

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA

February 27, 2015

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
Andrew Frey
Nick Inamdar
James A. Wolfe

Commissioner Bruno Barreiro, Chair
Frank Frione
Mayor Tim Ryan

James A. Cummings
Marie Horenburger
James A. Scott

Executive Director

Jack Stephens

GOVERNING BOARD REGULAR MEETING
OF FEBRUARY 27, 2015

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 January 23, 2015.

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:** Seventh 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 Seventy Thousand Nine Hundred Ninety and 40/100 dollars (\$170,990.40) to the new maximum total not-to-exceed amount of Twenty Seven million Eight hundred Eighty Six thousand Seventy Six and 16/100 dollars (\$27,886,076.16) for the remainder of the five-year term.

Department: Executive
Project Manager: Allen Yoder

Department Director: Allen Yoder
Procurement Director: Christopher Bross

R2. MOTION TO APPROVE: Joint Participation Agreement (JPA) FM #406800-2-58-05 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), in the amount of \$150,000.00 for SFRTA to provide grade crossing improvements at NW 25th Street to support the Miami Intermodal Center (MIC) project.

Department: Engineering and Construction
Project Manager: Michael Lulo

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

R3. MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) Shuttle Bus Service and Financial Plan for fiscal year (FY) 2016-2020.

Department: Planning and Capital Development
Project Manager: Loraine Cargill

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

R4. MOTION TO APPROVE: One-year extension of Operating Agreement with the City of Fort Lauderdale for the Uptown Shuttle Link for continued midday shuttle bus service originating from SFRTA's Cypress Creek Tri-Rail Station.

Department: Planning & Capital Development
Project Manager: Loraine Cargill

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

R5. MOTION TO APPROVE: Purchase and Sale Agreement (Agreement) to purchase a 2.86-acre parcel from the Port of Palm Beach District (Port) required for storm water retention and to provide driveway access to the new Northern Layover Facility.

Department: Planning and Capital Development
Project Manager: Jessica Vargas Astaiza

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

R6. MOTION TO APPROVE: South Florida Rail Corridor - Railroad Reimbursement Agreement between the Florida Department of Transportation ("FDOT") and the South Florida Regional Transportation Authority ("SFRTA") for Watchman or Flagging Services.

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

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

INFORMATION / PRESENTATION ITEMS

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

I-1. PRESENTATION- Fiscal Year 2013-14 Annual Audit Reports

I-2. PRESENTATION – Federal Legislation Update

I-3 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

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

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

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 JANUARY 23, 2015

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, January 23, 2015 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 – *arrived at 9:50 a.m.*
 Steven L. Abrams, Palm Beach County Commissioner
 James A. Cummings, Citizen Representative, Broward County
 Andrew Frey, Governor's Appointee
 Frank Frione, Governor's Appointee
 Marie Horenburger, Citizen Representative, Palm Beach County
 Nick A. Inamdar, Citizen Representative, Miami-Dade County
 Tim Ryan, Mayor, Broward County Commission
 James A. Scott, Governor's Appointee

BOARD MEMBERS ABSENT:

James A. Wolfe, Florida Department of Transportation, District IV

ALSO PRESENT:

Jack L. Stephens, Executive Director, SFRTA
 Bonnie Arnold, Public Information Officer, SFRTA – *via telephone*
 Bradley Barkman, Director of Operations, SFRTA
 Christopher Bross, Director of Procurement, SFRTA
 Richard Chess, Director of Finance, 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 Vice-Chair called the meeting to order at 9:35 a.m.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

REVISION

Mr. Jack Stephens, Executive Director, SFRTA stated that there was a revision to the December 5, 2014 Minutes. Mr. Stephens read into the record that on Page 5 the Minutes are to include: "Mr. Cummings suggested to Mr. Walton that the county come up with the funds and then mediate the definition of betterment vs. requirement, as designated in the contract."

ADDITIONS

Mr. Stephens stated that there is an addition, Agenda Item **R4. MOTION TO RATIFY:** Agreement between the South Florida Regional Transportation Authority ("SFRTA") and Transit Village, LLC ("TV") to allow for SFRTA's execution of City of West Palm Beach "Owners' Consent Form" for Site Plan approval, was added to the Agenda.

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

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

MATTERS BY THE PUBLIC

The Vice-Chair noted that Mr. Mike Masanoff is present and will make a presentation during the Agenda Item R.4 and deferred the matter to that time.

CONSENT AGENDA

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

- C1. MOTION TO APPROVE:** Minutes of Governing Board's Regular Meeting of December 5, 2014.
- C2. MOTION TO APPROVE:** The following business travel for the Governing Board and/or the Executive Director and General Counsel for calendar year 2015:

EXECUTIVE

Meeting with Insurance Underwriters (May) – Location TBD
APTA Conferences: Legislative Conference (March)

Commuter Rail/Rail Transit Conference (June)
Annual Meeting (October)

FPTA: Florida Public Transportation Association's Annual Conference (October)
Rail~volution Annual Conference (October)

LEGAL

APTA Conferences: Legal Affairs Seminar (February)
Commuter Rail/Rail Transit Conference (June)
Annual Meeting (October)
TRB: Annual Workshop on Transportation Law (June)
ATLP: Annual Conference (July)

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

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

The Vice-Chair welcomed Mayor Tim Ryan of Broward County to the dais as the newly appointed SFRTA Board Member, representing Broward County.

Mayor Ryan thanked the Board.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1. MOTION TO APPROVE: The fourth of five (5), one (1) year renewal options to Agreement No. 06-101, for Option Year Four, between the South Florida Regional Transportation Authority (SFRTA) and National Railroad Passenger Corp. (AMTRAK) for dispatching, train control and yard services over the South Florida Rail Corridor in the not-to-exceed contracted amount of \$3,664,475.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Andrew Frey.

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

R2. MOTION TO APPROVE: Executive Director Employment Agreement between SFRTA and Jack Stephens for an additional two (2) years (effective February 1, 2015 through January 31, 2017).

Board Member James Scott moved for approval. The motion was seconded by Board Member Marie Horenburger.

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

R3. MOTION TO APPROVE: Delegation to specified individual(s) to negotiate new General Counsel Employment Agreement.

Board Member James Scott moved to delegate Mr. Cummings and Commissioner Abrams to negotiate the contract. The motion was seconded by Board Member Andrew Frey.

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

R4. MOTION TO RATIFY: Agreement between the South Florida Regional Transportation Authority (“SFRTA”) and Transit Village, LLC (“TV”) to allow for SFRTA’s execution of City of West Palm Beach “Owners’ Consent Form” for Site Plan approval.

Ms. Teresa Moore, General Counsel, SFRTA addressed the Board. She stated that the SFRTA entered into an agreement with (“TV”) in 2013 to purchase 250 parking spaces in the development. As part of this agreement the SFRTA accommodated the (“TV”) in getting other government approvals. This “Owners’ Consent Form” is part of that accommodation.

The Vice-Chair called upon Mr. Masanoff to give his presentation on the development.

Mr. Masanoff gave a detailed PowerPoint presentation of the site plan for the “TV.” Mr. Masanoff thanked the Board and the Agencies involved for their support of the project.

The Chair arrived at 9:50 a.m.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member James Scott.

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 reported that he had the privilege of presenting the TRCL project update at the CITT Summit yesterday in Miami and it was extremely well received. Tri-Rail has an excellent reputation in Miami-Dade and everybody was extremely complimentary towards the work that we have done as an organization to serve Miami-Dade.

Mr. William Cross, Director of Planning and Capital Development, SFRTA addressed the Board. He gave a detailed PowerPoint presentation regarding Tri-Rail Coastal Link on the FEC Corridor.

Mr. Francois Illas, Vice President of Corporate Development for Florida East Coast Industries and AAF addressed the Board. He thanked the Board for providing the time today. He stated that AAF is an inter-city rail service between Miami and to Orlando, stopping in Ft. Lauderdale and stopping in West Palm Beach. AAF development core mission has always been to develop within those stations and those CRA's. He gave an update on the efforts between FECI and SFRTA regarding Miami Central Station.

Ms. Teresa Moore, General Counsel, SFRTA addressed the Board. Ms. Moore gave a detailed PowerPoint outline of the legal framework including the proposed financial structure for accomplishing the Tri-Rail Miami Link. Ms. Moore stated that staff is requesting an acknowledgement by the Board that the delegation previously given to Commissioner Abrams to negotiate the agreements pertaining to the TRCL incorporates these same agreements so that we could proceed to coordinate with the commissioner as we proceed.

Board Member Jim Cummings moved to delegate negotiations to Commissioner Steven Abrams. 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.

There was Board discussion.

I-2 PRESENTATION – SFRTA Transit Oriented Development Initiatives

Mr. Stephens stated that Board Member Frey requested information on SFRTA's TOD efforts.

Ms. Lynda Westin, Transportation Planning Manager, SFRTA addressed the Board. Ms. Westin gave a detailed PowerPoint presentation on development in the area.

Board Member Frey thanked Ms. Westin on the presentation. He commented that maximum revenue on investments is a priority for feasibility, viability, sustainability and responsibility. He stated that working directly with county and local governments to change laws, such as parking and density requirements around the developments is a start.

COMMITTEE REPORTS / MINUTES

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

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

MONTHLY REPORTS

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

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

- K. PROPERTY TASK FORCE – PROJECT SCHEDULE - N/A
- L. SECURITY REPORT - November /December
- M. EXPIRING CONTRACTS – November /December
- N. CONTRACT ACTIONS EXECUTED UNDER GENERAL COUNSEL’S AUTHORITY -
November /December

OTHER BUSINESS

Board Member Scott commented that he is the point-person in Tallahassee during the legislative session. He has met with SFRTA government affairs staff and discussed the ability to improve the SFRTA bonding capacity and to be designated as the Regional Transportation Authority (RTA) for the area.

Ms. Moore explained that the current bonding capacity states that if this Agency wants to issue any bonds, it must go through the Division of Bond Finance, a State Agency, as opposed to other special districts and expressway authorities that have been allowed out from under that requirement. The SFRTA is asking for the same options as other special transportation districts in our bonding capabilities. Current legislation is proposing certain options to those entities. Thus we looking into being designated a Regional Transportation Authority under those entities under the current legislation.

Mr. Stephens added that the SFRTA is working in conjunction with FDOT.

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Stephens announced that tomorrow, January 24, 2015 is Tri-Rail’s “Rail Fun Day,” to be held from 11 a.m. to 3 p.m. at the Fort Lauderdale/Hollywood International Airport Station at Dania Beach. The South Florida’s Kids Got Talent competition will take place for a grand prize of \$500 to the winner.

Mr. Stephens announced that a Deputy Director has been found and hired. He will begin with the SFRTA in mid-February.

LEGAL COUNSEL COMMENTS

Ms. Moore commented on Board Member Frione abstentions from voting at the previous meeting. Mr. Frione did file the necessary forms for abstention. The items were R9-C, as there was a conflict with a potential business contract with Kimley-Horn and GFA, International, Mr. Frione employer. The other item, R11 was an existing contract between GFA, International and Gulf Building and GFA, International and Munilla Construction Management.

BOARD MEMBER COMMENTS

Board Member Cummings requested an update on the Wave and Operations Center the MOW and Dispatch of the corridor.

Mr. Daniel Mazza, Director of Engineering and Construction, SFRTA addressed the MOW. He stated that a limited notice to proceed was given on December 19, 2014 for taking over the maintenance of the corridor. A full notice to proceed was given on December 31, 2014. CSXT is moving out of the center so that the contractor can move in.

Mr. Mazza commented on the Dispatch. He stated that testing of the control points are almost complete. We are looking at March 29th for the switchover.

Mr. Mazza requested Ms. Brandy Creed to address the Operations Center.

Ms. Brandy Creed, Operations Center Project Manager, SFRTA addressed the Board. Ms. Creed stated that a notice to proceed was issued on December 30, 2014 and SFRTA continues to work with the City of Pompano Beach for the permits and should be completed by April 2015. Advisory signage is currently being worked on to notify the passengers of the construction. The contractor is planning to begin construction in April and to continue for one year.

Mayor Ryan responded that the County will stand behind contractual obligations. He stated that the estimate of the capital and operational costs over 20 years were willfully underestimated. He requested the opportunity to analyze the specifics and then to address them one by one. The County is in favor of the Wave and wants to make it viable between streetcars and light rail, and connect it up with the port and the airport.

Board Member Inamdar inquired about critical dates.

Mr. Stephens stated that the project is already 1 year behind. The FTA is holding SFRTA to a tight time-line.

Mr. Cross added that this is a sensitive time in the project. There is an existing \$18 million Tiger Grant from USDOT, with a 5 year expiration date and there will be a 1 year delay in revenue service on section 1-A. The SFRTA is planning on approaching the federal government in May/June to negotiate with FTA for a \$50 million Small Starts Grant. It is important to resolve any outstanding issues.

Commissioner Abrams announced that the Palm Beach County MPO participated in a "Rolling Retreat" aboard Tri-Rail from West Palm to Boca Raton and back up to Delray. The elected officials that participated inquired as to the status of the Jupiter extension.

Mr. Stephens replied that the connection template with the FECR along the Iris section can be implemented to the northern county to go to Jupiter. That is scheduled for 2018.

ADJOURNMENT

There being no further business the meeting adjourned at 11:28 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015

AGENDA ITEM REPORT

Consent Regular

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

REQUESTED ACTION:

MOTION TO APPROVE: Seventh 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 Seventy Thousand Nine Hundred Ninety and 40/100 dollars (\$170,990.40) to the new maximum total not-to-exceed amount of Twenty Seven million Eight hundred Eighty Six thousand Seventy Six and 16/100 dollars (\$27,886,076.16) for the remainder of the five-year term.

SUMMARY EXPLANATION AND BACKGROUND:

This Seventh Amendment will provide for twenty-four hour, seven day a week staffing of the Public Safety Coordination Center (PSCC), as SFRTA assumes the responsibility of Host Railroad of the South Florida Rail Corridor (SFRC). The purpose of the PSCC is to receive calls from the public regarding safety/issues and concerns about highway/rail grade crossings and to direct information received to the dispatch control center and appropriate MOW contractors, for train control, corrections and/or repair. The PSCC also manages in-coming emergency calls and liaises with the dispatch control center to reduce accidents/collisions on the SFRC. Incident information received from the dispatch control center is distributed in accordance with instructions and flow charts while a notification call log of the distribution is maintained.

Department: Executive
Project Manager: Allen Yoder

Department Director: Allen Yoder
Procurement Director: Christopher Bross

FISCAL IMPACT: Funds to be expended in this fiscal year pursuant to this amendment are already available in the budget. Budgets in future fiscal years would be adjusted accordingly to account for the increase in the contract amount.

EXHIBITS ATTACHED: Exhibit 1 – Seventh Amendment to Agreement No. 11-003

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

Recommended by:  2/20/15 Approved by:  2/20/15
 Department Director Date Procurement Director Date

Authorized by:  2/20/15 Approved as to form by:  2-20-15
 Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
 Commissioner Bruno Barreiro Yes No
 James A. Cummings Yes No
 Andrew Frey Yes No
 Frank Frione Yes No
 Marie Horenburger Yes No

Nick A Inamdar Yes No
 Mayor Tim Ryan Yes No
 James A. Scott Yes No
 James Wolfe, P.E. Yes No

R1



SEVENTH AMENDMENT TO AGREEMENT NO. 11-003

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

G4S SECURE SOLUTIONS (USA) INC.

FOR

ARMED SECURITY, FARE ENFORCEMENT,
AND REVENUE COLLECTION SERVICES

SEVENTH AMENDMENT TO AGREEMENT NO. 11-003

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

G4S SECURE SOLUTIONS (USA) INC.

FOR

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

This is a Seventh Amendment to the Agreement for Armed Security, Fare Enforcement, and Revenue Collection Services between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter referred to as “**SFRTA**” and **G4S SECURE SOLUTIONS (USA) INC.**, hereinafter referred to as “**CONTRACTOR**”.

WHEREAS, on September 24, 2010, **SFRTA** and **CONTRACTOR** entered into a five-year Agreement for Armed Security, Fare Enforcement, and Revenue Collection Services, hereinafter referred to as “Agreement,” in the maximum not-to-exceed amount of \$25,382,285.00; and

WHEREAS, on March 25, 2011, **SFRTA** and **CONTRACTOR** entered into a First Amendment to the Agreement, to incorporate twenty-four-hour, seven-day-a-week, armed security services for the Hialeah Market Station during the closure of the Miami Airport Station to facilitate construction of the Miami Intermodal Center (MIC) in the maximum not-to-exceed amount of \$467,550.00, which is being reimbursed to **SFRTA** by the Florida Department of Transportation per the Miami Airport Station Temporary Relocation Agreement; and

WHEREAS, on July 27, 2012, **SFRTA** and **CONTRACTOR** entered into a Second Amendment to the Agreement, to incorporate funding for additional security services during overnight patrols, additional security services during weekend service, direct connect communications, and for accrued overtime, using the rates in the original Agreement, in the not-to-exceed amount of \$1,338,000.00; and

WHEREAS, on July 29, 2013, **SFRTA** and **CONTRACTOR** entered into a Third Amendment to the Agreement, for continued twenty-four-hour, seven-day-a-week, armed security services at the Hialeah Market Station in the not-to-exceed amount of \$42,390.00; and

WHEREAS, on August 23, 2013, **SFRTA** and **CONTRACTOR** entered into a Fourth Amendment to the Agreement, for continued twenty-four-hour, seven-day-a-week, armed security services at the Hialeah Market Station during MIC construction, in the not-to-exceed amount of \$293,736.00; and

WHEREAS, on July 11, 2014, **SFRTA** and **CONTRACTOR** entered into a Fifth Amendment to the Agreement, for continued twenty-four-hour, seven-day-a-week, armed security services at the Hialeah Market Station during MIC construction, in the not-to-exceed amount of \$63,127.00; and

WHEREAS, on October 24, 2014, **SFRTA** and **CONTRACTOR** entered into a Sixth Amendment to the Agreement, for continued twenty-four hour, seven-day-a-week, armed security services at the Hialeah Market Station during MIC construction, in the not-to-exceed amount of \$127,997.76; and

WHEREAS, **SFRTA** now wishes to amend the agreement to incorporate funding in the not-to-exceed amount of \$170,990.40, for twenty-four hour, seven-day-a-week staffing of the Public Safety Coordination Center (PSCC). The PSCC will manage in-coming calls and incidents related to Maintenance of Way of on the rail corridor, as part of the dispatch and maintenance responsibilities assumed by SFRTA;

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. COMPENSATION is amended to read as follows:

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the total not-to-exceed amount of ~~Twenty Seven Million Seven Hundred Fifteen Thousand Eighty Five and 76/100 Dollars (\$27,715,085.76)~~ Twenty Seven Million Eight Hundred Eighty Six Thousand Seventy-Six and 16/100 Dollars (\$27,886,076.16), which includes an increase in weekly service hours from ~~3,272~~ to 3,482 to 3,650.

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 Seventh Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

Underlined words denote additions

and struck through words deletions

IN WITNESS WHEREOF, the parties have made and executed this Seventh Amendment to the Agreement on the respective date under each signature: **G4S SECURE SOLUTIONS (USA) INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same on the ____ day of _____, 2015.

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JACK L. STEPHENS
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARREIRO, CHAIR

_____ DAY OF _____, 2015

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

TERESA MOORE, General Counsel

ATTEST:

G4S SECURE SOLUTIONS (USA) INC.

WITNESS

By _____
PRESIDENT OR VICE PRESIDENT

(Corporate Seal)

_____ DAY OF _____, 2015

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015

AGENDA ITEM REPORT

Consent Regular

JOINT PARTICIPATION AGREEMENT FM #406800-2-58-05
FOR FUNDING TO PROVIDE GRADE CROSSING IMPROVEMENTS
AT NW 25TH STREET FOR THE MIAMI INTERMODAL CENTER (MIC) PROJECT

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) FM #406800-2-58-05 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), in the amount of \$150,000.00 for SFRTA to provide grade crossing improvements at NW 25th Street to support the Miami Intermodal Center (MIC) project.

SUMMARY EXPLANATION AND BACKGROUND:

A Preliminary Hazard Analysis (PHA) identified the need for pedestrian gates and sidewalks on the north and south sides of the highway-rail grade crossing at NW 25th St adjacent to the Miami Intermodal Center (MIC) to provide a physical barrier and warning to pedestrians from train movement at this location. This proposed hazard mitigation has been endorsed by SFRTA, FDOT and the FRA. This Agreement will provide funding to SFRTA to provide two (2) new pedestrian gates and relocate two (2) existing highway crossing gates including any required signage to provide safe pedestrian movement at this location.

Staff is requesting Board approval of the JPA between SFRTA and FDOT, to provide funding for the grade crossing improvement to NW 25th Street.

Department: Engineering and Construction
Project Manager: Michael Lulo

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

FISCAL IMPACT: The state funds will be made available in the FY2014/2015 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1 – FDOT Joint Participation Agreement

Contract Number: _____
CSFA/CFDA Number: 55.014

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

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the South Florida Regional Transportation Authority, a body politic and corporate, an agency of the State of Florida, hereinafter referred to as the 'SFRTA'.

RECITALS:

WHEREAS, the DEPARTMENT is in the process of completing the construction of the Miami Intermodal Center (MIC) Central Station (MCS), which is designed to accommodate various connections, including, but not limited to, commuter and intercity passenger rail and buses; and

WHEREAS, a Preliminary Hazard Analysis (PHA) has identified the need for hazard mitigation improvements at a highway-rail grade crossing at NW 25th Street adjacent to the MIC; and

WHEREAS, both the DEPARTMENT and the SFRTA endorse the proposed hazard mitigation improvements to provide warning and a physical barrier to pedestrians from train movement across the highway-rail grade crossing at NW 25th Street adjacent to the MIC hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 406800-2-58-05, and has agreed to reimburse the SFRTA for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the SFRTA has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The SFRTA shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- b. The SFRTA shall submit this Agreement to its SFRTA Governing Board for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'South Florida Regional Transportation Authority Approval', and is herein incorporated by reference.
- c. The SFRTA shall advertise for bid, let the construction contract, administer, supervise and inspect all aspects of PROJECT construction until completion, and, as further defined in Exhibit "A", 'Scope of Services'. The SFRTA shall complete the PROJECT on or before December 31, 2015. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.
- d. The SFRTA shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any contractor and to approve or disapprove SFRTA employment of same.
- e. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the SFRTA under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- f. The SFRTA shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The SFRTA will make the best efforts to obtain the DEPARTMENT input in its decisions.

- g. The DEPARTMENT shall reimburse the SFRTA for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.
- h. The SFRTA shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), as outlined in Exhibit "B", 'Financial Summary'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the SFRTA authorizing the additional funding shall be executed prior to such costs being incurred.
- b. The DEPARTMENT agrees to pay the SFRTA for the herein described services at a compensation as detailed in this Agreement.
- c. The SFRTA shall furnish the services with which to construct the PROJECT. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless 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.**
- e. The SFRTA shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
 - i. Procure and install 2 railroad pedestrian gates
 - ii. Relocate 2 existing railroad gates
 - iii. Procure and install up to 10 signs to provide direct pedestrians safely through the railroad crossing
- f. Invoices shall be submitted by the SFRTA in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measureable and verifiable units of deliverables as established in Section e above and Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the SFRTA and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified the above Section e has been met.
- h. Travel costs will not be reimbursed.
- i. The SFRTA 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. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the SFRTA. Interest penalties of less than one (1) dollar will not be enforced unless the SFRTA requests payment. Invoices that have to be returned to the SFRTA because of SFRTA 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.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the SFRTA who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (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 SFRTA's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- n. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- o. E-Verify:

The SFRTA/Contractors or Vendors:

- i. 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
- ii. 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.

The SFRTA shall insert the above clause into any contract entered into by the SFRTA with vendors or contractors hired by the SFRTA for purposes of performing its duties under this Agreement.

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the SFRTA expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6202B
Miami, Florida 33172-5800
Attn: Pablo Valin, Senior Contract Analyst
Ph: (305) 470-5285; Fax: (305) 640-7556

To SFRTA: South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano, Florida 33064
Attn: Richard Chess, Director of Finance
Ph: (954) 788-7881; Fax: (954) 942-3321

- b. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

8. EXPIRATION OF AGREEMENT

The SFRTA agrees to complete the PROJECT on or before **December 31, 2015**. If the SFRTA does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the SFRTA and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. INVOICING

The SFRTA will invoice the DEPARTMENT on a monthly basis for completed work. The SFRTA must submit the final invoice on this PROJECT to the DEPARTMENT within 120 days after the expiration of this Agreement. Invoices submitted after **April 30, 2016** will not be paid.

10. AUDITS

State of Florida Single Audit Act requirements as outlined in the attached Exhibit “D”, ‘Audit Reports’, are incorporated herein by reference.

11. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

----- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -----

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY:**

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

BY: _____
**CHAIR, SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) SFRTA EXECUTIVE DIRECTOR

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

SFRTA GENERAL COUNSEL

DISTRICT CHIEF COUNSEL

EXHIBIT “A”

SCOPE OF SERVICES

The PROJECT’s scope of work consists of the following:

Procure and install all improvements to address safe pedestrian movement and gates at the highway-rail grade crossing at N.W. 25th Street adjacent to the Miami Intermodal Center (MIC) as follows:

- Two (2) pedestrian gates for the sidewalk on the South side of the highway-rail grade crossing at NW 25th Street
- Relocation of existing railroad equipment gates
- Necessary Signage to provide warning

PROJECT Limits: Sidewalks along N.W. 25th Street from NW 38th Court to MIC East parking lot

FDOT Financial Project Number: 406800-2-58-05

County: Miami-Dade

FDOT Project Manager: Carl Filer, P.E., District Program Management Administrator & MIC Program Manager

SFRTA Project Manager: Mike Lulo, Engineering & Construction Project Manager

EXHIBIT “B”
FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement are below-listed, for 406800-2-58-05:

Fiscal Year:	Item	Amount	Fund Type
2015/2016	Procure and Install (2) Pedestrian Gates	\$100,000.00	Local Funds
2015/2016	Relocate (2) Existing Crossing Gates and provide new foundations and cabling as required	\$40,000.00	Local Funds
2015/2016	Provide up to 10 signs	\$10,000.00	Local Funds
Total PROJECT Cost Estimate:		\$150,000.00	
<u>DEPARTMENT’s Responsibility:</u>			<u>\$150,000.00</u>

EXHIBIT “C”

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY APPROVAL

To be herein incorporated once approved by the SFRTA Governing Board.

EXHIBIT “D”

AUDIT REPORTS

The administration of resources awarded by the Department to **SFRTA** be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fssa.state.fl.us .

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (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. By entering into this agreement, the recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to **SFRTA** regarding such audit. **SFRTA** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department’s Office of Inspector General (OIG) and Florida’s Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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 1 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, as revised.
3. If the recipient 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. However, if the recipient 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 recipient 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

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

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 Entity Audits) or 10.650 (Florida Single Audit Act: Audits Nonprofit and For-profit Organizations), Rules of the Auditor General. EXHIBIT 1 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 of Exhibit "D" of this Agreement, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 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 \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than 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

The recipient 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.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- B. 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

- 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 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

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

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street

Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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 PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient 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 state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state 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.

EXHIBIT - 1

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

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

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

FEDERAL RESOURCES

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

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.014 – Intermodal Development Grant	\$150,000.00

Compliance Requirements

1. 55.014 Intermodal Development Program
2. Agreement Specifications
- 3.

Matching Resources for Federal Programs

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

- 1.
- 2.
- 3.

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 Exhibit 1 be provided to the recipient.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015

AGENDA ITEM REPORT

Consent Regular

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIVE-YEAR SHUTTLE BUS SERVICE AND FINANCIAL PLAN

REQUESTED ACTION:

MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) Shuttle Bus Service and Financial Plan for fiscal year (FY) 2016-2020.

SUMMARY EXPLANATION AND BACKGROUND:

SFRTA is responsible for developing a new SFRTA Five-Year Shuttle Bus Service and Financial Plan (Shuttle Bus Plan) on an annual basis. This Shuttle Bus Plan is the product of ongoing planning, monitoring, and both internal and external coordination efforts to increase productivity of the Tri-Rail shuttle bus system. An Executive Summary of the proposed Shuttle Bus Plan is included as Exhibit 1 and the Shuttle Bus Financial Plan for FY 2016 - 2020 is included as Exhibit 2.

In addition, maps for all SFRTA shuttle bus routes can be found online at <http://www.tri-rail.com/shuttles>. The Shuttle Bus Plan is expected to be endorsed by SFRTA's Planning Technical Advisory Committee (PTAC) at their February 18, 2015 meeting.

Department: Planning and Capital Development Department Director: William L. Cross, P.E.
Project Manager: Loraine Cargill Procurement Director: Christopher Bross

FISCAL IMPACT: Funds needed for implementing the proposed Shuttle Bus Plan are available in the FY 2015-2016 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1 – SFRTA Five-Year Shuttle Bus Plan Executive Summary
Exhibit 2 – Draft SFRTA Five-Year Shuttle Bus Service and Financial Plan (FY 2016-2020)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIVE-YEAR SHUTTLE BUS SERVICE AND FINANCIAL PLAN

Recommended by: [Signature] 2/20/15
Department Director Date

Approved by: [Signature] 2/20/15
Procurement Director Date

Authorized by: [Signature] 2/20/15
Executive Director Date

Approved as to form by: [Signature] 2-20-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No

Mayor Tim Ryan Yes No

Commissioner Bruno Barreiro Yes No

Andrew Frey Yes No

James A. Cummings Yes No

Nick A. Inmadar Yes No

Frank Frione Yes No

Jim Scott Yes No

Marie Horenburger Yes No

James A. Wolfe, P.E Yes No

Executive Summary - SFRTA Five Year Shuttle Bus Service and Financial Plan

Over the last four (4) years, the SFRTA shuttle bus program has continued to become more efficient and productive with nearly one million riders systemwide. The shuttle bus program has fostered successful partnerships, has implemented some route modifications, and has increased visibility through improved marketing, new route maps and website improvements.

The shuttle bus plan is fiscally constrained for the next five years, due to expiring grant funding on some routes in FY 2017. Identifying replacement funding for the “sunsetting” Job Access and Reverse Commute (JARC) funds in July 2016 is currently the shuttle program’s top financial priority. Also, the existing shuttle bus contract with Keolis is expiring on December 31, 2015. The new shuttle bus operations contract potentially will result in increased costs. Some of the highlights of the plan include:

- Introduction of bigger buses to relieve capacity concerns on the Fort Lauderdale 1 Route (Broward Blvd.) and the Fort Lauderdale Airport route.
- A new funding partnership with the City of Boca Raton to operate additional service on the existing Boca Center route.
- A continuation of the partnership with the City of Fort Lauderdale for operation of the Uptown Shuttle.
- A continuation of the partnership with the Downtown Fort Lauderdale Transportation Management Association (DFLTMA)
- A continuation of the partnership with South Florida Education Center Transportation Management Association (SFECTMA) to fund operation of the SFEC shuttle route.

The SFRTA Planning and Operations departments actively monitor the shuttle system’s performance and compare that performance against the SFRTA’s passenger-per-hour performance standard of seven (7) passengers-per-hour. Currently, all routes are exceeding the minimum performance standard of seven (7) passengers-per-hour. Shuttle bus schedules and maps for services currently in operation can be found online at <http://www.tri-rail.com/shuttles/>.

Since 2011, the SFRTA shuttle bus system has seen consistent yearly ridership increases. Over the past three years, monthly ridership has nearly doubled from approximately 45,000 to over 90,000. Below is a graph which depicts ridership growth from January 2011 thru December 2014.

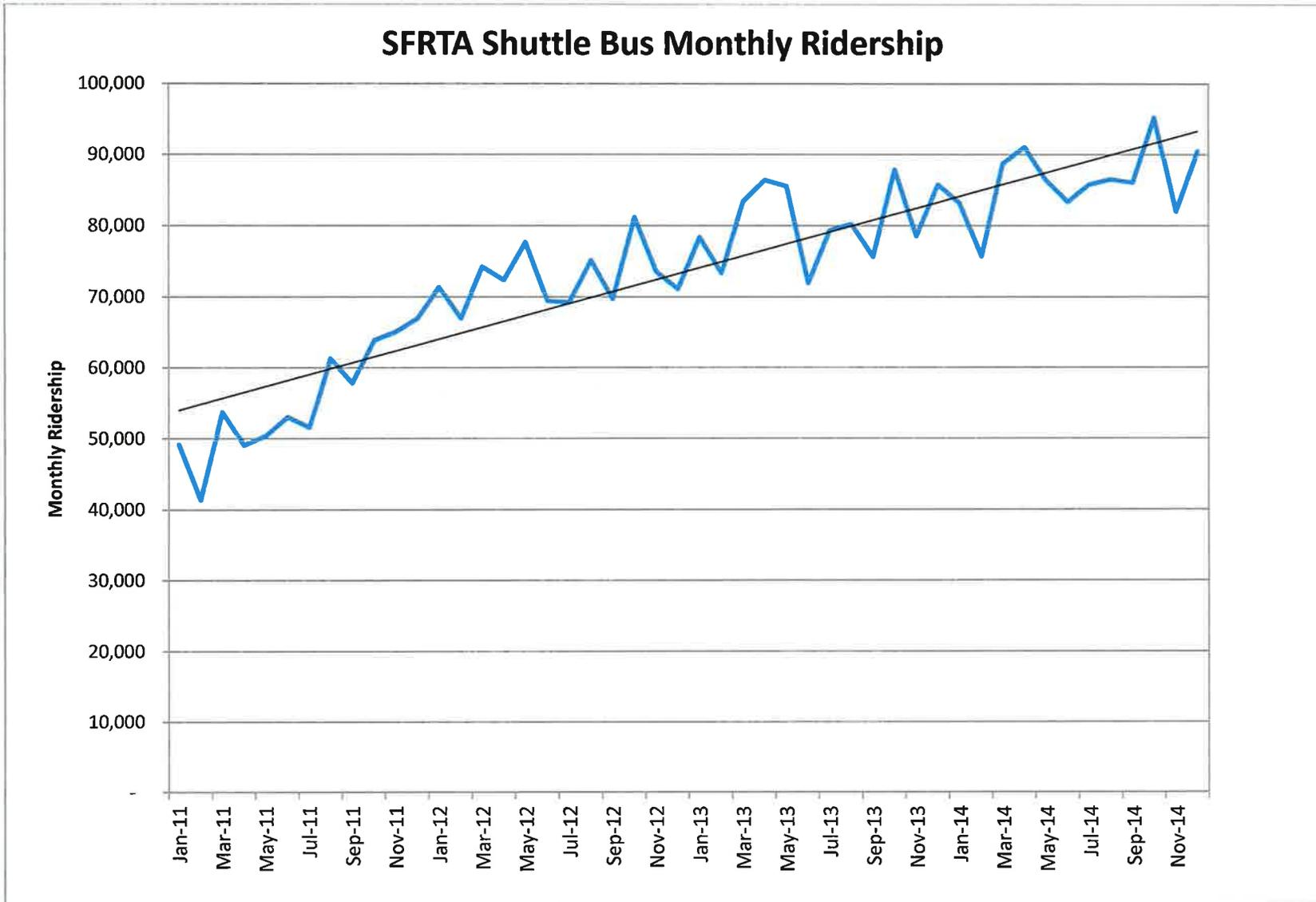


Exhibit 2- DRAFT SFRTA Five Year Shuttle Bus Service and Financial Plan (FY 2016 Thru FY 2020)

Line		Proposed 2016	2017	2018	2019	2020	
Revenues	1	Funding Sources					
	2	\$ 5,306,140	\$ 4,863,591	\$ 4,844,148	\$ 4,940,923	\$ 5,037,699	
	3	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
	4	\$ 94,738	\$ -	\$ -	\$ -	\$ -	
	5	\$ 181,773	\$ -	\$ -	\$ -	\$ -	
	6	\$ 449,722	\$ -	\$ -	\$ -	\$ -	
	7	\$ 110,884	\$ 110,884	\$ -	\$ -	\$ -	
	8	Total Revenues	\$ 6,132,373	\$ 4,963,591	\$ 4,944,148	\$ 5,040,923	\$ 5,137,699
Expenses	9	Tri-Rail Shuttle Routes (Operated by SFRTA)					
	10	\$ 210,957	\$ 217,286	\$ 223,615	\$ 229,944	\$ 236,272	
	11	\$ 114,418	\$ 117,850	\$ 121,283	\$ 124,715	\$ 128,148	
	12	\$ 114,418	\$ 117,850	\$ 121,283	\$ 124,715	\$ 128,148	
	13	\$ 128,720	\$ 132,581	\$ 136,443	\$ 140,305	\$ 144,166	
	14	\$ 128,720	\$ 132,581	\$ 136,443	\$ 140,305	\$ 144,166	
	15	\$ 235,986	\$ 243,066	\$ 250,145	\$ 257,225	\$ 264,305	
	16	\$ 239,562	\$ 246,749	\$ 253,936	\$ 261,122	\$ 268,309	
	17	\$ 178,778	\$ 184,141	\$ 189,504	\$ 194,867	\$ 200,231	
	18	\$ 503,697	\$ 625,301	\$ 643,514	\$ 661,727	\$ 679,939	
	19	\$ 1,017,050	\$ 1,047,562	\$ 1,078,073	\$ 1,108,585	\$ 1,139,096	
	20	\$ 96,540	\$ 99,436	\$ 102,332	\$ 105,228	\$ 108,125	
	21	Sub-Total	\$ 2,968,845	\$ 3,164,404	\$ 3,256,571	\$ 3,348,738	\$ 3,440,905
	22	Approved JARC Shuttle Routes (Operated by SFRTA)					
	23	\$ 189,504	\$ -	\$ -	\$ -	\$ -	
	24	\$ 181,889	\$ -	\$ -	\$ -	\$ -	
	25	\$ 379,008	\$ -	\$ -	\$ -	\$ -	
	26	Sub-Total	\$ 750,402	\$ -	\$ -	\$ -	\$ -
	27	Partnerships/Payments (Not operated by SFRTA)					
	28	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	
	29	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	
	30	\$ 140,000	\$ -	\$ -	\$ -	\$ -	
	31	\$ 181,773	\$ -	\$ -	\$ -	\$ -	
	32	\$ 161,509	\$ -	\$ -	\$ -	\$ -	
	33	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	
	34	\$ 75,000	\$ -	\$ -	\$ -	\$ -	
	35	\$ 110,684	\$ 110,684	\$ -	\$ -	\$ -	
	36	Sub-Total	\$ 2,097,298	\$ 1,539,016	\$ 1,428,332	\$ 1,428,332	\$ 1,428,332
	37	Other					
	38	\$ 290,827	\$ 235,171	\$ 234,245	\$ 238,853	\$ 243,462	
39	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		
40	Sub-Total	\$ 315,827	\$ 260,171	\$ 259,245	\$ 263,853	\$ 268,462	
41	Total Expenses	\$ 6,132,373	\$ 4,963,591	\$ 4,944,148	\$ 5,040,923	\$ 5,137,699	
42	Revenue Surplus/Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	

ASSUMPTIONS:

Red cells indicate discontinuation of funding.

Base Rate - \$55 per hour - 3% Yearly Increase to Contract Hourly Rate on SFRTA-operated routes.

Lines 4,6, 23-25: JARC Routes (FL-2,FL-3, OPA-S) due to sunset - Funding needed for FY17 and beyond.

Lines 7 and 35: Additional Boca Raton Shuttle 1 Enhanced Service to be approximately 100% reimbursed for 2 years.

Line 18: FL-1 moves to 2 buses operating seven days a week in FY 17 for JARC sunset mitigation of FL-2, FL-3.

Lines 18 and 19: New larger buses on FLL Airport and Fort Lauderdale 1 Routes at \$68 per hour operating rate.

Lines 30, 32 and 34: Expiring funding partnerships (APOC, TMA, Delray Roundabout) not renewed.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015

AGENDA ITEM REPORT

Consent Regular

EXTENSION OF OPERATING AGREEMENT WITH
CITY OF FORT LAUDERDALE
FOR COMMUNITY BUS SERVICES "UPTOWN SHUTTLE LINK"

REQUESTED ACTION:

MOTION TO APPROVE: One-year extension of Operating Agreement with the City of Fort Lauderdale for the Uptown Shuttle Link for continued midday shuttle bus service originating from SFRTA's Cypress Creek Tri-Rail Station.

SUMMARY EXPLANATION AND BACKGROUND:

On February 28, 2014, the SFRTA Governing Board approved a one year Operating Agreement between the City of Fort Lauderdale and SFRTA to provide a midday shuttle bus service originating from SFRTA's Cypress Creek Tri-Rail Station (Exhibit 1.) The base term of the agreement was for one year commencing on March 1, 2014 with an option for two one-year extensions.

The Uptown Shuttle Link circulates from the Cypress Creek Tri-Rail station to surrounding restaurants, shops, educational campuses, the Fort Lauderdale Executive Airport, and other destinations (Exhibit 2.) The goal is to create a link for neighbors, commuters, students, employees, and visitors in the Uptown Fort Lauderdale area.

Ridership for the first-quarter of fiscal year 2015 averaged 456 passengers per month compared to 323 passengers per month during the first six months of service. The route experienced its highest ridership at 520 passengers per month in October following a promotional campaign, which included providing riders with coupons from Cypress Creek area restaurants.

(Continued on page 2)

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

FISCAL IMPACT: There is no fiscal impact on SFRTA Operating Budget

EXHIBITS ATTACHED: Exhibit 1 – Operating Agreement with City of Fort Lauderdale
Exhibit 2 – Uptown Link Shuttle Bus Schedule and Route
Exhibit 3 - Addendum to Operating Agreement

EXTENSION OF OPERATING AGREEMENT WITH
CITY OF FORT LAUDERDALE
FOR COMMUNITY BUS SERVICES "UPTOWN SHUTTLE LINK"

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Funding for the Uptown Shuttle Link is provided by a Transit Corridor Grant (181,773) from the Florida Department of Transportation (FDOT). A second year of funding was approved by FDOT on December 2, 2014. The City will reimburse SFRTA for 100% of the contracted rate of this service.

EXTENSION OF OPERATING AGREEMENT WITH
CITY OF FORT LAUDERDALE
FOR COMMUNITY BUS SERVICES "UPTOWN SHUTTLE LINK"

Recommended by: [Signature] 2/20/15 Department Director Date
Approved by: [Signature] 2/20/15 Procurement Director Date

Authorized by: [Signature] 2/20/15 Executive Director Date
Approved as to Form by: [Signature] 2-20-15 General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mayor Tim Ryan	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	Nick A. Inamdar	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	Jim Scott	<input type="checkbox"/> Yes <input type="checkbox"/> No
Andrew Frey	<input type="checkbox"/> Yes <input type="checkbox"/> No	James A. Wolfe, P.E.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Frank Frione	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Marie Horenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No		

AGREEMENT
Between
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
And
CITY OF FORT LAUDERDALE
For
THE OPERATION OF COMMUNITY BUS SERVICE
FOR THE UPTOWN SHUTTLE LINK

THIS AGREEMENT (the "Agreement") is by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33rd St., Pompano Beach, Florida 33064 (hereinafter referred to as the "SFRTA"), and the CITY OF FORT LAUDERDALE, 100 N. Andrews Avenue, Fort Lauderdale, FL (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the CITY has received Florida Department of Transportation ("FDOT") Transit Corridor Grant funding for one (1) year to provide a midday community bus service originating from SFRTA's Cypress Creek Tri-Rail Station (the "Uptown Shuttle Link"), with two one-year extension options; and

WHEREAS, SFRTA wishes to assist the CITY by operating the proposed service for the Uptown Shuttle Link for a period not to exceed three (3) years with SFRTA's Cypress Creek Tri-Rail Station as the route's point of origin to provide enhanced service coverage and hours 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 – COMMUNITY BUS SERVICES

SFRTA shall operate the Uptown Shuttle Link based on the "Service Routes and Operating Hours" identified on Exhibit "A" of this Agreement. The CITY may request service route changes during the period of this contract and shall provide SFRTA with sixty (60) days' written notice of any proposed change to give SFRTA time coordinate the route change with its shuttle bus service contractor. In no event shall any route change exclude SFRTA's Cypress Creek Tri-Rail Station as the route's point of origin. SFRTA shall not make any changes to the route service without prior written consent from the CITY.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties. The term of this Agreement shall be for one (1) year commencing on March 1, 2014 with an option to extend

annually for a period not-to-exceed three (3) total years expiring no later than March 1, 2017.

If the **CITY** or **SFRTA** elects to terminate this Agreement prior to the end of the three-year period, it shall provide notice of termination in accordance with Paragraph 6.3. **SFRTA** and the **CITY** acknowledge that continued operation of the Uptown Shuttle Link is funded wholly by the **FDOT** grant and withdrawal of that grant shall be sufficient cause for the termination of this Agreement.

ARTICLE 3 – COMPENSATION

3.1 **CITY** shall provide payment to **SFRTA** at **SFRTA**'s actual contracted hourly rate for shuttle bus service. The current **SFRTA** Shuttle Bus Contractor's contract rate of \$55.00 per revenue hour (hereinafter referred to as ("Contract Rate") will apply from execution of this Agreement and is subject to change annually on July 1st of every year of this Agreement (or such other date provided for in existing and future **SFRTA**'s Shuttle Bus Contractor contracts based upon changes in the Contract Rate. Under no circumstance shall **SFRTA** provide shuttle bus service to the **CITY** at a cost below **SFRTA**'s actual contract rate. **SFRTA** shall provide notice of the annual Contract Rate to the **CITY** within ten (10) days of any agreed modification between **SFRTA** and their Shuttle Bus Contractor. The **CITY** shall have forty-five (45) days upon receiving the Contract Rate to terminate this Agreement due to such Rate change.

3.2 **SFRTA** shall invoice the **CITY** quarterly for bus operations 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 Transit Corridor Grant requirements for payment by **FDOT** so that the **CITY** may be reimbursed by the grant. 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**'s Board of Commissioners.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 The **CITY**'s Project Manager for this Agreement shall be the Director of the Transportation and Mobility Department of the **CITY** or designee. **SFRTA**'s Project Manager shall be the Operations Project Manager, or designee.

4.2 **SFRTA** shall provide monthly and annual reports to the **CITY** to enable the **CITY** to report the shuttle bus route operating data as part of its National Transit Database (NTD) reporting responsibilities. **SFRTA** shall make all data routinely collected by the Shuttle Bus Contractor or **SFRTA** available to the **CITY** but is not responsible for preparing or transmitting NTD reports.

4.3 **SFRTA** shall be responsible for meeting all relevant FDOT Transit Corridor Grant requirements, incorporated by reference and attached hereto as Exhibit "B".

ARTICLE 5 – INSURANCE

5.1 **SFRTA** shall require its community bus contractor to carry liability and automobile insurance coverage with the same limits it requires for **SFRTA**'s other shuttle bus routes or the limits required by the FDOT Transit Corridor Grant, whichever is greater. **SFRTA** will also require that its shuttle bus operations contractor name the **CITY** and FDOT as an additional insured 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 **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 additional period authorized by **SFRTA**. In the event that the **CITY** shall not have cured said default by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to **CITY**.

6.3 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 shuttle bus operations performed up to the date of termination for which SFRTA has not been previously paid.

ARTICLE 7 – CHANGES AND MODIFICATIONS

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

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

7.3 All contracts and agreements entered into by SFRTA and/or the CITY relative to this service, excluding SFRTA's existing and future shuttle bus contracts, are subject to review and approval by FDOT prior to execution of this Agreement and FDOT Transit Corridor Grants.

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 Fort Lauderdale
Attn: Transportation & Mobility Director
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

with a copy to:
City of Fort Lauderdale
Attn: City Attorney
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

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

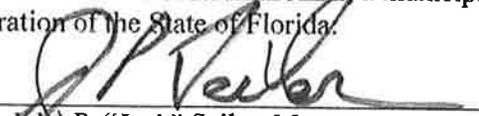
The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

ARTICLE 13- SOVEREIGN IMMUNITY

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

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

CITY OF FORT LAUDERDALE, a municipal Corporation of the State of Florida.

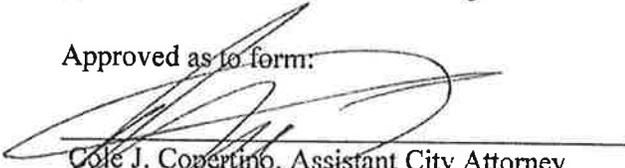
By: 
John P. "Jack" Seiler, Mayor

By: 
Lee R. Feldman, City Manager

(CORPORATE SEAL)

ATTEST:

Jonda K. Joseph, City Clerk

Approved as to form:

Cole J. Copertino, Assistant City Attorney

ATTEST:

Jack Stephens, Interim Executive Director

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
By: 
Steven Abrams, Chair

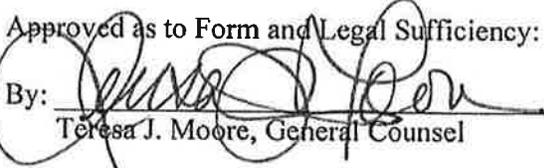
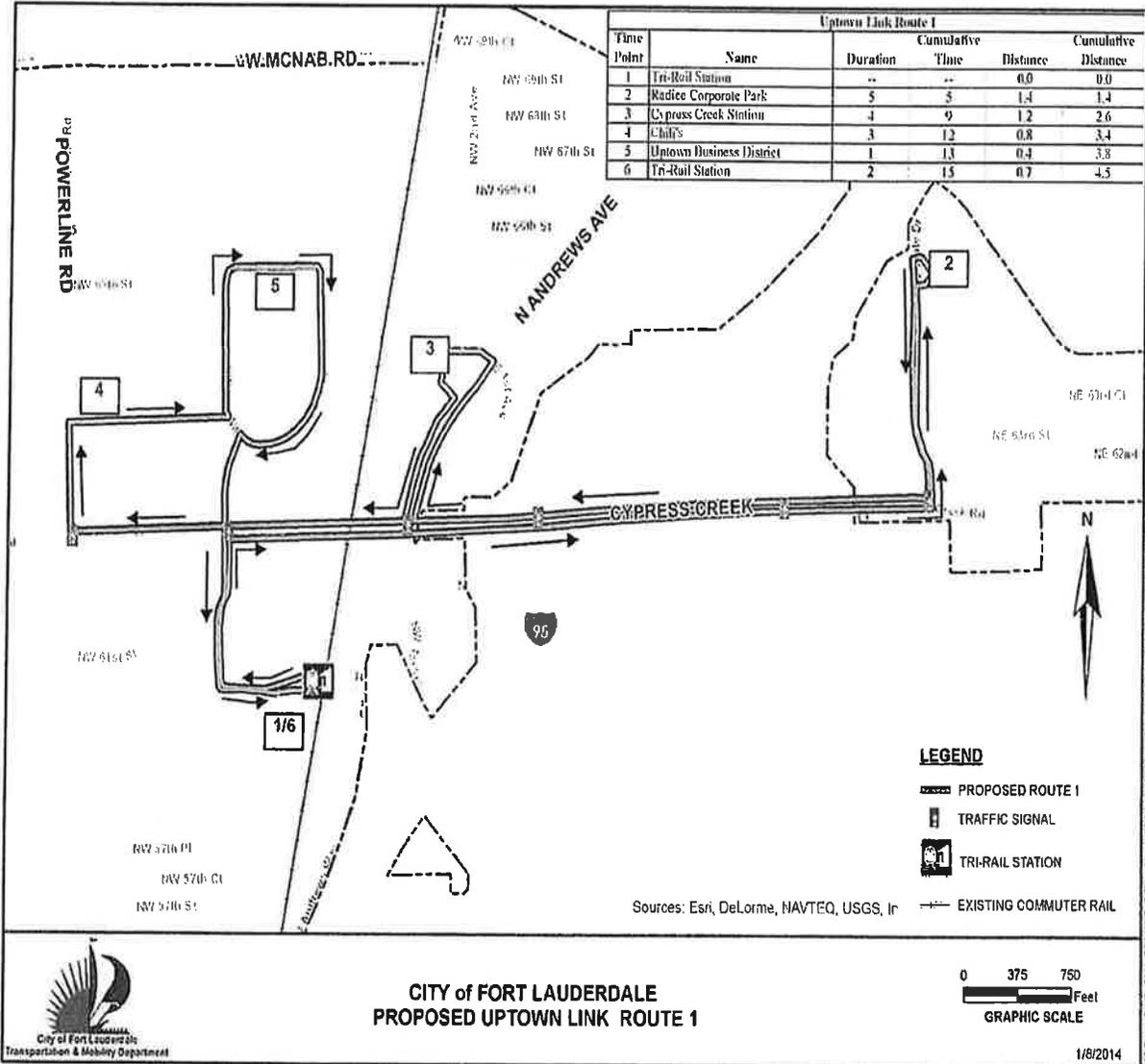
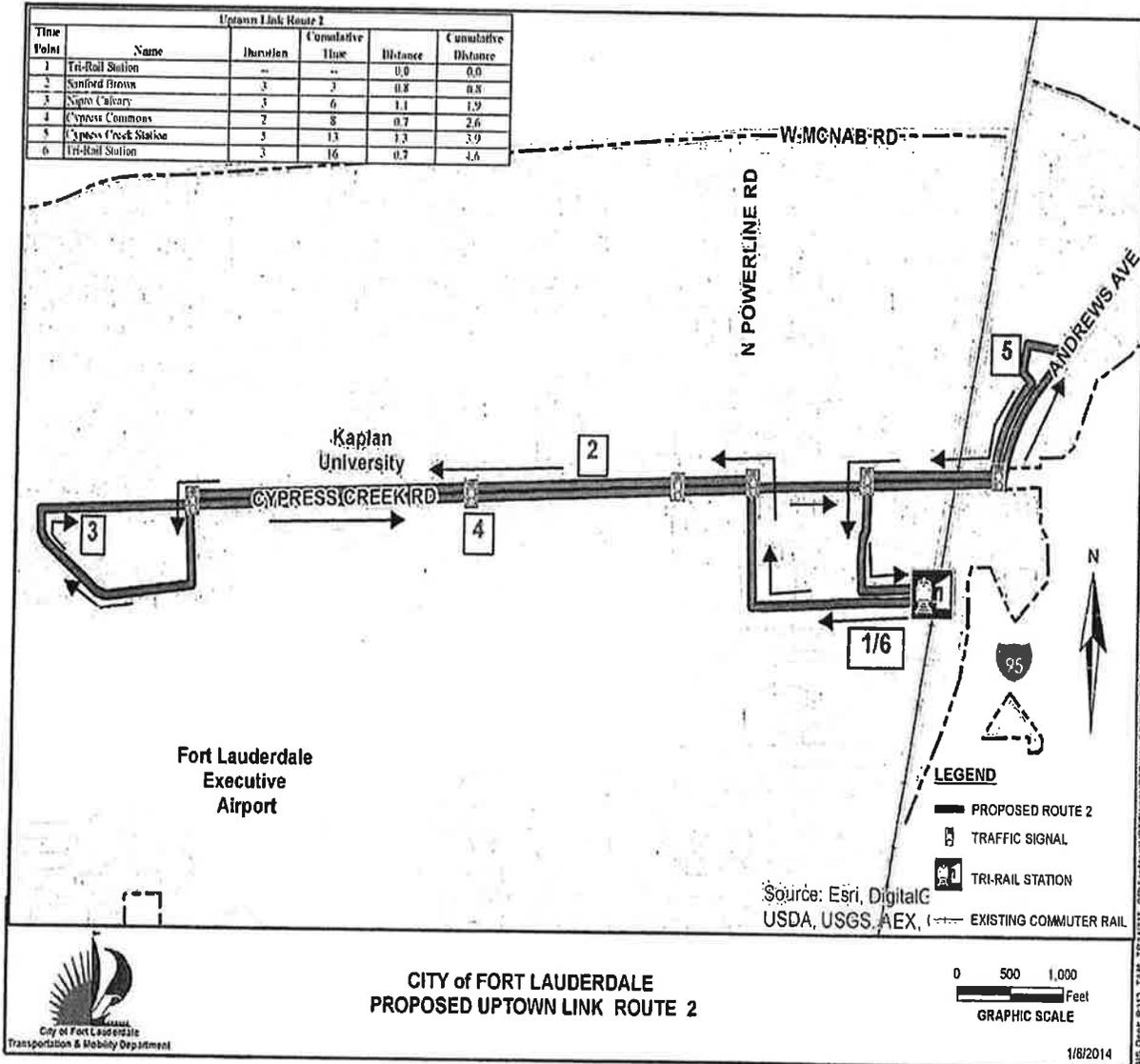
Approved as to Form and Legal Sufficiency:
By: 
Teresa J. Moore, General Counsel

EXHIBIT "A"
UPTOWN LINK ROUTES
SERVICE ALIGNMENT
AND OPERATING HOURS



Uptown Link Map - Route 1
 Service Hours - 10:00AM - 3:00PM- Monday - Friday

EXHIBIT "A"
UPTOWN LINK ROUTES
SERVICE ALIGNMENT
AND OPERATING HOURS



Uptown Link Map - Route 2
 Service Hours - 10:00AM - 3:00PM - Monday - Friday

EXHIBIT "B"
FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSIT CORRIDOR GRANT



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.
SECRETARY

January 14, 2014

Ms. Darlene Pfeiffer
Business Manager
Transportation and Mobility Department
City of Ft Lauderdale
290 NE 3rd Street
Ft Lauderdale, FL 33301

Subject:	FM# 434481-1-94-01 Contract ARA45	New Trolley Capital Grant
	FM# 434480-1-84-01 Contract ARA50	Downtown Route Op Grant
	FM# 434571-1-84-01 Contract ARA49	Beach Link Op Grant
	FM# 434482-1-84-01 Contract ARA44	Uptown Op Grant

Dear Ms. Pfeiffer:

Enclosed are two (2) fully executed Joint Participation Agreements (JPAs) for each of the above referenced projects. Please keep this office advised of the progress on this project as required by the JPA.

In accordance with Paragraph 18.00, at expiration, any unused funds will be unencumbered and the contract will be canceled. If the contract needs to be extended, please notify us in writing at least 60 days prior to the expiration date. In addition, paragraph 18.10 requires final invoicing within 120 days after the contract expiration date.

Should you have any questions regarding this Agreement, please call me at (954) 777-4661.

Sincerely,

Jayne A. Pietrowski, AICP
Senior Transit Coordinator
Office of Modal Development

encl

cc: File

www.dot.state.fl.us

JOINT PARTICIPATION AGREEMENT

Financial Project No.: 434482-1-84-01 <small>(item-segment-phase-sequence)</small>	Fund: DPTO Function: 215 Federal No.: DUNS No.: 80-939-7102	FLAIR Approp.: 088774 FLAIR Obj.: 750013 Org. Code: 55042010429 Vendor No.: VF596000319044
Contract No.: <u>ADA 44</u> CFDA Number:	Agency DUNS No.: 018056569	CSFA Number: 55013
CFDA Title:		CSFA Title: Transit Corridor

THIS AGREEMENT, made and entered into this 23 day of December 2013,

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 Ft. Lauderdale
100 N. Andrews Avenue, Ft. Lauderdale FL

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 12/31/15 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341 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 one year of operating funds for shuttle service for new route connecting to Tri-Rail's Cypress Creek Road station to fill service gap approximately 10:00 a.m. to 3:00 p.m Monday-Friday, to relieve vehicular congestion. The total amount may be supplemented for two additional years of operation funding 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 \$ 181,773.00. 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 \$ 181,773.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

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

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement; 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.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against 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.

6.20 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.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". 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.

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

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

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

7.60 Audit 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.

7.61 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.

7.62 Audits:

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

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 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 West Commercial Boulevard
Ft. Lauderdale, FL.33309-3421

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 West Commercial Boulevard
Ft. Lauderdale, FL.33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, 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 West Commercial Boulevard
Ft. Lauderdale, FL.33309-3421

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

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

FDOT District 4
Office of Modal Development
3400 West Commercial Boulevard
Ft. Lauderdale, FL.33309-3421

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

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

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

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

FDOT District 4
Office of Modal Development
3400 West Commercial Boulevard
Ft. Lauderdale, FL.33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 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.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

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

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

8.00 Requisitions and Payments:

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

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

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

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

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

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

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

or

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

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

8.30 Disallowed Costs: In determining the amount of the payment, 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, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs involved prior to receipt of annual notification of fund availability.

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

9.00 Termination or Suspension of Project:

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

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

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

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

12.00 Contracts of the Agency:

12.10 Third Party Agreements: 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 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

12.20 Procurement of Personal Property and Services

12.21 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.

12.22 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 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 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.*)

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

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

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.

13.60 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.

14.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, 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.

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

17.00 Appropriation of Funds:

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

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/15. 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 _____. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

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

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify:

Vendors/Contractors:

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

26.00 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

FDOT

City of Ft. Lauderdale

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

See attached Encumbrance Form for date of Funding Approval by Comptroller 12-26-13

Lawrence C. Meyer

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Gerry O'Reilly

Gerry O'Reilly

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

**See additional City signatures
on next page**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson
Jeanette A. Johnson
Print Name

Celia Olmedo
Celia Olmedo
Print Name

By [Signature]
Mayor

By [Signature]
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

Financial Project No. 434482-1-84-01

Contract No. ARR44

Agreement Date 23 December 2013

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 Ft. Lauderdale
100 N. Andrews Avenue, Ft. Lauderdale FL
referenced by the above Financial Project Number.

PROJECT LOCATION:

Broward County, FL.

PROJECT DESCRIPTION:

Shuttle service operating a new route connecting to Tri-Rail's Cypress Creek Road station to fill service gap approximately 10:00 a.m. to 3:00 p.m Monday-Friday, to relieve vehicular congestion. Tri-Rail currently has commuter service before and after those times but no service currently exists mid-day for off-hour employees, students, and residents.

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.

If the project scope changes, the FDOT project manager must be notified in writing, including but not limited to: route change/length, number and/or size of vehicles, operating hours, fares, number of stops, headway, funding, etc.

DELIVERABLES:

- 1.) Quarterly reports, ridership logs, and complaint logs are to be submitted every three months.
- 2.) A detailed five-year project budget or pro-forma that delineates all operating and capital expenses associated with the project, clearly defines the expenses associated with the project as it relates to this grant and proposed/projected revenue stream.
- 3.) A copy of the service area or route map and/or schedules.
- 4.) Copy of any third party agreement that is paid for in whole or part with Service Development or Transit Corridor grant funds, please see section 12.0 of JPA. This includes but is not limited to, purchased transportation services. All third party contracts must be reviewed by FDOT prior to issuance.
- 5.) Site visits and route field review may be required by the state project manager to monitor the progress of the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Contract No. 12RA44

Agreement Date 23 December 2013

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 Ft. Lauderdale

100 N. Andrews Avenue, Ft. Lauderdale FL

referenced by the above Financial Project Number.

I.	PROJECT COST:								\$181,773.00
	TOTAL PROJECT COST:								\$181,773.00
II.	PARTICIPATION:								
	Maximum Federal Participation	(%	or	\$				
	Agency Participation								
	In-Kind	(%	or	\$				
	Cash	(%	or	\$				
	Other	(%	or	\$				
	Maximum Department Participation,								
	Primary								
	DPTO	(100	%	or	\$		\$	181,773.00
	Federal Reimbursable	(%	or	\$				
	Local Reimbursable	(%	or	\$				
	TOTAL PROJECT COST:								\$181,773.00

Contract No. AA444
Agreement Date 23 December 2013

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 Ft. Lauderdale

100 N. Andrews Avenue, Ft. Lauderdale FL

referenced by the above Financial Project Number.

Reference statutes as applicable.

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

Safety Requirements

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

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

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

Financial Project No. 434482-1-84-01
 Contract No. WRP44
 Agreement Date 23 December 2013

EXHIBIT "D"

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

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

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

FEDERAL RESOURCES

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

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55013	\$181,773.00
<u>Compliance Requirements</u>		

Matching Resources for Federal Programs

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

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

UPTOWN LINK SHUTTLE BUS SCHEDULE | MONDAY - FRIDAY | 10 AM TO 3 PM



North Train Arrives	South Train Arrives	Bus Departs Tri-Rail	Powerline Rd. & NW 63rd St.	Citrix Loop	Cypress Creek Plaza Shops	Kaplan University	Calvary Chapel	Kaplan University	Cypress Creek Plaza Shops	Bus Arrives Tri-Rail	North Train Departs	South Train Departs
+	9:58	10:05	10:08	10:10	10:15	10:20	10:22	10:25	10:30	10:35	+	10:58
10:16	+	10:35	10:38	10:40	10:45	10:50	10:52	10:55	11:00	11:05	11:16	+
+	10:58	11:05	11:08	11:10	11:15	11:20	11:22	11:25	11:30	11:35*	12:16	11:58
11:16	+	11:50	11:53	11:55	12:00	12:05	12:07	12:10	12:15	12:20	+	+
+	11:58	12:20	12:23	12:25	12:30	12:35	12:37	12:40	12:45	12:50	1:16	12:58
12:16	+	12:50	12:53	12:55	1:00	1:05	1:07	1:10	1:15	1:20 *	+	1:58
1:16	12:58	1:35	1:38	1:40	1:45	1:50	1:52	1:55	2:00	2:05	2:16	+
+	1:58	2:05	2:08	2:10	2:15	2:20	2:22	2:25	2:30	2:35	+	2:58
2:16	+	2:35	2:38	2:40	2:45	2:50	2:52	2:55	3:00	3:05	3:16	3:58

* Note: Bus has 15 minute layover at the Tri-Rail Station
 (+) = No train connectivity
 Effective Date: March 17, 2014



North Train Arrives	South Train Arrives	Bus Departs Tri-Rail	Radice Corporate Park	Cypress Creek Plaza Shops	Powerline Road & NW 63rd Street	Citrix Loop	Bus Arrives Tri-Rail	North Train Departs	South Train Departs
+	9:58	10:05	10:10	10:15	10:19	10:20	10:25	+	+
10:16	+	10:25	10:30	10:35	10:39	10:40	10:45	+	10:58
+	+	10:45	10:50	10:55	10:59	11:00	11:05	11:16	+
+	10:58	11:05	11:10	11:15	11:19	11:20	11:25*	+	11:58
11:16	+	11:40	11:45	11:50	11:54	11:55	12:00	12:16	+
+	11:58	12:05	12:10	12:15	12:19	12:20	12:25	+	+
12:16	+	12:25	12:30	12:35	12:39	12:40	12:45	+	12:58
+	+	12:45	12:50	12:55	12:59	1:00	1:05	1:16	+
+	12:58	1:05	1:10	1:15	1:19	1:20	1:25*	+	1:58
1:16	+	1:40	1:45	1:50	1:54	1:55	2:00	2:16	+
+	1:58	2:05	2:10	2:15	2:19	2:20	2:25	+	+
2:16	+	2:25	2:30	2:35	2:39	2:40	2:45	+	2:58
+	+	2:45	2:50	2:55	2:59	3:00	3:05	3:16	+

* Note: Bus has 15 minute layover at the Tri-Rail Station
 (+) = No train connectivity
 Effective Date: March 17, 2014

COMMENTS AND SUGGESTIONS:
 (954) 828-8000
www.fortlauderdale.gov/customerservice



If you would like this publication in an alternate format, please call (954) 828-4755 or email webmaster@fortlauderdale.gov.
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PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED
 Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call (954) 828-3794 to file a Title VI discrimination complaint or write to Title VI Coordinator, City of Fort Lauderdale, Transportation and Mobility Department, 290 N.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

R4
E43

**FIRST ADDENDUM TO THE OPERATION OF COMMUNITY BUS
AGREEMENT FOR THE UPTOWN SHUTTLE LINK BETWEEN SOUTH
REGIONAL TRANSPORTATION AUTHORITY AND THE CITY OF
LAUDERDALE, FLORIDA**

THIS FIRST ADDENDUM to The Operation for Community Bus Service Agreement (the “Agreement”) between the South Florida Regional Transportation Authority, (“SFRTA”), and the City of Fort Lauderdale, a Florida municipality, (“City”), is entered into this _____ day of February, 2015.

RECITALS

WHEREAS, on March 1, 2014, the City and SFRTA entered into an Agreement to provide assistance to the City by operating the proposed service for the Uptown Shuttle Link for a period not to exceed three (3) years with SFRTA’s Cypress Creek Tri-Rail Station as the route’s point of origin to provide enhanced service coverage and hours for Tri-Rail’s passengers.

WHEREAS, Article 2 of the Agreement provides the term of the Agreement shall be for one (1) year commencing on March 1, 2014 with an option to extend for a period not-to-exceed three (3) total years expiring no later than March 1, 2017.

WHEREAS, the parties desire to extend the term of the current agreement for an additional year.

AGREEMENT

NOW THEREFORE, as a First Addendum to the Agreement, the City and SFRTA hereby agree as follows:

IN WITNESS WHEREOF, the City and SFRTA execute this First Addendum to the Agreement, as follows:

1. Section 2 of the Agreement, dated March 1, 2014 is hereby amended to extend the contract termination from March 1, 2015 to March 1, 2016.
2. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page to follow.]

CITY OF FORT LAUDERDALE, a
municipal Corporation of the State of
Florida.

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph, City Clerk

Approved as to form:

Cole J. Copertino, Assistant City Attorney

(CORPORATE SEAL)

ATTEST:

Jack Stephens, Executive Director

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Bruno Barreiro, Chair

Approved as to Form and Legal Sufficiency:

By: _____
Teresa J. Moore, General Counsel

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015AGENDA ITEM REPORT Consent RegularPURCHASE OF PARCEL FROM THE PORT OF PALM BEACH DISTRICT FOR NEW
NORTHERN LAYOVER FACILITYREQUESTED ACTION:

MOTION TO APPROVE: Purchase and Sale Agreement (Agreement) to purchase a 2.86-acre parcel from the Port of Palm Beach District (Port) required for storm water retention and to provide driveway access to the new Northern Layover Facility.

SUMMARY EXPLANATION AND BACKGROUND:

South Florida Regional Transportation Authority (SFRTA) is planning for the development of a new Northern Layover and Light Maintenance Facility (Layover Facility) to improve the efficiency of current Tri-Rail operations and to accommodate our current and future needs, which includes additional and longer train sets. In 2010, a SFRTA study identified the area of Mission Spur in Palm Beach County as the best location for the proposed Layover Facility. The proposed project site lays on public property including the South Florida Rail Corridor (SFRC) and a parcel owned by the Port of Palm Beach District (Port). The Port's parcel is required for storm water retention and to provide driveway access to the project site.

SFRTA staff has been coordinating with the Port on the proposed acquisition of its 2.86-acre parcel located in the City of Riviera Beach. SFRTA offered to purchase the Port's parcel at the appraised market value agreed upon of \$340,000. SFRTA developed an Agreement for Purchase and Sale (Agreement) specifying some key terms including the purchase price of \$340,000, a sixty (60) day inspection period after entering into the Agreement, and a closing date on or before April 30, 2015. SFRTA's total costs, not to exceed \$400,000, include the purchase price, survey and inspection costs, attorney fees, and all title examination costs and premiums.

The Port's Board of Commissioners approved the Agreement at their January 22nd Board meeting.

Department: Planning and Capital Development Department Director: William L. Cross, P.E.
Project Manager: Jessica Vargas Astaiza Procurement Director: Christopher Cross

FISCAL IMPACT: Funding for the purchase and related costs is available in the FY 2014-2015 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – Port of Palm Beach District – Commission Action
Exhibit 2 – Agreement for Purchase and Sale

PURCHASE OF PARCEL FROM THE PORT OF PALM BEACH DISTRICT FOR NEW
NORTHERN LAYOVER FACILITY

Recommended by: [Signature] 2/20/15 Department Director Date Approved by: [Signature] 2/20/15 Procurement Director Date

Authorized by: [Signature] 2/20/15 Executive Director Date Approved as to Form by: [Signature] 2-20-15 General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Andrew Frey Yes No
Frank Frione Yes No

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No
James A. Wolfe, P.E. Yes No

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-13**

PREPARED BY: Jarra Kaczvara Sr. Director of Business Development January 15, 2015

SUBJECT: Mangonia Park Property - Taylor's Subdivision Property
 Agreement for Purchase & Sale with South Florida Regional Transportation Authority

BACKGROUND: The Board of Commissioners agreed at a November 24, 2014 board meeting to allow Port management to negotiate with South Florida Regional Transportation Authority (SFRTA) and bring a final offer back for consideration. SFRTA and the Port both obtained individual appraisals by two separate appraisers. SFRTA offered to purchase this parcel at the appraised market value of \$340,000. The Port parcel is a 2.86-acre parcel located on the attached exhibit.

SFRTA developed an Agreement for Purchase and Sale which Port legal counsel has approved as attached. SFRTA has been provided a sixty 60-day inspection period after entering into the Agreement. They anticipate their Board's approval on either January 23 or February 27.

The project that SFRTA is acquiring this parcel for will be for a new *Northern Layover* and *Layover Facility* to improve the efficiency of current Tri-Rail operations and to accommodate their current and future needs for additional and longer sets of trains. The Port's parcel is required for storm water retention and to provide driveway access to the project site.

FINANCIAL IMPACT: \$340,000 total (\$330,000 of unbudgeted non-operating profit)

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: Port Management Respectfully Requests the Board of Commissioners Approval of the Agreement for Purchase & Sale with SFRTA and final execution by the Executive Director.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: 1-22-15

Approved: X

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: WMOE

Seconded By: PWM

Unanimous: Yes _____ No _____

By: _____

4-0: Gem absent

AGREEMENT FOR PURCHASE AND SALE
(Taylor's Subdivision Property)

This Agreement for Purchase and Sale ("Agreement") is made and entered into as of this ____ day of _____, 2015 ("Effective Date") between the Port of Palm Beach District ("Seller") and South Florida Regional Transportation Authority, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes ("SFRTA" or "Purchaser").

W I T N E S S E T H:

A. Seller owns that certain Property located at the Northern Terminus of Dexter Way, Riviera Beach, Florida 33407 (PCN# 56-43-42-32-06-000-0064), as more particularly described on Exhibit "A" attached hereto and made a part hereto ("Taylor's Subdivision Property").

B. Seller desires to sell, and Purchaser desires to purchase the Property upon the terms and conditions hereinafter set forth ("Transaction").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the sum of Ten Dollars (\$10.00) in hand paid by Purchaser to Seller, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Sale of Property. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all of Seller's right, title and interest, if any, in the following:

1.1 Real Property. The parcel of land lying and being in Riviera Beach, Palm Beach County, Florida, and being described in Exhibit "A" attached hereto, together with all buildings, fixtures, improvements and other items now or hereafter located thereon ("Improvements"), all easements, grants of right, licenses, privileges or other agreements for the benefit of, belonging to or appurtenant thereto, including without limitation, sign rights, parking rights or agreements, all mineral, air, oil and gas rights, riparian rights, water rights, sewer rights and other utility rights and all right, title and interest in and to any roads, streets and ways, public or private, in front of or adjoining all or any part thereof.

1.2 Tangible Personal Property. The land is current vacant.

1.3 Intangible Personal Property. All intangible personal property used in connection with the ownership, occupation, operation, and maintenance of the Property, including, without limitation, the right to use, without representation, and to the extent transferable, in and to any and all other contract rights (for contracts assumed by Purchaser), guaranties, warranties, permits, licenses, approvals, certificates, soils reports, engineering studies, bonds, utility deposits, title policies and/or instruments, documents of title, general intangibles and business

records pertaining to the Property and any award made or to be made in lieu of any of Seller's interests to be conveyed.

2. Purchase Price. Subject to the adjustments and prorations hereinafter described, the total purchase price for the Property shall be Three Hundred Forty Thousand Dollars (\$340,000.00) ("Purchase Price") and shall be paid at Closing.

3. Inspection of Property. Purchaser shall have until 5:00 p.m. on or before sixty (60) days from the Effective Date ("Inspection Period") to investigate and inspect the Property and conduct any and all investigations and inspections as Purchaser may deem necessary ("Inspection"). Seller shall cooperate with Purchaser in facilitating the Inspection.

3.1 Seller's Information.

Within ten (10) business days after the Effective Date ("Seller Information Period"), Seller shall deliver to Purchaser true and complete copies of documents pertaining to the Property, to the extent in the possession of Seller and/or its attorneys, agents, professionals, consultants and contractors, including, but not limited to, those documents listed on Exhibit "B" ("Seller's Information"). Because Seller's files are voluminous, Seller does not represent that such documents are all of the documents in its possession and/or in the possession of its attorneys, agents, professionals, consultants and contractors. All of the documents produced as Seller's Information shall be marked as "Produced under Section 3 of the SFRTA Contract", with copies provided to Seller's counsel.

Production by Seller during the Seller Information Period shall be the extent of Seller's obligation to produce Seller's Information, and subsequently discovered or delivered documents shall be voluntary and shall not extend the Inspection Period; provided, at all reasonable times prior to the Closing Date, Purchaser, and its employees, agents, professionals, consultants and contractors, shall have full access to all documents, books and records (collectively, "Records") with respect to ownership, management and operation of the Property whether or not such information is listed on Exhibit "B" and to copy all Records, with copies of same concurrently delivered to Seller's counsel, and marked as to whether such records were obtained either before or after the Seller Information Period.

3.2 Method of Inspection. Purchaser is hereby granted a license for itself, its employees, agents, professionals, consultants and contractors to perform the Inspection, provided that the Inspection is conducted: (i) in accordance with applicable laws, regulations and ordinances; (ii) by properly qualified employees, agents, professionals, consultants and contractors; and (iii) in a manner so as to cause no material and adverse impact to the Property. Purchaser, prior to commencing any Inspection requiring access to the Property, shall require any of its agents, professionals, consultants and contractors conducting such Inspections to have commercial general liability insurance. The insurance coverage shall be in the amounts of not less than \$1 million per occurrence limit and \$1 million general aggregate limit, which coverage limits may be effected with umbrella coverage, and shall name Seller and Purchaser as additional insureds.

Purchaser shall during the Inspection Period cause to be prepared an accurate as-built ALTA\ACSM Land Title Survey of the Property certified by a registered land surveyor acceptable to Purchaser in its sole discretion ("Survey").

Upon completion of the Inspection, if Purchaser does not proceed with this Transaction the Property shall be restored to the condition in which it existed prior to the Inspection.

Purchaser shall promptly pay all of its costs and expenses incurred in connection with the Inspection. Purchaser shall not cause or suffer any mechanics or other lien to be filed against the Property or any interest therein.

If, at any time prior to the end of the Inspection Period, Purchaser, in Purchaser's sole discretion, elects to proceed with this Transaction, Purchaser shall, on or before 5:00 p.m. on the last day of the Inspection Period, notify Seller that it intends to proceed with this Transaction.

4. Title.

On or before ten days prior to the expiration of the Inspection Period, Seller shall, at Seller's expense, obtain a title insurance commitment, together with legible copies of all of the documents listed in Schedule B-1 and Schedule B-2 ("Commitment"), issued by a Florida-licensed title insurer of Seller's choosing ("Title Company"), agreeing to issue to Purchaser, upon recording of the deed, an owner's policy of title insurance in the amount of the Purchase Price, subject only to: (i) the Permitted Exceptions, as hereinafter described; and (ii) those items to be discharged by Seller on or before the Closing Date.

Purchaser shall have until expiration of the Inspection Period in which to examine title to the Property and to notify Seller of any title objections, including any matter shown on the Survey to which Purchaser objects ("Purchaser's Title Notice"). Each item to which Purchaser objects is hereinafter referred to as a "Title Defect".

If Purchaser gives a Purchaser's Title Notice, Seller shall have the right to attempt to cure such Title Defect prior to Closing. If Seller attempts to cure a Title Defect, Seller shall have an additional ninety (90) days to do so, and the Closing Date shall be postponed accordingly.

If Seller attempts but fails or declines to cure a Title Defect, or elects not to attempt to cure such Title Defect, then Purchaser may elect, as its sole and exclusive remedy, to either (1) waive such Title Defect and Close; or (2) terminate this Agreement; with notice of Purchaser's election to be given in writing within ten business days of Seller giving written notice to Purchaser that Seller elects not to cure under the preceding paragraph, Seller attempted cure but failed to cure, or Seller declines to cure Title to the Property. Failure of Purchaser to timely notify Seller of Purchaser's election shall be deemed Purchaser's election to terminate this Agreement. Title must be conveyed free and clear of all liens, encumbrances and encroachments except those that were a Permitted Exception or were set forth as a Title Defect and were not cured by Seller.

At Closing, the Title Company shall endorse the Title Commitment to reflect: (i) the Closing; (ii) the satisfaction of all Schedule B-1 requirements; and (iii) the cure of any un-waived Title

Defect; (iv) the deletion of the "the gap" pursuant to Section 627.7841 F.S., as amended (v) matters shown on the Survey.

5. Representations, Warranties, and Covenants.

5.1 Seller's Representations. Seller makes the following representations and warranties:

(a) Authority. Seller is duly organized, validly existing and in good standing in the State of its organization and, if required by applicable Laws, qualified to do business in the State of Florida.

Seller has complete and full authority and power to: (i) execute this Agreement and convey the Property to Purchaser; (ii) execute and deliver such other documents, instruments, agreements, including, without limitation, affidavits and certificates necessary to consummate this Transaction; and (iii) take all such additional action necessary or appropriate to consummate this Transaction.

(b) Compliance. Neither entering into this Agreement or the consummation of this Transaction shall constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or shall result in a violation of any applicable law, order, rule or regulation of any state, local or federal authority or other governmental agency (collectively, "Governmental Authority"). Seller is not involved, as the debtor, in any bankruptcy, reorganization or insolvency proceedings. There are no actions, suits, proceedings or investigations pending which: (i) are, or would become, a Title Defect; or (ii) result in liability on the part of, or claims against the Property or Purchaser; or (iii) question the validity or enforceability of this Transaction or any action taken pursuant hereto in any court or before or by any Governmental Authority.

(c) Enforceability. This Agreement is valid and legally binding upon Seller and enforceable in accordance with its terms.

(d) Compliance of Property. The Property complies with all laws, ordinances, rules, regulations, restrictions and requirements ("Laws") pertaining to the Property or which are applicable to the use or manner of use, occupancy, ownership, possession or operation of the Property.

(e) Litigation. There are no pending, actual or threatened actions, litigation, or proceedings by any person, firm or entity ("Person") or Governmental Authority or quasi-governmental authority (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller or which would affect the access to, or egress from, the Property and Seller is not aware of the threat of any such actions, litigation or proceedings.

Seller is not aware of, or has not received any notification of, and there is no, existing, proposed or contemplated plan to widen, modify or realign any street or highway which

may affect: (i) ingress and egress to or from the Property; (ii) the size of the Property; (iii) the use of the Property; or (iv) the set backs applicable to the Property and the Improvements thereon.

(f) Taxes. Except as reflected on the tax bill, no improvements (site or area) have been constructed or installed by any public authority, the cost of which is, or may be, assessed in whole, or in part, against the Property, now or in the future, nor is Seller aware of the threat of any such assessment. The Property is separately assessed for tax purposes and is not combined with any other parcels of real property for tax purposes.

(g) Restriction on Conveyance. Seller has not and will not: (i) sell, encumber, convey, assign or contract to sell, encumber, convey or assign all or any portion of the Property; and (ii) take any action which is in conflict with this Agreement or cause Seller to be in default hereunder; and (iii) incur any liability which will bind the Property or Purchaser after the Closing, except for those which are permitted pursuant to this Agreement.

(h) Environmental Matters. To the best of Seller's knowledge: (i) there are no Hazardous Materials, as defined below, present on the Property or which have been generated, treated, stored or disposed of, or otherwise deposited in, on or around the Property; (ii) there have been no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, SARA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements (collectively, "Environmental Laws"); (iii) there are no underground storage tanks or underground deposits of hazardous waste or materials located on the Property; and (iv) the Property has not been used in any manner other than in full compliance with all Environmental Laws.

"Hazardous Materials" means all (a) chemicals or substances, materials, or wastes, that are now or hereafter included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants" or words of similar meaning under any Environmental Law; (b) other chemicals, materials or wastes, exposure to which is now or hereafter prohibited, limited or regulated under any Environmental Law; and (c) petroleum or petroleum products or waste, explosives, flammables, radioactive materials, laboratory or biohazardous wastes, asbestos-containing materials, urea formaldehyde, PCBs, lead in drinking water, radon, lead-based paint, or other chemical element or substance the managing or release of or exposure to which (i) is prohibited or regulated by or could lead to liability under any Environmental Law or (ii) is subject to notice or reporting requirements under any Environmental Law.

(i) Utilities. Not applicable.

Seller has not received any notice, complaint or claim with respect to storm water flow from the Property which would adversely affect any owner/tenant of adjacent property or otherwise.

(j) Zoning. The Property is properly zoned for its current uses and there are no agreements in effect which would: (i) be binding upon the Property or any owner thereof; and

(ii) prevent or limit the use of the Property or the improvements located thereon for any use allowed by applicable zoning ordinances.

(k) Status of Personal Property. All items of personal property located upon the Property and used in connection with the operation of the Property are: (i) owned by Seller, free and clear of any security interests, conditional sales agreements or title retention agreements; (ii) are in good working order; and (iii) are in compliance with all Laws.

(l) No Outstanding Agreements. Except as shown on Schedule 6.1(l), there are no service, supply, utility, management, brokerage or other contracts in force against the Property or binding upon owner of the Property or binding upon Seller in any manner affecting the Property except as may be terminated in accordance with the terms thereof.

(m) Insurance. The insurance policies included in the Seller's Information are in full force and effect. There are no outstanding or unfulfilled requirements or recommendations of any insurance company insuring the Property or any portion thereof or board of fire underwriters requiring any repairs/work to be performed on the Property. Seller has not received any notice of discontinuance or non-renewal of insurance covering the Property, or any notice requiring or recommending any repairs/work be performed to the Property.

(n) Title.

At Closing there will be: (i) no mechanics, materialmen's or laborers liens against the Property by any Person claiming by, through or under Seller; (ii) no claims for labor, services, profit or material furnished for constructing, repairing or improving the Property which remain unpaid and which could result in a lien against the Property (except those which may have been incurred by Purchaser); (iii) no past due or unpaid income, property, use or sales taxes which constitute a lien against the Property or could with passage of time constitute such a lien; and (iv) no chattel liens, conditional sales contracts or security interests against the Property.

(o) Leases. All leasing commissions pertaining to the Property, if any, have been paid in full.

(p) Service Contracts. Attached as Schedule 5.1(r) is a list of all Service Contracts affecting the Property. Purchaser shall have the option to notify Seller that it elects to either: (i) cause Seller to terminate any of the Service Contracts as of the Closing Date (which Seller will do); or (ii) assume all obligations under the Service Contracts from and after the Closing Date.

(q) Other Representations, Warranties, and Covenants. All of the representations, warranties, and covenants of Seller included in the exhibits attached hereto are incorporated herein and shall have the same force and effect as if such representations, warranties, and covenants had been set forth in full as part of this Section.

(r) Reaffirmation at Closing; Survival. All of the foregoing representations, warranties and covenants of Seller shall be reaffirmed by Seller in writing at Closing (or, if they

have changed, the change noted in such affirmation). If any representation, warranty or covenant changes after the Inspection Period, but prior to the Closing Date, Purchaser shall have a period of five (5) business days within which to further investigate and either: (i) terminate this Agreement in Purchaser's sole discretion; or (ii) if said change is as a result of a breach by Seller of its representations and warranties, treat such breach as a Seller default hereunder; or (iii) waive the change and proceed with this Transaction.

5.2 Purchaser's Representations. Purchaser hereby represents, warrants, and covenants that:

(a) Authority. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Florida. Purchaser has complete and full authority and power to: (i) execute this Agreement and to accept the conveyances as set forth herein; (ii) execute and deliver such other documents, instruments, agreements, including, without limitation, affidavits and certificates necessary to consummate this Transaction; and (iii) take all such additional action necessary or appropriate to consummate this Transaction.

(b) Compliance by Purchaser. Neither the entering into of this Agreement nor the consummation of this Transaction shall constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction or decree issued against or imposed upon it, or shall result in a violation of any applicable Laws.

(c) Binding Effect. This Agreement is the valid and legally binding obligation of Purchaser enforceable in accordance with its terms.

(d) Litigation. There is no actual or threatened action, litigation, or proceeding by any Person against Purchaser which will materially and adversely affect Purchaser's ability to proceed with this Transaction.

(e) Other Representations, Warranties, and Covenants. All of the representations, warranties, and covenants of Purchaser included in the exhibits attached hereto are incorporated herein and shall have the same force and effect as if such representations, warranties, and covenants had been set forth in full as part of this Section.

(f) Reaffirmation at Closing. All of the foregoing representations, warranties and covenants of Purchaser shall be reaffirmed by Purchaser in writing at Closing (or, if they have changed, the change noted in such affirmation).

5.3 Survival. All representations, warranties, obligations and indemnities contained in this Agreement and/or any documents delivered to consummate this Transaction shall survive the Closing.

6. Seller's Covenants. Seller hereby covenants and agrees that between the date hereof and the Closing Date:

6.1 Compliance with Laws, Leases, Contracts. Seller shall comply with all Laws, pertaining to the Property and with the requirements of all liens and encumbrances, agreements and other contractual arrangements to which the Property or Seller is subject.

6.2 Representations and Warranties. Seller shall not take, or fail to take, any action which would make any warranty, representation and/or covenant of Seller herein untrue or inaccurate. Seller shall notify Purchaser promptly if, prior to the Closing Date, Seller becomes aware of any fact, transaction, event or occurrence which would make any warranty, representation and/or covenant of Seller hereunder not true with the same force and effect as if made on or as of the date hereof.

6.3 Personal Property Inventory. Seller shall not remove any personal property from the Property nor use any of the personal property prior to the Closing Date, except such use thereof as is normal and customary in the operation and maintenance of the Property. Seller warrants that supplies and maintenance items shall be maintained at a customary level and will be available and conveyed to Purchaser on the Closing Date.

6.4 Transfer of Permits. Seller shall: (i) execute all applications and instruments required in connection with the transfer of all approvals and permits ("Permits"), if required, to the extent transferable, in order to transfer the benefits and burdens of each such Permit to Purchaser and, if requested by Purchaser, to cooperate with Purchaser's efforts to have all Permits required for the operation of the Property issued to, and in the name of, Purchaser on the Closing Date; (ii) preserve in force all existing Permits; (iii) renew any Permits expiring prior to the Closing Date; and (iv) not amend any Permit which would alter the existing permissible uses of the Property or any part thereof.

6.5 Compliance with Laws. Seller shall assist Purchaser's efforts to obtain satisfactory evidence that the Property meets and complies with all applicable Laws. Such evidence shall include, but shall not be limited to, obtaining certificates of completion, occupancy or compliance from all Governmental Authorities indicating that the Property fully complies with said requirements.

All materials submitted in advance of Closing shall be updated, if necessary in Purchaser's judgment, for the Closing.

6.6 Continued Operation of Property. Between the date hereof and the Closing Date, Seller shall: (i) continue to operate and maintain the Property in good condition in accordance with current practices and all Laws; (ii) not enter into any Leases or Service Contracts without the prior written consent of Purchaser, which shall not be unreasonably withheld.

7. Conditions to Closing.

A. In addition to all conditions expressly set forth in this Agreement, the obligation of Purchaser to consummate this Transaction hereunder is further subject to the satisfaction at or prior to Closing of the following conditions precedent:

7.1 Accuracy of Representations. All warranties, representations and covenants of Seller contained in this Agreement shall be true on the Closing Date and shall be reaffirmed by Seller in writing at Closing.

7.2 Performance. Seller shall have performed all covenants to have been performed and satisfied by Seller prior to the Closing Date.

7.3 Condition of Property. Commencing upon the date of this Agreement and extending through the Closing Date, the Property shall remain in the same condition as on the Effective Date, except, however, for normal wear and tear.

7.4 Rejection of Service Contracts. Seller shall have terminated any Service Contracts rejected by Purchaser during the Inspection Period.

7.5 Purchaser's Waiver Right. Purchaser shall have the right at any time to waive in writing any of the contingencies or conditions set forth above. If the conditions and/or contingencies set forth above are not fully and completely satisfied on the Closing Date, unless Purchaser elects to waive the unsatisfied conditions and/or contingencies in writing, Purchaser shall have the right to terminate this Agreement.

B. In addition to all conditions expressly set forth in this Agreement, the obligation of Seller to consummate this Transaction hereunder is further subject to the satisfaction at or prior to Closing of the following conditions precedent:

7.7 Accuracy of Representations. All of the warranties, representations and covenants of Purchaser contained in this Agreement shall be true on the Closing Date with the same effect as if they had been made on the Closing Date and shall be reaffirmed by Purchaser in writing at Closing.

7.8 Performance. Purchaser shall have performed all covenants to have been performed and satisfied by Purchaser prior to the Closing Date.

7.9 Seller's Waiver Right. Seller shall have the right at any time to waive in writing any of the contingencies or conditions set forth above. If the conditions and/or contingencies set forth above are not fully and completely satisfied on the Closing Date, unless Seller elects to waive the unsatisfied conditions and/or contingencies in writing, Seller shall have the right to terminate this Agreement.

8. Closing. The Closing shall be consummated as follows:

8.1 Closing Date. This transaction shall close (the "Closing") on or before April 30, 2015 ("Closing Date"), unless otherwise agreed, in writing, by Seller and Purchaser.

The Closing shall take place at 10:00 a.m. at the offices of the Settlement Agent located at 2401 PGA Blvd., Suite 272, Palm Beach Gardens, Florida 33410. At the request of either party, the Closing shall be conducted as a "so called" mail away.

8.2 Documents to be Delivered. At Closing, Seller shall deliver or cause to be delivered to Purchaser (or the Title Company as the case may be) the following items (all documents being duly executed and acknowledged where so required and reasonably acceptable to counsel for Purchaser and to the Title Company):

8.3 Transfer Documents.

(a) A special warranty deed transferring the Real Property to Purchaser, subject only to the following: (i) comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (ii) restrictions and matters appearing on the plat; (iii) outstanding oil, gas and mineral rights of record without rights of entry; (iv) public utility easements of record; (v) taxes for year of Closing and subsequent years; and (vi) matters appearing on the Title Commitment which were approved or waived by Purchaser (collectively, the "Permitted Exceptions").

(b) A bill of sale with warranties transferring the tangible personal to Purchaser.

(c) An assignment and such other transfer documents transferring the intangible personal property to Purchaser.

(d) All documentation evidencing the authority of Seller to sell the Property to Purchaser upon the terms and conditions set forth in this Agreement.

(e) A no lien/parties in possession affidavit.

(f) An Affidavit in the form prescribed by Treasury Regulation §1.1445-2 indicating the taxpayer identification number of Seller and confirming that Seller is not a foreign person as defined in 26 U.S.C. §1445 and the regulations issued thereunder.

(g) An instrument: (i) assigning all Service Contracts which are being assumed by Purchaser; or (ii) terminating all Rejected Service Contracts.

(h) All Records.

(i) Seller's Indemnity of Purchaser.

(i) An affidavit, in form acceptable to Purchaser, stating that there are no brokerage or leasing agreements/commissions outstanding.

(j) All keys (or combinations) to the Property and every lock thereon in the possession of Seller with identification of each lock which the key (or combination) unlocks.

(k) An executed Closing Statement.

(l) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to fulfill the terms and intent of this Agreement.

At Closing, Purchaser shall deliver or cause to be delivered to Seller (or the Title Company, as the case may be) the following items (all documents being duly executed and acknowledged where so required and reasonably acceptable to counsel for Seller and to the Title Company):

(a) All documentation reasonably required evidencing the authority of Purchaser to purchase the Property upon the terms and conditions set forth in this Agreement.

(b) An executed Closing Statement.

(c) The Purchase Price.

(d) Purchaser's Indemnity of Seller.

(e) Such other documents and instruments as may be required by any other provision of this Agreement.

8.4 Costs. Seller shall be responsible for the payment of: (i) all fees on account of the instruments of conveyance; (ii) the cost of any sales or income taxes related to this Transaction; (iii) costs and expenses incurred (including recording costs) in connection with Seller's cure of any Title Defects or satisfaction of encumbrances; (iv) its own attorney's fees; and (v) all other items specifically designated in this Agreement as a Seller expense.

Purchaser shall be responsible for the payment of: (a) its own attorney fees; (b) the costs associated with the Inspection; (c) all title examination costs and premiums required in order to issue the Owner's Title Commitment and Title Policy; (d) the cost of the Survey; and (e) all other items specifically designated in this Agreement as a Purchaser expense.

In the event that a cost is not specifically allocated to a party hereunder, such cost shall be allocated in accordance with standard practice in the county in which the Property is located.

8.5 Ad Valorem Taxes and Assessments. Not applicable.

8.6 Income and Expenses. All income and expenses of the Property shall be prorated on a daily basis (using a 365 day year) between Seller and Purchaser as of the Closing Date. Seller shall be responsible for all expenses of, and entitled to all income from, the Property attributable to the period prior to the Closing Date. Purchaser shall be responsible for all expenses of, and entitled to all income from, the Property attributable to the period after the Closing Date. Seller and Purchaser shall indemnify each other against and shall hold each other harmless from any costs, expenses, penalties or damages, including reasonable attorneys' fees, which may result from any failure by the other to pay or cause to be paid any of the items described in this Section. This indemnity shall survive Closing.

Without limiting the generality of the foregoing, the following items shall be adjusted or paid as follows as of the Closing Date:

8.6.1 Other Expenses and Revenues. Other operating expenses and revenues of the Property. Seller shall be responsible for all accounts payable pertaining to the Property prior to the Closing.

9. Risk of Loss. If, after the date hereof and prior to Closing, all or any portion of the Property is damaged by casualty, or Seller receives notice of the commencement or threatened commencement of eminent domain proceedings against all or any portion of the Property, Seller shall immediately, within two (2) business days, notify Purchaser in writing, and Purchaser shall elect, within ten (10) days thereafter, either to: (i) terminate this Agreement, in which event this Agreement shall be deemed null, void and of no further force and effect whatsoever and Purchaser shall promptly receive the return of the Deposit; or (ii) close this Transaction in accordance with its terms, but, subject to such casualty settlement or condemnation; in which event Seller shall promptly assign to Purchaser all Seller's rights in any settlement proceeds or condemnation proceeds and any payments or awards resulting therefrom, and Purchaser shall receive a credit against the Purchase Price payable at Closing equal to any deductible payable by Seller with respect to such casualty loss.

10. Indemnity.

10.1 Seller's Indemnity. Seller shall, and does, to the extent permitted by law, hereby, indemnify, defend and hold harmless Purchaser, its directors, officers, employees, agents and contractors ("Purchaser Parties") from all claims, demands, liabilities, damages, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, at all levels of proceeding, including appeals, collection and bankruptcy, which may be imposed upon, asserted against or incurred or paid by Purchaser Parties by reason of, or on account of, any event pertaining to the ownership of the Property prior to the Closing Date. Subject to the limitations contained in this Agreement, the rights and remedies of Purchaser Parties against Seller shall be in addition to, and not in lieu of, all other rights and remedies of Purchaser at law or in equity.

10.2 Purchaser's Indemnity. Purchaser shall, and does, to the extent permitted by law, hereby, indemnify, defend and hold harmless Seller, its directors, officers, employees, agents and contractors ("Seller Parties") from all claims, demands, liabilities, damages, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, at all levels of proceeding, including appeals, collection and bankruptcy, which may be imposed upon, asserted against or incurred or paid by Seller by reason of, or on account of: (a) the Inspections conducted by Purchaser or Purchaser's agents, and/or (b) any event pertaining to the ownership of the Property after the Closing Date. Subject to the limitations contained in this Agreement, the rights and remedies of Seller Parties against Purchaser shall be in addition to, and not in lieu of, all other rights and remedies of Seller at law or in equity.

10.3 Survival. The indemnity provisions of this Section: (a) shall survive the Closing for a period of four (4) years and shall be reflected in separate documents to be executed and delivered at Closing, and (b) if no Closing occurs, shall survive termination of this Agreement without any separate documents reflecting the said indemnity being required.

11. Miscellaneous.

11.1 Broker. Seller and Purchaser represent each to the other that there are no broker's or real estate commissions due with respect to this Transaction by reason of any agreement made or which may be alleged to have been made by it. Each party agrees to indemnify, defend and save harmless the other from and against any cost and expense (including reasonable attorney's fees) incurred by the other as a result of the untruth of the foregoing representations.

11.2 Notices. All notices, demands, requests or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon delivery (or refusal to accept delivery) by an internationally recognized overnight delivery service, or upon the date of receipt of a telecopy or email which is received any business day on or before 5 p.m. (EST).

Any such notice, demand, request or communication if given to Seller shall be addressed as follows:

To Seller: Port of Palm Beach District
One East 11th Street
Suite 600
Riviera Beach, FL 33404
Fax: _____
Email: _____

With a copy to: John W. Gary, III and
Gregory C. Picken, Esq.
701 U.S. Highway One, Suite 402
North Palm Beach, FL 33408
561 844-3700 (Phone)
561-844-2388 (Fax)
gcpicken@gdr-law.net (E-Mail)

and, if given to Purchaser, shall be addressed as follows:

To Purchaser: South Florida Regional Transportation Authority
Jack Stephens, Executive Director
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Facsimile: _____
Email: _____

With a copy to: Teresa J. Moore
General Counsel
South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Fax: 954-788-7973
Email: mooret@sfrta.fl.gov

Either party may from time to time change the address to which such notices or communications may be delivered or sent by giving the other party written notice of such change. Notices on behalf of the respective parties may be given by their attorneys and such notices shall have the same effect as if in fact subscribed by the party on whose behalf it is given.

11.3 Default and Remedies. Neither party shall be deemed to be in default hereunder until such party has been given five (5) days written notice and opportunity to cure ("Cure Period"). Neither Purchaser nor Seller shall be entitled to any notice and opportunity to cure on account of a failure of Purchaser or Seller to close on the Closing Date.

If Seller defaults in accordance with the terms of this Agreement then Purchaser shall have all rights and remedies available at law or equity, including the right of specific performance.

If Purchaser defaults in accordance with the terms of this Agreement, then Seller shall have the right, as its sole remedy, to terminate this Agreement, whereupon the Deposit shall be promptly paid to Seller as liquidated and agreed damages, and not as a penalty.

11.4 Attorney's Fees. In the event of litigation arising out of, or pertaining to, this Agreement or this Transaction, the prevailing party in such action or proceeding shall be entitled to recover all reasonable attorneys and paralegals fees, at all levels of proceeding, including appeals, collections and bankruptcy.

11.5 Waiver. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of the right of Purchaser or Seller to exercise such right or to demand strict compliance with any term, condition, or covenant under this Agreement.

11.6 Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

11.7 Facsimile/Email Signatures. This Agreement may be executed by facsimile or email signatures and each such signature shall be deemed to be an original signature for all purposes.

11.8 Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

11.9 Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, provided, however, that such severance shall not affect the essential elements of the bargain between the parties, in which event, this Agreement shall be terminated.

11.10 Amendments. No addition to, or modification of, any terms or provisions of this Agreement shall be effective unless set forth in writing and signed by both Purchaser and Seller.

11.11 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Exclusive venue for any action concerning this Agreement shall be in Palm Beach County Circuit Court. ALL PARTIES WAIVE TRIAL BY JURY.

11.12 Exhibits. All exhibits attached hereto are by this reference made a part hereof.

11.13 Interpretation. All references to "days" mean calendar days unless expressly provided otherwise. If any notice period or date for performance contained in this Agreement falls on a Saturday, Sunday or legal holiday, then such notice period or date shall be extended to the first business day following such Saturday, Sunday or legal holiday.

11.14 Further Assurances. Seller and Purchaser agree to execute and deliver to each other such further documents or instruments as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement or this Transaction. This covenant shall survive the Closing.

11.15 Radon Testing. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from any county public health unit.

11.16 Time. Time is of the essence of this Agreement and the performance of the terms and conditions hereof.

11.17 Entire Agreement. This Agreement is binding upon and shall inure to the benefit of Seller and Purchaser, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement of the parties.

IN WITNESS WHEREOF, Seller and Purchaser executed this Purchase and Sale Agreement as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Witness: Jarra Koczwarra
Print Name: Jarra Koczwarra

Witness: Peggy Sandtagas
Print Name: PEGGY SANDTAGAS

SELLER:
Port of Palm Beach District

By: Manuel Almira
Name: Manuel Almira
Title: Executive Port Director

(Corporate seal)

Approved as to form and
legal sufficiency

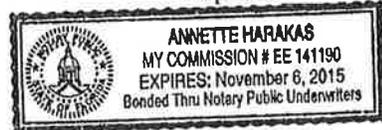
By: Alys Nagler Daniels
Print: ALYS NAGLER DANIELS
District Attorney

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of January, 2015, by MANUEL ALMIRA, Ex. Dir., of the Port of Palm Beach District, He/She personally appeared before me, and ✓ is personally known to me OR produced as identification.

(NOTARY SEAL)

Annette Harakas
Print: Annette Harakas
Florida Notary Public
Commission Expires:



Signed, sealed and delivered
In the presence of:

PURCHASER:
South Florida Regional
Transportation Authority

Witness: _____
Print Name: _____

By: _____
Bruno Barreiro, Chair

(Corporate seal)

Witness: _____
Print Name: _____

Approved as to form and
legal sufficiency

By: _____
Teresa Moore
General Counsel

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Bruno Barreiro, Chair, of the South Florida Regional Transportation Authority. He personally appeared before me, and __ is personally known to me OR __ produced _____ as identification.

(NOTARY SEAL)

Print: _____
Florida Notary Public
Commission Expires: _____

EXHIBIT "B"
SELLER'S INFORMATION

True and complete copies or originals of (to the extent the same exists and are in the possession of Seller and/or its agents, consultants or professionals):

1. Plans. Existing development plans and specifications.
2. Surveys. The most recent ALTA survey prepared by a registered land surveyor containing the legal description and showing the boundaries of the Property, improvements and building locations, encroachments, projections, easements (recorded or visible), access or rights-of-way and other matters shown in accordance with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, together with a certified calculation of leasable area in the shopping center and each leasable premises therein (whether leased or vacant).
3. Tangible Personal Property. An inventory of all tangible personal property used in connection with the ownership, occupation, operation and maintenance of the Property.
4. Intangible Personal Property. A schedule of all intangible personal property used in connection with the ownership, occupation, operation and maintenance of the Property, including tradenames, trademarks, service marks, logos, contract rights, telephone numbers, escrow accounts, guaranties, warranties, permits, licenses, approvals, certificates, bonds, general intangibles and business records.
5. Title. The most recent title insurance policy and/or report and/or opinion, together with legible copies of all exceptions.
6. Permits. All permits, licenses, approvals, and consents of, and agreements with, any Governmental Authority and public and private utilities having jurisdiction necessary in connection with the Property including, but not limited to, copies of any developers' agreements or any other agreements required by any governmental authority or utility provider pertaining to utility service to the Property.

Permits shall include, to the extent applicable, building permits, site clearing permits, foundation permits, storm water discharge permits, demolition permits, DRI approvals, zoning approvals and concurrency letters.
7. Environmental/Structural. All environmental or other reports or studies concerning the soil, geology, and physical condition of the Property, all environmental and engineering reviews or studies relating to the Property (and adjacent properties, if applicable) and if any adverse conditions are noted, copies of all documents and correspondence relating to the remediation thereof, including, but not limited to, estimates of all costs, expenses, claims or liabilities.
8. Appraisals. The most recent appraisal of the Property.

9. Conditional Sales and Financing Leases. All conditional sale contracts, leases, franchises or licenses pursuant to which Seller may hold or use any property, furniture, fixtures and equipment or inventory which are a portion of, or used in relation to, the Property.

10. Use Rights. All documents creating use rights to the Property including copies of all written commitments, promotional material, given by Seller or any other person or entity which would, or may, create any continuing obligations relating to binding, or creating rights to use the Property after Closing.

11. Service Contracts. All service and other contracts (written or oral), documents and agreements pertaining to the maintenance, use, operation or management of the Property, including management contracts and brokerage/leasing contracts relating to the Property.

12. Actions and Proceedings. Copies of all pleadings or documents relating to all actions, suits, claims or legal, administrative or arbitration proceedings or investigations (whether or not the defense thereof or liabilities in respect thereof are covered by policies of insurance) pending or threatened, against, involving or affecting Seller (as pertains to the Property) or the Property.

13. Utilities. All agreements relating to utilities necessary for the proper operation of the Property as now operated and proof that all public utilities which serve the Property do so through valid public or private easements.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015

AGENDA ITEM REPORT

Consent Regular

FLORIDA DEPARTMENT OF TRANSPORTATION
SOUTH FLORIDA RAIL CORRIDOR – RAILROAD REIMBURSEMENT AGREEMENT
WATCHMAN OR FLAGGING SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: South Florida Rail Corridor - Railroad Reimbursement Agreement between the Florida Department of Transportation (“FDOT”) and the South Florida Regional Transportation Authority (“SFRTA”) for Watchman or Flagging Services.

SUMMARY EXPLANATION AND BACKGROUND:

On March 29, 2015, the SFRTA is scheduled to assume the responsibility for the maintenance and dispatching of the South Florida Rail Corridor (SFRC). As part of these new responsibilities, SFRTA, through its maintenance contractor VTMI, will be responsible for providing flagging protection for various capital projects within the SFRC, which was previously provided by CSXT. This Railroad Reimbursement Agreement for Watchman or Flagging Services will allow FDOT to reimburse SFRTA for providing the necessary flagging for various FDOT projects within the SFRC.

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

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

FISCAL IMPACT: No fiscal impact to the FY2014/2015 Operating Budget

EXHIBITS ATTACHED: Exhibit 1 – SFRC Railroad Reimbursement Agreement – Watchman or Flagging Service

FLORIDA DEPARTMENT OF TRANSPORTATION
SOUTH FLORIDA RAIL CORRIDOR – RAILROAD REIMBURSEMENT AGREEMENT
WATCHMAN OR FLAGGING SERVICES

Recommended by: Daniel Mayo 2/20/15
Department Director Date

Approved by: [Signature] 2/20/15
Procurement Director Date

Authorized by: [Signature] 2/20/15
Executive Director Date

Approved as to Form by: [Signature] 2-20-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
 Commissioner Bruno Barreiro Yes No
 James A. Cummings Yes No
 Andrew Frey Yes No
 Frank Frione Yes No

Marie Horenburger Yes No
 Nick A. Inamdar Yes No
 Mayor Tim Ryan Yes No
 James A. Scott Yes No
 James A. Wolfe, P.E. Yes No

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT
WATCHMAN OR FLAGGING SERVICE**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY	PARCEL & R/W NUMBER	FAP NUMBER
N/A	Various	Miami-Dade Broward Palm Beach	Various	N/A

THIS SOUTH FLORIDA RAIL CORRIDOR RAILROAD REIMBURSEMENT AGREEMENT - WATCHMAN OR FLAGGING SERVICE (the "Agreement") is made and entered into this _____ day of _____, 2015, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the ("DEPARTMENT"), and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter called the ("SFRTA"), a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes.

WITNESSETH

WHEREAS, the DEPARTMENT and CSX Transportation, Inc., ("CSXT") entered into a contract for Installment Sale and Purchase, for the South Florida Rail Corridor ("SFRC") dated May 11, 1988, at which time the DEPARTMENT became the owner of said property and CSXT retained an exclusive perpetual easement for Rail Freight Operations within the SFRC upon which railroad freight, intercity passenger and commuter rail services are currently being conducted; and

WHEREAS, the DEPARTMENT and CSXT entered into a Phase A Operating and Management Agreement pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which CSXT manages and maintains the SFRC property on behalf of the DEPARTMENT and will continue to do so until the SFOMA Commencement Date, as hereinafter defined; and

WHEREAS, the DEPARTMENT and CSXT entered into an Amended South Florida Operating and Management Agreement on January 25, 2013, as may be further amended ("SFOMA"), which provides for termination of the Phase A Agreement and transition of management, operation, and maintenance of the SFRC from CSXT to the DEPARTMENT upon the date determined pursuant to subsection 1(c) of SFOMA (the "SFOMA Commencement Date"); and

WHEREAS, the DEPARTMENT and SFRTA entered into the SFRC Operating Agreement on June 13, 2013, by which SFRTA on behalf of the DEPARTMENT, will manage, operate, maintain, and dispatch railroad operations on the SFRC, and will also maintain and repair the rights-of-way, layover facilities and yards, state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the SFRC; and

WHEREAS, it is anticipated that during the term of this Agreement the DEPARTMENT will inspect, construct, reconstruct or otherwise change a portion of the SFRC or the Public Road System; and

WHEREAS, said inspection, construction or reconstruction work will require construction personnel and equipment to work and operate on, over or in close proximity to railroad operating right-of-way; and

WHEREAS, protective services to ensure safety of railroad operations (watchman or flagging service) shall be furnished by SFRTA; on the SFRC in accordance with the terms and conditions of the Operating Agreement and this Agreement; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties do hereby agree as follows:

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

1. When the DEPARTMENT's third party Contractor is proposing to carry out work adjacent to the tracks operated by SFRTA and whenever the Contractor is to be performing work requiring the movement of employees, trucks and/or other equipment across the SFRC tracks or, when at other times, SFRTA and the DEPARTMENT agree that such services are necessary, the Department shall notify SFRTA of the need for watchman or flagging services.
2. All work contemplated hereunder shall at all times be subject to the approval of SFRTA's Director of Engineering and Construction or authorized representative. The DEPARTMENT or the DEPARTMENT's Contractor shall give the SFRTA's Director of Engineer and Construction or authorized representative at least fifteen (15) days notice (as per the FDOT-SFRTA Operating and Management Agreement) prior to the performance of any work within the limits of the SFRC .
3. SFRTA will provide the DEPARTMENT a cost estimate for each individual project in the format as shown in Exhibit A. The Department shall issue a change order for each individual project and encumber the estimated funds prior to SFRTA commencing any work pursuant to such change order. Such costs shall be accrued and billed directly to the DEPARTMENT.
4. The DEPARTMENT will require its Contractor to schedule all construction activities so as to minimize the need for protective services by SFRTA.
5. SFRTA hereby agrees to have watchman or flagging services along the SFRC in accordance with the provisions set forth in the:
 - (a) DEPARTMENT Procedure No. 725-080-002 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code; or
 - (b) Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I; and Subchapter G, Part 646, Subpart B;
 - (c) and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof.
6. SFRTA further agrees to do all of such work with its own forces or by its contractor. In the event a third party requests access and protection services to the SFRC and such third party does not have an agreement with SFRTA to provide such services, SFRTA shall at the direction of the DEPARTMENT provide such protection services pursuant to the terms detailed in this Agreement.
7. The DEPARTMENT will require its Contractor to furnish Railroad Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of \$ 5,000,000.00 dollars, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed from Federal funds, with respect to bodily injury, death and property damage is limited to a combined amount of \$ 10,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its Contractor to furnish SFRTA a certificate of Insurance showing that the Contractor carries liability insurance (applicable on the job in question) in the amount of \$ 5,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Contractor shall include with the certificate an endorsement naming SFRTA as an additional insured on its insurance policy(ies). Such insurance is to conform with the requirements of the U.S. Department of Transportation. Federal Highway Administration, Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.
8. Upon completion of the work, SFRTA shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of the cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained on such individual project estimate. The totals for labor, travel expense, transportation, equipment, material and supplies, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

audited. Adequate reference shall be made in the billing to SFRTA's records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse SFRTA in the amount of such actual costs as approved by the DEPARTMENT's auditor.

9. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), Florida Statutes, or by the Department of Financial Services under Section 215.422(14), Florida Statutes.

In accordance with Section 287.058, Florida Statutes, the following provisions are included in this Agreement:

If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

10. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
11. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."
12. In accordance with Section 215.422, Florida Statutes, the following information is provided:

Contractors 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 Agreement 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, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the contractor. Interest penalties of less than one (1) dollar will be not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

13. SFRTA 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 SFRTA in conjunction with this Agreement. SFRTA shall:
 - (a) 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 SFRTA.
 - (b) 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.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of SFRTA 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

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

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

14. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, but 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 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; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provision is included in this Agreement.

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

16. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this agreement:

An entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply 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.

17. The DEPARTMENT'S obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature in accordance with Section 287.0582, Florida Statutes.

18. Liability for services performed under this agreement shall be governed in accordance with the terms and conditions of the Operating Agreement.

19. SFRTA shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SFRTA during the term of the contract; and
- (b) 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.

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

20. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
21. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
22. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
23. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
24. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

[Signatures on Following Page]

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

SFRTA

**South Florida Regional Transportation Authority,
A body politic and corporate and an agency of
the State of Florida**

By: _____
Bruno A. Barreiro, Chair, SFRTA Governing Board

Date: _____

Attest: _____
SFRTA Executive Director

Approved as to form and legal sufficiency

By: _____
SFRTA General Counsel

DEPARTMENT

**State of Florida, Department of Transportation,
An Agency of the State of Florida**

By: _____
Gerry O'Reilly, Director of Transportation Development

Date: _____

Legal review (DEPARTMENT):

By: _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FORCE ACCOUNT ESTIMATE

PROJECT: #####-##-##

ESTIMATE SUBJECT TO REVISION AFTER: MM/DD/YYYY

CITY: City Name

COUNTY: County Name

STATE: FL

CROSSING NO.: _____

RR MILEPOST NO.: _____

DESCRIPTION: Enter project description here

FLAGGING SERVICE:

Labor Rate: \$ _____

Flagging Days: _____

TOTAL: \$ _____

Office of Engineering and Construction – Pompano Beach, FL

Estimate Prepared By: _____ Company Name: _____ Date: _____

Approved By: _____ Date: _____

SFRTA

REVISED: MM/DD/YYYY

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
FEBRUARY 27, 2015

AGENDA ITEM REPORT

Information Item Presentation

FISCAL YEAR 2013-14 ANNUAL AUDIT REPORTS

SUMMARY EXPLANATION AND BACKGROUND:

Prior to this Governing Board meeting, copies of the SFRTA FY 2013-14 Comprehensive Annual Financial Report, Communication to the Governing Board Report, SFRTA FY 2013-14 Federal and State Single Audit Reports, and Audit Results and Financial Overview were mailed to each board member. The Sharpton Group, P.A. will attend the February 27, 2015 Governing Board Meeting and will make a short presentation on the SFRTA annual financial statements and answer any questions concerning the audit.

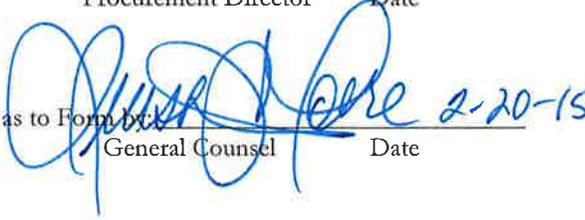
EXHIBITS ATTACHED: Exhibit 1 - PowerPoint Presentation Audit Results and Financial Overview
Exhibit 2 - Report to the Governing Board
Exhibit 3 - 2014 Federal and State Single Audit Reports
Exhibit 4 - CAFR FYE 2014

FISCAL YEAR 2013-14 ANNUAL AUDIT REPORTS

Recommended by: 
Department Director Date

Approved by: 
Procurement Director Date

Authorized by:  2/20/15
Executive Director Date

Approved as to Form by:  2-20-15
General Counsel Date



Audit Results & Financial Overview

June 30, 2014





South Florida Regional Transportation Authority Audit Results & Financial Overview

Scope of Examination:

- **Audit of Financial Statements Pursuant to Generally Accepted Auditing Standards and Government Auditing Standards**
- **Review of Internal Controls Governing Financial Operations, as well as Laws and Regulations**



South Florida Regional Transportation Authority Audit Results & Financial Overview

Scope of Examination: (cont'd)

➤ Tests of Compliance with Major Federal Awards and Major State Projects

– Federal:

▪ Federal Transit Cluster	\$37.424M
▪ Highway Planning and Construction	\$4M
▪ Transportation Economic Recovery Program	\$3.332M

– State:

▪ New Start Transit Program	\$352K
▪ South Florida Rail Corridor Dispatch System	\$1.191M
▪ Transportation Regional Incentive Program	\$2.457M

➤ Audit in Accordance with the Provisions of Chapter 10.550, Rules of Florida's Auditor General



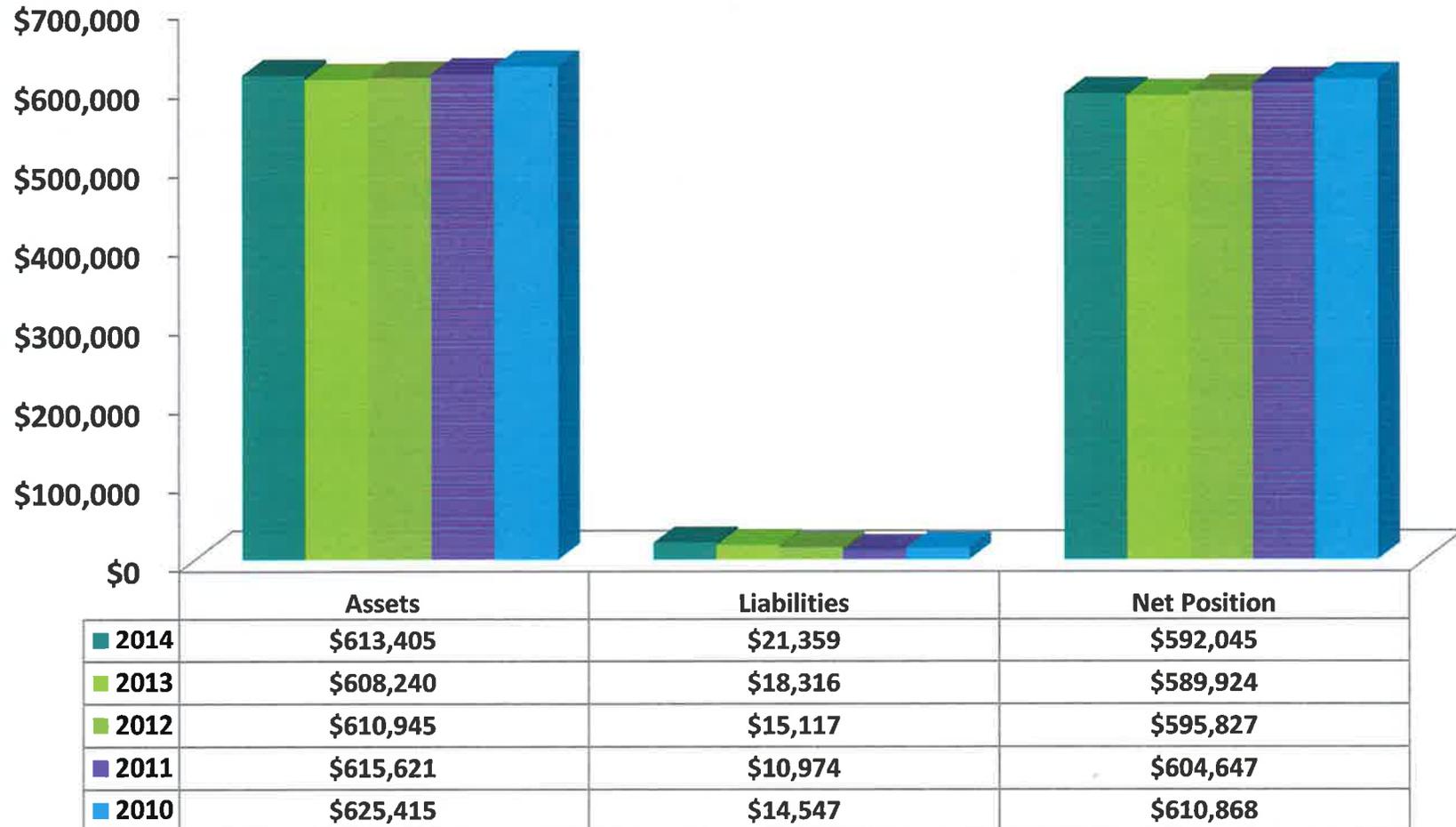
South Florida Regional Transportation Authority Audit Results & Financial Overview

Significant Audit Results:

- **Unmodified Audit Opinion on Financial Statements**
- **Unmodified Audit Opinion on OMB Circular A-133 Report and Florida Single Audit Act**
- **No Material Weakness and Significant Deficiencies Noted in the Internal Control**



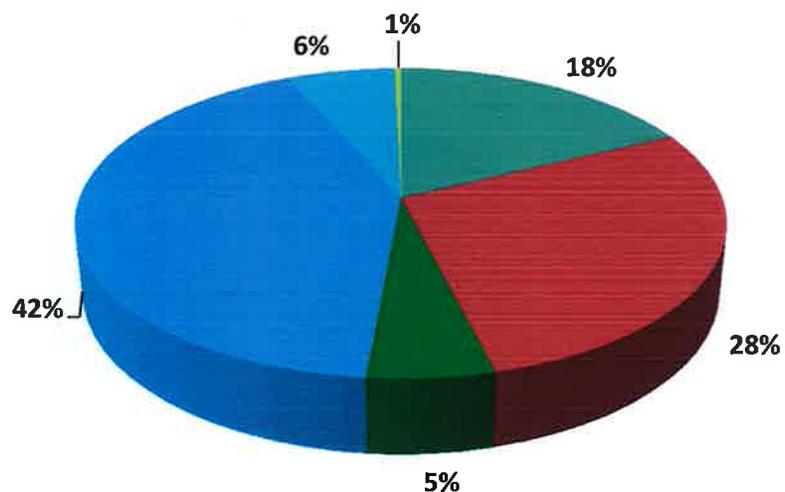
South Florida Regional Transportation Authority Statement of Net Position (000's)





South Florida Regional Transportation Authority Overview of Revenues (000's)

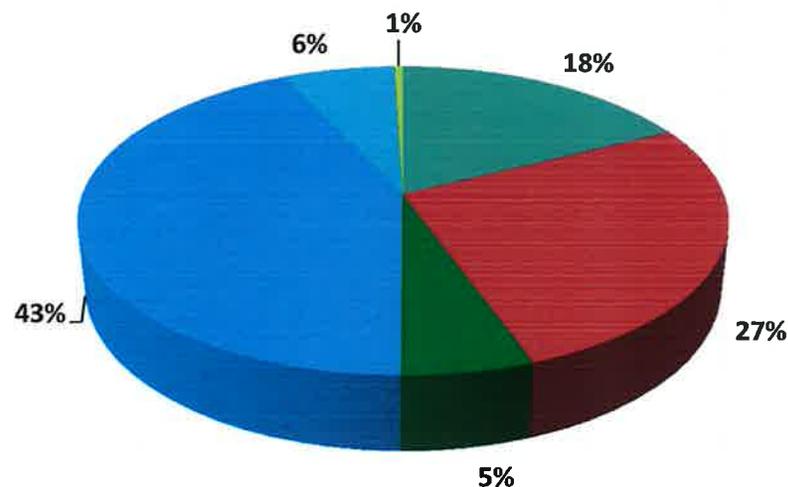
2014



- Operating-Passenger - \$13,100 - 18%
- FTA - \$20,621 - 28%
- FHWA - \$4,000 - 5%
- State (FDOT) - \$30,600 - 42%
- County Contribution - \$4,695 - 6%
- Other - \$266 - 1%

Grand Total - \$73,282

2013



- Operating-Passenger - \$12,576 - 18%
- FTA - \$19,163 - 27%
- FHWA - \$4,000 - 5%
- State (FDOT) - \$30,614 - 43%
- County Contribution - \$4,695 - 6%
- Other - \$323 - 1%

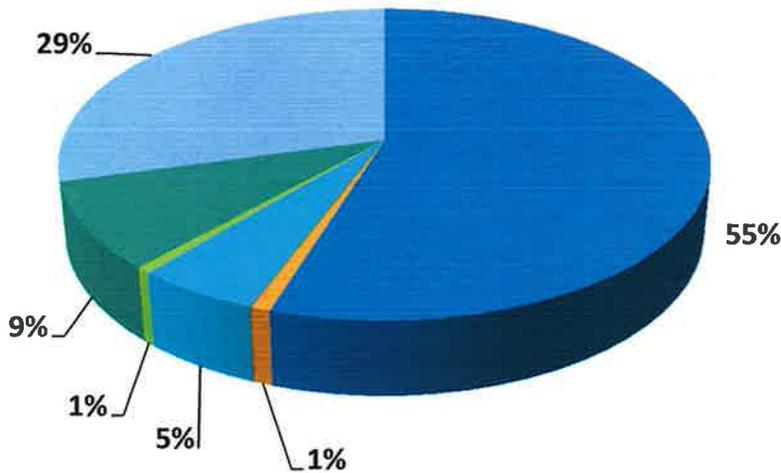
Grand Total - \$71,371





South Florida Regional Transportation Authority Overview of Operating Expenses (000's)

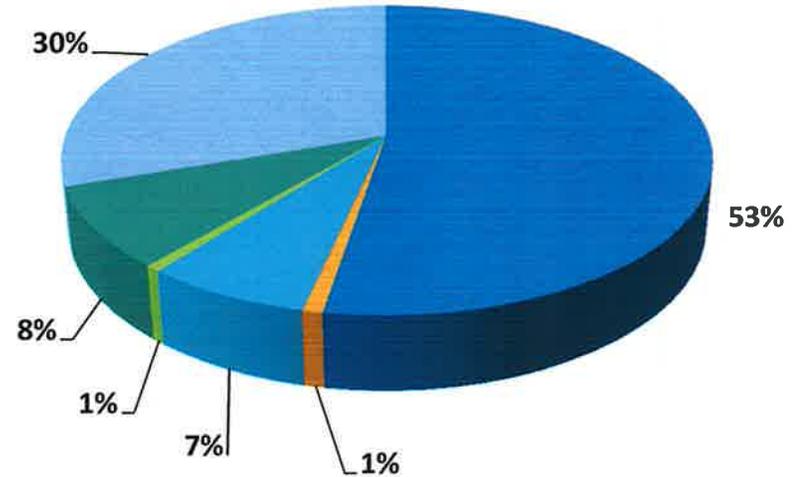
2014



- Operations - \$58,464 - 55%
- Engineering - \$895 - 1%
- Planning - \$5,739 - 5%
- Legal - \$671 - 1%
- G&E - \$9,632 - 9%
- Depreciation - \$31,059 - 29%

Grand Total - \$106,460

2013



- Operations - \$52,820 - 53%
- Engineering - \$860 - 1%
- Planning - \$7,178 - 7%
- Legal - \$646 - 1%
- G&E - \$8,531 - 8%
- Depreciation - \$30,215 - 30%

Grand Total - \$100,250



**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

REPORT TO THE GOVERNING BOARD

YEAR ENDED JUNE 30, 2014



CERTIFIED PUBLIC ACCOUNTANTS | BUSINESS CONSULTANTS



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To the Governing Board
South Florida Regional Transportation Authority
800 NW 33rd Street
Pompano Beach, FL 33064

Attention: Members of the Governing Board

We are pleased to present this report related to our audit of the financial statements of the South Florida Regional Transportation Authority (the "SFRTA") for the year ended June 30, 2014. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the SFRTA's financial reporting process.

This report is intended solely for the information and use of the Chair and Members, and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have regarding this report. We appreciate the opportunity to continue to be of service to the SFRTA.

THE SHARPTON GROUP, P.A.

The Sharpton Group, P.A.

December 18, 2014

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REPORT TO THE GOVERNING BOARD
YEAR ENDED JUNE 30, 2014**

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**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 REPORT TO THE GOVERNING BOARD
 REQUIRED COMMUNICATIONS
 YEAR ENDED JUNE 30, 2014**

Statement on Auditing Standards No. 114 requires the auditor to communicate certain matters to keep those charged with governance adequately informed about matters related to the basic financial statements audit that are, in our professional judgment, significant and relevant to the responsibilities of those charged with governance in overseeing the financial reporting process. The following summarizes these communications.

Matter To Be Communicated	Auditor's Response
Auditor's Responsibility Under Professional Standards	<p>Our responsibility is to form and express an opinion about whether the basic financial statements prepared by management are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.</p> <p>We are also responsible for conducting the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Governmental Auditing Standards. Those standards require that we obtain reasonable rather than absolute assurance about whether the basic financial statements are free of material misstatement, whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect error or fraud that is immaterial to the basic financial statements.</p>
Accounting Practices	<p>Significant or Unusual Transactions</p> <p>We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</p> <p>Alternative Treatments Discussed with Management</p> <p>We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit period.</p>
Management's Judgments and Accounting Estimates	<p>Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached "Summary of Accounting Estimates."</p>
Financial Statement Disclosures	<p>We did not identify any items relating to the neutrality, consistency, and clarity of the disclosures in the financial statements, which we deemed are required to be discussed with the SFRTA's management.</p>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 REPORT TO THE GOVERNING BOARD
 REQUIRED COMMUNICATIONS
 YEAR ENDED JUNE 30, 2014**

Matter To Be Communicated	Auditor's Response
Audit Adjustments	There were 3 client post closing adjustments recorded to the financial statement balances.
Disagreements with Management	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the basic financial statements.
Consultations with Other Accountants	We are not aware of consultations management had with other accountants about significant accounting or auditing matters.
Significant Issues Discussed with Management	There were no significant issues discussed with management.
Difficulties Encountered in Performing the Audit	We did not encounter any difficulties in dealing with management during the audit. We had the cooperation of management and free access to all appropriate information necessary to conduct our audit.
Certain Written Communications Between Management and Our Firm	<ul style="list-style-type: none"> • Engagement letter • Management representation letter
Other Matters	There were no relationships that we believe impair our independence, and we confirm that we are independent of the SFRTA.
Material Uncertainties Related to Events and Conditions that May Cast Doubt on the Ability to Continue as a Going Concern	We are not aware of any material uncertainties that cast doubt on the SFRTA's ability to continue as a going concern.

**SOUTH FLORIDA TRANSPORTATION AUTHORITY
 REPORT TO THE GOVERNING BOARD
 SUMMARY OF ACCOUNTING ESTIMATES
 YEAR ENDED JUNE 30, 2014**

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. You may wish to monitor throughout the year the process used to compute and record these accounting estimates. The following describes the significant accounting estimates reflected in the SFRTA's June 30, 2014 financial statements:

Area	Accounting Policy	Estimation Process	Comments
Depreciation on Furniture, Fixtures and Equipment	Depreciation on furniture, fixture and equipment is provided using the straight-line method.	Furniture, fixture and equipment are recorded at historical cost or estimated historical cost and depreciated using the straight-line method over the estimated useful lives of the related assets.	SBC has reviewed the process used by management and determined the methodology is consistently applied and the resulting estimate is reasonable.
Allowance for Doubtful Accounts and Related Bad Debt Expense	Accounts receivable are reported at net realizable value.	Receivables are analyzed for their collectability based on the terms and conditions of the agreements.	SBC has reviewed the process used by management and determined that management's estimate is reasonable.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

**REPORTS REQUIRED BY
THE OFFICE OF MANAGEMENT AND BUDGET
(OMB) CIRCULAR A-133 AND CHAPTER 10.550
RULES OF THE AUDITOR GENERAL
OF THE STATE OF FLORIDA**

**FOR THE YEAR ENDED
JUNE 30, 2014**

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REPORTS REQUIRED BY OMB CIRCULAR A-133
AND CHAPTER 10.550 RULES OF THE AUDITOR GENERAL
OF THE STATE OF FLORIDA
FOR THE YEAR ENDED JUNE 30, 2014**

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Governing Board of
South Florida Regional Transportation Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the business-type activities of South Florida Regional Transportation Authority (The "SFRTA"), a component unit of the Florida Department of Transportation, as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the SFRTA's basic financial statements, and have issued our report thereon dated December 18, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the SFRTA's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the SFRTA's internal control. Accordingly, we do not express an opinion on the effectiveness of the SFRTA's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the SFRTA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The Shroyton Group, P. A.

December 18, 2014



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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL
AWARDS AND STATE PROJECTS REQUIRED BY OMB CIRCULAR A-133
AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

To the Governing Board of
South Florida Regional Transportation Authority

Report on Compliance for Each Major Federal Program and State Project

We have audited South Florida Regional Transportation Authority (The "SFRTA") compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement, and the requirements described in the Department of Financial Services' State Projects Compliance Supplement, that could have a direct and material effect on each of the SFRTA's major Federal programs and State projects for the year ended June 30, 2014. The SFRTA's major Federal programs and State projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its Federal programs and State projects.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the SFRTA's major Federal programs and State projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; and Chapter 10.550, Rules of the Auditor General. Those standards, OMB Circular A-133, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program or State project occurred.

An audit includes examining, on a test basis, evidence about the SFRTA's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major Federal program and State project. However, our audit does not provide a legal determination of the SFRTA's compliance.

Opinion on Each Major Federal Program and State Project

In our opinion, the SFRTA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs and State projects for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of the SFRTA is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the SFRTA's internal control over compliance with the types of requirements that could have a direct and material effect on each major Federal program or State project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major Federal program and State project and to test and report on internal control over compliance in accordance with OMB Circular A-133 and Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the SFRTA's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program or State project on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program or State project will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program or State project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133, and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of Federal Awards and State Financial Assistance

We have audited the financial statements of the SFRTA as of and for the year ended June 30, 2014, and have issued our report thereon dated December 18, 2014, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by OMB Circular A-133, and Chapter 10.550, Rules of the Auditor General and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards and state financial assistance is fairly stated in all material respects in relation to the financial statements as a whole.

The Shroyton Group, P. A.

December 18, 2014

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014**

Section I - Summary of Auditors' Results

Financial Statements

- Type of auditors' report issued: **Unmodified**
- Material weakness(es) identified? ___ Yes X No
 - Significant deficiency(ies) identified that are not considered to be a material weaknesses? ___ Yes X None Reported
 - Noncompliance material to financial statements noted? ___ Yes X No

Federal Awards

- Internal Control over major programs:
- Material weakness(es) identified? ___ Yes X No
 - Significant deficiency(ies) identified that are not considered to be a material weakness? ___ Yes X None Reported

Type of auditors' report issued on compliance for major programs: **Unmodified**

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? ___ Yes X No

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Programs</u>
20.205	Highway Planning and Construction
20.500, 20.507, 20.525	Federal Transit Cluster
20.933	Transportation Investment Generating Economic Recovery Program

Dollar threshold used to distinguish between Type A and Type B programs: \$ 1,402,000

Auditee qualified as a low-risk auditee? X Yes ___ No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014**

Section I - Summary of Auditors' Results

State Awards ___ Yes X No

Internal control over major projects:

- Material weakness(es) identified? ___ Yes X No
- Significant deficiency(ies) identified that are not considered to be a material weakness? ___ Yes X None Reported

Type of auditors' report issued on compliance for major projects: **Unmodified**

- Any audit findings disclosed that are required to be reported in accordance with Chapter 10.550, Rules of the Auditor General. ___ Yes X No

Identification of major projects:

<u>CSFA Number(s)</u>	<u>Name of State Project</u>
55.017	New Start Transit Program
55.018	South Florida Rail Corridor Dispatch System
55.026	Transportation Regional Incentive Program

Dollar threshold used to distinguish between Type A and Type B projects \$ 300,000

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014**

Section II - Financial Statement Current Year Findings and Questioned Costs

There were no findings and questioned costs noted during the current year.

Section III - Financial Statement Prior Year Findings and Questioned Costs

There were no findings and questioned costs noted during the prior year.

Section IV - Federal and State Award Current Year Findings and Questioned Costs

There were no findings and questioned costs noted during the current year.

Section V - State Award Prior Year Findings and Questioned Costs

There were no findings and questioned costs noted during the prior year.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED JUNE 30, 2014**

<u>Federal Grantor/Pass-Through Grantor Program Title</u>	<u>Financial Management Number</u>	<u>CFDA/ CSFA Number</u>	<u>Expenditures</u>		
			<u>Federal</u>	<u>State</u>	<u>Total</u>
Federal Transit Administration					
Assistance Formula-Section 9 Grants: Planning and Preventive Maintenance					
FL-54-0008		20.525	8,225,000	-	8,225,000
FL-96-015 ARRA		20.507	3,135	-	3,135
FL-57-017		20.521	32,877	-	32,877
FL-57-023		20.521	5,025	-	5,025
FL-04-031		20.500	158,963	-	158,963
FL-57-036		20.521	237,158	-	237,158
FL-57-041		20.521	114,981	-	114,981
FL-57-050		20.521	107,357	-	107,357
FL-37-052		20.516	524,081	-	524,081
FL-37-065		20.516	606,154	-	606,154
FL-37-072		20.516	327,464	-	327,464
FL-37-082		20.516	3,964	-	3,964
FL-05-096		20.500	264,449	-	264,449
FL-05-099		20.500	8,400	-	8,400
FL-04-104		20.500	87	-	87
FL-05-110		20.500	63,675	-	63,675
FL-05-116		20.500	29,202	-	29,202
FL-04-122		20.500	382,890	-	382,890
FL-04-130		20.500	136	-	136
FL-04-139		20.500	243,305	-	243,305
FL-04-141		20.500	271	-	271
FL-04-148		20.500	255,510	-	255,510
FL-90-372		20.507	26,222	-	26,222
FL-90-672		20.507	1,285,051	-	1,285,051
FL-90-690		20.507	618	-	618
FL-90-719		20.507	1,190,837	-	1,190,837
FL-90-764		20.507	7,596	-	7,596
FL-90-845		20.507	<u>6,516,703</u>	<u>-</u>	<u>6,516,703</u>
Total Federal Transit Administration, balance forwarded			<u>\$ 20,621,111</u>	<u>\$ -</u>	<u>\$ 20,621,111</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED JUNE 30, 2014**

Federal Grantor/Pass-Through Grantor Program Title	Financial Management Number	CFDA/ CSFA Number	Expenditures		
			Federal	State	Total
Balance carried forward			\$ 20,621,111	\$ -	\$ 20,621,111
Capital					
FL-79-0002		20.933	3,331,603	-	3,331,603
FL-54-0008		20.525	283,748	-	283,748
FL-54-0010		20.525	855,339	-	855,339
FL-96-015 ARRA		20.507	8,351,660	-	8,351,660
FL-57-036		20.521	1,090	-	1,090
FL-04-039		20.500	11,842	-	11,842
FL-95-055		20.507	44,784	-	44,784
FL-95-056		20.507	2,665	-	2,665
FL-05-096		20.500	385,021	-	385,021
FL-05-109		20.500	17,707	-	17,707
FL-05-116		20.500	1,153,184	-	1,153,184
FL-04-148		20.500	21,090	-	21,090
FL-90-672		20.507	25,366	-	25,366
FL-90-690		20.507	94,419	-	94,419
FL-90-719		20.507	266,202	-	266,202
FL-90-764		20.507	5,994,748	-	5,994,748
FL-90-809		20.507	854,026	-	854,026
FL-90-845		20.507	400,574	-	400,574
			<u>22,095,068</u>	<u>-</u>	<u>22,095,068</u>
Total Federal Transit Administration			<u>42,716,179</u>	<u>-</u>	<u>42,716,179</u>
<u>Federal Highway Administration</u>					
<i>Pass-through the Florida Department of Transportation - Operating:</i>					
JPA # 5	42969318490	20.205	<u>4,000,000</u>	<u>-</u>	<u>4,000,000</u>
Total Federal Highway Administration			<u>4,000,000</u>	<u>-</u>	<u>4,000,000</u>
<u>Florida Department of Transportation</u>					
<i>Pass-through the Florida Department of Transportation - Capital:</i>					
JPA # 55	41596019401	20.312	<u>31,247</u>	<u>-</u>	<u>31,247</u>
Subtotal			<u>31,247</u>	<u>-</u>	<u>31,247</u>
Capital Grants:					
JPA # 74	42034419401	55.021	-	5,230	5,230
JPA # 84	42762519401	55.011/55.014	-	48,857	48,857
JPA # 85	42948712401	55.021	-	471,500	471,500
JPA # 86	42187139401	55.026	-	2,457,527	2,457,527
JPA # 87	42139049404	55.017	-	352,460	352,460
JPA # 88	43454419401	55.018	-	1,191,422	1,191,422
Subtotal			<u>-</u>	<u>4,526,996</u>	<u>4,526,996</u>
Total Florida Department of Transportation			<u>31,247</u>	<u>4,526,996</u>	<u>4,558,243</u>
Total Expenditures of Federal Awards and State Financial Assistance			<u>\$ 46,747,426</u>	<u>\$ 4,526,996</u>	<u>\$ 51,274,422</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED JUNE 30, 2014**

Note 1 - General

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance included herein represents the Federal and State grant activity of the South Florida Regional Transportation Authority (the "SFRTA").

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

The information in this schedule is presented in accordance with accounting principles generally accepted in the United States and the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and Chapter 10.550, Rules of the Auditor General. Some amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

Basis of Accounting

The expenditures in the accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance are presented using the accrual basis of accounting. The accrual basis recognizes expenses when they are incurred.

Note 3 - Contingencies

Grant monies received and disbursed by the SFRTA are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based upon prior experience, the SFRTA does not believe that such disallowances, if any, would have a material effect on the financial position of the SFRTA. As of December 18, 2014, management is not aware of any material questioned or disallowed costs as a result of grant audits in process or completed; however, the possible disallowance by a governmental agency of any item charged to a program or project cannot be determined at this time.



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Management Letter in Accordance with the Rules of the Auditor General of the State of Florida

To the Governing Board of
South Florida Regional Transportation Authority

Report on the Financial Statements

We have audited the financial statements of the South Florida Regional Transportation Authority (the "SFRTA") as of and for the fiscal year ended June 30, 2014, and have issued our report thereon dated December 18, 2014.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated December 18, 2014, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no prior year findings and recommendations.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority of the primary government and component unit are disclosed in the notes to the financial statements.

Financial Condition

Section 10.554(1)(i)5.a., Rules of the Auditor General, requires that we report the results of our determination as to whether or not SFRTA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the SFRTA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the SFRTA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Section 10.554(1)(i)5.b., Rules of the Auditor General, requires that we report the results of our determination as to whether the annual financial report for the SFRTA for the fiscal year ended June 30, 2014, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended June 30, 2014. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Directors and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

The Shrypton Group, P. A.

December 18, 2014

2014

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY



COMPREHENSIVE ANNUAL FINANCIAL REPORT



FISCAL YEAR ENDED JUNE 30, 2014

A Component Unit of the State of Florida Department of Transportation



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY COMPREHENSIVE ANNUAL FINANCIAL REPORT

A Component Unit of the State of Florida Department of Transportation

FISCAL YEAR ENDED JUNE 30, 2014

Prepared by
Finance Department
Accounting Division



JACK L. STEPHENS
Executive Director



RICHARD D. CHESS, MBA
Director of Finance

MESSAGE FROM THE EXECUTIVE DIRECTOR

This is the first time I have the privilege to write to you as the Executive Director of the South Florida Regional Transportation Authority (SFRTA), having assumed that position in February after the departure of long-time Executive Director Joe Giulietti, who left the authority in January to become President of Metro-North Commuter Railroad, MTA, New York.

Having spent more than a decade with SFRTA as its Deputy Executive Director, I came into this position with full knowledge of its many challenges and achievements. Fiscal Year 2014 brought a number of milestones that I am pleased to have the opportunity to share with you.

First and foremost, we are finally in receipt of virtually all of the new rolling stock we had on order. Our passengers are now enjoying the comfort of 24 new Rotem Hyundai passenger cars and the reliability provided by 11 new American-made locomotives. One final locomotive remains to be delivered. The purchase of the new equipment was made possible through the support of the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT).

In spite of plummeting gas prices, ridership continued to show modest growth during Fiscal Year 2014. The rate of approximately 5 percent exceeded the national average of 1.5% according to the American Public Transportation Association. Ridership again exceeded 4 million passengers. More than 1 million of those passengers availed themselves of the convenience of the complementary SFRTA-operated shuttle bus connections.

Substantial progress was made on the construction of the new Central Station at the Miami Intermodal Center (MIC) at the Miami International Airport. When the station opens in early 2015, it will complete what will become a world-class gateway to South Florida and the entire state.

The SFRTA benefits from the dedication and guidance of the 10-member Governing Board, which has been very supportive of the SFRTA's committed, hard-working professional staff. The senior management team at the Authority has been together for more than 10 years, creating a continuity of leadership enjoyed by few other transit agencies in this country.

Our future appears very bright indeed. With a new station coming on board in Miami, the construction of a LEED certified station in Pompano Beach adjacent to a new SFRTA operations center, continued discussion about operating passenger rail on the FEC corridor through the Tri-Rail Coastal Link project, the possibility of expanding service into Jupiter, and anticipating the assumption of the responsibility for dispatch and maintenance of the entire corridor, the SFRTA is poised to enhance its positive impact on the region and increase its service to the people of South Florida.

Sincerely,



Jack L. Stephens
Executive Director

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SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY

INTRODUCTORY SECTION



2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT

**LETTER OF TRANSMITTAL
GOVERNING BOARD AND MANAGEMENT
MISSION STATEMENT
ORGANIZATIONAL STRUCTURE
CERTIFICATE OF ACHIEVEMENT**

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**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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December 18, 2014

Commissioner Bruno A. Barrerio, Chair and
The Governing Board
South Florida Regional Transportation Authority
Pompano Beach, Florida

State law requires that each local government complete its financial statements for the most recent fiscal year in compliance with generally accepted accounting principles and the uniform chart of accounts prescribed by the Department of Financial Services. In accordance with state law, staff is proud to present the South Florida Regional Transportation Authority (SFRTA) Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2014. This report signifies the SFRTA commitment to provide financial information that is accurate, concise, reliable, and of the utmost quality to its Governing Board, the citizens of the tri-county area, and all other interested parties.

The SFRTA developed this report with an emphasis on clarity, presentation, and completeness, in all material respects, and to present fairly the financial position and results of the SFRTA operations. All disclosures necessary to gain a full understanding of the SFRTA financial activities have been included.

Assumption of Responsibility: The SFRTA management produced this report in accordance with guidelines recommended by the Government Finance Officers Association of the United States and Canada (GFOA). The responsibilities for the accuracy, fairness, and completeness of the financial statements, note disclosures, supplementary schedules, and statistical data presented rest with the management of the SFRTA. It is the representation of management that the enclosed data presents fairly, in all material respects, the financial operations of the SFRTA.

Internal Control: The present accounting system includes the necessary internal controls to ensure reasonable, but not absolute assurance, regarding the safekeeping of assets against loss from unauthorized use or disposition. It also ensures that adequate accounting data are combined to allow for the preparation of financial statements in conformity with accounting principles generally accepted in the United States of America. The concept of reasonable assurance recognizes that the cost of controls should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management.

Evaluations of internal control occur on a periodic basis. We believe that the SFRTA current internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

As a recipient of federal, state, and county financial assistance, the SFRTA is also responsible for ensuring that an adequate internal control structure is in place to ensure compliance with applicable laws and regulations related to those programs. The SFRTA is required to undergo an annual single audit in conformity with the provisions of the U.S. Office of Management and Budget Circular A-133, Audits of States and Local Governments and Non-Profit Organizations and the requirements described in Chapter 10.550, *Rules of the Auditor General*, State of Florida. The results of the single audit for the fiscal year ended June 30, 2014, provided no findings related to the compliance requirements of OMB A-133 or violations of applicable laws and regulations. Information relating to findings, recommendations, and all other aspects concerning this single audit are included in a separate document.

Independent Audit: The Sharpton Group, P.A. an independent Certified Public Accounting Firm, has audited the financial statements of the SFRTA. The Sharpton Group, P.A. rendered an unmodified opinion on the financial statements in their report located in the Financial Section on page 13.

Management's Discussion & Analysis (MD&A): The MD&A provides the reader of our financial statements with an overview of our current financial condition. The information contained in the MD&A is presented in greater detail than the information in this Letter of Transmittal. The MD&A can be found on pages 15 – 31 in the CAFR.

SFRTA PROFILE

General Information:

South Florida metropolitan area encompasses the southeastern part of the U.S. State of Florida and covers the counties of Miami-Dade, Broward, and Palm Beach, which are the three most populous counties in Florida. The term "South Florida" is roughly synonymous with the Gold Coast. In 2014, the population of South Florida was estimated at 5.8 million by the US Census Bureau making it the eighth largest metropolitan area in the United States behind New York, Los Angeles, Chicago, Dallas, Philadelphia, Houston and Washington D.C.

The South Florida area is locally served by the SFRTA, Broward County Transit (BCT), Palm Tran (Palm Beach), and Miami-Dade Transit (MDT). The SFRTA, which operates Tri-Rail, provides commuter rail service within the tri-county area, operating 50 weekday trains, 30 Saturday trains, and 30 Sunday trains along a 72-mile stretch of commuter rail.

The Governing Board consists of ten members: one County Commissioner from each county (three appointments); one citizen appointee from each county commission (three appointments); a Florida Department of Transportation (FDOT) – District Secretary (one appointment); and one governor's appointee from each of the three counties (three appointments).

Component Unit of FDOT: The SFRTA is included as a component unit of FDOT. FDOT includes the SFRTA as a component unit based on the special financing relationship that exists between the SFRTA and FDOT. The SFRTA is designated as an enterprise fund of the FDOT.

Annual Budget: The SFRTA Governing Board approves the SFRTA annual operating budget. The Governing Board must also approve any required revisions that result in an increase to total expenses. The budget is maintained at a department level and is categorized by function: Operations, Train & Station Maintenance, Personnel Expenses, General & Administrative Expenses, Corporate and Community Outreach, Professional Fees, Legal, Contingency and Expenses transferred from/to Capital. Expenses Line item budgetary controls are maintained by the utilization of purchase orders limited to the boundaries of the budget and by establishing contractual obligations within the confines of the budget. In addition, financial statements, which detail month-to-date and the year-to-date actual versus budgeted expenditure comparisons, are presented to the Governing Board on a monthly basis for review.

Funding for the SFRTA budget is provided through fees collected at train stations, subsidies provided by FDOT, the Federal Transit Administration (FTA), and the three counties serviced by the SFRTA.

ECONOMIC CONDITION AND OUTLOOK

Local Economy:

With approximately 91.5 million visitors providing an estimated \$71.8 billion to the Florida economy, Florida tourism is second only to California, and aside from Orlando, the South Florida area is the next major destination for tourists. The South Florida tourism industry creates jobs for the region and generates many billions towards the South Florida economy.

The South Florida area is also a major player in the international trade arena. With three international airports, as well as, three deep-water seaports, the tri-county area provides easy access to Latin and South America. South Florida's strength as an international trade player is evident by the fact that it ranks among the top 10 largest metropolitan areas in exports, its leading export being professional services to Latin America.

South Florida's economy has begun to show a slow rebound evidenced by a decrease in the unemployment rate from 7.1% in 2013 to 6.1% in 2014. In addition, the housing market is recovering from the sinking home values the region experienced in 2007. Fortunately, this encouraging recovery sign in the economy at the national, state, and local levels resulted in an increase in ridership in fiscal year 2014.

Long Term Financial Planning:

Despite the state of the local economy, the South Florida population continues to grow and the role of the SFRTA becomes even more crucial. With no place to build new highways, the need for mass transit becomes critical. The SFRTA is committed to creating a first-class transportation network by continuing to be instrumental in the planning and building of a transportation network that will provide for efficient and reliable movement of commuters throughout the tri-county region.

In June 2003, Governor Jeb Bush signed legislation requiring the three counties in the SFRTA service area to contribute \$2.67 million each in funding to the SFRTA. To date the three counties have contributed approximately \$88.1 million, and the SFRTA has used approximately \$48.0 million in various capital projects.

At the completion of the Segment 5 project the SFRTA has expanded Tri-Rail operations from 40 to 50 trains per day, which enabled Tri-Rail to run 20-minute headways during rush hour. The SFRTA estimates that these improvements will serve 19,049 average daily boardings by 2015.

In December 2009, in a special session, FDOT, per FL Statutes-Title XXVI Public Transportation Section 343.51, awarded the SFRTA a dedicated funding source from the State Transportation Trust Fund in the amount of approximately \$13.3 million to support its operations and expansion. This dedicated revenue stream will enable the SFRTA to continue operating its existing schedule of 50 trains on weekdays and 30 trains on weekends and holidays. In addition, FDOT is committed to provide to the SFRTA approximately \$17.3 million for fiscal year 2014-15 for operating assistance.

The Miami Airport Station, closed for more than two years for reconstruction, will reopen early in 2015. The Station will provide passengers with a direct connection to the airport terminal by way of an escalator that will transport them to the Miami Intermodal Center (MIC).

The SFRTA received 2 new locomotives in FY 2014 and will be receiving an additional 10 in FY 2015.

Finally, the SFRTA is in the final negotiations steps to take over the dispatch and maintenance of the South Florida Rail Corridor. The transition is scheduled to occur in early 2015.

Relevant Financial Policies

The SFRTA operates as an enterprise fund and the accounting records are maintained on an accrual basis of accounting. The SFRTA reviews financial policies annually with the adoption of the Operating and Capital Budget. The SFRTA prepares its budgets, capital improvement plans, and forecasts with the various financial policies in mind, and operates in compliance with the policies. The policies help to ensure the ability to meet short and long term initiatives.

Major Initiatives:

Tri-Rail Coastal Link (formerly known as the South Florida East Coast Corridor Transit Analysis Study):

The FDOT District IV has been leading the *South Florida East Coast Corridor (SFECC) Transit Analysis Study* in Palm Beach, Broward, and Miami-Dade Counties since 2004. The study corridor is centered on the Florida East Coast (FEC) Railway right-of-way that generally parallels US Route 1 in the three (3) counties. The SFRTA has been a critical partner throughout the many phases of the SFECC study process. The SFRTA staff has continually coordinated

with the FDOT SFECC project team, other partner agencies, and various local municipalities to properly plan for Tri-Rail expansion onto the FEC corridor.

The FDOT's and The SFRTA's differing approaches to implementation of new FEC corridor commuter rail services emerged in 2011, creating tremendous challenges for the project. In early 2012, the region's Metropolitan Planning Organizations (MPO)s and Regional Planning Councils (RPC)s (working through the Southeast Florida Transportation Council, a.k.a. SEFTC) worked to reconcile and merge the differing FDOT and the SFRTA approaches. These efforts led to an agreed upon new project name ("Tri-Rail Coastal Link") and a new project process and framework that was expanded and developed into a formal Memorandum of Understanding (MOU). The MOU importantly documents the roles, responsibilities and process for all of the parties going forward. The Tri-Rail Coastal Link (TRCL) Memorandum of Understanding (MOU) was unanimously approved by the region's MPOs, RPCs and the SFRTA Governing Board, and signed by the State of Florida Rail Enterprise in May 2013. SFRTA's roles and responsibilities for the project going forward are clearly defined in the MOU, including: FTA grant recipient and project sponsor; lead of the project finance plan; lead of the design/engineering and construction phases; and operator of the Tri-Rail Coastal Link service. SFRTA will support FDOT's role as lead for the TRCL Project Development phase, which is scheduled to begin in January 2015.

The SFRTA's recent efforts on the Tri-Rail Coastal Link have included continued work on an economic and market analysis of proposed station areas, financial plan development, extensive technical support work on operating scenarios and costs, and technical coordination in other areas. A great deal of technical coordination now occurs with the All Aboard Florida passenger rail project, which proposes new privately financed and operated inter-city service along the FEC corridor between Miami and Orlando. Coordination also consists of tri-party negotiations/discussions (FEI, FDOT, and the SFRTA) for Tri-Rail Coastal Link access rights to operate on the FEC corridor. These negotiations/discussions began in the summer of 2013 and are still ongoing.

Central Broward Transit Study (CBT):

The proposed Central Broward East-West transit line runs from Fort Lauderdale-Hollywood International Airport (FLL) northward to downtown Fort Lauderdale, then westward to Sawgrass Mills Mall and the BB&T Center arena. There are no existing tracks along the corridor, so a new premium transit system would have to be designed and constructed.

The project's Locally Preferred Alternative (LPA) was unanimously approved by the Broward MPO in 2005, and was modified along the project's western end in 2006. The resulting alignment in the western area shifted away from 136th street and over to Florida Power and Light (FPL) and canal rights of way.

In 2009, the project was renamed the Central Broward Transit (CBT) Study. An environmental review process for the CBT began, with a Draft Environmental Impact Statement (DEIS) to be produced at its conclusion. Alignment alternatives for the new CBT transit service were revisited as part of this process. A change in the alignment has taken place in the vicinity of the South

Florida Education Center, as the alignment now shifts to the south (away from I-595) between University Drive and US 441 in order to better serve the Education Center. The project also reconsidered the potential transit mode for the entire corridor. New options propose either Bus Rapid Transit (BRT) for the entire alignment or a combination of Modern Streetcar for the eastern half of the alignment (from University Drive to the Fort Lauderdale-Hollywood International Airport and downtown Fort Lauderdale). The project now has a greater focus on integrating with shorter-term transit plans, such as the forthcoming 595 Express bus service and The Wave (downtown Fort Lauderdale streetcar).

In October 2012, the Broward MPO approved a revised LPA for the CBT Study. The LPA consists of BRT/express bus between the Sawgrass Mills/BB&T Center and the South Florida Education Center, with Modern Streetcar on the eastern half of the alignment (from the South Florida Education Center to the Fort Lauderdale-Hollywood International Airport, downtown Fort Lauderdale, and the Fort Lauderdale Tri-Rail Station). Coordination continues among the CBT project team and the partnership (now being led by SFRTA) that working to develop the Wave Streetcar project in Downtown Fort Lauderdale. It is increasingly likely that elements of the CBT project will become extensions of the Wave Streetcar, with a partnership led by FDOT District IV to study CBT/Wave extensions to Fort Lauderdale-Hollywood International Airport and to Port Everglades/Broward County Convention Center in greater detail beginning in 2015.

Leadership in Environmental and Energy Design (LEED)

In November 2011, the SFRTA received \$ 5.7 million from the FTA Transit Investment in Greenhouse Gas and Energy (TIGGER) III Program to construct Tri-Rail's first green, LEED certified, sustainable train station. The project will showcase a prototype "Green Demonstration" train station with enhanced safety, passenger amenities, and vehicular circulation. The station will feature electric vehicle charging stations, solar panels on platform canopies for station energy generation, upgraded LED lighting and a new pedestrian bridge over tracks consistent with other Tri-Rail stations along the corridor. The upgrades are expected to reduce station operating and maintenance costs, improve station area circulation and access and exhibit landscaping methods that will potentially conserve water and reduce pollution.

In 2014, the SFRTA Governing Board approved the pursuit of a new Operations Center at the Pompano Beach Tri-Rail Station. Analysis determined that the east parking lot area at the Pompano Beach Station was the preferred location for the new Operations Center. The new Operations Center and previously funded Green Demonstration station have now been combined into one project, which will have numerous LEED certified elements. Construction on the project is anticipated to begin in 2015.

The Wave

In 2010 and 2011, the SFRTA became more directly involved in The Wave, a planned 2.7 mile streetcar system in downtown Fort Lauderdale. Since 2004, a partnership led by the Downtown Development Authority (DDA) of Fort Lauderdale has been steadily advancing the project from concept to reality. In 2008, a LPA was endorsed by Broward County, the City of Fort Lauderdale, and the DDA, and became immersed in the FTA Small Starts process. The SFRTA

became part of The Wave partnership in 2010, and in 2011 agreed to become the FTA project sponsor and manager of design and construction.

Many positive steps have been taken throughout in recent years. In June 2012, The Wave was awarded an \$18 million in Transportation Investment Generating Economic Recovery (TIGER) grant by the U.S Department of Transportation. Key Federal environmental documentation has also been completed. An Alternatives Analysis/Environmental Assessment (AA/EA) was completed, with FTA issuing a Finding of No Significant Impact (FONSI) for the Analysis/Environmental Assessment (AA/EA) document in September of 2012. The City of Fort Lauderdale approved a special assessment district along the Wave Streetcar route on July 9, 2013, which is a key funding component of the project. In addition, a FTA Small Starts grant for the Wave has recently been recommended as part of the President's FY 2015 budget, but is currently pending approval by Congress.

West Palm Beach Intermodal Center:

In late 2003, the SFRTA, in conjunction with Palm Beach County, the City of West Palm Beach, FDOT and the Treasure Coast Regional Planning Council (TCRPC), formed a task force to evaluate the development potential of properties surrounding the current West Palm Beach Tri-Rail Station. The task force used the community charrette process to develop a Master Plan for Transit Oriented Development (TOD) on an approximately 36-acre site.

Stations on mobility-enhanced transit corridors are conducive to Transit Oriented Development (TOD). The site has the potential for a successful TOD implementation that will enhance transit services, while encouraging additional supportive land uses within proximity of the station.

The Palm Beach County Health Department headquarters building (east of the station) has been constructed, which is one of the TOD components. Construction was also completed in May 2009 for the Palm Tran intermodal center and bus transfer facility (immediately west of the station). The intermodal center also includes a new surface parking facility for Tri-Rail and Palm Tran patrons. The parking facility consists of 118 new parking spaces and was opened to the public in August 2009. Since then, TOD plans for the intermodal center and surrounding properties has progressed. These include a proposal for a large-scale mixed-use development that would be located on top of the recently completed bus transfer facility and surface parking lot. The Palm Beach County Commission approved key elements of the TOD plan in 2012, allowing for the project to move forward.

The City of West Palm Beach is also pursuing short-term improvements on the east side of the station, consisting of parking lot redesign and resurfacing, pedestrian friendly features, and lighting upgrades. A portion of the funding for these east side station improvements will come from federal earmark funds originally granted to the SFRTA. The parking lot redesign and pedestrian enhancement components of the east side improvements were completed in mid-2012, with additional enhancements being constructed in the Fall of 2014.

Awards and Acknowledgements

The GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to the SFRTA for its CAFR report for the fiscal year ended June 30, 2013. In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently

organized CAFR. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Once again, the SFRTA has successfully prepared an outstanding CAFR. An achievement made possible by the dedicated service of the entire staff. Special thanks go to the staff of the Finance Department for their support and devotion to this project. We can praise them all for their continued efforts to improve performance and reporting excellence.

Additionally, we extend our appreciation to The Sharpton Group, P.A. for their guidance and professional assistance in the preparation of this report.

Respectfully submitted,



Jack L. Stephens
Executive Director



Richard D. Chess, MBA
Director of Finance

GOVERNING BOARD AND MANAGEMENT

GOVERNING BOARD



STEVEN L. ABRAMS
*Palm Beach County
Commissioner*



BRUNO A. BARREIRO
*Miami-Dade County
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JAMES A. CUMMINGS
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ANDREW FREY
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MARIE HORENBURGER
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KRISTIN JACOBS
*Broward County
Commissioner*



JAMES A. SCOTT
Governor's Appointee



JAMES A. WOLFE
*FDOT Appointee
District Secretary*

EXECUTIVE MANAGEMENT



JACK L. STEPHENS
Executive Director



TERESA MOORE
General Counsel



JEFFREY OLSEN
Deputy General Counsel

SENIOR MANAGEMENT



BRAD BARKMAN
Operations Director



CHRIS BROSS
Procurement Director



RICHARD D. CHESS
Director of Finance



WILLIAM CROSS
*Planning & Capital
Development Director*



DIANE HERNANDEZ-DEL CALVO
*Administration Director/
EEO Officer*



MARY JANE LEAR
Human Resources Director



RENEE MATTHEWS, CPA
*Comptroller/Director of
Information Technology*



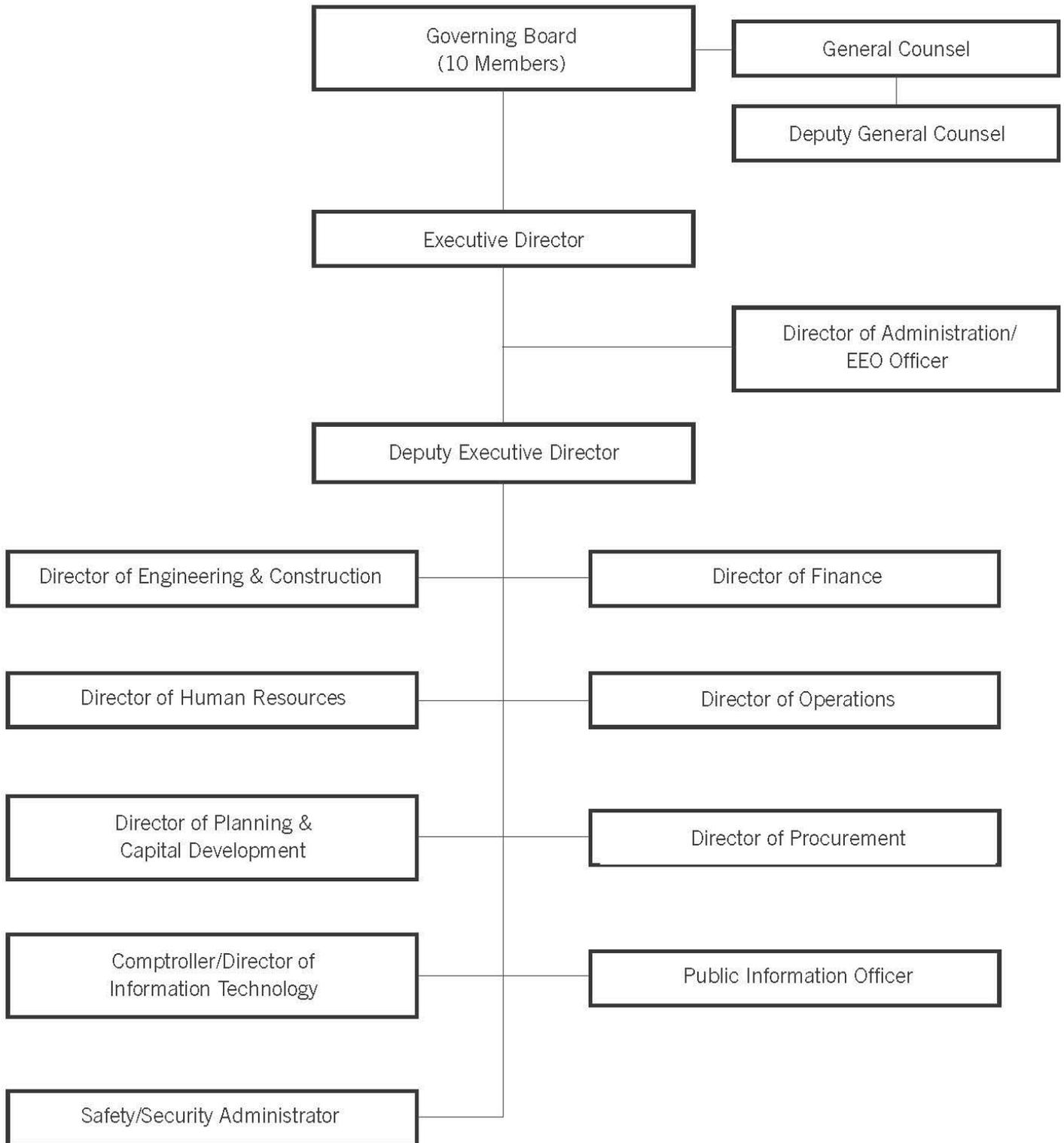
DANIEL MAZZA, P.E.
*Engineering & Construction
Director*

MISSION STATEMENT

“To coordinate, develop and implement, in cooperation with all appropriate levels of government, private enterprise and citizens-at-large in the community, a viable regional transportation system in South Florida that endeavor to meet the desires and needs for the movement of people, goods and services.”



SFRTA'S ORGANIZATIONAL STRUCTURE





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**South Florida Regional
Transportation Authority**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2013

Executive Director/CEO



SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY

FINANCIAL SECTION



2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT

**INDEPENDENT AUDITORS' REPORT
MANAGEMENT'S DISCUSSION AND ANALYSIS
BASIC FINANCIAL STATEMENTS
NOTES TO THE FINANCIAL STATEMENTS
SUPPLEMENTARY INFORMATION**

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Independent Auditors' Report

To the Governing Board of
South Florida Regional Transportation Authority

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of the South Florida Regional Transportation Authority (the "SFRTA"), a component unit of the Florida Department of Transportation, as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the SFRTA's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the SFRTA as of June 30, 2014, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.



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Other Matters

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 15–31 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the SFRTA's basic financial statements. The introductory section, supplemental schedules of operating expenses and statistical and general information section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplemental schedules of operating expenses listed in the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental schedules of operating expenses are fairly stated in all material respects in relation to the financial statements as a whole. The introductory section and statistical and general information section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 18, 2014 on our consideration of the SFRTA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the SFRTA's internal control over financial reporting and compliance.

The Sharpton Group, P. A.

December 18, 2014

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As management of the South Florida Regional Transportation Authority (SFRTA) we wrote this Management's Discussion and Analysis (MD&A) to provide the reader of our Comprehensive Annual Financial Report (CAFR) with an overview of our current financial condition. This Analysis should be read in conjunction with our Letter of Transmittal, found on pages 1 - 8 of this CAFR, and the financial statements immediately following the MD&A. Our intent was to make this analysis objective, based on currently known facts.

The SFRTA's CAFR consists of four parts: a Management's Discussion and Analysis, the basic financial statements, Notes to the financial statements and required supplementary information.

The MD&A is also divided into four sections:

Section I-Overview of the Financial Statements: Section I gives the reader an overview of the SFRTA's basis of accounting, measurement focus, the types of financial statements the SFRTA issues and financial highlights for fiscal year 2014.

Section II-Financial Analysis of the SFRTA: This section provides the reader with an analysis of changes in the SFRTA's net position, an analysis of the SFRTA's operations and financial condition for the fiscal year ended June 30, 2014, condensed financial information derived from the Statement of Net Position, the Statement of Revenue, Expenses and Changes in Net Position. In many cases, we have provided a comparison to fiscal year 2013.

Section III-Changes in Capital Assets and Long-Term Debt: This section discusses the SFRTA's purchase of capital assets, depreciation expense and the value of any asset disposed of during the year. This section also describes the SFRTA's policy on long-term debt.

Section IV-Economic Factors and Next Year's Budget and Rates: In Section IV, the SFRTA staff discusses known facts, decisions or conditions that could, or will have an impact on the SFRTA's operations.

There is no discussion on budgets since an analysis on budgets for Enterprise Funds is not one of the items specifically described by Paragraph 11 of Governmental Accounting Standards Board (GASB) Statement No. 34. There is, however, information concerning the SFRTA's budget in Note 1.G in the Notes to the Financial Statements.

There is also no discussion on infrastructure assets as the SFRTA does not report these assets on a modified accrual basis, because the SFRTA operates as an enterprise fund, the SFRTA records its assets on the full accrual basis.

I. OVERVIEW OF THE FINANCIAL STATEMENTS

The SFRTA's fiscal year starts July 1, and ends June 30. The SFRTA operates as an enterprise fund and adheres to the accounting standards as set forth by the GASB, including GASB Statements Nos.

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33 and 34 and all applicable Financial Accounting Standards Board (FASB) pronouncements, prior to November 30, 1989.

For reporting purposes, the SFRTA considers itself a special-purpose government engaged only in business-type activities. The required financial statements for this type of entity are:

1. **Statement of Net Position:** This statement is quite similar to the balance sheet used in commercial businesses.
2. **Statement of Revenue, Expenses and Changes in Net Position:** This statement puts an emphasis on total net assets and is quite similar to a profit and loss statement used in commercial businesses.
3. **Statement of Cash Flows (Direct Method):** This statement shows cash flows, both inward and outward in terms of operating activities, financing activities and investing activities.

The enterprise fund Statements of Net Position; and Revenue, Expenses and Changes in Net Position are presented using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus is essentially full commercial accounting with depreciation of capital assets. The accrual basis of accounting recognizes revenue in the period in which they are earned and become measurable and recognizes expenses in the period in which they are incurred. The determination of net loss is measured by the matching of revenue earned with expenses incurred.

The SFRTA records all assets and all liabilities on the Statement of Net Position. The SFRTA records capital assets in the Statement of Net Position at historical cost net of accumulated depreciation. In accordance with the SFRTA's policies and procedures, the SFRTA capitalizes all assets costing \$1,000 or more with a useful life greater than one year, except for land and construction in progress, and depreciates assets over their useful life (Note 1. J of the Notes to the Financial Statements provides additional detail on depreciation).

The SFRTA defines operating revenue and operating expenses as those revenue and expenses that can be attributable to the operations of its trains. Operating revenue consists of fares and other services. Fares are revenue collected from passengers. Other services consist of revenue generated at train stations, such as vending machine revenue. Operating expenses are those expenses, which are necessary for the daily operations of the trains and include train-operating costs, marketing costs, engineering costs, planning costs, legal costs, general and administrative costs and depreciation. Depreciation is a non-funded expense. The SFRTA classifies interest income, subsidies and grants as Non-Operating Revenue.

Financial Highlights

- In fiscal year 2014, Broward, Miami-Dade and Palm Beach Counties contributed the eleventh \$2.67 million contribution (\$8.01 million in total) to the SFRTA. Since fiscal year 2004, Broward, Miami-Dade and Palm Beach Counties have contributed \$8.01 million per

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year to the SFRTA. Total received to date is approximately \$88.1 million. In fiscal year 2007, the SFRTA used \$7 million to leverage additional Federal and State funds for the Segment 5 project, and approximately \$1.4 million of the Counties' Contributions were used toward the purchase of commuter railcars in fiscal year 2008. In fiscal year 2009 and fiscal year 2010, the SFRTA used approximately \$1.4 million and \$1.2 million, respectively, for various capital projects. In addition, the entire 2010 contribution of \$8.01 million was used to fund the SFRTA's operations. In fiscal year 2011, and fiscal year 2012, the SFRTA used approximately \$1.9 and \$11.5 million to fund various capital projects. In fiscal year 2013, the SFRTA used approximately \$10.9 million to fund various capital projects. In fiscal year 2014, the SFRTA used approximately \$4.6 million to fund various capital projects. As of June 30, 2014, the remaining funds of approximately \$40.1 million will be used to leverage funds for future capital projects.

- In fiscal year 2014, the SFRTA's total net position was approximately \$592.1 million reflecting an increase of approximately \$2.1 million or 0.4%. Approximately \$18.9 million or 3.2% of the net position are unrestricted. The increase in total net position is due to the increase in net investment in capital assets of approximately \$831,000 and a net increase in restricted position and unrestricted position of \$1.3 million. In fiscal year 2013, the SFRTA's total net position was approximately \$589.9 million reflecting a decrease of approximately \$5.9 million or 1.0%. Approximately \$21.0 million or 3.6% of the 2013 net position are unrestricted. The decrease in total net position was due to a decrease in net investment in capital assets of approximately \$3.8 million and a decrease in restricted and unrestricted position of approximately \$2.0 million.
- In fiscal year 2014, operating expenses, before depreciation, increased by approximately \$5.4 million or 7.7%. For fiscal year 2013, operating expenses, before depreciation, increased by approximately \$4.9 million or 7.7%. In fiscal year 2012, operating expenses, before depreciation, increased by approximately \$5.2 million or 8.6% when compared to fiscal year 2011.
- Operating revenue in fiscal year 2014 increased by approximately \$525,000 or 4.2%. In fiscal year 2013, operating revenue increased by approximately \$303,000 or 2.5% while in fiscal 2012 operating revenue increased by approximately \$1.0 million or 9.3%.

II. FINANCIAL ANALYSIS OF THE SFRTA

Summary of Net Position

Current assets:

Current assets in fiscal year 2014 increased by approximately by \$4.3 million or 5.5%, compared to fiscal year 2013. The increase in fiscal year 2014 is due to an increase of approximately \$7.7 million in accounts receivable from FDOT, FTA, Miami-Dade; an increase of approximately \$15,000 in accounts receivable from the Broward Metropolitan Planning Organization "BMPO";

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and an increase of approximately \$85,000 in prepaid expenses. These increases were offset by the decrease of approximately \$3.5 million in cash and cash equivalents.

Current assets in fiscal year 2013 increased by approximately by \$1.1million or 1.5% as compared to fiscal year 2012. The increase in fiscal year 2013 was primarily due to an increase of approximately \$9.4 million in accounts receivable from FDOT, FTA and Miami-Dade, an increase of approximately \$259,000 in accounts receivable from the Broward Metropolitan Planning Organization "BMPO" and an increase of approximately \$25,000 in prepaid expenses. These increases were offset by a decrease of approximately \$8.5 million in cash and cash equivalents.

Noncurrent assets:

In fiscal year 2014, noncurrent assets net of accumulated depreciation increased by approximately \$831,000 or 0.2%. The increase in net capital assets of \$831,000 in 2014 results from asset acquisitions of \$31.9 million less depreciation of \$31.1 million. For fiscal year 2013, noncurrent assets net of accumulated depreciation decreased by approximately \$3.9 million or 0.7%. The most significant decrease in noncurrent assets in fiscal year 2013 was attributable to the disposal and retirement of capital assets of approximately \$31,000, while the most significant increase was the purchase of six trailer cars and eight cab cars for \$7.8 million and \$14.1 million, respectively.

For a detailed discussion of capital assets, see "CHANGES IN CAPITAL ASSETS AND LONG-TERM DEBT" later on in this document, as well as Note 1.J, Note 3 and Note 7 in the Notes to the Financial Statements.

Current liabilities:

Current liabilities in fiscal year 2014 increased approximately \$1.6 million or 11.5% compared to fiscal year 2013. The increase in fiscal year 2014 is primarily due to an increase of approximately \$1.6 million in accounts payable and accrued expenses. The current portion of compensated absences decreased by approximately \$6,900 or 1.5%. Unearned revenue increased by approximately \$476,000 primarily due to an increase in Stored Value of approximately \$457,000, and an increase of approximately \$19,000 in tickets sale in the month of June for July 2014. The due to other government units decreased by approximately \$406,000 which represents the amount paid to Miami-Dade County for their portion of the regional monthly pass train revenue.

Current liabilities in fiscal year 2013 increased approximately \$2.0 million or 15.9% compared to fiscal year 2012. The increase in fiscal year 2013 is due to an increase of approximately \$680,000 in accounts payable and accrued expenses, and an increase of approximately \$678,000 in other liabilities. The current portion of compensated absences increased by approximately \$97,000 or 27.2%. Unearned revenue increased by approximately \$595,000 due to an increase in Stored Value of approximately \$614,000, and a decrease of approximately \$19,000 in tickets sale in the month of June for July 2013. Due to other government units increased by approximately \$276,000 which represents the amount due to Miami-Dade County for their portion of the regional monthly pass train revenue.

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Noncurrent liabilities:

In fiscal year 2014, non-current liabilities increased by approximately \$1.4 million or 34.5% which was primarily the result of the increase of approximately \$1.4 million in deposits. The noncurrent portion of compensated absences decreased by approximately \$10,000 or 1.5%. The SFRTA's liability for deposits is approximately \$2.8 million which is comprised primarily in funds from the City of Fort Lauderdale for the WAVE project.

In fiscal year 2013, non-current liabilities increased by approximately \$1.2 million or 43.9%, which was primarily the result of the increase of approximately \$1.1 million in deposits. The noncurrent portion of compensated absences increased by approximately \$146,000 or 27.2%. The SFRTA's liability for deposits was approximately \$1.4 million which was comprised of \$300,000 in FDOT funds and \$1.1 million in funds from the City of Fort Lauderdale for the WAVE project.

In fiscal years 2014 and 2013, the SFRTA's liability for Advances from FDOT represents approximately \$2 million received when the SFRTA commenced operations and is to be repaid to the FDOT when and if the SFRTA ceases operations.

Net position:

The SFRTA's total net position in fiscal year 2014 are comprised of net investments in capital assets totaling approximately \$530.6 million, restricted net position for capital projects of approximately \$42.6 million which included approximately \$40.2 million in restricted funds from the counties and approximately \$2.4 million from other funding sources; and unrestricted net position of approximately \$18.9 million. In fiscal year 2014, the SFRTA used approximately \$4.6 million from the counties' contributions to fund various capital projects mostly related to the purchase of railcars.

The SFRTA's total net position in fiscal year 2013 are comprised of net investments in capital assets totaling approximately \$529.7 million, restricted net position for capital projects of approximately \$39.1 million which included approximately \$36.7 million in restricted funds from the counties and approximately \$2.4 million from other funding sources; and unrestricted net position of approximately \$20.9 million. In fiscal year 2013, the SFRTA used approximately \$10.9 million from the counties' contributions to fund various capital projects mostly related to the purchase of railcars.

In fiscal year 2014, the SFRTA acquired approximately \$31.9 million of capital assets, an increase of approximately \$5.6 million or 21.3 % over last year's net addition of \$26.3 million. The increase in capital assets additions was the result of an increase in new asset acquisitions for various projects in fiscal year 2014.

In fiscal year 2013, the SFRTA acquired approximately \$26.3 million of capital assets, a decrease of approximately \$2.6 million or 9.1 % over last year's net addition of \$29.0 million. The decrease in

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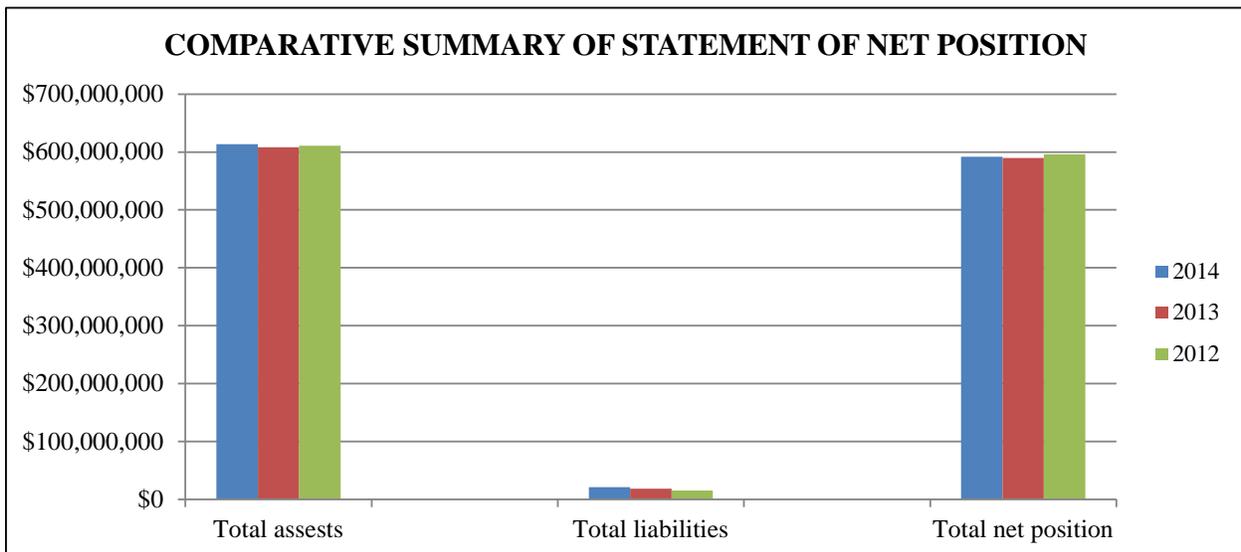
capital assets additions was the result of a decrease in new asset acquisitions for various projects in fiscal year 2013.

To determine the overall performance of the SFRTA, the relative changes in net position must be considered. By comparing assets and liabilities, the overall position of the SFRTA in fiscal year 2014 resulted in an increase in net position of approximately \$2.1 million or .4%. In fiscal year 2013, the decrease in net position was approximately \$5.9 million or 1.0 %.

Below is a summary of assets, liabilities and net position and the comparative summary graph for the past three fiscal years. The more detailed Statement of Net Position can be found in the basic financial statements.

SUMMARY OF STATEMENT OF NET POSITION

	2014	2013	2012
ASSETS			
Total current and other assets	\$82,802,988	\$78,468,160	\$77,322,385
Total capital assets (net of depreciation)	530,601,966	529,771,415	533,622,790
Total assets	<u>613,404,954</u>	<u>608,239,575</u>	<u>610,945,175</u>
LIABILITIES			
Total current liabilities	15,869,414	14,233,966	12,281,630
Total noncurrent liabilities	5,489,606	4,081,934	2,836,128
Total liabilities	<u>21,359,020</u>	<u>18,315,900</u>	<u>15,117,758</u>
NET POSITION			
Net Investments in capital assets	530,601,966	529,771,415	533,622,790
Restricted for:			
Capital Projects	42,573,001	39,163,096	42,051,728
Unrestricted	18,870,967	20,989,164	20,152,899
Total net position (see narrative on net position above)	<u>\$592,045,934</u>	<u>\$589,923,675</u>	<u>\$595,827,417</u>



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SUMMARY OF REVENUE

Operating revenue:

In fiscal year 2014, train revenue was approximately \$12.8 million, an increase of 6.3 % over fiscal year 2013 train revenue. This increase in train revenue is the result of the growth in ridership. For fiscal year 2013, train revenue was approximately \$12.0 million, an increase of 0.9% over fiscal year 2012 train revenue due to the increase in ridership.

Non-operating revenue:

Interest income, subsidies provided by the three counties within the SFRTA's operating area (Broward, Miami-Dade and Palm Beach Counties) and non-capital grants provided by the State, Federal Government and Other Funding are revenue sources used by the SFRTA to fund its operating budget. Even though the SFRTA uses these revenue sources to fund operations, for reporting purposes, the SFRTA considers these sources as non-operating revenue. Federal and State grants that are restricted for capital purposes are not included in non-operating revenue, but rather are classified as contributions.

Interest income:

In fiscal year 2014, SFRTA's earnings on investments were approximately \$82,000 primarily due to the interest earned on the Counties' contributions and other restricted funds of \$42.6 million. In addition, temporarily idle cash balances are transferred to the Local Government Surplus Funds Trust Fund (Florida Prime). Interest income for fiscal year 2014 decreased by approximately \$58,000 or 41.4% due to a decrease in the average interest rate earned.

In fiscal year 2013, SFRTA's earnings on investments were approximately \$139,000 primarily due to the interest earned on the Counties' contributions and other restricted funds of \$39.1 million. In addition, temporarily idle cash balances are transferred to the Local Government Surplus Funds Trust Fund (Florida Prime). Interest income for fiscal year 2013 decreased by approximately \$56,000 or 28.6% due to a decrease in the average interest rate earned.

Federal grants:

Federal grants (non-capital) consist of Preventive Maintenance grants and Planning grants received from the FTA and Federal Highway Administration (FHWA) grants. For fiscal year 2014, Federal grants increased approximately \$1.5 million or 6.3%. For fiscal year 2013, Federal grants increased approximately \$5.8 million or 43.3%. The increase in Federal grants in fiscal years 2014 and 2013 was primarily due to increases in Planning grants and Preventive Maintenance grants.

Preventive Maintenance grants (FTA). Although usually an operating expense, Preventive Maintenance which is defined as all maintenance costs, is an allowable capital expenditure under FTA guidelines. Transit agencies that use Preventive Maintenance funds must follow General Accepted Accounting Principles (GAAP) and expense those maintenance costs associated with

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the current fiscal year. Maintenance expenses that meet the SFRTA's criteria for capital expenses are capitalized. The FTA has no cap on the amount of formula funds a transit agency can use for preventive maintenance. However, Preventive Maintenance funds can only be used to cover the cost of actual preventive maintenance expenses. For fiscal year 2014, the SFRTA applied approximately \$14.5 million as Preventive Maintenance, an increase of approximately \$2.9 million from fiscal year 2013's Preventive Maintenance of approximately \$11.6 million.

For fiscal year 2013, the SFRTA applied approximately \$11.6 million as Preventive Maintenance, an increase of approximately \$2.6 million from fiscal year 2012's Preventive Maintenance of approximately \$9.0 million.

Planning grants (FTA). Planning grants are grants received from the FTA. These planning grants cover Planning Department-related activities, planning consultants, transit studies, Regional Transportation Organization activities and in-house administrative costs associated with planning and capital projects; however, not all planning expenses are covered by Planning grants.

During fiscal year 2014, the SFRTA used approximately \$5.8 million of FTA capital contributions to fund operating projects. For fiscal year 2013, the SFRTA used approximately \$7.2 million of FTA capital contributions to fund operating projects.

Federal Highway Administration (FHWA). The SFRTA receives FHWA funds as a pass-through from FDOT. The SFRTA has received these funds since its inception in 1989 as part of a traffic mitigation project. For fiscal years 2014 and 2013, the SFRTA received \$4.0 million FHWA assistance.

Florida Department of Transportation (FDOT):

During fiscal year 2014, State grants (non-capital) decreased by approximately \$14,000 or .05%, while in fiscal year 2013, State grants (non-capital) decreased by approximately \$360,000 or 1.2%. In a special legislative session in December 2009, FDOT, per FL Statutes-Title XXVI Public Transportation Section 343.51, awarded the SFRTA a dedicated funding source from the State Transportation Trust Fund in the amount of approximately \$13.3 million to support its operations and expansion. In addition, FDOT provided to the SFRTA approximately \$17.3 million for fiscal year 2013-14 for operating assistance.

Other Funding:

Fiscal year 2014 other funding consists of approximately \$100,000 received from private firms and approximately \$85,000 related to other local funding sources.

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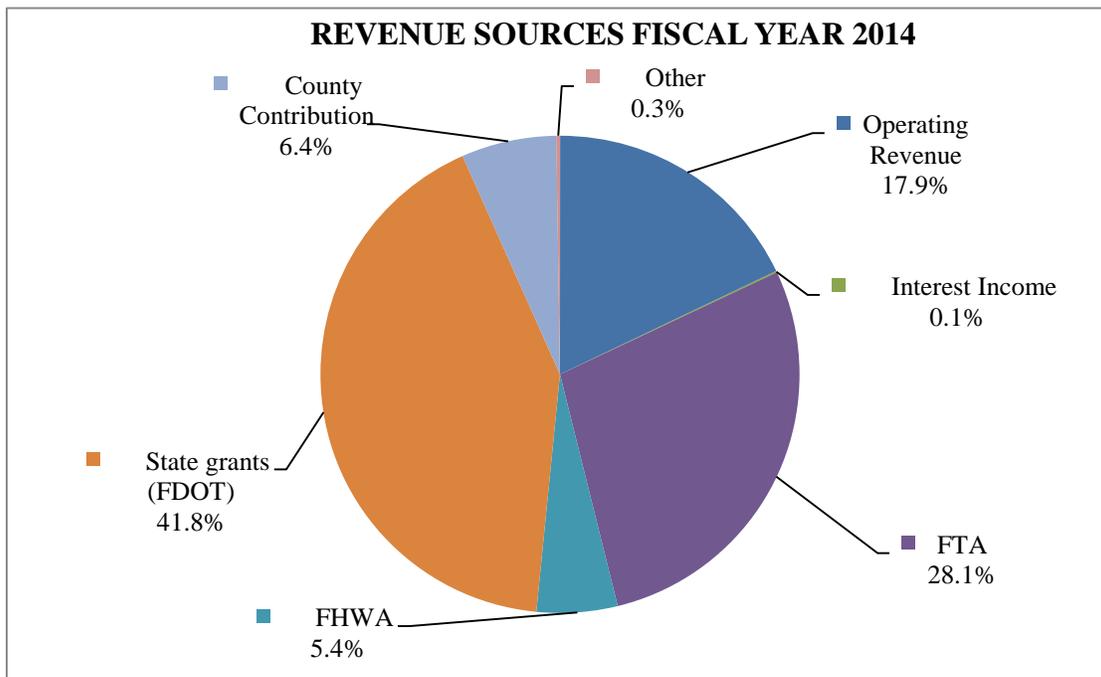
County Contributions:

Broward, Palm Beach and Miami-Dade counties contributed approximately \$1.6 million each towards the SFRTA’s operating budget in fiscal years 2014 and 2013.

The following is a summary of revenue for the past three fiscal years:

REVENUE SUMMARY

	2014 Total	Percent of Total	2013 Total	Percent of Total	2012 Total	Percent of Total
Revenue						
Operating Revenue	\$13,100,115	17.9%	\$12,575,652	17.6%	\$12,272,397	18.7%
Interest Income	81,543	0.1%	139,080	0.2%	194,902	0.3%
FTA	20,621,111	28.1%	19,163,234	26.8%	13,371,554	20.3%
FHWA	4,000,000	5.4%	4,000,000	5.6%	4,000,000	6.1%
State grants (FDOT)	30,600,000	41.8%	30,613,700	42.9%	30,974,156	47.1%
County Contribution	4,695,000	6.4%	4,695,000	6.6%	4,695,000	7.1%
Other	184,795	0.3%	184,795	0.3%	251,202	0.4%
Total Revenue	\$73,282,564	100.0%	\$71,371,461	100.0%	\$65,759,211	100.0%



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SUMMARY OF EXPENSES

Operating expenses:

Total operating expenses for fiscal year 2014, including depreciation expense, were approximately \$106.5 million. This was an increase of approximately \$6.1 million or 6.2% when compared to fiscal year 2013. Total operating expenses for fiscal year 2013, including depreciation expense, were approximately \$100.2 million. This was an increase of approximately \$4.2 million or 4.4% compared to fiscal year 2012.

Operations: In fiscal year 2014, total Operations, which include train-operating costs, feeder service, train security, insurance costs, train fuel costs and train and station maintenance, increased by approximately \$5.6 million or 10.7%. Train operations increased by approximately \$1.8 million or 12.3 % due to a slight increase in the train operation costs, train fuel expense increased by approximately \$757,000 or 8.8%, due to increases in the market price for fuel. Feeder service increased by approximately \$389,000 or 7.8%, security expense rose by approximately \$386,000 or 7.4% due to an increase in security contract rates and insurance expense increased by approximately \$96,000 or 4.9% due to an increase in insurance coverage. In fiscal year 2013, train and station maintenance increased by approximately \$2.2 million or 13.8 % due to increases in maintenance expenses on the trains and stations.

In fiscal year 2013, total Operations, which include train-operating costs, feeder service, train security, insurance costs, train fuel costs and train and station maintenance increased by approximately \$2.9 million or 5.9%. Train operations increased by approximately \$274,000 or 1.9 % due to slight increase in the train operation costs; train fuel expense increased by approximately \$332,000 or 4.0%, due to increases in the market price for fuel; feeder service increased by approximately \$165,000 or 3.4%; and insurance expense increased by approximately \$204,000 or 11.7% due to an increase in insurance coverage. In fiscal year 2013, train and station maintenance increased by approximately \$2.0 million or 14.6 % due to increases in maintenance expenses on the trains and stations.

Planning: Planning expenses are comprised of planning related activities, including salaries and office expenses, planning consultants and planning studies. For fiscal year 2014, planning expenses decreased by approximately \$1.4 million or 20.0%. The decrease in planning expenses is due to the decrease of approximately \$1.6 million in capital planning expenses transferred into operating planning expenses. In addition, in fiscal year 2014 there was an increase of labor and fringe benefits expenses of approximately \$141,000. For fiscal year 2013, planning expenses increased by approximately \$2.2 million or 46.1%. The increase in planning expenses was a result of the increase of approximately of \$2.4 million of capital planning expenses transferred into operating planning expenses.

Engineering: Engineering expenses in fiscal year 2014 increased approximately \$35,000 or 4.0% primarily due to an increase in labor and fringe benefits coupled with the decrease in Right of Way maintenance expense. Engineering expenses in fiscal year 2013 increased approximately

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\$51,000 or 6.2% as a result of an increase in Right of Way maintenance expense and a decrease in professional fees.

Legal: In fiscal year 2014, the legal department expenses were approximately \$671,000, an increase of approximately \$26,000 or 4.0% related to an increase in labor and fringe benefits and decreases in professional fees. In fiscal year 2013, the legal department expenses were approximately \$646,000, a decrease of approximately \$16,000 or 2.5% related to decreases in professional fees.

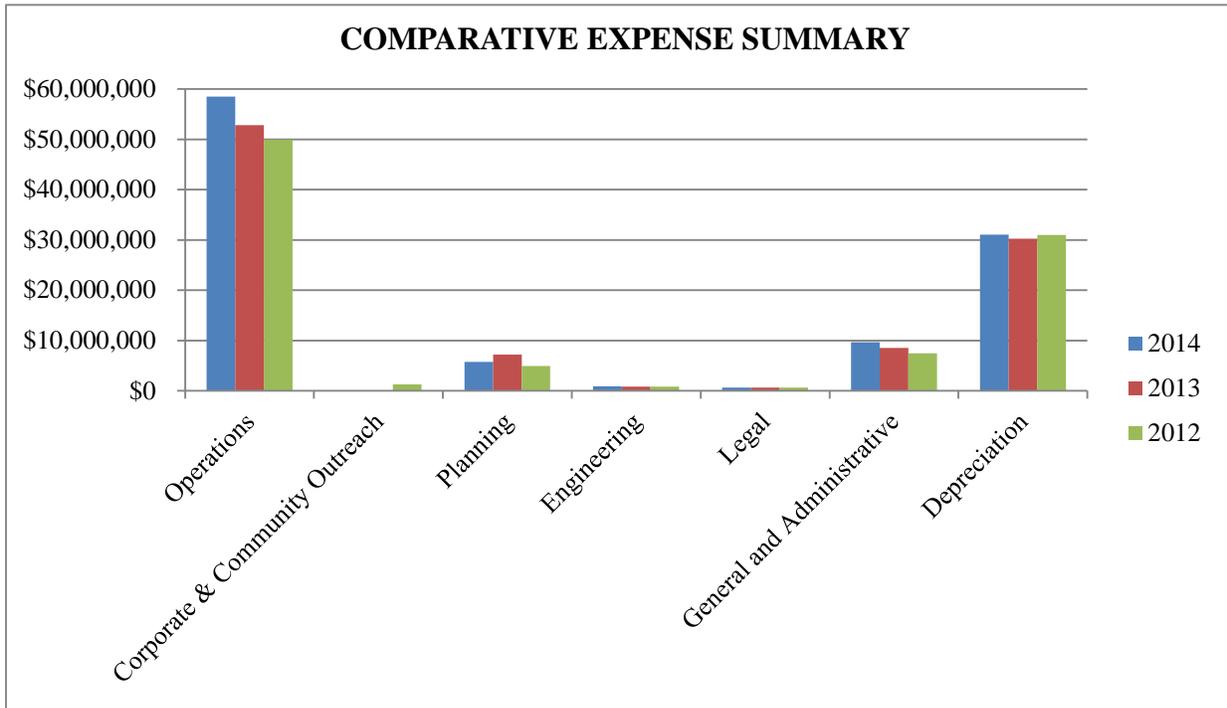
General and Administrative: General and Administrative (G&A) expenses in fiscal year 2014 increased approximately \$1.1 million or 12.9%. General and Administrative (G&A) expenses in fiscal year 2013 increased approximately \$1.0 million or 14.1% due to the transfer of the Corporate and Community Outreach expenses to G&A.

Below is a summary of operating expenses for the past three fiscal years:

EXPENSE SUMMARY

	2014	Percent of Total	2013	Percent of Total	2012	Percent of Total
Operations	\$58,463,863	54.9%	\$52,820,211	52.7%	\$49,900,229	52.0%
Corporate & Community Outreach	-	-	-	-	1,291,259	1.3%
Planning	5,738,954	5.4%	7,178,082	7.2%	4,913,323	5.1%
Engineering	894,589	0.8%	859,774	0.9%	809,221	0.8%
Legal	671,479	0.6%	645,792	0.6%	662,184	0.7%
General and Administrative	9,631,877	9.1%	8,531,337	8.5%	7,474,248	7.8%
Depreciation	31,059,490	29.2%	30,214,462	30.1%	30,981,100	32.3%
Total Operating Expenses	<u>\$106,460,252</u>	100.0%	<u>\$100,249,658</u>	100.0%	<u>\$96,031,564</u>	100.0%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MANAGEMENT’S DISCUSSION AND ANALYSIS
JUNE 30, 2014**



Summary of Operations

The SFRTA’s fiscal year 2014 operating loss, including depreciation, was \$93.4 million. This is a \$5.7 million or 6.5% increase over fiscal year 2013’s loss of \$87.7 million. The overall increase in operating loss was attributable to a \$5.7 million increase in operations, an increase of approximately \$1.1 million in general and administrative expenses and approximately \$845,000 increase in depreciation expense. These increases were offset by a \$1.4 million decrease in planning expenses.

The SFRTA’s net position increased by approximately \$2.1 million in fiscal year 2014, a 64.1% increase over fiscal year’s 2013 decrease in net position of approximately \$5.9 million. The positive increase was due to the \$11.5 million increase in capital contributions along with the increase of \$1.9 million in operating and non-operating revenue, offset by the increase of \$6.2 million in total operating expenses.

The SFRTA’s fiscal year 2013 operating loss including depreciation was approximately \$87.7 million or 4.7%. This is an approximate \$3.9 million or 4.7% increase over fiscal year 2012’s loss of approximately \$83.8 million. The increase in operating loss was attributable to approximately \$2.9 million increase in operations; approximately \$1.2 million decrease in Corporate and Community Outreach; approximately \$2.2 million increase in planning expenses; an increase of approximately \$1.1 million in general and administrative expenses; and approximately \$767,000 decrease in depreciation expense.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MANAGEMENT’S DISCUSSION AND ANALYSIS
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The SFRTA’s change in net position for fiscal year 2013 was approximately negative \$5.9 million, a 33.1% decrease over fiscal year 2012’s change in net position of approximately negative \$8.8 million. The negative decrease was primarily due to an increase of approximately \$4.2 million in operating expenses which was offset by an increase in operating and non-operating revenue of approximately \$5.6 million, a decrease of approximately \$1.6 million in capital contributions, a decrease of approximately \$3.2 million non-operating expenses due to the 2012 loss on station disposals; and an increase of approximately \$74,000 in special items related to a transfer to the Broward Metropolitan Planning Organization “BMPO” and payment to FDOT.

On the following page is a summary of changes in net position for the past three fiscal years:

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2014**

**SUMMARY OF STATEMENTS OF REVENUE, EXPENSES
AND CHANGES IN NET POSITION**

	<u>2014</u>	<u>2013</u>	<u>2012</u>
OPERATING REVENUE:			
Total Operating Revenue	\$13,100,115	\$12,575,652	\$12,272,397
OPERATING EXPENSES:			
Operations	58,463,863	52,820,211	49,900,229
Corporate and Community Outreach	-	-	1,291,259
Planning	5,738,954	7,178,082	4,913,323
Engineering	894,589	859,774	809,221
Legal	671,479	645,792	662,184
General and Administration	9,631,877	8,531,337	7,474,248
Depreciation	31,059,490	30,214,462	30,981,100
Total Operating Expense	<u>106,460,252</u>	<u>100,249,658</u>	<u>96,031,564</u>
Operating Loss	<u>(93,360,137)</u>	<u>(87,674,006)</u>	<u>(83,759,167)</u>
NON-OPERATING REVENUE :			
Interest Income	81,543	139,080	194,902
Federal Transit Administration	20,621,111	19,163,234	13,371,554
Federal Highway Administration	4,000,000	4,000,000	4,000,000
Florida Department of Transportation	30,600,000	30,613,700	30,974,156
Other Local Funding	184,795	184,795	251,202
Broward County	1,565,000	1,565,000	1,565,000
Miami-Dade County	1,565,000	1,565,000	1,565,000
Palm Beach County	1,565,000	1,565,000	1,565,000
Total Non-Operating Revenue	<u>60,182,449</u>	<u>58,795,809</u>	<u>53,486,814</u>
NON-OPERATING EXPENSES :			
Loss on Disposals	-	-	(3,240,268)
Loss Before Contributions	<u>(33,177,688)</u>	<u>(28,878,197)</u>	<u>(33,512,621)</u>
Total Capital Contributions	<u>35,299,947</u>	<u>23,827,329</u>	<u>25,470,702</u>
(Loss) Before Special Items	<u>2,122,259</u>	<u>(5,050,868)</u>	<u>(8,041,919)</u>
SPECIAL ITEMS:			
Total Non-Operating Expenses	-	-	-
Loss on Locomotives Retirement	-	-	(778,444)
Transfer to Broward Metropolitan Planning Organization	-	(500,000)	-
Payment to Florida Department of Transportation	-	(352,874)	-
Total Special Items	<u>-</u>	<u>(852,874)</u>	<u>(778,444)</u>
Net Changes in Net Position	<u>2,122,259</u>	<u>(5,903,742)</u>	<u>(8,820,363)</u>
Total Net Position Beginning	<u>589,923,675</u>	<u>595,827,417</u>	<u>604,647,780</u>
Total Net Position Ending	<u>\$592,045,934</u>	<u>\$589,923,675</u>	<u>\$595,827,417</u>

III. CHANGES IN CAPITAL ASSETS AND LONG-TERM DEBT

Capital Assets:

Capital assets include land, parts and rail equipment, furniture, fixtures and office equipment furniture, double tracking, buildings, bridges, automobiles, other equipment, and construction in progress, and are recorded at historical cost.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2014**

During fiscal year 2014, the SFRTA acquired and added in Construction in Progress approximately \$31.9 million of capital assets, an increase of approximately \$5.5 million or 21.0% over last year's net addition of approximately \$26.3 million. The increase in capital assets additions was the result of an increase in new assets for various projects. The SFRTA transferred approximately \$20.5 million out of Construction in Progress into the following assets: approximately \$17 million in Parts and equipment related to the purchase of the railcars; and approximately \$345,000 of computers and office equipment classified under Furniture, Fixtures and Office Equipment. The SFRTA retired two automobiles for approximately \$37,000. Depreciation for fiscal year 2014 was approximately \$31.1 million. Depreciation for fiscal year 2013 was approximately \$30.2 million. Accumulated depreciation as of June 30, 2014, was approximately \$281.8 million. For a detailed discussion of capital assets, see Note 3 in the Notes to the Financial Statements.

Presented below is a summary of the Capital Assets for the fiscal year ended June 30, 2014:

Capital Assets:

	Balance 7/1/13	Additions	Deletions/ Reclassifications	Balance 6/30/2014	Percent Change
Capital assets not being depreciated:					
Land	\$19,919,818	\$ -	\$ -	\$19,919,818	0.0%
Construction in progress	48,432,165	31,890,045	(20,445,398)	59,876,812	23.6%
Total capital assets not depreciated	68,351,983	31,890,045	(20,445,398)	79,796,630	16.7%
Capital assets, being depreciated:					
Parts and equipment	106,045,938	17,023,874	-	123,069,812	16.1%
Furniture, fixtures and office equipment	2,962,804	344,848	-	3,307,652	11.6%
Double tracking	237,821,832	-	-	237,821,832	0.0%
Buildings	122,649,423	3,076,676	-	125,726,099	2.5%
Bridges	115,841,300	-	-	115,841,300	0.0%
Automobiles	448,548	-	(36,721)	411,827	-8.2%
Other equipment	126,406,682	-	-	126,406,682	0.0%
Total capital assets, being depreciated	712,176,527	20,445,398	(36,721)	732,585,200	2.9%
Less accumulated depreciation for:					
Parts and equipment	27,795,056	5,167,422	-	32,962,478	18.6%
Furniture and fixtures	2,549,139	216,048	-	2,765,187	8.5%
Double tracking	68,380,229	7,950,689	-	76,330,918	11.6%
Buildings	73,814,045	6,818,656	-	80,632,701	9.2%
Bridge	17,067,324	2,557,115	-	19,624,439	15.0%
Automobiles	296,741	45,386	(36,721)	305,406	2.9%
Other equipment	60,854,560	8,304,174	-	69,158,734	13.6%
Total accumulated depreciation	250,757,094	31,059,490	(36,721)	281,779,863	12.4%
Capital assets being depreciated, net	461,419,433	(10,614,092)	-	450,805,337	-2.3%
Capital assets, net	\$ 529,771,415	\$ 21,275,953	\$ (20,445,398)	\$530,601,966	0.16%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2014**

Long-Term Debt:

Long term debt increased from \$4.1 million in fiscal year 2013 to \$5.5 million in fiscal year 2014. Long-term debt consists of approximately \$672,000 in compensated absences, approximately \$2.8 million in deposits, and approximately \$2.0 million in advances from FDOT.

For additional detailed information on long-term liabilities, see Note 7 in the Notes to the Financial Statements.

IV. ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

On May 23, 2014, the Governing Board of the South Florida Regional Transportation Authority (SFRTA) approved an operating budget of \$96,443,111 and a capital budget of \$93,695,214 for fiscal year 2014-2015. This is a balanced budget with revenues fully covering operating and capital expenses for the year.

The budget serves as a source of information for the SFRTA Governing Board, management and staff, passengers and other stakeholders. The programs and services funded by this budget help to attain the vision and accomplish the Authority's mission:

“To coordinate, develop and implement, in cooperation with all appropriate levels of government, private enterprise and citizens-at-large in the community, a viable regional transportation system in South Florida that endeavors to meet the desires and needs for the movement of people, goods and services.”

The operating budget includes \$22,000,000 in Federal Transit Administration (FTA) funds for the maintenance of SFRTA's rail fleet and train stations. In January 2012, SFRTA entered into an agreement with the Florida Department of Transportation (FDOT) for SFRTA to expand its roll on the corridor by assuming responsibility for the dispatch and maintenance. This agreement will also allow SFRTA to provide more reliable service as they will have control of the movement of Amtrak trains and CSX freight trains on the corridor. \$14,400,000 of this cost is funded by FDOT.

Some noteworthy changes in the capital budget since last year are the inclusion of \$2,500,000 of SFRTA funds for the Northwood and IRIS rail connections/crossover. This will allow for key east-west rail connections between the CSX and FEC corridors, thus integrating freight and passenger rail network in south the Florida transportation system. SFRTA will begin construction of a new operations center across the street from the building they currently occupy. \$6,126,894 of the cost is funded through FTA grants and the remaining \$25,228,800 will be funded through county gas tax funds.

With the South Florida economic climate continuing to show improvement, we are seeing an increase in ridership due to the declining unemployment rate. During fiscal year 2014, Tri-Rail experienced its highest ridership ever, approximately 4.5 million passengers with another 1 million utilizing our free connecting shuttle bus service. Fiscal year 2014 showed an overall ridership increase of 4.8%. Weekend ridership has risen 18.4% in the second year since increasing service

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2014**

from 16 to 30 trains a day on March 2, 2013. We continue to operate 50 trains a day on weekdays. SFRTA fares and rates will remain constant for fiscal year 2015.

Requests for Information

This financial report is designed to provide a general overview of the SFRTA's finances for all those with an interest in the authority's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Richard D. Chess, Director of Finance, South Florida Regional Transportation Authority, 800 NW 33rd Street, Pompano Beach, Florida 33064.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET POSITION
JUNE 30, 2014 AND 2013

	2014	2013
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 49,694,487	\$ 53,173,708
Accounts receivable:		
State grants	7,945,982	4,129,901
Federal grants	21,234,766	17,556,144
Miami Dade County	2,258,298	2,038,743
Other	923,665	908,422
Prepaid expenses	745,790	661,242
Total current assets	82,802,988	78,468,160
Noncurrent assets:		
Capital assets (net of accumulated depreciation)	530,601,966	529,771,415
Total noncurrent assets	530,601,966	529,771,415
Total assets	\$ 613,404,954	\$ 608,239,575
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 11,354,249	\$ 10,205,048
Accruals	2,123,573	1,700,838
Compensated absences	447,762	454,623
Unearned revenue	1,814,363	1,338,241
Due to other governmental units	129,467	535,216
Total current liabilities	15,869,414	14,233,966
Noncurrent liabilities:		
Compensated absences	671,643	681,934
Deposits	2,817,963	1,400,000
Advances from FDOT	2,000,000	2,000,000
Total noncurrent liabilities	5,489,606	4,081,934
Total liabilities	21,359,020	18,315,900
NET POSITION		
Net Investment in Capital Assets	530,601,966	529,771,415
Restricted for:		
Capital projects	42,573,001	39,163,096
Unrestricted	18,870,967	20,989,164
Total net position	592,045,934	589,923,675
Total liabilities and net position	\$ 613,404,954	\$ 608,239,575

The accompanying notes are an integral part of these financial statements.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGE IN NET POSITION
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
OPERATING REVENUES		
Passenger fares	\$ 12,799,800	\$ 12,043,242
Other service	300,315	532,410
Total operating revenue	13,100,115	12,575,652
OPERATING EXPENSES		
Operations	58,463,863	52,820,211
Planning	5,738,954	7,178,082
Engineering	894,589	859,774
Legal	671,479	645,792
General and administration	9,631,877	8,531,337
Depreciation	31,059,490	30,214,462
Total operating expenses	106,460,252	100,249,658
Operating loss	(93,360,137)	(87,674,006)
NON-OPERATING REVENUE		
Interest income	81,543	139,080
Federal Transit Administration	20,621,111	19,163,234
Federal Highway Administration	4,000,000	4,000,000
Florida Department of Transportation	30,600,000	30,600,000
Florida Department of Transportation	-	13,700
Other local funding	184,795	184,795
Broward County	1,565,000	1,565,000
Miami-Dade County	1,565,000	1,565,000
Palm Beach County	1,565,000	1,565,000
Total non-operating revenue	60,182,449	58,795,809
Loss before non-operating expenses	(33,177,688)	(28,878,197)
NON-OPERATING EXPENSES		
Total non-operating expenses	-	-
Loss before capital contributions	(33,177,688)	(28,878,197)
CAPITAL CONTRIBUTIONS		
Capital contributions - Federal Transit Administration	22,126,315	15,190,175
Capital contributions - Florida Department of Transportation	4,775,791	627,154
Capital contributions - City of Ft lauderdale	387,841	-
Capital contributions - Other	8,010,000	8,010,000
Total capital contributions	35,299,947	23,827,329
Loss before special items	2,122,259	(5,050,868)
SPECIAL ITEMS		
Transfer to Broward Metropolitan Planning Organization	-	(500,000)
Payment to Florida Department of Transportation	-	(352,874)
Total special items	-	(852,874)
Net changes in net position	2,122,259	(5,903,742)
Total net position - beginning	589,923,675	595,827,417
Total net position - ending	\$ 592,045,934	\$ 589,923,675

The accompanying notes are an integral part of these financial statements.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 13,041,127	\$ 11,385,660
Payments to suppliers	(70,827,892)	(62,858,474)
Payments to employees	(10,659,146)	(9,087,560)
Other receipts	300,315	532,410
Net cash used in operating activities	(68,145,596)	(60,027,964)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Florida Department of Transportation Subsidy	30,600,000	26,734,757
Federal Transit Administration Subsidy	16,150,729	15,690,234
Counties Subsidy	4,879,795	4,879,795
Net cash provided by noncapital financing activities	51,630,524	47,304,786
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Contributions from FDOT	2,373,058	2,344,150
Contributions from FTA	22,918,076	14,356,221
Contributions from City of Ft Lauderdale	387,841	-
Contributions - Other	8,010,000	5,121,371
Acquisition of Capital Assets	(20,734,667)	(17,727,722)
Net cash provided by (used in) capital and related financing activities	12,954,308	4,094,020
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Income	81,543	139,080
Net cash provided by investing activities	81,543	139,080
Net decrease in cash and cash equivalents	(3,479,221)	(8,490,078)
Balances - beginning of the year	53,173,708	61,663,786
Balances - end of the year	\$49,694,487	\$53,173,708
Reconciliation of operating loss to net cash used in operating activities:		
Operating loss	\$ (93,360,137)	\$ (87,674,006)
Adjustments to reconcile operating loss to net cash used in operating activities:		
Depreciation expense	31,059,490	30,214,462
Changes in Assets and Liabilities		
Other receivables	(234,796)	(1,556,967)
Prepaid	(84,547)	(25,292)
Deposits	(797)	(2,241)
Accounts payable	(4,855,031)	(2,783,666)
Deferred revenue	476,123	899,385
Accrued expenses (salaries)	(745,159)	624,229
Due to other governmental units	(400,742)	276,132
Net cash used in operating activities	\$ (68,145,596)	\$ (60,027,964)
NONCASH ACTIVITIES		
Contributions of capital assets from FTA	\$ -	\$ 833,954
Contributions of capital assets from other	-	2,888,629

The accompanying notes are an integral part of these financial statements.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 1 – Summary of Significant Accounting Policies

The Tri-County Commuter Rail Authority (TCRA) was created as an agency of the State of Florida pursuant to Chapter 343 of the Florida Statutes in 1988. In June 2003, legislation was passed merging TCRA into the SFRTA. The legislation calls for the South Florida Regional Transportation Authority (SFRTA) to be the successor and assignee of the TCRA and the SFRTA shall inherit all rights, assets, labor agreements, privileges and obligations of the TCRA.

The Governing Board consists of ten members: one County Commissioner from each county (three appointments); one citizen appointee from each county commission (three appointments); a Florida Department of Transportation (FDOT) – District Secretary (one appointment); and one governor’s appointee from each of the three counties (three appointments).

In 2006, the SFRTA/Tri-Rail operated 40 weekday trains, 16 Saturday trains and 14 Sunday trains along a 72-mile stretch of the South Florida Rail Corridor located within the tri-county area of Broward, Miami Dade and Palm Beach Counties. As of June 4, 2006, the SFRTA began an enhanced Tri-Rail schedule. The new schedule includes 50 trains a day, Monday through Friday, presenting passengers with an increase of 10 trains a day. The enhanced service provided additional 20 and 30-minute headways during peak travel times, Monday through Friday and standardizes the Saturday, Sunday and holiday schedule to 16 trains. In March 2013, the SFRTA expanded its schedule from 16 to 30 trains on Saturday, Sunday and holidays. There were not schedule changes in 2014.

In June 2004, the Governor signed legislation guaranteeing that, on an annual basis, the three counties would each provide, at a minimum, approximately \$1.6 million in operating funds and approximately \$2.67 million for future capital projects to the SFRTA.

In a special legislative session in December 2009, FDOT, per FL Statutes-Title XXVI Public Transportation Section 343.51, awarded the SFRTA a dedicated funding source from the State Transportation Trust Fund for \$13.3 million to support its operations and expansion. In addition, FDOT provided the SFRTA \$17.3 million for fiscal year 2013-14 for operating assistance.

A. Operating revenue, operating subsidies, and expenses defined:

The SFRTA defines operating revenue and operating expenses as those revenue and expenses that can be directly attributable to the daily operations of its trains. Operating revenue consists of fares and other services. Fares are revenue collected from passengers, resulting from ticket sales. Other services consist of revenue generated at train stations, such as vending machine revenue.

Operating expenses are those expenses, which are necessary for the daily operations of the trains and include train-operating costs, engineering costs, planning costs, legal costs, general and administrative costs and depreciation. Depreciation is a non-funded expense. Per GASB 34, the SFRTA classifies operating subsidies as non-operating revenue.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Reporting Entity:

The SFRTA is a legally separate component unit of FDOT based upon criteria set forth by Governmental Accounting Standards Board (GASB) Statement 14, “The Financial Reporting Entity” and Statement 61 “The Financial Reporting Entity: Omnibus an Amendment of GASB Statements No. 14 and 34”. For organizations that were previously required to be included as component units by meeting the fiscal dependency criterion, a financial benefit or burden relationship also would have to be present between the primary government and that organization for it to be included in the reporting entity as a component unit.

FDOT includes the SFRTA as a component unit based on the special financing relationship and financial burden relationship that exist between the SFRTA and FDOT.

C. Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates, and the differences could be material.

D. Measurement Focus:

All enterprise fund statements of Net Position, and Revenue, Expenses and Changes in Net Position are presented using the economic resources measurement focus and the accrual basis of accounting. All assets and all liabilities are recorded on the balance sheet. The determination of net loss is measured by the matching of revenue earned with expenses incurred.

E. Basis of Accounting:

The SFRTA operates as an enterprise fund and adheres to the accounting standards as set forth by the Governmental Accounting Standards Board (GASB), including GASB Statements Nos. 33 and 34 and all applicable Financial Accounting Standards Board (FASB) pronouncements prior to November 30, 1989. The accompanying financial statements have been prepared using the accrual basis of accounting. Accordingly, revenue is recognized in the period in which it is earned and becomes measurable and expenses are recognized in the period in which they are incurred.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the financial statements to the extent that those standards do not conflict with or contradict guidance of the GASB. Governments also have the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The SFRTA has elected not to follow subsequent private-sector guidance.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 1 – Summary of Significant Accounting Policies (Continued)

The United States Government and the State of Florida make capital grant funds available to the SFRTA to fund the purchase of certain assets or the construction of various projects. Pursuant to GASB Statement No. 33, Accounting and Financial Reporting for Nonexchange Transactions, capital contributions, including governmental grants, are required to be reported in the Statement of Revenue, Expenses and Changes in Net Position as a separate line item after non-operating revenue and expenses, rather than as direct additions to contributed capital, as under previous standards.

F. Reclassification:

Certain amounts in the 2013 financial statements have been reclassified to conform to the 2014 classifications.

G. Budgets:

The SFRTA's Governing Board adopts the SFRTA's budget on an annual basis. The Governing Board must approve any required revisions that result in an increase to total expenses.

Budget amendments are recommended by the Executive Director and are presented to the Governing Board for approval. During the year, budget amendments have resulted in the utilization of contingency appropriations and transfers between budget line items.

Budgetary control is established by function: Operations, Train & Station Maintenance, Personnel Expenses, General & Administrative Expenses, Corporate and Community Outreach, Professional Fees, Legal, Contingency and Expenses transferred from/to Capital. Expenses cannot legally exceed the appropriated amount.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 1 – Summary of Significant Accounting Policies (Continued)

	FY 2013-14 ORIGINAL BUDGET	FY 2013-14 BUDGET AMENDMENTS	FY 2013-14 AMENDED BUDGET	FY 2013-14 ACTUAL REVENUE	FY 2013-14 VARIANCE OVER (UNDER)	FY 2013-14 PERCENT VARIANCE
REVENUE						
Operating Revenue	\$12,614,106	\$ -	\$12,614,106	\$13,181,658	\$ 567,552	4%
Federal Transit Administration	23,211,562	-	23,211,562	15,896,451	(7,315,111)	-32%
Federal Highway Administration	4,000,000	-	4,000,000	4,000,000	-	0%
Fl. Dept. of Transportation	30,600,000	-	30,600,000	30,600,000	-	0%
Counties' Contribution	4,695,000	-	4,695,000	4,695,000	-	0%
Other Revenue	194,738	-	194,738	184,795	(9,943)	-5%
Revenue	75,315,406	-	75,315,406	68,557,904	(6,757,502)	-9%
Federal Transit Administration Capital Contributions transferred to Operating **	4,724,660	-	4,724,660	4,724,660	-	0%
Total Revenue	\$ 80,040,066	\$ -	\$ 80,040,066	\$ 73,282,564	\$ (6,757,502)	9%

	FY 2013-14 ORIGINAL BUDGET	FY 2013-14 BUDGET AMENDMENTS	FY 2013-14 AMENDED BUDGET	FY 2013-14 ACTUAL EXPENSES	FY 2013-14 VARIANCE OVER (UNDER)	FY 2013-14 PERCENT VARIANCE
EXPENSES						
Operations	\$41,042,063	\$ -	\$41,042,063	\$39,141,852	\$ (1,900,211)	-5%
Train & Station Maintenance	20,800,300	-	20,800,300	18,338,159	(2,462,141)	-12%
Personnel Expenses	10,322,506	-	10,322,506	9,342,688	(979,818)	-9%
General & Administrative	2,145,323	-	2,145,323	2,095,951	(49,372)	-2%
Corporate & Community Outreach	627,500	-	627,500	586,720	(40,780)	-6%
Professional Fees	609,500	-	609,500	569,417	(40,083)	-7%
Legal	843,214	-	843,214	671,479	(171,735)	-20%
Contingency	500,000	-	500,000	-	(500,000)	-100%
Expenses Transferred to Capital *	(1,575,000)	-	(1,575,000)	(70,164)	1,504,836	-96%
Expense	75,315,406	-	75,315,406	70,676,102	(4,639,304)	7%
Expenses Transferred from Capital ***	4,724,660	-	4,724,660	4,724,660	-	0%
Total Expenses	\$ 80,040,066	\$ -	\$ 80,040,066	\$ 75,400,762	(\$ 4,639,304)	6%

* Expenses Transferred to capital represent the direct allocation of personnel expenses to capital projects

** Federal Transit Administration capital contributions transferred to operating represent budgeted capital contributions used to fund planning operating expenses.

*** Expenses Transferred from capital represent budgeted planning capital expenses transferred to operating expenses.

H. Cash and Cash Equivalents:

Cash and cash equivalents consist of demand deposits with banks and investments with the State Board of Administration with original maturities at the time of purchase of three months or less. Note 2 describes the SFRTA's investment policy.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 1 – Summary of Significant Accounting Policies (Continued)

I. Receivables:

Accounts receivable includes all receivables due to the SFRTA from individuals, organizations, or intergovernmental grants. Intergovernmental grant receivables are adjusted to reflect actual operating assistance receivable at June 30, 2014. Pursuant to the accrual basis of accounting, any unbilled receivables are accrued at year-end.

J. Capitalizing Assets:

Capital assets include land, rail track, equipment, buildings, furniture, fixtures and equipment, repairable parts, automobiles and construction in progress and are recorded at historical cost. The criteria for capitalizing an asset are that the asset has a useful life greater than one year and an acquisition cost equal to, or greater than, \$1,000.

Expenses for maintenance and repairs, which add to the value or life of an asset, are capitalized. Other maintenance and repair expenses that do not extend the life of the asset are expensed as incurred.

Depreciation and amortization are determined based on the estimated useful lives of the assets using the straight-line method. All depreciation and amortization calculated on assets purchased with grant funds are transferred to reduce contributions.

Presented on the next page are the estimated useful lives of recorded fixed assets:

	ESTIMATED USEFUL LIFE
Equipment:	
Rail Track	30 years
Rolling Stock	25 years *
Ticket Vending Machines	15 years
Buildings:	
Stations	15 years
Hialeah Yard	5 years
Leasehold Improvements	15 years
Furniture, Fixtures and Office Equipment	5 years
Bridges	45 years
Repairable Parts	5 years
Automobiles	5 years
Other Fixed Assets	5 years
Computer /Equipment/Software	3 years

* 10 years for fiscal years ended through June 30, 2008

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 1 – Summary of Significant Accounting Policies (Continued)

J. Capitalizing Assets:

Other capital assets used in operations that are not reported in the enterprise fund include equipment, constructed buildings and track right of way rights procured during the initial start-up phase. These expenses, totaling \$414 million, have been reported by the State of Florida in the year of purchase.

K. Construction in Progress:

Construction in progress represents the continued investment in capital improvement projects, which are in various stages of completion. Major improvements or projects currently in progress of approximately \$59.9 million include various Rolling Stock at approximately \$38.6 million, various Station Improvements projects, at approximately \$15.1 million and various other projects at approximately \$6.1 million.

L. Compensated Absences:

The SFRTA grants vacation time to employees based on length of service. Accrued vacation time is a vested right of employees and is paid when used or upon termination of employment. As of June 30, 2014, the SFRTA accrued approximately \$529,000 in vacation time based on salary rates. The SFRTA estimates that approximately 25% of accrued vacation would not be utilized in fiscal year 2015.

Employees are compensated for sick leave at the rate of 12 days per year. Compensation for sick leave is expensed as incurred. In fiscal year 2009, the SFRTA revised its sick leave policy, which is, under certain circumstances, a vested right upon termination. After 5 years of service, an employee who has accumulated 80 hours or 10 days of sick time will be eligible, upon leaving employment, to receive 50% of their accumulated sick hours over and above the first 80 hours. This percent will increase each year by 2% until it reaches 100%. The maximum amount of payout will be 960 hours or 120 days; however, employees can accumulate up to 2080 hours or 260 days of sick time. The sick leave accrual for fiscal year 2014 is approximately \$591,000, which includes FICA and Medicare.

M. Unearned Revenue:

The SFRTA reports unearned revenue on its balance sheet. Unearned revenue arise when resources are received by the SFRTA before it has a legal claim to them, or when revenue is received prior to meeting the revenue recognition criteria, as when monthly train tickets are sold in the month prior to them being used. In subsequent periods, when both revenue recognition criteria are met, or when the SFRTA has a legal claim to the resources, the liability for unearned revenue is removed from the balance sheet and revenue is recognized.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 1 – Summary of Significant Accounting Policies (Continued)

N. New Accounting Pronouncements:

During fiscal year 2013, the SFRTA implemented GASB Statement No. 60 “Accounting and Financial Reporting for Service Concession Arrangements (Issued 11/10).” The objective of this Statement is to improve financial reporting by addressing issues related to service concession arrangements (SCAs), which are a type of public-private or public-public partnership. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2011. The provisions of this Statement are generally required to be applied retroactively for all periods presented. This Statement did not have an impact on the SFRTA’s financial statements, including required disclosures.

During fiscal year 2013, the SFRTA implemented GASB Statement No. 61, “The Financial Reporting Entity: Omnibus—an amendment of GASB Statements No. 14 and No. 34 (Issued 11/10).” The objective of this Statement is to improve financial reporting for a governmental financial reporting entity. The requirements of Statement No. 14, The Financial Reporting Entity, and the related financial reporting requirements of Statement No. 34, Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local Governments, were amended to better meet user needs and to address reporting entity issues that have arisen since the issuance of those Statements. This Statement modifies certain requirements for inclusion of component units in the financial reporting entity. The provisions of this Statement are effective for financial statements for periods beginning after June 15, 2012. This Statement did not have an impact on the SFRTA’s financial statements, including required disclosures.

During fiscal year 2013, the SFRTA implemented Statement No. 62 “Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements (Issued 12/10).” The objective of this Statement is to incorporate into the GASB’s authoritative literature certain accounting and financial reporting guidance that is included in the following pronouncements issued on or before November 30, 1989, which does not conflict with or contradict GASB pronouncements. This Statement also supersedes Statement No. 20, Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Accounting, thereby eliminating the election provided in paragraph 7 of that Statement for enterprise funds and business-type activities to apply post-November 30, 1989 FASB Statements and Interpretations that do not conflict with or contradict GASB pronouncements. This Statement did not have an impact on the SFRTA’s financial statements, including required disclosures.

During fiscal year 2013, the SFRTA implemented Statement No. 63 “Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position (Issued 06/11).” This Statement provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. Concepts Statement No. 4, Elements of Financial Statements, introduced and defined those elements as, a consumption of and an acquisition of, net assets by the government that is applicable to a future reporting period, respectively.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

Note 1 – Summary of Significant Accounting Policies (Continued)

Previous financial reporting standards do not include guidance for reporting those financial statement elements, which are distinct from assets and liabilities. The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2011. The SFRTA adopted the provisions of this statement for the fiscal year ended June 30, 2013. The adoption of this statement resulted in a change in the presentation of the Statements of Net Assets to what is now referred to as the Statements of Net Position and the term “net assets” is changed to “net position” throughout the financial statements.

During fiscal year 2014, the SFRTA implemented GASB Statement No. 65 “Items Previously Reported as Assets and Liabilities.” The objective of this Statement is to establish accounting and financial reporting standards that reclassify certain items previously reported as assets and liabilities, and to recognize, as outflows of resources and inflows of resources, certain items that were previously reported as assets and liabilities. This Statement amends the financial statement element classification of certain items previously reported as assets and liabilities to be consistent with the definitions in Concepts Statement 4. This Statement also provides other financial reporting guidance related to the impact of the financial statement elements deferred outflows of resources and deferred inflows of resources, such as changes in the determination of the major fund calculations and limiting the use of the term *deferred* in financial statement presentations. The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2012. The requirements of this Statement will improve financial reporting by clarifying the appropriate use of the financial statement elements deferred outflows of resources and deferred inflows of resources to ensure consistency of financial reporting. This Statement did not have an impact on the SFRTA’s financial statements, including required disclosures.

During fiscal year 2014, the SFRTA implemented GASB Statement No. 66 “Technical Corrections-2012-An amendment of GASB Statements No. 10 and No. 62.” This Statement amends Statement No. 10, Accounting and Financial Reporting for Risk Financing and Related Insurance Issues, by removing the provision that limits fund-based reporting of an entity’s risk financing activities to the general fund and the internal service fund type. This Statement also amends Statement 62 by modifying the specific guidance on accounting for (1) operating lease payments that vary from a straight-line basis, (2) the difference between the initial investment (purchase price) and the principal amount of a purchased loan or group of loans, and (3) servicing fees related to mortgage loans that are sold when the stated service fee rate differs significantly from a current (normal) servicing fee rate. These changes clarify how to apply Statement No. 13, Accounting for Operating Leases with Scheduled Rent Increases, and result in guidance that is consistent with the requirements in Statement No. 48, Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues, respectively. This Statement did not have an impact on the SFRTA’s financial statements, including required disclosures.

During fiscal year 2014, the SFRTA implemented GASB Statement No. 67 “Financial Reporting for Pension Plans—an amendment of GASB Statement No. 25.” The objective of this Statement is to improve financial reporting by state and local governmental pension plans. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

Note 1 – Summary of Significant Accounting Policies (Continued)

reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency. This Statement replaces the requirements of Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, and No. 50, Pension Disclosures, as they relate to pension plans that are administered through trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The requirements of Statements 25 and 50 remain applicable to pension plans that are not administered through trusts covered by the scope of this Statement and to defined contribution plans that provide postemployment benefits other than pensions. This Statement did not have an impact on the SFRTA's financial statements, including required disclosures.

During fiscal year 2014, the SFRTA implemented GASB Statement No. 69 "Government Combinations and Disposals of Government Operations." This Statement establishes accounting and financial reporting standards related to government combinations and disposals of government operations. The term *government combinations*, as used in this Statement, include a variety of transactions referred to as mergers, acquisitions and transfers of operations. This Statement requires the use of carrying values to measure the assets and liabilities in a government merger and requires measurements of assets acquired and liabilities assumed generally be based upon their acquisition values. This Statement provides accounting and financial reporting guidance for disposals of government operations that have been transferred or sold. The requirements of this Statement are effective for government combinations and disposals of government operations occurring in financial reporting periods beginning after December 15, 2013 and should be applied on a prospective basis. This Statement did not have an impact on the SFRTA's financial statements, including required disclosures.

During fiscal year 2014, the SFRTA implemented GASB Statement No. 70 "Accounting and Financial Reporting for Nonexchange Financial Guarantees." This Statement establishes accounting and financial reporting standards for situations where a state or local government, as guarantor, agrees to indemnify a third-party obligation holder under specified conditions (i.e., nonexchange financial guarantees). The issuer of the guaranteed obligation can be a legally separate entity or individual, including a blended or discretely presented component unit. Guidance is provided for situations where a state or local government extends or receives a nonexchange financial guarantee. The requirements of this Statement will enhance comparability of financial statements among governments by requiring consistent reporting by those governments that extend and that receive nonexchange financial guarantees. This Statement will also enhance the information disclosed about a government's obligation and risk exposure from extending nonexchange financial guarantees. The provisions of this Statement are effective for financial statements for reporting periods beginning after June 15, 2013. This Statement did not have an impact on the SFRTA's financial statements, including required disclosures.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 2 – Cash and Cash Equivalents

A. Deposits:

All cash deposits are held in qualified public depositories pursuant to State of Florida Statutes Chapter 280, “Florida Security for Public Deposits Act.” Under the Act, all qualified public depositories are required to pledge eligible collateral having a market value equal to, or greater than, the average daily or monthly balance of all public deposits times the depositories’ collateral pledge level. The pledging level may range from 50% to 125% depending upon the depositories’ financial condition and establishment period. All collateral must be deposited with an approved financial institution.

Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default. For this reason, all deposits are considered insured.

B. Investments:

Chapter 218.415 of the Florida Statutes governs the SFRTA’s investment practices, “Special Districts investments.” The SFRTA is authorized to invest in:

- (1) The Local Government Surplus Funds Trust Fund;
- (2) Negotiable direct obligations of, or obligations by which the principal and interest are unconditionally guaranteed by the United States government at the prevailing market price for such securities;
- (3) Interest-bearing time deposits;
- (4) Saving accounts in banks organized under the laws of this state and/or federal laws; and

During fiscal years ended June 30, 2014 and 2013, the SFRTA held all investments in the Local Government Surplus Funds Trust Fund. The Local Government Surplus Funds Trust Fund is composed of local government surplus funds deposited by local governments and administered by the State Board of Administration (SBA).

The SFRTA invested the Counties’ Contributions as well as most of its excess operating monies in the Florida SBA Investment Pool. On December 6, 2007, the SBA restructured its Pool into Pool A and B, which have different asset types and different withdrawal restrictions applicable to them. At the time of the restructuring, all current pool participants had their existing balances proportionately allocated into Florida Prime and Fund B Surplus Funds Trust Fund. As of June 30, 2014, the SFRTA had approximately \$47.0 million in Florida Prime and approximately \$77,000 in Fund B Surplus Funds Trust Fund. Additional information can be obtained from the State Board of Administration.

Under Florida Statutes 215.47, investment in the pool is not evidenced by securities; therefore, the investment is not categorized by level of credit risk and the fair value of our external investment is the same as the value of the pool shares. In addition, the Florida Prime is rated by Standard and Poor’s. The current rating is AAAM. The Florida Prime weighted average days to maturity (WAM) at June 30, 2014, were 40 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 2 – Cash and Cash Equivalents (Continued)

GASB Statement No. 40, Deposit and Investment Risk Disclosures requires that state and local governments communicate key information about common deposit and investment risks related to credit risk, concentration of credit risk, interest rate risk and foreign currency risk. It requires certain disclosures of investments that have fair values that are highly sensitive to changes in interest rates. The SFRTA does not believe GASB No. 40 has a material impact on its financial statement because all its investments are held by the Local Government Surplus Funds Trust Fund.

Note 3 – Capital Assets

Capital assets include land, parts and rail equipment, furniture, fixtures and office equipment, double tracking, buildings, bridges, automobiles, other equipment, and construction in progress, and are recorded at historical cost. For fiscal year 2014, the SFRTA acquired and added in Construction in Progress approximately \$31.9 million of capital assets, an increase of approximately \$5.6 million or 21.0% over last year's net addition of approximately \$26.3 million. The increase in capital assets Additions was the result of an increase in the acquisition of new assets for various projects.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

Note 3 – Capital Assets (Continued)

In fiscal year 2014, the SFRTA transferred approximately \$20.5 million out of Construction in Progress into the following assets: approximately \$17.0 million in Parts and equipment related to the purchase of the railcars; approximately \$3.1 million of various projects related to Station improvements; and approximately \$345,000 of computers and office equipment classified under Furniture, Fixtures and Office Equipment. The SFRTA retired two automobiles for approximately \$37,000.

Depreciation for fiscal year 2014 was approximately \$31.0 million. Depreciation for fiscal year 2013 was approximately \$30.2 million. Accumulated depreciation as of June 30, 2014, was approximately \$281.8 million.

Presented below is a summary of the Capital Assets for the fiscal year ended June 30, 2014:

	Balance 7/1/13	Additions	Deletions/ Reclassifications	Balance 6/30/2014	Percent Change
Capital assets not being depreciated:					
Land	\$19,919,818	\$ -	\$ -	\$19,919,818	0.0%
Construction in progress	48,432,165	31,890,045	(20,445,398)	59,876,812	23.6%
Total capital assets not depreciated	68,351,983	31,890,045	(20,445,398)	79,796,630	16.7%
Capital assets, being depreciated:					
Parts and equipment	106,045,938	17,023,874	-	123,069,812	16.1%
Furniture, fixtures and office equipment	2,962,804	344,848	-	3,307,652	11.6%
Double tracking	237,821,832	-	-	237,821,832	0.0%
Buildings	122,649,423	3,076,676	-	125,726,099	2.5%
Bridges	115,841,300	-	-	115,841,300	0.0%
Automobiles	448,548	-	(36,721)	411,827	-8.2%
Other equipment	126,406,682	-	-	126,406,682	0.0%
Total capital assets, being depreciated	712,176,527	20,445,398	(36,721)	732,585,200	2.9%
Less accumulated depreciation for:					
Parts and equipment	27,795,056	5,167,422	-	32,962,478	18.6%
Furniture and fixtures	2,549,139	216,048	-	2,765,187	8.5%
Double tracking	68,380,229	7,950,689	-	76,330,918	11.6%
Buildings	73,814,045	6,818,656	-	80,632,701	9.2%
Bridge	17,067,324	2,557,115	-	19,624,439	15.0%
Automobiles	296,741	45,386	(36,721)	305,406	2.9%
Other equipment	60,854,560	8,304,174	-	69,158,734	13.6%
Total accumulated depreciation	250,757,094	31,059,490	(36,721)	281,779,863	12.4%
Capital assets being depreciated, net	461,419,433	(10,614,092)	-	450,805,337	-2.3%
Capital assets, net	<u>\$ 529,771,415</u>	<u>\$ 21,275,953</u>	<u>\$ (20,445,398)</u>	<u>\$530,601,966</u>	<u>0.16%</u>

Note 4 –Unearned Revenue

Unearned revenue for fiscal year 2014 consists of approximately \$75,000 in ticket sales collected in June 2014 for train service to be provided in July 2014; and approximately \$1.7 million related to stored value, which will be recognized as revenue when used.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 5 – Deposits

The SFRTA’s liability for deposits consists of \$2.8 million from the City of Fort Lauderdale for “The Wave” Project.

Note 6 – Advances from FDOT

Advances from FDOT represent approximately \$2 million received when the SFRTA commenced operations and is to be repaid to FDOT when and if the SFRTA ceases operations.

Note 7 – Changes in Long-Term Liabilities:

Long-term liabilities balances and activity for the year ended June 30, 2014 were as follows:

	Beginning Balance 7/01/13	Additions	Deductions	Ending Balance 6/30/14	Amounts Due within One Year
Compensated Absences	\$1,136,557	\$ -	\$ (17,151)	\$1,119,406	\$447,762
Deposits	1,400,000	2,105,803	(687,840)	2,817,963	-
Advances from FDOT	2,000,000	-	-	2,000,000	-
Total Long-Term Liabilities	\$4,536,557	\$2,105,803	(\$704,991)	\$5,937,369	\$447,762

Note 8 – Retirement Plan

The SFRTA participates in the Florida Retirement System (FRS), a multiple- employer cost sharing Public Retirement System (PERS). The SFRTA contributes to the plan based on the rate and criteria established by the FRS. As of July 1, 2011, employees are required to contribute 3% to their pension or investment plan. Employees must be employed on a regular status basis to be covered by the System. Employees enrolled in the FRS before July 1, 2011 are vested in the Pension Plan after six years of service. Employees enrolled in the FRS on or after July 1, 2011 are vested in the Pension Plan after eight years of service. SFRTA employees are eligible for normal retirement, if they were enrolled in the FRS before July 1, 2011, vested and are age 62 or have at least 30 years of creditable service. If employees enrolled in the FRS on or after July 1, 2011, they qualify for normal retirement when vested, and are age 65 or have 33 years of creditable service.

Retired employees are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to their average final compensation multiplied by the total percentage value of their service time. Average final compensation is the average annual earnings of each employee’s length of service and membership class. The System also provides for death and disability benefits. These benefit provisions and State Statutes establish all other requirements.

Under the System, the SFRTA was required to contribute, as of the start of fiscal year 2014, 6.95% of the salary of Regular Class employees, and 18.31% of the salary of Senior Management Class employees.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 8 – Retirement Plan (Continued)

The actual contributions made by the SFRTA for fiscal year ended 2014 totaled approximately \$581,000, which equals the annual required contribution for the current period.

Senior Management Class employees contribution rates for fiscal years 2013 and 2012 were 6.3% and 6.27%, respectively Regular Class employees contribution rates were for 2013 and 2012 were 5.18% and 4.9%, respectively. Actual contributions for fiscal years 2013 and 2012 were approximately \$320,000 and \$338,000, respectively, equaling the annual required contribution. The Florida Division of Retirement issues the FRS Annual Report. This Report is available each year and can be obtained by sending a written request to:

Division of Retirement
Cedars Executive Center, Building C
2639 North Monroe Street
Tallahassee, Florida 32399-1560

Note 9 – Leases

The SFRTA leases its office facilities under a cancelable lease agreement through April 2016. In the event the SFRTA fails to appropriate or budget sufficient funds or is unable to appropriate or budget sufficient funds to meet its obligations under the Agreement, then the SFRTA, at its discretion, may terminate the Agreement upon 30-days' notice. Rent expense for the fiscal years 2014 and 2013 were approximately \$673,000 and \$635,000, respectively.

Note 10 – Contingencies and Commitments

Grants:

The SFRTA receives significant financial assistance from federal, state and local governmental agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreement and are subject to audit by the SFRTA's independent auditors and other governmental auditors. Any disallowed claims resulting from such audits could become a liability of the SFRTA. Based on prior experience, the SFRTA's Management believes such disallowance, if any, would be immaterial.

Commitments:

The SFRTA's commitment related to major improvements or projects currently in progress approximated \$50.9 million as of June 30, 2014.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

Note 10 – Contingencies and Commitments (Continued)

Presented below is a summary of the SFRTA’s commitments for the year ended June 30, 2014:

Contractor Name	Contract Inception	Contract Term	Amount	Purpose
Hyundai Rotem	September 2006	10 years	\$ 44,710,372	Commuter Railcars
Veolia Transportation Services	January 2007	10 years	105,916,013	Trains Operations
Bombardier Mass Transit Corporation	March 2007	10 years	151,484,954	Train Maintenance
BV Oil Company	January 2013	5 years	49,000,000	Train fuel
Keolis Transit Services	January 2009	7 years	22,909,542	Feeder Bus service
Meridian Management Corporation	August 2010	5 years	10,630,193	Station Maintenance
G4S Secure Solutions USA Inc	November 2010	5 years	27,587,088	Trains Security
Total			<u>\$ 412,238,162</u>	

Risk Management:

The SFRTA’s risk of loss includes exposure from passengers and the public due to accidents or other incidents resulting in liability issues for the SFRTA. The State of Florida insures the SFRTA for general liability up to \$5 million. The SFRTA purchases additional general liability coverage, amounting to \$120 million; the SFRTA has had no settlement claims that exceed the \$5 million insurance coverage since its inception.

Note 11 – Subsequent Events

The SFRTA Management evaluated subsequent events through December 18, 2014, the date the financial statements were available to be issued. Events or transactions occurring after June 30, 2014, but prior to December 18, 2014, that provided additional evidence about conditions that existed at June 30, 2014, have been recognized in the financial statements for the year ended June 30, 2014. Events or transactions that provided evidence about conditions that did not exist at June 30, 2014, but arose before the financial statements were available to be issued, have not been recognized in the financial statements for the year ended June 30, 2014.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SUPPLEMENTAL SCHEDULE OF OPERATING EXPENSES BY DEPARTMENT
FOR THE YEAR ENDED JUNE 30, 2014**

	<u>Operations</u>	<u>Planning</u>	<u>Engineering</u>	<u>Legal</u>	<u>General and Administrative</u>	<u>Total Expense</u>
LABOR AND FRINGE BENEFITS	\$ 2,410,182	\$ 959,526	\$ 505,871	\$ 524,011	\$ 5,396,945	\$ 9,796,535
SERVICES:						
Train Operations	15,299,352	-	381,581	-	1,069,406	16,750,339
Train Fuel	9,366,326	-	-	-	-	9,366,326
Feeder Service	5,376,118	-	-	-	-	5,376,118
Security Expense	5,599,596	-	-	-	-	5,599,596
Insurance	2,049,473	-	-	-	-	2,049,473
	<u>37,690,865</u>	<u>-</u>	<u>381,581</u>	<u>-</u>	<u>1,069,406</u>	<u>39,141,852</u>
TRAIN AND STATION MAINTENANCE	<u>18,338,159</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,338,159</u>
CORPORATE & COMMUNITY OUTREACH	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>586,720</u>	<u>586,720</u>
PROFESSIONAL FEES	<u>-</u>	<u>4,724,660</u>	<u>-</u>	<u>128,929</u>	<u>569,417</u>	<u>5,423,006</u>
GENERAL & ADMINISTRATIVE						
Office Business Expense	24,657	54,768	7,137	18,539	1,336,647	1,441,748
Lease and Rentals	-	-	-	-	672,742	672,742
	<u>24,657</u>	<u>54,768</u>	<u>7,137</u>	<u>18,539</u>	<u>2,009,389</u>	<u>2,114,490</u>
TOTAL	<u>\$ 58,463,863</u>	<u>\$ 5,738,954</u>	<u>\$ 894,589</u>	<u>\$ 671,479</u>	<u>\$ 9,631,877</u>	<u>\$ 75,400,762</u>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SUPPLEMENTAL SCHEDULE OF OPERATING EXPENSES BY DEPARTMENT
FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Operations</u>	<u>Planning</u>	<u>Engineering</u>	<u>Legal</u>	<u>General and Administrative</u>	<u>Total Expense</u>
LABOR AND FRINGE BENEFITS	\$ 2,219,739	\$ 818,860	\$ 430,648	\$ 445,797	\$ 4,863,011	\$ 8,778,055
SERVICES:						
Train Operations	13,687,773	-	419,738	-	806,361	14,913,872
Train Fuel	8,608,997	-	-	-	-	8,608,997
Feeder Service	4,987,387	-	-	-	-	4,987,387
Security Expense	5,214,099	-	-	-	-	5,214,099
Insurance	1,953,916	-	-	-	-	1,953,916
	<u>34,452,172</u>	<u>-</u>	<u>419,738</u>	<u>-</u>	<u>806,361</u>	<u>35,678,271</u>
TRAIN AND STATION MAINTENANCE	16,120,623	-	-	-	-	16,120,623
CORPORATE & COMMUNITY OUTREACH	-	-	-	-	583,550	583,550
PROFESSIONAL FEES	-	6,297,318	-	187,985	523,853	7,009,156
GENERAL & ADMINISTRATIVE						
Office Business Expense	27,677	61,904	9,388	12,010	1,119,539	1,230,518
Lease and Rentals	-	-	-	-	635,023	635,023
	<u>27,677</u>	<u>61,904</u>	<u>9,388</u>	<u>12,010</u>	<u>1,754,562</u>	<u>1,865,541</u>
TOTAL	<u>\$ 52,820,211</u>	<u>\$ 7,178,082</u>	<u>\$ 859,774</u>	<u>\$ 645,792</u>	<u>\$ 8,531,337</u>	<u>\$ 70,035,196</u>

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RTA

SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY

STATISTICAL SECTION



2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT

STATISTICAL AND GENERAL INFORMATION
TABLE OF NET POSITION AND CHANGES IN NET POSITION
FARE STRUCTURE RIDERSHIP AND SALES ANALYSIS
POPULATION TRENDS
PASSENGER RIDERSHIP AND POPULATION TRENDS FOR FY 2005-2014
PRINCIPAL EMPLOYERS BY COUNTY DEMOGRAPHICS AND ECONOMIC
STATISTICS
CAPITAL ASSET STATISTICS & EMPLOYEES BY DEPARTMENT
TRAIN SCHEDULE
TIMELINE AWARDS
SYSTEM MAP

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**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATISTICAL SECTION**

This part of SFRTA’s CAFR presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about SFRTA’s overall financial health.

Contents	Page
Financial Trend Information These schedules contain trend information to help the reader understand how SFRTA’s financial performance and well-being have changed overtime.	53
Revenue Capacity Information These schedules contain information to help the reader assess SFRTA’s most significant local revenue consideration, namely ridership.	54
Demographic and Economic Information These schedules offer demographic and economic data to help the reader understand how the environment within which SFRTA’s financial activities take place.	61
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in SFRTA’s financial report relates to the services the SFRTA provides and the activities it performs.	62

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NET POSITION AND CHANGES IN FINANCIAL POSITION
LAST TEN FISCAL YEARS**

FISCAL YEARS	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
OPERATING REVENUE										
Train revenue	\$12,799,800	\$12,043,242	\$11,940,427	\$10,902,136	\$10,294,670	\$9,744,718	\$8,699,831	\$7,263,465	\$5,897,172	\$6,089,370
Other	300,315	532,410	331,970	328,942	212,409	300,677	455,842	148,876	139,858	111,835
Total Operating Revenue	\$13,100,115	\$12,575,652	\$12,272,397	\$11,231,078	\$10,507,079	\$10,045,395	\$9,155,673	7,412,341	6,037,029	6,201,205
NON-OPERATING REVENUE										
Interest income	81,543	139,080	194,902	176,514	167,459	517,571	1,215,814	1,776,313	1,285,912	178,216
Lease / Rental income	-	-	-	-	-	-	-	-	-	-
Federal Transit Administration	20,621,111	19,163,234	13,371,554	9,119,944	11,896,620	16,146,204	15,628,544	5,426,252	9,113,203	6,836,021
Federal Highway Administration	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	2,149,879	5,850,121	4,000,000	4,000,000
Florida Dept. of Transportation	30,600,000	30,600,000	30,600,000	2,494,587	18,130,233	18,577,351	19,806,654	14,854,675	8,624,000	9,141,564
Florida Dept. of Transportation	-	13,700	374,156	30,600,000	-	-	-	-	-	-
Regional Transportation Marketing	-	-	-	-	-	-	-	-	241,000	157,021
Other Funding	184,795	184,795	251,202	477,771	488,971	100,000	100,000	100,000	270,905	163,331
Broward County Feeder	-	-	-	-	-	312,242	624,483	645,115	526,671	488,278
Broward County	1,565,000	1,565,000	1,565,000	1,565,000	4,235,000	4,135,298	4,366,953	4,182,089	2,273,000	2,206,334
Dade County	1,565,000	1,565,000	1,565,000	1,565,000	4,235,000	4,135,298	4,366,950	4,159,000	2,273,000	2,206,333
Palm Beach County	1,565,000	1,565,000	1,565,000	1,565,000	4,235,000	4,135,297	4,375,718	4,276,776	2,273,000	2,206,333
Feeder Service Grant Pass-Through	-	-	-	-	-	-	-	-	-	-
Total non-operating Revenue	60,182,449	58,795,809	53,486,814	51,563,816	47,388,283	52,059,261	52,634,995	41,270,341	30,880,691	27,583,431
TOTAL REVENUE	73,282,564	71,371,461	65,759,211	62,794,894	57,895,362	62,104,656	61,790,668	48,682,682	36,917,720	33,784,636
OPERATING EXPENSES										
Operating	58,463,863	52,820,211	49,900,229	45,274,303	41,553,969	41,419,340	43,602,003	36,654,660	27,694,480	24,968,027
Marketing	-	-	1,291,259	2,034,691	2,326,435	2,005,204	2,152,162	2,144,770	2,106,318	1,805,776
Planning	5,738,954	7,178,082	4,913,323	3,709,187	2,676,621	5,305,758	4,201,053	1,119,345	1,202,842	1,047,895
Engineering	894,589	859,774	809,221	1,101,199	752,663	815,946	656,692	707,820	404,144	357,517
Legal	671,479	645,792	662,184	-	-	-	-	-	-	-
Administrative	9,631,877	8,531,337	7,474,248	7,765,896	7,204,108	7,827,025	6,490,508	6,136,983	5,034,013	5,105,421
Depreciation	31,059,490	30,214,462	30,981,100	34,035,858	32,418,169	14,657,549	32,228,595	27,834,939	11,999,837	9,631,582
TOTAL EXPENSES	106,460,252	100,249,658	96,031,564	93,921,134	86,931,965	72,030,822	89,331,013	74,598,517	48,441,634	42,916,218
Contributions	35,299,947	23,827,329	25,470,702	24,905,184	19,027,689	14,746,127	23,289,207	64,846,465	99,732,858	110,301,750
Other Income (Expense)	-	-	(3,240,268)	-	-	-	(164,493)	-	-	-
Special Items	-	(852,874)	(778,444)	-	-	-	(7,647,992)	-	-	-
INCREASE (DECREASE) IN NET POSITION	2,122,259	(5,903,742)	(8,820,363)	(6,221,056)	(10,008,914)	4,819,961	(12,063,623)	38,930,630	88,208,944	101,170,168
NET POSITION AT YEAR-END										
Net Investment in capital assets	530,601,966	529,771,415	533,622,790	539,600,511	555,770,437	569,559,753	576,093,336	599,792,013	563,790,487	484,067,466
Restricted	42,573,001	39,163,096	42,051,728	45,603,117	38,563,865	38,165,029	31,647,664	25,040,000	24,030,000	16,020,000
Unrestricted	18,870,967	20,989,164	20,152,899	19,444,152	16,534,534	13,152,968	8,316,789	3,289,399	1,370,295	894,372
TOTAL NET POSITION	\$592,045,934	\$589,923,675	\$595,827,417	\$604,647,780	\$610,868,836	\$620,877,750	\$616,057,789	\$628,121,412	\$589,190,782	\$500,981,838

(1) Restatement of Net Position due to the implementation of GASB Statement No. 46.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATISTICAL AND GENERAL INFORMATION**

For The Fiscal Year Ended June 30, 2014

Date the Authority Began Operations	January 9, 1989
Form of Governance.....	Governing Board with an Executive Director and Deputy Executive Director
Number of Board Members.....	Ten
Employees	114
Service Areas.....	Broward, Miami-Dade, and Palm Beach Counties
Tri-County Area in Square Miles.....	5,128 Square Miles
Population of Service Area.....	Approximately 5.8 Million
Annual Operating Budget.....	\$75.3 Million
Supporting Subsidies	Florida Department of Transportation Federal Transit Administration Federal Highway Administration Broward, Miami-Dade and Palm Beach Counties
Track Miles.....	71.7 Miles
Passengers Served.....	4,401,318 Annually
Service Levels	Weekday – 50 Trains Saturday – 30 Trains Sunday – 30 Trains
Holiday Service.....	Tri-Rail operates a Sunday schedule on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
Hours of Operation	
Weekday.....	4:00 a.m. - 11:35 p.m.
Saturday.....	5:20 a.m. – 11:45 p.m.
Sunday.....	5:20 a.m. – 11:45 p.m.
Bus and Metrorail Service	Convenient transfers to county transit buses that pass within 1/4 mile of a Tri-Rail Station and convenient transfers onto Metrorail/Metromover.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FARE STRUCTURE

As part of the South Florida Regional Transportation Authority (SFRTA), Tri-Rail has a zone fare system, which consists of six zones. Ticket prices are determined by the number of zones through which a passenger travels, with the exception of the monthly and special event tickets, which are at a flat fare. This fare policy is valid for weekday travel Monday through Friday.

Since Tri-Rail’s core ridership primarily consists of commuters to and from work and/or school, a weekend fare policy was designed to encourage increased ridership on Saturday and Sunday. Weekend tickets are sold at a flat fare of \$5 and are valid for the entire day.

The SFRTA/Tri-rail offers several ticket types to meet the needs of every passenger. Frequent riders can take advantage of multi-trip, cost saving packages by purchasing a Monthly, 12-Trip tickets or Monthly Regional Passes. Other passengers can purchase daily One-Way or Roundtrip tickets. Discount tickets are also available for children ages 5 – 12, full-time students, and senior citizens ages 65 years and over, persons with disabilities and Medicare recipients

Tickets are sold at all Tri-Rail stations from Tri-Rail’s ticket vending machines (TVMs) and supplemented by Ticket Agents at Tri-Rail’s busiest stations. No ticket sales are available on the train.

<i>Zones</i>	<i>One Way</i>	<i>Discount One Way</i>	<i>Round-trip</i>	<i>Discount Roundtrip</i>	<i>12 Trip</i>	<i>Monthly</i>	<i>Discount Monthly</i>	<i>Regional Monthly</i>	<i>Discount Regional Monthly</i>
1	\$2.50	\$1.25	\$4.40	\$2.50	\$21.25	\$100.00	\$50.00	\$140.00	\$70.00
2	\$3.75	\$1.90	\$6.25	\$3.75	\$31.25	\$100.00	\$50.00	\$140.00	\$70.00
3	\$5.00	\$2.50	\$8.45	\$5.00	\$41.90	\$100.00	\$50.00	\$140.00	\$70.00
4	\$5.65	\$2.80	\$9.70	\$5.65	\$47.50	\$100.00	\$50.00	\$140.00	\$70.00
5	\$6.25	\$3.15	\$10.65	\$6.25	\$52.50	\$100.00	\$50.00	\$140.00	\$70.00
6	\$6.90	\$3.45	\$11.55	\$6.90	\$57.50	\$100.00	\$50.00	\$140.00	\$70.00

Ticket purchases can also be made through special discount programs offered by SFRTA/Tri-Rail. The Employer Discount Program (EDP) offers a 25% discount on Monthly tickets, Monthly Regional Passes or 12-Trip tickets as a benefit program for employees whose employer has registered with the Program. The SFRTA/Tri-Rail also offers a Group Discount Program, which offers a discounted rate to groups of 25 or more passengers.

Special train services to certain events are occasionally provided by the SFRTA/Tri-Rail throughout the year. Most special event trains have a fare which is different from the regularly published fare; therefore, passengers are expected to select the appropriate special event when purchasing tickets from the TVMs.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RIDERSHIP AND SALES ANALYSIS**

Ridership during fiscal year 2014, increased by 202,562 riders or 4.82% from fiscal year 2013. The following table illustrates passenger ridership for fiscal years 2013 and 2014.

Passenger Ridership – FY 2014 and FY 2013

	FY 2014 Ridership to Date	FY 2013 Ridership to Date	YTD Ridership 14 vs. 13 %
Monday to Friday	3,726,040	3,615,561	3.06%
Saturday	344,290	297,646	15.67%
Sunday	298,011	258,073	15.48%
Holidays	32,877	27,376	20.09%
Totals	4,401,218	4,198,656	4.82%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RIDERSHIP AND SALES ANALYSIS (Continued)**

Passenger fares collected for fiscal year 2014 were \$12,733,071, an increase of \$689,829 from fiscal year 2013. Tickets are sold at the train stations or from the administrative office by means of direct billing or through a specially designed ticket discount program.

Total Agency Ticket Sales - FY 2014



GRAPH KEY:

TVM – Ticket Vending Machines

EDP – Employee Discount Program

Agent Sales – Tickets sold at Kiosks

School Districts – Palm Beach School District

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
POPULATION TRENDS**

Density Per Square Mile

	Total Square Miles	Population Density Per Square Mile
Florida	53,937	361
Broward County	1,209	1,484
Miami-Dade County	1,945	1,341
Palm Beach County	1,974	688

Annual Population

	Annual Population 2014 (Thousands)	Annual Population 2013 (Thousands)	Annual Percent Change
Florida	19,485,270	19,259,543	1.17%
Broward County	1,794,147	1,784,715	0.53%
Miami-Dade County	2,608,966	2,582,375	1.03%
Palm Beach County	1,358,670	1,345,652	0.97%

Projected Population State of Florida & Southeast Counties, 2015-2030

Projection Population Year	2015 (Thousands)	2020 (Thousands)	2030 (Thousands)	Percent Change 2015-2030
Florida	19,747,233	21,149,697	23,608,972	19.56%
Broward County	1,802,981	1,855,922	1,947,695	8.03%
Miami-Dade County	2,635,261	2,788,075	3,056,689	15.99%
Palm Beach County	1,374,312	1,459,489	1,605,718	16.84%

Source: <http://www.edr.state.fl.us/Content/population-demographics/data/CountyPopulation.pdf> updated 2/14

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PASSENGER RIDERSHIP – FY 2005 thru 2014**

Year	Totals	Monday to Friday	Saturday	Sunday	Holidays
2005	2,800,414	2,408,661	204,998	172,371	14,384
2006	2,673,947	2,287,812	199,745	157,200	29,190
2007	3,392,894	2,889,313	256,322	210,943	36,316
2008	3,862,450	3,363,349	245,617	220,797	32,687
2009	4,222,850	3,666,535	275,578	241,548	39,189
2010	3,606,055	3,088,102	261,168	231,816	24,969
2011	3,810,590	3,304,729	256,732	227,714	21,415
2012	3,990,857	3,456,558	276,504	228,704	29,091
2013	4,198,656	3,615,561	297,646	258,073	27,376
2014	4,401,218	3,726,040	344,290	298,011	32,877

Source: SFRTA – Tri-Rail

POPULATION TRENDS – FY 2005 thru 2014

	Florida	Broward County	Miami-Dade County	Palm Beach County	Tri-County Total	Annual % Change
2005	17,778,156	1,742,157	2,395,071	1,273,752	5,410,980	1.42%
2006	18,154,475	1,747,655	2,420,242	1,291,426	5,459,323	0.89%
2007	18,446,768	1,741,657	2,448,806	1,302,451	5,492,914	0.62%
2008	18,613,905	1,739,708	2,472,387	1,307,784	5,519,879	0.49%
2009	18,687,425	1,738,093	2,480,537	1,312,016	5,530,646	0.20%
2010	18,801,310	1,748,066	2,496,435	1,320,134	5,564,635	0.62%
2011	18,905,048	1,753,162	2,516,515	1,325,758	5,595,435	0.55%
2012	19,074,434	1,771,099	2,551,290	1,335,415	5,657,804	1.12%
2013	19,259,543	1,784,715	2,582,375	1,345,652	5,708,429	0.90%
2014	19,485,270	1,794,147	2,608,966	1,358,670	5,761,783	0.94%

Source: <http://www.edr.state.fl.us/Content/population-demographics/data/CountyPopulation.pdf> updated 2/14

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
DEMOGRAPHIC AND ECONOMIC STATISTICS
Principal Employers by County
Last Fiscal Year & Ten Years Ago**

BROWARD COUNTY

2013 Rank	Employer	Employees	% of Total County Employment	2004 Rank	Employer	Employees	% of Total County Employment
1	Broward County School Board	26,000	2.50%	1	Broward County School Board	36,853	4.08%
2	Broward County Government	11,360	1.09%	2	Broward County Government	13,914	1.54%
3	Memorial Healthcare System	10,900	1.05%	3	Memorial Healthcare System	8,500	0.94%
4	Broward Health	8,190	0.79%	4	Broward Health	7,722	0.85%
5	Nova Southeastern University	4,013	0.39%	5	American Express	6,000	0.66%
6	American Express	3,000	0.29%	6	Motorola	3,800	0.42%
7	The Answer Group	2,800	0.27%	7	JM Family Enterprises, Inc.	3,500	0.39%
8	Kaplan Higher Education	3,500	0.24%	8	Nova Southeastern University	2,529	0.28%
9	City of Fort Lauderdale	2,425	0.23%	9	City of Fort Lauderdale	2,250	0.25%
10	BrandsMart USA	2,000	0.19%	10	City of Pembroke Pines	1,895	0.21%

Source: <http://www.broward.org/Accounting/Documents/2013CAFR.pdf>

MIAMI-DADE COUNTY

2013 Rank	Employer	Employees	% of Total County Employment	2004 Rank	Employer	Employees	% of Total County Employment
1	Miami-Dade County Public Schools	33,477	2.58%	1	Miami-Dade County Public Schools	54,387	5.02%
2	Miami-Dade County	25,502	1.97%	2	Miami-Dade County	32,265	2.98%
3	U.S. Federal Government	19,600	1.51%	3	U.S. Federal Government	20,100	1.86%
4	Florida State Government	18,300	1.41%	4	Florida State Government	18,900	1.74%
5	University of Miami	12,720	0.98%	5	Jackson Health System	11,700	1.08%
6	Baptist Health South Florida	10,793	0.83%	6	Baptist Health South Florida	10,300	0.95%
7	American Airlines	9,850	0.76%	7	University of Miami	9,367	0.86%
8	Jackson Health System	8,208	0.63%	8	American Airlines	9,000	0.83%
9	Publix Super Market	4,604	0.36%	9	Miami Dade College	7,500	0.69%
10	City of Miami	3,656	0.28%	10	Florida International University	5,000	-

Source: <http://www.miamidade.gov/finance/library/CAFR/2012/CAFR2013-complete.pdf>

PALM BEACH COUNTY

2013 Rank	Employer	Employees	% of Total County Employment	2004 Rank	Employer	Employees	% of Total County Employment
1	Palm Beach County School Board	20,810	3.25%	1	Palm Beach County School Board	18,672	3.12%
2	Palm Beach County Government	11,000	1.72%	2	Palm Beach County Government	9,000	1.50%
3	Tenet Healthcare Corporation	6,100	0.95%	3	Tenet Healthcare Corporation	4,705	0.79%
4	NextEra Energy (FPL)	3,804	0.59%	4	Hospital Corporation of America	4,000	0.67%
5	G4S (Wackenhut Corp)	3,000	0.47%	5	NextEra Energy (FPL)	2,800	0.47%
6	Florida Atlantic University	2,980	0.47%	6	Boca Raton Resort & Club	2,380	0.40%
7	Hospital Corporation of America	2,714	0.42%	7	U.S. Sugar Corporation	2,200	0.37%
8	Veterans Health Administration	2,700	0.42%	8	The Breakers Hotel	2,000	0.33%
9	Bethesda Memorial Hospital	2,643	0.41%	8	Florida Crystals	2,000	0.33%
10	Boca Raton Regional Hospital	2,250	0.35%	9	Boca Raton Regional Hospital	1,700	0.28%

Source: http://www.mypalmbeachclerk.com/uploadedFiles/Public_Funds/County_Financial_Reports/cafr_fy2013.pdf

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
DEMOGRAPHIC AND ECONOMIC STATISTICS
Last Fiscal Year & Ten Years Ago**

Year	POPULATION				PERSONAL INCOME (in millions)		PER CAPITA PERSONAL INCOME		UNEMPLOYMENT RATE	
	Florida	% Change from Prior Year	U.S.	% Change from Prior Year	Florida	U.S.	Florida	U.S.	Florida	U.S.
2004	17,374,824	2.33%	292,805,298	0.93%	593,302	10,049,200	34,147	34,320	4.7%	5.5%
2005	17,778,156	2.32%	295,516,599	0.93%	647,195	10,610,270	36,404	35,904	3.8%	5.1%
2006	18,154,475	2.12%	298,379,912	0.97%	703,288	11,389,840	38,739	38,172	3.3%	4.6%
2007	18,446,768	1.61%	301,231,207	0.96%	731,746	11,995,740	39,668	39,822	4.0%	4.6%
2008	18,613,905	0.91%	304,093,966	0.95%	736,198	12,430,568	39,551	40,877	6.3%	5.8%
2009	18,687,425	0.39%	306,771,529	0.88%	696,487	12,082,091	37,270	39,385	10.4%	9.4%
2010	18,801,332	0.61%	309,330,219	0.83%	725,436	12,435,193	38,584	40,200	11.3%	9.6%
2011	18,905,070	0.55%	311,587,816	0.73%	761,303	13,191,317	40,270	42,336	10.3%	8.9%
2012	19,074,434	0.90%	313,873,675	0.73%	792,255	13,743,772	41,535	43,788	8.6%	8.1%
2013	19,259,543	0.97%	316,128,839	0.72%	813,904	14,126,650	42,364	44,686	7.2%	7.4%

Source: http://www.myfloridacfo.com/aadir/statewide_financial_reporting/1entirecafr13.pdf

Broward County				
Year	Population	Total Personal Income	Per Capita Personal Income	Unemployment Rate
2004	1,723,131	\$63,266,735	\$36,716	4.3%
2005	1,740,987	\$69,375,144	\$39,848	3.5%
2006	1,753,162	\$73,075,813	\$41,682	3.1%
2007	1,765,707	\$75,286,103	\$42,638	3.8%
2008	1,758,494	\$74,588,165	\$42,416	6.1%
2009	1,744,922	\$70,090,397	\$40,168	9.8%
2010	1,748,066	\$72,712,604	\$41,596	9.7%
2011	1,753,142	\$75,315,293	\$42,960	9.3%
2012	1,771,099	\$78,687,822	\$44,429	7.5%
2013	1,784,636	N/A	N/A	5.6%

Source: <http://www.broward.org/Accounting/Division/Documents/2013CAFR.pdf>

Miami-Dade County				
Year	Population	Total Personal Income	Per Capita Personal Income	Unemployment Rate
2004	2,338,382	\$69,724,010	\$29,817	5.4%
2005	2,356,378	\$75,090,488	\$31,867	4.3%
2006	2,376,343	\$82,481,222	\$34,709	3.8%
2007	2,402,208	\$85,978,571	\$35,791	3.6%
2008	2,387,170	\$88,954,732	\$37,264	5.3%
2009	2,398,245	\$90,915,774	\$37,909	8.9%
2010	2,563,885	\$92,227,399	\$35,972	12.0%
2011	2,516,515	\$97,815,794	\$38,870	12.7%
2012	2,551,255	\$100,688,604	\$39,466	9.7%
2013	2,565,685	N/A	N/A	8.9%

Source: <http://www.miamidade.gov/finance/library/CAFR/2013/CAFR2013-complete.pdf>

Palm Beach County				
Year	Population	Total Personal Income	Per Capita Personal Income	Unemployment Rate
2004	1,242,270	\$60,761,948	\$48,523	5.7%
2005	1,265,900	\$65,286,449	\$51,070	4.1%
2006	1,287,987	\$71,720,669	\$55,836	3.7%
2007	1,295,033	\$75,585,800	\$58,749	4.8%
2008	1,294,654	\$76,712,607	\$59,240	7.3%
2009	1,287,344	\$67,866,247	\$51,910	11.7%
2010	1,320,134	\$69,488,201	\$52,526	12.4%
2011	1,325,758	\$72,053,531	\$53,871	10.9%
2012	1,335,415	\$75,461,490	\$55,628	9.2%
2013	1,345,652	N/A	N/A	7.1%

Source: http://www.mypalmbeachclerk.com/uploadedFiles/Public_Funds/County_Financial_Reports/cafr_fy2013.pdf

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CAPITAL ASSET STATISTICS

ASSET	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
Stations	18	18	18	18	18	18	18	18	18	18
Administration/Buildings	1	1	1	1	2	2	2	2	3	4

Commuter Rail	2014	2013	2012	2011	2010	2009
Weekday Trips Daily	50	50	50	50	50	50
Saturday Trips Daily	30	30	16	16	16	16
Sunday Trips Daily	30	30	16	16	16	16
Holiday Trips Annually	180	180	96	96	96	96
Total Trips Annually	16,050	16,050	14,476	14,476	14,510	14,510
Boarding Annually	4,401,318	4,198,656	4,005,967	3,810,832	3,606,055	4,222,850
Train Revenue Hours Annually	33,956	33,956	32,960	34,900	34,630	31,060

Note: Information for fiscal years 2005 - 2008 was not available.

EMPLOYEES BY DEPARTMENT
LAST EIGHT FISCAL YEARS

DEPARTMENT	NUMBER OF EMPLOYEES							
	2014	2013	2012	2011	2010	2009	2008	2007
Executive	17	18	17	12	13	14	12	12
Finance & IT	24	23	24	23	21	22	23	23
Planning	11	9	10	10	9	9	8	8
Engineering	5	4	4	4	4	4	4	6
Human Resources	3	2	2	3	2	3	3	3
Contracts & Procurement	9	9	8	9	8	8	7	8
Marketing	0	0	0	24	19	21	23	23
Operations	42	42	44	27	26	27	24	25
Legal	3	2	2	2	2	N/A	N/A	N/A
TOTAL	114	109	111	114	104	108	104	108

Note: Information for fiscal years 2005 - 2006 was not available.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY TRAIN SCHEDULE

SOUTHBOUND		WEEKDAYS																								
		AM SOUTHBOUND												PM SOUTHBOUND												
Train No.		P001	P003	P005	P007	P009	P011	P013	P015	P017	P019	P021	P023	P025	P027	P029	P031	P033	P035	P037	P039	P041	P043	P045	P047	P049
Mangonia Park		4:00	4:40	5:20	6:00	6:20	6:40	7:00	7:30	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	3:30	4:00	4:25	5:00	5:30	6:15	6:45	7:40	8:40
West Palm Beach ✕		4:06	4:46	5:26	6:06	6:26	6:46	7:06	7:36	8:06	9:06	10:06	11:06	12:06	1:06	2:06	3:06	3:36	4:06	4:31	5:06	5:36	6:21	6:51	7:46	8:46
Lake Worth		4:15	4:56	5:36	6:16	6:36	6:56	7:16	7:46	8:16	9:16	10:16	11:16	12:16	1:16	2:16	3:16	3:46	4:16	4:41	5:16	5:46	6:31	7:01	7:56	8:56
Boynton Beach		4:20	5:02	5:42	6:22	6:42	7:02	7:22	7:52	8:22	9:22	10:22	11:22	12:22	1:22	2:22	3:22	3:52	4:22	4:47	5:22	5:52	6:37	7:07	8:02	9:02
Delray Beach		4:29	5:11	5:51	6:31	6:51	7:11	7:31	8:01	8:31	9:31	10:31	11:31	12:31	1:31	2:31	3:31	4:01	4:31	4:56	5:31	6:01	6:46	7:16	8:11	9:11
Boca Raton		4:35	5:17	5:57	6:37	6:57	7:17	7:37	8:07	8:37	9:37	10:37	11:37	12:37	1:37	2:37	3:37	4:07	4:37	5:02	5:37	6:07	6:52	7:22	8:17	9:17
Deerfield Beach		4:42	5:24	6:04	6:44	7:04	7:24	7:44	8:14	8:44	9:44	10:44	11:44	12:44	1:44	2:44	3:44	4:14	4:44	5:09	5:44	6:14	6:59	7:29	8:24	9:24
Pompano Beach		4:48	5:30	6:10	6:50	7:10	7:30	7:50	8:20	8:50	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:20	4:50	5:15	5:50	6:20	7:05	7:35	8:30	9:30
Cypress Creek		4:54	5:37	6:17	6:57	7:17	7:37	7:57	8:27	8:57	9:58	10:58	11:58	12:58	1:58	2:58	3:58	4:28	4:58	5:23	5:58	6:27	7:12	7:42	8:37	9:37
Fort Lauderdale		5:01	5:45	6:25	7:05	7:25	7:45	8:05	8:35	9:05	10:06	11:06	12:06	1:06	2:06	3:06	4:06	4:36	5:06	5:33	6:06	6:35	7:20	7:50	8:45	9:45
Fort Lauderdale Airport ✕		5:08	5:53	6:33	7:13	7:33	7:53	8:13	8:43	9:13	10:17	11:17	12:17	1:17	2:17	3:17	4:17	4:47	5:17	5:42	6:17	6:43	7:28	7:58	8:53	9:53
Sheridan Street		5:12	5:57	6:37	7:17	7:37	7:57	8:17	8:47	9:17	10:21	11:21	12:21	1:21	2:21	3:21	4:21	4:51	5:21	5:46	6:21	6:47	7:32	8:02	8:57	9:57
Hollywood		5:16	6:01	6:41	7:21	7:41	8:01	8:21	8:51	9:21	10:26	11:26	12:26	1:26	2:26	3:26	4:26	4:56	5:26	5:51	6:26	6:51	7:36	8:06	9:01	10:01
Golden Glades		5:25	6:10	6:50	7:30	7:50	8:10	8:30	9:00	9:30	10:35	11:35	12:35	1:35	2:35	3:35	4:35	5:05	5:35	6:00	6:35	7:00	7:45	8:15	9:10	10:10
Opa-Locka		5:31	6:16	6:56	7:36	7:56	8:16	8:36	9:06	9:36	10:41	11:41	12:41	1:41	2:41	3:41	4:41	5:11	5:41	6:06	6:41	7:06	7:51	8:21	9:16	10:16
Metrorail Transfer		5:38	6:23	7:03	7:43	8:03	8:23	8:43	9:13	9:43	10:48	11:48	12:48	1:48	2:48	3:48	4:48	5:18	5:48	6:13	6:48	7:13	7:58	8:28	9:23	10:23
Hialeah Market/ Miami Airport ✕		5:44	6:29	7:09	7:49	8:09	8:29	8:49	9:19	9:49	10:54	11:54	12:54	1:54	2:54	3:56	5:12	5:26	6:12	6:21	6:56	7:19	8:04	8:34	9:29	10:29

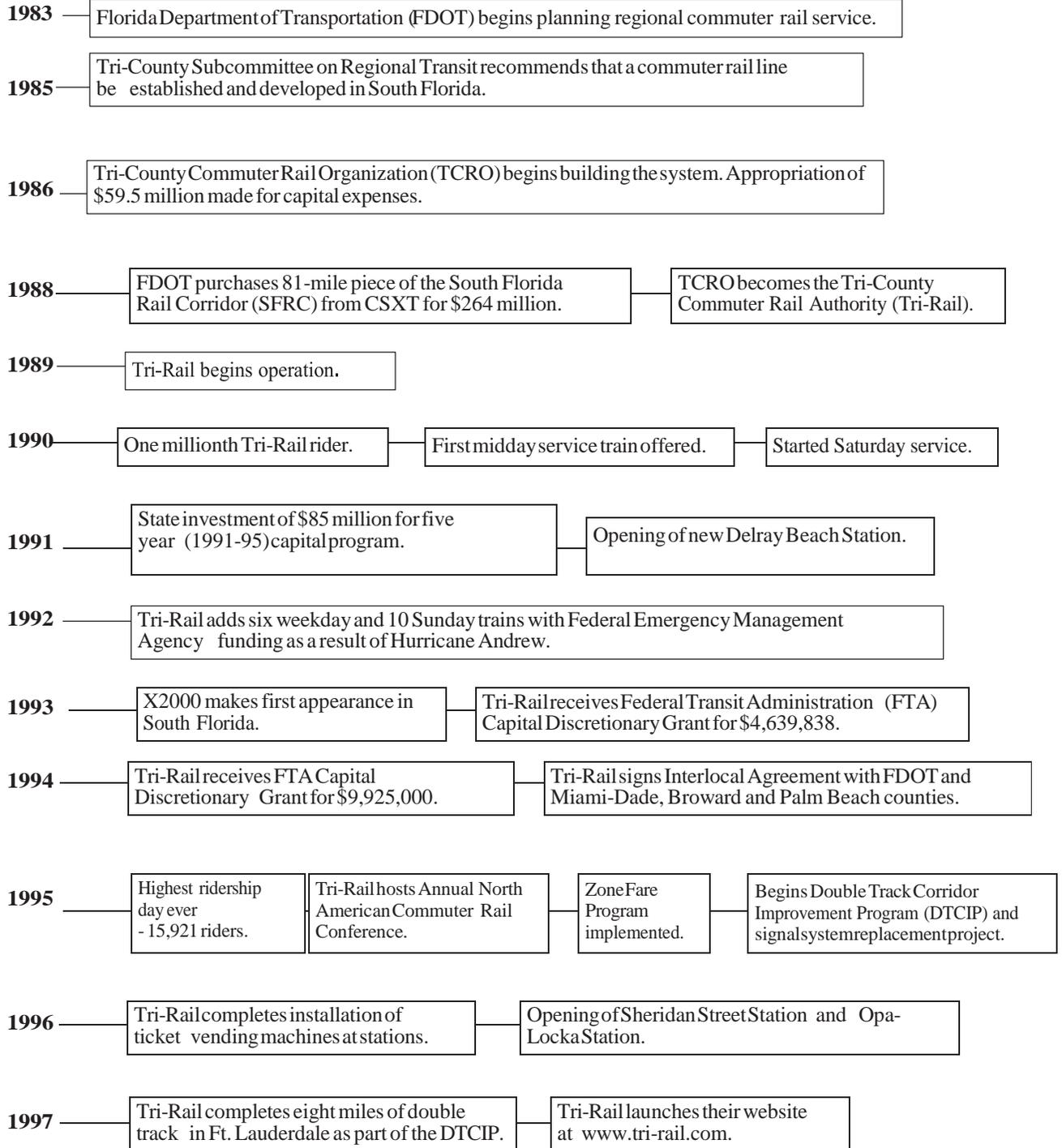
NORTHBOUND		WEEKDAYS																								
		AM NORTHBOUND												PM NORTHBOUND												
Train No.		P000	P002	P004	P006	P008	P010	P012	P014	P016	P018	P020	P022	P024	P026	P028	P030	P032	P034	P036	P038	P040	P042	P044	P046	P048
Hialeah Market/ Miami Airport ✕		4:18	4:48	5:13	5:38	6:03	6:23	7:03	7:43	8:23	9:23	10:23	11:23	12:23	1:23	2:23	3:13	3:53	4:33	4:53	5:00	5:51	5:58	6:53	7:53	9:43
Metrorail Transfer		4:23	4:54	5:19	5:49	6:09	6:29	7:09	7:49	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:20	4:09	4:39	4:59	5:29	5:57	6:29	6:59	7:59	9:49
Opa-Locka		4:29	5:00	5:25	5:55	6:15	6:35	7:15	7:55	8:36	9:36	10:36	11:36	12:36	1:36	2:36	3:26	4:15	4:45	5:05	5:35	6:03	6:35	7:05	8:05	9:55
Golden Glades		4:35	5:06	5:31	6:01	6:21	6:41	7:21	8:01	8:43	9:43	10:43	11:43	12:43	1:43	2:43	3:33	4:21	4:51	5:11	5:41	6:09	6:41	7:11	8:11	10:01
Hollywood		4:43	5:15	5:40	6:10	6:30	6:50	7:30	8:10	8:52	9:52	10:52	11:52	12:52	1:52	2:52	3:42	4:30	5:00	5:20	5:50	6:18	6:50	7:20	8:20	10:10
Sheridan Street		4:47	5:19	5:44	6:14	6:34	6:54	7:34	8:14	8:56	9:56	10:56	11:56	12:56	1:56	2:56	3:46	4:34	5:04	5:24	5:54	6:22	6:54	7:24	8:24	10:14
Fort Lauderdale Airport ✕		4:51	5:23	5:48	6:18	6:38	6:58	7:38	8:18	9:00	10:00	11:00	12:00	1:00	2:00	3:00	3:50	4:38	5:08	5:28	5:58	6:26	6:58	7:28	8:28	10:18
Fort Lauderdale		5:00	5:32	5:57	6:27	6:47	7:07	7:47	8:27	9:09	10:09	11:09	12:09	1:09	2:09	3:09	3:59	4:47	5:17	5:37	6:07	6:35	7:07	7:37	8:37	10:27
Cypress Creek		5:06	5:39	6:04	6:34	6:54	7:14	7:54	8:34	9:16	10:16	11:16	12:16	1:16	2:16	3:16	4:06	4:54	5:24	5:44	6:14	6:42	7:14	7:44	8:44	10:34
Pompano Beach		5:12	5:45	6:10	6:40	7:00	7:20	8:00	8:40	9:23	10:23	11:23	12:23	1:23	2:23	3:23	4:13	5:00	5:30	5:50	6:20	6:48	7:20	7:50	8:50	10:40
Deerfield Beach		5:18	5:51	6:16	6:46	7:06	7:26	8:06	8:46	9:29	10:29	11:29	12:29	1:29	2:29	3:29	4:19	5:06	5:36	5:56	6:26	6:54	7:26	7:56	8:56	10:46
Boca Raton		5:25	5:59	6:24	6:54	7:14	7:34	8:14	8:54	9:38	10:38	11:38	12:38	1:38	2:38	3:38	4:28	5:14	5:44	6:04	6:34	7:02	7:34	8:04	9:04	10:54
Delray Beach		5:30	6:04	6:29	6:59	7:19	7:39	8:19	8:59	9:44	10:44	11:44	12:44	1:44	2:44	3:44	4:34	5:19	5:49	6:09	6:39	7:07	7:39	8:09	9:09	10:59
Boynton Beach		5:38	6:13	6:38	7:08	7:28	7:48	8:28	9:08	9:53	10:53	11:53	12:53	1:53	2:53	3:53	4:43	5:28	5:58	6:18	6:48	7:16	7:48	8:18	9:18	11:08
Lake Worth		5:44	6:19	6:44	7:14	7:34	7:54	8:34	9:14	9:59	10:59	11:59	12:59	1:59	2:59	3:59	4:49	5:34	6:04	6:24	6:54	7:22	7:54	8:24	9:24	11:14
West Palm Beach ✕		6:55	6:30	6:55	7:25	7:45	8:05	8:45	9:25	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:00	5:45	6:15	6:35	7:05	7:33	8:05	8:35	9:35	11:25
Mangonia Park		6:05	6:40	7:05	7:35	7:55	8:15	8:55	9:35	10:20	11:20	12:20	1:20	2:20	3:20	4:20	5:10	5:55	6:25	6:45	7:15	7:43	8:15	8:45	9:45	11:35

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY TRAIN SCHEDULE

SOUTHBOUND		WEEKENDS & HOLIDAYS													
Train No.	AM SOUTHBOUND							PM SOUTHBOUND							
	P661	P663	P665	P667	P669	P671	P673	P675	P677	P679	P681	P683	P685	P687	P689
Mangonia Park	5:50	6:50	7:50	8:50	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:50	5:50	6:50	9:00
West Palm Beach ✕	5:58	6:58	7:58	8:58	9:58	10:58	11:58	12:58	1:58	2:58	3:58	4:58	5:58	6:58	9:08
Lake Worth	6:08	7:08	8:08	9:08	10:08	11:08	12:08	1:08	2:08	3:08	4:08	5:08	6:08	7:08	9:18
Boynton Beach	6:14	7:14	8:14	9:14	10:14	11:14	12:14	1:14	2:14	3:14	4:14	5:14	6:14	7:14	9:24
Delray Beach	6:23	7:23	8:23	9:23	10:23	11:23	12:23	1:23	2:23	3:23	4:23	5:23	6:23	7:23	9:33
Boca Raton	6:29	7:29	8:29	9:29	10:29	11:29	12:29	1:29	2:29	3:29	4:29	5:29	6:29	7:29	9:39
Deerfield Beach	6:36	7:36	8:36	9:36	10:36	11:36	12:36	1:36	2:36	3:36	4:36	5:36	6:36	7:36	9:46
Pompano Beach	6:41	7:41	8:41	9:41	10:41	11:41	12:41	1:41	2:41	3:41	4:41	5:41	6:41	7:41	9:51
Cypress Creek	6:48	7:48	8:48	9:48	10:48	11:48	12:48	1:48	2:48	3:48	4:48	5:48	6:48	7:48	9:58
Fort Lauderdale	6:56	7:56	8:56	9:56	10:56	11:56	12:56	1:56	2:56	3:56	4:56	5:56	6:56	7:56	10:06
Fort Lauderdale Airport ✕	7:03	8:03	9:03	10:03	11:03	12:03	1:03	2:03	3:03	4:03	5:03	6:03	7:03	8:03	10:13
Sheridan Street	7:07	8:07	9:07	10:07	11:07	12:07	1:07	2:07	3:07	4:07	5:07	6:07	7:07	8:07	10:17
Hollywood	7:11	8:11	9:11	10:11	11:11	12:11	1:11	2:11	3:11	4:11	5:11	6:11	7:11	8:11	10:21
Golden Glades	7:20	8:20	9:20	10:20	11:20	12:20	1:20	2:20	3:20	4:20	5:20	6:20	7:20	8:20	10:30
Opa-Locka	7:25	8:25	9:25	10:25	11:25	12:25	1:25	2:25	3:25	4:25	5:25	6:25	7:25	8:25	10:35
Metrorail Transfer	7:32	8:32	9:32	10:32	11:32	12:32	1:32	2:32	3:32	4:32	5:32	6:32	7:32	8:32	10:42
Hialeah Market/ Miami Airport ✕	7:50	8:50	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:50	5:50	6:50	7:50	8:50	11:00

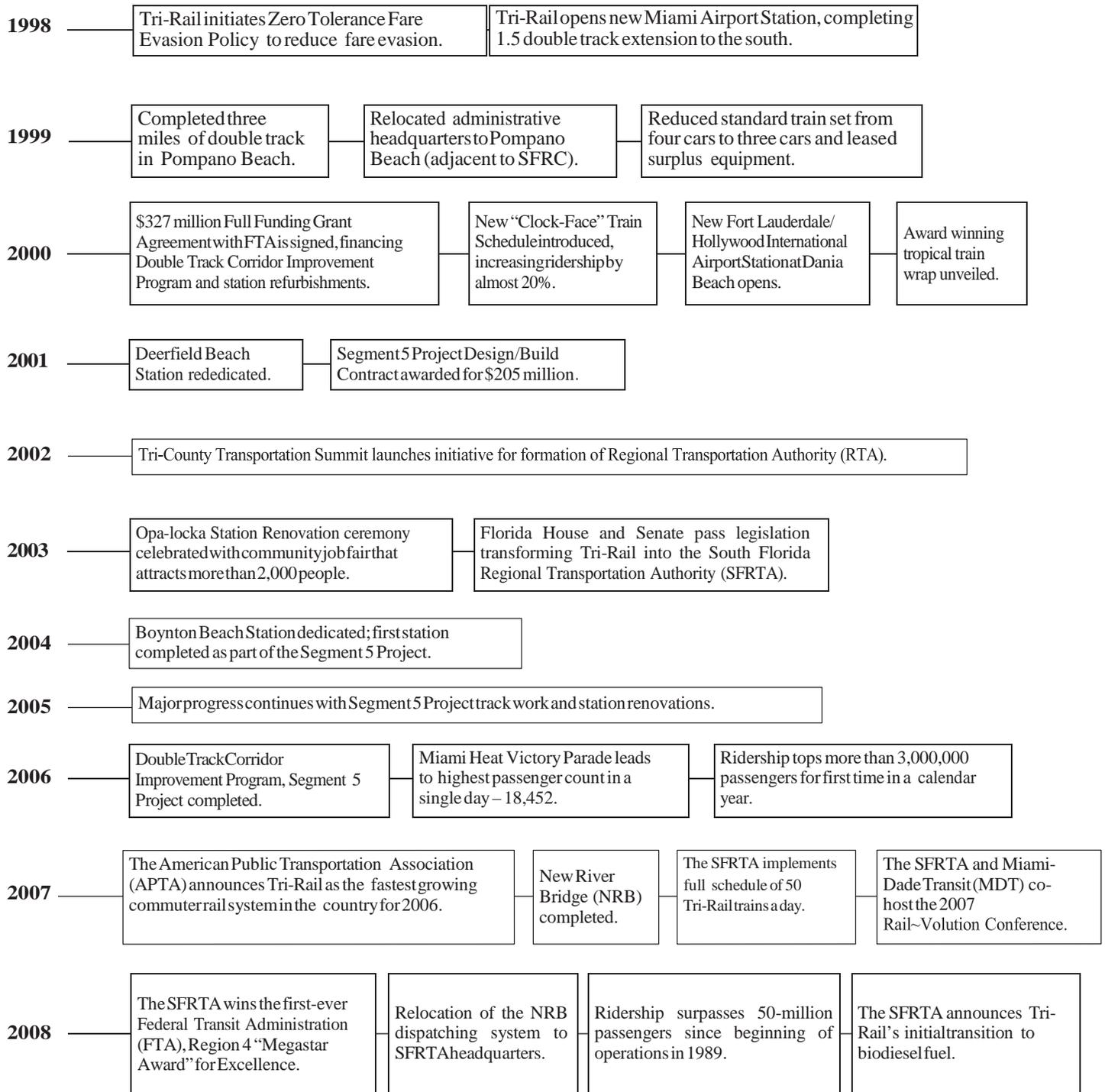
NORTHBOUND		WEEKENDS & HOLIDAYS													
	AM NORTHBOUND							PM NORTHBOUND							
	P660	P662	P664	P666	P668	P670	P672	P674	P676	P678	P680	P682	P684	P686	P688
Hialeah Market/ Miami Airport ✕	5:20	6:20	7:20	8:20	9:20	10:20	11:20	12:20	1:20	2:20	3:20	4:20	5:20	6:20	9:45
Metrorail Transfer	5:27	6:27	7:27	8:27	9:27	10:27	11:27	12:27	1:27	2:27	3:27	4:27	5:27	6:27	9:52
Opa-Locka	5:33	6:33	7:33	8:33	9:33	10:33	11:33	12:33	1:33	2:33	3:33	4:33	5:33	6:33	9:58
Golden Glades	5:39	6:39	7:39	8:39	9:39	10:39	11:39	12:39	1:39	2:39	3:39	4:39	5:39	6:39	10:04
Hollywood	5:49	6:49	7:49	8:49	9:49	10:49	11:49	12:49	1:49	2:49	3:49	4:49	5:49	6:49	10:14
Sheridan Street	5:53	6:53	7:53	8:53	9:53	10:53	11:53	12:53	1:53	2:53	3:53	4:53	5:53	6:53	10:18
Fort Lauderdale Airport ✕	5:57	6:57	7:57	8:57	9:57	10:57	11:57	12:57	1:57	2:57	3:57	4:57	5:57	6:57	10:22
Fort Lauderdale	6:05	7:05	8:05	9:05	10:05	11:05	12:05	1:05	2:05	3:05	4:05	5:05	6:05	7:05	10:30
Cypress Creek	6:12	7:12	8:12	9:12	10:12	11:12	12:12	1:12	2:12	3:12	4:12	5:12	6:12	7:12	10:37
Pompano Beach	6:19	7:19	8:19	9:19	10:19	11:19	12:19	1:19	2:19	3:19	4:19	5:19	6:19	7:19	10:44
Deerfield Beach	6:25	7:25	8:25	9:25	10:25	11:25	12:25	1:25	2:25	3:25	4:25	5:25	6:25	7:25	10:50
Boca Raton	6:33	7:33	8:33	9:33	10:33	11:33	12:33	1:33	2:33	3:33	4:33	5:33	6:33	7:33	10:58
Delray Beach	6:39	7:39	8:39	9:39	10:39	11:39	12:39	1:39	2:39	3:39	4:39	5:39	6:39	7:39	11:04
Boynton Beach	6:48	7:48	8:48	9:48	10:48	11:48	12:48	1:48	2:48	3:48	4:48	5:48	6:48	7:48	11:13
Lake Worth	6:54	7:54	8:54	9:54	10:54	11:54	12:54	1:54	2:54	3:54	4:54	5:54	6:54	7:54	11:19
West Palm Beach ✕	7:05	8:05	9:05	10:05	11:05	12:05	1:05	2:05	3:05	4:05	5:05	6:05	7:05	8:05	11:30
Mangonia Park	7:20	8:20	9:20	10:25	11:20	12:20	1:20	2:20	3:20	4:20	5:20	6:20	7:20	8:20	11:45

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY TIMELINE

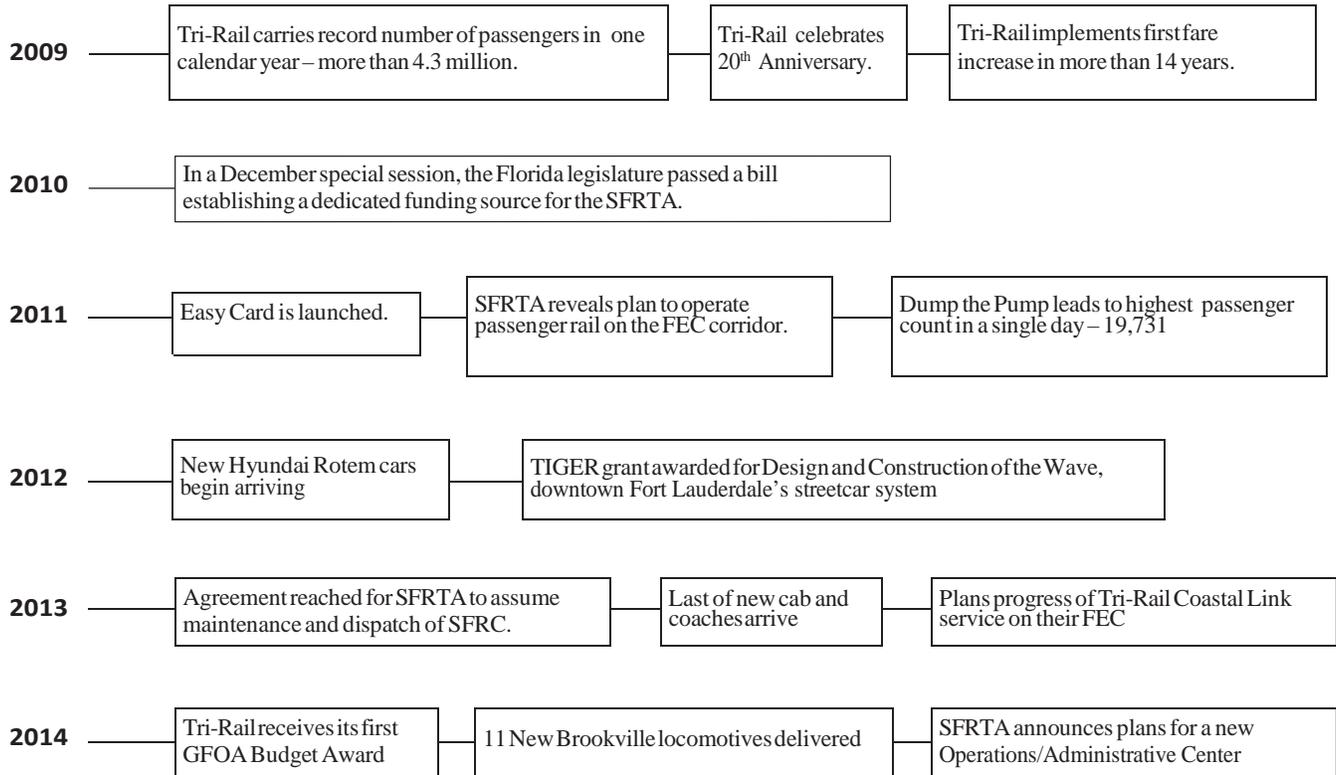


SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

TIMELINE



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY TIMELINE



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AGENCY TAKES NATIONAL, REGIONAL AND STATEWIDE HONORS

The accolades continued to flow to the South Florida Regional Transportation Authority, with multiple departments scoring honors and awards this past year. The SFRTA received the following awards:

PROCUREMENT

- National Procurement Institute - Achievement of Excellence in Procurement
- Florida Association of Public Procurement - Award of Excellence in Public Procurement

SAFETY AND SECURITY

- Transportation Security Administration - Gold Standard Award

MARKETING

- Florida Public Transportation Association - 1st Place Award and Best of the Best in Class
- Special Events and Campaigns - 25th Anniversary Luncheon
- Florida Public Transportation Association - 1st Place Award Print Collateral/Advertising "Ride Tri-Rail to Ultra Music Festival"

FINANCE

- Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ended 2013
- Government Finance Officers Distinguished Budget Presentation Award for the Fiscal Year beginning July 1, 2013



The SFRTA has been awarded the Certificate of Achievement in Financial Reporting for every CAFR submitted over the past 20 years.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY SYSTEM MAP



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
FEBRUARY 27, 2015

AGENDA ITEM REPORT

Information Item Presentation

FEDERAL LEGISLATION UPDATE

SUMMARY EXPLANATION AND BACKGROUND:

John Cline, FTI Consulting, Inc., will update the SFRTA Governing Board on the results of the 2014 Federal Elections, changes to the U. S. Congress and Committee leadership, the ongoing appropriations process, and what it all means to the South Florida Regional Transportation Authority/Tri-Rail.

EXHIBITS ATTACHED: Exhibit 1 - Federal Legislation Update

FEDERAL LEGISLATION UPDATE

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by:  9/20/15
Executive Director Date

Approved as to Form by:  2-20-15
General Counsel Date

MEMORANDUM

TO: South Florida Regional Transportation Authority
FROM: FTI Consulting, Government Affairs
RE: Governmental Affairs Report
DATE: 6 February 2015

Overview

The 114th Congress convened on January 6. Lawmakers were in session for the remainder of January – with the exception of caucus retreats on January 14 and 15. The Republican-controlled Congress focused on some “must do” items – including an extension of the Terrorism Risk Insurance Act (TRIA) and continued funding for the Department of Homeland Security (DHS) – as well as changes to other policies such as approving the Keystone XL pipeline. President Obama outlined the administration’s priorities in his sixth State of the Union Address on January 20. Please see below a brief overview of congressional action during the month of January.

Keystone XL – The Senate passed legislation on January 29 that approves construction of the Keystone XL pipeline. Passed by a margin of 62 to 36, the bill drew support from every Republican along with nine Democratic Senators. In an effort by Senate Majority Leader Mitch McConnell to open up the amendment process, throughout the Keystone XL debate the Senate voted on over 40 amendments. The Senate’s version will have to be considered by the House before it goes to President Obama, who has maintained his position to veto the bill. The House passed its version of the bill on January 9.

TRIA – After its expiration at the end of 2014, both chambers of Congress cleared legislation to reauthorize the Terrorism Risk Insurance Act. On January 6, the House passed a TRIA bill, which extends the program for six years and includes a provision that changes derivatives’ rules for farmers and manufacturers, ultimately amending the Dodd Frank law. Sen. Elizabeth Warren (D-MA) offered an amendment to the TRIA bill in the Senate that would strip the House-language to alter the Dodd Frank Law. Her amendment ultimately failed, and the Senate passed the legislation by a vote of 93 to 4. President Obama signed the measure into law on January 12.

DHS Funding – On January 14, House lawmakers passed a DHS spending bill that funds the department through the remainder of the fiscal year. Federal funding for the agency is set to expire after February 27. The White House has issued a formal veto threat on the legislation, which defunds many of President Obama’s unilateral actions on immigration. The legislation now heads to the Senate for consideration and is unlikely to garner the 60 votes necessary to begin debate.

State of the Union – On January 20, President Obama traveled to Capitol Hill to deliver his sixth State of the Union Address. President Obama reflected on America’s past struggles and touted recent developments that have changed the nation’s trajectory, including economic growth, increased access to health insurance, higher college graduation rates, energy independence, shrinking deficits, and winding down the wars in Iraq and Afghanistan. The President emphasized that, while much progress has been made, there is more work to be done and any efforts by Republicans to undo the administration’s policies would be vetoed.

Summary of Expected 2015 Tax and Transportation Legislation

The 114th Congress is expected to take up several bills reauthorizing transportation programs in 2015: aviation, passenger rail, pipeline safety, surface transportation, and the Surface Transportation Board. While stakeholders are advocating for enactment of a five or six year surface reauthorization bill, identifying a funding source for such legislation continues to be a major obstacle.¹ Revenue proposals for funding surface transportation programs include raising the current gas tax, replacing the current gas tax with an oil barrel tax, and using funds derived from tax reform, particularly from corporate repatriation.

Below is a summary of the major issues concerning each of the expected transportation bills. It also addresses the various funding proposals for surface transportation, and—to the extent discernible—positions expressed by key stakeholders, including the chairs/ranking members of relevant congressional committees.²

Aviation

The current authorization for the federal aviation programs expires in September 2015. Rep. Shuster has stated that he wants a long-term bill, not another short-term extension, and that he believes the legislation should be “transformational” in terms of how the FAA operates.³ It is not clear what he means by “transformational,” however.⁴

Significant issues in the expected reauthorization bill are:⁵ increase in the Passenger Facility Charge (PFC);⁶ the Next Generation Air Transportation System (NextGen);⁷ privatization of the air traffic control (ATC) system;⁸ Airport Improvement Program (AIP) funding; reforms to the Essential Air Service program; FAA regulation of drones;⁹ and possibly EPA’s proposed tax on carbon emissions. Airport and airline interests have decidedly different views on funding sources:

¹ See Jim McTague, *Infrastructure Repairs: Time for Concrete Action*, BARRON’S, Jan. 10, 2105, <http://online.barrons.com/articles/infrastructure-repairs-time-for-concrete-action-1420871162>.

² The flagged committees/members are: Senate Finance—Senators Hatch and Wyden; Senate Commerce—Senators Thune and Nelson; Senate EPW—Senators Inhofe and Boxer; Senate Banking—Senators Shelby and Brown; Senate Tax Reform Working Group—Senators Heller and Bennet; House Ways and Means—Representatives Ryan and Levin; and House T&I—Representatives Shuster and DeFazio. Of the fourteen, research indicates that five (Nelson, Shelby, Brown, Heller, and Bennet) appear to have taken no recent public position on any of the revenue proposals, and three (Boxer, Levin, and Defazio) appear to have taken recent public positions on only one of the revenue proposals.

³ Keith Lang, *Shuster wants ‘transformational’ FAA funding bill*, THE HILL, Sept. 16, 2014, <http://thehill.com/policy/transportation/217935-shuster-wants-transformation-faa-funding-bill>.

⁴ Benét J. Wilson, *Airline, Airport Groups Prepare for FAA Reauthorization Bill Battle*, AIRWAYS NEWS, Jan. 7, 2015, <http://airwaysnews.com/blog/2015/01/07/airline-airport-groups-prepare-for-faa-reauthorization-bill-battle/>; *Coalition Supports Higher PFC, Protection For AIP*, AVIATION NEWS TODAY, Jan. 6, 2015, http://www.aviationnews.net/?do=headline&news_ID=239757.

⁵ Hogan Lovells, *114th Congress Outlook*, January 2015, pp. 29-30.

⁶ Tom Curry, *With FAA Reauthorization Ahead, New Advocacy Group Backs Infrastructure Spending*, ROLL CALL, Sept. 2, 2014, <http://blogs.rollcall.com/the-containerer/with-faa-reauthorization-ahead-new-advocacy-group-backs-infrastructure-spending/?dcz=>.

⁷ Jake Williams, *NextGen dominates FAA reauthorization debate*, FEDSCOOP, Nov. 18, 2014, <http://fedcoop.com/nextgen-dominates-committees-first-meeting-faa-reauthorization/>.

⁸ Bill Carey, *Shape of U.S. ATC Reform Debated, ‘Transformation’ in Doubt*, AIN ONLINE, Dec. 16, 2104, <http://www.ainonline.com/aviation-news/air-transport/2014-12-16/shape-us-atc-reform-debated-transformation-doubt>.

⁹ Testing of drones is already underway; Congress may want to weigh in. See Paul Farhi, *Group of media organizations to test new role for drone aircraft: Newsgatherer*, WASHINGTON POST, Jan. 15, 2015, http://www.washingtonpost.com/lifestyle/style/testing-a-new-role-for-drones-reporter/2015/01/15/309297f4-9cd8-11e4-96cc-e858eba91ced_story.html.

The Airports Council International-North America (ACI-NA) reports that “\$71 billion needs to be spent on airports just to stay afloat,” funding which ACI-NA would like to see come from increased PFCs, rather than the AIP; Airlines for America (A4A) is adamantly opposed to PFC increases, advocating for airport improvements to be made through airport bonds and/or AIP funding.¹⁰

NHTSA Reauthorization

On July 31, 2014, Sen. Claire McCaskill introduced S.2760, the Motor Vehicle and Highway Safety Enhancement Act of 2014, a six-year NHTSA reauthorization bill. The bill was referred to the Commerce Committee, but no action was taken on it. It is unclear whether there will be a reauthorization bill in the 114th Congress.

Should there be a reauthorization bill, enhancing NHTSA’s enforcement authority is a likely issue, along with steeper penalties for safety violations.¹¹ It is also possible that vehicle-to-vehicle communication could be an issue in any NHTSA reauthorization bill.

Passenger Rail

On December 1, 2014, the T&I Committee reported out a passenger rail bill, H.R. 5449, that reauthorized the Amtrak and passenger rail programs through FY 2018. S. 2784, the Rail Safety Improvement Act of 2014, which covered some of the same rail safety issues as H.R. 5449, was introduced in the Senate. The only action on S. 2784, however, was referral to the Senate Commerce Committee. The T&I Committee is expected to reintroduce H.R. 5449 in the 114th Congress. Some sources say this bill will be brought up before the FAA and surface transportation bills.¹²

Major issues in H.R. 5449 were authorization levels (set to match recent appropriations); discouraging moving Northeast Corridor (NEC) revenues to the state-supported and long-distance routes; modification of the RRIF program, including making PTC projects eligible for RRIF funding; and environmental streamlining. Senate Amtrak supporters may seek additional assistance for Amtrak in the 2015 reauthorization.¹³

Pipeline Safety

The current authorization for the pipelines safety program, the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011, expires in September 2015. Reauthorization legislation could be stand-alone, or become part of the surface transportation reauthorization.

PHMSA has a number of pending rulemakings, notably the rail tank car safety proceeding.¹⁴ It is possible that these could somehow be addressed in the reauthorization legislation. In addition,

¹⁰ *Airline, Airport Groups Prepare for FAA Reauthorization Bill Battle.*

¹¹ Hogan Lovells, 114th Congress Outlook, January 2015, p. 29.

¹² Heather Caygle, *EPW chairman meeting to set 2015 agenda — Hatch open to talking gas tax — NHTSA chief flexes oversight muscles — House T&I leaders preview the year ahead*, POLITICO, Jan. 7, 2015, <http://www.politico.com/morningtransportation/0115/morningtransportation16636.html>.

¹³ ML Strategies Update: Transportation Policy in the 114th Congress, Nov. 21, 2014, posted at <http://www.jdsupra.com/legalnews/transportation-policy-in-the-114th-congr-47277/>.

¹⁴ The pending rulemakings are:

- Excess Flow Valves; NPRM [2011 reauthorization bill set 18-month deadline for this rulemaking]

insertion of Buy America requirements for pipeline construction from the American Pipeline Jobs and Safety Act of 2014 could be an issue.¹⁵ Permitting is an issue for the interstate gas pipeline industry, which the industry could seek to have addressed in the pipeline reauthorization legislation.¹⁶

Surface Transportation

The current authorization for the surface transportation program expires in May 2015. The sticking point continues to be, as it was in 2012, funding sources for the program. (See discussion of revenue proposals, below). On May 15, 2014, the Senate Commerce Committee reported out the MAP-21 Reauthorization Act, which would have reauthorized the program for six years at current funding levels. The GROW America Act, proposed by the Obama Administration, would have provided increased funding over four years. The T&I Committee did not report out a surface transportation reauthorization bill in 2014, but Rep. Shuster has said that the bill will be a top priority in 2015.¹⁷

Significant issues that may arise concerning the surface transportation program, in addition to the basic funding question, are: renewed efforts to devolve the whole program back to the states and/or defund transit and rail at the federal level; proposals to cut the program back to what can be supported by current HTF revenues; additional flexibility in allowing tolling and other increased participation by the private sector; truck size and weight;¹⁸ safety;¹⁹ and dedicated freight funding.²⁰

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- Issues Related to Use of Plastic Pipe in the Gas Pipeline Industry; NPRM
 - Safety of Gas Transmission Pipelines; NPRM
 - Safety of On-Shore Hazardous Liquid Pipelines; NPRM
 - Valve Installation and Minimum Rupture Detection Standards; NPRM
 - Enforcement of State Excavation Damage Laws; Final Rule
 - Miscellaneous Amendments to Pipeline Safety Regulations; Final Rule
 - Operator Qualification, Cost Recovery, Incident Reporting, CO₂, Special Permit Renewal, and Other Issues; NPRM

Pipeline Safety Update, Issue No. 89, VanNess Feldman, Dec. 17, 2014.

¹⁵ Nolan Bill Requires 'Buy American Steel' in Pipeline Projects, WDIO-TV, Apr. 24, 2014,

<http://www.wdio.com/article/stories/s3411719.shtml>.

¹⁶ Permitting is top 2015 priority on Capitol Hill for interstate gas pipeline group, Dec. 24, 2014,

<http://www.ingaa.org/News/23299.aspx>.

¹⁷ Shuster says highway bill won't be funded through gas tax, motorist user fees, TRIBLIVE, Dec. 29, 2014,

<http://triblive.com/usworld/nation/7465825-74/shuster-bill-tax#ixzz3NOblnrKH>.

¹⁸ David Cullen, Maine highway-fatality drop seen to boost truck-weight reform, FLEET OWNER, Jan. 13, 2015,

<http://fleetowner.com/safety/maine-highway-fatality-drop-seen-boost-truck-weight-reform>; Brigham McCown,

Congress can help make freight transportation safer and more efficient, THE HILL, Jan. 12, 2015,

<http://thehill.com/blogs/congress-blog/economy-budget/229060-congress-can-help-make-freight-transportation-safer-and>.

¹⁹ The NTSB has issued its 2015 most wanted list of transportation safety improvements, some of which could be picked up in reauthorization legislation. The list includes implementation of PTC, improving rail tank car safety, making mass transit safer by improving organizational safety cultures and deploying advanced technologies, requiring medical fitness for duty, and strengthening commercial truck safety. NTSB 2015 MOST WANTED LIST OF TRANSPORTATION SAFETY IMPROVEMENTS—Critical changes needed to reduce transportation accidents and save lives, <http://www.nts.gov/safety/mwl/Pages/default.aspx>.

²⁰ Keith Laing, Ports pumped about potential gas tax hike, THE HILL, Jan. 15, 2015,

<http://thehill.com/policy/transportation/229579-ports-pumped-about-potential-gas-tax-hike>.

Surface Transportation Board (STB)

The authorization for the STB expired in 1998. Since that time the agency has been unauthorized and has merely submitted annual appropriations requests to Congress. On December 12, 2014, the Senate Commerce Committee reported out S. 2777, the Surface Transportation Board Reauthorization Act of 2014. In addition to authorizing the STB for FYs 2015 through 2019, S. 2777 would establish the STB as an independent agency, expand its membership from three to five members, increase the STB's investigative authority, and require the STB to promulgate regulations "establishing a voluntary, but binding, arbitration process for rates [but only where railroad has "market dominance"], demurrage, accessorial charges, misrouting, and disputes on rules and practices."

The bill was opposed by railroad interests and supported by captive shippers.²¹ Although Senator Rockefeller, a prime proponent of the legislation, is no longer in Congress, since Senator Thune was a co-sponsor of S. 2777 in the 113th Congress, it is expected that he will support its consideration in the 114th Congress.²²

Revenue Proposals

A range of revenue sources have been proposed for funding the surface transportation reauthorization, with various players weighing in on supporting, at least considering, or opposing them. Senator Thune has said that all revenue sources should be on the table.²³

This section identifies seven possible sources of revenue for transportation funding, differentiating between corporate repatriation as an isolated source of funding and more comprehensive tax reform, which may or may not include some repatriation. In addition, we have researched the positions of the chairpersons and ranking members of four Senate committees and one Senate working group—Finance, Commerce, Environment & Public Works, Banking, and the Tax Reform Working Group on Community Development and Infrastructure—and of the House Ways and Means and Transportation & Infrastructure Committees on those seven sources. Those seven sources and recent responses to them from the identified chairs/ranking members—to the extent discernible—and from other notable stakeholders are as follows:

Increasing the current gas tax.²⁴ A gas tax increase could be added to a larger tax reform package²⁵ (see below) and could be coupled with low-income tax relief. The recent drop in gas prices has given some life to this approach, with some GOP members emphasizing the user fee aspect of the gas tax. Nonetheless, prospects are mixed, as raising the gas tax remains politically problematic: A number of members have not expressed personal opposition, but have said that

²¹ Frank N. Wilner, *Senate odd fellows unite to pack STB*, RAILWAYAGE, Sept. 17, 2014, <http://www.railwayage.com/index.php/blogs/frank-n-wilner/senate-odd-fellows-unite-to-pack-surface-transportation-board.html>; *Senator Thune to introduce bill strengthening Surface Transportation Board*, SOUTH DAKOTA CORN, Sept. 5, 2014, <http://www.sdcorn.org/2014/09/senator-thune-to-introduce-bill-strengthening-surface-transportation-board/>.

²² NGFA President Randy Gordon on The Congressional Action Outlook, Grainnet, Jan. 2, 2015, http://www.grainnet.com/articles/NGFA_President_Randy_Gordon_on_The_Congressional_Action_Outlook-146119.html.

²³ Amy Harder, *Senate Republicans: Higher Gas Taxes Are On The Table*, WS JOURNAL, Jan. 8, 2015, <http://blogs.wsj.com/washwire/2015/01/08/senate-republicans-higher-gas-taxes-are-on-the-table/>.

²⁴ Laura Barron-Lopez and Keith Laing, *Momentum builds in Congress for raising the federal gas tax*, THE HILL, Jan. 9, 2015, <http://thehill.com/policy/energy-environment/228986-momentum-seen-in-push-for-gas-tax-hike>.

²⁵ Josh Mitchell, *In Low Gasoline Prices, an Opening Emerges for Higher Taxes*, WS JOURNAL, Jan. 8, 2015, <http://www.wsj.com/articles/in-low-gasoline-prices-an-opening-emerges-for-higher-taxes-1420747684>.

others will not vote for a tax increase.²⁶ At least one member has talked about not only increasing the gas tax, but also varying it based on the carbon content of fuels over their life cycle.²⁷ Rep. Huffman has introduced H.R. 309, the Gas Tax Replacement Act of 2015, which would tax highway fuels at \$50 per metric ton of total life-cycle emissions of carbon dioxide, adjusted for inflation.

- *Support:* Rep. Blumenauer;²⁸ Sen. Durbin; Sen. Corker;²⁹ Sen. Murphy; Sen. Collins;³⁰ Rep. Pelosi;³¹ Ray LaHood; Ed Rendell; U.S. Chamber of Commerce; Association of Equipment Manufacturers; American Trucking Association; APTA (sort of); AFL-CIO.
- *Consider:* Sen. Hatch ("I prefer not to increase taxes but to me that's a user fee . . . People who use the highways ought to pay for them. And that's a small price to pay to have the best highway system in the world."); Sen. Inhofe; Sen. Thune; President Obama (has opposed for years, but has recently indicated openness).
- *Oppose:* Rep. Shuster; Speaker Boehner;³² Sen. McConnell; Rep. Ryan (possibly not expressing personal opposition so much as institutional impossibility);³³ Americans for Tax Reform.

Instituting a VMT tax:

- *Support:* Rep. Blumenauer; APTA (sort of).
- *Consider:* Sen. Thune.
- *Oppose:* Rep. Shuster (possibly not expressing personal opposition so much as institutional impossibility);³⁴ American Trucking Association.

²⁶ Tom Curry, *Gasoline Tax Increase Not Gaining Momentum*, ROLL CALL, Jan. 16, 2015, <http://blogs.rollcall.com/the-container/gasoline-tax-increase-not-gaining-momentum/?dcz=>; Joan Lowy, *Despite low gas prices, gas tax hike appears unlikely*, THE NEWS & OBSERVER, Jan. 15, 2015, <http://www.newsobserver.com/2015/01/15/4477999/despite-low-gas-prices-gas-tax.html>

²⁷ Richard Halstead, *Huffman proposes new gas tax based on carbon emissions*, MARIN NEWS, Jan. 25, 2015, http://www.marini.com/marinnews/cj_27392191/huffman-proposes-new-gas-tax-based-carbon-emissions; Carolyn Lochhead, *Odds of Gas-Tax Hike Grow With Quiet Support of GOP Senators*, S.F. CHRONICLE, Jan. 20, 2015, <http://www.sfgate.com/science/article/Odds-of-gas-tax-hike-grow-with-quiet-support-of-6025894.php>.

²⁸ Keith Laing, *Reps press for gas tax hike*, THE HILL, Dec. 3, 2014, <http://thehill.com/policy/transportation/225887-reps-press-for-gas-tax-hike>. Rep. Blumenauer introduced H.R. 363, the Update, Promote, and Develop America's Transportation Essentials Act of 2013, on Dec. 3, 2013. No action was taken on the bill other than referral to committee. It has not yet been introduced in the 114th Congress.

²⁹ Tanya Snyder, *Senators Murphy (D) and Corker (R) Propose 12-Cent Gas Tax Increase*, STREETS BLOG USA, June 18, 2014, <http://usa.streetsblog.org/2014/06/18/sens-chris-murphy-d-and-bob-corker-r-propose-12-cent-gas-tax-increase/>.

³⁰ Fawn Johnson, *Gas Tax Hike Looking More Palatable to Republicans*, NATIONAL JOURNAL, Jan. 12, 2015, <http://www.nationaljournal.com/policy/insiders/transportation/gas-tax-hike-looking-more-palatable-to-republicans-20150112>.

³¹ *Gas tax, infrastructure funding puts some daylight between GOP House, Senate leaders*, FOXNEWS, Jan. 11, 2015, <http://www.foxnews.com/politics/2015/01/11/gas-tax-infrastructure-funding-puts-some-daylight-between-gop-house-senate/>.

³² Keith Laing, *Speaker signals he's opposed to gas tax hike*, THE HILL, Jan. 8, 2015, <http://thehill.com/business-a-lobbying/228911-boehner-opposes-gas-tax-hike>.

³³ S.A. Miller, *Paul Ryan kills gas tax idea*, THE WASHINGTON TIMES, Jan. 15, 2015, <http://www.washingtontimes.com/news/2015/jan/15/paul-ryan-kills-gas-tax-idea/>.

³⁴ In early 2014 Shuster went on record as supporting a VMT tax (Laura Litvan, *Miles Tax Discussed by Shuster to Pay for Roads*, BLOOMBERG, Feb. 10, 2014, <http://www.bloomberg.com/news/2014-02-04/mileage-tax-pushed-by-shuster-to-pay-for-highway-bill.html>; Tanya Snyder, *T&I Chair Bill Shuster Complicates Matters With Push for VMT Fee*, STREETS BLOG USA, Feb. 5, 2014, <http://usa.streetsblog.org/2014/02/05/ti-chair-bill-shuster-complicates-matters-with-push-for-vmt-fee/>), but has apparently since bowed to the political environment. *Shuster Says No Gas Tax Hike or User Fees to Pay for Transportation Reauthorization*, The Ferguson Group, Weekly Legislative Update, Jan. 5, 2015, <http://fl-counties.com/docs/default-source/federal/weekly-legislative-update-jan-5-2015.pdf?sfvrsn=2>.

Wholesale oil tax: Rep. DeFazio, the ranking member on the T&I Committee, has been a big proponent of an excise tax on wholesale oil. Note that this proposal looks less promising at current prices if it is done as a percentage tax.³⁵

- *Support:* Rep. DeFazio (excise tax, not sales tax),³⁶ [has expressed openness to other options in general,³⁷ but cannot find recent record of DeFazio addressing other options specifically]; Sen. Boxer.
- *Consider:* Sen. Thune.
- *Oppose:* Rep. Shuster.

Corporate repatriation: A major issue is whether repatriation can be used as a revenue source under the surface transportation reauthorization act, or whether it must be part of comprehensive tax reform. Opponents of tax repatriation claim the process increases the deficit over the long term, as it encourages companies to shift profits overseas in anticipation of future tax holidays.³⁸ An alternative approach, supported by Rep. Levin, is to increase funding to the HTF by some \$19.5 billion over 10 years by ending corporate expatriation and shifting that revenue to the HTF.³⁹

- *Support:* Rep. Shuster; Rep. Delaney (sponsor in 113th Congress of H.R. 2084, The Partnership to Build America Act⁴⁰ and the Infrastructure and Global Tax Competitiveness Act);⁴¹ Sen. Paul (sponsor in 113th Congress of S. 911, Emergency Transportation Safety Fund Act); Sen. Klobuchar;⁴² Senator Bennet (sponsor in 113th Congress of S. 1957, Partnership to Build America Act of 2014).

³⁵ See Scott Shenk, *Low gas prices mean lower revenues from VRE gas tax*, THE FREE LANCE-STAR, Jan. 18, 2015, http://www.fredericksburg.com/news/transportation/low-gas-prices-mean-lower-revenues-from-vre-gas-tax/article_531c3630-35d5-56e4-bed0-90a32ce2b516.html; Tom Loftus, *State gas tax might drop over a nickel April 1*, THE COURIER-JOURNAL, Jan. 12, 2015, <http://www.courier-journal.com/story/news/local/2015/01/12/kentucky-gas-tax-drop-cost-million/21642689/>.

³⁶ Keith Lang, *House Dem files bill to create oil 'barrel tax'*, THE HILL, June 12, 2014, <http://thehill.com/policy/transportation/209140-house-dem-files-bill-to-create-oil-barrel-tax-to-fund-transportation>; Jeff Mapes, *Rep. Peter DeFazio: Replace federal gas tax with per-barrel tax on oil companies*, OREGONIAN, June 11, 2014, http://www.oregonlive.com/mapes/index.ssf/2014/06/rep_peter_defazio_replace_fede.html; Jim Watts, *DeFazio: Oil Refinery-Based Tax Could Help HTF*, TRANSPORTATION ADVOCACY GROUP, June 11, 2014, <http://taghouston.org/defazio-oil-refinery-based-tax-could-help-htf/>.

³⁷ Hope Yen, *Shuster: No plan for gas tax hike, mileage fees*, YAHOO FINANCE, Dec. 29, 2014, <http://finance.yahoo.com/news/shuster-no-plan-gas-tax-185618663.html>.

³⁸ Roy T. Meyers, *Commentary: Delaney's infrastructure bill doesn't hold up to scrutiny*, MARYLAND REPORTER, July 24, 2014, <http://marylandreporter.com/2014/07/24/commentary-delaneys-infrastructure-bill-doesnt-hold-up-to-scrutiny/#sthash.ABB2L5Qo.dpuf>; William G. Gale and Benjamin Harris, *Don't Fall for Corporate Repatriation*, POLITICO, June 26, 2011, <http://www.politico.com/news/stories/0611/57796.html>.

³⁹ Levin, Van Hollen Introduce Stop Corporate Expatriation and Invest in America's Infrastructure Act, June 26, 2014, <http://democrats.waysandmeans.house.gov/press-release/levin-van-hollen-introduce-stop-corporate-expatriation-and-invest-america's>.

⁴⁰ Information on The Partnership to Build America Act (H.R. 2084), Dec. 8, 2014, <http://delaney.house.gov/infrastructure/information-on-congressman-delaneys-infrastructure-bill>.

⁴¹ Michael Cohn, *Congressman Introduces Bill to Fund Infrastructure with Reduced Taxes on Repatriated Corporate Profits*, ACCOUNTINGTODAY, Dec. 12, 2014, <http://www.accountingtoday.com/news/government-news/congressman-bill-infrastructure-taxes-repatriated-corporate-profits-73023-1.html>. Delaney is also a big supporter of P3s: Tom Curry, *Maryland Survivor Is Back to Push for P3s*, ROLL CALL, Nov. 13, 2014, <http://blogs.rollcall.com/the-container/maryland-survivor-is-back-to-push-for-p3s/>.

⁴² AASHTO, *Key Lawmakers Saying Congress Needs to Find Revenue to Fund Transportation*, AASHTO JOURNAL, Jan. 9, 2015, <http://www.aashtojournal.org/Pages/010915TransPolicy.aspx>.

- *Consider*: Sen. Thune; Sen. Hatch (only as part of comprehensive tax reform); Sen. Wyden (has jumped around a bit);⁴³ Sen. Inhofe;⁴⁴ Rep. Ryan.⁴⁵
- *Oppose*: President Obama; William Gale⁴⁶ (Professor at Brookings Institute, not clear whether he speaks for the Institute); Americans for Tax Fairness; Financial Accountability and Transparency Coalition;⁴⁷ Reforming America's Taxes Equitably Coalition.⁴⁸

Comprehensive tax reform: Funding for infrastructure could come from a transition tax included in a larger tax reform package or from repatriation included in such a package.⁴⁹

- *Support*: Rep. Shuster; Rep. Ryan; President Obama; Sen. Thune;⁵⁰ Sen. Bennet (pushing repatriation as part of broader tax reform package).⁵¹
- *Consider*: Rep. Ryan [mixed reporting, obviously].⁵²

Oil and gas exploration and production profits: We found no on-the-record expressions of "consider" or "oppose."

- *Support*: Rep. Shuster;⁵³ Sen. Hatch; Rep. Ryan.⁵⁴

Tax credit bonds: President Obama's State of the Union proposed using Qualified Public Infrastructure Bonds, or QPIBs, to expand PABs to fund beyond what is allowed under the

⁴³ Luca Gattoni-Celli, *U.S. Senators Still Negotiating Repatriation Plan Details*, Tax Analysts, June 13, 2014, <http://www.taxanalysts.com/www/features.nsf/Features/12C935A4636B6BE285257CF600609512?OpenDocument>; Jim Watts, *DeFazio: Oil Refinery-Based Tax Could Help HTF*, Transportation Advocacy Group, June 11, 2014, <http://taghouston.org/defazio-oil-refinery-based-tax-could-help-htf/>; Humberto Sanchez, *Boxer and Vitter Have Tentative Deal on Highway Bill*, ROLL CALL, Apr. 10, 2104 (suggesting early on in process Wyden was open to repatriation as funding mechanism), <http://blogs.rollcall.com/wgdb/category/ron-wyden-2/>.

⁴⁴ Timothy Cama, *Key GOP senator says gas tax hike on the table*, THE HILL, Jan. 7, 2015, <http://thehill.com/policy/energy-environment/228833-key-gop-senator-says-gas-tax-hike-possible>.

⁴⁵ Tom Curry, *Obama Restates The Obvious, But In a Timely Way*, THE HILL, Nov. 6, 2014, <http://blogs.rollcall.com/the-container/obama-restates-the-obvious-but-in-a-timely-way/>.

⁴⁶ William G. Gale and Benjamin Harris, *Don't Fall for Corporate Repatriation*, POLITICO, June 26, 2011, <http://www.politico.com/news/stories/0611/57796.html>.

⁴⁷ Corporate Tax Amnesty Bill to Fund an Infrastructure Bank Slammed in Letter to U.S. House of Representatives [30 signatories listed], http://tjn-usa.org/storage/documents/Press_release_ATF-FACT_letter_opposing_Delaney_bill_7-16-13.pdf.

⁴⁸ Bernie Becker, *Tax coalition: Targeted measures aren't reform*, THE HILL, Jan. 12, 2015, <http://thehill.com/policy/finance/229179-tax-coalition-targeted-measures-arent-reform>.

⁴⁹ Chye-Ching Huang, *Transition Tax to Pay for Infrastructure Isn't a Repatriation Tax Holiday*, Nov. 13, 2014, Center on Budget and Policy Priorities, <http://www.offthechartsblog.org/transition-tax-to-pay-for-infrastructure-isnt-a-repatriation-tax-holiday/>.

⁵⁰ Tom Curry, *New Note from Thune on Infrastructure Revenues*, ROLL CALL, Jan. 14, 2015, <http://blogs.rollcall.com/the-container/new-note-from-thune-on-infrastructure-revenues/?pos=adpb>.

⁵¹ Senator Bennet was one of four signatories [others: Sen. Blunt, Rep. Delaney, and Rep. Mike Fitzpatrick] to a January 16, 2015 letter to President Obama urging support for a plan to use repatriation, as part of broader tax reform, to fund HTF and an infrastructure bank. <http://fitzpatrick.house.gov/sites/fitzpatrick.house.gov/files/1-16-15%20POTUS%20SOTU%20Infra%20Letter%20Delaney.pdf>.

⁵² Hogan Lovells, *114th Congress Outlook*, January 2015, pp. 9, 29, http://f.datasrvr.com/fr1/615/17556/Hogan_Lovells_-_114th_Congress_Outlook_-_final.pdf?cbcachex=512158.

⁵³ *Gas Tax & Taxing Vehicle Miles Traveled 'Off the Table' as Highway Option, Shuster Says*, Iowa Motor Truck Association, Jan. 5, 2015, <http://www.iowamotortruck.com/news.cfm?action=article&page=0&id=3CE5A80B-61D1-4AF8-984A-E4992609534E>.

⁵⁴ Andrea Behling, *Paul Ryan confident lawmakers will reach deal to fund Interstate expansion*, GAZETTE EXTRA, Oct. 4, 2014, http://www.walworthcountytoday.com/20141004/paul_ryan_confident_lawmakers_will_reach_deal_to_fund_interstate_expansion.

current program, including financing airports, ports, and mass transit.⁵⁵ We found no on-the-record expressions of “consider” or “oppose.”

- *Support:* President Obama;⁵⁶ Sen. Wyden;⁵⁷ APTA; Sen. Thune (?);⁵⁸ Senator Bennet (sponsor in 113th Congress of S. 1957, Partnership to Build America Act of 2014).

Appropriations Bills – (Tracker provided by Bloomberg Government)

HOUSE			SENATE		
Subcommittee	Committee	House Vote	Subcommittee	Committee	Senate Vote
Fiscal 2015, Full-Year Omnibus H.R.83					
		12/11/2014 Roll no. 563			12/13/2014 Roll no. 354
Fiscal 2015 Continuing Resolution (through December 11, 2014)					
N/A	N/A	09/17/2014 Roll no. 509			09/18/2014 Roll no. 270
Agriculture-FDA H.R.4800, S.2389					
05/20/2014 Voice Vote	05/29/2014 Vote 31 - 18	N/A	05/20/2014 Voice Vote	05/22/2014 Vote 30 - 0	N/A
Commerce-Justice-Science H.R.4660, S.2437					
04/30/2014 Voice Vote	05/08/2014 Voice Vote	05/30/2014 Roll no. 269	06/03/2014 Voice Vote	06/05/2014 Vote 30 - 0	N/A
Defense H.R.4870, S _					
05/30/2014 Voice Vote	06/10/2014 Voice Vote	06/20/2014 Roll no. 338	07/15/2014 Unanimous Consent	07/17/2014 Voice Vote	N/A

⁵⁵ Liz Farmer, *Obama Proposes P3 Tool to Help States Finance Infrastructure*, GOVERNING, Jan. 21, 2015, <http://www.governing.com/topics/transportation-infrastructure/gov-obama-sotu-financial-tool.html>.

⁵⁶ Julie Hirschfeld Davis, *Obama Proposes Tapping Private Investors to Fund Infrastructure Projects*, N.Y. TIMES, Jan. 16, 2015, http://www.nytimes.com/2015/01/17/us/politics/obama-proposes-tapping-private-investors-to-fund-infrastructure-projects.html?_r=0.

⁵⁷ RON DISCUSSES HIS 2015 ECONOMIC AGENDA AT 12TH ANNUAL OREGON BUSINESS SUMMIT, Jan. 8, 2015, <http://www.wyden.senate.gov/news/blog/post/ron-discusses-his-2015-economic-agenda-at-12th-annual-oregon-business-summit>.

⁵⁸ Sen. Thune was one of the sponsors of Build America Bonds legislation in 2007, but apparently has not reiterated his support recently.



Government Affairs

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Energy and Water H.R.4923, S _					
06/10/2014 Voice Vote	06/18/2014 Voice Vote	07/10/2014 Roll no. 402	06/17/2014 Voice Vote	Markup Postponed Indefinitely.	N/A
Financial Services, H.R. 5016, S _					
06/18/2014 Voice Vote	06/25/2014 Vote 28 - 21	07/16/2014 Roll no. 427	06/24/2014 Voice Vote	Markup Postponed Indefinitely	N/A
Homeland Security H.R.4903, S.2534					
05/28/2014 Voice Vote	06/11/2014 Voice Vote	N/A	06/24/2014 Voice Vote	06/24/2014 Voice Vote	N/A
Interior-Environment H.R. 5171					
07/09/2014 Voice Vote	07/15/2014 Vote 29 - 19	N/A	Subcommittee draft released 8/1	N/A	N/A
Labor-HHS-Education S _					
N/A	N/A	N/A	06/10/2014 Voice Vote	N/A	N/A
Legislative Branch H.R. 4487					
04/03/2014 Voice Vote	04/09/2014 Voice Vote	05/01/2014 Roll no. 193	Approved with amendment via polling by the subcommittee	06/19/2014 Voice Vote	N/A
Military Construction-Veterans Affairs H.R.4486					
04/03/2014 Voice Vote	04/09/2014 Voice Vote	04/30/2014 Roll no. 187	05/20/2014 Voice Vote	05/22/2014 Vote 30 - 0	N/A
State-Foreign Operations H.R.5013, S.2499					
06/17/2014 Voice Vote	06/24/2014 Voice Vote	N/A	06/17/2014 Voice Vote	06/19/2014 Vote 25 - 5	N/A
Transportation-HUD H.R.4745, S.2438					
05/07/2014 Voice Vote	05/21/2014 Vote 28 - 21	06/10/2014 Roll no. 297	06/03/2014 Voice Vote	06/05/2014 Vote 29 - 1	N/A

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Transportation Related Bills

Bill Number	Title/Subject	Sponsor/ Cosponsors	Summary	Last Major Action
S.206	Local Transportation Infrastructure Act	Sen. Kelly Ayotte, 0	A bill to amend title 23, United States Code, to reauthorize the State infrastructure bank program.	01/21/2015: Read twice and referred to the Committee on Commerce, Science, and Transportation.
H.R. 198	MOVE Freight Act of 2015	Rep. Albio Sires, 3	To amend titles 23 and 49, United States Code, to establish national policies and programs to strengthen freight-related infrastructure, and for other purposes.	01/08/2015: Referred to the Subcommittee on Water Resources and Environment.

Activities on Behalf of SFRTA in January 2015

Budget and FY 2016 Appropriations – The President will release his proposed budget in early February and will kick off the FY 2016 Appropriations process. Hearings on the President’s budget will be conducted and bills will be drafted in April for expected floor action in early summer. Funding for rail projects will be the focus of much debate as the proposed funding levels will not support the pipeline of projects.

Member Communications –John Cline met with staff for new incoming THUD Appropriations Subcommittee Chairman Mario Diaz-Balart (R-FL). Follow up discussions will occur regarding WAVE project.

MAP-21 Implementation and Reauthorization – FTI has continued monitoring the implementation of new program requirements as passed under MAP-21, the most recent being the release of the new SOGR Circular.

The House Committee on Transportation and Infrastructure has yet to release a draft of its bill. The Senate Committee on Environment and Public Works passed the Highway Title out of Committee during this Congress but it will have to reconsider the Highway Title in the 114th Congress. The Senate Committee on Banking has yet to take any action on the Transit Title. The House Committee on Ways and Means and the Senate Finance Committee will eventually undertake the important work of financing the bill.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015
AGENDA ITEM REPORT

Information Item Presentation

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND:

South Florida Regional Transportation Authority (SFRTA) continues to work with its partner agencies on plans to expand Tri-Rail service onto the Florida East Coast (FEC) Railway corridor, known as “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 directed staff to provide monthly updates at Governing Board meetings on various TRCL elements, including overall project information, schedule, costs, 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. However, various coordination and technical activities continue to occur. An update on these activities will be provided as part of the February presentation to the Governing Board.

Since the last TRCL update was provided to the Governing Board on January 23, 2015, various project activities have taken place. These include: TRCL committee meetings; coordination meetings between staff of 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
Exhibit 2 – TRCL Slides for FTA Coord. Meetings (1/21/15 & 1/28/15)
Exhibit 3 – TRCL Presentation at Miami-Dade Trans. Summit (1/22/15)
Exhibit 4 – TIGER/TRCL Coordination Meeting Agenda (1/20/15)
Exhibit 5 – Tri-Rail Downtown Miami Link (Interim Service)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The following is a list of recent TRCL meetings and presentations:

TIGER and TRCL Design/Operations Coord. Meeting (AAF/FECR/FDOT/SFRTA) – 1/20/15

TRCL Coordination Meeting with FTA Headquarters – 1/21/15

TRCL Presentation at Miami-Dade Transportation Summit – 1/22/15

TRCL Coordination Meeting with FTA Region IV – 1/28/15

AAF/TRCL Operations Coordination Teleconferences – 1/28 & 2/18/15

Jupiter Town Council Presentation – 2/17/15

Miami (Southeast Overtown/Park West) Community Redevelopment Agency – 2/18/15

TRCL Technical Sub-Committee – 1/25/15

Recent coordination activities have resulted in multi-agency staff consensus on key issues associated with the design and operations of the Iris (Miami) and Northwood (West Palm Beach) rail connections. Dialogue with the Federal Transit Administration (FTA) and FDOT has resulted in consensus that we should restart the TRCL Project Development phase by sending a joint FDOT/SFRTA letter to FTA in the near future.

Executive Steering Committee:

The next meeting of the Executive Steering Committee is scheduled for April 1, 2015.

Public Involvement/Outreach Sub-Committee:

The next meeting of the Public Involvement/Outreach (PI/O) Sub-committee is scheduled for March 10, 2015.

Financial Sub-Committee:

The next meeting of the Financial Sub-committee is scheduled for June 17, 2015.

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.

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 were held throughout 2014 and continue in 2015. The first meeting of the Technical Sub-Committee in 2015 will be held on February 25.

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

(Continued on Page 3)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

AAF and TRCL services and a potential interim TRCL service to downtown Miami (Tri-Rail Downtown Miami Link) 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 Link has been a focus in recent months.

Tri-Rail Downtown Miami Link:

A time sensitive opportunity exists to gain access into the planned Downtown Miami Rail Station for AAF. AAF has offered to add two additional tracks in their station designed specifically for Tri-Rail Service. In return, AAF will allow access on the FECR into this station via the Little River connection between the South Florida Rail Corridor and downtown Miami. These station improvements, along with corridor upgrades to support passenger rail, will cost approximately \$68M to be paid by the public sector. SFRTA is working with the local government and FDOT to develop a funding package, although AAF has offered to finance all costs “up front.” Specific details and terms of an agreement between SFRTA, AAF and potentially FDOT are the subject of a meeting scheduled for February 18, 2015 with SFRTA, represented by Commissioner Abrams and staff.

Preliminary discussions with the FTA suggest general support and agreement to clear the project through the Federal Environmental process. We have also coordinated with FDOT and agreed that SFRTA will lead the environmental process for the Downtown Miami Link service in close coordination with FDOT and the TRCL team.

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

Recommended by: [Signature] 2/20/15 Approved: [Signature]
Department Director Date Procurement Director Date

Authorized by: [Signature] 2/20/15 Approved as to Form: [Signature] 2-20-15
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



Tri-Rail Coastal Link Project Update

Presented to:

SFRTA Governing Board

February 27, 2015

Getting Southeast Florida to Work





Recent Meetings & Coordination Activities



- TRCL presentation at Miami-Dade Transportation Summit
- Technical coordination with AAF and FECR
 - TIGER/TRCL Design and Operations meeting
 - AAF/TRCL Operations Coordination conference calls
- Coordination on agreements & framework for *Tri-Rail Downtown Miami Link*
- Request for presentation to Jupiter Town Council
- Coordination Meetings with FTA (HQ and Region IV)
- Joint FDOT/SFRTA letter to FTA requesting TRCL entry into Project Development phase



Tri-Rail Jupiter Extension



- Status update requested by SFRTA Governing Board at January 2015 meeting
- Various recent happenings could enable the “Jupiter Extension” to become an early phase of the overall Tri-Rail Coastal Link project

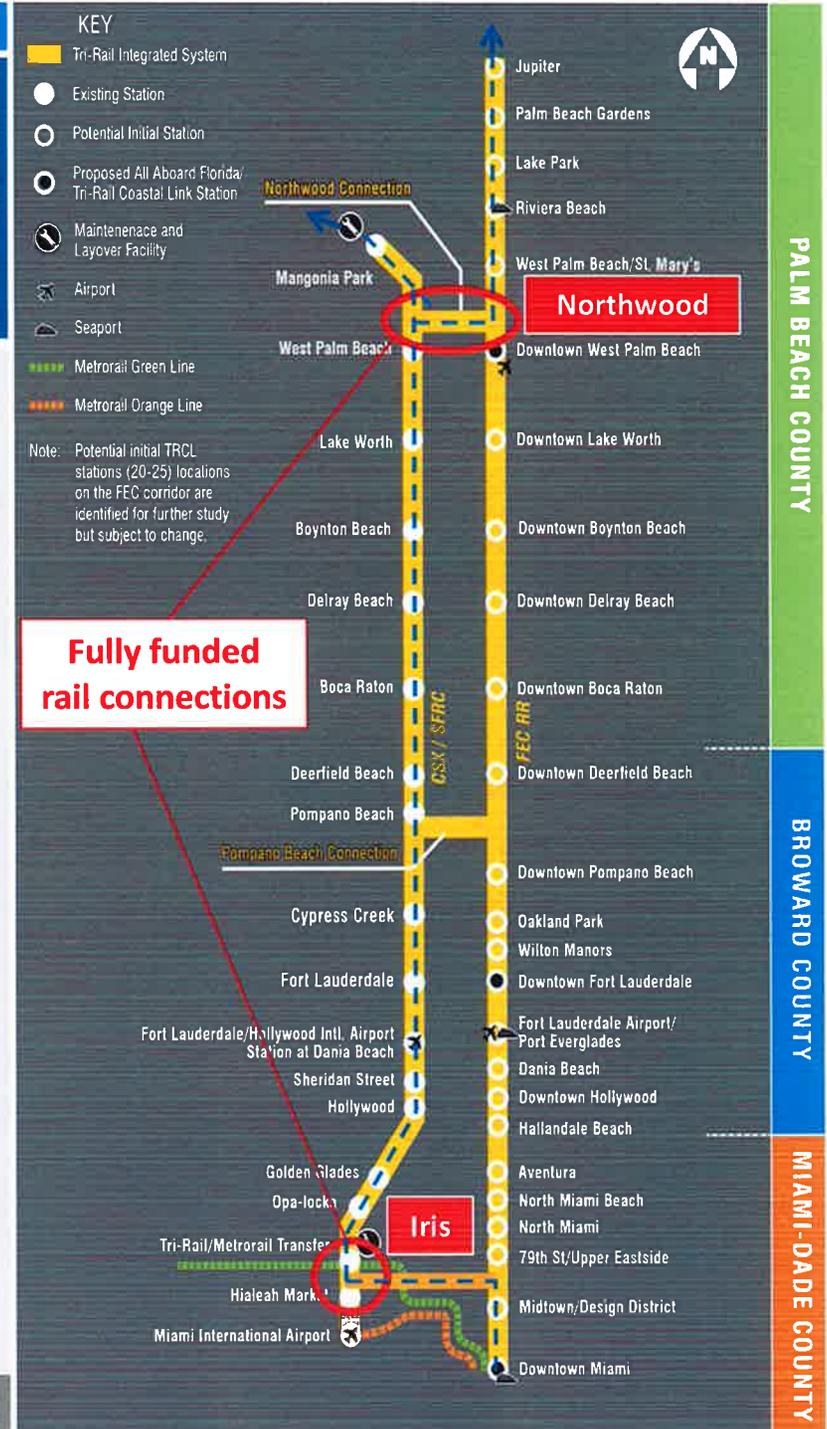
Tri-Rail Coastal Link

Getting Southeast Florida To Work



CSX-FEC Rail Connections

- Key east-west rail connections between SFRC/CSX & FEC corridors
 - Allow for an integrated freight & passenger rail network
 - Miami & West Palm Beach rail connections fully funded
 - USDOT TIGER V grant award
 - Multi-agency (incl. private) partnership
 - Miami (Iris) completion in 2016
 - WPB (Northwood) full completion in 2018 timeframe
 - Allows for potential interim or phased TRCL services

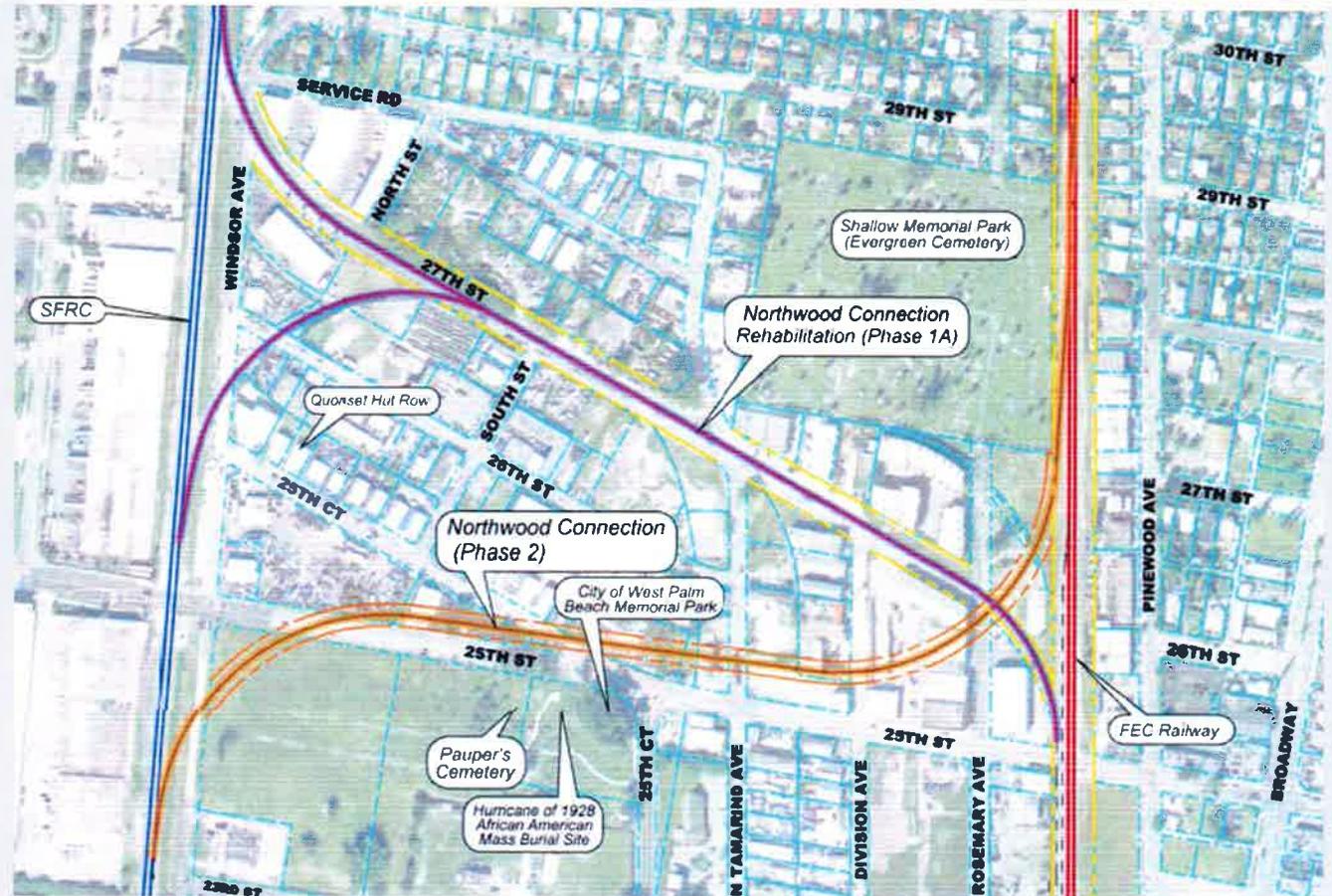




Northwood Rail Connection



- Design coordination among CSX, AAF, FECR, FDOT (lead) & SFRTA
- Full completion scheduled for 2018
- Key element of TRCL and Tri-Rail Jupiter Extension



LEGEND

Proposed Turnout	South Florida Rail Corridor	Proposed ROW
Proposed New Track	Existing Property Lines (GIS)	Northbound Crossover Rehab.
FEC Railway	Existing ROW	Northbound Proposed Connection





Tri-Rail Jupiter Extension



- 15 mile extension onto FEC corridor
- 24-26 trains per day
- 3 to 5 new stations
- Leverages investments made as part of AAF and TIGER projects
 - Relatively low cost to build and operate
 - Only requires two additional train sets
- Complements existing Tri-Rail system and potential new Downtown Miami Link service





Key Role of Palm Beach MPO



- **Prioritized Northwood Rail Connection**
 - Prior to USDOT TIGER grant award
- **Facilitated and funded FEC Railway corridor quiet zone infrastructure**
- **Is contributing funds for a new Tri-Rail Northern Layover Facility (on SFRC/CSX corridor)**
- **Has made Tri-Rail Jupiter Extension a top MPO priority**
 - Is a “cost feasible” project in the MPO’s recently adopted 2040 Long Range Transportation Plan
 - Includes commitment of MPO formula funds

Tri-Rail Coastal Link

Getting Southeast Florida To Work



For additional information, please visit us at...

www.Tri-RailCoastalLink.com



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

Tri-Rail Coastal Link



*Federal Transit Administration Briefings:
Headquarters – January 21, 2015
Region Four – January 28, 2015*

Getting Southeast Florida to Work



1. TRCL Project Overview
2. Projects by Others and Opportunities
 - TIGER Grant
 - All Aboard Florida
 - Interim Tri-Rail “Downtown Miami Link”
3. Proposed Approach
 - Tiger Grant
 - Interim Service Environmental Clearance
 - TRCL Project Development
 - Documentation of FFGA Impacts
4. Summary

Tri-Rail Coastal Link



Tri-Rail Coastal Link (TRCL) Project Overview

Tri-Rail Coastal Link



Tri-Rail Coastal Link – A Regional Partnership



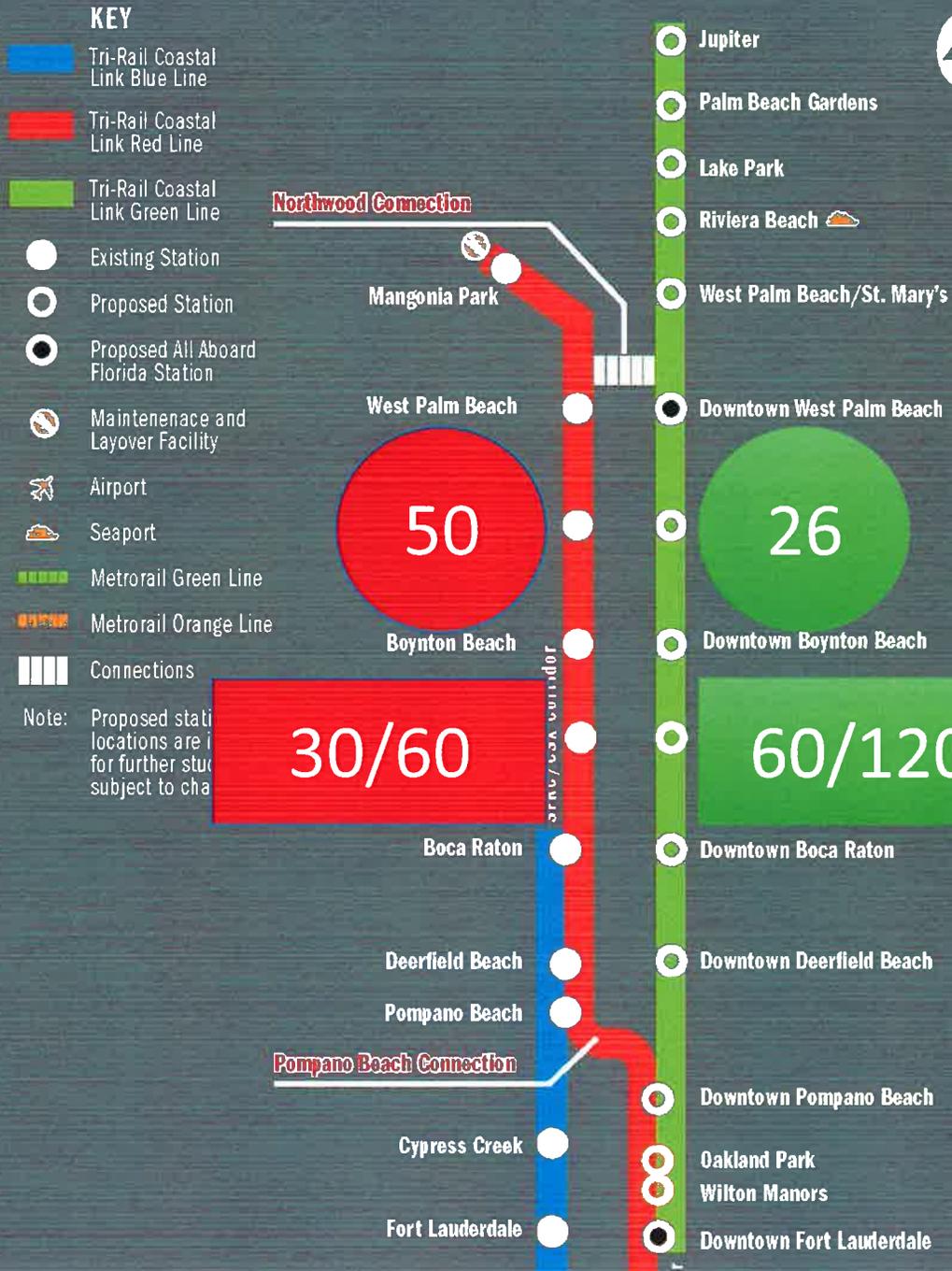
Tri-Rail Coastal Link

*Service Design
Adopted by Steering
Committee for
further study in
Project Development*



Tri-Rail Coastal Link

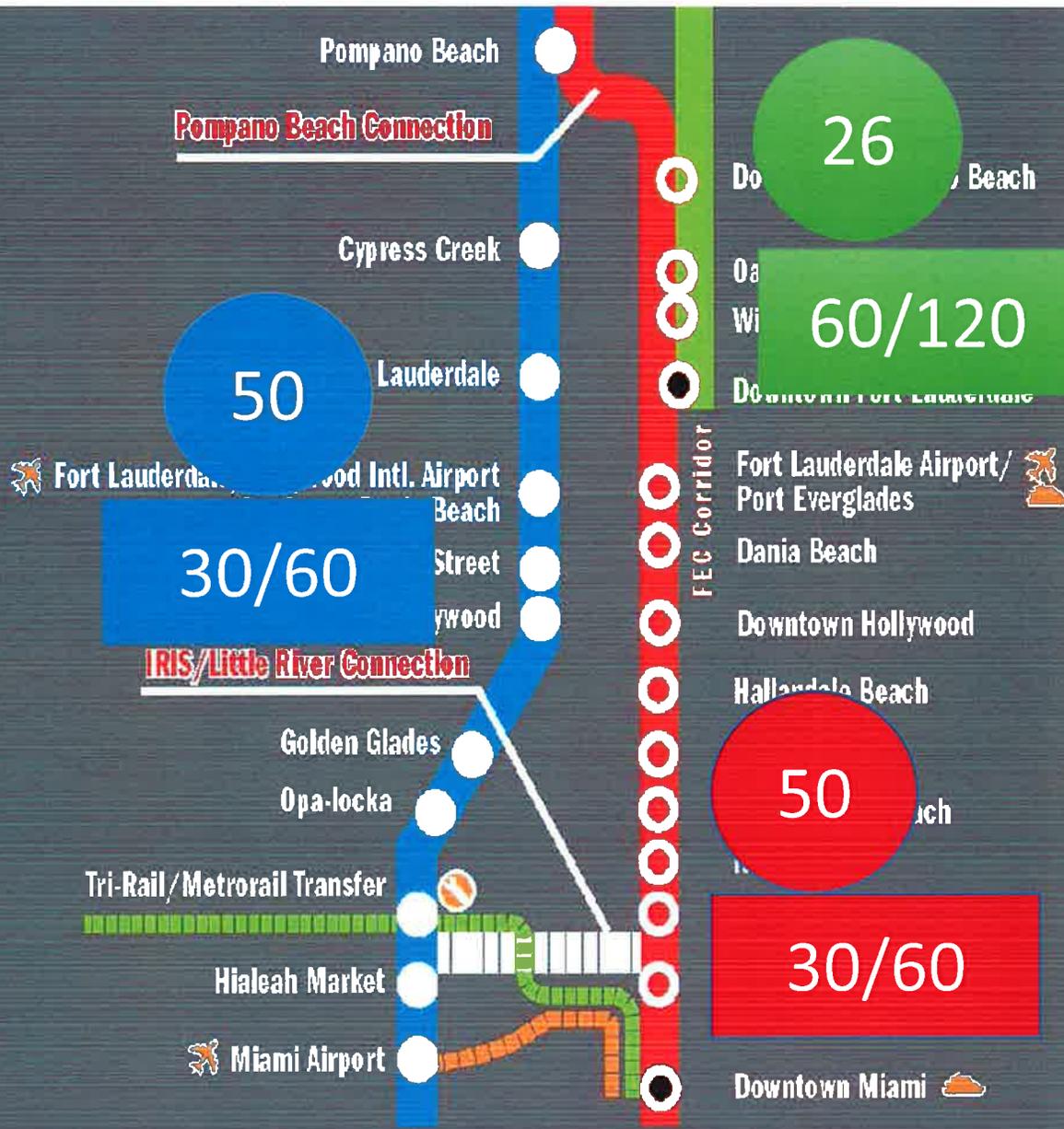
System Map



PALM BEACH COUNTY

BROWARD COUNTY

Tri-Rail Coastal Link



BROWARD COUNTY

MIAMI-DADE COUNTY



Key Project Elements

- 80+ miles of new commuter rail service on FEC Railway corridor
 - Fully integrated expansion of Tri-Rail
- About 25 new stations linking dozens of municipalities and major destinations
- Shares tracks with FEC freight and the planned All Aboard Florida (AAF) inter-city service
 - Three co-located stations with AAF
- Strong ridership potential
- Extensive economic development projected



Market & Economic Analysis Results

- **At least \$1.4 Billion of New Development due to TRCL**
 - \$580 Million of new residential development
 - 5,500 new residential units
 - \$850 Million of new commercial development
 - 8.3 Million square feet
 - \$18 Million of new tax revenue
- **Other Projected Economic Benefits**
 - \$630 Million of overall economic output
 - \$250 Million of labor income
 - 28,000 new permanent jobs



Source: Station Area Market & Economic Analysis Report, June 2013; SFRTA



Capital cost

- \$720-\$796 million (2013\$)
 - Assumes AAF service in place prior to TRCL
 - Includes use of current SFRTA fleet
 - Anticipated capital cost split: 50% federal, 25% state, 25% local

Operations and Maintenance (O&M) cost

- Annual cost of \$33-\$38 million (2013\$)
 - Cost is incremental to existing Tri-Rail service
 - Gross Costs before reductions for fare box revenue, advertising, federal formula funds, etc.

Access Fee Not Known

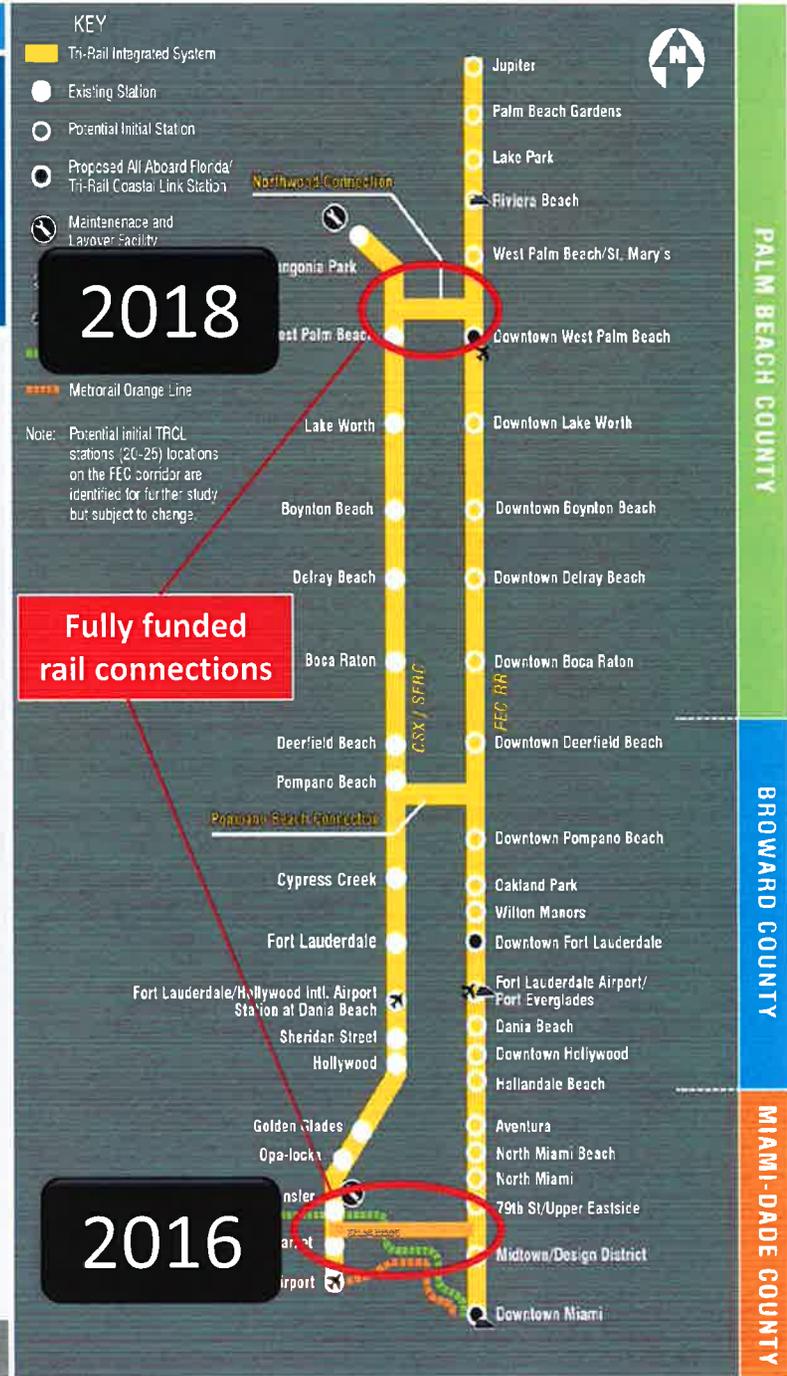
- May be Capital, Operations or other



Projects by Others and Opportunities



- Key east-west rail connections between SFRC & FEC corridors
- Allow for an integrated freight & passenger rail network
- West Palm Beach & Miami rail connections recently funded
 - USDOT TIGER grant
 - Multi-agency partnership



All Aboard Florida *High Speed Rail*

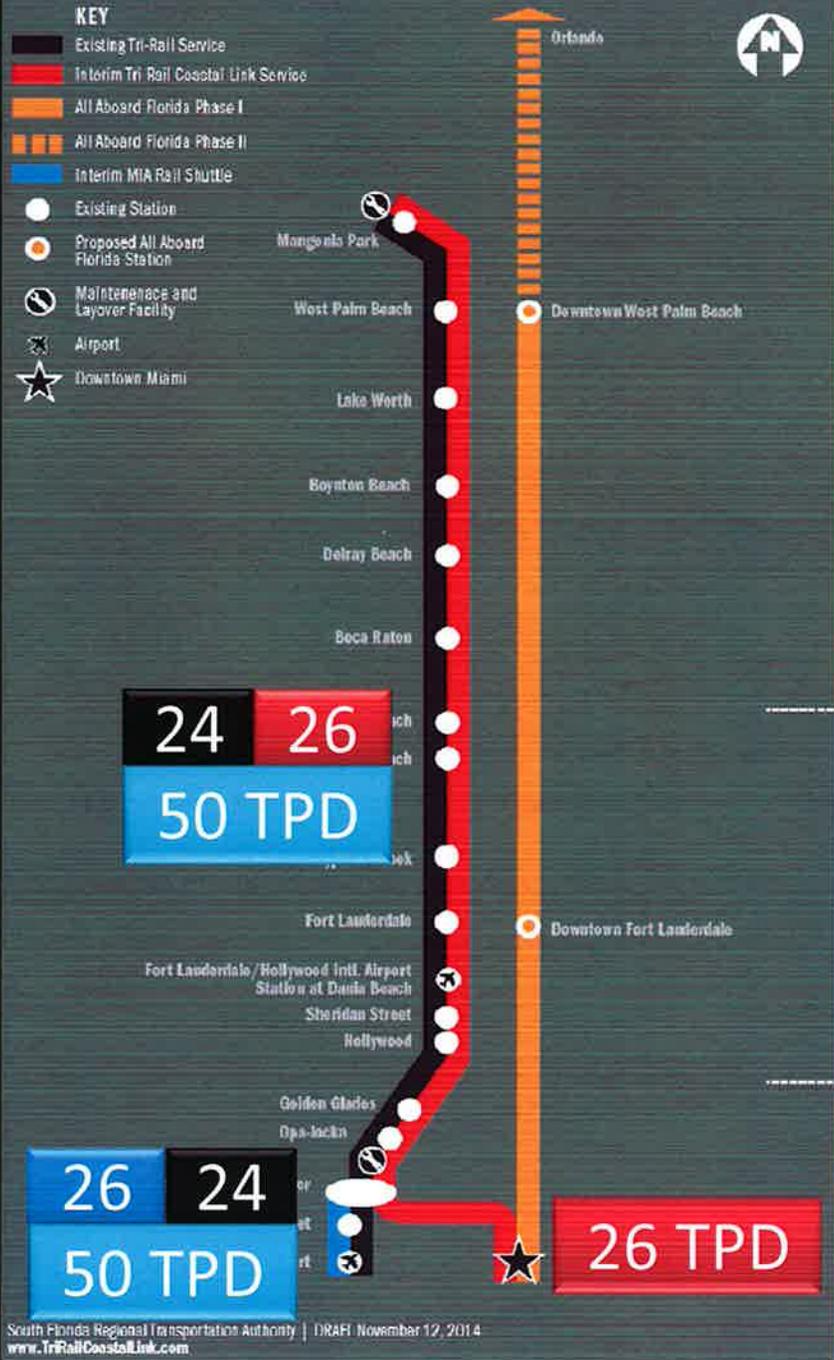
- and -

Tri-Rail Coastal Link *Commuter Rail*



Tri-Rail Downtown Miami Link

Service possible by Spring 2017



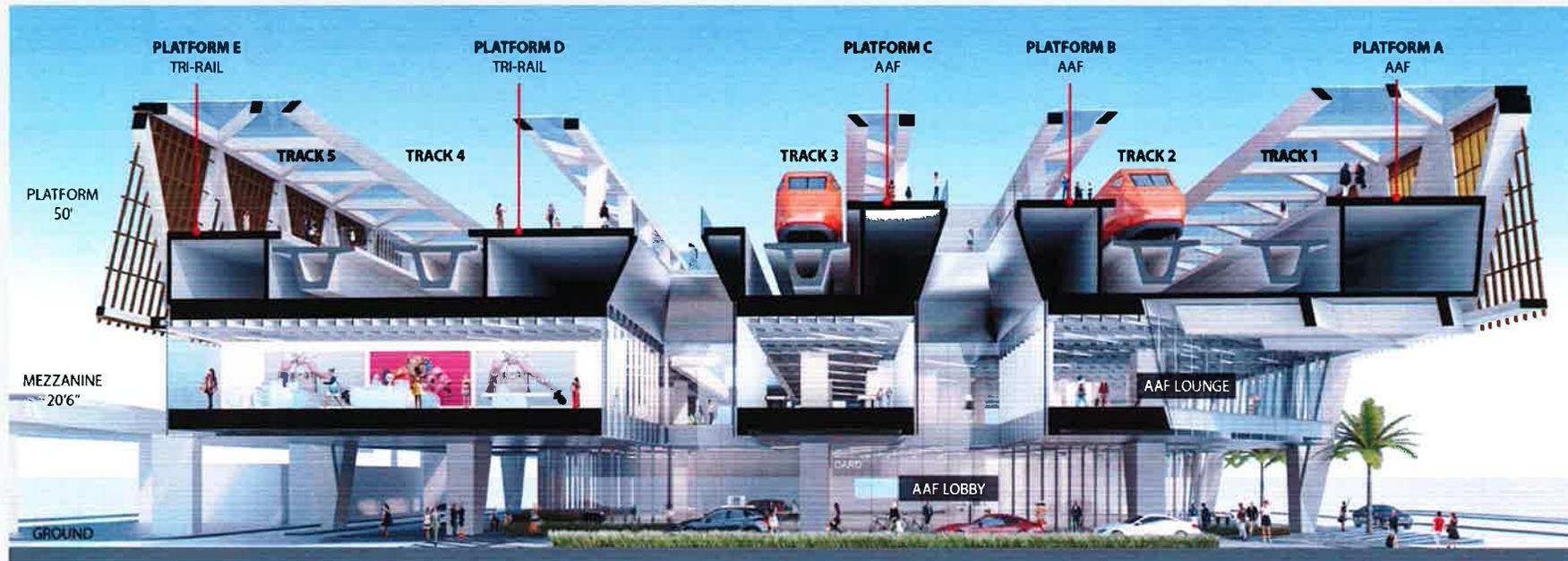


Downtown Miami Shared Rail Station

Tri-Rail Tracks

All Aboard Florida Tracks

\$69 Million Public Funding





Downtown Miami Shared Rail Station





Interim Tri-Rail Service Benefits Ultimate TRCL Service

- Interim Service AAF/SFRTA/FDOT track/access agreements can serve as template for TRCL agreements.
- Opportunity to build upon the successful public-private partnership established through the Interim Service
- Initial local financial commitment
- Builds transit ridership to and from the downtown Miami market
- Provides a local example to successful rail-oriented private re-development in the FECR corridor



Key Interim Service Action Items

- Agreement between SFRTA/AAF and others for the local (\$69M) contribution for construction costs
 - Community Redevelopment Agency?
- SFRTA Board approves funding for incremental Tri-Rail's operating costs
- AAF, SFRTA and FDOT agree to a track and access fee for passenger rail
- Construction by AAF of the downtown Miami station begins in 2015
- FRA approves AAF's PTC implementation plan
- Interim Service is environmentally cleared



Proposed Approach



- TIGER for Rail Corridor Connections
 - CatEx approved through FRA – no changes
- Interim Service
 - Tri-Rail service from South Florida Rail Corridor to Downtown Miami Joint Rail Station via Iris and FEC
 - Anticipate FTA lead agency, FRA cooperating
 - Propose CatEx class of action
 - Includes SFRTA evaluation of existing FFGA commitments
 - Request FTA allow local Interim Service capital investments to count towards future TRCL
 - Efforts to begin as soon as AAF/SFRTA agreement in place



- TRCL
 - FTA lead agency, FRA cooperating
 - Project Development letter request February 2015
 - Interim Service has no impact to TRCL Project Development Schedule



Summary

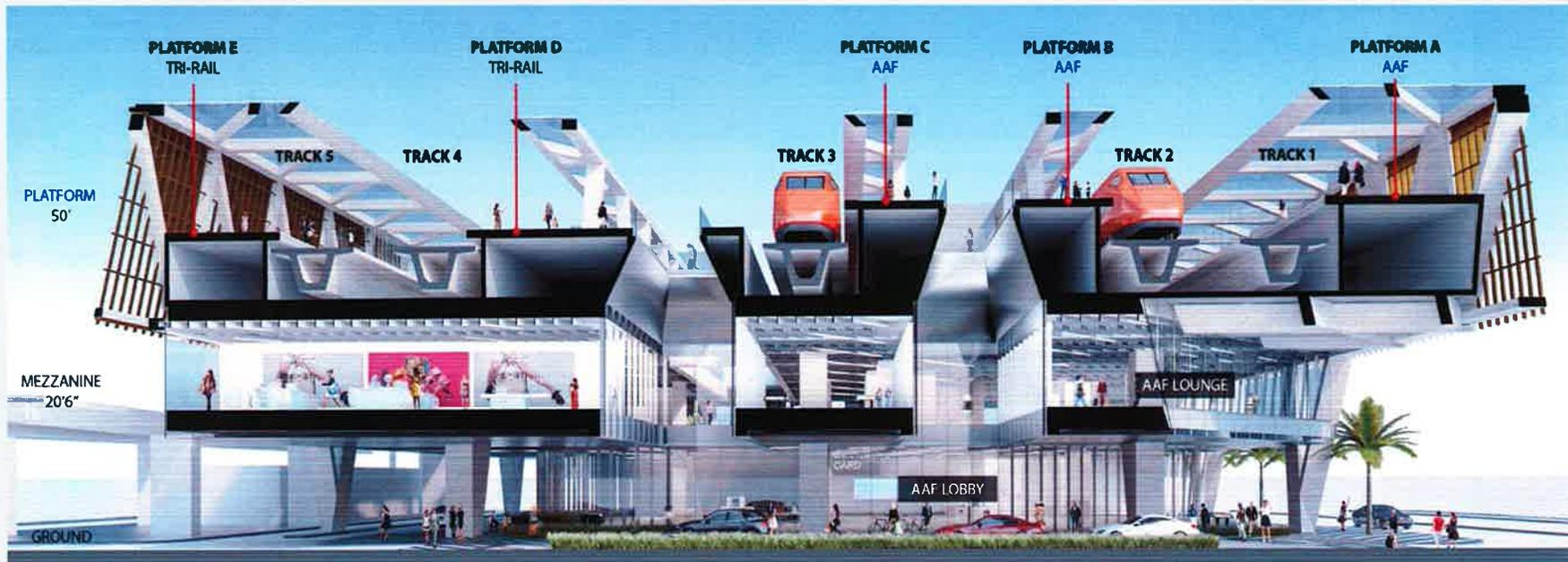


In summary...

- Construction of a Downtown Miami Joint Passenger Rail Station represents a “once in a life-time opportunity” for our region.
- Proposed interim service, Tri-Rail Downtown Miami Link, can lay the foundation and set the framework necessary to support TRCL
- Joint FDOT/SFRTA letter request for FTA approval to enter Project Development for Tri-Rail Coastal Link anticipated February 2015



Questions & Comments?



For additional information, please visit us at...

www.Tri-RailCoastalLink.com



Tri-Rail Coastal Link

Jack L. Stephens, Executive Director

Miami-Dade Transportation Summit
January 22, 2015

Tri-Rail Milestones

- Service began Jan 9, 1989
- Double-tracking completed in 2006
 - Allowed for reliable and more frequent service
- 4 million annual boardings for first time in 2008
- 70+ million passengers carried to date
- Modernization efforts and upgrades ongoing



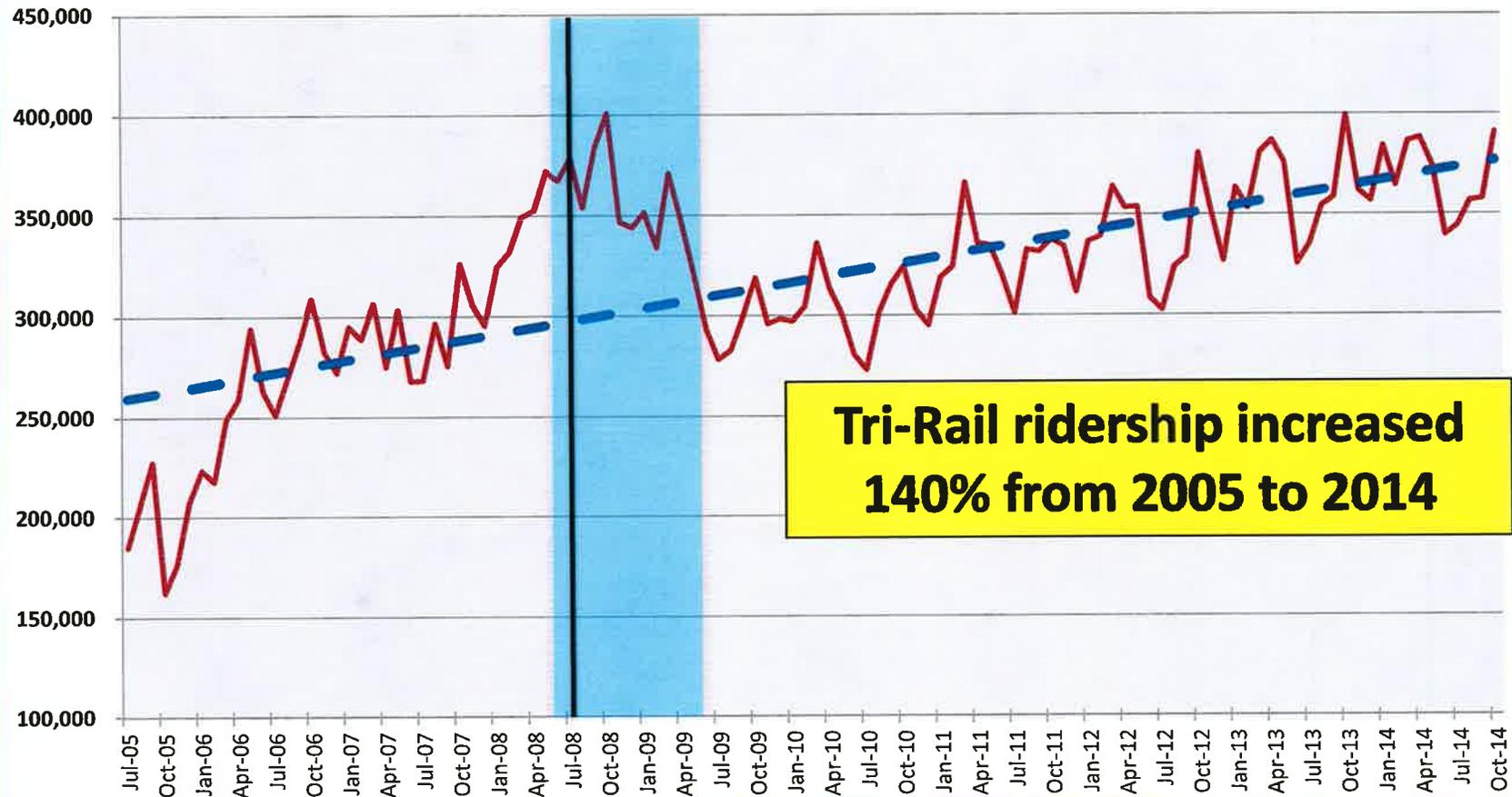
Current Tri-Rail Service



- 72 mile system
- 17 (soon to be 18) stations
- 50 trains per weekday
 - Peak- 20 & 30 minutes
 - Off Peak- 60 minutes
- Hourly weekend service since March 2013
- Growing and changing ridership patterns

Tri-Rail Ridership Growth

Monthly Tri-Rail Ridership



Tri-Rail ridership increased 140% from 2005 to 2014

Ridership Trends

- Significant changes identified in recent onboard survey:
 - Slightly more northbound riders in AM than southbound
 - Boca Raton & Metrorail Transfer are busiest weekday stations
 - Increase in passengers age 16-24
 - Greater use of bicycles and shuttle buses to/from stations



Boca Raton station during PM rush hour



Bicycles Onboard

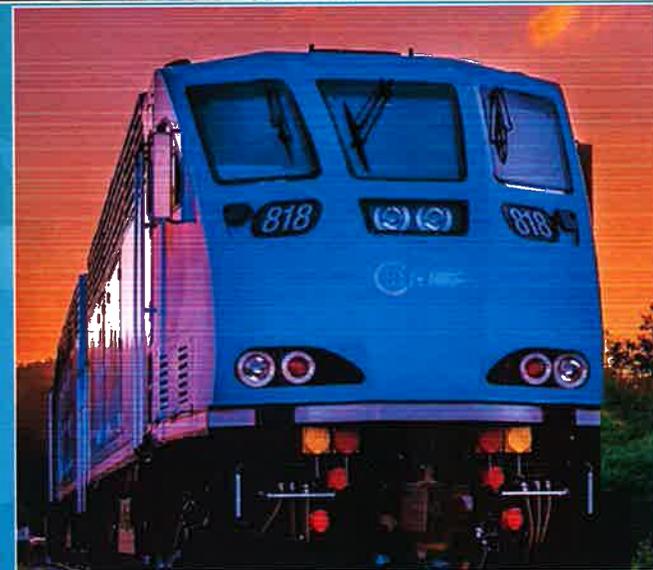
- Expanded bike capacity being pursued
 - 4th car added to busiest trains
 - Dedicated bike car concept now under design
 - Target first dedicated bike car in service 2015



Bike car now in use on
Altamonte Commuter Express (ACE)
system in California

New Railcars & Locomotives

- 24 railcars received
- 12 locomotives in progress
- Add needed capacity
 - Existing system growth & expansion plans
- Environmental & economic benefits
 - Lower emissions
 - Energy efficient
 - Reduced noise & idling
- Various safety features



Rail Corridor Dispatch & MOW

- Long sought SFRTA control of rail corridor dispatch and maintenance in coming months
 - Result of agreements and coordination with CSX & FDOT
 - Expected to further improve system performance
 - Supports opening of new Miami Intermodal Center



Additional New Technology

- Onboard Wi-Fi
 - Currently being tested
- New Passenger Information System in Progress
 - Real-time information
 - At station
 - On smartphone & computer
 - Tri-Rail app and website



Miami Intermodal Center

- Transportation hub adjacent to Miami International Airport
 - MIA Mover (to/from terminals)
 - Metrorail Orange Line
 - Tri-Rail
 - Amtrak
 - Greyhound
 - Local Bus
 - Rental Car Center
- Miami Central Station
 - Tri-Rail connectivity to all modes
 - Scheduled opening in coming months



Tri-Rail Coastal Link

Getting Southeast Florida to Work



A Regional Partnership



Joint FDOT/SFRTA Letter sent to Federal Transit Administration (FTA) for entry into Project Development phase

Tri-Rail Coastal Link

Getting Southeast Florida to Work



- 80+ miles of new commuter rail service on FEC Railway corridor
 - Downtown Miami to Jupiter
 - Fully integrated expansion of Tri-Rail
- 20 to 25 new stations linking dozens of municipalities and major destinations
- Will share existing and new tracks with FEC freight and the planned All Aboard Florida (AAF) inter-city service
 - Three co-located stations with AAF
- Strong ridership potential
- Extensive economic development projected
 - Station locations consistent with city redevelopment and comprehensive plans



Tri-Rail Coastal Link

Getting Southeast Florida to Work



Market & Economic Analysis Results

- **\$1.4 Billion of Projected New Development Due to Tri-Rail Coastal Link**
 - \$580 Million of new residential development
 - 5,500 new residential units
 - \$850 Million of new commercial development
 - 8.3 Million square feet
 - \$18 Million of new tax revenue
- **Other Projected Economic Benefits**
 - \$630 Million of overall economic output
 - \$250 Million of labor income
 - 28,000 new permanent jobs



Source: Station Area Market & Economic Analysis Report, June 2013; SFRTA

Tri-Rail Coastal Link

Getting Southeast Florida to Work



Project Cost Elements





Capital Cost

➤ \$720-\$796 million (2013\$)

- Assumes AAF service in place prior to TRCL
- Includes use of current SFRTA fleet
- Anticipated capital cost split: 50% federal, 25% state, 25% local

Operations and Maintenance (O&M) Cost

➤ Annual cost of \$33-\$38 million (2013\$)

- Cost is incremental to existing Tri-Rail service
- Gross Costs before reductions for fare box revenue, advertising, federal formula funds, etc.

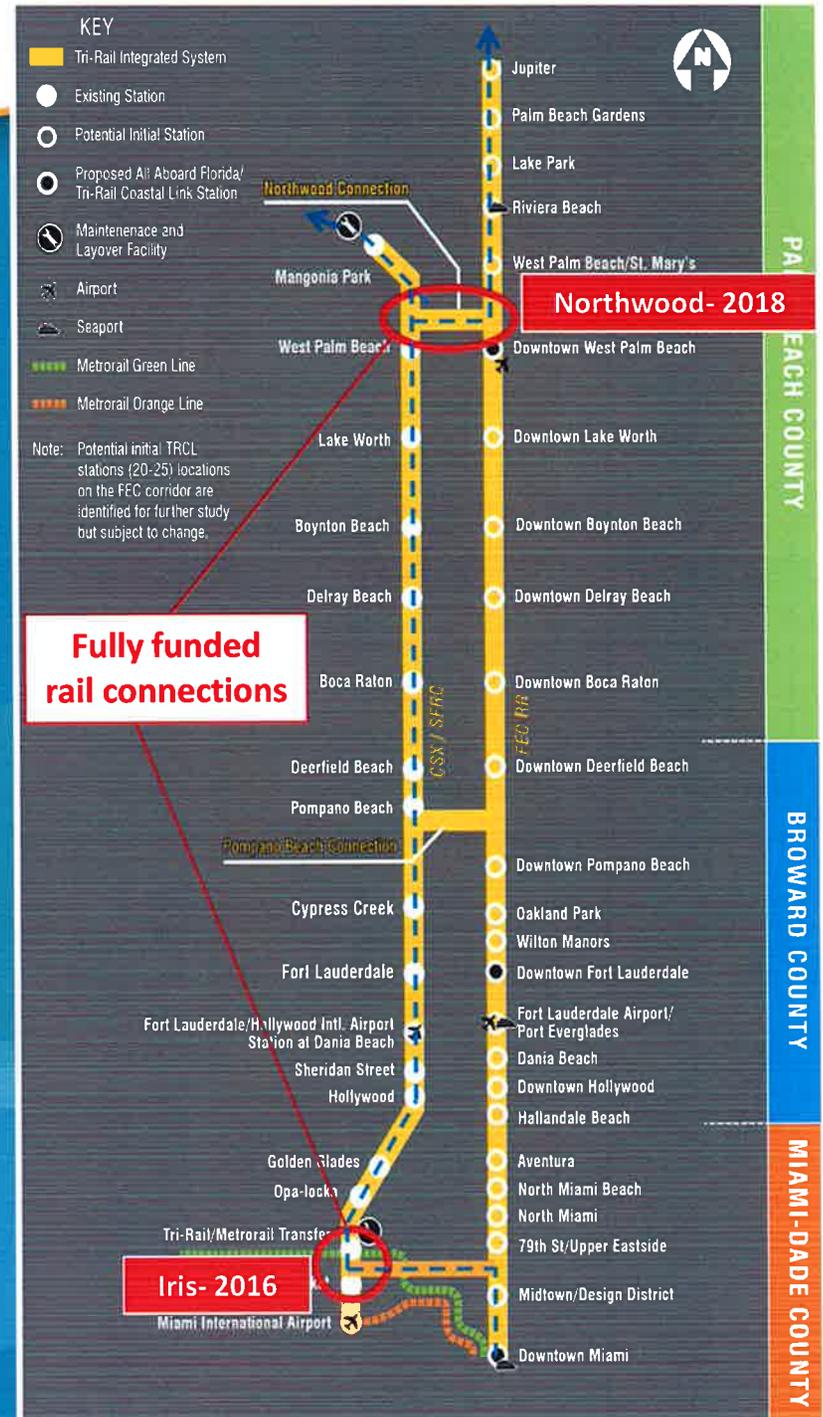
Rail Corridor Access Cost

➤ Not currently known, to be determined

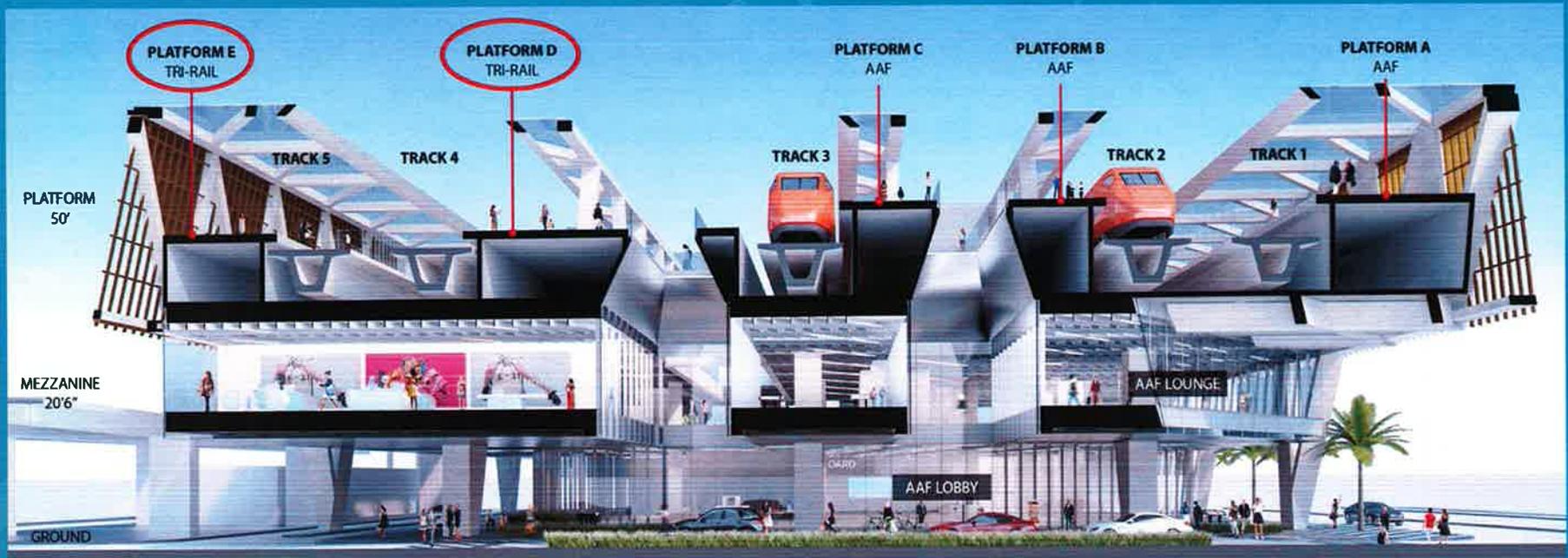


CSX-FEC Rail Connections

- Key east-west rail connections between Tri-Rail/CSX & FEC
 - Allow for an integrated freight & passenger rail network
- USDOT TIGER V grant award
 - Multi-agency public-private partnership
 - \$47.2 M total cost
 - TIGER- \$13.7 M
 - FDOT- \$29 M
 - CSX- \$1 M
 - FEC- \$1 M
 - SFRTA- \$2.5 M



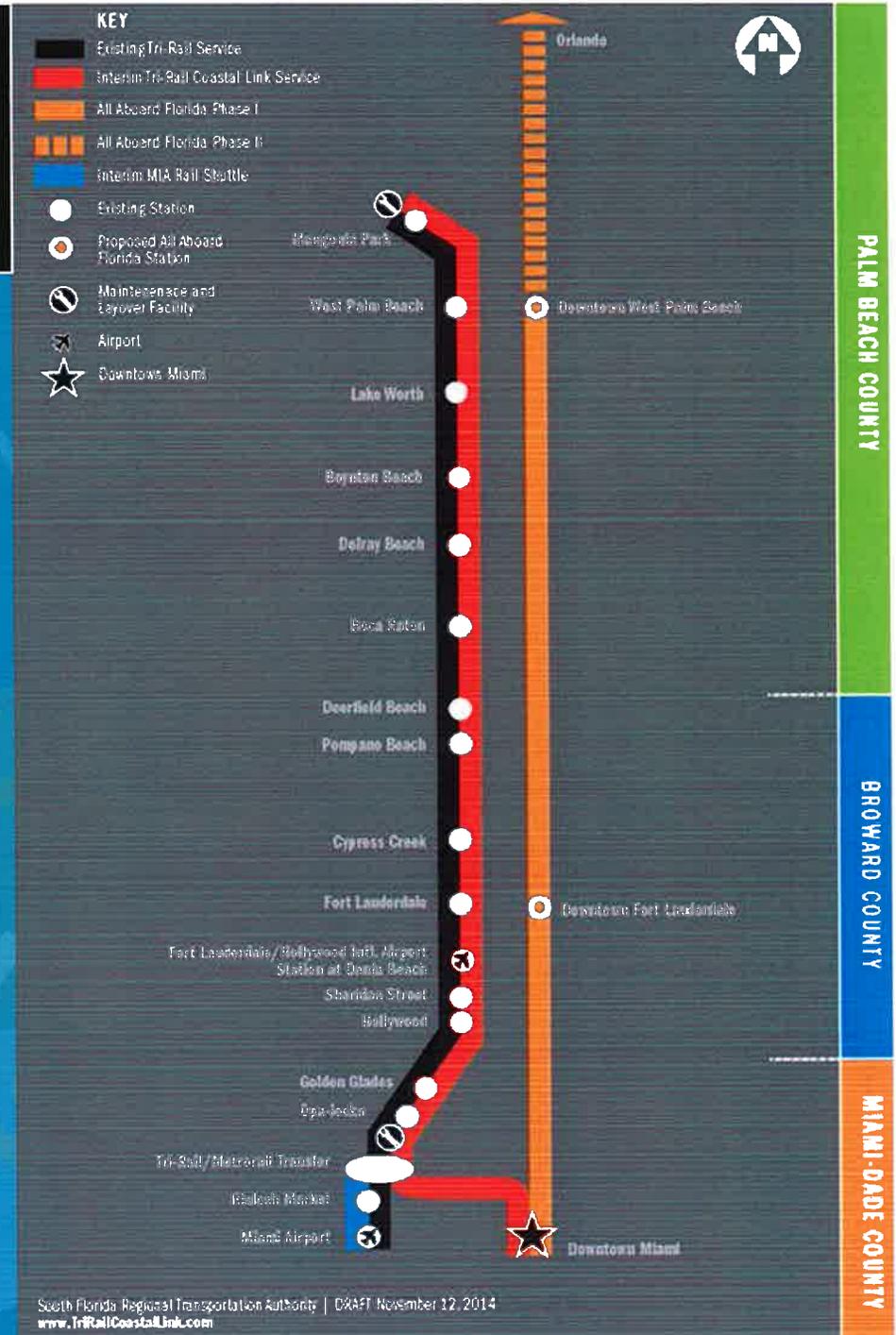
All Aboard Florida & Tri-Rail Downtown Miami Coordination



Cross section of the proposed All Aboard Florida Station in Downtown Miami

Tri-Rail Downtown Miami Link

- Unique public-private partnership opportunity
- New service with 26 direct trains per weekday between Downtown Miami and all points north on the existing Tri-Rail system
- Fast implementation with service as early as Dec 2016
 - Same as All Aboard Florida
- Discussions now taking place with elected officials and various agencies





**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

TRI RAIL™

1989 CELEBRATING 25 YEARS 2014



Agenda

South Florida Freight & Passenger Rail (TIGER) and Tri-Rail Coastal Link Projects Joint Railroad Coordination Meeting (FDOT, SFRTA, FECR, AAF)

All Aboard Florida offices
8529 South Park Circle, Suite 190
Orlando, FL 32819

Tuesday, January 20, 2015
11:00am – 3:00pm ET

1. Introductions
2. Existing/Proposed Service
 - a. Brief description of current FEC operations between the Port of Miami and Northwood, (FEC Operations)
 - b. Brief description of current SFRTA operations between the Miami Intermodal Center and Northwood (Brad Barkman)
 - c. Brief description of planned AAF operations between the Miami Government Center and Northwood (Gene Skoropowski)
3. TIGER Project Goals (Mauricio Micolta)
 - a. Iris Interlocking
 - b. Northwood Interlocking
 - c. Review IRIS/Northwood proposed infrastructure (Erin Trahan)
4. TRCL Project Coordination (Joe Quinty/FDOT Rep)
 - a. TRCL Project Status
 - b. Potential Miami Govt. Center Interim Service
 - c. Potential use of Iris and Northwood Interlockings
 - d. FEC freight operations at Little River interlocking and the Port of Miami
5. Signal Methodology (Dispatch Operations)
 - a. Review joint dispatching scenarios for both interlockings and ensure consensus on proposed operations
 - b. Initial translation of dispatching scenarios to signal indications, signal locations, and/or PTC requirements to meet the proposed operating plan
 - c. Identify any specific signalization/communications equipment for 30% Final Plans (Phase 1A and 1B) and 60% plans (Phase 2)

6. Next Steps on IRIS/Northwood Coordination

Additional Coordination Items (as feasible based on scheduled end time)

1. Review planned TRCL Ft. Lauderdale/New River Bridge layout and discuss planned operations between TRCL, AAF, and FEC freight
2. Review planned Miami Government Center layout and discuss planned operations between TRCL and AAF
3. Performance Monitoring/Data collection needs to meet TIGER grant requirements
4. TRCL Design Criteria anticipated submittal
5. Review consensus and note any open issues for further study

Tri-Rail Downtown Miami Link

November 2014

Once in a Lifetime Opportunity

The expansion of Tri-Rail commuter service onto the Florida East Coast Railway (FECR) corridor has been sought for decades. These efforts have evolved into the proposed Tri-Rail Coastal Link project, which would integrate the existing Tri-Rail service with new service on the FECR corridor between downtown Miami and Jupiter. While the ultimate project is still being studied, there is an exciting opportunity to extend current Tri-Rail service to downtown Miami by the end of 2016.



Rendering of All Aboard Florida's *MiamiCentral* Station

Fast-Track Implementation

"*MiamiCentral*" will serve as downtown Miami's multimodal hub, providing connections to All Aboard Florida (AAF), Tri-Rail, the existing Miami-Dade County bus system, Metrorail, and Metromover. The imminent construction of AAF's world-class *MiamiCentral* station has led to this exciting opportunity. Commuter service could begin as early as the end of 2016, or when *MiamiCentral* opens and AAF becomes operational, with day one ridership estimate between 2,000 and 4,000 trips per day.



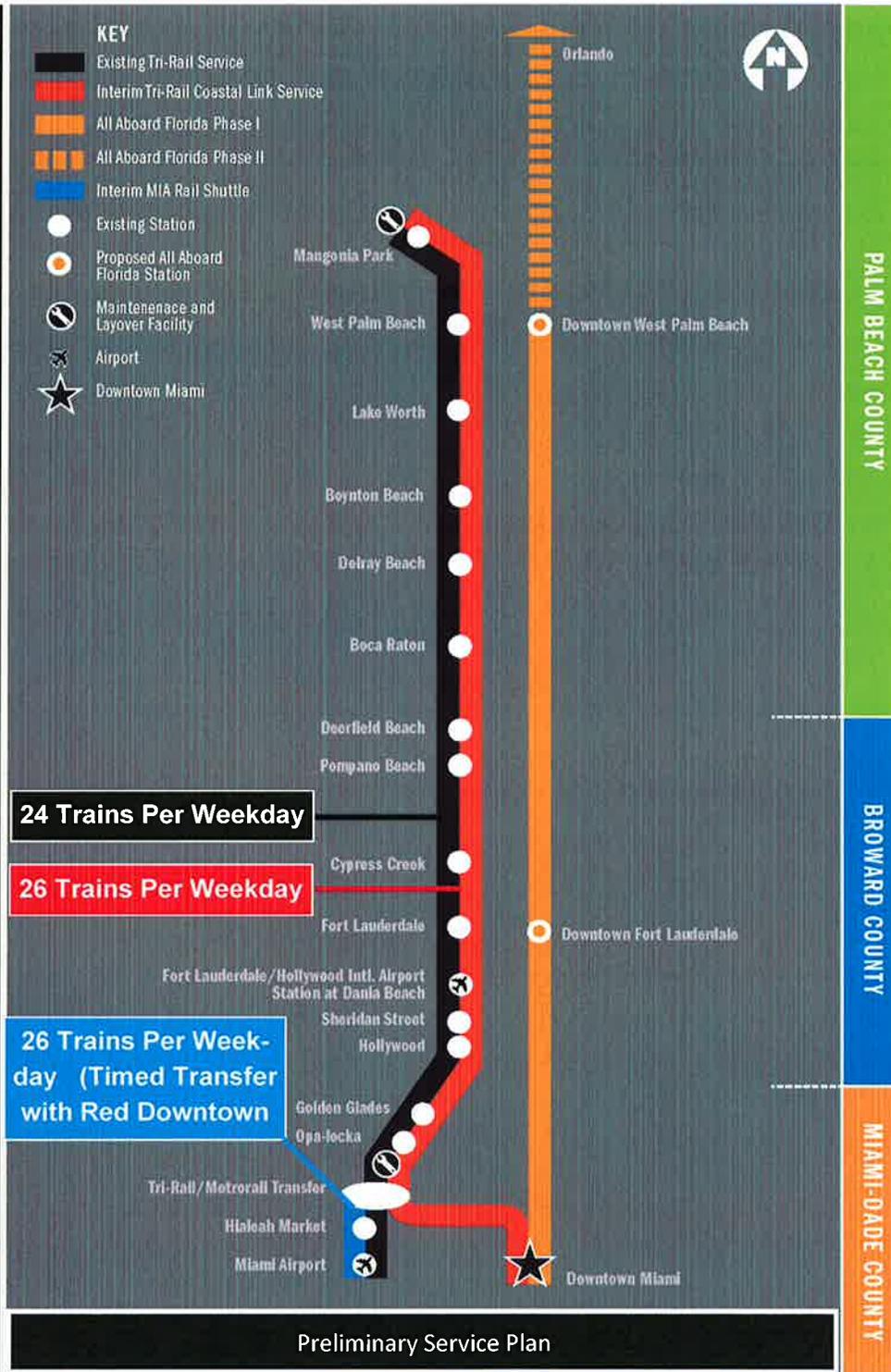
PROJECT HIGHLIGHTS

- **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 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**

Public Private Partnership

The *Tri-Rail Downtown Miami Link* would provide a cost-effective and strategic transit solution for Miami-Dade. New service is possible by leveraging All Aboard Florida's private rail and station investment, along with the recent USDOT TIGER grant for the South Florida Rail Corridor freight connections, quiet zone funds provided by the Miami-Dade Metropolitan Planning Organization (MPO) and the region's previous investment in the Tri-Rail system. To leverage this private investment in Downtown Miami, the public is being asked to participate in the incremental construction costs for the *MiamiCentral* Station and new rail infrastructure to support the Tri-Rail Downtown Miami Extension.

Tri-Rail Downtown Miami Link



Contact Information

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 Project Manager
 SFRTA/Tri-Rail
 (954) 788-7928
 QuintyJ@sfrta.fl.gov



November 2014

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
DECEMBER 10, 2014

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 A.M. on Wednesday, December 10, 2014 in the South Florida Regional Transportation Authority Board Room, located at 800 NW 33rd Street Pompano Beach, Florida 33064.

COMMITTEE MEMBERS/ALTERNATES PRESENT:

Ms. Nilia Cartaya, Miami-Dade Transit (MDT)
Ms. Lisa Colmenares, Florida Department of Transportation (FDOT) District 6
Mr. William Cross, SFRTA
Ms. Kim DeLaney, Treasure Coast Regional Planning Council (RPC), Committee Chair
Mr. Paul Flavien, Broward Metropolitan Planning Organization (MPO)
Ms. Amie Goddeau, (FDOT) District 4
Mr. James Murley, South Florida RPC
Mr. Joseph Quinty, SFRTA, Committee Vice-Chair
Mr. Jonathan Roberson, Broward County Transit (BCT)
Ms. Arlene Tanis, FDOT District 4
Mr. Nick Uhren, Palm Beach MPO

ALSO PRESENT:

Mr. Steve Anderson, SFRTA
Ms. Loraine Cargill, SFRTA
Ms. Jessica Dimmick, Renaissance Planning Group
Mr. Clarence Eng, Kimley-Hornf
Ms. Erin Gentile, Kimley-Horn
Mr. John Lafferty, Parsons Brinckenhoff
Mr. Luke Lambert, Palm Beach MPO
Ms. Deborah Castranovo, SFRTA
Mr. Lee Taylor, SFRTA
Ms. Jessica Vargas, SFRTA
Ms. Lynda Westin, SFRTA
Mr. Joe Yesbeck, T.Y.Lin
Ms. Natalie Yesbeck-Pustizzi, SFRTA

CALL TO ORDER

Chairperson Delaney called the meeting to order at 10:44 A.M.

ROLL CALL

The Chair requested the roll call.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Paul Flavien made a motion to approve the agenda. The motion was seconded by Ms. . The motion was called to a vote and carried unanimously.

DISCUSSION ITEMS:

MATTERS BY THE PUBLIC – None

CONSENT AGENDA

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

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of September 16, 2014

Mr. Paul Flavien made a motion to approve the meeting minutes. The motion was seconded by Ms. The motion was called to a vote and carried unanimously.

REGULAR AGENDA

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

No items.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

11. - INFORMATION: Boca Center Shuttle Bus (Route BR-1) Enhanced Service

Mr. Stephen Anderson of SFRTA staff informed the committee members that a new inter-local agreement was approved by the SFRTA Governing Board on December 5, 2014 that allows for enhancement of the current service on the Boca Center Shuttle (a.k.a. Route BR-1).

The City of Boca Raton was recently awarded a Transit Service Development Grant from the Florida Department of Transportation (FDOT) in the amount of \$221,468 for additional peak period service on the Boca Center Shuttle. Using its existing shuttle bus contractor to operate the buses, SFRTA has entered into a two-year inter-local agreement with the City. The SFRTA will be reimbursed 100% by the City for this service using the new FDOT grant funds. The agreement will allow operation of enhanced service to

begin on January 5, 2015 and expire January 4, 2017. Mr. Anderson commended FDOT and The City of Boca Raton for making this possible.

The Boca Center Shuttle averages between 15-16 passengers per hour, well surpassing SFRTA's minimum standards and has a ridership of 31,565 passengers over the past twelve months. The new agreement will allow existing peak headways to be reduced from 40 minutes to 20 minutes, which will alleviate some crowding on the buses, especially in the morning. The Boca Center Shuttle services the Boca Raton Tri-Rail Station, Boca Town Center, as well as numerous educational and employment destinations in the Boca Town Center area. Mr. Anderson stated that currently it is approximately a 25% to 75% student to employee ridership.

12. - INFORMATION: Downtown Fort Lauderdale Management Association (DFLTMA) Riverwalk Water Trolley and Sun Trolley Services

Ms. Robyn Chiarelli, DFLTMA Executive Director, gave a presentation of the Downtown Fort Lauderdale Transportation Management Association (DFLTMA) which is a nonprofit 501(C)3 organization that manages the Sun Trolley and the Riverwalk Water Trolley. Ms. Chiarelli explained the Water Trolley is a Free service that runs from the Broward Center for the Performing Arts to the Stranahan House and it runs seven (7) days per week. The DFLTMA operates eight routes connecting over 40,000 residents, tourists and working professionals per month from Fort Lauderdale's neighborhoods to Broward County Transit and Tri-Rail, as well as destinations such as Fort Lauderdale-Hollywood International Airport, Fort Lauderdale Beach, Broward County Courthouse and the Galleria Mall.

Robyn Chiarelli provided an update to the PTAC regarding all of the routes, with a special emphasis on the new Riverwalk Water Trolley service and the Sun Trolley routes that connect to Tri-Rail. Robyn also expressed DFLTMA's interest in expanding their partnership with Tri Rail.

13. - INFORMATION: Lake Worth Tri-Rail Station Parking Expansion

Ms. Jessica Vargas of SFRTA staff gave a presentation on the Lake Worth parking underneath Interstate 95. Currently that lot is at capacity. On October 24, 2014, the SFRTA Governing Board approved a new Lease Agreement with FDOT which added 90 new Tri-Rail customer parking spaces for a total of 249 spaces available for Tri-Rail patrons.

Jessica continued to explain that between 2010 and 2013 there has been a 20% increase of ridership at this station. Joe Quinty agreed that ridership is booming there. FDOT and SFRTA have been working together on a Lake Worth Parking Purchase. FDOT is willing to sell to SFRTA as surplus property the parking lot on Lake Worth Road and Erie Street. This lot, located west of the Lake Worth Tri-Rail station, is currently used as an overflow parking lot for Tri-Rail patrons. FDOT purchased this property in 2003 to serve as a temporary parking lot for Tri-Rail riders while FDOT rebuilt Interstate 95 over the existing parking lot. In 2004, FDOT paid for improvements to the property (paving, lighting, landscaping, irrigation, etc.). SFRTA is interested in purchasing this property to continue to serve as an additional parking lot as well as for future development opportunities near the Tri-Rail Lake Worth Station. SFRTA and FDOT are working together to obtain all the necessary permits and closing documents for the

purchase of this property, pending approval by the SFRTA Governing Board. FDOT will be providing SFRTA a grant to purchase this property.

14. - INFORMATION: Tri-Rail Station Pedestrian Access Plan

Ms. Lynda Westin of SFRTA staff informed the committee members that SFRTA initiated a Tri-Rail Station Pedestrian Access Plan for improving walkability at and around its existing Tri-Rail stations. Together with the region's three MPOs and two FDOT districts, SFRTA has visited the Tri-Rail stations in all three counties and developed draft plan recommendations. SFRTA is now reviewing the draft improvements with local governments and requesting comments, additional suggestions, and input on project priorities. At the end of the process, SFRTA hopes to work with each City, MPO, and FDOT District to fund the suggested projects. Ms. Westin anticipates the final draft to be completed sometime in March. It will be internally circulated so that projects will not overlap. It has been a group effort and Ms. Westin has commended all involved.

13. - INFORMATION: Update on Job Access Reverse Commute (JARC) and New Freedom (NF) Grant Program.

Ms. Natalie Yesbeck of SFRTA staff informed the committee members that the most recent selection process, to distribute FY 2012 funds, resulted in the selection of eight JARC and seven NF projects. The list of selected projects for the FY 2012 funds has been approved by the SFRTA Governing Board and FTA. The SFRTA then held a Grant Workshop for new and existing sub-recipients on November 5, 2014. As part of the workshop, SFRTA staff presented information regarding grant lifecycles, procurement process, monitoring, and reporting requirements.

Moving forward, SFRTA staff is ramping up efforts to monitor grant programmatic and fiscal activities. The review consists of a site visit to interview with the program/project manager.

OTHER BUSINESS: Mr. Joseph Quinty of SFRTA staff proposed to committee members that the 2015 PTAC meetings begin at 10:00 a.m. as we will be meeting every other month.

PTAC MEMBER COMMENTS: Mr. James Murley questioned when the opening date would be for the MIC. Ms. Lisa Colmenares explained that she expressed Mr. Murley's concerns to her superiors and he is more than welcome to meet with FDOT District 6 to discuss same.

Mr. Murley then expressed an interest in the Miami's All Aboard and Tri Rail System and what its current status is. Joseph Quinty explained that they want us to be in that station the day it opens and to date that is still a work in progress, but it can happen. Their target date is 12/2016. The early part of next year is better suited for a presentation to this committee. The IRIS connection should be in place in the next year

NEXT MEETING DATE: Tentative next meeting date was identified as February 18, 2015.

ADJOURNMENT: The meeting was adjourned at 12:11 pm

AGENDA ITEM NO. C1

MINUTES

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RTA MARKETING COMMITTEE MEETING OF JANUARY 21, 2015

The RTA Marketing Committee Meeting was held at 2:00 p.m. on Wednesday, January 21, 2015, at the SFRTA's Administrative Offices, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT

Jordan Rockwell, Florida Department of Transportation

COMMITTEE MEMBERS NOT PRESENT

Bobbie Crichton, (Chair) Miami-Dade Transit

Paula Girard, Palm Tran

Diane Hernandez Del Calvo, (Vice Chair) SFRTA/Tri-Rail

Mary Shaffer, Broward County Transit

ALSO PRESENT

Irene Ferradaz, Miami-Dade Transit (alternate voting member)

Victor Garcia, SFRTA/Tri-Rail (alternate voting member)

Steve Rosenberg, SFRTA/Tri-Rail

Jim Udvardy, South Florida Commuter Services (alternate voting member for FDOT)

Roseann Voils, Palm Tran (alternate voting member)

CALL TO ORDER

The Chair called the meeting to order at 2:02 p.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Garcia moved for approval of the Agenda. The motion was seconded by Ms. Ferradaz.

The Chair moved the discussion to the next item on the Agenda.

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

None.

DISCUSSION ITEMS

None.

CONSENT AGENDA

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

C1 – MOTION TO APPROVE: Minutes of Marketing Committee Meeting of November 19, 2014.

Mr. Garcia moved for approval of the Minutes of the July 17, 2013 Meeting. The motion was seconded by Mr. Rockwell.

The Chair called for any discussions and/or opposition to the motion. Upon hearing none, the Chair declared Item C1 approved.

The Chair moved the discussion to the next item on the Agenda.

REGULAR AGENDA

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

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

I1 – INFORMATION ITEM: REGIONAL FARE INTEROPERABILITY

- Mr. Rockwell stated that he had recently spoken with Curt Johnson of BCT and was informed that BCT will be going out for an RFP again as they did not get the expected response. They may work with a consultant to fine-tune the requirements of the project.
- The schedule may be pushed back until spring/summer 2016, but mobile ticketing may be able to adhere to its original schedule. Mr. Rockwell stated that he will advise this Committee as to whether this RFP has gone out at this point.
- It is expected that a pilot test will be done on several routes.

I2 – INFORMATION ITEM: STAND UP 4 TRANSPORTATION DAY

- Mr. Garcia stated that Stand Up 4 Transportation Day is a directive from APTA in which this promotion will stress maintaining funding for the infrastructure needed to support public transportation. It is hoped that the South Florida agencies can arrive at a coordinated effort for this April 9 event.
- Ms. Silverstein stated she was unaware of this event and would discuss it with Ms. Shaffer for her input.

- Mr. Garcia stated that he will take the lead and will keep the other agencies in the information loop as he envisions this as a “transportation” day. He will advise the Committee when an APTA “tool kit” is available and will advise developments via email.
- Mr. Udvardy suggested that this promotion be considered from the viewpoint of the passenger and perhaps a passenger survey could be adopted.

I3 – COMMITTEE CHAIR FOR FISCAL YEAR 2015/2016

- Mr. Garcia stated that this item does not require discussion today but was introduced as a standing item to prepare the Committee for the next fiscal year which will begin on July 1. He noted that Ms. Crichton has graciously served as the chair for three years and with new members, it would be right to have a new chair.

REPORTS
Action not required, provided for information purposes only.

None.

OTHER BUSINESS

AGENCY REPORTS

BROWARD MPO

No representation at this meeting.

BROWARD COUNTY TRANSIT

- Ms. Silverstein stated that tomorrow, BCT is taking part in the Safe Street promotion which encourages drivers to be aware of pedestrians and bicycle riders.
- BCT started a Leadership Training Program to train current employees from all departments and of different levels who want to become managers of the future. Mr. Garcia stated that there is a possibility to involve COMTO and would contact Ms. Silverstein to discuss.
- Doris Williams’ last day will be on Friday as she retires.
- Ms. Silverstein will be the alternate voting member for BCT on this Committee.

FLORIDA DEPARTMENT OF TRANSPORTATION

- Mr. Rockwell stated that FDOT is initiating a longer term Park and Ride Express Bus transit plan as well as adopting a standard of service.
- Toll revenue from I-95 can be used for replacing buses, which generally have a 10-year bus life.
- I-75 Express buses are expected to be initiated in 2018.
- A new FDOT District Secretary will be announced as Jim Wolfe retires in March.

MIAMI-DADE TRANSIT

- Ms. Ferradaz stated that MDT had a busy holiday season with late night service on December 31.
- The Citizen’s Independent Transportation Trust (CITT) is hosting tomorrow’s Transportation Summit. MDT will be present to answer transportation questions. Mr. Garcia stated that Vince Sciuillo, new to the SFRTA, will be at the Summit staffing the SFRTA booth.
- Real time information is being incorporated so that the public can track buses.
- Facebook and Twitter are up and running.

PALM TRAN

- Ms. Voils stated that Marketing is working with the South Florida Fair which goes on until February 1.
- Palm Tran just had the unveiling of its pink bus for the Komen Race for the Cure.

SOUTH FLORIDA COMMUTER SERVICES

- Mr. Udvardy stated that a Roundtable is coming up next Thursday at the Civic Center in Miami at which many state entities as well as employers will be present to discuss how to make transit more successful.
- He further stated that SFCS is assisting on 95-Express, as well as awareness of Phase 2, as well as working with FDOT on Express Bus.
- He stated that it has been shown to be more cost-effective to use digital billboard along I-95. They are run throughout the day and on weekends, 24/7. They are available to all the agencies for their use in getting various messages across.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/ TRI-RAIL

- Mr. Garcia stated that the APTA Marketing Workshop is coming up in West Palm Beach in late February. He is hopeful for social media sessions as SFRTA is at the point of entering the social media platform. He further stated that he is working with the event coordinators for a host booth which will be shared with Palm Tran to dispense transportation information to attendees.
- The MIC opening date is yet to be decided. Testing is still being performed and some safety issues need to be worked out.
- Partnering with the Lake Worth Street Painting Festival will take place again as has been the case in the past few years. A shuttle bus will take people from the Tri-Rail station to the event site.
- Mr. Garcia further stated that partnering with Sun Fest will happen again. They are hopeful for late night trains for Saturday and Sunday. The train will depart approximately one hour after their event is over and will only be a southbound train. An existing trolley will take the people from Sun Fest to the Tri-Rail Lake Worth Station.

ADJOURNMENT

The next meeting will take place on March 18, 2015 at SFRTA's headquarters. There being no further business, the meeting adjourned at 2:50 pm.

DRAFT MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
JANUARY 22, 2015 Thursday, CRM 102, @ 10:00 A.M.

The regular Meeting of the South Florida Operations Technical Committee meeting held on Thursday, January 22, 2015 at 10:00 A.M., SFRTA CRM 102, located at 800 NW 33 Street, Pompano, FL 33064.

Committee Members Present:

Brad Barkman, SFRTA, Chair

Present via Media Communication Access

Chuck Cohen, Palm Tran

Ernest Nastari, NSU

Eric Zahn, MDT

David Wells, BCT

Committee Members /Alternates Absent:

Jordan Rockwell, FDOT, Vice Chair

Jim Udvardy, SFCS

Rob Surgeoner, CSX

Jared Fried, BCT

Anthony Iovino, NSU

Jim Udvardy, SFCS

Cheryl Boehm, CSX

Fred Schenke, AMTRAK

Scott Aronson, Delray Beach

Others present:

Margaret Ferrara, SFRTA (minutes)

CALL TO ORDER

The Chair, Brad Barkman, called the meeting to order at 10 A.M.

MATTERS BY THE PUBLIC

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

CONSENT AGENDA

Brad opened with September 2014 minutes, but we did not have a quorum; minutes will be on next agenda in March.

C1- **REGULAR AGENDA**

Matters included under the Regular Agenda differ from the Consent Agenda will be voted on individually. In addition, presentations will be made on each motion, if desired.

INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

UPDATES/PRESENTATIONS

1. Smart Card - FDOT will report next meeting
2. AVL System – On time performance measures – Palm Tran
 - After six years, AVL on all vehicles
 - 80% on time performance for Palm Tran

- Other Counties On time performance (OTP)
 - Palm Tran operating 83% on time
 - Could be cutting service (on one bus routes) to achieve 80% OTP
 - David – BCT 75% - criteria is 1” early -5” late
 - Palm Tran 83% - 3” early 7” late
 - Eric - Miami Dade 78% OTP
 - How do you rate OTP: time schedule points or end to end?
 - Palm Tran uses time points per trip
 - Palm Tran would like to discuss better connections with last trips with Tri-Rail
 - Perhaps SFRTA could clone AVL screens for other locations
3. SFRTA Executive Building
- Three story structure building
 - Parking building next to it
 - New Station improvements full length canopies
 - Station will be generating electricity
 - Notice to Proceed is issued
 - Target date could be 2016 or before (estimated)
 - Aggressive schedule – end of SFRTA’s lease here is 2016
 - Design / Building contract
 - Will distribute renderings/photos via email
4. Dispatch Center /Positive Train Control / PTC - SFRTA
- Target date March 29, 2015 to begin full dispatch
 - Notice to proceed sent to Maintenance of way contractor
 - Crews are being qualified
 - Cutover date 3/29 turnover from CSX dispatch to Amtrak
 - Dispatch will operate to FEC South and west of the airport
 - Dispatch will operate to North of Mangonia, south end of Dyer
 - Radio frequencies for voice communication
 - Four tower locations for dispatch
 - Primary in Pompano, secondary in West Palm Beach
 - Dispatch is located next to customer service center in Pompano
 - Tape load date – CSX will tape load SFRTA out of their system
 - Manually connect our dispatch control / signals and communications
5. Positive Train Control
- Mandatory by Federal Rail Administration
 - 15 months to get it up and running
 - Redundant service with cellular backup
 - Upgraded 900Mhz system – no backup except overlap
 - Radio to each tower to trains to communicate any speed restrictions, work authorities or blockage on the track
 - Some equipment is partially ready
 - Target date is end of Dec 2015
6. MIC
- MIC is not operational yet, waiting for completion of crossroad construction
 - Operating contractor requires two weeks advanced notice
 - Crews and trainset manipulations will differ slightly
 - Test trains operating for signals and switches, no issues
 - Waiting for final delivery date

Updates:

BCT

- Next pick March 29th, some minor changes on routes – 595 express to Civic Center
- Manage lanes is set for later on

Miami Dade

- Send Eric current train schedule to the MIC
- SFRTA requesting Route 133 bus continue to operate for two weeks after MIC opening as a
- Northbound trains departing out of MIC 3 minutes earlier – so we do not leave passengers behind due to an old schedule
- Express service from Broward and Sheridan to Civic Center (delayed – possible June date)
- New June lineup focus on capacity and OTP

PALM TRAN – Chuck Cohen

- Route 1 changed – improvements from 68 to 90% OTP
- May date no changes
- No new service planned at this time
- Limited express service on Route 1 will be tweaked

NOVA SE – Ernest – nothing new to report

SFRTA

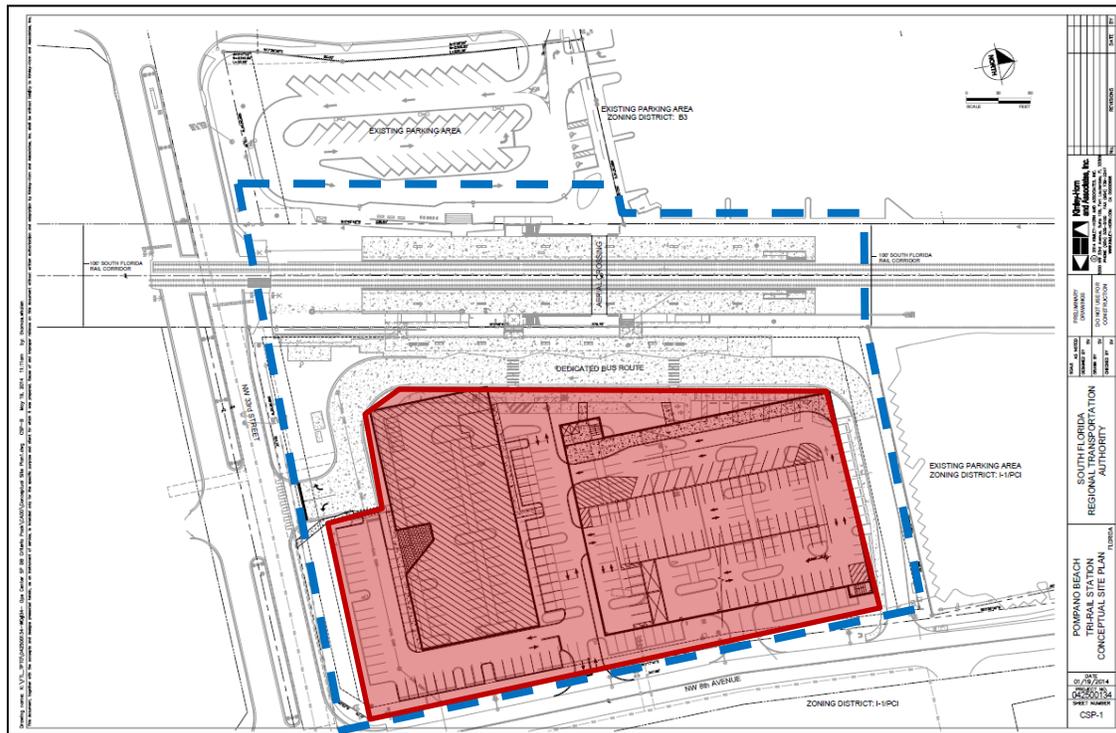
- WiFi - Equipping all trains
- Test trains working well – no capacity issues
- Full implementation on every train by June 2015
- Working on internal and external signal equipment
- Immediate opportunity to track trains

Meeting Adjourned, so moved - next OTC meeting scheduled on March 26, 2015.

Engineering & Construction Monthly Progress Report January 2015

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. 30% Plans are expected to be completed early February 2015. As the final design of the Ops Center progresses it will, 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
January 2015**

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 through 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 was completed, and 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 SFRTA Board approved the selected contractor (Gulf Building, LLC.) on December 5, 2014. A Kick-off meeting was held on January 6, 2015. The team is meeting weekly to coordinate all station construction and Operations Center design aspects. Project is currently going through the Development Review Committee and Architectural Committee process at the City of Pompano Beach. The Design Build contractor has submitted a schedule and construction is expected to start early Summer of 2015.

**Engineering & Construction
Monthly Progress Report
January 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.

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

**Engineering & Construction
Monthly Progress Report
January 2015**

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.

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, 2014. The Notice to Proceed for Final Design-Phase IA to PTG was executed on September 13, 2014. Site K will be the place for the Vehicle Storage Maintenance Facility, and the 30% plans for the south portion of Phase 1B were submitted on December, 19, 2014.

On the December 5, 2015 the SFRTA's Board approved the Amendment No. 1 to the Contract with HDR Engineering, Inc. to perform preliminary engineering and project management services on the Phase 1C of the project, that extends from Andrews Ave. and 17th Street to the new Vehicle Storage and Maintenance Facility (VMSF) located on 1801 SW 1st Avenue, Fort Lauderdale, FL (33301).

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 March 31, 2015.

**Engineering & Construction
Monthly Progress Report
January 2015**

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 March 31, 2015. Project Final acceptance completion date is March 31, 2015.

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.

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.

**Engineering & Construction
Monthly Progress Report
January 2015**

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 17th, 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 30th, Ansaldo sent the Communication System Detailed Design for Phase 2 to SFRTA for review.

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. 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.

During the first week of November, CWA finished with all the power supply installations as well as CNA 2000 and Verizon wireless air card at every control point. Ansaldo, in conjunction with CSX support, began the Control Point Testing.

Control Point Testing consist of disconnecting the 900 Mhz frequency from the vital processor and connecting the CAN/router taking the entire control of the CP from the Pompano Beach HQ Dispatch system. Between November and December, 15 of the 27 Control Points were successfully tested. This activity will continue during January. At this point, the fit out for the Full Dispatch System at West Palm Beach Operation facility has been completed.

**Engineering & Construction
Monthly Progress Report
January 2015**

On January 4, 2015 the antenna at N.E. Whalen was successfully installed. Three (3) out of eight (8) voice radio base stations were running with the incorrect software version, so CWA/Ansaldo removed these three (3) units and sent them to the manufacturer for the latest software versions to be downloaded. On January 19th the three (3) factory re-programmed voice radio base stations were re-installed at 79st, Whalen and Mockingbird. The Radio coverage test is schedule for the first week on February.

On January 17-18 and January 24-25 Ansaldo continued with Control Point testing, finishing the 80% of the CP testing; however there are six (6) Control Points that need to be revisited for remaining bit testing.

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 February 27, 2015

JANUARY RIDERSHIP

Total monthly ridership for January has decreased 3.2 % when compared to January of last year. Weekday ridership has decreased by 6.8 %, while the average weekday ridership in January 2014 was 14,991 per day versus 14,632 per day for 2015. Total weekend ridership for the fiscal year has decreased by 6.8% when compared to last year. Total fiscal year ridership is up by 0.3% 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.

<u>Riders</u>	Actual January 2015	Actual January 2014	January '15 vs.'14 %	FY '15 Rider ship To Date	FY '14 Rider ship To Date	FYTD '15 vs '14 %
M-F	307,282	329,809	-6.8%	2,122,928	2,135,475	-0.6%
Saturday	35,453	26,714	32.7%	206,552	189,369	9.1%
Sunday	23,931	22,052	8.5%	169,383	168,063	0.8%
Holidays	4,937	5,495	-10.2%	26,359	24,290	8.5%
	371,603	384,070	-3.2%	2,525,222	2,517,197	0.3%

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

Chart 1 - SFRTA Riders and Revenue Trends

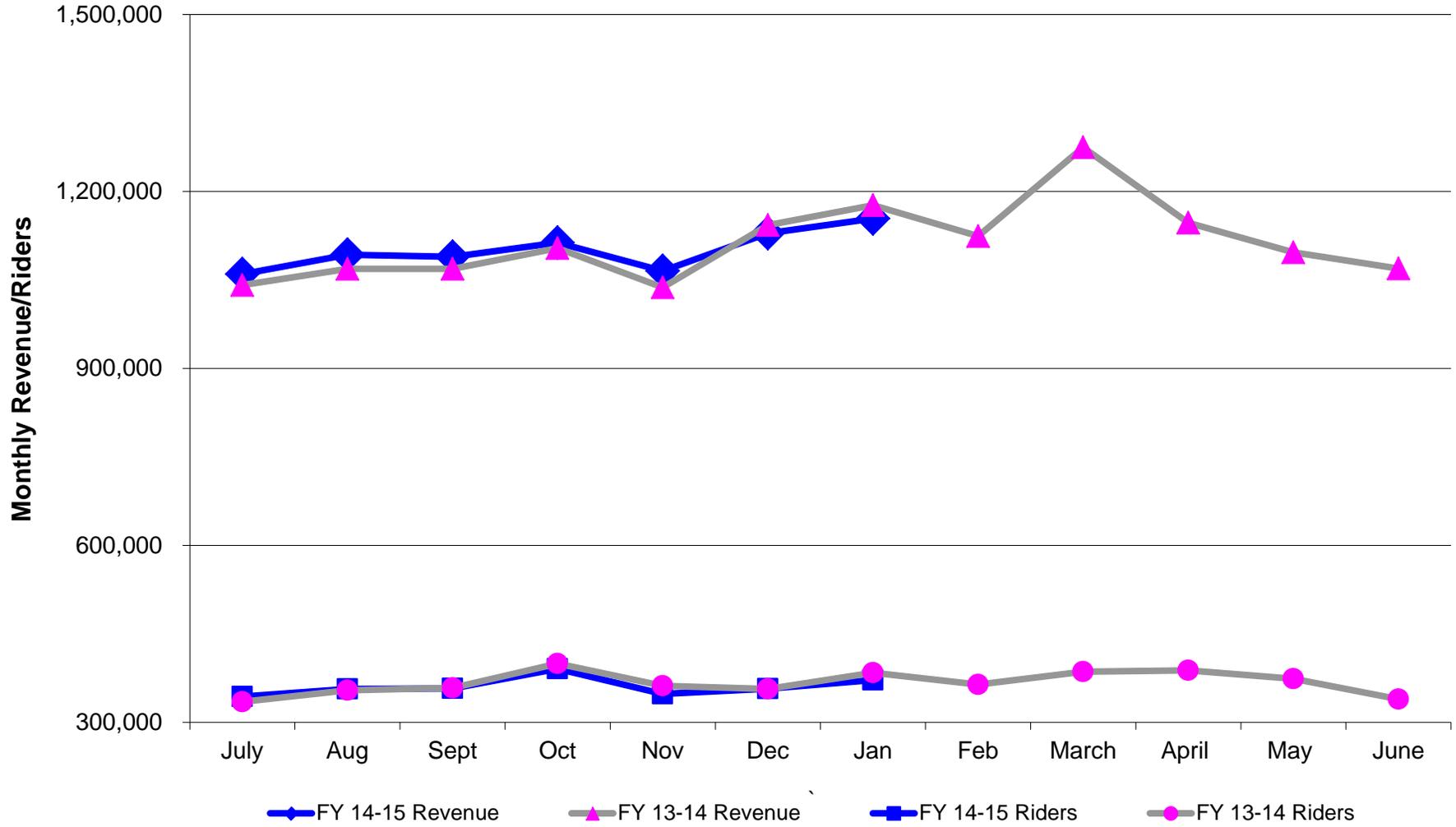


Chart 2 - SFRTA Riders

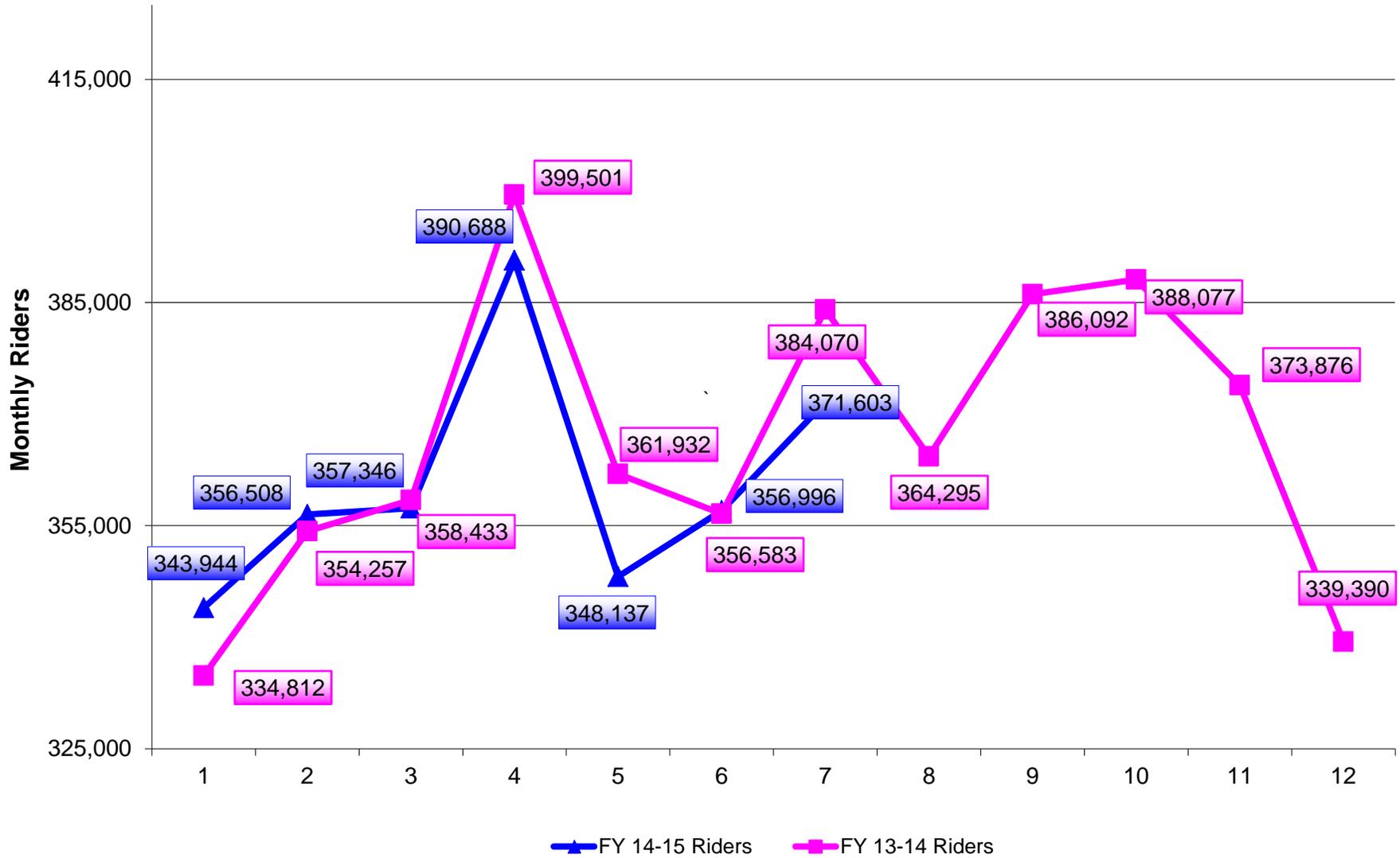
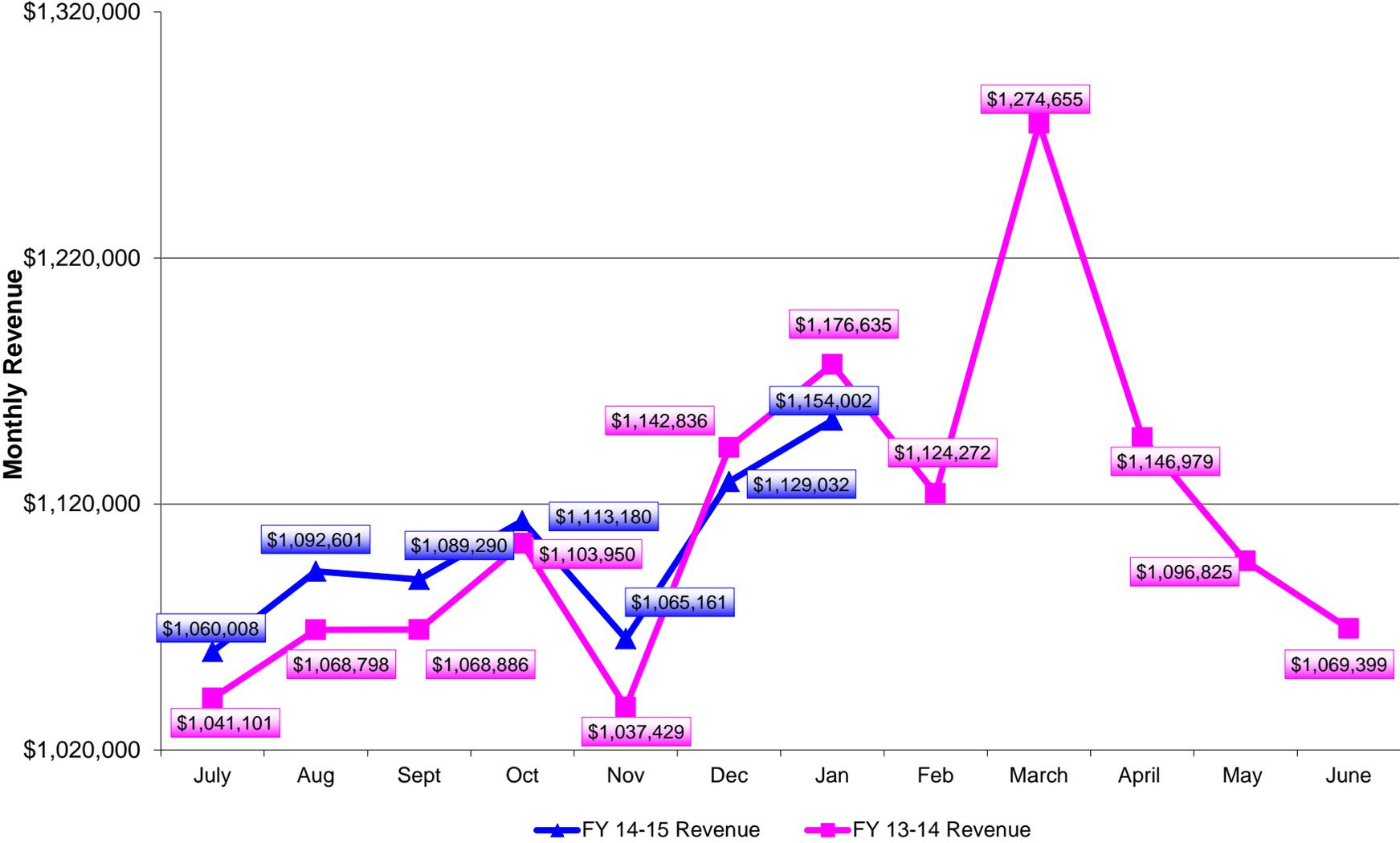


Chart 3 - SFRTA Revenue



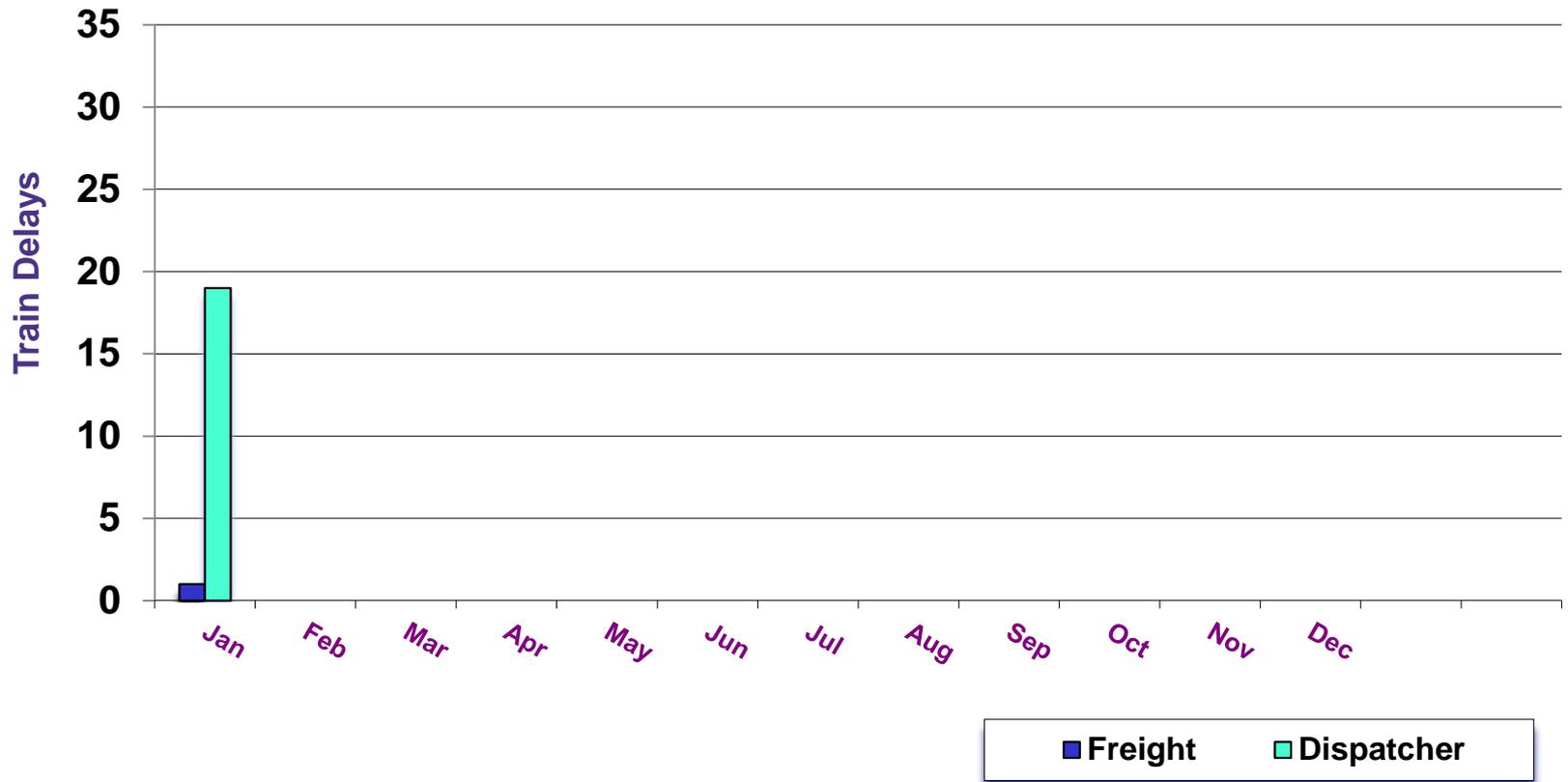


JANUARY 2015 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			83.2%
OTP Station To Station			86.7%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	4	6	0.4%
SUB-TOTAL	4	6	0.4%
CSX AGREEMENT			
RULE COMPLIANCE	1	1	0.1%
FREIGHT	2	2	0.1%
LOCAL SWITCHER	1	1	0.1%
JAX DISPATCHER	11	19	1.4%
MOW	5	9	0.7%
SUB-TOTAL	20	32	2.4%
OUTSIDE CSX			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	8	17	1.3%
SUB-TOTAL	8	17	1.3%
BOMBARDIER MECHANICAL	8	27	2.0%
TRANSDEV TRANSPORTATION	1	2	0.1%
AMTRAK	3	3	0.2%
FEC IRIS	0	0	0.0%
FEC TRAIN	7	9	0.7%
WEATHER	0	0	0.0%
ROW FOUL	6	17	1.3%
SFRTA TRANSPORTATION	8	15	1.1%
OTHER	10	14	1.0%
3rd PARTY GATE MALFUNCTION	8	21	1.6%
3RD PARTY -FATALITIES/VEHICLE	0	0	0.0%
ROTEM MECHANICAL	0	0	0.0%
BROOKVILLE MECHANICAL	2	2	0.1%
SENSO TECH	0	0	0.0%
BRIDGE SIGNAL	1	1	0.1%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
VANDALISM	0	0	0.0%
ADA	5	5	0.4%
EFFICIENCY TESTING	1	3	0.2%
SUB-TOTAL	60	119	8.8%
TRAINS LATE		174	12.9%
TERMINATED		7	0.5%
TERMINATED/RECOVERED		0	0.0%
ANNULLED		4	0.3%
TRAINS ON TIME		1165	86.3%
TOTAL		1350	100.0%

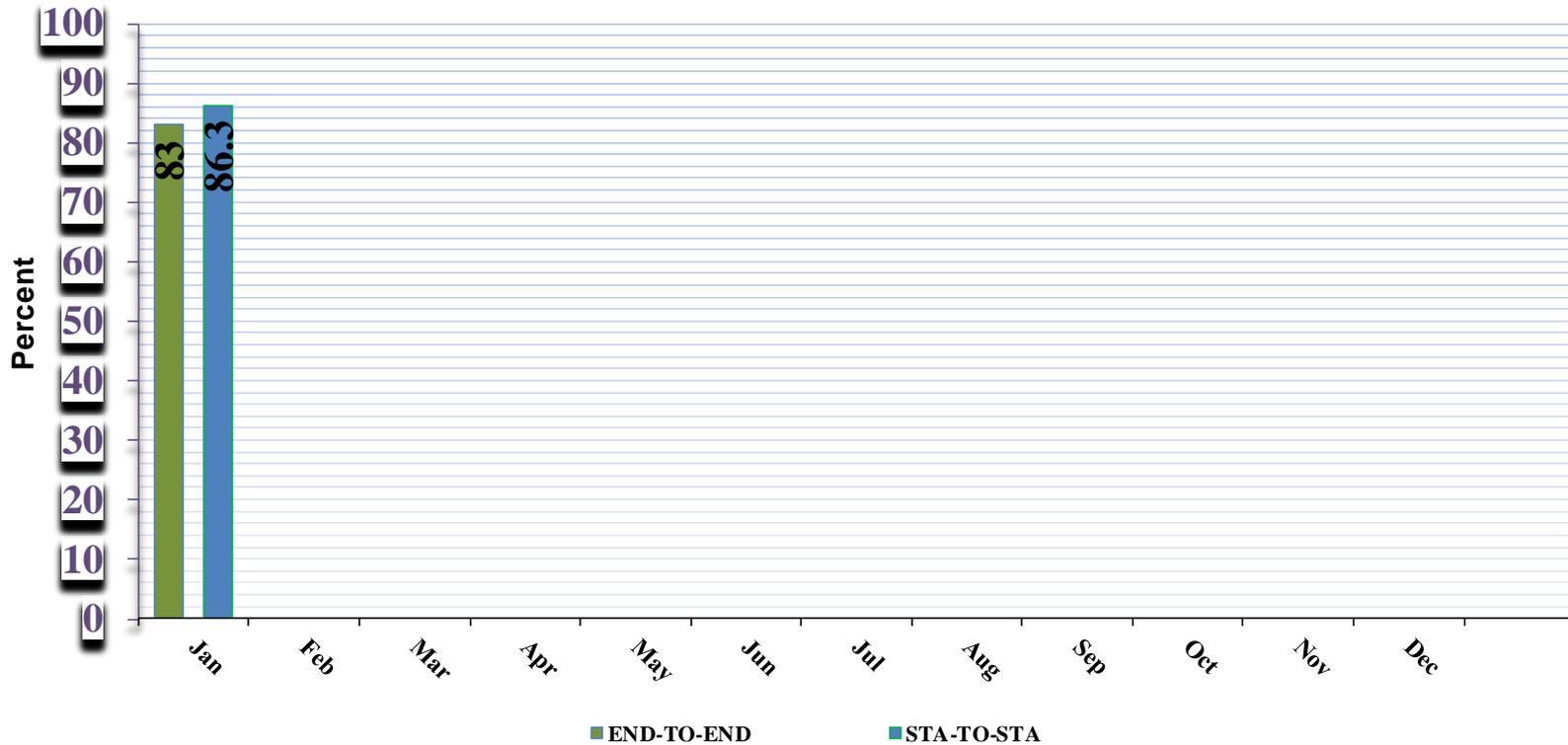


CSXT JAX Dispatcher & Freight Delays - 2015



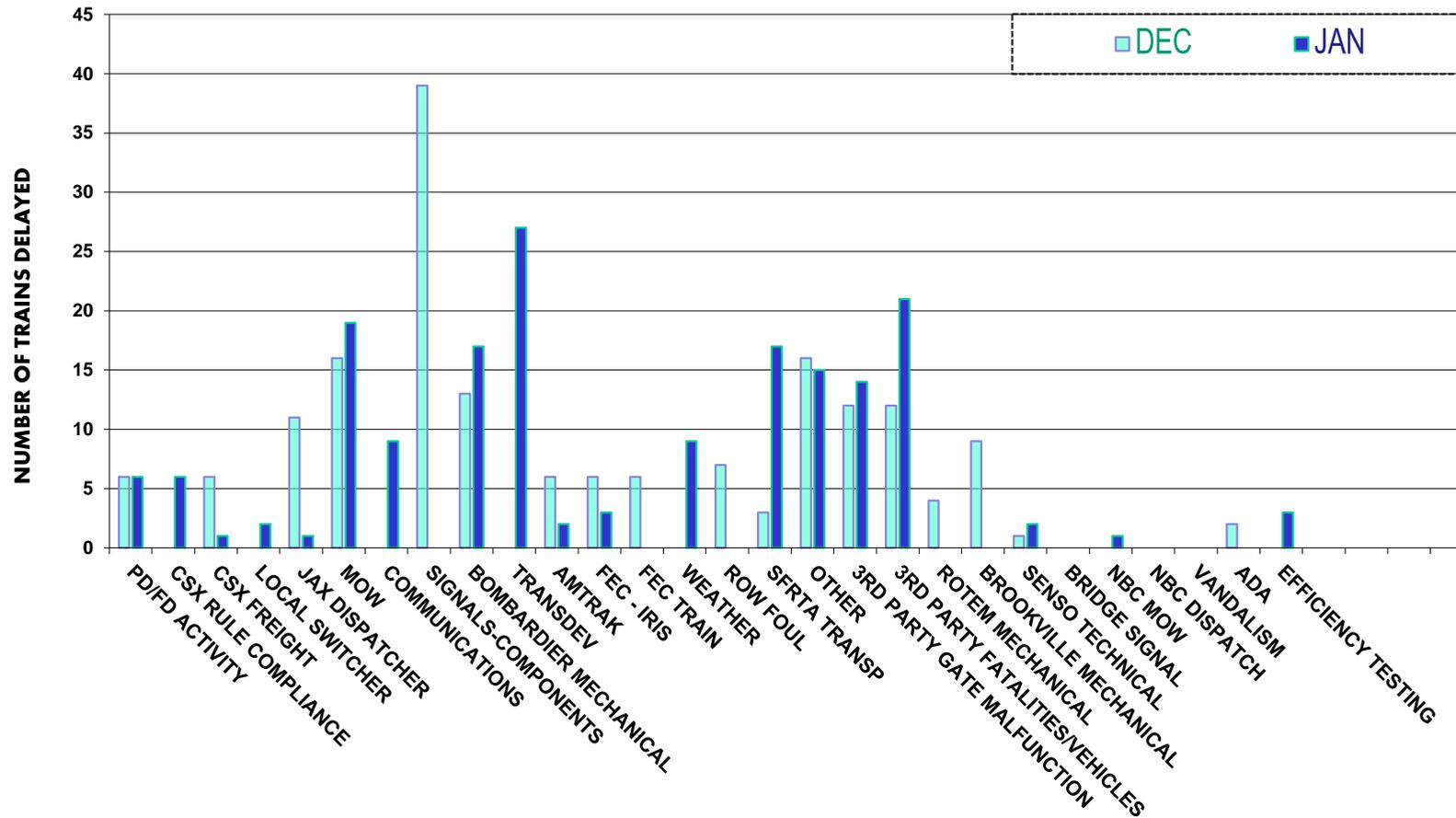


On-Time Performance Calendar Year 2015



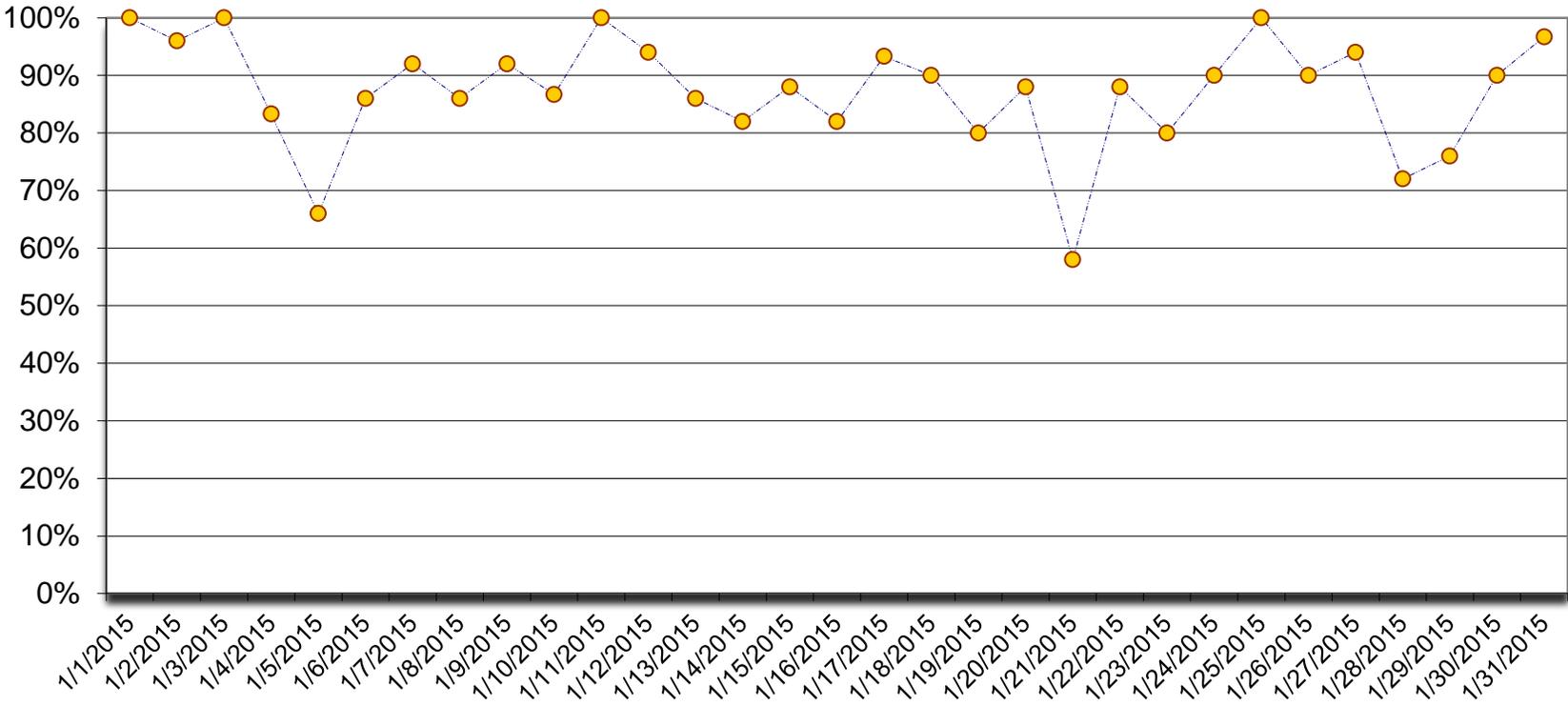


TRAIN DELAYS- 2015

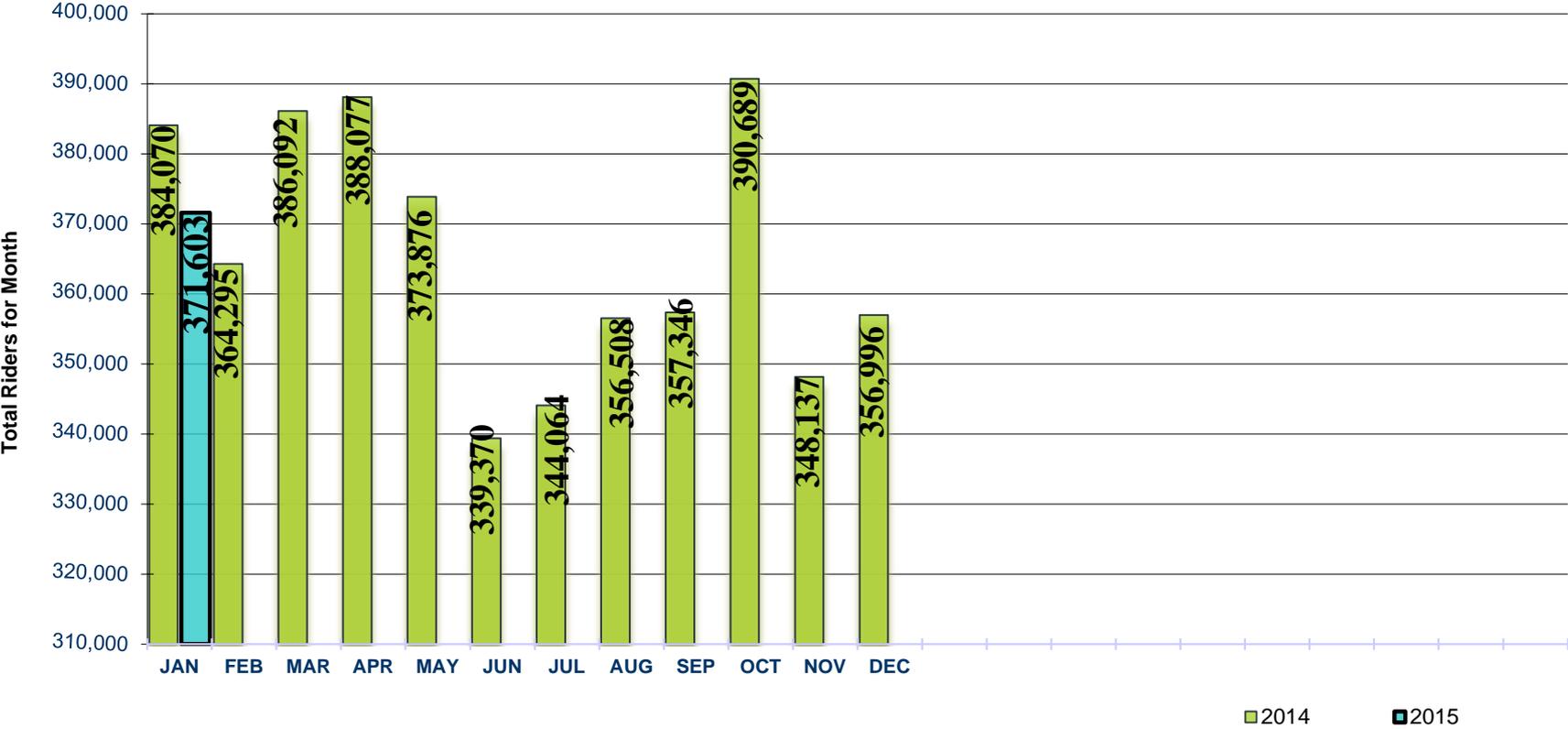




ON TIME PERFORMANCE END TO END JAN - 2015



SFRTA Tri-Rail Monthly Ridership 2015



2014

2015

AGENDA ITEM D

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CORPORATE AND COMMUNITY OUTREACH OFFICE
MONTHLY SUMMARY FOR JANUARY 2015
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 21 new employers and 162 new employees during the month of January.

The total number of EDP tickets recorded as sold was 2,324 and the total revenue generated was reported as \$133,572.25 in January.

NEW EDP COMPANIES

Employer	Enrollment Date	City
1 ST Choice Tech Support	1/14/2015	Boynton Beach
Advanced Quality Company, LLC	1/30/2015	Pompano
Advanced Restoration & Company, Inc.	01/06/2015	Deerfield Beach
Atlas Packaging & Displays	1/19/2015	Opa-locka
Baron USA, LLC	1/21/2015	Miami
Chasqui Express	1/21/2015	Indiantown
Elegant Parties	1/15/2015	Pompano Beach
Florida Fluid System Technologies, Inc.	1/4/2015	Oakland Park
Florida Tax Specialist	1/14/2015	Margate
Fox Restoration & Company, Inc.	1/9/2015	West Palm Beach
Global Heavy Equipment Appraisal Service, Inc.	1/20/2015	Boca Raton
Global Parts Supports, Inc.	1/19/2015	Fort Lauderdale
Greenfield Law Group, P.A.	1/12/2015	Boca Raton
Insurance Care Direct	1/26/2015	Deerfield Beach
Jetro Cash & Carry	1/21/2015	Miami
Ohio National Financial Services	1/6/2015	Fort Lauderdale
One Blood, Inc.	1/9/2015	Coral Springs
Ovation Food Services	1/29/2015	West Palm Beach
Proliant, Inc.	1/22/2015	Fort Lauderdale
The Logistic Marketing Group	1/29/2015	Doral
Thornton Tomasetti, Inc.	1/26/2015	Fort Lauderdale

EDP SALES MISSIONS

Employer	City
1 st Choice Tech Support	Boynton Beach
Advanced Quality Company, LLC	Pompano
Advanced Restoration & Company, Inc.	Deerfield Beach
Atlas Packaging & Displays	Opa-locka
Baron USA, LLC	Miami
Catholic Health Services	Fort Lauderdale
Chasqui Express	Indiantown
Circlebeback Lending	Boca Raton
DLA, Inc.	Doral
Elegant Parties	Pompano Beach
FL Department of Highway Safety & Motor Vehicles	Deerfield Beach
Florida Fluid System Technologies	Oakland Park
Florida Tax Specialist	Margate
Fox, Rothschild, LLP	West Palm Beach
G A Food Services Inc	Fort Lauderdale
Global Heavy Equipment Appraisal Service, Inc.	Fort Lauderdale
Global Parts Support, Inc.	Fort Lauderdale
Greenfield Law Group, P.A.	Boca Raton
Health Insurance Plan Administrators, (HIP)	Hollywood
Hoover Canvas Products	West Palm Beach
Invicta Watch Company	Hollywood
ISA Graphic	Delray Beach
Jetro Cash & Carry	Miami
Merit Floors, Inc.	Pompano Beach
Ohio National Financial Service	Fort Lauderdale
Oneblood, Inc.	Coral Springs
Ovation Food Services	West Palm Beach
Palm Beach County School District	West Palm Beach
Proliant, Inc.	Fort Lauderdale
QMed Corporation	Fort Lauderdale
Renegade Club, Inc.	Fort Lauderdale
The Logistic Marketing Group	Doral
Thornton Tomasetti, Inc.	Fort Lauderdale
Unity Automotive, LLC	Boynton Beach

CORPORATE AND COMMUNITY OUTREACH OFFICE – JANUARY ACTIVITIES:

CAREER DAY

The South Florida Regional Transportation Authority (SFRTA) Corporate and Community Outreach (CCO) staff took part in the annual career day for Virginia Shuman Young Montessori School in Fort Lauderdale. Four presentations were provided to 2nd and 3rd graders on the importance of using public transportation, train safety information from Operation Lifesaver and career opportunities available in the transit industry.

FAU ORIENTATION

SFRTA CCO staff worked in conjunction with Broward County Transit (BCT) to attend the Florida Atlantic University (FAU) Orientation Marketplace at its Davie Campus. New students were provided information on student transit discounts, as well as the free South Florida Education Center Shuttle Bus that provides service between the campus and Tri-Rail.

MPO SUMMITS

The SFRTA Corporate and Community Relations Liaisons staffed booths at summits held by both the Broward and Miami-Dade County's Metropolitan Planning Organization (MPO). The Broward MPO hosted its annual Safe Streets Summit, which focused on creating accessible and danger-free streets for the public with an emphasis on transit. Participants were encouraged to ride Tri-Rail to the event. The Miami-Dade MPO brought together stakeholders, agencies, national experts and the community, to contribute to a conversation about the next major transportation projects in the county during its 2015 Transportation Summit. SFRTA Executive Director Jack Stephens was part of the closing session presentation.

RAIL FUN DAY

Hundreds of children and families came out to Tri-Rail's annual "Rail Fun Day" on January 24 at the Fort Lauderdale/Hollywood International Airport Station at Dania Beach. The free day of family fun featured interactive games, giveaways, arts and crafts, food trucks, a kids' talent show and more. Many families took the train to the event, which extended free rides to children 12 and under for the day.

SOCIAL MEDIA

In preparation for the launch of Tri-Rail's first social media pages, members of the CCO office participated in several social media workshops and prepared a plan to launch the agency's first pages. A records retention system, service update posting and a plan for replying to follower comments were among the strategies implemented to ensure for a successful endeavor.

WHOLE FOODS PRESENTATION

SFRTA outreach staff in conjunction with representatives from Miami-Dade Transit (MDT) and South Florida Commuter Services (SFCS), were invited to conduct a presentation on transit benefits at the Whole Foods Corporate Office in Fort Lauderdale. The attendees were comprised of Human Resource Generalists who oversee numerous stores in the South Florida region. Information on Tri-Rail's Employer Discount Program (EDP), MDT's Corporate Discount Program and SFCS's Emergency Ride Home Program.

YATC PARTNERSHIP

The SFRTA Manager of Planning & Capital Development/EEO and the CCO Manager, visited the Youth Automotive Training Center (YATC) in Deerfield Beach and met with the Executive Director and Community Relations Manager to discuss a partnership opportunity. Through the Conference of Minority Transportation Officials (COMTO), and with the coordination of SFRTA Operations, a field trip is being planned for the YATC students to visit the SFRTA Headquarters and Hialeah Rail Yard.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- APTA Stand Up 4 Transportation Webinar
- COMTO Scholarship Committee and Coaching Webinar
- Greater Boca Raton Chamber of Commerce / Economic Development Committee
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group
- SFRTA Marketing Committee / Bi-monthly Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

January 2015

Revenue:

Train Revenue

For January 2015 year-to-date (YTD) actual revenue decreased \$71,075 or 1% when compared to fiscal year (FY) 2015 YTD budgeted revenue. Actual revenue for FY 2015 YTD increased by \$16,254 or remained even when compared to FY 2014 YTD actual revenue. This increase is attributed to an increase in ridership.

Expenses:

As of January 2015, the SFRTA FY 2015 YTD actual expenses are \$15,326,928 or 27% 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 \$11,482,185 or 32% below budget when compared to the FY 2015 YTD budget and increased \$720,873 or 3% 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 \$934,038 or 15% below budget when compared to the FY 2015 YTD budget, and increased \$147,563 or 3% when compared to FY 2014 YTD actual fuel expense. Fuel prices have begun to decline which should decrease the expense as well.
- Security expense for FY 2015 YTD actual is \$578,148 or 15% below budget when compared to the FY 2015 YTD budget, and increased \$135,829 or 4% 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 \$229,402 or 7% below budget when compared to the FY 2015 YTD budget and decreased \$483,853 or 13% 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 we haven't as of yet. This is the reason for the decrease in FY 2015.
- Insurance expense for FY 2015 YTD actual is \$178,131 or 7% below budget when compared to the FY 2015 YTD budget and increased \$379,046 or 19% 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 \$1,853,625 or 15% below budget when compared to the FY 2015 YTD budget and increased \$445,639 or 4% 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 \$1,440,224 or 13% below budget when compared to the FY 2015 YTD budget and increased \$430,633 or 5% 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 \$413,401 or 27% below budget when compared to the FY 2015 YTD budget and increased \$15,006 or 1% when compared to FY 2014 YTD actual. This increase in FY 2015 can be attributed to a higher amount of expenses associated with the contract.

Personnel Expenses for FY 2015 YTD actual are \$765,299 or 12% below budget when compared to the FY 2015 YTD budget and increased \$474,151 or 9% when compared to the FY 2014 actual.

Professional Services for FY 2015 YTD actual are \$298,428 or 44% below budget when compared to the FY 2015 YTD budget and increased \$18,235 or 5% when compared to FY 2014 actual.

Legal Departmental expenses for FY 2015 YTD actual are \$150,141 or 31% below budget when compared to the FY 2015 YTD budget and increased \$3,864 or 1% 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 \$190,440 or 13% below budget when compared to the FY 2015 YTD budget and increased \$116,791 or 11% 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 \$44,648 or 31% below budget when compared to the FY 2015 YTD budget and increased \$25,640 or 36% when compared to FY 2014 actual.
- Materials and Supplies expense for FY 2015 YTD actual is \$4,393 or 4% below budget when compared to the FY 2015 YTD budget and increased \$5,041 or 5% when compared to FY 2014 actual. This increase in FY 2015 can be attributed to a greater amount of purchases throughout the year.
- Telecommunications expense for FY 2015 YTD actual is approximately \$2,225 or 1% below budget when compared to the FY 2015 YTD budget and increased approximately \$68,434 or 29% when compared to the FY 2014 YTD actual due to an increase in monthly charges, usages as well as new phone lines.
- Office Rent for FY 2015 YTD actual is \$3,766 or 1% below budget when compared to the FY 2015 YTD budget and increased \$28,376 or 8% when compared to the FY 2014 actual. This is attributed to the base rent increase per our agreement.

Corporate & Community Outreach expenses for FY 2015 YTD actual are \$70,726 or 19% below budget when compared to the FY 2015 YTD budget and increased approximately \$3,813 or 1% when compared to the FY 2014 YTD actual.

- Marketing Contract for FY 2015 YTD actual is \$30,382 or 10% below budget when compared to the FY 2015 YTD budget and increased approximately \$1,210 or remained even when compared to the FY 2014 actual. This increase is attributed to slightly higher expenses associated with the contract in January.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
1/01/15 TO 1/31/15**

REVENUE	JANUARY 2015 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2014-15 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$1,154,002	\$7,655,889	\$7,726,964	(\$71,075)	\$13,064,845	\$5,408,956
Interest Income / Other Income	77,512	298,765	189,581	109,184	325,000	26,235
TOTAL TRAIN REVENUE	\$1,231,514	\$7,954,654	\$7,916,545	\$38,109	\$13,389,845	\$5,435,191
OPERATING ASSISTANCE						
Statutory Operating Assistance	-	8,650,002	10,091,669	(1,441,667)	17,300,000	8,649,998
Statutory Dedicated Funding	-	6,649,998	7,758,331	(1,108,333)	13,300,000	6,650,002
Statutory Maintenance of Way FHWA	3,010,704	3,010,704	7,640,000	(4,629,296)	14,400,000	11,389,296
FTA Assistance	-	1,697,170	2,333,331	(636,161)	4,000,000	2,302,830
FTA-Designated Recipient Fees	-	8,818,091	13,129,255	(4,311,164)	23,100,000	14,281,909
FTA-JARC/New Freedom Program Fee	-	120,750	175,000	(54,250)	300,000	179,250
FTA-JARC/New Freedom Program Match	-	19,070	29,169	(10,099)	50,000	30,930
Statutory Counties Contribution	-	211,833	279,268	(67,435)	375,890	164,057
Statutory Counties Contribution	1,565,000	4,695,000	4,695,000	-	4,695,000	-
Gas Tax Transfer	-	-	816,669	(816,669)	1,400,000	1,400,000
SFRTA Reserves	-	-	2,238,623	(2,238,623)	3,837,636	3,837,636
Other Local Funding	-	120,593	171,933	(51,340)	294,740	174,147
TOTAL ASSISTANCE	4,575,704	33,993,211	49,358,248	(15,365,037)	83,053,266	49,060,055
TOTAL REVENUE	\$5,807,218	\$41,947,865	\$57,274,793	(\$15,326,928)	\$96,443,111	\$54,495,246

EXPENSES	JANUARY 2015 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2014-15 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	3,130,107	24,247,816	35,730,001	11,482,185	59,293,030	35,045,214
Train and Station Maintenance	1,619,306	10,895,261	12,748,886	1,853,625	22,151,447	11,256,186
Personnel Expenses	795,313	5,702,634	6,467,933	765,299	11,081,154	5,378,520
Professional Fees	37,500	387,199	685,627	298,428	1,187,400	800,201
Legal	47,934	340,084	490,225	150,141	838,244	498,160
General & Administrative Expenses	281,383	1,222,133	1,412,573	190,440	2,338,337	1,116,204
Corporate & Community Outreach	35,130	295,903	366,629	70,726	628,500	332,597
Reserve	-	-	291,669	291,669	499,999	499,999
Expenses Transferred to Capital	(139,455)	(1,143,165)	(918,750)	224,415	(1,575,000)	(431,835)
TOTAL EXPENSES	\$ 5,807,218	\$ 41,947,865	\$ 57,274,793	\$ 15,326,928	\$ 96,443,111	\$ 54,495,246

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
JANUARY 31, 2015 & 2014

	Curent Year							Prior Year Comparison		
	January 2015 Actual	January 2015 Budget	Variances	FY 2015 YTD Actual	YTD Budget	Variances	%	FY 2014 YTD Actual	Variances	%
Revenues:										
Train Revenue	\$1,154,002	\$1,194,285	(40,283)	\$7,655,889	\$7,726,964	-\$71,075	-1%	\$7,639,635	\$16,254	0%
Interest/Dividend Income	77,512	27,083	50,429	298,765	189,581	109,184	58%	242,823	55,942	23%
Total Train Revenue	1,231,514	1,221,368	10,146	7,954,654	7,916,545	38,109	0%	7,882,458	72,196	1%
Operating Assistance:										
Statutory Operating Assistance	-	1,441,667	(1,441,667)	8,650,002	10,091,669	(1,441,667)	-14%	8,213,117	436,885	5%
Statutory Dedicated Funding	-	1,108,333	(1,108,333)	6,649,998	7,758,331	(1,108,333)	-14%	7,086,883	(436,885)	-6%
Statutory Maintenance of Way	3,010,704	3,200,000	(189,296)	3,010,704	7,640,000	(4,629,296)	-61%	-	3,010,704	0%
FHWA	-	475,000	(475,000)	1,697,170	2,333,331	(636,161)	-27%	2,148,366	(451,196)	0%
FTA Assistance	-	59,001	(59,001)	8,818,091	13,129,255	(4,311,164)	-33%	9,753,769	(935,678)	0%
FTA-Designated Recipient Fees	-	45,000	(45,000)	120,750	175,000	(54,250)	-31%	358,966	(238,216)	-66%
FTA-JARC/New Freedom Program Fee	-	14,167	(14,167)	19,070	29,169	(10,099)	-35%	26,726	(7,656)	-29%
FTA-JARC/New Freedom Program Match	-	105,324	(105,324)	211,833	279,268	(67,435)	-24%	279,384	(67,551)	-24%
Statutory Counties Contribution	1,565,000	1,565,000	-	4,695,000	4,695,000	-	0%	4,695,000	-	0%
Gas Tax Transfer	-	116,667	(116,667)	-	816,669	(816,669)	-100%	-	-	0%
SFRTA Reserves	-	319,803	(319,803)	-	2,238,623	(2,238,623)	-100%	-	-	0%
Other Local Funding	-	44,562	(44,562)	120,593	171,933	(51,340)	-30%	111,170	9,423	8%
Total Operating Assistance	4,575,704	8,494,524	(3,918,820)	33,993,211	49,358,248	(15,365,037)	-31%	32,673,381	1,319,830	4%
Total Revenue	\$5,807,218	\$9,715,892	(\$3,908,674)	41,947,865	\$57,274,793	(15,326,928)	-27%	40,555,839	1,392,026	3%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
JANUARY 31, 2015 & 2014

	Curent Year							Prior Year Comparison		
	January 2015 Actual	January 2015 Budget	Variances	FY 2015 YTD Actual	YTD Budget	Variances	%	FY 2014 YTD Actual	Variances	%
Expenses:										
Train Operations										
Train Operations Contract	\$906,764	\$1,253,963	(347,199)	\$6,766,498	\$6,872,849	(106,351)	-2%	\$6,581,261	185,237	3%
Train Operation - Fuel	594,049	1,081,875	(487,826)	5,414,087	6,348,125	(934,038)	-15%	5,266,524	147,563	3%
Emergency Bus Service	1,864	14,983	(13,119)	28,886	32,083	(3,197)	-10%	18,498	10,388	0%
Security Contract	459,679	585,062	(125,383)	3,237,286	3,815,434	(578,148)	-15%	3,101,457	135,829	4%
Feeder Bus	500,340	681,778	(181,438)	3,178,044	3,407,446	(229,402)	-7%	3,661,897	(483,853)	-13%
Station Utilities	94,948	150,000	(55,052)	392,113	628,572	(236,459)	-38%	335,717	56,396	17%
EMS Boards	36,417	45,167	(8,750)	108,547	114,811	(6,264)	-5%	48,561	59,986	124%
Revenue Collection	1,299	43,583	(42,284)	216,949	317,583	(100,634)	-32%	425,210	(208,261)	0%
Insurance	103,815	181,947	(78,132)	2,421,869	2,600,000	(178,131)	-7%	2,042,823	379,046	19%
APTA Dues	-	1,583	(1,583)	-	11,083	(11,083)	-100%	-	-	0%
ROW Maintenance	99,923	1,306,250	(1,206,327)	232,456	9,143,194	(8,910,738)	-97%	174,752	57,704	0%
TVM Maintenance	3,475	34,333	(30,858)	100,333	100,333	(70,979)	-71%	88,465	(59,111)	-67%
Smart Card	752	16,500	(15,748)	26,582	45,500	(18,918)	-42%	1,042	25,540	0%
Dispatch	326,782	493,284	(166,502)	2,195,145	2,292,988	(97,843)	-4%	1,780,736	414,409	23%
Total Train Operations	3,130,107	5,890,308	(2,760,201)	24,247,816	35,730,001	(11,482,185)	-32%	23,526,943	720,873	3%
Train and Station Maintenance										
Train Maintenance	1,463,660	1,794,155	(330,495)	9,756,070	11,196,294	(1,440,224)	-13%	9,325,437	430,633	5%
Station Maintenance	155,646	321,799	(166,153)	1,139,191	1,552,592	(413,401)	-27%	1,124,185	15,006	1%
Total Train and Station Maintenance	1,619,306	2,115,954	(496,648)	10,895,261	12,748,886	(1,853,625)	-15%	10,449,622	445,639	4%
Personnel Expenses										
Salaries and Wages	570,043	875,926	(305,883)	4,116,652	4,731,034	(614,382)	-13%	3,850,893	265,759	7%
Taxes	45,459	69,522	(24,063)	314,988	416,654	(101,666)	-24%	295,278	19,710	7%
Group Insurance	122,773	135,775	(13,002)	857,963	891,792	(33,829)	-4%	728,858	129,105	18%
Pension	57,038	91,773	(34,735)	413,031	428,453	(15,422)	-4%	353,454	59,577	17%
Total Personnel Expenses	795,313	1,172,996	(377,683)	5,702,634	6,467,933	(765,299)	-12%	5,228,483	474,151	9%
Professional Services										
Auditing Services	5,000	5,000	-	72,500	73,500	(1,000)	0%	72,500	-	0%
Professional Services	32,500	91,927	(59,427)	314,699	612,127	(297,428)	-49%	296,464	18,235	6%
Total Professional Services	37,500	96,927	(59,427)	387,199	685,627	(298,428)	-44%	368,964	18,235	5%
Legal										
Salaries and Wages	32,820	50,138	(17,318)	240,790	253,299	(12,509)	-5%	212,154	28,636	13%
Taxes	2,691	2,740	(49)	10,500	19,180	(8,680)	-45%	9,355	1,145	12%
Group Insurance	3,810	5,250	(1,440)	23,539	23,583	(44)	0%	18,484	5,055	27%
Pension	4,510	8,632	(4,122)	33,045	33,310	(265)	-1%	26,800	6,245	23%
Business Travel	2,452	3,750	(1,298)	2,631	5,250	(2,619)	-50%	3,471	(840)	-24%
Membership/Dues/Subscriptions	449	2,543	(2,094)	2,789	3,802	(1,013)	-27%	2,724	65	0%
Seminars and Training	-	1,333	(1,333)	75	2,333	(2,258)	-97%	735	(660)	0%
Legal Services	1,202	21,667	(20,465)	26,715	149,468	(122,753)	-82%	62,497	(35,782)	0%
Total Legal	47,934	96,053	(48,119)	340,084	490,225	(150,141)	-31%	336,220	3,864	1%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
JANUARY 31, 2015 & 2014

	Curent Year							Prior Year Comparison		
	January 2015 Actual	January 2015 Budget	Variances	FY 2015 YTD Actual	YTD Budget	Variances	%	FY 2014 YTD Actual	Variances	%
General and Administrative Expenses										
Bank & Credits Cards Fees	8,226	13,833	(5,607)	80,246	85,333	(5,087)	-6%	69,120	11,126	16%
Building Maintenance	10,001	15,875	(5,874)	53,006	73,125	(20,119)	-28%	64,151	(11,145)	-17%
Business Travel	43,606	50,350	(6,744)	97,802	142,450	(44,648)	-31%	72,162	25,640	36%
Materials & Supplies	43,817	53,333	(9,516)	109,356	113,749	(4,393)	-4%	104,315	5,041	5%
Membership/Dues/Subscriptions	5,129	30,171	(25,042)	93,185	95,197	(2,012)	-2%	107,432	(14,247)	-13%
Office Rent	57,772	59,491	(1,719)	398,671	402,437	(3,766)	-1%	370,295	28,376	8%
Printing & Advertising	7,322	9,496	(2,174)	12,568	31,472	(18,904)	-60%	15,457	(2,889)	-19%
Seminars and Training	7,306	13,212	(5,906)	22,055	92,484	(70,429)	-76%	21,598	457	2%
Telecommunications	89,705	100,583	(10,878)	307,483	309,708	(2,225)	-1%	239,049	68,434	29%
Vehicle Operations & Maintenance	8,232	10,750	(2,518)	33,567	47,250	(13,683)	-29%	38,482	(4,915)	-13%
Miscellaneous Personnel Expenses	267	11,767	(11,500)	14,194	19,368	(5,174)	-27%	3,281	10,913	0%
Total General and Administrative Exp	281,383	368,861	(87,478)	1,222,133	1,412,573	(190,440)	-13%	1,105,342	116,791	11%
Corporate & Community Outreach Expenses										
Special Programs	-	1,000	(1,000)	-	7,000	(7,000)	-100%	-	-	0%
Customer Service/Information	2,780	9,292	(6,512)	32,390	65,043	(32,653)	-50%	29,999	2,391	8%
Corporate & Community Outreach Contract	32,165	50,667	(18,502)	261,286	291,668	(30,382)	-10%	260,076	1,210	0%
Promotional Materials	185	3,417	(3,232)	2,227	2,918	(691)	-24%	2,015	212	0%
Total Corporate & Community Outreach Expenses	35,130	64,376	(29,246)	295,903	366,629	(70,726)	-19%	292,090	3,813	1%
Reserves and Transfers										
Reserve	-	41,667	(41,667)	-	291,669	(291,669)	-100%	-	-	0%
Expenses Transferred to Capital	(139,455)	(131,250)	(8,205)	(1,143,165)	(918,750)	(224,415)	24%	(751,825)	(391,340)	0%
Total Reserves and Transfers	(139,455)	(89,583)	(49,872)	(1,143,165)	(627,081)	(516,084)	82%	(751,825)	(391,340)	0%
Total Expenses	5,807,218	9,715,892	(3,908,674)	41,947,865	57,274,793	(15,326,928)	-27%	40,555,839	1,392,026	3%
Net Income	-	-	-	-	-	-	0%	-	-	0%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
JANUARY 31, 2015

ASSETS

Current assets:

Cash and cash equivalents	\$ 70,941,996
Accounts receivable:	
State Grants	4,096,442
Federal Grants	27,483,307
Counties	1,785,626
Other	1,420,787
Prepaid expenses	<u>488,260</u>
Total current assets	<u>106,216,418</u>

Noncurrent assets:

Capital assets (net of accumulated depreciation)	<u>549,769,218</u>
Total noncurrent assets	<u>549,769,218</u>
Total assets	<u><u>\$ 655,985,636</u></u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 1,693,416
Accruals	6,503,737
Compensated absences	447,762
Deferred revenue	1,787,170
Due to other governmental units	<u>117,732</u>
Total current liabilities	<u>10,549,817</u>

Noncurrent liabilities:

Compensated absences	671,643
Deposits	8,214,060
Advances from FDOT	<u>2,000,000</u>
Total noncurrent liabilities	<u>10,885,703</u>
Total liabilities	<u><u>\$ 21,435,520</u></u>

NET ASSETS

Invested in Capital Assets	549,769,218
Reserved for Capital Projects	50,583,001
Unrestricted	<u>34,197,897</u>
Total net assets	<u>634,550,116</u>
Total liabilities and net assets	<u><u>\$ 655,985,636</u></u>



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During January 2015, the SFRTA's Accounts Payable division processed 387 invoices totaling \$6,939,262.37 and disbursed 206 checks, excluding payroll, totaling \$12,195,821.13.

Invoices over \$2,500 represent 30.6% (63 checks) of all invoices processed in the month of January, and represent 99.4% of the value (\$12,118,935.29) of all checks processed in January 2015.

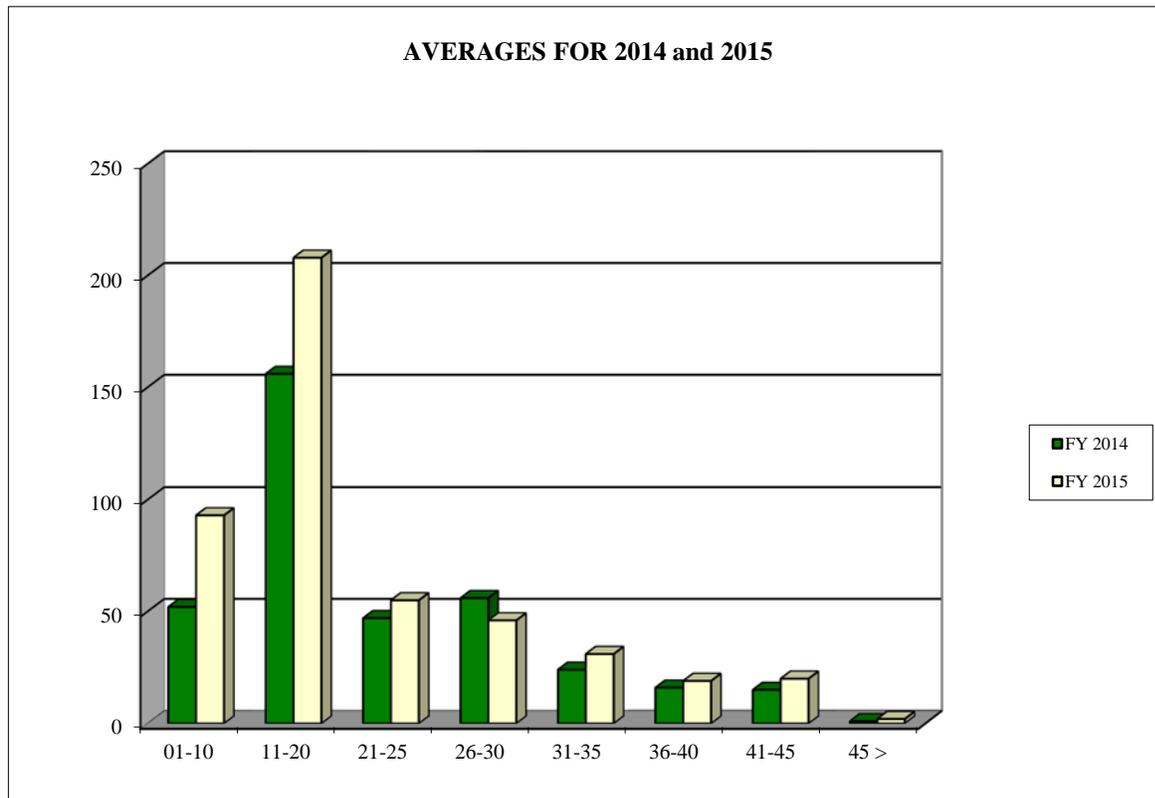
Accounts Payable processed 50.8 (32 checks) of the checks over \$2,500 within the 21-25 days, with 61.9% (39 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - JANUARY 2015**

AGENDA ITEM NO. F

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	19.6%	0 -10 Days	14.2%
11-20 Days	43.9%	11-20 Days	42.5%
21-25 Days	11.6%	21-25 Days	12.8%
26-30 Days	9.7%	26-30 Days	15.3%
31-35 Days	6.5%	31-35 Days	6.5%
36-40 Days	4.0%	36-40 Days	4.4%
41-45 Days	4.2%	41-45 Days	4.1%
Over 45 Days	0.4%	Over 45 Days	0.3%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
JANUARY 1, 2015 TO JANUARY 31, 2015**

INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	9	14.3%	14.3%
11-20 days	16	25.4%	39.7%
21-25 days	7	11.1%	50.8%
26-30 days	7	11.1%	61.9%
31-35 days	8	12.7%	74.6%
36-40 days	10	15.9%	90.5%
41-45 days	6	9.5%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	63	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015
INFORMATION ITEM: PAYMENTS OVER \$2,500
JANUARY 1 TO JANUARY 31, 2015**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
12/5/2014	12/19/2014	1/5/2015	1/6/2015	32	CSX TRANSPORTATION	Bridge tender and utilities -10/11-11/17/14	22,685.16
12/9/2014	12/29/2014	1/5/2015	1/13/2015	35	G4S SECURE SOLUTIONS USA	Cust# 006038 - w/e 12/01-12/07/14	220,852.27
12/11/2014	12/19/2014	1/5/2015	1/6/2015	26	MINUTEMAN PRESS	Shuttle Bus	4,069.00
12/1/2014	12/22/2014	1/5/2015	1/6/2015	36	THOMPSON COBURN LLP	File #42401/26734	2,748.94
1/7/2015	1/7/2015	1/9/2015	1/9/2015	2	AON RISK SERVICES INC	Policy #we1400724-02	85,758.00
1/5/2015	1/5/2015	1/9/2015	1/13/2015	8	FLORIDA POWER & LIGHT	Dec Invoices	5,073.84
12/23/2014	12/29/2014	1/9/2015	1/13/2015	21	G4S SECURE SOLUTIONS USA	Cust# 006038 -12/15-12/21/14	107,560.01
12/1/2014	12/11/2014	1/9/2015	1/13/2015	43	BOMBARDIER MASS TRANSIT CORPOR	Contract #06-113 camera insp july, aug, sept	11,130.00
12/31/2014	1/7/2015	1/9/2015	1/13/2015	13	COMTO	Comto ft lauderdale - fy2015	7,050.00
12/15/2014	12/23/2014	1/12/2015	1/12/2015	28	BV OIL COMPANY	Jan. Invoices	341,319.80
1/13/2015	1/15/2015	1/16/2015	1/21/2015	8	AON RISK SERVICES INC	Policy# PD1060700 Term: 12/31/14-12/31/15	468,554.97
1/8/2015	1/13/2015	1/16/2015	1/21/2015	13	FLORIDA POWER & LIGHT	Jan Invoices	8,575.14
1/6/2015	1/9/2015	1/16/2015	1/21/2015	15	G4S SECURE SOLUTIONS USA	2900 Sheridan Street Meter #KNL7440 12/09/14-01/09/15	228,991.91
12/18/2014	12/31/2014	1/16/2015	1/21/2015	34	HDR ENGINEERING INC	Contract #10-017g wo #2 inv #19	27,983.32
1/14/2015	1/6/2015	1/16/2015	1/21/2015	7	TRANSDEV SERVICES, INC.	Credit against inv 209	1,892,385.13
1/8/2015	1/9/2015	1/16/2015	1/16/2015	8	BANK OF AMERICA	BOA 01/04/15	11,567.01
1/2/2015	1/5/2015	1/16/2015	1/21/2015	19	ERICKS CONSULTANTS	Consulting services - Dec 2014	20,500.00
12/15/2014	12/31/2014	1/16/2015	1/21/2015	37	MERIDIAN MANAGEMENT CORPORATIO	11/01-11/30/14 Station maintenance	150,881.28
12/23/2014	1/8/2015	1/16/2015	1/21/2015	29	MIAMI DADE	Oct 2014 mou fees, it recurring chgs, cc proc fees	55,557.65
12/19/2014	1/12/2015	1/16/2015	1/21/2015	33	RAIL TECH CONSULTANTS INC	12/18/14 Blanket Purchase Order for Parts	3,248.00
12/18/2014	12/25/2014	1/26/2015	1/26/2015	39	BOMBARDIER MASS TRANSIT CORPOR	Cable Replacement & Bumping Post	27,892.70
1/12/2015	1/20/2015	1/26/2015	1/27/2015	15	AT&T	Acct #vp07jn-12/14	65,532.45
1/9/2015	1/20/2015	1/26/2015	1/27/2015	18	AT&T	Acct #8003-000-2788 billing #cqs2893801002	25,716.64
1/12/2015	1/22/2015	1/28/2015	1/30/2015	18	CSX TRANSPORTATION	Bridge tender and utilities -10/31-12/31/14	40,452.41
1/20/2015	1/22/2015	1/28/2015	1/30/2015	10	FLORIDA POWER & LIGHT	Acct# 66253-69530	9,149.27
1/20/2015	1/21/2015	1/28/2015	1/30/2015	10	G4S SECURE SOLUTIONS USA	12/29/14-01/04/15 ARMED SECURITY	216,814.99
1/6/2015	1/14/2015	1/28/2015	1/30/2015	24	KEOLIS TRANSIT SERVICES, LLC	12/16-12/31/14 Keolis Base Bus Service.	164,917.25
1/20/2015	1/21/2015	1/28/2015	1/30/2015	10	GOVERNMENT AFFAIRS FTI CONSULTING LLC	Contract #13-007 matter #435679.0001 12/14	12,000.00
1/28/2015	1/28/2015	1/28/2015	1/30/2015	2	PROLOGIS TRUST	February 2015 rent	55,680.79
12/23/2014	12/31/2014	1/28/2015	1/30/2015	38	ROADMASTER ENGINEERING, INC.	Draw id r14-4688	6,312.00
12/23/2014	1/2/2015	1/29/2015	1/29/2015	37	BV OIL COMPANY	Jan. Invoices	328,154.33
1/6/2015	1/14/2015	1/29/2015	1/29/2015	23	NATIONAL RAILROAD PASSENGER	Dec 2014 Amtrak Dispatch / Incentive Contract.	286,320.00
1/5/2015	1/29/2015	1/30/2015	2/3/2015	29	GOODMAN PUBLIC RELATIONS INC.	Fall 2014 Marketing Events - Rail Fun Day	12,165.00
12/22/2014	1/26/2015	1/30/2015	2/3/2015	43	COMMUNICATIONS SPECIALIST LEVERAGE INFORMATION SYSTEMS	LED Panels for VMS Signs	32,768.40
1/12/2015	1/27/2015	1/30/2015	2/3/2015	22	RESPECT OF FLORIDA	Cust# 90-Cobrer	5,122.77
				35	TOTAL OPERATING EXPENDITURES		4,965,490.43

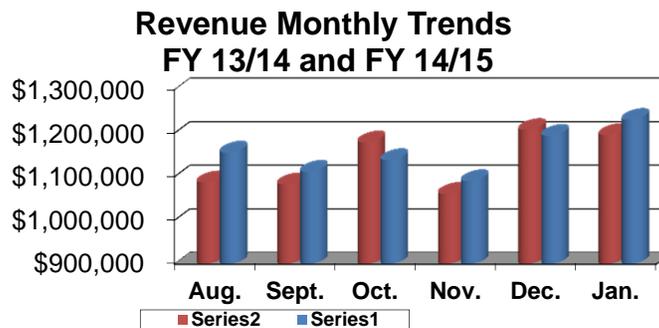
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 27, 2015
INFORMATION ITEM: PAYMENTS OVER \$2,500
JANUARY 1 TO JANUARY 31, 2015**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
12/17/2014	12/17/2014	1/5/2015	1/7/2015	21	ANSALDO STS USA, INC.	Installation of voice workstations	4,007,510.08
12/1/2014	12/19/2014	1/5/2015	1/7/2015	37	CH2M HILL, INC.	Contract #10-018-b wo #3 inv #40	82,614.67
12/24/2014	12/30/2014	1/5/2015	1/7/2015	14	CITY OF WEST PALM BEACH	Reimb under jarc grant 052 10/27-11/23/14	18,275.40
12/17/2014	12/18/2014	1/5/2015	1/6/2015	20	HDR ENGINEERING INC	Add funds for project manager for the Wave Modern Streetcar.	1,279,054.58
11/24/2014	12/19/2014	1/5/2015	1/7/2015	44	KIMLEY HORN AND ASSOCIATES	Agreement# 09-007(d) work order 30 invoice 9	17,372.83
12/18/2014	12/25/2014	1/5/2015	1/7/2015	20	MAE VOLEN SENIOR CENTER	Reimb under NF grant for month of Nov 2014	129,319.83
11/30/2014	12/19/2014	1/5/2015	1/7/2015	38	PARSONS BRINCKERHOFF, INC.	Contract 10-017(a) work order #8 invoice #5	58,419.67
12/8/2014	12/19/2014	1/9/2015	1/13/2015	36	GOVERNMENT SERVICES GROUP, INC	Purchase Order issued to Government Services Group, Inc.	12,951.78
12/11/2014	12/23/2014	1/9/2015	1/13/2015	33	HDR ENGINEERING INC	Contract #09-007a wo #11 inv #1	5,582.63
11/30/2014	12/23/2014	1/9/2015	1/13/2015	44	KIMLEY HORN AND ASSOCIATES	Contract #09-007d wo #23 inv #25	27,912.55
12/8/2014	12/23/2014	1/9/2015	1/13/2015	36	PARSONS BRINCKERHOFF, INC.	Project 10-017(a) wo# 5 inv# 12	67,193.49
12/19/2014	12/23/2014	1/9/2015	1/13/2015	25	PARSONS TRANSPORTATION GROUP	Contract 14-006-wave	318,160.24
12/10/2014	12/16/2014	1/12/2015	1/12/2015	33	BROOKVILLE EQUIPMENT CORP.	Milestone SF 16-6 Rev NS U/M each	209,890.00
12/22/2014	12/23/2014	1/16/2015	1/21/2015	30	CH2M HILL, INC.	Agreement# 10-018(b) wo #8 inv #16	11,741.15
12/10/2014	12/31/2014	1/16/2015	1/21/2015	42	GANNETT FLEMING INC	Contract# 10-017 (b) wo#10 inv #8	51,955.67
12/18/2014	12/29/2014	1/16/2015	1/21/2015	34	HDR ENGINEERING INC	Contract #10-017-g work order #5 invoice #9	22,835.22
12/15/2014	12/31/2014	1/16/2015	1/21/2015	37	JACOBS ENGINEERING GROUP INC.	Contract# 09-007c work order #14 invoice #10	6,556.82
12/23/2014	1/7/2015	1/16/2015	1/21/2015	29	KIMLEY HORN AND ASSOCIATES	Agreement# 09-007(d) work order 30 invoice 10	11,296.84
12/19/2014	1/5/2015	1/16/2015	1/21/2015	33	PARSONS BRINCKERHOFF, INC.	Project 10-017(a) wo# 5 inv# 13	43,993.33
1/6/2015	1/9/2015	1/16/2015	1/21/2015	15	PEARL TRANSIT CORP	Reimb of nf grant 050. 10/18-12/26/14	32,627.86
12/23/2014	1/14/2015	1/16/2015	1/21/2015	29	T.Y. LIN INTERNATIONAL	Contract 10-017-c work order #4 invoice #3	3,189.77
1/16/2015	1/20/2015	1/28/2015	1/29/2015	13	CITY OF FORT LAUDERDALE	Reimb of nf grant 082.09/01-09/30/14	4,733.73
1/8/2015	1/9/2015	1/28/2015	1/30/2015	22	KIMLEY HORN AND ASSOCIATES	Contract #09-007d wo #34 inv #5	75,915.42
12/18/2014	1/9/2015	1/28/2015	1/30/2015	43	PARSONS BRINCKERHOFF, INC.	Project# 10-18(a) wo #2 inv #15	87,698.14
1/13/2015	1/20/2015	1/28/2015	1/30/2015	17	USAT CORP	LTE 694-960/1710-2170 MHz = 20 Feet RF-195 with SMA-plug	3,543.00
12/24/2014	12/30/2014	1/29/2015	1/7/2015	14	BROOKVILLE EQUIPMENT CORP.	Fully compliant locomotives	209,890.00
1/20/2015	1/26/2015	1/30/2015	2/3/2015	14	CITY OF LAUDERHILL	Reimb under JARC Grant 065- 01/13-03/14	309,126.00
1/22/2015	1/26/2015	1/30/2015	2/3/2015	12	SOUTH FLORIDA URBAN MINISTRIES	Reimb of nf grant 082. 02/01-03/31/14	44,084.16
				28	TOTAL CAPITAL EXPENDITURES		7,153,444.86
	Item Total			63	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 12,118,935.29

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT-JANUARY 2015**

REVENUE -JANUARY 2015

DESCRIPTION	Jan-14	Jan-15	VARIANCE	%
Weekday Sales	971,013	913,546	(57,467)	-5.9%
Weekend Sales	205,622	240,456	34,835	16.9%
Other Income	20,071	77,513	57,442	286.2%
Total Revenue	1,196,706	1,231,515	34,809	2.9%

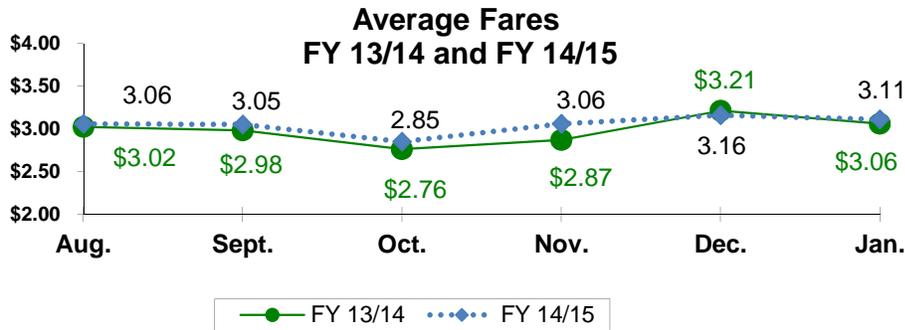


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- JANUARY 2015**

SALES BY TICKET TYPE	JANUARY 2014	JANUARY 2015	PERCENT CHANGE ⁽¹⁾
Palm Beach Schools	27,550	30,750	12%
Employer Disc. Program	161,999	133,549	-18%
Group Tour Sales	838	233	-72.2%
Station Sales:			
One-Way	440,639	439,668	-0.2%
Roundtrip	249,643	246,607	-1.2%
12 Trips	41,860	40,236	-3.9%
Monthly	59,800	64,800	8.4%
Monthly Reg. Pass	26,390	15,300	-42.0%
One-Way Discount	7,107	5,756	-19.0%
Roundtrip Discount	10,361	7,820	-24.5%
Monthly Discount	44,356	36,900	-16.8%
Monthly Disc. Reg. Pass	24,578	13,263	-46.0%
Stored Value	81,129	119,121	46.8%
Card Deposits	386		
Total Station Sales	986,248	989,470	
Total Sales	1,176,635	1,154,002	-1.9%

AVERAGE FARE

3.06	3.11
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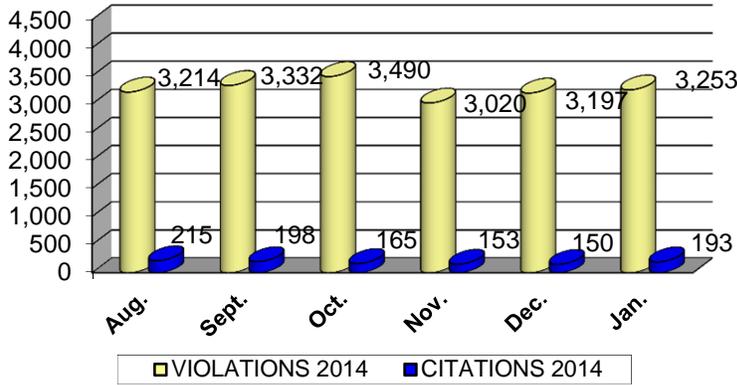
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
AUGUST 2014 THROUGH JANUARY 2015**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
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%
NOVEMBER 2014	424,072	3,020	153	2,861	120%
DECEMBER 2014	444,040	3,197	150	3,044	123%
JANUARY 2015	442,632	3,253	193	3,060	119%
AVERAGE	454,469	3,251	179	3,067	124%

FARE EVASION % **0.73%**

FINES **\$** **10,635**

**Fare Violations / Citations
2014**





Solicitation Status Report January 2015

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
No Solicitations are currently being advertised for the Month of January, 2015							



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of January 2015**

AGENDA ITEM NO: I

Contract/ Purchase Order No.	Contract /Project Description	Contract Action	Amount \$
15-000285	CONTRACTOR: ETA PHI SYSTEMS, INC. DESCRIPTION: Maintenance and Continuity Services of the existing GeoFocus Passenger Information System	Purchase Order	\$13,600.00
15-000278	CONTRACTOR: USAT CORP. DESCRIPTION: WI-FI Antennas	Purchase Order	\$10,840.00



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of January 2015**

AGENDA ITEM: J

Date Signed	Description	Contract Action	Amount \$
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of January, 2015	N/A	N/A



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

JANUARY 2015

PRESENTED BY



**ANTHONY STRIANESE
PROJECT MANAGER**

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

JANUARY 2015

During the month of January 2015, 3652 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, four (4) Thefts, one (1) Auto Theft Recovered, one (1) Drug Offense, two (2) Auto Burglary, two (2) Batteries, one (1) Aggravated Battery, and one (1) Train Vs. Vehicle. A total of two (2) Arrests were made this month.

MAJOR INCIDENTS

Train Vs. Vehicle-non fatality

IR# 01-15-2105

This incident occurred on 01/19/2015, Monday, at 0900 hours. A Honda Accord was on the tracks at 48th Street crossing, at MM 1000.2 (Deerfield Beach). Vehicle driver (sole occupant) was transported to Broward General Hospital for treatment of injuries. Broward Sheriff's Case # 10-501-2716.

OPA LOCKA STATION

Theft

IR #: 01-15-242

This incident occurred on Saturday, Jan 3, 2015, between the inclusive time(s) of 1025 – 1651. A commuter reported that between the listed time and date, person(s) unknown stole her red in color bicycle, (model name, serial number, model number unknown), from a bicycle rack located at the station. The victim proceeded to the Opa-Locka, FL Police Department to file a formal report.

BOYNTON BEACH STATION

Theft

IR #:01-15-1007

This incident occurred between the inclusive time(s) of 0800-1630, Friday, January 9th 2015. Person(s) unknown stole the victim's yellow in color Mongoose bicycle and the cable used to secure it. The Boynton Beach Police Department was notified and filed a telephonic report. Case # is 15-1230.

MANGONIA PARK STATION

Theft

IR #: 01-15-1176

This incident occurred onboard P678 train. The subject and victim became engaged in a physical altercation, after the victim observed the subject in possession of his computer tablet. Upon arrival of the train to the Mangonia Park Station, the victim was treated and released for minor injuries and the Palm Beach County Sheriff's Department completed a formal report, #15-024874.

Auto Burglary

IR #: 01-15-1944

This incident occurred between 0610 and 0730, Saturday, January 17th 2014. A Palm Beach County Deputy Sheriff reported that he observed that the driver's side window of Gold in color Toyota had been shattered. The CPO made contact with the victim and he provided specifics regarding this incident. PBCSO Case #: is 15-027115.

Drug Offense

IR# 01-15-2915

This incident occurred at 2015 hours, Sunday, January 25th 2015, the conductor of the P686 northbound train located a large bag containing suspected marijuana and presented the bag to the C.P.O. The C.P.O. contacted The Palm Beach County Sheriff's Department who responded to the listed station and took custody of the suspected contraband. The PBCSO case # is **15-033083**.

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

JANUARY 2015

WEST PALM BEACH STATION

Auto Theft Recovered

IR # 01-15-2009

This incident occurred on 01/18/2015. The C.P.O. had observed a gray in color Ford Mustang, with missing license plates, in the parking facility of the West Palm Beach Station. The vehicle had been observed earlier in the week, with the license plates affixed. The West Palm Beach, FL P.D. was notified and an inquiry into the NCIC revealed the vehicle to be stolen. The vehicle was towed from the scene, as authorized by the Police Department. The P.D. Case #: is 15-1010.

LAKE WORTH STATION

Battery

IR #: 01-15-2085

This incident occurred on Monday, 01/19/2015. A male and female subject became engaged in a verbal altercation that escalated into a physical altercation at the station. The male subject fled the scene. The Palm Beach County Sheriff's Office responded and filed a formal report pursuant to Case #: **027-831**. Neither party was treated for injuries as a result of the incident.

Auto Burglary

IR# 01-15-3256

This incident occurred on Wednesday, 01/28/2015, the victim reported that between the inclusive times of 0745-1520, 01/28/2015, person(s) unknown forcibly entered his 2006 Ford Van, by forcibly shattering the right front passenger window and once access was gained, the perpetrator(s) stole a MP-3 music player, model name unknown. The PBCSO responded and files a formal report pursuant to Case #: **15-031529**.

FT LAUDERDALE STATION

Aggravated Battery

ARREST

IR#: 01-15-2183

This incident occurred on Monday, 01/19/2015, two subjects became engaged in a physical altercation in the elevator at the listed station, and during the physical combat, one subject cut the other with a knife to the forehead. The Fort Lauderdale, Florida Police & Fire Rescue responded. The subject who received the laceration was treated on scene and released. The other subject was arrested for Battery by the Fort Lauderdale, FL, Police Department and transported to the Broward County Jail. The Police Case #: is **15-010917**.

Battery – (Juvenile)

ARREST

IR# 01-15-2360

This incident occurred at approximately 0950, Wednesday, 01/21/2015; a female juvenile complained that a male subject, seated directly across from her inappropriately touched her legs. The subject was removed from the train at the Fort Lauderdale, FL Station and was subsequently taken into custody for Battery. The juvenile did not sustain any injury as a result of the incident. The Fort Lauderdale, FL Police Department Case # is **15-11805**.

HOLLYWOOD STATION

Theft

IR# 01-15-2927

This incident occurred at 2235, Sunday, 01/25/2015; the victim reported that between the inclusive times of 1000 and 2130, person(s) unknown stole his "Trek" 18 speed bicycle, which was secured to a pole at the listed station. The victim did not file a police report.

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

JANUARY 2015

OUTSTANDING JOB PERFORMANCES

JANUARY 2015, C.P.O. Simmonds has gone far and beyond the call of duty to assist with a last minute project. C.P.O. Simmonds altered his schedule so that G4S was able to assist SFRTA at the Miami Airport Station.

JANUARY 15, 2015, C.P.O. Bostick, C.P.O. Smith, C.P.O. Allen, and all on duty for the day assisting with the Metropolitan Planning Organization –Board Retreat giving special attention to the activity as well as still maintaining the attention to the daily safety and security details.

JANUARY 11, 2015, C.P.O. Hernandez and C.P.O. Ippolito were advised of an emergency situation for a passenger's family member and searched the trains in order to relay this message to the passenger.

JANUARY 1, 2015 C.P.O. Bostick was involved in an altercation with a passenger who became unruly and detained the subject until the local police department arrived and took control of the arrestee.

JANUARY 2015, C.P.O. Errante received a Certificate of Recognition for his valuable contribution for the volunteer work with the Jubilee Center of South Broward. He received the Volunteer of the Year Award from this agency as well.

MONTHLY FARE EVASION REPORT

MONTH: January-2015

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
1/1/2015	4,937	6,680	70	2	68	0	135%	1.05%	3%	97%	0%
1/2/2015	10,828	14,268	97	3	94	0	132%	0.68%	3%	97%	0%
1/3/2015	7,167	6,981	54	1	53	0	97%	0.77%	2%	98%	0%
1/4/2015	6,272	6,488	77	2	75	0	103%	1.19%	3%	97%	0%
1/5/2015	14,123	14,747	97	6	91	0	104%	0.66%	6%	94%	0%
1/6/2015	15,698	17,802	135	9	126	0	113%	0.76%	7%	93%	0%
1/7/2015	15,422	17,645	124	5	119	0	114%	0.70%	4%	96%	0%
1/8/2015	15,364	18,698	106	9	97	0	122%	0.57%	8%	92%	0%
1/9/2015	14,921	19,574	127	7	120	0	131%	0.65%	6%	94%	0%
1/10/2015	6,706	6,374	74	1	73	0	95%	1.16%	1%	99%	0%
1/11/2015	5,922	6,716	70	2	68	0	113%	1.04%	3%	97%	0%
1/12/2015	15,510	18,409	149	10	139	0	119%	0.81%	7%	93%	0%
1/13/2015	15,357	18,399	141	12	129	0	120%	0.77%	9%	91%	0%
1/14/2015	14,880	18,262	117	10	107	0	123%	0.64%	9%	91%	0%
1/15/2015	15,077	18,610	125	4	121	0	123%	0.67%	3%	97%	0%
1/16/2015	14,600	19,419	121	4	117	0	133%	0.62%	3%	97%	0%
1/17/2015	7,061	6,932	66	1	65	0	98%	0.95%	2%	98%	0%
1/18/2015	5,964	6,574	62	3	59	0	110%	0.94%	5%	95%	0%
1/19/2015	10,953	13,186	109	8	101	0	120%	0.83%	7%	93%	0%
1/20/2015	15,155	19,453	136	8	128	0	128%	0.70%	6%	94%	0%
1/21/2015	15,051	16,746	104	5	99	0	111%	0.62%	5%	95%	0%
1/22/2015	15,447	18,385	143	10	133	0	119%	0.78%	7%	93%	0%
1/23/2015	14,763	19,753	140	13	127	0	134%	0.71%	9%	91%	0%
1/24/2015	7,329	7,963	50	1	49	0	109%	0.63%	2%	98%	0%
1/25/2015	5,773	7,378	71	9	62	0	128%	0.96%	13%	87%	0%
1/26/2015	15,554	18,129	119	9	110	0	117%	0.66%	8%	92%	0%
1/27/2015	14,620	17,598	130	13	117	0	120%	0.74%	10%	90%	0%
1/28/2015	14,465	18,347	116	7	109	0	127%	0.63%	6%	94%	0%
1/29/2015	14,647	17,339	110	9	101	0	118%	0.63%	8%	92%	0%
1/30/2015	14,705	18,648	137	9	128	0	127%	0.73%	7%	93%	0%
1/31/2015	7,188	7,129	76	1	75	0	99%	1.07%	1%	99%	0%
Totals	371,459	442,632	3,253	193	3060	0	119%	0.73%	6%	94%	0%

Weekly Fare Inspection Report

January-2015

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
01/01/2015-01/04/2015	29,204	34,417	298	8	290	0	118%	0.87%	3%	97%	0%
01/05/2015-01/11/2015	88,156	101,556	733	39	694	0	115%	0.72%	5%	95%	0%
01/12/2015-01/18/2015	88,449	106,605	781	44	737	0	121%	0.73%	6%	94%	0%
01/19/2015-01/25/2015	84,471	102,864	753	54	699	0	122%	0.73%	7%	93%	0%
01/26/2015-01/31/2015	81,179	97,190	688	48	640	0	120%	0.71%	7%	93%	0%
Totals	371,459	442,632	3,253	193	3,060	0	119%	0.73%	6%	94%	0%

FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
April-98	284,380	170,853	541	495	27	19	60%	0.32%	91%	5%	4%
May-98	180,788	118,150	395	350	28	18	65%	0.33%	89%	7%	5%
June-98	167,931	119,333	605	538	39	28	71%	0.51%	89%	6%	5%
July-98	164,028	114,160	753	675	56	22	70%	0.66%	90%	7%	3%
August-98	175,944	126,223	643	598	29	16	72%	0.51%	93%	5%	2%
September-98	169,522	118,346	442	419	17	6	70%	0.37%	95%	4%	1%
October-98	194,241	137,885	636	613	13	10	71%	0.46%	96%	2%	2%
November-98	172,782	123,556	564	540	11	13	72%	0.46%	96%	2%	2%
December-98	177,662	129,428	533	517	6	10	73%	0.41%	97%	1%	2%
January-99	182,432	140,296	531	509	10	12	77%	0.38%	96%	2%	2%
February-99	184,533	137,924	531	518	8	5	75%	0.38%	98%	2%	1%
March-99	206,134	161,833	710	696	6	8	79%	0.44%	98%	1%	1%
April-99	195,182	146,649	565	555	9	1	75%	0.39%	98%	2%	0%
May-99	185,160	138,211	608	594	8	6	75%	0.44%	98%	1%	1%
June-99	165,130	126,263	533	511	21	1	76%	0.42%	96%	4%	0%
July-99	157,020	124,754	470	373	93	4	79%	0.38%	79%	20%	1%
August-99	183,578	140,002	475	447	23	5	76%	0.34%	94%	5%	1%
September-99	170,632	138,267	407	397	6	4	81%	0.29%	98%	1%	1%
October-99	181,774	155,633	508	484	20	4	86%	0.33%	95%	4%	1%
November-99	186,616	147,986	560	549	7	4	79%	0.38%	98%	1%	1%
December-99	182,591	145,524	563	547	11	5	80%	0.39%	97%	2%	1%
January-00	187,154	144,403	529	520	5	4	77%	0.37%	98%	1%	1%
February-00	198,944	158,269	582	573	5	4	80%	0.37%	98%	1%	1%
March-00	210,339	166,800	519	507	9	3	79%	0.31%	98%	2%	1%
April-00	193,414	170,365	509	500	5	4	88%	0.30%	98%	1%	1%
May-00	207,042	180,112	587	572	9	6	87%	0.33%	97%	2%	1%
June-00	173,063	141,554	680	670	7	3	82%	0.48%	99%	1%	0%
July-00	171,438	131,316	622	613	4	5	77%	0.47%	99%	1%	1%
August-00	204,722	153,674	512	497	9	6	75%	0.33%	97%	2%	1%
September-00	207,322	144,675	491	470	11	10	70%	0.34%	96%	2%	2%
*October-00	227,112	156,845	651	216	425	10	69%	0.42%	33%	65%	0%
November-00	219,669	157,151	670	221	437	12	72%	0.43%	33%	65%	2%
December-00	198,383	153,327	626	235	383	8	77%	0.41%	38%	61%	0%
Totals	6,266,662	4,719,767	18,551	16,519	1757	276	75%	0.39%	89%	9%	1%

Note: Hurricane George Warning on Wednesday, 9/23/98.

Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.

Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.

Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.

* October 2000 MODIFIED FARE EVASION BEGINS

Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.

Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.

January 22-24, 1999 - Friends Ride Free.

Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.

FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-01	217,992	158,234	595	201	387	7	73%	0.38%	34%	65%	1%
February-01	218,815	155,774	500	144	351	5	71%	0.32%	29%	70%	1%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	28%	71%	0%
October-01	224,865	226,566	642	221	417	4	101%	0.28%	34%	65%	0%
November-01	196,902	190,162	640	240	400	0	97%	0.34%	38%	63%	0%
December-01	197,396	181,718	666	276	381	9	92%	0.37%	41%	57%	1%
January-02	215,010	199,904	627	208	417	2	93%	0.31%	33%	67%	0%
February-02	209,444	213,042	589	172	414	3	102%	0.28%	29%	70%	1%
March-02	227,971	224,847	650	270	377	3	99%	0.29%	42%	58%	0%
April-02	239,345	225,965	661	238	420	3	94%	0.29%	36%	64%	0%
May-02	231,330	217,200	643	195	445	3	94%	0.30%	30%	69%	0%
June-02	181,749	174,081	658	259	395	4	96%	0.38%	39%	60%	1%
July-02	195,723	195,531	865	38	817	10	100%	0.44%	4%	94%	1%
August-02	225,555	231,376	880	38	841	1	103%	0.38%	4%	96%	0%
September-02	216,671	227,528	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
Page 1 Total	6,266,662	4,719,767	18,551	16,519	1,757	276	75%	0.39%	96%	9%	1%
Totals	13,038,556	11,280,895	41,222	20,587	20257	379	87%	0.37%	50%	49%	1%

* October 2000 MODIFIED FARE EVASION BEGINS

09/11/01 TERRORIST ATTACK

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

FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
August-03	225,003	233,605	732	27	703	2	104%	0.31%	4%	96%	0%
September-03	231,637	247,620	779	43	736	0	107%	0.31%	6%	94%	0%
October-03	252,722	257,883	1035	64	970	1	102%	0.40%	6%	94%	0%
November-03	216,440	225,123	1014	63	950	1	104%	0.45%	6%	94%	0%
December-03	223,791	222,530	1089	71	1014	4	99%	0.49%	7%	93%	0%
January-04	237,635	233,086	1038	77	958	3	98%	0.45%	7%	92%	0%
February-04	242,576	222,543	1000	73	926	1	92%	0.45%	7%	93%	0%
March-04	261,974	227,616	1006	63	941	2	87%	0.44%	6%	94%	3%
April-04	254,585	229,216	740	37	702	1	90%	0.32%	5%	95%	0%
May-04	248,924	228,334	688	31	657	0	92%	0.30%	5%	95%	0%
June-04	220,646	195,551	1046	38	1007	1	89%	0.53%	4%	96%	0%
July-04	217,550	197,139	968	49	917	2	91%	0.49%	5%	95%	0%
August-04	244,841	215,845	1066	37	1029	0	88%	0.49%	3%	97%	0%
September-04	134,259	127,913	524	18	505	1	95%	0.41%	3%	96%	0%
October-04	250,254	216,532	906	33	871	2	87%	0.42%	4%	96%	0%
November-04	247,676	235,871	947	41	904	2	95%	0.40%	4%	95%	0%
December-04	232,664	231,754	931	58	873	0	100%	0.40%	6%	94%	0%
January-05	233,079	240,361	1244	91	1147	6	103%	0.52%	7%	92%	0%
February-05	234,939	242,323	1149	90	1055	4	103%	0.47%	8%	92%	0%
March-05	271,374	268,833	1230	89	1140	1	99%	0.46%	7%	93%	0%
April-05	261,406	260,144	1500	77	1420	3	100%	0.58%	5%	95%	0%
May-05	249,519	248,817	1421	116	1297	8	100%	0.57%	8%	91%	0%
June-05	200,482	194,500	1360	107	1237	16	97%	0.70%	8%	91%	1%
July-05	186,245	183,463	1295	103	1181	11	99%	0.71%	8%	91%	1%
August-05	207,320	206,156	1224	112	1108	4	99%	0.59%	9%	91%	0%
September-05	227,227	206,899	1213	93	1118	2	91%	0.59%	8%	92%	0%
October-05	161,615	143,769	963	63	898	2	89%	0.67%	7%	93%	0%
November-05	178,032	114,184	745	39	702	4	64%	0.65%	5%	94%	1%
December-05	207,734	172,526	1347	59	1284	4	83%	0.78%	4%	95%	0%
January-06	224,188	175,605	1555	95	1457	3	78%	0.89%	6%	94%	0%
February-06	217,412	173,825	1447	74	1368	5	80%	0.83%	5%	95%	0%
March-06	248,631	199,736	1800	93	1698	9	80%	0.90%	5%	94%	1%
April-06	257,607	192,193	1776	93	1680	3	75%	0.92%	5%	95%	0%
Page 2 Total	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%
Totals	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%

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

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

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

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

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

NO TRAIN SERVICE OCTOBER 22-31, 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%	0%
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	115%	0.42%	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	127%	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%	0%	100%	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

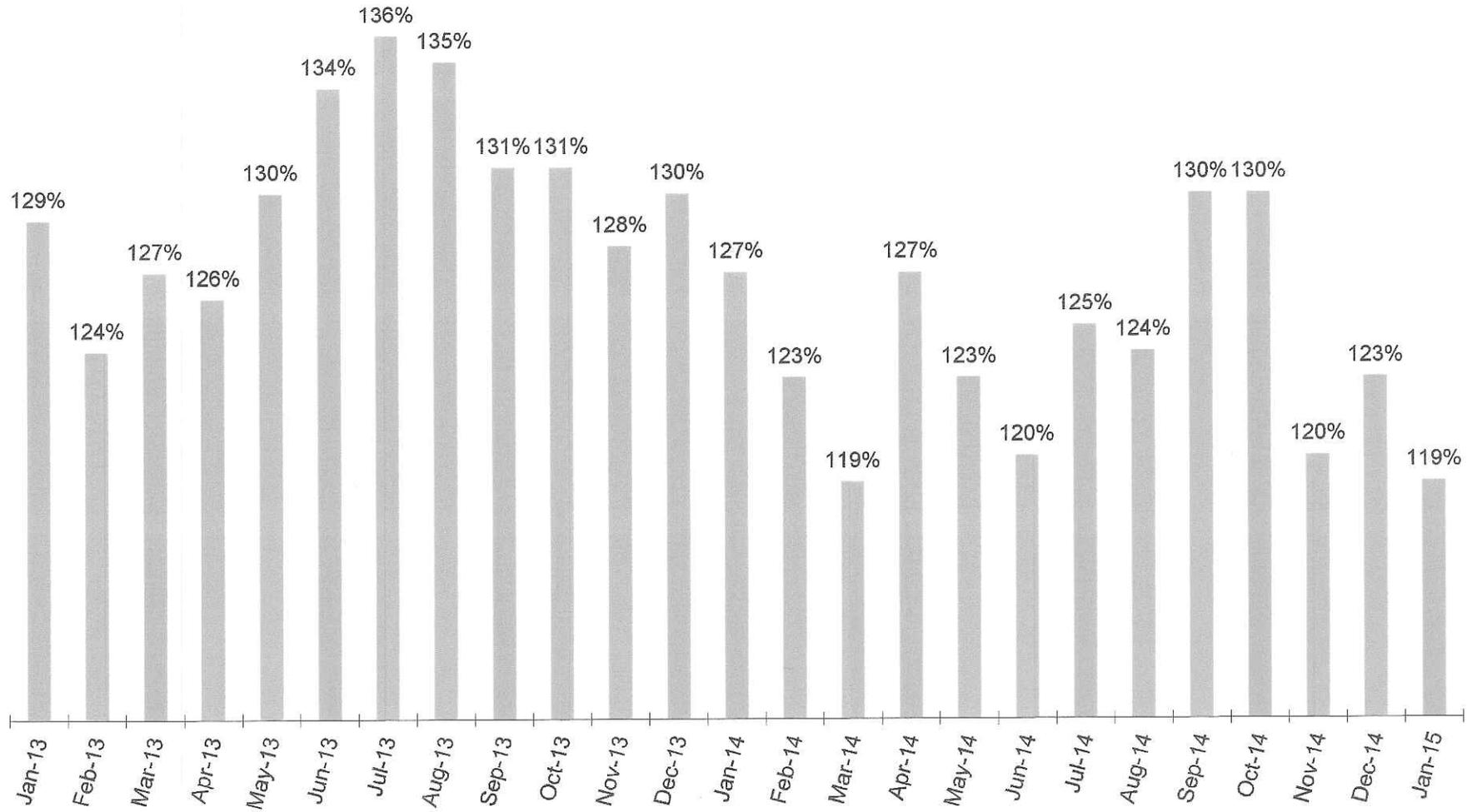


FARE EVASION REPORT MONTHLY COMPARISON

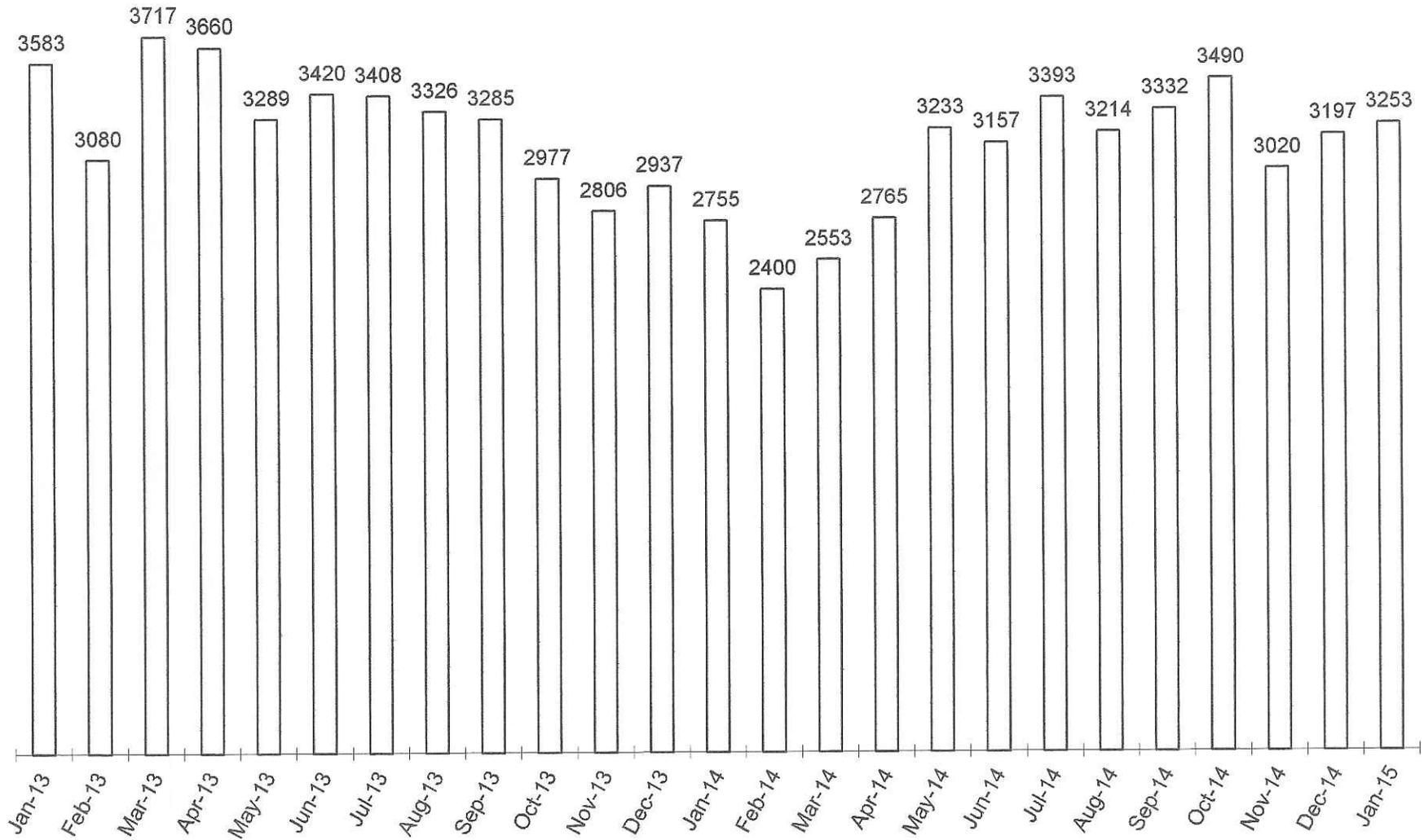
MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
November-11	339,550	445,877	3,443	72	3,370	1	131%	0.77%	2%	98%	0%
December-11	311,554	420,962	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%	0.69%	5%	95%	0%
November-14	352,762	424,072	3020	153	2861	6	120%	0.71%	5%	95%	0%
December-14	359,776	444,040	3197	150	3044	3	123%	0.72%	5%	95%	0%
January-15	371,459	442,632	3253	193	3060	0	119%	0.73%	6%	94%	0%
Totals	55,152,879	58,690,051	357,130	33,699	322,582	951	106%	0.61%	9%	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

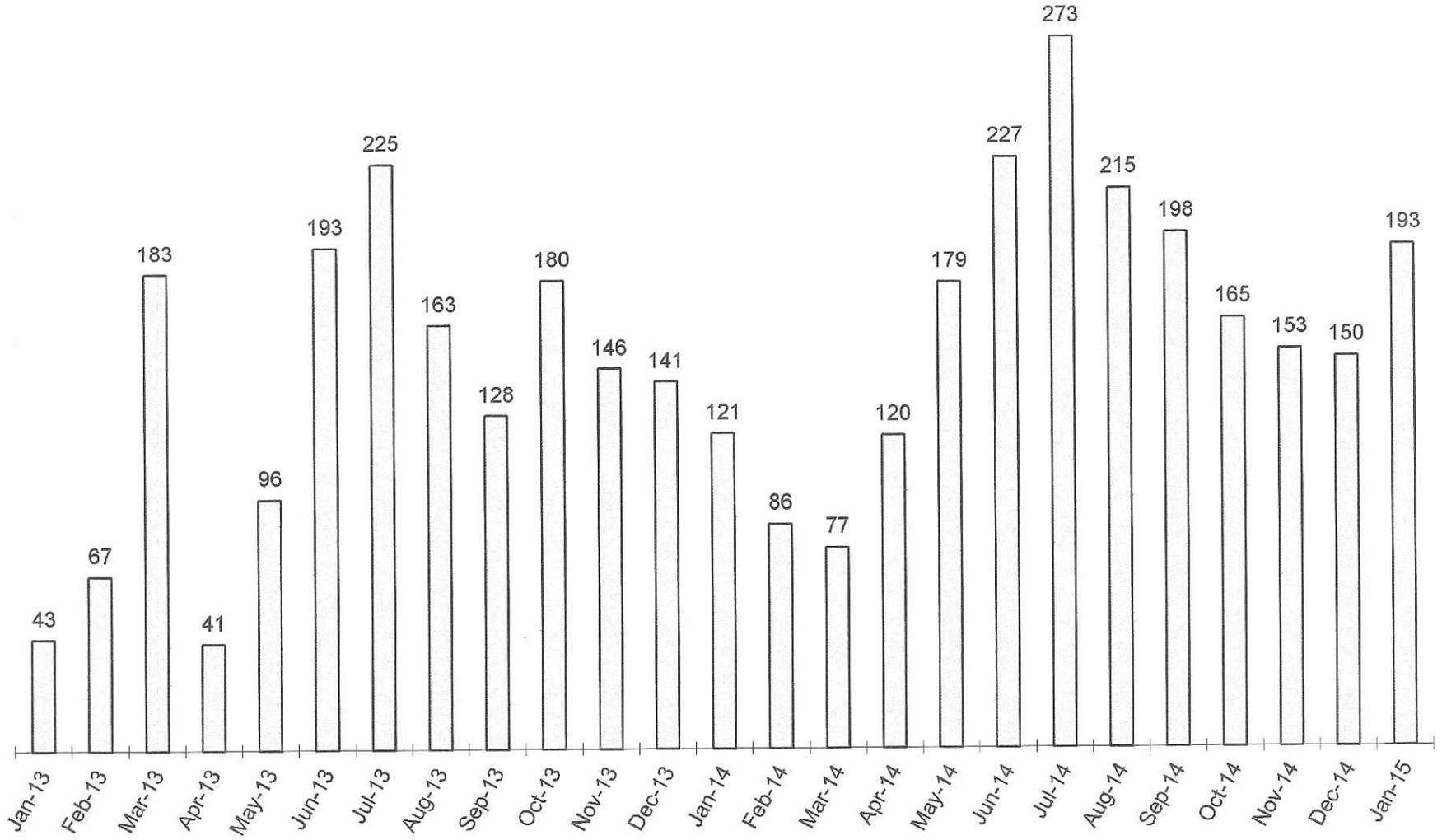
PERCENTAGE OF RIDERS INSPECTED



FARE EVASION VIOLATIONS



CITATIONS ISSUED



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-Board	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 Trip-Paid	Total
Jan-02	2	0	2	163	32	5	4	0	208
Feb-02	2	0	7	140	20	2	1	0	172
Mar-02	3	0	5	238	17	5	2	0	270
Apr-02	2	0	3	200	23	3	7	0	238
May-02	2	0	6	154	29	0	4	0	195
Jun-02	6	0	3	212	26	5	7	0	259
(B) JUL-02	0	0	5	24	2	5	2	0	38
Aug-02	1	0	3	27	3	2	2	0	38
Sep-02	1	0	4	29	2	1	0	0	37
Oct-02	4	0	11	27	2	2	2	0	48
Nov-02	4	0	8	28	4	4	1	0	49
Dec-02	2	0	3	23	3	3	0	0	34
Jan-03	0	0	4	20	4	0	0	0	28
Feb-03	2	0	7	13	4	1	0	0	27
Mar-03	1	0	6	31	4	1	1	0	44
Apr-03	0	0	5	26	1	3	1	0	36
May-03	0	0	5	43	3	2	0	0	53
Jun-03	2	0	2	40	7	1	0	0	52
Jul-03	1	0	6	30	3	3	0	3	46
Aug-03	1	0	5	12	3	3	2	1	27
Sep-03	1	0	3	29	6	2	2	0	43
Oct-03	3	0	10	37	6	5	3	0	64
Nov-03	0	0	20	30	7	6	0	0	63
DEC-03	2	0	16	42	3	6	2	0	71
Jan-04	2	0	27	31	4	9	4	0	77
Feb-04	3	0	14	42	3	10	1	0	73
Mar-04	1	0	14	30	2	15	1	0	63
Apr-04	0	0	5	21	6	4	1	0	37
May-04	0	0	3	19	7	2	0	0	31
Jun-04	1	0	7	23	4	1	2	0	38
Jul-04	1	0	13	29	1	4	1	0	49
Aug-04	1	0	7	19	3	3	3	1	37
(C) SEPT-04	3	0	2	8	2	1	2	0	18
Oct-04	2	0	6	13	6	4	1	1	33
NOV-04	5	0	3	27	2	2	2	0	41
Dec-04	3	0	5	41	3	4	2	0	58
Jan-05	8	0	9	59	5	9	1	0	91
Total	330	0	5,450	12,482	1,024	1,667	538	10	21,501

(A) MODIFIED FARE EVASION BEGINS

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

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

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

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Feb-05	10	0	9	55	5	9	2	0	90
Mar-05	3	0	8	57	5	12	4	0	89
Apr-05	8	0	11	47	5	5	1	0	77
May-05	6	0	28	71	4	6	1	0	116
Jun-05	6	0	14	70	6	7	3	1	107
Jul-05	9	0	15	52	9	13	4	1	103
(D) AUG-05	4	0	14	63	12	16	3	0	112
(E) SEP-05	7	0	19	48	10	7	2	0	93
(F) OCT-05	3	0	7	42	3	6	2	0	63
(G) NOV-05	1	0	6	24	6	2	0	0	39
Dec-05	4	0	8	35	2	8	2	0	59
Jan-06	2	0	19	52	9	11	1	1	95
Feb-06	4	0	20	40	3	6	1	0	74
Mar-06	3	0	16	56	10	5	2	1	93
Apr-06	4	0	18	50	8	10	2	1	93
May-06	3	0	19	55	5	6	1	4	93
Jun-06	6	0	14	48	2	4	0	3	77
Jul-06	0	0	20	48	8	6	0	4	86
(H) AUG -06	6	0	18	72	2	6	1	1	106
Sep-06	11	0	25	62	5	4	2	0	109
Oct-06	11	0	20	62	3	5	2	2	105
Nov-06	3	0	26	47	3	9	7	2	97
Dec-06	5	0	26	49	7	1	6	0	94
JAN-07	11	0	20	50	2	9	0	0	92
Feb-07	8	0	30	67	4	15	0	6	130
(I) MAR-2007	8	0	34	66	9	9	3	0	129
Apr-07	11	0	22	57	9	15	2	0	116
May-07	8	0	32	65	7	13	2	1	128
Jun-07	8	0	27	61	5	10	4	6	121
Jul-07	10	0	21	56	10	12	4	4	117
Aug-07	8	0	25	73	9	14	0	1	130
Sep-07	6	0	14	63	12	10	3	1	109
Oct-07	5	0	22	66	3	9	5	2	112
Nov-07	10	0	20	75	8	11	8	1	133
Dec-07	6	0	24	57	9	7	3	1	107
Jan-08	8	0	19	46	12	12	3	2	102
Feb-08	9	0	17	46	6	5	1	0	84
TOTAL	565	0	6,157	14,535	1,261	1,982	625	56	25,181

(D) LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA AUGUST 25-28.

(E) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TRAIN SERVICE DUE TO HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE DUE TO HURRICANE WILMA 11/01/05-11/03/05

(G) NO TICKET CHECKS DUE TO HURRICANE WILMA 11/04/05-11/11/05

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Mar-08	6	0	16	45	1	3	2	4	77
Apr-08	8	0	29	53	6	11	6	5	118
May-08	7	0	42	97	5	5	3	2	161
Jun-08	12	0	34	93	8	8	6	5	166
Jul-08	4	0	27	71	8	10	2	1	123
(H) AUG-08	3	0	14	71	3	3	6	1	101
Sep-08	3	0	17	68	4	4	7	1	104
Oct-08	5	0	24	74	4	3	1	1	112
Nov-08	1	0	17	61	2	1	8	0	90
Dec-08	2	0	25	77	2	14	10	2	132
Jan-09	6	0	22	64	14	6	7	2	121
Feb-09	4	0	36	65	5	6	3	2	121
Mar-09	10	0	26	51	11	10	0	0	108
Apr-09	8	0	20	62	9	9	2	1	111
May-09	9	0	23	76	10	7	3	1	129
Jun-09	6	0	21	74	6	4	1	0	112
Jul-09	4	0	26	77	9	4	5	1	126
Aug-09	4	0	25	107	9	1	4	1	151
Sep-09	3	0	16	93	12	10	3	0	137
Oct-09	6	0	32	97	4	6	4	0	149
Nov-09	6	0	31	99	6	11	4	0	157
Dec-09	2	0	22	63	11	3	8	0	109
Jan-10	2	0	9	57	5	5	3	0	81
Feb-10	4	0	19	58	8	1	0	0	90
Mar-10	1	0	20	72	11	2	0	1	107
Apr-10	0	0	13	66	7	2	0	0	88
May-10	2	0	21	62	7	0	0	0	92
Jun-10	2	0	14	63	9	2	2	0	92
Jul-10	2	0	21	59	10	6	1	0	99
Aug-10	2	0	9	69	9	1	1	1	92
Sep-10	1	0	8	55	10	2	0	0	76
Oct-10	1	0	18	87	14	3	2	0	125
Nov-10	0	0	8	73	4	3	2	1	91
Dec-10	2	0	11	60	5	1	0	0	79
Jan-11	1	0	3	49	4	2	1	0	60
Feb-11	1	1	0	34	0	0	2	0	38
Mar-11	0	0	1	29	2	1	1	0	34
Apr-11	0	0	0	36	3	2	0	0	41
May-11	0	0	0	17	0	0	2	0	19
Jun-11	0	0	0	1	0	0	0	0	1
Jul-11	0	0	0	0	0	0	0	0	0
TOTAL	705	1	6,877	17,120	1,518	2,154	737	89	29,201

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

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Aug-11	0	0	0	0	0	0	0	0	0
Sep-11	0	0	0	0	0	0	0	0	0
Oct-11	0	0	0	58	0	13	0	0	71
Nov-11	0	0	0	68	0	4	0	0	72
DEC--11	0	0	0	65	2	4	0	0	71
Jan-12	1	0	0	72	1	9	0	0	83
Feb-12	0	0	0	58	6	2	0	0	66
Mar-12	0	0	0	49	2	0	0	0	51
Apr-12	0	0	0	43	4	2	0	0	49
May-12	0	0	0	50	9	1	0	0	60
Jun-12	0	0	0	34	2	0	1	0	37
Jul-12	0	0	0	25	1	0	0	0	26
TOTAL	706	1	6,877	17,642	1,545	2,189	738	89	29,787

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

Month	12 Trip Validation	Insufficient Funds	No Physical Ticket	No Tap	Zone Override	No Transfer Slip	Outdated	Comp. Ticket	Total
Aug-12	0	0	18	0	3	0	0	0	21
Sep-12	0	0	26	0	0	1	1	0	28
Oct-12	0	0	24	0	3	0	2	0	29
Nov-12	0	0	27	0	2	1	1	0	31
Dec-12	0	0	35	0	3	1	1	0	40
Jan-13	1	0	38	0	3	1	0	0	43
Feb-13	0	0	60	0	2	5	0	0	67
									0
									0
									0
									0
									0
									0
TOTAL	707	1	7,105	17,642	1,561	2,198	743	89	30,046

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF CITATIONS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICIENT 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
14-Nov	2	0	15	6	103	0	16	3	0	8	153
14-Dec	1	0	15	9	87	0	26	2	0	10	150
15-Jan	2	0	23	9	113	0	18	5	0	23	193
	40	3	351	215	2,302	16	409	58	0	259	3,653

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-04	34	0	102	285	16	51	11	6	505
Oct-04	36	0	190	476	26	118	11	14	871
Nov-04	66	0	145	535	29	112	9	8	904
Dec-04	45	0	125	526	22	125	24	6	873
Jan-05	75	0	210	639	25	165	24	9	1147
Feb-05	61	0	168	608	29	154	34	1	1055
Mar-05	36	0	220	681	32	150	20	1	1140
Apr-05	53	0	289	763	47	234	29	5	1420
May-05	48	0	297	681	51	199	17	4	1297
Jun-05	65	0	223	727	47	147	22	6	1237
Jul-05	41	0	250	651	44	155	36	4	1181
(C) AUG-05	38	0	237	584	49	165	32	3	1108
(D) SEPT-05	28	0	236	645	44	143	16	6	1118
(E) OCT-05	32	0	208	502	27	112	12	5	898
(F) NOV-05	26	0	128	442	27	72	6	1	702
Dec-05	28	0	315	731	48	129	24	9	1284
Jan-06	29	0	378	773	37	192	34	14	1457
Feb-06	37	0	340	756	54	142	21	18	1368
Mar-06	54	0	338	1042	49	182	24	9	1698
Apr-06	65	0	451	888	57	175	28	16	1680
May-06	61	0	486	981	53	240	25	22	1868
Jun-06	36	0	471	903	21	208	23	13	1675
Jul-06	57	0	476	988	23	150	29	15	1738
(G) Aug-06	65	0	508	969	28	198	26	8	1802
Sep-06	63	0	468	909	31	214	36	8	1729
Oct-06	76	0	524	1079	36	220	40	11	1986
Nov-06	56	0	461	969	21	235	41	11	1794
Dec-06	62	0	612	1048	37	235	36	15	2045
Jan-07	80	0	637	1009	52	284	21	20	2103
Feb-07	94	0	632	1055	52	316	37	34	2220
(H) MAR-07	105	0	681	1080	60	350	45	14	2335
Apr-07	106	0	749	1164	75	351	42	22	2509
May-07	107	0	849	1218	73	421	53	20	2741
Jun-07	128	0	840	1043	48	388	40	32	2519
Jul-07	93	0	808	1040	74	399	51	28	2493
Aug-07	73	0	819	1240	79	364	23	16	2614
Sep-07	85	0	708	1062	53	318	35	12	2273
Oct-07	97	0	776	1295	83	372	58	16	2697
Nov-07	95	0	690	1215	109	264	57	18	2448
Dec-07	91	0	694	1226	71	261	55	21	2419
SUBTOTAL	3,810	0	28,296	45,845	2,676	15,168	1,659	752	98,206

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

(C) LIMITED OR NO TRAIN SERVICE-HURRICANE KATRINA 8/25-28/05

(E) NO TRAIN SERVICE -HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE -TROPICAL STORM ERNESTO 08/28-08/29/06

(H)3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA -TRACK WORK

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

(H)03/28/07-P614-P619 (6 TRAINS)REDUCED TICKET CHECK-TRAINS 45 MINUTES LATE OR MORE

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

(D) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TICKET CHECKS-HURRICANE WILMA 11/01/05-11/11/05

03/15/07 SFRTA PASSENGER SURVEY

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-08	105	0	846	1229	69	233	44	19	2545
Feb-08	83	0	641	1106	82	209	42	16	2179
Mar-08	98	0	772	1273	62	211	43	19	2478
Apr-08	103	0	823	1230	68	208	35	15	2482
May-08	96	0	908	1400	54	192	54	19	2723
Jun-08	116	0	1025	1270	42	192	62	36	2743
Jul-08	103	0	799	1285	49	240	56	26	2558
(H) AUG-08	62	0	616	1192	55	219	63	22	2229
Sep-08	84	0	518	1360	66	242	53	16	2339
Oct-08	61	0	579	1422	101	241	82	21	2507
Nov-08	50	0	460	1210	71	186	57	7	2041
Dec-08	71	0	618	1376	100	228	88	10	2491
Jan-09	79	0	538	1332	119	249	39	21	2377
Feb-09	76	0	534	1194	99	208	60	14	2185
Mar-09	54	0	633	1392	120	230	57	14	2500
Apr-09	72	0	655	1334	128	239	66	19	2513
May-09	99	0	684	1420	117	266	53	19	2658
Jun-09	80	0	583	1460	131	256	65	26	2601
Jul-09	58	0	563	1608	133	218	48	18	2646
Aug-09	67	0	544	1604	146	269	66	20	2716
Sep-09	62	0	536	1512	141	259	61	15	2586
Oct-09	61	0	560	1499	126	262	60	13	2581
Nov-09	63	0	532	1462	136	206	67	14	2480
Dec-09	62	0	592	1634	132	239	43	14	2716
Jan-10	42	0	459	1505	119	203	44	9	2381
Feb-10	42	0	504	1451	167	196	40	15	2415
Mar-10	52	0	524	1737	172	255	38	17	2795
Apr-10	46	0	516	1629	121	227	41	10	2590
May-10	40	0	542	1646	119	176	33	15	2571
Jun-10	53	2	530	1520	152	185	50	13	2505
Jul-10	45	0	549	1648	139	160	34	15	2590
Aug-10	45	0	475	1626	136	151	20	9	2462
Sep-10	26	0	413	1628	110	166	26	13	2382
Oct-10	35	0	423	1610	145	140	31	14	2398
Nov-10	38	0	414	1745	102	204	49	6	2558
Dec-10	39	0	354	1760	113	164	37	7	2474
Jan-11	23	0	369	1814	97	152	59	1	2515
Feb-11	28	4	47	1272	59	59	63	3	1535
Mar-11	5	0	19	1506	113	79	86	0	1808
Apr-11	9	0	30	1676	180	85	82	0	2062
May-11	4	1	13	1011	147	65	54	1	1296
Jun-11	0	0	0	0	0	0	0	0	0
Jul-11	0	0	0	0	0	0	0	0	0
SUBTOTAL	6,247	7	50,036	105,433	7,214	23,337	3,810	1,333	197,417

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

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Aug-11	0	0	0	0	0	0	0	0	0
Sep-11	0	0	0	3	0	0	0	0	3
Oct-11	85	0	2	3101	230	175	104	0	3697
Nov-11	27	0	5	2836	241	176	85	0	3370
Dec-11	47	0	2	2798	223	199	94	0	3363
Jan-12	99	0	5	2973	239	200	111	0	3627
Feb-12	52	0	9	2576	177	162	91	0	3067
Mar-12	39	0	15	2768	200	188	133	0	3343
Apr-12	38	0	6	2619	211	147	108	0	3129
May-12	43	0	10	2734	233	170	74	0	3264
Jun-12	23	0	7	2486	202	175	67	0	2960
Jul-12	31	1	5	2587	209	159	89	0	3081
	6,731	8	50,102	132,914	9,379	25,088	4,766	1,333	230,321

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

Month	12 Trip Validation	Insufficient Funds	No Physical Ticket	No Tap	Zone Override	No Transfer Slip	Outdated	Comp. Ticket	Total
Aug-12	41	118	2188	283	238	138	72	0	3078
Sep-12	73	225	1941	367	165	127	71	1	2970
Oct-12	102	270	1979	467	197	182	94	0	3291
Nov-12	71	271	2069	412	206	157	81	0	3267
Dec-12	98	305	2293	382	197	142	84	3	3504
Jan-13	80	337	2324	384	196	140	78	0	3539
Feb-13	46	288	2012	299	172	134	62	0	3013
TOTAL	7,242	1,822	64,908	135,508	10,750	26,108	5,308	1,337	252,983

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF WARNINGS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICIENT FUNDS	NO BUS/METRO TRANSFER	NO PHYSICAL TICKET	NO SERTA 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
14-Nov	49	0	183	104	1919	17	336	79	0	174	2861
14-Dec	61	0	184	117	2090	17	322	56	0	197	3044
15-Jan	55	0	177	98	2156	23	321	55	0	175	3060
	1,508	20	5,039	2,561	45,493	588	7,623	1,753	8	4,260	68,853

NEW TICKETING SYSTEM IN EFFECT

CLASSIFICATIONS BREAKDOWN
 JANUARY 2015

CLASSIFICATION		
ABANDONED VEHICLE		2
ALARMS		1
ALARMS-TVM		
ALCOHOLIC BEVERAGE		
ALTERED TICKET/COUNTERFEIT		
ARSON		
ASSAULT AGGRAVATED TRANSIT AGENT / CPO		
ASSAULT-AGGRAVATED		
ASSAULT TRANSIT AGENT / CPO		
ASSAULT		
ASSIST PASSENGER		2
ASSIST OTHER AGENCY		
ATTEMPTED SUICIDE		
AUTO THEFT		
AUTO THEFT - ATTEMPT		
AUTO THEFT - RECOVERY		1
BATTERY - AGGRAVATED TRANSIT AGENT / CPO		1
BATTERY - AGGRAVATED		
BATTERY TRANSIT AGENT / CPO		
BATTERY		2
BIKE LOCKER/OTHER		2
BICYCLE VIOLATIONS		
BIOLOGICAL RELEASE		
BOMBING		
BOMB THREAT		
BRUSH FIRE		
BURGLARY-ATTEMPT		
BURGLARY		
BURGLARY-AUTO		2
BURGLARY-ATTEMPT AUTO		
CAMERA MONITORING CENTER		
CHEMICAL RELEASE		
CIVIL DISTURBANCE		
CREDIT CARD FRAUD		
CRIMINAL MISCHIEF	6 GRAFFITTI	16
CROSSING W/ GATE DOWN		
CYBER INCIDENT		
DAMAGED PROPERTY		2
DEBRIS ON TRACK		2
DISORDERLY CONDUCT		2
DISTURBANCE		2
DOMESTIC VIOLENCE		
DRUG OFFENSE		1
EMS BOARD MALFUNCTION		5
ELEVATOR MALFUNCTION		16
ELEVATOR PHONE MALFUNCTION		3

CLASSIFICATIONS BREAKDOWN
JANUARY 2015

CLASSIFICATION	
ESCALATOR MALFUNCTION	2
FALSE IDENTIFICATION	
FARE EVASION	3253

	CITATION	WARNED	ARREST
12 TRIP NO TAP	2	55	0
ZONE OVERRIDE EASY CARD	0	0	0
INSUFFICIENT FUNDS	23	177	0
NO BUS/METRORAIL TRANSFER	9	98	0
NO PHYSICAL TICKET	113	2156	0
NO SFRTA TRANSFER TICKET	0	23	0
NO TAP EASY CARD	18	321	0
OUTDATED PAPER TICKET	5	55	0
ZONE OVERRIDE PAPER TICKET	23	175	0
TOTAL	193	3060	0

FIRE	
GRADE CROSSING PROBLEM	
HIJACKING	
ILLNESS	12
INJURY	
INJURY-CPO	
INFORMATION / MISCELLANEOUS	16
INTERFERING W/ TRAIN	1
INTOXICATED PERSON	
INVESTIGATION	
KIOSK PROBLEM	
LOST/FOUND PROPERTY	140
LOUD MUSIC	
LUGGAGE	
MISSING PERSON	
MISSING PERSON-LOCATED	
MOTOR VEHICLE ACCIDENT	1
PARKING PROBLEM	16
PARKING LOT ACCIDENTS	
PARKING LOT VIOLATIONS	
PAYPHONE MALFUNCTION	
PULLED EMERGENCY STOP	1
RECOVERED STOLEN PROPERTY	
RIDING ON OUTSIDE OF TRAIN	1
ROBBERY	
ROBBERY- SUDDEN SNATCHING	
ROBBERY STRONG ARMED	
SABOTAGE	
SAFETY HAZARD	19
SEXUAL BATTERY	
SEX OFFENSE (OTHER)	

CLASSIFICATIONS BREAKDOWN
JANUARY 2015

CLASSIFICATION				
SIGN PROBLEM				
SLIP AND FALL				3
SMOKING ON TRAIN				
SOLICITATION				3
STUDENT INCIDENT				3
BAK MIDDLE SCHOOL				
DREYFOOS HIGH SCHOOL	3			
G STAR				
LAKE WORTH				
ROOSEVELT MIDDLE SCHOOL				
BOYNTON BEACH				
OTHER				
SURFBOARDS ON TRAIN				
SUSPICIOUS INCIDENT				1
SUSPICIOUS PERSON				3
SUSPICIOUS VEHICLE				1
SUICIDE / ATTEMPT				
TELEPHONIC THREAT				
THEFT				4
THEFT-ATTEMPTED				
THROWING OBJECT AT TRAIN				2
TOWED VEHICLE				1
TRAIN VS ANIMAL				
TRAIN VS BICYCLE				
TRESPASSER STRIKE				
TRAIN VS FIXED OBJECT				
TRAIN VS VEHICLE				1
TRESPASS ARREST				
TRESPASS				18
TVM GATE MALFUNCTION				1
TVM MALFUNCTION				117
UNAUTHORIZED ANIMAL				
SAV VALIDATOR MALFUNCTION				2
VEHICLE ON TRACK				1
WEAPON-COMPLAINT				
WEAPON-CONCEALED				
SPECIAL ASSIGNMENT:				
TOTAL INCIDENTS				3685

**SIX MONTH CRIME ANALYSIS
2014**

CLASSIFICATION	AUG	SEPT	OCT	NOV	DEC	JAN
ABANDONED VEHICLE	1				1	2
ALARMS		3	1	2	1	1
ALCOHOLIC BEVERAGE/TRAIN					1	
ALTERED TICKET/COUNTERFEIT						
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO						
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO			1			
ASSAULT						
ASSIST PASSENGER	6	4	6	3	1	2
ASSIST OTHER AGENCY	2		1			
ATTEMPTED SUICIDE						
AUTO THEFT	2		1			
AUTO THEFT - ATTEMPT		1			3	
AUTO THEFT - RECOVERY						1
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO						1
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO		2			1	
BATTERY				1		2
BIKE LOCKER/OTHER		3	2	2	4	2
BICYCLE VIOLATIONS			1			
BOMBING						
BOMB THREAT						
BURGLARY					1	
BURGLARY ATTEMPT						
BURGLARY-STRUCTURE						
BURGLARY-AUTO		1				2
BURGLARY-ATTEMPT AUTO						
CAMERA MONITORING CENTER						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	21	16	9	4	14	16
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	3	1	3	5	3	2
DEBRIS ON TRACK	1	1		1		2
DISORDERLY CONDUCT	8	10	3	5	10	2
DISTURBANCE	6	1	7	8	7	2
DRUG OFFENSE						1
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION	3	4	5	13	2	5
ELEVATOR MALFUNCTION	24	24	17	17	27	16
ESCALATOR MALFUNCTION	7	6	2	1	1	2
ELEVATOR PHONE MALFUNCTION	1	1	2	6	5	3
FARE EVASION- CITATIONS	215	198	165	153	150	193
FARE EVASION-WARNINGS	2988	3124	3322	2861	3044	3060
FARE EVASION-ARREST	11	10	3	6	3	0
FALSE IDENTIFICATION						
FIRE	1					
GRADE CROSSING PROBLEM	5	2	1			
SUB-TOTAL	3300	3412	3552	3088	3279	3317

**SIX MONTH CRIME ANALYSIS
2014**

CLASSIFICATION	AUG	SEPT	OCT	NOV	DEC	JAN
ILLNESS	6	7	9	8	6	12
INJURY	2	1	2	1		
INJURY-CPO						
MISCELLANEOUS/INFORMATION	44	24	31	24	25	16
INTERFERING W/ TRAIN						1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	115	117	146	100	122	140
LOUD MUSIC				1		
MISSING PERSON		2	1		2	
MISSING PERSON-LOCATED						
MOTOR VEHICLE ACCIDENT	1		2		1	1
PARKING PROBLEM	17	23	25	23	27	16
PARKING LOT ACCIDENTS			1			
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP		2		1		1
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						1
ROBBERY			1	1		
ROBBERY SUDDEN SNATCHING						
ROBBERY STRONG ARMED						
SAFETY HAZARD	17	20	23	18	14	19
SEXUAL BATTERY						
SEX OFFENSE (OTHER)			1			
SIGN PROBLEM					1	
SLIP AND FALL	3	3	3	1	5	3
SMOKING ON TRAIN						
SOLICITATION			2	1	1	3
STUDENT INCIDENT	2	4	2	4	1	3
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	4	7	9	4	6	1
SUSPICIOUS PERSON	3	8	6	2	6	3
SUSPICIOUS VEHICLE	1				3	1
SUICIDE / ATTEMPT			1	1		
THEFT		4	6	3	8	4
THEFT-ATTEMPTED				1		
THROWING OBJECT AT TRAIN	1	1	4	2	2	2
TOWED VEHICLES	3	5	3	1	4	1
TRAIN VS ANIMAL						
TRAIN VS BICYCLE			1			
TRESPASSER STRIKE	1			1	1	
TRAIN VS VEHICLE	2			1		1
TRAIN VS FIXED OBJECT						
TRESPASS ARREST	1		1	1		
TRESPASS	14	13	12	4	11	18
TVM GATE MALFUNCTION	8	3	4	3	3	1
TVM MALFUNCTION	120	113	99	83	123	117
SAV VALIDATOR MALFUNCTION	3	4		1	1	2
VEHICLE ON TRACKS				1		1
WEAPON CONCEALED/COMPLAINT			1			
TOTAL REPORTS	3673	3773	3948	3380	3652	3685

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: February 2, 2015



**TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR JANUARY 2015**

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

TSA Directive #13 "Inspect each passenger rail car for suspicious persons, items, or any unattended items."

TSA Directive #15 "If equipped with locking mechanisms, lock all doors which allow access to the Engineers or Train Operators cab or compartment."



G4S Secure Solutions USA
6499 Powerline Road Suite 300
Fort Lauderdale FL 33309-2044
Telephone: 954.771.5005
Fax: 954.771.5408
www.g4s.com/us



MEMORANDUM

To: Mr. Anthony Strianese, Project Manager, G4S/SFRTA
From: Richard D. Cannon, Jr. Investigator, ID #276
SUBJECT: MONTHLY ACTIVITY REPORT – JANUARY 2015
Date: Wednesday, February 4th 2015

I was assigned the following tasks for the month of: **January 2015**

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 **193** 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 **(7)** Incidents:

- SFRTA IR #: 01-14-949 – Train vs. Pedestrian – (Pending P.D. / M.E. Reports)
- SFRTA IR #: 08-14-199 – Train vs. Pedestrian – (Pending P.D. /M.E. Reports)
- SFRTA IR #: 10-14-2493 – Train vs. Bicycle – (Fatality) – (Pending P.D. Reports)

- **SFRTA IR #: 11-14-1600 – Tran vs. Vehicle (Fatality) – (Pending P.D. /M.E. Reports)**
- **SFRTA IR #: 11-14-3057 – Train vs. Pedestrian (Fatality) – M.E. Reports)**
- **SFRTA IR #: 12-14-2631 – Train vs. Pedestrian – (Fatality) Pending P.D. M.E. Reports)**
- **SFRTA IR #: 01-15-2105 – Train vs. Vehicle (Non-Fatality) – (Pending P.D. Reports)**

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. All CSX Roadway Worker Training conducted in January 2015, has been electronically forwarded to CSX, as well as the SFRTA Safety Specialist. 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

Part I

Jan-15

INCIDENTS ONLY

		Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcible Rape								
	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Robbery								
	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Aggravated Assaults								
	In Vehicle	0						0
	In Revenue Facility	1						1
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Burglary								
	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Larceny/Theft Offenses								
	In Vehicle	0						0
	In Revenue Facility	5						5
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Motor Vehicle Theft								
	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	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)	193				193
Other Assaults (arrests)	1				1
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

(2) Total Arrests (0 FE)
 (0) Battery CPO
 (1) Train vs Vehicle-Non Fatal

Total Property Damage (\$) 0

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (1/1/2015) thru (1/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Renee Matthew 02-711 BOBBY BECKER	INTEGRATED FINANCIAL MGT SYSTEM SOFTWARE 010137 TYLER WORKS/EDEN DIVISION	12/31/2008 12/31/2015	7 Year Term
Lauran Mehalik 06-117 BRYAN KOHLBERG	GENERAL FLAGGING SERVICES 010116 CSX TRANSPORTATION	12/08/2006 12/31/2015	9 Year Term Annual automatic renewals until cancelled by SFRTA or CSXT. No action required.
Dan Mazza 07-004 BRYAN KOHLBERG	EMERGENCY REPAIR & MAINTENANCE OF CLASS1 010982 ROADMASTER ENGINEERING, INC.	02/14/2008 06/30/2015	7 Year Term
James DeVaughn 08-004 BOBBY BECKER	SHUTTLE BUS SERVIES 010425 LIMOUSINES OF SOUTH FLORIDA	01/01/2009 12/31/2015	6 Year Term No renewal options
Lauran Mehalik 10-001 BOBBY BECKER	STATION MAINTENTANCE SERVICES 010697 MERIDIAN MANAGEMENT CORPORATIO	08/01/2010 07/31/2015	5 Year Term No renewal options.

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (1/1/2015) thru (1/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Vicki Wooldridge 10-010 BOBBY BECKER	STATE LEGISLATIVE CONSULTANT SERVICES 010142 ERICKS CONSULTANTS	07/01/2010 06/30/2015	5 Year Term 2 - 1 year renewal options. Both options exercised, no renewal options remain.
James DeVaughn 10-014 BOBBY BECKER	SFEC TMA BUS SERVICE 010338 SFEC TMA	07/01/2010 06/30/2015	5 Year Term 4 1-year renewal options. All options have been exercised.
Suzie Papillon 10-017 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010288 PARSONS BRINCKERHOFF, INC.	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-021 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010549 GANNETT FLEMING INC	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-022 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011776 T.Y. LIN INTERNATIONAL	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (1/1/2015) thru (1/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Suzie Papillon 10-023 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010289 PARSONS TRANSPORTATION GROUP	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-024 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011777 EAC CONSULTING	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-025 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011207 JACOBS ENGINEERING GROUP INC.	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-026 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010195 HDR ENGINEERING INC	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-027 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010547 KIMLEY HORN AND ASSOCIATES	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (1/1/2015) thru (1/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Suzie Papillon 10-028 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010695 BERGMANN ASSOCIATES INC	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-029 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 010288 PARSONS BRINCKERHOFF, INC.	11/04/2010 11/03/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-030 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 010289 PARSONS TRANSPORTATION GROUP	11/04/2010 11/03/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-031 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 012040 CH2M HILL, INC.	11/04/2010 11/03/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Eddie Woods 11-001 BOBBY BECKER	BROKERAGE SERVICES 010029 AON RISK SERVICES INC	10/01/2010 09/30/2015	5 Year Term

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (1/1/2015) thru (1/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Allen Yoder 11-003 BOBBY BECKER	ARMED SECURITY SERVICES 011745 G4S SECURE SOLUTIONS USA	11/01/2010 10/31/2015	5 Year Term No renewal options
Lynda Westin 11-010 BOBBY BECKER	SFRPC INTERLOCAL AGREEMENT 010339 S FL REGIONAL PLANNING COUNCIL	07/01/2010 06/30/2015	5 Year Term No renewals
Lynda Westin 11-011 BOBBY BECKER	TCRPC INTERLOCAL AGREEMENT 010597 COUNCIL TREASURE COAST REGIONAL PLAN	07/01/2010 06/30/2015	5 Year Term No renewal options.
14-007 BOBBY BECKER	SHUTTLE BUS FUNDING AGREEMENT 010134 DOWNTOWN FT LAUDERDALE TMA	10/01/2013 09/30/2015	2 Year Term No renewal options
14-009 BOBBY BECKER	SHUTTLE BUS SERVICES 012623 KEOLIS TRANSIT SERVICES, LLC	01/01/2009 12/31/2015	6 Year Term No renewal options



**Contract Actions Executed
Under The General Counsel's Authority
For January 2015**

AGENDA ITEM NO: N

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
N/A	NO ACTIVITY DURING THE MONTH OF JANUARY 2015	N/A	N/A	N/A