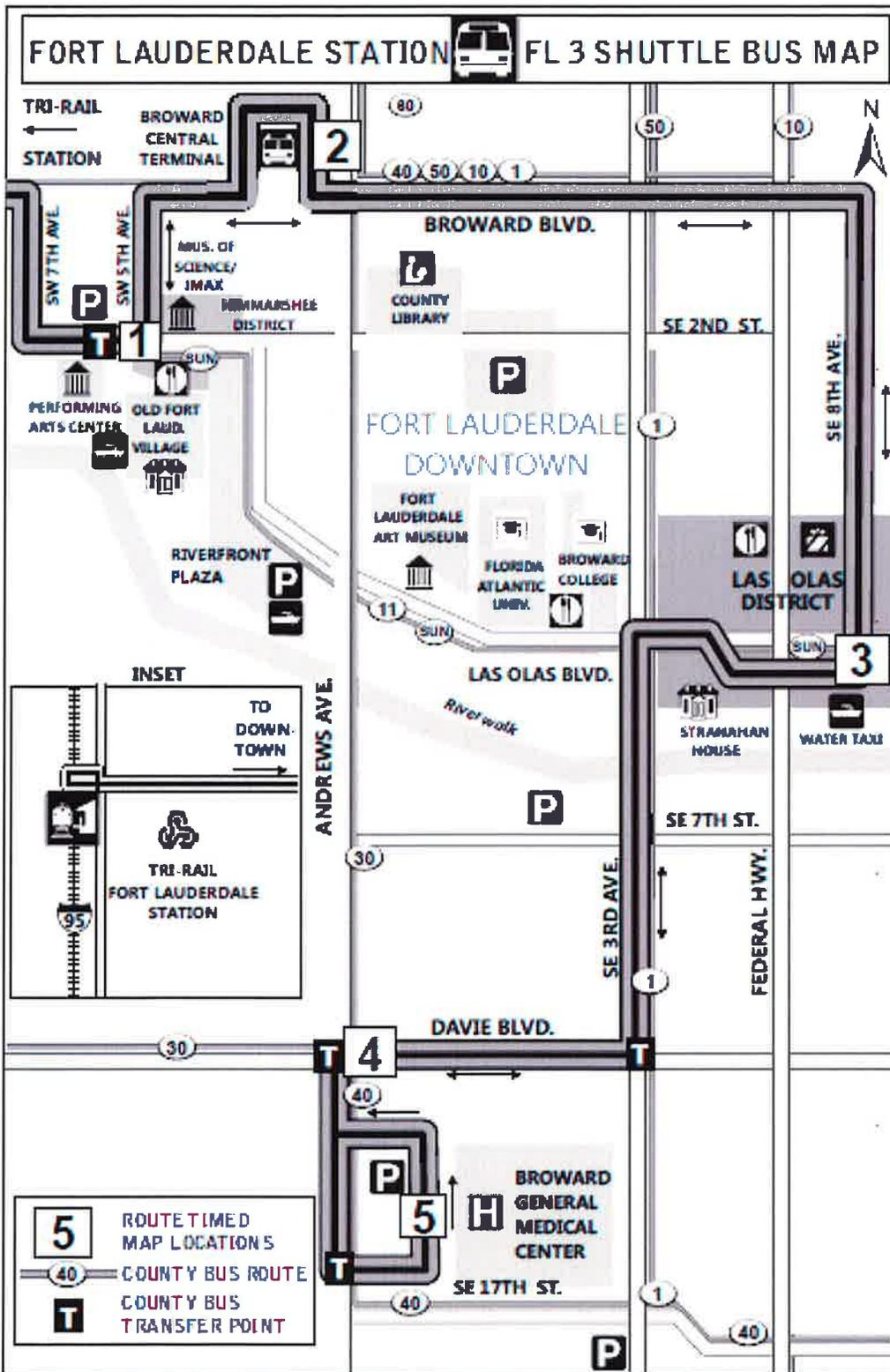
FORT LAUDERDALE STATION



FL-2 SHUTTLE BUS MAP

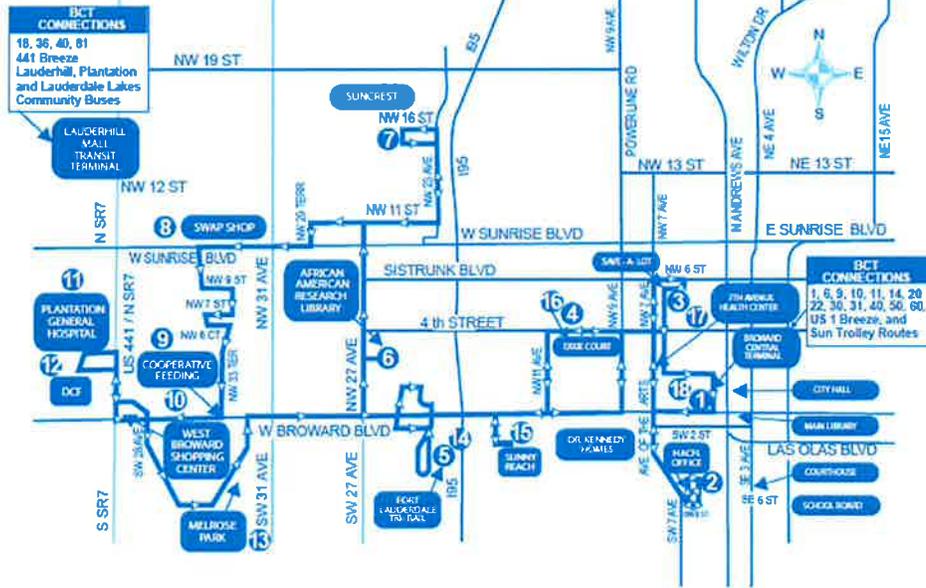


- 5** ROUTE TIMED MAP LOCATIONS
- 40** COUNTY BUS ROUTE
- P** COUNTY BUS TRANSFER POINT

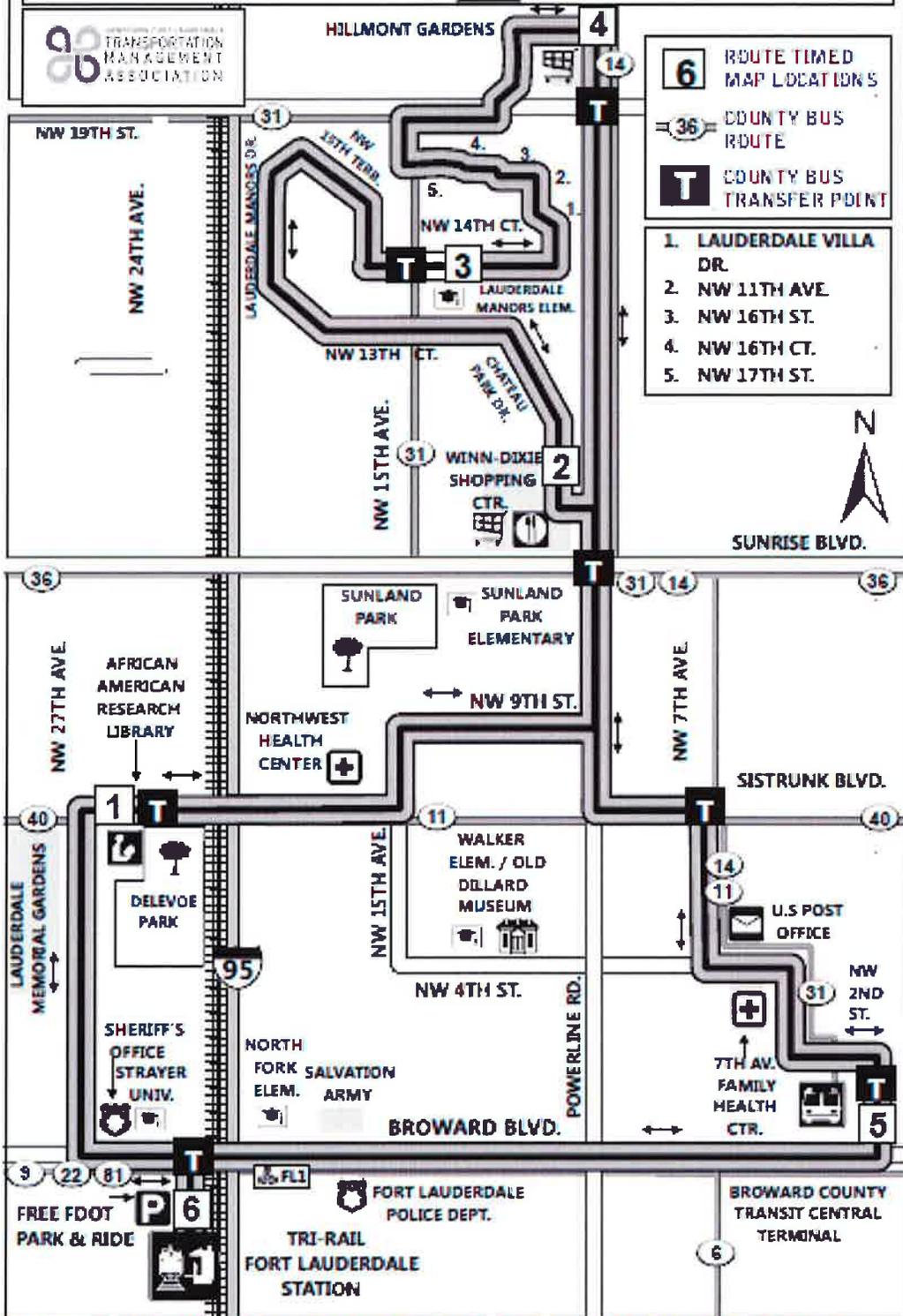


ADDITIONAL TRANSFERS TO BROWARD COUNTY TRANSIT AVAILABLE AT BROWARD CENTRAL TERMINAL

TMA Fort Lauderdale Neighborhood Link



FORT LAUDERDALE STATION NW COMMUNITY LINK

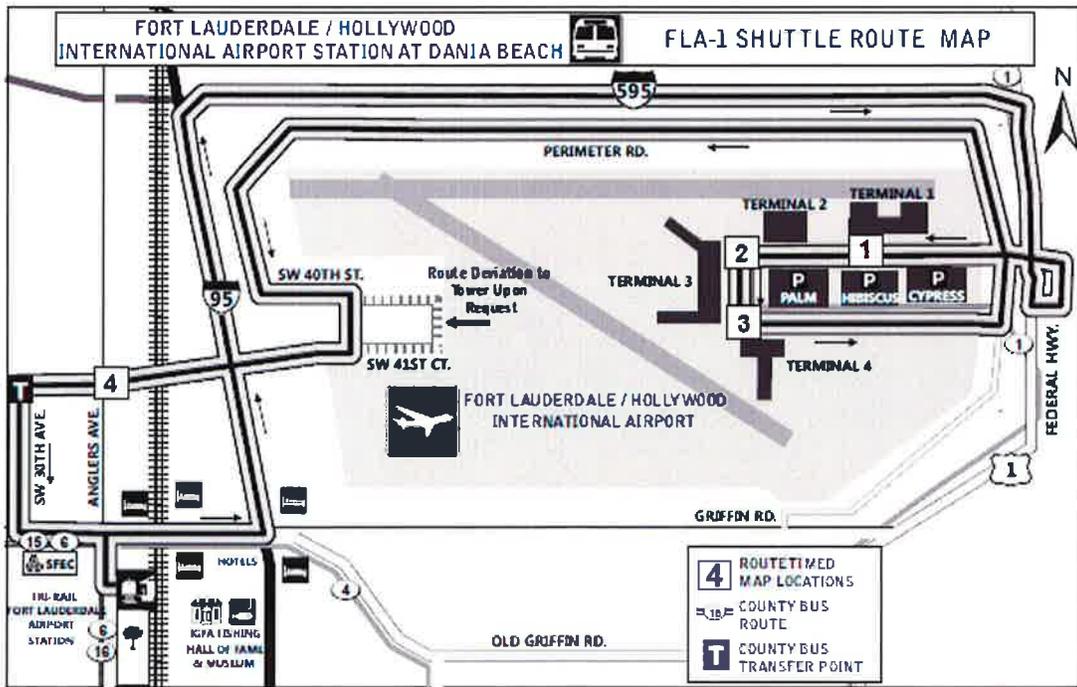
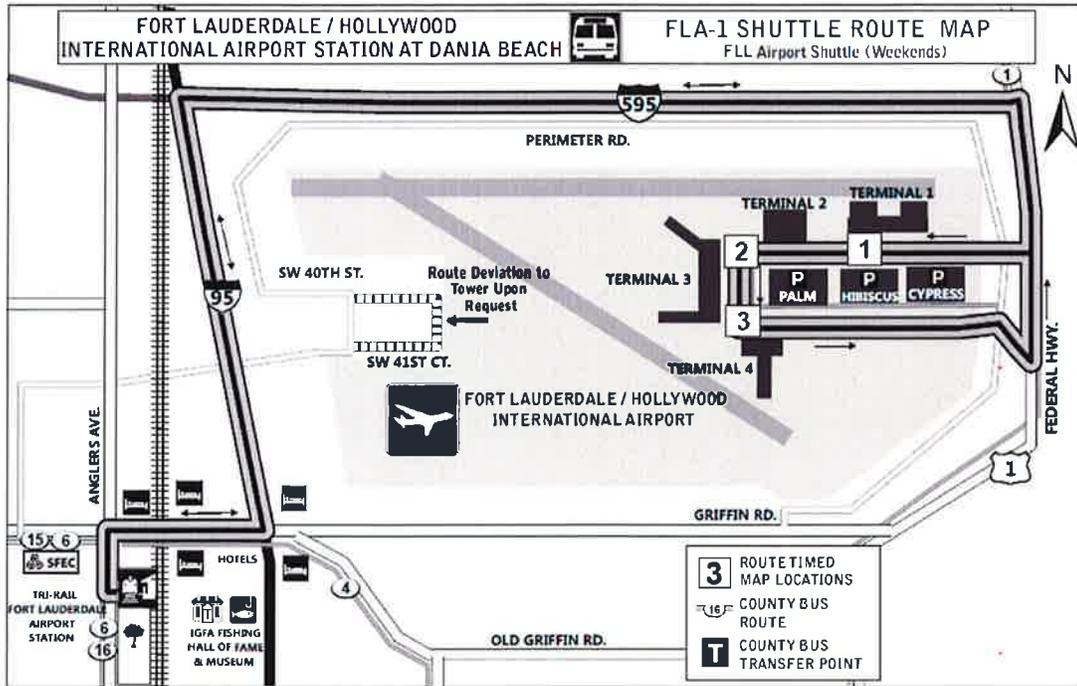


- 6** ROUTE TIMED MAP LOCATIONS
- 36** COUNTY BUS ROUTE
- T** COUNTY BUS TRANSFER POINT

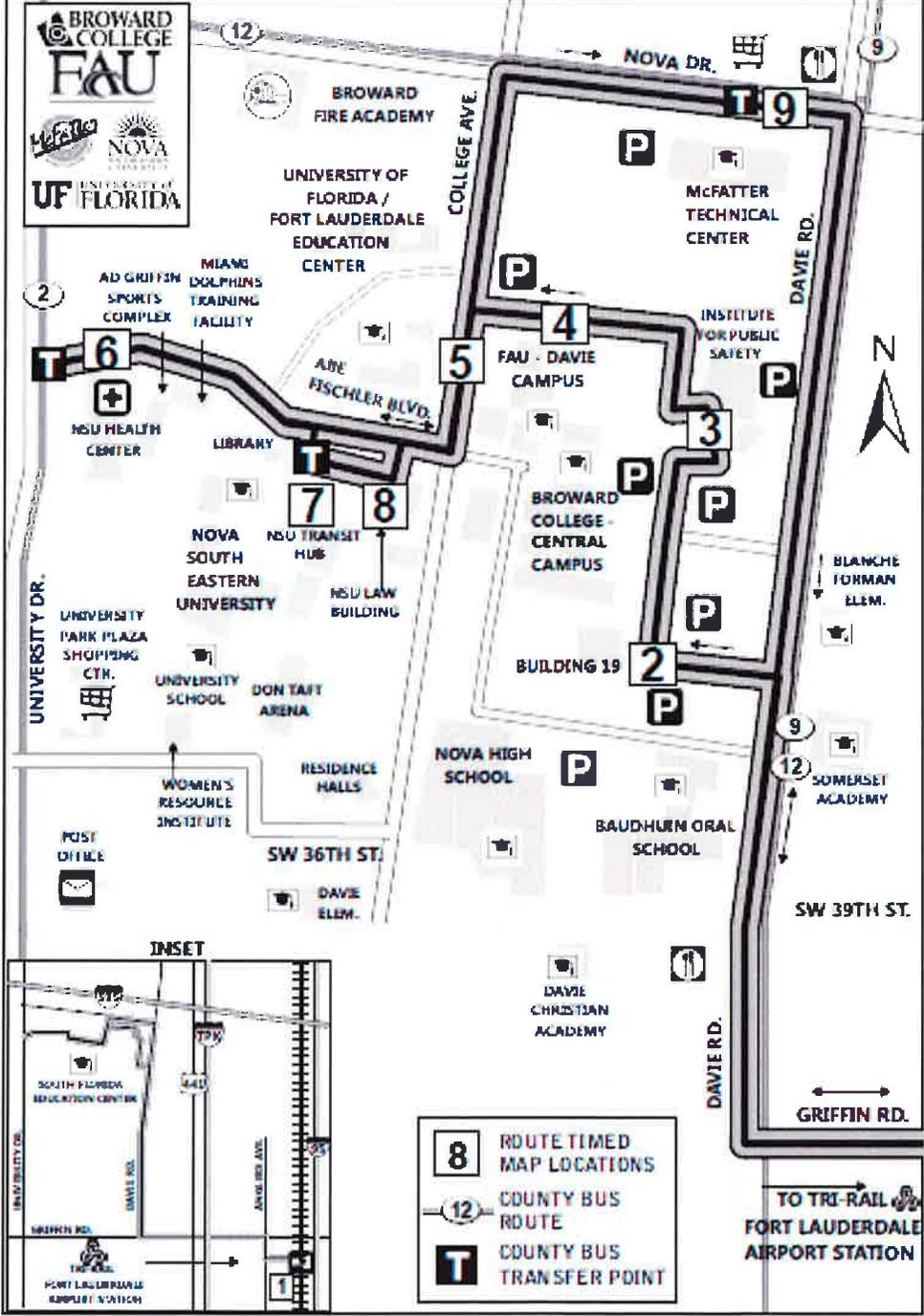
- 1 LAUDERDALE VILLA DR.
- 2 NW 11TH AVE.
- 3 NW 16TH ST.
- 4 NW 16TH CT.
- 5 NW 17TH ST.



*ADDITIONAL TRANSFERS TO BROWARD COUNTY TRANSIT AVAILABLE AT BROWARD CENTRAL TERMINAL.



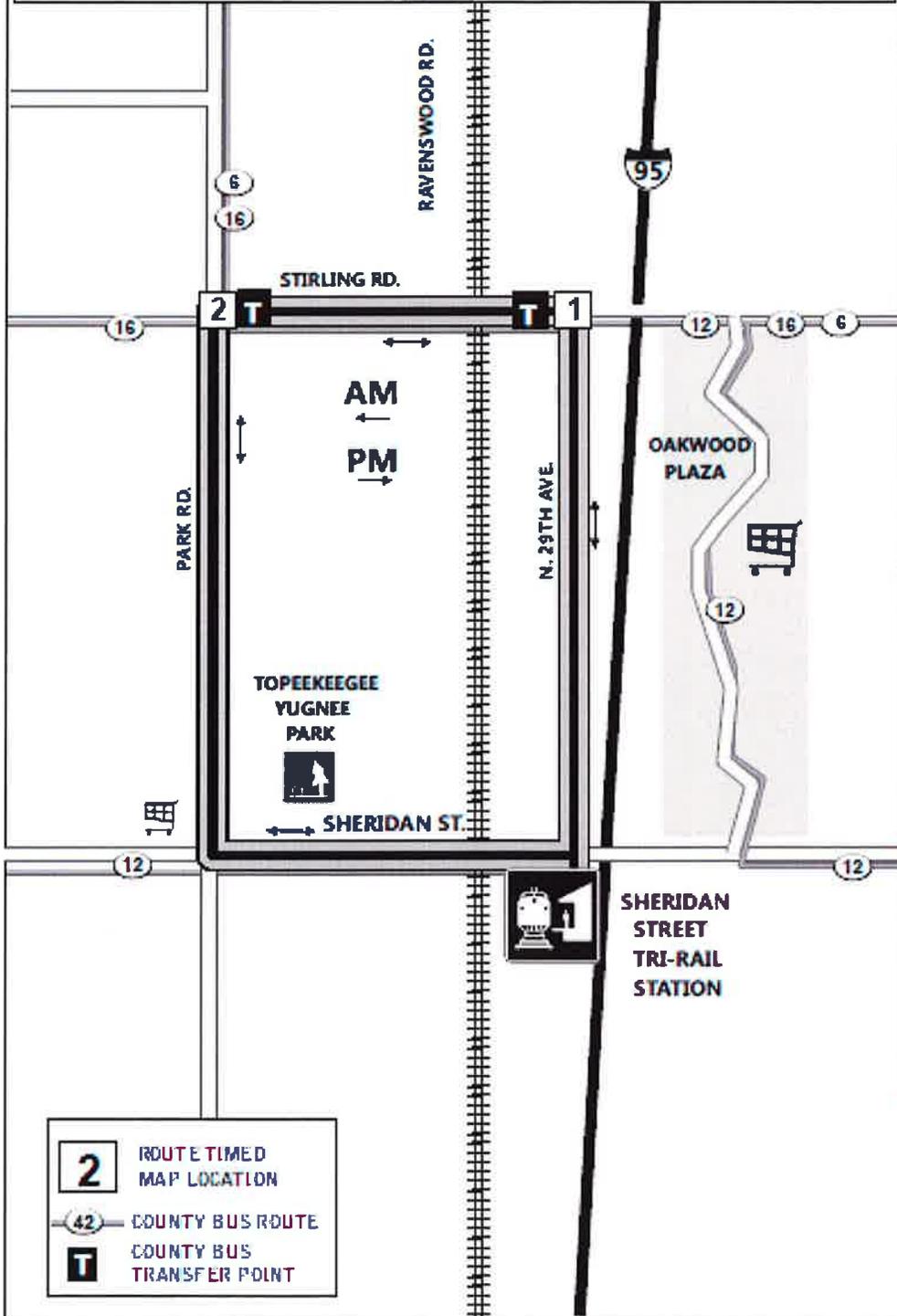
TRI-RAIL / SOUTH FLORIDA EDUCATION CENTER SHUTTLE  SHUTTLE ROUTE MAP



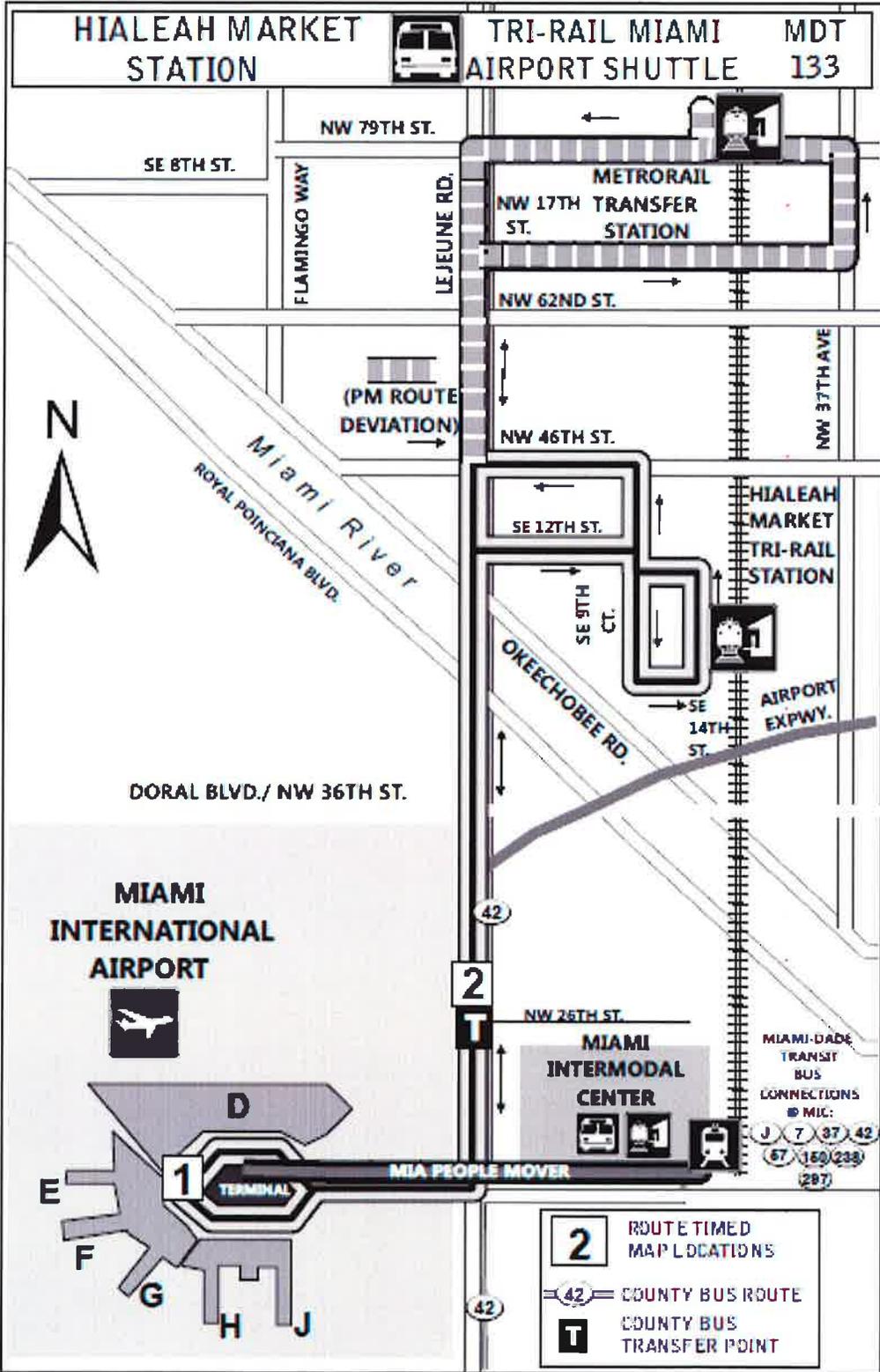
SHERIDAN STREET STATION



SS-1 SHUTTLE BUS MAP



- 2** ROUTE TIMED MAP LOCATION
- 42** COUNTY BUS ROUTE
- T** COUNTY BUS TRANSFER POINT



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013
AGENDA ITEM REPORT

Information Item Presentation

SFRTA TRANSIT DEVELOPMENT PLAN (TDP)
FY 2014-2023 MAJOR UPDATE

SUMMARY EXPLANATION AND BACKGROUND:

The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of state funding for public transportation. The Block Grant Program requires the South Florida Regional Transportation Authority (SFRTA) to develop and adopt a major update on its Transit Development Plan (TDP) every five years. SFRTA is currently preparing its 10-year TDP, which will cover fiscal years 2014 through 2023. This TDP update must be submitted to the Florida Department of Transportation (FDOT) by September 1, 2013.

The TDP is a strategic guide for public transportation agencies for a 10-year period. It represents SFRTA's vision for public transportation in its service area during this time period. Since the last major TDP update completed five years ago, SFRTA has taken a more prominent role in the facilitation of regional transportation projects, in addition to operating Tri-Rail and the shuttle bus services connecting to Tri-Rail. Some of these regional initiatives include increased park-and-ride capacity; procurement of new locomotives and railcars; implementation of the Easy Card system; sponsoring the design and construction of The Wave Modern Streetcar Project (Fort Lauderdale's downtown streetcar project); and facilitating plans to extend Tri-Rail commuter rail operations on to the Florida East Coast (FEC) Railroad tracks.

In January, SFRTA issued a Notice to Proceed to general planning consultant Tindale-Oliver and Associates, Inc. to lead development of the TDP Major Update. The consultant will present to the SFRTA Governing Board an overview of the TDP Major Update process, schedule, and public outreach plans.

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

Department Director: Daniel R. Mazza, P.E.
Procurement Director: N/A

EXHIBITS ATTACHED: Exhibit 1- Presentation

SFRTA TRANSIT DEVELOPMENT PLAN (TDP)
FY 2014-2023 MAJOR UPDATE

Recommended by: Daniel Myers 4/18/13 Approved N/A
Department Director Date Procurement Director Date

Authorized by: Joyh L. [Signature] 4/18/13 Approved as to Form [Signature] 4-18-13
Executive Director Date General Counsel Date

2014-2023 Transit Development Plan

SFRTA: Moving Our Region Forward



presented to:
SFRTA Governing Board
April 26, 2013



presented by:



TDP Purpose



- 10-Year timeframe
- Annual Progress Report
- Major Update every 5 years
- Assess previous plan
- Prioritize improvements
- Update financial plan
- Meet FDOT requirement



TDP Overview



- Sets the vision
- Strategic, 10-year plan
 - Public outreach
 - Demographics/travel behavior
 - Existing transit service
 - Transit demand/mobility needs
 - Improvements
 - 10-year implementation/financial plan



Project Background



- Since the last Major Update
 - Regional park-n-ride
 - Sustainable efforts
 - The Wave
 - Coastal service on FEC
 - New rolling stock
 - Shuttle bus growth
 - Corridor dispatch & maintenance agreement



Project Objectives



- Reinvigorate identity
- Reassess the mission
- Continue building partnerships
- Address needs of growing, dynamic region
- Refine/update 10-yr vision
- Identify potential revenue sources



Role of PTAC



- External Review Committee
- Technical review during TDP process
- Three presentations:
 - Project Introduction (February)
 - Needs Identification (April)
 - Final Recommendations (June)
- Workforce board representatives invited



Public Involvement Activities



- On-board survey
- SFRTA outreach efforts
- Branding
- Project website
- Stakeholder database
- Platform interviews
- Presentation boards
- Online survey
- *OnBoard* newsletter
- Meetings and presentations



Public Involvement Activities



- On-board Survey
 - February 13, 2013
 - 5,780 surveys
 - Travel and satisfaction
- SFRTA Outreach
 - Press Release
 - Stakeholder database
 - Street events
 - Job and benefit fairs
 - Community events
 - Other public outreach events

Survey # _____

PLEASE HELP US IMPROVE YOUR TRI-RAIL SERVICE! 

For feedback on service please email: Feedback@floridatrails.com. Double-click on any text box to edit. Please print clearly. Retain your completed survey for future reference. Thank you for your input. If you have any questions, please call 888-888-8888. If you have any questions, please call 888-888-8888. If you have any questions, please call 888-888-8888.

PLEASE TELL US ABOUT THE TRIP YOU TOOK TO THE STATION OR ON THE TRAIN

1. I ORIGINALLY INTENDED THIS TRIP AS: Work Home Shopping Social/Recreational Airport School/College College/University Other _____

2. WHICH IS LOCATED AT (IMPORTANT): _____

3. TO GET TO TRI-RAIL, I WOULD: Walking Taxi Street Bus Metrolink Bike and/or Scooter Bike Locker Bike Rack Bike on Train Transit Bus Other _____

4. I GOT ON THE TRAIN AT: _____

5. I WILL GET OFF THIS TRAIN AT: _____

6. I WILL LEAVE THE TRI-RAIL STATION BY: Walking Taxi School Bus Metrolink Bike Transit Bus Other _____

7. IS THIS JOURNEY PART OF A ROUND TRIP THAT YOU WILL MAKE TODAY? Yes No

8. I WILL LEAVE THIS TRIP AT: Work Home Shopping Social/Recreational Airport School/College College/University Other _____

9. WHICH IS LOCATED AT (IMPORTANT): _____

10. I TYPICALLY RIDE TRI-RAIL: _____ times per day and _____ days per week.

11. I HAVE BEEN RIDING TRI-RAIL: First Time/Occasionally For the last 6 months For 6 months to 1 year For 1 to 2 years For 2 to 5 years 5 years +

12. I USUALLY LIVE IN SOUTH FLORIDA: Full Time Part Time Part Time Other _____

13. ARE YOU TRAVELING WITH OTHER PEOPLE THAT ARE NOT RIDING OUT THE SERVICE? Yes No

14. I LIVE IN ZIP CODE: _____

15. MY GENDER IS: MALE FEMALE

16. MY AGE IS: Under 15 15-24 25-34 35-44 45-54 55 or Over

17. MY RACE IS BEST DESCRIBED AS: American Indian Asian Black/African American Hispanic White Other _____

18. VEHICLES ARE OWNED BY PEOPLE IN MY HOME: None 1 2 3 4 5 or more

19. I COULD HAVE TRAVELED TODAY BY CAR BUT CHOSE TO RIDE TRI-RAIL INSTEAD: Yes No

20. I HAVE A DRIVER'S LICENSE: Yes No

21. INCLUDING ME, _____ LIVE IN MY HOME, AND OF THOSE: _____ are under 16 years old, _____ are 16 and older, and _____ work outside the home.

22. I GRADUATED: High School Middle School Not Applicable

23. WHAT IS YOUR CURRENT EMPLOYMENT STATUS? Some College College Not Applicable Employed Full Time Employed Part Time Not Working/Unemployed Student Homemaker Retired

24. MY HOUSEHOLD'S TOTAL ANNUAL INCOME IS: \$25,001-\$50,000 \$50,001-\$75,000 \$75,001-\$100,000 Over \$100,000 I do not know Under \$25,000

25. I FILLED OUT ANOTHER SURVEY CARD EARLIER TODAY: Yes No

PLEASE TELL US HOW YOU THINK WE'RE DOING

26. PLEASE RATE TRI-RAIL ON THE FOLLOWING TOPICS (Please check the box that best describes your opinion - check all that apply.)

27. PLEASE RATE TRI-RAIL ON THE FOLLOWING TOPICS (Please check the box that best describes your opinion - check all that apply.)

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50. PLEASE RATE TRI-RAIL ON THE FOLLOWING TOPICS (Please check the box that best describes your opinion - check all that apply.)

Public Involvement Activities



- Project Branding



www.SFRTAForward.com

- Project Website



Public Involvement Activities

- Online Survey



SFRTA: *Moving Our Region Forward* (SFRTA Forward) is a strategic plan that will present the vision of the South Florida Regional Transportation Authority (SFRTA) to promote transit growth and improvement over the next decade (2014-2023). Your ideas of improved service, transportation needs, and new initiatives are needed to make the SFRTA Forward plan a success. We look forward to your input to set the vision of SFRTA for the next 10 years!

*** 1. Which of these public transportation services in the South Florida region have you used at least once in the last 12 months? (check all that apply)**

- Tri-Rail
- Broward County Transit bus service
- Miami-Dade Transit bus service
- Miami-Dade Transit Metromover
- Miami-Dade Transit Metrorail
- Palm Tran bus service
- Carpool/vanpool services
- Other (please specify below): (e.g., paratransit, community/downtown circulators, beach trolley, etc.)
- I have not used any public transportation in the South Florida Region in the last 12 months.

If you selected Other above, please specify here:

Next

- Email Blast



SFRTA Needs Your Input!



What is "SFRTA: Moving Our Region Forward"?
The South Florida Regional Transportation Authority (SFRTA), the public agency that operates Tri-Rail commuter rail and its shuttle buses, has started the process to update its 10-year Transit Development Plan (TDP) and we need your input!

SFRTA: Moving Our Region Forward is the strategic plan that will lay out the vision of the agency for the next decade (2014-2023). The **SFRTA Forward** process presents a great opportunity for the agency to reinvigorate its identity and reassess its mission, address the mobility needs of a growing and dynamic region, and continue building partnerships to advance transportation projects in the in-county region (Miami-Dade, Broward, and Palm Beach) and beyond.

Why do we need your input?
It is important for us to learn more about your public transportation needs and issues and those of the people and organizations you represent in the South Florida region. **What improvements or initiatives do you believe should be priorities for SFRTA over the next 10 years?** Click [here](#) to take our short survey and don't miss this opportunity to tell us how SFRTA can help address mobility in the region.

How can you get involved?
Visit www.SFRTAForward.com to submit your ideas.

Public Involvement Activities

- Social Media Outreach
 - Partner agencies' Facebook and Twitter posts
- OnBoard Newsletter

The South Florida Regional Transportation Authority (SFRTA) needs your input! Complete a brief survey (<http://tinyurl.com/SFRTA>) to help set the 10-year vision of SFRTA and share your ideas on how to promote transit growth and improvement in the region. To learn more about the SFRTA: Moving Our Region Forward strategic plan visit www.SFRTAforward.com. Please share it with your friends! Thank you.



Like Comment Promote Share



OnBoard >>> MARCH 2013

THE LATEST NEWS FROM THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY. A PARTNERSHIP BETWEEN MIAMI-DADE & PALM BEACH COUNTIES.

SFRTA Moving Our Region Forward

The South Florida Regional Transportation Authority (SFRTA) has started the process of updating its 10-year Transit Development Plan (TDP), and we need your input! Included SFRTA Moving Our Region Forward, the TDP is a strategic plan that lays out the vision of the agency for the next decade (2014-2023). The TDP process presents a great opportunity for the SFRTA to reevaluate its identity, reassess its mission, address the mobility needs of a growing and dynamic region, and continue building partnerships to advance transportation projects in the tri-county region (Miami-Dade, Broward and Palm Beach).

Since the last TDP update completed five years ago, the SFRTA has taken a leadership role in facilitating regional transportation projects in addition to operating Tri-Rail and the free shuttle buses connecting to Tri-Rail. Some of these regional initiatives include increased park-and-ride capacity, efforts to promote sustainability and human-oriented development, sponsoring the design and

construction of The Wave, Fort Lauderdale's downtown streetcar project, and introducing plans to extend Tri-Rail commuter rail operations into the Florida East Coast (FEC) Railroad tracks.

LA SFRTA AVANZANDO NUESTRA REGIÓN

La Autoridad Regional de Transporte del Sur de la Florida (SFRTA) ha comenzado el proceso de actualización de su plan de desarrollo de transporte para programar en los próximos diez años la región conformada de tres condados (Miami-Dade, Broward y Palm Beach). Desde la última actualización del TDP que se finalizó hace cinco años, la SFRTA ha tomado un rol



>>> **SO, TELL US, WHAT IMPROVEMENTS OR INITIATIVES SHOULD BE PRIORITIES FOR SFRTA OVER THE NEXT 10 YEARS?** <<<

Send us your ideas and suggestions via email to: TDP@SFRTA.org. A website is currently being developed to provide the opportunity to provide input via surveys and other tools, from the project mailing list, and submit ideas, suggestions, or comments. We look forward to your input to set the vision of SFRTA for the next 10 years!

adelantando de nuestro Plan de Desarrollo de Transporte (TDP) de 10 años y necesidades de su agente. Demostremos "La SFRTA Avanzando Nuestra Región" (SFRTA Moving Our Region Forward), el TDP es un plan estratégico que presenta la visión de la agencia para la próxima década (2014-2023). El proceso del TDP presenta una excelente oportunidad

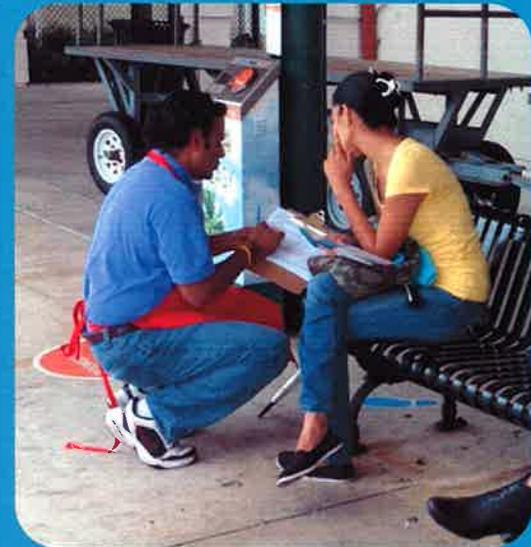
para facilitar proyectos regionales de transporte, aumento de operar Tri-Rail y los servicios gratuitos de conexión en autobús que se conectan con un Tri-Rail. Algunos de estas iniciativas regionales consisten en una mayor capacidad de estacionamiento en estaciones, esfuerzos para promover la sostenibilidad, patrocinio de la construcción y

Continúa en la siguiente página >>>

Public Involvement Activities



- Platform Interviews/Intercept Surveys
 - Tue 3/19, Thu 3/21, and Sat 4/6
 - Display Boards/Fact Sheet
 - Over 700 completed!



Public Involvement Activities



- Meetings and presentations
 - PTAC (External Review Committee)
 - SFRTA Governing Board
 - MPO Boards and Committees
 - Others



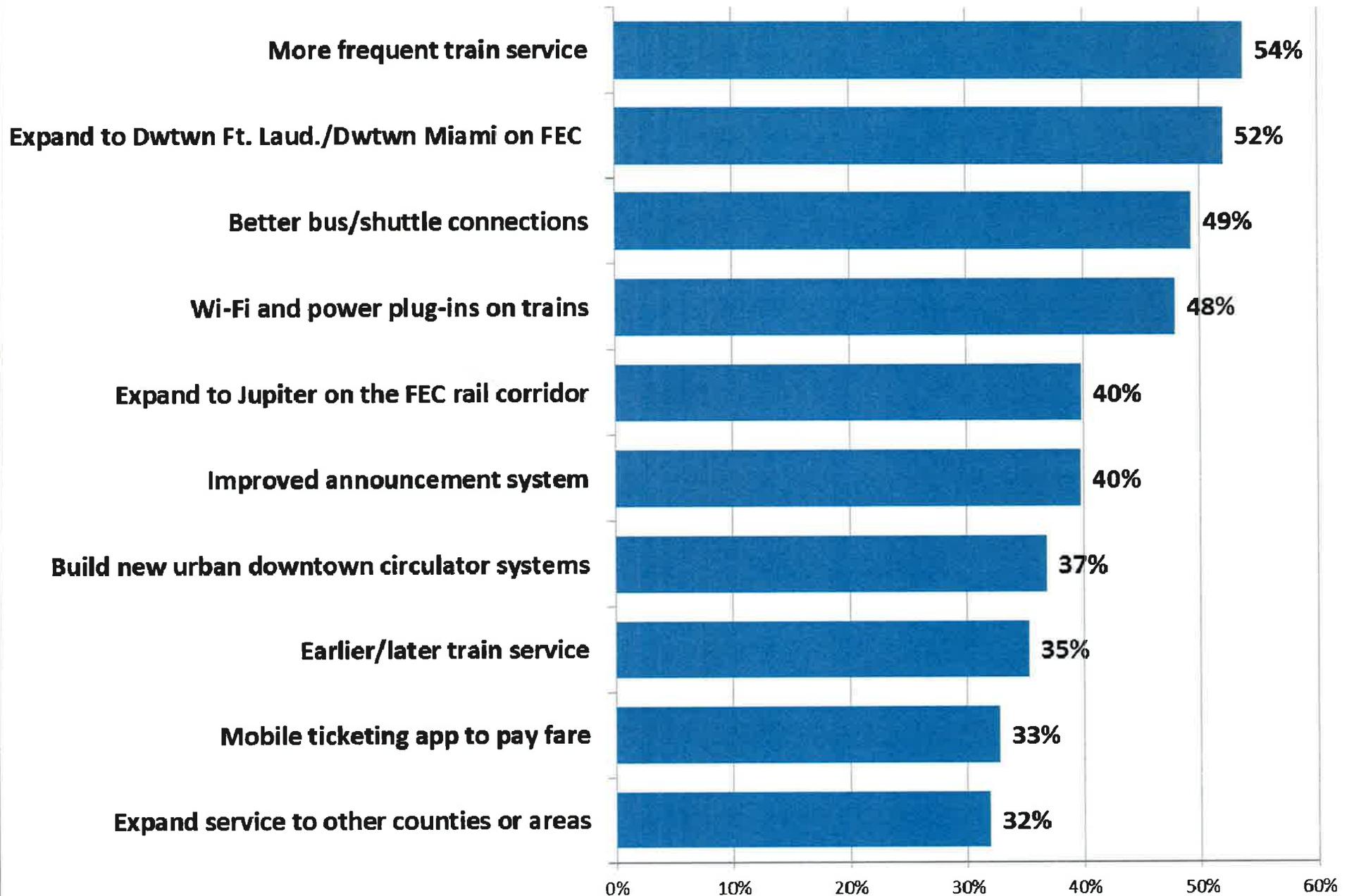
Priorities Exercise



What improvements or initiatives should be priorities for SFRTA over the next 10 years?

	Improvements/Initiatives Ideas	Weighted Score
1	Expand service to FEC tracks	36
2	Transit Oriented Development around stations	14
3	Real Time information (mobile app and at platforms)	13
4	Better connections to final destinations	12
5	Improve bike and ped connections	10
	Have wi-fi and power plugs on new cars	8
	Develop underutilized Miami-Dade rail corridors	6
	Double daily ridership	6
	Better circulation around MIA/MIC station	4

"Very High Priority"



Draft Goals



1. Maximize performance, reliability, efficiency and capacity of the existing system
2. Improve the SFRTA/Tri-Rail passenger experience
3. Continue utilization of private sector contractors for majority of SFRTA services and operations
4. Improve connecting transit and transportation services

Draft Goals & Objectives



5. Take an active leadership role in expanding premium transit in the region
6. Pursue funding opportunities to support both the existing system and expanded premium transit in the region
7. Develop and pursue partnerships with agencies/entities in both public and private sector

Draft Goals & Objectives



8. Facilitate economic growth and development throughout the region
9. Maximize environmentally sustainable practices for both the current system and expanded premium services in the region
10. Provide leadership in advocacy and education of the need for an expanded regional premium transit system

Project Schedule



TASKS		2013									
		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	FACILITATE PROJECT MANAGEMENT & REVIEW MEETINGS	SMP									
2	ESTABLISH BASELINE CONDITIONS			TR 1A							
3	FACILITATE PUBLIC INVOLVEMENT	Draft PIP	Final PIP		TR 1B						
4	IDENTIFY & EVALUATE EXISTING TRANSIT SERVICES			TR 2							
5	EVALUATE DEMAND & MOBILITY NEEDS				TR 3						
6	CONDUCT SITUATION APPRAISAL			TR 4A							
7	DEVELOP GOALS & OBJECTIVES		Draft TR 4B		TR 4B						
8	PREPARE TEN-YEAR TRANSIT DEVELOPMENT PLAN				Farebox Recovery Report	Draft ES and TDP		Final Adopted TDP	FDOT 60-Day Comment Period		Final TDP - FDOT

Task Duration

Deliverables

Meetings & Presentations



Near-Term Next Steps



- **Technical Reports**
 - Baseline Conditions & Existing Transit Service
 - Draft Goals and Objectives
 - Situation Appraisal
 - Demand Estimation
- **MPO committees and Board presentations**
- **Draft TDP**
 - Financial Plan
 - Implementation Plan



2014-2023 Transit Development Plan

SFRTA: Moving Our Region Forward



Questions?



2014-2023 Transit Development Plan

SFRTA: Moving Our Region Forward



Thank you!



Natalie Yesbeck Pustizzi, AICP
SFRTA TDP Project Manager
office: 954-788-7957
yesbeckn@sfrta.fl.gov



Bill Ball, AICP
Consultant Team Project Manager
office: 813-224-8862, cell: 813-748-9190
bball@tindaleoliver.com

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013
AGENDA ITEM REPORT

Information Item Presentation

TRI-RAIL COASTAL LINK ON FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND:

On October 28, 2011, the South Florida Regional Transportation Authority (SFRTA) Governing Board received a presentation that introduced the *Fast Start Plan*, a new SFRTA initiative to bring *Tri-Rail Coastal Service* to the Florida East Coast (FEC) Railway corridor in an accelerated manner. The Fast Start Plan proposed an aggressive development schedule that would create sorely needed construction jobs, provide sustained economic development opportunities, and offer a long awaited new mobility option that would extend the existing Tri-Rail system to directly serve the region's major downtowns.

A detailed follow up presentation on Tri-Rail Coastal Link activities and other related FEC passenger rail efforts was given at the SFRTA Governing Board meeting on September 28, 2012. As part of the September 2012 discussion, the Chair stated that Tri-Rail extension onto the FEC was a top priority and requested that a brief update on FEC passenger rail issues be provided at every Governing Board meeting. As a result, such an update has been provided at subsequent Governing Board meetings.

At the April 26, 2013 Governing Board meeting, staff will provide a brief overview of recent Tri-Rail Coastal Link activities and the ongoing South Florida East Coast Corridor (SFECC) Study process.

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

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

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

TRI-RAIL COASTAL LINK ON FEC CORRIDOR

Recommended by: Daniel Wozniak 4/18/13
Department Director Date

Approved N/A
Contracts Director Date

Authorized by: Joseph A. ... 4/18/13
Executive Director Date

Approved as to Form [Signature] 4-18-13
General Counsel Date

Tri-Rail Coastal Service

Project Status Report to SFRTA Board, April 26, 2013



Presented by
William L. Cross, P.E.,

5/29/2013

Tri-Rail Coastal Link



MOU ADOPTION SCHEDULE

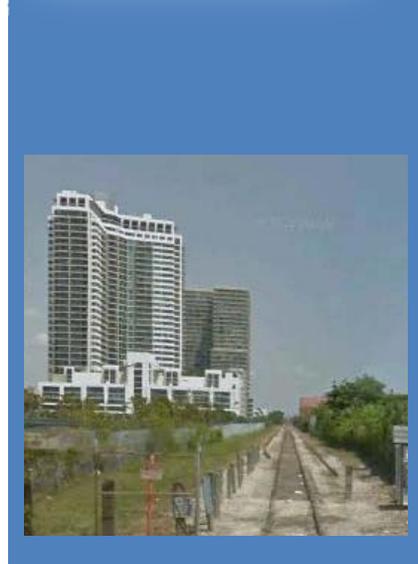
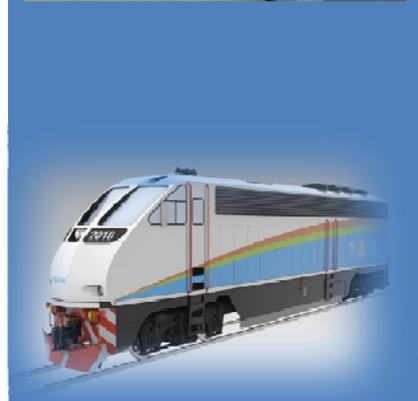
ENTITY	DATE (TIME)	LOCATION	STATUS
<i>Briefings for Various Parties</i>	<i>March-April 2013</i>	<i>Varied</i>	Complete
SEFTC	April 22, 2013 (10:00 AM)	Hollywood	Approved unanimously
SFRTA	April 26, 2013 (9:30 AM)	Pompano Beach	<i>Pending</i>
SFRPC	May 6, 2013 (10:30 AM)	Key Largo	<i>Pending</i>
Broward MPO	May 9, 2013 (9:30 AM)	Cypress Creek	<i>Pending</i>
Palm Beach MPO	May 16, 2013 (9:00 AM)	West Palm Beach	<i>Pending</i>
TCRPC	May 17, 2013 (9:30 AM)	Stuart	<i>Pending</i>
Miami-Dade MPO	May 23, 2013 (2:00 PM)	Miami	<i>Pending</i>
Florida Rail Enterprise (FDOT)	May 2013	<i>no public hearing required</i>	<i>Pending</i>

ULI/SFRTA Event

“Development Opportunities on the Florida East Coast (FEC) Corridor: An Interactive Forum”



Tri-Rail Coastal Link



EVENT DETAILS

- Jointly organized by SFRTA and ULI Southeast/Caribbean
- Held on April 17, 2013
- Almost 250 Attendees
 - 60% Private sector
 - 40% Public sector



EVENT PROGRAM

- Welcome
- Melding Mobility & Economics
 - Panel & Presentations
 - Statewide rail initiatives
 - Tri-Rail Coastal Link
- Municipal Showcase
 - City Displays & Interaction
 - Station “Dots” Exercise
- Developer Roundtable



STATION AREA MARKET & ECONOMIC ANALYSIS RESULTS SHARED

\$1.4 Billion of New Development due to Tri-Rail Coastal Link

- \$580 Million of new residential development
 - 5,500 new residential units
- \$850 Million of new commercial development
 - 8.3 Million square feet
- \$18 Million of new tax revenue

Other Projected Economic Benefits

- \$630 Million overall economic output
- \$250 Million of labor income
- 28,000 new permanent jobs



MUNICIPAL SHOWCASE

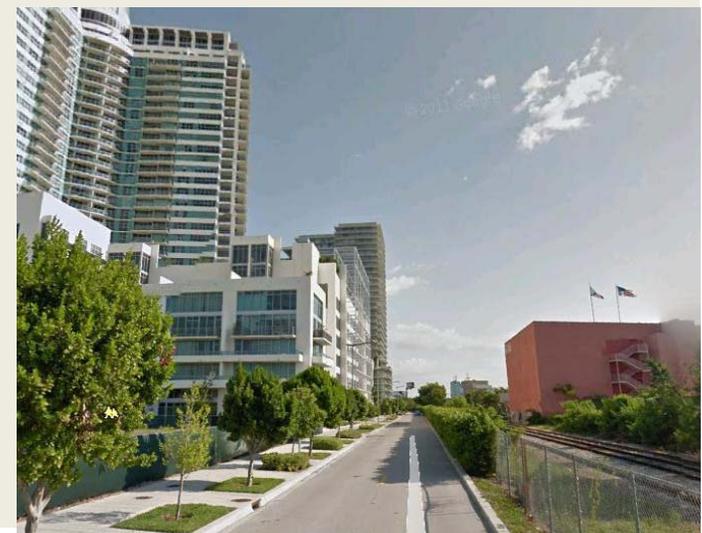
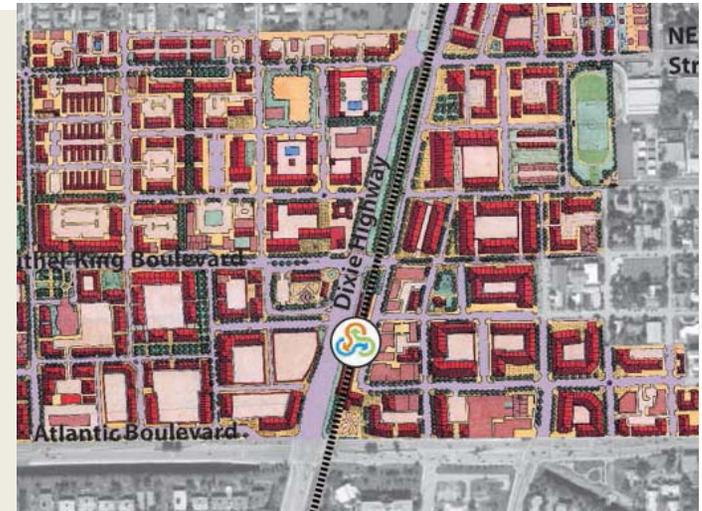
- 12 Cities on display
 - Interaction with the development community
- Station “Dots” exercise
 - Choose most attractive development sites
 - Able to see varied private sector and public sector preferences



DEVELOPER ROUNDTABLE

Key Recommendations/Desires

- Certainty
 - Local development approval timeframe
 - Rail project timeframe
- More regional collaboration
 - Among multiple counties
 - Among multiple cities
 - Multiple DDA coalition suggested
- Worry about rigid blanket TOD guidelines
 - “Every site is different”



DEVELOPER ROUNDTABLE

Additional Recommendations

- Continuity in city's vision
- CRAs and DDAs seen as way to capture value
- Wave Streetcar assessment district viewed as a good model
 - Want fairness
 - Want to see results
- Reliable and attractive transit service is key



POST-EVENT FOLLOW UP

- Presentations, station area book & video available online
 - sfrta.fl.gov
 - seflorida.uli.org
- Station area book provided to all cities/towns
- Continued dialogue with development community
 - Building new partnerships



Tri-Rail Coastal Service



Tri-Rail Coastal Link



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013
AGENDA ITEM REPORT

Information Item Presentation

TRI-RAIL COASTAL LINK VIDEO

SUMMARY EXPLANATION AND BACKGROUND:

The video for the Tri-Rail Coastal Link project was developed to discuss the project's purpose and benefits in an accessible and user-friendly manner.

The video will be used at various government meetings public outreach events and posted on the project web site for public viewing.

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

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

EXHIBITS ATTACHED: N/A

TRI-RAIL COASTAL LINK VIDEO

Recommended by: Daniel Mays 4/18/13 Approved N/A
 Department Director Date Contracts Director Date

Authorized by: Jayh [Signature] 4/18/13 Approved as to Form [Signature] 4-18-13
 Executive Director Date General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

The Construction Oversight Committee did not meet during the Month of March, 2013.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
FEBRUARY 19, 2013

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 a.m. on Tuesday, February 19, 2013 in the Board Room of SFRTA Administrative Office, 800 NW 33rd Street, Pompano Beach, Florida 33024.

COMMITTEE MEMBERS/ALTERNATES PRESENT:

Mr. Bob Cambric, South Florida Regional Planning Council (RPC)
Ms. Monica Cejas, Miami-Dade Transit (MDT)
Ms. Kim Delaney, Treasure Coast RPC
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)
Mr. Paul Flavien, Broward MPO
Ms. Amie Goddeau, Florida Department of Transportation (FDOT) District 4
Mr. Larry Hymowitz, FDOT District 4
Ms. Angela Morlok, Palm Beach MPO
Mr. Joseph Quinty, South Florida Regional Transportation Authority
Mr. Jonathan Roberson, Broward County Transit (BCT)
Ms. Irma San Roman, Miami-Dade MPO
Mr. Phil Steinmiller, FDOT District 6
Mr. Fred Stubbs, Palm Tran
Mr. Randy Whitfield, Palm Beach MPO, Chairman

ALSO PRESENT:

Mr. Steve Anderson, SFRTA
Mr. Bill Ball, Tindale-Oliver
Ms. Loraine Cargill, SFRTA
Mr. Larry Foutz, HNTB
Mr. Paul Hederman, Workforce Alliance
Mr. Mason Jackson, Workforce One – Via teleconference
Ms. Elaine Magnum, SFRTA
Mr. Demian Miller, Tindale-Oliver
Ms. Jessica Vargas, Tindale-Oliver
Ms. Lynda Westin, SFRTA
Ms. Natalie Yesbeck, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 10:35 a.m.

ROLL CALL

The Chair requested the roll call.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Quinty requested to change the order of the agenda in order to accommodate availability of SFRTA Operation staff, resulting in item I2 to go first. A motion was made by Ms. Irma San Roman to approve the agenda with this change. The motion was seconded by Mr. Paul Flavien. The motion was called to a vote and carried unanimously.

DISCUSSION ITEMS - None

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 January 16, 2013.

Ms. Kim Delaney made a motion to approve the meeting minutes. The motion was seconded by Mr. Jonathan Roberson. 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.

None.

INFORMATION / PRESENTATION ITEMS
Action not required, provided for information purposes only.

II. - INFORMATION: Tri-Rail Enhanced Weekend Schedule

Mr. Marcin Gadek of SFRTA Operations staff gave an overview of the new Tri-Rail weekend schedule that will go into effect on March 2, 2013. Mr. Gadek explained that weekend service will increase from 14 trains per day to 30 trains per day, providing one-hour headways and a longer span of service. He also noted that the time allowed for turns at the end of the line in the new schedule will prevent cascading delays from occurring. Mr. Gadek also stated that additional connecting transit on the Tri-Rail weekend shuttle bus services, Palm Tran Route 44, and MDT Route 133 will also begin. Mr. Paul Flavien asked if the Tri-Rail smart phone app is being changed to reflect the new service. SFRTA staff replied that yes, the app will be updated to show the new weekend schedule.

12. - INFORMATION: SFRTA Transit Development Plan (TDP) Major Update

Ms. Natalie Yesbeck Pustizzi of SFRTA Planning staff introduced TDP project consultant Bill Ball of Tindale-Oliver. Mr. Ball gave a slideshow presentation overview of the SFRTA Transit Development Plan (TDP) Major Update process and schedule. His presentation started by describing why a TDP is required. It followed with an overview of what the 10-year plan will include, some updates since the last SFRTA TDP Major Update, and the objectives to be accomplished with this TDP. The consultant project team was presented and the role of the PTAC and the Workforce Development Board representatives serving as the External Review Committee (ERC) was explained. An overview of the Scope of Work followed with a more detailed description of the public involvement activities proposed to be conducted during the development of the plan. The presentation concluded with the project schedule and a list of the next steps to be completed in the next month.

A question and answer session was held following the presentation. The following comments were received from the ERC after the presentation and shown in **bold**. The responses by the TDP project team are presented in *italics*.

What is the plan about? What will come out of the plan?

The TDP will identify short-term fixes, markets not being served, and global issues with the public transportation system in the region (not limited to Tri-Rail and its services). It will produce a long-term list of public transportation needs which will bring attention to those needs and present a plan to find solutions for those needs.

What will be asked to Tri-Rail riders on the intercept surveys?

The survey instrument has not been developed yet, as the input from the ERC members will be taken into consideration. For the last major update, the intercept survey instrument included a list of improvements categorized by timeframe: short-term (1-2 years), mid-term (3-5 years), long-term (more than 5 years) for riders to select the improvements they would like to see implemented in the future. The instrument is more qualitative and not quantitative like the on-board survey completed recently on February 13, 2013.

How is the TDP taking into consideration the Regional Transit Needs Plan that will be prepared for the Regional Long Range Transportation Plan (RLRTP), scheduled to be ready by November 2013?

Given the Regional Transit Needs Plan will not be complete until November, the TDP will incorporate the information that is available by the summer when the Draft TDP will be completed. The TDP could feed into the Regional Transit Needs Plan so the transit needs identified in the TDP are considered and included in the RLRTP. It is important to keep all of these plans consistent and coordinated as much as possible to share resources.

How are the non-riders' opinions and transit needs going to be gathered?

Non-rider feedback will primarily be collected via the online platforms and tools (website, online surveys, and email blasts). A stakeholder database is going to be developed that will include riders and non-riders. It is expected that the databases of other partner agencies will be shared or at least the TDP information will be shared with other partners' mailing lists.

Employers' and employees' perspective is important to be collected given they are a large portion of Tri-Rail's ridership.

Tri-Rail is an employment-based system and it already works with many employers in the region through its Employer Discount Program (EDP) participants. The representatives of the Workforce Development Boards could also identify the Human Resources directors and other employment-based associations who can help spread the word among the business and economic development community (e.g. Chambers of Commerce).

The TDP public involvement plan, in addition to the proposed online and website outreach, should piggy back with the upcoming LRTP public outreach events.

Yes, the TDP will coordinate with the upcoming LRTP public involvement events to the extent that these efforts are completed within the timeframe of the TDP schedule.

Are there any plans to use social media tools to reach the younger population? This population does not check email anymore and reaching them may be better via social media networks like Facebook and Twitter.

Current SFRTA policy does not include Facebook or Twitter. Limited use of social media is being considered by SFRTA. The TDP project website can be posted on universities and other stakeholders' Facebook pages to obtain feedback from those in social networks (e.g., Miami-Dade College and Florida Atlantic University pages).

There are many surveying efforts going on in the region for each of the different transportation projects being studied. Is there consistency in the questions asked in the survey instruments being used?

The SFRTA on-board survey used the same type of travel behavior related questions typically used in on-board surveys around the region by FDOT and other partners. FTA's new Title VI guidelines also require socio-economic questions in all transit surveys, so there is consistency in socio-economic related questions. The goal is to maintain consistency across the survey efforts so results can be used in regional planning efforts as well.

The Regional Long Range Transportation Plan will identify transit needs for the region, how will the SFRTA TDP coordinate with this effort?

The SFRTA TDP will also identify needs for its 10-year plan and those needs will feed into the RL RTP Transit System Plan that has a 25-year horizon.

Priorities Exercise

After all the comments related to the Project Introduction presentation were addressed, an interactive exercise with the ERC members was conducted. The focus of the exercise was presented with a simple phrased question: "What improvements or initiatives should be priorities for SFRTA over the next 10 years?"

The first step of the exercise asked ERC members to call out their improvement/initiative ideas, while the Project Team recorded them on flip charts as they were generated. A total of 22 ideas were suggested as priorities for SFRTA in the next 10 years (see Table 1). Second, the 22 ideas were read aloud, clarified as appropriate, and a number was assigned to each idea. Third, ERC members were instructed to select their top three favorite ideas and record these improvements/initiatives on the exercise sheet provided (see Attachment C). The ERC members were given approximately five minutes to complete this step, and they did so silently and independently.

While the PTAC continued with its agenda items, the exercise sheets were collected and the priority voting reviewed. A weighted score was assigned to each participant's idea in the following manner: the highest ranked initiative or improvement (i.e., ranked #1) received a score of three, the second ranked idea received a score of two, and the third ranked idea received a score of one. In this manner, all of the votes were scored and totals were tallied to identify the top five ranked priorities. The results of the vote were then recorded in an Excel spreadsheet to provide a permanent record of the voting process and results. Last, the results were presented to the ERC members for their consideration. Table 1 summarizes all of the priority ideas identified by the ERC members during the exercise, along with the results of the voting and prioritization process.

(See table on next page)

<i>"What improvements or initiatives should be priorities for SFRTA over the next 10 years?"</i>			
#	Improvements/Initiatives Ideas	Weighted Score	Final Prioritization
1	Expand Tri-Rail service to FEC tracks	36	1
7	Support Transit Oriented Development (redevelopment/mixed-use) around stations	14	2
4	Real Time Information on the mobile app and at platforms	13	3
3	Better connections to final destinations from Tri-Rail	12	4
17	Improve bike and ped connections to stations	10	5
2	Have wi-fi and power plugs on new cars	8	
9	Develop underutilized Miami-Dade rail corridors	6	
16	Double daily ridership	6	
8	Better circulation around MIA/MIC station	4	
10	Install bathroom at stations	4	
11	Expand peak hour hours	4	
20	Expand service to Monroe and Martin/St. Lucie Counties	4	
18	Station at Palm Beach International Airport	3	
15	Level boarding with All Aboard passenger trains	2	
5	Mobile ticketing app to purchase fare media	0	
6	Clear announcements inside trains and at platforms	0	
12	Consider Transit Oriented Retail investments	0	
13	Have a dedicated car for bikes	0	
14	Consider elevated bike tubes with A/C like in Korea	0	
19	Install bike sharing stations and Tri-Rail stations	0	
21	Vehicle charger and/or natural gas stations at Tri-Rail stations	0	
22	Peplemover to easily get around the interior of cities with parking on the periphery	0	

As summarized in Table 1, the top five priorities for SFRTA to focus on in the next 10 years were determined by the ERC members through this process. The top five priorities are reiterated below:

1. Expand Tri-Rail service to the coastal FEC tracks (36 points)
2. Support Transit-Oriented Development (TOD) initiatives (redevelopment/mixed-used) around stations (14 points)
3. Real time train arrival information on Tri-Rail mobile application and on train platform (13 points).
4. Better connections to final destinations (12 points)
5. Improved bicycle and pedestrian access to stations (10 points)

In addition, to determine whether the weighting of the ideas had an impact on the priorities, the results were also calculated using an equal weighting of 1 point for each idea selected by the participants. The results of the un-weighted priorities are presented in Table 2. While the order changed slightly, the top five priorities/initiatives are essentially the same in both calculations:

<i>"What improvements or initiatives should be priorities for SFRTA over the next 10 years?"</i>			
#	Improvements/Initiatives Ideas	Unweighted Score	Final Prioritization
1	Expand Tri-Rail service to FEC tracks	13	1
7	Support Transit Oriented Development (redevelopment/mixed-use) around stations	8	2
3	Better connections to final destinations from Tri-Rail	8	2
4	Real Time Information on the mobile app and at platforms	7	4
17	Improve bike and ped connections to stations	5	5
2	Have wi-fi and power plugs on new cars	5	5
9	Develop underutilized Miami-Dade rail corridors	3	
16	Double daily ridership	3	
8	Better circulation around MIA/MIC station	2	
10	Install bathroom at stations	2	
11	Expand peak hour hours	2	
20	Expand service to Monroe and Martin/St. Lucie Counties	2	
18	Station at Palm Beach International Airport	2	
15	Level boarding with All Aboard passenger trains	1	
5	Mobile ticketing app to purchase fare media	0	
6	Clear announcements inside trains and at platforms	0	
12	Consider Transit Oriented Retail investments	0	
13	Have a dedicated car for bikes	0	
14	Consider elevated bike tubes with A/C like in Korea	0	
19	Install bike sharing stations and Tri-Rail stations	0	
21	Vehicle charger and/or natural gas stations at Tri-Rail stations	0	
22	Peplemover to easily get around the interior of cities with parking on the periphery	0	

Summary of Presentation and Priorities Exercise

In summary, the priorities exercise was conducted to obtain consensus from the ERC members regarding the list of priorities that SFRTA should focus on in the next year. Numerous suggestions were made, all of which were recorded and prioritized by the ERC members. The final results reflect the five most important improvements or initiatives for SFRTA in the next decade from the perspective of the ERC members. The initiative and improvement priorities identified through this process will be considered in the needs assessment and alternatives evaluation for the SFRTA TDP Major Update.

13. - **INFORMATION**: Palm Beach & Treasure Coast FEC Corridor Quiet Zone Discussions

Ms. Kim Delaney presented this item, and began by noting that ongoing plans to bring new passenger service to the FEC Railway corridor have generated extensive discussion about the process and requirements to implement quiet zones. Ms. Delaney spoke about a workshop on this topic that was held on January 30 and a presentation to the Palm Beach MPO Technical Advisory Committee (TAC) on February 6. She also noted that the Palm Beach MPO Board will hear about this issue at its February meeting. Ms. Delaney explained that cities have expressed an interest in having a coordinated corridor length quiet zone analysis and effort rather than a piecemeal approach. However, a number of challenges were cited, including funding and some language included in current Federal quiet zone regulations. It

was noted that this discussion is beginning to spread beyond Palm Beach County, with a number of Broward County and Saint Lucie County communities also expressing interest.

OTHER BUSINESS:

None.

PTAC MEMBER COMMENTS

Numerous committee members expressed their gratitude to PTAC Chairman and Palm Beach MPO Director Randy Whitfield, who is retiring at the end of February. SFRTA staff also noted that Mr. Whitfield has been the only PTAC Chair throughout the committee's existence.

ADJOURNMENT

The meeting was adjourned at 12:07 PM.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
MARCH 20, 2013

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 a.m. on Wednesday, March 20, 2013 in the Human Resources Training Room of SFRTA Administrative Office, 800 NW 33rd Street, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS/ALTERNATES PRESENT:

Ms. Lois Bush, Florida Department of Transportation (FDOT) District 4
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)
Mr. Paul Flavien, Broward MPO
Ms. Angela Morlok, Palm Beach MPO
Mr. James Murley, South Florida RPC
Mr. Joseph Quinty, SFRTA
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. Phil Steinmiller, FDOT District 6
Mr. Fred Stubbs, Palm Tran
Mr. Jeff Weidner, FDOT District 4

ALSO PRESENT:

Mr. Steve Anderson, SFRTA
Ms. Sharon Cino, Renaissance Planning Group
Mr. Raymond Freeman, FDOT District 6
Mr. Sorin Garber, T.Y. Lin
Ms. Elaine Magnum, SFRTA
Ms. Mary Ross, Gannett Fleming
Mr. Myung Sung, Gannett Fleming
Ms. Jessica Vargas, Tindale Oliver
Ms. Lynda Westin, SFRTA
Ms. Natalie Yesbeck, SFRTA

CALL TO ORDER

The Vice- Chair called the meeting to order at 10:40 a.m.

ROLL CALL

The Vice-Chair requested the roll call.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Quinty requested to add item I5 – Passenger Rail MOU Status. A motion to add this new item was made by Ms. Monica Cejas. The motion was seconded by Mr. Fred Stubbs. The motion was called to a vote and carried unanimously.

DISCUSSION ITEMS

MATTERS BY THE PUBLIC – None

CONSENT AGENDA

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

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of February 19, 2013.

Ms. Monica Cejas made a motion to approve the meeting minutes. The motion was seconded by Mr. Paul Flavien. The motion was called to a vote and carried unanimously.

REGULAR AGENDA

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

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

Mr. Joseph Quinty, current PTAC Vice-Chair introduced this item, noting that due to the recent retirement of Palm Beach MPO Director Randy Whitfield, the position of PTAC Chair is now vacant. Mr. Quinty stated that SFRTA By-Laws call for committees to following the same succession guidelines as the Governing Board, resulting in the need for election of officers through the remainder of the 2012-2013 fiscal year, which ends June 30, 2013.

Mr. Wilson Fernandez nominated Ms. Kim Delaney as PTAC Chair and made a motion to that effect. No other nominations were made. The motion was seconded by Mr. Paul Flavien. The motion was called to a vote and carried unanimously.

Mr. Paul Flavien nominated Mr. Joseph Quinty as Vice-Chair. No other nominations were made. The motion was seconded by Mr. James Murley. The motion was called to a vote and carried unanimously.

Mr. Jeff Weidner asked if there was an official SFRTA policy to have other agency representatives serve as chair of SFRTA committees, with SFRTA staff serving as vice-chair. Mr. Quinty replied that he had done research of the agency by-laws and asked senior staff about such a policy. Mr. Quinty stated that the practice of SFRTA staff limited to being vice-chair of committees appears to be a preference, but not an official adopted policy. Both Mr. Weidner and Mr. Wilson Fernandez said that they recalled this

practice being formalized shortly after SFRTA's creation. Mr. Quinty and Mr. William Cross agreed to do further research to help inform the next election of officers later this year.

R2. – MOTION TO ENDORSE: SFRTA Five-Year Shuttle Bus Service and Financial Plan

Mr. Joseph Quinty provided a brief introduction of the item before handing it over to Mr. Stephen Anderson of SFRTA Planning staff. Mr. Quinty stated that in recent years SFRTA staff has been bringing the Tri-Rail shuttle bus planning process through the PTAC and this is the 2nd or 3rd time that PTAC approval is being asked for formal approval of a Five Year Shuttle Bus Service and Financial Plan. Mr. Anderson then gave a powerpoint presentation that provided an overview of changes since last year's plan. He stated that the shuttle bus system has become more efficient and productive, with just over one million boardings system-wide in the last year. His presentation noted that the shuttle bus program has fostered successful partnerships, implemented route modifications, has had increased visibility through improved marketing, new route maps and website improvements. Mr. Anderson also stated that surging ridership has created a need to add capacity on some routes, particularly the FL 1. He noted this being the cause of an increased funding allocation for the FL 1 and also provided details on the various components of the Five Year Shuttle Bus Service and Financial Plan spreadsheet.

Mr. Weidner asked about funding in the FDOT work program for transit signal priority (TSP) hardware for Broward Blvd on the FL 1 shuttles. Mr. Cross and Mr. Anderson were not aware of those details, but agreed to look into it further. Mr. Paul Flavien suggested that a mid-day Cypress Creek service should be implemented. He also suggested that better marketing of the shuttle bus connections is needed, as he feels many riders and the public are not aware of the routes. Ms. Angela Morlok asked why there are so few shuttle routes in Palm Beach County and suggested that more should be added. There was broad committee discussion and interest in having an expanded shuttle bus system beyond what is shown in the Five Year Plan. Mr. Cross and Mr. Anderson explained that the ongoing Transit Development Plan (TDP) process will be the opportunity to identify needs in years six through ten. There was also committee discussion on re-wording a few items on the spreadsheet and further highlighting the need for increased local match on certain routes in the plan's outer years.

Mr. Weidner made the motion to endorse the SFRTA Five Year Service and Financial Plan. The motion was seconded by Mr. Paul Flavien. The motion was called to a vote and carried unanimously.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.
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II. - INFORMATION: Update on Job Access Reverse Commute (JARC) & New Freedom (NF) Process

Ms. Natalie Yesbeck Pustizzi provided an update on the JARC and NF process. She noted that the original plan was to have the selection process at this current meeting, but it has been pushed back to April 10, 2013. Ms. Yesbeck Pustizzi stated that all of the JARC and NF applications are now available on the SFRTA website and that PTAC members can begin their review. She explained that there were 20 total applications, with ten for each program. There is \$3.6 million available for JARC, but funding requests that have been received are almost double the amount. For NF, \$2.0 million is available, and there has been approximately \$4 million requested. She also noted that there are many new applicants for both programs.

Mr. Quinty asked for committee direction on when the start time should be for the JARC and NF review at the next PTAC Meeting. He noted that in past years there has been lengthy discussion and extended or earlier meeting times. The committee reached consensus on a start time of 9:30 AM for the April 10 PTAC meeting.

12. - INFORMATION: SFRTA Transit Development Plan (TDP) FY 2014-2023 Major Update

Mr. Natalie Yesbeck Pustizzi provided a brief update on the SFRTA's new TDP Major Update. She stated that the TDP's Public Involvement Plan (PIP) was approved by FDOT District 4 last week. Ms. Yesbeck Pustizzi also mentioned that the project team will be doing platform interviews and surveys at select stations beginning this week. She also stated that the project website went live yesterday. The site is www.SFRTAForward.com and all committee members were encouraged to visit it. She also noted that the website has a survey component to help inform the project. It was also announced that TDP information was recently provided to Tri-Rail passengers in the current monthly onboard newsletter. A more in-depth presentation on TDP progress is scheduled to occur at the April PTAC meeting.

13. - INFORMATION: Joint SFRTA/ULI Event – “Development Opportunities on the FEC Corridor:
An interactive Forum”

Mr. Quinty provided an overview of a joint SFRTA and Urban Land Institute (ULI) event to facilitate development at future Florida East Coast (FEC) Railway corridor station sites. He noted that after further coordination, the initial planned date has been changed to April 17. It was mentioned that a flyer containing event agenda details should be available by the end of this week. Mr. Quinty expressed excitement about ULI's involvement and the participation of some high profile developers.

14. - INFORMATION: Transit Oriented Development (TOD) Planning Discussion

- A. Reconnecting America Peer Exchange Summary
- B. Proposed Regional TOD Research and Outreach

Ms. Lynda Westin of SFRTA staff gave an overview of the recent Reconnecting America Financing TOD and Infill Supportive Infrastructure Peer Exchange event that occurred on February 26 and 27. Ms. Westin thanked Miami-Dade County for hosting the event and for the strong participation and outcomes. She also noted that there was a regional discussion tailored to South Florida at the close of the workshop. One of the outcomes of the workshop was to have a standing TOD agenda item at SFRTA's monthly PTAC meeting, to encourage regular discussion on the topic. Another recommendation was to create a series of maps and a database identifying the region's potential TOD locations. It was noted that the two RPCs would be getting started on the map and database development.

Mr. Fernandez mentioned the importance of thinking big picture and focusing on entire corridors, not just individual sites or nodes. Chairperson Delaney said that there is a great deal of TOD activities in the region, it just needs to be better organized. Ms. Lois Bush expressed an interest in developing a regional clearinghouse. Mr. Weidner expressed a desire to see more cities get directly involved in TOD coordination efforts. Chairperson Delaney mentioned a desire for the recently completed FDOT TOD Guidelines to be put to better use. She expressed optimism that working through the PTAC would help make TOD issues and coordination easier for local governments.

15. - INFORMATION: Passenger Rail Memorandum of Understanding (MOU)

Chairperson Delaney gave a slideshow presentation on progress being made on the Memorandum of Understanding (MOU) for the ongoing South Florida East Coast Corridor (SFECC) Study. She noted that key direction came out of the recent Steering Committee meeting held on March 4 and are being incorporated into the latest draft MOU. Some these key issues and highlights mentioned by Chairperson Delaney are:

- Study/Project to be renamed “Tri-Rail Coastal Link”
- FECI indicated they were not interested in operating commuter service
- SFRTA to be identified as project sponsor and operator (per statute) or regional transportation service
- An updated process and timeline chart has been produced
- A new committee and sub-committee structure has been developed
- FECI indicated strong interest in tri-party negotiations with FDOT & SFRTA by mid-2013
- A MOU adoption schedule has been developed that will begin with SEFTC on April 22 and be approved by all parties by the end of May

OTHER BUSINESS:

None

PTAC MEMBER COMMENTS

None

ADJOURNMENT

The meeting was adjourned at 12:22 PM.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RTA MARKETING COMMITTEE MEETING OF MARCH 20, 2013

The RTA Marketing Committee Meeting was held at 2:00 p.m., on Wednesday, March 20, 2013, at the SFRTA's Administrative Offices, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT - via teleconference

Phyllis Berry, Broward County Transit
Robyn Chiarelli, Florida Department of Transportation

COMMITTEE MEMBERS NOT PRESENT

Bobbie, Crichton, Miami Dade Transit
Lili Finke, Palm Tran
Diane Hernandez Del Calvo, (Vice Chair) SFRTA/Tri-Rail

ALSO PRESENT

Victor Garcia, SFRTA/Tri-Rail (alternate voting member) (in person)
Robyn Hankerson, Bitner Goodman (via teleconference)
Suzell Hopman, South Florida Commuter Services (via teleconference)
Steve Rosenberg, SFRTA/Tri-Rail (in person)
Jim Udvardy, South Florida Commuter Service (via teleconference)

CALL TO ORDER

The Chair called the meeting to order at 2:06p.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Ms. Berry moved for approval of the Agenda. Ms. Chiarelli seconded.

The Chair called for any discussions and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved.

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

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 October 17, 2012.

Ms. Berry 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

- Ms. Chiarelli reported that some progress was made. She attended a preliminary meeting with Victor Garcia and Michael Kanefsky of the SFRTA/Tri-Rail to discuss the possibility of piggybacking on the Tri-Rail app. She stated that she will apprise Ms. Berry and Mr. Udvardy of the discussion with Mr. Garcia and Mr. Kanefsky.
- Ms. Chiarelli further stated that she met with Rosie Perez of MDT and plans to meet with her to also discuss piggybacking options on MDT's app.
- Ms. Chiarelli is working toward creating a timeline within the next month in order to monitor milestones in the creation of the app.
- She asked Ms. Berry whether BCT monitors customer service requests for a BCT app. Ms. Berry stated that at this point such requests have not been tracked, but she will research the past three months to determine with the BCT's Customer Service staff, whether there is interest from the public toward this end.

I2 – INFORMATION ITEM: Regional Fare Card

- Ms. Chiarelli stated that she has been involved with BCT in this project and said that a new SFCS employee, Jeannette Washington, is involved in this project and its funding. 2013 funds will be shifted to 2014.
- The timeline process could take a year to create with the infrastructure being workable on buses by 2014/2015.

I3 – INFORMATION ITEM: "Alert Today Alive Tomorrow" Campaign

- Ms. Chiarelli stated that FDOT's campaign, "Alert Today Alive Tomorrow" was created to improve awareness of pedestrian and bicycle safety. Both FDOT districts IV and VI have mounted an awareness

campaign. There are approximately six to eight times as many pedestrian fatalities over bicycle fatalities.

- All media forms are being used for public visibility
- Mr. Garcia stated that SFRTA/Tri-Rail has had a long-standing relationship with Operation Lifesaver in their efforts to make the public aware of train track safety.

REPORTS

Action not required, provided for information purposes only.
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None.

OTHER BUSINESS

None.

AGENCY REPORTS

BITNER GOODMAN

No further comment

BROWARD MPO

No representative present

BROWARD COUNTY TRANSIT

- Ms. Berry stated that BCT has strong involvement in the Transit Development Plan (TDP) as well as the Public Involvement Plan (PIP). A public communication plan is being developed by Broward County, as well, a component of which will be a 2-way conversation on social media.
- BCT has recently been in the media concerning safety issues for riders. Any issue that involves a fiscal settlement is handled by the Broward County Commission. A public relations pitch is underway about safety.
- The recent Rodeo went well and as a result BCT hopes to next compete on the state level.
- Bus stops and bus shelters items are on the current legislative agenda.

FLORIDA DEPARTMENT OF TRANSPORTATION

No further comments

MIAMI-DADE TRANSIT

No representative present

PALM TRAN

No representative present

SOUTH FLORIDA COMMUTER SERVICES

- Ms. Hopman stated that SFCS is assisting MDT in promoting two of its routes, route 267 and 297.
- A Direct Mail campaign will take place to over 26,000 residents who live approximately one mile from the bus stop. Residents will receive a postcard with a coupon. The resident will need to tear the perforated coupon and present it to MDT driver to receive a one-day pass for MDT. It is hopeful that this campaign can help MDT increase ridership on these two routes.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/ TRI-RAIL

- Mr. Garcia stated that as a follow-up to last month's RTA Marketing Meeting at which Ms. Natalie Yesbeck Pustizzi discussed the SFRTA/Tri-Rail's involvement in the TDP, a website has been created by the Planning Department. A link will be added to Tri-Rail's website for access to the TDP page.
- Mr. Garcia requested that the other agency members spread the word and asked that when the rack card about the TDP becomes available, they be displayed in their brochure racks.
- The March 2013 OnBoard newsletter has more details about the TDP
- The improved Tri-Rail weekend schedule, effective March 2nd, went off without a hitch. Stronger marketing efforts will be undertaken to communicate the new weekend service.
- Ms. Hankerson stated that the 8th Annual Senior Idol competition is under way as approximately 100 people auditioned yesterday at the Coconut Creek Seminole Casino, the new venue for this event. The auditions took place between 9:00 a.m. and 5:00 p.m. Twelve finalists are to be chosen for the May 11th sing-off competition, at which time a winner will be selected. All people who auditioned on March 19th will receive two complimentary tickets for entrance to the show.

ADJOURNMENT

The next meeting will be a conference call meeting, taking place on April 17, 2013 at SFRTA's headquarters.

There being no further business, Ms. Chiarelli moved to adjourn the meeting. Mr. Garcia seconded the motion and the meeting adjourned at 2:30 pm.

DRAFT MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
MARCH 28, 2013, Thursday, CRM 102, @ 10:00 A.M.

The regular Meeting of the South Florida Operations Technical Committee meeting held on Thursday, March 28, 2013 at 10:00 A.M., SFRTA CRM 102, located at 800 NW 33 Street, Pompano, FL 33064.

COMMITTEE MEMBERS PRESENT:

Robyn Chiarelli, FDOT, Chair
Brad Barkman, SFRTA, Vice Chair

Present via Teleconference Call

Rob Surgeoner, CSXT
Gerry Gawaldo, Palm Tran
Jared Fried, BCT
Scott Aronson, Delray Beach
Connie Dalton, Miami-Dade
Ernest Nastari, Nova

COMMITTEE MEMBERS/ALTERNATES ABSENT:

Brad Barkman, SFRTA
Jim De Vaughn, SFRTA
Sabrina Glenn, SFCS,
Paul Manger, AMTRAK
Anthony Iovino, Nova
Jim Udvardy, SFCS
Peter Wolz, Broward County
Brian Reeves, FDOT
Eric Zahn, MDT

Others present:

Margaret Ferrara, SFRTA
Joe Quinty, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 10:00 a.m.

MATTERS BY THE PUBLIC

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

CONSENT AGENDA

C1- Motion to approve the Minutes of Operations Technical Committee Meeting of November 15, 2012 and January 31, 2013, so moved, approved.

REGULAR AGENDA

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

INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

UPDATES/PRESENTATIONS

1. Weekend Service / Customer Service Response – Brad Barkman, SFRTA
 - Weekend service – ridership up
 - On time performance improved
 - Slightly revised bus schedule for airport / station service
 - Crews and equipment rotated all day
 - Trains could be up to 30 minutes late and still on time
 - To research new customers, ticket sales, revenue
 - Jared Fried kudos for the weekend service
 - Google nor App was updated
 - It is current at this time
 - RT 133 working good

2. Maintenance of Way / Dispatch Overview
 - Target date sometime in Jun or Jul 2014
 - Must be implemented by Dec 2014
 - No major obstacles
 - Amtrak is the Dispatcher for the entire rail corridor
 - Amtrak will continue to dispatch into when it is ready for service

3. Agencies updates:
 - Palm Tran
 - Waiting for Route 72 service FDOT funding
 - BCT - picks May 12 - ADL figures in house
 - CSX – pleased with the weekend performance
 - Delray Beach
 - Nova
 - MDT – next lineup June 23

4. FDOT's Alert Today, Alive Tomorrow Campaign
 - Presented by Robyn Chiarelli

5. Northern Layover & Light Maintenance Facility
 - Presented by Joe Quinty
 - Presentations emailed to the members

Bill boards to Post DOT alerts/ OLI alerts / SFRTA alerts and issues

Question: Does FDOT own any areas for billboards for these targeted issues? Robyn will look into it. The Bill boards are contracted out and there are specific guidelines.

Motion to adjourn: Next OTC meeting to convene on May 23, 2013.

**Engineering & Construction
Monthly Progress Report
March 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 was signed on August 31, 2012. Construction of Phase 2 has begun. Storage tracks have been connected to SFRTA's Lead Track on the North. Four additional switches arrived the third week of January. 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 are completed 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. In addition, coordination is on-going with SFRTA and CSXT to finalize a flagging agreement. Estimated construction start is Fall 2013.

Cab and Trailer Car Procurement:

Procurement of ten (10) Cab cars and fourteen (14) Trailer cars. To-date, all ten (10) Cab cars and nine (9) out of the fourteen (14) Trailer cars have been received. Of the remaining five (5) Trailer cars, three (3) are scheduled to be delivered in April 2013, with the last two (2) being delivered in May 2013.

**Engineering & Construction
Monthly Progress Report
March 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. SFRTA's design consultant finalized their proposal for the 100% design plans and the proposal is currently being reviewed by SFRTA.

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 April 26, 2013

MARCH RIDERSHIP

Total monthly ridership for March has increased 4.6 % when compared to March of last year. Weekday ridership has increased by 0.7 % for March, while the average weekday ridership in March 2012 was 14,289 per day versus 15,075 per day for 2013. Total weekend ridership has increased by 3.9 % when compared to last year. Total Fiscal Year ridership is up by 4.6%.

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

<u>Riders</u>	Actual March 2013	Actual March 2012	March '13 vs. '12 %	FY '13 Rider ship To Date	FY '12 Rider ship To Date	FYTD '13 vs '12 %
M-F	316,571	314,349	0.7%	2,691,237	2,571,457	4.7%
Saturday	33,989	28,835	17.9%	213,488	209,972	1.7%
Sunday	30,158	20,849	44.6%	185,375	170,160	8.9%
Holidays	0	0	0.0%	20,874	23,700	-11.9%
	380,718	364,033	4.6%	3,110,974	2,975,289	4.6%

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

Chart 1 - SFRTA Riders and Revenue Trends

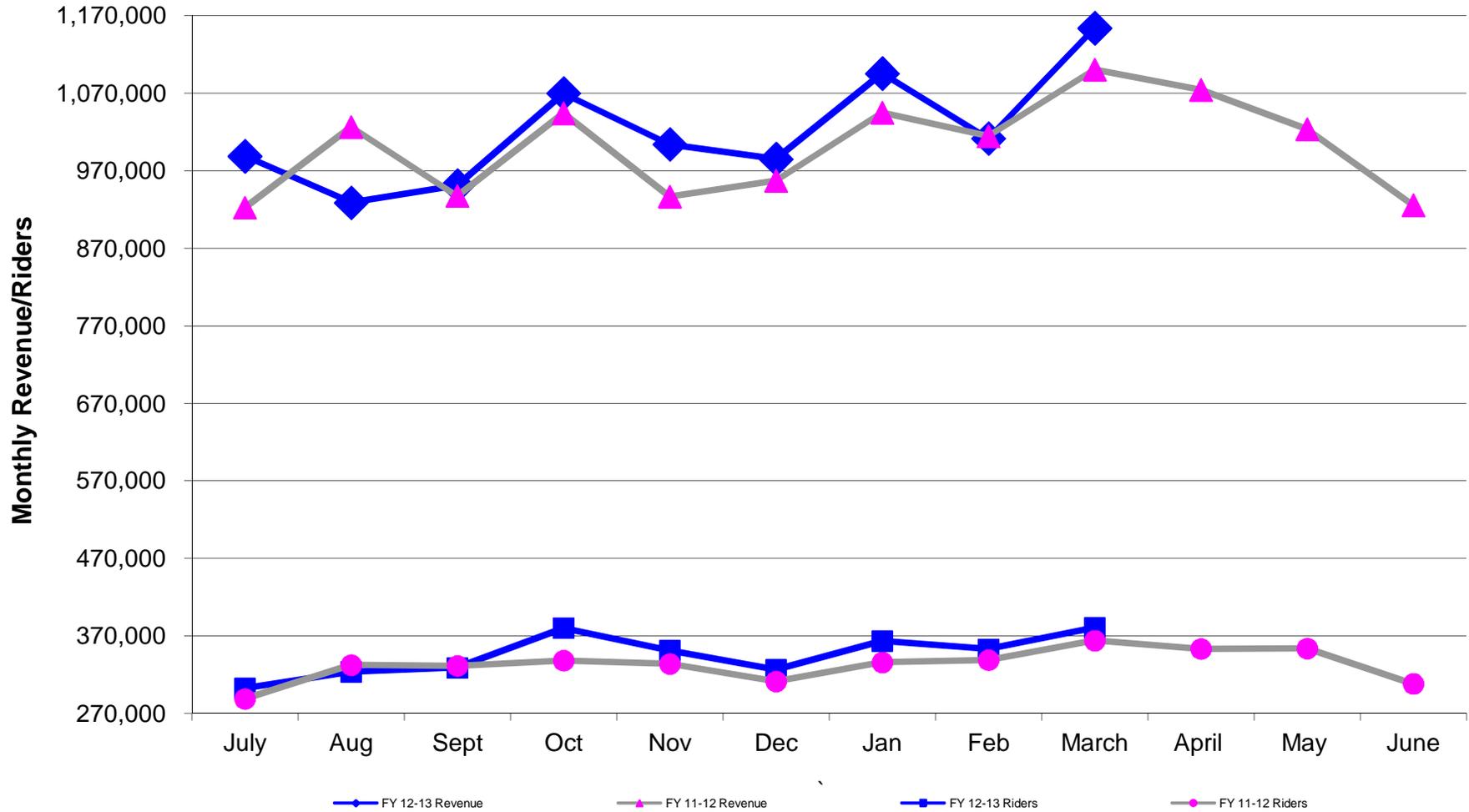


Chart 2 - SFRTA Riders

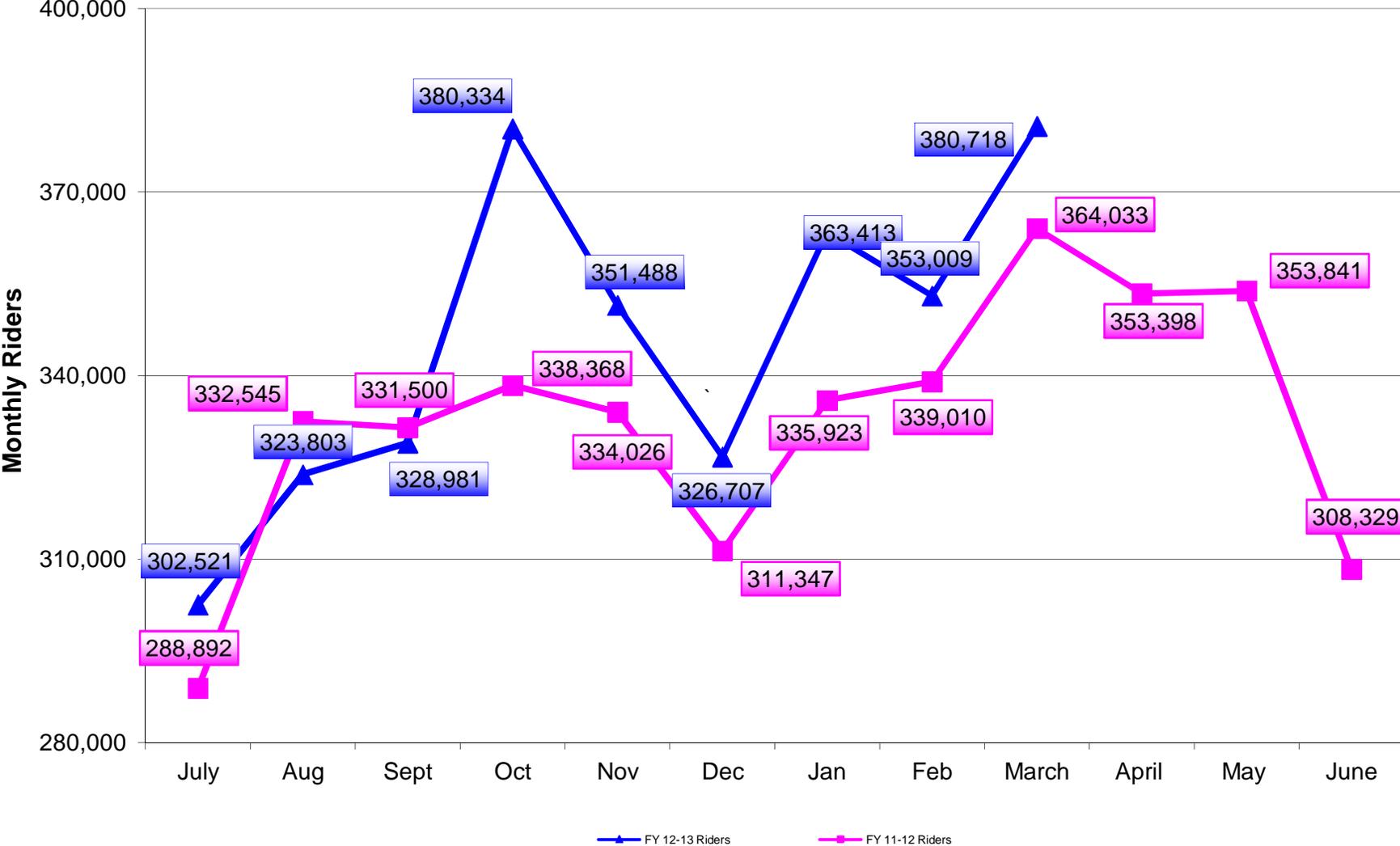
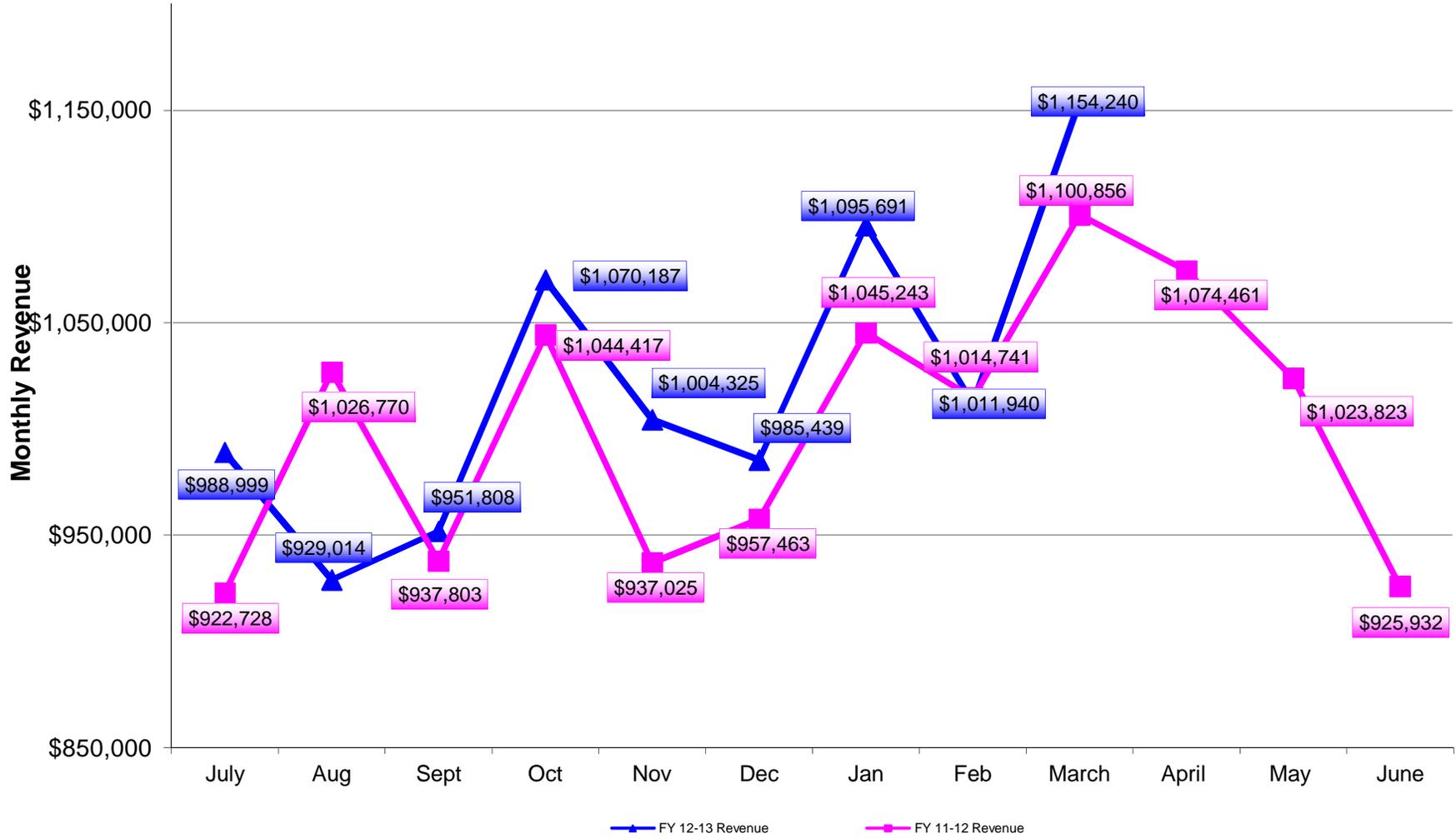


Chart 3 - SFRTA Revenue

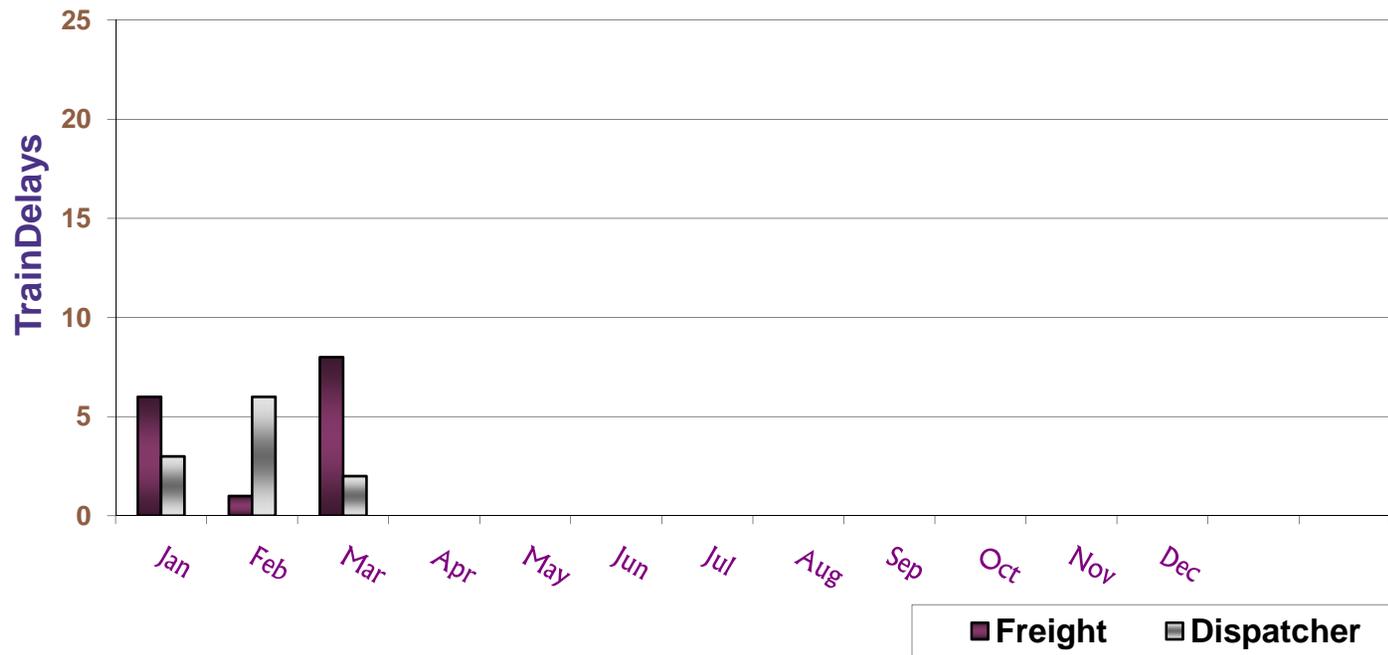



MARCH 2013 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			92.6%
OTP Station To Station			89.8%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	3	5	0.4%
SUB-TOTAL	3	5	0.4%
CSX AGREEMENT			
CSX FRIEGHT	4	8	0.6%
LOCAL SWITCHER	0	0	0.0%
JAX DISPATCHER	2	2	0.1%
MOW	4	4	0.3%
SUB-TOTAL	10	14	1.0%
OUTSIDE CSX			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	5	7	0.5%
CSX RULE 100J	0	0	0.0%
SUB-TOTAL	5	7	0.5%
BOMBARDIER MECHANICAL	6	19	1.4%
VEOLIA TRANSPORTATION	1	1	0.1%
AMTRAK	5	5	0.4%
FEC DELAY	7	7	0.5%
WEATHER	1	1	0.1%
ROW FOUL	3	4	0.3%
SFRTA TRANSPORTATION	5	8	0.6%
OTHER	1	7	0.5%
3rd PARTY	5	7	0.5%
ROTEM MECHANICAL	3	9	0.7%
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	1	1	0.1%
SUB-TOTAL	39	70	5.2%
TRAINS LATE		96	7.1%
TERMINATED / ANNULLED		4	0.3%
TRAINS ON TIME		1250	92.6%
TOTAL		1350	100.0%

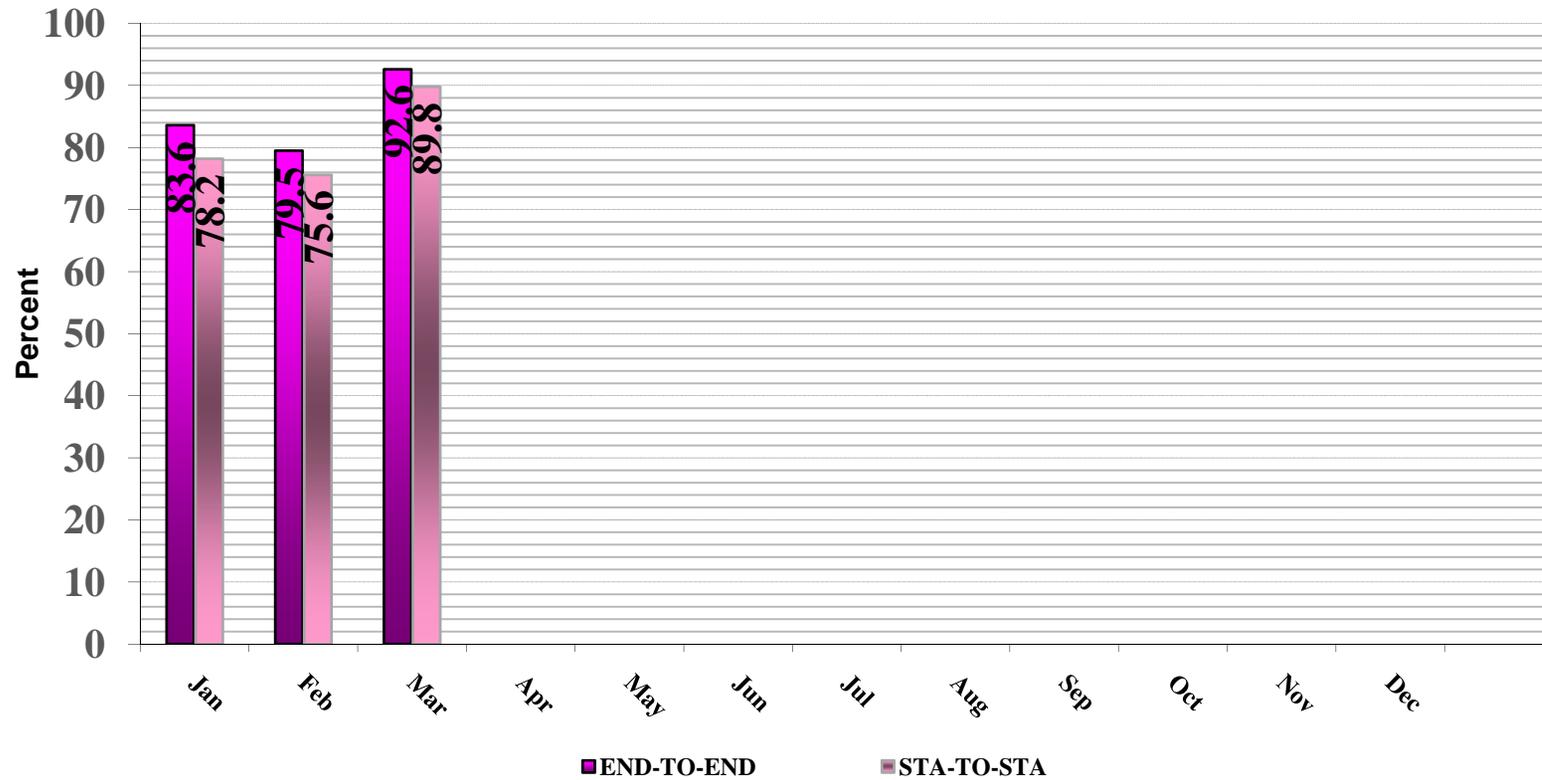


CSXT JAX Dispatcher & Freight Delays 2013



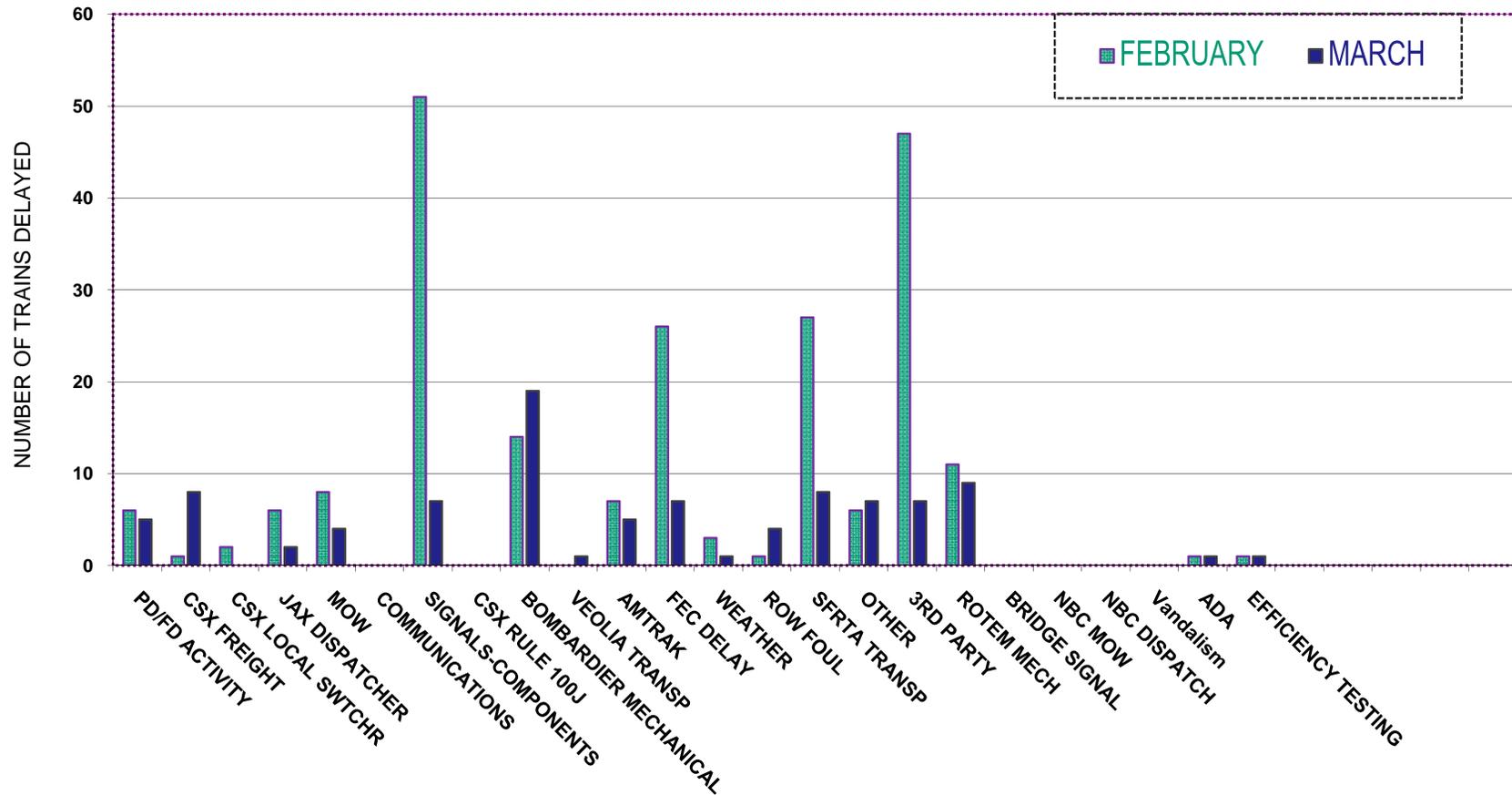


On-Time Performance Calendar Year 2013

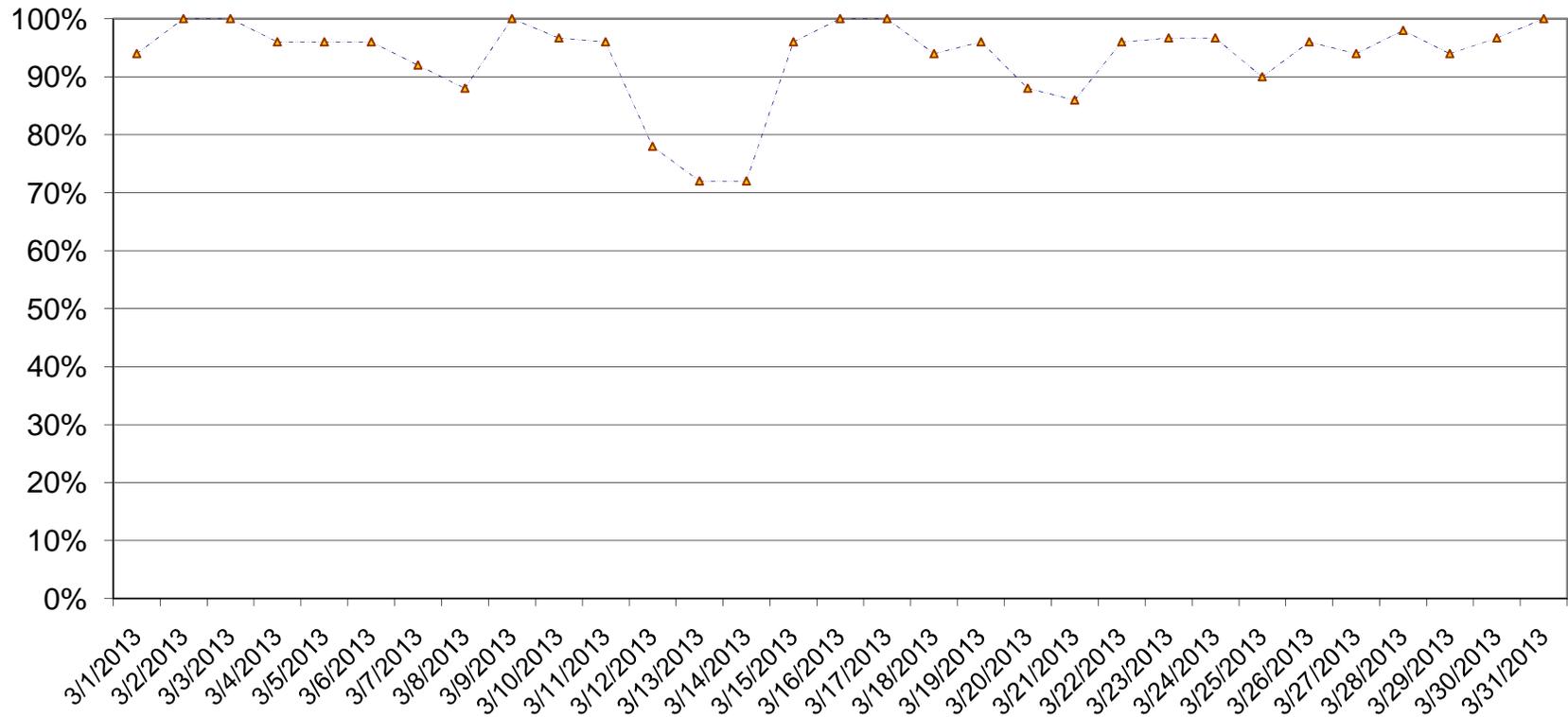




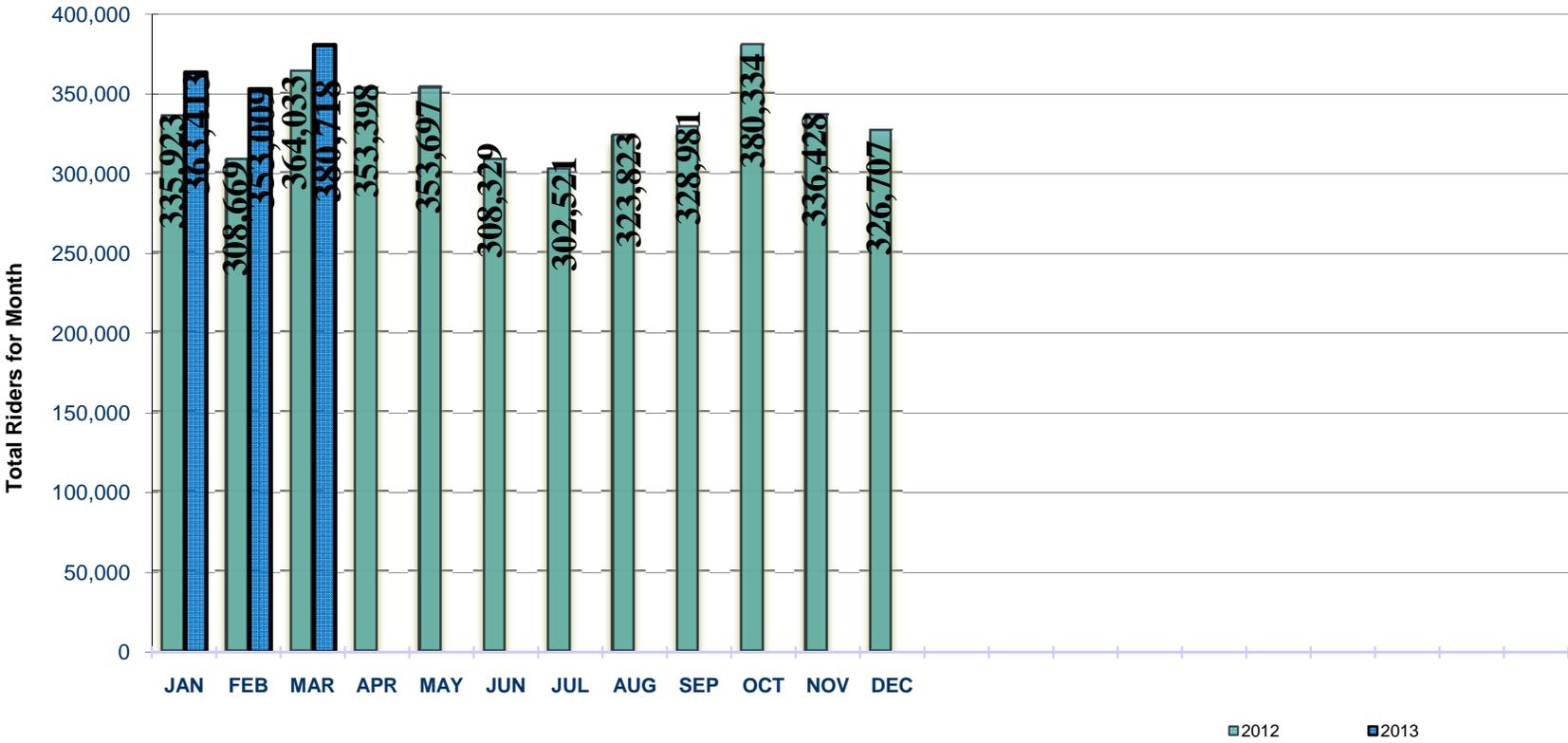
TRAIN DELAYS- 2013



ON TIME PERFORMANCE END TO END MARCH - 2013



SFRTA Tri-Rail Monthly Ridership 2013



AGENDA ITEM D**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING OFFICE MONTHLY SUMMARY FOR MARCH 2013
GOVERNING BOARD MEETING****EMPLOYER DISCOUNT PROGRAM**

The Employer Discount Program (EDP) added 22 new employers and 204 new employees during the month of March.

The total number of EDP tickets recorded as sold was 2,302 and the total revenue generated was reported as \$142,589.75 in March.

NEW EDP COMPANIES

Employer	Enrollment Date	City
Akopia	03/27/2013	West Palm Beach
AQC Group	03/20/2013	Pompano Beach
City College	03/01/2013	Fort Lauderdale
Development Specialists, Inc.	03/01/2013	Miami
Gill Law Firm	03/26/2013	Delray Beach
Hobt Contractor Service, Inc.	03/27/2013	West Palm Beach
Hoover Pumping Systems	03/26/2013	Pompano Beach
Inbound Call Experts (I.C.E.)	03/01/2013	Boca Raton
Linkit, Inc.	03/07/2013	Miami
Linsanity	03/27/2013	Miami
Minerva Bunker Gear Cleaners	03/15/2013	Hialeah
Mover Nation, LLC	03/29/2013	Pompano Beach
Pace Americas, Inc.	03/06/2013	Boca Raton
Plastimold Products	03/01/2013	Delray Beach
Quantachrome Corporation	03/08/2013	Boynton Beach
Roig Lawyers	03/15/2013	Deerfield Beach
Safeway Services, LLC	03/26/2013	Opa-locka
Southern Coast Enterprises, Inc.	03/04/2013	Deerfield Beach
Synergy Custom Fixtures Corporation	03/29/2013	Hialeah
Thermoset Roofing Corporation	03/26/2013	Pompano Beach
Travelzoo, Inc.	03/15/2013	Miami
Zinn Media	03/19/2013	Delray Beach

EDP SALES MISSIONS

Employer	City
Bauman Medical Group, P.A.	Boca Raton
Boca Skin Solutions	Boca Raton
Brightway Insurance	Coral Springs
Gill Law Firm	Delray Beach
Inception	Boca Raton
Keller Williams Realty Services	Boca Raton
Noble Financial Capital	Boca Raton
Property Under The Palms	Boca Raton
Roig Lawyers	Deerfield Beach
TGI Office Automation	Boca Raton
YMCA	Boca Raton
Verizon Wireless	Boca Raton
White Lion	Boca Raton
World Cell, Inc.	Miami
City of Miami Gardens	Miami Gardens
Regional Memorial Hospital	Hollywood
Travelzoo, Inc.	Miami
Crystal Sugar, Inc.	West Palm Beach
Walmart, Inc.	Boynton Beach
AQC Group	Pompano Beach
Grand Beach Hotel	Miami
Thermoset Roofing Corporation	Pompano Beach
Alpine Jaguar, Inc.	Fort Lauderdale
Evlen America	Miami
Revelex Corporation	Boca Raton
Next Source	New York City

MARKETING OFFICE – MARCH ACTIVITIES:

CHAMBERS OF COMMERCE

The South Florida Regional Transportation Authority's (SFRTA) Corporate and Community Relations Liaison was present at two chamber events in order to continue pursuing networking opportunities to represent the agency and explore partnerships to help promote Tri-Rail service. The Greater Fort Lauderdale Chamber of Commerce's "Biz to Biz" Leads Group meeting and the Chamber of Commerce of the Palm Beach's "One On One 101" session.

ENHANCED WEEKEND SCHEDULE

With the hourly weekend service schedule enhancement, effective March 2, 2013, the SFRTA Marketing Office continued the efforts to provide the public with the new information: Including ensuring shuttle bus modifications were completed, supplying the airports with new collateral for their service centers and disseminating the new schedule at previously scheduled events. Further discussions with the agency's advertising contractor were held to expand promotion of the schedule to a wider audience.

SPORTS AND TRI-RAIL

Discussions with SFRTA staff and representatives from different sports and athletic clubs occurred recently, including the Miami Dolphins, Florida International University, Nova Southeastern University and the Palm Beach County Sports Commission. Partnership proposals are being considered for inclusion in the agency's budget for FY 2013/2014.

TDP SURVEYS

SFRTA's Planning Department called upon the Marketing Office to assist in the promotion of the agency's Transit Development Plan (TDP). Support was given in helping to finalize TDP collateral, placing information in monthly newsletter and overseeing surveyors during station intercept surveys.

FLORIDA ATLANTIC UNIVERSITY (FAU)

A representative from the SFRTA's Marketing Office participated in FAU's new student orientation at its Davie Campus to promote our services as well as the South Florida Education Center (SFEC) Shuttle Service, to its students. A representative from Broward County Transit (BCT) was also present to provide route and fare information.

TOWN OF HAVERHILL FAMILY FUN DAY

A representative from the SFRTA's Marketing Office along with staff from Palm Tran shared a booth to provide transit information to the general public attending this event.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- SFRTA Marketing Committee Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

March 2013

Revenue:

Train Revenue

For March 2013 year-to-date (YTD) actual revenue increased approximately \$94,174 or 1% when compared to fiscal year (FY) 2013 YTD budgeted revenue. Actual revenue for FY 2013 YTD increased by \$184,680 or 2% when compared to FY 2012 YTD actual revenue. This increase is attributed to an increase in ridership.

Operating Assistance

For March 2013, SFRTA received the third quarter payment from FDOT for \$7,650,000. This is the third installment of the States dedicated funding, which is a yearly total of \$30,600,000.

Expenses:

As of March 2013, the SFRTA FY 2013 YTD actual expenses are \$3,990,856 or 8% 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 \$2,291,139 or 8% below budget when compared to the FY 2013 YTD budget and increased approximately \$1,216,059 or 5% 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 \$604,301 or 9% below budget when compared to the FY 2013 YTD budget, and increased approximately \$625,004 or 11% 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 \$409,209 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 \$139,655 or 3% below budget when compared to the FY 2013 YTD budget, and increased approximately \$85,012 or 2% when compared to FY 2012 YTD actual. This increase in FY 2013 can be attributed to five weeks within the month of March.
- Dispatch expense for FY 2013 YTD actual is approximately \$85,939 or 4% below budget when compared to the FY 2013 YTD budget and increased approximately \$250,587 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 \$310,423 or 3% below budget when compared to the FY 2013 YTD budget and increased approximately \$1,377,290 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 \$103,604 or 1% below budget when compared to the FY 2013 YTD budget and increased approximately \$1,571,816 or 19% when compared to FY 2012 YTD actual. This increase in FY 2013 can be attributed to an additional \$750,325 in DMU maintenance expense as well as an increase in our monthly fleet maintenance expenses.
- Station Maintenance for FY 2013 YTD actual is approximately \$206,819 or 13% below budget when compared to the FY 2013 YTD budget and decreased approximately \$194,526 or 12% 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 \$15,880 or 4% below budget when compared to the FY 2013 YTD budget and decreased approximately \$185,621 or 31% 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 \$122,449 or 23% below budget when compared to the FY 2013 YTD budget and decreased approximately \$64,993 or 14% 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 \$147,574 or 10% below budget when compared to the FY 2013 YTD budget and increased approximately \$134,912 or 11% 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 approximately \$50,315 or 40% below budget when compared to the FY 2013 YTD budget and decreased approximately \$8,995 or 10% 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 \$2,360 or 1% below budget when compared to the FY 2013 YTD budget and increased approximately \$74,747 or 35% 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.
- Materials and Supplies expense for FY 2013 YTD actual is approximately \$6,222 or 6% below budget when compared to the FY 2013 YTD budget and increased approximately \$54,461 or 105% when compared to FY 2012 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 \$126,212 or 27% below budget when compared to the FY 2013 YTD budget and decreased approximately \$152,083 or 31% when compared to the FY 2012 YTD actual.

- Marketing Contract for FY 2013 YTD actual is approximately \$74,852 or 20% below budget when compared to the FY 2013 YTD budget and decreased approximately \$15,151 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
3/01/13 TO 3/31/13

REVENUE	MARCH 2013 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2012-13 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$1,154,240	\$9,235,294	\$9,141,120	\$94,174	\$12,080,217	\$2,844,923
Interest Income / Other Income	22,124	434,532	131,247	303,285	175,000	(259,532)
TOTAL TRAIN REVENUE	\$1,176,364	\$9,669,826	\$9,272,367	\$397,459	\$12,255,217	\$2,585,391
OPERATING ASSISTANCE						
Statutory Operating Assistance	-	12,908,920	12,908,920	-	\$17,300,000	4,391,080
Statutory Dedicated Funding	-	11,889,249	11,889,249	-	13,300,000	1,410,751
PHWA	789,412	3,759,654	3,768,108	(8,454)	4,000,000	240,346
FTA Assistance	3,143,018	3,143,018	7,462,046	(4,319,028)	18,020,316	14,877,298
FTA-Designated Recipient Fees	4,795	38,585	38,638	(53)	50,000	11,415
FTA-JARC/New Freedom Program Fee	11,335	92,542	93,753	(1,211)	125,000	32,458
FTA-JARC/New Freedom Program Match	8,016	253,158	311,832	(58,674)	415,773	162,615
Statutory Counties Contribution	-	4,695,000	4,695,000	-	4,695,000	-
Other Local Funding	16,327	156,816	157,711	(895)	192,950	36,134
TOTAL ASSISTANCE	3,972,903	36,936,942	41,325,257	(4,388,315)	58,099,039	21,162,097
TOTAL REVENUE	\$5,149,267	\$46,606,768	\$50,597,624	(\$3,990,856)	\$70,354,256	\$23,747,488

EXPENSES	MARCH 2013 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2012-13 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,867,283	27,306,955	29,598,094	2,291,139	40,794,001	13,487,046
Train and Station Maintenance	1,464,981	11,438,182	11,748,605	310,423	17,353,168	5,914,986
Personnel Expenses	674,162	6,140,828	6,659,559	518,731	8,884,552	2,743,724
Professional Fees	20,059	414,424	430,304	15,880	546,500	132,076
Legal	41,114	401,930	524,379	122,449	698,687	296,757
General & Administrative Expenses	123,917	1,375,937	1,523,511	147,574	1,926,458	550,521
Marketing Expenses	56,996	343,207	469,419	126,212	625,890	282,683
Reserve	-	-	375,003	375,003	500,000	500,000
Expenses Transferred to Capital	(99,245)	(814,695)	(731,250)	83,445	(975,000)	(160,305)
TOTAL EXPENSES	\$ 5,149,267	\$ 46,606,768	\$ 50,597,624	\$ 3,990,856	\$ 70,354,256	\$ 23,747,488

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH, 2013 & 2012**

	Current Year						Prior Year Comparison		
	March 2013 Actual	March 2013 Budget	Variations	FY 2013 YTD Actual	YTD Budget	Variations	FY 2012 YTD Actual	Variations	%
Revenues:									
Train Revenue	\$1,154,240	\$1,135,127	19,113	\$9,235,294	\$9,141,120	94,174	\$9,050,614	184,680	2%
Interest/Dividend Income	22,124	14,583	7,541	434,532	131,247	303,285	263,448	171,084	65%
Total Train Revenue	1,176,364	1,149,710	26,654	9,669,826	9,272,367	397,459	9,314,062	355,764	4%
Operating Assistance:									
Statutory Operating Assistance	*	*	*	12,908,920	12,908,920	*	11,870,986	1,037,934	9%
Statutory Dedicated Funding	*	*	*	11,889,249	11,889,249	*	9,492,203	2,397,046	25%
FDOT Marketing	*	*	*	*	*	*	281,977	(281,977)	-100%
FHWA	789,412	1,192,223	(402,811)	3,759,654	3,768,108	(8,454)	3,170,706	588,948	19%
FTA Assistance	3,143,018	3,967,971	(824,953)	3,143,018	7,462,046	(4,319,028)	6,109,689	(2,966,671)	-49%
FTA-Designated Recipient Fees	4,795	7,667	(2,872)	38,585	38,638	(53)	67,009	(28,424)	-42%
FTA-JARC/New Freedom Program Fee	11,335	16,417	(5,082)	92,542	93,753	(1,211)	222,872	(130,330)	-58%
FTA-JARC/New Freedom Program Match	8,016	59,648	(51,632)	253,158	311,832	(58,674)	203,309	49,849	25%
Statutory Counties Contribution	*	*	*	4,695,000	4,695,000	*	3,995,880	699,120	17%
Other Local Funding	16,327	34,429	(18,102)	156,816	157,711	(895)	135,687	21,129	16%
Total Operating Assistance	3,972,903	5,278,355	(1,305,452)	36,936,942	41,325,257	(4,388,316)	35,550,318	1,386,624	4%
Total Revenue	\$5,149,267	\$6,428,065	(\$1,278,798)	46,606,768	\$50,597,624	(3,990,856)	44,694,955	1,742,388	4%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH, 2013 & 2012**

	Current Year				Prior Year Comparison			
	March 2013	March 2013	FY 2013 YTD	YTD	FY 2012 YTD	FY 2012 YTD	Variations	%
	Actual	Budget	Actual	Budget	Actual	Actual	Variations	%
Expenses:								
Train Operations								
Train Operations Contract	\$884,760	\$1,065,348	\$7,737,766	\$8,267,864	(530,098)	\$7,837,107	(99,341)	-1%
Train Operation - Fuel	778,336	856,250	6,426,949	7,031,250	(604,301)	5,801,945	625,004	11%
Emergency Bus Service	*	7,800	28,135	41,072	(12,937)	17,094	11,041	0%
Security Contract	532,676	608,773	3,854,305	3,993,960	(139,655)	3,769,293	85,012	2%
Feeder Bus	331,970	416,056	3,801,782	4,419,504	(617,722)	3,802,507	(725)	0%
Station Utilities	47,382	59,167	444,048	510,500	(66,452)	479,787	(35,739)	-7%
EMS Boards	3,888	23,750	82,091	123,750	(41,659)	82,707	(616)	-1%
Special Trains	*	300	*	2,700	(2,700)	*	*	0%
Insurance	*	*	2,157,245	2,158,000	(755)	1,748,036	409,209	23%
Toll Free Numbers	*	*	*	*	*	54,772	(54,772)	-100%
Alarm System	420	5,255	10,412	17,166	(6,754)	4,214	6,198	147%
APTA Dues	*	583	*	13,650	(13,650)	*	*	0%
ROW Maintenance	18,102	89,167	287,563	375,001	(87,438)	305,567	(18,004)	-6%
TVM Maintenance	32,483	40,833	286,421	367,500	(81,079)	248,216	38,205	15%
Dispatch	237,266	277,379	2,190,238	2,276,177	(85,939)	1,939,651	250,587	13%
Total Train Operations	2,867,283	3,450,661	27,306,955	29,598,094	(2,291,139)	26,090,896	1,216,059	5%
Train and Station Maintenance								
Train Maintenance	1,313,180	1,394,071	10,033,097	10,136,701	(103,604)	8,461,281	1,571,816	19%
Station Maintenance	151,801	193,684	1,405,085	1,611,904	(206,819)	1,599,611	(194,526)	-12%
Total Train and Station Maintenance	1,464,981	1,587,755	11,438,182	11,748,605	(310,423)	10,060,892	1,377,290	14%
Personnel Expenses								
Salaries and Wages	514,591	624,321	4,657,720	4,923,903	(266,183)	4,920,754	(263,034)	-5%
Taxes	42,038	73,193	382,123	481,323	(99,200)	404,118	(21,995)	-5%
Group Insurance	90,800	130,429	857,375	879,187	(21,812)	898,980	(41,605)	-5%
Pension	26,733	51,896	243,610	375,146	(131,536)	249,777	(6,167)	-2%
Total Personnel Expenses	674,162	879,879	6,140,828	6,659,559	(518,731)	6,473,629	(332,801)	-5%
Professional Services								
Auditing Services	*	*	72,500	72,500	*	119,236	(46,736)	-39%
Professional Services	20,059	112,792	341,924	357,804	(15,880)	480,809	(138,885)	-29%
Total Professional Services	20,059	112,792	414,424	430,304	(15,880)	600,045	(185,621)	-31%
Legal								
Salaries and Wages	32,883	44,071	267,136	275,463	(8,327)	261,307	5,829	2%
Taxes	2,839	3,186	15,453	18,774	(3,321)	14,568	885	6%
Group Insurance	2,671	7,167	22,904	25,130	(2,226)	22,966	(62)	0%
Pension	1,903	3,881	15,094	17,130	(2,036)	12,758	2,336	18%
Business Travel	411	2,625	5,024	5,959	(935)	4,784	240	5%
Membership/Dues/Subscriptions	*	1,500	1,020	5,100	(4,080)	4,195	(3,175)	-76%
Seminars and Training	*	2,377	2,838	2,894	(56)	1,635	1,203	74%
Legal Services	407	30,867	72,461	173,929	(101,468)	144,710	(72,249)	-50%
Total Legal	41,114	95,674	401,930	524,379	(122,449)	466,923	(64,993)	-14%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH, 2013 & 2012**

	Curent Year						Prior Year Comparison	
	March 2013	March 2013	FY 2013 YTD	YTD	FY 2012 YTD			
	Actual	Budget	Actual	Budget	Actual	Variations	%	
General and Administrative Expenses								
Bank & Credits Cards Fees	9,135	12,167	83,940	86,917	(2,977)	(14,976)	-3%	-15%
Building Maintenance	5,263	16,288	76,913	86,750	(9,837)	18,340	-11%	31%
Business Travel	6,573	34,905	76,875	127,190	(50,315)	(8,995)	-40%	-10%
Materials & Supplies	13,918	38,833	106,278	112,500	(6,222)	54,461	-6%	105%
Membership/Dues/Subscriptions	5,384	15,958	141,357	146,885	(5,528)	3,745	-4%	3%
Office Rent	51,118	58,205	474,091	478,842	(4,751)	16,093	-1%	4%
Printing & Advertising	2,040	13,950	21,220	33,546	(12,326)	5,186	-37%	32%
Seminars and Training	4,370	25,367	50,885	81,806	(30,921)	46,387	-38%	10%
Telecommunications	24,522	39,517	288,763	291,123	(2,360)	74,747	-1%	35%
Vehicle Operations & Maintenance	1,408	14,350	52,988	66,650	(13,662)	(4,339)	-20%	-8%
Miscellaneous Personnel Expenses	186	1,939	2,627	11,302	(8,675)	(13,848)	-77%	-84%
Total General and Administrative Exp	123,917	271,479	1,375,937	1,523,511	(147,574)	134,912	-10%	11%
Marketing Expenses								
Advertising	-	-	-	-	-	(23,065)	0%	-100%
Special Programs	-	2,000	2,207	9,600	(7,393)	(13,768)	-77%	-86%
Customer Service/Information	12,238	13,324	40,033	81,667	(41,634)	(23,966)	-51%	-37%
Marketing Contract	44,755	52,167	299,549	374,401	(74,852)	(15,151)	-20%	-5%
Promotional Materials	3	1,917	1,418	3,751	(2,333)	(13,526)	-62%	-91%
Smart Card/Easy Card Campaign	-	-	-	-	-	(57,780)	0%	-100%
Marketing Supplies	-	-	-	-	-	(4,827)	0%	-100%
Total Marketing Expenses	56,996	69,408	343,207	469,419	(126,212)	(152,083)	-27%	-31%
Reserves and Transfers								
Reserve	-	41,667	-	375,003	(375,003)	-	-100%	0%
Expenses Transferred to Capital	(99,245)	(81,250)	(814,695)	(731,250)	(83,445)	(80,950)	11%	0%
Total Reserves and Transfers	(99,245)	(39,583)	(814,695)	(356,247)	(458,448)	(80,950)	129%	0%
Total Expenses	5,149,267	6,428,065	46,606,768	50,597,624	(3,990,856)	1,742,388	-8%	4%
Net Income							0%	

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
MARCH 31, 2013

ASSETS

Current assets:	
Cash and cash equivalents	\$ 57,601,265
Accounts receivable:	
State Grants	9,858,780
Federal Grants	12,311,176
Counties	1,992,964
Other	1,647,938
Prepaid expenses	381,527
Total current assets	<u>83,793,650</u>
Noncurrent assets:	
Capital assets (net of accumulated depreciation)	<u>552,534,192</u>
Total noncurrent assets	<u>552,534,192</u>
Total assets	<u>\$ 636,327,842</u>

LIABILITIES

Current liabilities:	
Accounts payable	\$ 1,072,829
Accruals	4,975,082
Compensated absences	357,418
Deferred revenue	712,822
Due to other governmental units	256,319
Total current liabilities	<u>7,374,470</u>
Noncurrent liabilities:	
Compensated absences	536,128
Deposits	304,353
Advances from FDOT	<u>2,000,000</u>
Total noncurrent liabilities	<u>2,840,481</u>
Total liabilities	<u>\$ 10,214,951</u>

NET ASSETS

Invested in Capital Assets	552,534,192
Reserved for Capital Projects	49,434,943
Unrestricted	<u>24,143,756</u>
Total net assets	<u>626,112,891</u>
Total liabilities and net assets	<u>\$ 636,327,842</u>



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During March 2013, the SFRTA Accounts Payable division processed 298 invoices totaling \$9,795,020.45 and disbursed 205 checks, excluding payroll, totaling \$9,784,688.97.

Invoices over \$2,500 represent 40.0% (82 checks) of all invoices processed in the month of March, and represent 99.4% of the value (\$9,726,935.18) of all checks processed in March 2013.

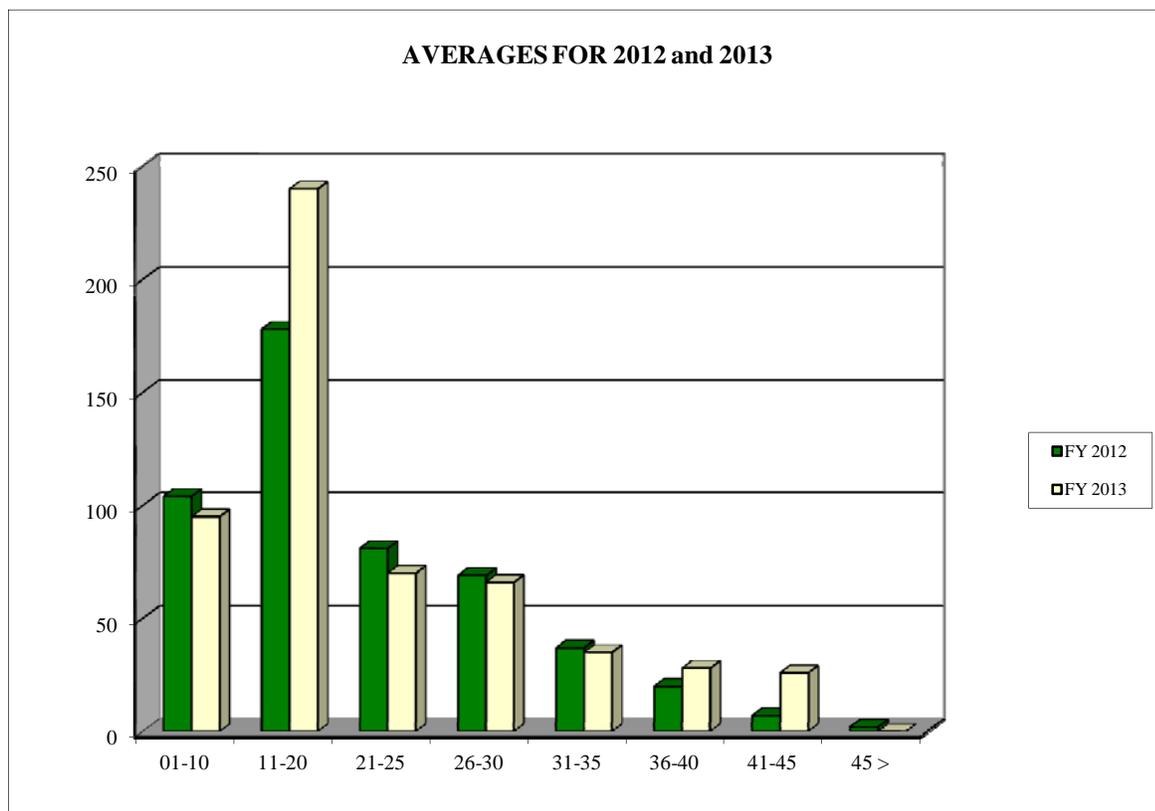
Accounts Payable processed 80.5% (66 checks) of the checks over \$2,500 within the 21-25 days, with 91.5% (75 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - MARCH 2013**

AGENDA ITEM NO. F

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	17.0%	0 -10 Days	20.9%
11-20 Days	42.9%	11-20 Days	35.7%
21-25 Days	12.5%	21-25 Days	16.3%
26-30 Days	11.8%	26-30 Days	13.9%
31-35 Days	6.3%	31-35 Days	7.4%
36-40 Days	5.0%	36-40 Days	4.0%
41-45 Days	4.6%	41-45 Days	1.4%
Over 45 Days	0.0%	Over 45 Days	0.4%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 THRU MARCH 31, 2013**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
2/27/2013	2/27/2013	3/1/2013	3/5/2013	6	DIVISION OF THE MCGRAW-HILL CO, PLATTS	Platt Price Information for Fueling Fleet	8,796.00
2/25/2013	2/27/2013	3/1/2013	3/5/2013	8	RAIL TECH CONSULTANTS INC	PIS Parts and Labor -02/13	5,297.60
2/21/2013	2/27/2013	3/1/2013	3/5/2013	12	G4S SECURE SOLUTIONS USA	Wackenhut W/E -01/04-02/03/13, 02/11-17/13,	98,558.03
2/20/2013	2/25/2013	3/1/2013	3/5/2013	13	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -02/01-15/13	138,393.75
2/19/2013	2/28/2013	3/1/2013	3/5/2013	14	MERIDIAN MANAGEMENT CORPORATION	Station Maintenance - 01/01-31/2013	157,707.69
2/14/2013	2/27/2013	3/1/2013	3/5/2013	19	NATIONAL ALARM SYSTEMS KERTZ	Card Access System Upgrade	3,766.76
2/7/2013	2/7/2013	3/1/2013	3/5/2013	26	AT&T	Reg Summ Bill -02/13	36,185.46
2/4/2013	2/25/2013	3/1/2013	3/5/2013	29	FLORIDA MUNICIPAL INSURANCE	Workers compensation audit	49,073.00
3/5/2013	3/5/2013	3/8/2013	3/13/2013	8	FLORIDA POWER & LIGHT	Station Utilities	4,876.14
3/1/2013	3/1/2013	3/8/2013	3/12/2013	11	SOLID WASTE AUTHORITY	Governmental Assessment 2013	13,328.14
2/27/2013	2/28/2013	3/8/2013	3/12/2013	13	G4S SECURE SOLUTIONS USA	Wackenhut W/E -02/18-24/13	96,868.25
2/27/2013	3/5/2013	3/8/2013	3/12/2013	13	ERICKS CONSULTANTS	Legislative Consulting Services -02/13	20,500.00
2/25/2013	3/5/2013	3/8/2013	3/12/2013	15	CSX TRANSPORTATION	Bridge Tender -10/12-11/26/12	34,555.44
2/19/2013	2/28/2013	3/8/2013	3/12/2013	21	EAC CONSULTING	Commuter Rail Track & Signal Field Support Svcs	29,167.32
3/5/2013	3/13/2013	3/13/2013	3/20/2013	15	BV OIL COMPANY	Train Fuel - 2/21-28/13	191,632.67
2/28/2013	3/7/2013	3/13/2013	3/20/2013	20	NATIONAL RAILROAD PASSENGER	Base Comp -02/13	206,313.00
3/14/2013	3/14/2013	3/18/2013	3/20/2013	6	LOBBYTOOLS, INC.	Subscription for Wooldridge,Del Calvo, Arnold, Cross and Moore	4,550.00
3/14/2013	3/14/2013	3/18/2013	3/20/2013	6	WRIGHT EXPRESS FINANCIAL SERVICE	Fuel Exp -02/01-28/2013	3,813.36
3/13/2013	3/13/2013	3/18/2013	3/20/2013	7	EEO CONSULTANTS, INC.	EEO & Sexual Harassment Awareness Training	3,500.00
3/13/2013	3/13/2013	3/18/2013	3/20/2013	7	P2P STAFFING CORP	Internet Work	7,233.00
3/11/2013	3/11/2013	3/18/2013	3/23/2013	12	FLORIDA POWER & LIGHT	Station Utilities	4,048.80
3/6/2013	3/11/2013	3/18/2013	3/20/2013	14	RESPECT OF FLORIDA	Janitorial services -02/01-28/13	5,122.77
3/4/2013	3/12/2013	3/18/2013	3/23/2013	19	VEOLIA TRANSPORTATION SERVICE	Commuter Rail Operations - 02/01-28/13	784,760.50
3/18/2013	3/18/2013	3/20/2013	3/25/2013	7	FLORIDA POWER & LIGHT	Station Utilities	4,768.92
3/18/2013	3/19/2013	3/20/2013	3/25/2013	7	G4S SECURE SOLUTIONS USA	Wackenhut W/E -02/25-03/03/13, 03/04-10/13,	215,804.98
3/12/2013	3/19/2013	3/20/2013	3/22/2013	10	BV OIL COMPANY	Train Fuel - 3/1-21/13	153,358.89
3/11/2013	3/15/2013	3/20/2013	3/25/2013	14	DOWNTOWN FT LAUDERDALE TMA	Feeder Svc -01/13	17,283.42
3/11/2013	3/15/2013	3/20/2013	3/25/2013	14	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -02/13, 02/16-28/13	112,461.25
3/11/2013	3/19/2013	3/20/2013	3/25/2013	14	SFEC TMA	SFEC TMA Feeder Bus Services -01/13, 02/13	15,318.63
3/1/2013	3/7/2013	3/20/2013	3/22/2013	21	BOMBARDIER MASS TRAN	DMU Maintenance of Equipment	91,648.00
3/1/2013	3/12/2013	3/20/2013	3/25/2013	24	BOMBARDIER MASS TRANSIT CORPORATION	Commuter Rail Maintenance -02/01-28/13	1,077,293.28
3/19/2013	3/19/2013	3/22/2013	3/28/2013	9	PROLOGIS TRUST	Prologis Trust Office Rent -04/13	49,958.93
3/15/2013	3/18/2013	3/22/2013	3/27/2013	12	IDSECURITYONLINE	Nisca YMCKO Ribbon for 5350 Printer~ Item# NGYMCK03	3,950.00
3/13/2013	3/15/2013	3/22/2013	3/28/2013	15	RAIL TECH CONSULTANTS INC	PIS Parts and Labor -03/13	2,688.00
3/11/2013	3/18/2013	3/22/2013	3/28/2013	17	FLORIDA MUNICIPAL INSURANCE TR	Worker Compensation Insurance	13,965.75
3/5/2013	3/12/2013	3/22/2013	3/27/2013	22	GOVCONNECTION INC	Computer Supplies	2,782.60
3/4/2013	3/12/2013	3/22/2013	3/27/2013	23	C2 GROUP LLC	Fed/Leg Consulting Svcs -03/13	12,000.00
3/25/2013	3/25/2013	3/27/2013	4/1/2013	7	MACMILLAN OIL COMPANY OF FL	Train Fuel - 3/4/13	38,419.51
3/20/2013	3/21/2013	3/27/2013	4/1/2013	12	BOMBARDIER MASS TRANSIT CORPORATION	Commuter Rail Fleet Maintenance -12/01-31/12	1,066,411.83
3/27/2013	3/27/2013	3/29/2013	4/2/2013	6	FLORIDA POWER & LIGHT	Station Utilities	16,261.19
3/19/2013	3/21/2013	3/29/2013	4/2/2013	14	G4S SECURE SOLUTIONS USA	Wackenhut W/E -02/25-03/03/13, 03/11-17/13	101,347.62
3/18/2013	3/20/2013	3/29/2013	4/2/2013	15	MINUTEMAN PRESS	Black and white Tri-Rail train schedules	2,685.00
3/13/2013	3/20/2013	3/29/2013	4/2/2013	20	PRINT DYNAMICS	Tri-Rail Train Schedules	4,780.00
3/13/2013	3/22/2013	3/29/2013	4/2/2013	20	ROADMASTER ENGINEERING, INC.	Emergency Repairs and Maintenance	3,689.00
3/8/2013	3/20/2013	3/29/2013	4/2/2013	25	BITNER GOODMAN INC	Marketing, Public Relations and Advertising Services 02/13	72,592.02
2/12/2013	3/4/2013	3/6/2017	2/28/2013	16	BANK OF AMERICA	Purch Cards -02/13	23,225.80
1/14/2013	2/27/2013	3/6/2017	2/28/2013	45	BANK OF AMERICA	Purch Cards -01/13	7,810.94
				47	TOTAL OPERATING EXPENDITURES		5,018,553.24

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 THRU MARCH 31, 2013**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
2/26/2013	2/26/2013	3/1/2013	3/5/2013	7	COALITION FOR INDEPENDENT LIVING	Reimbursement of expenses JAARC/NF Grants	2,990.48
2/26/2013	2/26/2013	3/1/2013	3/5/2013	7	SOUTH FLORIDA URBAN MINISTRIES	Reimb under JARC Grant 065 01/13-Final Invoice on Grant 065	2,733.00
2/23/2013	2/23/2013	3/1/2013	3/5/2013	10	CITY OF WEST PALM BEACH	Reimbursement under JARC/NF Grant 052. 12/24/12 to 01/20/13	17,640.70
2/21/2013	2/27/2013	3/1/2013	3/5/2013	12	G4S SECURE SOLUTIONS USA	Wackenhut W/E -02/11-17/13	4,709.04
2/19/2013	2/27/2013	3/1/2013	3/5/2013	14	URS CORPORATION	Engineering Services	16,925.00
2/13/2013	2/27/2013	3/1/2013	3/5/2013	20	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	36,323.20
1/28/2013	2/8/2013	3/1/2013	3/5/2013	36	HDR ENGINEERING INC	Technical Support	7,783.34
2/20/2013	2/25/2013	3/6/2013	3/11/2013	19	BOMBARDIER MASS TRANSIT CORPORATION	Train Maintenance	331,549.22
2/27/2013	2/28/2013	3/8/2013	3/13/2013	14	G4S SECURE SOLUTIONS USA	Wackenhut W/E -02/18-24/13	4,709.04
2/19/2013	2/28/2013	3/8/2013	3/13/2013	22	HDR ENGINEERING INC	Technical Support	8,763.13
2/14/2013	2/28/2013	3/8/2013	3/13/2013	27	JACOBS ENGINEERING GROUP INC.	Technical and Logistical Support for Projects	54,016.88
2/13/2013	2/28/2013	3/8/2013	3/13/2013	28	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	81,391.99
2/12/2013	3/4/2013	3/8/2013	3/13/2013	29	CDW G	AutoCAD New License: 1 Year Autodesk Subscription	6,821.39
3/5/2013	3/7/2013	3/13/2013	3/20/2013	15	ROTEM COMPANY	Services for Commuter Rail Cars	1,776,296.10
3/13/2013	3/13/2013	3/18/2013	3/20/2013	7	CITY OF WEST PALM BEACH	Reimb under JARC/NF Grant 052 01/21/3 to 02/17/13	18,305.40
3/13/2013	3/13/2013	3/18/2013	3/20/2013	7	MAE VOLEN SENIOR CENTER	50% of Operating Expenses and 80% of Capital Expenses 08/12	12,819.35
3/4/2013	3/12/2013	3/18/2013	3/20/2013	16	STERLING FINE ARTS	Tri-Rail Station Information Boards	3,744.00
2/27/2013	3/12/2013	3/18/2013	3/20/2013	21	PARSONS TRANSPORTATION GROUP	Performing General Systems Engineering Services Tasks	19,634.72
2/27/2013	3/7/2013	3/18/2013	3/20/2013	21	PB AMERICAS, INC	Professional Planning Services	53,197.28
2/20/2013	3/13/2013	3/18/2013	3/20/2013	28	PRESIDIO NETWORKED SOLUTIONS	Hardware	10,171.00
2/12/2013	3/11/2013	3/18/2013	3/20/2013	36	LANDSCAPE FORMS	Benches to match Ft. Lauderdale Airport station.	12,200.00
12/27/2012	3/11/2013	3/18/2013	2/10/2013	45	ALLIED TUBE AND CONDUIT	2" Square Channel Posts	2,572.00
3/11/2013	3/13/2013	3/20/2013	3/20/2013	9	BROOKVILLE EQUIPMENT CORP.	Fully Compliant Locomotives	1,917,490.00
3/11/2013	3/11/2013	3/20/2013	3/27/2013	16	CH2M HILL, INC.	Technical and Logistical Support for Projects	19,844.69
3/5/2013	3/7/2013	3/20/2013	3/27/2013	22	G4S SECURE SOLUTIONS USA	Wackenhut W/E -02/25-03/03/13, 03/04-10/13	9,390.05
2/27/2013	3/19/2013	3/20/2013	3/27/2013	28	PB AMERICAS, INC	Professional Planning Services	6,317.33
2/19/2013	3/12/2013	3/20/2013	3/27/2013	36	JACOBS ENGINEERING GROUP INC.	Technical and Logistical Support for Projects	13,807.88
2/12/2013	3/12/2013	3/20/2013	3/27/2013	43	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	34,524.50
2/22/2013	3/21/2013	3/27/2013	4/1/2013	38	BOMBARDIER MASS TRANSIT CORPORATION	P15 Fuel Tracking in Maximo Facility Enhancement	23,783.27
3/25/2013	3/28/2013	3/29/2013	4/2/2013	8	S FL REGIONAL PLANNING COUNCIL	Consulting Services	75,000.00
3/19/2013	3/21/2013	3/29/2013	4/2/2013	14	G4S SECURE SOLUTIONS USA	Wackenhut W/E Hia -03/11-17/13	4,709.04
3/13/2013	3/28/2013	3/29/2013	4/2/2013	20	JACOBS ENGINEERING GROUP INC.	Technical and Logistical Support for Projects	52,975.89
3/11/2013	3/26/2013	3/29/2013	4/2/2013	22	CSX TRANSPORTATION	Flagging Services	3,577.08
3/6/2013	3/21/2013	3/29/2013	4/2/2013	27	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	40,217.91
3/5/2013	3/21/2013	3/29/2013	4/2/2013	28	HNTB CORPORATION	Development of an ADA/FAC Compliance Design Standards	21,448.04
				35	TOTAL CAPITAL EXPENDITURES		4,708,381.94
				82	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 9,726,935.18

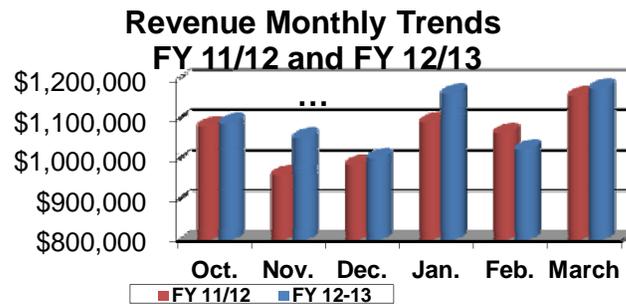
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 26, 2013
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
MARCH 1, 2013 TO MARCH 31, 2013**

INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	20	24.4%	24.4%
11-20 days	35	42.7%	67.1%
21-25 days	11	13.4%	80.5%
26-30 days	9	11.0%	91.5%
31-35 days	0	0.0%	91.5%
36-40 days	4	4.9%	96.3%
41-45 days	3	3.7%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	82	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- MARCH 2013**

REVENUE - MARCH 2013

DESCRIPTION	Mar-12	Mar-13	VARIANCE	%
Weekday Sales	968,615	929,664	(38,952)	-4.0%
Weekend Sales	155,273	224,576	69,304	44.6%
Other Income	34,392	22,124	(12,268)	-35.7%
Total Revenue	1,158,280	1,176,364	18,083	1.6%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- MARCH 2013**

SALES BY TICKET TYPE	MARCH 2012	MARCH 2013	PERCENT ⁽¹⁾ CHANGE
Palm Beach Schools	34,150	30,250	-11%
Employer Disc. Program	139,999	142,590	2%
Group Tour Sales	938	717	-23.5%
Station Sales:			
One-Way	431,716	456,880	5.8%
Roundtrip	249,970	253,933	1.6%
12 Trips	39,921	37,031	-7.2%
Monthly	53,900	60,200	11.7%
Monthly Reg. Pass	25,920	24,360	-6.0%
One-Way Discount	7,871	6,948	-11.7%
Roundtrip Discount	14,669	10,469	-28.6%
Monthly Discount	38,033	38,850	2.1%
Monthly Disc. Reg. Pass	16,310	17,010	4.3%
Stored Value	70,190	74,638	6.3%
Card Deposits	300	364	21.3%
Total Station Sales	948,801	980,683	
Total Sales	1,123,888	1,154,240	2.7%

AVERAGE FARE 3.09 3.03



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
OCTOBER 2012 THROUGH MARCH 2013**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
OCTOBER 2012	492,830	3,321	29	3,291	130%
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%
AVERAGE	464,829	3,424	66	3,357	129%

FARE EVASION % **0.76%**

FINES \$ **1,177**





Solicitation Status Report March 2013

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
12-008	RFQ	* Project Management Consulting Services For The Wave Streetcar	1/11/2013	1/16/2013	1/23/2013	2/12/2013	4/26/2013

The Cone of Silence is in effect for the above solicitation through award of contract

* Please note that the Cone of Silence is applicable to the solicitation of Project Management Consulting Services for the WAVE project. Inquiries by Firms regarding potential future solicitations for the delivery of the WAVE Streetcar System are not subject to the Cone of Silence provisions for the above referenced solicitation.



Solicitation Status Report March 2013

AGENDA ITEM: H



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of March 2013**

AGENDA ITEM NO: I

Contract Purchase Order No.	Contract /Project Description	Contract Action	Amount \$
13-000317	CONTRACTOR: RITTERS PRINTING DESCRIPTION: Pocket Schedules	Purchase Order	\$18,348.76
13-000322	CONTRACTOR: KIMLEY HORN AND ASSOCIATES DESCRIPTION: To assist SFRTA in performing general planning tasks, which require a quick response and short turn-around time.	Work Order	\$25,000.00
13-000329	CONTRACTOR: KIMLEY HORN AND ASSOCIATES DESCRIPTION: To assist SFRTA in performing general planning tasks, which require a quick response and short turn-around time.	Work Order	\$50,000.00
13-000143	CONTRACTOR: PB AMERICAS, INC. DESCRIPTION: To provide necessary professional planning services necessary to assist SFRTA in preparing preliminary economic analysis of the Fort Lauderdale Maintenance Facility site location for the Wave Streetcar project.	Work Order	\$17,437.11
13-000319	CONTRACTOR: PB AMERICAS, INC. DESCRIPTION: To assist SFRTA in performing general planning tasks, which require a quick response and short turn-around time.	Work Order	\$25,000.00



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of March 2013**

AGENDA ITEM: J

Date Signed	Description	Contract Action	Amount \$
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of March, 2013	N/A	N/A



RTA

**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

MARCH 2013

PRESENTED BY



**STEVE COLLISTER
PROJECT MANAGER**

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

MARCH 2013

During the month of MARCH 2013, 4043 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, one (1) Arson, Two (2) Battery on Transit Agent (C.P.O.), one (1) Burglary Auto, two (2) Thefts, and two (2) Trespass Arrest. A total of seven (7) arrests were made this month, with four (4) of them being for Fare Evasion.

MAJOR INCIDENTS

Trespass After Warning

ARREST

Case # 03-13-77

Occurred on 03/01/2013, Friday, at 1531 hours. Subject, who was previously Trespassed and Arrested twice, was observed on the P633. The C.P.O. removed the subject from the train and contacted Palm Beach Sheriff's Office. Palm Beach Sheriff's Office arrested the subject for Trespass after Warning. Case # 13-043859.

Trespass

ARREST

Case # 03-13-976

Occurred on 03/08/13, Friday, at 1436 hours. Subject was found on the P629 without a ticket. A check of the HHU / ROL revealed a previous trespass. Subject was removed from train. Police Department arrived and arrested subject for (2) outstanding warrants. Palm Beach Sheriff's Office Case # 13-03-02106.

Battery on Transit Agent (C.P.O.)

Case # 03-13-2006

Occurred on 03/16/2013, Saturday, at 1250 hours. Subject was observed by the officer attempting to board the P672 train without a ticket. Upon confronting subject about the fare policy, the subject struck the officer in the face and fled the area/scene. Palm Beach Sheriff's Office case # 13-049528.

METRORAIL STATION

Battery on Transit Agent (C.P.O.)

ARREST

Case # 03-13-2788

Occurred on 03/22/2013, Friday, at 1030 hours. Subject was observed arguing with another subject charged at the officer and struck him in the chest. The subject was arrested for Battery on a Transit Agent. Hialeah Police Department Case # 13-9759.

FT LAUDERDALE AIRPORT STATION

Burglary Auto

Case # 3-13-1396

Occurred on 03/11/13, Monday, between 1830 and 2241 hours. A red mustang was observed with the rear right window broken out and glass on the ground. The radio was removed and damage to the dashboard observed. A Broward Sheriff's Office case card was on the windshield, Case # DN 13-03-687.

LAKE WORTH STATION

Theft Bicycle

Case # 03-13-2053

Occurred on 03/16/13, Saturday, between 0813 and 2318 hours. Victim states he secured his black and red 10 speed Huffy bicycle to the rack at the east parking area. Upon his return at 2318 hours, he discovered his bicycle was missing. Did not want to contact police department.

Theft Bicycle

Case # 03-13-2828

Occurred between 03/18/13, Monday and 03/22/13, Friday at unknown hours. Victim states he left his bicycle in locker #50 on the south east platform on Monday, 03/18/13, and upon his return, his bicycle was missing and the locker had been broken into. Palm Beach Sheriff's Office advised victim to file a report over the phone.

CYPRESS CREEK STATION

Arson

Case # 3-13-3856

Occurred on 03/29/13, Friday, between 1830 and 1935 hours. The officer arrived at the Cypress Creek Station to find silver Hyundai Sonata has been set on fire. Fire Rescue / Police Department were already on scene. Fire Inspector determined the vehicle was deliberately set on fire. No injuries or damage to RTA Property. Ft Lauderdale Police Department Case # 13-36035.

MONTHLY FARE EVASION REPORT

MONTH: March-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
3/1/2013	14,564	18,500	116	7	109	0	127%	0.6%	6%	94%	0%
3/2/2013	6,187	7,217	74	6	68	0	117%	1.0%	7%	93%	0%
3/3/2013	5,403	7,253	91	6	85	0	134%	1.2%	7%	93%	0%
3/4/2013	14,605	20,120	139	3	136	0	138%	0.69%	2%	98%	0%
3/5/2013	14,874	20,763	130	5	125	0	140%	0.63%	4%	96%	0%
3/6/2013	14,941	19,945	127	6	120	1	133%	0.64%	5%	94%	1%
3/7/2013	15,521	19,409	118	4	114	0	125%	0.61%	3%	97%	0%
3/8/2013	14,310	19,930	127	8	119	0	139%	0.64%	6%	94%	0%
3/9/2013	6,637	7,405	109	5	104	0	112%	1.47%	5%	95%	0%
3/10/2013	6,797	7,563	97	5	92	0	111%	1.28%	5%	95%	0%
3/11/2013	15,734	19,814	142	6	136	0	126%	0.72%	4%	96%	0%
3/12/2013	15,447	20,311	136	17	119	0	131%	0.67%	13%	91%	0%
3/13/2013	15,277	19,484	118	3	115	0	128%	0.61%	3%	97%	0%
3/14/2013	16,502	19,856	126	4	122	0	120%	0.63%	3%	97%	0%
3/15/2013	15,224	20,325	142	8	134	0	134%	0.70%	6%	94%	0%
3/16/2013	7,463	9,071	82	0	82	0	122%	0.90%	0%	100%	0%
3/17/2013	6,169	8,432	119	8	110	1	137%	1.41%	7%	92%	1%
3/18/2013	16,176	22,154	162	10	152	0	137%	0.73%	6%	94%	0%
3/19/2013	15,524	21,291	125	13	112	0	137%	0.59%	10%	90%	0%
3/20/2013	16,700	19,913	132	4	128	0	119%	0.66%	3%	97%	0%
3/21/2013	16,172	20,195	131	4	127	0	125%	0.65%	3%	97%	0%
3/22/2013	15,825	18,450	132	10	122	0	117%	0.72%	8%	92%	0%
3/23/2013	7,126	9,984	132	10	122	0	140%	1.30%	8%	92%	0%
3/24/2013	6,587	7,908	78	6	72	0	120%	0.99%	8%	92%	0%
3/25/2013	14,812	18,538	151	7	144	0	125%	0.81%	5%	95%	0%
3/26/2013	14,329	18,020	137	3	133	1	126%	0.76%	2%	97%	0%
3/27/2013	13,971	16,888	141	4	136	1	121%	0.83%	3%	96%	1%
3/28/2013	14,094	17,391	121	4	117	0	123%	0.69%	3%	97%	0%
3/29/2013	11,839	15,087	137	6	131	0	127%	0.91%	4%	96%	0%
3/30/2013	8,377	8,610	72	1	71	0	103%	0.84%	1%	99%	0%
3/31/2013	5,202	6,978	73	0	73	0	134%	1.05%	0%	100%	0%
Totals	382,389	486,755	3,717	183	3530	4	127%	0.76%	5%	95%	0%

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

Weekly/Monthly Fare Inspection Report

Month: March-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
03/01/13-03/03/13	26,154	32,970	281	19	262	0	126%	0.85%	7%	93%	0%
03/04/13-03/10/13	87,685	115,135	847	36	810	1	131%	0.74%	4%	96%	0%
03/11/13-03/17/13	91,816	117,293	865	46	818	1	128%	0.74%	5%	95%	0%
03/18/13-03/24/13	94,110	119,895	892	57	835	0	127%	0.74%	6%	94%	0%
03/25/13-03/31/13	82,624	101,462	832	25	805	2	123%	0.82%	3%	97%	0%
Totals	382,389	486,755	3,717	183	3,530	4	127%	0.76%	5%	95%	0%

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 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	172,762	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%	0%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	28%	71%	0%
October-01	224,865	226,566	642	221	417	4	101%	0.28%	34%	65%	0%
November-01	196,902	190,162	640	240	400	0	97%	0.34%	38%	63%	0%
December-01	197,396	181,718	666	276	381	9	92%	0.37%	41%	57%	1%
January-02	215,010	199,904	627	208	417	2	93%	0.31%	33%	67%	0%
February-02	209,444	213,042	589	172	414	3	102%	0.28%	29%	70%	0%
March-02	227,971	224,847	650	270	377	3	99%	0.29%	42%	58%	0%
April-02	239,345	225,965	661	238	420	3	94%	0.29%	36%	64%	0%
May-02	231,330	217,200	643	195	445	3	94%	0.30%	30%	69%	0%
June-02	181,749	174,081	658	259	395	4	96%	0.38%	39%	60%	1%
July-02	195,723	195,531	865	38	817	10	100%	0.44%	4%	94%	1%
August-02	225,555	231,376	880	38	841	1	103%	0.38%	4%	96%	0%
September-02	216,671	227,528	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
Page 1 Total	6,266,662	4,719,767	18,551	16,519	1,757	276	75%	0.39%	96%	9%	1%
Totals	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%

* October 2000 MODIFIED FARE EVASION BEGINS 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

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	2887	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 SFRITA FOR THE ENTIRE DAY-MAJOR TRAIN DELAY/TRACK WORK

3/15/2007 SFRITA 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%	96%	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 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	Discretion	F.S.S.	% Riders	% Riders	% Violators	% Violators	% Violators	% Violators
November-11	339,550	445,877	3,443	3,370	1	131%	0.77%	2%	98%	0%	0%
December-11	311,554	420,962	3435	3363	1	135%	0.82%	2%	98%	0%	0%
January-12	336,772	428,741	3711	3627	1	127%	0.87%	2%	98%	0%	0%
February-12	338,661	437,229	3133	3067	0	129%	0.72%	2%	98%	0%	0%
March-12	364,022	476,764	3398	3343	4	131%	0.71%	2%	98%	0%	0%
April-12	352,976	450,968	3178	3129	0	128%	0.70%	2%	98%	0%	0%
May-12	353,854	469,435	3325	3264	1	133%	0.71%	2%	98%	0%	0%
June-12	308,231	413,532	2999	2960	2	134%	0.73%	1%	99%	0%	0%
July-12	302,619	405,707	3109	3081	2	134%	0.77%	1%	99%	0%	0%
August-12	324,002	428,836	3099	3078	0	132%	0.72%	1%	99%	0%	0%
September-12	329,319	433,572	2998	2970	0	132%	0.69%	1%	99%	0%	0%
October-12	380,368	492,830	3321	3291	1	130%	0.67%	1%	99%	0%	0%
November-12	350,983	459,811	3,298	3267	0	131%	0.72%	1%	99%	0%	0%
December-12	326,412	439,701	3545	3504	1	135%	0.81%	1%	99%	0%	0%
January-13	365,947	470,956	3583	3539	1	129%	0.76%	1%	99%	0%	0%
February-13	352,773	438,921	3080	3013	0	124%	0.70%	2%	98%	0%	0%
March-13	382,389	486,755	3717	3530	4	127%	0.76%	5%	95%	0%	0%
Totals	47,124,567	48,506,970	288,069	257,026	816	103%	0.59%	10%	89%	0%	0%

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

06/19/11 DUMP THE PUMP DAY

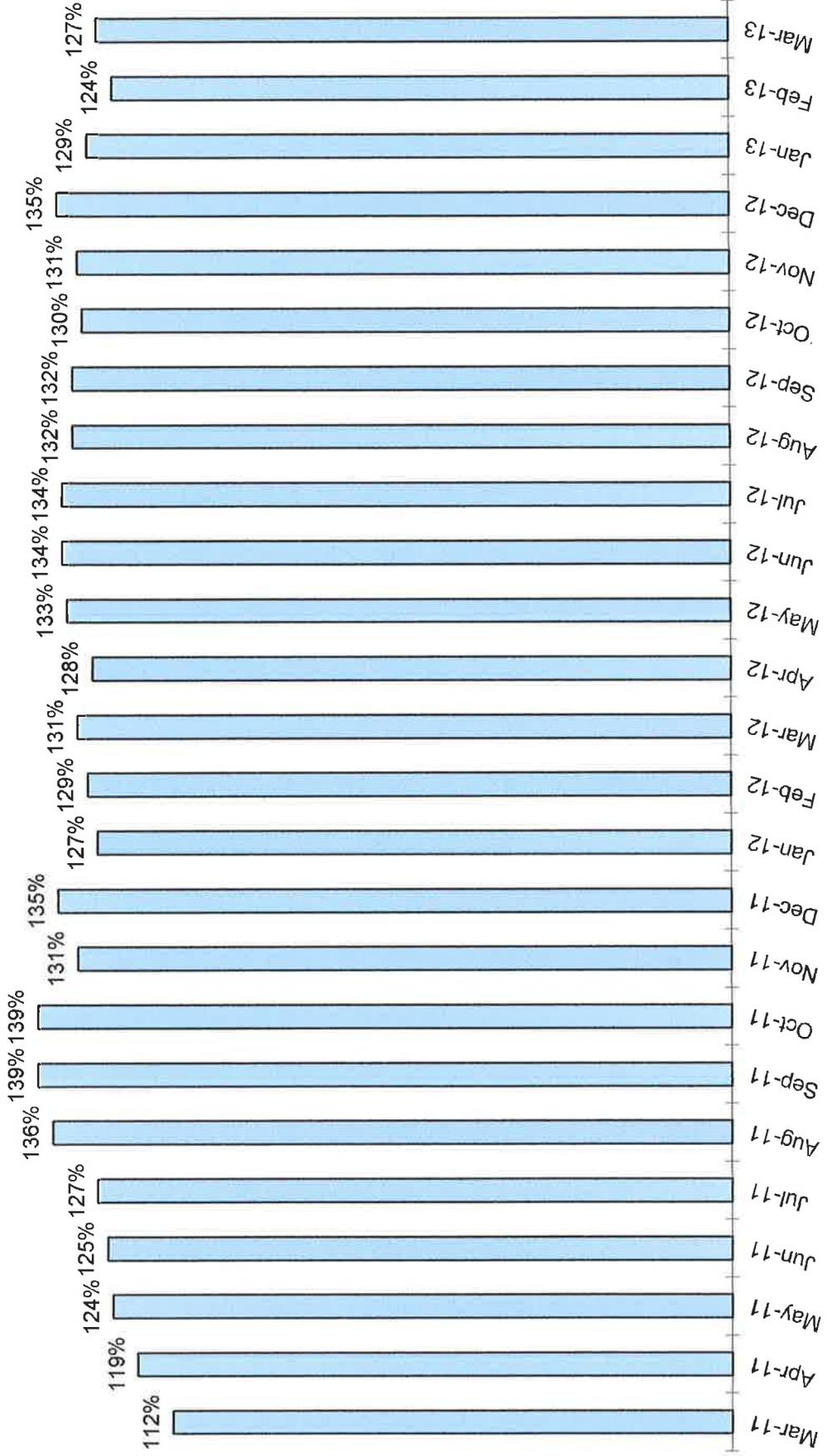
AS OF 10/03/11 ISSUING WRITTEN WARNINGS

10/20/11 & 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

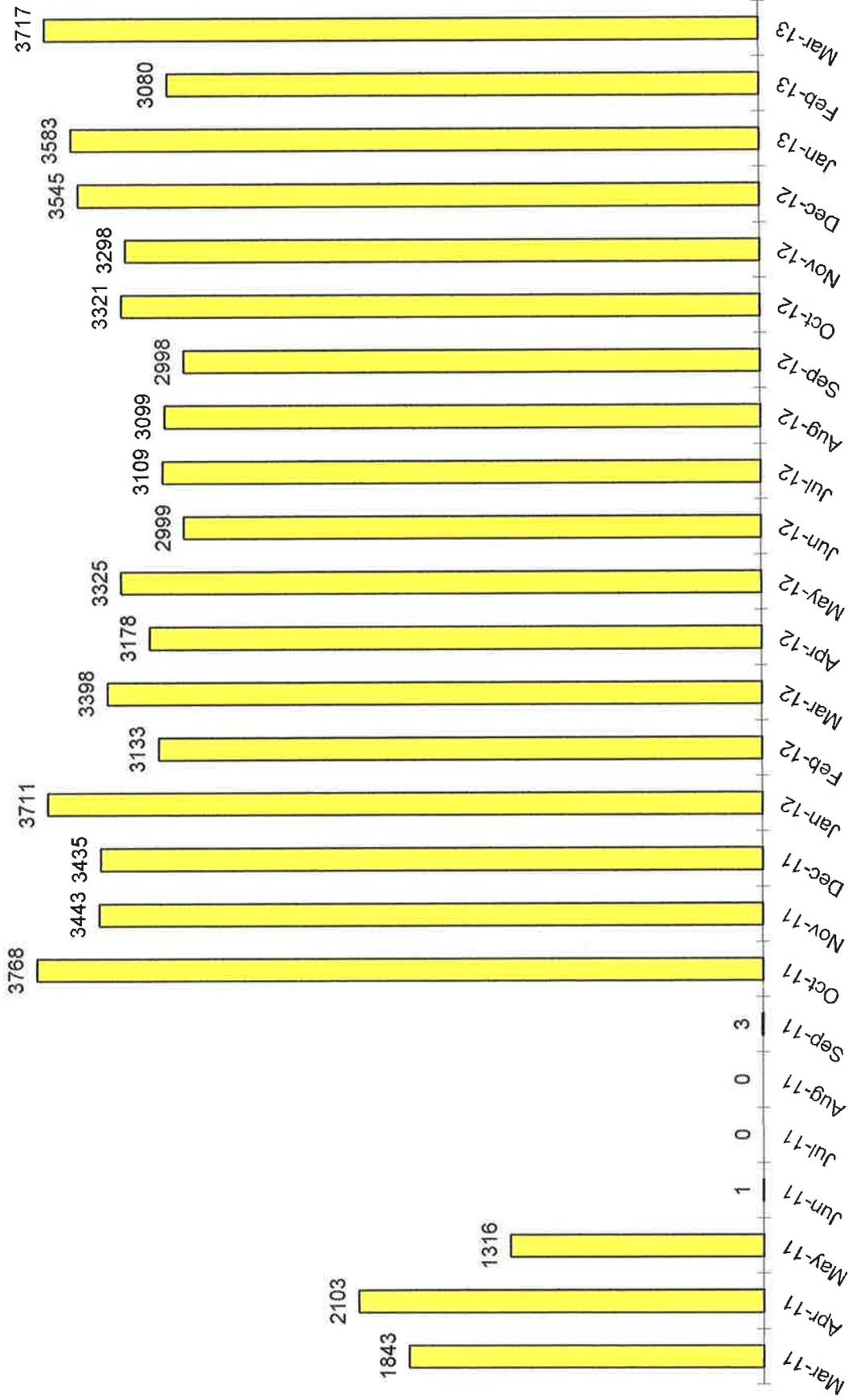
10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

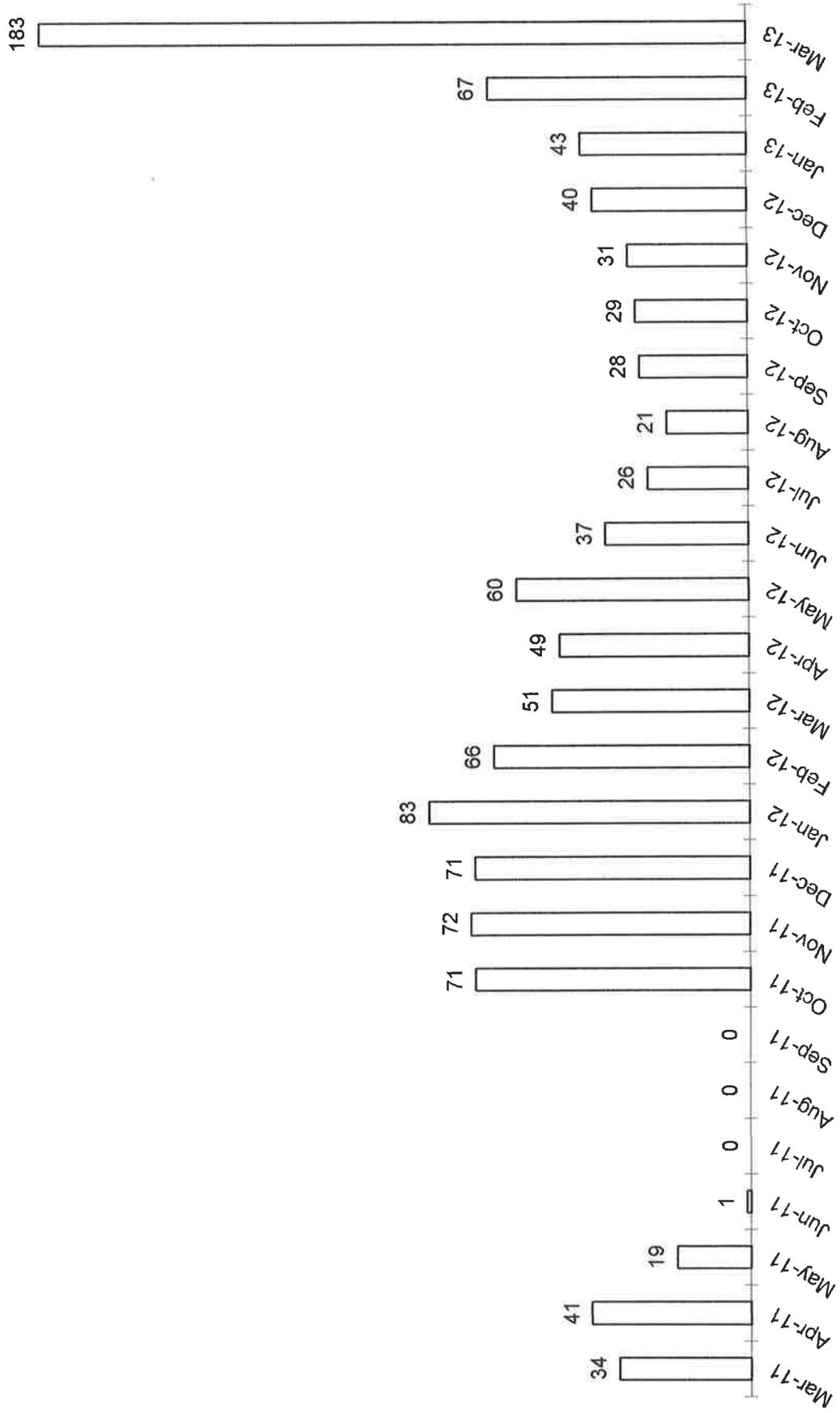
PERCENTAGE OF RIDERS INSPECTED



FARE EVASION VIOLATIONS



CITATIONS ISSUED



CLASSIFICATIONS BREAKDOWN
MARCH 2013

CLASSIFICATION		
ABANDONED VEHICLE		
ALARMS		2
ALARMS-TVM		
ALCOHOLIC BEVERAGE ON PLATFORM		1
ARSON		1
ASSAULT AGGRAVATED TRANSIT AGENT / CPO		
ASSAULT-AGGRAVATED		
ASSAULT TRANSIT AGENT / CPO		
ASSAULT		
ASSIST PASSENGER		1
ASSIST OTHER AGENCY		
ATTEMPTED SUICIDE		
AUTO THEFT		
AUTO THEFT - ATTEMPT		
AUTO THEFT - RECOVERY		
BATTERY - AGGRAVATED TRANSIT AGENT / CPO		
BATTERY - AGGRAVATED		
BATTERY TRANSIT AGENT / CPO		2
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	8
CROSSING W/ GATE DOWN	4	
CYBER INCIDENT		
DAMAGED PROPERTY		1
DEBRIS ON TRACK		1
DISORDERLY CONDUCT		7
DISTURBANCE		8
DOMESTIC VIOLENCE		
DRUG OFFENSE		
EMS BOARD MALFUNCTION		1
ELEVATOR MALFUNCTION		19
ELEVATOR PHONE MALFUNCTION		1
ESCALATOR MALFUNCTION		2
FALSE IDENTIFICATION		

CLASSIFICATIONS BREAKDOWN
MARCH 2013

CLASSIFICATION

FARE EVASION

3717

	CITATION	WARNED	ARREST
12 TRIP NO TAP		89	
ZONE OVERRIDE EASY CARD		4	
INSUFFICIENT FUNDS	1	374	
NO BUS/METRORAIL TRANSFER	8	81	
NO PHYSICAL TICKET	155	2160	3
NO SFRTA TRANSFER TICKET		35	1
NO TAP EASY CARD		456	
OUTDATED PAPER TICKET	2	105	
UNREADABLE EASY CARD/NO TAP		5	
ZONE OVERRIDE PAPER TICKET	17	221	
TOTAL	183	3530	4

COUNTERFEIT/ALTERED TICKET

FIRE

3

GRADE CROSSING PROBLEM

2

HIJACKING

ILLNESS

2

INJURY

2

INJURY-CPO

INFORMATION / MISCELLANEOUS

35

INTERFERING W/ TRAIN

1

INTOXICATED PERSON

INVESTIGATION

KIOSK PROBLEM

LOST/FOUND PROPERTY

98

LOUD MUSIC

LUGGAGE

MISSING PERSON

2

MISSING PERSON-LOCATED

1

MOTOR VEHICLE ACCIDENT

1

NUCLEAR RELEASE

PARKING PROBLEM

6

PARKING LOT ACCIDENTS

PARKING LOT VIOLATIONS

PAYPHONE MALFUNCTION

PULLED EMERGENCY STOP

1

RECOVERED STOLEN PROPERTY

ROBBERY

ROBBERY-ATTEMPT

ROBBERY ARMED

SABOTAGE

SAFETY HAZARD

11

SEXUAL BATTERY

SEX OFFENSE (OTHER)

CLASSIFICATIONS BREAKDOWN

MARCH 2013

CLASSIFICATION	
SIGN PROBLEM	
SLIP AND FALL	3
SMOKING ON TRAIN	
SOLICITATION	1
STUDENT INCIDENT	2
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	2
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
BOYNTON BEACH	
OTHER	
SURFBOARDS ON TRAIN	
SUSPICIOUS INCIDENT	4
SUSPICIOUS PERSON	5
SUSPICIOUS VEHICLE	
SUICIDE ATTEMPT	
TELEPHONIC THREAT	
THEFT	2
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRAIN VS PEDESTRIAN	
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	
TRESPASS	11
TVM GATE MALFUNCTION	1
TVM MALFUNCTION	71
UNAUTHORIZED ANIMAL	
SAV VALIDATOR MALFUNCTION	5
VEHICLE ON TRACK	
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT:	
TOTAL INCIDENTS 4043	

**SIX MONTH CRIME ANALYSIS
2012**

CLASSIFICATION	OCT	NOV	DEC	JAN	FEB	MAR
ABANDONED VEHICLE						
ALARMS	3	2				2
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN						1
ARSON						1
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO					1	
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO			1			
ASSAULT						
ASSIST PASSENGER	1	3	4		2	1
ASSIST OTHER AGENCY				1		
ATTEMPTED SUICIDE						
AUTO THEFT	1			1		
AUTO THEFT - ATTEMPT	1					
AUTO THEFT - RECOVERY			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	1	4				1
BURGLARY-ATTEMPT AUTO						
CAMERA MONITORING CENTER	2	1				
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	9	12	10	4	5	8
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY				1	1	1
DEBRIS ON TRACK			1	1		1
DISORDERLY CONDUCT	3	5	4	6	7	7
DISTURBANCE	1	3	5	1	3	8
DRUG OFFENSE						
DOMESTIC VIOLENCE			1			
EMS BOARD MALFUNCTION	1	3	4	1		1
ELEVATOR MALFUNCTION	19	10	11	14	16	19
ESCALATOR MALFUNCTION	3	4	2	1	3	2
ELEVATOR PHONE MALFUNCTION					1	1
FARE EVASION- CITATIONS	29	31	40	43	67	183
FARE EVASION-WARNINGS	3291	3267	3504	3539	3013	3530
FARE EVASION-ARREST	1	0	1	1		4
FALSE IDENTIFICATION						
FIRE	1	1				3
GRADE CROSSING PROBLEM		2	1	1	1	2
HIJACKING						
SUB-TOTAL	3367	3349	3590	3615	3120	3778

SIX MONTH CRIME ANALYSIS 2012

CLASSIFICATION	OCT	NOV	DEC	JAN	FEB	MAR
ILLNESS	9	6	6	6	7	2
INJURY		2	2	1		2
INJURY-CPO		1	1	1	1	
INTERFERING W/ TRAIN				1	1	1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	114	65	78	103	87	98
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	59	62	66	28	32	35
MISSING PERSON			1	2		2
MISSING PERSON-LOCATED			1			1
MOTOR VEHICLE ACCIDENT	2	3	1	4		1
PARKING PROBLEM	13	16	6	8	14	6
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	
ROBBERY ATTEMPT						
SAFETY HAZARD	31	14	10	21	13	11
SEXUAL BATTERY						
SEX OFFENSE (OTHER)	2				2	
SIGN PROBLEM						
SLIP AND FALL	12	7	6	4	4	3
SMOKING ON TRAIN						
SOLICITATION		3	2	1		1
STUDENT INCIDENT	4	3	3	1	2	2
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	6	4	2	3	2	4
SUSPICIOUS PERSON	2	5		3	1	5
SUSPICIOUS VEHICLE	2	2	2	1	1	
SUICIDE ATTEMPT						
TELEPHONIC THREAT			1			
THEFT	1	3	7	1	5	2
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	1	
TRAIN VS FIXED OBJECT						
TRESPASS	12	4	1	9	6	11
TVM GATE MALFUNCTION	3	6	2	2	1	1
TVM MALFUNCTION	72	84	72	84	66	71
SAV VALIDATOR MALFUNCTION		2			4	5
VEHICLE ON TRACKS				1		
WEAPON COMPLAINT	1					
TOTAL REPORTS	3713	3645	3861	3902	3375	4043

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-Boiler	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	EDP Ticket W/O Tri-PAID	Total
Jan-02	2	0	2	163	32	5	4	0	208
Feb-02	2	0	7	140	20	2	1	0	172
Mar-02	3	0	5	238	17	5	2	0	270
Apr-02	2	0	3	200	23	3	7	0	238
May-02	2	0	6	154	29	0	4	0	195
Jun-02	6	0	3	212	26	5	7	0	259
(B) JUL-02	0	0	5	24	2	5	2	0	38
Aug-02	1	0	3	27	3	2	2	0	38
Sep-02	1	0	4	29	2	1	0	0	37
Oct-02	4	0	11	27	2	2	2	0	48
Nov-02	4	0	8	28	4	4	1	0	49
Dec-02	2	0	3	23	3	3	0	0	34
Jan-03	0	0	4	20	4	0	0	0	28
Feb-03	2	0	7	13	4	1	0	0	27
Mar-03	1	0	6	31	4	1	1	0	44
Apr-03	0	0	5	26	1	3	1	0	36
May-03	0	0	5	43	3	2	0	0	53
Jun-03	2	0	2	40	7	1	0	0	52
Jul-03	1	0	6	30	3	3	0	3	46
Aug-03	1	0	5	12	3	3	2	1	27
Sep-03	1	0	3	29	6	2	2	0	43
Oct-03	3	0	10	37	6	5	3	0	64
Nov-03	0	0	20	30	7	6	0	0	63
DEC-03	2	0	16	42	3	6	2	0	71
Jan-04	2	0	27	31	4	9	4	0	77
Feb-04	3	0	14	42	3	10	1	0	73
Mar-04	1	0	14	30	2	15	1	0	63
Apr-04	0	0	5	21	6	4	1	0	37
May-04	0	0	3	19	7	2	0	0	31
Jun-04	1	0	7	23	4	1	2	0	38
Jul-04	1	0	13	29	1	4	1	0	49
Aug-04	1	0	7	19	3	3	3	1	37
(C) SEPT-04	3	0	2	8	2	1	2	0	18
Oct-04	2	0	6	13	6	4	1	1	33
NOV-04	5	0	3	27	2	2	2	0	41
Dec-04	3	0	5	41	3	4	2	0	58
Jan-05	8	0	9	59	5	9	1	0	91
Total	330	0	5,450	12,482	1,024	1,667	538	10	21,501

(A) MODIFIED FARE EVASION BEGINS

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

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

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

MONTHLY BREAKDOWN OF CITATIONS

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

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

(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	Insufficient 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 WARNINGS

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

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

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

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Aug-04	20	0	250	557	37	143	13	9	1029
(B) SEPT-04	34	0	102	285	16	51	11	6	505
Oct-04	36	0	190	476	26	118	11	14	871
Nov-04	66	0	145	535	29	112	9	8	904
Dec-04	45	0	125	526	22	125	24	6	873
Jan-05	75	0	210	639	25	165	24	9	1147
Feb-05	61	0	168	608	29	154	34	1	1055
Mar-05	36	0	220	681	32	150	20	1	1140
Apr-05	53	0	289	763	47	234	29	5	1420
May-05	48	0	297	681	51	199	17	4	1297
Jun-05	65	0	223	727	47	147	22	6	1237
Jul-05	41	0	250	651	44	155	36	4	1181
(C) AUG-05	38	0	237	584	49	165	32	3	1108
(D) SEPT-05	28	0	236	645	44	143	16	6	1118
(E) OCT-05	32	0	208	502	27	112	12	5	898
(F) NOV-05	26	0	128	442	27	72	6	1	702
Dec-05	28	0	315	731	48	129	24	9	1284
Jan-06	29	0	378	773	37	192	34	14	1457
Feb-06	37	0	340	756	54	142	21	18	1368
Mar-06	54	0	338	1042	49	182	24	9	1698
Apr-06	65	0	451	888	57	175	28	16	1680
May-06	61	0	486	981	53	240	25	22	1868
Jun-06	36	0	471	903	21	208	23	13	1675
Jul-06	57	0	476	988	23	150	29	15	1738
(G) Aug-06	65	0	508	969	28	198	26	8	1802
Sep-06	63	0	468	909	31	214	36	8	1729
Oct-06	76	0	524	1079	36	220	40	11	1986
Nov-06	56	0	461	969	21	235	41	11	1794
Dec-06	62	0	612	1048	37	235	36	15	2045
Jan-07	80	0	637	1009	52	284	21	20	2103
Feb-07	94	0	632	1055	52	316	37	34	2220
(H) MAR-07	105	0	681	1080	60	350	45	14	2335
Apr-07	106	0	749	1164	75	351	42	22	2509
May-07	107	0	849	1218	73	421	53	20	2741
Jun-07	128	0	840	1043	48	388	40	32	2519
Jul-07	93	0	808	1040	74	399	51	28	2493
Aug-07	73	0	819	1240	79	364	23	16	2614
Sep-07	85	0	708	1062	53	318	35	12	2273
Oct-07	97	0	776	1295	83	372	58	16	2697
Nov-07	95	0	690	1215	109	264	57	18	2448
Dec-07	91	0	694	1226	71	261	55	21	2419
SUBTOTAL	3,810	0	28,296	45,845	2,676	15,168	1,659	752	98,206

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

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

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

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

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

(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

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

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

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

03/15/07 SFRTA PASSENGER SURVEY

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-08	105	0	846	1229	69	233	44	19	2545
Feb-08	83	0	641	1106	82	209	42	16	2179
Mar-08	98	0	772	1273	62	211	43	19	2478
Apr-08	103	0	823	1230	68	208	35	15	2482
May-08	96	0	908	1400	54	192	54	19	2723
Jun-08	116	0	1025	1270	42	192	62	36	2743
Jul-08	103	0	799	1285	49	240	56	26	2558
(H) AUG-08	62	0	616	1192	55	219	63	22	2229
Sep-08	84	0	518	1360	66	242	53	16	2339
Oct-08	61	0	579	1422	101	241	82	21	2507
Nov-08	50	0	460	1210	71	186	57	7	2041
Dec-08	71	0	618	1376	100	228	88	10	2491
Jan-09	79	0	538	1332	119	249	39	21	2377
Feb-09	76	0	534	1194	99	208	60	14	2185
Mar-09	54	0	633	1392	120	230	57	14	2500
Apr-09	72	0	655	1334	128	239	66	19	2513
May-09	99	0	684	1420	117	266	53	19	2658
Jun-09	80	0	583	1460	131	256	65	26	2601
Jul-09	58	0	563	1608	133	218	48	18	2646
Aug-09	67	0	544	1604	146	269	66	20	2716
Sep-09	62	0	536	1512	141	259	61	15	2586
Oct-09	61	0	560	1499	126	262	60	13	2581
Nov-09	63	0	532	1462	136	206	67	14	2480
Dec-09	62	0	592	1634	132	239	43	14	2716
Jan-10	42	0	459	1505	119	203	44	9	2381
Feb-10	42	0	504	1451	167	196	40	15	2415
Mar-10	52	0	524	1737	172	255	38	17	2795
Apr-10	46	0	516	1629	121	227	41	10	2590
May-10	40	0	542	1646	119	176	33	15	2571
Jun-10	53	2	530	1520	152	185	50	13	2505
Jul-10	45	0	549	1648	139	160	34	15	2590
Aug-10	45	0	475	1626	136	151	20	9	2462
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
SUBTOTAL	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	Insufficient 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 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: April 4, 2013



**TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR MARCH 2013**

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
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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."



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 *RDC*
SUBJECT: MONTHLY ACTIVITY REPORT – MARCH 2013
Date: Thursday, April 4th 2013

I was assigned the following tasks for the month of: **MARCH, 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 **183** 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)

- **COMPLAINT #: 18836 – Allegation of Battery – (Unfounded)**
- **COMPLAINT #: 19639 – Conduct Unbecoming – (Unfounded)**
- **COMPLAINT #: 19622 – Discourtesy / Conduct Unbecoming – (Unfounded)**
- **G4S CORP COMPLAINT #: ECH03111377NAT2 – Conduct Unbecoming – (Not Sustained)**
- **UNNUMBERED COMPLAINT – Discourtesy (PBCSB) – (Not Sustained)**

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

NON MAJOR SECURITY

Part 1

INCIDENTS ONLY

	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcible 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	0						0
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	0						0
Non Revenue Facility	0						0
Right Of Way/Roadway	0						0
Structure							
Larceny/Theft Offenses							
In Vehicle	0						0
In Revenue Facility	3						3
Non Revenue Facility	0						0
Right Of Way/Roadway	0						0
Includes Burglary Vehicle							
Motor Vehicle Theft							
In Vehicle	0						0
In Revenue Facility	0						0
Non Revenue Facility	0						0
Right Of Way/Roadway	0						0
Includes Attempts							
Arson							
In Vehicle	0						0

NTD INTERNET REPORTING

NON MAJOR SECURITY

In Revenue Facility	0					
Non Revenue Facility	0					
Right Of Way/Roadway	1					

Part II

	In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
Fare Evasion (citations)	183				183
Other Assaults (arrests)	0				0
Trespassing (arrests)	2				2
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

**(7) Total Arrests
(1) Battery on Transit Agent**

Total Property Damage (\$) 0

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2013) thru (3/1/2014)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/>			
<u>projectmgr</u>			
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 option remains.
BOBBY BECKER			
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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 option remains.
BOBBY BECKER			
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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 option remains.
BOBBY BECKER			
<hr/>			
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 option remains.
BOBBY BECKER			
<hr/>			
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			
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Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2013) thru (3/1/2014)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/>			
<u>projectmgr</u> James DeVaughn 10-014 BOBBY BECKER	SFEC TMA BUS SERVICE 010338 SFEC TMA	07/01/2010 06/30/2013	3 Year Term 4 1-year renewal options. 2 options exercised and 2 options remaining.
<hr/>			
Suzie Papillon 10-017 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010288 PB AMERICAS, INC	10/18/2010 10/17/2013	3 Year Term 2 - 1 year options. Both options remain.
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Suzie Papillon 10-018 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 010930 BOOZ ALLEN & HAMILTON	11/04/2010 11/03/2013	3 Year Term 2 - 1year options. Both options remain.
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Suzie Papillon 10-021 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010549 GANNETT FLEMING INC	10/18/2010 10/17/2013	3 Year Term 2 - 1 year options. Both options remain.
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Suzie Papillon 10-022 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011776 T.Y. LIN INTERNATIONAL	10/18/2010 10/17/2013	3 Year Term 2 - 1 year options. Both options remain.
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Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2013) thru (3/1/2014)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/>			
<u>projectmgr</u>			
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			
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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			
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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			
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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			
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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			
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Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2013) thru (3/1/2014)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/>			
<u>projectmgr</u>			
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			
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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			
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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			
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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			
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	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			
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Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2013) thru (3/1/2014)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u>			
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
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
Suzie Papillon 09-007 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010195 HDR ENGINEERING INC	11/02/2009 11/01/2013	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.



**Contract Actions Executed
Under The General Counsel's Authority
For The Month of March 2013**

AGENDA ITEM NO: N

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
N/A	There are currently no Contract Actions executed at this time .	N/A	N/A	N/A