FINAL APPROVED

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## GOVERNING BOARD

# REGULAR MEETING AGENDA
# December 5, 2014
# 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

Commissioner Steven L. Abrams
Commissioner Bruno Barreiro, Chair
James A. Cummings
Andrew Frey
Frank Frione
Marie Horenburger
Nick Inamdar
James A. Scott
James A. Wolfe

### Executive Director

Jack Stephens

**GOVERNING BOARD REGULAR MEETING**
**OF DECEMBER 5, 2014**

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 October 24, 2014.

## 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.

***NOTE:**
**CERTAIN EXHIBITS WILL BE ACCESSIBLE VIA FTP SITE**

Instructions to access files :
Click on link below, and then enter your username and password.

ftp://www.sfrta.fl.gov

Username: sfrta
Password: sfrta

**R1. MOTION TO APPROVE:**

(A) South Florida Regional Transportation Authority's (SFRTA) State Legislative Plan for Fiscal Year 2015-16 and direct staff to work with the appropriate agencies and elected local and state representatives to implement the recommended initiatives.

(B) Delegate authority to a person to be selected by the SFRTA Governing Board to make changes to the FY 2015-16 State Legislative Plan during the legislative session and to report any changes to the Board at each regularly-scheduled Board meeting.

Department: Executive
Project Manager: Vicki A. Wooldridge
Department Director: Jack Stephens
Procurement Director: N/A

**R2. MOTION TO APPROVE**: Agreement No. 15-003 between South Florida Regional Transportation Authority (SFRTA) and Goodman Public Relations, Inc., for corporate & community outreach and marketing services, through June 30, 2019, in the maximum not-to-exceed amount of $2,500,000.00.

Department: Corporate Community Outreach
Project Manager: Diane Hernandez Del Calvo
Department Director: Diane Hdz. Del Calvo
Procurement Director: Christopher Bross

**R3. MOTION TO APPROVE**: Agreement between South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton (City) to provide additional service on the Boca Center Shuttle route.

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

**R4. MOTION TO APPROVE:** Agreement between South Florida Regional Transportation Authority (SFRTA) and City of Fort Lauderdale (City) for the Wave Project (Project).

Department: Planning & Capital Development
Project Manager: Barbara Handrahan
Department Director: William L. Cross, P.E.
Procurement Director: Christopher Bross

**R5. MOTION TO APPROVE:** Staff Recommendations on the following Action Items for the Wave Modern Streetcar Project. (See Agenda Item)

**R6. MOTION TO APPROVE:** State Infrastructure Bank (SIB) Loan Agreement FM #421390-4-94-01 among the Florida Department of Transportation (FDOT), City of Fort Lauderdale (City), Downtown Development Authority of Fort Lauderdale (DDA) and South Florida Regional Transportation Authority (SFRTA) for funds in the amount of $19,490,000 for design services, vehicle procurement and construction of the Fort Lauderdale Wave Modern Streetcar Project (SIB Loan Agreement).

Department: Planning & Capital Development
Project Manager: Barbara Handrahan
Department Director: William L. Cross, P.E.
Procurement Director: Christopher Bross

**R7. MOTION TO APPROVE**: Amendment No.1 to Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., the Project Management Consultant (PMC), to provide 30% Design Services for Phase 1C of the Wave Modern Streetcar Project, in the maximum not-to-exceed amount of $242,433.54.

Department: Engineering and Construction
Project Manager: Martin Benzaquen, P.E.
Department Director: Daniel R. Mazza, P.E.
Procurement Director: Christopher Bross

**R8. MOTION TO APPROVE**: Amendment No.2 to Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., the Project Management Consultant (PMC), to provide 30% Design and Management Services for the Northern Loop of the Wave Modern Streetcar Project, in the maximum not-to-exceed amount of $586,673.20.

Department: Engineering and Construction
Project Manager: Martin Benzaquen, P.E.
Department Director: Daniel R. Mazza, P.E.
Procurement Director: Christopher Bross

**R9. MOTION TO APPROVE**:

**(A) MOTION TO APPROVE**: Agreement No. 14-010 (A), between South Florida Regional Transportation Authority (SFRTA) and CH2M Hill, Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

**(B) MOTION TO APPROVE**: Agreement No. 14-010 (B), between South Florida Regional Transportation Authority (SFRTA) and Jacobs Engineering Group Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

**(C) MOTION TO APPROVE**: Agreement No. 14-010 (C), between South Florida Regional Transportation Authority (SFRTA) and Kimley-Horn and Associates, Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

**(D) MOTION TO APPROVE**: Agreement No. 14-010 (D), between South Florida Regional Transportation Authority (SFRTA) and Parsons Brinckerhoff, Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

**(E) MOTION TO APPROVE**: Agreement No. 14-010 (E), between South Florida Regional Transportation Authority (SFRTA) and T.Y. Lin International, Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

**(F) MOTION TO APPROVE**: Agreement language for Work Order Process.

Department: Planning & Capital Development
Project Manager: William L. Cross P.E.
Department Director: William L. Cross P.E.
Procurement Director: Christopher Bross

**R10. MOTION TO APPROVE**:

**(A)** Amendment No. 1 to the Operating Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for the South Florida Rail Corridor (SFRC).

**(B)** Agreement No. 14-012 between SFRTA and Veolia Transportation Maintenance and Infrastructure (VTMI) for Maintenance of Way Services (MOW) on the SFRC, for a period of seven (7) years, in the lump sum amount of $161,247,371.73, with one (1) three (3) year option period in the lump sum amount of $74,833,447.79.

Department: Engineering and Construction
Project Manager: Daniel R. Mazza, P.E.
Department Director: Daniel R. Mazza, P.E.
Procurement Director: Christopher Bross

**R11. MOTION TO APPROVE**: Agreement No. 15-001 between South Florida Regional Transportation Authority (SFRTA) and Gulf Building, LLC for Design-Build Services for the SFRTA Operations Center and Pompano Beach Tri-Rail Station Improvements in the lump sum amount of $39,438,794.47.

Department: Engineering and Construction
Project Manager: Brandy I. Creed, P.E.
Department Director: Daniel R. Mazza, P.E.
Director: Christopher Bross

## INFORMATION / PRESENTATION ITEMS

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

**I-1. INFORMATION** - Tri-Rail Coastal Link on the FEC Corridor

## COMMITTEE REPORTS / MINUTES

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

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

| MONTHLY REPORTS |
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| 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 – October

B. RIDERSHIP GRAPHS – October

C. ON-TIME PERFORMANCE GRAPHS – October

D. MARKETING MONTHLY SUMMARY – October

E. BUDGETED INCOME STATEMENT – October

F. PAYMENTS OVER $2,500.00 – October

G. REVENUE AND FARE EVASION REPORTS – October

H. SOLICITATION SCHEDULE – October

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

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

K. PROPERTY TASK FORCE – PROJECT SCHEDULE - N/A

L. SECURITY REPORT - October

M. EXPIRING CONTRACTS – October

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

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, 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 OCTOBER 24, 2014

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The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, October 24, 2014 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

**BOARD MEMBERS PRESENT:**
Bruno Barreiro, Chair, Commissioner, Miami-Dade County
Steven L. Abrams, Palm Beach County Commissioner
James A. Cummings, Citizen Representative, Broward County
Andrew Frey, Governor's Appointee
Marie Horenburger, Citizen Representative, Palm Beach County – *via telephone*
Nick A. Inamdar, Citizen Representative, Miami-Dade County
James A. Wolfe, Florida Department of Transportation, District IV

**BOARD MEMBERS ABSENT:**
Frank Frione, Governor's Appointee
Kristin Jacobs, Broward County Commissioner
James A. Scott, Governor's Appointee

**ALSO PRESENT:**
Jack L. Stephens, Executive Director, SFRTA
Bonnie Arnold, Public Information Officer, SFRTA
Richard Chess, Director of Finance, SFRTA
Bradley Barkman, Director of Operations, SFRTA
Christopher Bross, Director of Procurement, SFRTA
William Cross, Director of Planning and Capital Development, SFRTA
Diane Hernandez Del Calvo, Director of Administration/ EEO Officer, SFRTA
Mary Jane Lear, Director of Human Resources, SFRTA
Renee Matthews, Comptroller/Director of Special Projects, SFRTA
Daniel Mazza, P.E., Director of Engineering & Construction, SFRTA
Teresa Moore, General Counsel, SFRTA
Jeffrey Olson, Deputy General Counsel, SFRTA
Sandra Thompson, Executive Administrative Coordinator, SFRTA
Allen Yoder, Director of Safety and Security, SFRTA

## CALL TO ORDER

The Chair called the meeting to order at 9:40 a.m.

## MOMENT OF SILENCE

## PLEDGE OF ALLEGIANCE

## AGENDA APPROVAL

The Chair asked if there were any changes to the Agenda.

Mr. Jack Stephens, Executive Director, SFRTA stated that there were no changes to the agenda.

**Board Member Jim Cummings moved for approval of the Agenda. The motion was seconded by Commissioner Steven Abrams.**

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

## MATTERS BY THE PUBLIC

Mr. Michael Smith of Ft. Lauderdale, FL addressed the Board. Mr. Smith spoke on a 3-D Laser Radar Level Rail Crossing Detection Systems that is currently used in Japan. Mr. Smith requested a study on Bollarde system for the Wave streetcar program.

## ROLL CALL

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

| CONSENT AGENDA |
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| 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 September 26, 2014.

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

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

*Board Member Inamdar arrived at 9:47 a.m.*

## 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**: Airspace Lease Agreement (Lease Agreement) between South Florida Regional Transportation Authority (SFRTA) and Florida Department of Transportation (FDOT) for the east customer parking lot at the Tri-Rail Lake Worth Station for a period of five (5) years, with one five-year renewal option.

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

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

**R2.**
**MOTION TO APPROVE**: Sixth Amendment to Agreement No. 11-003, between the South Florida Regional Transportation Authority (SFRTA) and G4S Secure Solutions USA, to increase the compensation not-to-exceed amount by One Hundred Twenty Seven Thousand Nine Hundred Ninety Seven and 76/100 dollars ($127,997.76) to the new maximum total not-to-exceed amount of Twenty Seven million Seven hundred Fifteen thousand Eighty Five and 76/100 dollars ($27,715,085.76) for the remainder of the five-year term.

**Board Member Jim Cummings moved for approval. The motion was seconded by Commissioner Steven Abrams.**

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

## 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** - Tri-Rail Coastal Link on the FEC Corridor

Mr. Stephens called upon Mr. William Cross, Director of Planning and Capital Development, SFRTA to give an update on the Tri-rail Coastal Link project.

Mr. Cross gave a PowerPoint presentation on the progress of the project. He stated that the project is on hold until the Project Development Review is finished, which should be after the first of the year. The next meeting scheduled with the parties is on November 4, 2014. Environmental approval has been granted between West Palm Beach and Miami. Technical issues regarding signaling and Positive Train Control are being addressed.

Board Member Cummings inquired as to the FEC trains having Positive Train Control (PTC).

Mr. Cross responded in the affirmative accordingly to the Federal Railroad Administration passenger operations requirements.

Mr. Brad Barkman, Director of Operations, SFRTA addressed the Board on PTC. He explained that he has spoken to the FEC and they currently have a cab signal system. They plan to overlay the PTC over their cab signal. SFRTA will need to install the cab signal on TRCL equipment that will operate on the FEC corridor and TRCL will also need to overlay the system that the FEC will use. There are two systems that the FEC is considering and it has yet to be determined. It appears that the FEC is leaning towards the PTC devices that SFRTA is using and they are buying the dispatch product from that same company. Current regulations require PTC to be in by the end of 2015. CSX complies along the corridors that they operate, dispatch and maintain. These systems will be compatible.

Mr. Stephens stated that the next meeting between AAF; FECI; FECR; FDOT and SFRTA has been moved to November 4th. AAF/FECR is looking at something called compatibility of PTC and cab signaling. Fred Wise, head of Florida State Rail has routinely indicated that it is expected that all of the rail systems to be interoperable.

Board Member Frey inquires as to SFRTA/TRCL selection of PTC.

Mr. Barkman responded that SFRTA/TRCL is required to utilize the same system that CSX is operating, which is the ITMS/ Wabtec product.

Mr. Stephens stated that it is the States responsibility to insist and ensure that all systems can run on each others systems.

**I-2. <u>INFORMATION</u>** - The Fort Lauderdale Wave Modern Streetcar

Mr. Stephens called upon Mr. William Cross, Director of Planning and Capital Development, SFRTA.

Mr. Cross gave a PowerPoint presentation on the project overview, progress to date, risks, and SFRTA's role of the project. He stated that the Federal Transit Administration is now a partner with an $18 million TIGER grant and a $49.5 Small Start grant. He mentioned that the City Commission, just this week, approved a northern loop.

Board Member Cummings inquired as to the funding received for Phase 1B.

Mr. Cross responded that the SFRTA has a pre-award authority from FTA to expend funds on Phase 1B to be reimbursed by the Small Start grant, once that has been awarded. FTA has requested that SFRTA reapply in February 2015. In February, SFRTA will know if additional funds are awarded.

Commissioner Abrams inquired as to the price tag for Site "K".

Mr. Cross responded that the SFRTA has paid $1000 fee for the application paperwork. There is not yet an agreement for the price of the land. By Partnership Agreement, this land purchase will be done following the FTA appraisal and land acquisition guidelines. There is a multi-step process for transfer of ownership. At this point the SFRTA will take title/ownership for just the portion SFRTA needs for the streetcar facility.

Mr. Stephens added that after all transfers are done the FTA must approve the appraisal. He noted that the value of the land will be deducted from the City's cash contribution.

Mr. Cross mentioned that SFRTA has applied with the State for a second SIB Loan on this project. The FTA is supportive of a "One Project, Two Grant" approach to the project budget and schedule.

Mr. Cross continued on the complications and project risks. He commented that the City was committed to $10.5 million of cash or land and that was due June 2014. The City has paid $3.2 million of their commitment to date. There is still $7.3 million outstanding.

Board Member Cummings inquired as to Agreement #2 and a response letter received.

Mr. Cross stated the City issue is critical and a threat to the project. A satisfactory resolution on this issue is needed from the City by November 4th and approval by the SFRTA Board on December 5th. There is a January quarterly FTA meeting scheduled that could put this project at risk if there is no resolution. What is needed is an executed Agreement that is acceptable to all parties and the SFRTA has requested a decision on the Wave maintenance facility site by April 2015.

Ms. Teresa Moore, General Counsel, SFRTA added that an amendment was sent to the City and they did respond with changes to that Agreement, which are unacceptable. The City now has a second draft of that Agreement. SFRTA has received the letter, but not their amendment.

Board Member Cummings commented that if their response is not sufficient to cover the SFRTA needs, the SFRTA is in a bad situation. This project is already a year overdue.

Mr. Cross continued with Partner requests to add capital features to the project. These features do improve the project however it is at risk due to the tight current budget. The Partners have agreed to split new work 25% local, 25% state and 50% federal, but there is no federal, state or local commitment at present. The SFRTA has requested an additional $9.5 million from FTA in 2015 Small Start application. Local funding is needed by December 2014 for design services and by April 2015 for construction to begin. In regards to the City's request for the Northern Loop, SFRTA has requested that the City to come to the table with $7.5 million dollars and a schedule

has been laid out. The City approved the schedule this week and a $500,000 payment is due at the end of October.

Mr. Stephens pointed out that the City has voted to approve and the DDA is in support of the Loop being fully funded. However, these additions do not become a part of the project until the SFRTA Board approves it and the FTA approves the increase in scope.

Board Member Cummings inquired if the City wants these additions to be included in the additional grant the SFRTA has applied.

Mr. Cross clarified that the City will bare 100% of the costs of design and construction and that is the $7.5 million estimate of the northern loop. SFRTA has requested $500,000 by October 31st for design services and the remainder by December 19th and construction funds by April 30, 2015.

Board Member Frey noted that the City owes $10.3 million on the original scope. And they now made a commitment of $7.5 million for additional work and they cannot come up with $7.3 million due on the original scope.

Mr. Cross noted that it is cash or land commitment from the City and their preference is donation of the land.

Mr. Cross continued on with the budget issues. The current budget started with $142.6 million. The proposed budget has increased to $161.9 million, an addition of $19.3 million of which splits out to $5.4 million in partner requests and $13.9 in cost overruns. All the Partners have agreed to pursue this, and in February we should know. According to schedule, TIGER and Small Start grants, the SFRTA has committed to opening in December 2016 of which now is pushed to December 2017. There has been little progress in resolving the outstanding issues and that date is now in doubt. The time is costing the SFRTA money to the amount of $400,000-$500,000 a month due to time value and delays. Another year of delays will cost SFRTA $4-5 million. There is a risk with FTA due to the lack of progress on the project. The Small Starts grant will go away. We have a red on schedule and a yellow on budget. The FTA is sensitive to schedule delays. The FTA did request a resubmission of the Small Start grant. The SFRTA is moving forward with the assumption that $50 million is in the budget.

Mr. Stephens clarified that the $50 million is not committed. There are a lot of promises and a lot of people working on this and supporting the SFRTA. Political support is solid and Congresswoman Frankel was briefed yesterday. The bottom line here is to bring to this Board the risks that the staff and partners have been juggling these months.

Ms. Moore added that legally the commitment is at the signing of the grant agreement.

Mr. Cross continued, that after the September FTA quarterly the FTA staff noted that we may need to "de-scope" the project if additional funds are not identified. The FTA is actively reviewing the grant now. SFRTA inability to maintain schedule and budget due to unmet Partner commitments and unresolved Partner issue does not support our request for $59 million of FTA Small Start funds.

Mr. Cross went on to define SFRTA's role in the project. SFRTA is the project sponsor for TIGER and Small Start grants. SFRTA is performing planning, environmental and grant development work. SFRTA provides budget management for State Infrastructure Bank (SIB), TIP/SIP amendments; interagency agreements; design and construction. The Partnership Agreement does lay out roles and responsibilities. Section 10 addresses capital cost overruns and the agreement states, "no capital cost overruns." Section 10.1 addresses that the SFRTA shall have the authority to change the scope of the project, consistent with federal grant requirements, to save and reduce costs to maintain the approved budget. Section 10.2 addresses that the SFRTA may consider any capital cost increases only if the requesting partner is willing to pay all associated costs and any "betterments" that impact the construction schedule may be rejected by SFRTA, even if the partner is willing to pay all the incremental costs.

Mr. Cross summarized what was needed to get the project back on track prior to the FTA January 2015 quarterly meeting: A resolution to the City breach of contract; the City to adopt an acceptable SFRTA/City Agreement by November 4, 2014; SFRTA/City Agreement approval at the December 5, 2014 Board meeting; funding decisions on the Partner requests for design funds by December 19th and construction funds by April 30th 2015, and a decision on the electronic coupler to allow for vehicle procurement to advance. Mr. Cross noted that upon resolution to these issues, the NEPA work for the new Site "K" can begin; notice to proceed on the final design for phase 1B; notice to proceed for preliminary design phase 1C; and City/SFRTA agreement for purchase of Site "K"; vehicle procurement.

The Chair inquired about the coupler and costs.

Mr. Cross responded that the cost is not known. This coupler is a significant redesign that is not needed. There is risk and uncertainty and it is therefore not recommended.

Board Member Inamdar inquired if this project ends up dying, does this hinder SFRTA ability to apply for future federal grants?

Mr. Cross responded that this does affect SFRTA's ability for federal grants for TRCL and other regional applications for the next ten years.

Mr. Stephens added he has personally expressed his doubts with this project and has shared this view with staff in order to bring this to the Board. The funding mechanisms are flawed due to the presented issues. The Partners are not together and these decisions do not occur in a vacuum. I have always had very good relationship with our federal partners and, I will be honest, that this is in question. The integrity of this Agency and region, in regards to the feds is highly questionable. I personally am encouraging this presentation to the Board, so that the Board understands the risks. Decision time will come and we can wander into a quagmire very easily, if we are not already there. Everybody needs to come on board doing what is needed to be done in a timely fashion or we will have to let it go. That is the Boards decision. The federal grants and dollars are not transferable to another agency or regional entity. The SFRTA makes it happen or it does not happen.

Commissioner Abrams commented that the SFRTA is the facilitator. The other agencies are also responsible, but this is not our idea. The SFRTA has stepped in because we are a regional transportation agency.

Board Member Inamdar inquired as to how much money has been spent and which of the partners have spent it.

Mr. Cross responded that the SFRTA is into the millions of dollars due to the preliminary design work. SFRTA is the only agency that is expending the funds.

Mr. Stephens called upon Ms. Elizabeth Walter, Budget Manager, SFRTA to report the exact amount of funds spent to date.

Ms. Walter reported that from the TIGER grant, between $3-3.5 million has already been spent. SFRTA has received $4.3 million from the City of Ft. Lauderdale, of which would be able to reimburse the remaining TIGER grant funds from the City, should this project go away.

Ms. Moore stated that this type of analysis would require review of the contract terms and finding other Partners in default. It is complicated.

Mr. Stephens stated that it was clear from the federal partners that the SFRTA is to be the sponsor of the project and they were firm on that. SFRTA has performed successfully in the past with the federal partners. Any disparagement belongs to the SFRTA and the SFRTA is in the hole by $3.5 million.

Board Member Inamdar inquired of Board Member Wolfe if FDOT had concerns.

Board Member Wolfe responded that he is currently acting as a member of the SFRTA Board and does not want to represent FDOT position on this. He did state that FDOT is a contributor of 25% of the funds.

Mr. Stephens stated that this is a regional reputation with FDOT and the future of transportation in this region. FDOT is currently looking at Phase 2 which is in the early planning stages. FDOT is going forward and requires Site "K," ideally, to be the vehicle maintenance facility and requires SFRTA to be successful with this. Then FDOT will go forward with development of Phase 2, between the convention center, the port and the airport. This leads to that and we have the full support of FDOT within the bounds of legal requirements. FDOT has been supportive.

The Chair called Ms. Debbie Griner, Transportation Manager, City of Fort Lauderdale to address the Board.

Ms. Griner stated that she can address some concerns and admitted that this requires a more in depth discussion from the City officials. She stated that the second agreement was responded to by the date of October 17th, as requested. The City has received three responses back from SFRTA to the City's comments. The City is in agreement with two of the items. The reason for yesterday's letter was to express the City's commitment to the project and that we are still working through it. The City is committed to bringing this agreement to the November 4th commission meeting. There

is one outstanding item that the legal department is still working on the wording. The November 4th deadline will be met, as requested. The agreement does address these outstanding issues that have been presented here today. Ms. Griner addressed the north loop question and clarified that the CRA has approved the funding for the $7.5 million. The City has already provided contributions to the project and in full support.

Board Member Inamdar inquired if the entire project was within the CRA boundaries?

Ms. Griner stated that it is only the Northern Loop.

Board Member Inamdar stated that the rest of the project is outside of the CRA boundary.

Ms. Griner could not confirm.

Board Member Inamdar pointed out that if they have the money, then they should put it towards the front end of the project.

Ms. Griner stated that she would review the boundaries and what the funds can be applied to. The City's contribution is being funded through the value of the site land acquisition. There is a savings in that the newer valuation is of greater value and this savings can go to the additional lines. She stated her agreement of the Board position and suggested that a City member come to speak with the Board with all the information.

Board Member Horenburger pointed out that the CRA is not part of the partnership.

Ms. Moore stated that the City also took a vote as the City Council.

Ms. Griner affirmed that the City Council did take a vote on this.

Ms. Griner confirmed the contribution of $500,000 by October 31st.

Mr. Stephens stated that the CRA is funding this Loop in total for construction, access, everything, with in the City Council. The SFRTA Governing Board still has to approve this as acceptable and address the FTA for a scope increase of the project to allow the project to occur. There are a few steps left to incorporate it with the Partnership and the project. Mr. Stephens clarified that to his understanding, the original idea was that the City would sell site "O" to All Aboard Florida and the change in ownership of "K" and then any additional funds difference would accrue to the City and be given to SFRTA for the final $7.4 million minus the value of "K".

Ms. Griner requested of the Board to allow the City to respond to all the questions prior to making a decision.

Board Member Cummings stated that he compared last month presentation with this month presentation and requested that all the Partners get a copy this presentation. He requested that a representative of all the Partners be present at every one of the SFRTA Board Meetings. He clarified that the Board has the responsibility to approve or disapprove. He stated that all the items that the County has requested: the supervisory control and data acquisitions systems; the special

double tracks going into the maintenance facility; the Third Avenue Bridge and extended life is not necessary if we do not want it. The couplers are a waste of money and I can vote today not to do it. We have the responsibility to say yes or no. Same way with the City, the original grant was for site "O". There has been a lot of confusion and it is not an easy change in the acquisition and redesign, in that it requires special track changes, station changes and moving the vehicle maintenance facility. There is a lot involved in the design where we have to spend money now. The project is already one year behind. It is not looking like the SFRTA is going to recoup any of that. What I suggest is to send a letter with all the dates outlined in the presentation to all the representatives, including the DDA, who is responsible to find money for costs overruns, by original agreement. State that this is the date we need the money. Board position should be to send the letter via hand delivery by Monday. If the City does not come back to the SFRTA at the December meeting then the Board needs to make a decision. Either we can this grant or we unilaterally make the decision that all these extras are not going to be done. The system was approved and grant given based on the original design. That is what we need to do and the City needs to understand that is what we are going to do. Here is the date, come up with the money or forget it.

Board Member Horenburger agreed with Mr. Cummings.

Board Member Fray agreed with Mr. Cummings.

The Chair asked if there was a motion to send a letter.

**Board Member Cummings moved to send a letter to the City stating the dates the project money is due and to have a representative attend the SFRTA Board meeting in December. The motion was seconded by board Member Marie Horenburger.**

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

Board Member Horenburger requested to be kept apprised of the letter and responses and briefed on the responses prior to the December meeting.

Board Member Cummings requested a deadline date for a response as November 30th. He also requested that Broward County be notified.

## 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

Board Member Cummings requested an update on the Maintenance Of Way and the Operations Center.

Mr. Daniel Mazza, Director of Engineering and Construction, SFRTA reported that the MOW received two bids and the bids were more than what the FDOT had budgeted for the maintenance. There have been discussions with FDOT for a way to award the contract. The SFRTA will be modifying the operating agreement in the next couple of weeks with FDOT to address the modifications. We are looking at awarding the MOW contract at the December 5th Board Meeting. The SFOMA operating agreement has been extended for 3-months.

Mr. Mazza continued that the Operations Center is still under a "Cone of Silence."
He stated that four proposals have been received and the evaluation committee is in the process of reviewing the proposals.

Ms. Moore stated to the Board that some members of the evaluation committee are present and cautioned those on what can be said.

Board member Cummings outlined the process of the review and the formula.

Ms. Moore stated that the award is anticipated to be presented to the Board in December.

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 – September

B. RIDERSHIP GRAPHS – September

Mr. Stephens reported that ridership is increasing and thus the insurance rates are increasing due to the additional risk.

Mr. Stephens reported that there have been 250 DAV Easy Card issued.

C. ON-TIME PERFORMANCE GRAPHS – September

D. MARKETING MONTHLY SUMMARY – September

E. BUDGETED INCOME STATEMENT - September

F. PAYMENTS OVER $2,500.00 – September

G. REVENUE AND FARE EVASION REPORTS – September

H. SOLICITATION SCHEDULE – September

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

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

K. PROPERTY TASK FORCE – PROJECT SCHEDULE - N/A

L. SECURITY REPORT - September

M. EXPIRING CONTRACTS - September

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

OTHER BUSINESS

The Chair requested an update on the MIC.

Mr. Mazza reported that the MIC has been delayed due to the FDOT District 6 contractor. Turner Construction has had issues and the MIC is not ready for a punch list. There are three areas of concern. One is the track and signal, of which we have adjusted points and fully reviewed the track condition. This is in order and trains can now safely run. There is NW 25$^{TH}$ Street, FDOT was to close that down and the road is close to the edge of the platform and the Amtrak trains are too long. There has to be a detour of the route in effect for 30-45 minutes. The grade crossing has safety concerns as to the location of the sidewalks. Signs and traffic signals are in the way of our signals. We met with District 6 and we have a way forward to get those issues done and possibly some long term fixes. The third area is to safely have revenue operating service and people in the station area before the trains can run. Revenue service can begin, optimistically by year end.

The Chair noted that the length of the train is an Amtrak problem.

Mr. Stephens mentioned that staff is working with Carl Feiler of FDOT District 6. District 4 is also involved. Our goal is to have a safe operation in the area.

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Stephens commented about Site "K," from the presentation. He stated that access has been languishing. Staff reached out to FECR, Jim Hertwig and FECI, Vince Signorello to make it happen. We are now able to get access to the site to get NEPA clearance.

Mr. Stephens stated that staff has been making efforts for DBE outreach.

Ms. Diane Hernandez Del Calvo, Director of Administration, SFRTA gave an update to the Board in the DBE program outreach efforts.

Ms. Loraine Cargill, Manager of Planning and Capital Development, SFRTA gave an update on Conference of Minority Transportation Officials (COMTO) efforts. Ms. Cargill is also President of the Ft. Lauderdale Chapter of COMTO. The mission is to advance minority businesses within the transportation industry. The Chapter has teamed up with SFRTA to host a "Small and Disadvantaged Business Forum," on November 13th, from 8:30 am to noon. The focus is to provide an opportunity for small business to meet, network and team up with contractors and consultant business within the local region. Small business will be provided with information about US Department of Transportation bonding program, and information will be provided on the upcoming contracting opportunities. All tri-counties will have representatives present.

LEGAL COUNSEL COMMENTS

Ms. Moore commented on Board Member Frank Frione abstention from voting last month on the General Engineering Consultant item that was due to a conflict of interest. Ms. Moore read into the record the reason for abstention, pursuant to Florida law and ethics policy and that Mr. Frione correctly filed the necessary form with the Board Secretary stating the nature of the conflict. The reason for abstaining from the vote was, "due to a potential business contract between Kimley-Horn and GFA, International."

CHAIR COMMENTS

BOARD MEMBER COMMENTS

Board Member Frey reported that the City of Miami Commission directed the planning board to consider recommendations to exempt parking requirements for buildings within ½ mile of all train stations. This is an interesting milestone and other cities may wish to consider.

ADJOURNMENT

There being no further business the meeting adjourned at 11:25 a.m.

Tracking No. 12051448 AGENDA ITEM NO. R1

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

☐ Consent ☒ Regular

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2015 STATE LEGISLATIVE PLAN

REQUESTED ACTION:

MOTION TO APPROVE:

(A) South Florida Regional Transportation Authority's (SFRTA) State Legislative Plan for Fiscal Year 2015-16 and direct staff to work with the appropriate agencies and elected local and state representatives to implement the recommended initiatives.

(B) Delegate authority to a person to be selected by the SFRTA Governing Board to make changes to the FY 2015-16 State Legislative Plan during the legislative session and to report any changes to the Board at each regularly-scheduled Board meeting.

SUMMARY EXPLANATION AND BACKGROUND:

South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) are directed in Chapter 343.58 (4) (d), Florida Statutes to cooperate in an effort to identify and implement an alternate dedicated funding source before July 1, 2019.

SFRTA staff along with our tri-county and state legislative consultants will work to develop a State Legislative Plan, to include exploring alternate funding source opportunities. SFRTA staff will then meet with FDOT staff on December 9, 2014 in Tallahassee to discuss coordination of effort, options and opportunities to include in our efforts as part of the FDOT Legislative Agenda.

We anticipate a focus on foundation legislation that will support the SFRTA's and FDOT's joint efforts to secure dedicated funding as per the statute.

(Continued on Page 2)

Department: Executive
Project Manager: Vicki A. Wooldridge

Department Director: Jack Stephens
Procurement Director: N/A

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: Exhibit 1 - Chapter 343.58 (4) (d), Florida Statutes
Exhibit 2 - Legislative Agenda

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FISCAL YEAR 2015-16 STATE LEGISLATIVE PLAN

SUMMARY EXPLANATION AND BACKGROUND (Continued):

Upon Board approval, staff will coordinate with SFRTA legislative consultants for successful passage and/or prioritization of legislative items. Staff will provide updates of the status to the requested designated Board representative of the State Legislative Plan upon commencement of the FY 2015-16 Florida Legislative Session which will occur from March to May, 2015,.

In addition to specific items included in this package, SFRTA will support compatible legislative efforts of Florida Department of Transportation, Florida Public Transportation Association, Broward, Miami-Dade and Palm Beach Counties, and additional transportation and land use stakeholders in South Florida.

AGENDA ITEM NO. R1

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FISCAL YEAR 2015-16 STATE LEGISLATIVE PLAN

Recommended by:_____
Department Director Date

Approved by:_____
Contracts Director Date

Authorized by:_____ 11/26/14
Executive Director Date

Approved as to Form by:_____ 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Marie Horenburger | ____Yes ____ No |
| Commissioner Bruno Barreiro | ____Yes ____No | Nick A. Inamdar | ____ Yes ____ No |
| James A. Cummings | ____Yes ____No | James A. Scott | ____Yes ____No |
| Andrew Frey | ____Yes ____ No | James A. Wolfe, P.E. | ____Yes ____No |
| Frank Frione | ____ Yes ____ No | | |

EXHIBIT 1

(b) Funding required by this subsection may not be provided from the funds dedicated to the Florida Rail Enterprise under s. 201.15(1)(c)1.d.

(c)1. Funds provided to the authority by the department under this subsection may not be committed by the authority without the approval of the department, which may not be unreasonably withheld. At least 90 days before advertising any procurement or renewing any existing contract that will rely on state funds for payment, the authority shall notify the department of the proposed procurement or renewal and the proposed terms thereof. If the department, within 60 days after receipt of notice, objects in writing to the proposed procurement or renewal, specifying its reasons for objection, the authority may not proceed with the proposed procurement or renewal. Failure of the department to object in writing within 60 days after notice shall be deemed consent. This requirement does not impair or cause the authority to cancel contracts that exist as of June 30, 2012.

2. To enable the department to evaluate the authority's proposed uses of state funds, the authority shall annually provide the department with its proposed budget for the following authority fiscal year and shall provide the department with any additional documentation or information required by the department for its evaluation of the proposed uses of the state funds.

(d) Funding required by this subsection shall cease upon commencement of an alternate dedicated local funding source sufficient for the authority to meet its responsibilities for operating, maintaining, and dispatching the South Florida Rail Corridor. The authority and the department shall cooperate in the effort to identify and implement such an alternate dedicated local funding source before July 1, 2019. Upon commencement of the alternate dedicated local funding source, the department shall convey to the authority a perpetual commuter rail easement in the South Florida Rail Corridor and all of the department's right, title, and interest in rolling stock, equipment, tracks, and other personal property owned and used by the department for the operation and maintenance of the commuter rail operations in the South Florida Rail Corridor.

(5) The current funding obligations under subsections (1), (3), and (4) shall cease upon commencement of the collection of funding from the funding source under subsection (2). If the funding under subsection (2) is discontinued for any reason, the funding obligations under subsections (1) and (3) shall resume when collection from the funding source under subsection (2) ceases. Payment by the counties shall be on a pro rata basis the first year following cessation of the funding under subsection (2). The authority shall refund a pro rata share of the payments for the current fiscal year made pursuant to the current funding obligations under subsections (1) and (3) as soon as reasonably practicable after it begins to receive funds under subsection (2). If, by December 31, 2015, the South Florida Regional Transportation Authority has not received federal matching funds based upon the dedication of funds under subsection (1), subsection (1) shall be repealed.

(6) Before the authority undertakes any new capital projects or transit system improvements not approved by the authority board, and not identified in the authority's 5-year capital program, on or before July 1, 2012, the authority shall ensure that the funding available to the authority under this section, together with any revenues available to the authority, are currently, and are anticipated to continue to be, sufficient for the authority to meet its obligations under any agreement through which federal funds have been or are anticipated to be received by the authority.

## 2015 STATE LEGISLATIVE AGENDA ITEMS

Exhibit II

SFRTA will be seeking continued support, when appropriate, for the following items:

- A dedicated source of local funding with the support and assistance of the Florida Department of Transportation; and
- Protecting the Florida Transportation Trust Fund.

SFRTA will also monitor legislation affecting the following issues, in conjunction with other stakeholders including the Florida Public Transportation Association and the Florida League of Cities:

- Maintain funding of the Transportation Disadvantaged Trust Fund protection;
- Allow the Community and State College system to levy a student transportation fee by vote of the students and Board of Trustees, as now allowed by the State University System;
- Funding for Medicaid Eligible transportation;
- Public-Private Partnerships;
- State Contracts and Procurement;
- Florida Retirement System
- Public Records and Sunshine Laws.

Tracking No. 12051449 AGENDA ITEM NO. R2

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

☐ Consent ☒ Regular

AGREEMENT NO. 15-003
GOODMAN PUBLIC RELATIONS, INC.
CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 15-003 between South Florida Regional Transportation Authority (SFRTA) and Goodman Public Relations, Inc., for corporate & community outreach and marketing services, through June 30, 2019, in the maximum not-to-exceed amount of $2,500,000.00.

SUMMARY EXPLANATION AND BACKGROUND:

On September 5, 2014, the SFRTA advertised a Request for Proposal (RFP) for corporate & community outreach and marketing services. The intent of the RFP was to obtain a full-service, experienced and versatile corporate & community outreach and marketing firm that demonstrates competence in many areas and can raise the visibility of, and reinforce regional awareness of, Tri-Rail. The Evaluation and Selection Committee consisted of Diane Hernandez Del Calvo, Director of Administration; Renee Matthews, Director of Information Technology/Comptroller and Victor Garcia, Corporate and Community Outreach Manager.

Five firms submitted responses to the RFP. On October 15, 2014, the Evaluation and Selection Committee met to perform the evaluation. Goodman Public Relations, Inc. received the highest evaluation scores and highest ranking from the Committee. Based on these results, the Evaluation and Selection Committee recommends approval of Agreement No. 15-003 with Goodman Public Relations, Inc. for a contract term of 5 years, from the date of the Notice to Proceed through June 30, 2019, in the total not-to-exceed amount of $2,500,000.00.

Department: Corporate Community Outreach
Project Manager: Diane Hernandez Del Calvo

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

FISCAL IMPACT: Funding will be available in SFRTA's FY 2015 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1 – Agreement No. 15-003 ( ftp://www.sfrta.fl.gov )
Exhibit 2 - Evaluation and Selection Committee Recommendation

AGENDA ITEM NO. R2

AGREEMENT NO. 15-003
GOODMAN PUBLIC RELATIONS, INC.
CORPORATE & COMMUNITY OUTREACH AND MARKETING SERVICES

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Recommended by: _____ 11/26/14
Department Director Date

Approved by: _____ 11/26/14
Procurement Director Date

Authorized by: _____ 11/26/14
Executive Director Date

Approved as to Form by: _____ 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Marie Horenburger | ____Yes ____No |
| Commissioner Bruno Barreiro | ____Yes ____No | Nick A. Inamdar | ____Yes ____ No |
| James A. Cummings | ____Yes ____No | James A. Scott | ____Yes ____No |
| Frank Frione | ____Yes ____No | James A. Wolfe, P.E. | ____Yes ____No |
| Andrew Frey | ____Yes ____No | | |

**EXHIBIT 2**

**Date:** **October 15, 2014**

**To:** **Jack L. Stephens, Executive Director**

**From:** **Evaluation and Selection Committee**

**Subject:** **RFP 15-003 "Corporate & Community Outreach and Marketing Services" Evaluation and Selection Committee Recommendation**

The purpose of this memorandum is to present to the Executive Director for approval Goodman Public Relations, Inc. as the Evaluation and Selection Committee's recommended firm for the subject solicitation. Upon the Executive Director's concurrence with the Evaluation and Selection Committee's recommendation, an Agreement shall be presented to the SFRTA Board for approval.

**Nature of Procurement**

SFRTA is seeking a qualified firm to provide public relations, public information, marketing, and advertising services. The term of the Agreement will be from Notice to Proceed through June 30, 2019.

**Procurement History**

SFRTA began advertising this Request for Proposal (RFP) on September 5, 2014. Advance notice was sent to eighteen (18) firms from SFRTA's vendor database/referral list. The RFP was also publicly advertised in three (3) local newspapers. Nineteen (19) firms obtained the RFP document and five (5) submittals were received on October 3, 2014.

The RFP submittals were from the following:

- Conceptual Communications
- Global-5, Inc.
- Goodman Public Relations, Inc.
- Mad 4 Marketing, Inc.
- Upscale Events by Mosaic, LLC (The Mosaic Group)

An Evaluation and Selection Committee was approved by the SFRTA Executive Director on September 9, 2014 consisting of the following members:

- Diane Hernandez Del Calvo, Director of Administration/EEO Officer
- Renee Matthews, Director of Information Technology/Comptroller
- Victor Garcia, Corporate & Community Outreach Manager

The five (5) submittals received were all deemed to be responsive to the RFP and were forwarded to the Committee for review. After an individual review of the RFP submittals, the Committee met on October 15, 2014. The evaluation and selection was performed in accordance with the evaluation criteria listed in Exhibit 1 of the RFP as follows:

1. Qualifications and Experience (Maximum 25 points)
2. Personnel (Maximum 20 points)
3. Approach (Maximum 35 points)
4. Cost (Maximum 20 points)

**Analysis**

During the evaluation the Committee discussed the RFP submittal strengths and weaknesses for each criterion. After combining the technical and price evaluation scores, Goodman Public Relations, Inc. received the highest score and ranking from the Evaluation and Selection Committee as listed below:

1. Project Team has 17 years of experience working with SFRTA;
2. Owner of firm is proposed Account Manager for contract;
3. Demonstrated effectiveness for a variety of client campaigns;
4. Well versed in the Agency's marketing objectives;
5. Team has won numerous awards for SFRTA/Tri-Rail campaigns;
6. Proposed creative concepts for the future;
7. Well qualified team of personnel for this contract; and
8. Lowest cost price proposal.

**Determination**

For the reasons set forth above, the Evaluation and Selection Committee has recommended Goodman Public Relations, Inc. as the top ranked firm for award of RFP No. 15-003 for "Corporate & Community Outreach and Marketing Services".

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

Diane Hernandez Del Calvo, Director
Administration/EEO Officer

Chris Bross, Director
Procurement

Jack L. Stephens
Executive Director

Tracking No. 12051450 AGENDA ITEM NO. R3

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014
AGENDA ITEM REPORT

☐ Consent ☒ Regular

# AGREEMENT WITH CITY OF BOCA RATON FOR ADDITIONAL SHUTTLE BUS SERVICE FOR THE BOCA CENTER SHUTTLE ROUTE

## REQUESTED ACTION:

MOTION TO APPROVE: Agreement between South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton (City) to provide additional service on the Boca Center Shuttle route.

## SUMMARY EXPLANATION AND BACKGROUND:

The City has recently received a Transit Service Development Grant from the Florida Department of Transportation (FDOT) to provide additional peak service on the existing Boca Center Shuttle route operated by SFRTA.

The Boca Center Shuttle provides important connections from the Boca Raton Tri-Rail Station to Lynn University, Boca Town Center Mall, and other educational and employment destinations in the Boca Town Center area. One of SFRTA's oldest routes, the Boca Center Shuttle averages over 16 passengers per hour and is approaching capacity, particularly in the mornings. The proposed Agreement would allow additional weekday service to operate from 6:30 a.m. to 10:30 a.m. and then again from 3:30 p.m. to 7:30 p.m. Headways would be lowered from approximately 20 to 35 minutes during these times.

The Transit Service Development Grant will fund additional shuttle bus service for two (2) years in the amount of $221,468, which is approximately 100% of the two-year operating cost for the route so there is no cost to SFRTA for providing this additional service. The proposed Agreement will provide for additional service to begin January 5, 2015 and expire January 4, 2017.

SFRTA's existing Shuttle Bus contract allows service to be added quickly and efficiently. Staff recommends entering into an Agreement with the City to operate the additional peak service on the Boca Center Shuttle route.

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

FISCAL IMPACT: There is no fiscal impact to SFRTA's 2014/2015 Operating Budget

EXHIBITS ATTACHED: Exhibit 1 - Agreement with City of Boca Raton for Additional Shuttle Bus Service for the Boca Center Shuttle Route

AGENDA ITEM NO. R3

AGREEMENT WITH CITY OF BOCA RATON FOR
ADDITIONAL SHUTTLE BUS SERVICE FOR
THE BOCA CENTER SHUTTLE ROUTE

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Recommended by: B Cross 11/26/14
Department Director Date

Approved by: 11/26/14
Procurement Director Date

Authorized by: 11/26/14
Executive Director Date

Approved as to Form by: 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Andrew Frey | _____Yes _____No |
| Commissioner Bruno Barreiro | ____Yes ____No | Nick A. Inamdar | _____Yes _____No |
| James A. Cummings | ____Yes ____No | James A. Scott | _____Yes _____No |
| Frank Frione | ____Yes ____No | James A. Wolfe, P.E | _____Yes _____No |
| Marie Horenburger | ____Yes _____No | | |

EXHIBIT 1

**AGREEMENT**
Between
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
And
**CITY OF BOCA RATON**
For
**ADDITIONAL SHUTTLE BUS SERVICE**
**FOR THE BOCA CENTER SHUTTLE ROUTE**

THIS AGREEMENT (the "Agreement") is between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33rd St., Pompano Beach, Florida 33064 (hereinafter referred to as the "**SFRTA**"), and the CITY OF BOCA RATON, 201 W. Palmetto Park Rd., Boca Raton, FL 33432 (hereinafter referred to as the "**CITY**").

WITNESSETH:

**WHEREAS, SFRTA** currently operates one (1) shuttle bus service on the existing Boca Center Shuttle Route (the "Existing Service") pursuant to an agreement dated February 26, 2004, between SFRTA and the 485 Properties, LLC, and the route has successfully and consistently met the seven (7) passengers per hour minimum thresholds for ridership set by the **SFRTA**; and

**WHEREAS,** the **CITY** has received a Florida Department of Transportation ("FDOT") Transit Corridor Grant ("Grant Funding') to provide two (2) years of operating funding for additional shuttle bus service on the existing Boca Center Shuttle Route (the "Additional Service"); and

**WHEREAS**, Grant Funding in the total amount of $221,468 (for two years) is being provided by FDOT to the **CITY** through a Joint Participation Agreement ("JPA") (ARC34) dated April 23, 2014, for the Southwest Planning Area Shuttle, which the **CITY** will use to compensate **SFRTA** for providing the Additional Service on the Boca Center Shuttle Route; and

**WHEREAS, SFRTA** wishes to assist the **CITY** by operating the Additional Service on the existing Boca Center Shuttle Route to provide enhanced service for Tri-Rail's passengers;

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

ARTICLE 1 – ADDITIONAL SHUTTLE BUS SERVICES

1.1 **SFRTA** shall provide the Additional Service on a staggered schedule with the Existing Service on the Boca Center Shuttle Route as identified on the "Boca Center Shuttle Route Map," which is attached hereto as Exhibit "A" and made a part thereof. The Boca Center Shuttle Route may be amended for the Additional Service upon agreement of the parties' Project Managers. Such service route changes shall not increase the total amount of funding **SFRTA** has committed to provide to supplement FDOT's Grant Funding as set forth in Article 3 and such service route

changes shall not exclude **SFRTA**'s Boca Raton Tri-Rail Station as the route's point of origin. If the parties agree to a service route change for the Additional Service, **SFRTA** shall have sixty (60) days' from the approval date to coordinate the route change with its shuttle bus service contractor. **SFRTA** may make changes to the Existing Service after consultation with the **CITY**, but it shall not change the service route without the prior written consent of the **CITY**.

1.2 The Additional Service shall be equipped with seating for 20 or more seated passengers, fully air conditioned, fully enclosed, ADA compliant, and capable of carrying at least two standard bicycles.

1.3 The Additional Service hours to be provided by **SFRTA** shall be on a staggered schedule with the Existing Service on weekdays between the hours of approximately 6:30 a.m. and 10:30 a.m. and between the hours of 3:30 p.m. and 7:30 p.m. to decrease the headways on the existing Boca Center Shuttle Route.

## ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by both parties. The term of this Agreement shall be for two (2) years commencing on January 5, 2015, and expiring on January 4, 2017. unless the Project Managers for the parties agree to a later service commencement date.

2.2 The **CITY** understands that **SFRTA** will not fund the Additional Service beyond the two-year term of this Agreement. If the **CITY** wishes **SFRTA** to continue providing the Additional Service beyond the end of the term of this Agreement, the parties will enter into a new agreement in which the **CITY** shall provide the funding for continuation of the Additional Service.

## ARTICLE 3 – COMPENSATION

3.1 **SFRTA** shall annually supplement FDOT's Grant Funding by paying the difference between the cost of the service charged by its shuttle bus contractor for the Additional Service and the annual Grant Funding amount ($110,734), which supplemental amount is currently estimated to be approximately $4,000 per year. This estimate is based on 2080 operating hours at a current rate of $55.00/hour. In addition, **SFRTA** shall pay for any increases in the cost of service over the annual Grant Funding amount, which is charged by the shuttle bus contractor either due to a change in contractor or due to a scheduled cost increase pursuant to the shuttle bus contractor's agreement with **SFRTA**. The supplemental funding described above shall be the maximum amount **SFRTA** shall contribute to the Additional Service.

3.2 **SFRTA** shall invoice the **CITY** quarterly for the Additional Service provided in the prior three (3) months. All reimbursement requests shall be in a form acceptable to FDOT and shall include sufficient documentation of the expenses to meet the JPA requirements for payment by FDOT so that the **CITY** may be reimbursed by the Grant Funding. The **CITY** shall pay properly documented invoices within forty-five (45) days from the date of receipt of an invoice. The **CITY** has thirty (30) days from date of receipt of an **SFRTA** invoice to review; accept or deny

the invoice for any reason; and notify **SFRTA** in writing of specific deficiencies so that **SFRTA** may resubmit a corrected invoice to the **CITY**.

3.3 **SFRTA,** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, **SFRTA**'s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by **SFRTA**'s Governing Board and the **CITY's** obligation to purchase such service shall be contingent upon an annual appropriation of Transit Corridor Grant funds by FDOT and the **CITY**.

## ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 The **CITY**'s Project Manager for this Agreement shall be the Director of Municipal Services of the **CITY** or a designee. **SFRTA**'s Project Manager shall be the Operations Project Manager, or a designee.

4.2 **SFRTA** shall report the Boca Center Shuttle Route operating data as part of its National Transit Database ("NTD") reporting responsibilities. **SFRTA** shall provide monthly ridership reports to the **CITY** no later than the 20th day of each month.

4.3 **SFRTA** shall be responsible for meeting all FDOT Transit Corridor Grant requirements as contained in the JPA that are expressly made applicable to the **CITY**'s contractor. A copy of the JPA is incorporated by reference and attached hereto as Exhibit "B".

## ARTICLE 5 – INSURANCE

5.1 **SFRTA's** shuttle bus contractor shall carry liability and automobile insurance coverage with the following minimum limits:

Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include:

- Premises and/or Operations;
- Independent Contractors;
- Products and/or Completed Operations.

Business Automobile Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employees' non-ownership; and,
- Personal Injury, Property Damage, Uninsured Motorist, Collision, and Comprehensive Coverages. .

5.2 **SFRTA** will also require that its shuttle bus contractor name the **CITY** and FDOT as additional insureds on the contractor's insurance policies and provide the **CITY** with a certificate of insurance and Additional Insured Endorsement. **SFRTA** will require its contractor to provide updated certificates and endorsements to the **CITY** annually on this Agreement's anniversary date.

## ARTICLE 6 - TERMINATION

6.1 If, through any cause within the reasonable control of **SFRTA, SFRTA** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, the **CITY** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default to avoid termination hereunder. **SFRTA** shall have thirty (30) days to cure said default or such additional period authorized by the **CITY**. In the event that **SFRTA** shall not have cured said default to the satisfaction of the **CITY** by such deadline, then this Agreement may be terminated by the **CITY** upon notice of termination to **SFRTA**.

6.2 If, through any cause within the reasonable control of the **CITY**, the **CITY** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **SFRTA** may thereupon give written notice to the **CITY** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. The **CITY** shall have thirty (30) days to cure or such additional period authorized by **SFRTA**. In the event that the **CITY** shall not have cured said default to the satisfaction of **SFRTA** by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to **CITY**.

6.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time by giving thirty (30) days written notice to the other of its intent to terminate for convenience. In the event of a termination for convenience by either party, the **CITY** shall pay **SFRTA** for any Additional Services performed under this Agreement up to the date of termination for which **SFRTA** has not been previously paid.

## ARTICLE 7 – CHANGES AND MODIFICATIONS

Modifications to this Agreement must be made in the form of a written amendment signed by the **CITY** and **SFRTA.** The parties agree that route changes and annual adjustments in the Contract Rate provided for in this Agreement shall be considered modifications requiring a written amendment to this Agreement. **SFRTA** may not assign this Agreement to another party without prior written approval of the **CITY**.

## ARTICLE 8 - NOTICES

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

**For CITY**:

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

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

**For SFRTA**:

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

with a copy to:
South Florida Regional Transportation Authority
Attn: General Counsel
800 NW 33rd Street
Pompano Beach, FL 33064

## ARTICLE 9 – STATE LAW AND VENUE

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

## ARTICLE 10 – FORCE MAJEURE

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

period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

## ARTICLE 11 – SUCCESSORS AND ASSIGNS

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

## ARTICLE 12 – JOINT PREPARATION

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

## ARTICLE 13- SOVEREIGN IMMUNITY

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

## ARTICLE 14 –WHEREAS CLAUSES

The contents of the whereas clauses stated above are true and correct and are hereby incorporated into the body of this Agreement by this reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**CITY OF BOCA RATON**

Date: _____

_____
City Clerk

By: _____
Susan Haynie, Mayor

Approved as to Form and Legal Sufficiency:

By: _____
City Attorney

ATTEST:

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

Date: _____

_____
Jack Stephens, Executive Director

By: _____
Bruno Barreiro, Chair

Approved as to Form and Legal Sufficiency:

By: _____
Teresa J. Moore, General Council

Approved by City Commission on ___, 2014, Item # _

**EXHIBIT "A"**
**BOCA RATON SHUTTLE ROUTE**
**MAP**

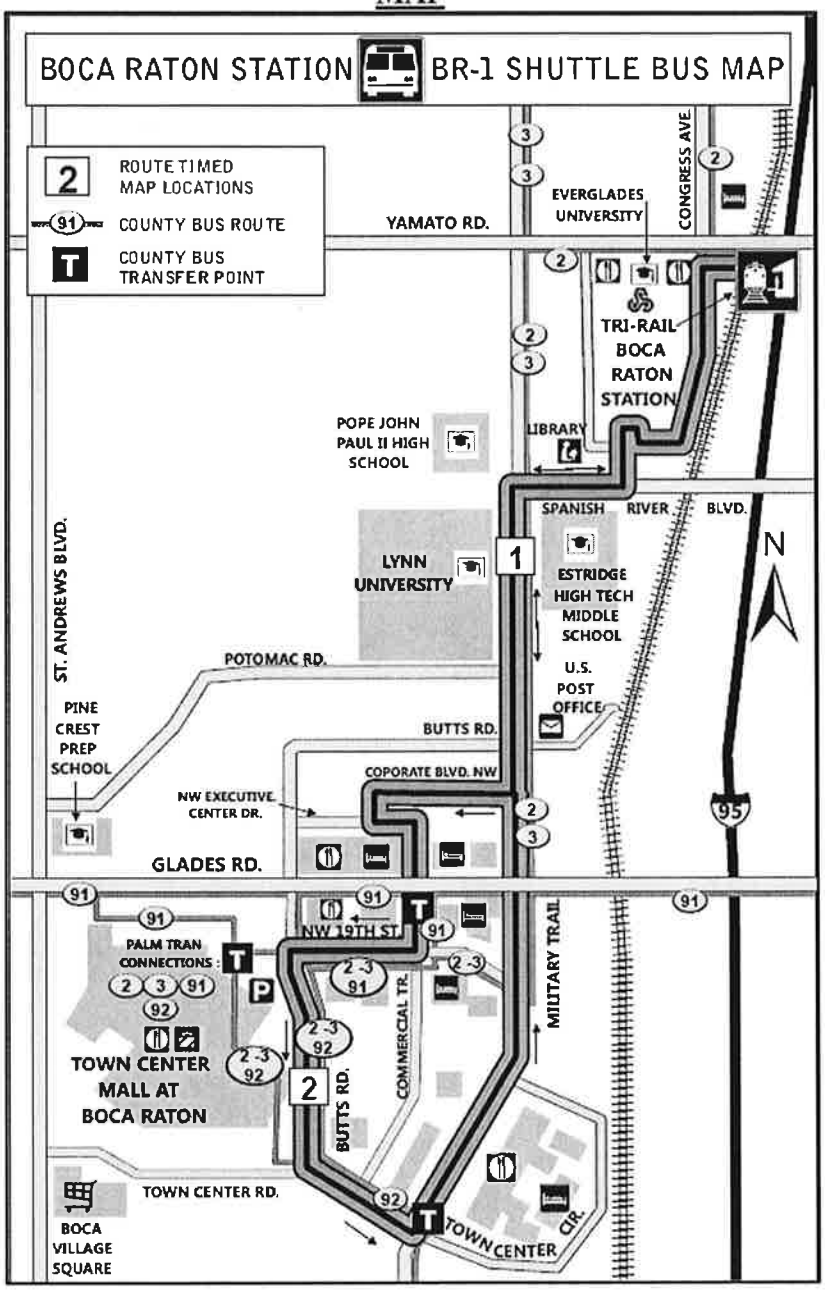

**EXHIBIT "B"**
**FLORIDA DEPARTMENT OF TRANSPORTATION**
**TRANSIT CORRIDOR GRANT (JPA)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

| | | |
|---|---|---|
| Financial Project Number(s): (item-segment-phase-sequence) 434522-1-84-01 | Fund: DPTO | FLAIR Category.: 088774 |
| | Function: 215 | Object Code: 750013 |
| | Federal Number: | Org. Code: 55042010429 |
| Contract Number: ARC35 | DUNS Number: 80-939-7102 | Vendor No.: VF596000279004 |
| CFDA Number: | Agency DUNS Number: | CSFA Number: 55.013 |
| CFDA Title: | | CSFA Title: Transit Corridor Grant |

THIS AGREEMENT, made and entered into this 23 day of April, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Boca Raton 201 West Palmetto Road, Boca Raton, FL 33432 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 03/31/16 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

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 to grant two years of operating funding for enhanced service for the shuttle currently operated by the South Florida Regional Transportation Authority (SFRTA) between the Boca Raton Tri-Rail Station and the Southwest Planning Area in Boca Raton. Total amount may be supplemented for additional years of operations, contingent upon project performance and availability of funds;

and as further described in Exhibit(s) A,B,C,D 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. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

**3.00 Project Cost**: The total estimated cost of the project is $ 221,468.00 . 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 $ 221,468.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total 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 adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department 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 Project Budget and Payment Provisions:**

**5.10 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 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, or Amendment thereto, and is approved by the Department Comptroller.

**5.20 Payment Provisions:** Unless otherwise allowed, 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.

**6.00 Accounting Records:**

**6.10 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". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) 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 Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.30 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.

**6.40 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.

**6.50 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.

**6.60 Audit Authority:** In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five 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.

**6.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised 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 as revised, 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.

**6.62 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 non-state 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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(8), 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 non-state 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 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   FDOT District 4 , Office of Modal Development
   3400 W. Commercial Blvd.
   Ft. Lauderdale, FL 33309

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, 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 as revised.

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 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, 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:

   FDOT District 4 , Office of Modal Development
   3400 W. Commercial Blvd.
   Ft. Lauderdale, FL 33309

   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 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

   FDOT District 4 , Office of Modal Development
   3400 W. Commercial Blvd.
   Ft. Lauderdale, FL 33309

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:

   FDOT District 4 , Office of Modal Development
   3400 W. Commercial Blvd.
   Ft. Lauderdale, FL 33309

   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:

   FDOT District 4 , Office of Modal Development
   3400 W. Commercial Blvd.
   Ft. Lauderdale, FL 33309

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 as revised, 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 as revised 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.

**6.63 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.

**6.64 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.

**6.65 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. The Department may waive or modify this section as appropriate.

**7.00 Requisitions and Payments:**

**7.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 Public Transportation Office 3400 W. Commercial Blvd., Ft Lauderdale, FL , FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

**7.14** Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-01.*** The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**7.15** 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.

**7.20 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:

**7.21 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;

**7.22 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;

**7.23 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;

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

**7.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

**7.26 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."

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

**7.40 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.

**8.00 Termination or Suspension of Project:**

**8.10 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 7.21 to 7.26 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.

**8.11 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.

**8.12** 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.

**9.00 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.

**10.00 Contracts of the Agency:**

**10.10 Third Party Agreements:** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. 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. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

**10.20 Procurement of Personal Property and Services:**

**10.21 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 287.055, 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 Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

**10.22 Procurement of Commodities or Contractual Services:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

**10.30 Disadvantaged Business Enterprise (DBE) Policy:**

**10.31 DBE Policy:** The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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.*)

**10.40** 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.

**11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 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.

**11.20 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.

**11.30 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 employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 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.

**11.50 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.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

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

**12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations:** Execution of this Joint Participation Agreement constitutes a certification by theAgency 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.

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

**12.30 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.

**12.40 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.

**12.50 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.

**12.60 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.

**12.70 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.

**12.71 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.

**12.80 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.

**12.90 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.

**13.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;

b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and

d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 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.

**15.00 Appropriation of Funds:**

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

**15.20 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."

**16.00 Expiration of Agreement:** The Agency agrees to complete the project on or before 03/31/16. 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 02/29/16. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

**16.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**17.00 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.

**18.00 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.

**19.00 Restrictions on Lobbying:**

**19.10 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**20.00 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 Division of Consumer Services at 1-877-693-5236.

**21.00 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.

**22.00 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.

**23.00 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.

**24.00 Public Records:**

The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Specifically, if the Agency is acting on behalf of a public agency the Agency shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Agency.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Agency upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Agency and shall promptly provide the Department a copy of the Agency's response to each such request.

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

AGENCY

City of Boca Raton
AGENCY NAME

Susan Whelchel
SIGNATORY (PRINTED OR TYPED)

Susan Whelchel
SIGNATURE

Mayor
TITLE

FDOT

Gerry O'Reilly
DEPARTMENT OF TRANSPORTATION

Gerry O'Reilly, P.E.
TITLE

Lanice C. Mayes
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller 2-27-14

Financial Project No. 434522-1-84-01

Contract No. ARC35

Agreement Date 23 April 2014

# 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 City of Boca Raton
201 West Palmetto Park Road Boca Raton ,FL 33432
referenced by the above Financial Project Number.

PROJECT LOCATION:

Boca Raton, Palm Beach County, Florida

PROJECT DESCRIPTION:

Enhanced service for the shuttle currently operated by the South Florida Regional Transportation Authority (SFRTA)between the Boca Raton Tri-Rail Station and the Southwest Planning Area in Boca Raton.

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.

1.) Provide project budget and project description, including route maps and hours of operation, in TransCIP. If any changes occur to the budget or route funded by this state grant please update TransCIP and submit in writing the change(s) to FDOT project manager prior to modifcation of existing approved route, operation, or project budget.
2.) Submit an invoice quarterly.
3.) Submit quarterly reports in TransCIP
4.) Project is subject to Annual On-Site review by FDOT PM.
5.) Report any ridership data in quarterly report.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

Financial Project No. 434522-1

Contract No. ARC35

Agreement Date 23 April 2014

# 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 City of Boca Raton

201 West Palmetto Park Road Boca Raton ,FL 33432

referenced by the above Financial Project Number.

| | | | | | | |
|---|---|---|---|---|---|---|
| I. | PROJECT COST: | | | | | $221,468.00 |
| | TOTAL PROJECT COST: | | | | | $221,468.00 |
| II. | PARTICIPATION: | | | | | |
| | Maximum Federal Participation | | | | | |
| | N/A | ( 0 | %) | or | $ | 0 |
| | Agency Participation | | | | | |
| | In-Kind | ( 0 | %) | or | $ | 0 |
| | Cash | ( 0 | %) | or | $ | 0 |
| | Other | ( 0 | %) | or | $ | 0 |
| | Maximum Department Participation, | | | | | |
| | Primary | | | | | |
| | DPTO | ( | %) | or | $ | 221,468.00 |
| | Federal Reimbursable N/A | ( 0 | %) | or | $ | 0 |
| | Local Reimbursable N/A | ( 0 | %) | or | $ | 0 |
| | TOTAL PROJECT COST: | | | | | $221,468.00 |

Financial Project No. 434522-1-84-01

Contract No. ARC35

Agreement Date 23 April 2014

# 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 City of Boca Raton

201 West Palmetto Park Road Boca Raton ,FL 33432

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**

X 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. 434522-1-84-01

Contract No. ARC 35

Agreement Date 23 April 2014

# 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**

| Federal Agency | Catalog of Federal Domestic Assistance (Number & Title) | Amount |
|---|---|---|
| N/A | N/A | $N/A |

Compliance Requirements

N/A

**STATE RESOURCES**

| State Agency | Catalog of State Assistance (Number & Title) | Amount |
|---|---|---|
| FDOT | 55.013 | $221,468.00 |

Compliance Requirements

A final report from the grantee will be provided and approved by the District Office before submission of the final invoice for the project. The report shall include, at a minimum: a description of the project history, summarization of its successes, problems encountered, and recommendations for future implementation.

Matching Resources for Federal Programs

| Federal Agency | Catalog of Federal Domestic Assistance (Number & Title) | Amount |
|---|---|---|
| N/A | N/A | $N/A |

Compliance Requirements

N/A

**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.**

Tracking No. 12051451 AGENDA ITEM NO. R4

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

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☐ Consent ☒ Regular

# AGREEMENT BETWEEN SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND CITY OF FORT LAUDERDALE FOR THE WAVE PROJECT

## REQUESTED ACTION:

MOTION TO APPROVE: Agreement between South Florida Regional Transportation Authority (SFRTA) and City of Fort Lauderdale (City) for the Wave Project (Project).

## SUMMARY EXPLANATION AND BACKGROUND:

On April 26, 2013, SFRTA and the City of Fort Lauderdale (City) entered into the Wave Modern Streetcar Partnership Agreement with Broward County, the Broward Metropolitan Planning Organization (MPO) and the Downtown Development Authority of Fort Lauderdale (DDA) for the Wave Modern Streetcar and future extensions, planning, finance, design, implementation, project sponsorship, ownership, operations and maintenance (Partnership Agreement).

Per the Partnership Agreement, the City committed to provide funds in the amount of $10,500,000 or an equivalent combination (defined as CASH AMOUNT) payable by in-kind services, real or personal property, cash or any other means, as mutually agreed to by the City and SFRTA by June 30, 2014. To date, the City has transferred $3,200,000 of the CASH AMOUNT to the Project with a balance of $7,300,000 remaining, a portion of which is to be used to purchase land for the Project's Vehicle Maintenance Facility (VMF PROPERTY).

Previously, the parties had identified the VMF PROPERTY as the land parcel identified as Site O in downtown Fort Lauderdale. The parties to the Partnership Agreement have requested that, if possible, the CITY and SFRTA substitute the land parcel identified as Site K as the VMF PROPERTY. Site K is land currently owned by the Florida East Coast Railway Co. (FECR). If the City is unable to negotiate the purchase of Site K, then SFRTA may pursue the purchase. If the SFRTA is unable to negotiate the purchase of Site K, the City shall transfer title to Site O to SFRTA by April 30, 2015.

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: Barbara Handrahan

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

FISCAL IMPACT: SFRTA has no capital or operational commitment and will be reimbursed for staff time through the Federal Grants (as defined in the Partnership Agreement). SFRTA's capital budget will reflect all funds & expenditures through the life of the Project.

EXHIBITS ATTACHED: Exhibit 1 –Agreement

AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE WAVE PROJECT

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

In accordance with the terms of the Partnership Agreement, the City and SFRTA have entered into the attached Agreement (Exhibit 1). The City, through the Agreement, shall meet its CASH AMOUNT commitments through a combination of land for the VMF, as described above, and cash. The Agreement outlines commitment dates that impact project scope, schedule and budget. The Agreement also provides for payments by the City for the remaining $7,300,000 owed to the Project. Specifically, the City shall transfer to SFRTA: $2.5 million by December 31, 2014; the VMF property by April, 2015; and the remainder of the Cash Amount, less the value of the VMF PROPERTY, no later than April 30, 2015.

In addition, the Agreement also includes a capital funding option of $7,544,568 by the City for a betterment known as the Northern Loop to be included in the Project. The Northern Loop would extend the Wave Streetcar in the northern section of the Project's planned route.

Staff is requesting approval of the Agreement between the City and SFRTA.

AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE WAVE PROJECT

---

Recommended by: _____ 11/24/14
Department Director Date

Approved by: _____ 11/26/14
Procurement Director Date

Authorized by: _____ 11/26/14
Executive Director Date

Approved as to Form by: _____ 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | | |
| Commissioner Bruno Barreiro | ____Yes ____No | Andrew Frey | _____Yes _____No |
| James A. Cummings | ____Yes ____No | Nick A. Inamdar | _____Yes _____No |
| Frank Frione | ____Yes ____No | James A. Scott | _____Yes _____No |
| Marie Horenburger | ____Yes _____No | James A. Wolfe, P.E | _____Yes _____No |

EXHIBIT 1

**AGREEMENT**
**BETWEEN**
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**AND**
**CITY OF FORT LAUDERDALE**
**FOR THE WAVE STREETCAR PROJECT**

**THIS AGREEMENT** is entered into this _____ day of _____, 2014, by and between the South Florida Regional Transportation Authority (hereinafter referred to as the "SFRTA"), a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Chapter 343, Florida Statutes, and the City of Fort Lauderdale (hereinafter referred to as the "CITY"), a Florida municipal corporation.

**WHEREAS,** SFRTA and the CITY have entered into The Wave Modern Streetcar PARTNERSHIP AGREEMENT with Broward County, the Broward Metropolitan Planning Organization, the Downtown Development Authority of the City of Fort Lauderdale and the Florida Department of Transportation for The Wave Modern Streetcar & Future Extensions, Planning, Finance, Design, Implementation, Project Sponsorship, Ownership, Operations, And Maintenance (the "PARTNERSHIP AGREEMENT"); and

**WHEREAS,** the CITY has agreed in the PARTNERSHIP AGREEMENT to provide capital funding of PHASE 1 and PHASE 1A (the "CITY's CAPITAL FUNDS"), as more fully set forth in the PARTNERSHIP AGREEMENT, for the construction of a modern streetcar system proposed for the urban core of the City of Fort Lauderdale, the "downtown" of Broward County (the "PROJECT'); and

**WHEREAS,** the CITY, as part of the CITY's CAPITAL FUNDS, has agreed to provide Ten Million Five Hundred Thousand ($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 SFRTA (the "CASH AMOUNT"); and

**WHEREAS,** a First Amendment to the PARTNERSHIP AGREEMENT was executed on January 28, 2014 (the "FIRST AMENDMENT"); and

**WHEREAS,** in accordance with the terms of the PARTNERSHIP AGREEMENT as amended by the FIRST AMENDMENT, the parties wish to provide, by separate agreement, for the means by which the CITY shall contribute the CITY's CAPITAL FUNDS to SFRTA for the PROJECT;

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

**Section 1. Incorporation of Facts.** The representations contained in the whereas clauses above are true and correct and incorporated into and made a part of this Agreement by reference.



11-4-14
CM-15
14-0728

**Section 2. Definitions.** The capitalized terms used in this Agreement that also appear in the PARTNERSHIP AGREEMENT shall have the same meaning as set forth in the PARTNERSHIP AGREEMENT, unless it clearly appears that another meaning was intended for a term. Other capitalized terms used in this Agreement that do not also appear in the PARTNERSHIP AGREEMENT shall have the meanings ascribed to them in this Agreement. The VEHICLE MAINTENANCE FACILITY ("VMF") PROPERTY, as used in this Agreement, shall mean the real property used for the maintenance of streetcars used for the PROJECT.

**Section 3. Purpose.** The purpose of this Agreement is to set forth the means by which CITY will transfer of the CITY's CAPITAL FUNDS to SFRTA to be used for the PROJECT in accordance with the terms of the PARTNERSHIP AGREEMENT and the FIRST AMENDMENT and to address certain other financial matters relating to the PROJECT.

**Section 4. Term.** This Agreement shall take effect as of the date this Agreement has been executed by both parties, and shall remain in full force and effect for a period of one (1) year, and then shall continue in full force and effect thereafter until the total CASH AMOUNT has been transferred to SFRTA, unless sooner terminated.

**Section 5. CASH AMOUNT.** The CITY's CASH AMOUNT obligation of Ten Million Five Hundred Thousand Dollars ($10,500,000) shall be satisfied as follows:

(a) SFRTA acknowledges that Three Million Two Hundred Thousand Dollars ($3,200,000) of the CASH AMOUNT has been provided in cash payments as follows:

1. The CITY transferred to SFRTA One Million One Hundred Thousand Dollars ($1,100,000) of the CASH AMOUNT on May 20, 2013;

2. The CITY transferred to SFRTA One Million Dollars ($1,000,000) of the CASH AMOUNT on December 31, 2013;

3. The CITY transferred to SFRTA One Million One Hundred Thousand Dollars ($1,100,000) of the CASH AMOUNT on August 25, 2014.

(b) Remainder of CASH AMOUNT. The remainder of the CASH AMOUNT due from the CITY, after subtracting the CASH AMOUNT payments made by the CITY pursuant to (a)1., 2., and 3. above, is Seven Million Three Hundred Thousand ($7,300,000) and shall be satisfied as follows:

The CITY shall transfer to SFRTA $2.5 million of the CASH AMOUNT by December 31, 2014 and the remainder of the CASH AMOUNT, less the FTA-accepted value of the VMF PROPERTY, no later than April 30, 2015.

**Section 6. Additional CITY and SFRTA Requirements.**

(a) VMF PROPERTY. The TIGER GRANT identified the VMF PROPERTY as the land parcel identified as Site O on the legal description attached and incorporated hereto as Exhibit A. The CITY and SFRTA acknowledge that the PARTNERS have requested that, if possible, the CITY and SFRTA substitute the land parcel identified as Site K, as set forth in the legal description attached and incorporated as Exhibit B, as the VMF PROPERTY.

1. The CITY and SFRTA shall work cooperatively and in good faith to acquire Site K, subject to two deadlines (December 19, 2014; and the Approval Date, as defined below in Section 6.(a)3.) set forth below (the "DEADLINES").

2. On or before December 19, 2014, the CITY shall have entered into a Letter of Intent (the "LOI") with the All Aboard Florida, LLC ("Owner") for the acquisition of Site K and the CITY shall have provided a copy of the LOI to SFRTA. The LOI shall contain the legal description of Site K, a closing date of no later than April 30, 2015 for transfer of title for Site K or the entire parcel containing Site K to the CITY, purchase price, and other details of the real estate transaction.

    a. If the CITY does not meet the December 19, 2014 DEADLINE, or fulfill any of its obligations herein, with the exception of delays attributable to FTA's approval process:

        i. SFRTA may pursue purchase of Site K or the entire parcel, including Site K, directly from the Owner. If a Letter of Intent is executed between SFRTA and the Owner by March 31, 2015, and title is transferred to SFRTA within 15 days of the Approval Date (as defined below in Section 6.(a)3), the CITY's obligation to provide a site for the VMF shall be discharged upon its payment in full of any outstanding CASH AMOUNT no later than April 30, 2015.

        ii. If SFRTA has not been successful in obtaining a Letter of Intent for Site K directly from the Owner, as outlined in paragraph i. above, then the CITY shall transfer title to the portion of Site O, as shown in Exhibit B, identified by SFRTA as necessary for the VMF ("Site O VMF"), to SFRTA by April 30, 2015.

        iii. Upon transfer of title to Site O VMF, if the FTA-approved value of the Site O VMF:

            (a) is less than the remaining CASH AMOUNT, then the CITY shall, simultaneously at closing, pay to

SFRTA the remainder of the CASH AMOUNT due and shall no longer be obligated to transfer title to SFRTA for Site K;

(b) is more than the remaining CASH AMOUNT, then SFRTA shall owe the City the difference between the FTA-approved value of Site O VMF and the remaining CASH AMOUNT no later than one (1) year following transfer of title to Site O VMF to SFRTA.

iv. If upon taking title to Site O VMF, SFRTA's cost to remediate any environmental conditions on Site O VMF exceeds Three Hundred Fifty Thousand Dollars ($350,000), the excess costs shall be paid for as part of the PROJECT.

v. The CITY agrees to maintain ownership of the Site O until such time its obligation to provide a VMF PROPERTY is fulfilled or discharged.

3. On or before April 15, 2015 or the earliest date thereafter, SFRTA shall have obtained in writing from the FTA the applicable NEPA clearance for Site K and the approval of the FTA-accepted value for Site K (the "Approval Date"). SFRTA has agreed to complete the NEPA process for Site K and to initiate work on 30% design plans for the improvements for Site K. If SFRTA does not take title to Site K within 15 days of the Approval Date, the PROJECT shall be reimbursed for the costs of such work as a CAPITAL COST OVERRUN.

4. Within 15 days of the Approval Date or April 30, 2015, whichever is later, the closing on Site K shall occur and title shall transfer to SFRTA. If upon taking title, SFRTA's estimated cost to remediate any environmental conditions on Site K exceeds Three Hundred Fifty Thousand Dollars ($350,000), the excess estimated costs shall be paid for by the PROJECT. Prior to completion of the NEPA clearance for Site K, the CITY and SFRTA agree to work together cooperatively and with the applicable regulatory agency(ies) to identify the most cost effective and acceptable method to the environmental remediation of Site K, including but not limited to, placement of a deed restriction prohibiting any residential development on Site K.

(b) Special Assessments. The CITY Commission on July 9, 2013 adopted a special assessment (the "ASSESSMENT") in the amount of Twenty Million Five Hundred and Ninety Thousand Dollars ($20,590,000) (the "ASSESSMENT AMOUNT"), which along with the CASH AMOUNT, represents the total amount of CITY's CAPITAL FUNDS. The ASSESSMENT AMOUNT shall be provided as follows:

1. SFRTA acknowledges that the CITY transferred to SFRTA One Million One Hundred Thousand Dollars ($1,100,000) of the ASSESSMENT AMOUNT on May 1, 2014, reducing the ASSESSMENT AMOUNT still owed to Nineteen Million Four Hundred Ninety Thousand Dollars ($19,400,000).

2. The CITY and SFRTA agree that execution of the State Infrastructure Bank Loan agreement equal to the remaining ASSESSMENT AMOUNT ("SIB Loan"), between FDOT, the CITY, the DDA and SFRTA, which is currently under negotiations, making available the SIB Loan proceeds to SFRTA prior to the April 30, 2015, is a prerequisite to the execution by SFRTA of the FEDERAL GRANT AGREEMENTS, pursuant to Section 6.3.2.2, of the First Amendment to the PARTNERSHIP AGREEMENT and FTA requirements.

**Section 7. Northern Loop.** The segment of additional track to the north of the existing Project limits, as more particularly described in Exhibit C to this Agreement, is referred to herein as the "Northern Loop". The Northern Loop shall be considered a BETTERMENT pursuant to the PARTNERSHIP AGREEMENT. The parties acknowledge that the CITY, or the Fort Lauderdale Community Redevelopment Agency ("CRA") on behalf of the CITY, has transferred to SFRTA Five Hundred Thousand Dollars ($500,000) by October 31, 2014. Consideration by SFRTA of the possible inclusion of the Northern Loop in the PROJECT, is subject to the following conditions:

1. The CITY, or the CRA on behalf of the CITY, transfers to SFRTA One Million Two Hundred Seventy One Thousand Nine Hundred Eighty Seven Dollars ($1,271,987) for professional services for the Northern Loop by December 19, 2014; and

2. The CITY, or the CRA on behalf of the CITY, transfers to SFRTA Five Million Seven Hundred Seventy Two Thousand Five Hundred Eighty One Dollars ($5,772,581) for Northern Loop construction by the Approval Date.

3. In the event the actual costs for design, professional services, and construction are less than the payments made by the CITY, or the CRA on behalf of the CITY, the SFRTA will transfer the overpayment back to the CITY within sixty (60) days after PROJECT construction completion.

4. Payments made by the CITY, or the CRA on behalf of the CITY, may count as the local share of the PROJECT, to the extent approved by the FTA, to leverage future State and Federal funds.

Regardless of whether the above conditions are met, SFRTA shall have no obligation to include the Northern Loop as part of the PROJECT, pursuant to its rights under the PARTNERSHIP AGREEMENT. In the event the Northern Loop is not included in the Project, SFRTA shall reimburse the CITY for any funds provided by the City pursuant to this section to date.

**Section 8. Use of CITY's CAPITAL FUNDS.** SFRTA shall only use the CITY's CAPITAL FUNDS to pay eligible PROJECT costs in accordance with the terms of the PARTNERSHIP AGREEMENT, the FIRST AMENDMENT, the FEDERAL GRANT AGREEMENTS and the SIB Loan Agreement.

**Section 9. Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party's representative in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party, provided the defaulting party has been provided with thirty (30) days to cure the alleged default or such longer period as is reasonably necessary to cure the default without jeopardizing the completion of the PROJECT in accordance with the FEDERAL GRANT AGREEMENTS and the SIB loan agreement. The remedies available to SFRTA for the CITY's default on the funding commitments made in Section 5 of this Agreement shall be those remedies set forth in the PARTNERSHIP AGREEMENT.

**Section 10. Assignment.** Except as provided in Section 6(b)2. neither this Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the CITY or SFRTA without the prior written consent of the other party.

**Section 11. No Waiver.** No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

**Section 12. Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 13. Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**Section 14. Severability.** Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

**Section 15. Entirety of Agreement and Modifications.** The CITY and SFRTA agree that this Agreement sets forth the entire agreement between the parties as it relates to the obligations set forth herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. This Agreement is not intended to in any way modify the respective responsibilities or obligations of the CITY and SFRTA contained in the PARTNERSHIP AGREEMENT, the FIRST AMENDMENT, the FEDERAL GRANT AGREEMENTS or the SIB loan agreement.

**Section 16. Survivability.** Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**Section 17. Notice.** Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms: (i) by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication; (ii) by overnight courier service addressed to the party to receive such notice, invoice, or communication; or (iii) by hand delivery to the office of the party to whom such notice, invoice, or communication is being given. All notices, invoices, or communications shall be addressed to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to SFRTA: Jack Stephens

South Florida Regional Transportation
800 NW 33rd Street
Pompano Beach, Florida 33064
Attn.: Executive Director

With Copy to: Theresa Moore

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

If to the CITY:

Lee R. Feldman, ICMA-CM, City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

**(Remainder of Page Intentionally Left Blank)**

**IN WITNESS WHEREOF**, SFRTA and the CITY have hereunto set their hands the day and year above written.

ATTEST:

By: _____
City Clerk

Approved as to Form and
Legal Sufficiency

_____
Asst. City Attorney

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

By: _____
Mayor

_____
City Manager

WITNESS:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By:_____
Jack Stephens, Executive Director

By:_____
Bruno Barreiro, Chair

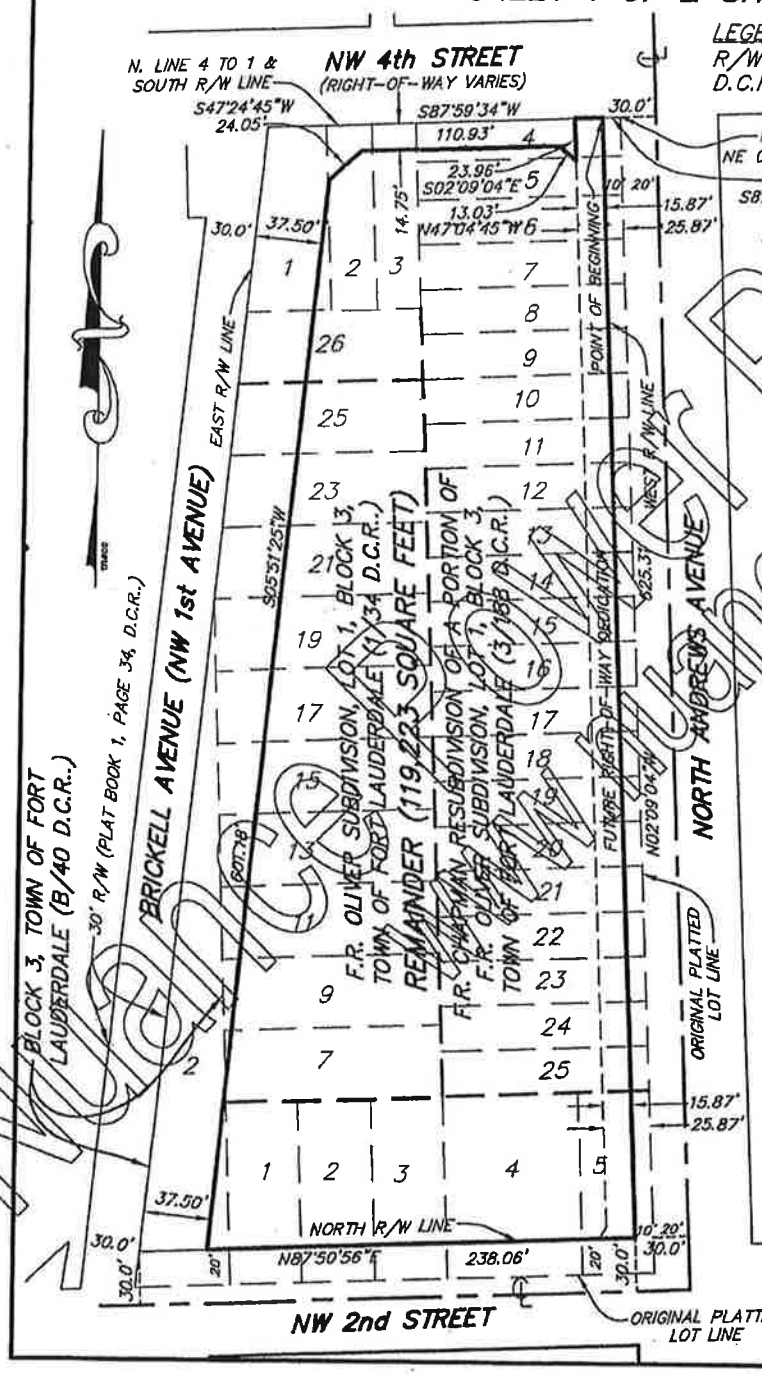
Approved as to Form and
Legal Sufficiency

_____
Teresa J. Moore, General Counsel

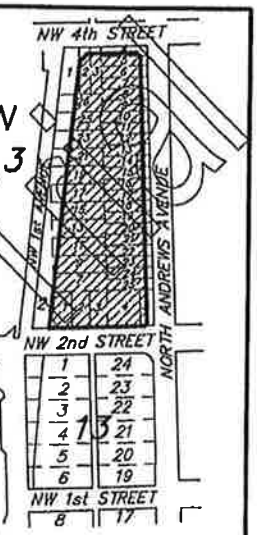
McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 100'

# SKETCH AND DESCRIPTION
## PARCEL AFTER R/W DEDICATION
## F.R. OLIVERS SUBDIVISION AND RESUBDIVISION
## SHEET 1 OF 2 SHEETS




LEGEND:
R/W = RIGHT-OF-WAY
D.C.R.= DADE COUNTY RECORDS




SITE LAYOUT
NOT TO SCALE

LEGAL DESCRIPTION:

A portion of Lots 1, 2, 3, 4, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 25, F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 34, of the public records of Dade County, Florida; AND a portion of Lots 1 through 5 inclusive, F.R. CHAPMAN RESUBDIVISION OF A PORTION OF F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book 3, Page 188, of the public records of Dade County, Florida; AND ALSO a portion of Lot 2, Block 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book "B", Page 40, of the public records of Dade County, Records, all more fully described on Sheet 2 of 2 Sheets.

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of May, 2014.
Revised this 11th day of June, 2014.

McLAUGHLIN ENGINEERING COMPANY

JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. 4497
State of Florida.

FIELD BOOK NO. _____

JOB ORDER NO. U-9240 – U-9244

REF. DWG.: HDR ENG.-211425

DRAWN BY: JMMjr

CHECKED BY: _____

C: \JMMjr/2014/U9240 TO U9244

Nuance Power PDF Tail
www.nuance.com

*McLAUGHLIN ENGINEERING COMPANY*
*LB#285*
*ENGINEERING * SURVEYING * PLATTING * LAND PLANNING*
*400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA*
*33301 PHONE (954) 763-7611 * FAX (954) 763-7615*

# SKETCH AND DESCRIPTION
## PARCEL AFTER R/W RDEDICATION
## F.R. OLIVERS SUBDIVISION AND RESUBDIVISION
## SHEET 2 OF 2 SHEETS

*LEGAL DESCRIPTION:*

*A portion of Lots 1, 2, 3, 4, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 25, F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 34, of the public records of Dade County, Florida; AND a portion of Lots 1 through 26 inclusive, F.R. CHAPMAN RESUBDIVISION OF A PORTION OF F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book 3, Page 188, of the public records of Dade County, Florida; AND ALSO a portion of Lot 2, Block 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book "B", Page 40, of the public records of Dade County, Records, all more fully described as follows:*

*Commencing at the Northeast corner of Lot 4 of said F.R. CHAPMAN RESUBDIVISION OF A PORTION OF F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE; thence South 87°59'34" West, on the North line of said Lot 4, being the South right-of-way line of N.W. 4th Street, a distance of 10.00 feet to the Point of Beginning; thence South 02°09'04" East, on a line 25.87 feet West of and parallel with the East line of said Lot 4, being a line 15.87 feet East of and parallel with the West right-of-way line of North Andrews Avenue, a distance of 23.96 feet; thence North 47°04'45" West, a distance of 13.05 feet; thence South 87°59'34" West, on a line 14.75 feet South of and parallel with the South line of said Lots 4 and 3 of said F.R. CHAPMAN RESUBDIVISION OF A PORTION OF F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, being 14.75 feet South of and parallel with the South right-of-way line of N.W. 4th Street, a distance of 110.93 feet; thence South 47°24'45" West, a distance of 24.05 feet; thence South 05°51'25" West, on a line 37.50 feet East of and parallel with the East right-of-way line of Brickell Avenue (N.W. 1st Avenue - 30 feet right-of-way), a distance of 610.18 feet; thence North 87°50'56" East, on a line 20.00 feet North of and parallel with the South line of said Lot 2 Block 3, TOWN OF FORT LAUDERDALE and a line 20.00 feet North of and parallel with the South line of said Lots 1, 2, 3, 4 and 5, of said F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, being the North right-of-way line of N.W. 2nd Street, a distance of 238.06 feet; thence North 02°09'04" West, on a line 15.87 feet West of and parallel with the East line of said Lot 5, F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE and a line 15.87 feet West of and parallel with the East line of said Lots 25 to 5 of said F.R. CHAPMAN RESUBDIVISION OF A PORTION OF F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, being the West right-of-way line of North Andrews Avenue, a distance of 625.31 feet to the Point of Beginning.*

*Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 119,223 square feet or 2.7370 acres more or less.*

*NOTES:*

1) *This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.*
2) *Legal description prepared by McLaughlin Engineering Co.*
3) *This drawing is not valid unless sealed with an embossed surveyors seal.*
4) *THIS IS NOT A BOUNDARY SURVEY.*
5) *Bearings shown assume the West right-of-Way line of North Andrews Avenue North 02°09'04" West.*
6) *Parcel information shown hereon from South Florida Regional Transportion Authority - Wave drawing prepared by HDR Engineering, Inc. - Project No. 211425 and is not based on Survey information obtained by McLaughlin Engineering Company.*

## CERTIFICATION

*Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of May, 2014.*
*Revised this 11th day of June, 2014.*

*McLAUGHLIN ENGINEERING COMPANY*

*JAMES M. McLAUGHLIN JR.*
*Registered Land Surveyor No. 4497*
*State of Florida.*

*FIELD BOOK NO.* _____

*JOB ORDER NO.* U-9240 - U-9244

*REF. DWG.:* HDR ENG.-211425

*DRAWN BY:* JMMjr

*CHECKED BY:* _____

C:\JMMjr/2014/U9240 TO U9244

Mediation Draft Trial
www.mediationdraft.com

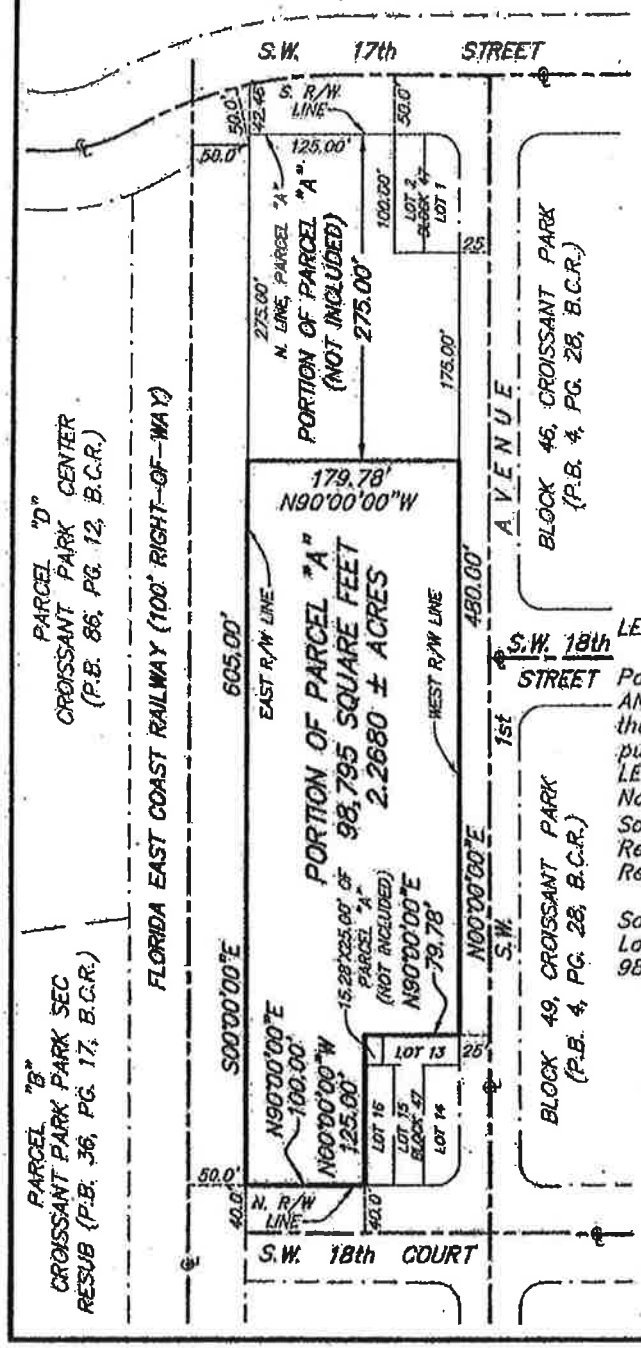
Exhibit B - Site K

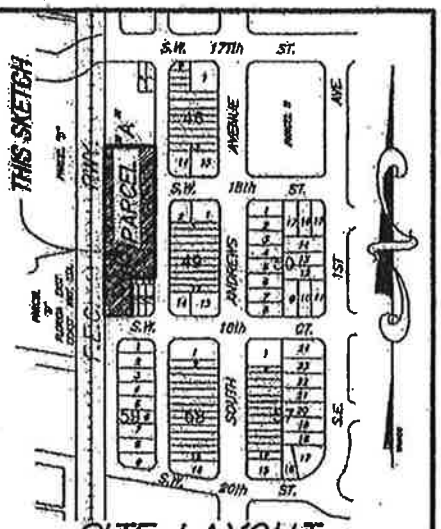
M. D.
O.K.


McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615


SCALE 1" = 150'

# SKETCH AND DESCRIPTION
## PARCEL "A", CROISSANT PARK RESUBDIVISION, LESS N. 275' (P.B. 36, PG. 18, B.C.R.)




SITE LAYOUT
NOT TO SCALE

NOTES:

1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLoughlin Engineering Company.
2) Legal description prepared by McLoughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the East line of said Parcel "A", as North 00°00'00" East.

LEGAL DESCRIPTION:

Parcel "A", A RESUBDIVISION OF PART OF BLOCKS 47 AND 48, CROISSANT PARK, according to the plat thereof, recorded in Plat Book 36, Page 18, of the public records of Broward County, Florida, LESS the 15.28 feet by 25.00 feet area shown at the Northwest corner of the NOT INCLUDED parcel at the Southeast corner of said Parcel "A", per Official Records Book 20751, Page 955, Broward County Records, ALL LESS the North 275.00 feet thereof.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward county, Florida and containing 98,795 square feet or 2.2680 acres more or less.

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 30th day of June, 2014.
Revised this 2nd day of July, 2014.

McLAUGHLIN ENGINEERING COMPANY

J. M. McLaughlin

JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. 4497
State of Florida.

FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. U9386 CHECKED BY: _____

REF. DWG.: 07-3-113 C:\JMMjr/2014/U9386

# EXHIBIT C
## NORTHERN LOOP

NEW STATION — NEW NORTHERN LOOP TRACK

Tracking No. 12051452 AGENDA ITEM NO. R5

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

☐ Consent ☒ Regular

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY GOVERNING BOARD ACTION ITEMS FOR THE WAVE MODERN STREETCAR PROJECT

REQUESTED ACTION:

MOTION TO APPROVE: Staff Recommendations on the following Action Items for the Wave Modern Streetcar Project.

SUMMARY EXPLANATION AND BACKGROUND:

On October 24, 2014, at the SFRTA Governing Board Meeting, Staff presented key issues on the status of the Wave Modern Streetcar Project (Project). Key issues involved the City's breach of Partnership Agreement, uncertainty over the location of the Vehicle Maintenance Facility (VMF), and Partners' request for additional scope without adequate budgets and with schedule impacts.

On November 4, 2014, the Agreement between SFRTA and the City of Fort Lauderdale (Agreement) was brought to the Fort Lauderdale City Commission to address the City's outstanding commitments. In accordance with terms of the Agreement, the City shall contribute its capital funds and the VMF property (referred to as Site K) to SFRTA for the Project by a date certain. The City Commission approved the Agreement and it is now pending SFRTA Governing Board action at this meeting as a separate agenda item.

(Continued on Page 2)

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

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

FISCAL IMPACT: There is no fiscal impact to SFRTA's Capital or Operating Budget for the WAVE Modern Streetcar Project.

EXHIBITS ATTACHED:
Exhibit 1 – Presentation ~~(To be provided under separate cover)~~
Exhibit 2 – SFRTA letter to Partners
Exhibit 3 – City letter to Partners
Exhibit 4 – County letter to Partners
Exhibit 5 – SE 6th Street redesign
Exhibit 6 – Flagler Loop Incorporation Summary

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY GOVERNING BOARD
ACTION ITEMS FOR THE WAVE MODERN STREETCAR PROJECT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

In addition to the Agreement between the City and SFRTA, the following Action Items (or Betterments, as they are referred to in the Partnership Agreement) remain to be addressed by the Governing Board, acting for SFRTA as the Project's Implementer:

1. NORTHERN LOOP

The Agreement also includes a capital funding option of $7,544,568 by the City for a betterment known as the Northern Loop (a/k/a Flagler Loop). The Northern Loop is a segment of additional track to the north of the existing Project limits. On October 31, 2014, the Community Redevelopment Agency (CRA), on behalf of the City, transferred to SFRTA $500,000 for consideration of the inclusion of the Northern Loop in the Project. The Northern Loop is beyond the current Project scope and will require National Environmental Protect Act (NEPA) and FTA approval for inclusion in the Project. Subject to the conditions cited above, Staff recommends approval of the Northern Loop.

2. 3rd AVENUE BRIDGE REPLACEMENT

Project construction will require crossing the New River on the Broward County 3rd Avenue Bridge in downtown Fort Lauderdale. SFRTA is working with the County to reach a decision whether to retrofit the bridge for the Project (currently included in the Project scope) or to replace it, in order extend its useful life. In the event the County wishes to move forward with full replacement of the bridge, SFRTA requests the County commit in writing by December 1, 2014 to fund approximately $3.5 million of construction costs, or other amount agreed to by SFRTA, and transfer funds to SFRTA by April 30, 2015. Subject to the conditions cited above, Staff recommends approval of the 3rd Avenue Bridge replacement.

3. SE 6TH STREET REDESIGN

The City has requested a redesign of a portion of the Project alignment along SE 6th Street between S. Andrews Avenue and SE 3rd Avenue. After the SFRTA Wave Streetcar Consultant team presented an alternative option for the alignment along SE 6th Street in September 2014, discussions took place between the City and Broward County about the possibility of removing vehicular traffic along this segment of roadway. The City agreed that removing access to

(Continued on Page 3)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY GOVERNING BOARD
ACTION ITEMS FOR THE WAVE MODERN STREETCAR PROJECT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

vehicular traffic and making this segment a pedestrian, bike, and streetcar, only corridor will make the roadway safer for all users and minimize some of the geometric challenges presented for the Project in previous design alternatives. The County is also making a significant investment with the construction a new courthouse facility along the same corridor. The City has agreed to fund the redesign at a not-to-exceed price of $125,000. Subject to the conditions cited above, Staff recommends approval of the SE 6th Street redesign.

4. SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

The Partners have requested an updated Supervisory Control and Data Acquisition system be included in the Project. SCADA is a system operating with coded signals over communication channels which provides control of remote equipment, either hard-wired or via wireless communications. Currently, no additional capital funding had been identified or committed for the SCADA system. Therefore, Staff does not recommend approval of this additional scope item.

5. SPECIAL TRACK WORK

Partners have requested inclusion of special track work to be located at the entrance of the VMF. Capital funding has not been identified or committed for the special track work Therefore, Staff does not recommend approval of this additional scope item.

6. ELECTRONIC COUPLERS

The Partners have requested the addition of electronic couplers to the Wave Streetcar vehicles to provide for increased capacity, in the event a light rail system is connected to the Wave Streetcar system in the future. While couplers would link streetcars and light rail vehicles together to build a longer train, streetcar systems typically provide increased capacity not by adding cars to build longer trains, but by adding car body sections to increase overall car length, or by adding more frequent service. Currently, additional capital funding has not been identified or committed for the Electronic Couplers. Therefore, Staff does not recommend approval of this additional scope item.

(Continued on Page 4)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY GOVERNING BOARD
ACTION ITEMS FOR THE WAVE MODERN STREETCAR PROJECT

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

SFRTA recognizes additional Betterments 4 through 6 above may benefit the Project and potential future phases. However, at this time, the Phase I of the Project does not have adequate local, committed funding to implement these 3 Betterments without significant schedule and budget impacts. The Federal Transit Administration (FTA) has been clear that non-Section 5309 funding, i.e. local funding, must be committed, the National Environmental Policy Act (NEPA) process completed and all Project specifics be finalized before a Small Starts Grant for construction can be awarded in June 2015.

In order to maintain the Project's current revenue service date of 2017, the FTA Small Starts Grant award date of June 2015, and the Project's budget, Staff requests that the SFRTA Governing Board approve Betterments 1 through 3 and disapprove Betterments 4 through 6 for the Wave Modern Streetcar Project.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY GOVERNING BOARD
ACTION ITEMS FOR THE WAVE MODERN STREETCAR PROJECT

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Recommended by: B Cross 11/26/14
Department Director Date

Approved by: 11/26/14
Procurement Director Date

Authorized by: 11/26/14
Executive Director Date

Approved as to Form by: 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | | |
| Commissioner Bruno Barreiro | ____Yes ____No | Andrew Frey | _____Yes _____No |
| James A. Cummings | ____Yes ____No | Nick A. Inamdar | _____Yes _____No |
| Frank Frione | ____Yes ____No | James A. Scott | _____Yes _____No |
| Marie Horenburger | ____Yes _____No | James A. Wolfe, P.E | _____Yes _____No |

# WAVE MODERN STREETCAR

Project Update to South Florida Regional Transportation Authority Board

December 5, 2014

# TODAY'S PRESENTATION:

- **Overview and Update**
- **R4** - City/SFRTA Agreement
- **R5** – Partner Requests/Betterments
- **R6** - State Infrastructure Bank (SIB) Loan
  - City Assessment
- **R7** - PMC Amendment #1 for Phase IC
  - Site K Vehicle Maintenance Facility
- **R8** - PMC Amendment #2 for Northern Loop

# KEY ISSUES

1. City's Breach of Partnership Agreement
2. Uncertainty over location of Wave Vehicle Maintenance Facility (VMF)
3. Partner Requests
4. Budget and Cost Overruns
5. Schedule
6. FTA reaction to all of the above

# WHAT'S NEEDED?

- **Resolution of City breach and project back on track by January 2015 FTA Project Quarterly Meeting**
  - City adoption of acceptable SFRTA/City Agreement November 4, 2014
  - SFRTA/City Agreement to December 5, 2014 SFRTA Board

# WHAT'S NEEDED?

- **Funding Decision on Partner Requests:**
  - December 19, 2014 for Design Funds
  - April 30, 2015 for Construction Funds

# WHAT'S NEXT?

- NEPA work for new Site "K" can begin upon City approval of Agreement
- NTP Final Design for Phase IB (pending)
- NTP Preliminary Design Phase IC (pending)
  - "At Risk" expenditure
- City/SFRTA agreement for purchase of Site "K" (pending)
- Vehicle Procurement (pending)

# R4

# CITY/SFRTA agreement

# CITY COMMISSION ACTIONS

- Approved CITY/SFRTA agreement on November 4, 2014 to:
  - Resolve Partnership breach
  - Enter into Letter of Intent with AAF by Dec. 2014
  - Close on Vehicle Maintenance Facility by April 2015
  - Provide $2.5M by December 2014
  - Provide  an option to include Northern Loop as a BETTERMENT (Items R5 & R8)

# CITY COMMISSION ACTIONS

- Approved on November 18, 2014 delegation of authority to City Manager to enter into a letter of intent (LOI) with AAF and/or FECR for the purchase of Site K

# R5

# Partner Requests/Betterments

# PARTNER REQUESTS

- Partners have requested additional capital scope to improve project
  - Existing Phase I budget inadequate to cover costs
  - Funding for design work is needed almost immediately to protect overall project schedule

# BUDGET & SCHEDULE IMPACTS

- Partners expressed a desire to split new work 25% local, 25% state and 50% Federal, **but there is no federal, state or local commitment at present**
  - Local funding needed by **December 19, 2014** for design services
  - Local funding needed for construction by **April 30, 2015**

# PARTNER REQUESTS

| Description (Requesting Partner) | Design Services (12/19/2014) | Construction (4/30/2015) | Total |
|---|---|---|---|
| SCADA* (County) | $493,555 | $2,469,445 | $2,963,000 |
| Special Track (County) | $323,000 | $2,155,127 | $2,478,127 |
| Sub-total | | | $5,441,127 |
| | | | |
| Bridge Rehabilitation (County/RTA/FDOT) | 12/1/2014 Written Funding Commitment | $3,500,000 | $3,500,000 |
| SE 6th Street Redesign (City) | $125,000 | n/a | $125,000 |
| N. Loop (City/DDA) | $1,771,987 | $5,772,581 | $7,544,568 |
| Electronic Coupler (Co.) | | | Unknown |

**Supervisory control and data acquisition (SCADA)*

# THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

## Section 10 - CAPITAL COST OVERRUNS

10.2 – **"Any CAPITAL COST INCREASES may be considered by the IMPLEMENTOR only if the requesting PARTNER is willing to pay all associated costs."**

# THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

## Section 10 - CAPITAL COST OVERRUNS

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.**

# THE WAVE MODERN STREETCAR PARTNERSHIP AGREEMENT

## Section 2 – DEFINITIONS

2.30 – **"BETTERMENTS shall mean improvements that SFRTA, in its sole discretion, determines to be beyond those required to implement the PROJECT."**

# CITY REQUESTS & ACTIONS

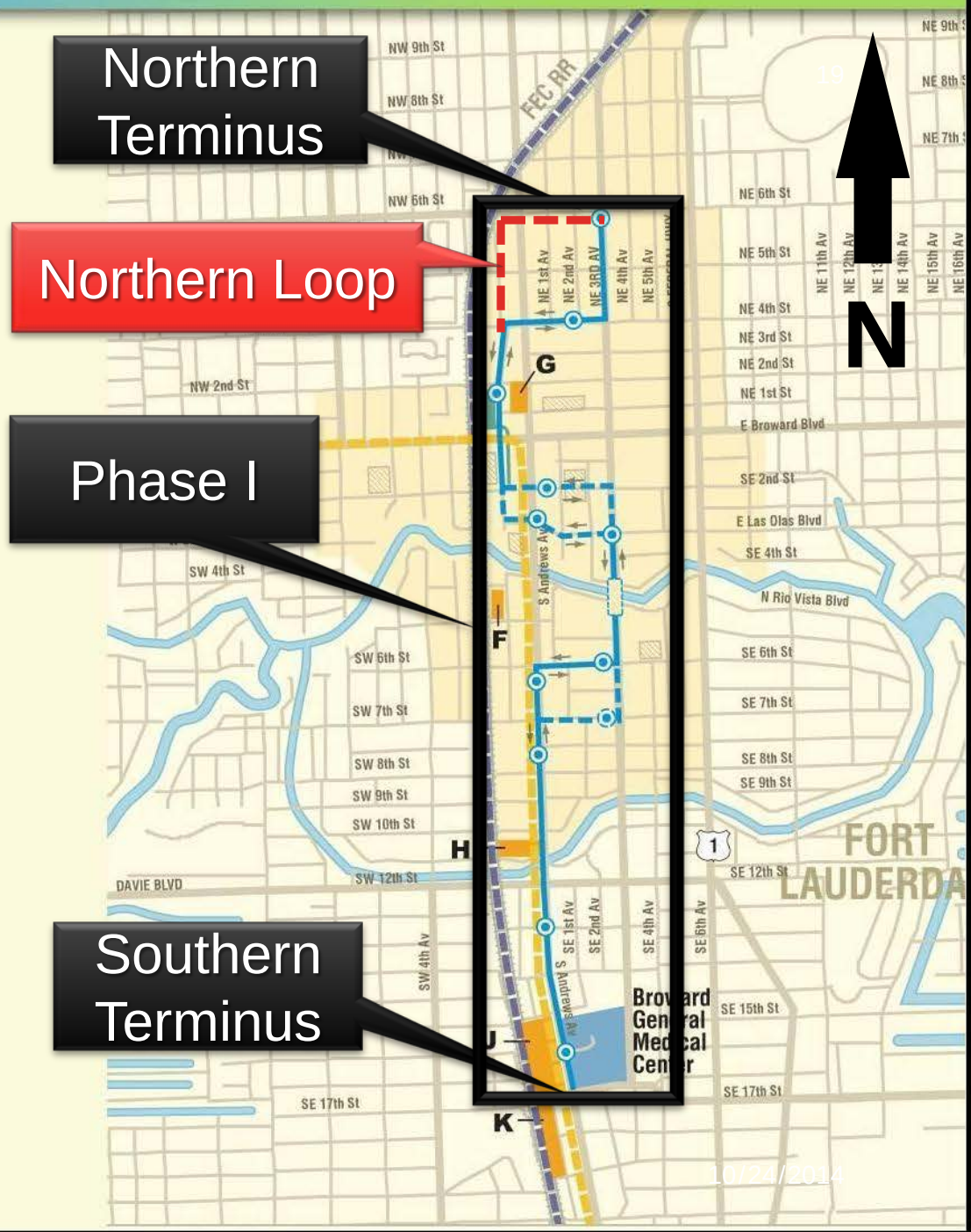
- SE 6th Street Redesign
  - Transmitted letter from City Manager committing City to pay up to $125K for final design re-work
- Northern Loop
  - Approved City/SFRTA agreement with specific amounts and deadlines for payments to SFRTA
  - Transmitted initial $500K by agreed upon deadline

SE 6th Street Redesign
Broward County Judicial Complex

# WAVE ALIGNMENT

**LEGEND**

- Proposed Alignment
- Alternative Alignments
- Station
- Potential East/West Transit Alignment
- Potential FEC Transit Alignment
- Broward County Transit Transfer Station
- Optional Maintenance and Storage Site
- Drawbridge
- At-Grade Railroad Crossing
- Existing Parking Facility
- Proposed Rim Intercept Parking Facility



# DAVID J. VOZZOLO
## VICE PRESIDENT | STREETCAR PROGRAM DIRECTOR
## HDR, INC.

- Project Manager, Wave Project Management Consultant
- 35 years in transit planning and project development in public and private sector
- 10 years with Federal Transit Administration in Washington, DC, responsible for the New Starts program
- Chair, APTA Policy and Planning Committee, member of APTA Board of Directors and other Committees
- Chair, Community Streetcar Coalition Management Board
- Managed Streetcar Projects in Kansas City, Washington, DC, New Orleans, Cincinnati, and Providence
- Key Role in Streetcar Projects in Tucson, Los Angeles, San Antonio, Salt Lake City, Sacramento, Orange County (CA)

# SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

- A system operating with coded signals over communication channels to provide monitoring and control of remote equipment.
- Either hard-wired or wireless communications.
- SCADA can support public address, security, other communications at stations and along the route.
- SCADA can remotely monitor and sometimes control the traction power substations (TPSS)

# U.S. MODERN STREETCAR EXPERIENCE WITH SCADA-TPSS

| | |
|---|---|
| **NO SCADA – TPSS**<br>- Atlanta<br>- Kansas City<br>- Tacoma Link<br>- Washington, DC Anacostia<br>- Fort Lauderdale Wave | No remote monitoring or control of TPSS. Blue Light Monitoring |
| **PARTIAL SCADA – TPSS**<br>- Cincinnati<br>- Dallas Oak Cliff<br>- Portland (original & extensions)<br>- Tucson | Wireless Communications from TPSS to Monitoring Station |
| **YES SCADA – TPSS**<br>- Salt Lake City Sugarhouse<br>- Seattle South Lake Union<br>- Seattle First Hill<br>- Washington, DC H/Benning | Hard-wired optic cable from TPSS to Monitoring Station |

# WAVE SCADA APPLICATION

- **Original budget update includes $470k for SCADA:**
  - $31k allowance for each station for basic communications over a wireless commercial network
  - No SCADA for TPSS; blue light signal monitoring and intrusion alarms on commercial network
  - Bridge monitoring interlock

# WAVE SCADA APPLICATION

- **County request includes additional $2.49 million for SCADA:**
  - Trunk line for conduit, transfer trip, TPSS connections to mainline, stations and maintenance facility connections
  - Network equipment and software

# BETTERMENTS

| Description (Requesting Partner) | Commitment to Fund Design/Local Share? | Better-ment? * | Staff Recommend-ation? |
|---|---|---|---|
| 1. **Northern Loop**(City/DDA) | **Yes/Yes** | Yes | **Yes **** |
| 2. **Bridge Rehabilitation** (SFRTA & County) | NA/No | Yes | **No** |
| 3. **SE 6th Street Redesign** (City) | **Yes**/NA | Yes | **Yes **** |
| 4. **SCADA** (County) | No/No | Yes | **No** |
| 5. **Special Track** (County) | No/No | Yes | **No** |
| 6. **Electronic Coupler** (County) | No/No | Yes | **No** |

*** - as defined by Partnership Agreement**
**** - Subject to FTA approval**

# R6

# State Infrastructure Bank (SIB) Loan

## City Assessments

# CITY COMMISSION ACTIONS

- Approved CITY/FDOT/DDA/SFRTA City Assessment State Infrastructure Bank (SIB) agreement on November 18, 2014 to:
  - Provide SFRTA access to remaining $19.49 of $20.59 million of CAPITAL FUNDS due project

R7

# PMC Amendment #1 for Phase IC

Broward General Medical Center
Phase IC
Site K Maintenance Facility
Google earth

# R8

# PMC Amendment #2 for Northern Loop

ANDREWS AV
002
BROWARD GENERAL

Exhibit 2

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
800 NW 33rd Street | Pompano Beach, Florida 33064 | P 954/942-7245 | F 954/788-7878 | www.sfrta.fl.gov

October 30, 2014

Ms. Bertha Henry
County Administrator
Broward County
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

Mr. Lee Feldman
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Mr. Greg Stuart
Executive Director
Broward MPO
Trade Centre South
100 W. Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309

Mr. Chris Wren
Executive Director
DDA of Fort Lauderdale
305 South Andrews Avenue, Suite 301
Fort Lauderdale, FL 33301

Mr. James A. Wolfe
District 4 Secretary
Florida Department of Transportation
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

**Re: Wave Modern Streetcar Project**

To Our Wave Partners:

The South Florida Regional Transportation Authority (SFRTA) Board has directed staff to prepare this letter to principals and staff comprising the Wave Modern Streetcar Project (Project) Partnership, i.e., the Partners. The SFRTA Board has grown concerned with Project schedule delays and budget issues created by unmet Partner commitments and unresolved Partner issues, all of which has been noticed by the United States Department of Transportation (USDOT) and Federal Transit Administration (FTA), who collectively have been asked by the Partners to fund over $75 million of the Wave Modern Streetcar Project. Stated plainly, the Project is in jeopardy of losing Federal and ultimately SFRTA support.

GOVERNING BOARD Commissioner Steven L. Abrams | Commissioner Bruno A. Barreiro | James A. Cummings | Andrew Frey | Frank Frione | Marie Horenburger | Nick A. Inamdar | Commissioner Kristin Jacobs | James A. Scott | James Wolfe, P.E. | EXECUTIVE DIRECTOR Jack L. Stephens

SFRTA continues to be fully committed as your Federal Project Sponsor and Implementer to the success of the Wave Modern Streetcar, but we need the commitment and timely support of each Partner between now and ribbon cutting to ensure a successful Project.

The intent of this letter is to provide each of you:

1. a comprehensive progress update on the Project;
2. document some key dates and actions required of the Partners to keep the project moving forward; and
3. inform the Partners of decisions SFRTA has made as the Project's Implementer.

## 1. Project Progress

A comprehensive Project update presentation was made to the SFRTA Board at the October 2014 meeting and a link to the documents provided for your review and information. As you will see, the Project schedule has slipped at least one year due to external factors beyond our control, most notably the preference of all Partners to change the site of the Wave Vehicle Maintenance Facility (VMF). The budget has increased by $19.3 million from $142.6 million to $161.9 million due to a combination of delay induced costs, cost over-runs and Partner requests. At the request of the Partners, SFRTA has submitted an updated FTA Small Start Grant request to cover half of this budget increase, but award is uncertain and none of the 50% local match has been identified to date.

One key to getting the Project back onto a sustainable and successful trajectory is a draft agreement between SFRTA and the City to resolve the outstanding VMF issues and resolution of the City's June 2014 breach of the Wave Partnership Agreement (Partnership Agreement). It is critical the agreement between SFRTA and the City is approved by the City at its November 4, 2014 Commission meeting so it can come to the SFRTA Board for consideration at its December 5, 2014 meeting, the last meeting prior to the January 2015 Wave FTA Quarterly meeting. I am informed the City is committed to taking action on November 4, 2014 and we continue to coordinate daily with City staff to resolve the remaining issues.

The Wave Small Start Grant for $50 million was included in the President's Federal Fiscal Year 2014 (FFY2014) budget, and was reflected in FTA's budget as well. Due to Project delays, FTA made the unusual request that SFRTA submit an updated Small Start Grant application for FFY2015, which was done in September of 2014. FTA is actively reviewing our request, which included an increase of $9.5 million, but they will not initiate negotiations on the grant agreement until we, the Partners, meet all local funding obligations, resolve the Partnership Agreement breach, provide a VMF site, and demonstrate our ability to maintain budget and schedule commitments. In return, we can reasonably expect to execute a Small Start Grant Agreement with FTA for at least $50 million, in addition to the existing $18 million USDOT TIGER grant previously awarded this Project.

2. **Key Dates:**

We have summarized critical dates leading to FTA grant approval and we request your support to meet the following dates:

- October 31, 2014 – City or Northwest Progresso Flagler CRA, on behalf of the City transfer $500,000 to SFRTA for Northern Loop design
- November 4, 2014 - City Commission approval of City/SFRTA Agreement that resolves VMF and breach of Partnership Agreement issues.
- December 1, 2014 – Partner commitment in writing to fund Bridge Rehabilitation
- December 5, 2014 – SFRTA Board approval of City/SFRTA Agreement and any Project Betterments that satisfy the requirements listed herein.
- December 19, 2014 – City enters Site K Letter of Intent with All Aboard Florida, LLC and provides SFRTA a copy
- December 19, 2014 – City or Northwest Progresso Flagler CRA on behalf of the City transfer $1,271,987 to SFRTA for Northern Loop design
- December 31, 2014 – City transfer $2.5 million of Cash Amount to SFRTA
- April 30, 2015 - City delivers title to VMF and balance of Cash Amount, if any, to SFRTA
- April 30, 2015 – City, Downtown Development Authority (DDA), Florida Department of Transportation (FDOT) and SFRTA execution of "Assessment State Infrastructure Bank (SIB)" loan

- April 30, 2015 - City or Northwest Progresso Flagler CRA, on behalf of the City transfer $5,772,581to SFRTA for construction of the Northern Loop
- April 30, 2015 - SE Third Ave Bridge Rehabilitation requesting Partner transfers $3.5 million or other agreed upon amount to SFRTA.

**3. SFRTA Decisions:**

SFRTA staff, in its role as Implementer for the Project, consistent with the Partnership Agreement as modified by Amendment One (attached) and in the best interests of the Project, has made certain findings and recommendations as follows, which are subject to SFRTA approval at its December 5, 2014 meeting:

A. Broward County-requested Betterments
   a. SCADA and Special Track-work scope enhancements are Betterments, as defined in the Partnership Agreement (County-requested Betterments), and may be rejected b SFRTA regardless of available funding (per the Partnership Agreement).
   b. No local funding source has been identified for the County-requested Betterments.
   c. The local funds necessary to begin design of County-requested Betterments will not be available in a timely manner to avoid unacceptable impacts to the overall Project schedule (which is already delayed, as explained above), and therefore, SCADA and Special Track-work will not be included in Project scope.

B. Electronic couplers, also requested by the County
   a. SFRTA has spent significant time and resources, including an industry review on the effects of including couplers in the Project vehicle design.
   b. The American Public Transit Association (APTA) does not include couplers in its definition of Streetcars included in the APTA publication ***"Light Rail & Streetcar Systems, How They Differ; How They Overlap***."
   c. Industry review has indicated that redesign of off-the-shelf models will be necessary, increasing cost of vehicles.

d. Electronic couplers are not necessary for Phase I of the Project and therefore, will not be included in the Project's vehicle procurement, nor will they be included as options.

C. City-requested Northern Loop

a. The Northern Loop is a Betterment and may be rejected regardless of available funding.

b. The SFRTA Board will determine at its December 5, 2014 meeting if the Northern Loop will be included in the final design for the Project, subject to FTA approvals (see below). However, absent an acceptable agreement with the City (as described above) and delivery of the funds as outlined above, the Board has stated it will not approve adding this betterment to the Project scope.

c. The Northern Loop is subject to FTA approvals prior to inclusion in Phase I of the Project.

D. SE Third Ave Bridge Rehabilitation (Bridge Rehabilitation)

a. It has been determined that any additional work to this bridge, beyond the modifications required to implement the Project, is a Betterment.

b. If the County or other Partner(s) (i.e., by the County Commission or other appropriate decision making body or board) commits, in writing and by December 1, 2014, to fund the approximate $3.5 million of construction costs, or other amount agreed to by SFRTA and the requesting Partner(s), and to transfer funds to SFRTA by April 30, 2015, then SFRTA will design and construct the bridge with the Bridge Rehabilitation work included.

E. Use of Right-of-Way

a. The Partners were aware and agreed to a Project Small Start and TIGER grant application with no costs or budget for the purchase, dedication or easements of rights of way (ROW) beyond that necessary for the VMF, in addition, to the Memorandum of Understanding dated May of 2013, executed between SFRTA and the City, County, and FDOT, who are the three entities providing use of their rights-of-way for the Project.

b. The Project requires timely County and City cooperation to identify and agree upon specific locations for various elements of the Project, such as power sub-stations, within 30 days of SFRTA's written request for approval.

F. If only partial additional Small Start Grant funding is obtained, SFRTA will prioritize the use of those monies towards the Project for Capital Cost Overruns, then Capital Cost Increases, and then Betterments, if any, subject to SFRTA Board approval.

Over the past year or so of design work, City, County, DDA, FDOT and MPO staff have all actively engaged with our Project Manager and our Project Management Consultant Team, through the Technical Advisory Group to identify and request many changes important to the Partners. The Project team has worked hard to accommodate as many of these requests as possible and we believe these positive collaborative efforts ultimately strengthen the final Project. SFRTA and its consultant team are all committed to delivering a safe and efficient Project to the County to operate in the City's downtown.

I am personally committed to delivering the Project the Partners want consistent with our commitment to FTA, but I am constrained by the existing Project budget. SFRTA is working for each of the Partners but needs each Partner's active support to be successful in delivering the Project we all agreed we wanted for downtown Fort Lauderdale.

Sincerely,

Jack L. Stephens
Executive Director

Enclosures:

October SFRTA Board Informational Wave Presentation
http://www.sfrta.fl.gov/docs/BoardMeetings/2014/Board%20Oct2014%20Wave%20Update%20FINAL.pdf
Partnership Agreement
Partnership Agreement Amendment One

cc: (w/enclosures)
The Honorable Barbara Sharief, Mayor of Broward County
Broward County Board of County Commissioners
The Honorable John P. Seiler, Mayor of City of Fort Lauderdale
City of Fort Lauderdale City Commission Members
Broward MPO Board Members
James Cromar, Broward MPO
DDA of Fort Lauderdale Board Members
Commissioner Bruno Barreiro, SFRTA Board Chair
James Cummings, SFRTA Board Vice-Chair
Commissioner Steven Abrams, SFRTA Board Member
Commissioner Kristin Jacobs, SFRTA Board Member
Andrew Frey, SFRTA Board Member
Frank Frione, SFRTA Board Member
Marie Horenburger, SFRTA Board Member
Nick Inamdar, SFRTA Board Member
James A. Scott, SFRTA Board Member
Teresa Moore, SFRTA General Counsel
Ed Coven, FDOT State Transit Manager
Gerry O'Reilly, FDOT District 4 Director Transportation Development
Birgit Olkuch, FDOT Rail/Aviation Program Manager
Chris Walton, Broward County Director of Broward County Transit Patrick Brouard,
Tim Garling, Broward County Director of Transit Division
Patrick Brouard Broward County Director Start-Up, Systems Integration & O & M
John Milledge, DDA of Fort Lauderdale
Diana Alarcon, City of Fort Lauderdale
Elizabeth Van Zandt, City of Fort Lauderdale
Bill Cross, SFRTA Director Planning and Capital Development
Dan Mazza, SFRTA Director of Engineering
Martin Benzaquen, SFRTA Project Manager
Greg Kyle, PMC Wave Project
David Vozzolo, PMC Wave Project
Wave Project File

Exhibit 3

CITY OF
FORT LAUDERDALE

*Venice of America*

October 31, 2014

Ms. Bertha Henry
Administrator
Broward County
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

Mr. Greg Stuart
Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33301

Mr. James Wolfe, P.E.
District IV Secretary
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

Mr. Jack Stephens
Executive Director
South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064

Mr. Chris Wren
Executive Director
Downtown Development Authority of Fort Lauderdale
305 South Andrews Avenue, Suite 301
Fort Lauderdale, FL 33301

**RE: City's Commitment to the Wave Streetcar Project**

Dear Wave Partners:

At the South Florida Regional Transportation Authority (SFRTA) Board meeting on October 24, 2014, a presentation was made by SFRTA staff that raised questions about the City's commitment to the Wave Streetcar project. This letter will clear up any questions related to the City's continued commitment to the project and to the system expansion throughout the County, outlining the many steps that have been taken over the past seven years to help make the project a reality. From funding commitments, right-of-way dedications, staff resource allocation, to policy, land use, and code changes, the City is committed to making the streetcar successful.

Since the initial unanimous vote by the City Commission back in 2008 to contribute $10,500,000 towards the capital cost of the Wave Streetcar, many steps have been taken to further demonstrate the continued investment and support that the City has in the Wave Streetcar. A special assessment process was completed and adopted in 2013 to raise $20,590,000 towards the capital cost of the project. In addition, $7,500,000 was recently approved to fund a one-way loop extension to the project, representing a 100% capital cost share. In 2014, City-owned property was dedicated to roadway right-of-way to help provide the necessary roadway width for the streetcar to be built along NW 1st

Avenue (Brickell Avenue), an in-kind donation valued at $2,573,000. A "Complete Streets" policy was adopted in 2013 that sets the design framework for streetscapes that encourage and promote a multi-modal environment, a Transit Overlay District (TOD) land use designation was adopted in 2014, and a land use amendment is currently being processed to add 5,000 additional residential units in the Downtown Regional Activity Center, all further facilitating the type of development and infrastructure improvements that support the streetcar system. Significant City funds and Community Redevelopment Agency (CRA) funds are currently programmed over the next five years for streetscape, pedestrian, and bicycle capital improvements along, and adjacent to, the streetcar alignment to further promote ridership and an improved pedestrian experience once riders get off the streetcar.

The City has entered into four contractual agreements with the Partnership on various project related policies, and plans to take action on a fifth agreement on November 4, 2014 that outlines specific obligations related to the transfer of property for the vehicle maintenance facility (VMF) required for the project, and to transfer the remaining cash due from the City.

Since the announcement was made regarding the location of the All Aboard Florida (AAF) project station north of Broward Boulevard, it forced all of the partners to reexamine the proposed location of the Wave Streetcar's VMF. It was a partner decision to pursue moving the location to the southern terminus of the initial 2.7 mile starter line to a property more suited for a maintenance type use. As the Wave extensions are planned to the County's Airport and the Convention Center, this southern location is seen as a more viable option to support the system expansion. After receiving the green light from the Federal Transit Administration (FTA) to pursue the process to move the preferred location, the City is aggressively pursuing a land exchange to take ownership of the southern VMF site to transfer title to SFRTA, the project sponsor, by no later than April 30, 2015. Appraisals, legal descriptions, environmental assessments, and additional due diligence has been done to advance this action.

In 2012, the City completed a comprehensive survey of neighbors, businesses, and stakeholders in the City that resulted in the 2035 Vision Plan. The number one goal of the Vision Plan is to be a fully connected, multi-modal City. In 2013, the City Commission adopted the Wave Streetcar project as a Commission Annual Action Plan Priority (CAAP) item. The project is included within the City's Vision Plan and the 5-Year Strategic Plan, a guiding document for the annual prioritization of the City.

As you can see, the City is collaboratively working together with all of your agencies to take the necessary steps to not only build the starter line, but also grow the system throughout the County. The CRA Board, at its October 21st Board meeting, directed staff to complete a feasibility study to extend the streetcar down Sistrunk Boulevard as a future phase of the project. In addition, the City, in collaboration with the project partner agencies, are pursuing a federal TOD planning grant for the 17th Street corridor to

analyze what land use policy changes are needed to support the extension down to the Convention Center.

The City will be in attendance at the next SFRTA Board meeting, scheduled for December 5th. I hope you all will join us and show the support and investment we have all made over the past seven plus years and the continued investment we plan to make.

Sincerely,

Lee R. Feldman, ICMA-CM
City Manager

C: Mayor and City Commission
Broward County Board of County Commissioners
SFRTA Board of Directors
Broward MPO Board of Directors
DDA Board of Directors
Susanne M. Torriente, Assistant City Manager
Diana Alarcon, Director, Transportation and Mobility
Debbie Griner, Transportation Manager, Transportation and Mobility
Elizabeth Van Zandt, Mobility Manager, Transportation and Mobility
Dr. Yvette Taylor, Federal Transit Administration, Region IV Administrator
Ms. Elizabeth Day, Federal Transit Administration, Office of Project Planning Director

Exhibit 4

Transportation Department
**Rail-Administration**
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-6187 • FAX 954-357-8305

November 7, 2014

Mr. Jack L. Stephens
Executive Director
South Florida Regional Transportation Authority
800 N.W. 33rd Street
Pompano Beach, FL 33064

Mr. Lee Feldman
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Mr. Greg Stuart
Executive Director
Broward MPO
Trade Centre South
100 W. Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309

Mr. Chris Wren
Executive Director
DDA of Fort Lauderdale
305 South Andrews Avenue
Suite 301
Fort Lauderdale, FL 33301

Mr. James A. Wolfe
District 4 Secretary
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

**Re: Wave Modern Streetcar Project**

To Our Wave Partners:

Broward County is in receipt of a letter from the South Florida Regional Transportation Authority (SFRTA) dated October 30, 2014, which details concerns about the Wave Rail System (WAVE). It also sets forth specific timeframes for partners to meet financial and project-related obligations.

Broward County has worked collaboratively over many years to see the WAVE come to fruition and remains committed to its success. As operators and maintainers of the service, it is also our responsibility to taxpayers and future customers to ensure a safe, efficient and cost-effective system.

With respect to SFRTA summarized critical dates, Broward County offers the following response:

- Northern Loop design and financial transfers October 21, 2014: Broward County Transit needs to know what the operational and maintenance impact will be and have all the properties required for this alignment been purchased? What is it that the partnership is requesting of Broward County?

- 3rd Ave Bridge Rehabilitation: Broward County Transit needs a more comprehensive plan and design on the engineering of this in order to make an informative decision. Broward County submitted comments/concerns to SFRTA on this project on February 10, 2014, which still have not been addressed. Without information Broward County cannot determine all needs, and until that info is attained, it is impossible to produce anything in writing to SFRTA by December 1, 2014, per their request. This information has been asked repeatedly, as well as suggesting a meeting with project engineers to discuss concerns and clarifications. Neither the requested meeting, nor providing of the information, has occurred.

- With respect to the transferring of County funds on April 30, 2015 for the bridge rehabilitation, the second bullet contains the County's response.

- Betterments versus basic industry standards: With respect to the December 5, 2014 date to deliver to SFRTA so called betterments agreement for approval, Broward County has consistently asserted that meeting basic industry standards for safety ***is a necessity and requirement***; ***not a betterment***. As the Implementer of the Project, SFRTA believes it is within its rights under the Partnership Agreement not to include Supervisory Control and Data Acquisition (SCADA) and Special Track-work in the Project Scope. Broward County Transit believes SCADA is a vital part of securing the system and safety of its users.

- FTA requirements: Broward County Transit believes in meeting FTA requirements on its projects, one of which is that no design can be safety-certified without performing a comprehensive risk assessment and hazard analysis; the first step of which is to perform a preliminary hazard analysis (PHA). This has not yet been completed, which concerns Broward County.

We look forward to discussing the WAVE project with our partners and hope to achieve mutually-agreeable solutions to the concerns raised in SFRTA's correspondence.

Sincerely,

Denise Martinez

for Chris Walton
Director, Transportation Department

CW/GH/MS/DM
c: Broward County Board of County Commissioners
Bertha Henry, County Administrator
Roberto Hernandez, Deputy County Administrator
Gretchen Cassini, Assistant to the County Administrator
Evan Lukic, County Auditor
Joni Armstrong Coffey, County Attorney

Exhibit 5

CITY OF
FORT LAUDERDALE

*Venice of America*

November 14, 2014

Mr. Jack Stephens
Executive Director
South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064

**Subject: Support for SE 6th Street Reconfiguration**

Dear Mr. Stephens:

As requested, this letter provides the City's support to redesign the Wave Streetcar along SE 6th Street between S. Andrews Avenue and SE 3rd Avenue, including a financial commitment to fund the redesign at a not to exceed price of $125K based on actual costs.

After the Wave Streetcar Consultant team presented an alternative option for the alignment along SE 6th Street in September, discussion took place between the City and Broward County about the possibility of removing vehicular traffic along this segment. The City agreed that removing access to vehicular traffic and making this segment a pedestrian, bike, and streetcar only corridor will make the roadway safer for all users and minimize some of the geometric challenges presented for the Streetcar in previous design alternatives.

The County is making a significant investment with the construction of a new Courthouse facility along the corridor. In addition, the City has programmed funds to redesign and implement the necessary roadway changes.

A taskforce made up of the major property owners and stakeholders along the corridor support this change as well. The Wave Partnership also discussed this option and is supportive.

Upon receipt of an invoice for completed services, I plan to bring this to Commission for approval of payment.

Sincerely,

For

Lee R. Feldman, ICMA-CM
City Manager

C: Wave Partnership
Susanne M. Torriente, Assistant City Manager
Diana Alarcon, Director, Transportation and Mobility
Debbie Griner, Transportation Manager
Elizabeth Van Zandt, Mobility Manager

Exhibit 6

**WAVE MODERN STREETCAR**

# MEMORANDUM

**TO:** SFRTA

**FROM:** WAVE PMC

**SUBJECT:** FLAGLER LOOP INCORPORATION SUMMARY

**DATE:** NOVEMBER 20, 2014

**CC:** N/A

The Wave Project Management Consultant (PMC) has been requested by SFRTA to prepare the following memorandum presenting an assessment of inclusion of the proposed "Flagler Loop" in the Wave Phase 1 Modern Streetcar project scope and implementation schedule. This memorandum presents an overview of the Flagler Loop as presented by the City of Fort Lauderdale, an outline of the available options on how to proceed, a summary assessment of the advantages and disadvantages of incorporating the Flagler Loop into the Wave project, and actions necessary to ensure that incorporation of the Loop can be accomplished without compromising the Wave implementation schedule.

In summary, the PMC concludes that the Flagler Loop does provide project benefits and can be incorporated into the Wave project scope without compromising the current schedule for revenue operations date, but only if specific action items are completed in adherence to the schedule outlined below.

**Background on Flagler Loop**

On October 22, 2014, the Fort Lauderdale City Commission and Community Redevelopment Agency (CRA) adopted inclusion of the "northern loop" as part of the Wave Streetcar project and approved $7.5 million for design and construction. This decision is considered a "betterment pursuant to the Wave partnership agreement" and is included in a draft agreement between SFRTA and the City. This draft agreement has been approved by the City Commission and is on the agenda for consideration by the SFRTA Board at its December 5, 2014 meeting.

SFRTA has requested that the PMC assess the advantages and disadvantages of including the design and construction of the Flagler Loop (referred to as the "northern loop" in the City agreement) in the Wave Phase 1 project, and to determine if the design and construction of the additional Flagler Loop can be completed within the approved $7.5 million budget and by the anticipated construction completion date for Wave Phase 1.

The currently planned portion of Wave Streetcar north of the Broward County Transit Central

Terminal consists of a double tracked alignment. The northbound track runs east along N 4th Street between Brickell Avenue and NE 3rd Avenue and turns north on NE 3rd Avenue from NE 4th Street to approximately 500 feet north of NE 6th Street. Utilizing a small portion of dedicated streetcar-only right of way, the operator would pull into a tail track, move to the opposite end of vehicle and proceed south. The alignment then completes the return trip in the south bound and west bound directions.

The Flagler Loop adds one-way track west on 6th Street from 3rd Avenue to Andrews Avenue, and south on Andrews Avenue to 4th Street. As a result, the Wave Streetcar would operate in a single direction east on 4th Street from Andrews to 3rd Avenue, north on 3rd Avenue to 6th Street, west on 6th Street and South on Andrews Avenue. The PMC considers two options from this point: (preferred option) west on 4th Street to south on Brickell Avenue; or, continue south on Andrews past 4th Street, east on 2nd Street to south on Brickell Avenue. See attached illustration.

The PMC is not aware of any planning analysis or identification of specific track alignment or station stop locations for the Flagler Loop completed with the City, CRA, or community stakeholders at this time. The PMC is not aware of any discussions with FTA to date on incorporation of the Flagler Loop in the Wave Phase 1 project, and how that would be integrated in the Small Starts funded project scope, schedule and budget.

A number of planning and design steps will need to be completed to successfully incorporate the Flagler Loop into the Wave Phase 1 project, following up-front coordination with FTA staff. The PMC has prepared an alternate project implementation schedule which includes these steps for the Loop and integration with the design of the northern segment of Phase 1 completed to date. These technical steps include:

- Definition of the alignment and station stop locations (including stakeholder and community outreach)
- 30% design and NEPA decision
- Operations Planning
- Final Design and System Integration
- Contractor procurement

**Options for Incorporating the Flagler Loop into Wave Phase 1**

The PMC has identified the following three options for SFRTA action following the recent introduction of the Flagler Loop for consideration to be incorporated into the Wave Phase 1 modern streetcar project alignment and scope.

- Do not incorporate Flagler Loop in Small Starts funded Wave Phase 1 project at this time. Construct the Wave Phase 1 project as currently scoped, including the double-track northern segment, with consideration of adding the Flagler Loop alignment at a later date.

- Incorporate Flagler Loop in the Small Starts funded Wave Phase 1 project with no change to planned revenue operations date, assuming that FTA approves this change in

project scope.

- Incorporate Flagler Loop in Small Starts funded Wave Phase 1, but resulting in an extension of the schedule for completion of design and construction, assuming that FTA approves this change in project scope and schedule. This can be accommodated by:
    - extending the schedule for completion of the entire Wave streetcar project, or
    - staging construction and operations startup for segment north of 4th Street, while maintaining schedule for Wave Phase 1 up to northern segment.

**Advantages and Disadvantages of Including Flagler Loop into Wave Project**

The PMC has completed a preliminary assessment of the Flagler Loop as broadly defined by the City to date. The matrix below provides a summary of the advantages and disadvantages of including the Flagler Loop into the Wave Phase 1 streetcar project, addressing primary issues of project cost, implementation schedule, operations and safety, and overall project benefits.

**Capital Costs**

The PMC completed SCC capital cost estimates for various alignment options and project delivery options for the Flagler Loop. The original concept as presented to the City Commission includes track around the former potential maintenance facility "Site O" (Andrews south of 4th Street and 2nd Street west to Brickell), two pieces of costly special trackwork, and construction integrated with the rest of the Phase 1 project. Preliminary estimates determined a net increase of up to $7.5 million to the overall Phase 1 project costs (including savings from single-tracking the loop). Implementation of this same track layout for the Flagler Loop at a later date, following the full construction of the northern segment of Phase 1 including the currently planned tail track, could cost up to $17.5 million. This large difference in costs is due to the cost of additional special track work as well as the cost of reworking already built portions of the alignment.

In addition, the PMC has drafted preliminary working concepts that could potentially reduce the cost of the Flagler Loop by including a dedicated streetcar signal phase in lieu of special trackwork, and eliminating track near Site O. Estimates for the potential savings involved with these new concepts have not yet been developed, but elimination of special trackwork and reduction in length of the alignment could yield significant savings.

**Project Schedule**

The PMC updated the project implementation schedule with inclusion of estimated timeframes for planning, NEPA review, design and construction of the Flagler Loop. Adding additional project scope to the schedule inherently introduces additional risk, and some of these specific additional risks are identified in the matrix below. The PMC has determined that given the following assumptions, the Flagler Loop can be incorporated into the current Wave project scope and still begin revenue operations as currently estimated in December 2017:

- SFRTA Board approves adding the Flagler Loop to the project scope, <u>and</u> issues a Notice to Proceed to the PMC at the December 5, 2014, Board Meeting.
- NEPA Process and FTA Reviews are expedited

- Data Collection for the Flagler Loop is expedited (topographic survey, subsurface utility engineering and mapping, geotechnical borings)
- Data Collection and Preliminary Design are performed concurrently with the NEPA process
- There are no changes to the design after the alignment study is completed

If any of the above assumptions cannot be achieved, incorporating the Flagler Loop into the current project scope would delay revenue operations until 2018. However, we must point out that the project schedule includes additional key milestone activities which also could result in project delay if not met.

**Operations and Safety**

There are several operational and safety considerations associated with the Flagler Loop. In order to gauge the impacts on operations, the PMC performed a series of travel time runs on November 18, 2014, for both the Flagler Loop alignment and the current Wave Phase 1 alignment. The travel time runs demonstrated that the Flagler Loop provides the advantage of reducing the travel time by approximately 30 seconds to 1 minute. Note that the actual travel time savings realized for the Flagler Loop could be greater with adjustments to traffic signalization that would be expected to be implemented with the Wave project. The Flagler Loop alignment also eliminates the need to access a non-revenue section of the alignment (tail track) in order to reverse the streetcar's direction to travel back south from the northern terminus of the route. The Flagler Loop also eliminates a layover at the north end of the route, as the streetcar operator does not have to change positions from the cab at one end of the vehicle to the other in order for the vehicle to reverse direction of travel at the end of the route. Although elimination of the tail track with the Flagler Loop results in travel time savings, the tail track could provide an area for the vehicle to stage in order to prevent bunching of vehicles along the route due to traffic congestion, bridge openings, etc. However, the tail track would need to be protected by a barrier to reduce the likelihood of collisions with vehicular traffic.

A primary safety consideration associated with the Wave project is the streetcar's operation in mixed traffic. A disadvantage of the Flagler Loop is that a special movement is introduced at the intersection of NE 3rd Avenue and NE 6th Street (northbound streetcar will turn left from the rightmost lane during an exclusive streetcar signal phase). With either the Flagler Loop alignment or the current Wave Phase 1 alignment, a special movement will be required in the southbound direction. For the Flagler Loop alignment, at the N Andrews Avenue and N 4th Street intersection the southbound streetcar will turn right from the center left-turn lane during an exclusive streetcar signal phase. For the current Wave Phase 1 alignment, at the NE 3rd Avenue and NE 4th Street intersection the southbound streetcar will turn right from the center left-turn lane during an exclusive streetcar signal phase. A final safety consideration is that the Flagler Loop reduces the streetcar's alignment to the northbound direction only along NE 4th Street between N Andrews Avenue and NE 3rd Avenue, which is positive considering the narrow width and absence of curb and gutter along this section of NE 4th Street.

**Summary of Additional Project Benefits**

The PMC has not completed any additional ridership estimation. However, it is assumed that the introduction of an additional station stop and frequent streetcar service on the loop will result in additional Wave ridership. This alignment will improve service to the growing Flagler Village neighborhood and the historically underrepresented community along Sistrunk Boulevard.

See **Table 1** for the Summary of Key Considerations, this table assumes that the Flagler Loop is approved and integrated into the Wave Phase 1 alignment.

**Table 1 - Summary of Key Considerations**

| | | Advantages | | Disadvantages |
|---|---|---|---|---|
| Cost | | • 100% Locally Funded<br>• Assists in Small Start Matching | | • Uncertainty in capital costs until alignment definition and at least 30% design<br>• Introduces additional cost and scope to FTA |
| Schedule | | • No foreseen impact to RSD (12/17) if:<br>• NTP 12/5/14<br>• Expedited data collection<br>• Expedited NEPA/FTA Review<br>• 30% Design concurrent with NEPA<br>• No Design Changes after alignment study | | • Introduces more risk to the schedule by including:<br>• Additional station location planning (needs local signoff)<br>• NEPA decision/FTA review<br>• Data Collection<br>• Adds another schedule milestone to Critical Path |
| Operations and Safety | | • Eliminates non-revenue tail track section<br>• Reduces traffic signal interactions (6 to 5)<br>• More single track roadways, therefore safer corridor<br>• Slightly reduced run time | | • An additional special movement<br>• Operator must reverse direction of the vehicle mid-block at tail track<br>• Eliminates layover and storage track |

| | | | | |
|---|---|---|---|---|
| | | | | (need explanation) |
| Overall Project Impacts | | • Broader market served by loop<br>• Additional ridership<br>• Enhances access for environmental justice population | | • Requires special trackwork for north expansion |

Tracking No. 12051453 AGENDA ITEM NO. R6

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

☐ Consent ☒ Regular

AGREEMENT FOR STATE INFRASTRUCTURE BANK LOAN WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE CITY OF FORT LAUDERDALE, DOWNTOWN DEVELOPMENT AUTHORITY OF FORT LAUDERDALE AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE FORT LAUDERDALE WAVE MODERN STREETCAR PROJECT

REQUESTED ACTION:

MOTION TO APPROVE: State Infrastructure Bank (SIB) Loan Agreement FM #421390-4-94-01 among the Florida Department of Transportation (FDOT), City of Fort Lauderdale (City), Downtown Development Authority of Fort Lauderdale (DDA) and South Florida Regional Transportation Authority (SFRTA) for funds in the amount of $19,490,000 for design services, vehicle procurement and construction of the Fort Lauderdale Wave Modern Streetcar Project (SIB Loan Agreement).

SUMMARY EXPLANATION AND BACKGROUND:

The City has committed $20.59 million of capital contributions for the Wave Streetcar Project (Project) based upon a Special Assessment enacted by the City on July 9, 2013. The City paid $1,100,000 in Special Assessment revenue to SFRTA on December 24, 2013, leaving a balance of $19,490,000 to be addressed through the SIB Loan. The SIB Loan will allow 20 years of Special Assessment revenue to be advanced for the capital phase of the Project.

The City is responsible for assessing the Wave Assessments and for providing the net Wave assessment receipts to the borrower, which will be the DDA. The Special Assessments will be collected through property tax bills. The Broward County Tax Collector will direct the Special Assessment collections to the DDA. The DDA will serve as the Trustee for the Special Assessment revenue and for repayment of the SIB Loan.

The SIB Loan proceeds will be disbursed by FDOT into the Wave Disbursement Account established by the DDA, pursuant to Disbursement Requests made by SFRTA. SFRTA will then draw funds deposited into the Wave Disbursement Account for the Project.

Department: Planning & Capital Development
Project Manager: Barbara Handrahan

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

FISCAL IMPACT:
There is no fiscal impact to SFRTA's Capital or Operating Budget for the WAVE Modern Streetcar Project.

EXHIBIT ATTACHED: Exhibit 1 – State Infrastructure Bank Loan Agreement

AGREEMENT FOR STATE INFRASTRUCTURE BANK LOAN WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE CITY OF FORT LAUDERDALE, DOWNTOWN DEVELOPMENT AUTHORITY OF FORT LAUDERDALE AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE FORT LAUDERDALE WAVE MODERN STREETCAR PROJECT

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SFRTA is implementing the development of the Project as the Federal Transit Administration (FTA) project sponsor and implementer of design and construction. SFRTA shall have no payment obligation for the SIB Loan payments.

Staff is requesting Board approval of the SIB Loan Agreement among the DDA, FDOT, the CITY and SFRTA to secure the $19,490,000 in state funds for the Project.

AGREEMENT FOR A STATE INFRASTRUCTURE BANK LOAN WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE CITY OF FORT LAUDERDALE, DOWNTOWN DEVELOPMENT AUTHORITY OF FORT LAUDERDALE AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE FORT LAUDERDALE WAVE MODERN STREETCAR PROJECT

---

Recommended by: B Cross 11/26/14
Department Director Date

Approved by: 11/26/14
Procurement Director Date

Authorized by: 11/26/14
Executive Director Date

Approved as to Form by: 11/24/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Andrew Frey | _____Yes _____No |
| Commissioner Bruno Barreiro | ____Yes ____No | Nick A. Inamdar | _____Yes _____No |
| James A. Cummings | ____Yes ____No | James A. Scott | _____Yes _____No |
| Frank Frione | ____Yes ____No | James A. Wolfe, P.E | _____Yes _____No |
| Marie Horenburger | ____Yes _____No | | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# STATE INFRASTRUCTURE BANK LOAN AGREEMENT

CFDA Number: 20.205
DUNS: 80-939-7102
FINANCIAL PROJECT Number: 435202-1
CONTRACT Number: ARP18

THIS STATE INFRASTRUCTURE BANK LOAN AGREEMENT, is entered into between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida ("Department"), the **DOWNTOWN DEVELOPMENT AUTHORITY OF FORT LAUDERDALE, FLORIDA**, a body politic and corporate and an agency of the City of Fort Lauderdale as established by the laws of the State of Florida ("Borrower"), the **CITY OF FORT LAUDERDALE**, a municipal corporation organized and existing under the laws of the State of Florida ("City"), and the **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 ("SFRTA").

## RECITALS

A. The Department has established a federally-funded State Infrastructure Bank ("SIB") in accordance with the provisions of 23 U.S.C. Section 610 and a State Infrastructure Bank Cooperative Agreement between the Department, the Federal Highway Administration, the Federal Transit Administration, and the Federal Railroad Administration, effective July 28, 1999 (the "Cooperative Agreement").

B. Under 23 U.S.C. Section 610, the Cooperative Agreement, and Sections 339.08(1)(d),(g), and (h), Florida Statutes, the Department may make loans or provide other forms of credit assistance to a public or private entity to carry out transportation projects eligible for assistance under 23 U.S.C. Section 610.

C. The Borrower has applied for a SIB loan for a capital improvement project.

D. The Department has determined that the project meets the requirements for a SIB loan.

## AGREEMENT

In consideration of the Department making the loan to the Borrower, in the principal amount and pursuant to the covenants expressed in this Agreement, and intending to be legally bound by this Agreement, the Department and the Borrower agree as follows:

## ARTICLE I – DEFINITIONS

1.01 WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this loan agreement and all exhibits and schedules attached hereto.

(2) "Agreement Date" means the date on which this agreement is executed by the last party to sign.

(3) "Authorized Representative" means the official or officials of the Borrower, the City, or SFRTA, as the context requires, authorized by ordinance or resolution to sign documents associated with the Loan.

(4) "Borrower" means the Downtown Development Authority of Fort Lauderdale (also identified as the "DDA") who is responsible as the Borrower to serve as administrator for the Loan and also is responsible for the repayment of the Loan.

(5) "Borrower Administrative Fees" means the DDA Administrative Fees as that term is defined in the Wave Assessment Agreement.

(6) "City" means the City of Fort Lauderdale who is responsible for assessing the Wave Assessments and for providing the Net Wave Assessments receipts to the Borrower in accordance with the Wave Assessment Agreement. The City shall become the Borrower should the Borrower cease to exist as provided in section 2.02 (1) of this Agreement.

(7) "Construction Stage" means the stage of the Project that includes all activities necessary to construct the Project to have the Project ready for the Operating Stage of the Project.

(8) "County" means Broward County who will own the Project after accepting the Project from the SFRTA upon completion of the Construction Stage and Rolling Stock and is responsible for the Operating Stage of the Project.

(9) "Disbursement" means the amounts of the Loan disbursed by the Department to SFRTA for design, acquisition, and construction of the Project.

(10) “Design Stage” means the stage of the Project that includes preliminary engineering, engineering, land acquisition, obtaining permits and other related activities necessary to prepare the Project for the Construction Stage.

(11) "Financing Rate" means the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(12) "Fiscal Year" means the State fiscal year period commencing on July 1 of each year and ending on June 30 of the succeeding year.

(13) "Loan" means the loan made to the Borrower pursuant to this Agreement in the initial principal amount of Nineteen Million Four Hundred Ninety Thousand and 00/100 Dollars ($19,490,000.00).

(14) "Loan Application" means the completed form which provides all information required to support obtaining the Loan.

(15) "Loan Payment" means the loan payment due from the Borrower.

(16) “Net Wave Assessments” means the funds transferred from the City to the Borrower to be deposited into the Wave Assessment Account in accordance with the Wave Assessment Agreement.

(17) “Operating Stage” means the stage of the Project where the Design Stage, Construction Stage and Rolling Stock are all complete and the Project begins passenger service operations.

(18) "Pledged Revenues" means the specific revenues pledged as security for repayment of the Loan, which are the Net Wave Assessments and any amounts on deposit in the Wave Assessment Account, the Wave Reserve Account, the Wave Rolling Coverage Reserve Account, and the Wave Disbursement Account.

(19) "Project" means the state capital outlay project financed by this Loan, consisting of the transit circulator, 5.4 mile (2.7 mile in each direction) modern streetcar known as The Wave Streetcar, as more fully described in the Loan Application and the summary description attached as Exhibit A. The Project will be designed and constructed by SFRTA in accordance with the Wave Partnership Agreement.

(20) “Reserve Requirement” means an amount equal to the total Loan Payments due in the next Fiscal Year, required to be held in escrow as further described in Section 6.04 of this Agreement.

(21) “Rolling Stock” means the element/stage of the Project that involves all activities necessary to acquire, test and implement the rolling stock necessary for the Project to be operational for the Operating Stage of the Project.

(22) "State" means the State of Florida.

(23) "State Infrastructure Bank" or "SIB" means the federally-funded State Infrastructure Bank created pursuant to the Cooperative Agreement.

(24) "Wave Assessments" means the non-ad valorem property assessments imposed by the City pursuant to City Ordinance C-13-14 and City Resolution Nos. 13-95 and 13-131, together with payments in lieu of assessments. Copies of the ordinance and resolutions are attached as Exhibit B.

(25) "Wave Assessment Agreement" means the Wave Assessment Interlocal Agreement, dated April 15, 2014, as amended _____, 2014, between the Borrower and the City, a copy of which is attached as Exhibit C.

(26) "Wave Assessment Reimbursement" means the use of Wave Assessments to reimburse the Borrower and the City for prior costs for the planning, environmental study, feasibility studies, Wave Assessment fees and other related direct Wave Streetcar direct expenses to be paid from cash from the Wave Assessments by the Borrower in Fiscal Years 2013-14, 2014-2015, and 2015-2016 as permitted in section 2(D)(6) of the Wave Assessment Agreement, not to exceed a cumulative total of $915,000.

(27) "Wave Disbursement Account" means the account held jointly by the Borrower and the SFRTA into which Disbursements for the Project will be deposited based on Disbursement Request Forms submitted by the SFRTA, as approved by the Department.

(28) "Wave Partnership Agreement" means the WAVE Modern Streetcar Partnership Agreement dated April 16, 2013, as amended January 28, 2014, and as may be amended in the future, entered into among the County, the Broward Metropolitan Planning Organization, the City, the DDA, and the SFRTA, attached as Exhibit D.

(29) "Wave Reserve Account" means an interest bearing escrow account established at the Florida State Treasury for the benefit of the Department under agreement with the Borrower, from which the Department may draw funds as provided in Section 6.04 of this Agreement. The Borrower shall deposit funds into the Wave Reserve Account by no later than the end of Fiscal Year 2015-16 and during each Fiscal Year thereafter such that on June 30, 2016, and by June 30 of each following year, the account balance shall equal or exceed the total Loan Payment due in the following Fiscal Year, in accordance with Section 6.04 of this Agreement.

(30) "Wave Rolling Coverage Account" means an interest bearing account established by the Borrower. The Borrower may deposit funds in the Wave Rolling Coverage Account by the end of a Fiscal Year and count these funds toward the coverage requirement stated in Section 2.01(16) of this Agreement. Funds deposited in the Wave Rolling Coverage Account must remain on deposit for the entire Fiscal Year in order to be counted toward the coverage requirement.

1.02 CORRELATIVE WORDS.

Words of the masculine gender include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the singular includes the plural and the word "person" includes departments and associations, including public bodies, as well as natural persons.

## ARTICLE II - WARRANTIES, REPRESENTATIONS, AND COVENANTS

2.01 GENERAL WARRANTIES, REPRESENTATIONS, AND COVENANTS OF THE BORROWER.

The Borrower warrants, represents, and covenants that:

(1) The Borrower has full power and authority to enter into and comply with the provisions of this Agreement and shall initiate and prosecute to completion all proceedings necessary to enable the Borrower to provide the necessary funds for payment of the Loan.

(2) This Agreement has been duly authorized, executed, and delivered by the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable against the Borrower in accordance with the terms hereof.

(3) The Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(4) There is no material action, suit, proceeding, inquiry, or investigation, at law or in equity, before any court or public body, pending or, to the best of the Borrower's knowledge, threatened, which seeks to restrain or enjoin the Borrower from entering into or complying with this Agreement.

(5) The Borrower's execution of this Agreement and compliance with the terms of this Agreement will not result in a default by the Borrower under the terms of any contract, bond, or financing arrangement to which the Borrower is a party.

(6) All Borrower representations to the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the date the Loan Application and this Agreement were each executed by the Borrower. The financial information delivered by the Borrower to the Department was current and correct as of its date. Since the date of such financial information, there has not been any material adverse change in the financial condition or revenues and expenditures of the Borrower, or in the collection of the Pledged Revenues. The Borrower shall comply with all applicable State and Federal laws, rules, and regulations. To the

extent that any assurance, representation, or covenant requires a future action, the Borrower shall take such action as is necessary for compliance.

(7) The Borrower has the authority to pledge the Pledged Revenues as security for repayment of the Loan and no election or referendum is required to make the pledge of the Pledged Revenues valid and legally enforceable.

(8) The Borrower shall adhere to accepted governmental accounting principles established by the Governmental Accounting Standards Board.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Borrower shall submit to the Department such data, reports, records, contracts and other documents as the Department may request in order to ascertain the performance by the Borrower of its obligations under this Agreement.

(11) The Borrower covenants that this Agreement is entered into for the purpose of designing, constructing, or acquiring the Project which will in all events serve a public purpose.

(12) Upon completion of the Project, the Project will be owned and operated by the County pursuant to the Wave Partnership Agreement.

(13) In the event the anticipated Pledged Revenues are shown by the Borrower's annual budget to be insufficient to make the Loan Payment for such fiscal year when due and the Wave Reserve Account is not adequate to make the Loan Payment when due, the Borrower shall include in such budget other legally available funds which will be sufficient, together with the Pledged Revenues, to make the Loan Payments. Such other legally available funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this paragraph, and the Borrower shall collect such funds for application as provided herein. The Borrower shall notify the Department immediately in writing of any such budgeting of other legally available funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available funds; requiring the Borrower to levy or appropriate ad valorem tax revenues; or preventing the Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available funds.

(14) The Borrower shall establish the following accounts and segregate funds as required by this Agreement and the Wave Assessment Agreement:

(a) Wave Assessment Account.

(b) Wave Reserve Account. This account is to be established by the Department via escrow agreement with the Borrower for an escrow account and

held in the State Treasury for the benefit of the Department to be available to the Department if needed as further described in Section 6.04.

(c) Wave Rolling Coverage Account.

(d) Wave Disbursement Account. The Wave Disbursement Account shall be established as a joint account with the SFRTA.

(15) The Borrower shall maintain all Net Wave Assessments received from the City in the Wave Assessment Account created under the Wave Assessment Agreement. These funds shall be available for the payment of Borrower Administrative Fees; Loan Payments; establishment and maintenance of the Wave Reserve Account and the Wave Rolling Coverage Account; and for the Wave Assessment Reimbursement in Fiscal Years 2013-14, 2014-15, and 2015-16, not to exceed a cumulative total of $915,000.

(16) During each Fiscal Year, the Borrower shall deposit into the Wave Rolling Coverage Account, from available Net Wave Assessments after all other payments and deposits required under the terms of the Wave Assessment Agreement, funds that, together with the Net Wave Assessment expected for the following Fiscal Year, will be sufficient to provide for a 1.2 times coverage of the Loan Payment due for that following fiscal year.

(17) The Borrower shall not agree to any amendment of the Wave Assessment Agreement during the term of this Agreement without the Department's prior written consent.

2.02 GENERAL WARRANTIES, REPRESENTATIONS, AND COVENANTS OF THE CITY.

The City warrants, represents, and covenants that:

(1) The City has full power and authority to enter into and comply with the provisions of this Agreement and shall initiate and prosecute to completion all proceedings necessary to enable the City to assume the role of the Borrower of the Loan in the event the Borrower is dissolved or otherwise ceases to exist, whether by action of the Borrower, otherwise by law, or by operation of Chapter 2005-346, Laws of Florida. In the event the Borrower is dissolved or otherwise ceases to exist, whether by action of the Borrower, otherwise by law, or by operation of Chapter 2005-346, Laws of Florida, the City shall continue to assess the Wave Assessments, continue to collect such taxes as were previously legally imposed by the Borrower pursuant to Chapter 2005-346, Laws of Florida, as the same may be amended, recodified, or reenacted by the Florida Legislature from time to time, and apply such funds to repayment of the Loan. Under such circumstances, the City shall not be generally liable for repayment of the Loan, but shall only be required to make Loan Payments from the sources expressly provided for in this Agreement.

(2) This Agreement has been duly authorized, executed, and delivered by the City and constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with the terms hereof.

(3) The City currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(4) There is no material action, suit, proceeding, inquiry, or investigation, at law or in equity, before any court or public body, pending or, to the best of the City's knowledge, threatened, which seeks to restrain or enjoin the City from entering into or complying with this Agreement.

(5) The City's execution of this Agreement and compliance with the terms of this Agreement will not result in a default by the City under the terms of any contract, bond, or financing arrangement to which the City is a party.

(6) The City has the authority to assess and collect the Wave Assessments and to transfer the Net Wave Assessments to the Borrower for payment of the Loan and no election or referendum is required to make the assessment and collection of the Wave Assessment by the City valid and legally enforceable.

(7) The City has the authority to pledge the Pledged Revenues as security for repayment of the Loan, as provided herein, and no election or referendum is required to make the pledge of the Pledged Revenues valid and legally enforceable.

(8) The City shall submit to the Department such data, reports, records, contracts and other documents as the Department may request in order to ascertain the performance by the City of its obligations under this Agreement.

(9) The City shall not agree to any amendment of the Wave Assessment Agreement during the term of this Agreement without the Department's prior written consent.

(10) During the term of this Agreement, the City shall assess and receive the Wave Assessment in accordance with its ordinances and resolutions pursuant to which the Wave Assessment was created and imposed, including, but not limited to City Ordinance C-13-14 and City Resolutions Nos. 13-95 and13-131, and shall provide the Net Wave Assessments to the Borrower for payment of the Loan in accordance with the Wave Assessment Agreement. The City shall impose the Wave Assessments in the amount necessary, in combination with the amounts on deposit in the Wave Rolling Coverage Account for each Fiscal Year, to provide for a 1.2 times coverage of the Loan Payment for that Fiscal Year.

(11) During the term of this Agreement, without the Department's prior written consent, the City shall not repeal or amend its ordinances and resolutions pursuant to which the

Wave Assessments are assessed and collected, including, but not limited to City Ordinance C-13-14 and City Resolution Nos. 13-95 and 13-131. The City shall ensure the amount of annual Wave Assessments assessed is adequate to meet all requirements of this Agreement.

(12) During the term of this Agreement the City shall assess an amount annually based on input from the Borrower to the extent required to provide for a combination of the Net Wave Assessment and the Wave Rolling Coverage Account for each Fiscal Year to provide for a 1.2 times coverage of the Loan Payment for that Fiscal Year.

2.03 GENERAL WARRANTIES, REPRESENTATIONS AND COVENANTS OF SFRTA.

SFRTA warrants, represents, and covenants that:

(1) SFRTA has full power and authority to enter into and comply with the provisions of this Agreement.

(2) This Agreement has been duly authorized, executed, and delivered by SFRTA and constitutes a valid and legally binding obligation of SFRTA, enforceable against SFRTA in accordance with the terms hereof.

(3) SFRTA currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(4) There is no material action, suit, proceeding, inquiry, or investigation, at law or in equity, before any court or public body, pending or, to the best of SFRTA's knowledge, threatened, which seeks to restrain or enjoin SFRTA from entering into or complying with this Agreement.

(5) SFRTA's execution of this Agreement and compliance with the terms of this Agreement will not result in a default by SFRTA under the terms of any contract, bond, or financing arrangement to which SFRTA is a party.

(6) SFRTA shall adhere to accepted governmental accounting principles established by the Governmental Accounting Standards Board.

(7) Pursuant to Section 216.347 of the Florida Statutes, SFRTA shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(8) SFRTA will draw funds from the Wave Disbursement Account solely for the Project.

(9) SFRTA shall have been cleared by the Federal Transit Administration for preliminary engineering prior to any Disbursement for the Design Stage and Rolling Stock. The SFRTA shall have obtained, prior to any Disbursement for the Construction Stage of the Project, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

(10) SFRTA shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may request in order to ascertain the performance by SFRTA of its obligations under this Agreement. The Department shall have the right to conduct on-site monitoring visits and audits, and SFRTA shall cooperate and assist the Department in the reasonable inspection and audit of books, records, accounts, data and other information related to the Project, and in copying and removing the same for such purposes at all reasonable times. SFRTA shall provide additional information as reasonably requested by the Department.

(11) SFRTA shall release and hold harmless the State, its agencies, the Department, and each of their respective officers, members, and employees from any claim arising in connection with SFRTA's actions or omissions in implementing those portions of the Project financed by the Loan, except that neither SFRTA, or its agents, employees, contractors and/or subcontractors will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of any willful or grossly negligent act, error, or omission by the Department, or any of its officers, agents, or employees, during the performance of the Agreement.

(12) Upon completion of the Project, the Project will be owned and operated by the County in accordance with the terms of the Wave Partnership Agreement.

(13) SFRTA has consented to the Borrower acting as the City's Designee to be the applicant and borrower for the Loan in accordance with and as provided in the Wave Partnership Agreement.

2.04 LEGAL AUTHORIZATION.

Upon signing this Agreement, the Borrower's legal counsel shall express the opinion subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Borrower and shall constitute a valid and legal obligation of the Borrower enforceable in accordance with its terms upon execution by all parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, the pledge is valid and enforceable, and no election or referendum is required to make the pledge of the Pledge Revenues valid and legally enforceable.

(3) The covenant by the Borrower to budget and appropriate amounts of Wave Assessment revenues of the Borrower expressed in this Agreement constitutes a valid and

legal obligation of the Borrower enforceable in accordance with the terms of this Agreement upon execution by both parties, and no election or referendum is required to make that covenant by the Borrower valid and legally enforceable.

Upon signing this Agreement, the City's legal counsel shall express the opinion subject to laws affecting the rights of creditors generally, that:

(4) This Agreement has been duly authorized by the City and shall constitute a valid and legal obligation of the City enforceable in accordance with its terms upon execution by all parties; and

(5) The City has the authority to assess the Wave Assessments, to transfer the Net Wave Assessments received to the Borrower for repayment of the Loan, and no election or referendum is required to make the assessment and collection of the Wave Assessment by the City valid and legally enforceable.

(6) In the event the Borrower is dissolved or otherwise ceases to exist, whether by action of the Borrower, otherwise by law, or by operation of Chapter 2005-346, Laws of Florida, the City has the authority to continue to assess the Wave Assessments and assume the role of the Borrower for any other revenues from taxes legally imposed by the Borrower pursuant to Chapter 2005-346, Laws of Florida, and upon the dissolution or termination of the Borrower to assume the role of the Borrower under this Agreement to pay such amounts due on the Loan to the Department in accordance with the schedule identified in Exhibit E (as it may be amended in accordance with this Agreement) from the Net Wave Assessments and other available revenues from taxes legally imposed by the Borrower pursuant to Chapter 2005-346, Laws of Florida.

Upon signing this Agreement, SFRTA's legal counsel shall express the opinion subject to laws affecting the rights of creditors generally, that:

(7) This Agreement has been duly authorized by SFRTA and shall constitute a valid and legal obligation of SFRTA and the obligations of SFRTA expressed in this Agreement are enforceable in accordance with the terms hereof upon execution by all parties.

## ARTICLE III - LOAN DISBURSEMENTS AND REPAYMENT

### 3.01 PRINCIPAL AMOUNT OF LOAN.

The Department agrees to lend to the Borrower, and the Borrower agrees to repay the Department the Loan at the times, in the amounts, and in the manner specified in this Agreement. The principal amount of the Loan as of any date shall consist of the aggregate Disbursements, plus interest that has accrued and been added to the principal amount of the Loan, less the aggregate principal component of all Loan Payments made, all as of such date.

3.02 FINANCING RATE.

Beginning on the date of the first Disbursement, interest shall accrue on the principal amount of the Loan at the Financing Rate. The Financing Rate is 3.0% per annum, compounded annually, using an actual-days-elapsed/365 day counting convention, as indicated by the Disbursement/Payment Schedule attached hereto as Exhibit E.

3.03 LOAN DISBURSEMENTS.

The Department shall disburse the Loan to the Wave Disbursement Account in the amounts and at the times specified in the Disbursement/Payment Schedule attached as Exhibit E, provided that prior to each Disbursement, the SIB Program Manager receives a completed Disbursement Request Form substantially in the form of Exhibit F, and such other certificates or documents as the Department shall reasonably request in order to process each Disbursement. Upon written joint request by the Borrower and SFRTA, or upon its own initiative, the Department may, in its sole and absolute discretion, amend the Disbursement/Payment Schedule to take into account unexpected events or reasonable adjustments to the financing of the Project, including, but not limited to, increases or decreases in the disbursement amounts and times, and acceleration or delays in the construction of the Project. Under no circumstances shall the sum of the Disbursements to exceed $19,490,000.00. The Department's obligation to fund any Disbursement is subject to funds being made available by an appropriation made pursuant to Florida law.

The Department will have no obligation to honor any request for disbursement made by the SFRTA or Borrower or otherwise make any Disbursement under this Agreement in the event that the Department has notified the Borrower that an event of default has occurred under this or any other agreement between the Borrower and the Department, or if the Department, in its sole discretion, determines that events have occurred which substantially diminish the likelihood that the Borrower will timely and fully honor its obligations under this Agreement or any other agreement between the Department and the Borrower. Any waiver of this provision by disbursement following an event of default by the Borrower under the terms of this Agreement, or any other agreement between the Borrower and the Department, will not constitute a continuing waiver of this provision and the Department may refuse to make further Disbursements without any liability to the Borrower whatsoever.

Should the Department fail to fund any Disbursement due to the lack of an appropriation made pursuant to Florida law, the Payment Schedule in Exhibit E shall be adjusted to take into account the Department's failure to fund the Disbursement. In such event, the Borrower, the City, or both, may elect to terminate this Agreement and in such event, the Borrower, the City and SFRTA shall be relieved from any future financial obligations to the Department under this Agreement, except for the Borrower's obligation (and City's limited obligation expressed herein) to repay Disbursements made prior to termination, with interest. Also, for the purpose of clarity, in such event the pledge and assignment of the Pledged Revenues set forth in Article IV of this

this Agreement shall be interpreted to apply only to such amount of the Net Wave Assessments as are necessary under Section 6.04 to make Loan Payments under the Payment Schedule in Exhibit E, as adjusted to reflect the Department's failure to fund a Disbursement due to the lack of an appropriation made pursuant to Florida law. The Borrower and City shall in all other respects be free to use, reassign, and re-pledge any Net Wave Assessment Revenues not required by Section 6.04 to make the payments set forth in Exhibit E for the purposes set forth in City Ordinance C-13-14 and City Resolution Nos. 13-95 and 13-131.

If this Agreement is terminated due to the lack of an appropriation of State funds, SFRTA could be placed in default of its Federal Grant Agreement(s) (as defined herein) and other contracts related to the Project. The City and Borrower recognize that the Federal government may demand the return of all Federal funds provided to SFRTA for the Project and that SFRTA may be subject to other costs and damages due to the termination of this Agreement. If SFRTA is required to return payments to the Federal government, is required to make any other payments, or both, as a result of such default, including, but not limited to, payments for contract termination costs, judgments for default on contracts, or settlement costs, such payments shall be considered damages recoverable by SFRTA from the Borrower and City. The remedies provided for above are in addition to the remedies provided to SFRTA under the Wave Partnership Agreement. Federal Grant Agreement(s) means the Transportation Investment Generating Economic Recovery ("TIGER") grant in the amount of Eighteen Million Dollars ($18,000,000) awarded by the Federal Transit Administration ("FTA") of the U.S. Department of Transportation to SFRTA for the Project and the Fifty Million Dollars ($50,000,000) million Small Start Grant from the FTA for the Project, both as amended.

3.04 LOAN PAYMENTS.

Loan Payments shall be made at the time and in the amounts stated in the Loan Disbursement/Payment Schedule attached as Exhibit E. The Department may, in its sole and absolute discretion, adjust the scheduled Payment of the Loan provided in the Disbursement/Payment Schedule to take into account the adjustments permitted by Section 3.03. Loan Payments shall be credited first to interest accrued on the principal amount of the Loan, if any, then to principal. The Borrower may prepay the Loan in full, or in part, without penalty.

3.05 LIMITED PAYMENT OBLIGATION OF THE CITY.

In the event the Borrower is dissolved or otherwise ceases to exist, whether by action of the Borrower, otherwise by law, or by operation of Chapter 2005-346, Laws of Florida, the City has the authority to assess the Wave Assessments and assume the role of the Borrower for any other revenues legally imposed by the Borrower pursuant to Chapter 2005-346, Laws of Florida, and upon the dissolution or termination of the Borrower shall: (i) assume the role of the Borrower under this Agreement; (ii) until the Loan is repaid in full, assess the Wave Assessments and collect such other taxes or fees legally imposed by the Borrower pursuant to Chapter 2005-346, Laws of Florida; and (iii) pay such amounts due on the Loan to the Department in accordance with the schedule identified in Exhibit E (as it may be amended in

accordance with this Agreement), from the Net Wave Assessments and other available revenues from taxes or fees legally imposed by the Borrower pursuant to Chapter 2005-346, Laws of Florida. Except for such limited obligations, and the specific covenants of the City expressed in section 2.02 of this Agreement, the City shall have no liability under this Agreement.

3.06 NO PAYMENT OBLIGATON OF THE SFRTA.

The SFRTA shall have no payment obligation for the Loan Payments. SFRTA's sole responsibility under this Agreement is to comply with the provisions of Section 2.03, the specifically applicable provisions of Article V, and the specifically applicable provisions of Article VII. Except for the requirements of Sections 5.04 and 7.08, all responsibility and obligations of the SFRTA under this Agreement shall cease when the SFRTA completes the Construction Phase of the Project, provides the Department with the certification required in Section 5.05, and provides the Department with the final progress report required by Section 7.09 (for the last year of the Construction Phase).

## ARTICLE IV – SECURITY

4.01 PLEDGES TO THE DEPARTMENT.

The Borrower and the City pledges and assigns the Pledged Revenues to secure payment of the Loan. Neither the Borrower nor the City shall take any action with respect to the Pledged Revenues that would be inconsistent with this pledge. The pledge of the Pledged Revenues shall be valid and binding as of the Agreement Date. The lien of the Department on the Pledged Revenues will be prior and superior to any other pledge, lien, charge, or encumbrance.

4.02 ADDITIONAL DEBT OBLIGATIONS.

Neither the City nor the Borrower may issue additional debt obligations with a lien on the Pledged Revenues without the Department's consent.

4.03 COLLECTION OF PLEDGED REVENUES.

Neither the City nor the Borrower shall take any action to impair the assessment and collection of the Pledged Revenues.

## ARTICLE V – THE PROJECT

5.01 PROJECT.

SFRTA shall commence and complete the Project as described in the Wave Partnership Agreement with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and all applicable laws. SFRTA shall submit to the Department all data, reports, records, contracts, and other documents relating to the Project as the Department may require. The Borrower, together with the City, SFRTA, and eventually

the County, shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of the Project site for its intended use. SFRTA shall have obtained, prior to any Disbursement, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

5.02 PROJECT CHANGES.

The Borrower, the City, and SFRTA covenant and agree that they will not alter the nature or scope of the Project in any material fashion, or substitute any other project for the Project, without the prior written approval of the Department.

5.03 ENVIRONMENTAL POLLUTION.

SFRTA will carry out the Project in conformance with all applicable environmental regulations including the securing of any applicable permits. The Department will have no responsibility for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits.

5.04 PROJECT ACCOUNTING RECORDS

As part of its bookkeeping system, SFRTA shall keep accounts for the Project separate from all other accounts and it shall keep accurate records of all expenditure relating to the Project and Disbursements. Documentation regarding the Project accounts shall be made available to the Department upon request any time during the period of the Agreement and for five years after the final payment is made. All costs charged to the Project, including any approved services contributed by SFRTA, the Borrower, the City or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers that evidence, in proper detail, the nature and propriety of the charges.

5.05 PROJECT COMPLETION, BORROWER CERTIFICATION.

In addition to the proceeds of this Loan, the Borrower covenants that it has obtained, or will obtain, sufficient monies from other sources to complete construction and place the Project in operation. Failure of the Department to approve additional financing, where required, shall not constitute a waiver of the Borrower's covenant to complete and place the Project in operation. Upon completion of the Project, SFRTA will certify in writing that the Project (or expending of the Loan) was completed in accordance with applicable plans and specifications and the Wave Partnership Agreement and that the Project has been accepted by the County in accordance with the Wave Partnership Agreement.

5.06 USE AND MAINTENANCE OF PROJECT.

The Wave Partnership Agreement requires the County to operate and maintain the Project facilities and equipment in good working order for twenty years after handover of the Project to the County. The Department shall have no responsibility for the costs of operation or maintenance of the Project.

5.07 PROHIBITION ON ENCUMBRANCES

Except for handover of the Project to the County as contemplated by the Wave Partnership Agreement, the Borrower, the City, and SFRTA are prohibited from selling, leasing, or disposing of any part of the Project which would materially adversely affect their ability to meet their respective obligations under this Agreement so long as this Agreement, including any amendment, is in effect, unless the written consent of the Department is first obtained.

5.08 PROPERTY RECORDS

SFRTA will maintain property records, conduct physical inventories, and develop control systems as required by 49 C.F.R. Part 18, when applicable.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01 EVENTS OF DEFAULT.

The occurrence of any of the following events will be an event of default:

(1) Failure of the Borrower to make a Loan Payment when due, if the balance on deposit in the Wave Reserve Account is then inadequate to make the Loan Payment.

(2) Failure of the Borrower to maintain the Wave Reserve Account in accordance with section 6.04.

(3) The making of any warranty, representation or other statement by the Borrower, the City, or SFRTA contained in this Agreement or in any document, certificate or information furnished in compliance with, or in reference to, this Agreement, that is determined to be false or misleading.

(4) Entry of an order or decree appointing a receiver for any part of the Project or the Pledged Revenues, with the acquiescence of the Borrower, the City, or SFRTA; or if such an order or decree is entered without the consent or acquiescence of the Borrower, the City, or SFRTA, the failure thereafter by the Borrower, the City, or SFRTA to obtain an order or decree vacating, discharging, or staying the appointment within 60 days.

(5) The initiation of any proceeding, with the acquiescence of the Borrower, SFRTA, or the City, for the purpose of effecting a composition between the Borrower, SFRTA, or the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any

federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Pledged Revenues.

(6) The initiation of any bankruptcy, insolvency, or other similar proceeding by the Borrower, SFRTA, or the City under federal or state bankruptcy or insolvency law now or hereafter in effect; or the initiation of any bankruptcy, insolvency, or other similar proceeding against the Borrower, SFRTA, or the City under federal or state bankruptcy or insolvency law now or hereafter in effect, if the Borrower, SFRTA, or the City (as applicable) does not obtain an order dismissing the proceeding within 60 days after filing.

(7) Any other failure by the Borrower, the City, or SFRTA to comply with the material provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement in any material respects (a "General Non-compliance Default"), if the failure is not cured to the reasonable satisfaction of the Department within 60 days after notice of the occurrence of the General Non-compliance Default by the Department to the Borrower, the City, and SFRTA. If, within the time period provided in the previous sentence, the General Non-compliance Default is not cured to the satisfaction of the Department in the Department's reasonable discretion, then the General Non-compliance Default shall be deemed to be a default of this Agreement as of the date of the General Non-compliance Default. An Event of Default defined in subsections (1) through (6) of this section shall not be considered a General Non-compliance Default.

(8) The foregoing default provisions of Paragraph (7) above notwithstanding, SFRTA shall only be subject to default for its failure to comply with the provisions of Section 2.03, the specifically applicable provisions of Article V, or the specifically applicable provisions of Article VII of this Agreement.

6.02 REMEDIES.

Upon any event of default, the Department may pursue any available remedy at law or in equity, including:

(1) By mandamus or other proceeding at law or in equity, cause the Borrower and the City to remit to the Department Pledged Revenues sufficient to satisfy their payment obligations under this Agreement.

(2) By action or suit in equity, require SFRTA to account for all moneys received pursuant to this Agreement and require the Borrower and the City to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Project.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan Payments, the Department may provide for the payment to the Department of the delinquent amount, a penalty, and the cost to handle and process the debt, from any unobligated funds due to the Borrower (or the City if the Loan has not been paid in full upon any termination or dissolution of the Borrower) under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due.

(6) By notifying financial market credit rating agencies and potential creditors of the event of default.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the payment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

In addition to pursuing one or more of the above remedies, upon an event of default, the Department may, by providing 60 days advance written notice to the Borrower, the City, and SFRTA, elect to terminate this Agreement, and the Department shall have no further obligation or commitment under this Agreement. Any partial Loan Payments shall be allocated first to interest and second to principal.

In the event this Agreement is terminated by the Department due to a default by the Borrower, the City, or both, SFRTA shall have all remedies at law and equity against the defaulting party or parties for any costs, payments or damages it incurs as a result of such termination. The City and Borrower recognize that in the event of a default by City, Borrower, or both, that causes the Department to exercise its remedy of termination, SFRTA could be placed in default of its Federal Grant Agreement(s) and other contracts related to the Project. The City and Borrower further recognize that the Federal government may demand the return of all Federal funds provided to SFRTA for the Project and that SFRTA may be subject to other costs and damages due to the termination of this Agreement. If SFRTA is required to return payments to the Federal government, is required to make any other payments, or both, as a result of such default, including, but not limited to, payments for contract termination costs, judgments for default on contracts, or settlement costs, such payments shall be considered damages recoverable by SFRTA from the defaulting party or parties. The remedies provided for above are in addition to the remedies provided to SFRTA under the Wave Partnership Agreement.

6.03 REMEDIES NOT EXCLUSIVE; DELAY AND WAIVER.

No remedy conferred upon or reserved to the Department by this Article is exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy. No delay or omission by the Department to exercise any right or power accruing as a result of an event of default shall impair any such right or power or shall be construed to be a waiver of any such

default, and every such right and power may be exercised as often as may be deemed expedient. No waiver of any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

6.04 WAVE ASSESSMENT ACCOUNT, WAVE RESERVE ACCOUNT AND WAVE ROLLING COVERAGE ACCOUNT

(1) The Borrower shall deposit all Net Wave Assessments received from the City into the Wave Assessment Account. The Borrower may make payments to the Borrower for Borrower Administrative Fees from the Wave Assessment Account in accordance with the Wave Assessment Agreement.

(2) The Department and the Borrower shall establish the Wave Reserve Account by entering into a Memorandum of Agreement with the State of Florida, Department of Financial Services, Division of Treasury ("DFS"), under which DFS will hold deposits into the Wave Reserve Account to be disbursed as provided in this Agreement. The Wave Reserve Account shall be an interest bearing account that earns interest at the rate set by DFS in accordance with law.

(A) The Borrower shall deposit amounts from the Wave Assessment Account to the Wave Reserve Account during Fiscal Years 2014-2015 and 2015-2016 such that the amount on deposit in the Wave Reserve Account as of June 30, 2016, equals the total Loan Payment due in Fiscal Year 2016-2017.

(B) Beginning July 1, 2016, and continuing thereafter until the Loan is paid in full, in each Fiscal Year the Borrower shall deposit such amounts into the Wave Reserve Account as are necessary to ensure that the amount on deposit in the Wave Reserve Account as of the end of each Fiscal Year equals the total Loan Payment due in the next Fiscal Year.

(C) In the event the Department has to draw on an amount from the Wave Reserve Account to make all or part of a Loan Payment the Borrower shall, within six months make sufficient deposits to replenish the Wave Reserve Account for the amounts drawn by the Department to make the Loan Payment.

(D) The Wave Reserve Account shall be utilized for the last Loan Payment in accordance with the calculation in subsection (4) below.

(3) The Borrower shall establish the Wave Rolling Coverage Account. The Borrower may deposit funds in the Wave Rolling Coverage Account by the end of a Fiscal Year and count these funds toward the coverage requirement stated in Section 2.01(16) of this Agreement. Funds deposited in the Wave Rolling Coverage Account must remain on deposit for the entire Fiscal Year in order to be counted toward the coverage requirement.

(4) The Borrower may pay remaining principal amounts on the Loan ahead of the schedule for Loan Payments in Exhibit E. In the event the Borrower pays principal amounts on the Loan ahead of the schedule in Exhibit E, the Borrower shall monitor the amount of principal owed on the Loan compared to the balances in the Wave Assessment Account, Wave Rolling Coverage Account and the Wave Reserve Account and work with the Department to close out the Loan when these balances collectively equal or exceed the remaining principal amount on the Loan in any given Fiscal Year.

## ARTICLE VIII - GENERAL PROVISIONS

### 7.01 DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Loan Payments shall continue to be secured by this Agreement until all of the payments required are fully paid to the Department. Notwithstanding any provision of this Agreement to the contrary, the Borrower (or the City if the Loan has not been paid in full upon any termination or dissolution of the Borrower) may prepay this Loan only upon the express written consent of the Department, which consent shall not be withheld if such prepayment, in the judgment of the Department and the State of Florida Division of Bond Finance, will not adversely impact the Department's ability to comply with covenants relating to obligations secured by such Loan.

### 7.02 ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Borrower, the City, and SFRTA acknowledge that the Loan and all payments of principal and interest may be pledged and assigned by the Department as security for the payment of principal, of premium, if any, and interest on bonds that may be issued by the Department to fund the SIB and consent to such pledge and assignment. The Department and the State of Florida Division of Bond Finance (the "Division") may further pledge or assign all or any part of this Agreement without the prior consent of the Borrower, the City, or SFRTA after written notification to the Borrower, the City, and SFRTA. The Borrower, the City, and SFRTA shall not assign their rights and obligations under this Agreement without the prior written consent of the Department.

### 7.03 AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable State or Federal law. This Agreement may be

amended after all construction contracts are executed to re-establish the Project cost, Project schedule, and Loan amount.

7.04 ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if SFRTA has not drawn any of the Loan proceeds within six months of the first scheduled Disbursement date. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Borrower, the City, and SFRTA.

7.05 SUSPENSION AND TERMINATION.

If the commencement, prosecution, or timely completion of the Project is rendered improbable, infeasible, impossible, or illegal, or if any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project, by written notice to the Borrower, the City, and SFRTA, the Department may 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 at its option, the Department may terminate any or all of its remaining obligations under this Agreement.

Upon receipt of any termination or suspension notice, the Borrower shall repay the SIB according to the provisions of the Agreement, or as otherwise agreed upon, in writing, by the Department and the Borrower. The closing out of federal financial participation in the Project or the reduction or elimination of local support for this Project shall not constitute a waiver of the Borrower's obligation to repay the Loan.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Borrower, the City, or SFRTA to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

7.06 SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.07 APPROPRIATION.

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

The provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated verbatim: "(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 and which have a term for a period of more than 1 year."

7.08 MONITORING PROCEDURES, AUDIT REPORTS, AND RECORD RETENTION.

The administration of resources awarded by the Department may be subject to audits and/or monitoring by the Department, as described in this section. In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, 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, as revised, and/or other procedures. By entering into this agreement, the Borrower and SFRTA agree 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 Borrower or SFRTA is appropriate, the Borrower and SFRTA agree to comply with any additional instructions provided by the Department staff regarding such audit. The Borrower and SFRTA further agree to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

In the event that the Borrower or SFRTA expends $500,000 or more in Federal awards in its fiscal year, each must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Borrower and SFRTA 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 Borrower or SFRTA conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part. The Borrower and SFRTA shall also fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Borrower or SFRTA expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. If the Borrower or SFRTA elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Borrower or SFRTA resources obtained from other than Federal entities).

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.

The Borrower and SFRTA 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.

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 of Financial Services, 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.

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

(i) The Department at the following address:

Florida Department of Transportation
SIB Program Manager
Office of Comptroller – Project Finance
605 Suwannee Street, MS #10
Tallahassee, FL 32399-0450

(ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

In the event that a copy of the reporting package for an audit required by this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the Borrower and SFRTA shall submit the required written notification pursuant to

Section .320 (e)(2) and a copy of the Borrower's (or SFRTA's, as the case may be) audited schedule of expenditures of Federal awards directly to the Department at the following address. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Borrower and SFRTA shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation
SIB Program Manager
Office of the Comptroller – Project Finance
605 Suwannee Street, MS #10
Tallahassee, FL 32399-0450

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, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

The Borrower and SFRTA, 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 Borrower (or SFRTA, as the case may be) in correspondence accompanying the reporting package.

The Borrower and SFRTA 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, CFO, or Auditor General access to such records upon request. The Borrower and SFRTA shall ensure that audit working papers are made available to the Department, or its designee, 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.

7.09 PROGRESS REPORTS.

The Borrower and SFRTA shall provide the Department's Office of Comptroller semi-annual progress reports on "program and financial activities" that occur each year. The report will be signed or submitted electronically in accordance with Chapter 668, Florida Statutes, by an Authorized Representative. The following program information shall be included: program accomplishments (specific action taken to implement approved objectives/activities) and percent of accomplishments for each in terms of percentage completed; problems delaying implementation; and revised Project schedules if activities are not conforming to approved Project schedules as contained in the application. The following financial information shall be included: beginning fund balance; amount of expenditures; ending fund balance; interest earned to date; and the amount and percent of funds being contributed to the Project from other sources.

The semi-annual progress report is available on the SIB website at http://www.dot.state.fl.us/officeofcomptroller/PFO/sib.shtm.

7.10 THIRD PARTY AGREEMENTS.

Prior to execution of this Agreement by the Department, the Borrower, the City, and the SFRTA, shall not incur any liability for consultant services, construction, or purchase of commodities to any third party with respect to the Project that they intend to or will fund through a Disbursement without the written approval of the Department. The Department acknowledges that essential Project agreements for consultant services were procured prior to this Agreement, namely Project Management Consulting Services for the WAVE Modern Streetcar, Agreement 12-008, executed April 2013, between SFRTA and HDR Engineering, and Design Services for the WAVE Modern Streetcar, Agreement 14-006, executed August 2014, between SFRTA and Parsons Engineering Group, Inc., and the costs incurred for work performed under those two consultant contracts after the execution of this Agreement will be eligible for SIB Loan Disbursements. In addition, the Borrower will be providing reimbursement from Net Wave Assessments in Fiscal Years 2013-2014, 2014-2015 and 2015-2016 to the City and Borrower for prior direct Project expenses, the Wave Assessment Reimbursement, not to exceed a cumulative total of $915,000. Failure to obtain such approval other than above shall be sufficient cause for nonpayment by the Department. If the Project is, or is expected to become, part of the State Highway System (as defined in Chapter 334, Florida Statutes), SFRTA shall only procure professional consultant services and construction work for the Project from vendors that are prequalified by the Department in accordance with the provisions of Chapter 337, Florida Statutes, and Department rules adopted thereunder. The Loan does not constitute a commitment, guarantee, or obligation on the part of the United States to any third party, nor shall any third party have any right against the United States for payment solely by virtue of the contributions of Federal funds into the Florida SIB.

7.11 COMPLIANCE WITH CONSULTANTS' COMPETITIVE NEGOTIATION ACT.

It is understood and agreed by the parties that participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on compliance in full with provisions of Chapter 287, Florida Statutes, Consultants Competitive Negotiation Act. SFRTA's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.

7.12 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY AND OBLIGATION.

It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 23, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with funds disbursed by the Department under this Agreement.

SFRTA and its contractors agrees 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.

7.13 DISCRIMINATORY VENDOR.

Pursuant to Section 287.134(3)(a), Florida Statutes, if SFRTA expends any part of a Disbursement directly on the Project, SFRTA shall include the following statement in all bid solicitations relating to the Project:

"Pursuant to Section 287.134(2)(a), Florida Statutes, 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, proposals, or replies 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."

7.14 EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the carrying out of any project, the Borrower, the City, and SFRTA shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin.

7.15 PROHIBITED INTERESTS.

Neither the Borrower, the City, SFRTA, nor any of their contractors, subcontractors, consultants, or subconsultants shall enter into any contract with one another, or arrangement in connection with the Project or any property included or planned to be included in the Project, which violates any applicable provision of Chapter 112, Florida Statutes, relating to conflicts of interest and prohibited transactions. The Borrower, the City, and SRFTA shall further diligently abide by all provisions of Florida law regulating each of them with respect to procurement, contracting, and ethics. SFRTA shall insert in all contracts entered into in connection with the Project subsequent to the date hereof, and shall hereafter require its contractors and consultants to insert in each of their contracts the following provision:

"SFRTA is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with SFRTA relating to this project shall familiarize themselves with Chapter 112, Florida Statutes, and with general Florida law regulating SFRTA's ethical requirements,

prohibitions, and limitations with respect to procurement and contracts."

The provisions of this subsection shall not be applicable to any agreement between the parties and their fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

7.16 NO OBLIGATION TO THIRD PARTIES.

Except to the extent otherwise provided in this Agreement, neither the Department nor the Borrower, the City, or SFRTA, shall be obligated or liable hereunder to any person or entity not a party to this Agreement.

7.17 BONUS OR COMMISSION.

By execution of the Agreement the Borrower represents that it has not paid, is not obligated to pay, and agrees not to pay, any bonus or commission for the purpose of obtaining the Department's approval of its application for the Loan.

7.18 INDEMNITY.

To the extent allowed by law, the Borrower shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission by the Borrower, its agents, employees, contractors and/or subcontractors in connection with the planning, engineering, administrative, and construction activities financed by the Loan. Neither the Borrower, its agents, employees, contractors and/or subcontractors will be liable under this paragraph for any claim, loss, damages, 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.

If the Department receives notice of claim for damages for which the Borrower may be responsible under this paragraph, the Department will immediately forward the claim to the Borrower. The Department's failure to promptly notify the Borrower of a claim will not act as a waiver of any right herein.

7.19 THIRD PARTY BENEFICIARY

To the extent this Agreement confers upon or grants to the Division any right, remedy, or claim hereunder, the Division is recognized as being a third party beneficiary of this Agreement and may enforce any such right, remedy, or claim given or granted by the terms of this Agreement.

7.20 ENTIRE AGREEMENT.

The Loan Application executed by the Borrower, all exhibits, attachments and schedules attached to the Loan Application, and this Agreement ("the Agreement Documents") contain the entire agreement between the parties and incorporate and supercede all prior negotiations, correspondence, conversations, agreements or understandings relating to the Loan, and the parties hereto agree that there are no commitments, agreements or understandings concerning the Loan that are not contained in the Agreement Documents. No deviation from the terms of the Agreement Documents shall be predicated upon any prior representation or agreements whether oral or written. No modification, amendment or alteration in the terms and conditions contained in the Agreement Documents shall be effective unless contained in a written document executed by the parties. The foregoing notwithstanding, this Agreement shall not modify, alter or negate any of the terms of the Wave Partnership Agreement.

In the event of conflict between the terms and conditions of the Agreement Documents: (i) the terms and conditions contained in the body of this Agreement prevail over conflicting terms and conditions contained in any exhibits, schedules and attachments attached to this Agreement; (ii) the terms and conditions contained in the body of the Loan Application prevail over any conflicting terms and conditions contained in any exhibits, schedules and attachments attached to the Loan Application; and (iii) the terms and conditions of the Agreement, including all exhibits, schedules and attachments hereto, prevail over conflicting terms and conditions contained in the Loan Application and any exhibits, schedules and attachments to the Loan Application.

7.21 NOTICES.

Any notice, demand, request or other instrument which is required to be given under this Agreement in writing shall be delivered to all parties at the following addresses:

If to the Department: Florida Department of Transportation
SIB Program Manager
Office of Comptroller – Project Finance
605 Suwannee Street, MS #10
Tallahassee, Florida 32399-0450

If to Borrower: Downtown Development Authority
305 South Andrews Avenue, Suite 301
Fort Lauderdale, Florida 33301
Attn: Executive Director

If to the City: City of Fort Lauderdale
City Hall

100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: City Manager

If to SFRTA: South Florida Regional Transportation Authority
800 North West 33rd Street, Suite 100
Pompano Beach, Florida 33064
Attn: Executive Director

7.22 E-VERIFY.

SFRTA:

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.

7.23 EXECUTION OF AGREEMENT.

This Agreement may be executed in counterparts, which together shall constitute one agreement.

The parties have executed this Agreement on the date(s) below.

[SIGNATURE PAGES FOLLOW ON THE NEXT PAGES]

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Ananth Prasad, P.E., Secretary

Date: _____

Legal Review (Department)

_____

DOWNTOWN DEVELOPMENT
AUTHORITY OF FORT LAUDERDALE,
FLORIDA

By: _____

Chris Wren, Executive Director

Date: _____

Legal Review (Downtown Development
Authority of Fort Lauderdale, Florida)
I
By signing below, I express the opinions
stated in Section 2.04, entitled Legal
Authorization

_____

CITY OF FORT LAUDERDALE

By: _____

Lee R. Feldman, City Manager

Date: _____

Legal Review (City)

By signing below, I express the opinions stated in Section 2.04, entitled Legal Authorization

_____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: _____

Date: _____

Legal Review (SFRTA)

By signing below, I express the opinions stated in Section 2.04, entitled Legal Authorization

_____

**EXHIBIT "A"**
**PROJECT DESCRIPTION**

PROJECT NAME:

The Fort Lauderdale Wave Streetcar

PROJECT LOCATION:

Downtown Fort Lauderdale, Broward County
Fort Lauderdale, Florida 33301
Congressional Districts 20, 22 & 23

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.

PROJECT DESCRIPTION:

The Fort Lauderdale Wave Streetcar Project Phase 1 is a starter line 2.7 mile (two way) streetcar corridor project that will connect major employment and primary activity centers in the Downtown Fort Lauderdale. The project will provide connections to existing and proposed regional transit investments. The system will include 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.

The 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 the passenger 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 includes, but is 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.

The project benefits include economic development, regional connectivity and urban mobility, regional and local employment, reduce adverse impacts of transportation on the natural environment and reduce transportation-related crashes injuries and fatalities.

**EXHIBIT "B"**

**City Ordinance C-13-14 and City Resolution Nos. 13-95 and 13-131**

**EXHIBIT "C"**

**Wave Assessment Interlocal Agreement**
**as amended _____, 2014**

# EXHIBIT "D"

**WAVE Modern Streetcar Partnership Agreement dated April 16, 2013, as amended January 28, 2014**

# EXHIBIT "E"
# LOAN DISBURSEMENT/REPAYMENT SCHEDULE

**Downtown Development Authority of Ft. Lauderdale**
**Wave Streetcar**

| State Fiscal Year | Date | Beginning Balance | Estimated/Actual Disbursement | Capitalized Interest | Interest Accrued at 3.00% | Balance Including Interest | Repayment to Principal | Repayment to Interest | Total Repayment | Ending Balance |
|---|---|---|---|---|---|---|---|---|---|---|
| 2014/15 | 12/1/2014 | $0.00 | $9,745,000.00 | $0.00 | $0.00 | $9,745,000.00 | $0.00 | $0.00 | $0.00 | $9,745,000.00 |
| 2015/16 | 7/1/2015 | $9,745,000.00 | $9,745,000.00 | $0.00 | $0.00 | $19,490,000.00 | $0.00 | $0.00 | $0.00 | $19,490,000.00 |
| | 10/1/2015 | $19,490,000.00 | $0.00 | $317,179.73 | $317,179.73 | $19,807,179.73 | $0.00 | $0.00 | $0.00 | $19,807,179.73 |
| 2016/17 | 10/1/2016 | $19,807,179.73 | $0.00 | $0.00 | $594,215.39 | $20,401,395.12 | $626,872.61 | $594,215.39 | $1,221,088.00 | $19,180,307.12 |
| 2017/18 | 10/1/2017 | $19,180,307.12 | $0.00 | $0.00 | $575,409.21 | $19,755,716.33 | $645,678.79 | $575,409.21 | $1,221,088.00 | $18,534,628.33 |
| 2018/19 | 10/1/2018 | $18,534,628.33 | $0.00 | $0.00 | $556,038.85 | $19,090,667.18 | $665,049.15 | $556,038.85 | $1,221,088.00 | $17,869,579.18 |
| 2019/20 | 10/1/2019 | $17,869,579.18 | $0.00 | $0.00 | $536,087.38 | $18,405,666.56 | $685,000.62 | $536,087.38 | $1,221,088.00 | $17,184,578.56 |
| 2020/21 | 10/1/2020 | $17,184,578.56 | $0.00 | $0.00 | $515,537.36 | $17,700,115.91 | $705,550.64 | $515,537.36 | $1,221,088.00 | $16,479,027.91 |
| 2021/22 | 10/1/2021 | $16,479,027.91 | $0.00 | $0.00 | $494,370.84 | $16,973,398.75 | $726,717.16 | $494,370.84 | $1,221,088.00 | $15,752,310.75 |
| 2022/23 | 10/1/2022 | $15,752,310.75 | $0.00 | $0.00 | $472,569.32 | $16,224,880.07 | $748,518.68 | $472,569.32 | $1,221,088.00 | $15,003,792.07 |
| 2023/24 | 10/1/2023 | $15,003,792.07 | $0.00 | $0.00 | $450,113.76 | $15,453,905.84 | $770,974.24 | $450,113.76 | $1,221,088.00 | $14,232,817.84 |
| 2024/25 | 10/1/2024 | $14,232,817.84 | $0.00 | $0.00 | $426,984.54 | $14,659,802.37 | $794,103.46 | $426,984.54 | $1,221,088.00 | $13,438,714.37 |
| 2025/26 | 10/1/2025 | $13,438,714.37 | $0.00 | $0.00 | $403,161.43 | $13,841,875.80 | $817,926.57 | $403,161.43 | $1,221,088.00 | $12,620,787.80 |
| 2026/27 | 10/1/2026 | $12,620,787.80 | $0.00 | $0.00 | $378,623.63 | $12,999,411.44 | $842,464.37 | $378,623.63 | $1,221,088.00 | $11,778,323.44 |
| 2027/28 | 10/1/2027 | $11,778,323.44 | $0.00 | $0.00 | $353,349.70 | $12,131,673.14 | $867,738.30 | $353,349.70 | $1,221,088.00 | $10,910,585.14 |
| 2028/29 | 10/1/2028 | $10,910,585.14 | $0.00 | $0.00 | $327,317.55 | $11,237,902.69 | $893,770.45 | $327,317.55 | $1,221,088.00 | $10,016,814.69 |
| 2029/30 | 10/1/2029 | $10,016,814.69 | $0.00 | $0.00 | $300,504.44 | $10,317,319.13 | $920,583.56 | $300,504.44 | $1,221,088.00 | $9,096,231.13 |
| 2030/31 | 10/1/2030 | $9,096,231.13 | $0.00 | $0.00 | $272,886.93 | $9,369,118.07 | $948,201.07 | $272,886.93 | $1,221,088.00 | $8,148,030.07 |
| 2031/32 | 10/1/2031 | $8,148,030.07 | $0.00 | $0.00 | $244,440.90 | $8,392,470.97 | $976,647.10 | $244,440.90 | $1,221,088.00 | $7,171,382.97 |
| 2032/33 | 10/1/2032 | $7,171,382.97 | $0.00 | $0.00 | $215,141.49 | $7,386,524.46 | $1,005,946.51 | $215,141.49 | $1,221,088.00 | $6,165,436.46 |
| 2033/34 | 10/1/2033 | $6,165,436.46 | $0.00 | $0.00 | $184,963.09 | $6,350,399.55 | $1,036,124.91 | $184,963.09 | $1,221,088.00 | $5,129,311.55 |
| 2034/35 | 10/1/2034 | $5,129,311.55 | $0.00 | $0.00 | $153,879.35 | $5,283,190.90 | $1,067,208.65 | $153,879.35 | $1,221,088.00 | $4,062,102.90 |
| 2035/36 | 10/1/2035 | $4,062,102.90 | $0.00 | $0.00 | $121,863.09 | $4,183,965.99 | $1,099,224.91 | $121,863.09 | $1,221,088.00 | $2,962,877.99 |
| 2036/37 | 10/1/2036 | $2,962,877.99 | $0.00 | $0.00 | $88,886.34 | $3,051,764.33 | $1,132,201.66 | $88,886.34 | $1,221,088.00 | $1,830,676.33 |
| 2037/38 | 10/1/2037 | $1,830,676.33 | $0.00 | $0.00 | $54,920.29 | $1,885,596.62 | $1,166,167.71 | $54,920.29 | $1,221,088.00 | $664,508.62 |
| 2038/39 | 10/1/2038 | $664,508.62 | $0.00 | $0.00 | $19,935.26 | $684,443.87 | $664,508.61 | $19,935.26 | $684,443.87 | $0.00 |
| 2039/40 | 10/1/2039 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $0.00 |
| 2040/41 | 10/1/2040 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $0.00 |
| | | | $19,490,000.00 | $317,179.73 | $8,058,379.87 | | $19,490,000.00 | $7,741,200.15 | $27,548,379.87 | |

Interest begins accruing with the first disbursement and will accrue and compound annually each October 1 thereafter, until loan is completely repaid.

These calculations assume the following disbursement dates:

| | |
|---|---|
| FY 2015 | $9,745,000.00 |
| FY 2016 | $9,745,000.00 |

If disbursements are made on dates other than those above, the interest calculations will be modified and this schedule updated according.

| | |
|---|---|
| Total Loan Amount | $19,490,000.00 |
| Total Interest | $8,058,379.87 |
| Total Repayments | $27,548,379.87 |

Remit Payment to:

Mailing Address:

Florida Department of Transportation
Office of the Comptroller
605 Suwannee Street, MS #10
Tallahassee, FL 32399-0450

Note on Payment for "FDOT SIB Loan - 435202-1

**EXHIBIT "F"**

**DISBURSEMENT REQUEST FORM**

| | |
|---|---|
| VENDOR NAME: | South Florida Regional Transportation Authority |
| TOTAL SIB LOAN AMOUNT: | $19,490,000.00 |
| DATE OF THIS DISBURSEMENT REQUEST: | _____ |
| DISBURSEMENT/INVOICE NUMBER: | _____ |
| AMOUNT REQUESTED FOR THIS DISBURSEMENT: | $_____ |
| BALANCE OF LOAN TO BE DISBURSED: | $_____ |
| FINANCIAL PROJECT NUMBER: | 435202-1-58-01 |
| VENDOR IDENTIFICATION NUMBER: | F591164687-004 |
| CONTRACT NUMBER: | ARP18 |
| DRAW PERIOD RELATED TO THIS REQUEST: | _____ |

Warrant should be disbursed to:

Vendor Name:
Address:
Contact Person:
Contact Title:
Contact Telephone Number:
Contact E-Mail Address:

Per Section 3.03 Loan Disbursements of the State Infrastructure Bank Loan Agreement, I certify, to the best of my knowledge, $_____ in expenses is needed on the Wave Streetcar Project and these costs are eligible for advancement/reimbursement and use of the SIB funds.

_____

Tracking No. 12051454 AGENDA ITEM NO. R7

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

☐ Consent ☒ Regular

# AMENDMENT NO.1 TO AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. FOR PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE WAVE MODERN STREETCAR

## REQUESTED ACTION:

MOTION TO APPROVE: Amendment No.1 to Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., the Project Management Consultant (PMC), to provide 30% Design Services for Phase 1C of the Wave Modern Streetcar Project, in the maximum not-to-exceed amount of $242,433.54.

## SUMMARY EXPLANATION AND BACKGROUND:

On April 26, 2013, the SFRTA Board awarded The Wave Modern Streetcar Project Management Consultant (PMC) Services to HDR Engineering in the maximum not-to-exceed amount of $11,335,757.21. These services included, among other tasks, the 30% design and data collection for the 2.7-mile Wave Modern Streetcar Project (Project) alignment.

Since that time, the Wave Partners have determined that efforts should occur to change the original location of the Vehicle Storage Maintenance Facility (VMSF) from being located at the north end of the alignment to a location just south of the original alignment. The new location of the proposed new VMSF will be at 1801 SW 1st Ave., Fort Lauderdale (Site K), which extends approximately 800 feet beyond the original southern limit of the Project. This extension is referred to as Phase 1C.

This Amendment No.1 tasks the PMC with developing 30% plans and performing data collection for survey, geotechnical and sub-surface utility investigations on the new Phase 1C portion of the Project. Efforts are ongoing to relocate the VMSF to Site K.

Staff has negotiated a fee with the PMC which is 4.66% below the Independent Cost Estimate. Staff recommends approval of the Amendment No.1 to Agreement No. 12-008 (Exhibit 1) with the PMC in the maximum not-to-exceed amount of $242,433.54.

Department: Engineering and Construction
Project Manager: Martin Benzaquen, P.E.

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

FISCAL IMPACT: Not to Exceed Budgeted Funds (with funds provided to SFRTA by various entities through the Wave Partnership Agreement)

EXHIBITS ATTACHED: Exhibit 1 – Amendment No.1 to the Agreement No. 12-008

AGENDA ITEM NO. R7

AMENDMENT NO.1 TO AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. FOR PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE WAVE MODERN STREETCAR

Recommended by: 11/26/14
Department Director Date

Approved by: 11/26/14
Procurement Director Date

Authorized by: 11/26/14
Executive Director Date

Approved as to Form by: 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Marie Horenburger | ____Yes ____No |
| Commissioner Bruno Barreiro | ____Yes ____No | Nick A. Inamdar | _____ Yes ____ No |
| James A. Cummings | ____Yes ____No | James A. Scott | _____Yes _____No |
| Andrew Frey | ____Yes ____ No | James A. Wolfe, P.E. | _____Yes _____No |
| Frank Frione | ____ Yes ____ No | | |

EXHIBIT 1

# AMENDMENT NO. 1 TO AGREEMENT NO. 12-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC.

FOR

PROJECT MANAGEMENT CONSULTANT SERVICES
FOR THE WAVE MODERN STREETCAR

**AMENDMENT NO. 1 TO AGREEMENT NO. 12-008**

BETWEEN

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

AND

**HDR ENGINEERING, INC.**

FOR

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

This is the First Amendment to the Agreement for Project Management Consultant Services for The Wave Modern Streetcar between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,** hereinafter referred to as **"SFRTA"** and the **HDR ENGINEERING, INC.,** hereinafter referred to as **"PMC".**

**WHEREAS**, on April 26, 2013, **SFRTA** and **PMC** entered into a four-year Agreement, hereinafter referred to as "Agreement," in the maximum not-to-exceed amount of $11,335,757.21; and

**WHEREAS, SFRTA** now wishes to amend the Agreement to incorporate preliminary engineering activities and data collection including survey, geotechnical and sub-surface utility locations in a not to exceed amount of $242,433.54 for Phase 1C of the project. Phase 1C extends beyond the original limits of the project on the southern end from 17th Street to the new proposed Vehicle Storage Maintenance Facility (VMSF) located on 1801 SW 1st Ave, Fort Lauderdale, FL 33301. Phase 1C also includes the block on NE 3rd Ave. between NE 6th and 7th Streets.

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

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

   Scope of Services is being expanded with Attachment 1 of Amendment No. 1 entitled, "Scope of Services for Phase 1C" which is attached hereto and incorporated herein.

2. **EXHIBITS** are amended to read as follows:

Exhibit 1 of Amendment No.1 is attached hereto and incorporated into the Agreement.

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

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)~~ Eleven Million Five Hundred Seventy Eight Thousand One Hundred Ninety Dollars and Seventy-five Cents ($11,578,190.75).

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment No.1 to the Agreement and the Agreement, the parties hereby agree that this document shall control.

**IN WITNESS WHEREOF**, the parties have made and executed this First Amendment to the Agreement on the respective date under each signature: **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 _____, 2014.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

_____
JACK L. STEPHENS
EXECUTIVE DIRECTOR

By_____
COMMISSIONER BRUNO BARREIRO, CHAIR

_____ DAY OF _____, 2014

(SFRTA SEAL)

Approved as to form by:

_____
CHRIS BROSS, Director
Procurement

_____
TERESA MOORE, General Counsel

ATTEST:

Miriam Rodriguez
WITNESS

HDR ENGINEERING, INC.

_____
Charles T. Sinclair, VICE-PRESIDENT

23RD DAY OF SEPTEMBER, 2014

**Attachment 1**
**Scope of Services for Phase 1C**

The PMC shall provide consulting and design services for the Preliminary Engineering phase (30% complete design documents) for segments of the Wave Modern Streetcar project that are outside the boundaries of the TIGER Grant (Phase 1A) and Small Starts (Phase 1B) project limits i.e. for the Phase IC segments. The additional Phase IC segments include the non-revenue section of the alignment on the south end of the Project required to access vehicle maintenance and storage facility (VMSF) Site K and the segment of NE 3rd Avenue between NE 6th Street and NE 7th Street on the north end of the Project required to around the streetcar vehicle. Exhibit 1 illustrates the area outside the original Project boundaries to be addressed in Amendment 1 to the Wave PMC Contract.

The PMC shall provide the following Services:

1. Conceptual alignment analyses and evaluation of alternatives;
2. Survey of the entire street right-of-way, including legal descriptions, parcel maps, monument reference/record of survey drawing, topographic data, right-of-way, horizontal and vertical control surveys, and above ground utilities identification. An ALTA Survey shall be prepared for VMSF Site K;
3. A complete subsurface utility plan identifying underground anomalies, structures, and utilities;
4. Geotechnical investigation;
5. Demolition plans;
6. Track and civil design;
7. Utility relocation design, including underground and above ground utilities;
8. Sidewalk/accessible route plans;
9. On-street parking plans;
10. Pavement markings and signage plans;
11. Preliminary traffic management plan after evaluating impacts with the streetcar trackway;
12. Overhead contact system (OCS) poles layout;
13. Tie in to electric; and
14. Traffic signal interconnect.

# Exhibit 1

South End of Phase 1-C

# Exhibit 1 (cont.)

**North End Extension for Turnaround**

Tracking No. 12051455 AGENDA ITEM NO. R8

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

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☐ Consent ☒ Regular

# AMENDMENT NO.2 TO AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. FOR PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE WAVE MODERN STREETCAR

## REQUESTED ACTION:

MOTION TO APPROVE: Amendment No.2 to Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., the Project Management Consultant (PMC), to provide 30% Design and Management Services for the Northern Loop of the Wave Modern Streetcar Project, in the maximum not-to-exceed amount of $586,673.20.

## SUMMARY EXPLANATION AND BACKGROUND:

On April 26, 2013, the SFRTA Board awarded The Wave Modern Streetcar Project (Project) Management Consultant (PMC) Services to HDR Engineering in the maximum not-to-exceed amount of $11,335,757.21. These services included, among other tasks, the 30% design and data collection for the 2.7-mile Wave Streetcar alignment.

The Northern Loop is a segment of additional track (approximately 2,240 feet) to the north of existing Project limits. On November 4, 2014 the City of Fort Lauderdale's Commission approved the capital funding of the Northern Loop in the amount of $7,544,568, as a Project betterment. On October 31, 2014, the Community Redevelopment Agency (CRA), on behalf of the City, transferred to SFRTA $500,000 as a first installment to include the Northern Loop in the Project.

This Amendment No.2 tasks the PMC with developing 30% plans and performing data collection for survey, geotechnical and sub-surface utility investigations on the new Northern Loop portion of the Project, as well as providing general engineering management services for the new segment.

Staff has negotiated a fee with the PMC which is 3.83% below the Independent Cost Estimate. Staff recommends approval of the Amendment No.2 to Agreement No. 12-008 (Exhibit 1) with the PMC in the maximum not-to-exceed amount of $586,673.20. The City is obligated, pursuant to the Agreement between the City and SFRTA, to provide an additional $1.2 million for the complete design of the Northern Loop by December 19, 2014. SFRTA will not have expended the initial installment of $500,000 by that time.

Department: Engineering and Construction
Project Manager: Martin Benzaquen, P.E.

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

FISCAL IMPACT: Not-to-Exceed Budgeted Funds (with funds provided to SFRTA by the City of Fort Lauderdale)

EXHIBITS ATTACHED: Exhibit 1 – Amendment No.2 to the Agreement No. 12-008

AGENDA ITEM NO. R8

AMENDMENT NO.2 TO AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. FOR PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE WAVE MODERN STREETCAR

Recommended by: 11/26/14
Department Director Date

Approved by: 11/24/14
Procurement Director Date

Authorized by: 11/26/14
Executive Director Date

Approved as to Form: 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Marie Horenburger | ____Yes ____No |
| Commissioner Bruno Barreiro | ____Yes ____No | Commissioner Kristin Jacobs | ____Yes ____No |
| James A. Cummings | ____Yes ____No | Nick A. Inamdar | _____ Yes ____ No |
| Andrew Frey | ____Yes ____ No | James A. Scott | _____Yes _____No |
| Frank Frione | ____ Yes ____ No | James A. Wolfe, P.E. | _____Yes _____No |

EXHIBIT 1

AMENDMENT NO. 2 TO AGREEMENT NO. 12-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC

FOR

PROJECT MANAGEMENT CONSULTANT SERVICES
FOR THE WAVE MODERN STREETCAR

**AMENDMENT NO. 2 TO AGREEMENT NO. 12-008**

BETWEEN

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

AND

**HDR ENGINEERING, INC.**

FOR

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

This is the Second Amendment to the Agreement for Project Management Consultant Services for The Wave Modern Streetcar between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,** hereinafter referred to as **"SFRTA"** and the **HDR ENGINEERING, INC.,** hereinafter referred to as **"PMC".**

**WHEREAS**, on April 26, 2013, **SFRTA** and **PMC** entered into a four-year Agreement, hereinafter referred to as "Agreement," in the maximum not-to-exceed amount of $11,335,757.21; and

**WHEREAS**, **SFRTA** has a proposed Amendment 1 to the Agreement with **PMC** for preliminary engineering activities and data collection including survey, geotechnical and sub-surface utility locations related to Phase 1C of the project, in the total not-to-exceed amount of $242,433.54; and

**WHEREAS**, **SFRTA** now wishes to amend the Agreement to incorporate preliminary engineering activities, data collection including survey, geotechnical and sub-surface utility locations and project management services in a not to exceed amount of $586,673.20 for the Northern Loop of the project (the "Northern Loop Services"). The Northern Loop extends beyond the original limits of the project on the northern end from the NE 3rd Ave and NE 6th Street intersection going west on NE 6th Street up to Andrews Avenue, turning south up to NE 4th Street; and

WHEREAS, SFRTA has entered into an agreement with the City of Fort Lauderdale whereby the City has agreed to periodic payments for the Northern Loop Services, which are the subject of this Amendment No. 2 ("City Agreement");

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

1. **SCOPE** is amended to read as follows;

   Scope of Services is being expanded with Attachment 1 of Amendment No. 2 entitled, "Scope of Services for Northern Loop" which is attached hereto and incorporated herein.

2. **EXHIBITS** are amended to read as follows:

   Exhibit 1 of Amendment No. 2 is attached hereto and incorporated into the Agreement.

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

   SFRTA agrees to pay the CONTRACTOR compensation: (a) in the maximum not-to-exceed amount for Amendment No. 2 of Five Hundred and Eighty-Six Thousand Six Hundred and Seventy Three and 20/100 Dollars ($586,673.20), with any monies over $500,000 subject to the City's payment on December 19, 2014 pursuant to the terms of the City Agreement; and (b) as specified in the Contract Documents, the maximum not-to-exceed amount of ~~Eleven Million Five Hundred Seventy Eight Thousand One Hundred Ninety Dollars and Seventy-five Cents ($11,578,190.75)~~ Twelve Million One Hundred Sixty Four Thousand Eight Hundred Sixty-three Dollars and Ninety-five Cents ($12,164,863.95), subject to condition of Section 3(a).

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment No. 2 to the Agreement and the Agreement, the parties hereby agree that this document shall control.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have made and executed this Second Amendment to the 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 _____, 2014.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

_____
JACK L. STEPHENS
EXECUTIVE DIRECTOR

By_____
COMMISSIONER BRUNO BARREIRO, CHAIR

_____ DAY OF _____, 2014

(SFRTA SEAL)

Approved as to form by:

_____
CHRIS BROSS, Director
Procurement

_____
TERESA MOORE, General Counsel

ATTEST:

HDR ENGINEERING, INC.

_____
WITNESS

_____
PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2014

**Attachment 1**
**Scope of Services for Northern Loop**

The PMC shall provide consulting and design services for the Preliminary Engineering phase (30% complete design documents) for segments of the Wave Modern Streetcar project that are outside the boundaries of the TIGER Grant (Phase 1A) and Small Starts (Phase 1B) project limits. The Northern Loop extends beyond the original limits of the project on the northern end from the NE 3rd Ave and NE 6th Street intersection going west on NE 6th Street up to Andrews Avenue, turning south up to NE 4th Street. Exhibit 1 illustrates the area outside the original project boundaries to be addressed in Amendment 2 to the Wave PMC contract.

The PMC shall provide the following services:

1. Conceptual alignment analyses and evaluation of alternatives
2. Survey of the entire street right-of-way, including legal descriptions, parcel maps, monument reference/record of survey drawing, topographic data, right-of-way, horizontal and vertical control surveys, and above ground utilities identification.
3. A complete subsurface utility plan identifying underground anomalies, structures, and utilities.
4. Geotechnical investigation
5. Demolition plans
6. Track and civil design
7. Utility relocation design, including underground and above ground utilities
8. Sidewalk/accessible route plans
9. On-street parking plans
10. Pavement markings and signage plans
11. Preliminary traffic management plan after evaluating impacts with the streetcar trackway
12. Overhead contact system (OCS) poles layout
13. Tie in to electric
14. Traffic signal interconnect
15. Review of 75%, 90% and final plans.
16. Schedule updates.
17. Cost estimate at a 30% level and review at 75%, 90% and final plans.
18. Reports to the Project Partners and FTA as needed.
19. Update the Project Management Plan to include the additional scope.
20. Oversee utility coordination.
21. Permit coordination.
22. Budget monitoring.
23. PMP update. Financial monitoring. Coordination with FTA and Partners.
24. Analysis of project delivery method.
25. Coordination with final design consultant.

# Exhibit 1 - Flagler Loop Additional Scope

Tracking No. 12051456 AGENDA ITEM NO. R9

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

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☐ Consent ☒ Regular

AGREEMENTS FOR GENERAL PLANNING CONSULTANTS

REQUESTED ACTION:

MOTION TO APPROVE:

(A) MOTION TO APPROVE: Agreement No. 14-010 (A), between South Florida Regional Transportation Authority (SFRTA) and CH2M Hill, Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

(B) MOTION TO APPROVE: Agreement No. 14-010 (B), between South Florida Regional Transportation Authority (SFRTA) and Jacobs Engineering Group Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

(C) MOTION TO APPROVE: Agreement No. 14-010 (C), between South Florida Regional Transportation Authority (SFRTA) and Kimley-Horn and Associates, Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

(D) MOTION TO APPROVE: Agreement No. 14-010 (D), between South Florida Regional Transportation Authority (SFRTA) and Parsons Brinckerhoff, Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: William L. Cross P.E.
Department Director: William L. Cross P.E.
Procurement Director: Christopher Bross

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

EXHIBITS ATTACHED:
Exhibit 1 - Agreement No. 14-010 (A) (See ftp://www.sfrta.fl.gov )
Exhibit 2 - Agreement No. 14-010 (B) (See ftp://www.sfrta.fl.gov )
Exhibit 3 - Agreement No. 14-010 (C) (See ftp://www.sfrta.fl.gov )
Exhibit 4 - Agreement No. 14-010 (D) (See ftp://www.sfrta.fl.gov )
Exhibit 5 - Agreement No. 14-010 (E) (See ftp://www.sfrta.fl.gov )
Exhibit 6 - Evaluation Selection Committee Recommendations
Exhibit 7 – Agreement Language to Address Work Order Process
Exhibit 8 – CCNA Procurement Presentation

AGREEMENTS FOR GENERAL PLANNING CONSULTANTS

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REQUESTED ACTIONS: (Continued)

(E) MOTION TO APPROVE: Agreement No. 14-010 (E), between South Florida Regional Transportation Authority (SFRTA) and T.Y. Lin International, Inc., for Transportation Planning Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of $5,000,000.

(F) MOTION TO APPROVE: Agreement language for Work Order Process.

SUMMARY EXPLANATION AND BACKGROUND:

On July 18, 2014, a Request for Qualification (RFQ) was advertised for General Planning Consultants (GPC) with the provision to award up to five contracts. An Evaluation and Selection Committee was appointed by SFRTA's Executive Director, in accordance with the selection process, to evaluate responsive submittals. On September 9, 2014, the Evaluation and Selection Committee met and evaluated ten (10) submittals. The Committee ranked the ten (10) submitted RFQs based on the selection criteria. The Committee then recommended the award of contracts to the five (5) highest-ranked firms to provide technical planning assistance to the SFRTA. On September 15, 2014, fee proposals were requested from the five highest ranked firms. Staff has reviewed the fee submittals and found them to be acceptable.

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

Each Agreement is work-order driven and funds will be expended based on the available capital planning budget, adopted Capital Budget and short and long range transportation planning needs of the SFRTA. To address the Board's request, Staff is proposing an amendment to the Agreements which adds language to Section 3.3 of the Special Terms and Conditions of these Agreements to formalize the work order process ("Work Order Language").

Staff has prepared a short presentation on the Consultants' Competitive Negotiation Act (CCNA) procurement methodology used to procure these services, based upon questions asked at the last Board meeting (Exhibit 8).

Staff is recommending approval of the Agreements [14-010 (A) with CH2M Hill, Inc., 14-010 (B) Jacobs Engineering Group Inc., 14-010 (C) Kimley-Horn and Associates, Inc., 14-010 (D) Parsons Brinkerhoff, Inc., and 14-010 (E) T.Y. Lin International]. Staff is also recommending approval of the proposed Work Order language. If approved, the language will be added to the Agreements by amendment.

AGENDA ITEM NO. R9

SFRTA AGREEMENTS FOR GENERAL PLANNING CONSULTANTS

Recommended by: B Cross 11/26/14
Department Director Date

Approved by: 11/26/14
Procurement Director Date

Authorized by: 11/26/14
Executive Director Date

Approved as to Form by: 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Marie Horenburger | ____Yes ____No |
| Commissioner Bruno Barreiro | ____Yes ____No | Nick A. Inamdar | _____ Yes ____ No |
| James A. Cummings | ____Yes ____No | James A. Scott | _____Yes _____No |
| Andrew Frey | ____Yes ____ No | James A. Wolfe, P.E. | _____Yes _____No |
| Frank Frione | ____ Yes ____ No | | |

**EXHIBIT 6**

**Date:** **September 11, 2014**

**To:** **Jack L. Stephens, Executive Director**

**From:** **Evaluation and Selection Committee**

**Subject:** **RFQ 14-010 for "General Planning Consultant (GPC) Services"**
**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 shortlisting of the five highest ranked firms for the subject solicitation. Upon the Executive Director's concurrence with the Evaluation and Selection Committee's results, SFRTA will request fee proposals from the shortlisted firms. The five highest ranked firms are as follows:

1) Parsons Brinckerhoff, Inc.
2) T.Y. LIN International, Inc.
3) Jacobs Engineering Group, Inc.
4) Kimley-Horn & Associates, Inc.
5) CH2M HILL, Inc.

**Nature of Procurement**

SFRTA is seeking up to five (5) General Planning Consultants to assist SFRTA with implementing regionally significant transit projects. The General Planning Consultants shall assist in the planning, technical, managerial and administrative efforts related to transportation studies, projects and/or activities of SFRTA. The term of each Agreement will be five (5) years.

**Procurement History**

SFRTA began advertising this Request for Qualifications (RFQ) on July 18, 2014. Advance notice was sent to twenty-three (23) firms from SFRTA's vendor database/referral list. The RFQ was also publicly advertised in three (3) local newspapers. Twenty-one (21) firms obtained the RFQ document and ten (10) submittals were received on August 18, 2014.

An Evaluation and Selection Committee was approved by the SFRTA Executive Director on July 14, 2014 consisting of the following SFRTA staff members:

- Brandy Creed, Quality Assurance Manager
- Loraine Cargill, Planning & Capital Development Manager/EEO Officer
- Marie Jarman, Administrative Compliance Officer
- Lauran Mehalik, Operations Project Manager
- Marie Suzie Papillon, Transportation Planning Manager

The ten (10) submittals received were all deemed to be responsive to the RFQ and were forwarded to the Committee for review.

After an individual review of the RFQ submittals, the Committee met on September 9, 2014. The evaluation and selection shortlisting was performed in accordance with the evaluation criteria listed in Exhibit 1 of the RFQ as follows:

1. Qualifications and Experience (Maximum 40 points)
2. Personnel (Maximum 25 points)
3. Approach (Maximum 20 points)
4. Knowledge of South Florida Conditions (Maximum 15 points)

Based on the evaluation scoring results, the five highest ranked firms were shortlisted for submittal of fee proposals to SFRTA: Parsons Brinckerhoff, Inc., T.Y. LIN International, Inc., Jacobs Engineering Group, Inc., Kimley-Horn & Associates, Inc., and CH2M HILL, Inc.

**Analysis**

During the evaluation meeting the Committee discussed the RFQ strengths and weaknesses for each criteria. The five recommended firms received the highest score and ranking from the Evaluation and Selection Committee as listed below:

1. Firms present an excellent understanding, approach and staffing plan to meet SFRTA's needs;
2. Firms proposed Project Managers with years of experience;
3. Teams consist of subconsultants with specialized experience and capability;
4. Teams possess relevant transit experience;
5. Firms have strong knowledge of local South Florida conditions;
6. Teams have strong commitment to quality;
7. Teams understand importance of regionalism; and
8. Firms demonstrate strong understanding of the Work Order process.

**Determination**

For the reasons set forth above, the Evaluation and Selection Committee has shortlisted Parsons Brinckerhoff, Inc., T.Y. LIN International, Inc., Jacobs Engineering Group, Inc., Kimley-Horn & Associates, Inc., and CH2M HILL, Inc. as the top ranked firms for RFQ No. 14-010 for "General Planning Consultant (GPC) Services". After approval of the recommendation, fee proposals will be requested from the selected firms for staff's review and analysis. Following staff's acceptance of the fee proposals, contracts will be brought to the Governing Board for approval.

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

4/11/14

William Cross, Director
Planning & Capital Development

Chris Bross, Director
Procurement

Jack L. Stephens
Executive Director

Exhibit 7

Section 3.3 of the Special Terms and Conditions
for
General Planning Consultants Agreements

The following process will be followed by SFRTA in the selection of a Consultant to perform Work pursuant to a Work Order valued at more than $25,000, but no more than $2,000,000 (subject to annual Budget limits):

A. Work Order Selection Process

a. SFRTA Project Manager and Task Manager will determine the need for a Work Order based upon SFRTA's approved Capital or Operating Budget for the fiscal year.
    i. They will develop a preliminary scope, budget and schedule.
    ii. The inclusion of a Disadvantaged Business Enterprise ("DBE") goal for a specific Work Order will be determined on a case by case basis.
        1. If a DBE goal is to be used for a specific Work Order, then the applicable DBE analysis will be performed to identify the amount of goal and the applicable trades.
b. SFRTA will provide all of the Consultants with a Request for Work Order Proposal ("RFWOP"), upon its determination that a Work Order is necessary under the Contract.
c. The RFWOP will include the preliminary Scope of Work, the criteria to be used by SFRTA in determining selection and, if applicable, the DBE goal.
    i. Criteria for selection may include: capabilities and resources of the Consultants; availability of qualified personnel; and overall consultant usage to date.
    ii. In the event a DBE goal is to be applied to a Work Order, the RFWOP will include SFRTA's DBE Requirements
d. Consultants will be asked to provide a response to the RFWOP that is minimal in size and complexity. For example, a one page summary of the Consultant's ability to perform the Work and resumes of key personnel that would be assigned to the Work.

e. The SFRTA Project Manager will establish a deadline for submittal of the responses. No responses will be accepted after the deadline.
f. The SFRTA Project Manager and SFRTA Task Manager will review and rank the received proposals. The process will be supervised by the SFRTA Procurement Department.
g. The SFRTA Project Manager will finalize the Scope of Work and request a fee proposal from the highest-ranked Consultant and begin negotiations with that Consultant after receiving the fee proposal. Should negotiations be unsuccessful, the SFRTA Project Manager may begin negotiations with the next highest-ranked Consultant and so on, in compliance with the process outlined in Section 11 of the SFRTA Procurement Policy.

B. Work Order Approval Process

a. Once a Consultant has been selected and its fee proposal is approved by the SFRTA Project Manager, the Work Order will be submitted to the Consultant for execution.
    i. If a DBE goal has been established for a specific Work Order, satisfaction of the DBE goal will be included as a term of the Work Order.
b. The executed Work Order will then be approved by SFRTA, pursuant to the SFRTA Procurement Policy.
c. Once final SFRTA approval is obtained, the Consultant will be issued a Notice to Proceed for the Work Order.

# Consultants' Competitive Negotiation Act

# Consultant's Competitive Negotiation Act (CCNA)

- Applies to government agencies pursuant to 287.055, F.S., including SFRTA
- For Professional Services that fall within the practice of…
  - Engineering, Architecture, Landscape Architecture, or Surveying and Mapping
- Requires the evaluation and ranking of no fewer than three firms.
- Prohibits cost as a factor in the evaluation and ranking of firms.

# SFRTA General Planning Consultants (GPCs)

- Procured under CCNA method
- Scope of Services includes …

✓ Technical Land Use and Transportation Activities,
✓ Planning and Feasibility Studies,
✓ Conceptual Site Planning,
✓ Analysis of Land Use and Zoning Laws,
✓ Environmental Assessments, and
✓ Advancement of Preliminary and Conceptual Site Planning

- GPCs Request for Qualifications solicitation allowed for an award of up to five firms.
- The five top-ranked firms were selected based on qualifications.
- The top-ranked firms were required to submit certified payroll hourly rates and overhead rates/independent audited financial statements.
- Specific work under the GPC agreements will be negotiated on an individual work order basis using the submitted rates.

Tracking No. 12051457 AGENDA ITEM NO. R10

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

☐ Consent ☒ Regular

# AMENDMENT NO. 1 TO OPERATING AGREEMENT BETWEEN FDOT AND SFRTA AND AGREEMENT NO. 14-012 FOR MAINTENANCE OF WAY SERVICES ON THE SFRC

REQUESTED ACTION:

MOTION TO APPROVE:

(A) Amendment No. 1 to the Operating Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for the South Florida Rail Corridor (SFRC).

(B) Agreement No. 14-012 between SFRTA and Veolia Transportation Maintenance and Infrastructure (VTMI) for Maintenance of Way Services (MOW) on the SFRC, for a period of seven (7) years, in the lump sum amount of $161,247,371.73, with one (1) three (3) year option period in the lump sum amount of $74,833,447.79.

SUMMARY EXPLANATION AND BACKGROUND:

(A) Operating Agreement
On June 13, 2013, SFRTA entered into the Operating Agreement with FDOT (OA) (see Exhibit 1) which outlines the roles and responsibilities of both SFRTA and FDOT regarding the SFRC after the Commencement Date of the Amended South Florida Operations and Management Agreement (SFOMA2) (i.e., no later than March 31, 2015). In addition to assigning the responsibility of dispatch and maintenance of the SFRC to SFRTA, the OA addressed the cost sharing between SFRTA and FDOT for these activities and other shared costs (such as utilities).

Department: Engineering and Construction
Project Manager: Daniel R. Mazza, P.E.
Department Director: Daniel R. Mazza, P.E.
Procurement Director: Christopher Bross

FISCAL IMPACT: Funds are available in the fiscal year 2014-2015 budget for the annual amount of $1,896,895 + $616,000, to be prorated accordingly. FDOT will make quarterly contributions to the SFRTA for their applicable share of costs for years 1-10, as itemized in the Amended OA.

EXHIBITS ATTACHED:
Exhibit 1 –Operating Agreement
Exhibit 2 – Amendment No. 1 to Operating Agreement
Exhibit 3 – Agreement No. 14-012 (See ftp://www.sfrta.fl.gov )

AMENDMENT NO. 1 TO OPERATING AGREEMENT BETWEEN FDOT AND SFRTA
AND
AGREEMENT NO. 14-012 FOR MAINTENANCE OF WAY SERVICES ON THE SFRC

SUMMARY EXPLANATION AND BACKGROUND: (continued)

(A) Operating Agreement (cont.)

Exhibit D to the OA contained a Cost Sharing Table which addressed costs up to $17.4M per year (between $16.4 and $17.4M, the cost sharing is 87.5% FDOT and 12.5% SFRTA). If costs exceeded $17.4M, FDOT and SFRTA agreed to amend the OA to address additional funding. Based on the Maintenance of Way bids received, the annual costs for all expenses under the OA will exceed $17.4M. Therefore, the parties have negotiated the proposed Amended OA (see Exhibit 2) which changes the cost sharing to 90% FDOT and 10% SFRTA for any necessary funding beyond $17.4M per year. Exhibit D to the Amended OA outlines the cost sharing for the various SFRTA-assumed roles and responsibilities and summarizes those costs, excluding SFRTA staffing costs, in Table 6 at $1,896,895 for years 1-7 and $2,087,809 for years 8-10.

SFRTA had committed under the OA to pay for $616,000 in staffing costs, which is not included in the totals in Table 6 of Exhibit D but is included in the Fiscal Impact statement included with this agenda item.

Based on the provided information, Staff recommends approval of the Amended OA.

(B) MOW Agreement

On June 8, 2014, SFRTA advertised an Invitation to Bid (ITB) for Maintenance of Way Services for the SFRC, pursuant to the responsibilities SFRTA agreed to assume under the OA. Solicitation documents were made available on June 9, 2014 and a Pre-Bid conference was held on June 20, 2014. On September 4, 2014, SFRTA received two (2) bids. The lowest responsive bid was received from VTMI.

Staff performed a verification of the bid submittal for VTMI and determined the firm to be the lowest responsive and responsible bidder. VTMI's bid was 4.3% above SFRTA's Independent Cost Estimate. In addition, SFRTA compared the bid to bids received on similar properties in the nation (i.e. SunRail, Rail Runner, Trinity Railway Express), and found the bid to be within 10% when compared to equivalent mainline track mileage or train-miles traveled.

Based on these results, Staff recommends the approval of Agreement 14-012 (Exhibit 3) with VTMI for a period of seven (7) years in the lump sum amount of $161,247,371.73, with one (1) three (3) year option period for the lump sum amount of $74,833,447.79.

AMENDMENT NO. 1 TO OPERATING AGREEMENT BETWEEN FDOT AND SFRTA
AND
AGREEMENT NO. 14-012 FOR MAINTENANCE OF WAY SERVICES ON THE SFRC

Recommended by: 11/26/14
Department Director Date

Approved by: 11/24/14
Procurement Director Date

Authorized by: 11/24/14
Executive Director Date

Approved as to Form by: 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Marie Horenburger | ____Yes ____No |
| Commissioner Bruno Barreiro | ____Yes ____No | Nick A. Inamdar | _____ Yes ____ No |
| James A. Cummings | ____Yes ____No | James A. Scott | _____Yes _____No |
| Andrew Frey | ____Yes ____ No | James A. Wolfe, P.E. | _____Yes _____No |
| Frank Frione | ____ Yes ____ No | | |

# OPERATING AGREEMENT

# BETWEEN

# THE FLORIDA DEPARTMENT OF TRANSPORTATION

# AND

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

# FOR THE SOUTH FLORIDA RAIL CORRIDOR

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THIS OPERATING AGREEMENT ("Agreement"), entered into this ____day of _____, 2013, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("Department"), and the 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 ("SFRTA").

A. Pursuant to a Contract for Installment Sale and Purchase, ("Contract") dated May 11, 1988, the Department purchased from CSX Transportation, Inc., ("CSXT") certain properties described in this Agreement as the "State Property", upon which railroad freight, intercity passenger and commuter rail services are currently being conducted.

B. The conveyance to the Department was evidenced by a Warranty Deed dated May 11, 1988 that was simultaneously recorded in Palm Beach, Broward and Miami-Dade Counties (Counterparts 1 of 3, 2 of 3 and 3 of 3, respectively). Counterpart 2 of 3 was recorded in Official Record Book 15424, Pages 0731-1046, of the Public Records of Broward County, Florida (collectively referred to herein as the "Deed").

C. Under the Deed, CSXT retained a perpetual freight easement over the State Property for the exclusive purpose of providing rail freight service; it having been in the interest of the parties that CSXT remain the freight rail carrier subject to the Interstate Commerce Commission Termination Act of 1995, the Railway Labor Act and any other federal law relating to the provision of freight railroad transportation on the State Property.

D. SFRTA was created pursuant to Chapter 343, Florida Statutes, to own, operate, maintain, and manage a transit system in the tri-county area comprised of Miami-Dade, Broward, and Palm Beach Counties which three counties also comprise the Miami Urbanized Area.

E. In 2009, the Florida Legislature, pursuant to Chapter 2009-271, amended Section 343.58, Florida Statutes, providing a funding source for allocations to SFRTA under specified provisions (the "State Dedicated Funding") and authorized the annual transfer from the State Transportation Trust Fund to SFRTA, as provided for therein.

F. The Department and CSXT have entered into the South Florida Operating and Management Agreement ("SFOMA"), dated January 25, 2013 and SFRTA's Governing Board approved SFOMA's terms and conditions on January 25, 2013.

G. Pursuant to this Agreement, SFRTA, on behalf of the Department, will manage, operate, maintain, and dispatch all railroad operations on the South Florida Rail Corridor (the "Corridor"), and will also maintain and repair the rights-of-way, Layover Facilities and Yards (as collectively defined herein), state-owned buildings and facilities, tracks, bridges,

communications, signals and all appurtenances on the Corridor in a satisfactory condition and in accordance with the standards specified in this Agreement and SFOMA.

H. The parties recognize a need to formalize the operating rights and responsibilities of the parties as it relates to SFRTA's continued operation, dispatching (only over the New Bridge Corridor, as defined herein) and management of a commuter rail system on the Corridor and the acceptance of certain additional responsibilities under SFOMA regarding the management, operation, maintenance, and dispatch of all rail operations and signals on the Corridor as stated herein.

I. Until such time as SFOMA takes effect pursuant to the terms thereof, the 1988 Operating and Management Agreement Phase A ("OMAPA") shall govern the conduct of all rail operations over the South Florida Rail Corridor.

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

**SECTION 1. RECITALS.**

The recitals in this Agreement, which are true and correct, and the exhibits attached to this Agreement, are incorporated by reference.

**SECTION 2. BACKGROUND.**

The Corridor consists of all State Property conveyed by the Contract and Deed including but not limited to the rail lines, tracks, structures, signals, signal systems, communication systems, switches, crossovers, interlocking devices, state-owned buildings and facilities, the Hialeah Maintenance Yard, the proposed SFRTA Northern Maintenance Yard and Layover Facility, the West Palm Beach Layover Facility, the Dania Yard and the Miami Gardens Yard (collectively referred to herein as the "Layover Facilities and Yards") and stations owned by the Department and SFRTA extending from Mangonia Park to the Miami Intermodal Center ("MIC") - Central Station, as defined in Exhibit "A" attached to and incorporated in this Agreement, and including the New Bridge Corridor, and the MIC Rail Corridor as defined in Exhibit "B" attached to and incorporated in this Agreement, and the Replacement Bascule Bridge over the New River which is being constructed by the Department pursuant to SFOMA. The Corridor also includes Department-owned property that was not acquired as part of the State Property, but is used and is currently being maintained as described in Exhibit "A." .

The following operations currently occur on the Corridor:

A. SFRTA operates the Tri-Rail commuter passenger rail services over the Corridor, including the New Bridge Corridor, but it does not operate over the MIC Rail Corridor, which is currently under construction by the Department; and

B. CSXT operates through and switching rail freight service over the Corridor pursuant to a freight rail easement reserved to itself in the Deed, but it does not operate over the New Bridge Corridor or the MIC Rail Corridor; and

C. The National Railroad Passenger Corporation ("Amtrak") operates Intercity Rail Passenger Service over the Corridor, including the New Bridge Corridor, pursuant to an Agreement with the Department dated May 1, 1997 (the "Amtrak Agreement"), but it does not operate over the MIC Rail Corridor.

The New Bridge Corridor is defined by an agreement between the Department and CSXT dated June 30, 2005, AGREEMENT PARTIALLY IMPLEMENTING OPERATING AND MANAGEMENT AGREEMENT – PHASE B FOR THE NEW RIVER BRIDGE, and it has been operated and maintained by SFRTA since its opening.

The MIC Rail Corridor includes the property described in the decision rendered by the Surface Transportation Board on September 2, 2011 (Docket No. AB 55 (Sub-No. 717X)), which CSXT abandoned pursuant to that decision on October 31, 2011.

The MIC Rail Corridor shall be supplemented by the Department to include certain additional land which will be utilized for passenger rail operations serving the MIC Central Station. Once the MIC Rail Corridor has been completed and final accepted by the Department, the parties agree that this Agreement shall govern the newly constructed MIC Rail Corridor, except that the maintenance of the MIC Central Station common area shall be governed by the Temporary Relocation Agreement between SFRTA and the Department dated March 2, 2011 (the "Temporary Relocation Agreement") and any future agreement between SFRTA and the then-operator of the MIC Central Station common area.

SFRTA will undertake certain responsibilities addressed in SFOMA, as more particularly outlined in this Agreement.

**SECTION 3. IMPLEMENTATION.**

A. Operating Rights: The Department acknowledges that the purpose of this Agreement is to confirm that SFRTA has the rights necessary to implement the rights granted to it under Chapter 343, F.S., to operate a commuter rail service on the Corridor and to fulfill the responsibilities required of the Department under SFOMA and the Amtrak Agreement, as set forth in this Agreement. As a condition to maintaining the operating rights provided for in this Agreement, SFRTA agrees to comply with the terms and conditions contained in this Agreement, as well as those provided for in OMAPA, SFOMA and the Amtrak Agreement, as applicable, and to conduct all activities in accordance with applicable federal and state laws and regulations and the operating rules, policies and procedures, adopted pursuant to such laws and regulations or SFOMA, on the Corridor.

B. Schedule: The schedule provided in Exhibit "C," which is attached hereto and incorporated herein (the "Schedule") applies to the capital improvements to SFRTA's dispatch desk and SFRTA's procurement of the necessary contractors to perform the SFRTA Responsibilities (as defined herein), based on SFRTA's current intent to procure contractors to perform the SFRTA Responsibilities. The parties agree to make good faith efforts to comply with the Schedule and acknowledge that it is consistent with the Commencement Date in SFOMA. The Department acknowledges that SFRTA shall have the same consideration provided to the State regarding delays in procurements due to administrative or civil actions, as provided in Section 1(c)(i)5 of SFOMA.

C. Transition Responsibilities: No later than thirty (30) calendar days after execution of this Agreement by the parties, SFRTA, working in cooperation with the Department and CSXT shall commence work on a transition and implementation plan that will ensure the safe and orderly transition of the management, operation, maintenance, and dispatch of the Corridor with the goal of having said plan completed six (6) months prior to the Commencement Date.

**SECTION 4. TERM.**

A. This Agreement shall be for a term of fourteen (14) years and become effective on the date last signed by the parties to this Agreement ("Effective Date") and may be renewed by mutual agreement of the parties.

B. SFRTA and the Department shall cooperate in the effort to identify and implement an alternative dedicated local funding source before July 1, 2019 as referenced in Section 343.58, F.S. (the "Local Dedicated Funding"). In the event the Local Dedicated Funding is obtained, this Agreement shall be replaced with a mutually acceptable agreement between the parties, which shall be completed no later than six (6) months after SFRTA obtains the Local Dedicated Funding.

C. Upon commencement of the Local Dedicated Funding, the Department shall:

1. convey to SFRTA a perpetual commuter rail easement on the Corridor and all the Department's rights, title, and interests in rolling stock, equipment, tracks and other personal property for the operation and maintenance of the commuter rail operations on the Corridor; and

2. transfer, assign or take whatever legal action(s) necessary, to ensure that SFRTA receives all of the revenues from the Corridor existing as of the date of the conveyance of the perpetual commuter rail easement, including but not limited to SFOMA revenues, revenues from the Amtrak Agreement, outdoor advertising, right-of-way leases and utility revenues (including, but not limited to, telecommunications), and grants to SFRTA the right to generate new revenues on the Corridor consistent with applicable Florida law. The Department agrees that it

shall take no action during the term of this Agreement that shall in any way reduce or eliminate such Corridor revenues which exist as of the execution date of this Agreement without first notifying SFRTA.

**SECTION 5. FINANCIAL RESPONSIBILITIES.**

A. State Funding Assistance:

1. Until SFRTA begins to perform the SFRTA Responsibilities, the Department shall transfer quarterly, in equal installments, to SFRTA, the total amount of $30,600,000, unless a lump sum advance payment is approved by the Department's Comptroller (the "Current State Dedicated Funding"). In the fiscal year that SFRTA begins to perform the SFRTA Responsibilities and for each fiscal year thereafter during the term of this Agreement, pursuant to Section 343.58(4)(a)1., F.S., the Department shall transfer annually to SFRTA the total amount of $42,100,000.00, of which $11,500,000 represents the additional amount for SFRTA to assume the SFRTA Responsibilities (as defined herein) (the "Total State Dedicated Funding"). The Department will annually transfer to SFRTA the total amount of the State Dedicated Funding, in accordance with Section 343.58, F.S. and Section 215.422, F.S., prior to August 31st of each year. However, should SFRTA begin performing the SFRTA Responsibilities after August 31st of any fiscal year, the Department shall transfer a portion of the $11,500,000 representing the prorated amount for the remainder of said fiscal year to the SFRTA, no later than thirty (30) days following the date that SFRTA begins to perform the SFRTA Responsibilities. SFRTA agrees that the Current and Total State Dedicated Funding shall be deposited in an interest-bearing account, and that said interest shall be used by SFRTA for, and applied to, expenditures directly related to the operations, maintenance, and dispatch on the Corridor. The amount of interest earned and the uses for which it has been expended shall be reported annually, along with the expenditure report due per Section 5.D.2. Payment by the Department shall be made only after advance payments are authorized by the Department's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.

2. In the event the Department's revenues calculated using the Variable Fee (as defined in SFOMA) exceed $5 million in any given Annual Period (as defined herein) (the "Exceedance"), the Department shall, within sixty (60) days following the Department's receipt of the final quarterly payment for any Annual Period (as defined herein), transfer to SFRTA an amount equal to twenty-five percent (25%) of the Exceedance. The term "Annual Period" shall be defined initially as the first four(4) quarters under which CSXT calculates the Variable Fee revenues owed to the State pursuant to SFOMA and then every annual period thereafter. The Exceedance shall not be included in the calculation of the Average Annual MOW Cost (as defined herein) in Section 5.A.3 of this Agreement and shall not be used to offset any of the respective contributions of each party in Section 5.A.3 of this Agreement.

3. In the event the average annual cost for the provision of the maintenance, of the Corridor ("Maintenance of Way Services" or "MOW Services") under this Agreement ("Average Annual MOW Cost") exceeds the State Dedicated Funding, the parties agree that the cost sharing table in Exhibit "D" shall determine the respective annual contributions of each party. In the event SFRTA enters into an agreement with a third-party contractor to provide all of the MOW services under this Agreement, the Average Annual MOW Cost shall be calculated as the total bid amount(s) provided by the contractor(s) divided by the number of years of the MOW contract(s). In the event the bid(s) for MOW Services exceeds the engineer's estimate and both parties agree that cost efficiencies can be accomplished by the use of SFRTA employees, SFRTA will seek approval from the Department prior to removing such work from the MOW Services scope. The parties will negotiate the value of those services that can be applied to the Average Annual MOW Cost for the provision of MOW Services.

4. In no event shall SFRTA be responsible to bear more than $1.491 million of additional costs in excess of the State Dedicated Funding amount provided to perform the SFRTA Responsibilities in any Annual Contract Period, unless otherwise agreed to by the parties or unless SFRTA elects to perform some portion or all of the MOW Services using its own employees and FDOT disapproves including a portion of the costs associated with such employees in the Average Annual MOW Cost.

5. The parties agree that 100 percent (100%) of all of the capital improvements relating to the MIC Rail Corridor, including, but not limited to, all of the improvements to SFRTA's dispatching equipment necessary for SFRTA to dispatch the Corridor, and necessary to meet the requirements of this Agreement, SFOMA, and the Amtrak Agreement, will be paid by the Department. The current estimate for the capital improvements to the SFRTA dispatch equipment is approximately $3.6 million. The parties acknowledge that this amount may change if the contemplated staggered phasing of the work on the dispatch equipment is amended.

6. If the Department requests SFRTA to perform any additional work currently not performed by CSXT or the Department relating to the Corridor, which would be deemed outside the SFRTA Responsibilities or those contemplated by SFOMA, the Amtrak Agreement and this Agreement, the Department shall enter into a written agreement with SFRTA for such additional work to be performed. Any separate agreements for SFRTA additional work in addition to the SFRTA Additional Responsibilities (as defined herein) shall provide for additional funding to cover the entire cost of the additional work, unless another mutually acceptable arrangement is reached between the parties.

7. SFRTA shall comply with all applicable Disadvantaged Business Enterprise (DBE) requirements for all procurements related to the Corridor.

8. As this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

   "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 such 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 $25,000.00 and which have a term for a period of more than 1 year."

9. The Department's obligation to pay any monies under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

B. Compliance with State Funding Requirements:

   SFRTA shall be in compliance with State funding requirements of Section 341.052, F.S., as related to Section 5307 of the Federal Transit Act, 49 U.S.C. 5307.

C. Level of Commuter Rail Service. Subject to the availability of commuter rail funding as described in this Agreement, SFRTA agrees to provide the level of commuter rail service identified in the Full Funding Grant Agreement ("FFGA") with the Federal Transit Administration ("FTA"). SFRTA will continue to allocate an appropriate level of funding to maintain the FFGA level of commuter rail services. SFRTA agrees to provide the Department with copies of notices SFRTA may provide to FTA pursuant to the terms of the FFGA of any change in circumstances or commitments that adversely affects its commitment to finance its commuter rail services. The Department and SFRTA agree to cooperate in obtaining federal funding for current and future projects on the Corridor.

D. Budgets:

   1. Approved Operating Budget: The operating budget for the commuter rail service and a five-year (5) capital plan shall be approved by SFRTA's Governing Board prior to July 1 of each year. SFRTA will provide the Department with the Governing Board approved operating budget and capital budget by the end of July of each year. Any

changes to the approved operating budget or capital budget that must be approved by the Governing Board will be provided to the Department no more than ten (10) working days following such approval. SFRTA will incur obligations and make disbursements in accordance with its latest approved operating and capital budgets.

2. Actual Expense Accounting: SFRTA shall provide the Department with an actual expense report based on the approved operating budget line items by July 31st of each year. SFRTA will continue to provide to the Department, and post on the SFRTA website, SFRTA's Comprehensive Annual Financial Report ("CAFR") which contains its actual expenditures for the prior fiscal year, within thirty (30) days of the SFRTA Governing Board's receipt of the CAFR from its independent auditors.

E. Accounting, Reporting, Record Retention, and Access:

1. SFRTA shall account separately for all Department funds and maintain all accounts and reports required by Florida Law.

2. SFRTA shall adhere to all applicable state, federal, Federal Railroad Administration ("FRA"), and FTA related reporting requirements, including but not limited to, the National Transit Database. Boarding and alighting information shall be collected in accordance with FTA reporting requirements, and used in the operations and maintenance budgeting process.

3. SFRTA shall maintain all records pertaining to the operation, maintenance, and inspection of the Corridor pursuant to Florida's Public Records Laws, unless the retention of such records is otherwise provided for in this Agreement. Such records shall be made available to the Department or its designee, the State's Chief Financial Officer ("CFO") or Auditor General during normal business hours upon reasonable request.

4. SFRTA shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date each annual CAFR is presented to the SFRTA Governing Board ("CAFR Date"). SFRTA shall ensure that its independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor Inspector General upon request for a period of at least five (5) years from the CAFR Date.

5. SFRTA agrees to require its contractors to comply with the records requirements in paragraphs 3 and 4 of this Section.

## SECTION 6. OPERATIONS AND MAINTENANCE.

SFRTA shall provide for the management, operation, maintenance and dispatch of the Corridor, including, but not limited to, the services provided below (the "SFRTA Responsibilities"), except for the Additional I SFRTA Responsibilities (as defined herein) and any additional work provided pursuant to Section 5A.6 of this Agreement. SFRTA shall perform, or may contract with third parties to perform, the SFRTA Responsibilities and the Additional SFRTA Responsibilities (as applicable). SFRTA shall have no obligation to perform any of the SFRTA Responsibilities prior to the Commencement Date (as defined in SFOMA), other than for those SFRTA Responsibilities that require procurement and training of contractors prior to the Commencement Date.

After the Commencement Date, SFRTA's obligation to perform any work that will be subject to separate agreement(s) shall not commence until such agreements are executed ("Additional SFRTA Responsibilities") which include those Additional SFRTA Responsibilities addressed elsewhere in the document, i.e. wherever a separate agreement is required.

A. Operating and Maintenance

SFRTA shall:

1. Manage, direct, and control all railroad operations over the Corridor in accordance with SFOMA and the Amtrak Agreement, including the control and dispatch for the entry and exit of trains, locomotives, and rail cars (collectively referred to herein as "Rolling Stock"), as well as other rail equipment, including but not limited to, the following:

    a. Signalization and dispatching of the Corridor;
    b. Maintenance of the Corridor;
    c. Maintenance and security of the buildings, stations, grounds, Layover Facilities and Yards, maintenance equipment and tools;
    d. Operation of Tri-Rail feeder buses in revenue and non-revenue service;
    e. Operation and Maintenance of Rolling Stock and other rail equipment in revenue and non-revenue service; and
    f. All other operational activities necessary for the safe operations and maintenance of the Corridor.

2. Reach agreements with any contractors that, in its sole discretion, SFRTA determines are necessary to provide any of the SFRTA Responsibilities in compliance with this Agreement. If SFRTA determines, with the concurrence of the Department, that the prices offered in any competitive solicitation for services required to perform the SFRTA Responsibilities are unreasonable, SFRTA may elect to perform the services using its own employees.

3. Pay all costs associated with the SFRTA Responsibilities, subject to Section 5.

4. Coordinate its commuter rail service, Corridor maintenance and dispatch services with CSXT and Amtrak in accordance with SFOMA and with the Amtrak Agreement.

5. Promulgate and issue all rules, procedures, special instructions, timetables, practices, regulations and orders governing operations, track maintenance and inspections, over the Corridor, except for the Standards, as defined in SFOMA, which shall be developed and promulgated by the Department, as referenced herein in Section 9. The maximum authorized track speed and other operating rules for rail traffic shall be established by SFRTA in accordance with SFOMA, unless otherwise authorized by the Department.

6. Furnish, qualify, and train all operators, bridge tenders, and dispatchers and other personnel, including for the benefit of CSXT and Amtrak, as necessary and appropriate for the operation of the Corridor. Costs that are incurred by SFRTA with respect to CSXT and Amtrak operations (including training or qualifications of CSXT and/or Amtrak employees) shall be reimbursed to SFRTA pursuant to a separate agreement(s) and shall be deemed Additional SFRTA Responsibilities.

7. Be the host railroad for purposes of compliance with any federal Positive Train Control ("PTC") laws and regulations. The parties agree that the Department shall be responsible for the costs of the wayside signal hardware associated with PTC on the Corridor. SFRTA shall be wholly responsible for the costs of hardware on its Rolling Stock associated with PTC and for the annual spectrum leasing fees. SFRTA shall be responsible for the State's obligations regarding PTC maintenance, as stated in SFOMA.

8. Coordinate with, and obtain approval from, the Department, as may be required by Section 343.58, F.S.

9. Maintain and repair the Corridor, including the Layover Facilities and Yards, state-owned buildings and facilities, rights-of-way, the Hialeah Maintenance Yard Wastewater Treatment Facility, tracks, bridges, communications, signals and all appurtenances, in accordance with SFOMA, the Amtrak Agreement, and with applicable federal, state and local regulations.

10. Perform property maintenance work, including, but not limited to, mowing, Corridor fencing, garbage and trash pick-up, and graffiti removal.

11. Inspect the Corridor, including rail-highway grade crossings and signals, and conduct such inspections in accordance with applicable federal and state requirements.

12. Provide emergency services for all rail operations including, but not limited to, mechanical failure, wreck clearing and derailments as specified in SFOMA and the Amtrak Agreement. Such emergency services will not include Adverse Environmental Condition Services (as defined herein) which shall be handled in accordance with paragraph 13 of this Section and Section 9 of this Agreement, entitled "Department Responsibilities." Providing these services to CSXT and Amtrak shall be performed under separate agreements, however if separate agreements are not entered into between SFRTA and CSXT and/or Amtrak, prior to the Commencement Date, the Department and SFRTA will enter into a separate agreement to provide for the reimbursement to SFRTA of 100 percent (100%) of all costs incurred by SFRTA for the provision of emergency services, as described in this Agreement and such services shall be deemed Additional SFRTA Responsibilities. SFRTA shall be responsible for costs incurred in the provision of emergency services for its commuter rail operations unless the emergency service was required due to the actions of CSXT or Amtrak, in which case the Department shall seek reimbursement for all costs incurred by SFRTA from the party that caused the need for emergency services.

13. At the request of the Department, provide services to address Adverse Environmental Conditions (as defined herein), including emergencies, ("Adverse Environmental Condition Services") pursuant to a separate agreement with the Department in which the Department agrees to reimburse SFRTA for all costs associated with such work, unless another mutually acceptable arrangement is reached between the parties. Such services shall be deemed Additional SFRTA Responsibilities.

14. Provide emergency repair and protective services for crossings and approaching roadway surfaces within the Corridor in the event of damage or hazardous conditions affecting public safety, as needed or as requested by the Department. This work does not include the work contemplated under paragraph 16 of this Section.

15. SFRTA shall have the Corridor utilities placed in its name, except those currently under Amtrak's name, and shall be responsible for the costs of utility services pertaining to the Corridor.

16. Maintain and rehabilitate all railroad and roadway crossings and traffic control devices on the Corridor, in accordance with SFOMA. The parties acknowledge that certain railroad crossings will be repaired to the extent required only to permit continued railroad operations and such repairs will be part of the SFRTA Responsibilities. Additionally there are certain roadways that existed prior to the railroad and rehabilitation of these crossings will likewise be part of the SFRTA Responsibilities. With regard to all other crossings, at the direction of the Department, the SFRTA shall undertake rehabilitation of those crossings which have

deteriorated to an extent such that minor repairs cannot keep the crossing in service. The Department shall identify the number and locations of the crossings to undergo such rehabilitation, if any, in advance of each fiscal Year. SFRTA shall develop and provide the scope and cost estimate necessary for any crossing work to the Department, and such rehabilitation projects shall be compensated pursuant to the relevant separate agreement(s), such services being deemed Additional SFRTA Responsibilities.. The Department will work with SFRTA to obtain separate agreements with the Department (for crossings on State Roads) and applicable local governmental entities (for crossings on local roads) which shall provide for reimbursement for crossing improvements and maintenance of the traffic control devices for the crossings.

17. Perform all station maintenance, including but not limited to the platforms, pedestrian overhead bridges, elevators and station utilities, except as otherwise provided for in Section 2 of this Agreement regarding the MIC Central Station and as provided in the Amtrak Agreement. Station utilities shall include, but are not limited to, water, sewer, garbage, telephone and electrical services.

18. SFRTA will consult with the Department and seek the Department's approval for decisions regarding any SFRTA capital improvements, major rehabilitation, and track and facility layouts, and consider their impacts to other users of the Corridor and in accordance with SFOMA, and the Amtrak Agreement.

19. Obtain CSXT review and approval for track, signal and communication improvements, to the extent required by SFOMA.

20. Be responsible for all negotiations, communications with CSXT, Amtrak, local governments, private entities, and other affected parties necessary to maintain and operate the Corridor, except for matters related to SFOMA that are not delegated to SFRTA by this Agreement, the Amtrak Agreement or as addressed in Section 9 of this Agreement.

21. Pay all costs associated with any new construction projects on the Corridor which solely benefit SFRTA's commuter rail operation, unless otherwise agreed to by the Department. All such projects shall be coordinated in accordance with SFOMA and the Amtrak Agreement, unless otherwise approved by the Department.

22. Make changes in or additions or betterments to the Corridor required to accommodate CSXT and Amtrak Operations, in accordance with SFOMA and the Amtrak Agreement upon execution of a separate agreement for reimbursement with the necessary parties and such services shall be deemed Additional SFRTA Responsibilities The Department agrees to consult and discuss with SFRTA the work associated with all capital improvement projects on the Corridor that the Department desires to construct, prior to the Department initiating any related

procurements The Department agrees that it shall not take any actions as part of, or related to, such projects that shall detrimentally impact SFRTA's ability to meet its obligations under this Agreement or to operate a commuter rail service on the Corridor.

23. Upon receipt of written notice from the Department and/or CSXT, permit the Department and/or CSXT to accompany SFRTA on an inspection of the Corridor to determine SFRTA's compliance with its maintenance obligations. In the event such inspection discloses any defect(s) from the requirements set forth in this Agreement, the Department or CSXT may give SFRTA notice thereof, in which event SFRTA shall correct such defect(s) within the time provided under the applicable laws and regulations. In the event SFRTA shall fail to correct such defect(s) within the time provided under applicable laws or regulations, the Department and/or CSXT shall have the right, but not the obligation, to cause such defect(s) to be corrected and SFRTA shall reimburse the Department and/or CSXT for the entire cost thereof.

24. SFRTA shall operate and maintain any equipment and rolling stock provided by the Department in a State of Good Repair, according to prescribed standards and shall be responsible for all equipment and rolling stock warranties, preventative maintenance, repair maintenance and spare parts inventory. "State of Good Repair" means safe, fully functional, not in need of repair, and meeting or exceeding the minimum threshold for manufacturer's standards or other applicable regulations or standards. Proper procedures shall be established that will assure proper and timely records are kept and preventative maintenance is performed consistent with equipment warranty requirements and any applicable FRA requirements.

25. Conduct investigations under Section 20 of SFOMA, entitled "Investigations", with Department assistance, as required.

26. Regarding correspondence relating to notice of violations or violations received from regulatory agencies such as letters, emails, and written notifications ("Violation Notification or Correspondence"), notify the Department within twenty-four (24) hours by phone of SFRTA's receipt of any Violation Notification or Correspondence and provide copies of the Violation Notification or Correspondence to the Department within ten (10) business days of the date of the Violation Notification or Correspondence.

27. Notify the Department within twenty-four (24) hours by telephone of any known FRA reportable accident and/or incident that requires notification to third party agencies, in compliance with 49 Code of Federal Regulations ("CFR") 225 and 659. In addition, SFRTA shall provide the Department with written documentation regarding same within ten (10) business days of such notification.

28. Bar individuals from the Corridor, in accordance with SFOMA. In the event SFRTA does bar any individual, it shall be responsible for any costs that may be assessed against the State, as described in Section 3 of SFOMA, unless the individual was barred at the request of the Department in which case the Department shall be responsible for any such costs.

29. The Department confirms that SFRTA and not the Department shall establish rates for, and be entitled to revenues from, the commuter rail service, as referred to in Section 6(b) of SFOMA.

B. Environmental Activities, Requirements and Permits

1. Upon entering into a separate agreement with the Department, assist in environmental remediation activities on the Corridor, as requested by the Department, and such services shall be deemed Additional SFRTA Responsibilities, provided however, that SFRTA shall not be responsible for and shall incur no liability for any costs associated with the remediation of activities caused by parties other than SFRTA. In the event the Department incurs any costs associated with environmental remediation on the Corridor as a result of activities of third parties, the Department shall be solely responsible for obtaining any payments due the Department from the third parties.

2. Serve as the Department's representative for all required environmental permits on the Corridor, including but not limited to the National Pollution Discharge Elimination System ("NPDES") Permits issued by the Florida Department of Environmental Protection ("DEP"), the "Required Environmental Permits".

3. Comply with all federal and state regulations pertaining to the Required Environmental Permits.

4. Obtain the Department's approval of all SFRTA projects on the Corridor which shall require an Environmental Permit or an amendment to any existing Environmental Permit.

5. Coordinate and conduct: (1) monthly environmental inspections at the Hialeah Maintenance Yard; and (2) as needed elsewhere on the Corridor with the Department, CSXT, and Amtrak, as applicable.

6. Conduct the asbestos and lead inspections for all state-owned buildings on the Corridor, pursuant to federal and state regulations.

7. Conduct all activities in conformance with all applicable environmental regulations, including the acquiring of any applicable permits, whether in SFRTA's or the Department's name, and provide the Department with copies of all correspondence with regulatory agencies such as letters, notifications and permit applications and obtain the Department's approval prior to submitting any such permit applications. In the event of non-compliance, as determined by the applicable regulatory agency, SFRTA shall reimburse the Department for any fines or penalties incurred by the Department directly attributable to such non-compliance.

C. Development of Safety Programs and Plans:

1. Maintain the required safety programs and plans for transit and commuter rail operations, pursuant to applicable federal and state laws and regulations, including but not limited to 49 CFR 239, 270 and 659 (the "Required Safety Programs and Plans").

2. Certify annually to the Department that the Required Safety Programs and Plans are in compliance with the applicable federal and state laws and regulations.

3. Provide security resources appropriate to ensure safe and secure railroad operations in the Corridor. Coordinate security activities with local law enforcement related to illegal activities, including but not limited to, trespassing, vandalism, theft and vagrancy.

4. Comply with all applicable federal, state, and local government safety requirements. In the event of non-compliance, as determined by the applicable regulatory agency, SFRTA shall reimburse the Department for any fines or penalties incurred by the Department directly attributable to such non-compliance.

D. Preliminary Engineering (PE) Agreements, Review Times, and Flagging

1. SFRTA shall be responsible to review planning and engineering documents related to the Corridor requested by the Department for Department projects, at SFRTA's sole cost and expense. If the review services are requested on behalf of third parties, such services shall be reimbursed 100 percent (100%) by the party requesting the service by separate agreement and shall be deemed Additional SFRTA Responsibilities.

2. Review of preliminary engineering plans shall be consistent with the review time frames for the Department established in SFOMA. Such reviews shall to the extent practicable be concurrent with CSXT's review.

3. SFRTA shall be responsible for providing all of the Protective Services (as defined herein) on the Corridor. SFRTA shall be solely responsible for the cost of providing Protective Services, as needed, for its day to day operations. Protective Services will be required for activities on the Corridor as provided in this paragraph. When the Department, requires Protective Services it shall notify SFRTA before beginning any operations requiring movement of employees, trucks, or other equipment within the Corridor that may affect railroad operations. SFRTA shall furnish, within fifteen (15) business days of such notification (or within such timeframe as is mutually agreed upon between the affected parties), watchmen or flagging (the "Protective Services") to ensure the safety of railroad operations during the period of operation requiring the Protective Services. SFRTA's provision of the Protective Services, and associated payment to SFRTA from the Department, CSXT, Amtrak or other third party for the Protective Services, shall be addressed through separate agreements, which must be entered into prior to any Protective Services being provided by SFRTA and such services shall be deemed Additional SFRTA Responsibilities.. The Department agrees that it shall be responsible for reimbursing SFRTA for 100 percent of all costs associated with any Protective Services provided by SFRTA for Department projects, unless otherwise mutually agreed upon between the parties.

E. Labor Protection: SFRTA retains responsibility for all labor protection costs associated with the commuter rail service including the management, operation, maintenance, and dispatch thereof. The parties agree that the Department shall not seek funding or take any other action that may trigger labor protection obligations under any applicable 13(c) agreements or any other provision of law or applicable collective bargaining agreements without obtaining the prior written approval of SFRTA, which approval shall not be unreasonably withheld. The Department will assist SFRTA in securing information from CSXT to resolve labor protection claims pursuant to Section 1(e) of SFOMA.

## SECTION 7. FRA COMPLIANCE AND FUTURE REGULATORY CHANGES.

A. SFRTA or SFRTA's contractors shall comply with all FRA regulatory requirements for all the training requirements, as applicable, of 49 CFR Parts 200 to 299 and 649.

B. SFRTA shall keep all testing results and analyses relative to approved FRA plans and submittals accessible at the location identified in the applicable plan. SFRTA shall certify to the Department that it has received the necessary approvals from FRA for the assumption of the SFRTA Responsibilities no later than twenty (20) business days prior to the Commencement Date.

C. SFRTA shall be responsible for resolving all FRA and FTA violations including mitigating circumstances that led to violation, responding to regulators and paying fines. Any and all penalties and fines imposed regarding the violation of state and federal codes,

regulations, and laws shall be paid by SFRTA inasmuch as the violation occurs as a result of its or its contractor's failure to fully perform, as required by this Agreement.

D. Future changes to federal laws, regulations related to this Agreement ("Future Regulatory Obligations") which impose a financial burden of more than $500,000 on SFRTA shall require a separate agreement between the parties pursuant to Section 5A.6 of this Agreement addressing how the costs associated with such Future Regulatory Obligations shall be paid for.

## SECTION 8. ENVIRONMENTAL

A. As between SFRTA and the Department, the Department shall be responsible for Adverse Environmental Conditions (as defined in Section 8.C.) existing, created or caused on the State Property prior or subsequent to the Commencement Date, which are not directly attributable to SFRTA or its employees, officers, agents or contractors. The parties agree that this Section applies, but is not limited to, asbestos and lead in State buildings.

B. SFRTA shall be responsible for any Adverse Environmental Conditions directly attributable to SFRTA's or its contractors' acts, omissions or violation of environmental laws, existing, created or caused on the State Property prior or subsequent to the Commencement Date, including failure to secure any applicable permits and will reimburse the Department for any loss it incurs in connection therewith.

C. "Adverse Environmental Condition" shall mean any condition in the soil, air, surface water, or groundwater that violates or exceeds, or has the potential to violate or exceed, any federal, state or local statute, ordinance, code, criteria, guidance or standard intended to protect the natural environment or public health or that otherwise is a source of risk to human health or the environment.

D. Notice of Asserted Liability. Following the receipt by either party of written notice of any claims, liabilities, causes of action or any other circumstances that would give rise to costs pursuant to Section 12.E.1 of this Agreement ("Asserted Liability"), the receiving party shall give written notice to the other party within forty eight (48) hours after the occurrence of the Asserted Liability.

E. Costs of Defense and SIRF Coverage: Each party shall bear its own costs of defense for any defense, compromise, and satisfaction of any Asserted Liability attributable to that party pursuant to this Section 12, except that if SFRTA is named in a lawsuit in which a third party asserts that SFRTA is liable for:

    i. Personal Injury or Property Damage caused by an intentional Discharge of Pollutants solely for the purpose of mitigating or avoiding Personal Injury or Property Damage; or

ii. Personal Injury or Property Damage caused by a Discharge of Pollutants which is not Expected or Intended, but only if SFRTA becomes aware of the commencement of such Discharge within thirty (30) days of such commencement;

which Personal Injury or Property Damage would be covered by Pollution Liability coverage set forth in the insurance policies obtained under Section 12 of this Agreement, the Department shall defend SFRTA in any such lawsuit and pay any damages or settlement amounts arising from such lawsuit up to the limits of the Department's self-insurance retention fund. The capitalized terms in this subsection E shall have the same meanings as set forth in the insurance policies, e.g., "Pollutant" means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance which may, does, or is alleged to affect adversely the environment, property, persons or animals, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and Waste.

Notwithstanding anything in the foregoing to the contrary, SFRTA shall not admit or assume liability or settle or negotiate to settle any Asserted Liability without the prior written consent of the Department.

F. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving SFRTA's, SFRTA's contractors or the Department's sovereign immunity protections, or increasing the limits of liability set forth in Sections 337.27(4) and 768.28, F.S., as the same may be amended from time to time.

**SECTION 9. DEPARTMENT RESPONSIBILITIES.**

A. The Department, as the property owner of the Corridor, shall retain oversight responsibilities, as described in this Agreement, for all activities performed under SFOMA, the Amtrak Agreement, and this Agreement. The Department shall:

1. Pursuant to Section 341.302(17), F.S., maintain the Self Insurance Retention Fund ("SIRF") and be responsible for the claims handling function and for defense of all claims under the SIRF as required by SFOMA and this Agreement.

2. Appoint a Rail Liaison Coordinator, who will be the District 4 Modal Development Administrator or its designee and will be the primary contact person for the Department.

3. Make the Corridor available to SFRTA for SFRTA's operation of commuter rail service and for managing, operating, maintaining, and dispatching the Corridor in accordance with SFOMA, the Amtrak Agreement, this Agreement and Chapter 343, F.S. In addition, Department owned track and other materials stored in the Layover

Facilities and Yards and on Corridor property shall be available for SFRTA's use in operating and maintaining the Corridor. An inventory of these materials will be provided by the Department to the SFRTA upon execution of this Agreement.

4. Coordinate reviews and approvals with SFRTA for SFRTA, CSXT and Amtrak related matters including but not limited to contracts, agreements, leases, licenses, permits, track abandonments and discontinuances, and track and capital improvement projects on the Corridor.

5. Retain the oversight responsibilities for all environmental activities on the Corridor.

6. Provide Adverse Environmental Condition Services. Liability for costs associated with such emergency services shall be allocated to the party causing the environmental damages in accordance with SFOMA, the Amtrak Agreement and this Agreement.

7. Make all good faith efforts to facilitate or execute (if a party) any separate agreements referenced herein regarding the SFRTA Responsibilities, SFRTA Additional Responsibilities or any other work referenced herein to be performed pursuant to separate agreements.

8. Develop the Standards for the Corridor in compliance with SFOMA and be responsible for annually requesting from CSXT any amended standards, as provided for in SFOMA and provide the Standards to SFRTA annually no later than fifteen (15) calendar days following receipt of the CSXT Standards, as defined in SFOMA. SFRTA will have the opportunity to review proposed Standards and provide input to the Department during the Standards development process.

9. The Department will not take any action that would result in increased maintenance or dispatch costs, without mutual agreement of the parties.

10. Include SFRTA in any negotiations regarding amendments or subsequent agreements to the Amtrak Agreement or SFOMA or any other agreements relating to or impacting the SFRTA Responsibilities or Additional SFRTA Responsibilities as defined herein.

11. Consult with SFRTA prior to any abandonment or discontinuance pursuant to Section 11 of SFOMA.

12. Maintain responsibility (including all funding required) for Section 5(c) of SFOMA (Bascule Bridge).

13. Maintain responsibility for coordination with local governmental entities and other third parties regarding projects which involve or impact grade crossings and traffic

control devices for the grade crossings. The Department shall coordinate with SFRTA, local governments, and emergency services providers regarding the recurring maintenance and rehabilitation of the railroad and roadway grade crossings in the Corridor. This shall include changes and improvements to crossing traffic control devices and equipment related to the Federal grade crossing improvement program (also known as the Title II Program), which is subject to the annual appropriation of funding by the U.S. Congress. See also Section 6.A.16 of this Agreement.

14. Maintain responsibility for the administration, revocation and enforcement, and coordination regarding any Department issued leases, permits, and licenses. The Department shall also be responsible for addressing encroachments, right of entry, safety regulation compliance with respect to encroachments or rights of entry, or any other uses of the Corridor by third parties, except as noted herein as an SFRTA Responsibility or in the future is a separate agreement entered into for Additional SFRTA Responsibility(ies) and any costs associated with the foregoing.

15. Maintain responsibility for any Additional SFRTA Responsibilities until: (1) such time as the necessary separate agreement(s) have been executed by SFRTA and other relevant party(ies) as referenced herein; or (2) the parties have mutually agreed upon a date certain which is after the date of execution of any such separate agreement(s).

16. The Department shall be responsible to review planning and engineering documents related to the Corridor for SFRTA projects, at the Department's sole cost and expense.

## SECTION 10. ADDITIONS, BETTERMENTS, RETIREMENTS AND ALTERATIONS.

A. The Department, from time to time, may make changes in, additions, betterments or alterations to, or retirements from the Corridor, at its sole cost and expense, in accordance with SFOMA, subject to the requirements of Sections 6.A.22 and 9.A.9 herein.

B. The Department may request, from time to time, that SFRTA perform or cause to be performed work on the Corridor involving the construction, modification, alteration or relocation of railroad tracks, signals, or communication facilities used by SFRTA, CSXT and/or Amtrak for railroad operations. The Department, pursuant to a separate written agreement which must be entered into prior to any work being commenced, shall pay or cause to be paid, the cost and expense of the work to be performed, or caused to be performed, including without limitation, any and all costs and expenses incurred by SFRTA and others for the relocations of railroad tracks, signals, fiber optic transmission systems or communication facilities and for the provision of services, materials,

employees or equipment in connection with such work, which shall all be deemed Additional SFRTA Responsibilities, except as otherwise noted in this Agreement,.

C. SFRTA shall be responsible for costs incurred for the construction, modification, alteration or relocation of railroad tracks, signals and communication facilities that solely benefits its commuter rail operations. Said construction, modification, alteration or relocation of railroad tracks, signals and communication facilities require the prior approval of the Department.

**SECTION 11. RESERVED.**

**SECTION 12. LIABILITY AND INSURANCE**

A. Liability

Each party (including its officers, agents, employees, and contractors) shall be responsible for its own acts, errors or omissions. This provision does not in any way limit insurance coverage, or coverage provided by the SIRF (as defined herein), as provided below.

B. Insurance

1. Pursuant to Section 341.302(17)(b), F.S., the State is authorized to purchase liability insurance in an amount not to exceed Two Hundred Million Dollars ($200,000,000.00). In addition, the Department is authorized to establish a self-insurance retention fund (the "SIRF") in an amount not to exceed Ten Million Dollars ($10,000,000.00).

2. Pursuant to the authority granted under Section 341.302(17)(b), F.S., the Department has established the SIRF in the amount of Five Million Dollars ($5,000,000.00) "for the purpose of paying the deductible limit established in the excess insurance policies" required to be obtained under this Agreement including all SFRTA's business operations related to the Corridor as set forth in this Agreement and the coverages contained in the excess insurance policies. SFRTA shall obtain Department approval prior to entering into any agreement, lease or arrangement that may require coverage under the SIRF.

3. Notwithstanding any provision of this Agreement to the contrary, SFRTA has purchased, on behalf of the Department, and shall maintain such insurance in excess of the SIRF, which will cover claims and liabilities for loss, damage, injury or death arising out of or connected with the ownership, operation, maintenance and management of the Corridor, including, without limitation, the Department's obligations under SFOMA, the Operating and Management Agreement – Phase A,

SFRTA's contractual liabilities under this Agreement, and its contract operators and security providers in the amount of One Hundred Twenty Five Million Dollars ($125,000,000.00). SFRTA shall timely provide the Department and CSXT with copies of all policies showing the required coverage to be in effect with endorsements showing the Department and CSXT to each be an additional named insured under all policies. In the event of any material change in or cancellation of the policies reflecting the required coverage, sixty (60) days advance notice shall be given to the Department or within two (2) business days of such notice of material change or cancellation should SFRTA receive less than sixty (60) days advance notice.

4. The obtaining of such policy of insurance by SFRTA is a condition precedent to SFRTA's contract operators and security providers ("SFRTA Contractors") operating the commuter rail service for SFRTA, and the obtaining and maintenance of the insurance in full force and effect shall thereafter, throughout the term of the commuter rail operation, be considered a condition subsequent to the continuation of such operation by SFRTA and the SFRTA Contractors. In the event the insurance policy is canceled for any reason, SFRTA shall replace said policy or self-insure or provide such coverage as is needed during the notification period with another policy in like amount and coverage protection.

5. If the Department agrees to increase the insurance limits on the State Property from $125,000,000.00 to $200,000,000.00, pursuant to SFOMA, the Department shall direct SFRTA to promptly increase the limits of insurance to $200,000,000.00 and the Department shall simultaneously with the increase in the amount of insurance, increase the amount of the SIRF to $10,000,000.00. The parties agree that the coverage shall not be increased prior to December 31, 2013.

6. The property insurance shall be maintained at a minimum level of $15,000,000.00 during passenger intercity and commuter rail operations on the Corridor.

7. The foregoing liability and insurance provisions shall apply to any property owned or leased by SFRTA or over which SFRTA has an easement ("SFRTA Property") used in connection with the provision of commuter rail service as of the date of this Agreement. The SFRTA Property is set forth in the attached Exhibit "E." Except as provided for in the preceding sentence, the Department shall not have, nor exercise any oversight responsibilities for, or control over, any SFRTA Property. SFRTA agrees it shall maintain the SFRTA Property in a safe and secure manner.

C. Claims:

1. SFRTA shall notify all excess insurance carriers in writing and in accordance with the policy notice requirements, of any incidents such as severe personal injury or death occurring on or about the Corridor. SFRTA shall notify the Department within twenty-four (24) hours of SFRTA's knowledge of such incidents and shall copy the

Department on any such policy notices sent to the excess insurance carriers. When the Department receives a notice of litigation or a claim for damages that may have been caused by SFRTA in the performance of its business operations, the Department will notify SFRTA within twenty-four (24) hours and forward the claim to SFRTA. Likewise, if SFRTA receives notice of litigation or a claim for damages, it will notify the Department within twenty-four (24) hours and forward the claim to the Department. The Department will evaluate the claim. After reviewing the claim, the Department will determine whether to require the participation of SFRTA in the handling of the claim.

2. In the event litigation is commenced against the Department and if the claims asserted in the litigation do not fall within coverage of the SIRF or the excess liability policies, the Department may require that SFRTA defend the Department in such litigation as described in this section. The Department's failure to promptly notify SFRTA of a claim shall not act as a waiver of any right herein to require the participation in handling of the claim or defense of any litigation that arises from such claim. The Department and SFRTA 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 litigation, that party is responsible for all expenses at trial.

## SECTION 13. TERMINATIONS AND DEFAULT

A. Default by SFRTA. Any one of the following events shall constitute an Event of Default by SFRTA: (1) noncompliance with any federal, state, or local law which materially and adversely affects the ability of SFRTA to comply with the terms of this Agreement; or (2) failure to comply with any material requirements of this Agreement or with any requirements of SFOMA that prevents SFRTA from fulfilling its obligations under this Agreement; (3) SFRTA commences a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of SFRTA or any substantial part of SFRTA's assets; files an answer admitting the material allegations of a petition filed against SFRTA in any proceeding commenced against SFRTA; consents to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against SFRTA; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing; or (4) an involuntary case or other proceeding shall be commenced against SFRTA seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to SFRTA's debts under any bankruptcy, insolvency or other similar law now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of SFRTA or any substantial part of SFRTA's assets; seeking the

issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case or other proceeding shall not be contested by SFRTA in good faith or shall remain undismissed and unstayed for a period of ninety (90) days.

B. Department Remedies. Upon the occurrence and continuance of any Event of Default on the part of SFRTA as defined above, the Department may exercise one or more of the following:

1. The Department may institute legal proceedings against SFRTA to collect payment of any sum owed by SFRTA hereunder.

2. If a Default has occurred that SFRTA has failed to cure after written notice and a ninety (90) day opportunity to cure (or longer if the cure period is extended by the Department), the Department may institute legal proceedings against SFRTA to compel performance of any obligation required to be performed by SFRTA hereunder including but not limited to, where appropriate, actions for specific performance and/or injunctive relief.

3. If an Event of Default has occurred, and if the Department wishes to elect to terminate this Agreement, then the Department shall provide SFRTA with a written notice ("Termination Notice"). If SFRTA fails to cure the Default within ninety (90) days from receipt of the Termination Notice, then the Department shall have the unilateral right to terminate this Agreement and exercise all of the remedies hereunder and at law or in equity. However, if such obligation is of a nature that it could not reasonably be performed within ninety (90) days, such ninety (90) day period shall be extended so long as SFRTA institutes performance within such ninety (90) days and thereafter diligently and continuously pursues performance, all being subject to force majeure. Any Termination Notice shall recite that the Department intends to pursue termination of the Agreement if the Default is not cured. Termination shall be effective upon notice to that effect to SFRTA.

C. Whenever the Department has reason to believe that an Event of Default by SFRTA will imminently occur if SFRTA fails to take the necessary action, the Department shall provide notice to SFRTA, stating with particularity the basis for its belief and shall detail the corrective actions the Department deems are necessary to prevent or mitigate the anticipated Event of Default including a schedule for such action ("Default Notice"). Prior to providing the Default Notice, the Department shall contact SFRTA in writing to set up a timeframe for a meeting between the Parties ("Meeting Notice") and the parties agree to meet within ten (10) calendar days after receipt of the Meeting Notice by SFRTA. If the meeting fails to result in a resolution amenable to both parties, the Department may provide the Default Notice as identified herein. In the event a Default does occur, the Department may pursue its remedies as provided for herein.

D. Default by the Department. Any one of the following events by the Department shall constitute a default: (1) noncompliance with any federal, state, or local law which materially and adversely affects the ability of the Department to comply with the terms of this Agreement; or (2) failure to comply with any material requirements of this Agreement or with any requirements of the SFOMA that prevents SFRTA from fulfilling its obligations under this Agreement.

E. SFRTA Remedies. Upon the occurrence and continuance of any Event of Default on the part of the Department as defined above, SFRTA may exercise one or more of the following remedies:

1. SFRTA may institute legal proceedings against the Department to collect payment of any sum owned by the Department hereunder.

2. If a default has occurred that the Department has failed to cure after written notice thereof and a ninety (90) day opportunity to cure (or longer if the cure period is extended by SFRTA), SFRTA may institute legal proceedings against the Department to compel performance of any obligation required to be performed by the Department hereunder including, where appropriate, actions for specific performance and/or injunctive relief.

3. If a Default has occurred pursuant to this Section, above, and if SFRTA wishes to elect to terminate this Agreement, then SFRTA shall provide the Department with a written notice ("Termination Notice"). If the Department fails to cure the Default within ninety (90) days from receipt of the Termination Notice,, SFRTA shall have the unilateral right to terminate the Agreement and exercise all of the remedies hereunder and at law or in equity. However, if such obligation is of a nature that it could not reasonably be performed within ninety (90) days, such ninety (90) day period shall be extended so long as the Department institutes performance within such ninety (90) days and thereafter diligently and continuously pursues performance all being subject to force majeure. Any Termination Notice shall recite that SFRTA intends to pursue termination of the Agreement Notice if the Default is not cured. Termination shall be effective upon notice to that effect to the Department.

F. Whenever SFRTA has reason to believe that a Default under this Agreement by the Department will imminently occur if the Department fails to take the necessary action, SFRTA shall provide notice to the Department, stating with particularity the basis for its belief and shall detail the corrective actions SFRTA deems are necessary to prevent or mitigate the anticipated default including a schedule for such action ("Default Notice"). Prior to providing the Default Notice, SFRTA shall contact the Department in writing to set up a timeframe for a meeting between the parties ("Meeting Notice") and the parties agree to meet within ten (10) calendar days after receipt of the Meeting Notice by the Department. If the meeting fails to result in a resolution amenable to both

parties, SFRTA may provide the Default Notice as identified herein. In the event a Default does occur SFRTA may pursue its remedies as provided for herein.

**SECTION 14. MISCELLANEOUS.**

A. SFRTA shall utilize and expressly require any SFRTA contractors to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SFRTA or its contractors during the term of this Agreement.

B. Subject to Section 768.28(10)(d), F.S., neither party is an agent of the other party for any purpose such as to bind or represent the interests thereof, nor shall either party represent that it is an agent or that it is acting on behalf of the other party, except as expressly provided. Neither party shall be bound by any unauthorized acts or conduct of the other party.

C. Neither party's employees are employees of the other party.

D. Neither party shall sell, assign, or otherwise transfer its rights and obligations under this Agreement without the prior written consent of the other party.

E. The parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision of this Agreement is for the exclusive benefit of the Department and SFRTA and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this Agreement, or to be a third party beneficiary thereof, except to the extent expressly provided in this Agreement.

F. Neither party shall in any event be responsible or held liable to the other for any indirect, incidental, special or consequential damages of any nature whatsoever, including liability for loss of use of property, loss of profits or other revenues, interest, increased expenses or business interruption, however the same may be caused, except as stated in Section 9.A.9 herein.

G. The parties agree to engage in mediation or other dispute resolution process prior to resorting to any litigation regarding this Agreement.

H. Unless otherwise agreed, the delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right under this Agreement.

I. Any changes, modifications, or deletions to this Agreement shall be in writing and with the same formality of execution as this Agreement.

J. The parties will, subsequent to the Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

K. This Agreement and any amendments thereto, constitutes the full and complete agreement of the parties and supersedes any prior agreements, arrangements and communications, whether oral or written between the parties, with respect to the subject matter of this Agreement. Each party acknowledges that it is entering into the Agreement solely on the basis of the representations contained herein, and for its own purposes and not for the benefit of any third party.

L. Any notices required or permitted to be given under this Agreement shall be in writing (except those otherwise authorized herein to be given by telephone) and shall be deemed to have been given if: (1) if by telephone, when a discussion occurs between SFRTA and FDOT's Modal Development Administrator or his or her designee or (2) if in writing, when delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage-prepaid envelope, and addressed as follows:

If to SFRTA:
South Florida Regional Transportation Authority (SFRTA)
800 N.W. 33rd Street
Pompano Beach, Florida 33064
Attn: Executive Director

With a copy to:
South Florida Regional Transportation Authority (SFRTA)
800 N.W. 33rd Street
Pompano Beach, Florida 33064
Attn: General Counsel

If to the Department:
FDOT/District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309
Attn: Modal Development Administrator

With a copy to:
FDOT/District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309
Attn: District General Counsel

M. No funds received pursuant to this Agreement may be expended for lobbying the Federal and State Legislature or a state agency.

N. The Department and SFRTA agree to cooperate if the exercise of eminent domain power becomes necessary to acquire property for the commuter rail service in determining which agency will be the most appropriate governmental entity to exercise its authority. In the event that any condemnation authority institutes an action or proceeding for the condemnation of a portion of the Corridor, the Department and SFRTA agree to jointly and equally defend such action and shall attempt to prevent any taking that would make it more costly or less efficient to provide the commuter rail service.

O. If future federal, state, or local statute, ordinance, regulation, rule or court action renders this Agreement, wholly or in part, illegal, invalid, unenforceable or impractical, the Department and SFRTA agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable and/or practical. Each section, paragraph or provision of this Agreement shall be considered severable, and if for any reason any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation or rule, such invalidity shall not impair the operations of or otherwise affect the valid portions of this Agreement.

P. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action arising under this Agreement shall be in Leon County, Florida.

Q. This Agreement may be executed in duplicate and in counterparts.

R. This Agreement supersedes the extension of the 2006 Joint Participation Agreement between the parties, dated December 20, 2010 and any other agreements between the parties relating to the Department's grant to SFRTA of operating rights on the Corridor, except for the Temporary Relocation Agreement.

S. For the purposes of this Agreement, references to CSXT shall mean CSXT and any successor or assignee of CSXT's rights and responsibilities under SFOMA; and references to Amtrak shall mean Amtrak and any successor or assignee of Amtrak's rights and responsibilities under the Amtrak Agreement.

*The remainder of this page intentionally left blank.*

The parties have executed this Agreement on the date(s) below:

SFRTA:
South Florida Regional Transportation Authority,
a body politic and corporate and an agency of
the State of Florida

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

Date: 6/7/13

Attest:

_____
SFRTA Executive Director

Approved as to form and legal sufficiency:

_____
SFRTA General Counsel

DEPARTMENT:

State of Florida, Department of Transportation,
an Agency of the State of Florida

By: _____
James A. Wolfe, P.E., District Four Secretary

Date: 6/13/2013

Legal Review:

_____

Exhibit "A"
Corridor Description

The Corridor shall mean:

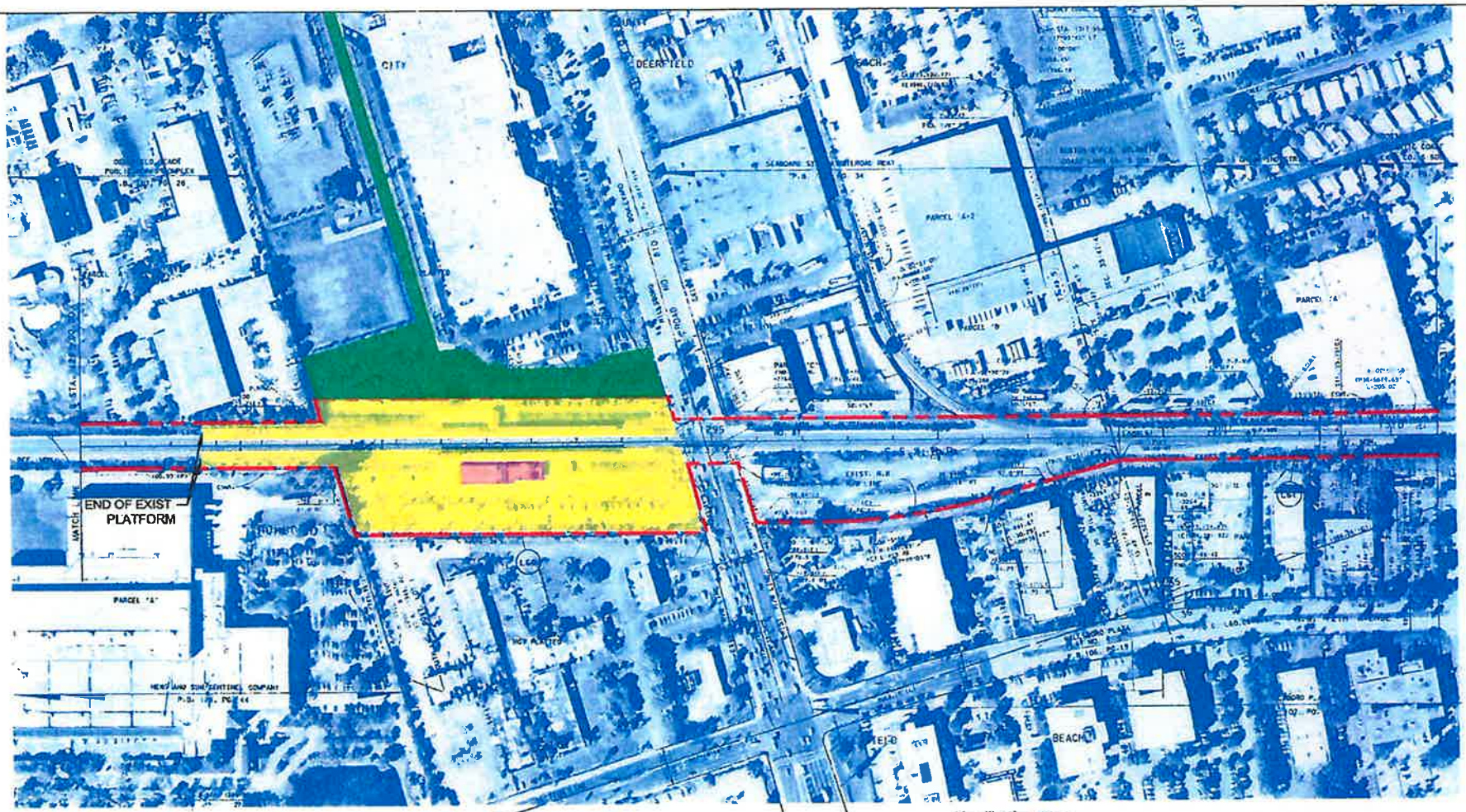
1. the Premises as described in the Warranty Deed dated May 11, 1988 between CSX Transportation, Inc. (the "Grantor") and the State of Florida Department of Transportation (the "Grantee") that was simultaneously recorded in Palm Beach, Broward and Miami-Dade counties (Counterparts 1 of 3, 2 of 3 and 3 of 3, respectively). Counterpart 1 of 3 was recorded in Official Record Book 5666, Page 8 of the Public Records of Palm Beach County, with the Supplemental Warranty Deed recorded in Official Record Book 6403, Page 1215; and as described on the Florida Department of Transportation Right of Way Maps prepared by Carnahan Engineers and approved 1/21/03. Counterpart 2 of 3 was recorded in Official Record Book 15424, Page 731, of the Public Records of Broward County, Florida, with the Supplemental Warranty Deed recorded in Official Record Book 17290, Page 887; and as described on the Florida Department of Transportation Right of Way Maps prepared by Keith and Schnars and approved on January 7, 2003. Counterpart 3 of 3 was recorded in Official Record Book 13675 Page 3540, of the Public Records of Miami-Dade County, with the Supplemental Warranty Deed recorded in Official Record Book 14491, Page 326; and as described on the Florida Department of Transportation Right of Way Maps prepared by Bechamps, Aylward and Associates and approved on November 25, 2002. Copies of the Right-of-Way maps are available either from South Florida Regional Transportation Authority ("SFRTA") at its administrative office at 800 NW 33rd Street, Pompano Beach, FL 33064, or from State of Florida Department of Transportation, District IV (the "Department"), at its administrative offices at 3400 West Commercial Blvd., Fort Lauderdale, Florida 33309; and

2. at such time as the Department acquires the portion of the rail corridor right-of-way from CSX Transportation, Inc., known as Parcel 146, as described in the Parcel Sketch dated July 9, 2011, and prepared by Florida Department of Transportation District 4 (5 Sheets). It shall become part of this Exhibit "A" and subject to the terms and conditions of this Operating Agreement; and

3. that as to the real property identified by the Department as Parcel and Right of Way No. 1(X&S-B) that is the subject of that Railroad Reimbursement Agreement dated September 9, 2008, among Florida Department of Transportation, CSX Transportation, Inc. ("CSX"), and Miami-Dade County, it is the intention of the Department and SFRTA that the track and grade crossing traffic control devices installed at Mile Post 1040.6 pursuant to that agreement (the "Perimeter Road

Grade Crossing") and that have been maintained by CSX since their installation shall be maintained by SFRTA, subject to the reimbursement requirements contained in Paragraph 3 of the agreement.

As supplements to the Corridor description, the parties have attached to this Exhibit "A" pages "A-1" through "A-7" taken from the Right-of-Way Maps showing improved parking areas located within the Corridor at the Deerfield Beach, Fort Lauderdale-Broward Boulevard, Hollywood, Opa-Locka and Hialeah Market passenger rail stations (the "Corridor Station Maintenance Areas"). These station areas are being maintained as the date of this Operating Agreement by SFRTA for the Department and are intended to provide a baseline for SFRTA's station maintenance responsibilities within the Corridor. Also, for informational purposes, pages "A-1" through "A-7" show other areas outside of the Corridor that are currently being maintained by SFRTA through its station maintenance contractor. The Corridor Station Maintenance Areas will continue to be maintained by SFRTA for the Department under the terms and conditions of this Operating Agreement. The attached supplements are not intended in any way to alter the legal descriptions of the Corridor as described in Section 1 or to alter SFRTA's responsibilities under the Operating Agreement or to limit SFRTA's obligations to maintain additional areas within the Corridor or additional improvements made to the Corridor pursuant to the terms of the Operation Agreement.




RR ROW

SFRTA MAINTENANCE WITHIN RR ROW

SFRTA MAINTENANCE OUTSIDE OF RR ROW

AMTRAK MAINTENANCE WITHIN RR ROW

DISCLAIMER'S NOTE:

THIS R/W MAP IS A REPRODUCED COPY OF AN ORIGINAL MAP, DATED MARCH 3, 1989. THE INTENT OF THIS MAP IS TO UPDATE THE AERIAL PHOTOGRAPHY SHOWN BUT KEEP THE INTEGRITY OF THE ORIGINAL MAPS LINE WORK. THE NEW FLIGHT DATE FOR THE AERIAL PHOTOGRAPHY IS JANUARY 4, 2002

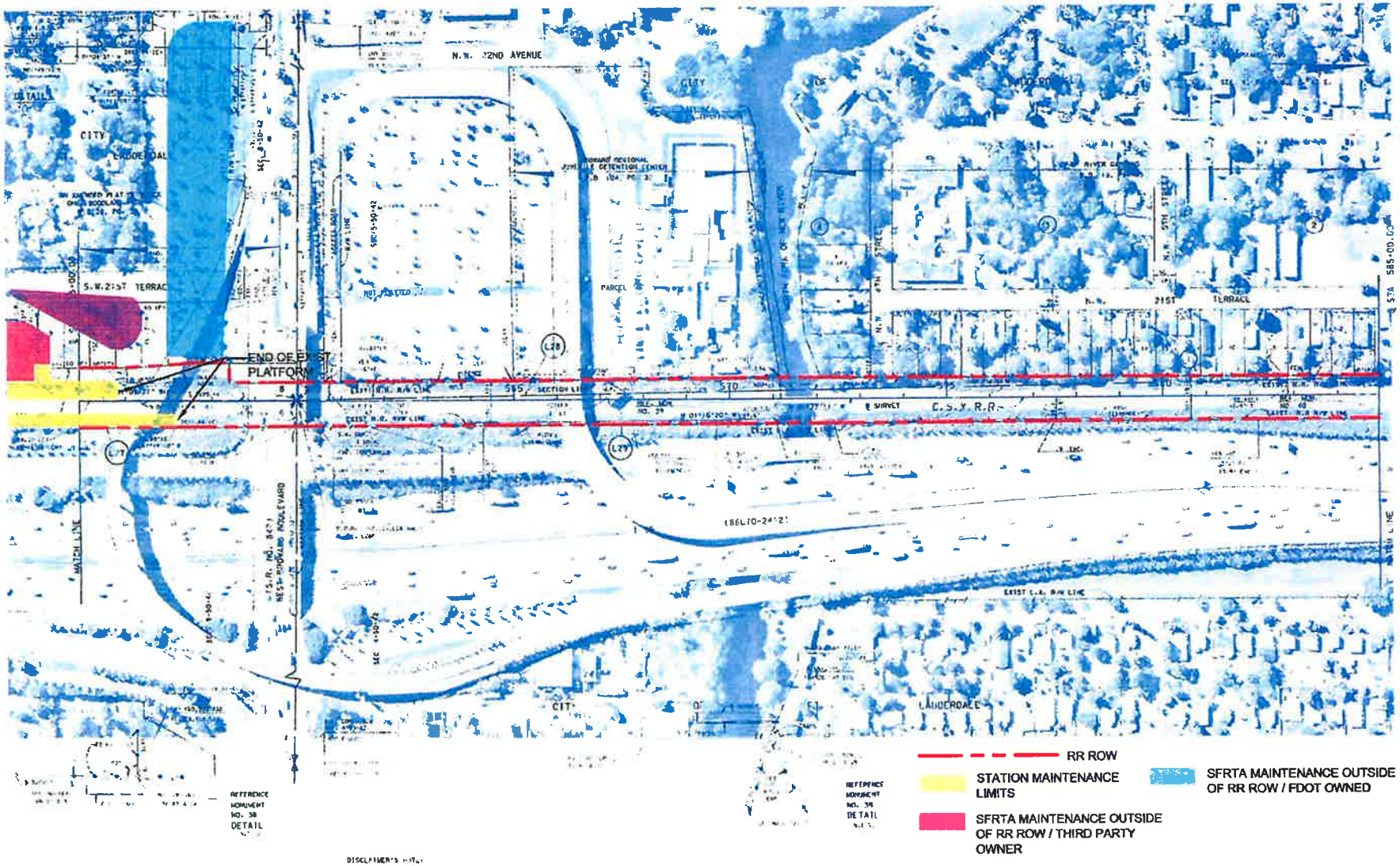
# EXHIBIT A-1

## TRI-RAIL's DEERFIELD BEACH STATION

CSX RAILROAD

THIS MAP IS NOT A SURVEY

| | | | | | | |
|---|---|---|---|---|---|---|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION<br>RIGHT OF WAY MAPPING | 1/7/03 | FED. PROJ. NO. N/A | SECTION 86070-2453 | | |
| | | | STATE ROAD NO. N/A | BROWARD COUNTY | ITEM/SEGMENT NO. N/A | SHEET 83 OF 71 |




DISCLAIMER'S NOTE:

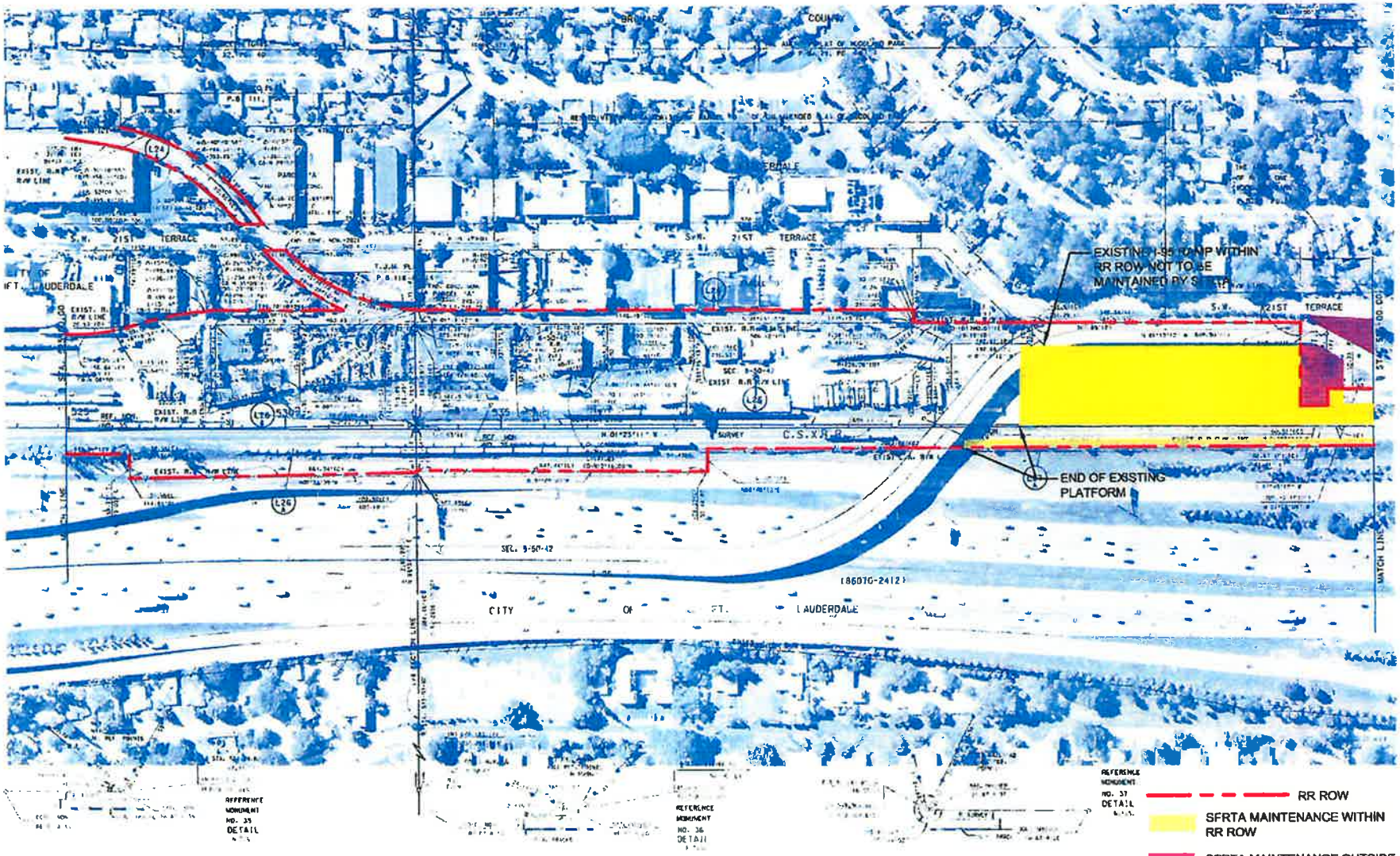
THIS R/W MAP IS A REPRODUCED COPY OF AN ORIGINAL MAP, DATED MARCH 5, 1989. THE INTENT OF THIS MAP IS TO UPDATE THE AERIAL PHOTOGRAPHY SHOWN BUT KEEP THE INTEGRITY OF THE ORIGINAL MAPS LINE WORK. THE NEW FLIGHT DATE FOR THE AERIAL PHOTOGRAPHY IS JANUARY 4, 2002.

# EXHIBIT A-2
## TRI-RAIL's FORT LAUDERDALE STATION NORTH

CSX RAILROAD
THIS MAP IS NOT A SURVEY

| | | | | | |
|---|---|---|---|---|---|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION<br>RIGHT OF WAY MAPPING | 1/7/03 | FED. PROJ. NO. N/A | SECTION 86070-2453 | |
| | | | STATE ROAD NO. N/A | BROWARD COUNTY | ITEM/SEGMENT NO. N/A (SHEET 45 OF 71) |

DADE COUNTY LINE TO PALM BEACH COUNTY LINE



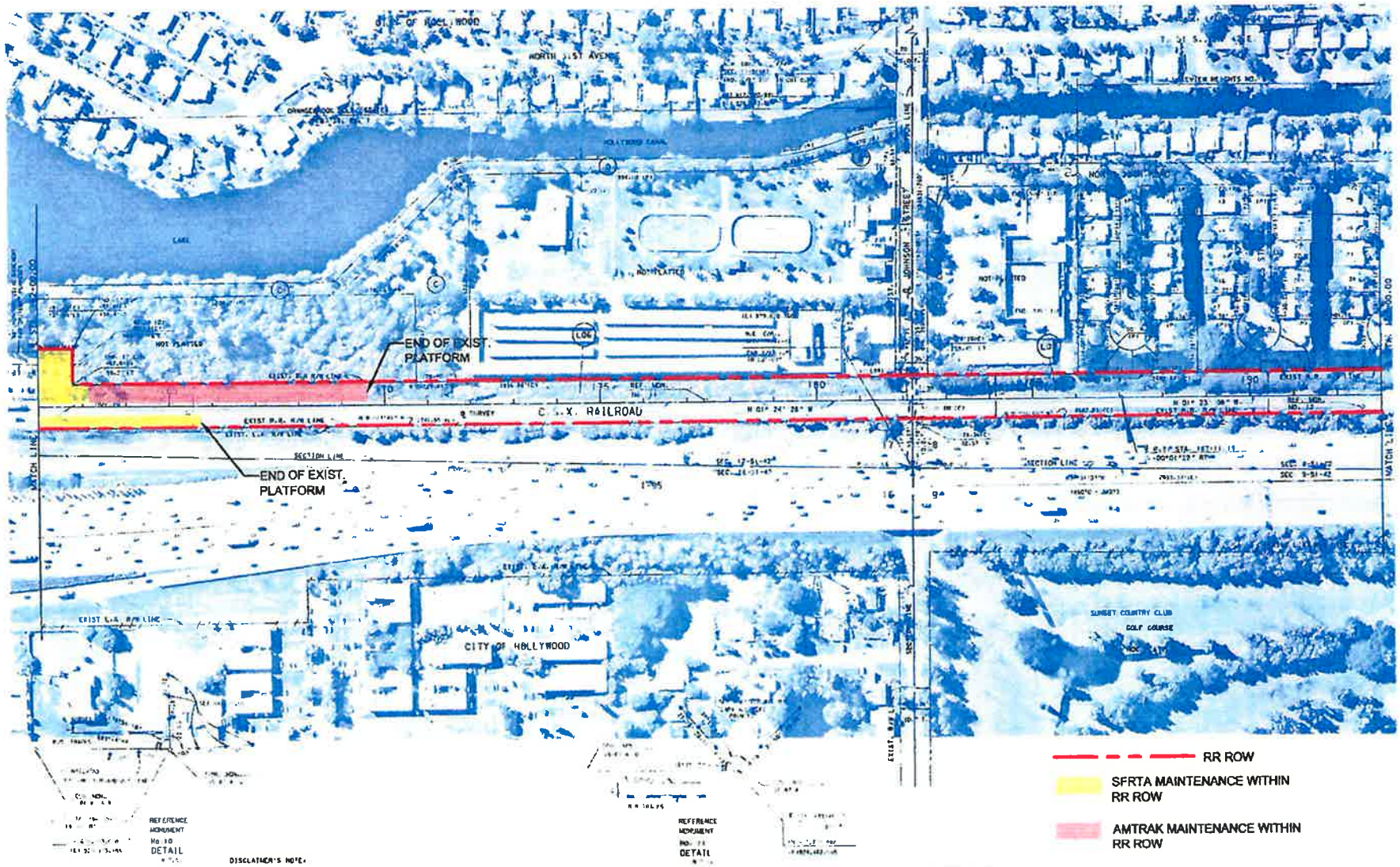

DISCLAIMER'S NOTE:

THIS R/W MAP IS A REPRODUCED COPY OF AN ORIGINAL MAP DATED MARCH 3, 1989. THE INTENT OF THIS MAP IS TO UPDATE THE AERIAL PHOTOGRAPHY SHOWN BUT KEEP THE INTEGRITY OF THE ORIGINAL MAPS LINE WORK. THE NEW FLIGHT DATE FOR THE AERIAL PHOTOGRAPHY IS JANUARY 4, 2002

# EXHIBIT A-3
## TRI-RAIL's FORT LAUDERDALE STATION SOUTH

CSX RAILROAD
THIS MAP IS NOT A SURVEY

| | | | | | |
|---|---|---|---|---|---|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION<br>RIGHT OF WAY MAPPING | 1/7/03 | FED. PROJ. NO. N/A | SECTION 86070-2499 | ITEM/SEGMENT NO. N/A |
| | | | STATE ROAD NO. N/A | BROWARD COUNTY | SHEET 42 OF 71 |




DISCLAIMER'S NOTE:

THIS R/W MAP IS A REPRODUCED COPY OF AN ORIGINAL MAP, DATED MARCH 3, 1983. THE INTENT OF THIS MAP IS TO UPDATE THE AERIAL PHOTOGRAPHY SHOWN BUT KEEP THE INTEGRITY OF THE ORIGINAL MAPS LINE WORK. THE NEW FLIGHT DATE FOR THE AERIAL PHOTOGRAPHY IS JANUARY 4, 2002

# EXHIBIT A-4
## TRI-RAIL's HOLLYWOOD STATION NORTH

CSX RAILROAD
THIS MAP IS NOT A SURVEY

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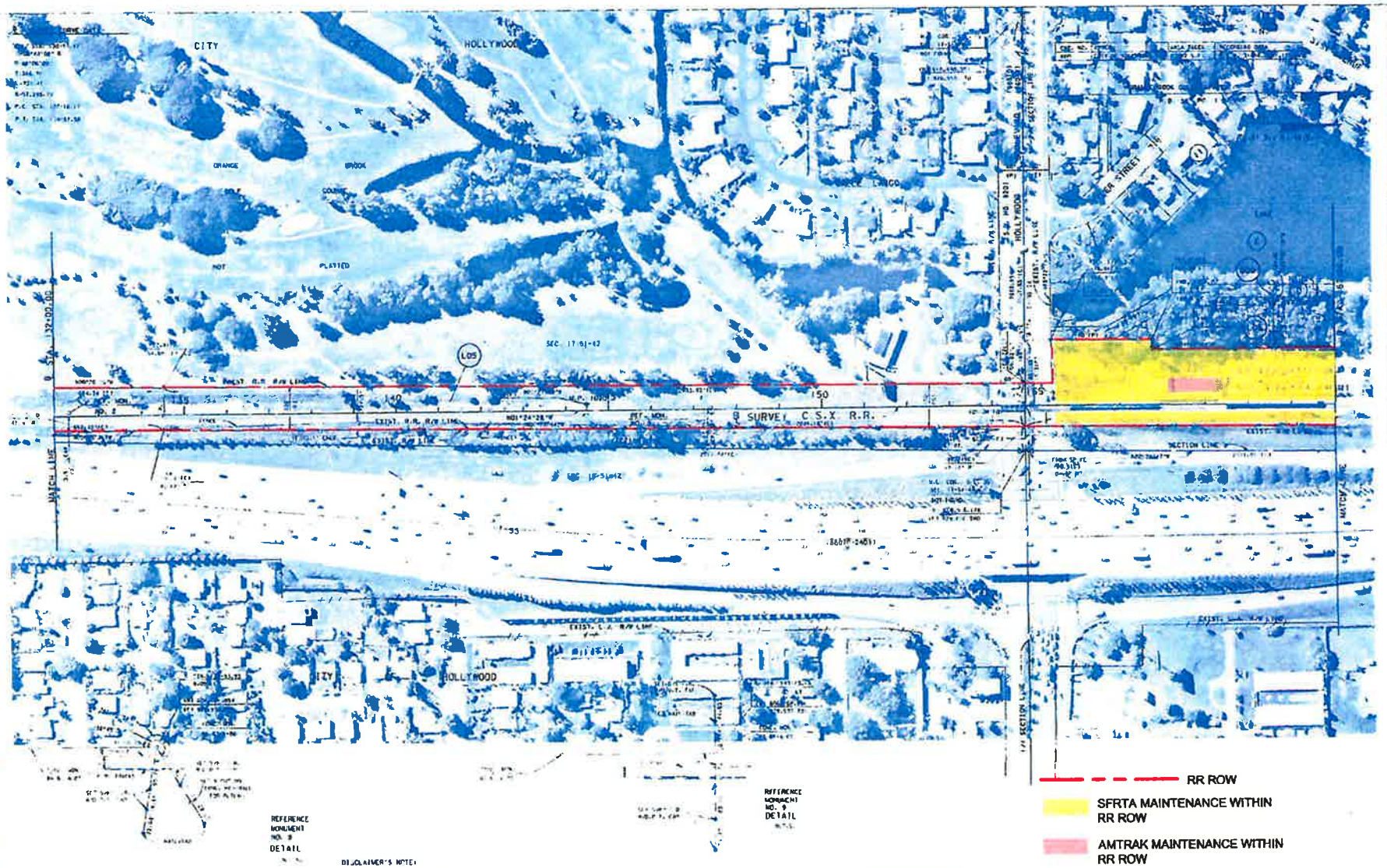
|---|---|---|---|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING | 1/7/03 | FED. PROJ. NO. N/A · SECTION 86070-2403 · STATE ROAD NO. N/A · BROWARD COUNTY · ITEM/SEGMENT NO. N/A · SHEET 30 OF 71 |

DADE COUNTY LINE TO PALM BEACH COUNTY LINE




DISCLAIMER'S NOTE:

THIS R/W MAP IS A REPRODUCED COPY OF AN ORIGINAL MAP, DATED MARCH 3, 1989. THE INTENT OF THIS MAP IS TO UPDATE THE AERIAL PHOTOGRAPHY SHOWN BUT KEEP THE INTEGRITY OF THE ORIGINAL MAPS LINE WORK. THE NEW FLIGHT DATE FOR THE AERIAL PHOTOGRAPHY IS JANUARY 4 2002.

# EXHIBIT A-5
## TRI-RAIL's HOLLYWOOD STATION SOUTH

CSX RAILROAD
THIS MAP IS NOT A SURVEY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING | 1/7/03 | | FED. PROJ. NO. N/A | SECTION #6070-2453 | | |
| | | | | STATE ROAD NO. N/A | BROWARD COUNTY | ITEM/SEGMENT NO. N/A | SHEET 23 OF 71 |

DADE COUNTY LINE TO PALM BEACH COUNTY LINE

END OF EXIST PLATFORM

END OF EXIST PLATFORM

RR ROW

SFRTA MAINTENANCE WITHIN RR ROW

SFRTA MAINTENANCE EASEMENT OUTSIDE OF RR ROW

SFRTA FUTURE MAINTENANCE WITHIN RR ROW

# EXHIBIT A-6
## TRI-RAIL's OPA-LOCKA STATION

CSX RAILROAD
THIS MAP IS NOT A SURVEY

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING | | | FED. PROJ. NO. N/A | SECTION | | |
| | | | | STATE ROAD NO. N/A | DADE | COUNTY | ITEM/SEGMENT NO. N/A | SHEET 43 OF 65 |

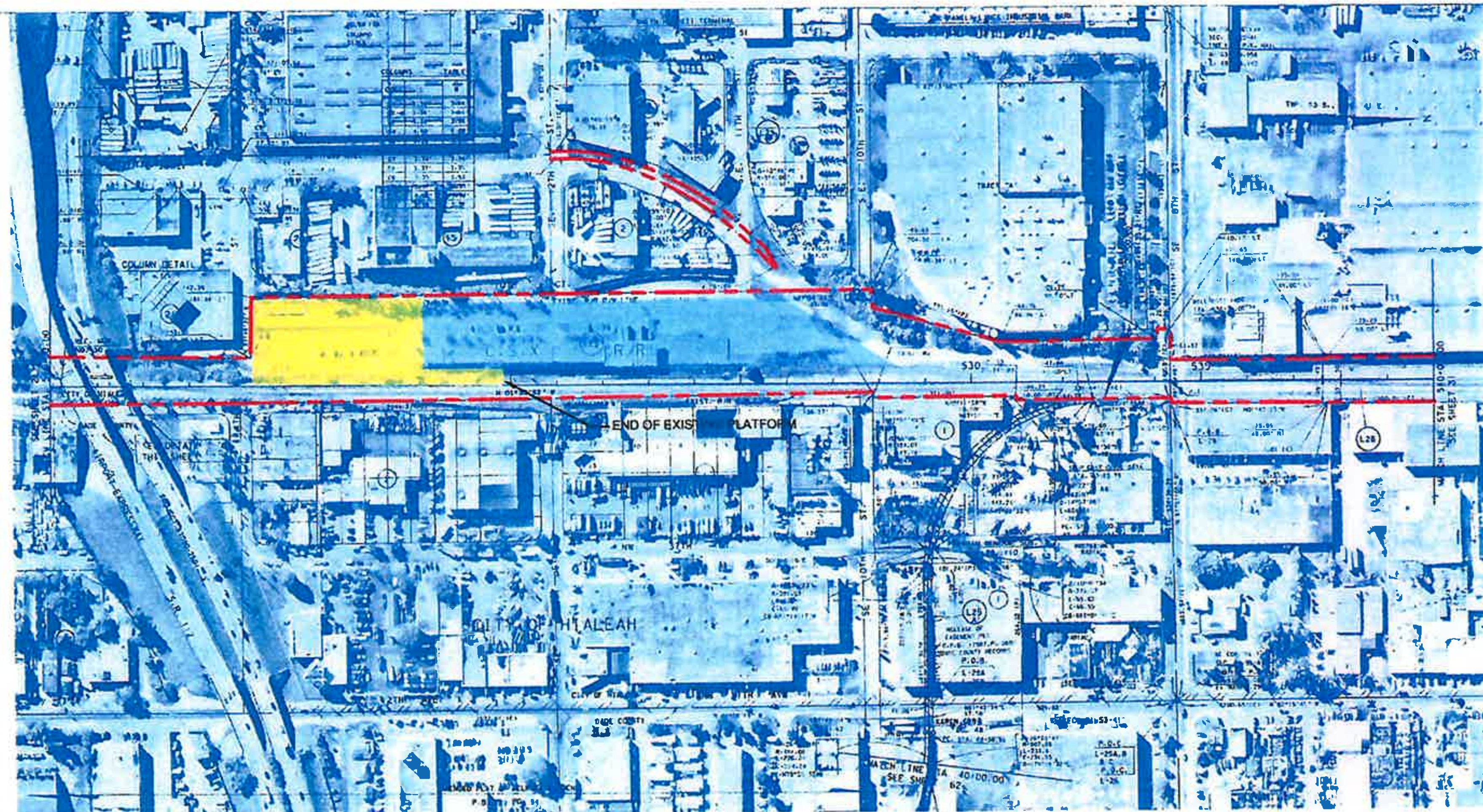



EXHIBIT A-7

TRI-RAIL's HIALEAH MARKET STATION

CSX RAILROAD
THIS MAP IS NOT A SURVEY

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES.

| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING | FED. PROJ. NO. N/A | SECTION 87270-1477(24)71 |
|---|---|---|---|
| | | STATE ROAD NO. N/A | DADE COUNTY |
| | | ITEM/SEGMENT NO. N/A | SHEET 30 OF 65 |

Exhibit "B"
MIC Rail Corridor Description

An approximately 0.95-mile portion of the rail line as shown on the Florida Department of Transportation Right-of-Way Maps referenced in Exhibit "A," extending between milepost SX 1036.8 and the end of the track at milepost SX 1037.5, including approximately 1,300 feet of connecting track beginning 150 feet from the point of switch near milepost SXH 37.0 in Miami, Miami-Dade County, Florida.

The Corridor also includes those Additions as depicted on the sketch, which is attached to this exhibit, that are to become part of the MIC Rail Corridor.

**EXHIBIT B**

**MIC RAIL CORRIDOR WITH ADDITIONS TO SFRC**

**(TRACTS "D", "E", "J" AND "L")**

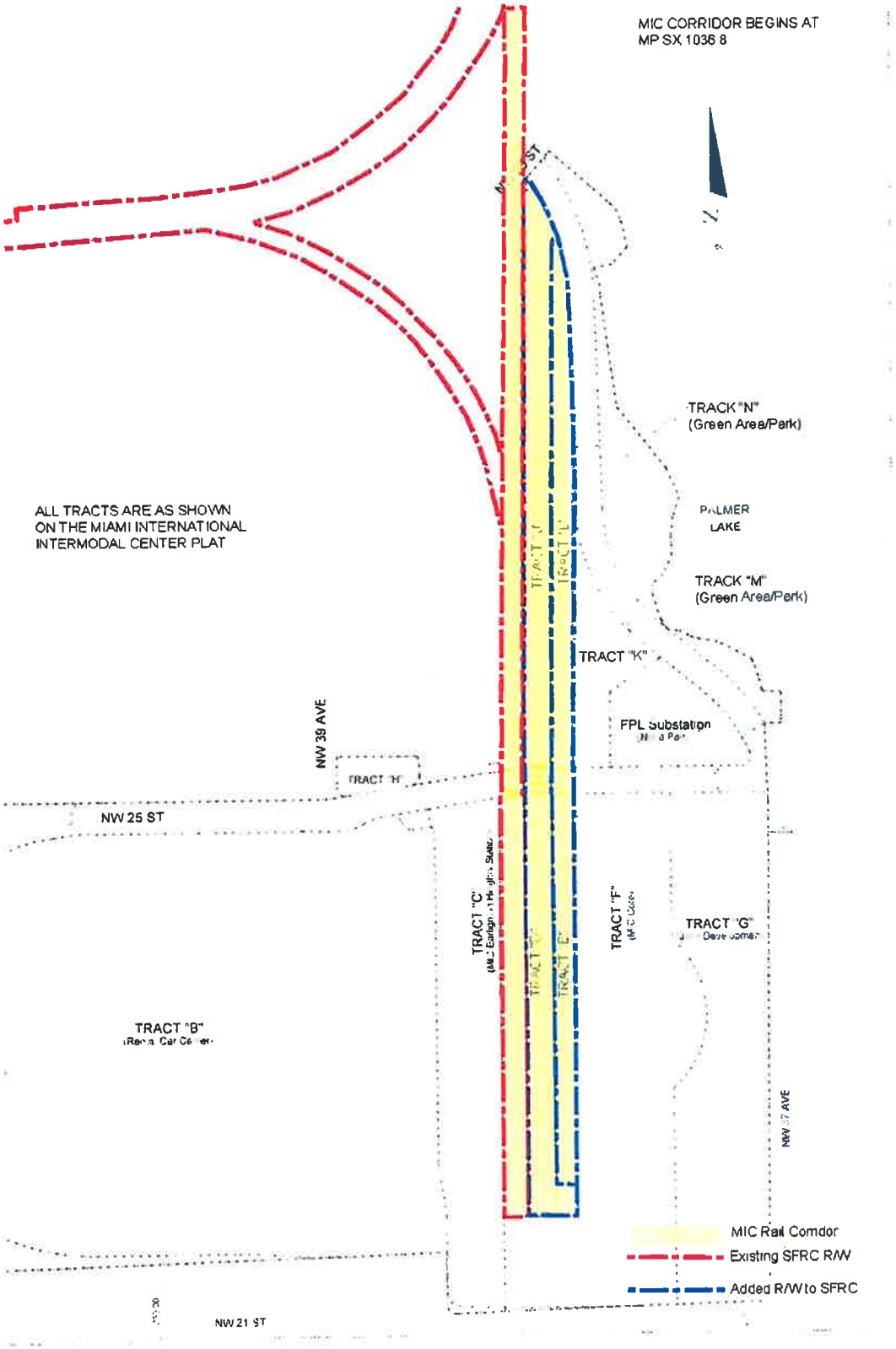
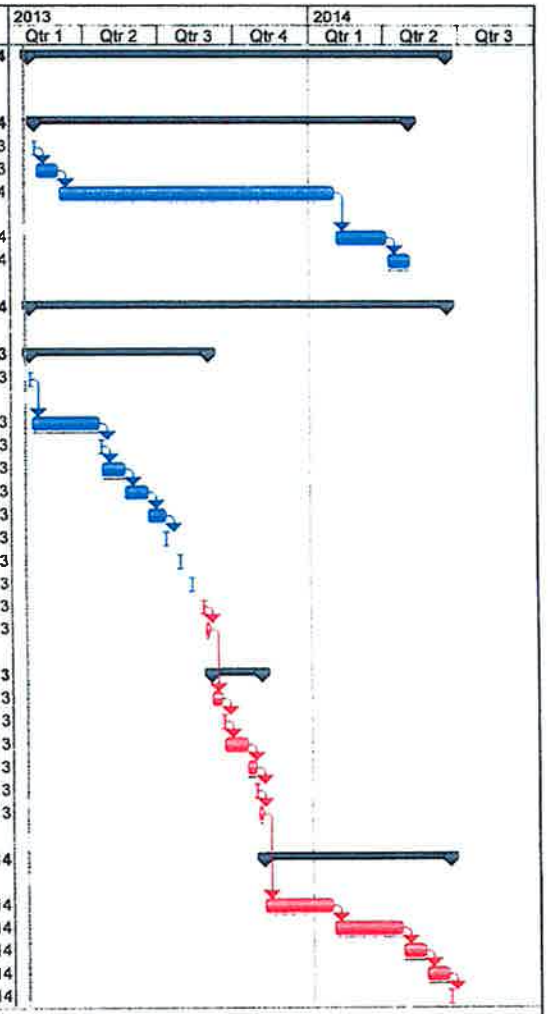


Exhibit "C"

Commencement Date Schedule

# SFRTA SFOMA SCHEDULE - 1/9/13

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **SFRTA SFOMA SCHEDULE - 1/9/13** | **362 days** | **Fri 1/25/13** | **Mon 6/16/14** |
| 2 | | | | |
| 3 | **SFRTA Dispatch System - Phase 2** | **326 days** | **Fri 2/1/13** | **Fri 5/2/14** |
| 4 | Mobilization | 1 day | Fri 2/1/13 | Fri 2/1/13 |
| 5 | Preliminary Design- Conceptual Design Proposal Submittal | 20 days | Mon 2/4/13 | Fri 3/1/13 |
| 6 | Final Design (Detailed Design Phase Submittal, First Article Inspection, Factory and Field Acceptance Test and Inspection) | 240 days | Mon 3/4/13 | Fri 1/31/14 |
| 7 | Commissioning of all Equipment and Systems | 45 days | Mon 2/3/14 | Fri 4/4/14 |
| 8 | Final Acceptance | 20 days | Mon 4/7/14 | Fri 5/2/14 |
| 9 | | | | |
| 10 | **SFRTA Maintenance-of-Way Procurement** | **362 days** | **Fri 1/25/13** | **Mon 6/16/14** |
| 11 | | | | |
| 12 | **Preparation of Scope of Services/RFP Document** | **156 days** | **Fri 1/25/13** | **Fri 8/30/13** |
| 13 | SFRTA Board Meeting - Approval of SFOMA Operations Agreement with FDOT | 1 day | Fri 1/25/13 | Fri 1/25/13 |
| 14 | Prepare DRAFT Requirements Bid Package | 60 days | Mon 1/28/13 | Fri 4/19/13 |
| 15 | Submittal of Requirements Package to Procurement | 1 day | Mon 4/22/13 | Mon 4/22/13 |
| 16 | Legal Review Bid Package | 20 days | Tue 4/23/13 | Mon 5/20/13 |
| 17 | FDOT Review Bid Package | 20 days | Tue 5/21/13 | Mon 6/17/13 |
| 18 | Prepare Final Bid Package | 15 days | Tue 6/18/13 | Mon 7/8/13 |
| 19 | RFP Advertisement | 1 day | Tue 7/9/13 | Tue 7/9/13 |
| 20 | Document Available | 1 day | Fri 7/26/13 | Fri 7/26/13 |
| 21 | Pre-Proposal Conference | 1 day | Fri 8/9/13 | Fri 8/9/13 |
| 22 | Deadline for Recipt of Written Questions | 1 day | Fri 8/23/13 | Fri 8/23/13 |
| 23 | Due Date | 5 days | Mon 8/26/13 | Fri 8/30/13 |
| 24 | | | | |
| 25 | **Evaluation Committee Meeting Review Period** | **45 days** | **Mon 9/2/13** | **Fri 11/1/13** |
| 26 | Evaluation of Proposers | 10 days | Mon 9/2/13 | Fri 9/13/13 |
| 27 | Evaluation Committee Mtg | 1 day | Mon 9/16/13 | Mon 9/16/13 |
| 28 | Best and Final Offers/Final Selection | 20 days | Tue 9/17/13 | Mon 10/14/13 |
| 29 | Submit Insurance and Bonding | 8 days | Tue 10/15/13 | Thu 10/24/13 |
| 30 | Board Approval | 1 day | Fri 10/25/13 | Fri 10/25/13 |
| 31 | Notice to Proceed - Mobilization | 5 days | Mon 10/28/13 | Fri 11/1/13 |
| 32 | | | | |
| 33 | **Maintenance-of-Way Service Plan Development and Mobilization** | **161 days** | **Mon 11/4/13** | **Mon 6/16/14** |
| 34 | Mobilization | 60 days | Mon 11/4/13 | Fri 1/24/14 |
| 35 | Maintenance Contractor to submit MOW Plan | 60 days | Mon 1/27/14 | Fri 4/18/14 |
| 36 | SFRTA/FDOT Review and Comment on MOW Plan | 20 days | Mon 4/21/14 | Fri 5/16/14 |
| 37 | Maintenance Contractor Firm Re-Submittal of MOW Plan | 20 days | Mon 5/19/14 | Fri 6/13/14 |
| 38 | Comencement date | 1 day | Mon 6/16/14 | Mon 6/16/14 |




Project: SFRTA_SFOMA_ Schedule4
Date: Fri 1/18/13

| | | | |
|---|---|---|---|
| Task | Rolled Up Task | External Tasks | |
| Critical Task | Rolled Up Critical Task | Project Summary | |
| Progress | Rolled Up Milestone | Group By Summary | |
| Milestone | Rolled Up Progress | Deadline | |
| Summary | Split | | |

**Exhibit "D"**

**COST SHARING TABLE**

Pursuant to Section 5.A. of this Agreement, in the event the cost of providing the MOW Services for the Corridor exceeds the annual amount provided by the State Dedicated Funding, i.e. $11.5 million, then the following cost sharing shall occur between the parties.

| Average Annual MOW Cost ($ millions) | SFRTA Share ($) | SFRTA Share (%) | FDOT Share ($) | FDOT Share (%) |
|---|---|---|---|---|
| ≤$11.5 | $616,000[1] | | $11,500,000 | |
| >11.5 to ≤14.4 | 0 | | ≤2,900,000 | |
| >14.4 to ≤15.4 | 500,000 | 50 | 500,000 | 50 |
| >15.4 to ≤16.4 | 250,000 | 25 | 750,000 | 75 |
| >16.4 to ≤17.4 | 125,000 | 12.5 | 875,000 | 87.5 |
| More than $17.4 | 0 | 0 | Unknown[2] | 100[2] |
| **TOTAL** | **$1,491,000[3]** | | **$5,025,000 or more[4]** | |

[1] Represents SFRTA's fixed annual staffing costs associated with the SFRTA Responsibilities.
[2] The Department has committed to fund the MOW Services in excess of $17.4 million per year. Should the cost of the MOW Services exceed $17.4 million per year, the Department and SFRTA shall execute an amendment to this Agreement for such additional funding.
[3] This amount includes SFRTA's fixed annual staffing costs.
[4] This amount excludes the State Dedicated Funding of $11.5 million.

Exhibit "E"

SFRTA Property

SEE ATTACHED AERIAL PHOTOGRAPHS

# Mangonia Park Station
# 1415 45th Street

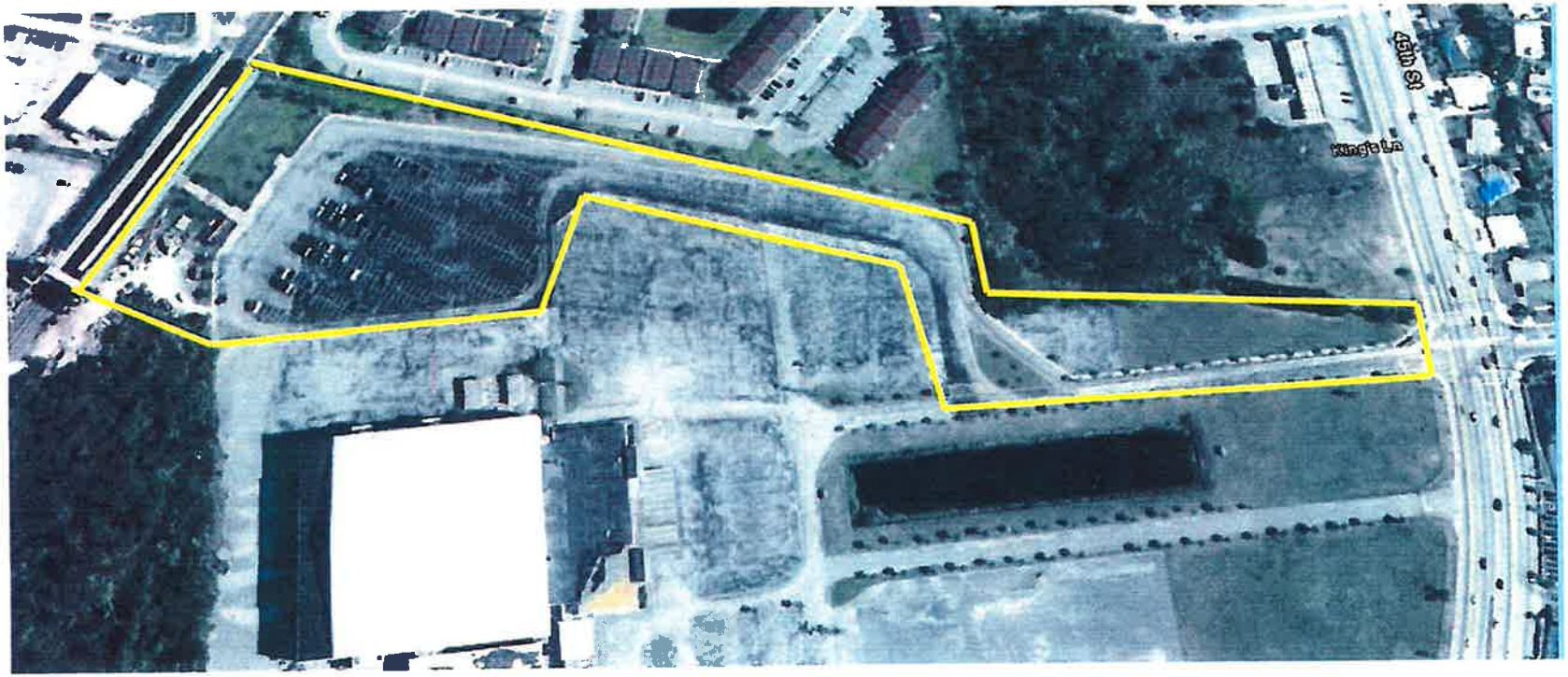



**Exhibit E-1**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

# West Palm Beach Station
# 203 S. Tamarind Avenue

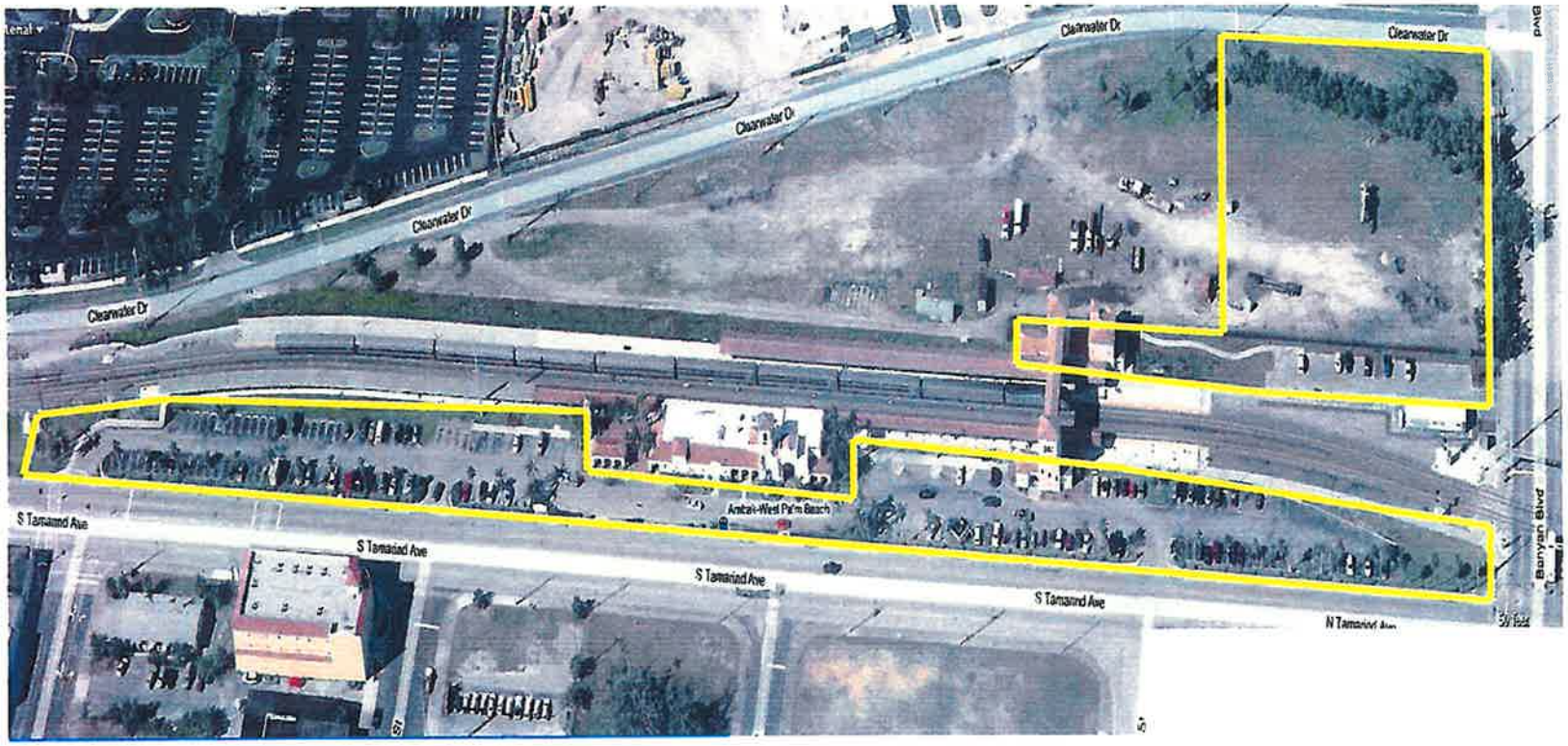



**Exhibit E-2**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

# Boynton Beach Station
# 2800 High Ridge Road

**Exhibit E-3**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

# Delray Beach Station
# 345 S. Congress Avenue

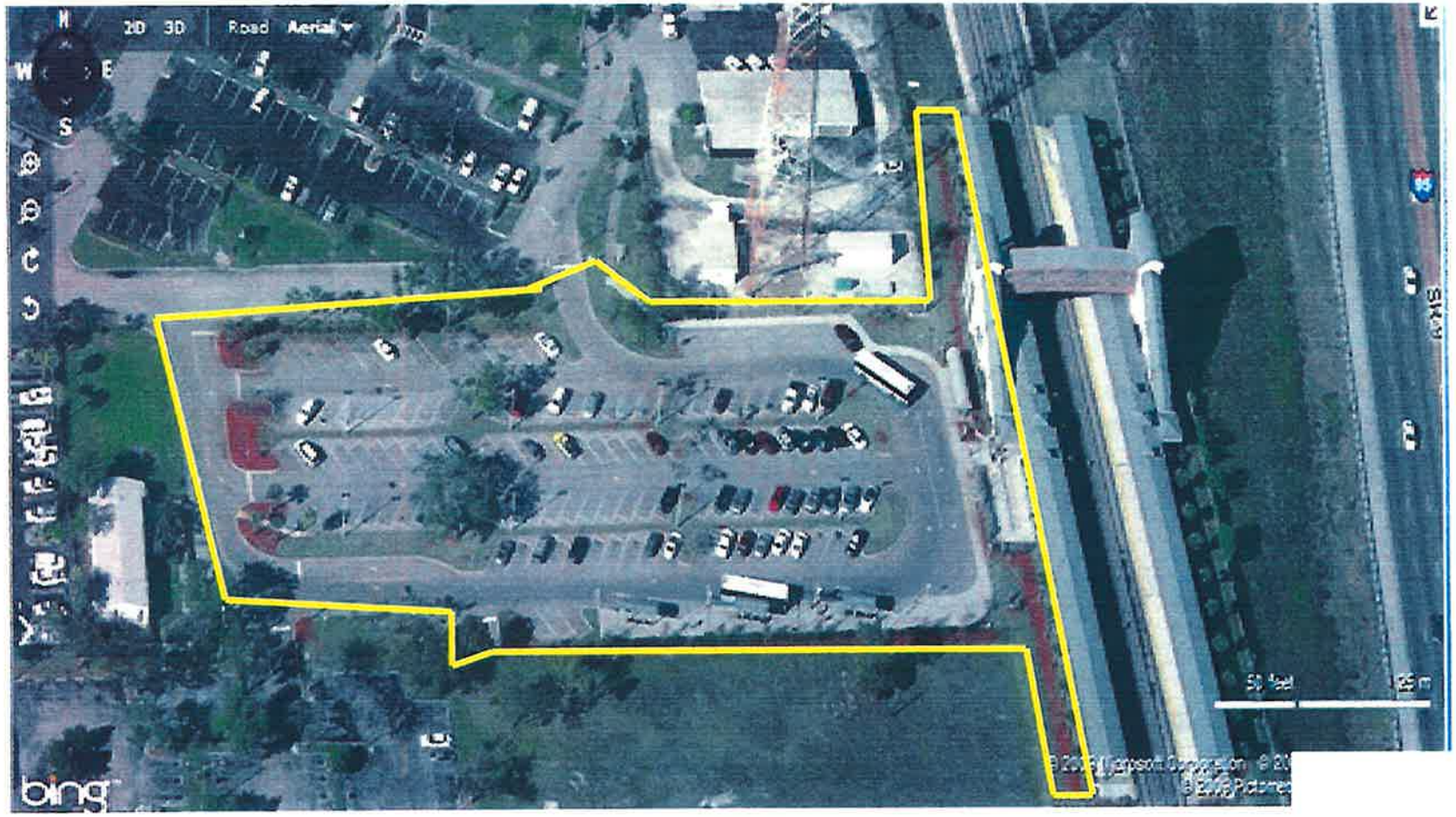



**Exhibit E-4**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

# Boca Raton Station
# 680 Yamato Road

**Exhibit E-5**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

# Deerfield Beach Station (west side)
# 1300 W. Hillsboro Blvd.

**Exhibit E-6**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

# Pompano Beach Station
# 3491 NW 8 Ave.

**Exhibit E-7**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

# Cypress Creek Station
# 6151 N. Andrews Way

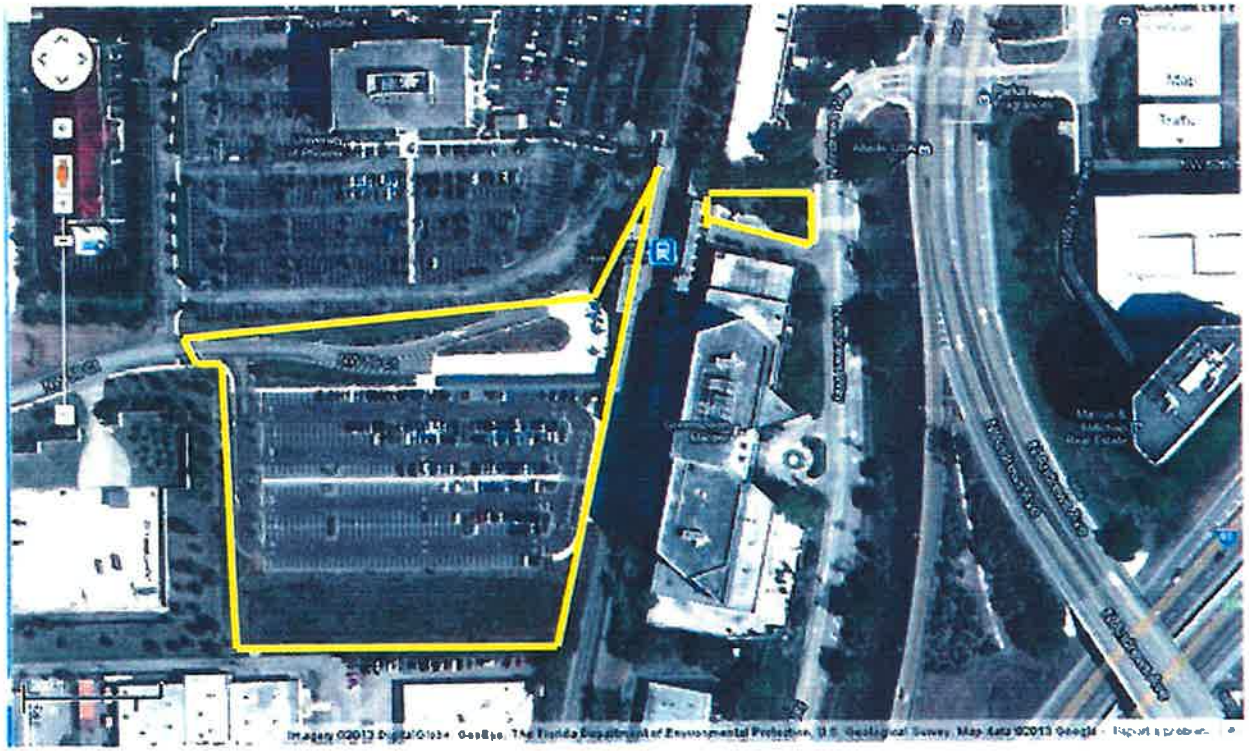


**Exhibit E-8**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

# Ft. Lauderdale Airport Station
# 500 Gulf Stream Way

**Exhibit E-9**
**SFRTA Property**

*(The aerials that are part of this exhibit generally describe within yellow lines property owned or controlled by SFRTA. The indicated boundaries are not intended to represent the actual legal descriptions of the SFRTA-owned or controlled parcels, but are provided as a guide for the SFRTA property that is currently being maintained by SFRTA's station maintenance contractor. Also, the aerials do not necessarily show the current improvements located on the SFRTA property.)*

EXHIBIT 2

# THE FLORIDA DEPARTMENT OF TRANSPORTATION
# AND
# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
# OPERATING
# AMENDMENT NUMBER ONE

This Amendment made and entered into this _____day of_____, 2014, by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and the South Florida Regional Transportation Authority, hereinafter called SFRTA.

WITNESSETH

WHEREAS, on June 13, 2013 the parties entered into an Operating Agreement, hereinafter referred to as the Agreement to formalize of the operating rights and responsibilities of the parties as it related to SFRTA's assuming management, operation, maintenance and dispatch of all rail operations from CSXT to the DEPARTMENT under the terms and conditions of the Amended South Florida Operating and Management Agreement (SFOMA); and

WHEREAS, the DEPARTMENT and SFRTA desire to amend the Agreement to provide for the additional funding required to account for the increased costs of services for maintaining and dispatching the Corridor.

WHEREAS, the DEPARTMENT and SFRTA hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend that certain Agreement dated June 13, 2013 as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The parties agree that that cost sharing of all maintenance and dispatch related services under the Operating Agreement in excess of 17.4 million dollars shall be allocated as follows: 10% shall be paid by SFRTA and 90% shall be paid by the Department, as reflected in the Amended Exhibit D, attached hereto and incorporated herein.

3. This Amendment will increase the total Department's annual funding participation under the Operating Agreement to an amount not to exceed the amounts reflected in the Amended Exhibit D. The annual funding will be transferred in quarterly installments.

4. Section 5.A.4. of Section 5. FINANCIAL RESPONSIBILITIES of the Operating Agreement is hereby amended as follows:

**SECTION 5. FINANCIAL RESPONSIBILITIES.**

A. State Funding Assistance:

4. In no event shall SFRTA be responsible to bear more than the costs shown in amended Exhibit D of additional costs in excess of the State Dedicated Funding amount provided to perform the SFRTA Responsibilities in any Annual Contract Period, unless otherwise agreed to by the parties or unless SFRTA elects to perform some portion or all of the MOW Services using its own employees and FDOT disapproves including a portion of the costs associated with such employees in the Average Annual MOW Cost.

5. All costs associated with the maintenance of State-owned buildings and facilities shall be shared as follows: 10% shall be paid by SFRTA and 90% shall be paid by the Department. These services shall be performed under separate agreement.

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered into on June 13, 2013, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this Amendment is executed by the parties below for the purposes specified herein.

SFRTA

BY: _____
NAME: _____
TITLE: _____
_____ day of _____, 20___

DEPARTMENT OF TRANSPORTATION

BY: _____
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

## Amended Exhibit "D"

## COST SHARING TABLE

Pursuant to Section 5.A. of this Agreement, the following cost sharing shall occur between the parties.

**TABLE 1**

| Average Annual MOW Contract Cost ($ millions) | SFRTA ($) | SFRTA Share (%) | FDOT ($) | FDOT Share (%) |
|---|---|---|---|---|
| ≤11.5 | 616,000[1] | | 11,500,000 | |
| >11.5 to ≤14.4 | 0 | | 2,900,000 | |
| >14.4 to ≤15.4 | 500,000 | 50 | 500,000 | 50 |
| >15.4 to ≤16.4 | 250,000 | 25 | 750,000 | 75 |
| >16.4 to ≤17.4 | 125,000 | 12.5 | 875,000 | 87.5 |
| >17.4 to ≤23.61 | 621,000[2] | 10 | 5,589,000[2] | 90 |

**Table 2**

| MoW - Annual Payments | | | |
|---|---|---|---|
| MoW Contract Year | Fiscal Year | SFRTA Share not to exceed ($) | FDOT Share not to exceed ($) |
| Year 1 | 2014/2015 | 1,438,534 | 21,596,805 |
| Year 2 | 2015/2016 | 1,438,534 | 21,596,805 |
| Year 3 | 2016/2017 | 1,438,534 | 21,596,805 |
| Year 4 | 2017/2018 | 1,438,534 | 21,596,805 |
| Year 5 | 2018/2019 | 1,438,534 | 21,596,805 |
| Year 6 | 2019/2020 | 1,438,534 | 21,596,805 |
| Year 7 | 2020/2021 | 1,438,534 | 21,596,805 |
| Optional Year 1 | 2021/2022 | 1,629,448 | 23,315,034 |
| Optional Year 2 | 2022/2023 | 1,629,448 | 23,315,034 |
| Optional Year 3 | 2023/2024 | 1,629,448 | 23,315,034 |
| | **TOTAL** | **14,958,082** | **221,122,738** |

**TABLE 3**

| Average Annual Environmental Contract ($) | SFRTA Share not to exceed ($) | SFRTA Share (%) | FDOT Share not to exceed($) | FDOT Share (%) |
|---|---|---|---|---|
| ≤3,210,000 | 321,000 | 10 | 2,889,000 | 90 |

TABLE 4

| Estimated Average Annual Utility Cost ($) | SFRTA Share not to exceed ($) | SFRTA Share (%) | FDOT Share not to exceed ($) | FDOT Share (%) |
|---|---|---|---|---|
| ≤1,169,610 | 116,961 | 10 | 1,052,649 | 90 |

TABLE 5

| Estimated Annual Dispatch Maintenance Cost ($) | SFRTA Share not to exceed ($) | SFRTA Share (%) | FDOT Share not to exceed ($) | FDOT Share (%) |
|---|---|---|---|---|
| ≤204,000 | 20,400 | 10 | 183,600 | 90 |

TABLE 6

| Total Annual Cost | | |
|---|---|---|
| Year | SFRTA Share not to exceed [excluding footnote 1] ($) | FDOT Share not to exceed ($) |
| 1-7 | 1,896,895 | 25,722,054 |
| 8-10 | 2,087,809 | 27,440,283 |

[1] Represents SFRTA's fixed annual staffing costs associated with the SFRTA Responsibilities.
[2] See Table 2 for detailed payment information.

Note:
Pursuant to Section 5 of this Agreement, the amounts are pro-rated should SFRTA begin performing the SFRTA Responsibilities after August 31st of any fiscal year. The transfer of funds for the first year will coincide with SFRTA's assumption of each responsibility shown in the tables above.

Tracking No. 12051458 AGENDA ITEM NO. R11

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014

AGENDA ITEM REPORT

☐ Consent ☒ Regular

# AGREEMENT NO. 15-001
# DESIGN BUILD SERVICES FOR THE SFRTA OPERATIONS CENTER AND POMPANO BEACH TRI-RAIL STATION IMPROVEMENTS

## REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 15-001 between South Florida Regional Transportation Authority (SFRTA) and Gulf Building, LLC for Design-Build Services for the SFRTA Operations Center and Pompano Beach Tri-Rail Station Improvements in the lump sum amount of $39,438,794.47.

## SUMMARY EXPLANATION AND BACKGROUND:

On August 26, 2014, SFRTA advertised a Request for Proposal (RFP) for Design-Build Services for the SFRTA Operations Center and Pompano Beach Tri-Rail Station Improvements. Advance notice was sent to ten (10) firms from SFRTA's vendor database/referral list. The RFP was publicly advertised on SFRTA's website and in three (3) local newspapers. Thirty (30) firms obtained the RFP documents, and proposals were due October 21, 2014. Three firms submitted acceptable proposals.

On October 29, 2014 the Evaluation and Selection Committee met to perform the evaluation. During the evaluation the Committee discussed the strengths and weaknesses for each criterion. After combining the technical and price evaluation scores, Gulf Building, LLC received the highest score and ranking from the Evaluation and Selection Committee. Gulf Building, LLC's price proposal was 4.7% below the Engineers' Independent Cost Estimate. Based on these results, Staff recommends approval of Agreement No. 15-001 with Gulf Building, LLC for Design-Build Services for the SFRTA Operations Center and Pompano Beach Tri-Rail Station Improvements in the lump sum amount of $39,438,794.47.

Department: Engineering and Construction
Project Manager: Brandy I. Creed, P.E.

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

FISCAL IMPACT: Full funding for the Tri-Rail Station Improvements are available in the FY 2014-2015 Capital budget. $12.05 million is available for the new Operations Center and the remaining $19.30 million for construction will be available in the FY 2015-2016 Capital budget.

EXHIBITS ATTACHED: Exhibit 1 – Agreement No. 15-001 (See ftp://www.sfrta.fl.gov )
Exhibit 2 – Evaluation and Selection Committee Recommendation

AGREEMENT NO. 15-001
DESIGN-BUILD SERVICES FOR THE SFRTA OPERATIONS CENTER
AND POMPANO BEACH TRI-RAIL STATION IMPROVEMENTS

Recommended by: 11/26/14
Department Director Date

Approved by: 11/26/14
Procurement Director Date

Authorized by: 11/26/14
Executive Director Date

Approved as to Form by: 11/25/14
General Counsel Date

Board Action:

Approved: _____Yes _____No

Vote: _____ Unanimous

Amended Motion:

| | | | |
|---|---|---|---|
| Commissioner Steven L. Abrams | ____Yes ____ No | Marie Horenburger | ____Yes ____No |
| Commissioner Bruno Barreiro | ____Yes ____No | Nick A. Inamdar | _____ Yes ____ No |
| James A. Cummings | ____Yes ____No | James A. Scott | _____Yes _____No |
| Andrew Frey | ____Yes ____ No | James A. Wolfe, P.E. | _____Yes _____No |
| Frank Frione | ____ Yes ____ No | | |

**Date:** **October 31, 2014**

**To:** **Jack L. Stephens, Executive Director**

**From:** **Evaluation and Selection Committee Chair** BIC

**Subject:** **RFP 15-001 "Design Build Services for the SFRTA Operations Center and Pompano Beach Tri-Rail Station Improvements"**
**Evaluation and Selection Committee Recommendation**

The purpose of this memorandum is to present to the Executive Director for approval Gulf Building, LLC as the Evaluation and Selection Committee's recommended firm for the subject solicitation. Upon the Executive Director's concurrence with the Evaluation and Selection Committee's recommendation, an Agreement shall be presented to the SFRTA's Governing Board for approval.

**Nature of Procurement**

SFRTA is seeking a Design Build Contractor for a new Operations Center, consisting of a 3-story Building and 4-story Parking Garage, and also Station Improvements to the existing Pompano Beach Tri-Rail Station. The entire Project will be located at SFRTA's Pompano Beach Tri-Rail Station property.

**Procurement History**

SFRTA began advertising this Request for Proposal (RFP) on August 26, 2014. Advance notice was sent to ten (10) firms from SFRTA's vendor database/referral list. The RFP was publicly advertised on SFRTA's website and also in three (3) local newspapers. Thirty (30) firms obtained the RFP document and four (4) submittals were received on October 21, 2014.

The RFP submittals were from the following:

- Gulf Building, LLC
- MCM
- OHL Building, Inc.
- The Weitz Company

An Evaluation and Selection Committee was approved by the SFRTA Executive Director on September 4, 2014 consisting of the following members:

- Brandy Creed, P.E.,Quality Assurance Manager
- Daniel Mazza, P.E., Director of Engineering and Construction
- William Cross, P.E., Director of Planning and Capital Development
- Brad Barkman, Director of Operations
- Diane Hernandez Del Calvo, Director of Administration/EEO Officer.

On October 17, 2014, Renee Matthews, Comptroller/Director of Information Technology was approved by the Executive Director to replace Mr. Barkman on the Evaluation and Selection Committee, due to his unavailability.

SFRTA determined that the RFP Submittal received from The Weitz Company was conditional and therefore the firm's submittal was deemed nonresponsive. After an individual review of the three (3) remaining RFP submittals and receiving individual input and a written memorandum from the technical subcommittee as part of their evaluation of the Technical Proposals, the Committee met on October 29, 2014. The evaluation and selection was performed in accordance with the evaluation criteria listed in Exhibit 1 of the RFP as follows:

1. Qualifications and Experience - [Maximum 30 points]
2. Management Plan & Schedule - [Maximum 15 points]
3. Design Concept and Technical Approach - [Maximum 15 points]
4. Cost – [Maximum 40 points]

**Evaluation**

During the evaluation the Committee discussed the RFP submittal strengths and weaknesses for each criterion. After combining the technical and price evaluation scores, Gulf Building, LLC received the highest score and ranking from the Evaluation and Selection Committee as listed below:

| Firm | Tech Score | Price | Price Score | Total Score | Ranking |
|---|---|---|---|---|---|
| Gulf Building, LLC | 52.5 | $39,438,794 | 39.3 | 91.8 | 1 |
| MCM | 42.0 | $38,733,000 | 40 | 82.0 | 2 |
| OHL Building, Inc. | 41.0 | $55,435,358 | 22.8 | 63.8 | 3 |

**Determination**

For the reasons set forth above, the Evaluation and Selection Committee has recommended Gulf Building, LLC, as the top ranked firm, for award of RFP No. 15-001 for "Design Build Services for the SFRTA Operations Center and Pompano Beach Tri-Rail Station Improvements".

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

Bryan Kohlberg, Contract Specialist
Evaluation and Selection Committee Chair

Chris Bross, Director
Procurement

Jack L. Stephens
Executive Director

AGENDA ITEM NO. I-1

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: DECEMBER 5, 2014
AGENDA ITEM REPORT

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☒ Information Item ☒ Presentation

## TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

### SUMMARY EXPLANATION AND BACKGROUND:

South Florida Regional Transportation Authority (SFRTA) has worked with its partner agencies for many years on plans to expand Tri-Rail service onto the Florida East Coast (FEC) Railway corridor. Now known as the "Tri-Rail Coastal Link" (TRCL), the project proposes a system of fully integrated and complementary Tri-Rail services that would create significant new economic development opportunities and extensive mobility benefits.

SFRTA's Governing Board has repeatedly indicated that Tri-Rail expansion onto the FEC is a top priority and requested that frequent updates be provided at Governing Board meetings. These regular updates include information on various TRCL elements, including overall project information and details related to SFRTA's roles identified in the TRCL Memorandum of Understanding (MOU).

SFRTA's Executive Director continues to communicate with various partners on the issue of access terms and costs for TRCL service on the FEC corridor. No formal corridor access meetings between the three parties [All Aboard Florida (AAF), Florida Department of Transportation (FDOT) and SFRTA] are currently scheduled at this time. However, various coordination and technical activities continue to occur. An update on these activities will be provided as part of the December presentation to the Governing Board.

Since the last TRCL update was provided to the Governing Board on October 24, 2014, various project activities have taken place. These include: TRCL committee and sub-committee meetings; coordination meetings between staff of the FDOT and SFRTA; and technical coordination conference calls and meetings between representatives of AAF, FDOT and SFRTA.

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: Joseph Quinty, AICP

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

EXHIBITS ATTACHED: Exhibit 1 - TRCL Project Update Presentation
~~(to be provided under separate cover)~~

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The following is a list of TRCL meetings and presentations that have occurred since the last update was provided to the SFRTA Governing Board:

AAF/TRCL Downtown Miami Station Design Coordination Teleconference – October 21
AAF/TRCL Downtown Miami Station & Interim TRCL Service Coordination Meeting – Nov. 4
AAF/TRCL Operations Coordination Teleconferences – October 31 & November 19

**Executive Steering Committee:**
The Executive Steering Committee (ESC) last met on October 8, 2014 in West Palm Beach. Key topics discussed at the October ESC meeting included: Design phase progress for the Iris and Northwood (CSX-FEC) rail connection projects; technical coordination activities with AAF; TRCL pre-NEPA and NEPA activities; recent capital cost and peer review workshop with the SunRail consultant team; TRCL status in the new MPO long range transportation plans; coordination with Federal Transit Administration staff; the AAF Draft Environmental Impact Statement public review period; and projected official start of TRCL Project Development phase. The next ESC meeting is scheduled for January 2015.

**Public Involvement/Outreach Sub-Committee:**
The Public Involvement/Outreach (PI/O) Sub-committee is responsible for public outreach activities as the TRCL moves forward. Topics discussed at recent meetings include formation of a corridor advocacy coalition, coordination with financial planning efforts, securing letters or resolutions of support from municipalities in Miami-Dade County, and preparing for outreach activities associated with the upcoming kick-off of the TRCL Project Development phase. The sub-committee is scheduled to reconvene at the conclusion of the AAF Draft Environmental Impact Statement (DEIS) public comment period.

**Financial Sub-Committee:**
The Financial Sub-Committee recently finalized draft technical documents that summarize the TRCL financial analysis that has been performed since early 2013. Key financial policy issues and future decisions are outlined in these draft documents. A key topic discussed at the last Finance Sub-Committee on September 16, 2014 was the formation of a policy guidance group. Consensus among the sub-committee was that the region's business community and private sector interests need to be part of such a policy group or coalition. Other topics discussed by the Financial Sub-Committee were potential financial issues related to TRCL access to the AAF Downtown Miami station, TRCL status in the new MPO long range transportation plans, and a USDOT letter soliciting projects that could be public-private partnerships.

**Technical Sub-Committee**:
The Technical Sub-Committee is responsible for all technical activities in support of the TRCL project. Recent progress of the Technical Sub-Committee includes: continued refinement of capital and O&M costs; ongoing operational and travel demand analyses; technical details and design phase work for the Northwood and Iris rail connection projects (funded via a USDOT TIGER grant); and various station planning activities (including parking demand analysis).

(Continued on Page 3)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

All technical activities related to the project's NEPA analysis and upcoming Project Development phase will undergo Technical Sub-Committee review.

The Sub-Committee also continues to be a forum to summarize the various ongoing technical coordination efforts with the AAF inter-city passenger rail project. Comprehensive AAF-TRCL technical coordination meetings and teleconferences have been held throughout 2014. These coordination meetings and teleconferences have focused on rail operations issues, the details of the three downtown stations (Miami, Fort Lauderdale, and West Palm Beach) to be shared by the AAF and TRCL services, and a potential interim TRCL service to Downtown Miami that would utilize the Iris rail connection and serve the new AAF Miami station. Extensive coordination and review of information and data associated with the Downtown Miami station has been a focus in recent months.

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

Recommended by: _____ 11/26/14 Approved _____
Department Director Date Procurement Director Date

Authorized by: _____ 11/26/14 Approved as to Form _____ 11/25/14
Executive Director Date General Counsel Date

*Tri-Rail Coastal Link*

Broward Metropolitan Planning Organization
Florida Department of Transportation
Miami-Dade Metropolitan Planning Organization
Palm Beach Metropolitan Planning Organization
Southeast Florida Transportation Council
South Florida Regional Planning Council
South Florida Regional Transportation Authority
Treasure Coast Regional Planning Council

Miami-Dade
Broward
Palm Beach

# Tri-Rail Coastal Link Project Update

*Presented to:*

## SFRTA Governing Board

December 5, 2014

*Getting Southeast Florida to Work*

Tri-Rail Coastal Link
Getting Southeast Florida To Work
Miami-Dade
Broward
Palm Beach

# TRCL Meetings & Coordination Activities

- AAF/TRCL Downtown Miami Station Design Coordination Teleconference
  - Oct 21
- AAF/TRCL Operations Coordination Teleconferences
  - Oct 31 & Nov 19
- AAF/TRCL Downtown Miami Station and Potential Interim Service Coordination Meetings
  - Nov 4
  - Nov 14

Tri-Rail Coastal Link
Getting Southeast Florida To Work

# All Aboard Florida
# Draft Environmental Impact Statement

- AAF's Draft EIS released by FRA for public comment on September 19
- Public comment period ended December 3
  - SFRTA staff attended multiple AAF DEIS public workshops
- TRCL team and SFRTA reviewed Draft EIS document for potential impacts on TRCL project

Tri-Rail Coastal Link
Getting Southeast Florida To Work
Miami-Dade
Broward
Palm Beach

# AAF/TRCL Downtown Miami Coordination

- Multi-party meetings held in Sep, Oct & Nov
  - Downtown Miami shared station
    - Design details
    - Proposed costs for TRCL infrastructure and shared elements
  - Potential interim TRCL service to Downtown Miami using Iris rail connection
    - Data sharing, rail simulations & infrastructure analysis
  - Positive Train Control (PTC) issues
    - Inter-operability on SFRC and FEC corridors
- Technical coordination ongoing
- Policy and funding decisions in months ahead

# Tri-Rail ***Downtown Miami Link***

- Opportunity to provide 26 direct trains per day from all points north on the existing Tri-Rail system
- Fast implementation with service as early as Dec 2016
- Smart investment in Downtown Miami's transportation and economic future
- Public funds leverage private investment, free land and free railroad access, but requires a public funding commitment of $67.9 million by January 2015

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

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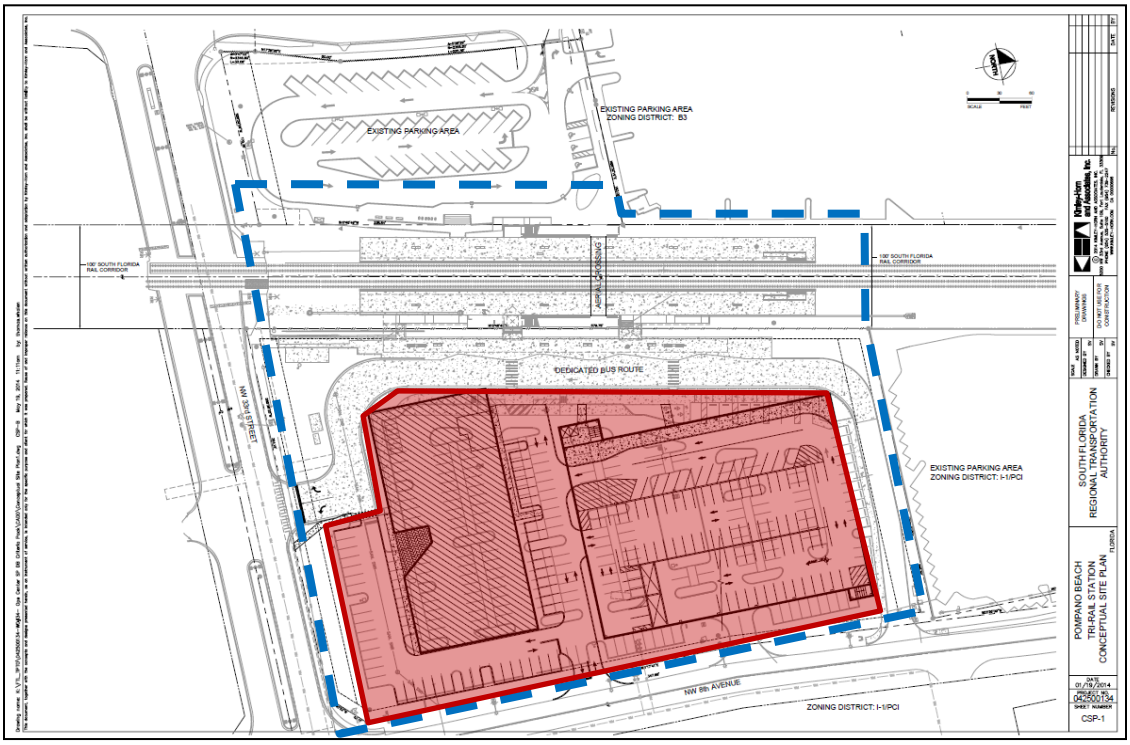
The Construction Oversight Committee did not meet during the Month of October, 2014

# Engineering & Construction
# Monthly Progress Report
# October 2014

**Pompano Beach Station Improvements and SFRTA's Operations Center:**

These two projects have been combined and procured together due to the location, common infrastructure, and construction schedule. The Pompano Beach Station Improvements Project (Station) and the Operations Center Project (Ops Center) are both located in the same property, within limits that overlap each other. The Station project area is approximately 5.79 acres, and it includes both the Tri-Rail Station and the east parking lot; the Ops Center is 3.47 acres, and is located within the Station's east parking lot. The Station design is 100% complete, while the Ops Center is in the preliminary design stage, and impacts the design that has been completed for the Station. Therefore, it was beneficial to combine both projects under a single procurement package, so that design plans for the Station are revised as the final design of the Ops Center progresses, and to incorporate all features and infrastructure that will support both projects within the same site. The figure below shows the limits of the Station project and the Ops Center project.




Limits of Station Project  Limits of OC Project

# Engineering & Construction
# Monthly Progress Report
# October 2014

The Station will be upgraded to Segment 5 station standards, and it features Tri-Rail's first green, LEED certified, sustainable station, which will generate more than 100 percent of the station's energy demand though solar panels. Other improvements consist of widening existing platforms to a 25' width, new full-length canopies, pedestrian overpass with stairs and elevators, and bus circulation improvements.

The Ops Center includes a 79,000 square-foot operations building and 450-space parking garage located within the Station's east parking lot. Both structures for the Ops Center have a height that will range between 37-42 feet from the ground. The Station platform canopy height will range between 14.5-16.5 feet from the ground. This means that the OC Project structures will be taller than the Station Project platform canopy by over 20 feet, and shade will impede the solar panels from getting the required sunlight to meet the energy demand if installed on the platform canopy. To support the energy demand of the Station, solar panels will be installed on the top floor of the parking garage. The solar panels will also provide shaded parking, which was originally included in the parking improvements of the Station project.

Additional features that will be provided in the parking garage of the Ops Center include electric vehicle charging stations, passenger drop-off area, and additional passenger parking, which were improvements originally included on the Station project.

The procurement package for both projects has been completed, and the project was advertised on August 26, 2014. A pre-bid meeting was held on September 11, 2014, and bids were due October 17, 2014. Three (3) proposals were submitted and distributed to the Evaluation and Selection Committee for review. The Committee met on October 29, 2014 to discuss their evaluation and score the proposals. The selected firm will be presented to the SFRTA Board on December 5, 2014 with the Committee's recommendation to award the contract. Estimated construction start is Summer of 2015.

**Opa-Locka Station Parking Expansion:**

Expand parking at Tri-Rail's Opa-Locka Station, inclusive of adding about forty five (45) new parking spaces to the south of the station; increase bus bay areas in the existing parking lot; install a continuous pedestrian canopy over the bus waiting areas with solar panels; and improve landscape and hardscape.

# Engineering & Construction
# Monthly Progress Report
# October 2014

A Work Order was executed for HNTB to provide site geotechnical investigation, site survey, environmental services as required for a Categorical Exclusion per NEPA requirements; and the preparation of 30% design plans. Geotechnical investigation, survey, and 30% design plans have been completed. The NEPA documentation has been completed and approved by FDOT and the FTA.

SFRTA has executed a work order for the final 100% design plans, permitting and bidding phase assistance for the project. The design kick-off meeting was held on August 21, 2013 and the final 100% design is complete. SFRTA submitted the 100% design plans to the City of Opa-Locka for review and comments. The City of Opa-Locka Building Department has reviewed and approved the final design plans and has issued a master building permit. Once the project has gone through the SFRTA procurement process and a Contractor is selected, the Contractor will have to pull the individual discipline permits from the City prior to beginning construction. Estimated construction start is Summer of 2015.

**Wave Modern Streetcar:**

Design, Construction and Management of a 2.7 mile modern streetcar in Downtown Fort Lauderdale with passenger, solar powered stations, which will operate in mixed traffic with signal priority. Project includes the procurement of five (5) vehicles and the construction of a storage and maintenance yard. Project Partners include The Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Broward County, Broward Metropolitan Planning Organization (MPO), City of Fort Lauderdale, Fort Lauderdale Downtown Development Authority (DDA) and SFRTA. An Interlocal Partnership Agreement has been executed by all parties on April 26, 2013. The Project Management Consultant (PMC) contract was awarded to HDR Engineering, Inc. to provide services throughout the project. The NTP was issued on May 9, 2013 for the 1.47-mile starter line (Phase 1A). A Small Starts application rating of Medium-High was received, with a recommendation for funding. Preliminary plans were submitted by the PMC on December 20, 2013, comments by all the Partners have been addressed on the preliminary alignment, utility investigations, survey, geotechnical investigation, design criteria; documents control plan, quality management plan, project schedule, vehicle parameters analysis, and community awareness plan discussions.

# Engineering & Construction
# Monthly Progress Report
# October 2014

On March 10th 2014, the Notice to Proceed was given to the PMC Team to proceed with professional services including 30% plans on the Phase 1B of the project – Small Starts extension.

Coordination activities include interaction with all the Project Partners. The contract for Final Design Services was finalized with Parsons Transportation Group (PTG) and approved by the Board on August 22, 1014. The Notice to Proceed for Final Design-Phase IA to PTG was executed on September 13, 2014.

**South Florida Rail Corridor Dispatch System:**

The project includes the engineering, furnishing and installation necessary to provide a complete and fully functional Dispatch System. Currently, CSXT is responsible for dispatch and maintenance of the South Florida Rail Corridor (SFRC). At this time, in accordance with the South Florida Operating and Management Agreement (SFOMA), SFRTA shall assume responsibility for dispatch and maintenance of the SFRC no later than December 31, 2014. The Notice to Proceed for the Dispatch System was issued on April 16, 2014. The project has been divided into two phases: Phase 1: Limited Dispatch System which has a completion date of August 15, 2014 and Phase 2: Full Dispatch System which has a completion date of October 31, 2014. Project Final acceptance completion date is December 31, 2014.

A Site survey was conducted by Ansaldo and subcontractors the week of April 21-25, after the NTP was issued. The site survey included access to the CSXT Radio Antenna sites and Bungalows, MIC Signal designs, bungalow designs, drawings of facilities and system track charts. Several conceptual design items submitted by Ansaldo on May 15, 2014 were discussed during their visit to SFRTA headquarters on May 21-23, 2014 as well as several RFI's. SFRTA is continuing to work in conjunction with FDOT and their subcontractor to coordinate the integration of the MIC with the Pompano Beach headquarter Dispatch center.

A detailed design review (DDR) meeting was held in Pittsburgh, PA from June 18-20, 2014. SFRTA reviewed and approved Phase 1 Detailed Design Documentation as well as the Site Acceptance Procedures during this meeting. All materials & equipment for SFRTA HQ were ordered and received.

# Engineering & Construction
# Monthly Progress Report
# October 2014

The electrical subcontractor began installing electrical outlets and network ports at Pompano HQ and at the WPB back up Dispatch Center. Most of the phase 1 computers were received in Pittsburgh for assembly, configuration and testing.

Ansaldo finalized testing for Phase 1 and completed the tabling. After all the detailed design review activities were done, the Factory Acceptance Test meeting was held in Pittsburgh from July 22-25, 2014. SFRTA/PB reviewed and approved the Software and Hardware Factory Acceptance Test. Software and Hardware (Computers and Servers) are ready to be shipped to SFRTA Pompano and WPB.

As part of Phase 1, the installation of all workstations, computers, radios consoles and servers for the Pompano Beach HQ was completed by August 18, 2014. In addition dispatcher and Avtec radio console user training was completed by August 11, 2014.

The Radio and Ground Base Network installation was completed at NW 79 Street and at the MIC Control Points. All activities were needed to perform the CSX cutover. The MIC Cutover took place on August 18, 2014 and was successful. Ansaldo also completed the 7 day Burn-in period based upon the successful cutover of the Phase 1 Dispatch System, as well as, the Phase 1 Final acceptance. Ansaldo/CWA is continuing with the field installation of the Ground Base Network (GBN) as well as the Radio installation in the SFRC needed for Phase 2 completion.

Ansaldo/CWA reported that all 4 channels have been operational from 79th St. to Pompano from the Avtec console since September 4, 2014. Additionally, the Avtec tech validated good coverage from the MIC including the passenger station under canopy. Ansaldo/Dagostino Electronic confirmed that on September 10, 2014, all access control and communication works programmed for the Hialeah Ops Center were completed satisfactorily, as well as, Avtec console installation. By September 17$^{th}$, a total of eight (8) wall monitors were replaced and connected to the Dispatch server. Six (6) were replaced on the call center and two (2) in the supervisors office. Ansaldo/CWA continues with the installation of Router, internet protocol converter and the Verizon wireless modem inside the Control Point bungalows along the corridor. On September 30$^{th}$, Ansaldo sent the Communication System Detailed Design for Phase 2 to SFRTA for review.

# Engineering & Construction
# Monthly Progress Report
# October 2014

Avtec finished the Hialeah Yard radio console installation as well as West Palm Beach back up Dispatch Operation Center. On October 2, 2014, four (4) dedicated fax lines were installed at both Dispatch Centers modems (two each). Ansaldo delivered the WPB server racks and completed the installation of the Dispatch workstation and MOW maintainer. Meanwhile CWA is continuing with the power supply installation, router/ CNA 2000 and Verizon wireless modem configuration. Control Point testing is scheduled to start the second week of November.

AGENDA ITEM NO. B

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
December 5, 2014

## OCTOBER RIDERSHIP

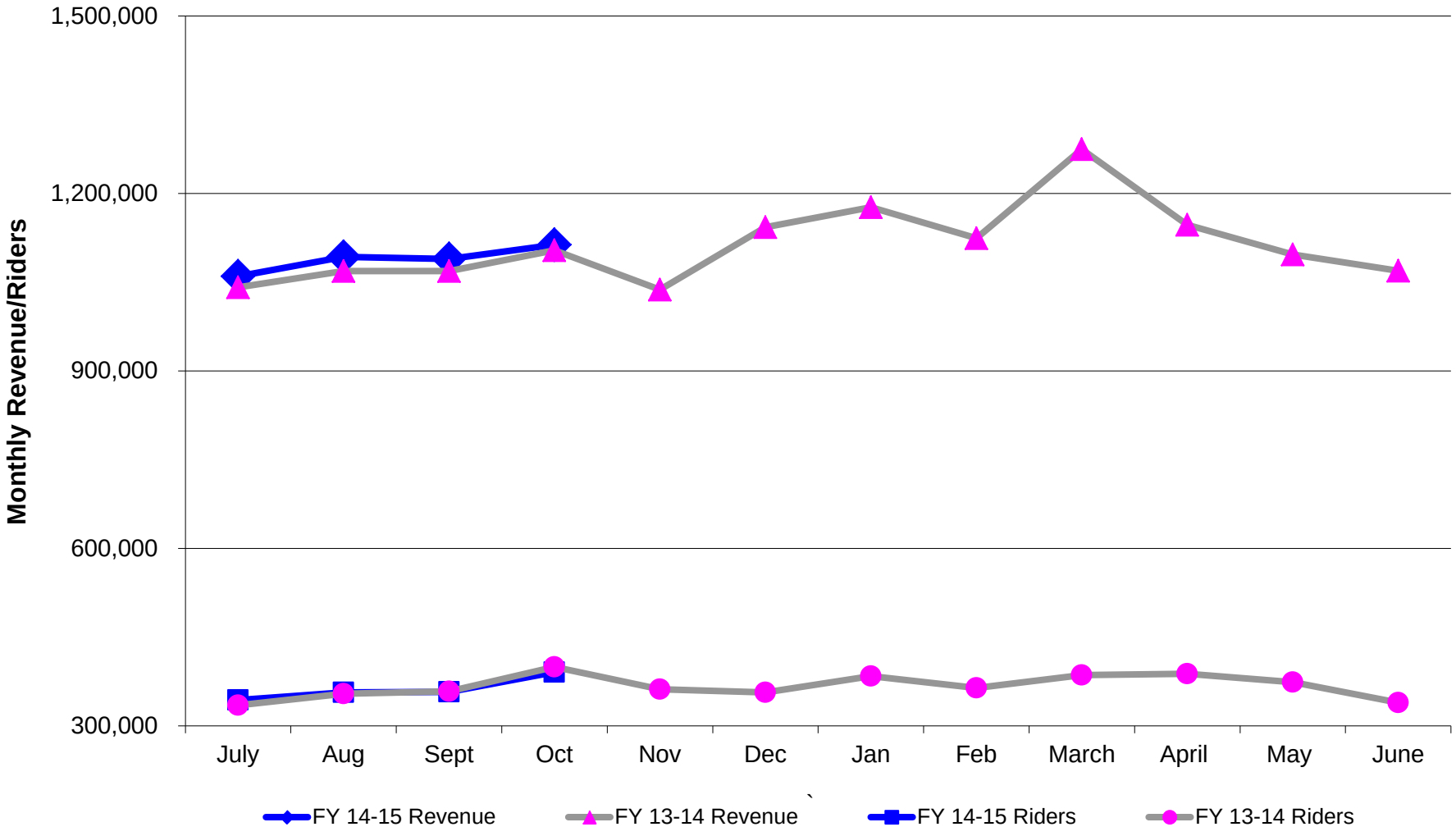
Total monthly ridership for October has decreased 2.2 % when compared to October of last year. Weekday ridership has decreased by 2.2 %, while the average weekday ridership in October 2013 was 15,203 per day versus 14,875 per day for 2014. Total weekend ridership for the fiscal year has increased by 2.8% when compared to last year. Total fiscal year ridership is up by 2.4% over the prior year.

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

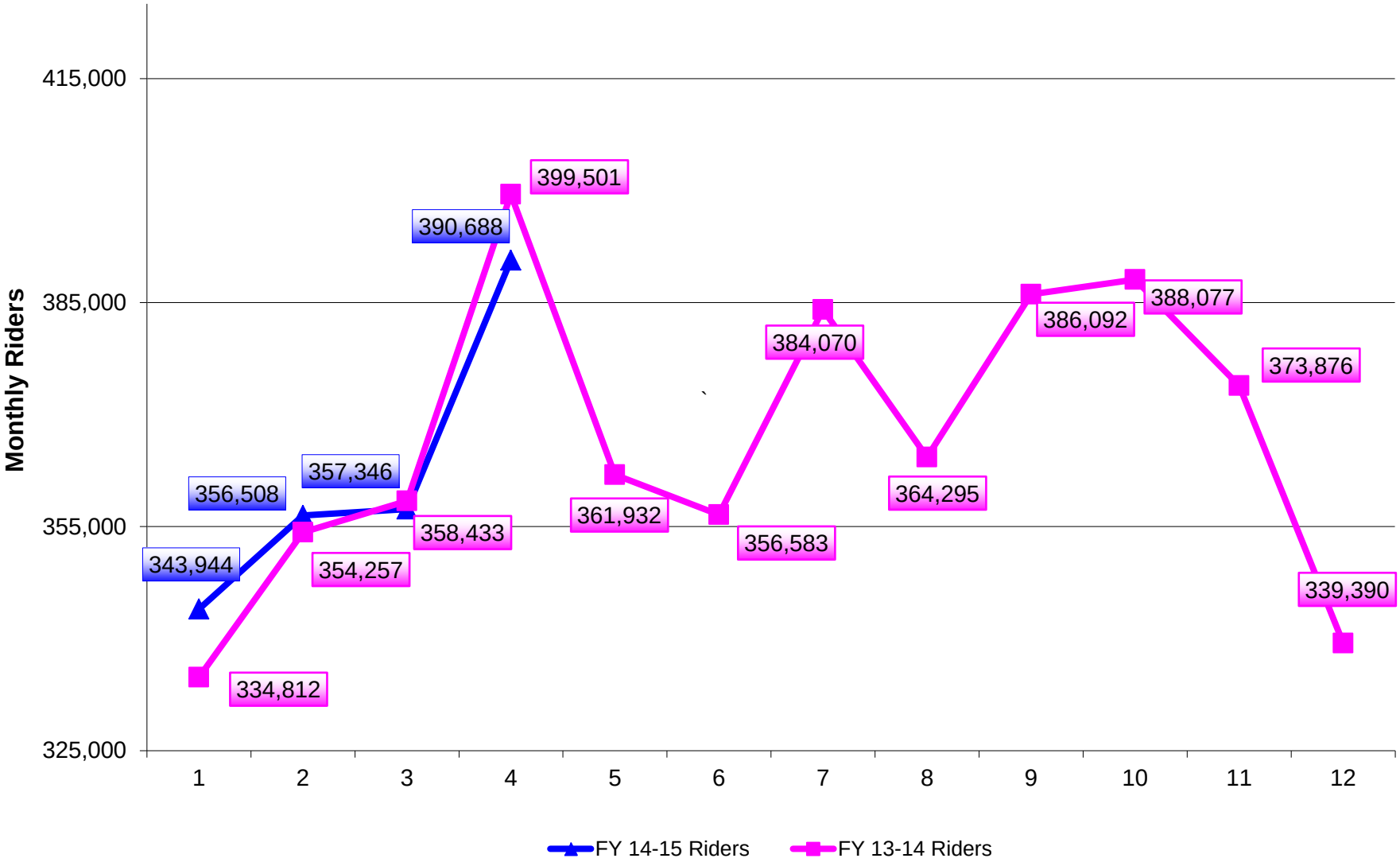
| Riders | Actual October 2014 | Actual October 2013 | October '14 vs.'13 % | FY '15 Rider ship To Date | FY '14 Rider ship To Date | FYTD '15 vs '14 % |
|---|---|---|---|---|---|---|
| M-F | 342,126 | 349,671 | -2.2% | 1,234,779 | 1,206,850 | 2.3% |
| Saturday | 26,347 | 26,710 | -1.4% | 109,567 | 104,253 | 5.1% |
| Sunday | 22,215 | 23,120 | -3.9% | 92,025 | 93,763 | -1.9% |
| Holidays | 0 | 0 | 0.0% | 12,115 | 9,846 | 23.0% |
| | 390,688 | 399,501 | -2.2% | 1,448,486 | 1,414,712 | 2.4% |

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

## Chart 1 - SFRTA Riders and Revenue Trends



## Chart 2 - SFRTA Riders



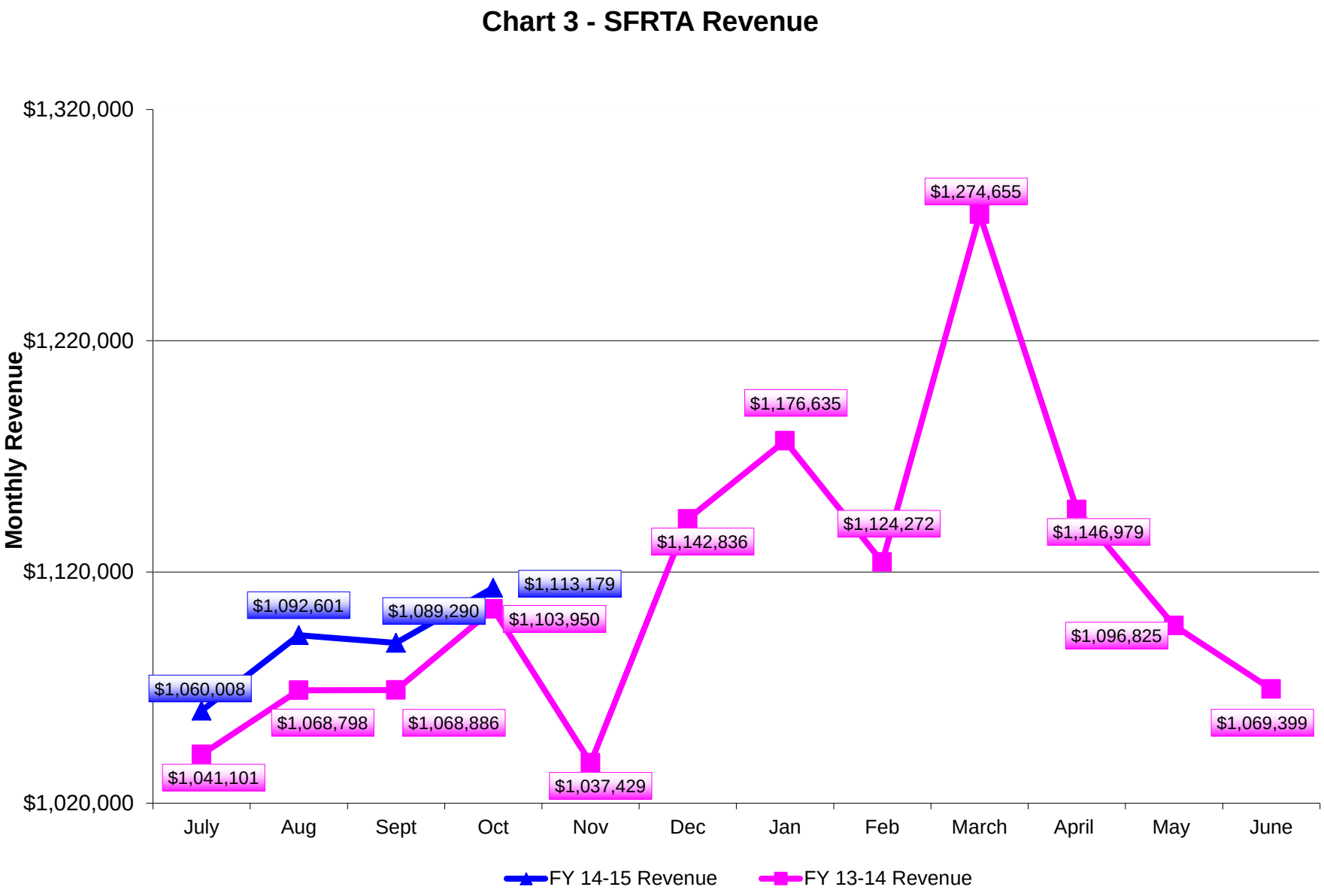


Chart 3 - SFRTA Revenue
Monthly Revenue
$1,320,000
$1,220,000
$1,120,000
$1,020,000
July
Aug
Sept
Oct
Nov
Dec
Jan
Feb
March
April
May
June
$1,060,008
$1,092,601
$1,089,290
$1,113,179
$1,041,101
$1,068,798
$1,068,886
$1,103,950
$1,037,429
$1,142,836
$1,176,635
$1,124,272
$1,274,655
$1,146,979
$1,096,825
$1,069,399
FY 14-15 Revenue
FY 13-14 Revenue

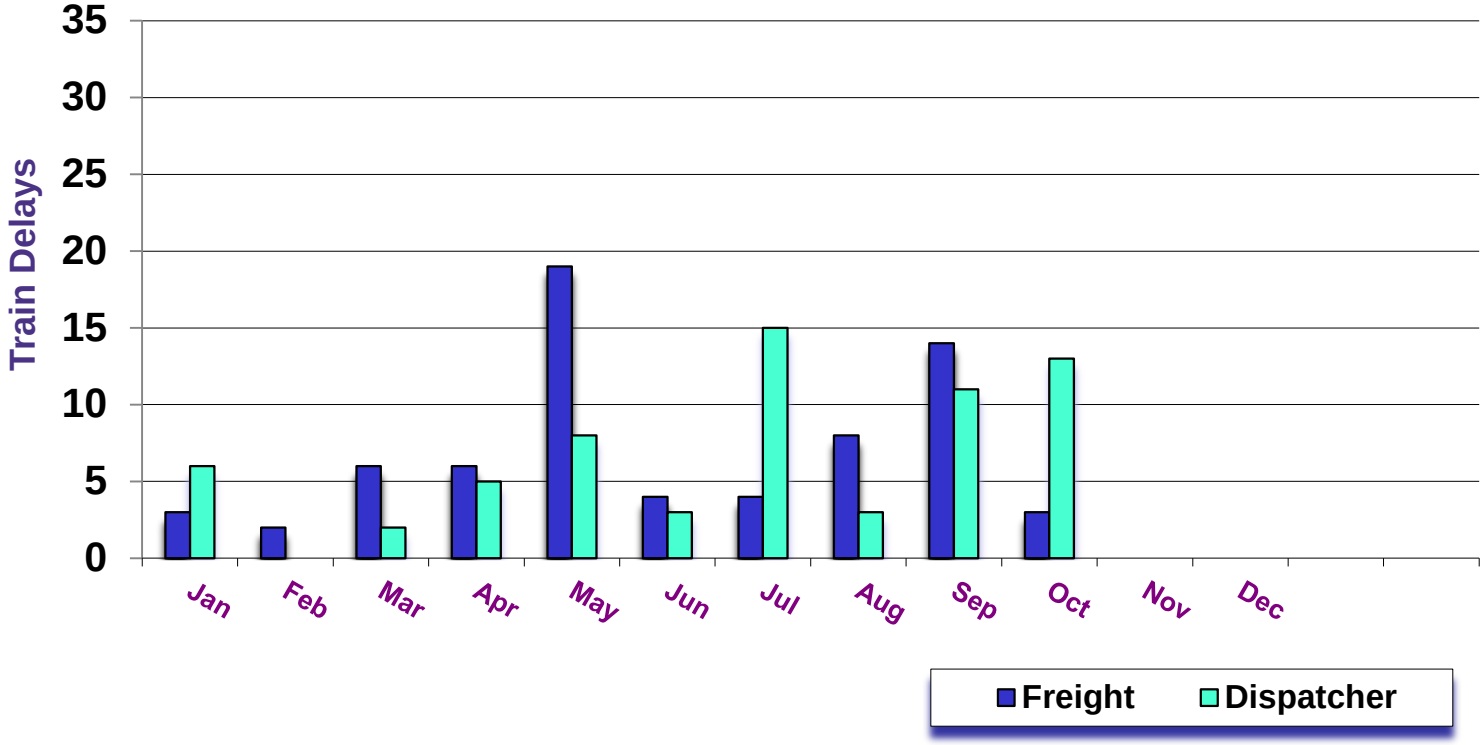
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## OCTOBER 2014 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

| | | | |
|---|---|---|---|
| OTP End To End | | | 86.0% |
| OTP Station To Station | | | 83.9% |
| DELAY CAUSES | NUMBER OF INCIDENTS | NUMBER OF LATE TRAINS | PERCENT OF TOTAL TRAINS |
| PD/FD Activity | 1 | 1 | 0.1% |
| SUB-TOTAL | 1 | 1 | 0.1% |
| CSX AGREEMENT | | | |
| RULE COMPLIANCE | 2 | 2 | 0.1% |
| FREIGHT | 3 | 3 | 0.2% |
| LOCAL SWITCHER | 5 | 7 | 0.5% |
| JAX DISPATCHER | 9 | 13 | 0.9% |
| MOW | 7 | 9 | 0.6% |
| SUB-TOTAL | 26 | 34 | 2.4% |
| OUTSIDE CSX | | | |
| COMMUNICATIONS | 0 | 0 | 0.0% |
| SIGNALS-COMP. | 1 | 1 | 0.1% |
| SUB-TOTAL | 1 | 1 | 0.1% |
| BOMBARDIER MECHANICAL | 12 | 33 | 2.4% |
| TRANSDEV TRANSPORTATION | 0 | 0 | 0.0% |
| AMTRAK | 5 | 5 | 0.4% |
| FEC IRIS | 0 | 0 | 0.0% |
| FEC TRAIN | 8 | 9 | 0.6% |
| WEATHER | 1 | 2 | 0.1% |
| ROW FOUL | 5 | 23 | 1.7% |
| SFRTA TRANSPORTATION | 9 | 11 | 0.8% |
| OTHER | 8 | 19 | 1.4% |
| 3rd PARTY GATE MALFUNCTION | 8 | 13 | 0.9% |
| 3RD PARTY -FATALITIES/VEHICLE | 1 | 10 | 0.7% |
| ROTEM MECHANICAL | 1 | 3 | 0.2% |
| BROOKVILLE MECHANICAL | 3 | 7 | 0.5% |
| SENSO TECH | 0 | 0 | 0.0% |
| BRIDGE SIGNAL | 0 | 0 | 0.0% |
| NBC MOW | 0 | 0 | 0.0% |
| NBC DISPATCHER | 0 | 0 | 0.0% |
| VANDALISM | 0 | 0 | 0.0% |
| ADA | 2 | 2 | 0.1% |
| EFFICIENCY TESTING | 1 | 1 | 0.1% |
| SUB-TOTAL | 64 | 138 | 9.9% |
| TRAINS LATE | | 174 | 12.5% |
| TERMINATED | | 10 | 0.7% |
| TERMINATED/RECOVERED | | 0 | 0.0% |
| ANNULLED | | 10 | 0.7% |
| TRAINS ON TIME | | 1196 | 86.0% |
| TOTAL | | 1390 | 100.0% |

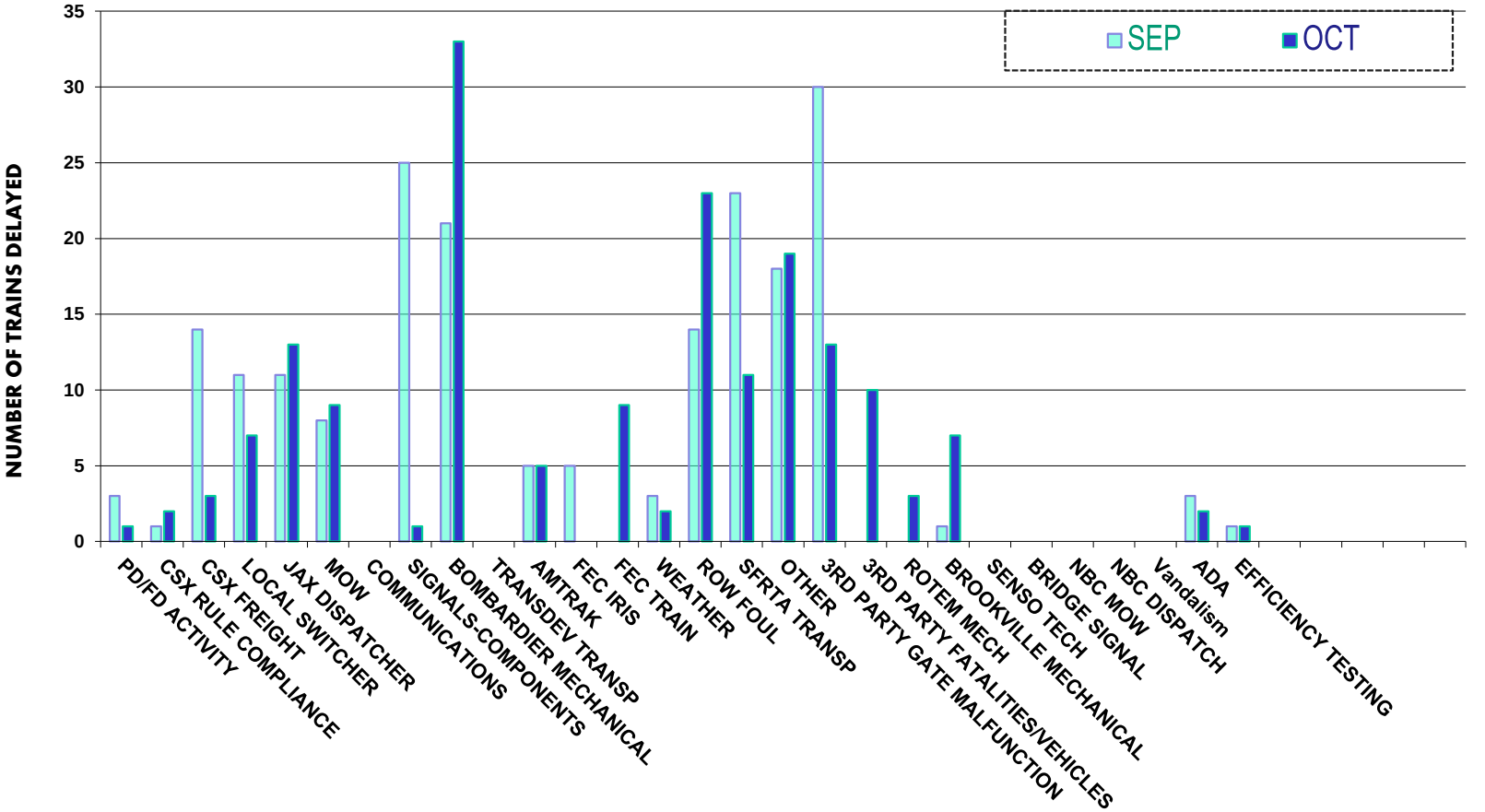
# CSXT JAX Dispatcher & Freight / Delays

2014



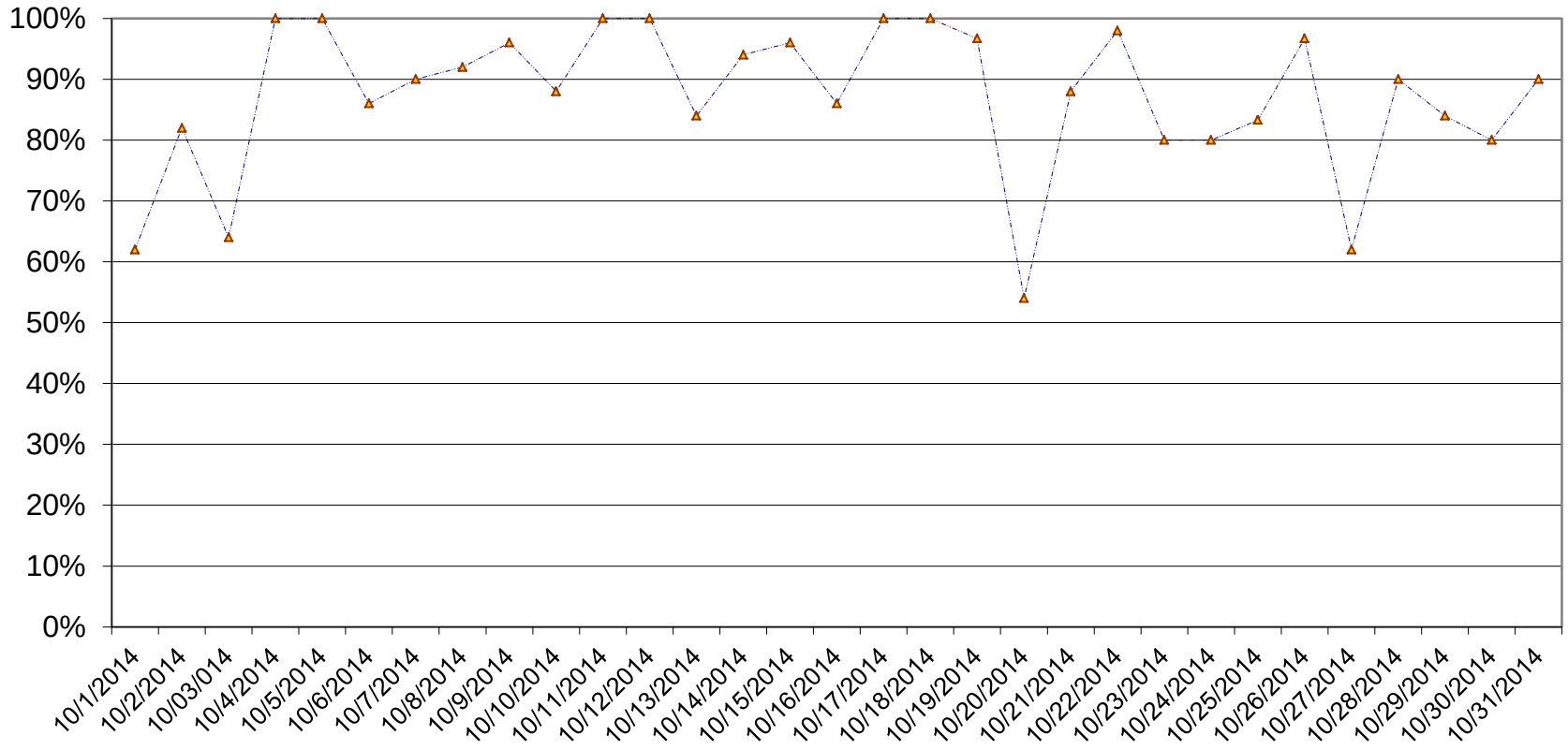
# On-Time Performance
# Calendar Year 2014

# TRAIN DELAYS- 2014

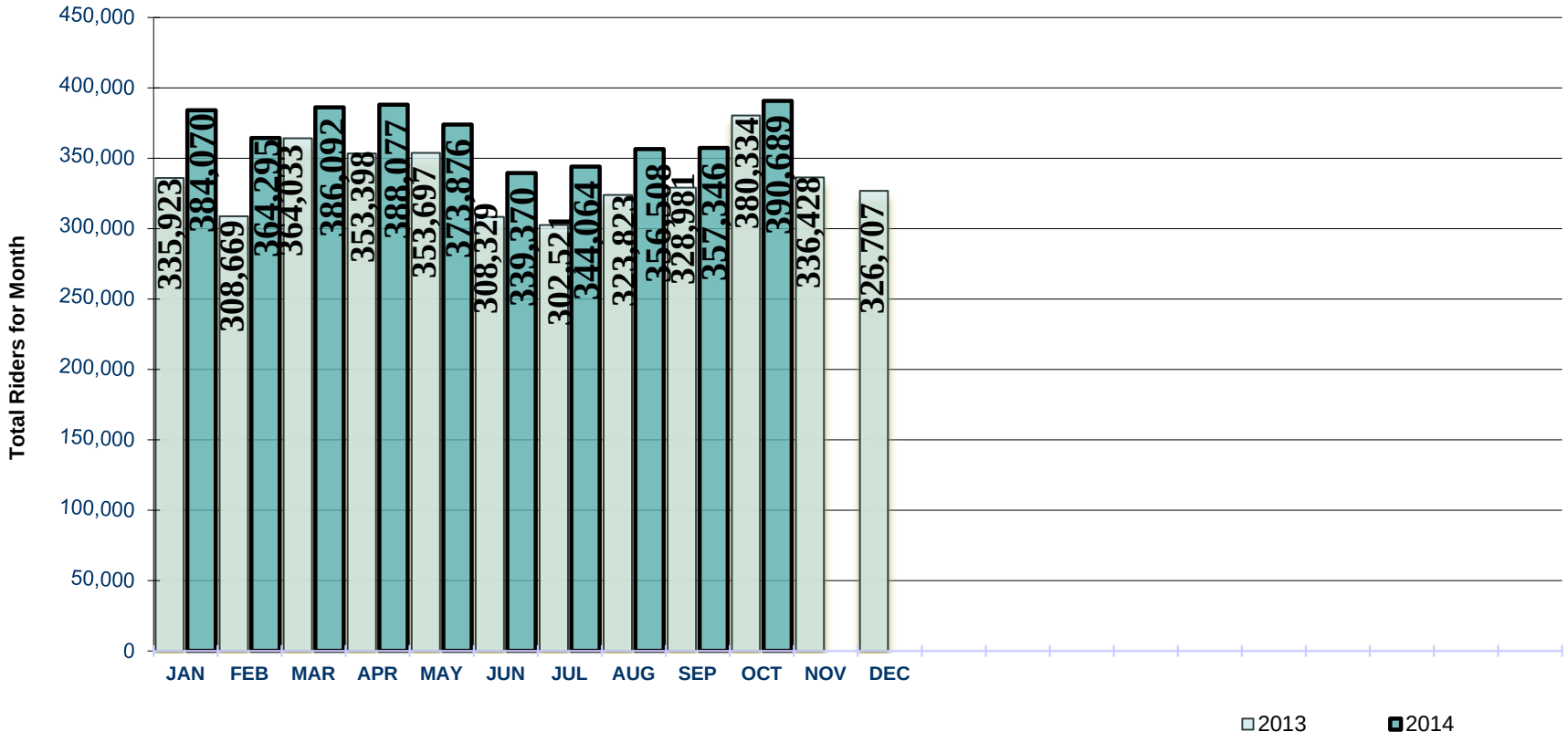


SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

# ON TIME PERFORMANCE
# END TO END OCT - 2014



# SFRTA Tri-Rail Monthly Ridership
# 2014



**AGENDA ITEM D**

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
# CORPORATE AND COMMUNITY OUTREACH OFFICE
# MONTHLY SUMMARY FOR OCTOBER 2014
# GOVERNING BOARD MEETING

## EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 10 new employers and 179 new employees during the month of October.

The total number of EDP tickets recorded as sold was 2,258 and the total revenue generated was reported as $129,709.30 in October.

## NEW EDP COMPANIES

| Employer | Enrollment Date | City |
|---|---|---|
| Affinity Resources | 10/27/2014 | Fort Lauderdale |
| Alloy Welding & Fabrication | 10/02/2014 | Delray Beach |
| Gershon Carpets | 10/30/2014 | Boca Raton |
| Heathintentions, Inc. dba Juicera | 10/15/2014 | Miami |
| Hotel Sofitel Miami | 10/16/2014 | Miami |
| New River Child Care / Learning Center | 10/29/2014 | Fort Lauderdale |
| Omicron Supplies, LLC | 10/23/2014 | Pompano Beach |
| Simkin Management, Inc. | 10/24/2014 | Miami |
| The Law Offices of Adrian Philip Thomas, P.A. | 10/20/2014 | Fort Lauderdale |
| Ultrashield | 10/06/2014 | Lauderhill |

**EDP SALES MISSIONS**

| Employer | City |
|---|---|
| ADP | Fort Lauderdale |
| Affinity Resources | Miami Lakes |
| Alloy Welding & Fabrication | Delray Beach |
| Bodylogic MD Franchise Corp. | Boca Raton |
| Cequint, Inc. | Fort Lauderdale |
| Chapman Freeborn, Inc. | Fort Lauderdale |
| Fast Fix 123 | West Palm Beach |
| Gershon Carpets | Boca Raton |
| Healthintentions, Inc. dba Juicera | Miami |
| Hotel Sofitel Miami | Miami |
| Loews Miami Beach | Miami Beach |
| Miami Rescue Mission, Inc. | Miami |
| New River Child Care/Learning Center | Fort Lauderdale |
| Omicron Supplies, LLC | Pompano Beach |
| Roig Lawyers | Deerfield Beach |
| Simkin Management, Inc. | Miami |
| The Law Offices of Adrian Philip Thomas, PA | Fort Lauderdale |
| Ultrashield | Lauderhill |
| WPEC 12 News | West Palm Beach |

## CORPORATE AND COMMUNITY OUTREACH OFFICE – OCTOBER ACTIVITIES:

### APTA ANNUAL

South Florida Regional Transportation Authority's (SFRTA) Corporate and Community Outreach (CCO) Manager attended the American Public Transportation Association's (APTA) Annual Conference in Houston, TX, to represent the agency during the AdWheel award ceremony. The agency did not bring home a trophy this year, but it is expected to play a big role in the upcoming APTA Marketing and Communications Conference, which is scheduled to take place in February 2015, in West Palm Beach.

### BENEFIT FAIRS

SFRTA CCO staff was present for several benefits fairs for the open enrollment season in October, invited by current organizations that are participants in Tri-Rail's Employer Discount Program (EDP). Among them, University of Miami, Loews Miami Beach Hotel, Mandarin Oriental Hotel and Miami Jewish Hospital, all in Miami; and Office Depot in Boca Raton. The Florida State annual employees' benefits fair returned at Florida Atlantic University's (FAU) Boca Raton campus, where all state employees and FAU were provided with information about the benefits of riding Tri-Rail. Palm Beach State College held a multi-day benefits fair at its locations in Lake Worth and Boca Raton, where they were provided with direct shuttle bus service information that connects directly with Tri-Rail.

### CO-BRANDING

The SFRTA Comptroller/Director of Information Technology initiated conversations with Miami-Dade Transit (MDT) to re-visit discussions on creating a co-branded EASY Card website, in order to offer passengers fare media for both systems. The agency's Director of Finance and the CCO Manager were asked to be part of the task force to implement the new service in conjunction with MDT Information Technology staff.

### DISABILITIES EXPO

Nova Southeastern University invited SFRTA to be part of its 7th Annual Disabilities Expo held at its main campus in Davie. SFRTA's ADA Compliance Officer and CCO staff were present at the public event which provided a variety of information on services and products geared toward persons with disabilities. Discount information was provided about Tri-Rail services including the new "Service Connected Pass" now offered to veterans with disabilities.

### FPTA ANNUAL

SFRTA's Executive Director, Government Affairs Manager and CCO Manager, were present at the Florida Public Transportation Association's (FPTA) 40th Annual Conference in Naples, FL. As chair of the Marketing Committee, the CCO Manager presented the 2014 Marketing Awards at the Welcome Breakfast session, as well as the "Best of the Best" awards during the closing banquet. The agency turned out to be a big winner bringing home two first-place and two second-place awards, including the "Best of the Best for Class1" award for "Tri-Rail's 25th Anniversary Luncheon" in the Special Event category. This was the first year that the agency was part of Class 1, in which it competed with the larger transit agencies in the State of Florida with operating budgets over $36 million. The FPTA leadership selected the SFRTA CCO Manager to chair the committee for next year's awards.

## LEARN GREEN CONFERENCE

The CCO Office staffed a booth at the Learn Green Conference held at the Dreyfuss School of the Arts in West Palm Beach. The event was a professional development and networking opportunity for the sharing of creative and practical ideas for "greening" school curriculums and day-to-day operations. To promote the importance of using public transit and lower carbon footprints, participants were encouraged to ride Tri-Rail to the event, which was conveniently located at the school's campus, within walking distance of Tri-Rail's West Palm Beach Station.

## SUNFEST

SunFest representatives reached out to the agency by way of the CCO Office to discuss a partnership to offer late trains to the annual concert event held in West Palm Beach. As they have seen the event grow in recent years, noting that 28% of their patrons coming from outside of Palm Beach County, they felt it was good time to re-visit a partnership. Further coordination with the Operations Department and the City of West Palm Beach's Downtown Trolley will be addressed before putting a plan together.

## TRANSPORTATION DAY

One of the CCO's Corporate and Community Relations Liaisons, along with a representative from Broward County Transit, was present for a transportation day held for the students of Jersey College and City College, located within walking distance of the Fort Lauderdale Station on Broward Boulevard. Information was provided about Tri-Rail's 50% student discount and discount bus passes.

## ONGOING COMMUNITY OUTREACH ACTIVITIES

- COMTO Scholarship Committee
- FPTA Marketing Committee / Annual Awards Coordination
- Greater Boca Raton Chamber of Commerce / Economic Development Committee Meeting and Tech Forum
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group

# EXECUTIVE SUMMARY
# BUDGETED INCOME STATEMENT

## October 2014

**Revenue:**

**Train Revenue**
For October 2014 year-to-date (YTD) actual revenue decreased $17,731 or remained even when compared to fiscal year (FY) 2015 YTD budgeted revenue. Actual revenue for FY 2015 YTD increased by $24,959 or 1% when compared to FY 2014 YTD actual revenue. This increase is attributed to an increase in ridership.

**Operating Assistance**
The FY 2015 Florida Department of Transportation (FDOT) Dedicated Funding first quarter payment for $7,650,000 was fully recorded in September. The second quarter payment should arrive by the end of December.

**Expenses:**
As of October 2014, the SFRTA FY 2015 YTD actual expenses are $8,451,736 or 26% below budget when compared to the FY 2015 YTD budgeted expense. All expenses are well within budget.

Train operations for FY 2015 YTD actual are $6,172,600 or 31% below budget when compared to the FY 2015 YTD budget and increased $1,107,445 or 9% when compared to FY 2014 YTD actual. This increase in FY 2015 can be mostly attributed to an increase in Train Fuel and Insurance expense.

The major categories within Train Operations include Train Fuel, Security, Insurance and Feeder Service:

- Train fuel expense for FY 2015 YTD actual is $198,095 or 5% below budget when compared to the FY 2015 YTD budget, and increased $556,690 or 19% when compared to FY 2014 YTD actual fuel expense.

- Security expense for FY 2015 YTD actual is $388,665 or 18% below budget when compared to the FY 2015 YTD budget, and increased $57,833 or 3% when compared to FY 2014 YTD actual. This increase can be attributed to changes in the rates per the contract.

**Expenses (Contd.)**

- Feeder bus expense for FY 2015 YTD actual is $97,839 or 5% below budget when compared to the FY 2015 YTD budget and decreased $296,243 or 14% when compared to FY 2014 YTD actual. In October of FY 2014 SFRTA received the full year invoice for Palm Beach as opposed to this year were haven't as of yet. This is the reason for the decrease in FY 2015.

- Insurance expense for FY 2015 YTD actual is $80,944 or 11% below budget when compared to the FY 2015 YTD budget and increased $381,087 or greater than 100% when compared to the FY 2014 actual. This increase in FY 2015 can be attributed to the timing differences in the recording of the expense.

Train and Station Maintenance for FY 2015 YTD actual is $1,100,239 or 15% below budget when compared to the FY 2015 YTD budget and increased $331,920 or 6% when compared to the FY 2014 actual. This increase can be attributed to an increase in Train and Station Maintenance expenses for the current month.

- Train Maintenance for FY 2015 YTD actual is $854,850 or 13% below budget when compared to the FY 2015 YTD budget and increased $338,110 or 7% when compared to FY 2014 YTD actual. This increase in FY 2015 can be attributed to a higher amount of expenses monthly with our fleet maintenance contract.

- Station Maintenance for FY 2015 YTD actual is $245,389 or 28% below budget when compared to the FY 2015 YTD budget and decreased $6,190 or 1% when compared to FY 2014 YTD actual. This decrease in FY 2015 can be attributed to a lesser amount of expenses associated with our contract.

Personnel Expenses for FY 2015 YTD actual are $412,326 or 11% below budget when compared to the FY 2015 YTD budget and increased $217,047 or 7% when compared to the FY 2014 actual.

Professional Services for FY 2015 YTD actual are $230,527 or 54% below budget when compared to the FY 2015 YTD budget and decreased $3,680 or 2% when compared to FY 2014 actual.

Legal Departmental expenses for FY 2015 YTD actual are $79,395 or 28% below budget when compared to the FY 2015 YTD budget and increased $20,441 or 11% when compared to FY 2014 actual. This increase can be attributed to slightly higher personnel expense in the current year.

**Expenses (Contd.)**

General and Administrative Expenses for FY 2015 YTD are $181,756 or 22% below budget when compared to the FY 2015 YTD budget and increased $25,125 or 4% when compared to FY 2014 actual. Some categories within General and Administrative expenses are Business Travel, Office Supplies, and Dues and Subscriptions.

- Business Travel expense for FY 2015 YTD actual is $37,903 or 47% below budget when compared to the FY 2015 YTD budget and increased $19,708 or 83% when compared to FY 2014 actual.

- Office Rent for FY 2015 YTD actual is $2,011 or 1% below budget when compared to the FY 2015 YTD budget and increased $18,543 or 9% when compared to the FY 2014 actual.

Corporate & Community Outreach expenses for FY 2015 YTD actual are $31,065 or 15% below budget when compared to the FY 2015 YTD budget and increased approximately $16,917 or 10% when compared to the FY 2014 YTD actual.

- Marketing Contract for FY 2015 YTD actual is $6,449 or 4% below budget when compared to the FY 2015 YTD budget and increased approximately $10,348 or 7% when compared to the FY 2014 actual. This increase is attributed to slighter higher expenses associated with the contract in October.

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
## BUDGETED INCOME STATEMENT
## 10/01/14 TO 10/31/14

| REVENUE | OCTOBER 2014 ACTUAL REVENUES | YTD ACTUAL REVENUES | YTD BUDGETED REVENUES | OVER (UNDER) BUDGET | 2014-15 ANNUAL BUDGET | BUDGET AVAILABLE |
|---|---|---|---|---|---|---|
| Train Revenue | $1,113,180 | $4,307,694 | $4,325,425 | ($17,731) | $13,064,845 | $8,757,151 |
| Interest Income / Other Income | 26,001 | 129,603 | 108,332 | 21,271 | 325,000 | 195,397 |
| **TOTAL TRAIN REVENUE** | **$1,139,181** | **$4,437,297** | **$4,433,757** | **$3,540** | **$13,389,845** | **$8,952,548** |
| **OPERATING ASSISTANCE** | | | | | | |
| Statutory Operating Assistance | - | 4,325,001 | 5,766,668 | (1,441,667) | 17,300,000 | 12,974,999 |
| Statutory Dedicated Funding | - | 3,324,999 | 4,433,332 | (1,108,333) | 13,300,000 | 9,975,001 |
| Statutory Maintenance of Way | - | - | 4,040,000 | (4,040,000) | 14,400,000 | 14,400,000 |
| FHWA | 433,555 | 1,330,961 | 1,333,332 | (2,371) | 4,000,000 | 2,669,039 |
| FTA Assistance | 4,168,844 | 8,192,763 | 8,301,498 | (108,735) | 23,100,000 | 14,907,237 |
| FTA-Designated Recipient Fees | 26,335 | 99,195 | 100,000 | (805) | 300,000 | 200,805 |
| FTA-JARC/New Freedom Program Fee | 5,335 | 15,915 | 16,668 | (753) | 50,000 | 34,085 |
| FTA-JARC/New Freedom Program Match | 94,408 | 180,478 | 185,296 | (4,818) | 375,890 | 195,412 |
| Statutory Counties Contribution | 391,250 | 1,565,000 | 1,565,000 | - | 4,695,000 | 3,130,000 |
| Gas Tax Transfer | - | - | 466,668 | (466,668) | 1,400,000 | 1,400,000 |
| SFRTA Reserves | - | - | 1,279,214 | (1,279,214) | 3,837,636 | 3,837,636 |
| Other Local Funding | 24,555 | 96,335 | 98,247 | (1,912) | 294,740 | 198,405 |
| **TOTAL ASSISTANCE** | **5,144,282** | **19,130,647** | **27,585,923** | **(8,455,276)** | **83,053,266** | **63,922,619** |
| **TOTAL REVENUE** | **$6,283,463** | **$23,567,944** | **$32,019,680** | **($8,451,736)** | **$96,443,111** | **$72,875,167** |

| EXPENSES | OCTOBER 2014 ACTUAL EXPENSES | YTD ACTUAL EXPENSES | YTD BUDGETED EXPENSES | (OVER) UNDER BUDGET | 2014-15 ANNUAL BUDGET | BUDGET AVAILABLE |
|---|---|---|---|---|---|---|
| Train Operations | 3,344,470 | 13,471,099 | 19,663,699 | 6,192,600 | 59,293,030 | 45,821,931 |
| Train and Station Maintenance | 1,768,047 | 6,175,218 | 7,275,457 | 1,100,239 | 22,151,447 | 15,976,229 |
| Personnel Expenses | 1,079,537 | 3,288,391 | 3,700,717 | 412,326 | 11,081,154 | 7,792,763 |
| Professional Fees | 32,500 | 198,250 | 428,777 | 230,527 | 1,187,400 | 989,150 |
| Legal | 67,302 | 202,018 | 281,413 | 79,395 | 838,244 | 636,226 |
| General & Administrative Expenses | 159,673 | 636,689 | 818,445 | 181,756 | 2,338,337 | 1,701,648 |
| Corporate & Community Outreach | 49,684 | 178,439 | 209,504 | 31,065 | 628,500 | 450,061 |
| Reserve | - | - | 166,668 | 166,668 | 499,999 | 499,999 |
| Expenses Transferred to Capital | (217,750) | (582,160) | (525,000) | 57,160 | (1,575,000) | (992,840) |
| **TOTAL EXPENSES** | **$ 6,283,463** | **$ 23,567,944** | **$ 32,019,680** | **$ 8,451,736** | **$ 96,443,111** | **$ 72,875,167** |
| | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**ACTUAL VS BUDGET REPORT**
**OCTOBER 31, 2014 & 2013**

| | Curent Year | | | | | | | Prior Year Comparison | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | October 2014 Actual | October 2014 Budget | Variances | FY 2015 YTD Actual | YTD Budget | Variances | % | FY 2014 YTD Actual | Variances | % |
| **Revenues:** | | | | | | | | | | |
| Train Revenue | $1,113,180 | $1,114,990 | (1,810) | $4,307,694 | $4,325,425 | -$17,731 | 0% | $4,282,735 | $24,959 | 1% |
| Interest/Dividend Income | 26,001 | 27,083 | (1,082) | 129,603 | 108,332 | 21,271 | 20% | 132,992 | (3,389) | -3% |
| **Total Train Revenue** | **1,139,181** | **1,142,073** | **(2,892)** | **4,437,297** | **4,433,757** | **3,540** | **0%** | **4,415,727** | **21,570** | **0%** |
| **Operating Assistance:** | | | | | | | | | | |
| Statutory Operating Assistance | - | 1,441,667 | (1,441,667) | 4,325,001 | 5,766,668 | (1,441,667) | -25% | 4,413,874 | (88,873) | -2% |
| Statutory Dedicated Funding | - | 1,108,333 | (1,108,333) | 3,324,999 | 4,433,332 | (1,108,333) | -25% | 3,236,126 | 88,873 | 3% |
| Statutory Maintenance of Way | - | 400,000 | (400,000) | - | 4,040,000 | (4,040,000) | -100% | - | - | 0% |
| FHWA | 433,555 | 475,000 | (41,445) | 1,330,961 | 1,333,332 | (2,371) | 0% | 1,074,614 | 256,347 | 0% |
| FTA Assistance | 4,168,844 | 4,283,181 | (114,337) | 8,192,763 | 8,301,498 | (108,735) | -1% | 6,919,588 | 1,273,175 | 0% |
| FTA-Designated Recipient Fees | 26,335 | 45,000 | (18,665) | 99,195 | 100,000 | (805) | -1% | 205,161 | (105,966) | -52% |
| FTA-JARC/New Freedom Program Fee | 5,335 | 14,167 | (8,832) | 15,915 | 16,668 | (753) | -5% | 15,209 | 706 | 5% |
| FTA-JARC/New Freedom Program Match | 94,408 | 105,324 | (10,916) | 180,478 | 185,296 | (4,818) | -3% | 122,598 | 57,880 | 47% |
| Statutory Counties Contribution | 391,250 | 391,250 | - | 1,565,000 | 1,565,000 | - | 0% | 1,565,000 | - | 0% |
| Gas Tax Transfer | - | 116,667 | (116,667) | - | 466,668 | (466,668) | -100% | - | - | 0% |
| SFRTA Reserves | - | 319,803 | (319,803) | - | 1,279,214 | (1,279,214) | -100% | - | - | 0% |
| Other Local Funding | 24,555 | 44,562 | (20,007) | 96,335 | 98,247 | (1,912) | -2% | 63,122 | 33,213 | 53% |
| **Total Operating Assistance** | **5,144,282** | **8,744,954** | **(3,600,672)** | **19,130,647** | **27,585,923** | **(8,455,276)** | **-31%** | **17,615,292** | **1,515,355** | **9%** |
| **Total Revenue** | **$6,283,463** | **$9,887,027** | **($3,603,564)** | **23,567,944** | **$32,019,680** | **(8,451,736)** | **-26%** | **$22,031,019** | **1,536,925** | **7%** |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**ACTUAL VS BUDGET REPORT**
**OCTOBER 31, 2014 & 2013**

| | Curent Year | | | | | | | Prior Year Comparison | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | October 2014 Actual | October 2014 Budget | Variances | FY 2015 YTD Actual | YTD Budget | Variances | % | FY 2014 YTD Actual | Variances | % |
| **Expenses:** | | | | | | | | | | |
| **Train Operations** | | | | | | | | | | |
| Train Operations Contract | $951,600 | $1,253,963 | (302,363) | $3,878,492 | $4,009,929 | (131,437) | -3% | $3,817,525 | 60,967 | 2% |
| Train Operation - Fuel | 882,314 | 1,181,875 | (299,561) | 3,429,405 | 3,627,500 | (198,095) | -5% | 2,872,715 | 556,690 | 19% |
| Emergency Bus Service | 1,073 | 4,983 | (3,910) | 8,311 | 18,332 | (10,021) | -55% | 11,850 | (3,539) | 0% |
| Security Contract | 427,755 | 545,062 | (117,307) | 1,791,583 | 2,180,248 | (388,665) | -18% | 1,733,750 | 57,833 | 3% |
| Feeder Bus | 486,746 | 681,778 | (195,032) | 1,849,273 | 1,947,112 | (97,839) | -5% | 2,145,516 | (296,243) | -14% |
| Station Utilities | 51,056 | 150,000 | (98,944) | 201,639 | 300,000 | (98,361) | -33% | 189,555 | 12,084 | 6% |
| EMS Boards | 7,642 | 15,167 | (7,525) | 45,838 | 52,668 | (6,830) | -13% | 29,339 | 16,499 | 56% |
| Revenue Collection | 63,251 | 68,583 | (5,332) | 191,128 | 194,332 | (3,204) | -2% | 89,222 | 101,906 | 0% |
| Insurance | 94,643 | 409,082 | (314,439) | 685,723 | 766,667 | (80,944) | -11% | 304,636 | 381,087 | 125% |
| APTA Dues | - | 1,583 | (1,583) | - | 6,332 | (6,332) | -100% | - | - | 0% |
| ROW Maintenance | 32,384 | 1,306,250 | (1,273,866) | 101,058 | 5,224,111 | (5,123,053) | -98% | 80,231 | 20,827 | 0% |
| TVM Maintenance | 2,437 | 34,333 | (31,896) | 20,092 | 57,332 | (37,240) | -65% | 85,172 | (65,080) | -76% |
| Smart Card | 10,090 | 16,500 | (6,410) | 22,352 | 26,000 | (3,648) | -14% | 202 | 22,150 | 0% |
| Dispatch | 333,479 | 493,284 | (159,805) | 1,246,205 | 1,253,136 | (6,931) | -1% | 1,003,941 | 242,264 | 24% |
| **Total Train Operations** | **3,344,470** | **6,162,443** | **(2,817,973)** | **13,471,099** | **19,663,699** | **(6,192,600)** | **-31%** | **12,363,654** | **1,107,445** | **9%** |
| **Train and Station Maintenance** | | | | | | | | | | |
| Train Maintenance | 1,603,134 | 1,844,155 | (241,021) | 5,533,411 | 6,388,261 | (854,850) | -13% | 5,195,301 | 338,110 | 7% |
| Station Maintenance | 164,913 | 321,799 | (156,886) | 641,807 | 887,196 | (245,389) | -28% | 647,997 | (6,190) | -1% |
| **Total Train and Station Maintenance** | **1,768,047** | **2,165,954** | **(397,907)** | **6,175,218** | **7,275,457** | **(1,100,239)** | **-15%** | **5,843,298** | **331,920** | **6%** |
| **Personnel Expenses** | | | | | | | | | | |
| Salaries and Wages | 819,020 | 875,926 | (56,906) | 2,362,530 | 2,703,704 | (341,174) | -13% | 2,247,856 | 114,674 | 5% |
| Taxes | 64,186 | 69,522 | (5,336) | 182,405 | 238,088 | (55,683) | -23% | 171,812 | 10,593 | 6% |
| Group Insurance | 113,168 | 135,775 | (22,607) | 505,610 | 518,166 | (12,556) | -2% | 446,434 | 59,176 | 13% |
| Pension | 83,163 | 91,773 | (8,610) | 237,846 | 240,759 | (2,913) | -1% | 205,242 | 32,604 | 16% |
| **Total Personnel Expenses** | **1,079,537** | **1,172,996** | **(93,459)** | **3,288,391** | **3,700,717** | **(412,326)** | **-11%** | **3,071,344** | **217,047** | **7%** |
| **Professional Services** | | | | | | | | | | |
| Auditing Services | - | - | - | 36,250 | 37,250 | (1,000) | 0% | 42,480 | (6,230) | -15% |
| Professional Services | 32,500 | 91,927 | (59,427) | 162,000 | 391,527 | (229,527) | -59% | 159,450 | 2,550 | 2% |
| **Total Professional Services** | **32,500** | **91,927** | **(59,427)** | **198,250** | **428,777** | **(230,527)** | **-54%** | **201,930** | **(3,680)** | **-2%** |
| **Legal** | | | | | | | | | | |
| Salaries and Wages | 47,803 | 50,138 | (2,335) | 142,330 | 147,752 | (5,422) | -4% | 128,814 | 13,516 | 10% |
| Taxes | 1,311 | 2,740 | (1,429) | 5,949 | 10,960 | (5,011) | -46% | 5,729 | 220 | 4% |
| Group Insurance | 3,483 | 5,250 | (1,767) | 12,110 | 13,000 | (890) | -7% | 10,164 | 1,946 | 19% |
| Pension | 6,682 | 8,632 | (1,950) | 19,515 | 20,049 | (534) | -3% | 16,033 | 3,482 | 22% |
| Business Travel | 179 | 750 | (571) | 179 | 3,000 | (2,821) | -94% | 1,497 | (1,318) | -88% |
| Membership/Dues/Subscriptions | 449 | 2,543 | (2,094) | 1,347 | 2,172 | (825) | -38% | 1,318 | 29 | 0% |
| Seminars and Training | - | 1,333 | (1,333) | 75 | 1,332 | (1,257) | -94% | - | 75 | 0% |
| Legal Services | 7,395 | 21,667 | (14,272) | 20,513 | 83,148 | (62,635) | -75% | 18,022 | 2,491 | 0% |
| **Total Legal** | **67,302** | **93,053** | **(25,751)** | **202,018** | **281,413** | **(79,395)** | **-28%** | **181,577** | **20,441** | **11%** |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**ACTUAL VS BUDGET REPORT**
**OCTOBER 31, 2014 & 2013**

| | Curent Year | | | | | | | Prior Year Comparison | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | October 2014 Actual | October 2014 Budget | Variances | FY 2015 YTD Actual | YTD Budget | Variances | % | FY 2014 YTD Actual | Variances | % |
| **General and Administrative Expenses** | | | | | | | | | | |
| Bank & Credits Cards Fees | 11,251 | 13,833 | (2,582) | 46,365 | 47,332 | (967) | -2% | 37,842 | 8,523 | 23% |
| Building Maintenance | 8,458 | 15,875 | (7,417) | 29,312 | 47,500 | (18,188) | -38% | 36,804 | (7,492) | -20% |
| Business Travel | 10,389 | 20,350 | (9,961) | 43,497 | 81,400 | (37,903) | -47% | 23,789 | 19,708 | 83% |
| Materials & Supplies | 4,536 | 23,333 | (18,797) | 54,722 | 69,332 | (14,610) | -21% | 62,553 | (7,831) | -13% |
| Membership/Dues/Subscriptions | 21,423 | 30,171 | (8,748) | 65,275 | 78,684 | (13,409) | -17% | 66,126 | (851) | -1% |
| Office Rent | 56,717 | 57,491 | (774) | 227,953 | 229,964 | (2,011) | -1% | 209,410 | 18,543 | 9% |
| Printing & Advertising | 337 | 4,496 | (4,159) | 2,779 | 17,984 | (15,205) | -85% | 5,862 | (3,083) | -53% |
| Seminars and Training | 2,248 | 13,212 | (10,964) | 3,701 | 52,848 | (49,147) | -93% | 7,294 | (3,593) | -49% |
| Telecommunications | 37,793 | 40,583 | (2,790) | 144,747 | 155,333 | (10,586) | -7% | 145,835 | (1,088) | -1% |
| Vehicle Operations & Maintenance | 5,465 | 6,750 | (1,285) | 15,868 | 27,000 | (11,132) | -41% | 15,261 | 607 | 4% |
| Miscellaneous Personnel Expenses | 1,056 | 2,767 | (1,711) | 2,470 | 11,068 | (8,598) | -78% | 788 | 1,682 | 0% |
| **Total General and Administrative Exp** | **159,673** | **228,861** | **(69,188)** | **636,689** | **818,445** | **(181,756)** | **-22%** | **611,564** | **25,125** | **4%** |
| **Corporate & Community Outreach Expenses** | | | | | | | | | | |
| Special Programs | - | 1,000 | (1,000) | - | 4,000 | (4,000) | -100% | - | - | 0% |
| Customer Service/Information | 9,170 | 9,292 | (122) | 18,098 | 37,168 | (19,070) | -51% | 11,556 | 6,542 | 57% |
| Corporate & Community Outreach Contract | 40,514 | 50,667 | (10,153) | 160,219 | 166,668 | (6,449) | -4% | 149,871 | 10,348 | 7% |
| Promotional Materials | - | 417 | (417) | 122 | 1,668 | (1,546) | -93% | 95 | 27 | 0% |
| **Total Corporate & Community Outreach Expenses** | **49,684** | **61,376** | **(11,692)** | **178,439** | **209,504** | **(31,065)** | **-15%** | **161,522** | **16,917** | **10%** |
| **Reserves and Transfers** | | | | | | | | | | |
| Reserve | - | 41,667 | (41,667) | - | 166,668 | (166,668) | -100% | - | - | 0% |
| Expenses Transferred to Capital | (217,750) | (131,250) | (86,500) | (582,160) | (525,000) | (57,160) | 11% | (403,870) | (178,290) | 0% |
| | | | | | - | | | | | |
| **Total Reserves and Transfers** | **(217,750)** | **(89,583)** | **(128,167)** | **(582,160)** | **(358,332)** | **(223,828)** | **62%** | **(403,870)** | **(178,290)** | **0%** |
| **Total Expenses** | **6,283,463** | **9,887,027** | **(3,603,564)** | **23,567,944** | **32,019,680** | **(8,451,736)** | **-26%** | **22,031,019** | **1,536,925** | **7%** |
| **Net Income** | **-** | **-** | **-** | **-** | **-** | **-** | **0%** | **-** | **-** | |
| | - | - | - | - | - | - | 0% | - | - | |
| | | | | | - | - | | | | |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**STATEMENTS OF NET ASSETS**
**OCTOBER 31, 2014**

**ASSETS**

| | | |
|---|---|---|
| Current assets: | | |
| Cash and cash equivalents | $ | 55,354,787 |
| Accounts receivable: | | |
| State Grants | | 3,705,090 |
| Federal Grants | | 21,258,012 |
| Counties | | 2,507,515 |
| Other | | 1,089,444 |
| Prepaid expenses | | 126,521 |
| Total current assets | | 84,041,369 |
| Noncurrent assets: | | |
| Capital assets (net of accumulated depreciation) | | 538,822,771 |
| Total noncurrent assets | | 538,822,771 |
| Total assets | $ | 622,864,140 |

**LIABILITIES**

| | | |
|---|---|---|
| Current liabilities: | | |
| Accounts payable | $ | 1,563,084 |
| Accruals | | 4,248,625 |
| Compensated absences | | 447,762 |
| Deferred revenue | | 1,098,447 |
| Due to other governmental units | | 138,952 |
| Total current liabilities | | 7,496,870 |
| Noncurrent liabilities: | | |
| Compensated absences | | 671,643 |
| Deposits | | 3,913,292 |
| Advances from FDOT | | 2,000,000 |
| Total noncurrent liabilities | | 6,584,935 |
| Total liabilities | $ | 14,081,805 |

**NET ASSETS**

| | | |
|---|---|---|
| Invested in Capital Assets | | 538,822,771 |
| Reserved for Capital Projects | | 42,573,001 |
| Unrestricted | | 27,386,563 |
| Total net assets | | 608,782,335 |
| Total liabilities and net assets | $ | 622,864,140 |

# FINANCE & INFORMATION TECHNOLOGY
# EXECUTIVE SUMMARY

INVOICES OVER $2,500

During October 2014, the SFRTA's Accounts Payable division processed 501 invoices totaling $11,836,415.72 and disbursed 241 checks, excluding payroll, totaling $11,972,926.15.

Invoices over $2,500 represent 38.6% (93 checks) of all invoices processed in the month of October, and represent 99.6% of the value ($11,920,563.75) of all checks processed in October 2014.

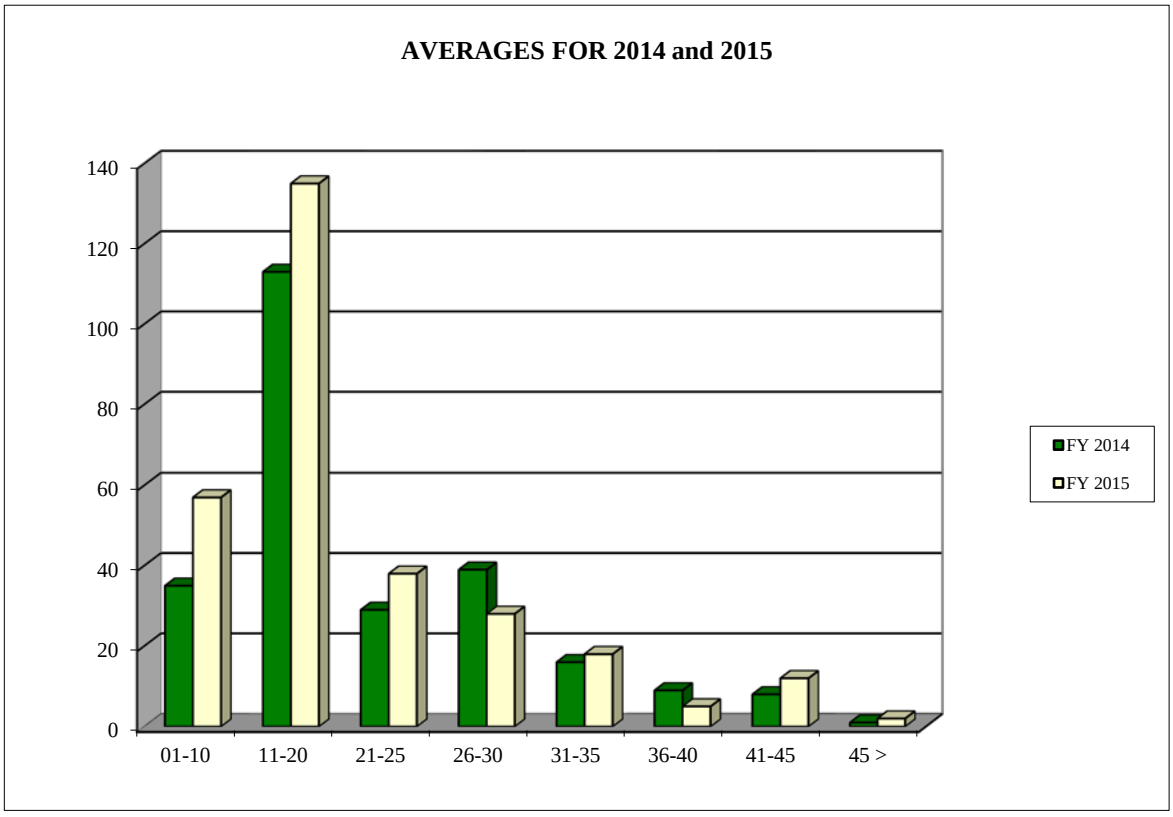
Accounts Payable processed 74.2% (69 checks) of the checks over $2,500 within the 21-25 days, with 89.2% (83 checks) of the checks over $2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** AGENDA ITEM NO. F

**PAYMENT CYCLE REPORT - OCTOBER 2014**

**FOR INVOICES $2,500 AND OVER**

| MONTHLY AVERAGE JULY 2014 TO JUNE 2015 | | | MONTHLY AVERAGE JULY 2013 TO JUNE 2014 | |
|---|---|---|---|---|
| **INVOICE CYCLE** | **% OF TOTAL** | | **INVOICE CYCLE** | **% OF TOTAL** |
| 0 -10 Days | 19.3% | | 0 -10 Days | 14.0% |
| 11-20 Days | 45.8% | | 11-20 Days | 45.2% |
| 21-25 Days | 12.9% | | 21-25 Days | 11.6% |
| 26-30 Days | 9.5% | | 26-30 Days | 15.6% |
| 31-35 Days | 6.1% | | 31-35 Days | 6.4% |
| 36-40 Days | 1.7% | | 36-40 Days | 3.6% |
| 41-45 Days | 4.1% | | 41-45 Days | 3.2% |
| Over 45 Days | 0.7% | | Over 45 Days | 0.4% |



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**GOVERNING BOARD MEETING: DECEMBER 5, 2014**
**INFORMATION ITEM:**
**SUMMARY OF PAYMENTS OVER $2,500**
**OCTOBER 1, 2014 TO OCTOBER 31, 2014**

| INVOICE CYCLE | NO. CHECKS | PERCENT OF TOTAL | ACCUM % |
|---|---|---|---|
| 0-10 days | 16 | 17.2% | 17.2% |
| 11-20 days | 42 | 45.2% | 62.4% |
| 21-25 days | 11 | 11.8% | 74.2% |
| 26-30 days | 14 | 15.1% | 89.2% |
| 31-35 days | 3 | 3.2% | 92.5% |
| 36-40 days | 2 | 2.2% | 94.6% |
| 41-45 days | 5 | 5.4% | 100.0% |
| Over 45 days | 0 | 0.0% | 100.0% |
| TOTAL CHECKS | 93 | 100.0% | |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**GOVERNING BOARD MEETING: DECEMBER 5, 2014**
**INFORMATION ITEM: PAYMENTS OVER $2,500**
**OCTOBER 1 TO OCTOBER 31, 2014**

| RCVD DATE | APPRVD DATE | CHECK DATE | MAILED CHECK | DAYS PROCESS | VENDOR | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|---|
| 9/17/2014 | 9/23/2014 | 10/3/2014 | 10/6/2014 | 19 | KEOLIS TRANSIT SERVICES, LLC | Feeder Service 8/16-31/14, 09/01-09/15/14 | 287,818.63 |
| 8/31/2014 | 9/23/2014 | 10/3/2014 | 10/6/2014 | 36 | SFEC TMA | Feeder Service Aug 2014 | 7,846.13 |
| 9/16/2014 | 9/23/2014 | 10/3/2014 | 10/7/2014 | 21 | G4S SECURE SOLUTIONS USA | G4S 9/8-9/14/14 | 101,477.02 |
| 9/10/2014 | 9/26/2014 | 10/3/2014 | 10/6/2014 | 26 | MAGNADATA USA INC. | TVM Supplies | 8,800.00 |
| 9/9/2014 | 9/29/2014 | 10/3/2014 | 10/7/2014 | 28 | CH2M HILL, INC. | Technical and Logistical Support for Projects | 12,188.25 |
| 8/25/2014 | 9/25/2014 | 10/3/2014 | 10/7/2014 | 43 | CUBIC TRANSPORTATION SYSTEMS | Repairs-TVM | 3,074.57 |
| 9/17/2014 | 9/23/2014 | 10/3/2014 | 10/7/2014 | 20 | FTI CONSULTING | August 2014 - Federal Legislative Consultant Services | 12,000.00 |
| 9/16/2014 | 9/26/2014 | 10/9/2014 | 10/10/2014 | 24 | BV OIL COMPANY | Train Fuel - 9/4-23/14 | 522,382.57 |
| 9/30/2014 | 10/1/2014 | 10/9/2014 | 10/13/2014 | 13 | CSX TRANSPORTATION | Dispatch/Bridge Tenders/DSL service-7/2-9/5/14 | 19,979.41 |
| 9/16/2014 | 10/2/2014 | 10/9/2014 | 10/13/2014 | 27 | EAC CONSULTING | Commuter Rail Track & Signal | 31,135.52 |
| 10/1/2014 | 10/1/2014 | 10/9/2014 | 10/13/2014 | 12 | FLORIDA POWER & LIGHT | Station Utilities | 4,724.51 |
| 10/8/2014 | 10/6/2014 | 10/9/2014 | 10/13/2014 | 5 | G4S SECURE SOLUTIONS USA | G4S 9/15-21/14, 9/22-28/14 | 201,753.45 |
| 9/30/2014 | 10/6/2014 | 10/9/2014 | 10/10/2014 | 10 | BOMBARDIER MASS TRANSIT CORPORATION | Repairs and On Board Cleaning - August 2014 | 151,084.19 |
| 9/19/2014 | 10/6/2014 | 10/9/2014 | 10/10/2014 | 21 | MERIDIAN MANAGEMENT CORPORATION | Station Maintenance August 2014 | 151,905.53 |
| 9/24/2014 | 10/3/2014 | 10/9/2014 | 10/10/2014 | 16 | MIAMI DADE | TVM-Miami Dade Credit Card Fees-July & August 2014 | 68,112.36 |
| 9/24/2014 | 10/1/2014 | 10/9/2014 | 10/10/2014 | 16 | RAIL TECH CONSULTANTS INC | PIS Parts and Labor - 10/14 | 7,550.00 |
| 9/24/2014 | 10/2/2014 | 10/9/2014 | 10/10/2014 | 16 | ROADMASTER ENGINEERING, INC. | Emergency repairs and Maintenance for Hialeah Yard | 9,804.50 |
| 10/8/2014 | 10/6/2014 | 10/9/2014 | 10/13/2014 | 5 | BITNER GOODMAN INC | Marketing June 2014 | 10,514.00 |
| 10/3/2014 | 10/6/2014 | 10/9/2014 | 10/13/2014 | 10 | ERICKS CONSULTANTS | State Legislative Consultant Services - 09/01/14 | 20,500.00 |
| 10/7/2014 | 10/13/2014 | 10/16/2014 | 10/20/2014 | 13 | KEOLIS TRANSIT SERVICES, LLC | Feeder Service 09/16-09/30/14 | 149,861.25 |
| 9/24/2014 | 10/9/2014 | 10/16/2014 | 10/20/2014 | 26 | MIAMI DADE | July-August 2014 link up fees | 37,900.00 |
| 10/9/2014 | 10/14/2014 | 10/16/2014 | 10/20/2014 | 11 | ROADMASTER ENGINEERING, INC. | Emergency repairs and Maintenance for Hialeah Yard | 2,839.31 |
| 10/10/2014 | 10/13/2014 | 10/16/2014 | 10/20/2014 | 10 | DBA WEX BANK WRIGHT | September 2014 Fuel | 3,443.42 |
| 9/30/2014 | 10/6/2014 | 10/17/2014 | 10/20/2014 | 20 | DOWNTOWN FT LAUDERDALE TMA | Shuttle Bus Service - July, August 2014 | 39,333.32 |
| 9/30/2014 | 10/8/2015 | 10/17/2014 | 10/20/2014 | 20 | A GOLDSTEIN & COMPANY | Teal Blue Lanyards | 2,839.87 |
| 10/9/2014 | 10/14/2014 | 10/17/2014 | 10/20/2014 | 11 | FLORIDA PUBLIC TRANSPORTATION | Annual FPTA Membership Dues FY 2015 | 20,000.00 |
| 10/2/2014 | 10/8/2014 | 10/20/2014 | 10/20/2014 | 18 | NATIONAL RAILROAD PASSENGER | Base Comp - September 2014 | 286,320.00 |
| 10/10/2014 | 10/21/2014 | 10/21/2014 | 10/21/2014 | 11 | BANK OF AMERICA | Purch Cards - 10/04/14 | 23,386.90 |
| 9/30/2014 | 10/10/2014 | 10/22/2014 | 10/22/2014 | 22 | BOMBARDIER MASS TRANSIT CORPORATION | Base - September 2014, Weekend Trains | 1,326,649.68 |
| 9/18/2014 | 9/11/2014 | 10/23/2014 | 10/29/2014 | 41 | TRANSDEV SERVICES, INC. | 08/01-31/14 Base Contract | 970,935.58 |
| 10/2/2014 | 10/13/2014 | 10/23/2014 | 10/29/2014 | 27 | TRANSDEV SERVICES, INC. | 09/01-30/14 Base Contract | 945,043.86 |
| 10/6/2014 | 10/10/2014 | 10/24/2014 | 10/24/2014 | 18 | BV OIL COMPANY | Train Fuel - 9/24-30/14 | 194,577.74 |
| 10/10/2014 | 10/15/2014 | 10/24/2014 | 10/27/2014 | 12 | AON RISK SERVICES INC | Insurances | 87,490.35 |
| 10/14/2014 | 10/15/2014 | 10/24/2014 | 10/27/2014 | 13 | CSX TRANSPORTATION | Dispatch/Bridge Tenders/DSL service -7/31-9/30/14 | 42,441.87 |
| 10/20/2014 | 10/21/2014 | 10/24/2014 | 10/27/2014 | 7 | FLORIDA POWER & LIGHT | Station Utilities | 32,379.03 |
| 10/15/2014 | 10/13/2014 | 10/24/2014 | 10/27/2014 | 14 | G4S SECURE SOLUTIONS USA | G4S 9/29-10/5/14, Phone Services, 10/6-12/14 | 222,531.86 |
| 10/13/2014 | 10/16/2014 | 10/24/2014 | 10/27/2014 | 14 | FTI CONSULTING | September 2014 - Federal Legislative Services | 12,000.00 |
| 10/17/2014 | 10/21/2014 | 10/24/2014 | 10/27/2014 | 10 | SHUTTS AND BOWEN LLP | Legal Representation for Environmental Parcels | 5,787.63 |
| 10/20/2014 | 10/23/2014 | 10/30/2014 | 11/4/2014 | 15 | CITY OF DELRAY BEACH | Quarterly Reimbursement 7/1-9/30/2014 | 18,750.00 |
| 10/3/2014 | 10/23/2014 | 10/30/2014 | 11/4/2014 | 32 | COMMUNICATIONS USA | Channel with Full Keyboard | 4,697.00 |
| 10/21/2014 | 10/23/2014 | 10/30/2014 | 11/4/2014 | 14 | G4S SECURE SOLUTIONS USA | G4S 10/13-19/14 | 101,585.16 |
| 10/16/2014 | 10/20/2014 | 10/30/2014 | 11/4/2014 | 19 | AT&T | Reg Summ Bill - 10/14 | 40,808.52 |
| 10/28/2014 | 10/28/2014 | 10/30/2014 | 11/4/2014 | 7 | PROLOGIS TRUST | Main Office Rent November 2014 | 55,309.77 |
| 10/22/2014 | 10/24/2014 | 10/31/2014 | 11/4/2014 | 13 | KEOLIS TRANSIT SERVICES, LLC | Feeder Service 10/01-10/15/14, Incentive | 165,933.75 |
| 10/20/2014 | 10/23/2014 | 10/31/2014 | 11/4/2014 | 15 | SFEC TMA | Feeder Service September 2014 | 7,846.13 |
| 10/10/2014 | 10/24/2014 | 10/31/2014 | 10/31/2014 | 21 | BOMBARDIER MASS TRANSIT CORPORATION | DMU, On Board Cleaning 09/14, Weekend Trains Sept | 28,498.91 |
| 10/16/2014 | 10/27/2014 | 10/31/2014 | 11/4/2014 | 19 | MIAMI DADE | TVM-Miami Dade Credit Card Fees-September 2014 | 32,862.83 |
| 10/23/2014 | 10/28/2014 | 10/31/2014 | 11/4/2014 | 12 | RAIL TECH CONSULTANTS INC | PIS Parts and Labor - 10/14 | 2,968.00 |
| 10/21/2014 | 10/22/2014 | 10/31/2014 | 11/4/2014 | 14 | UNITED VAN LINES, LLC | Moving Expenses R. Chess | 4,101.21 |
| | | | | **49** | **TOTAL OPERATING EXPENDITURES** | | **6,501,773.59** |

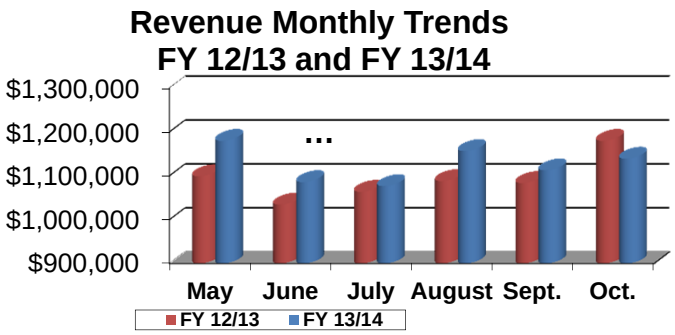
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**GOVERNING BOARD MEETING: DECEMBER 5, 2014**
**INFORMATION ITEM: PAYMENTS OVER $2,500**
**OCTOBER 1 TO OCTOBER 31, 2014**

| RCVD DATE | APPRVD DATE | CHECK DATE | MAILED CHECK | DAYS PROCESS | VENDOR | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|---|
| 8/22/2014 | 9/16/2014 | 9/24/2014 | 10/6/2014 | 45 | PARSONS BRINCKERHOFF, INC. | Professional Planning Services | 62,088.12 |
| 9/23/2014 | 9/29/2014 | 10/2/2014 | 10/6/2014 | 13 | BROOKVILLE EQUIPMENT CORP. | Fully Compliant Locomotives Milestones | 1,049,490.00 |
| 9/8/2014 | 9/24/2014 | 10/3/2014 | 10/6/2014 | 28 | HDR ENGINEERING INC | Technical Support | 10,234.49 |
| 9/9/2014 | 9/24/2014 | 10/3/2014 | 10/6/2014 | 27 | KIMLEY HORN AND ASSOCIATES | Technical and Logistical Support for Projects | 8,213.82 |
| 9/16/2014 | 10/1/2014 | 10/3/2014 | 10/6/2014 | 20 | USAT CORP | Wi-Fi Antenna | 2,783.40 |
| 9/9/2014 | 9/29/2014 | 10/3/2014 | 10/7/2014 | 28 | CH2M HILL, INC. | Technical and Logistical Support for Projects | 6,805.12 |
| 9/14/2014 | 9/23/2014 | 10/3/2014 | 10/7/2014 | 23 | G4S SECURE SOLUTIONS USA | G4S 9/8-14/14 Hialeah Market Station | 4,803.12 |
| 9/8/2014 | 9/30/2014 | 10/9/2014 | 10/10/2014 | 32 | HNTB CORPORATION | ADA/FAC Compliance Design Standards | 3,122.49 |
| 9/15/2014 | 9/30/2014 | 10/9/2014 | 10/10/2014 | 10 | JACOBS ENGINEERING GROUP INC. | Technical and Logistical Support for Projects | 9,712.70 |
| 9/2/2014 | 9/30/2014 | 10/9/2014 | 10/10/2014 | 38 | KIMLEY HORN AND ASSOCIATES | Technical and Logistical Support for Projects | 8,447.60 |
| 9/22/2014 | 10/6/2014 | 10/9/2014 | 10/10/2014 | 18 | PARSONS BRINCKERHOFF, INC. | Professional Planning Services | 25,902.33 |
| 9/15/2014 | 10/1/2014 | 10/9/2014 | 10/10/2014 | 25 | TEM SYSTEMS INC. | Preventative Maintenance NW 37 Ave Gate in Hialeah | 3,000.00 |
| 9/26/2014 | 10/6/2014 | 10/9/2014 | 10/10/2014 | 14 | TREASURE COAST REGIONAL PLAN, COUNCIL | Professional Planning Services | 25,000.00 |
| 9/23/2014 | 10/1/2014 | 10/9/2014 | 10/14/2014 | 21 | ANSALDO STS USA, INC. | For SF Rail Corridor Dispatch System | 1,083,110.90 |
| 9/16/2014 | 10/2/2014 | 10/9/2014 | 10/10/2014 | 24 | CH2M HILL, INC. | Technical and Logistical Support for Projects | 143,255.60 |
| 10/1/2014 | 10/3/2014 | 10/9/2014 | 10/10/2014 | 9 | DON REID FORD | (2) 2014 Ford Fusion Hybrid | 45,912.00 |
| 9/17/2014 | 10/2/2014 | 10/9/2014 | 10/13/2014 | 26 | EAC CONSULTING | Professional Engineering Services | 15,339.43 |
| 10/1/2014 | 10/6/2014 | 10/9/2014 | 10/13/2014 | 12 | G4S SECURE SOLUTIONS USA | G4S 9/15-21/14, 9/22-28/14 Hialeah Market Station | 9,606.24 |
| 9/16/2014 | 10/2/2014 | 10/9/2014 | 10/13/2014 | 27 | GANNETT FLEMING INC | Train Tracking and PIS | 91,572.57 |
| 10/10/2014 | 10/9/2014 | 10/10/2014 | 10/11/2014 | 1 | CITY OF POMPANO BEACH | Rezoning Approval for Construction new operations ctr | 4,167.00 |
| 10/10/2014 | 10/9/2014 | 10/10/2014 | 10/11/2014 | 1 | CITY OF POMPANO BEACH | Major Site Plan and Bldg Review for New Operation Ctr | 7,535.00 |
| 9/22/2014 | 10/13/2014 | 10/16/2014 | 10/20/2014 | 28 | JACOBS ENGINEERING GROUP INC | Technical and Logistical Support for Projects | 21,630.95 |
| 10/1/2014 | 10/13/2014 | 10/16/2014 | 10/20/2014 | 19 | PARSONS BRINCKERHOFF, INC. | Professional Planning Services | 47,557.65 |
| 9/24/2014 | 10/10/2014 | 10/16/2014 | 10/20/2014 | 26 | PARSONS BRINCKERHOFF, INC. | Professional Planning Services | 12,937.45 |
| 10/1/2014 | 10/10/2014 | 10/16/2014 | 10/20/2014 | 19 | TY LIN INTERNATIONAL | Professional Engineering Services | 9,749.71 |
| 9/30/2014 | 10/6/2014 | 10/17/2014 | 10/17/2014 | 17 | BOMBARDIER MASS TRANSIT CORPORATION | Bombardier Door Station Overhaul-26 bi-levels | 6,411.87 |
| 10/16/2014 | 10/16/2014 | 10/17/2014 | 10/20/2014 | 4 | CITY OF POMPANO BEACH | Major Site Plan & Blding Review for New Parking Garage | 8,685.00 |
| 10/10/2014 | 10/9/2014 | 10/17/2014 | 10/20/2014 | 10 | CITY OF FORT LAUDERDALE | Reimb FL-37-X082-00 & FL -57-X050-00 - 6/2-30/14 | 11,945.38 |
| 10/15/2014 | 10/15/2014 | 10/17/2014 | 10/20/2014 | 5 | CITY OF OPA LOCKA | Opa Locka Parking Expansion Building Permit | 7,138.42 |
| 10/10/2014 | 10/9/2014 | 10/17/2014 | 10/20/2014 | 10 | CITY OF WEST PALM BEACH | Reimb for Trolley Grant FL-37-X052-00-8/4-31/14 | 18,275.40 |
| 10/2/2014 | 10/17/2014 | 10/23/2014 | 10/27/2014 | 25 | KIMLEY HORN AND ASSOCIATES | Technical and Logistical Support for Projects | 144,094.56 |
| 10/7/2014 | 10/17/2014 | 10/23/2014 | 10/27/2014 | 20 | PARSONS BRINCKERHOFF, INC. | Professional Planning Services | 75,077.49 |
| 10/13/2014 | 10/20/2014 | 10/24/2014 | 10/27/2014 | 14 | BRANCHING OUT, INC. | Professional Services at Hialeah Yard | 51,185.00 |
| 10/3/2014 | 10/13/2014 | 10/24/2014 | 10/27/2014 | 24 | CH2M HILL, INC. | Technical and Logistical Support for Projects | 42,136.31 |
| 10/7/2014 | 10/13/2014 | 10/24/2014 | 10/27/2014 | 20 | G4S SECURE SOLUTIONS USA | G4S 9/29-10/5/14, 10/6-12/14 Hialeah Market Station | 9,606.24 |
| 9/23/2014 | 10/13/2014 | 10/30/2014 | 11/4/2014 | 42 | CH2M HILL, INC. | Technical and Logistical Support for Projects | 90,367.31 |
| 10/21/2014 | 10/23/2014 | 10/30/2014 | 11/4/2014 | 14 | G4S SECURE SOLUTIONS USA | G4S 10/13-19/14 Hialeah Market Station | 4,803.12 |
| 10/14/2014 | 10/17/2014 | 10/31/2014 | 10/31/2014 | 17 | BOMBARDIER MASS TRANSIT CORPORATION | Installation of E7 Decelostat System | 24,231.74 |
| 9/20/2014 | 10/22/2014 | 10/31/2014 | 10/31/2014 | 41 | ROTEM COMPANY | Services for Commuter Rail Cars | 59,126.00 |
| 10/13/2014 | 10/16/2014 | 10/31/2014 | 10/31/2014 | 18 | BROOKVILLE EQUIPMENT CORP. | Fully Compliant Locomotives Milestones | 1,049,490.00 |
| 10/22/2014 | 10/24/2014 | 10/31/2014 | 11/4/2014 | 13 | HDR ENGINEERING INC | Technical Support | 1,051,989.30 |
| 10/2/2014 | 10/24/2014 | 10/31/2014 | 11/4/2014 | 33 | KIMLEY HORN AND ASSOCIATES | Technical and Logistical Support for Projects | 31,138.71 |
| 10/7/2014 | 10/24/2014 | 10/31/2014 | 11/4/2014 | 28 | PARSONS BRINCKERHOFF, INC. | Professional Planning Services | 16,325.16 |
| 10/8/2014 | 10/23/2014 | 10/31/2014 | 11/4/2014 | 27 | PARSONS TRANSPORTATION GROUP | Professional Engineering Services | 4,785.46 |
| | | | | **44** | **TOTAL CAPITAL EXPENDITURES** | | **5,418,790.16** |
| | | **Item Total** | | **93** | **TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES** | | **$ 11,920,563.75** |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**REVENUE REPORT-OCTOBER 2014**

***REVENUE -OCTOBER 2014***

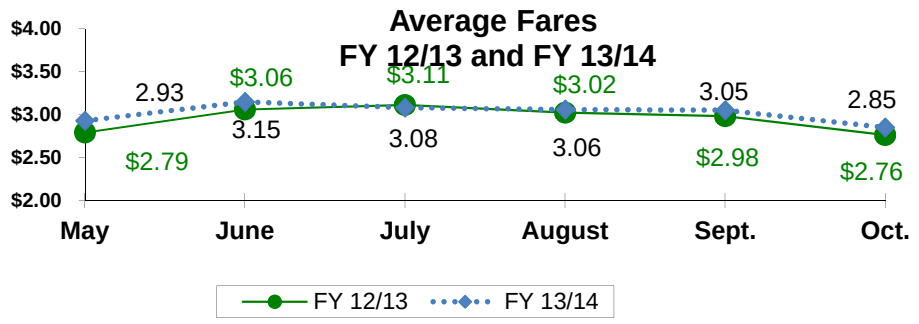
| DESCRIPTION | Oct-13 | Oct-14 | VARIANCE | % |
|---|---|---|---|---|
| Weekday Sales | 947,538 | 953,204 | 5,666 | 0.6% |
| Weekend Sales | 156,412 | 159,976 | 3,564 | 2.3% |
| Other Income | 75,874 | 26,001 | (49,873) | -65.7% |
| Total Revenue | 1,179,824 | 1,139,181 | (40,643) | -3.4% |



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**REVENUE REPORT- OCTOBER 2014**

| SALES BY TICKET TYPE | OCTOBER 2013 | | OCTOBER 2014 | | PERCENT (1) CHANGE |
|---|---|---|---|---|---|
| **Palm Beach Schools** | 30,250 | | 27,550 | | -9% |
| **Employer Disc. Program** | 147,381 | | 129,709 | | -12% |
| **Group Tour Sales** | 789 | | 207 | | -73.8% |
| **Station Sales:** | | | | | |
| One-Way | 410,948 | | 423,077 | | 3.0% |
| Roundtrip | 224,893 | | 224,015 | | -0.4% |
| 12 Trips | 42,874 | | 44,332 | | 3.4% |
| Monthly | 59,700 | | 63,300 | | 6.0% |
| Monthly Reg. Pass | 24,490 | | 16,300 | | -33.4% |
| One-Way Discount | 7,297 | | 6,740 | | -7.6% |
| Roundtrip Discount | 10,896 | | 8,731 | | -19.9% |
| Monthly Discount | 42,563 | | 35,550 | | -16.5% |
| Monthly Disc. Reg. Pass | 19,128 | | 11,800 | | -38.3% |
| Stored Value | 82,268 | | 121,867 | | 48.1% |
| Card Deposits | 474 | | | | |
| **Total Station Sales** | 925,530 | | 955,712 | | |
| **Total Sales** | 1,103,950 | | 1,113,179 | | 0.8% |

| | | |
|---|---|---|
| **AVERAGE FARE** | 2.76 | 2.85 |

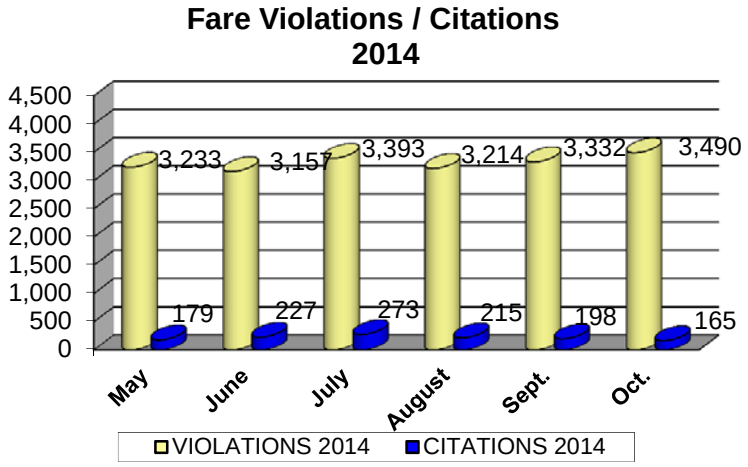


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
**FARE EVASION REPORT**
**MAY 2014 THROUGH OCTOBER 2014**

| MONTH | TOTAL INSPECTED | TOTAL VIOLATIONS | # OF CITATIONS | # OF WARNINGS | % RIDERS INSPECTED |
|---|---|---|---|---|---|
| | | | | | |
| MAY 2014 | 458,263 | 3,233 | 179 | 3,048 | 123% |
| | | | | | |
| JUNE 2014 | 409,153 | 3,157 | 227 | 2,915 | 120% |
| | | | | | |
| JULY 2014 | 429,167 | 3,393 | 273 | 3,111 | 125% |
| | | | | | |
| AUGUST 2014 | 442,931 | 3,214 | 215 | 2,988 | 124% |
| | | | | | |
| SEPTEMBER 2014 | 465,919 | 3,332 | 198 | 3,124 | 130% |
| | | | | | |
| OCTOBER 2014 | 507,221 | 3,490 | 165 | 3,322 | 130% |
| | | | | | |
| AVERAGE | 452,109 | 3,303 | 210 | 3,085 | 125% |

| | |
|---|---|
| **FARE EVASION %** | **0.69%** |

| | | |
|---|---|---|
| **FINES** | **$** | **9,102** |



# Solicitation Status Report
# October 2014

**AGENDA ITEM: H**

| Solicitation Number | Solicitation Type | Description of Services | Advertise Date | Document Available | Pre-Submittal Conference | Due Date Bids/Proposals | Award Contract |
|---|---|---|---|---|---|---|---|
| **14-012** | **ITB** | Maintenance Of Way Services | **6/8/2014** | **6/9/2014** | **6/20/2014** | **9/11/2014** | **12/5/2014** |
| **15-001** | **RFP** | Design Build Services for the SFRTA Operations Center and Pompano Beach Tri-Rail Station Improvements | **8/26/2014** | **9/2/2014** | **9/11/2014** | **10/17/2014** | **12/5/2014** |
| **14-010** | **RFQ** | General Planning Consultants (GPC) Services | **7/18/2014** | **7/21/2014** | **7/29/2014** | **8/18/2014** | **12/5/2014** |
| **15-003** | **RFP** | Corporate & Community Outreach and Marketing Services | **9/5/2014** | **9/8/2014** | **9/17/2014** | **10/3/2014** | **12/5/2014** |

AGENDA ITEM NO: I

# Contract Actions Executed
# Under The Executive Director's Authority
# For The Month of October 2014

| Contract/ Purchase Order No. | Contract /Project Description | Contract Action | Amount $ |
|---|---|---|---|
| **15-000205** | **CONTRACTOR: AT&T**<br><br>**DESCRIPTION:** Data Circuits For Dispatch. | **Purchase Order** | $12,476.56 |
| **15-000195** | **CONTRACTOR: EAC CONSULTING**<br><br>**DESCRIPTION:** Assist SFRTA In Performing General Engineering Consultant (GEC) Service Tasks, Which Require A Quick Response And Short Turn-Around Time. | **Purchase Order** | $25,000.00 |
| **15-000215** | **CONTRACTOR: GOODMAN PUBLIC RELATIONS, INC.**<br><br>**DESCRIPTION:** Marketing Fall Events Rail Fun Day, Kids Got Talent And Miami International Book Fair. | **Purchase** | $21,081.00 |
| **15-000206** | **CONTRACTOR: GOVERNMENT SERVICES GROUP, INC.**<br><br>**DESCRIPTION:** Identifying Alternative Sources Of Revenue To Fund The Local Match For Capital Improvements And Ongoing Annual Maintenance Costs For The Tri-Rail Coastal Link. | **Purchase Order** | $35,000.00 |
| **15-000207** | **CONTRACTOR: HDR ENGINEERING**<br><br>**DESCRIPTION:** New River Bridge Inspection. | **Work Order** | $35,000.00 |
| **15-000217** | **CONTRACTOR: HNTB COROPORATION**<br><br>**DESCRIPTION** Cypress Creek Mobility Hub Master Plan. | **Work Order** | $623,289.48 |
| **15-000192** | **CONTRACTOR: NATIONAL AUTO FLEET GROUP**<br>**I**<br>**DESCRIPTION:** 2014 Nissan Pathfinder Hybrid Replacement Vehicle for Corporate and Community Outreach . | **Purchase Order** | $29,996.16 |

# Contract Actions Executed
# Under The Executive Director's Authority
# For The Month of October 2014

| Contract/ Purchase Order No. | Contract /Project Description | Contract Action | Amount $ |
|---|---|---|---|
| **15-000219** | **CONTRACTOR: RITTERS PRINTING**<br>**DESCRIPTION:** Blanket Purchase Order For Black And White Copies | **Purchase Order** | $10,000.00 |

AGENDA ITEM: J

# Contract Actions Executed
# Under The
# Construction Oversight Committee's Authority
# For The Month of October 2014

| Date Signed | Description | Contract Action | Amount $ |
|---|---|---|---|
| **N/A** | No Contract Actions were executed by the Construction Oversight Committee for the Month of October, 2014 | N/A | N/A |

SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY

# *MONTHLY CRIME ANALYSIS SUMMARY AND FARE EVASION REPORT*

## *OCTOBER 2014*

***PRESENTED BY***

STEVE COLLISTER
PROJECT MANAGER

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

**OCTOBER 2014**

During the month of OCTOBER 2014, 3948 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, one (1) Assault on a Transit Agent/C.P.O., one (1) Suicide, one (1) Trains Vs Bicycle, one (1) Sexual Offense, one (1) Disorderly Conduct Arrest, six (6) Thefts, one (1) Auto Theft, one (1) Robbery, and one (1) Trespass Arrest. A total of six (6) Arrests were made this month, 3 of them for Fare Evasion.

**MAJOR INCIDENTS**

**Assault on a Transit Agent / C.P.O.** **Arrest**
**Case #10-14-1642**
Occurred on 10/13/14, Monday. Subject arrested for assaulting C.P.O. Dickerson at Hialeah Market Station. The subject after boarding P648 was asked to detrain because he did not have a ticket. He tried to strike C.P.O. Dickerson in the face, but was blocked. He was then restraint in handcuffs until Hialeah Police Department arrived. Hialeah Police Department and Fire rescue arrived on scene. The subject was treated for a bruise he sustained on his upper eye brow during the take down. He was then taken into custody. Hialeah Police Department Case #14-037152.

**Suicide**
**Case # 10-14-1512**
Occurred on 10/13/2014, Monday, at 0720 hours. Officer Gomez observed a body lying next to the tracks at MM 018.3. Subject (W/M) allegedly jumped from Sheridan Street over-pass (MM 1018.3), and when he was found had already expired. Hollywood Police Department Case # 33-1410-137038

**Train Vs. Bicycle-fatality**
**Case # 10-14-2493**
Occurred on 10/20/2014, Monday, at 1709 hours. An individual riding a bicycle was struck at MM 1017.28 by the north bound train P632. According to eyewitness information, the gates were already down but the individual proceeded through the area and as a consequence was struck by P632. Police Department Case #14-10001537.

**Sexual Offense**
**Case # 10-14-3094**
Occurred on 10/25/2014, Saturday. Victim reported to C.P.O. R.Velez that she was walking up the entrance to Mangonia Park Station when a black male about 17-18 years of age slim built wearing blue short and white tennis shoes called her to turn around. When she did, the individual show her his genitals. Mangonia Park Police Department was called but the subject had already departed the station. Mangonia Park Police Department case #14-136053.

**Disorderly Conduct** **Arrest**
**Case # 10-14-3352**
Occurred on 10/28/14, Tuesday, at 2105 hours. Subject was arrested and charged for assault on C.P.O. Dickerson at Hialeah Market Station. Prior to assaulting C.P.O. Dickerson the subject became belligerent and verbally abusive toward a bus driver and P647 train conductor. When C.P.O. Dickerson intervened the subject got aggressive with him to include making an attempt to take his (C.P.O. Dickerson's) weapon. Hialeah Police Department responded and arrested subject for trespassing and resisting. Hialeah Police Department case #14-038960.

**METRORAIL STATION**
**Theft-bicycle (bike rack)**
**Case # 10-14-3168**
Occurred between 10/26/2014, Sunday, at unknown time. Upon P675 arrival, subject informed C.P.O. Didonato that his 32" Genesis white and black bicycle was missing from the bike rack at Metro rail Station. Subject refuse Police Department assistance and departed the station shortly thereafter.

**MANGONIA PARK STATION**
**Theft-Tire**
**Case # 10-14-840**
Occurred on 10/07/14, Tuesday, between 0650 hours and 1710 hours. Subject informed Officer R. Velez at Mangonia Park Station that she returned and discovered that someone stole the front left tire from her silver 1998 Honda Civic FL Tag #360 NQX. Mangonia Park Police Department Case # 14128716.

**LAKE WORTH STATION**
**Auto Theft**
**Case # 10-14-847**
Occurred on 10/07/2014, Tuesday, between 0710 hours and 1815 hours. Subject informed Officer Roos at Lake Worth Station that he parked his Blue Toyota Camry FL Tag #I477AW. When he returned later in the evening his car was missing. Palm Beach Sheriff's Office Case # 14-128736

**OPA LOCKA STATION**
**Robbery**
**Case # 10-14-1728**
Occurred on 10/14/2014, Tuesday, at 1520 hours. Three black male subjects snatched a H/F victim phone while she waited on a bus at Opa-Locka Station. After grabbing her phone, all three subjects ran west bound on Ali-Baba Avenue. Subject was only able to furnish the above description of the subjects. Opa-Locka Police Department Case #14-1014013.

**DELRAY BEACH STATION**
**Theft-bicycle**
**Case # 10-14-1540**
Occurred on 10/14/2014, Tuesday, reported at 0630 hours. Subject refused to furnish her personal information stated she returned at 0630 hours and notice that the bike rack and her bike was missing from Delray Beach Station. The subject refused to have the local police department respond and complete an incident report.

**Theft-bicycle**
**Case # 10-14-1903**
Occurred on 10/15/2014, Wednesday, between 0930 hours and 1430 hours. The victim stated his bike was stolen from the bike rack. Delray Police Department was notified but never showed to take report and victim left.

**Theft-bicycle**
**Case # 10-14-2497**
Occurred on 10/20/2014, Monday, at 2030 hours. The victim noticed that his black Mongoose bicycle was missing from P642. The bike, according to the victim, was taken somewhere between Delray Beach Station and West Palm Beach Station. Subject decline police department coming out to take a report.

**WEST PALM BEACH STATION**
**Trespass –Baker Act** **ARREST**
**Case # 10-14-3125**
Occurred on 10/26/14, Sunday. The subject was causing a disturbance at the WPB Station. He was asked to leave by West Palm Beach Police Department and complied after several request. He left the presence of police department and laid his body across the tracks. West Palm Beach Police Department immediately rushed to the scene and physically removed him at which time they Baker Act him and took him into their custody. West Palm Beach Police Department case #14-213030.

**HOLLYWOOD STATION**
**Theft-bicycle**
**Case # 10-14-3492**
Occurred on 10/14/2014, Tuesday, reported at 1752 hours. Victim reported her Grey, Raleigh M30 Cruiser Model bike was missing from the bike rack. Victim was going to walk to the Hollywood Police Station to make a report since it was on her way home.

## OUTSTANDING JOB PERFORMANCES

October 6, 2014, C.P.O. Sekesan discovered a male lying on the ground in the taxi area having a seizure. C.P.O. Sekesan contact emergency services and stayed with the male until Fire Rescue responded and transported him safely off property.

October 10, 2014, C.P.O. Sekesan discovered two males acting suspiciously in the parking lot. He found broken objects commonly used to break car windows for entry into vehicles. C.P.O. Sekesan approached the two males, who had alcoholic beverages, and ejected them from the station.

# MONTHLY FARE EVASION REPORT

**MONTH:** October-2014

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 10/1/2014 | 14,868 | 20,554 | 128 | 6 | 122 | 0 | 138% | 0.62% | 5% | 95% | 0% |
| 10/2/2014 | 15,086 | 20,496 | 130 | 7 | 123 | 0 | 136% | 0.63% | 5% | 95% | 0% |
| 10/3/2014 | 14,186 | 21,076 | 117 | 4 | 113 | 0 | 149% | 0.56% | 3% | 97% | 0% |
| 10/4/2014 | 6,157 | 7,584 | 76 | 5 | 71 | 0 | 123% | 1.00% | 7% | 93% | 0% |
| 10/5/2014 | 5,406 | 7,488 | 71 | 1 | 70 | 0 | 139% | 0.95% | 1% | 99% | 0% |
| 10/6/2014 | 15,303 | 21,382 | 138 | 6 | 132 | 0 | 140% | 0.65% | 4% | 96% | 0% |
| 10/7/2014 | 15,142 | 19,866 | 131 | 1 | 130 | 0 | 131% | 0.65% | 1% | 99% | 0% |
| 10/8/2014 | 14,968 | 20,786 | 120 | 7 | 113 | 0 | 139% | 0.58% | 6% | 94% | 0% |
| 10/9/2014 | 14,685 | 21,684 | 137 | 4 | 133 | 0 | 148% | 0.63% | 3% | 97% | 0% |
| 10/10/2014 | 14,530 | 20,233 | 119 | 5 | 114 | 0 | 139% | 0.59% | 4% | 96% | 0% |
| 10/11/2014 | 6,824 | 7,867 | 74 | 5 | 69 | 0 | 115% | 0.94% | 7% | 93% | 0% |
| 10/12/2014 | 5,525 | 8,021 | 84 | 3 | 81 | 0 | 145% | 1.05% | 4% | 96% | 0% |
| 10/13/2014 | 14,740 | 17,721 | 121 | 8 | 112 | 1 | 120% | 0.68% | 7% | 93% | 1% |
| 10/14/2014 | 15,704 | 19,464 | 148 | 8 | 140 | 0 | 124% | 0.76% | 5% | 95% | 0% |
| 10/15/2014 | 15,415 | 15,415 | 119 | 4 | 115 | 0 | 100% | 0.77% | 3% | 97% | 0% |
| 10/16/2014 | 14,683 | 20,030 | 120 | 5 | 115 | 0 | 136% | 0.60% | 4% | 96% | 0% |
| 10/17/2014 | 14,906 | 18,991 | 149 | 3 | 146 | 0 | 127% | 0.78% | 2% | 98% | 0% |
| 10/18/2014 | 6,961 | 8,082 | 57 | 0 | 57 | 0 | 116% | 0.71% | 0% | 100% | 0% |
| 10/19/2014 | 5,348 | 7,658 | 87 | 8 | 78 | 1 | 143% | 1.14% | 8% | 91% | 1% |
| 10/20/2014 | 13,670 | 15,785 | 73 | 3 | 70 | 0 | 115% | 0.50% | 4% | 96% | 0% |
| 10/21/2014 | 14,915 | 17,981 | 130 | 7 | 123 | 0 | 121% | 0.69% | 6% | 94% | 0% |
| 10/22/2014 | 14,842 | 20,478 | 113 | 8 | 105 | 0 | 138% | 0.55% | 7% | 93% | 0% |
| 10/23/2014 | 14,063 | 19,360 | 115 | 3 | 112 | 0 | 138% | 0.59% | 3% | 97% | 0% |
| 10/24/2014 | 14,688 | 21,061 | 131 | 7 | 124 | 0 | 143% | 0.62% | 5% | 95% | 0% |
| 10/25/2014 | 6,405 | 7,090 | 55 | 3 | 52 | 0 | 111% | 0.78% | 5% | 95% | 0% |
| 10/26/2014 | 5,721 | 8,384 | 82 | 3 | 79 | 0 | 147% | 0.98% | 4% | 98% | 0% |
| 10/27/2014 | 15,335 | 18,863 | 125 | 13 | 112 | 0 | 123% | 0.66% | 10% | 90% | 0% |
| 10/28/2014 | 15,343 | 19,365 | 133 | 5 | 128 | 0 | 126% | 0.69% | 4% | 96% | 0% |
| 10/29/2014 | 15,327 | 15,610 | 133 | 7 | 126 | 0 | 102% | 0.85% | 5% | 95% | 0% |
| 10/30/2014 | 14,611 | 19,150 | 119 | 7 | 112 | 0 | 131% | 0.62% | 6% | 94% | 0% |
| 10/31/2014 | 14,217 | 19,696 | 155 | 9 | 145 | 1 | 139% | 0.79% | 6% | 94% | 1% |
| **Totals** | **389,574** | **507,221** | **3,490** | **165** | **3322** | **3** | **130%** | **0.69%** | **5%** | **95%** | **0%** |

# Weekly/Monthly Fare Inspection Report

Month: October-2014

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 10/01/2014-10/05/2014 | 55,703 | 77,198 | 522 | 23 | 499 | 0 | 139% | 0.68% | 4% | 96% | 0% |
| 10/06/2014-10/12/14 | 86,977 | 119,839 | 803 | 32 | 771 | 0 | 138% | 0.67% | 4% | 96% | 0% |
| 10/13/14-10/19/14 | 87,757 | 107,361 | 801 | 35 | 764 | 2 | 122% | 0.75% | 4% | 95% | 0% |
| 10/20/14-10/26/2014 | 84,304 | 110,139 | 699 | 34 | 665 | 0 | 131% | 0.63% | 5% | 95% | 0% |
| 10/27/14-10/31/2014 | 74,833 | 92,684 | 665 | 41 | 623 | 1 | 124% | 0.72% | 6% | 94% | 0% |
| | **389,574** | **507,221** | **3,490** | **165** | **3,322** | **3** | 130% | 0.69% | 5% | 95% | 0% |

# FARE EVASION REPORT
## MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|---|---|---|---|---|---|---|---|---|---|---|---|
| April-98 | 284,380 | 170,853 | 541 | 495 | 27 | 19 | 60% | 0.32% | 91% | 5% | 4% |
| May-98 | 180,788 | 118,150 | 395 | 350 | 28 | 18 | 65% | 0.33% | 89% | 7% | 5% |
| June-98 | 167,931 | 119,333 | 605 | 538 | 39 | 28 | 71% | 0.51% | 89% | 6% | 5% |
| July-98 | 164,028 | 114,160 | 753 | 675 | 56 | 22 | 70% | 0.66% | 90% | 7% | 3% |
| August-98 | 175,944 | 126,223 | 643 | 598 | 29 | 16 | 72% | 0.51% | 93% | 5% | 2% |
| September-98 | 169,522 | 118,346 | 442 | 419 | 17 | 6 | 70% | 0.37% | 95% | 4% | 1% |
| October-98 | 194,241 | 137,885 | 636 | 613 | 13 | 10 | 71% | 0.46% | 96% | 2% | 2% |
| November-98 | 172,782 | 123,556 | 564 | 540 | 11 | 13 | 72% | 0.46% | 96% | 2% | 2% |
| December-98 | 177,662 | 129,428 | 533 | 517 | 6 | 10 | 73% | 0.41% | 97% | 1% | 2% |
| January-99 | 182,432 | 140,296 | 531 | 509 | 10 | 12 | 77% | 0.38% | 96% | 2% | 2% |
| February-99 | 184,533 | 137,924 | 531 | 518 | 8 | 5 | 75% | 0.38% | 98% | 2% | 1% |
| March-99 | 206,134 | 161,833 | 710 | 696 | 6 | 8 | 79% | 0.44% | 98% | 1% | 1% |
| April-99 | 195,182 | 146,649 | 565 | 555 | 9 | 1 | 75% | 0.39% | 98% | 2% | 0% |
| May-99 | 185,160 | 138,211 | 608 | 594 | 8 | 6 | 75% | 0.44% | 98% | 1% | 1% |
| June-99 | 165,130 | 126,263 | 533 | 511 | 21 | 1 | 76% | 0.42% | 96% | 4% | 0% |
| July-99 | 157,020 | 124,754 | 470 | 373 | 93 | 4 | 79% | 0.38% | 79% | 20% | 1% |
| August-99 | 183,578 | 140,002 | 475 | 447 | 23 | 5 | 76% | 0.34% | 94% | 5% | 1% |
| September-99 | 170,632 | 138,267 | 407 | 397 | 6 | 4 | 81% | 0.29% | 98% | 1% | 1% |
| October-99 | 181,774 | 155,633 | 508 | 484 | 20 | 4 | 86% | 0.33% | 95% | 4% | 1% |
| November-99 | 186,616 | 147,986 | 560 | 549 | 7 | 4 | 79% | 0.38% | 98% | 1% | 1% |
| December-99 | 182,591 | 145,524 | 563 | 547 | 11 | 5 | 80% | 0.39% | 97% | 2% | 1% |
| January-00 | 187,154 | 144,403 | 529 | 520 | 5 | 4 | 77% | 0.37% | 98% | 1% | 1% |
| February-00 | 198,944 | 158,269 | 582 | 573 | 5 | 4 | 80% | 0.37% | 98% | 1% | 1% |
| March-00 | 210,339 | 166,800 | 519 | 507 | 9 | 3 | 79% | 0.31% | 98% | 2% | 1% |
| April-00 | 193,414 | 170,365 | 509 | 500 | 5 | 4 | 88% | 0.30% | 98% | 1% | 1% |
| May-00 | 207,042 | 180,112 | 587 | 572 | 9 | 6 | 87% | 0.33% | 97% | 2% | 1% |
| June-00 | 173,063 | 141,554 | 680 | 670 | 7 | 3 | 82% | 0.48% | 99% | 1% | 0% |
| July-00 | 171,438 | 131,316 | 622 | 613 | 4 | 5 | 77% | 0.47% | 99% | 1% | 1% |
| August-00 | 204,722 | 153,674 | 512 | 497 | 9 | 6 | 75% | 0.33% | 97% | 2% | 1% |
| September-00 | 207,322 | 144,675 | 491 | 470 | 11 | 10 | 70% | 0.34% | 96% | 2% | 2% |
| *October-00 | 227,112 | 156,845 | 651 | 216 | 425 | 10 | 69% | 0.42% | 33% | 65% | 0% |
| November-00 | 219,669 | 157,151 | 670 | 221 | 437 | 12 | 72% | 0.43% | 33% | 65% | 2% |
| December-00 | 198,383 | 153,327 | 626 | 235 | 383 | 8 | 77% | 0.41% | 38% | 61% | 0% |
| **Totals** | **6,266,662** | **4,719,767** | **18,551** | **16,519** | **1757** | **276** | **75%** | **0.39%** | **89%** | **9%** | **1%** |

Note: Hurricane George Warning on Wednesday, 9/23/98.
Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.
Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.

Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.

* October 2000 MODIFIED FARE EVASION BEGINS

Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.
Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.
January 22-24,1999 - Friends Ride Free.

Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.

# FARE EVASION REPORT
## MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|---|---|---|---|---|---|---|---|---|---|---|---|
| January-01 | 217,992 | 158,234 | 595 | 201 | 387 | 7 | 73% | 0.38% | 34% | 65% | 1% |
| February-01 | 218,815 | 155,774 | 500 | 144 | 351 | 5 | 71% | 0.32% | 29% | 70% | 1% |
| March-01 | 236,192 | 187,706 | 546 | 130 | 412 | 4 | 79% | 0.29% | 24% | 75% | 0% |
| April-01 | 224,941 | 205,730 | 581 | 129 | 444 | 8 | 91% | 0.28% | 22% | 76% | 1% |
| May-01 | 227,874 | 213,360 | 620 | 135 | 485 | 0 | 94% | 0.29% | 22% | 78% | 0% |
| June-01 | 188,375 | 191,285 | 664 | 174 | 487 | 3 | 102% | 0.35% | 26% | 73% | 0% |
| July-01 | 187,923 | 193,992 | 690 | 219 | 469 | 2 | 103% | 0.36% | 32% | 68% | 0% |
| August-01 | 220,792 | 228,613 | 659 | 170 | 488 | 1 | 104% | 0.29% | 26% | 74% | 0% |
| September-01 | 197,084 | 199,546 | 557 | 157 | 398 | 2 | 101% | 0.28% | 28% | 71% | 0% |
| October-01 | 224,865 | 226,566 | 642 | 221 | 417 | 4 | 101% | 0.28% | 34% | 65% | 0% |
| November-01 | 196,902 | 190,162 | 640 | 240 | 400 | 0 | 97% | 0.34% | 38% | 63% | 0% |
| December-01 | 197,396 | 181,718 | 666 | 276 | 381 | 9 | 92% | 0.37% | 41% | 57% | 1% |
| January-02 | 215,010 | 199,904 | 627 | 208 | 417 | 2 | 93% | 0.31% | 33% | 67% | 0% |
| February-02 | 209,444 | 213,042 | 589 | 172 | 414 | 3 | 102% | 0.28% | 29% | 70% | 1% |
| March-02 | 227,971 | 224,847 | 650 | 270 | 377 | 3 | 99% | 0.29% | 42% | 58% | 0% |
| April-02 | 239,345 | 225,965 | 661 | 238 | 420 | 3 | 94% | 0.29% | 36% | 64% | 0% |
| May-02 | 231,330 | 217,200 | 643 | 195 | 445 | 3 | 94% | 0.30% | 30% | 69% | 0% |
| June-02 | 181,749 | 174,081 | 658 | 259 | 395 | 4 | 96% | 0.38% | 39% | 60% | 1% |
| July-02 | 195,723 | 195,531 | 865 | 38 | 817 | 10 | 100% | 0.44% | 4% | 94% | 1% |
| August-02 | 225,555 | 231,376 | 880 | 38 | 841 | 1 | 103% | 0.38% | 4% | 96% | 0% |
| September-02 | 216,671 | 227,528 | 883 | 37 | 843 | 3 | 105% | 0.39% | 4% | 96% | 0% |
| October-02 | 243,867 | 250,859 | 954 | 48 | 903 | 3 | 103% | 0.38% | 5% | 95% | 0% |
| November-02 | 221,892 | 219,181 | 955 | 49 | 903 | 3 | 99% | 0.44% | 5% | 95% | 0% |
| December-02 | 220,225 | 215,762 | 995 | 34 | 961 | 0 | 98% | 0.46% | 3% | 97% | 0% |
| January-03 | 238,953 | 239,334 | 963 | 28 | 933 | 2 | 100% | 0.40% | 3% | 97% | 0% |
| February-03 | 233,620 | 233,517 | 910 | 27 | 881 | 2 | 100% | 0.39% | 3% | 97% | 0% |
| March-03 | 247,918 | 247,702 | 801 | 44 | 756 | 1 | 100% | 0.32% | 5% | 94% | 0% |
| April-03 | 241,294 | 251,377 | 833 | 36 | 795 | 2 | 104% | 0.33% | 4% | 95% | 0% |
| May-03 | 239,967 | 248,639 | 769 | 53 | 714 | 2 | 104% | 0.31% | 7% | 93% | 0% |
| June-03 | 198,394 | 201,188 | 794 | 52 | 738 | 4 | 101% | 0.39% | 7% | 93% | 1% |
| July-03 | 203,815 | 211,409 | 881 | 46 | 828 | 7 | 104% | 0.42% | 5% | 94% | 1% |
| Page 1 Total | 6,266,662 | 4,719,767 | 18,551 | 16,519 | 1,757 | 276 | 75% | 0.39% | 96% | 9% | 1% |
| Totals | 13,038,556 | 11,280,895 | 41,222 | 20,587 | 20257 | 379 | 87% | 0.37% | 50% | 49% | 1% |

* October 2000 MODIFIED FARE EVASION BEGINS

09/11/01 TERRORIST ATTACK

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

RTA

# FARE EVASION REPORT
## MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|---|---|---|---|---|---|---|---|---|---|---|---|
| August-03 | 225,003 | 233,605 | 732 | 27 | 703 | 2 | 104% | 0.31% | 4% | 96% | 0% |
| September-03 | 231,637 | 247,620 | 779 | 43 | 736 | 0 | 107% | 0.31% | 6% | 94% | 0% |
| October-03 | 252,722 | 257,883 | 1035 | 64 | 970 | 1 | 102% | 0.40% | 6% | 94% | 0% |
| November-03 | 216,440 | 225,123 | 1014 | 63 | 950 | 1 | 104% | 0.45% | 6% | 94% | 0% |
| December-03 | 223,791 | 222,530 | 1089 | 71 | 1014 | 4 | 99% | 0.49% | 7% | 93% | 0% |
| January-04 | 237,635 | 233,086 | 1038 | 77 | 958 | 3 | 98% | 0.45% | 7% | 92% | 0% |
| February-04 | 242,576 | 222,543 | 1000 | 73 | 926 | 1 | 92% | 0.45% | 7% | 93% | 0% |
| March-04 | 261,974 | 227,616 | 1006 | 63 | 941 | 2 | 87% | 0.44% | 6% | 94% | 3% |
| April-04 | 254,585 | 229,216 | 740 | 37 | 702 | 1 | 90% | 0.32% | 5% | 95% | 0% |
| May-04 | 248,924 | 228,334 | 688 | 31 | 657 | 0 | 92% | 0.30% | 5% | 95% | 0% |
| June-04 | 220,646 | 195,551 | 1046 | 38 | 1007 | 1 | 89% | 0.53% | 4% | 96% | 0% |
| July-04 | 217,550 | 197,139 | 968 | 49 | 917 | 2 | 91% | 0.49% | 5% | 95% | 0% |
| August-04 | 244,841 | 215,845 | 1066 | 37 | 1029 | 0 | 88% | 0.49% | 3% | 97% | 0% |
| September-04 | 134,259 | 127,913 | 524 | 18 | 505 | 1 | 95% | 0.41% | 3% | 96% | 0% |
| October-04 | 250,254 | 216,532 | 906 | 33 | 871 | 2 | 87% | 0.42% | 4% | 96% | 0% |
| November-04 | 247,676 | 235,871 | 947 | 41 | 904 | 2 | 95% | 0.40% | 4% | 95% | 0% |
| December-04 | 232,664 | 231,754 | 931 | 58 | 873 | 0 | 100% | 0.40% | 6% | 94% | 0% |
| January-05 | 233,079 | 240,361 | 1244 | 91 | 1147 | 6 | 103% | 0.52% | 7% | 92% | 0% |
| February-05 | 234,939 | 242,323 | 1149 | 90 | 1055 | 4 | 103% | 0.47% | 8% | 92% | 0% |
| March-05 | 271,374 | 268,833 | 1230 | 89 | 1140 | 1 | 99% | 0.46% | 7% | 93% | 0% |
| April-05 | 261,406 | 260,144 | 1500 | 77 | 1420 | 3 | 100% | 0.58% | 5% | 95% | 0% |
| May-05 | 249,519 | 248,817 | 1421 | 116 | 1297 | 8 | 100% | 0.57% | 8% | 91% | 0% |
| June-05 | 200,482 | 194,500 | 1360 | 107 | 1237 | 16 | 97% | 0.70% | 8% | 91% | 1% |
| July-05 | 186,245 | 183,463 | 1295 | 103 | 1181 | 11 | 99% | 0.71% | 8% | 91% | 1% |
| August-05 | 207,320 | 206,156 | 1224 | 112 | 1108 | 4 | 99% | 0.59% | 9% | 91% | 0% |
| September-05 | 227,227 | 206,899 | 1213 | 93 | 1118 | 2 | 91% | 0.59% | 8% | 92% | 0% |
| October-05 | 161,615 | 143,769 | 963 | 63 | 898 | 2 | 89% | 0.67% | 7% | 93% | 0% |
| November-05 | 178,032 | 114,184 | 745 | 39 | 702 | 4 | 64% | 0.65% | 5% | 94% | 1% |
| December-05 | 207,734 | 172,526 | 1347 | 59 | 1284 | 4 | 83% | 0.78% | 4% | 95% | 0% |
| January-06 | 224,188 | 175,605 | 1555 | 95 | 1457 | 3 | 78% | 0.89% | 6% | 94% | 0% |
| February-06 | 217,412 | 173,825 | 1447 | 74 | 1368 | 5 | 80% | 0.83% | 5% | 95% | 0% |
| March-06 | 248,631 | 199,736 | 1800 | 93 | 1698 | 9 | 80% | 0.90% | 5% | 94% | 1% |
| April-06 | 257,607 | 192,193 | 1776 | 93 | 1680 | 3 | 75% | 0.92% | 5% | 95% | 0% |
| Page 2 Total | 13,038,556 | 11,280,895 | 41,222 | 20,587 | 20,257 | 379 | 87% | 0.37% | 50% | 49% | 1% |
| Totals | 20,548,543 | 18,252,390 | 78,000 | 22,804 | 54,710 | 487 | 89% | 0.43% | 29% | 70% | 1% |

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

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

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

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

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

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

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

# FARE EVASION REPORT
## MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|---|---|---|---|---|---|---|---|---|---|---|---|
| May-06 | 291,543 | 208,697 | 1966 | 93 | 1868 | 5 | 72% | 0.94% | 5% | 95% | 0% |
| June-06 | 263,417 | 188,847 | 1754 | 77 | 1675 | 2 | 72% | 0.93% | 4% | 95% | 0% |
| July-06 | 250,659 | 178,368 | 1828 | 86 | 1738 | 4 | 71% | 1.02% | 5% | 95% | 0% |
| August-06 | 269,197 | 197,985 | 1915 | 106 | 1802 | 7 | 74% | 0.97% | 6% | 94% | 0% |
| September-06 | 287,529 | 212,380 | 1842 | 109 | 1729 | 4 | 74% | 0.87% | 6% | 94% | 0% |
| October-06 | 309,013 | 232,544 | 2096 | 105 | 1986 | 5 | 75% | 0.90% | 5% | 95% | 0% |
| November-06 | 281,711 | 219,411 | 1894 | 97 | 1794 | 3 | 78% | 0.86% | 5% | 95% | 0% |
| December-06 | 271,530 | 220,247 | 2143 | 94 | 2045 | 4 | 81% | 0.97% | 4% | 95% | 0% |
| January-07 | 294,795 | 250,522 | 2201 | 92 | 2103 | 6 | 85% | 0.88% | 4% | 96% | 0% |
| February-07 | 287,357 | 247,655 | 2354 | 130 | 2220 | 4 | 86% | 0.95% | 6% | 94% | 0% |
| March-07 | 306,651 | 316,244 | 2473 | 129 | 2335 | 9 | 103% | 0.78% | 5% | 94% | 0% |
| April-07 | 274,767 | 316,493 | 2634 | 116 | 2509 | 9 | 115% | 0.83% | 4% | 95% | 0% |
| May-07 | 303,896 | 353,284 | 2874 | 128 | 2741 | 5 | 116% | 0.81% | 4% | 95% | 0% |
| June-07 | 268,097 | 308,831 | 2645 | 121 | 2519 | 5 | 115% | 0.86% | 5% | 95% | 0% |
| July-07 | 266,694 | 308,224 | 2613 | 117 | 2493 | 3 | 116% | 0.85% | 4% | 95% | 0% |
| August-07 | 295,771 | 331,353 | 2754 | 130 | 2614 | 10 | 112% | 0.83% | 5% | 95% | 0% |
| September-07 | 275,035 | 309,849 | 2385 | 109 | 2273 | 3 | 113% | 0.77% | 5% | 95% | 0% |
| October-07 | 326,094 | 360,151 | 2816 | 112 | 2698 | 7 | 110% | 0.78% | 4% | 96% | 0% |
| November-07 | 306,116 | 325,178 | 2588 | 133 | 2448 | 7 | 106% | 0.80% | 5% | 95% | 0% |
| December-07 | 294,709 | 308,632 | 2531 | 107 | 2419 | 5 | 105% | 0.82% | 4% | 96% | 0% |
| January-08 | 324,570 | 342,578 | 2655 | 102 | 2545 | 8 | 106% | 0.78% | 4% | 96% | 0% |
| February-08 | 331,830 | 336,290 | 2272 | 84 | 2179 | 9 | 101% | 0.68% | 4% | 96% | 0% |
| March-08 | 348,437 | 357,954 | 2571 | 77 | 2478 | 16 | 103% | 0.72% | 3% | 96% | 1% |
| April-08 | 352,304 | 374,861 | 2614 | 118 | 2482 | 14 | 106% | 0.70% | 5% | 95% | 1% |
| May-08 | 371,527 | 385,360 | 2893 | 161 | 2723 | 9 | 104% | 0.75% | 6% | 94% | 0% |
| June-08 | 367,215 | 384,174 | 2915 | 166 | 2743 | 6 | 105% | 0.76% | 6% | 94% | 0% |
| July-08 | 378,471 | 387,641 | 2687 | 123 | 2558 | 6 | 102% | 0.69% | 5% | 95% | 0% |
| August-08 | 353,045 | 367,779 | 2335 | 101 | 2229 | 5 | 104% | 0.64% | 4% | 95% | 0% |
| September-08 | 383,320 | 430,263 | 2452 | 104 | 2339 | 9 | 112% | 0.57% | 4% | 95% | 0% |
| October-08 | 399,891 | 446,825 | 2628 | 112 | 2507 | 9 | 112% | 0.59% | 4% | 95% | 0% |
| November-08 | 346,597 | 361,181 | 2133 | 90 | 2041 | 2 | 104% | 0.59% | 4% | 96% | 0% |
| December-08 | 344,245 | 363,553 | 2626 | 132 | 2491 | 3 | 106% | 0.72% | 5% | 95% | 0% |
| Page 3 Total | 20,548,543 | 18,252,390 | 78,000 | 22,804 | 54,710 | 487 | 89% | 0.43% | 29% | 70% | 1% |
| Totals | 30,574,576 | 28,185,744 | 155,087 | 26,365 | 128,034 | 690 | 92% | 0.55% | 17% | 83% | 0% |

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

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

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

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

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

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

# FARE EVASION REPORT
## MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|---|---|---|---|---|---|---|---|---|---|---|---|
| January-09 | 350,903 | 361,145 | 2,502 | 121 | 2377 | 4 | 103% | 0.69% | 5% | 95% | 0% |
| February-09 | 333,804 | 366,692 | 2313 | 121 | 2185 | 7 | 110% | 0.63% | 5% | 94% | 6% |
| March-09 | 370,606 | 418,383 | 2617 | 108 | 2500 | 9 | 113% | 0.63% | 4% | 96% | 0% |
| April-09 | 346,865 | 383,624 | 2626 | 111 | 2513 | 2 | 111% | 0.68% | 4% | 96% | 0% |
| May-09 | 320,894 | 383,817 | 2794 | 129 | 2658 | 7 | 120% | 0.73% | 5% | 95% | 0% |
| June-09 | 292,806 | 342,385 | 2722 | 112 | 2601 | 9 | 117% | 0.80% | 4% | 96% | 0% |
| July-09 | 278,565 | 329,393 | 2780 | 126 | 2646 | 8 | 118% | 0.84% | 5% | 95% | 0% |
| August-09 | 282,760 | 345,823 | 2872 | 151 | 2716 | 5 | 122% | 0.83% | 5% | 95% | 0% |
| September-09 | 299,754 | 363,056 | 2728 | 137 | 2586 | 5 | 121% | 0.75% | 5% | 95% | 0% |
| October-09 | 318,259 | 386,124 | 2739 | 149 | 2581 | 9 | 121% | 0.71% | 5% | 94% | 0% |
| November-09 | 295,581 | 347,253 | 2645 | 157 | 2480 | 8 | 117% | 0.76% | 6% | 94% | 0% |
| December-09 | 298,378 | 347,863 | 2831 | 109 | 2716 | 6 | 117% | 0.81% | 4% | 96% | 0% |
| January-10 | 295,333 | 336,698 | 2463 | 81 | 2381 | 1 | 114% | 0.73% | 3% | 97% | 0% |
| February-10 | 304,376 | 338,819 | 2506 | 90 | 2415 | 1 | 111% | 0.74% | 4% | 96% | 0% |
| March-10 | 335,992 | 385,533 | 2905 | 107 | 2795 | 3 | 115% | 0.75% | 4% | 96% | 0% |
| April-10 | 313,425 | 371,127 | 2681 | 88 | 2590 | 3 | 118% | 0.72% | 3% | 97% | 0% |
| May-10 | 305,996 | 349,353 | 2667 | 92 | 2571 | 4 | 114% | 0.76% | 3% | 96% | 0% |
| June-10 | 280,138 | 324,975 | 2598 | 92 | 2505 | 1 | 116% | 0.80% | 4% | 96% | 0% |
| July-10 | 272,790 | 304,665 | 2691 | 99 | 2590 | 2 | 112% | 0.88% | 4% | 96% | 0% |
| August-10 | 299,919 | 349,453 | 2556 | 92 | 2462 | 2 | 117% | 0.73% | 4% | 96% | 0% |
| September-10 | 315,579 | 366,391 | 2462 | 76 | 2382 | 4 | 116% | 0.67% | 3% | 97% | 0% |
| October-10 | 324,265 | 364,612 | 2525 | 125 | 2398 | 2 | 112% | 0.69% | 5% | 95% | 0% |
| November-10 | 302,629 | 368,912 | 2652 | 91 | 2558 | 3 | 122% | 0.72% | 3% | 96% | 0% |
| December-10 | 295,042 | 352,704 | 2553 | 79 | 2474 | 0 | 120% | 0.72% | 3% | 97% | 0% |
| January-11 | 318,924 | 384,149 | 2575 | 60 | 2515 | 0 | 120% | 0.67% | 2% | 98% | 0% |
| February-11 | 324,224 | 371,381 | 1573 | 38 | 1535 | 0 | 114% | 0.44% | 2% | 98% | 0% |
| March-11 | 366,153 | 408,882 | 1843 | 34 | 1808 | 1 | 112% | 0.45% | 2% | 98% | 0% |
| April-11 | 335,363 | 398,779 | 2103 | 41 | 2062 | 0 | 119% | 0.53% | 2% | 98% | 0% |
| May-11 | 334,586 | 414,986 | 1316 | 19 | 1296 | 1 | 124% | 0.32% | 1% | 98% | 0% |
| June-11 | 319,299 | 398,088 | 1 | 1 | 0 | 0 | 125% | 0.00% | 100% | 0% | 0% |
| July-11 | 301,472 | 383,089 | 0 | 0 | 0 | 0 | 125% | 0.00% | 0% | 0% | 0% |
| August-11 | 332,545 | 452,285 | 0 | 0 | 0 | 0 | 136% | 0.00% | 0% | 0% | 0% |
| September-11 | 324,300 | 451,958 | 3 | 0 | 3 | 0 | 139% | 0.00% | 100% | 0% | 0% |
| October-11 | 338,034 | 468,232 | 3768 | 71 | 3697 | 0 | 139% | 0.80% | 2% | 98% | 0% |
| page 4-total | 30,574,576 | 28,185,744 | 155,087 | 26,365 | 128,034 | 690 | 92% | 0.55% | 17% | 83% | 0% |
| Totals | 41,304,135 | 40,906,373 | 231,697 | 29,272 | 201,630 | 797 | 99% | 0.57% | 13% | 87% | 0% |

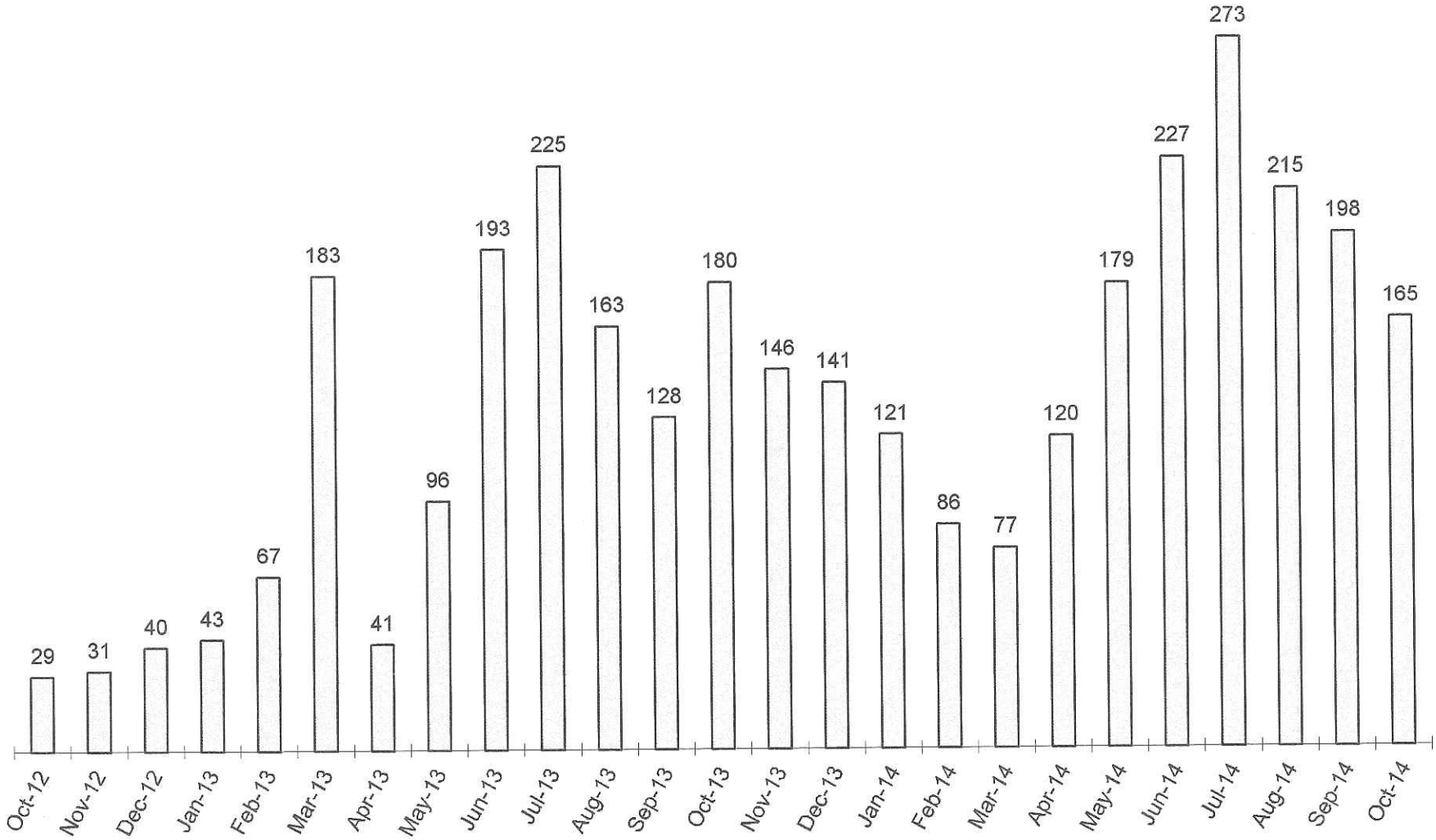
AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS
06/19/11 DUMP THE PUMP DAY
AS OF 10/03/11 ISSUING WRITTEN WARNINGS
10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET
10/22/11 ONLY WARNINGS BEING ISSUED
AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

# FARE EVASION REPORT
## MONTHLY COMPARISON

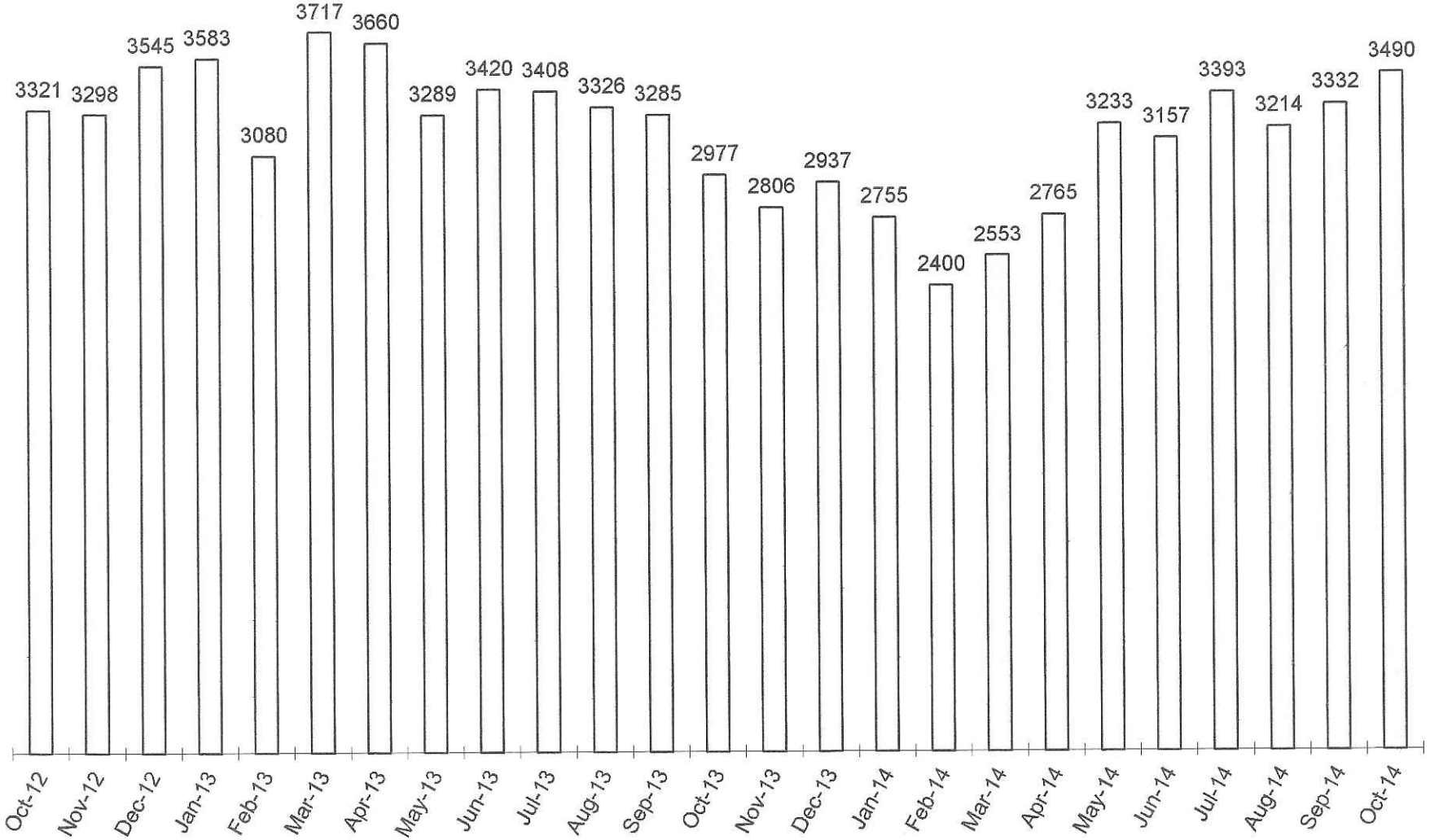
| MONTH | Total | Total | Total | Number of | Discretion | F.S.S. | % Riders | % Riders | % Violators | % Violators | % Violators |
|---|---|---|---|---|---|---|---|---|---|---|---|
| November-11 | 339,550 | 445,877 | 3,443 | 72 | 3,370 | 1 | 131% | 0.77% | 2% | 98% | 0% |
| December-11 | 311,554 | 420,962 | 3435 | 71 | 3363 | 1 | 135% | 0.82% | 2% | 98% | 0% |
| January-12 | 336,772 | 428,741 | 3711 | 83 | 3627 | 1 | 127% | 0.87% | 2% | 98% | 0% |
| February-12 | 338,661 | 437,229 | 3133 | 66 | 3067 | 0 | 129% | 0.72% | 2% | 98% | 0% |
| March-12 | 364,022 | 476,764 | 3398 | 51 | 3343 | 4 | 131% | 0.71% | 2% | 98% | 0% |
| April-12 | 352,976 | 450,968 | 3178 | 49 | 3129 | 0 | 128% | 0.70% | 2% | 98% | 0% |
| May-12 | 353,854 | 469,435 | 3325 | 60 | 3264 | 1 | 133% | 0.71% | 2% | 98% | 0% |
| June-12 | 308,231 | 413,532 | 2999 | 37 | 2960 | 2 | 134% | 0.73% | 1% | 99% | 0% |
| July-12 | 302,619 | 405,707 | 3109 | 26 | 3081 | 2 | 134% | 0.77% | 1% | 99% | 0% |
| August-12 | 324,002 | 428,836 | 3099 | 21 | 3078 | 0 | 132% | 0.72% | 1% | 99% | 0% |
| September-12 | 329,319 | 433,572 | 2998 | 28 | 2970 | 0 | 132% | 0.69% | 1% | 99% | 0% |
| October-12 | 380,368 | 492,830 | 3321 | 29 | 3291 | 1 | 130% | 0.67% | 1% | 99% | 0% |
| November-12 | 350,983 | 459,811 | 3,298 | 31 | 3267 | 0 | 131% | 0.72% | 1% | 99% | 0% |
| December-12 | 326,412 | 439,701 | 3545 | 40 | 3504 | 1 | 135% | 0.81% | 1% | 99% | 0% |
| January-13 | 365,947 | 470,956 | 3583 | 43 | 3539 | 1 | 129% | 0.76% | 1% | 99% | 0% |
| February-13 | 352,773 | 438,921 | 3080 | 67 | 3013 | 0 | 124% | 0.70% | 2% | 98% | 0% |
| March-13 | 382,389 | 486,755 | 3717 | 183 | 3530 | 4 | 127% | 0.76% | 5% | 95% | 0% |
| April-13 | 386,755 | 486,636 | 3660 | 41 | 3618 | 1 | 126% | 0.75% | 1% | 99% | 0% |
| May-13 | 376,961 | 488,304 | 3289 | 96 | 3192 | 1 | 130% | 0.67% | 3% | 97% | 0% |
| June-13 | 325,240 | 436,859 | 3420 | 193 | 3223 | 4 | 134% | 0.78% | 6% | 94% | 0% |
| July-13 | 335,538 | 455,197 | 3408 | 225 | 3173 | 10 | 136% | 0.75% | 7% | 93% | 0% |
| August-13 | 353,977 | 476,608 | 3326 | 163 | 3155 | 8 | 135% | 0.70% | 5% | 95% | 0% |
| September-13 | 360,416 | 473,572 | 3285 | 128 | 3155 | 2 | 131% | 0.69% | 4% | 96% | 0% |
| October-13 | 400,198 | 523,802 | 3168 | 180 | 2977 | 11 | 131% | 0.60% | 6% | 94% | 0% |
| November-13 | 361,358 | 462,614 | 2806 | 146 | 2652 | 8 | 128% | 0.61% | 5% | 95% | 0% |
| December-13 | 356,655 | 464,640 | 2937 | 141 | 2789 | 7 | 130% | 0.63% | 5% | 95% | 0% |
| January-14 | 388,660 | 492,277 | 2755 | 121 | 2632 | 2 | 127% | 0.56% | 4% | 96% | 0% |
| February-14 | 364,857 | 448,069 | 2400 | 86 | 2308 | 6 | 123% | 0.54% | 4% | 96% | 0% |
| March-14 | 385,596 | 459,743 | 2553 | 77 | 2472 | 4 | 119% | 0.56% | 3% | 97% | 0% |
| April-14 | 387,963 | 491,362 | 2765 | 120 | 2737 | 8 | 127% | 0.56% | 4% | 99% | 0% |
| May-14 | 372,507 | 458,263 | 3233 | 179 | 3048 | 6 | 123% | 0.71% | 6% | 94% | 0% |
| June-14 | 340,111 | 409,153 | 3157 | 227 | 2915 | 15 | 120% | 0.77% | 7% | 92% | 0% |
| July-14 | 343,855 | 429,167 | 3393 | 273 | 3111 | 9 | 125% | 0.79% | 8% | 92% | 0% |
| August-14 | 356,596 | 442,931 | 3214 | 215 | 2988 | 11 | 124% | 0.73% | 7% | 93% | 0% |
| September-14 | 357,498 | 465,919 | 3332 | 198 | 3124 | 10 | 130% | 0.72% | 6% | 94% | 0% |
| October-14 | 389,574 | 507,221 | 3490 | 165 | 3322 | 3 | 130% | 69.00% | 5% | 95% | 0% |
| PAGE 5 TOTAL | 41,304,135 | 40,906,373 | 231,697 | 29,272 | 201,630 | 797 | 99% | 0.57% | 13% | 87% | 0% |
| Totals | 54,068,882 | 57,379,307 | 347,660 | 33,203 | 313,617 | 942 | 106% | 0.61% | 10% | 90% | 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**

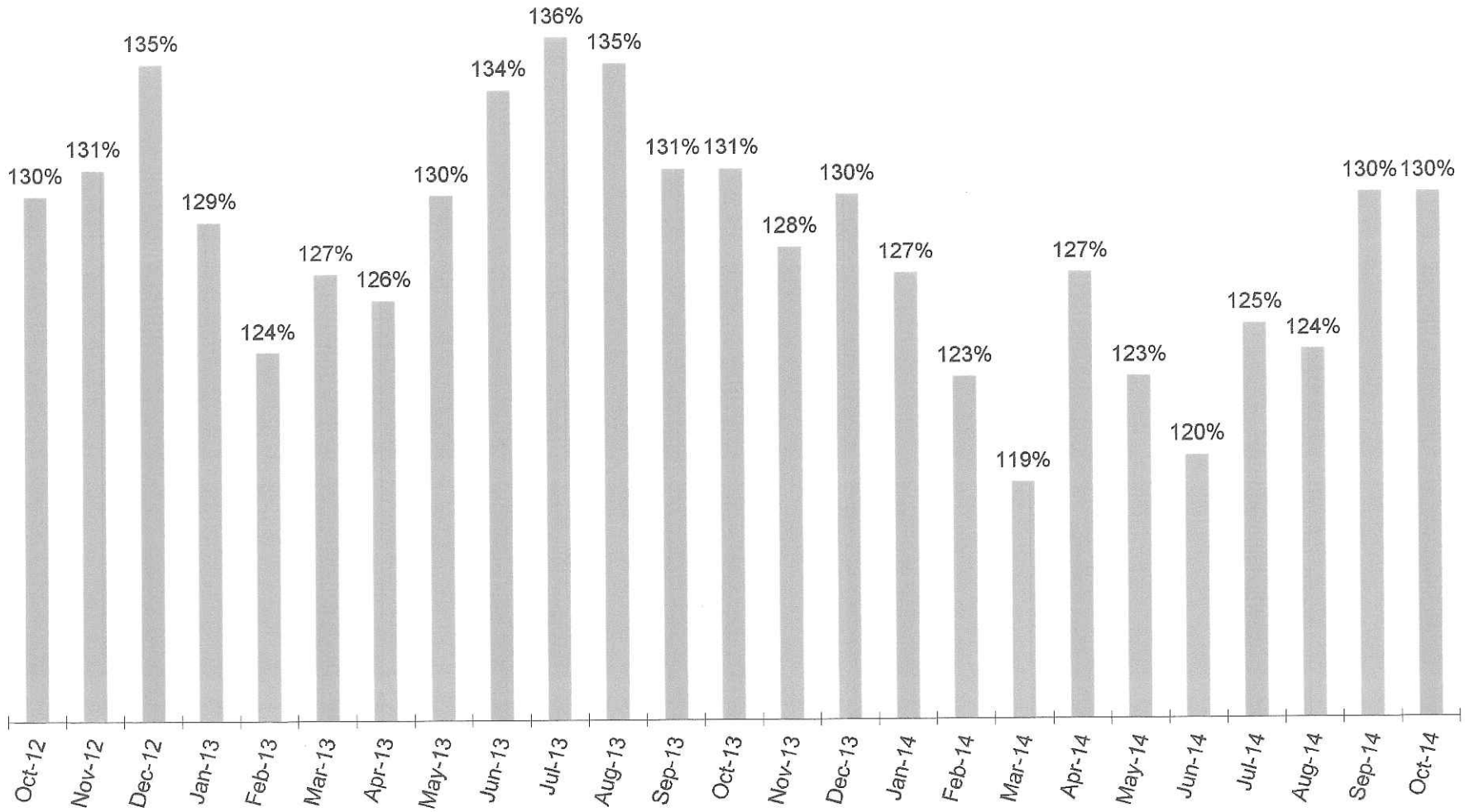
## CITATIONS ISSUED



## FARE EVASION VIOLATIONS



## PERCENTAGE OF RIDERS INSPECTED



## MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|---|---|---|---|---|---|---|---|---|---|
| Apr-98 | 14 | 0 | 259 | 215 | 3 | 0 | 4 | 0 | 495 |
| May-98 | 12 | 0 | 116 | 174 | 11 | 37 | 0 | 0 | 350 |
| Jun-98 | 14 | 0 | 186 | 259 | 9 | 62 | 8 | 0 | 538 |
| Jul-98 | 13 | 0 | 241 | 316 | 25 | 68 | 12 | 0 | 675 |
| Aug-98 | 9 | 0 | 183 | 293 | 22 | 78 | 13 | 0 | 598 |
| Sep-98 | 4 | 0 | 137 | 211 | 10 | 44 | 13 | 0 | 419 |
| Oct-98 | 13 | 0 | 239 | 270 | 12 | 65 | 14 | 0 | 613 |
| Nov-98 | 4 | 0 | 216 | 253 | 8 | 45 | 14 | 0 | 540 |
| Dec-98 | 4 | 0 | 198 | 257 | 7 | 32 | 19 | 0 | 517 |
| Jan-99 | 7 | 0 | 197 | 212 | 22 | 60 | 11 | 0 | 509 |
| Feb-99 | 6 | 0 | 213 | 208 | 8 | 69 | 14 | 0 | 518 |
| Mar-99 | 5 | 0 | 335 | 273 | 10 | 55 | 18 | 0 | 696 |
| Apr-99 | 3 | 0 | 217 | 280 | 16 | 23 | 16 | 0 | 555 |
| May-99 | 6 | 0 | 297 | 245 | 17 | 18 | 11 | 0 | 594 |
| Jun-99 | 7 | 0 | 185 | 257 | 25 | 28 | 9 | 0 | 511 |
| Jul-99 | 8 | 0 | 133 | 201 | 15 | 10 | 6 | 0 | 373 |
| Aug-99 | 7 | 0 | 132 | 245 | 21 | 23 | 19 | 0 | 447 |
| Sep-99 | 5 | 0 | 136 | 202 | 21 | 23 | 10 | 0 | 397 |
| Oct-99 | 6 | 0 | 153 | 251 | 25 | 39 | 10 | 0 | 484 |
| Nov-99 | 7 | 0 | 131 | 324 | 16 | 56 | 15 | 0 | 549 |
| Dec-99 | 5 | 0 | 125 | 308 | 23 | 60 | 26 | 0 | 547 |
| Jan-00 | 9 | 0 | 87 | 298 | 16 | 85 | 25 | 0 | 520 |
| Feb-00 | 5 | 0 | 124 | 298 | 28 | 85 | 33 | 0 | 573 |
| Mar-00 | 6 | 0 | 95 | 301 | 18 | 71 | 16 | 0 | 507 |
| Apr-00 | 5 | 0 | 81 | 293 | 36 | 62 | 23 | 0 | 500 |
| May-00 | 11 | 0 | 116 | 324 | 84 | 12 | 25 | 0 | 572 |
| Jun-00 | 6 | 0 | 184 | 352 | 23 | 87 | 18 | 0 | 670 |
| Jul-00 | 15 | 0 | 177 | 314 | 17 | 85 | 5 | 0 | 613 |
| Aug-00 | 6 | 0 | 117 | 283 | 21 | 66 | 4 | 0 | 497 |
| Sep-00 | 15 | 0 | 132 | 251 | 16 | 51 | 5 | 0 | 470 |
| (A)OCT-00 | 0 | 0 | 3 | 201 | 8 | 4 | 0 | 0 | 216 |
| Nov-00 | 1 | 0 | 2 | 194 | 19 | 2 | 2 | 1 | 221 |
| Dec-00 | 0 | 0 | 6 | 217 | 6 | 2 | 3 | 1 | 235 |
| Jan-01 | 0 | 0 | 3 | 172 | 18 | 3 | 5 | 0 | 201 |
| Feb-01 | 1 | 0 | 4 | 129 | 8 | 2 | 0 | 0 | 144 |
| Mar-01 | 2 | 0 | 2 | 118 | 7 | 0 | 1 | 0 | 130 |
| Apr-01 | 3 | 0 | 2 | 105 | 11 | 6 | 1 | 1 | 129 |
| May-01 | 2 | 0 | 1 | 126 | 3 | 1 | 2 | 0 | 135 |
| Jun-01 | 0 | 0 | 4 | 157 | 10 | 0 | 2 | 1 | 174 |
| Jul-01 | 1 | 0 | 5 | 196 | 10 | 2 | 5 | 0 | 219 |
| Aug-01 | 1 | 0 | 3 | 160 | 1 | 0 | 5 | 0 | 170 |
| Sep-01 | 3 | 0 | 0 | 152 | 0 | 0 | 2 | 0 | 157 |
| Oct-01 | 3 | 0 | 2 | 195 | 16 | 1 | 4 | 0 | 221 |
| Nov-01 | 3 | 0 | 2 | 184 | 37 | 4 | 10 | 0 | 240 |
| Dec-01 | 1 | 0 | 5 | 228 | 23 | 3 | 16 | 0 | 276 |
| **Total** | **258** | **0** | **5,186** | **10,502** | **762** | **1,529** | **474** | **4** | **18,715** |

*Hurricane Georges: No Train Services 9/24/98, 9/25/98, & 9/26/98 (1/2 day).
NO CITATIONS ISSUED ON 11/5/98 DUE TO TROPICAL STORM

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

(A)MODIFIED FARE EVASION BEGINS

## MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|---|---|---|---|---|---|---|---|---|---|
| Jan-02 | 2 | 0 | 2 | 163 | 32 | 5 | 4 | 0 | 208 |
| Feb-02 | 2 | 0 | 7 | 140 | 20 | 2 | 1 | 0 | 172 |
| Mar-02 | 3 | 0 | 5 | 238 | 17 | 5 | 2 | 0 | 270 |
| Apr-02 | 2 | 0 | 3 | 200 | 23 | 3 | 7 | 0 | 238 |
| May-02 | 2 | 0 | 6 | 154 | 29 | 0 | 4 | 0 | 195 |
| Jun-02 | 6 | 0 | 3 | 212 | 26 | 5 | 7 | 0 | 259 |
| (B) JUL-02 | 0 | 0 | 5 | 24 | 2 | 5 | 2 | 0 | 38 |
| Aug-02 | 1 | 0 | 3 | 27 | 3 | 2 | 2 | 0 | 38 |
| Sep-02 | 1 | 0 | 4 | 29 | 2 | 1 | 0 | 0 | 37 |
| Oct-02 | 4 | 0 | 11 | 27 | 2 | 2 | 2 | 0 | 48 |
| Nov-02 | 4 | 0 | 8 | 28 | 4 | 4 | 1 | 0 | 49 |
| Dec-02 | 2 | 0 | 3 | 23 | 3 | 3 | 0 | 0 | 34 |
| Jan-03 | 0 | 0 | 4 | 20 | 4 | 0 | 0 | 0 | 28 |
| Feb-03 | 2 | 0 | 7 | 13 | 4 | 1 | 0 | 0 | 27 |
| Mar-03 | 1 | 0 | 6 | 31 | 4 | 1 | 1 | 0 | 44 |
| Apr-03 | 0 | 0 | 5 | 26 | 1 | 3 | 1 | 0 | 36 |
| May-03 | 0 | 0 | 5 | 43 | 3 | 2 | 0 | 0 | 53 |
| Jun-03 | 2 | 0 | 2 | 40 | 7 | 1 | 0 | 0 | 52 |
| Jul-03 | 1 | 0 | 6 | 30 | 3 | 3 | 0 | 3 | 46 |
| Aug-03 | 1 | 0 | 5 | 12 | 3 | 3 | 2 | 1 | 27 |
| Sep-03 | 1 | 0 | 3 | 29 | 6 | 2 | 2 | 0 | 43 |
| Oct-03 | 3 | 0 | 10 | 37 | 6 | 5 | 3 | 0 | 64 |
| Nov-03 | 0 | 0 | 20 | 30 | 7 | 6 | 0 | 0 | 63 |
| DEC-03 | 2 | 0 | 16 | 42 | 3 | 6 | 2 | 0 | 71 |
| Jan-04 | 2 | 0 | 27 | 31 | 4 | 9 | 4 | 0 | 77 |
| Feb-04 | 3 | 0 | 14 | 42 | 3 | 10 | 1 | 0 | 73 |
| Mar-04 | 1 | 0 | 14 | 30 | 2 | 15 | 1 | 0 | 63 |
| Apr-04 | 0 | 0 | 5 | 21 | 6 | 4 | 1 | 0 | 37 |
| May-04 | 0 | 0 | 3 | 19 | 7 | 2 | 0 | 0 | 31 |
| Jun-04 | 1 | 0 | 7 | 23 | 4 | 1 | 2 | 0 | 38 |
| Jul-04 | 1 | 0 | 13 | 29 | 1 | 4 | 1 | 0 | 49 |
| Aug-04 | 1 | 0 | 7 | 19 | 3 | 3 | 3 | 1 | 37 |
| (C) SEPT-04 | 3 | 0 | 2 | 8 | 2 | 1 | 2 | 0 | 18 |
| Oct-04 | 2 | 0 | 6 | 13 | 6 | 4 | 1 | 1 | 33 |
| NOV-O4 | 5 | 0 | 3 | 27 | 2 | 2 | 2 | 0 | 41 |
| Dec-04 | 3 | 0 | 5 | 41 | 3 | 4 | 2 | 0 | 58 |
| Jan-05 | **8** | **0** | **9** | **59** | **5** | **9** | **1** | **0** | **91** |
| **Total** | **330** | **0** | **5,450** | **12,482** | **1,024** | **1,667** | **538** | **10** | **21,501** |

(A)MODIFIED FARE EVASION BEGINS

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

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

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

## MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O ID | Total |
|---|---|---|---|---|---|---|---|---|---|
| Feb-05 | 10 | 0 | 9 | 55 | 5 | 9 | 2 | 0 | 90 |
| Mar-05 | 3 | 0 | 8 | 57 | 5 | 12 | 4 | 0 | 89 |
| Apr-05 | 8 | 0 | 11 | 47 | 5 | 5 | 1 | 0 | 77 |
| May-05 | 6 | 0 | 28 | 71 | 4 | 6 | 1 | 0 | 116 |
| Jun-05 | 6 | 0 | 14 | 70 | 6 | 7 | 3 | 1 | 107 |
| Jul-05 | 9 | 0 | 15 | 52 | 9 | 13 | 4 | 1 | 103 |
| (D) AUG-05 | 4 | 0 | 14 | 63 | 12 | 16 | 3 | 0 | 112 |
| (E) SEP-05 | 7 | 0 | 19 | 48 | 10 | 7 | 2 | 0 | 93 |
| (F) OCT-05 | 3 | 0 | 7 | 42 | 3 | 6 | 2 | 0 | 63 |
| (G)NOV-05 | 1 | 0 | 6 | 24 | 6 | 2 | 0 | 0 | 39 |
| Dec-05 | 4 | 0 | 8 | 35 | 2 | 8 | 2 | 0 | 59 |
| Jan-06 | 2 | 0 | 19 | 52 | 9 | 11 | 1 | 1 | 95 |
| Feb-06 | 4 | 0 | 20 | 40 | 3 | 6 | 1 | 0 | 74 |
| Mar-06 | 3 | 0 | 16 | 56 | 10 | 5 | 2 | 1 | 93 |
| Apr-06 | 4 | 0 | 18 | 50 | 8 | 10 | 2 | 1 | 93 |
| May-06 | 3 | 0 | 19 | 55 | 5 | 6 | 1 | 4 | 93 |
| Jun-06 | 6 | 0 | 14 | 48 | 2 | 4 | 0 | 3 | 77 |
| Jul-06 | 0 | 0 | 20 | 48 | 8 | 6 | 0 | 4 | 86 |
| (H) AUG -06 | 6 | 0 | 18 | 72 | 2 | 6 | 1 | 1 | 106 |
| Sep-06 | 11 | 0 | 25 | 62 | 5 | 4 | 2 | 0 | 109 |
| Oct-06 | 11 | 0 | 20 | 62 | 3 | 5 | 2 | 2 | 105 |
| Nov-06 | 3 | 0 | 26 | 47 | 3 | 9 | 7 | 2 | 97 |
| Dec-06 | 5 | 0 | 26 | 49 | 7 | 1 | 6 | 0 | 94 |
| JAN-07 | 11 | 0 | 20 | 50 | 2 | 9 | 0 | 0 | 92 |
| Feb-07 | 8 | 0 | 30 | 67 | 4 | 15 | 0 | 6 | 130 |
| (I)MAR-2007 | 8 | 0 | 34 | 66 | 9 | 9 | 3 | 0 | 129 |
| Apr-07 | 11 | 0 | 22 | 57 | 9 | 15 | 2 | 0 | 116 |
| May-07 | 8 | 0 | 32 | 65 | 7 | 13 | 2 | 1 | 128 |
| Jun-07 | 8 | 0 | 27 | 61 | 5 | 10 | 4 | 6 | 121 |
| Jul-07 | 10 | 0 | 21 | 56 | 10 | 12 | 4 | 4 | 117 |
| Aug-07 | 8 | 0 | 25 | 73 | 9 | 14 | 0 | 1 | 130 |
| Sep-07 | 6 | 0 | 14 | 63 | 12 | 10 | 3 | 1 | 109 |
| Oct-07 | 5 | 0 | 22 | 66 | 3 | 9 | 5 | 2 | 112 |
| Nov-07 | 10 | 0 | 20 | 75 | 8 | 11 | 8 | 1 | 133 |
| Dec-07 | 6 | 0 | 24 | 57 | 9 | 7 | 3 | 1 | 107 |
| Jan-08 | 8 | 0 | 19 | 46 | 12 | 12 | 3 | 2 | 102 |
| Feb-08 | 9 | 0 | 17 | 46 | 6 | 5 | 1 | 0 | 84 |
| **TOTAL** | **565** | **0** | **6,157** | **14,535** | **1,261** | **1,982** | **625** | **56** | **25,181** |

(D) LIMITED OR NO TRAIN SERVICE DU E TO HURRICANE KATRINA AUGUST 25-28

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

(F) NO TRAIN SERVICE DUE TO HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE DUE TO HURRICANE WILMA 11/01/05-11/03/05

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

## MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O ID | Total |
|---|---|---|---|---|---|---|---|---|---|
| Mar-08 | 6 | 0 | 16 | 45 | 1 | 3 | 2 | 4 | 77 |
| Apr-08 | 8 | 0 | 29 | 53 | 6 | 11 | 6 | 5 | 118 |
| May-08 | 7 | 0 | 42 | 97 | 5 | 5 | 3 | 2 | 161 |
| Jun-08 | 12 | 0 | 34 | 93 | 8 | 8 | 6 | 5 | 166 |
| Jul-08 | 4 | 0 | 27 | 71 | 8 | 10 | 2 | 1 | 123 |
| (H) AUG-08 | 3 | 0 | 14 | 71 | 3 | 3 | 6 | 1 | 101 |
| Sep-08 | 3 | 0 | 17 | 68 | 4 | 4 | 7 | 1 | 104 |
| Oct-08 | 5 | 0 | 24 | 74 | 4 | 3 | 1 | 1 | 112 |
| Nov-08 | 1 | 0 | 17 | 61 | 2 | 1 | 8 | 0 | 90 |
| Dec-08 | 2 | 0 | 25 | 77 | 2 | 14 | 10 | 2 | 132 |
| Jan-09 | 6 | 0 | 22 | 64 | 14 | 6 | 7 | 2 | 121 |
| Feb-09 | 4 | 0 | 36 | 65 | 5 | 6 | 3 | 2 | 121 |
| Mar-09 | 10 | 0 | 26 | 51 | 11 | 10 | 0 | 0 | 108 |
| Apr-09 | 8 | 0 | 20 | 62 | 9 | 9 | 2 | 1 | 111 |
| May-09 | 9 | 0 | 23 | 76 | 10 | 7 | 3 | 1 | 129 |
| Jun-09 | 6 | 0 | 21 | 74 | 6 | 4 | 1 | 0 | 112 |
| Jul-09 | 4 | 0 | 26 | 77 | 9 | 4 | 5 | 1 | 126 |
| Aug-09 | 4 | 0 | 25 | 107 | 9 | 1 | 4 | 1 | 151 |
| Sep-09 | 3 | 0 | 16 | 93 | 12 | 10 | 3 | 0 | 137 |
| Oct-09 | 6 | 0 | 32 | 97 | 4 | 6 | 4 | 0 | 149 |
| Nov-09 | 6 | 0 | 31 | 99 | 6 | 11 | 4 | 0 | 157 |
| Dec-09 | 2 | 0 | 22 | 63 | 11 | 3 | 8 | 0 | 109 |
| Jan-10 | 2 | 0 | 9 | 57 | 5 | 5 | 3 | 0 | 81 |
| Feb-10 | 4 | 0 | 19 | 58 | 8 | 1 | 0 | 0 | 90 |
| Mar-10 | 1 | 0 | 20 | 72 | 11 | 2 | 0 | 1 | 107 |
| Apr-10 | 0 | 0 | 13 | 66 | 7 | 2 | 0 | 0 | 88 |
| May-10 | 2 | 0 | 21 | 62 | 7 | 0 | 0 | 0 | 92 |
| Jun-10 | 2 | 0 | 14 | 63 | 9 | 2 | 2 | 0 | 92 |
| Jul-10 | 2 | 0 | 21 | 59 | 10 | 6 | 1 | 0 | 99 |
| Aug-10 | 2 | 0 | 9 | 69 | 9 | 1 | 1 | 1 | 92 |
| Sep-10 | 1 | 0 | 8 | 55 | 10 | 2 | 0 | 0 | 76 |
| Oct-10 | 1 | 0 | 18 | 87 | 14 | 3 | 2 | 0 | 125 |
| Nov-10 | 0 | 0 | 8 | 73 | 4 | 3 | 2 | 1 | 91 |
| Dec-10 | 2 | 0 | 11 | 60 | 5 | 1 | 0 | 0 | 79 |
| Jan-11 | 1 | 0 | 3 | 49 | 4 | 2 | 1 | 0 | 60 |
| Feb-11 | 1 | 1 | 0 | 34 | 0 | 0 | 2 | 0 | 38 |
| Mar-11 | 0 | 0 | 1 | 29 | 2 | 1 | 1 | 0 | 34 |
| Apr-11 | 0 | 0 | 0 | 36 | 3 | 2 | 0 | 0 | 41 |
| May-11 | 0 | 0 | 0 | 17 | 0 | 0 | 2 | 0 | 19 |
| Jun-11 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Jul-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **TOTAL** | **705** | **1** | **6,877** | **17,120** | **1,518** | **2,154** | **737** | **89** | **29,201** |

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

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

**AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS**

## MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O ID | Total |
|---|---|---|---|---|---|---|---|---|---|
| Aug-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sep-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Oct-11 | 0 | 0 | 0 | 58 | 0 | 13 | 0 | 0 | 71 |
| Nov-11 | 0 | 0 | 0 | 68 | 0 | 4 | 0 | 0 | 72 |
| DEC--11 | 0 | 0 | 0 | 65 | 2 | 4 | 0 | 0 | 71 |
| Jan-12 | 1 | 0 | 0 | 72 | 1 | 9 | 0 | 0 | 83 |
| Feb-12 | 0 | 0 | 0 | 58 | 6 | 2 | 0 | 0 | 66 |
| Mar-12 | 0 | 0 | 0 | 49 | 2 | 0 | 0 | 0 | 51 |
| Apr-12 | 0 | 0 | 0 | 43 | 4 | 2 | 0 | 0 | 49 |
| May-12 | 0 | 0 | 0 | 50 | 9 | 1 | 0 | 0 | 60 |
| Jun-12 | 0 | 0 | 0 | 34 | 2 | 0 | 1 | 0 | 37 |
| Jul-12 | 0 | 0 | 0 | 25 | 1 | 0 | 0 | 0 | 26 |
| **TOTAL** | **706** | **1** | **6,877** | **17,642** | **1,545** | **2,189** | **738** | **89** | **29,787** |

**AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS**

**10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET**

**10/22/11 ONLY WARNINGS BEING ISSUED**

**AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET**

| Month | 12 Trip Validation | Insufficent Funds | No Physical Ticket | No Tap | Zone Override | No Transfer Slip | Outdated | Comp. Ticket | Total |
|---|---|---|---|---|---|---|---|---|---|
| Aug-12 | 0 | 0 | 18 | 0 | 3 | 0 | 0 | 0 | 21 |
| Sep-12 | 0 | 0 | 26 | 0 | 0 | 1 | 1 | 0 | 28 |
| Oct-12 | 0 | 0 | 24 | 0 | 3 | 0 | 2 | 0 | 29 |
| Nov-12 | 0 | 0 | 27 | 0 | 2 | 1 | 1 | 0 | 31 |
| Dec-12 | 0 | 0 | 35 | 0 | 3 | 1 | 1 | 0 | 40 |
| Jan-13 | 1 | 0 | 38 | 0 | 3 | 1 | 0 | 0 | 43 |
| Feb-13 | 0 | 0 | 60 | 0 | 2 | 5 | 0 | 0 | 67 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| **TOTAL** | **707** | **1** | **7,105** | **17,642** | **1,561** | **2,198** | **743** | **89** | **30,046** |

NEW WARNING FORMS ISSUED

## MONTHLY BREAKDOWN OF CITATIONS

| MONTH | 12 TRIP NO TAP | ZONE OVERRIDE EASY CARD | INSUFFICENT FUNDS | NO BUS/METRO TRANSFER | NO PHYSICAL TICKET | NO SFRTA TRANSFER | NO TAP EASY CARD | OUTDATED PAPER TICKET | UNREADABLE EASY CARD | ZONE OVERRIDE PAPER TICKET | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mar-13 | 0 | 0 | 1 | 8 | 155 | 0 | 0 | 2 | 0 | 17 | 183 |
| 13-Apr | 1 | 0 | 2 | 1 | 33 | 0 | 0 | 1 | 0 | 3 | 41 |
| 13-May | 1 | 0 | 13 | 9 | 58 | 0 | 9 | 0 | 0 | 6 | 96 |
| 13-Jun | 1 | 0 | 17 | 8 | 132 | 0 | 20 | 1 | 0 | 14 | 193 |
| 13-Jul | 4 | 0 | 26 | 13 | 141 | 0 | 19 | 2 | 0 | 20 | 225 |
| 13-Aug | 8 | 0 | 9 | 5 | 113 | 1 | 14 | 1 | 0 | 12 | 163 |
| 13-Sep | 1 | 0 | 9 | 11 | 90 | 1 | 12 | 1 | 0 | 3 | 128 |
| 13-Oct | 2 | 0 | 24 | 12 | 99 | 2 | 25 | 2 | 0 | 14 | 180 |
| 13-Nov | 3 | 0 | 14 | 15 | 90 | 2 | 15 | 2 | 0 | 5 | 146 |
| 13-Dec | 1 | 0 | 13 | 7 | 96 | 2 | 12 | 4 | 0 | 6 | 141 |
| 14-Jan | 2 | 0 | 10 | 8 | 81 | 1 | 12 | 1 | 0 | 6 | 121 |
| 14-Feb | 0 | 0 | 3 | 8 | 57 | 0 | 12 | 0 | 0 | 6 | 86 |
| 14-Mar | 1 | 2 | 9 | 3 | 44 | 0 | 11 | 2 | 0 | 5 | 77 |
| 14-Apr | 0 | 0 | 21 | 6 | 70 | 0 | 10 | 2 | 0 | 11 | 120 |
| 14-May | 2 | 1 | 16 | 5 | 112 | 7 | 19 | 3 | 0 | 14 | 179 |
| 14-Jun | 2 | 0 | 29 | 16 | 136 | 0 | 26 | 5 | 0 | 13 | 227 |
| 14-Jul | 2 | 0 | 28 | 24 | 151 | 0 | 43 | 9 | 0 | 16 | 273 |
| 14-Aug | 2 | 0 | 17 | 15 | 128 | 0 | 30 | 3 | 0 | 20 | 215 |
| 14-Sep | 1 | 0 | 18 | 14 | 116 | 0 | 31 | 3 | 0 | 15 | 198 |
| 14-Oct | 1 | 0 | 19 | 3 | 97 | 0 | 29 | 4 | 0 | 12 | 165 |
| | **29** | **3** | **216** | **135** | **1,507** | **16** | **216** | **29** | **0** | **155** | **2,306** |

NEW TICKETING SYSTEM IN EFFECT

# MONTHLY BREAKDOWN OF WARNINGS

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

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

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

# MONTHLY BREAKDOWN OF WARNINGS

| Date | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|---|---|---|---|---|---|---|---|---|---|
| Aug-04 | 20 | 0 | 250 | 557 | 37 | 143 | 13 | 9 | 1029 |
| (B) SEPT -( | 34 | 0 | 102 | 285 | 16 | 51 | 11 | 6 | 505 |
| Oct-04 | 36 | 0 | 190 | 476 | 26 | 118 | 11 | 14 | 871 |
| Nov-04 | 66 | 0 | 145 | 535 | 29 | 112 | 9 | 8 | 904 |
| Dec-04 | 45 | 0 | 125 | 526 | 22 | 125 | 24 | 6 | 873 |
| Jan-05 | 75 | 0 | 210 | 639 | 25 | 165 | 24 | 9 | 1147 |
| Feb-05 | 61 | 0 | 168 | 608 | 29 | 154 | 34 | 1 | 1055 |
| Mar-05 | 36 | 0 | 220 | 681 | 32 | 150 | 20 | 1 | 1140 |
| Apr-05 | 53 | 0 | 289 | 763 | 47 | 234 | 29 | 5 | 1420 |
| May-05 | 48 | 0 | 297 | 681 | 51 | 199 | 17 | 4 | 1297 |
| Jun-05 | 65 | 0 | 223 | 727 | 47 | 147 | 22 | 6 | 1237 |
| Jul-05 | 41 | 0 | 250 | 651 | 44 | 155 | 36 | 4 | 1181 |
| (C) AUG-0 | 38 | 0 | 237 | 584 | 49 | 165 | 32 | 3 | 1108 |
| (D) SEPT-( | 28 | 0 | 236 | 645 | 44 | 143 | 16 | 6 | 1118 |
| (E) OCT-0 | 32 | 0 | 208 | 502 | 27 | 112 | 12 | 5 | 898 |
| (F) NOV-0 | 26 | 0 | 128 | 442 | 27 | 72 | 6 | 1 | 702 |
| Dec-05 | 28 | 0 | 315 | 731 | 48 | 129 | 24 | 9 | 1284 |
| Jan-06 | 29 | 0 | 378 | 773 | 37 | 192 | 34 | 14 | 1457 |
| Feb-06 | 37 | 0 | 340 | 756 | 54 | 142 | 21 | 18 | 1368 |
| Mar-06 | 54 | 0 | 338 | 1042 | 49 | 182 | 24 | 9 | 1698 |
| Apr-06 | 65 | 0 | 451 | 888 | 57 | 175 | 28 | 16 | 1680 |
| May-06 | 61 | 0 | 486 | 981 | 53 | 240 | 25 | 22 | 1868 |
| Jun-06 | 36 | 0 | 471 | 903 | 21 | 208 | 23 | 13 | 1675 |
| Jul-06 | 57 | 0 | 476 | 988 | 23 | 150 | 29 | 15 | 1738 |
| (G) Aug-0( | 65 | 0 | 508 | 969 | 28 | 198 | 26 | 8 | 1802 |
| Sep-06 | 63 | 0 | 468 | 909 | 31 | 214 | 36 | 8 | 1729 |
| Oct-06 | 76 | 0 | 524 | 1079 | 36 | 220 | 40 | 11 | 1986 |
| Nov-06 | 56 | 0 | 461 | 969 | 21 | 235 | 41 | 11 | 1794 |
| Dec-06 | 62 | 0 | 612 | 1048 | 37 | 235 | 36 | 15 | 2045 |
| Jan-07 | 80 | 0 | 637 | 1009 | 52 | 284 | 21 | 20 | 2103 |
| Feb-07 | 94 | 0 | 632 | 1055 | 52 | 316 | 37 | 34 | 2220 |
| (H) MAR-0 | 105 | 0 | 681 | 1080 | 60 | 350 | 45 | 14 | 2335 |
| Apr-07 | 106 | 0 | 749 | 1164 | 75 | 351 | 42 | 22 | 2509 |
| May-07 | 107 | 0 | 849 | 1218 | 73 | 421 | 53 | 20 | 2741 |
| Jun-07 | 128 | 0 | 840 | 1043 | 48 | 388 | 40 | 32 | 2519 |
| Jul-07 | 93 | 0 | 808 | 1040 | 74 | 399 | 51 | 28 | 2493 |
| Aug-07 | 73 | 0 | 819 | 1240 | 79 | 364 | 23 | 16 | 2614 |
| Sep-07 | 85 | 0 | 708 | 1062 | 53 | 318 | 35 | 12 | 2273 |
| Oct-07 | 97 | 0 | 776 | 1295 | 83 | 372 | 58 | 16 | 2697 |
| Nov-07 | 95 | 0 | 690 | 1215 | 109 | 264 | 57 | 18 | 2448 |
| Dec-07 | 91 | 0 | 694 | 1226 | 71 | 261 | 55 | 21 | 2419 |
| **SUBTOTA** | **3,810** | **0** | **28,296** | **45,845** | **2,676** | **15,168** | **1,659** | **752** | **98,206** |

(B)- LIMITED/NO TRAIN SERVICE -HURRICANE FRANCES-9/ 2-12/04
LIMITED/NO TRAIN SERVICE-HURRICANE JEANNE-9/25-29/04
(C) LIMITED OR NO TRAIN SERVICE-HURRICANE KATRINA 8/25-28/05
(D) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05
(E) NO TRAIN SERVICE -HURRICANE WILMA 10/22/05-10/31/05
(F) NO TICKET CHECKS-HURRICANE WILMA 11/01/05-11/11/05
(G) NO TRAIN SERVICE -TROPICAL STORM ERNESTO 08/28-08/29/06
(H)3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA -TRACK WORK
03/15/07 SFRTA PASSENGER SURVEY
(H)03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)
(H)03/28/07-P614-P619 (6 TRAINS)REDUCED TICKET CHECK-TRAINS 45 MINUTES LATE OR MORE

# MONTHLY BREAKDOWN OF WARNINGS

| Date | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|---|---|---|---|---|---|---|---|---|---|
| Jan-08 | 105 | 0 | 846 | 1229 | 69 | 233 | 44 | 19 | 2545 |
| Feb-08 | 83 | 0 | 641 | 1106 | 82 | 209 | 42 | 16 | 2179 |
| Mar-08 | 98 | 0 | 772 | 1273 | 62 | 211 | 43 | 19 | 2478 |
| Apr-08 | 103 | 0 | 823 | 1230 | 68 | 208 | 35 | 15 | 2482 |
| May-08 | 96 | 0 | 908 | 1400 | 54 | 192 | 54 | 19 | 2723 |
| Jun-08 | 116 | 0 | 1025 | 1270 | 42 | 192 | 62 | 36 | 2743 |
| Jul-08 | 103 | 0 | 799 | 1285 | 49 | 240 | 56 | 26 | 2558 |
| (H) AUG-0 | 62 | 0 | 616 | 1192 | 55 | 219 | 63 | 22 | 2229 |
| Sep-08 | 84 | 0 | 518 | 1360 | 66 | 242 | 53 | 16 | 2339 |
| Oct-08 | 61 | 0 | 579 | 1422 | 101 | 241 | 82 | 21 | 2507 |
| Nov-08 | 50 | 0 | 460 | 1210 | 71 | 186 | 57 | 7 | 2041 |
| Dec-08 | 71 | 0 | 618 | 1376 | 100 | 228 | 88 | 10 | 2491 |
| Jan-09 | 79 | 0 | 538 | 1332 | 119 | 249 | 39 | 21 | 2377 |
| Feb-09 | 76 | 0 | 534 | 1194 | 99 | 208 | 60 | 14 | 2185 |
| Mar-09 | 54 | 0 | 633 | 1392 | 120 | 230 | 57 | 14 | 2500 |
| Apr-09 | 72 | 0 | 655 | 1334 | 128 | 239 | 66 | 19 | 2513 |
| May-09 | 99 | 0 | 684 | 1420 | 117 | 266 | 53 | 19 | 2658 |
| Jun-09 | 80 | 0 | 583 | 1460 | 131 | 256 | 65 | 26 | 2601 |
| Jul-09 | 58 | 0 | 563 | 1608 | 133 | 218 | 48 | 18 | 2646 |
| Aug-09 | 67 | 0 | 544 | 1604 | 146 | 269 | 66 | 20 | 2716 |
| Sep-09 | 62 | 0 | 536 | 1512 | 141 | 259 | 61 | 15 | 2586 |
| Oct-09 | 61 | 0 | 560 | 1499 | 126 | 262 | 60 | 13 | 2581 |
| Nov-09 | 63 | 0 | 532 | 1462 | 136 | 206 | 67 | 14 | 2480 |
| Dec-09 | 62 | 0 | 592 | 1634 | 132 | 239 | 43 | 14 | 2716 |
| Jan-10 | 42 | 0 | 459 | 1505 | 119 | 203 | 44 | 9 | 2381 |
| Feb-10 | 42 | 0 | 504 | 1451 | 167 | 196 | 40 | 15 | 2415 |
| Mar-10 | 52 | 0 | 524 | 1737 | 172 | 255 | 38 | 17 | 2795 |
| Apr-10 | 46 | 0 | 516 | 1629 | 121 | 227 | 41 | 10 | 2590 |
| May-10 | 40 | 0 | 542 | 1646 | 119 | 176 | 33 | 15 | 2571 |
| Jun-10 | 53 | 2 | 530 | 1520 | 152 | 185 | 50 | 13 | 2505 |
| Jul-10 | 45 | 0 | 549 | 1648 | 139 | 160 | 34 | 15 | 2590 |
| Aug-10 | 45 | 0 | 475 | 1626 | 136 | 151 | 20 | 9 | 2462 |
| Sep-10 | 26 | 0 | 413 | 1628 | 110 | 166 | 26 | 13 | 2382 |
| Oct-10 | 35 | 0 | 423 | 1610 | 145 | 140 | 31 | 14 | 2398 |
| Nov-10 | 38 | 0 | 414 | 1745 | 102 | 204 | 49 | 6 | 2558 |
| Dec-10 | 39 | 0 | 354 | 1760 | 113 | 164 | 37 | 7 | 2474 |
| Jan-11 | 23 | 0 | 369 | 1814 | 97 | 152 | 59 | 1 | 2515 |
| Feb-11 | 28 | 4 | 47 | 1272 | 59 | 59 | 63 | 3 | 1535 |
| Mar-11 | 5 | 0 | 19 | 1506 | 113 | 79 | 86 | 0 | 1808 |
| Apr-11 | 9 | 0 | 30 | 1676 | 180 | 85 | 82 | 0 | 2062 |
| May-11 | 4 | 1 | 13 | 1011 | 147 | 65 | 54 | 1 | 1296 |
| Jun-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jul-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SUBTOTAI** | **6,247** | **7** | **50,036** | **105,433** | **7,214** | **23,337** | **3,810** | **1,333** | **197,417** |

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

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

**AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS**

# MONTHLY BREAKDOWN OF WARNINGS

| Date | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|---|---|---|---|---|---|---|---|---|---|
| Aug-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sep-11 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| Oct-11 | 85 | 0 | 2 | 3101 | 230 | 175 | 104 | 0 | 3697 |
| Nov-11 | 27 | 0 | 5 | 2836 | 241 | 176 | 85 | 0 | 3370 |
| Dec-11 | 47 | 0 | 2 | 2798 | 223 | 199 | 94 | 0 | 3363 |
| Jan-12 | 99 | 0 | 5 | 2973 | 239 | 200 | 111 | 0 | 3627 |
| Feb-12 | 52 | 0 | 9 | 2576 | 177 | 162 | 91 | 0 | 3067 |
| Mar-12 | 39 | 0 | 15 | 2768 | 200 | 188 | 133 | 0 | 3343 |
| Apr-12 | 38 | 0 | 6 | 2619 | 211 | 147 | 108 | 0 | 3129 |
| May-12 | 43 | 0 | 10 | 2734 | 233 | 170 | 74 | 0 | 3264 |
| Jun-12 | 23 | 0 | 7 | 2486 | 202 | 175 | 67 | 0 | 2960 |
| Jul-12 | 31 | 1 | 5 | 2587 | 209 | 159 | 89 | 0 | 3081 |
| | **6,731** | **8** | **50,102** | **132,914** | **9,379** | **25,088** | **4,766** | **1,333** | **230,321** |

**AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS**

**10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET**

**10/22/11 ONLY WARNINGS BEING ISSUED**

**AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET**

| Month | 12 Trip Validation | Insufficent Funds | No Physical Ticket | No Tap | Zone Override | No Transfer Slip | Outdated | Comp. Ticket | Total |
|---|---|---|---|---|---|---|---|---|---|
| Aug-12 | 41 | 118 | 2188 | 283 | 238 | 138 | 72 | 0 | 3078 |
| Sep-12 | 73 | 225 | 1941 | 367 | 165 | 127 | 71 | 1 | 2970 |
| Oct-12 | 102 | 270 | 1979 | 467 | 197 | 182 | 94 | 0 | 3291 |
| Nov-12 | 71 | 271 | 2069 | 412 | 206 | 157 | 81 | 0 | 3267 |
| Dec-12 | 98 | 305 | 2293 | 382 | 197 | 142 | 84 | 3 | 3504 |
| Jan-13 | 80 | 337 | 2324 | 384 | 196 | 140 | 78 | 0 | 3539 |
| Feb-13 | 46 | 288 | 2012 | 299 | 172 | 134 | 62 | 0 | 3013 |
| **TOTAL** | **7,242** | **1,822** | **64,908** | **135,508** | **10,750** | **26,108** | **5,308** | **1,337** | **252,983** |

NEW WARNING FORMS ISSUED

# MONTHLY BREAKDOWN OF WARNINGS

| MONTH | 12 TRIP NO TAP | ZONE OVERRIDE EASY CARD | INSUFFICENT FUNDS | NO BUS/METRO TRANSFER | NO PHYSICAL TICKET | NO SFRTA TRANSFER | NO TAP EASY CARD | OUTDATED PAPER TICKET | UNREADABLE EASY CARD | ZONE OVERRIDE PAPER TICKET | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mar-13 | 89 | 4 | 374 | 81 | 2160 | 35 | 456 | 105 | 5 | 221 | 3530 |
| 13-Apr | 95 | 5 | 374 | 132 | 2289 | 31 | 379 | 69 | 3 | 241 | 3618 |
| 13-May | 85 | 4 | 270 | 135 | 2071 | 25 | 323 | 216 | 0 | 63 | 3192 |
| 13-Jun | 95 | 1 | 319 | 113 | 2048 | 33 | 322 | 82 | 0 | 210 | 3223 |
| 13-Jul | 82 | 0 | 303 | 125 | 2015 | 26 | 296 | 89 | 0 | 237 | 3173 |
| 13-Aug | 80 | 0 | 271 | 85 | 2081 | 29 | 285 | 80 | 0 | 244 | 3155 |
| 13-Sep | 68 | 0 | 217 | 106 | 2136 | 33 | 294 | 80 | 0 | 221 | 3155 |
| 13-Oct | 60 | 0 | 220 | 96 | 2032 | 35 | 249 | 64 | 0 | 221 | 2977 |
| 13-Nov | 46 | 0 | 183 | 99 | 1816 | 19 | 259 | 56 | 0 | 174 | 2652 |
| 13-Dec | 51 | 0 | 171 | 107 | 1932 | 28 | 257 | 60 | 0 | 183 | 2789 |
| 14-Jan | 68 | 0 | 153 | 97 | 1805 | 14 | 271 | 50 | 0 | 174 | 2632 |
| 14-Feb | 46 | 0 | 144 | 84 | 1554 | 20 | 291 | 57 | 0 | 112 | 2308 |
| 14-Mar | 44 | 5 | 177 | 76 | 1733 | 24 | 221 | 56 | 0 | 136 | 2472 |
| 14-Apr | 62 | 0 | 157 | 106 | 1761 | 22 | 324 | 56 | 0 | 152 | 2640 |
| 14-May | 57 | 1 | 193 | 130 | 2017 | 28 | 374 | 72 | 0 | 176 | 3048 |
| 14-Jun | 60 | 0 | 160 | 136 | 1924 | 22 | 357 | 63 | 0 | 193 | 2915 |
| 14-Jul | 85 | 0 | 193 | 167 | 1960 | 30 | 395 | 86 | 0 | 195 | 3111 |
| 14-Aug | 55 | 0 | 205 | 125 | 1906 | 24 | 417 | 70 | 0 | 186 | 2988 |
| 14-Sep | 55 | 0 | 205 | 125 | 1906 | 24 | 417 | 70 | 0 | 186 | 2988 |
| 14-Oct | 60 | 0 | 206 | 117 | 2182 | 29 | 457 | 82 | 0 | 189 | 3322 |
| | **1,343** | **20** | **4,495** | **2,242** | **39,328** | **531** | **6,644** | **1,563** | **8** | **3,714** | **59,888** |

NEW TICKETING SYSTEM IN EFFECT

# CLASSIFICATIONS BREAKDOWN
## OCTOBER 2014

| CLASSIFICATION | | |
|---|---|---|
| ABANDONED VEHICLE | | |
| ALARMS | | 1 |
| ALARMS-TVM | | |
| ALCOHOLIC BEVERAGE | | |
| ALTERED TICKET/COUNTERFEIT | | |
| ARSON | | |
| ASSAULT AGGRAVATED TRANSIT AGENT / CPO | | |
| ASSAULT-AGGRAVATED | | |
| ASSAULT TRANSIT AGENT / CPO | | 1 |
| ASSAULT | | |
| ASSIST PASSENGER | | 6 |
| ASSIST OTHER AGENCY | | 1 |
| ATTEMPTED SUICIDE | | |
| AUTO THEFT | | 1 |
| AUTO THEFT - ATTEMPT | | |
| AUTO THEFT - RECOVERY | | |
| BATTERY - AGGRAVATED TRANSIT AGENT / CPO | | |
| BATTERY - AGGRAVATED | | |
| BATTERY TRANSIT AGENT / CPO | | |
| BATTERY (ATTEMPT) | | |
| BIKE LOCKER/OTHER | | 2 |
| BICYCLE VIOLATIONS | | 1 |
| BIOLOGICAL RELEASE | | |
| BOMBING | | |
| BOMB THREAT | | |
| BRUSH FIRE | | |
| BURGLARY-ATTEMPT | | |
| BURGLARY | | |
| BURGLARY-AUTO | | |
| BURGLARY-ATTEMPT AUTO | | |
| CAMERA MONITORING CENTER | | |
| CHEMICAL RELEASE | | |
| CIVIL DISTURBANCE | | |
| CREDIT CARD FRAUD | | |
| CRIMINAL MISCHIEF | *3 GRAFFITTI 5 BIKE LOCKER* | 9 |
| CROSSING W/ GATE DOWN | | |
| CYBER INCIDENT | | |
| DAMAGED PROPERTY | | 3 |
| DEBRIS ON TRACK | | |
| DISORDERLY CONDUCT | | 3 |
| DISTURBANCE | | 7 |
| DOMESTIC VIOLENCE | | |
| DRUG OFFENSE | | |
| EMS BOARD MALFUNCTION | | 5 |
| ELEVATOR MALFUNCTION | | 17 |
| ELEVATOR PHONE MALFUNCTION | | 2 |

# CLASSIFICATIONS BREAKDOWN
## OCTOBER 2014

| CLASSIFICATION | |
|---|---|
| ESCALATOR MALFUNCTION | 2 |
| FALSE IDENTIFICATION | |
| FARE EVASION | 3490 |

| | CITATION | WARNED | ARREST |
|---|---|---|---|
| 12 TRIP NO TAP | 1 | 60 | 0 |
| ZONE OVERRIDE EASY CARD | 0 | 0 | 0 |
| INSUFFICIENT FUNDS | 19 | 206 | 0 |
| NO BUS/METRORAIL TRANSFER | 3 | 117 | 0 |
| NO PHYSICAL TICKET | 97 | 2182 | 3 |
| NO SFRTA TRANSFER TICKET | 0 | 29 | 0 |
| NO TAP EASY CARD | 29 | 457 | 0 |
| OUTDATED PAPER TICKET | 4 | 82 | 0 |
| ZONE OVERRIDE PAPER TICKET | 12 | 189 | 0 |
| TOTAL | **165** | **3322** | **3** |

| | |
|---|---|
| FIRE | |
| GRADE CROSSING PROBLEM | 1 |
| HIJACKING | |
| ILLNESS | 9 |
| INJURY | 2 |
| INJURY-CPO | |
| INFORMATION / MISCELLANEOUS | 31 |
| INTERFERING W/ TRAIN | |
| INTOXICATED PERSON | |
| INVESTIGATION | |
| KIOSK PROBLEM | |
| LOST/FOUND PROPERTY | 146 |
| LOUD MUSIC | |
| LUGGAGE | |
| MISSING PERSON | 1 |
| MISSING PERSON-LOCATED | |
| MOTOR VEHICLE ACCIDENT | 2 |
| PARKING PROBLEM | 25 |
| PARKING LOT ACCIDENTS | 1 |
| PARKING LOT VIOLATIONS | |
| PAYPHONE MALFUNCTION | |
| PULLED EMERGENCY STOP | |
| RECOVERED STOLEN PROPERTY | |
| ROBBERY | 1 |
| ROBBERY- SUDDEN SNATCHING | |
| ROBBERY STRONG ARMED | |
| SABOTAGE | |
| SAFETY HAZARD | 23 |
| SEXUAL BATTERY | |
| SEX OFFENSE (OTHER) | 1 |
| SIGN PROBLEM | |

# CLASSIFICATIONS BREAKDOWN
## OCTOBER 2014

| CLASSIFICATION | | | | |
|---|---|---|---|---|
| SLIP AND FALL | | | | 3 |
| SMOKING ON TRAIN | | | | |
| SOLICITATION | | | | 2 |
| STUDENT INCIDENT | | | | 2 |
| | BAK MIDDLE SCHOOL | 2 | | |
| | DREYFOOS HIGH SCHOOL | | | |
| | G STAR | | | |
| | LAKE WORTH | | | |
| | ROOSEVELT MIDDLE SCHOOL | | | |
| | BOYNTON BEACH | | | |
| | OTHER | | | |
| SURFBOARDS ON TRAIN | | | | |
| SUSPICIOUS INCIDENT | | | | 9 |
| SUSPICIOUS PERSON | | | | 6 |
| SUSPICIOUS VEHICLE | | | | |
| SUICIDE / ATTEMPT | | | | 1 |
| TELEPHONIC THREAT | | | | |
| THEFT | | | | 6 |
| THEFT-ATTEMPTED | | | | |
| THROWING OBJECT AT TRAIN | | | | 4 |
| TOWED VEHICLE | | | | 3 |
| TRAIN VS ANIMAL | | | | |
| TRAIN VS BICYCLE | | | | 1 |
| TRESPASSER STRIKE | | | | |
| TRAIN VS FIXED OBJECT | | | | |
| TRAIN VS VEHICLE | | | | |
| TRESPASS ARREST | | | | 1 |
| TRESPASS | | | | 12 |
| TVM GATE MALFUNCTION | | | | 4 |
| TVM MALFUNCTION | | | | 99 |
| UNAUTHORIZED ANIMAL | | | | |
| SAV VALIDATOR MALFUNCTION | | | | |
| VEHICLE ON TRACK | | | | |
| WEAPON-COMPLAINT | | | | |
| WEAPON-CONCEALED | | | | 1 |
| SPECIAL ASSIGNMENT: | | | | |
| | | | **TOTAL INCIDENTS** | **3948** |

# SIX MONTH CRIME ANALYSIS
# 2014

| CLASSIFICATION | MAY | JUN | JUL | AUG | SEPT | OCT |
|---|---|---|---|---|---|---|
| ABANDONED VEHICLE | 1 | 3 | 1 | 1 | | |
| ALARMS | | 3 | 1 | | 3 | 1 |
| ALCOHOLIC BEVERAGE/TRAIN | | | | | | |
| ALTERED TICKET/COUNTERFEIT | | | | | | |
| ARSON | | | | | | |
| ASSAULT-AGGRAVATED TRANSIT AGENT / CPO | | | | | | |
| ASSAULT-AGGRAVATED | | | | | | |
| ASSAULT TRANSIT AGENT / CPO | | | | | | 1 |
| ASSAULT | | | | | | |
| ASSIST PASSENGER | 1 | 3 | 5 | 6 | 4 | 6 |
| ASSIST OTHER AGENCY | | | 1 | 2 | | 1 |
| ATTEMPTED SUICIDE | | | | | | |
| AUTO THEFT | 1 | | 2 | 2 | | 1 |
| AUTO THEFT - ATTEMPT | | | 1 | | 1 | |
| AUTO THEFT - RECOVERY | | | | | | |
| BATTERY - AGGRAVATED TRANSIT AGENT/ CPO | | | | | | |
| BATTERY - AGGRAVATED | | | | | | |
| BATTERY - TRANSIT AGENT / CPO | | 1 | | | 2 | |
| BATTERY | | | | | | |
| BIKE LOCKER/OTHER | 4 | | | | 3 | 2 |
| BICYCLE VIOLATIONS | | | | | | 1 |
| BOMBING | | | | | | |
| BOMB THREAT | | | | | | |
| BURGLARY | 2 | 2 | | | | |
| BURGLARY ATTEMPT | | | | | | |
| BURGLARY-STRUCTURE | | | | | | |
| BURGLARY-AUTO | | | 1 | | 1 | |
| BURGLARY-ATTEMPT AUTO | | | | | | |
| CAMERA MONITORING CENTER | | | | | | |
| CHEMICAL RELEASE | | | | | | |
| CIVIL DISTURBANCE | | | | | | |
| COUNTERFEIT/ALTERED TICKET | | | | | | |
| CREDIT CARD FRAUD | | | | | | |
| CRIMINAL MISCHIEF | 16 | 20 | 23 | 21 | 16 | 9 |
| CROSSING W/ GATE DOWN | | | | | | |
| CYBER INCIDENT | | | | | | |
| DAMAGED PROPERTY | 2 | 5 | 2 | 3 | 1 | 3 |
| DEBRIS ON TRACK | 1 | | 1 | 1 | 1 | |
| DISORDERLY CONDUCT | 4 | 6 | 12 | 8 | 10 | 3 |
| DISTURBANCE | 4 | 5 | 2 | 6 | 1 | 7 |
| DRUG OFFENSE | | | | | | |
| DOMESTIC VIOLENCE | | | | | | |
| EMS BOARD MALFUNCTION | 6 | 6 | 1 | 3 | 4 | 5 |
| ELEVATOR MALFUNCTION | 17 | 21 | 33 | 24 | 24 | 17 |
| ESCALATOR MALFUNCTION | 1 | 2 | 2 | 7 | 6 | 2 |
| ELEVATOR PHONE MALFUNCTION | | 2 | 5 | 1 | 1 | 2 |
| FARE EVASION- CITATIONS | 179 | 227 | 9 | 215 | 198 | 165 |
| FARE EVASION-WARNINGS | 3048 | 2915 | 3111 | 2988 | 3124 | 3322 |
| FARE EVASION-ARREST | 6 | 15 | 273 | 11 | 10 | 3 |
| FALSE IDENTIFICATION | | | | | | |
| FIRE | | | | 1 | | |
| GRADE CROSSING PROBLEM | 1 | 3 | 1 | 5 | 2 | 1 |
| SUB-TOTAL | 3293 | 3236 | 3486 | 3300 | 3412 | 3552 |

# SIX MONTH CRIME ANALYSIS
# 2014

| CLASSIFICATION | MAY | JUN | JUL | AUG | SEPT | OCT |
|---|---|---|---|---|---|---|
| ILLNESS | 11 | 12 | 12 | 6 | 7 | 9 |
| INJURY | 2 | 1 | 2 | 2 | 1 | 2 |
| INJURY-CPO | | | | | | |
| MISCELLANEOUS/INFORMATION | 33 | 39 | 31 | 44 | 24 | 31 |
| INTERFERING W/ TRAIN | | | 1 | | | |
| INTOXICATED PERSON | | | | | | |
| INVESTIGATION | | | | | | |
| KIOSK PROBLEM | | | | | | |
| LUGGAGE | | | | | | |
| LOST/FOUND PROPERTY | 127 | 120 | 113 | 115 | 117 | 146 |
| LOUD MUSIC | | | | | | |
| MISSING PERSON | 1 | | | | 2 | 1 |
| MISSING PERSON-LOCATED | | 1 | | | | |
| MOTOR VEHICLE ACCIDENT | 2 | 1 | | 1 | | 2 |
| PARKING PROBLEM | 35 | 34 | 30 | 17 | 23 | 25 |
| PARKING LOT ACCIDENTS | | | | | | 1 |
| PARKING LOT VIOLATIONS | | | | | | |
| PAYPHONE MALFUNCTION | | | | | | |
| PULLED EMERGENCY STOP | | | 2 | | 2 | |
| RECOVERED STOLEN PROPERTY | | | | | | |
| RIDIDNG ON OUTSIDE OF TRAIN | | | | | | |
| ROBBERY | | | | | | 1 |
| ROBBERY SUDDEN SNATCHING | 3 | | | | | |
| ROBBERY STRONG ARMED | | | | | | |
| SAFETY HAZARD | 7 | 16 | 16 | 17 | 20 | 23 |
| SEXUAL BATTERY | | | | | | |
| SEX OFFENSE (OTHER) | | | | | | 1 |
| SIGN PROBLEM | | 1 | | | | |
| SLIP AND FALL | 1 | 4 | 4 | 3 | 3 | 3 |
| SMOKING ON TRAIN | | | | | | |
| SOLICITATION | | 1 | | | | 2 |
| STUDENT INCIDENT | 3 | | | 2 | 4 | 2 |
| SURFBOARDS ON TRAIN | | | | | | |
| SUSPICIOUS INCIDENT | 8 | 5 | 13 | 4 | 7 | 9 |
| SUSPICIOUS PERSON | 7 | | 5 | 3 | 8 | 6 |
| SUSPICIOUS VEHICLE | | 1 | 4 | 1 | | |
| SUICIDE / ATTEMPT | | | | | | 1 |
| THEFT | 7 | 8 | 6 | | 4 | 6 |
| THEFT-ATTEMPTED | | | | | | |
| THROWING OBJECT AT TRAIN | 2 | 2 | 1 | 1 | 1 | 4 |
| TOWED VEHICLES | | | | 3 | 5 | 3 |
| TRAIN VS ANIMAL | | | | | | |
| TRAIN VS BICYCLE | | | | | | 1 |
| TRESPASSER STRIKE | | | | 1 | | |
| TRAIN VS VEHICLE | | | | 2 | | |
| TRAIN VS FIXED OBJECT | | | | | | |
| TRESPASS ARREST | | | | 1 | | 1 |
| TRESPASS | 14 | 27 | 22 | 14 | 13 | 12 |
| TVM GATE MALFUNCTION | 1 | 5 | 3 | 8 | 3 | 4 |
| TVM MALFUNCTION | 61 | 67 | 108 | 120 | 113 | 99 |
| SAV VALIDATOR MALFUNCTION | | | 2 | 3 | 4 | |
| VEHICLE ON TRACKS | | 1 | 1 | | | |
| WEAPON CONCEALED/COMPLAINT | | | 1 | | | 1 |
| TOTAL REPORTS | 3618 | 3582 | 3863 | 3673 | 3773 | 3948 |

G4S

RTA SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

# TWC/SFRTA
# FEDERAL (TSA) DIRECTIVES VIOLATIONS
# FOR OCTOBER 2014

| Date | Incident Report # | Location | TSA Directive Violation # | Remarks | CPO ID# |
|---|---|---|---|---|---|

NO INCIDENTS REPORTED

***TSA Directive #13*** "Inspect each passenger rail car for suspicious persons, items, or any unattended items."

***TSA Directive #15*** "If equipped with locking mechanisms, lock all doors which allow access to the Engineers or Train Operators cab or compartment."

# MONTHLY SUBCONTRACTOR UTILIZATION REPORT

INSTRUCTIONS: This form must be filed each month to report actual Subcontractors participation by SFRTA certified firms for work done the proceeding month.

**Contract Number:** 11-003

**Contract Name:** Armed Security, Fare Enforcement and Revenue Collection

**Reporting Period:** 10/01/2014-10/31/2014

Prime Firm: G4S SECURE SOLUTIONS, USA

Contract Amount (as Amended) $ 25,382,285.00

Total Invoiced Amount this period: $0

Total Invoiced to Date: $0.00

| Name of Subcontractor | If DBE Minority Group* | Gender M/F | Description of Work | Type of Work* | Starting Date | Completion Date |
|---|---|---|---|---|---|---|
| N/A | | | | | | |
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* **Minority Group Enter:** B-Black American I-Asian American H-Hispanic American N-Native American P-Asian Pacific American O-Other

* **Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other

- If prime firm is a certified DBE firm, the prime firm's quarterly activity must also be reported.
- This form must be completed monthly and submitted with firm's application for payment.

# MONTHLY SUBCONTRACTOR UTILIZATION REPORT

**Contract Number:** 11-003

**Contract Name:** Armed Security, Fare Enforcement and Revenue Collection

**Reporting Period:** 10/01/2014-10/31/2014

Prime Firm: G4S SECURE SOLUTIONS, USA

Contract Amount (as Amended) $ 25,382,285.00

Total amount invoiced for Subcontractors this period: $0
Total amount invoiced for DBE subcontractors this period: $0
Total amount invoiced for Subcontractors to Date: $0
Total amount invoiced for DBE Subcontractors to Date: $0

| Name of Subcontractor | Sub Contract Amount (As Amended) | Amount Invoiced This Period | Amount Invoiced To Date | Amount Paid This Period | Amount Paid To Date | Percentage Complete |
|---|---|---|---|---|---|---|
| N/A | | $0 | $0 | $0 | $0 | |
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* **Minority Group Enter:** B-Black American I-Asian American H-Hispanic American N-Native American P-Asian Pacific American O-Other
* **Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other

- If prime firm is a certified DBE firm, the prime firm's quarterly activity must also be reported.
- This form must be completed monthly and submitted with firm's application for payment.

# MONTHLY SUBCONTRACTOR UTILIZATION REPORT

1) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period? If yes, explain the arrangement, including a description of the equipment and the cost.

_____ NO

2) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period?

_____ NO

3) Did any of the DBE subcontractors subcontract any portion of its work to a non-DEB during the report period? If yes, explain fully.

_____ NO

4) Has the scope of work or the subcontract amount of any of the DBE subcontractors changed since the last report? If yes, explain fully.

_____ NO

By signing this form, the person individually and on behalf of the Firm represents to the SFRTA that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE:_____ TITLE: ADMINISTRATIVE ASSISTANT DATE: November 4, 2014

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**

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To: Mr. Paul A. Morrison, Acting Project Manager, G4S/SFRTA

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

**SUBJECT: MONTHLY ACTIVITY REPORT – OCTOBER 2014**

Date: Tuesday, November 4, 2014

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I was assigned the following tasks for the month of: **OCTOBER – 2014**

**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 **165** 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 #: 01-14-949 – Train vs. Pedestrian – (Pending P.D. / M.E. Reports)**
- **SFRTA IR #: 02-14-618 – Battery on CPO – (Pending Judicial Action, 11th Judicial Circuit)**
- **SFRTA IR #: 04-14-2554 – Train vs. Vehicle (Pending P.D. Reports)**

- **SFRTA IR #: 08-14-199 – Train vs. Pedestrian – (Pending P.D. /M.E. Reports)**
- **SFRTA IR #: 08-14-306 – Train vs. Vehicle – (Pending P.D. / M.E. Reports)**
- **SFRTA IR #: 10-14-2493 – Train vs. Bicycle – (Fatality) – (Pending P.D. / M.E. Reports**
- **COMPLAINT #: 26392 – Unjust Ejection from Train – (Unfounded)**
- **COMPLAINT #: 26400 – Unjust Ejection from Train – (Pending)**
- **COMPLAINT #: 26537 – Conduct Unbecoming – (Unfounded)**

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

rdc/
cc: Mr. Allen R. Yoder

# NTD INTERNET REPORTING

## NON MAJOR SECURITY

Oct-14

Part I

INCIDENTS ONLY

| | | Transit Passengers | Transit Facility Occupants | Transit Employees | Other Workers | Trespasser | Other | Total Incidents |
|---|---|---|---|---|---|---|---|---|
| **Forcibile Rape** | | | | | | | | |
| In Vehicle | | 0 | | | | | | 0 |
| In Revenue Facility | | 0 | | | | | | 0 |
| Non Revenue Facility | | 0 | | | | | | 0 |
| Right Of Way/Roadway | | 0 | | | | | | 0 |
| **Robbery** | | | | | | | | |
| In Vehicle | | 0 | | | | | | 0 |
| In Revenue Facility | | 1 | | | | | | 1 |
| Non Revenue Facility | | 0 | | | | | | 0 |
| Right Of Way/Roadway | | 0 | | | | | | 0 |
| **Aggravated Assaults** | | | | | | | | |
| In Vehicle | | 0 | | | | | | 0 |
| In Revenue Facility | | 0 | | | | | | 0 |
| Non Revenue Facility | | 0 | | | | | | 0 |
| Right Of Way/Roadway | | 0 | | | | | | 0 |
| **Burglary** | | | | | | | | |
| In Vehicle | | 0 | | | | | | 0 |
| In Revenue Facility | Structure | 0 | | | | | | 0 |
| Non Revenue Facility | | 0 | | | | | | 0 |
| Right Of Way/Roadway | | 0 | | | | | | 0 |
| **Larceny/Theft Offenses** | | | | | | | | |
| In Vehicle | | 0 | | | | | | 0 |
| In Revenue Facility | Includes | 5 | | | | | | 5 |
| Non Revenue Facility | Burglary | 0 | | | | | | 0 |
| Right Of Way/Roadway | Vehicle | 0 | | | | | | 0 |
| **Motor Vehicle Theft** | | | | | | | | |
| In Vehicle | | 0 | | | | | | 0 |
| In Revenue Facility | Includes | 1 | | | | | | 1 |
| Non Revenue Facility | Attempts | 0 | | | | | | 0 |
| Right Of Way/Roadway | | 0 | | | | | | 0 |
| **Arson** | | | | | | | | |
| In Vehicle | | 0 | | | | | | 0 |

# NTD INTERNET REPORTING

## NON MAJOR SECURITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| In Revenue Facility | 0 | | | | | | 0 |
| Non Revenue Facility | 0 | | | | | | 0 |
| Right Of Way/Roadway | 0 | | | | | | 0 |

Part II

| | In Vehicle | In Revenue | In Non Revenue Facility | On Right of Way | Total Incidents |
|---|---|---|---|---|---|
| Fare Evasion (citations) | 165 | | | | 165 |
| Other Assaults (arrests) | 0 | | | | 0 |
| Trespassing (arrests) | 0 | | | | 0 |
| Vandalism (arrests) | 0 | | | | 0 |

## Other Security Issues

| | In Vehicle | In Revenue | In Non Revenue Facility | On Right of Way | Total Incidents |
|---|---|---|---|---|---|
| Bomb Threats | 0 | | | | 0 |
| Bombing | 0 | | | | 0 |
| Chemical / Biological / Nuclear Release | 0 | | | | 0 |
| Cyber Incident | 0 | | | | 0 |
| Hijacking | 0 | | | | 0 |
| Non Violent Civil Disturbance | 0 | | | | 0 |
| Sabotage | 0 | | | | 0 |

**(6)Total Arrests (3 FE)**
**(1) Battery CPO**
**(1) Train vs bicycle Pedestrian**
**(1) Suicide**

Total Property Damage ($) 0

# Expiring Contract Report
# S FL Regional Transportation Authority

## Expiring Date ( 10/1/2014) thru (10/1/2015)

| Project Manager<br>Conrtact #<br>Contract Administrator | Contract Title<br>Contract Name | Start Date<br>Expiration Date | Contract Duration<br>Renewal |
|---|---|---|---|
| projectmgr | | | |
| Brad Barkman | TRANSITION DISP TRAIN CTRL AND YARD SERV | 02/01/2007 | 8 Year Term |
| 06-101 | 010512 NATIONAL RAILROAD PASSENGER | 03/31/2015 | 5 year base term. 5 - 1 year renewal options. 3 options exercised, 2 options remain. |
| BOBBY BECKER | | | |
| Lauran Mehalik | GENERAL FLAGGING SERVICES | 12/08/2006 | 8 Year Term |
| 06-117 | 010116 CSX TRANSPORTATION | 12/31/2014 | Annual automatic renewals until cancelled by SFRTA or CSXT. No action required. |
| BRYAN KOHLBERG | | | |
| Dan Mazza | EMERGENCY REPAIR & MAINTENANCE OF CLASS1 | 02/14/2008 | 6 Year Term |
| 07-004 | 010982 ROADMASTER ENGINEERING, INC. | 12/31/2014 | |
| BRYAN KOHLBERG | | | |
| Suzie Papillon | GENERAL PLANNING CONSULTANT SERVICES | 11/02/2009 | 5 Year Term |
| 09-007 | 010195 HDR ENGINEERING INC | 11/01/2014 | 2 - 1 year renewal options. Both options exercised - no options remain. |
| BOBBY BECKER | | | |
| Suzie Papillon | GENERAL PLANNING CONSULTANT SERVICES | 11/02/2009 | 5 Year Term |
| 09-011 | 011208 HNTB CORPORATION | 11/01/2014 | 2 - 1 year renewal options. Both options exercised - no options remain. |
| BOBBY BECKER | | | |

# Expiring Contract Report
# S FL Regional Transportation Authority

## Expiring Date ( 10/1/2014) thru (10/1/2015)

| Project Manager<br>Conrtact #<br>Contract Administrator | Contract Title<br>Contract Name | Start Date<br>Expiration Date | Contract Duration<br>Renewal |
|---|---|---|---|
| projectmgr | | | |
| Suzie Papillon | GENERAL PLANNING CONSULTANT SERVICES | 11/02/2009 | 5 Year Term |
| 09-012 | 011207 JACOBS ENGINEERING GROUP INC. | 11/01/2014 | 2 - 1 year renewal options. Both options exercised - no options remain. |
| BOBBY BECKER | | | |
| Suzie Papillon | GENERAL PLANNING CONSULTANT SERVICES | 11/02/2009 | 5 Year Term |
| 09-013 | 010547 KIMLEY HORN AND ASSOCIATES | 11/01/2014 | 2 - 1 year renewal options. Both options exercised - no options remain. |
| BOBBY BECKER | | | |
| Suzie Papillon | GENERAL PLANNING CONSULTANT SERVICES | 11/02/2009 | 5 Year Term |
| 09-014 | 010288 PARSONS BRINCKERHOFF, INC. | 11/01/2014 | 2 - 1 year renewal options. Both options exercised - no options remain. |
| BOBBY BECKER | | | |
| Lauran Mehalik | STATION MAINTENTANCE SERVICES | 08/01/2010 | 5 Year Term |
| 10-001 | 010697 MERIDIAN MANAGEMENT CORPORATIO | 07/31/2015 | No renewal options. |
| BOBBY BECKER | | | |
| Vicki Wooldridge | STATE LEGISLATIVE CONSULTANT SERVICES | 07/01/2010 | 5 Year Term |
| 10-010 | 010142 ERICKS CONSULTANTS | 06/30/2015 | 2 - 1 year renewal options. Both options exercised, no renewal options remain. |
| BOBBY BECKER | | | |

# Expiring Contract Report
# S FL Regional Transportation Authority

## Expiring Date ( 10/1/2014) thru (10/1/2015)

| Project Manager<br>Conrtact #<br>Contract Administrator | Contract Title<br>Contract Name | Start Date<br>Expiration Date | Contract Duration<br>Renewal |
|---|---|---|---|
| projectmgr | | | |
| James DeVaughn | SFEC TMA BUS SERVICE | 07/01/2010 | 5 Year Term |
| 10-014 | 010338 SFEC TMA | 06/30/2015 | 4 1-year renewal options. All options have been exercised. |
| BOBBY BECKER | | | |
| Eddie Woods | BROKERAGE SERVICES | 10/01/2010 | 5 Year Term |
| 11-001 | 010029 AON RISK SERVICES INC | 09/30/2015 | |
| BOBBY BECKER | | | |
| Lynda Westin | SFRPC INTERLOCAL AGREEMENT | 07/01/2010 | 5 Year Term |
| 11-010 | 010339 S FL REGIONAL PLANNING COUNCIL | 06/30/2015 | No renewals |
| BOBBY BECKER | | | |
| Lynda Westin | TCRPC INTERLOCAL AGREEMENT | 07/01/2010 | 5 Year Term |
| 11-011 | 010597 COUNCILTREASURE COAST REGIONAL PLAN | 06/30/2015 | No renewal options. |
| BOBBY BECKER | | | |
| | SHUTTLE BUS FUNDING AGREEMENT | 10/01/2013 | 2 Year Term |
| 14-007 | 010134 DOWNTOWN FT LAUDERDALE TMA | 09/30/2015 | No renewal options |
| BOBBY BECKER | | | |

AGENDA ITEM NO: N

# Contract Actions Executed
# Under The General Counsel's Authority
# For The Month of October/November 2014

| Date Signed | Contract /Purchase Order No. | Contract Action | Amount $ | Term |
|---|---|---|---|---|
| 10/20/2014 | **Robert Lee Shapiro, PA**<br>Outside Legal Counsel Services - Lake Worth Parcel Purchase<br>Contract #15-005 | Purchase Order 15-000210 | 1,500.00 | N/A |
| 10/20/2014 | **Robert Lee Shapiro, PA**<br>Outside Legal Counsel Services - Port of Palm Beach District Purchase & Sale Agreement<br>Contract #15-005 | Purchase Order 15-000211 | 1,500.00 | N/A |
| 10/29/2014 | **Robert Lee Shapiro, PA**<br>Outside Legal Counsel Services - SFRTA Administrative Office Lease Extension<br>Contract #15-005 | Purchase Order 15-000216 | 2,500.00 | N/A |