

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
OCTOBER 23, 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
Frank Frione
F. Martin Perry
Beth Talabisco

Commissioner Bruno Barreiro, Chair
Nick Inamdar
Mayor Tim Ryan

Andrew Frey
Gerry O'Reilly
James A. Scott

Executive Director

Jack Stephens

GOVERNING BOARD REGULAR MEETING
OF OCTOBER 23, 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 September 25, 2015.

PUBLIC HEARING -1

ADVERTISED PUBLIC HEARING

**NOTICE OF PUBLIC HEARING AND INTENT TO FILE
SECTIONS 5307 and 5337 GRANT APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION IN THE AMOUNT OF \$10,331,758**

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of October 23, 2015 the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA's intent to file Sections 5307 and 5337 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$10,331,758. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Pompano Beach, FL 33064.

PH 1 –

1. Open Public Hearing
2. Close Public Hearing
3. **MOTION TO APPROVE:** Resolution No. 15-004, permitting the South Florida Regional Transportation Authority (SFRTA) staff to submit the remaining Fiscal Year 2015 grant applications to the Federal Transit Administration (FTA) in the amount of \$10,331,758 in Capital and Planning funds to support the SFRTA Program of Projects.

Department: Finance
Project Manager: Carla D. McKeever

Department Director: Richard D. Chess
Procurement Director: Christopher Bross

REGULAR AGENDA

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

R1. MOTION TO APPROVE: Amendment No. 4 to Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., the Project Management Consultant (PMC), to provide support on environmental testing, permitting and site monitoring on the Vehicle Maintenance and Storage Facility (VMSF) for the Wave Modern Streetcar located on 1801 SW 1st Ave, Fort Lauderdale (FL), in the maximum not-to-exceed amount of \$264,806.62.

Department: Engineering and Construction
Project Manager: Martin Benzaquen, P.E.

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

R2. MOTION TO APPROVE: Amendment No. 7 to Agreement No. 14-012, between Veolia Transportation Maintenance and Infrastructure (VTMI) and the South Florida Regional Transportation Authority (“SFRTA”) to provide Construction Services for the track and signal tie-in work needed for FDOT’s new drawbridge located at the New River and SFRC for the maximum not-to-exceed amount of \$870,636.14.

Department: Engineering and Construction
Project Manager: Nikeisha Thomas

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

R3. MOTION TO APPROVE: Fifth Amendment to Agreement No. 08-004 (Amendment) between SFRTA and Keolis Transit Services, LLC, for Shuttle Bus Services, to extend the existing Agreement sixty (60) days, through February 29, 2016, in a not-exceed amount of \$670,000.

Department: Operations
Project Manager: Chad Betts

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R4. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), to provide capital funding in the amount of \$500,000 for the purchase of GPS equipment for trains. The JPA will expire on December 31, 2018 unless a time extension is granted.

Department: Finance
Project Manager: Elizabeth Walter-Ebersole

Department Director: Richard D. Chess
Procurement Director: Christopher Bross

INFORMATION / PRESENTATION ITEMS

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

- I-1. [INFORMATION](#)- Tri-Rail Coastal Link on the FEC Corridor
- I-2. [INFORMATION](#)- 2040 Southeast Florida Regional Transportation Plan (RTP) “Rollout” Event
- I-3. [PRESENTATION](#)- Federal Congressional Update

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](#) – September
- B. [RIDERSHIP GRAPHS](#) – September
- C. [ON-TIME PERFORMANCE GRAPHS](#) – September
- D. [MARKETING MONTHLY SUMMARY](#) – September
- E. [BUDGETED INCOME STATEMENT](#) – September
- F. [PAYMENTS OVER \\$2,500.00](#) – September
- G. [REVENUE AND FARE EVASION REPORTS](#) – September
- H. [SOLICITATION SCHEDULE](#) – September

- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - September
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – September
- K. PROPERTY TASK FORCE – PROJECT SCHEDULE - N/A
- L. SECURITY REPORT - September
- M. EXPIRING CONTRACTS - September
- N. CONTRACT ACTIONS EXECUTED UNDER GENERAL COUNSEL'S AUTHORITY - September

OTHER BUSINESS

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 SEPTEMBER 25, 2015

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, September 25, 2015 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Chair, Miami-Dade County Commissioner
 Steven L. Abrams, Palm Beach County Commissioner
 Andrew Frey, Miami-Dade County Governor's Appointee
 Frank Frione, Palm Beach County Governor's Appointee
 Nick A. Inamdar, Miami-Dade County Citizen Representative
 Gerry O'Reilly, Florida Department of Transportation, District IV
 F. Martin Perry, Palm Beach County Citizen Representative— *arrived at 9:40 a.m.*
 Tim Ryan, Broward County Commission Mayor
 James A. Scott, Broward County Governor's Appointee
 Beth Talabisco, Broward County Citizen Representative

BOARD MEMBERS ABSENT:

ALSO PRESENT:

Jack L. Stephens, Executive Director, SFRTA
 C. Mikel Oglesby, Deputy Executive Director, SFRTA
 Bonnie Arnold, Public Information Officer, SFRTA
 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
 Rene Matthews, Comptroller/Director of Special Projects, SFRTA
 Daniel Mazza, P.E., Director of Engineering & Construction, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Jeffrey Olson, Deputy General Counsel, SFRTA
 Sandra Thompson, Executive Administrative Coordinator, SFRTA
 Allen Yoder, Director of Safety and Security, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 9:35 a.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

AGENDA APPROVAL – Additions, Deletions, Revisions

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

Mr. Jack Stephens, Executive Director, SFRTA stated that Exhibit 1, Presentation on Term Sheet to Agenda Item No. I-2. Term sheet between the South Florida Regional Transportation Authority, All Aboard Florida Operations, LLC and Florida East Coast Railway, LLC for the Tri-Rail Station project and Downtown Miami Link service, was added to the Agenda and forwarded to the Board Members on September 24th.

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

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

MATTERS BY THE PUBLIC – 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 August 28, 2015.

C2. MOTION TO APPROVE: Ratification of the Public Sidewalk Easement, which was required as a condition of the City of Pompano Beach’s (City’s) issuance of the building permit for the Operations Center (Project).

Commissioner Steven Abrams moved for approval of the Consent Agenda. The motion was seconded by Board Member Frank Frione.

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

Board Member Martin Perry arrived at 9:40 a.m.

REGULAR AGENDA

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

Board Member Frank Frione requested to be recused from voting on Item R1. (B) Kimley-Horn and Associates, Inc.

FORM 8B, MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS has been filed with the office.

R1.

(A) **MOTION TO APPROVE**: Agreement No. 15-014 (A), between South Florida Regional Transportation Authority (SFRTA) and HNTB Corporation for General Engineering Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of \$5,000,000.

(B) **MOTION TO APPROVE**: Agreement No. 15-014 (B), between South Florida Regional Transportation Authority (SFRTA) and Kimley-Horn and Associates, Inc., for General Engineering Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of \$5,000,000.

(C) **MOTION TO APPROVE**: Agreement No. 15-014 (C), between South Florida Regional Transportation Authority (SFRTA) and Parsons Brinckerhoff, Inc., for General Engineering Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of \$5,000,000.

(D) **MOTION TO APPROVE**: Agreement No. 15-014 (D), between South Florida Regional Transportation Authority (SFRTA) and Parsons Transportation Group, Inc., for General Engineering Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of \$5,000,000.

(E) **MOTION TO APPROVE**: Agreement No. 15-014 (E), between South Florida Regional Transportation Authority (SFRTA) and T.Y. Lin International, Inc., for General Engineering Consultant Services, for a period of five (5) years, in the maximum not-to-exceed amount of \$5,000,000.

Commissioner Steven Abrams moved for approval of (A); (C); (D) and (E). The motion was seconded by Board Member Martin Perry.

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

Commissioner Steven Abrams moved for approval of (B). The motion was seconded by Board Member Martin Perry.

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

R2. MOTION TO APPROVE: Supplemental Joint Participation Agreement #2 (JPA) between the South Florida Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), serving as a pass through entity for Federal Highway Administration (FHWA) funds in the amount of \$4,000,000 towards the SFRTA Operating Expenses.

Board Member Martin Perry moved for approval. The motion was seconded by Board Member Andrew Frey.

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

R3. MOTION TO APPROVE: Agreement No. 15-015, between the South Florida Regional Transportation Authority (SFRTA) and Ericks Consultants, Inc., for SFRTA State and Regional Legislative Consulting Services, for a period of five (5) years, in the total amount of \$1,230,000.00.

Commissioner Abrams requested an explanation of the contract assignments.

Mr. Stephens responded that this is a team contract that includes local support for each of the counties. The Barreto Group covers Miami-Dade County; The Ericks team covers Broward County and The Mathis Group covers Palm Beach County. In addition, Tallahassee coverage is by the Rubin Group. This is a strong team that has well served the SFRTA. Ms. Vicki Wooldridge, Government Affairs Manager, SFRTA oversees the contract and Mr. Dave Ericks manages the teams.

Mayor Ryan inquired as to the length of term and wanted to know the benefits and risks of the 3 year term verses a 5 year term contract.

Ms. Teresa Moore, General Counsel, SFRTA responded that the contract contains a "termination without cause," for convenience, should the SFRTA desire to terminate the contract. It also does not limit the SFRTA to hire other lobbyists should the need arise. The reason for the 5 year term is the Board, in the past, had expressed a desire to move away from a contract of a 3 year term with two (1) year renewal contracts.

The Chair supported the current term and noted the "termination without cause."

Mr. Stephens added that it does not matter to staff on the approach to the contract. It was the Boards decision to change the option for convenience and efficiency. This team is unique in the areas of legislative expertise with the background knowledge to assist the SFRTA with the elected

officials in Tallahassee. SFRTA did have several firms come forward for the bids. This is the only team that was responsive with an offer.

Board Member Perry added that the length of the contract is irrelevant if the contract is a “term-at-will.”

Commissioner Abrams recognized the flexibility of the contract to terminate and add other teams. He questioned that if Ericks is terminated, are also the teams terminated and how do we plug in the appropriate people without terminating the whole thing.

Ms. Moore stated that the prime has the ability to substitute members of the team with SFRTA’s approval.

Commissioner Steven Abrams moved for approval. The motion was seconded by Board Member Andrew Frey.

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

R4. MOTION TO APPROVE: Agreement No. 16-001, between the South Florida Regional Transportation Authority (SFRTA) and G4S Secure Solutions (USA) Inc., for Armed Security, Fare Enforcement, and Revenue Collection Services, for a period of five (5) years, in the maximum not-to-exceed amount of \$33,596,432.

Board Member Frione requested a discussion on the current tire thefts at the Sheridan Street Tri-Rail Station.

Mr. Anthony Strianese, Project Manager, G4S addressed the Board. He stated that this situation is not unique to Tri-Rail. The thefts have been a problem for many years in hitting the high-end vehicles and the process has become more sophisticated. The thieves are an organized and professional group and the timing is in and out in about 30 seconds per event. Staff is in communications with local law enforcement and recently a suspect vehicle was spotted at a local hospital. They target times generally 10 a.m. to 4 p.m. and staff has to be in the right spot at the right time.

Mr. Allen Yoder, Director of Safety and Security, SFRTA addressed the Board. He stated that there has been redeployment of security staff and there have been no reoccurrence of the incidents. As pointed out, it is being in the right place at the right time. In knowing the times of the occurrences has helped to abate the thefts at the stations. Staff is currently working on a pilot project for cameras at the Dania garage and platform. SFRTA does have a capital project regarding cameras at stations. Public safety coordination is in place and there is now 24/7 monitoring with response. There are discussions with FDOT District 6 to link into the cameras at the MIC.

Mayor Ryan inquired as to personal assaults and injury on SFRTA property.

Mr. Yoder responded that assault incidents are very low and happen mostly at/on station platforms. There have been a minimum of snatch and grab robberies.

Board Member O'Reilly commented that there is a budget of \$33.5 million (10%) and requested that there be correct performance measures in the contract.

Commissioner Abrams requested the responses on the RFP.

Mr. Stephens responded that there were three responses to the RFP. One was considered as non-responsive due to conditions. The two remaining were American Guard Services and G4S. The technical analysis scores showed American Guard at 30.3 and G4S at over 70 points.

Commissioner Abrams commented that he supports the award. He stated that most of the costs are personnel and the more coverage are more costs.

Mr. Stephens stated that when he worked at MARTA, they had their own police force that covered several territories, enforcement areas and counties. The criminals are smart and observe when staff departs and the criminals swoop in. Staff is continuing to recognize patterns and trends and to have the appropriate resources/staff in place where needed.

Board Member Frione requested a date for the pilot program implementation and requested this be returned next month.

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

The Chair recognized new Board Member Beth Talabisco.

Board Member Talabisco commented that she had ridden Tri-Rail twice this past week and found it to be a lovely experience on Sunday to Miami and Wednesday to Palm Beach. She asked about safety on the catwalks at night.

Mr. Yoder responded that there are cameras on the trains, crossovers, stairwells and platforms. There have been no incidents on the crossovers, other than slip and falls.

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

The Chair recognized and welcomed to the SFRTA Governing Board new Member Beth Talabisco. Mrs. Talabisco brings more than a decade of public and community service to her responsibilities with the SFRTA. She was mayor of the City of Tamarac from 2006-2014, vice mayor from 2005-2006, and a City Commissioner from 2003-2006.

R5. MOTION TO APPROVE:

(A) Reimbursement Agreement between the South Florida Regional Transportation Authority ("SFRTA") and the Bayfront Park Management Trust in the amount of \$250,000 associated with the design and construction of the Tri-Rail Downtown Miami Link Station Improvements at the Miami Central Station, in substantially the form provided and;

(B) Delegation to Commissioner Abrams to finalize and execute.

Board Member Martin Perry moved for approval of (A) and (B). The motion was seconded by Board Member Frank Frione.

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

R6. MOTION TO ELECT: SFRTA Vice Chair for Fiscal Year 2015-2016

Board Member Jim Scott nominated Mayor Tim Ryan to serve as Vice Chair for the remainder of the term.

Mayor Ryan inquired if Board Member Scott would be interested in serving.

Board Member Scott declined and requested a vote.

Board Member Jim Scott moved for approval of Mayor Tim Ryan to serve as Vice Chair. The motion was seconded by Commissioner Steven Abrams

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

INFORMATION / PRESENTATION ITEMS

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

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

Mr. Stephens reported that there are ongoing conversations. The I-2 Presentation will provide more detail. He did note that excitement is growing among the communities and developers where a TRCL stations can be built.

Board Member Fray commented on zoning changes for parking requirements and reductions thereof in transit oriented developments (TOD). He suggested that parking requirement reductions be a condition of the TOD negotiations.

The Chair stated that Mr. Frey's suggestions can be taken into consideration during the negotiations. He suggested requesting of state legislation to create a zone along the corridors to support parking reductions in TOD zones and designs.

I-2. PRESENTATION - Term Sheet between The South Florida Regional Transportation Authority All Aboard Florida Operations, LLC, and Florida East Coast Railway LLC for the Tri-Rail Miami Central Station Project and Downtown Miami Link Service

Ms. Teresa Moore gave a detailed PowerPoint Presentation on the TRCL Project, Term Sheet and Downtown Miami Link Service.

I-3. PRESENTATION - Regional Transit Oriented Development (TOD) Update

Mr. William Cross, Director of Planning and Capital Development, SFRTA addressed the Board. He announced that the SFRTA receive a federal grant for TOD in the amount of \$1.25million along with partners the South Florida Regional Planning Counsel and Treasure Coast Regional Planning Counsel. Mr. Cross introduced Mr. Jim Murley and Dr. Kim Delaney of the respective counsels. Mr. Cross added that Lynda Westin, Planning Manager, SFRTA is the contact for the project.

Dr. Kim Delaney of the Treasure Coast Regional Planning Counsel addressed the Board. She gave a PowerPoint Presentation on TOD development along the corridor.

Commissioner Abrams commented on the ownership of the various properties throughout the Palm Beach County and recommended to prioritize the development of those properties that the county owns and recommended affordable housing incentive programs.

I-4. PRESENTATION - Cypress Creek Mobility Hub Master Plan

Ms. Lynda Westin gave a presentation on the Cypress Creek Plan. She introduced the consultants working on the project.

Ms. Odalys Delgado, Principal Planner, HNTB addressed the Board.

Mr. Eric Liff, Consultant with Lambert Advisory, LLC gave an update on the economic and market analysis.

Mr. Thomas Lavash, Consultant with WTL+a, gave an update on the development of the project.

I-5. INFORMATION - Palm Beach International Airport (PBIA) Shuttle Bus Service

Mr. Stephens invited the Board to the West Palm Beach International Airport Shuttle Bus Service ribbon cutting event on October 16, 2015 at 10:00 am. It will take place at the WPB Tri-Rail Station. He continued that there is a new procurement on shuttle bus service and the new vehicles will have sufficient luggage racks.

I-6. INFORMATION - 2015 Legislative Session Final Report

Mr. Dave Ericks, Principal of Ericks Consultants gave an update on the 2015 State Legislative session.

Mayor Ryan inquired as to the options for a dedicated funding source. He inquired as to the portion of the gas tax dollars are returned to the region as fair share.

Mr. Ericks responded that what has been submitted in the past has been turned down, and what funding formula is adopted will be applied to all state transit agencies (SunRail Jacksonville, Hillsboro). There is a deadline of 2- 3 years away. Mr. Ericks referred to I-95 Express Toll lanes and those funds all go to the State.

Ms. Moore clarified that the deadline is an agreement to seek dedicated funding and not an expiration of the funding.

Mr. O'Reilly clarified that the Express Toll lane funds are segregated by county and those funds are spent on roads in that county. He continued as to the "fare-share" he referred to a study that was made and confirmed there is a formula.

Mr. Stephens suggested an update on the study and a review.

Commissioner Abrams suggested a statute change in regards to multiple jurisdiction crime scenes.

Ms. Moore responded that Commissioner Abrams suggestion on multiple jurisdictions has been addressed and staff is working on possible inter local agreements. She added there is potential legislation on utility relocation and staff is watching this closely as it may impact the Wave project.

Ms. Wooldridge added that there are bills being submitted that do not affect the SFRTA directly. One is requiring certain railroads to build sidewalks adjacent to rail lines. She stated that it did not pass last year any may not pass this year. It is also being watched. The industry does not encourage pedestrian activity along the corridor.

Mr. O'Reilly commented that there are protocols in place clear accidents promptly. He recommended working with staff to put something together.

COMMITTEE REPORTS / MINUTES

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

- A. PROPERTY TASK FORCE
- B. CONSTRUCTION OVERSIGHT COMMITTEE

Board Member Frione commented on the COC in that Mr. Cummings was the chair and inquired if a new chair will be chosen.

The Chair stated that this will be taken into consideration prior to a recommendation and it will be brought back at the next meeting.

- C. PLANNING TECHNICAL ADVISORY COMMITTEE

- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES
- J. LEGAL SERVICES COMMITTEE

MONTHLY REPORTS

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

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

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

BOARD MEMBER COMMENTS

Board Member Scott announced that the Governor called the three appointees: Frank Frione, Andrew Frey and himself for reappointment to the SFRTA Board. An official announcement is forthcoming.

Board Member Frione announced, for the record, that on December 5, 2014 he submitted Form 8B: MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS, for agenda item R9(C) Kimley-Horn procurement. He has amended this on September 15, 2015, to disclose that his wife, Laura Frione had done business with the same company.

The Chair declared it noted for the record.

CHAIR COMMENTS

ADJOURNMENT

There being no further business the meeting adjourned at 12:15 p.m.

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Frank Frione, hereby disclose that on September 25, 20 15 :

(a) A measure came or will come before my agency which (check one)

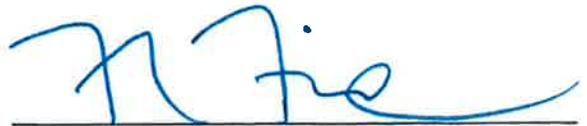
- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, Kimley Horn and Associates, Inc. ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Item R1(B) before the SFRTA Board was a contract between the agency and Kimley-Horn and Associates, Inc. I abstained from voting because of a potential business contract between Kimley-Horn and GFA International.

9/25/2015

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Frank Frione, hereby disclose that on September 25, 20 15;

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, hauwa frione _____;
- (May have) inured to the special gain or loss of GFA International, Inc. _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Regarding same item before the Board (Item R9 (C)) for Agreement No. 14-010(C) (the "Agreement") between SFRTA and Kimley Horn and Associates, Inc. for which I abstained in December 5, 2014 for the reason stated above(see Exhibit 1), it has come to my attention just recently that a firm in which my wife has a financial interest (Geologistics, Inc.) is a subconsultant to Kimley Horn and Associates, Inc. under that Agreement. Therefore, I would have also abstained from voting for this reason, had I been aware of it at the time. I am amending this form to provide for this additional reason for abstention.

9/25/15

Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Frank Frione, hereby disclose that on December 5, 20 14 :

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- (May have) inured to the special gain or loss of GFA International, Inc., by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The item before the SFRTA Board was a contract between the agency and Kimley-Horn. I abstained from voting because of a potential business contract between Kimley-Horn and GFA International.

12/18/2014
Date Filed

FFrione
Signature

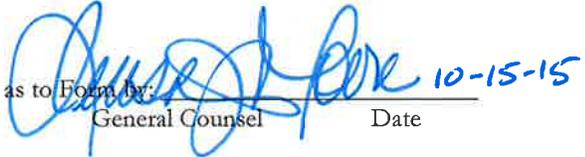
NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

AUTHORIZING RESOLUTION NO. 15- 004
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2015 PROGRAM OF PROJECTS

Recommended by:  10/15/15
Department Director Date

Approved by:  10/15/15
Procurement Director Date

Authorized by:  10/15/15
Executive Director Date

Approved as to Form by:  10-15-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
Andrew Frey Yes No
Frank Frione Yes No
Nick A. Inamdar Yes No

Gerry O'Reilly Yes No
F. Martin Perry Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No
Beth Talabisco Yes No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RESOLUTION NO. 15-004**

RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CERTIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Transit Administration has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon South Florida Regional Transportation Authority (“SFRTA”) and may require SFRTA to provide the local share of the project cost; and

WHEREAS, SFRTA has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

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

Section 2. SFRTA’s Executive Director, or the Executive Director’s Designee, is authorized to execute and file the application for Federal assistance on behalf of SFRTA with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, and other Federal statutes authorizing a project administered by the Federal Transit Administration.

Section 3. SFRTA’s Program of Projects includes the following: Preventative Maintenance and Transit Enhancements.

Section 4. SFRTA’s Program of Projects is estimated to cost \$10,331,758 in federal funding.

Section 5. The Executive Director, or the Executive Director’s Designee, is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.

Section 6. SFRTA's Executive Director, or the Executive Director's Designee, is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of SFRTA.

Section 7. SEVERABILITY.

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

Section 8. CERTIFICATION.

The undersigned duly qualified the Executive Director, or the Executive Director Designee, acting on behalf of SFRTA, certifies that the forgoing is a true and correct copy of a resolution adopted at a legally convened meeting of the SFRTA Governing Board held on May 22, 2015.

Section 9. EFFECTIVE DATE.

This Resolution shall become effective upon its adoption.

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

- Member – Commissioner Steven L. Abrams - _____
- Member – Andrew Frey - _____
- Member- Frank Frione - _____
- Member – Nick Inamdar - _____
- Member – Gerry O'Reilly - _____
- Member – F. Martin Perry - _____
- Member – Mayor Tim Ryan - _____
- Member – James A. Scott - _____
- Member – Beth Talabisco - _____
- Chair – Commissioner Bruno Barreiro - _____

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

ATTEST

South Florida Regional Transportation Authority

By: _____
Jack L. Stephens
Executive Director

By: _____
Chair

_____ day of _____

(SFRTA seal)

Approved as to form and legal sufficiency by:

Teresa J. Moore
General Counsel, SFRTA

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

**NOTICE OF PUBLIC HEARING AND INTENT TO FILE
SECTIONS 5307 and 5337 GRANT APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION IN THE AMOUNT OF \$10,331,758**

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of October 23, 2015 the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA’s intent to file Sections 5307 and 5337 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$10,331,758. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Pompano Beach, FL 33064. The following represents SFRTA’s Program of Projects for Fiscal Year 2015:

Urbanized Area:	Miami, Florida
Federal Transit Administration Apportionment:	\$10,331,758
Total Funds Available:	\$10,331,758
Designated Recipient:	South Florida Regional Transportation Authority

PROGRAM OF PROJECTS

Preventative Maintenance	\$ 10,275,144
Transit Enhancements	56,614
	<u>\$ 10,331,758</u>

These improvements will enhance significantly the service reliability of passenger and freight service in the rail corridor owned by the Florida Department of Transportation.

Those wishing to review or obtain a copy of any materials pertaining to this public hearing may contact Carla D. McKeever at telephone (954)788-7953; if hearing impaired, telephone (800)273-7545 (TTY) for assistance. All written comments will be entered into the official records of the public hearing. Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes.

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, FL 33064, or telephone (954) 942-7245 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 for 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. Unless amended, this notice will serve as the SFRTA’s final Program of Projects for Fiscal Year 2015.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015

AGENDA ITEM REPORT

Consent Regular

AMENDMENT NO. 4 TO AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. FOR
PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE WAVE MODERN
STREETCAR

REQUESTED ACTION:

MOTION TO APPROVE: Amendment No. 4 to Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., the Project Management Consultant (PMC), to provide support on environmental testing, permitting and site monitoring on the Vehicle Maintenance and Storage Facility (VMSF) for the Wave Modern Streetcar located on 1801 SW 1st Ave, Fort Lauderdale (FL), in the maximum not-to-exceed amount of \$264,806.62.

SUMMARY EXPLANATION AND BACKGROUND:

On April 26, 2013, the SFRTA Board awarded The Wave Modern Streetcar Project (Project) PMC Services to HDR Engineering in the maximum not-to-exceed amount of \$11,335,757.21. These services included, among other tasks, the 30% design and data collection for the 2.7 mile WAVE Modern Streetcar Project alignment.

Amendment No. 4 adds the following tasks to the PMC's scope regarding the VMSF: site assessment report for environmental conditions at the site; soil management plan; dewatering plan; environmental remedial action plan; dust control plan; obtaining approval from regulatory authorities for and coordinating declaration of restrictive covenant (part of environmental remediation); construction environmental observation testing and reporting; groundwater testing and monitoring for one year; and a reasonable assurance report for gravity drainage wells.

Staff has negotiated a fee with the PMC which is within 1.45% of the Independent Cost Estimate of \$260,961.25. Staff recommends approval of the Amendment No. 4 to Agreement No. 12-008 (Exhibit 1) with the PMC in the maximum not-to-exceed amount of \$264,806.62.

Department: Engineering and Construction
Project Manager: Martin Benzaquen, P.E.

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

FISCAL IMPACT: Not-to-Exceed Budgeted Funds (with funds provided to SFRTA by various entities through the Wave Partnership Agreement)

EXHIBITS ATTACHED: Exhibit 1 – Amendment No.4 to Agreement No. 12-008

AMENDMENT NO. 4 TO AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. FOR
PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE WAVE MODERN
STREETCAR

Recommended by: *Dan Maya* 10/15/15 Approved by: *CO.3* 10/15/15
Department Director Date Procurement Director Date

Authorized by: *Jack Murphy* 10/15/15 Approved as to Form by: *[Signature]* 10-15-15
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
Andrew Frey Yes No
Frank Frione Yes No
Nick A. Inamdar Yes No

Gerry O'Reilly Yes No
F. Martin Perry Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No
Beth Talabisco Yes No



AMENDMENT NO. 4 TO AGREEMENT NO. 12-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC

FOR

PROJECT MANAGEMENT CONSULTANT SERVICES
FOR THE WAVE MODERN STREETCAR

AMENDMENT NO. 4 TO AGREEMENT NO. 12-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC.

FOR

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

This is the Fourth Amendment to the Agreement for Project Management Consultant Services for the Wave Modern Streetcar between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter referred to as “**SFRTA**” and **HDR ENGINEERING, INC.**, hereinafter referred to as “**CONTRACTOR**”.

WHEREAS, on April 26, 2013, **SFRTA** and **CONTRACTOR** entered into a four-year Agreement, hereinafter referred to as “Agreement,” in the maximum not-to-exceed amount of \$11,335,757.21; and

WHEREAS, on December 5, 2014, Amendment No. 1 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate preliminary engineering activities and data collection, including survey, geotechnical and sub-surface utility locations related to Phase 1(C) of the project, in the total not-to-exceed amount of \$242,433.54; and

WHEREAS, on December 5, 2014, Amendment No. 2 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate preliminary engineering activities and data collection, including survey, geotechnical and sub-surface utility locations related to the Northern Loop Phase 1(D) of the project, in the total not-to-exceed amount of \$586,673.20; and

WHEREAS, on June 26, 2015, Amendment No. 3 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate scope and funding for technical reports for the Wave Small Starts Grant Agreement application, funding for additional geotechnical services for Phase 1(C) and 1(D), and scope and funding for project management consultant oversight for the recently approved Broward County betterments, in the total not-to-exceed amount of \$425,356.82; and

WHEREAS, SFRTA now wishes to amend the Agreement to incorporate scope and funding for environmental consulting services at the future Vehicle Maintenance and Storage Facility property known as Site K, in the total not-to-exceed amount of \$264,806.62;

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

1. SCOPE OF SERVICES is amended to include the following:

Scope of Services is being expanded with Attachment 1 to Amendment No. 4 entitled "Environmental Consulting Scope of Services at Wave Streetcar Vehicle Maintenance and Storage Facility Property (Site K)", which is attached hereto and incorporated herein.

2. COMPENSATION is amended to read as follows:

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of ~~Twelve Million Five Hundred Ninety Thousand Two Hundred Twenty Dollars and Seventy-seven Cents (\$12,590,220.77)~~ Twelve Million Eight Hundred Fifty Five Thousand Twenty-seven Dollars and Thirty-nine Cents (\$12,855,027.39).

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment No. 4 to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this Fourth Amendment to the Agreement on the respective date under each signature: **HDR ENGINEERING, INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2015.

SFRTA

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:

HDR ENGINEERING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2015

Attachment 1 to Amendment No. 4
Environmental Consulting Scope of Services at Wave Streetcar Vehicle
Maintenance and Storage Facility Property (Site K)

PROJECT DESCRIPTION

The South Florida Regional Transportation Authority (SFRTA) requires environmental consulting services for conducting environmental consulting Tasks 1 through 10 described below at the property located at 1801 SW 1st Avenue in Fort Lauderdale, Broward County, Florida (the site or the subject property). The subject property, known as Site K, is anticipated to accommodate the Wave Streetcar's vehicle maintenance and storage facility (VMSF). A Phase II ESA was previously conducted on the subject property in April 2015 by the CONSULTANT. The Phase II ESA report indicated the following relative to soil and groundwater quality:

- Soil
 - a. Arsenic was reported above the residential direct exposure soil cleanup target level (RSCTL) in four (4) of the forty two (42) soil samples collected at the site.
 - b. One (1) soil sample, SB-10 collected north of the east entrance, had an arsenic concentration of 52 mg/kg. This value exceeded the commercial direct exposure soil cleanup target level (CSCTL) of 12 mg/kg.
 - c. One (1) soil sample collected at SB-12, adjacent to a geophysical anomaly on the northeast portion of the site, exceeded the direct exposure RSCTL for benzo (a) pyrene equivalents (BaPE) at a depth of 0.5 feet.
- Groundwater
 - a. Arsenic exceeded the groundwater cleanup target level (GCTL) in four (4) groundwater samples collected by the CONSULTANT at the site. These wells were MW-2, MW-3, MW-5, and MW-6R, which are located on the southern half of the site.
 - b. The arsenic concentration found in the samples from MW-2 exceeded the natural attenuation default criteria (NADC).

The source for the arsenic in groundwater and soil on the site is unknown but may be related to the historical use of the railroad tracks and other sources from human activity termed "anthropogenic sources." If it can be shown that the arsenic is related to the long term use of the tracks or urban use of the site, and not a point source type release, then the responsible party will only be required to address the contamination on the site. The arsenic may also be related to storage of treated lumber on the site. This may also be considered a non-point source type release. Along the northeast portion of the site, BaPE may be related to a small anomaly identified in that area from subsurface geophysics. However, the sources for the BaPE in soil on the remaining portions of the site are unknown. The compounds found in BaPE are present in asphalt and are also associated with partial combustion of fossil fuels. BaPE compounds are

commonly found in urban areas and in rail yards. Therefore, the observed BaPE in the soil over the majority of the site may also be considered a non-point source type release.

A meeting was conducted with Broward County Environmental Protection and Growth Management Department staff on August 12, 2015, to discuss the environmental conditions. The primary results of the meeting were as follows.

- An application for an Environmental Assessment and Remediation (EAR) License and the annual fee of \$2,000 per year is required by the county.
- The existing Phase II ESA along with supplemental site assessment information can be used to prepare and submit a Site Assessment Report (SAR).
- Additional soil sampling in the area of SB-10 is warranted, and a complete round of groundwater sampling is required.
- The extent of groundwater contamination needs to be defined on the property.
- Broward County will accept engineering and institutional controls and consideration of use of the 95% Upper Confidence Limits (UCL) statistical tool, if applicable.
- If SFRTA decides to obtain conditional closure under an Institutional Control such as a Declaration of Restrictive Covenant (DRC), the DRC will need to be in place before the property can transfer from SFRTA to Broward County.
- A minimum of one (1) year of groundwater monitoring to show that the plume is stable is required before the DRC can be finalized.
- A Soil Management Plan will be required.
- A Dewatering plan and permit will be required if construction dewatering is conducted.
- Stormwater drainage wells will be required for stormwater controls.

A meeting was conducted with SFRTA staff after the meeting with Broward County. It was determined that a task for evaluation of the use of gravity drainage wells should be included in this scope of services. Based on the above information, the CONSULTANT developed the following tasks that need to be completed in the development of the VMSF.

- Task 1: Meetings with Broward County Pollution Prevention, Remediation, and Air Quality Division (PPRAQD) and other regulatory staff
- Task 2: Completion of Site Assessment Report (SAR)
- Task 3: Preparation of Soil Management Plan (SMP)
- Task 4: Preparation of a Dewatering Plan
- Task 5: Preparation of a Remedial Action Plan (RAP)
- Task 6: Preparation of a Dust Control Plan
- Task 7: Assist with Preparation of Declaration of Restrictive Covenant (DRC)
- Task 8: Construction Environmental Observation, and Testing and Reporting

- Task 9: Groundwater Monitoring, Testing, and Reporting for One (1) Year
- Task 10: Preparation of Reasonable Assurance Report for Gravity Drainage Wells
- Task 11: Other Services

This amendment provides the scope and fee associated with completion of the above tasks. In order to prepare this amendment, the CONSULTANT has identified the following:

- The arsenic and BaPE equivalents contamination observed at the site is a result of long term use and not a point source type release.
- No off-site assessment will be required by Broward County.
- Stormwater exfiltration will not be allowed on the southern portion of the site, in areas of known groundwater contamination. However, the use of stormwater drainage wells at depths below the contamination will be allowed.
- A Soil Management Plan (SMP) will be required for construction on the site.
- The site balances and there is no export of soil from the property.
- Due to measured depth to groundwater of 4 to 5 feet, construction dewatering will be conducted at a minimum. Wherever possible, excavation into the water table will be conducted "in the wet." Dewatering will be required in the area of the proposed maintenance pits. A Dewatering Plan will be required with Broward County if construction dewatering is conducted. If a Dewatering Plan is required, the treatment system will consist of 1,000 pounds of activated alumina. Treated water will be discharged back on site and allowed to percolate in the ground. No treated water will be allowed to run off site.
- A Dust Control plan will be required for the site. Standard dust control practices will be used.
- The CONTRACTOR will need to prepare and implement a Health and Safety Plan (HASP) for working in contaminated media.
- Engineering Controls (EC) and Institutional Controls (IC) will be used to address soil and groundwater conditions on the site. The EC and IC will include the use of the asphalt parking lot and building foundations, and restrictions for commercial/industrial land use only and use of groundwater from the site.
- There will be no source removal activities consisting of soil excavation and disposal, as all soil contamination will be addressed using ECs and ICs.
- Construction observation and testing associated with contaminated media will be required, consisting of up to 20 soil samples and 25 water samples during construction. Soil samples will be analyzed for Volatile Organic Compounds (VOCs) EPA Method 8260, Semi Volatile Organic Compounds (SVOCs) PAHs EPA Method 8270 SIM, FL-PRO, and the 8 RCRA Metals. Water samples will be analyzed for arsenic. The CONSULTANT will provide up to 200 hours of site observations and testing and will prepare one (1) completion report at the end of construction activities.

- One (1) year of groundwater monitoring for arsenic and reporting will be conducted after construction. The groundwater monitoring will consist of sampling of up to eight (8) existing groundwater monitoring wells for arsenic on a quarterly basis. Up to four (4) quarterly groundwater monitoring reports shall be provided to the PPRAQD for review.

SCOPE OF SERVICES

The CONSULTANT will provide the following services.

Task 1 - Meetings

The CONSULTANT shall prepare for, travel to, and attend the following meetings to discuss environmental conditions, site assessment and remediation planning, impacts of environmental contamination on design and permitting, impact of contamination on construction components, closure activities, monitoring, treatment, testing, and reporting. The meetings are required in order to integrate the site assessment and cleanup with the redevelopment and provide documentation for permitting and certificate of occupancy relative to environmental conditions.

- SFRTA – Up to two (2) meetings
- Broward County Environmental Licensing and Building Permitting Division– Up to two (2) meetings
- Broward County PPRAQD – Up to two (2) meetings
- South Florida Water Management District (SFWMD) – Up to two (2) meetings
- Contractor – Up to two (2) meetings

Task 2 - Completion of Site Assessment Report (SAR)

The CONSULTANT shall complete a Site Assessment Report (SAR) for the site. The SAR will consist of the following sub tasks:

Task 2A - Submit Documentation of EAR License

The CONSULTANT shall prepare the documentation required by Broward County for the EAR license. This includes a site map, summary of assessment data and results, and other information required by Broward County. SFRTA will be responsible for providing the \$2,000 license fee to be included with the documentation.

Task 2B - Compile Historical Information on the Property

In order to establish the case in the report that the impacts on the property are not associated with a point source type release, the CONSULTANT will compile additional historical documentation through building department records, Sanborn

fire insurance maps, aerial photographs, and other sources to be provided in the SAR.

Task 2C - Site Assessment Activities

This task will consist of completion of up to 20 soil borings, five (5) shallow groundwater monitoring wells, and two (2) single-cased deep groundwater monitoring wells on the site. Up to 60 soil samples will be collected and analyzed for BaPE and arsenic. The five (5) new shallow monitoring wells and two (2) deep monitoring wells, along with eight (8) existing wells will be sampled for BaPE and arsenic. All sampling activities shall meet FDEP and Broward County Standard Operating Procedures (SOPs). In addition to the above, the CONSULTANT will complete a visual survey for wells within a ¼- radius of the property as required by PPRAQD. The CONSULTANT will also survey well head elevations for the newly installed wells.

Task 2D - Prepare and Submit SAR

Soil and groundwater data will be reviewed and tabulated in summary tables. The tables will provide all historical data for the property. Figures showing the extent of soil and groundwater impacts and groundwater flow will be prepared based on the data. A SAR will be prepared and a draft copy provided to SFRTA to review. Upon approval, the SAR will be submitted to PPRAQD for review and approval.

Task 2E – Prepare SAR Addendum

The CONSULTANT will prepare one (1) SAR Addendum (SARA) in response to request for additional information from PPRAQD. This task assumes that any additional field work requested by PPRAQD will be completed under existing Task 2C.

Task 3 - Preparation of Soil Management Plan (SMP)

The CONSULTANT shall prepare a SMP describing soil handling, testing, and disposal activities to be used by the CONTRACTOR. The CONSULTANT will work with the site civil design team to determine areas and volumes of soil to be excavated during construction of the property, and identify those areas and grading, loading, stockpiling, testing, and reporting protocol. The SMP will provide written protocol along with site plans to describe the requirements for soil. The SMP will be included with the Remedial Action Plan (RAP) described below and is required for regulatory approvals.

Task 4 - Preparation of Dewatering Plan

The CONSULTANT shall prepare a Dewatering Plan for the site. The Dewatering Plan will be required to obtain the permit for construction dewatering activities. The Dewatering Plan will consist of a summary of groundwater conditions, calculation of radius of influence for dewatering activities, design of a treatment system along with

numerical groundwater modeling to show the impact of dewatering on the known contaminant plume. The CONSULTANT will also prepare the package for a short-term dewatering permit application for submittal to SFWMD. The Dewatering Plan will be provided in the RAP.

Task 5 - Preparation of Remedial Action Plan

The CONSULTANT shall prepare a RAP for the site. The RAP shall include an Engineering Control Plan (ECP) and Engineering Control Maintenance Plan (ECMP). These plans will show areas of environmental impact along with the engineering and institutional controls to be used to address the contamination. The ECMP will outline long-term monitoring and maintenance of any Engineering Controls (EC) applied to the property. The RAP will include a general summary approach to closure of site conditions and also include the SMP, Dewatering Plan, and Dust Control Plan as attachments. Broward County will require this document for approval of plans for redevelopment of the site.

Task 6 - Preparation of Dust Control Plan

The CONSULTANT shall prepare a Dust Control Plan to be implemented by the CONTRACTOR during construction. The plan will be provided in the RAP described above and will consist of a summary of environmental conditions and dust control monitoring and action level requirements. A summary of possible options for dust control measures will be provided, but the CONTRACTOR will be responsible for identify the appropriate dust control measures to be taken.

Task 7 - Declaration of Restrictive Covenant (DRC)

The CONSULTANT shall assist SFRTA legal staff with preparation of a DRC for the site. The assistance shall include reviewing the DRC text and submittal of environmental data and figures for the DRC.

Task 8 - Construction Environmental Observation, and Testing and Reporting

The CONSULTANT shall provide observation, testing, and reporting during site construction activities. The CONSULTANT will provide up to 325 hours of site observation, and testing and reporting, as defined by the SMP, RAP, Dewatering Plan and Dust Control Plan. The CONSULTANT will also provide completion of an Engineering Control Implementation Report (ECI) at the conclusion of the construction activities. This report will document the type and extent of Engineering Controls constructed at the site.

Task 9 - Groundwater Monitoring, Testing, and Reporting for One Year

The CONSULTANT shall provide one (1) year of quarterly groundwater monitoring and reports for the site.

Task 10 – Reasonable Assurance Report for Gravity Drainage Wells

There is no available information regarding the feasibility of gravity drainage wells in the area of the site. In order to determine if gravity drainage wells are applicable to the site, CONSULTANT will conduct exploratory drilling and prepare a Reasonable Assurance Report for the stormwater drainage wells proposed for the site. The CONSULTANT will subcontract and observe the drilling of one (1) pilot hole to evaluate the localized hydrogeology and determine whether the prevailing conditions are suitable for the use of drainage wells for stormwater disposal. The pilot hole will be completed in an area on the property where no soil or groundwater contamination has been identified. The CONSULTANT will provide oversight during the drilling of the pilot hole. This oversight will include the collection of lithologic and groundwater quality data that will be used to evaluate the localized hydrogeologic conditions. The CONSULTANT will coordinate with the drilling subcontractor to conduct capacity testing at the pilot hole. Groundwater samples will be collected from the pilot well to evaluate chloride and total dissolved solids concentrations. Samples will be collected on 10 to 20 foot centers from the bottom of the USDW (underground source of drinking water) to the bottom of the borehole.

The CONSULTANT will prepare a Reasonable Assurance Report based on the data collected from the site. This report will be used to evaluate the localized hydrogeology relative to the use of stormwater drainage wells. The report will document the hydrostratigraphy and groundwater quality at the pilot well. This includes documenting the presence of confining or semi-confining units and the depth at which the total dissolved solids concentrations exceed 10,000 parts per million. The report will provide a vertical profile of the groundwater quality as it related to chlorides and total dissolved solids. The report will provide a summary of the hydraulic parameters for the proposed injection interval. Once the report is prepared the CONSULTANT will recommend installation of a test gravity drainage well to confirm aquifer characteristics and finalize stormwater design and permitting tasks.

Task 11 – Other Services

The CONSULTANT shall complete other services for SFRTA as directed. These other services may include the following:

- Brownfield consulting services should SFRTA decide to use this program to reduce overall cleanup costs. Under his program the CONSULTANT would assist in the Brownfield Area designation process and completion of a Brownfield Site Rehabilitation Agreement (BSRA).
- Additional site assessment or testing not described above.
- Additional construction observation testing and observation and reporting.
- Additional dewatering treatment design.
- Observation, testing, and reporting of removal of underground storage tanks or other features on the property.

- Review the Contractor HEALTH and SAFETY PLAN (HASP).
- Additional meetings or other tasks as requested by SFRTA.

Deliverables:

The following deliverables will be provided relative to Notice to Proceed (NTP) or regulatory approval.

Deliverable	Schedule
EAR License Documentation	One (1) week from NTP
Site Assessment Report (SAR)	Three (3) months from NTP
Soil Management Plan (SMP)	Two (2) months from PPRAQD SAR approval
Dewatering Plan	Two (2) months from PPRAQD SAR approval
Dust Control Plan	Two (2) months from PPRAQD SAR approval
Remedial Action Plan (RAP) - includes ECP and ECMP and Plans	Three (3) months from PPRAQD SAR approval
Engineering Control Implementation Report (ECI)	Two (2) months after conclusion of construction
Groundwater Monitoring Reports	Quarterly basis, starting two (2) months after conclusion of construction
Declaration of Restrictive Covenant Information	One (1) month after approval of conditional closure by PPRQAD
Reasonable Assurance Report for Gravity Drainage Wells	Two (2) months from NTP

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015

AGENDA ITEM REPORT

Consent Regular

AMENDMENT NO. 7 TO AGREEMENT NO. 14-012
VEOLIA TRANSPORTATION MAINTENANCE AND INFRASTRUCTURE (VTMI)
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

REQUESTED ACTION:

MOTION TO APPROVE: Amendment No. 7 to Agreement No. 14-012, between Veolia Transportation Maintenance and Infrastructure (VTMI) and the South Florida Regional Transportation Authority (“SFRTA”) to provide Construction Services for the track and signal tie-in work needed for FDOT’s new drawbridge located at the New River and SFRC for the maximum not-to-exceed amount of \$870,636.14.

SUMMARY EXPLANATION AND BACKGROUND:

On December 5, 2015, the SFRTA Board awarded Agreement No. 14-012 to VTMI for Maintenance of Way Services (MOW) on the South Florida Rail Corridor (SFRC) for a period of seven (7) years, in the lump sum amount of \$161,247,371.73, with one (1) three (3) year option period in the lump sum amount of \$74,833,447.79 (the “Agreement”).

Under VTMI’s Scope of Services, as Extra Work, VTMI is able to perform Capital Improvements on the SFRC. In October 2013, FDOT began construction of a new railroad drawbridge at the New River to replace the existing railroad drawbridge that dates back to the 1920’s. As part of this construction, on March 22, 2013, FDOT entered into a separate Railroad Reimbursement Agreement with CSXT for Track, Signal, and Temporary Grade Crossing work.

(Continued on Page 2)

Department: Engineering and Construction
Project Manager: Nikeisha Thomas

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

FISCAL IMPACT: Funds for New River Drawbridge Track and Signal Tie-in work is included in SFRTA’s Fiscal Year 2015-16 Capital Budget.

EXHIBITS ATTACHED: [Exhibit 1 – FDOT JPA FM #406919-1-94-01 for track and signal tie-in work for FDOT’s new drawbridge located at the New River and SFRC.](#)
[Exhibit 2 – Amendment No. 7 to Agreement No. 14-012](#)

AMENDMENT NO. 7 AGREEMENT NO. 14-012
VEOLIA TRANSPORTATION MAINTENANCE AND INFRASTRUCTURE (VTMI)
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Following the March 29, 2015, transition of control of the corridor from CSXT to SFRTA, this track and signal work will now need to be done by SFRTA's MOW contractor, through this Amendment. Funding for this Amendment will be provided through FDOT JPA FM #406919-1-94-01 for track and signal tie-in work for the New River Bridge that was executed by the SFRTA Board on May 22, 2015. SFRTA's General Engineering Consultant (HDR) performed an independent review of VTMI's cost proposal and determined their price to be fair and reasonable for this work.

Amendment No. 1 for flagging services was rescinded. Amendment No. 2 was for flagging services and Amendments No. 3 through 6 were for Extra Work allowed for under the Scope of Services for Capital Improvements on the SFRC.

Staff is requesting Board approval of Amendment No. 7 to the Agreement between VTMI and SFRTA for Construction Services to support the FDOT New River Bridge Replacement Project in the not-to-exceed amount of \$870,636.14.

AMENDMENT NO. 7 AGREEMENT NO. 14-012
VEOLIA TRANSPORTATION MAINTENANCE AND INFRASTRUCTURE (VTMI)
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

Recommended by: Dan Mayza 10/15/15 Approved by: C. O. B. 10/15/15
Department Director Date Procurement Director Date

Authorized by: [Signature] 10/15/15 Approved as to Form by: [Signature] 10-15-15
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
Andrew Frey Yes No
Frank Frione Yes No
Nick A. Inamdar Yes No

Gerry O'Reilly Yes No
F. Martin Perry Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No
Beth Talabisco Yes No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

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Financial Project Number(s): (Item-segment-phase-sequence) 406919-1-94-01	Fund: <u>DS</u> Function: <u>683</u> Federal Number: _____ DUNS Number: <u>80-939-7102</u> Agency DUNS Number: <u>786583609</u>	FLAIR Category: <u>088808</u> Object Code: <u>750021</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF650002789003</u> CSFA Number: <u>55021</u> CSFA Title: _____
Contract Number: _____ CFDA Number: _____ CFDA Title: _____		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority, 800 NW 33rd Street, Suite 100, Pompano, FL 33064 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 6/30/2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 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 provide funding to complete work undertaken by CSXT for the construction of the New River Bridge. Work includes construction of track, signal, and necessary work to tie-in to the existing South Florida Rail Corridor (SFRC) and as further described in Exhibit(s) A, 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 \$ 889,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 889,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

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

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

5.00 Project Budget and Payment Provisions:

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

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

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the

expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

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

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

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

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

6.62 Audits:

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

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

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

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

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

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

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

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 6.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

- a. The Department at the following address:

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

- 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 6.62 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:

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, 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 the following address:

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 Section 6.62 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 the following address:

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 Section 6.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a. The Department at the following address:

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 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or

facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

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

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

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

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

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

7.15 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

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

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

10.00 Contracts of the Agency:

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

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

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

10.30 Disadvantaged Business Enterprise (DBE) Policy:

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

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

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

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

12.00 Miscellaneous Provisions:

12.10 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.

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

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

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

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

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

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

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

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

12.90 Contractual Indemnity: Insurance and indemnification provisions and liability for services performed under this Agreement shall be governed in accordance with the terms and conditions of the Operating Agreement entered into June 13, 2013 between the SFRTA and the Department.

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

documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

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

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

15.00 Appropriation of Funds:

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

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

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 6/30/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

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

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

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

19.00 Restrictions on Lobbying:

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

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

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

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

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

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

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

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity

in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

23.00 E-Verify:

Vendors/Contractors:

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

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

AGENCY

South Florida Regional Transportation Authority
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

GerrE.
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development
TITLE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

Financial Project No. 406919-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

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

PROJECT LOCATION:

Fort Lauderdale

PROJECT DESCRIPTION:

The project is located at the south fork of the New River in Fort Lauderdale, FL. The Department shall provide a minimum of 45 days notice to SFRTA for any construction activity to be performed by SFRTA forces. The work to be done has been divided into phases and a brief description of each phase is noted on the contract plan sheets which have been previously provided to the SFRTA. Phases I-II have already been completed. SFRTA will assume the role of CSXT for the remainder of the phases. SFRTA shall provide, furnish, or have furnished, all necessary materials required for, and will construct at Department's expense;

- A. All Track work necessary to integrate the Replacement Bascule Bridge into the existing South Florida Rail Corridor (SFRC). This includes but not limited to; construction of "cut in" of new alignment including connection ties between new track construction and existing shifted track. SFRTA shall complete all the track work no later than 7 calendar days after commencement of the work.
- B. Signal and Communication work necessary to integrate the Replacement Bascule Bridge into the existing system. This includes but not limited to; the connection ties between new and existing signal and communication systems for transitioning from operations on the existing track alignment to the new track alignment. SFRTA shall complete the signal and communication work no later than 30 calendar days after commencement of the work.
- C. Signal and Communication Work necessary to integrate the new permanent Bridge Tender Control House with the Replacement Bascule Bridge. SFRTA shall complete the signal and communication work no later than 30 calendar days after commencement of the work
- D. Removal of the Temporary Standard Railroad Crossing and necessary approaches upon completion of the Project. The crossing material will belong to the Department and may be used by SFRTA for the maintenance of the SFRC.
- E. SFRTA shall utilize the material that CSXT had purchased with State funds for the Project. Additional material may be purchased by SFRTA upon approval of the Department. The Department provided SFRTA with the list of materials that have been purchased by CSXT.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.62, Part IV 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.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Funding to be used only for the CONSTRUCTION OF THE BASCULE BRIDGE AT THE NEW RIVER.

DELIVERABLES:

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

- Quarterly reports are to be submitted every three months.
- Include a detailed project budget with each invoice that delineates expenses with the project, clearly defines the expenses associated with the project as it relates to the scope.
- Site visits and route field review may be required by the state project manager to monitor the progress of the project.
- If the project scope changes, the FDOT project manager must be notified in writing.

Fin. Proj. No.: 406919-1-94-01

Contract No.: _____

Agreement Date: _____

EXHIBIT "B" PROJECT BUDGET

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

Referenced by the above Financial Project Number.

Cost Estimate:

The total estimate cost for the services is estimated in the amount of \$889,000 by the FDOT Engineer's Estimate. Below is a breakdown of the costs:

Signals	589,000
Track	200,000
Material Contingency	100,000
	889,000

PARTICIPATION:	FY2014 / 2015	Total
Federal Participation:		
None	\$0	\$0
Department Participation:		
State Funds	\$889,000	\$889,000
Local Participation		
SFRTA Funds	\$0	\$0
Total		\$889,000

TOTAL PROJECT COST:	\$889,000
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Financial Project No. 406919-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

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

Reference statutes as applicable.

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

Safety Requirements

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

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

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

Financial Project No. 406919-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "D"

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

(e.g., What services or purposes the resources must be used for)

(e.g., Eligibility requirements for recipients of the resources)

(Etc...)

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

FEDERAL RESOURCES

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

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.017	\$889,000
<u>Compliance Requirements</u>		

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

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

New Start Transit Program may fund up to ½ of the nonfederal share of eligible capital costs, in accordance with Section 341.051(5)(a). Departmental participation in the final design, right-of-way acquisition, and construction of an individual fixed-guideway project which is not approved for federal funding shall not exceed 12.5 percent of the total cost of each phase.

Matching Resources for Federal Programs

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

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



CONTRACT AMENDMENT NO. 7

Contract No. 14-012
Amendment No. 7
Project: Maintenance of Way (“MOW”) Services
Contractor: VTMI
Consultant: N/A

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

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

FDOT requires the services of SFRTA/VTMI to perform the tie-in work needed to complete the New River Bascule Bridge replacement in Ft. Lauderdale. The scope of work has been divided into phases and is noted on the contract plans sheets provided to VTMI previously. VTMI shall provide all necessary labor, equipment and materials to perform the following:

- A. All new track work necessary to tie-in the Replacement Bascule Bridge with the existing mainline tracks on the South Florida Rail Corridor (SFRC). This work includes but is not limited to; construction of the “cut-in” for the new track alignment including connection ties between newly constructed track and existing track; removal of the temporary standard railroad crossing and necessary approaches upon completion of the Project.
- B. All signal and communication work necessary to integrate the Replacement Bascule Bridge with the existing rail system. This includes but is not limited to; the connection between the new and existing signal and communication systems for transitioning operations from the existing track alignment to the new track alignment; all signal and communication work necessary to integrate the new permanent Bridge Tender Control House with the Replacement Bascule Bridge.
- C. VTMI shall utilize the materials that were previously purchased for this project by CSXT/FDOT. VTMI may need to purchase additional materials to complete the scope of work. SFRTA/FDOT provided a list of materials that were purchased by CSXT previously for this project and VTMI has performed a field visit to verify the list of materials. VTMI currently has possession of all of these materials.

Change:

1. Track Work - Summary

VTMI shall cut and shift 1000 LF of preexisting track and shall to tie into 1500 LF of newly constructed track and the drawbridge constructed by FDOT's Contractor. VTMI shall replace the 8'-6" timber ties and tie plates within the limits of the newly shifted track. VTMI shall surface, line, gage and set the newly set shifted track to the designed curved geometry. VTMI shall destress the track within the limits of their work and they shall thermite weld the rail.

Subtotal - Track Work

\$241,338.59

2. Signal Work - Summary

VTMI shall install, construct, commission the Signal System for the New River Bridge replacement. VTMI shall install two new interlockings, one on either end of the bridge. Materials for the two new interlockings, including the houses, computer-based vital interlockings, chargers, batteries and new signals were previously ordered and received by CSXT and were turned over to SFRTA/VTMI. VTMI currently has possession of all of these materials. VTMI surveyed the received materials and determined that additional items, including proximity sensors (used for sensing span closure and lock), conduit, signal foundations, cable for power drops, express cable between locations, fill and various consumables were required but were not available. VTMI will provide these materials to complete the installation. VTMI has subcontracted Xorail to perform the required programming for the new interlockings. The programming will consist of writing and simulating the applications logic for the two new interlockings. VTMI has also subcontracted Signal South to perform as-in-service (ASIS) work on the hardware drawings. This ASIS work will include adding final configuration information for the interlocking programs, revising drawings to reflect field conditions and updating revision blocks. Installation and testing of the two new interlocking houses, signal foundations, bridge facilities, and cable will take approximately 48 crew days. The old signal system will be removed once the new system is cut into service. Additionally, it will be necessary for VTMI to bond the work, provide all licenses and permits and to arrange for two new power services (one for each interlocking house).

Subtotal - Signal Work

\$629,297.55

Reason for change: FDOT requires that SFRTA complete this work through SFRTA's existing contract with VTMI.

Cost of Change: Total Maximum Not-To-Exceed Amount - \$870,636.14

Time Extension for change: N/A - Within Contract Timeframe

TOTAL

\$870,636.14

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

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

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

Accepted by Procurement:

Signature: _____

Name and Title: _____

Date: _____

Accepted by Project Manager:

Signature: _____

Name and Title: _____

Date: _____

Accepted by Contractor:

Signature: _____

Name and Title: _____

Date: _____

Approved by SFRTA Executive Director:

Signature: _____

Name and Title: _____

Date: _____

Approved as to form and legal sufficiency:

Signature: _____

Name and Title: _____

Date: _____

Approved by SFRTA Governing Board:

Signature: _____

Name and Title: _____

Date: _____



S U M M A R Y

Contract No. **14-012**
Amendment No. **7**
Project: **Maintenance of Way Services**
Contractor: **VTMI**
Consultant: **N/A**

C O S T S U M M A R Y

Original Contract Amount:		\$161,247,371.73
Cost of Amendments To-Date:		\$2,492,665.81
	SUB-TOTAL COST	\$163,740,037.54
Cost of This Amendment :	\$	\$870,636.14
	TOTAL COST	\$164,610,673.68

T I M E S U M M A R Y

Original Contract Time: 84 Months
 Time Added / Deleted by Amendments To-Date: 0 Days
 Time Added / Deleted by This Amendment: 0 Days

H I S T O R Y

Amendment No.	Date	Increase (+) or Decrease (-)
1	3/25/15	+100,000.00
2	4/24/15	+1,500,000.00
3	8/21/15	+30,746.22
4	8/21/15	+99,344.47
5	10/12/15	+803,929.81
6	10/12/15	+58,645.31
7	10/14/15	+\$870,636.14

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015

AGENDA ITEM REPORT

Consent Regular

FIFTH AMENDMENT TO AGREEMENT NO. 08-004
FOR SHUTTLE BUS SERVICES
WITH KEOLIS TRANSIT SERVICES, LLC

REQUESTED ACTION:

MOTION TO APPROVE: Fifth Amendment to Agreement No. 08-004 (Amendment) between SFRTA and Keolis Transit Services, LLC, for Shuttle Bus Services, to extend the existing Agreement sixty (60) days, through February 29, 2016, in a not-exceed amount of \$670,000.

SUMMARY EXPLANATION AND BACKGROUND:

Keolis currently operates SFRTA shuttle bus service. The current contract expires December 31, 2015. A Request for Proposal (RFP) is currently advertised and it is expected that an award recommendation will be presented to the Governing Board at the December 11, 2015 Meeting. The Fifth Amendment (Exhibit 1) to the current contract will provide additional mobilization time for the awarded Contractor pursuant to the RFP. The additional mobilization period is necessary due to the modified bus requirements under the new procurement and to allow for maximum competition. The cost of the extension is based upon the current contract pricing without adjustment.

Department: Operations
Project Manager: Chad Betts

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funds are budgeted in the FY 15/16 Operating Budget

EXHIBITS ATTACHED: Exhibit 1 – Fifth Amendment to Agreement No. 08-004

FIFTH AMENDMENT TO AGREEMENT NO. 08-004
FOR SHUTTLE BUS SERVICES
WITH KEOLIS TRANSIT SERVICES, LLC

Recommended by: James Vaughn FOR. 10-15-15 Approved by: C.E. Z... 10/15/15
Department Director Date Procurement Director Date

Authorized by: James Vaughn 10/15/15 Approved as to Form by: James Vaughn 10-15-15
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams	<input type="checkbox"/> Yes <input type="checkbox"/> No	Gerry O'Reilly	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Andrew Frey	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mayor Tim Ryan	<input type="checkbox"/> Yes <input type="checkbox"/> No
Frank Frione	<input type="checkbox"/> Yes <input type="checkbox"/> No	James A. Scott	<input type="checkbox"/> Yes <input type="checkbox"/> No
Nick A. Inamdar	<input type="checkbox"/> Yes <input type="checkbox"/> No	Beth Talabisco	<input type="checkbox"/> Yes <input type="checkbox"/> No



FIFTH AMENDMENT TO AGREEMENT NO. 08-004

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

KEOLIS TRANSIT SERVICES, LLC

FOR

OPERATING SERVICES FOR
SFRTA'S SHUTTLE BUS SYSTEM

FIFTH AMENDMENT TO AGREEMENT NO. 08-004

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

KEOLIS TRANSIT SERVICES, LLC

FOR

OPERATING SERVICES FOR SFRTA'S SHUTTLE BUS SYSTEM

This is a Fifth Amendment to the Agreement for Operating Services for SFRTA's Shuttle Bus System between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter referred to as "**SFRTA**" and **KEOLIS TRANSIT SERVICES, LLC**, hereinafter referred to as "**CONTRACTOR**".

WHEREAS, on December 12, 2008, **SFRTA** and **CONTRACTOR** entered into a seven year Agreement, hereinafter referred to as "Agreement", in the maximum not-to-exceed amount of \$21,959,082.00; and

WHEREAS, on December 31, 2008, the First Amendment to the Agreement between **CONTRACTOR** and **SFRTA** was executed to remove the requirement for specialty equipment on the airport shuttle bus route. As a result of the change, the Amendment also reduced the maximum not-to-exceed amount of the Agreement by \$1,016,040.00; and

WHEREAS, on December 11, 2009, the Second Amendment to the Agreement between **CONTRACTOR** and **SFRTA** was executed to authorize Tri-Rail shuttle bus service for the 2010 NFL Pro Bowl and Super Bowl in the additional not-to-exceed amount of \$29,000.00; and

WHEREAS, on January 28, 2011, the Third Amendment to the Agreement between **CONTRACTOR** and **SFRTA** was executed to provide funding for Job Access Reverse Commute (JARC) shuttle bus routes in the additional not-to-exceed amount of \$1,937,500.00; and

WHEREAS, on December 6, 2013, an Assignment Agreement was executed to assign the contract from Limousines of South Florida, Inc. to Keolis Transit Services, LLC; and

WHEREAS, on August 28, 2015, the Fourth Amendment to the Agreement between **CONTRACTOR** and **SFRTA** was executed to provide funding for continuation of Job Access Reverse Commute (JARC) shuttle bus routes, funding for the larger Fort Lauderdale airport bus, funding for the Palm Beach International airport route, and funding for the City of Boca Raton

shuttle bus service to Boca Town Center Transfer Station, in the additional not-to-exceed amount of \$500,000.00; and

WHEREAS, SFRTA now wishes to amend the Agreement to extend the contract term through February 29, 2016 and increase compensation in the total not-to-exceed amount of \$670,000.00 for continuation of the current shuttle bus routes during the extension;

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

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

The period of performance shall be ~~for a term of seven (7) years from the issuance of a Notice to Proceed from January 1, 2009 through February 29, 2016.~~

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

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of ~~Twenty Three Million Four Hundred Nine Thousand Five Hundred Forty-two Dollars (\$23,409,542.00)~~ Twenty Four Million Seventy Nine Thousand Five Hundred Forty-two Dollars (24,079,542.00).

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Fifth Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this Fifth Amendment to the Agreement on the respective date under each signature: **KEOLIS TRANSIT SERVICES, LLC**, 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:

KEOLIS TRANSIT SERVICES, LLC

WITNESS

By _____
PRESIDENT OR VICE PRESIDENT

(Corporate Seal)

_____ DAY OF _____, 2015

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015

AGENDA ITEM REPORT

Consent Regular

JOINT PARTICIPATION AGREEMENT
CAPITAL FUNDING
FOR FISCAL YEAR 2015-2016

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), to provide capital funding in the amount of \$500,000 for the purchase of GPS equipment for trains. The JPA will expire on December 31, 2018 unless a time extension is granted.

SUMMARY EXPLANATION AND BACKGROUND:

South Florida Regional Transportation Authority's (SFRTA) capital budget includes \$6,756,450.00 for the replacement of the current GPS train tracking system and Passenger Information System. Of that amount, \$500,000.00 is provided by FDOT. This request is to provide approval for the authority to access this funding for the project. The GPS train tracking project will provide a passenger information system to customers that will provide real-time train arrival and departure information on station platforms and via the web and mobile phones.

Department: Finance

Project Manager: Elizabeth Walter-Ebersole

Department Director: Richard D. Chess

Procurement Director: Christopher Bross

FISCAL IMPACT: This Agreement will fund \$500,000 of the SFRTAs Fiscal Year 2015-2016 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – FDOT Joint Participation Agreement

JOINT PARTICIPATION AGREEMENT
CAPITAL FUNDING
FOR FISCAL YEAR 2015-2016

Recommended by: R.D. L 10/15/15
Department Director Date

Approved by: C.O. Z 10/15/15
Procurement Director Date

Authorized by: Jack [Signature] 10/15/15
Executive Director Date

Approved as to Form by: [Signature] 10-15-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
Andrew Frey Yes No
Frank Frione Yes No
Nick A. Inamdar Yes No

Gerry O'Reilly Yes No
F. Martin Perry Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No
Beth Talabisco Yes No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: <u>430298-1-94-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>215</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u> Agency DUNS No.: _____	FLAIR Approp.: <u>088774</u> FLAIR Obj.: <u>751000</u> Org. Code: <u>55042010429</u> Vendor No.: <u>F650002789001</u> CSFA Number: <u>55.013</u> CSFA Title: <u>Transit Corridor Program</u>
Contract No.: _____ CFDA Number: <u>N/A</u> CFDA Title: <u>N/A</u>		

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

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and South Florida Regional Transportation Authority

800 Northwest 33rd Street, Pompano Beach, FL 33064

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/18 and this Agreement will expire unless a time extension is provided

in accordance with Section 16.00.

WITNESSETH:

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

341, 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 provide capital funding for the purchase of GPS equipment for trains.

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 \$ 500,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 500,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

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

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

5.00 Project Budget and Payment Provisions:

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

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

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

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; 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 needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

- b. In connection with the audit requirements, the Agency 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and 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 Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

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

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 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 6.10 hereof) to justify and support the payment requisitions.

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

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

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

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

7.15 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

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

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

10.00 Contracts of the Agency:

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

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

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

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

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

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

12.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

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

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

15.00 Appropriation of Funds:

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

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

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/18. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

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

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

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

19.00 Restrictions on Lobbying:

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

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

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

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

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

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

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

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

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

23.00 E-Verify:

Vendors/Contractors:

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

24.00 The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Financial Project No. 430298-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

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

PROJECT LOCATION:

Miami-Dade, Broward and Palm Beach Counties

PROJECT DESCRIPTION:

Purchase of GPS equipment for trains.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

If the project scope changes, the FDOT project manager must be notified in writing.

DELIVERABLES:

1.) Quarterly reports.

Financial Project No. 430298-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

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

Department of Transportation and South Florida Regional Transportation Authority

800 Northwest 33rd Street, Pompano Beach, FL 33064

referenced by the above Financial Project Number.

Reference statutes as applicable.

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

Safety Requirements

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

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

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

Financial Project No. 430298-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "D"

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

(e.g., What services or purposes the resources must be used for)

(e.g., Eligibility requirements for recipients of the resources)

(Etc...)

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

FEDERAL RESOURCES

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

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.013	\$500,000
<u>Compliance Requirements</u>		

The transit corridor program requires that a Technical Advisory Group be established upon project approval and implementation. The Technical Advisory Group may include, but is not limited to, representatives of the following organizations:

District Public Transportation, Planning, Traffic Engineering, Preconstruction and Design, Metropolitan Planning Organization, city and/or county planning, traffic operations and law enforcement, transit agency and transportation providers, Regional Commuter Services Programs, Transportation Management Associations/Organizations, Central Office.

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.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015

AGENDA ITEM REPORT

Information Item Presentation

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND:

The 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 extensive mobility benefits and significant new economic development opportunities throughout the region.

SFRTA’s Governing Board has directed staff to provide monthly TRCL updates on overall project information, schedule, costs, and SFRTA’s identified roles in the TRCL Memorandum of Understanding (MOU).

SFRTA’s Executive Director is in communication with various partners on the issue of access terms and costs for TRCL service on the FEC corridor. No formal corridor-wide access meetings among the three parties [All Aboard Florida (AAF), Florida Department of Transportation (FDOT) and SFRTA] are currently scheduled. However, TRCL coordination and technical activities continue to occur, along with the active pursuit of accelerated interim service expansion on the FEC corridor to Downtown Miami (a.k.a. Tri-Rail Downtown Miami Link). An update on these activities will be included in the October presentation to the SFRTA Governing Board.

Various project activities have occurred since the last TRCL update to the Governing Board on September 25, 2015. These include: TRCL presentations; coordination meetings with partner agencies and local governments; and frequent technical meetings, conference calls and meetings among representatives of AAF, FECR, FDOT and SFRTA. In addition, various inter-agency meetings were held to develop the draft agreements and term sheet for numerous components of the Tri-Rail Downtown Miami Link project.

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: Joseph Quinty, AICP

Department Director: William L. Cross, P.E.
Procurement Director: N/A

EXHIBITS ATTACHED: None

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The following is a recent list of major TRCL related meetings and presentations:

City of North Miami Downtown Plan Advisory Committee – October 9

Gold Coast Chapter, Institute of Transportation Engineers – October 16

Multiple staff meetings and conference calls also occurred regarding final design plans for the Tri-Rail portion of the MiamiCentral station in Downtown Miami, as well as potential Maintenance of Way costs for the portion of the FEC corridor to be used for the Tri-Rail Downtown Miami Link project. SFRTA staff has also responded to numerous inquiries by land owners and real estate developers throughout the region who are interested in partnerships at future TRCL stations.

With the pending start of the Project Development (PD) phase for the overall TRCL project, activities of the official TRCL project committee structure will increase over the coming weeks. The following is a summary of the TRCL committee schedule and activities:

Project (Executive) Steering Committee:

A meeting of the TRCL Project Steering Committee was last held on April 29, 2015. Topics discussed at the meeting included recent Federal Transit Administration (FTA) coordination, pre-National Environmental Policy Act (NEPA) tasks and progress, the tentative “Project Development” phase schedule, AAF and FECR coordination, Iris and Northwood rail connection status, and Downtown Miami Link efforts. The presentation from the April 29, 2015 meeting was included in the agenda package of the May 22, 2015 meeting of the SFRTA Governing Board. The schedule for the next Project Steering Committee meeting is uncertain, pending official notification for the start of the TRCL Project Development phase.

Public Involvement/Outreach (PIO) Sub-Committee:

The PIO Sub-Committee has provided valuable guidance on outreach activities and optimal coordination strategies. The schedule for the next PIO Sub-Committee meeting is uncertain, pending official notification for the start of the TRCL Project Development phase.

Financial Sub-Committee:

The Financial Sub-Committee has provided valuable guidance on the challenging issue of obtaining new funds to build and operate region-wide TRCL service. The schedule for the next Financial Sub-Committee is uncertain, pending official notification for the start of the TRCL Project Development phase.

Technical Sub-Committee:

The next meeting of the Technical Sub-committee is scheduled for November 18, 2015. Technical activities over the past year have been rail operations planning coordination (AAF, freight, and TRCL trains), details of the three AAF/TRCL downtown stations (Miami, Fort Lauderdale, and West Palm Beach), and all aspects of the proposed interim TRCL service to downtown Miami (now known as Tri-Rail Downtown Miami Link).

(Continued on Page 3)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)**Tri-Rail Downtown Miami Link:**

A time sensitive opportunity exists to gain access into the planned AAF “MiamiCentral” Station in Downtown Miami. AAF has offered to add two additional tracks in their station designed specifically for future Tri-Rail service.

In return, AAF will allow access on the FEC corridor into this station via the Iris/Little River rail connection between the South Florida Rail Corridor and Downtown Miami.

These station improvements, along with corridor upgrades to support passenger rail, will cost approximately \$69 Million to be paid by the public sector. SFRTA has been working with local governments and FDOT to develop a funding package, although AAF has offered to finance all costs “up front.” Specific details and terms of an agreement among SFRTA, AAF and potentially FDOT were the subject of a meeting held on February 18, 2015 with SFRTA, represented by Commissioner Abrams and staff.

At the February, March, April, May, June, and August 2015 meetings of the SFRTA Governing Board, Executive Director, Jack Stephens, Chairman Barreiro, and Commissioner Abrams provided status report updates that noted progress for various facets of the Tri-Rail Downtown Miami Link effort. At the September 25, 2015 SFRTA Governing Board meeting, SFRTA General Counsel provided an overview of the components that will be included in the Tri-Rail Downtown Miami Link term sheet, which is scheduled to come before the Governing Board for approval in October or December.

In February, the Governing Board took action to develop a resolution of support for the Tri-Rail Downtown Miami Link, noting the project’s importance and its unique public-private-partnership opportunity. At that meeting, Commissioner Abrams announced an agreed upon \$1 million access fee (one-time payment) with FECI for a perpetual public commuter rail easement for the segment of the FEC Corridor between the Iris rail connection and Downtown Miami. In March, April, May, June, August and September 2015, Executive Director Stephens relayed the actions and discussions at recent city and county meetings that have occurred as part of numerous briefings with elected officials. To date, local government/agency approval for Tri-Rail Downtown Miami Link funding had been received by the Bayfront Park Management Trust, Citizens Independent Transportation Trust (CITT), City of Miami, Miami-Dade County, Miami Downtown Development Authority (DDA), Omni Community Redevelopment Agency (CRA), and Southeast Overtown/Park West CRA. Approval by the State of Florida is still pending. Coordination and discussions with elected officials and various agencies regarding various details of the Tri-Rail Downtown Miami Link project are ongoing.

FTA Briefing on TRCL Project:

On August 11, 2015, FTA staff responsible for the discretionary grant programs, including the New Start Program, was briefed by William Cross, SFRTA’s Director of Planning and Capital

(Continued on Page 4)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Development, along with a representative from FDOT District IV. The key topic discussed was timing of the joint FDOT/ SFRTA entry to Project Development (PD) request letter to FTA, now planned for later this year. FTA staff wanted assurance that funding for the PD phase was in place. FDOT confirmed that all funding was in place for the PD phase.

Award of FTA Grant - Pilot Program for Transit Oriented Development (TOD)

In September 2015, SFRTA and the TRCL project were one of the 21 nationwide recipients of FTA grant funds for a pilot program for TOD. The award amount is \$1,250,000.

As stated in the official FTA announcement, the SFRTA will receive funding to promote TOD along the TRCL, a proposed 85-mile commuter rail line connecting Jupiter and Miami. A market and economic analysis has identified billions of dollars in potential station area residential and commercial development spurred by the TRCL. The TOD work will provide the region with suggestions on how to realize that economic potential and increase the livability and quality of life in South Florida. The plan will provide comprehensive station area planning for several stations, an infrastructure assessment, a station-area bicycle and pedestrian plan, an affordable housing analysis and regional business plan.

Further details will be provided to the SFRTA Governing Board in the coming months as details for the activities of this TOD Pilot Program are refined.

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

Recommended by: B. Cross 10/15/15 Approved: [Signature]
Department Director Date Procurement Director Date

Authorized by: [Signature] 10/15/15 Approved as to Form: [Signature] 10-15-15
Executive Director Date General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015
AGENDA ITEM REPORT

Information Item Presentation

2040 SOUTHEAST FLORIDA REGIONAL TRANSPORTATION PLAN (RTP)
“ROLLOUT” EVENT

SUMMARY EXPLANATION AND BACKGROUND:

The 2040 Southeast Florida Regional Transportation Plan (RTP) was created by the Southeast Florida Transportation Council (SEFTC). SEFTC is a formal partnership of the Miami-Dade, Broward and Palm Beach Metropolitan Planning Organizations (MPOs) and serves as a forum for policy coordination and regional planning efforts for all transportation modes.

The 2040 RTP identifies the most significant transportation investments needed to meet the growing travel demands throughout Miami-Dade, Broward and Palm Beach Counties. The horizon year of 2040 was chosen to provide time for agencies to assemble funds and complete the technical work required to design and construct the selected improvements. Important elements of the 2040 RTP are shown in Exhibit 1.

In order to disseminate information about the 2040 RTP, the SEFTC Public Participation Committee has planned a “Rollout” Event which will be held on Friday, November 6, 2015 at one (1) Tri-Rail Station in each county. Events are planned for the Tri-Rail Boca Raton Station; Tri-Rail Fort Lauderdale/Hollywood International Airport Station at Dania Beach; and Tri-Rail Miami Airport Station. A “SAVE THE DATE” for the three (3) proposed station events is attached as Exhibit 2.

Department: Planning & Capital Development

Department Director: William L. Cross, P.E.

Project Manager: Loraine Cargill

Procurement Director: Christopher Bross

EXHIBITS ATTACHED: [Exhibit 1 – 2040 RTP Fact Sheet](#)
[Exhibit 2 – 2040 RTP “SAVE THE DATE”](#)

2040 SOUTHEAST FLORIDA REGIONAL TRANSPORTATION PLAN (RTP)
"ROLLOUT" EVENT

Recommended by: BCross 10/15/15 Approved by: _____
Department Director Date Procurement Director Date

Authorized by: [Signature] 10/15/15 Approved as to Form by: [Signature] 10-15-15
Executive Director Date General Counsel Date

SOUTHEAST FLORIDA REGIONAL TRANSPORTATION PLAN 2040

Miami-Dade • Broward • Palm Beach

EXHIBIT 1



What is the 2040 Southeast Florida Regional Transportation Plan (RTP)?

The RTP identifies the most significant transportation investments needed to meet growing travel demands throughout the Southeast Florida region (Broward, Miami-Dade, Palm Beach Counties). The horizon year of 2040 is chosen to provide time for agencies to assemble funds and complete the technical work required to design and construct the selected improvements. **Important elements of the RTP include:**

- ESTIMATES OF GROWTH OVER THE NEXT 25 YEARS: How many more residents and jobs will come to South Florida by 2040?
- GOALS FOR ACCOMMODATING THIS GROWTH: How we want to grow has a great influence on where we should be investing our precious transportation dollars.
- REGIONAL MULTI-MODAL OPTIONS: Creating a vision for a seamless regional transit system, while also identifying ways to improve the safety and access of the bicycle and pedestrian system.
- PUBLIC ENGAGEMENT: A Plan that engages the public and identifies what is most important to residents from a regional standpoint.
- REGIONALLY SIGNIFICANT INVESTMENTS: Prioritizing projects that best meet the goals for the plan.
- FUNDING TO IMPLEMENT THE PLAN: A financial plan that lays out funding sources and mechanisms to implement RTP strategies.
- A COMPLETE REGIONAL PICTURE: A Plan that matches investments to where we are growing.



URBANIZED AREA	POPULATION
New York	18+ Million
Los Angeles	12+ Million
Chicago	8.6+ Million
Miami	5.5+ Million

Why is the RTP important?

We are the fourth largest urbanized area in the US. **To compete in the national and global marketplace**, we need an efficient and effective transportation system. **To provide desirable communities and cities, we must provide options for how we travel** to work and school, to meet daily needs, and for recreation. No matter where we are in the region and where we are going, **we need a transportation system that is safe to travel.**

What does REGIONAL mean and how does it differ from my MPO's 2040 Plan?

To help describe REGIONAL – think of I-95, Turnpike, Tri-Rail, SR-7/US 441, Dolphin Expressway, and I-595. These facilities carry a majority of travelers and they traverse the region. Also, REGIONAL relates to major intermodal hubs such as the Tri-Rail Stations, the Miami Intermodal Center, and our airports and seaports. For a listing of all the regional facilities, please visit SEFTC.org.

Your MPO's 2040 Plan includes these major regional facilities, but has a focus on helping residents, businesses, and tourists meet their travel needs while traveling within the county. In a nutshell, **the 2040 RTP is the key tool linking transportation plans between the Broward (Commitment 2040), and the Miami-Dade (Mobility Options 2040), and Palm Beach (Directions 2040) MPOs.**

What is the project schedule?

The RTP began in January 2013 and is expected to be adopted in January 2015.

How can the public participate in the process?

That's where you come in! **Public participation in the planning process is one of our top priorities.** We want to hear about your ideas, comments, suggestions, and solutions. Here's how you can get involved:

- Fill out our mini-survey either online at SEFTC.org or at one of our numerous events
- Sign up to be notified of events and progress at SEFTC.org
- Email us at info@SEFTC.org or call the SEFTC hotline at 954-653-5619



SAVE THE DATE

**FRIDAY
NOVEMBER
6TH 2015**

SOUTHEAST FLORIDA
REGIONAL TRANSPORTATION PLAN
Miami-Dade • Broward • Palm Beach

2040



10:45 AM - 11:30 AM

Tri-Rail Boca Raton Station

**JOIN US FOR THE
SOUTHEAST FLORIDA
2040 REGIONAL
TRANSPORTATION
PLAN ROLLOUT**

12:25 PM - 1:10 PM

**Tri-Rail Fort Lauderdale/
Hollywood International
Airport Station at Dania Beach**

**EVENT WILL INCLUDE
LIGHT REFRESHMENTS
AND RAFFLE**

2:15 PM - 3:00 PM

Tri-Rail Miami Airport Station

FOR MORE INFORMATION



WWW.SEFTC.ORG

f About SEFTC

■ About SEFTC

t Southeast Florida Transportation
#2040SoFlo or #TransitVision

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015

AGENDA ITEM REPORT

Information Item Presentation

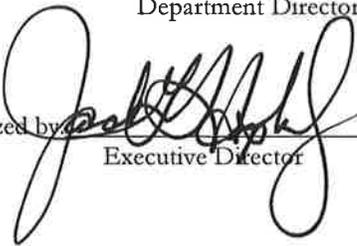
FEDERAL CONGRESSIONAL UPDATE

SUMMARY EXPLANATION AND BACKGROUND:

John Cline, Senior Managing Director, C2 Group/FTI Consulting, Inc., will present an update on Federal Congressional items in both the U.S. House and Senate on items that could potentially affect the South Florida Regional Transportation Authority, including funding outlooks, Surface Transportation, the DRIVE Act, and Positive Train Control. These items will be addressed along with a general overview of the political climate in Congress.

EXHIBITS ATTACHED: Exhibit 1 – Presentation – (~~To be provided under separate cover~~)

FEDERAL CONGRESSIONAL UPDATE

Recommended by: 
Department Director Date
Authorized by:  10/15/15
Executive Director Date

Approved by: 
Procurement Director Date
Approved as to Form by:  10-15-15
General Counsel Date



October 2015

Washington Update

SFRTA

Impending Deadlines



- FY '16 Appropriations – Continuing Resolution expires December 11, 2015 (Planned Parenthood)
- Debt Limit Increase (November 5, 2015)
- Surface Transportation Reauthorization – MAP-21 (October 29, 2015)
- Extension of Positive Train Control Deadline (December 31, 2015)
- Selection of the Speaker of the House of Representatives (October 29, 2015)
- Trans-Pacific Partnership (“TPP”) Proposed Agreement (not likely till late 2016)
- FAA Authorization (extended till March 30, 2016)
- Tax Extenders (Dec. 31, 2015)
 - Senate passed in July 2-year Extension of 50 tax breaks
 - Includes Employer-provided mass transit benefits
- Export Import Bank – Authorization expired June 30, 2015. No new loans.
- Iranian Nuclear Agreement (No further Congressional action expected)

Party Divisions of the House



- Number of Republican Members: 247
- Number of Democrat Members: 188
- Number of Independent Members: -0-
- Number required to elect Speaker: 218
- Percentage of House comprised of new members: 13%

Party Divisions in the Senate



- Number of Republican Members: 54
- Number of new Republican Members: 12
- Number of Democratic Members: 44
- Number of new Democratic Members: 1
- Number of Independent Members: 2
- Percentage of Senate comprised of new members: 13%

SENATE RACES: WHAT'S NEXT?



In the 2016 election cycle, there will be more than twice the number of Republican seats up for reelection than Democratic seats.

- 2016: 24 R seats vs. 10 D seats
- 2018: 8 R seats vs. 24 D seats
- 2020: 22 R seats vs. 11 D seats

Transportation Legislation



The 114th Congress appears poised to take action reauthorizing transportation programs in 2015 and 2016: aviation, passenger rail, pipeline safety, surface transportation, and the Surface Transportation Board. Although most stakeholders are advocating for enactment of five or six year surface reauthorization legislation, identifying a funding source for such legislation continues to be a major obstacle.

Surface Transportation

- The current authorization for the surface transportation program expires October 29 2015. The sticking point continues to be, as it was in 2012 with the enactment of the MAP-21 bill, funding sources for the program. On June 30 2015, the Senate passed HR 22, the DRIVE Act, reauthorizing the surface programs for six years at slightly increased funding levels. In comparison, the GROW America Act, proposed by the Obama Administration, would have provided more significant increases in funding over four years. The House Transportation and Infrastructure Committee just released a proposed bill – STRR Act which proposes slight increases over six years. Both the House and Senate bills only identify funding sources for the first three years.
- Significant issues that may arise concerning the reauthorization of a multi-year surface transportation program are: funding; renewed conservative efforts to devolve the federal program and return control to the states; 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; PTC extension, and; tax reform measures as a funding source.

Passenger Rail

- In 2014, the House Transportation and Infrastructure Committee reported out a passenger rail bill, H.R. 5449, that reauthorized the Amtrak and passenger rail programs through FY 2018. The House then reintroduced the same bill -- The Passenger Rail Reform and Investment Act of 2015, or PRRIA and passed it. The new designating bill number is H.R. 749. The Senate included their rail provisions in a separate Rail Title of the DRIVE Act. It is expected that the rail provisions will be enacted as a part of the MAP-21 reauthorization legislation.
- Major issues in the House-passed bill are low authorization levels; discouraging moving Northeast Corridor (NEC) revenues to the state-supported and long-distance routes; modification of RRIF program, including making PTC projects eligible for RRIF funding; and environmental streamlining. In the Senate, a new increased federal limit on liability to \$295 M per occurrence. And of course the PTC deadline extension.

Summary of Surface Transportation Federal Programs



- In 2014, governments at various levels spent **\$165 billion** to build, operate, and maintain highways, and they spent \$65 billion on mass transit systems.
- For both types of infrastructure, most spending was by state and local governments; about one-quarter of that total came from the federal government, mostly through the federal Highway Trust Fund.
- For several decades, the trust fund's balances were stable or growing, but more recently, annual spending for highways and transit has exceeded the amounts credited to the trust fund from federal excise taxes collected. (Since 2008, \$65 billion has been transferred from the U.S. Treasury's general fund to the Highway Trust Fund to meet the Highway trust fund's obligations.
- The Congressional Budget Office estimates that spending in fiscal year 2015 for highways and transit programs funded from the Highway Trust Fund will be **\$44 billion and \$8 billion**, respectively, whereas revenues collected for those purposes are projected to be **\$34 billion and \$5 billion**, respectively.
- The money in the Highway Trust Fund comes from excise taxes on gasoline, ethanol blended fuels, diesel fuel, other transportation-related taxes; and minimal interest.

Trust Fund Balances



- The US Department of Transportation will need to delay payments to states at some point shortly before the end of calendar year 2015 (estimated to be end of December 2015) in order to keep the fund's balance above zero, as required by law. In fact, because of the timing of the deposits to the trust fund, DOT has stated that it would need to delay payments if cash balances fell below \$4 billion in the highway account or below \$1 billion in the transit account. Then, if nothing changes, the trust fund's balance will be insufficient to meet all of its obligations in fiscal year 2016, and the trust fund will incur steadily accumulating shortfalls in subsequent years.
- According to US DoT, the latest estimates show that trust fund balances are estimated to remain just at or below the prudent balance levels through December 2015, whereupon the balances will rapidly decline to the point where the fund will become fully insolvent and DoT will be unable to meet its financial obligations during the upcoming construction season.

* Data and estimates drawn from Testimony by Joseph Kile, Asst Director of Microeconomic Studies, Congressional Budget Office before the Committee on Finance, US Senate, June 18, 2015

Options for Funding Federal Transportation Programs



Several options (or combinations of those options) could be pursued to address projected shortfalls in the Highway Trust Fund:

Spending on highways and transit could be reduced.

If lawmakers chose to address the projected shortfalls solely by cutting spending, no new obligations from the fund's highway account or its transit account could be made after December 2015; that would also be the case for the transit account. Over the 2016–2025 period, the highway account would see a decrease of about one-third in the authority to obligate funds, and the transit account's authority would decrease by about two-thirds, compared with CBO's baseline projections.

Revenues credited to the trust fund could be increased.

Lawmakers could address the projected shortfalls by raising existing taxes on motor fuels or other transportation-related products and activities; by imposing new taxes on highway users, such as vehicle miles traveled (VMT) taxes; or by imposing taxes on activities unrelated to transportation.

The staff of the Joint Committee on Taxation (JCT) estimates that a one-cent increase in taxes on motor fuels—primarily gasoline and diesel fuel—would initially raise about \$1.7 billion annually for the trust fund, declining over the next 10 years to about \$1.5 billion each year. If lawmakers chose to meet obligations projected for the trust fund solely by raising revenues, they would need to increase motor fuel taxes by roughly 10 cents per gallon, starting in fiscal year 2016

Options for Funding Federal Transportation Programs cont.



The trust fund could continue to receive supplements from the Treasury's general fund.

Lawmakers could maintain funding for surface transportation programs at the average amounts provided in recent years, but to do so they would need to transfer \$2 billion before the end of calendar year 2015 and between \$11 billion and \$22 billion every year thereafter through 2025. Spending resulting from such general fund transfers could be paid for by reducing other spending or by increasing revenues from broad-based taxes, or such transfers could add to deficits and thus increase federal borrowing.

Comprehensive Tax Reform.

If lawmakers chose to seek direct funding through some other form of taxation, one potential avenue for funding would be through "Repatriation" of US corporate earnings held overseas.

Positive Train Control Extended



- The PTC extension is expected to be attached to MAP-21 extension in October.
- Three-year extension (Dec. 31, 2018) of deadline for full implementation, rather than the Senate's requirement for just installation. It allows the Federal Railroad Administration to provide additional waivers for up to two additional years to have PTC fully operational, with certain conditions.
- Railroads will only get an extension beyond 2018 after they've met certain benchmarks, such as hardware installation and spectrum acquisition.
- Freight and Amtrak have to either fully implement PTC or launch revenue service demonstration on the majority of their territories to get more time to bring the rest into compliance. Other railroads, including commuter railroads, will have to have started revenue service demonstration on at least one territory where PTC is required to take advantage of the grace period.
- US DoT can enforce civil penalties against any railroad that does not comply with its revised plan - including the timelines for installing equipment and obtaining spectrum - or with its alternative completion schedule.
- The AAR applauded the compromise. "The bill takes a measured but rigorous approach to the PTC issue, directing the Secretary of Transportation to review each railroad's progress, while holding carriers strictly accountable for meeting enforceable implementation metrics," Association of American Railroads President and CEO Ed Hamberger.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
SEPTEMBER 16, 2015

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 A.M. on Wednesday, September 16th, 2015 in the SFRTA Board Room located at 800 NW 33rd Street, Pompano Beach, FL 33064

COMMITTEE MEMBERS/ALTERNATES PRESENT:

Ms. Nilia Cartaya, Miami-Dade Transit
Ms. Kim DeLaney, Treasure Coast Regional Planning Council (RPC), Committee Chair
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)
Mr. Ray Freeman, FDOT District 6
Mr. Paul Flavien, Broward MPO
Mr. Zak Lata, FDOT District 6
Ms. Jayne Pietrowski, FDOT District 4
Ms. Valerie Neilson, Palm Beach MPO
Mr. Joseph Quinty, SFRTA, Committee Vice-Chair
Mr. Jonathan Roberson, Broward County Transit
Mr. Fred Stubbs, Palm Tran

ALSO PRESENT:

Mr. Brad Barkman, SFRTA
Ms. Anna Bielawska, SFRTA
Ms. Loraine Cargill, SFRTA
Ms. Brittany Hubbard, SFRTA
Ms. Darci Mayer, SFRTA
Ms. Elizabeth Rockwell, Miami-Dade Metropolitan Planning Organization (MPO)
Ms. Lynda Kompelien Westin, SFRTA
Ms. Marianne Winfield, Smart Growth Partnerships

CALL TO ORDER

Vice-Chair Joseph Quinty called the meeting to order at 10:14am.

ROLL CALL

Mr. Quinty requested the pledge of allegiance and invited those in the audience to introduce themselves to the group.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Fred Stubbs made a motion to approve the agenda. The motion was seconded by Mr. Jonathan Roberson. The motion was called to a vote and carried unanimously.

Mr. Quinty invited Ms. Loraine Cargill to the podium to discuss upcoming events. She highlighted the COMTO Scholarship luncheon and indicated that invites would be sent out to the group following the meeting. Ms. Marianne Winfield indicated she would send an email regarding Broward Trade for distribution. Mr. Quinty thanked Mr. Flavien and Ms. Delaney for teleconferencing in to the meeting.

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 June 17, 2015.

Mr. Jonathan Roberson made a motion to approve the meeting minutes. The motion was seconded by Ms. Nilia Cartaya. 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.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

I1 – INFORMATION: Tri-Rail Station Pedestrian Access Plan

Ms. Lynda Westin introduced this topic as an update to the overview that was presented to the committee in December 2014. Since then, new projects have been incorporated into the plan. PB Americas was hired to develop Right-of-Way and Cost Estimates for each project. The final draft should be wrapped up and sent out in the coming weeks and partners should be receiving final drafts for any final comments. She thanked the audience for the overwhelming support for the project and added that implementation activities in FDOT, D4 and in the City of Hialeah are taking place now. The next steps are working with funding agencies to get projects funded. She opened the floor for questions.

Mr. Quinty then requested to reorder the Agenda.

I6 – INFORMATION: Greater Miami Chamber of Commerce Denver Transportation Fly-In

Mr. Quinty highlighted how informative this event was and noted that there is now a great deal of momentum to act in Miami-Dade. He noted that Denver had to make various adjustments over the years and utilize creative funding and procurement processes. He then relayed how Mr. William Cross was impressed by the great bicycle and pedestrian tie-ins to the transit system. All were encouraged to read the backup information in the agenda packet and to visit the webpages linked in the packet. Mr. Wilson Fernandez commented that South Florida has all the ingredients to have a successful transportation system and that it was a matter of being able to put together a financial plan and stay committed to it like Denver.

I3 – INFORMATION: PBIA Shuttle

Ms. Loraine Cargill explained that SFRTA staff had been coordinating with PBIA, Palm Tran and the City of West Palm Beach to bring the shuttle service into fruition. All issues were resolved and service was planned to start on October 16, 2015. She thanked Palm Tran for their assistance in resolving some of the issues. Time would be needed to promote service. With this new free shuttle service, all three (3) airports would have a direct connection to and from the corresponding Tri-Rail Station.

Mr. Quinty left the meeting at 10:42 am and Ms. Loraine Cargill continued to host the meeting.

I4 – INFORMATION: Broward County Transit- Transit Development Plan (TDP) Annual Update, FY 2016-2025

Mr. Jonathan Robertson with Broward County Transit (BCT) introduced this item and highlighted the TDP Process, the upward trend in ridership from 1987-2014, the BCT Express bus, added and proposed projects and services, and the Status Quo and Vision Plan. Some Status Quo and Vision plan aspects are currently unfunded, but are included as important operations and wish list items. Mr. Roberson announced that all the information was available online and that BCT would be accepting comments until Friday, September 18, 2015. He entertained questions. Mr. Roberson confirmed that Wi-Fi on the busses is in the works and that the aim is to make a seamless transition for customers using public transit.

I5 – INFORMATION SEFTC Regional Transportation Plan Rollout Event

Ms. Elizabeth Rockwell, Public Involvement Manager with the Miami Dade MPO began her presentation with a brief history of how the event came to be. It will be a daylong event with three (3) 45 minute individual “Platform Ceremony Events” in each county. In between the platform ceremony, outreach staff will hand out collateral material to the general riding public. Staff will be at each platform reaching out to passengers. There will possibly be a raffle for an iPad. The target audiences are transportation partners and the general public. There will be a save the date sent out as well as media coverage.

Ms. Cargill reordered the agenda to cover Other Business and then returned to item I2.

I2 – INFORMATION Tri- Rail Dedicated Bicycle Rail Cars

Mr. Brad Barkman, Director of Operations with SFRTA, presented this item. The new design with the bike rack allows for passengers to sit close to their bikes, which puts the passenger at ease and helps to

prevent theft. He relayed that the public needs to be educated on the proper way to put the bikes in. The cars are equipped with 16 spaces for bikes. Additionally, the trains have cameras installed so that the conductors can survey the screens and direct passengers to cars with space for bikes. The aim is to have a bicycle car in each train. There was discussion that appropriate signage is needed to alert the passengers to the location of the bike car.

Ms. Cargill commented that she has observed first hand that more bicycles than ever have been sighted on the trains. Committee feedback on the bike car initiative was very positive.

OTHER BUSINESS:

Ms. Cargill highlighted the FDOT Workshop on September 24th. Ms. Pietrowski with FDOT encouraged attendees to use the web to submit feedback and urged staff to advocate for transportation.

Park(ing) Day was held on September 18-19, 2015. Attendees were urged to visit the website to see Park(ing) events nationwide. Parking spaces are to be turned into temporary parks to encourage thinking about the way streets are used and to raise awareness about the lack of space in urban areas.

APTA Annual Meeting will be held in San Francisco.

Rail~Volution Conference will be held in Dallas, TX. Ms. Loraine Cargill sits on Steering Committee and strongly recommended attending. The focus is on hands-on experience regarding land use, transportation, and Transit Oriented Development (TOD).

WHEELS Event: November 11-15, 2015. Bike PED and transit initiatives will be highlighted.

PTAC MEMBER COMMENTS:

Ms. Cargill invited Ms. Lynda Westin back up to announce that SFRTA and the City of Fort Lauderdale were awarded a FTA Pilot TOD grant in the amount of \$1.25 Million.

NEXT MEETING DATE: November 18, 2015.

ADJOURNMENT: The meeting adjourned at 12:04 pm.

MINUTES

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RTA MARKETING COMMITTEE MEETING OF SEPTEMBER 16, 2015

The RTA Marketing Committee Meeting was held at 2:00 p.m. on Wednesday, September 16, 2015, at the SFRTA's Administrative Offices, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT

Bobbie Crichton, Miami-Dade Transit
Paula Girard, Palm Tran
Jordan Rockwell, (Chair) Florida Department of Transportation

COMMITTEE MEMBERS NOT PRESENT

Diane Hernandez Del Calvo, (Vice Chair) SFRTA/Tri-Rail
Mary Shaffer, Broward County Transit

ALSO PRESENT

Suzell Hopman, South Florida Commuter Services
Ana Bravo, Broward County Transit
Victor Garcia, SFRTA/Tri-Rail (alternate voting member)
Steve Rosenberg, SFRTA/Tri-Rail

CALL TO ORDER

With a quorum in attendance and awaiting the Chair calling in, Mr. Garcia called the meeting to order at 2:09 p.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Garcia moved for approval of the Agenda. The motion was seconded by Ms. Crichton.

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 July 15, 2015.

Mr. Rockwell moved for approval of the Minutes of the May 20, 2015 Meeting. The motion was seconded by Ms. Hopman.

The Chair called for any discussions and/or opposition to the motion. Ms. Silverstein stated that an addition should be made to the Minutes which states that Broward County Transit contributed to “Dump the Pump” by including a free monthly pass in the giveaway promotion.

Upon hearing no further comments, 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 was unable to contact Curt Johnson for an update, but was aware that there was a good response for the Request For Information. Hopefully a consultant will be selected.

REPORTS

Action not required, provided for information purposes only.

None.

OTHER BUSINESS

AGENCY REPORTS

BROWARD MPO

No representation at this meeting.

BROWARD COUNTY TRANSIT

FLORIDA DEPARTMENT OF TRANSPORTATION

- Mr. Rockwell stated that FDOT has a new transportation director, Stacy Miller. She assumed Gerry O'Reilly's former position. He is now the region secretary.
- A public hearing will take place tomorrow at the Broward County Commission for input regarding elimination of the Ft. Lauderdale Express Bus route. This bus runs from the BB & T Center to downtown Ft. Lauderdale. The resources will be allocated to the more successful routes that go to downtown Miami. These buses are often filled to capacity and do not allow standees.
- First Mile/Last Mile Coordinator – position funded through SFCS to be at Palm Tran and if successful, a position will be considered at BCT also.

MIAMI-DADE TRANSIT

- Ms. Crichton stated that MDT is beginning to release 30 new articulated buses for which they received funding. The first 5 will be used on Route 38.
- MDT will ask SFCS to help in its efforts to obtain testimonials with photography of riders on the new buses.
- The Marketing Department will absorb portions of Public Works. In addition to transit, it will also be a transportation department. Bridges, roadways and lights will be part of the same department.
- On October 9th, a new event will take place called "Articapalooza." The new articulated buses will be on the South Dade Busway with a party bus and promotions with iHeartRadio. The ribbon-cutting will take place with the mayor present.
- She further stated that 8 trains are being wrapped with a message to promote transit and free Wi-Fi.

PALM TRAN

- Ms. Girard stated that Palm Tran is working on a safety/courtesy video.
- A bid will take place on September 6.
- A new rider's guide is being worked on with the aid of new software which will make the process easier.
- The Lamar contract is being reviewed with special attention to advertising standards.
- A flag will be raised at Century Village to commemorate veterans as well as the introduction of a purple bus for the same purpose.
- A meeting is taking place with regard to the Pink Bus for the Susan G. Komen Foundation for breast cancer. The unveiling of the bus will take place in January 2016.
- Palm Tran is working with the Palm Beach County Metropolitan Planning Organization for a county-wide Commuter Challenge that will take place in March 2016. The MPO is planning to wrap a Palm Tran hybrid bus with messaging on the new commuter competition. The unveiling will take place at the end of January 2016.

- A radio trade will take place with four stations as well as a TV trade with WFLX.
- An executive director is expected to be hired by the second week of November.

SOUTH FLORIDA COMMUTER SERVICES

- Ms. Hopman stated that she attended a 95 Express meeting yesterday. Construction is expected to be completed by the end of December.
- She requested 500 Tri-Rail schedules which she intends to use in informational packets at presentations in the future.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/ TRI-RAIL

- Mr. Garcia stated that Tri-Rail's phone app was updated to include the new Miami Airport Station. The IT department now has the ability to make updates without the necessity of going to an outside vendor regarding links.
- The PBIA Shuttle bus is getting ready for its launch. Tri-Rail is working with Palm Tran toward this end. The site for this bus at the West Palm Beach Station will be at the east side of Tamarind rather than the Intermodal Center. This new bus will tie in with Tri-Rail's airport campaign.
- Two train cars (now referred to as bike cars) have been retrofitted with 14 bike racks. Eventually there will be ten cars with bike racks. A large decal on the outside of the train will identify the bike cars. The standard 3-car set will add an extra car.
- Wi-Fi on the trains is still in the testing stages, but passengers are encouraged to use it as part of the test. The official announcement is on-hold due to software changes. Each car will have its own router.
- On October 1, Tri-Rail's new No Smoking Policy will be in place and will designate certain location for smoking and vaping. The Miami Airport Station will not be ready on this date due to licensing.
- Last Friday, Tri-Rail partnered with FAU and ran a late train to accommodate people who attended an FAU/UM football game.
- A COMTO luncheon will take place on October 1. Mr. Garcia stated that he will make details available to the Committee members.
- He asked that Mr. Rosenberg includes the call-in phone number on meeting invitations.

ADJOURNMENT

The next meeting will take place on November 18, 2015 at SFRTA's headquarters. There being no further business, the meeting adjourned at 2:57 pm.

DRAFT MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
September 24, 2015 Thursday, CRM 102, @ 10:00 A.M.

The regular Meeting of the South Florida Operations Technical Committee meeting held on Thursday, September 24, 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
David Wells, BCT
Scott Aronson, Delray Beach
Esther Frometa-Spring, MDT
Cheryl Mostco, MDT

Committee Members /Alternates Absent:
Jordan Rockwell, FDOT
Anna Bielawska, SFRTA
Eric Zahn, MDT
Peter Wolz, BCT
Jim Udvardy, SFCS
Jared Fried, BCT
Anthony Iovino, NSU
Fred Schenke, AMTRAK
Director, CSX

Others present:
Margaret Ferrara, SFRTA (minutes)
Loraine Cargill, SFRTA

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

C1- Motion to Approve Minutes of Operations Technical Committee meeting of July 23, 2015 meeting so moved, seconded and approved.

REGULAR AGENDA

Matters included under the Regular Agenda differ from the Consent Agenda will be voted on individually. In addition, presentations will be made on each motion, if desired.

INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

UPDATES/PRESENTATIONS

(Group started with #6 & 7)

Note: Items 1-4– Jordan Rockwell (not present but distributed this information to all members via email after the meeting {not in minutes} M. Ferrara added information as instructed.)

1. Fare Interoperability – The RFP is nearly done and ready to go out. At an earlier meeting I could have said it was already out. Apparently it is now going out, with revised language based on the information received from the RFI. This is a crucial step in getting fare interoperability.
2. 595 Express Bus to Fort Lauderdale - This express bus route has been running for 3 years and failed to garner much ridership for a few different reasons (ease of parking in downtown Ft Lauderdale, inefficiency of route alignment, relative lack of congestion). BCT has been adamant about cutting the route and applying the funds to another route that has demonstrated demand and could use the resources. FDOT finally agreed to cut the route; the public hearing was last Thursday. The Broward County Commission voted 7-2 to eliminate the route and reallocate the State funds to the more successful downtown Miami routes. Also, the Broward MPO voted unanimously to oppose cutting the route, and they would like to introduce a limited-stop bus service along Broward Blvd from west Broward County to downtown Ft. Lauderdale in the near future. FDOT may or may not be a part of that. I'll keep the group updated with any developments on this front.
3. Park and Ride Projects - FDOT and BCT are partnering on a number of park and ride projects, including a shared-use garage in the Pembroke Pines Town Center development, a shared-use garage at Miramar Regional Park, and a revisiting of the Pines/I75 interchange for a large park and ride lot. All of these projects are in planning, we have not secured funds as of yet but hopeful to within a few years.
4. Transportation Network Companies Regulation - The Broward County Commission, in an over 8-hour dissection of amendments to county motor carrier regulations that would allow TNCs to operate in Broward, could not finalize regulations that TNCs would accept. The commission plans to finalize the regulations at the Oct 13th meeting. They are not certain they will reach a mutually acceptable agreement. Sticking points at the meeting included hiring regulations about hiring ex-convicts, auditing procedures, and liability insurance requirements.
5. 1st Mile Last Mile – update next meeting
6. West Palm Beach (PBIA)) Shuttle Service
 - Will begin on Oct 16th route will pick-up and deliver passengers from only eastside of WPB station to airport terminal

- As per Chuck's clarification this shuttle will not make any other stops other than station to terminal
- A new RFP for larger buses SFRTA is going out soon included in that are luggage racks and bike racks - Jan 1st, 2016. The beginning of a new contract with either the same contractor or a new contractor.
- Keolis bought some new buses with 30 or 32 ft. luggage racks
- RFP requests low floor bus with luggage racks
- All buses at airport will require low floor and bus racks

7. SFRTA – Operations Center

- Brad distributed photos via email to members showing the progress of the new SFRTA building - under construction
- Directly in our view across the street
- Includes parking structure, Operations Building and a new enhanced station
- Solar panels will operate the station – Green Leed
- Hurricane strength – houses executive offices, dispatch – Operations Center
- Date of completion is still targeted for May 2016

Updates:

DELRAY – Scott Aaronson

- Thanked SFRTA for assisting with another year of funding

MIAMI-DADE – Esther Frometa-Spring, MDT and Cheryl Mostco alternates

- 1-95 final schedule next week
- 1-95 change of buses Sheridan to Downtown not Civic Center
- Buses are in addition to other routes

BCT – David Wells

- BCT service to Miami Airport is via 95 Express Service to the Allapattah Metrorail Station and also the Santa Clara Metrorail Station
- On road (street stops) bus does not go into stations

PALM TRAN – Chuck Cohen

- Next bid in late Jan
- Route 3 service change
- Paratransit ridership has improved
- Three vendors working well
- Contract is 5 years with two options
- Vendors have different service areas – lots of vehicle miles

SFRTA - Brad Barkman

- Wi-Fi on entire rail fleet coming soon
- Fleet will be complete and active in July or early August 2015
- 60% of fleet is complete
- Bikes – SFRTA trying to direct passengers with bikes in the car the correct way
- SFRTA taking a look at the bike flow on train– take advantage of it perhaps one door that detrains and one that boards

- MDT has Wi-Fi
- SFRTA Wi-Fi access – it is working well
- Not many complaints about access as long as you are not doing anything against the law

Note: David BCT checked at Civic Center on 12th Avenue - just street stops no cut outs

Meeting Adjourned, so moved - next OTC meeting scheduled for November 12, 2015.

Please note: At the next meeting we request the presence of our OTC members at the SFRTA offices #Room 102 - coffee and lite snacks will be served.

**Engineering & Construction
Monthly Progress Report
September 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 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.

The Design Build contractor obtained early work permits from the City of Pompano Beach, and site work began on May 18, 2015. Two time-lapse cameras have been installed. Temporary utilities and construction trailers have been installed. Auger cast pile, pile caps and foundation activities for the Ops building have been completed. The City of Pompano Beach issued a Building Permit on August 4, 2015. The contractor has begun to install pre-cast wall panels for the Ops building, and completion of these is expected in early October 2015. Formwork and reinforcement for pile caps and grade beams for the parking garage were completed in early September 2015, and concrete pouring took place through the month. Pre-cast panels for the parking garage will be installed during the second to third week of October 2015. Shop drawings for Station construction continue to be submitted, and temporary access to the east platform during construction is being coordinated.

Design review comments were issued on June 8, 2015, and a comment review meeting took place on July 27, 2015. Revised drawings were finalized mid-September 2015, and plans have been re-issued to all sub-consultants and sub-contractors. A final comment review coordination meeting will take place towards the end of October 2015. LEED coordination meetings continue to take place for the master site application approach for the US Green Building Council. A revised LEED application fee was submitted on August 31, 2015. Additional

**Engineering & Construction
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review meetings for finishes and other departmental move coordination meetings took place on August 18 and 27, 2015.

A Quality Assurance / Safety Audit was performed on the Ops Center portion of the project on September 16-18, 2015. The audit was performed at the architect's office to review items related to the design, and at the construction trailer to go over items related to construction. A final report will be issued in early October 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 the first quarter of 2016.

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

**Engineering & Construction
Monthly Progress Report
September 2015**

storage and maintenance yard. Project Partners include The Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Broward County, Broward Metropolitan Planning Organization (MPO), City of Fort Lauderdale, Fort Lauderdale Downtown Development Authority (DDA) and SFRTA. An Interlocal Partnership Agreement has been executed by all parties on April 26, 2013. The Project Management Consultant (PMC) contract was awarded to HDR Engineering, Inc. to provide services throughout the project. The NTP was issued on May 9, 2013 for the 1.47-mile starter line (Phase 1A).

Technical Advisory Group (TAG) meetings were held on September 4th and 18th. A Value Engineering workshop was led by the PMC team, and took place on July 15-17, 2015. A draft report was submitted by the PMC on July 31, 2015.

The PMC continues to work with public and private utility companies regarding relocation of infrastructure, and updating the Operating Plan and the Maintenance and Operations cost estimate. Several internal and Partner coordination meetings took place in anticipation of the October 14, 2015 FTA Quarterly meeting.

A procurement package was advertised to select a streetcar vehicle manufacturer, which was advertised on May 29, 2015. A pre-proposal meeting was held on June 11, 2015 at SFRTA's headquarters office. The question and answer period is currently on-going. Addendum 1 through 7 have been sent, and the proposal due date is October 22, 2015.

South Florida Rail Corridor Dispatch System:

On Sunday March 29, 2015, SFRTA successfully completed the transition, taking control over 72 miles of railroad and assuming the responsibility of dispatching the SFRC.

Installation by AT&T of the 1G High Speed line between Pompano DCC and the West Palm Beach backup Dispatch Center was completed on April 22, 2015. This connection will facilitate the instantaneous duplication of the Pompano Dispatch configuration in West Palm Beach Dispatch backup Center. In addition, AT&T is continuing with the T1 installation completing a total of 21 out of 30 Control Points. The remaining sites are under construction creating the necessary conditions to bring the phone cable to the Control Point (CP).

**Engineering & Construction
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September 2015**

Meanwhile Ansaldo is working on the software and database implementation of the West Palm Beach backup office. Completion of the West Palm Beach backup office is expected to be complete by the end of October 2015.

On August 18th and 24th AT&T completed the installation of the hardware needed for the ASE (AT&T Switch Ethernet) service (1 G Speed line between both DCC) at WPB and Pompano HQ

On August 26th, AT&T tested and turned on the ASE service, confirming physical connection between both Dispatch centers.

Ansaldo is currently working on the integration of WPB Dispatch and radio system to the main DCC Pompano HQ.

On September 1, Ansaldo enabled the High Speed link via equipment located at Pompano Beach and West Palm Beach DCC, allowing the replication of the database from Pompano dispatch system to West Palm Beach dispatch system. In addition, Ansaldo also modified the dispatch system network switch to support Solarwind Network Monitoring Protocol (SNMP) communications. SNMP packets are used by SolarWind Network Monitoring tools, as well as, other Network Managements tools.

On September 9, Ansaldo successfully turned on the GBN ports of the WPB RuggedCom router establishing connection with all the CP and Avtec Outpost devices as well.

On September 10, Meisner Electric, who is Ansaldo/CWA's subcontractor, proceeded with the pole installation at CP's Pineapple and Orange Blossom as part of the Ground-Based Network (GBN) infrastructure.

On September 14, Avtec completed the configuration of the WPB radio consoles as well as the Higher ground software necessary to record radio transmissions and phone calls.

On September 18, Ansaldo /CWA completed the configuration of all the field sites to failover via high speed fiber optic.

On September 26, Ansaldo was able to transfer Dispatch Operations from Pompano Beach to West Palm Beach for about four (4) hrs. During this time, all SFRTA Web-Based Interface (WBI) users were able to access SFRTA's WBI using SFRTA WPB URL.

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 October 23, 2015

SEPTEMBER RIDERSHIP

Total monthly ridership for September has decreased 2.0 % when compared to September of last year. Weekday ridership has decreased by 2.8 %, while the average weekday ridership in September 2014 was 14,505 per day versus 14,103 per day for 2015. Total weekend ridership for the fiscal year has decreased by 5.3% when compared to last year. Total fiscal year ridership is down by 3.4% over the prior year.

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

<u>Riders</u>	Actual September 2015	Actual September 2014	September '15 vs.'14 %	FY '16 Rider ship To Date	FY '15 Rider ship To Date	FYTD '15 vs '14 %
M-F	296,169	304,610	-2.8%	865,128	892,653	-3.1%
Saturday	26,161	24,498	6.8%	81,305	83,220	-2.3%
Sunday	22,051	21,762	1.3%	69,320	69,810	-0.7%
Holidays	5,839	6,476	-9.8%	5,839	12,115	-51.8%
	350,220	357,346	-2.0%	1,021,592	1,057,798	-3.4%

Note: Ridership figures are based on daily reports from Transdev

Chart 1 - SFRTA Riders and Revenue Trends

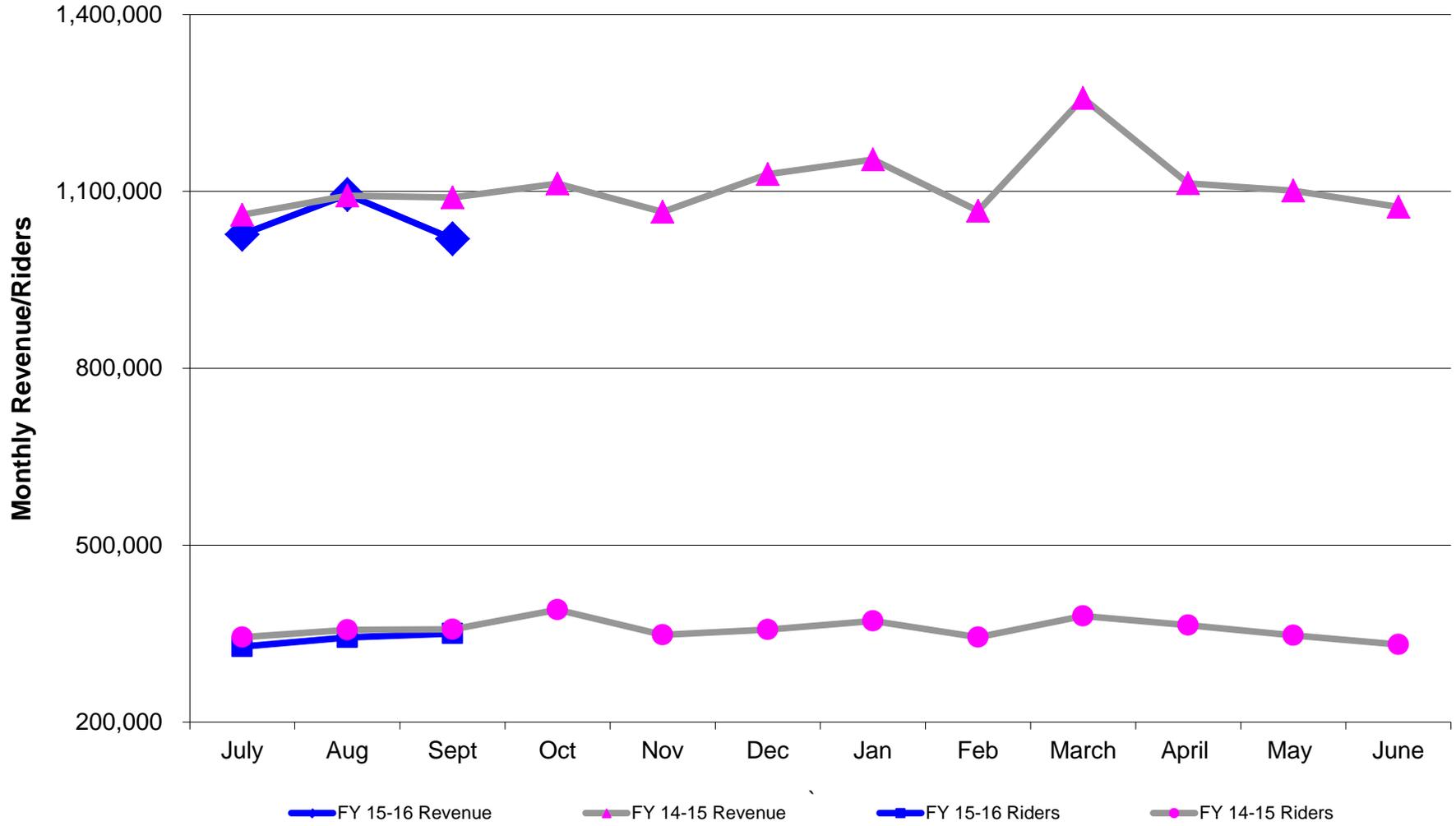


Chart 2 - SFRTA Riders

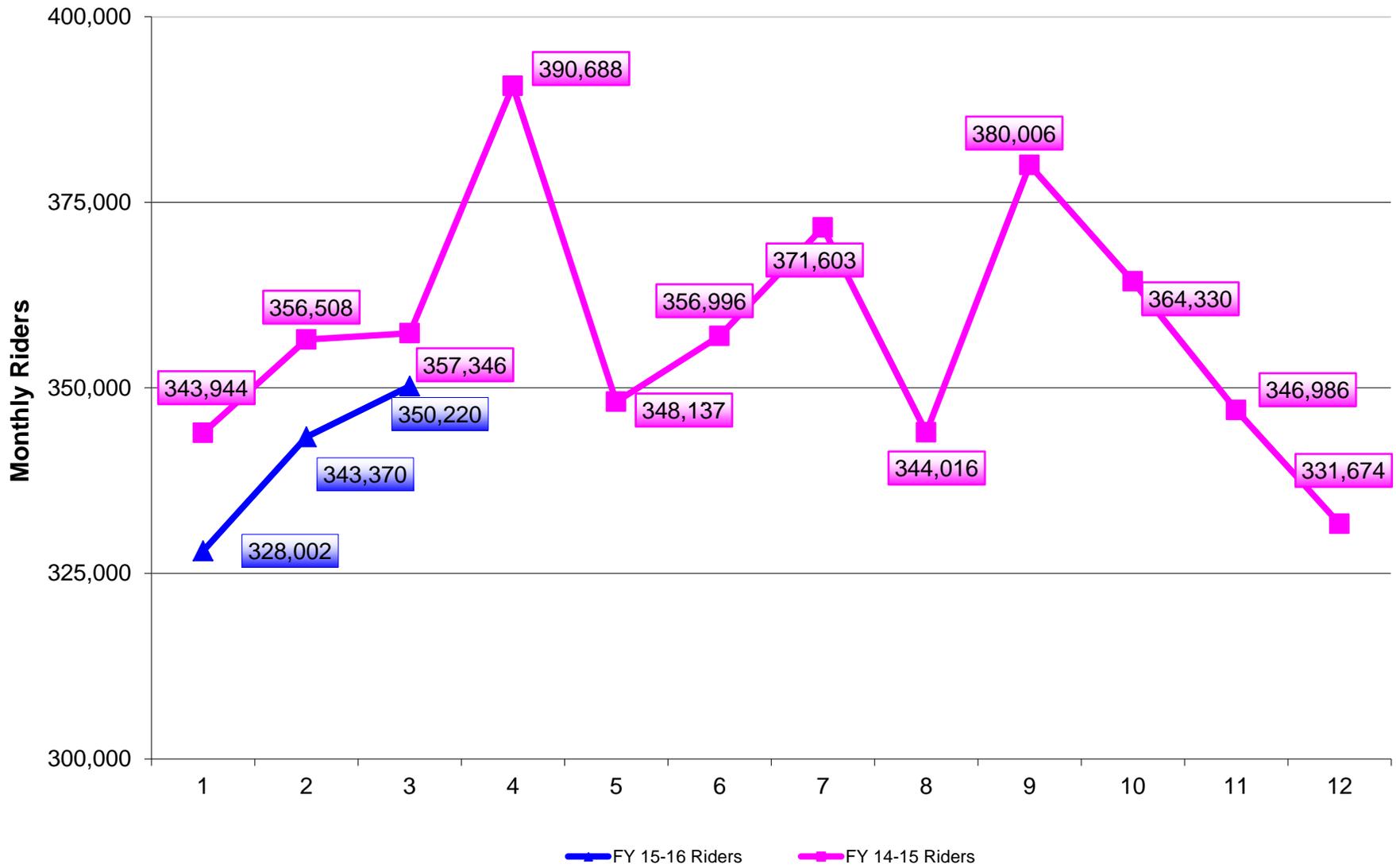
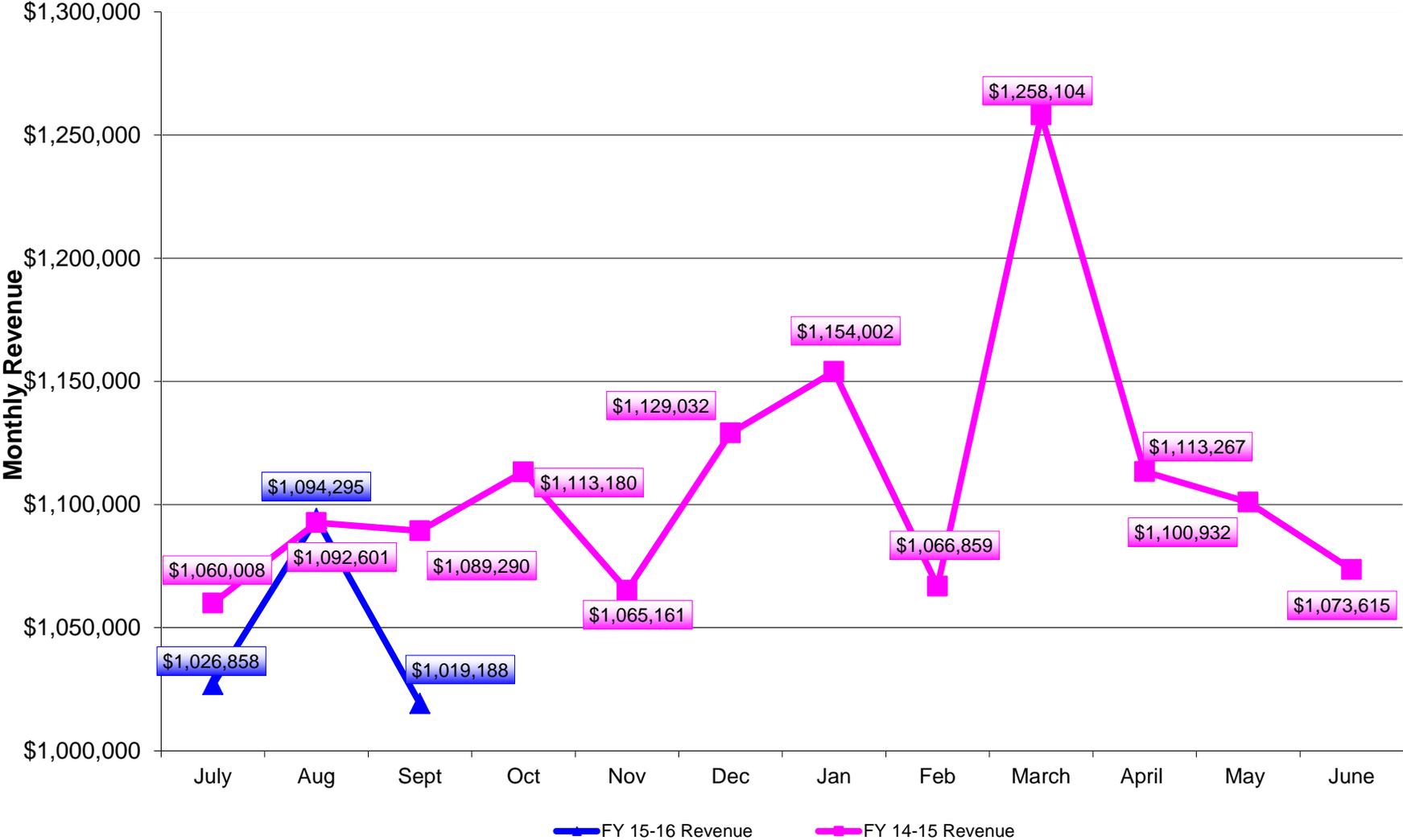


Chart 3 - SFRTA Revenue

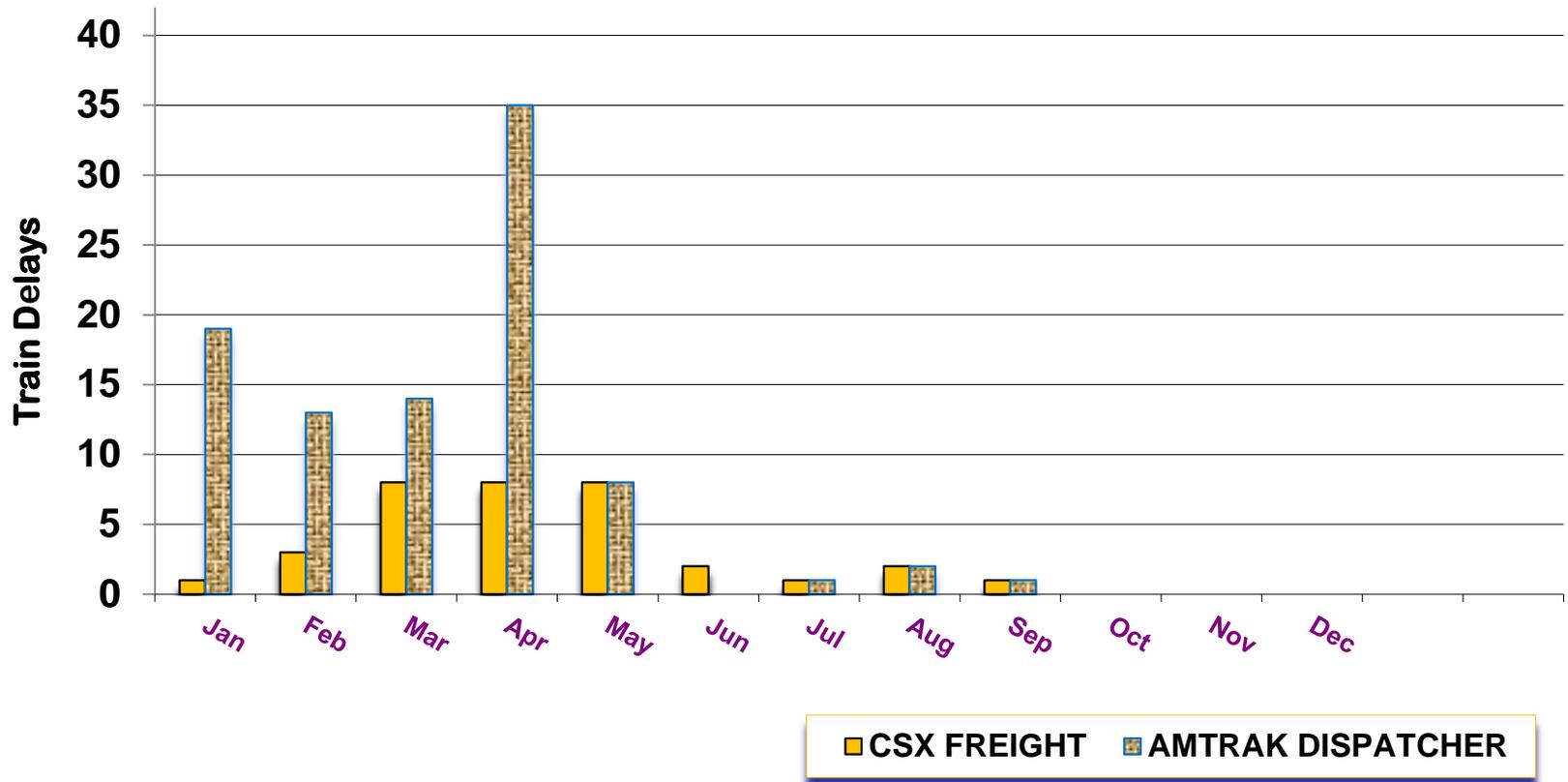



SEPTEMBER 2015 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

SEPTEMBER 2015 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY			
OTP End To End			82.1%
OTP Station To Station			81.7%
DELAY CAUSES	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
PD/FD Activity	3	5	0.4%
CSX FREIGHT	1	1	0.1%
CSX LOCAL SWITCHER	0	0	0.0%
VTMI MOW	1	3	0.2%
VTMI COMMUNICATIONS	0	0	0.0%
VTMI OUTSIDE COMMUNICATIONS	0	0	0.0%
VTMI SIGNALS-COMP.	12	17	1.3%
AMTRAK POM DISPATCHER	1	1	0.1%
BOMBARDIER MECHANICAL	7	17	1.3%
TRANDEV	3	5	0.4%
AMTRAK	2	2	0.2%
FEC DELAY IRIS	2	3	0.2%
FEC DELAY TRAIN	3	5	0.4%
WEATHER	5	38	2.9%
ROW FOUL	1	2	0.2%
SFRTA TRANSPORTATION	7	8	0.6%
SFRTA RULE COMPLIANCE	0	0	0.0%
OTHER	5	24	1.8%
SFRTA SCHEDULE CONFLICT	6	7	0.5%
3RD PARTY GATE MALFUNCTION	16	25	1.9%
3RD PARTY FATALITIES/VEHICLES	4	35	2.7%
ROTEM MECHANICAL	0	0	0.0%
BROOKVILLE MECHANICAL	4	6	0.5%
VANDALISM	0	0	0.0%
ADA	3	3	0.2%
EFFICIENCY TESTING	1	1	0.1%
DISPATCH SYSTEM	0	0	0.0%
TOTAL	87	208	15.8%
TRAINS LATE		209	15.8%
TERMINATED		15	1.1%
TERMINATED/RECOVERED		1	0.1%
ANNULLED		11	0.8%
TRAINS ON TIME		1084	82.1%
TOTAL		1320	100.0%

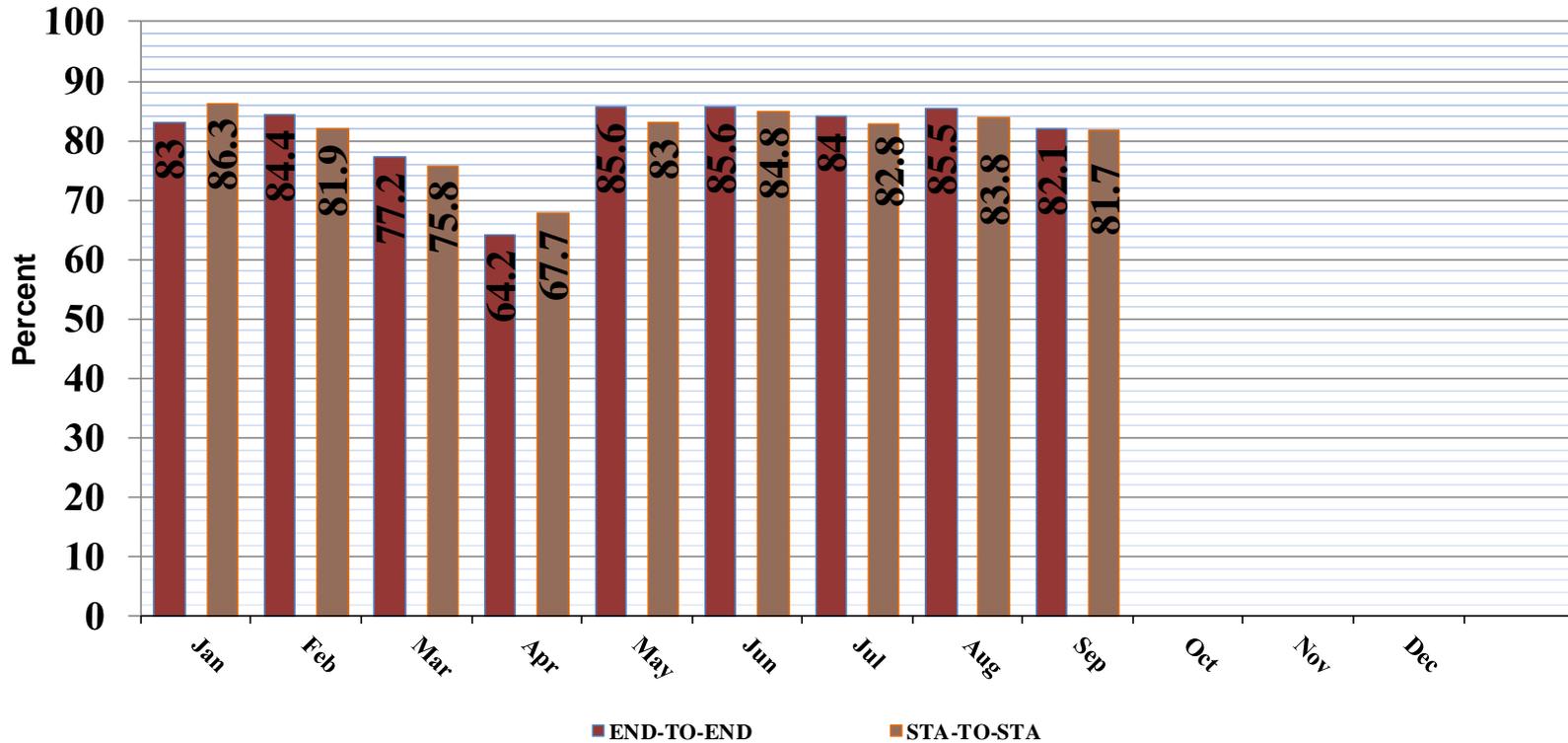


CSX Freight & Amtrak Dispatcher Delays 2015



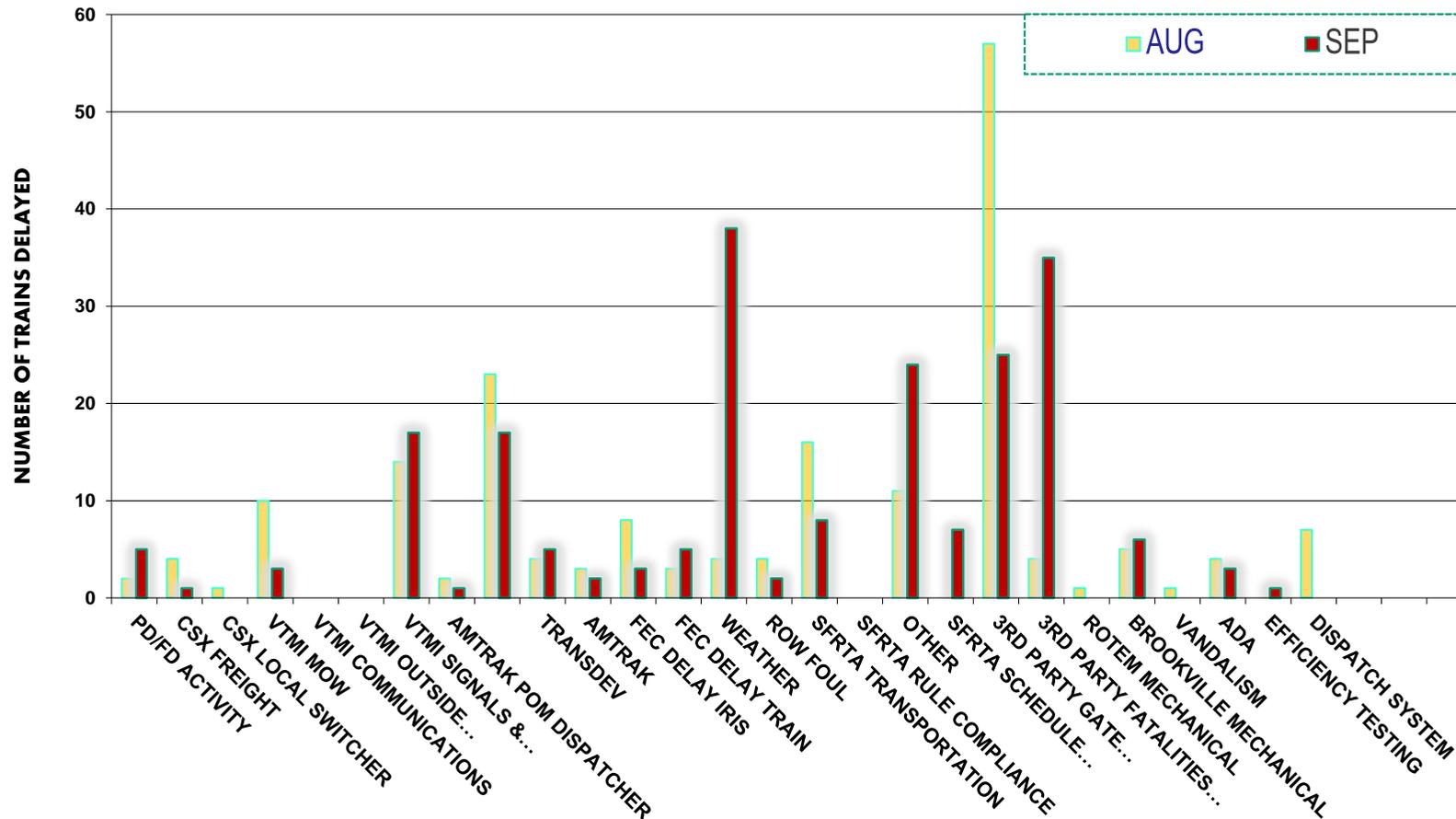


On-Time Performance Calendar Year 2015



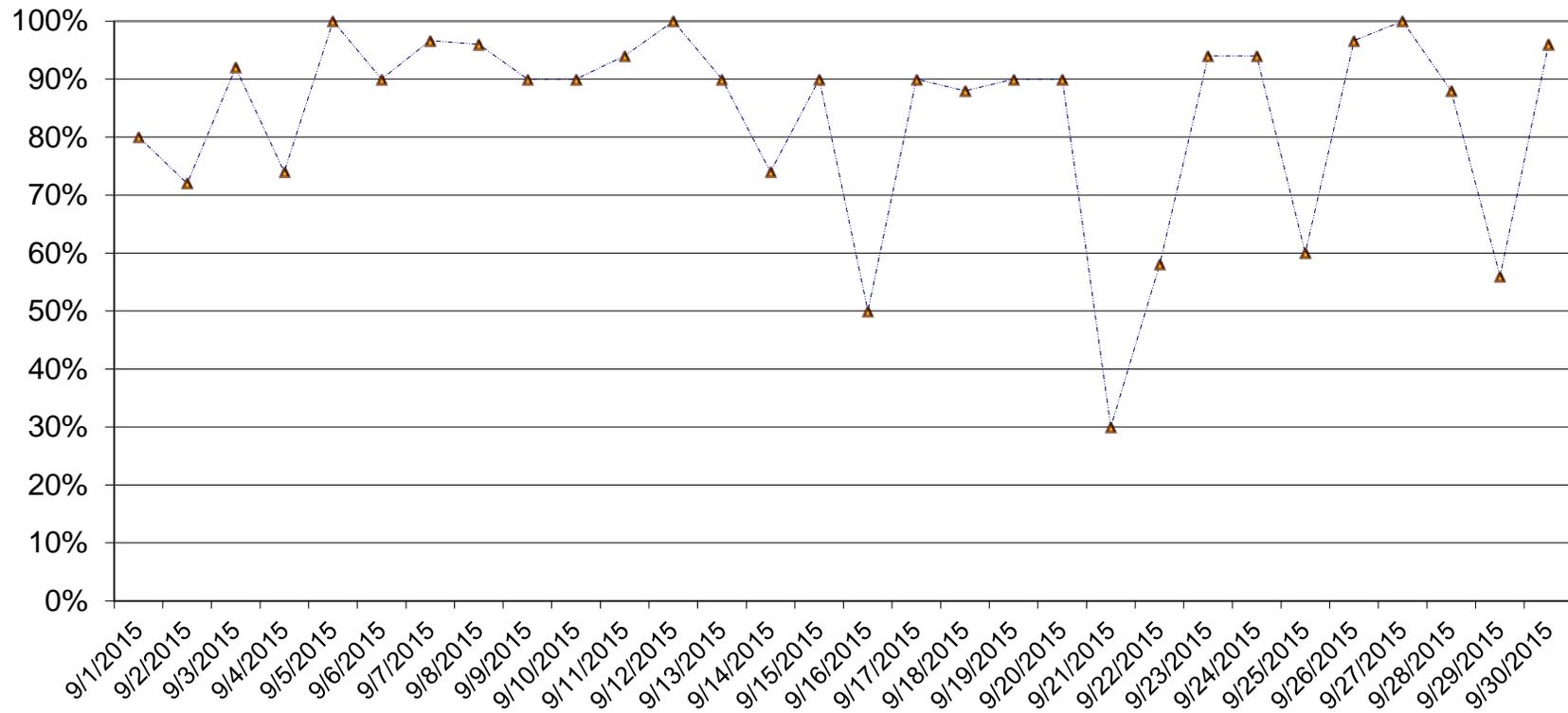


TRAIN DELAYS- 2015

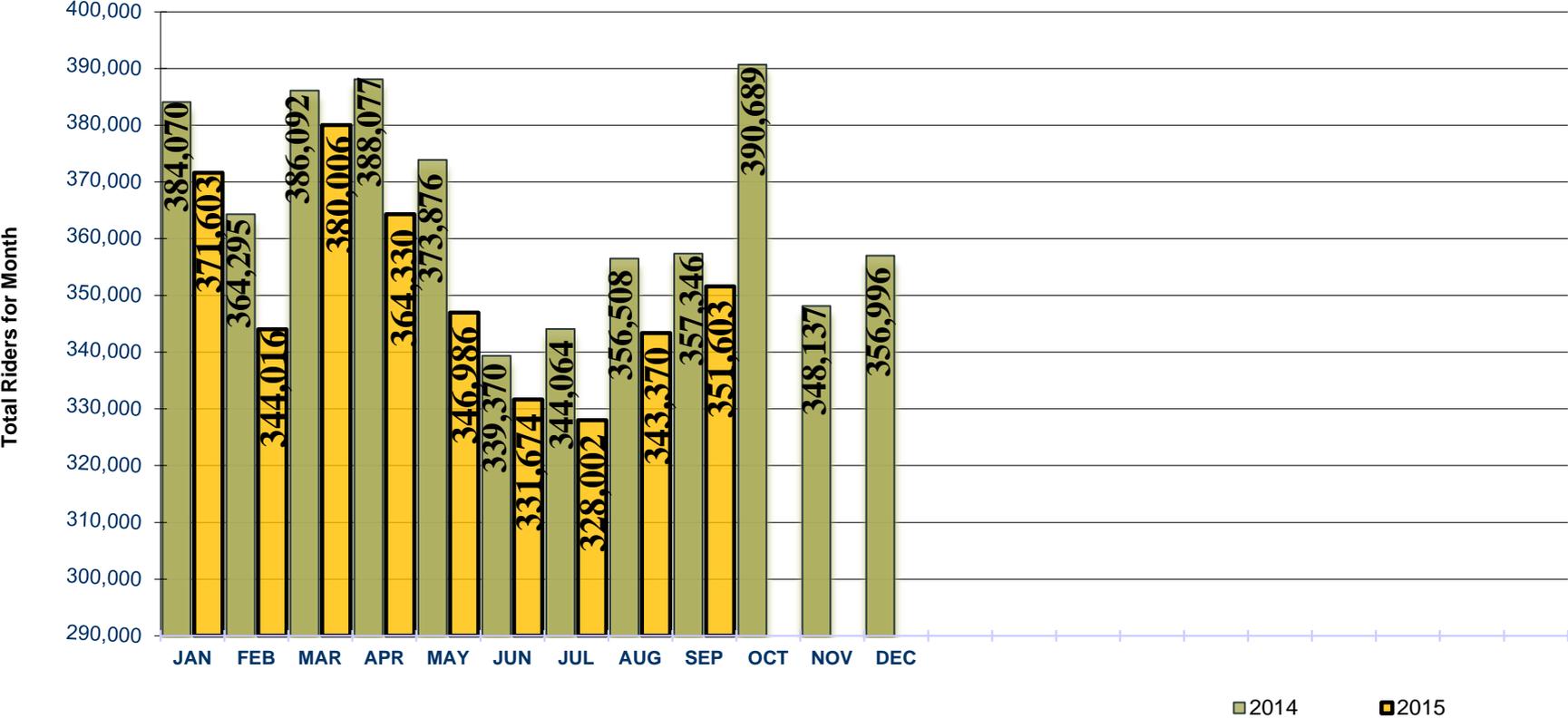




ON TIME PERFORMANCE END TO END SEPTEMBER - 2015



SFRTA Tri-Rail Monthly Ridership 2015



AGENDA ITEM D

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CORPORATE AND COMMUNITY OUTREACH OFFICE
MONTHLY SUMMARY FOR SEPTEMBER 2015
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 9 new employers and 205 new employees during the month of September.

The total number of EDP tickets recorded as sold was 2,019 and the total revenue generated was \$115,794.85 reported as in September.

NEW EDP COMPANIES

Employer	Enrollment Date	City
Advisory Financial Group	09/01/2015	Fort Lauderdale
Ayo and Iken, PLC	09/08/2015	Coral Gables
Barrau & Coirin, Inc.	09/30/2015	Miami
Best Used Gym Equipment	09/04/2015	Miami
Eims, LLC	09/24/2015	Fort Lauderdale
Eurostone Imports	09/21/2015	Delray Beach
Larmoyeau & Bone, PL	09/21/2015	West Palm Beach
Straightline Millwork Supply	09/07/2015	West Palm Beach
The Urban Group, Inc.	09/02/2015	Fort Lauderdale

EDP SALES MISSIONS

Employer	City
5i Solutions	Fort Lauderdale
Advisory Financial Group	Fort Lauderdale
Agency for Healthcare Administration	Tallahassee
Alpha Staff	Fort Lauderdale
Ayo and Iken, PLC	Coral Gables
Barrau & Coirin, Inc.	Miami
Best Used Gym Equipment	Miami
Boca Raton Charter School	Boca Raton
Cancer Treatment Center of America	Boca Raton
City of Coral Gables	Coral Gables
Digital Risk	Boca Raton
EIMS-LLC	Fort Lauderdale
Etech Palm Beach Center, LLC	West Palm Beach
Eurostone Imports	Delray Beach
Four Season Hotel	Miami
Hilton Fort Lauderdale Beach	Fort Lauderdale
Kaufman Lynn Construction	Boca Raton
Larmoyeux & Bone, PA	West Palm Beach
M. Hajjar and Associates	Coral Gables
Marcum	Miami
Miami Dade Transit	Miami
Pepsi Company, Inc.	Miami
PG Express	Fort Lauderdale
Software FX	Boca Raton
Straightline Millwork Supply	West Palm Beach
The Urban Group, Inc.	Fort Lauderdale
The Watershed	Delray Beach
Unity Automotive, LLC	Boynton Beach

CORPORATE AND COMMUNITY OUTREACH OFFICE – SEPTEMBER 2015 ACTIVITIES

APA CONFERENCE

The American Planning Association (APA) Florida Chapter Conference was held in Hollywood this year. The South Florida Regional Transportation Authority (SFRTA) Corporate and Community Outreach (CCO) Office was asked to help support the event which in turn garnered the agency a sponsor-level presence. The SFRTA Operations Department coordinated a shuttle service for attendees and the Planning Department provided a presentation on the Wave Streetcar project during the conference. Social media was also used to engage the public and share the agency's involvement in the event.

COLLEGE CAMPAIGN

Florida Atlantic University (FAU) reached out to the SFRTA to provide a special late train for their college football game against the University of Miami. A special northbound and southbound train provided service at the conclusion of the game, in coordination with a special shuttle bus provided by FAU. The game helped promote the SFRTA's college campaign which targeted students to use Tri-Rail as the way to travel to class. Over 1,700 people responded to the campaign by visiting the Tri-Rail website and registering to receive a free ticket to ride.

FPTA MARKETING AWARDS

The Florida Public Transportation Association's (FPTA) 2015 Marketing Awards were held at the SFRTA offices, in preparation for this year's annual conference in Daytona Beach. SFRTA's C&CO Manager is serving as chair of the FPTA Marketing Committee for the second and final year. Judges for this year included marketing professionals recruited from the Women's Transportation Seminar South Florida Chapter and the Florida Department of Transportation.

PARK(ING) DAY

SFRTA CCO staff was present to support this year's PARK(ing) Day in Hollywood. The national event encourages communities around the world to convert parking spaces into public parks for the day. The City of Hollywood hosted their event along the FEC corridor in downtown Hollywood. Attendees were encouraged to enjoy the benches, shade and activities, while viewing renderings of the city's revitalization plans for a more walkable/transit focused downtown. An SFRTA Corporate & Community Relations Liaison provided attendees with Tri-Rail information, and was able to engage with residents and city leaders about the future of Tri-Rail along the FEC corridor.

SEFTC ROLLOUT

The Southeast Florida Transportation Council (SEFTC) reached out to SFRTA to propose a rolling workshop on Tri-Rail to announce the 2040 Southeast Florida Regional Transportation Plan. The group is coordinating with SFRTA Planning and CCO staff in preparation for their tri-county event scheduled for November 6.

SOUTH FLORIDA CHAMBER BUSINESS EXPO

The SFRTA's Corporate & Community Relations Liaisons attended the South Florida Chamber Business Expo held at the Marriott Heron Bay in Coral Springs. Their participation allowed for an excellent networking opportunity where businesses were provided with information on train advertising opportunities to promote their service or product.

TRANSPORTATION DAYS

SFRTA was present for transportation days throughout the tri-county area in September. In Broward County, along with representatives from Broward County Transit, Broward Metropolitan Planning Organization (MPO) and South Florida Commuter Services (SFCS), the group provided transportation information for the employees of Imperial Point Hospital in Fort Lauderdale. SFRTA Outreach staff was also present for a two-day transit fair held at IQor, a 24-hour facility in Fort Lauderdale, and a newly registered EDP Employer. In Miami-Dade County, staff teamed with representatives from Miami-Dade MPO and SFCS for a transportation event at Carnival Cruise Line in Miami. In Palm Beach County, a transportation day was held at Oxygen Development in Palm Springs.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- COMTO Scholarship Luncheon Committee Meeting
- FPTA Marketing Committee Meeting
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group
- SFRTA Marketing Committee Bi-monthly Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

September 2015

Revenue:

Train Revenue

For September 2015 year-to-date (YTD) actual train revenue decreased \$144,886 or 4% when compared to fiscal year (FY) 2016 YTD budgeted revenue. Actual revenue for FY 2016 YTD decreased by \$54,173 or 2% when compared to FY 2015 YTD actual revenue. This decrease is attributed to timing differences in recording the monthly entries for the stored value amounts.

Operating Assistance

The FY 2015 Florida Department of Transportation (FDOT) Operating Funds totaling 30,600,000 will be paid out quarterly this year. The first quarter payment of 7,650,000 was received in September. The first quarter MOW payment was received as well.

Expenses:

As of September 2015, the SFRTA FY 2016 YTD actual expenses are \$4,463,398 or 17% below budget when compared to the FY 2016 YTD budgeted expense. All expenses are well within budget.

Train operations variance for FY 2016 YTD is \$2,996,660 or 17% below budget when compared to the FY 2016 YTD budget and increased \$4,665,904 or 46% when compared to FY 2015 YTD actual. This increase in FY 2016 can be mostly attributed to an increase in Maintenance of Way, Train Operations Contract, Security Contract, and Dispatch expense.

The major categories within Train Operations include Train Fuel, Security Expense, Feeder Service, Dispatch and ROW Maintenance:

- Train fuel expense variance for FY 2016 YTD is \$720,815 or 29% below budget when compared to the FY 2016 YTD budget, and decreased \$800,280 or 31% when compared to FY 2015 YTD actual fuel expense.
- Security expense variance for FY 2016 YTD is \$207,395 or 12% below budget when compared to the FY 2016 YTD budget, and increased \$111,813 or 8% when compared to FY 2015 YTD actual. This increase can be attributed to changes in the rates per the contract.
- Feeder bus expense variance for FY 2016 YTD is \$122,514 or 8% below budget when compared to the FY 2016 YTD budget and increased \$27,433 or 2% when

Expenses (Contd.)

compared to FY 2015 YTD actual. This increase can be attributed to additional routes in FY 2016.

- ROW Maintenance expense variance for FY 2016 YTD is \$890,834 or 13% below budget when compared to the FY 2016 YTD budget and increased \$5,753,328 or over 100% when compared to the FY 2015 actual. This increase in FY 2016 can be attributed to the SFRTA taking over dispatching control of the corridor.
- Dispatch expense variance for FY 2016 YTD is \$108,694 or 11% below budget when compared to the FY 2016 YTD budget and decreased \$21,619 or 2% when compared to the FY 2015 actual.

Train and Station Maintenance variance for FY 2016 YTD is \$575,409 or 12% below budget when compared to the FY 2016 YTD budget and decreased \$39,448 or 1% when compared to the FY 2015 actual. This decrease can be attributed to a decrease in Train and Station Maintenance expenses for the current month.

- Train Maintenance variance for FY 2016 YTD is \$512,053 or 12% below budget when compared to the FY 2016 YTD budget and decreased \$175,698 or 4% when compared to FY 2015 YTD actual. This decrease in FY 2016 can be attributed to a lower amount of expenses monthly with our fleet maintenance contract.
- Station Maintenance variance for FY 2016 YTD is \$63,356 or 9% below budget when compared to the FY 2016 YTD budget and increased \$ 136,250 or 29% when compared to the FY 2015 actual.

Personnel Expenses variance for FY 2016 YTD is \$553,636 or 19% below budget when compared to the FY 2016 YTD budget and increased \$169,425 or 8% when compared to the FY 2015 actual.

Professional Services variance for FY 2016 YTD is \$177,010 or 64% below budget when compared to the FY 2016 YTD budget and decreased \$67,050 or 40% when compared to FY 2015 actual.

Legal Departmental expenses variance for FY 2016 YTD is \$35,841 or 17% below budget when compared to the FY 2016 YTD budget and increased \$38,946 or 29% when

Expenses (Contd.)

compared to FY 2015 actual. This increase can be attributed to higher expenses associated with business travel and personnel expense.

General and Administrative Expenses variance for FY 2016 YTD is \$153,948 or 22% below budget when compared to the FY 2016 YTD budget and increased \$84,920 or 18% when compared to FY 2015 actual. Some categories within General and Administrative expenses are Business Travel, Telecommunications expense and Office Supplies.

- Business Travel expense variance for FY 2016 YTD is \$29,772 or 54% below budget when compared to the FY 2016 YTD budget and decreased \$8,097 or 24% when compared to FY 2015 actual.
- Telecommunications expense variance for FY 2016 YTD is approximately \$4,788 or 3% below budget when compared to the FY 2016 YTD budget and increased approximately \$77,233 or 72% when compared to the FY 2015 YTD actual due to an increase in monthly charges, usages as well as new phone lines.
- Office supplies expense variance for FY 2016 YTD is approximately \$3,931 or 13% below budget when compared to the FY 2016 YTD budget and decreased \$23,118 or 46% when compared to the FY 2015 actual. This is attributed to fewer purchases during the current year.

Corporate & Community Outreach expenses variance for FY 2016 YTD is \$24,989 or 17% below budget when compared to the FY 2016 YTD budget and decreased approximately \$4,119 or 3% when compared to the FY 2015 YTD actual.

- Corporate & Community Outreach Contract variance for FY 2016 YTD is \$18,129 or 15% below budget when compared to the FY 2016 YTD budget and decreased approximately \$14,333 or 12% when compared to the FY 2015 actual. This decrease is attributed to slightly lower expenses associated with the contract in September.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
8/01/15 TO 8/31/15**

REVENUE	SEPTEMBER 2015 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2015-16 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$1,019,188	\$3,140,341	\$3,285,227	(\$144,886)	\$13,272,273	\$10,131,932
Interest Income / Other Income	23,599	103,981	81,249	22,732	325,000	221,019
TOTAL TRAIN REVENUE	\$1,042,787	\$3,244,322	\$3,366,476	(\$122,154)	\$13,597,273	\$10,352,951
OPERATING ASSISTANCE						
Statutory Operating Assistance	1,441,667	4,325,001	4,325,001	-	17,300,000	12,974,999
Statutory Dedicated Funding	1,108,333	3,324,999	3,324,999	-	13,300,000	9,975,001
Statutory Maintenance of Way FHWA	1,851,457	6,138,467	6,430,515	(292,048)	25,722,054	19,583,587
FDOT JPA- MIC Station	-	-	999,999	(999,999)	4,000,000	4,000,000
FDOT - Flagging Services	4,885	4,885	32,337	(27,452)	129,344	124,459
FTA Assistance	-	-	125,001	(125,001)	500,000	500,000
FTA-Designated Recipient Fees	1,785,504	3,907,260	5,486,768	(1,579,508)	21,022,912	17,115,652
FTA-JARC/New Freedom Program Fee	-	-	37,500	(37,500)	150,000	150,000
FTA-JARC/New Freedom Program Match	-	-	2,499	(2,499)	10,000	10,000
Statutory Counties Contribution	-	-	93,972	(93,972)	375,890	375,890
Gas Tax Transfer	391,250	1,173,750	1,173,750	-	4,695,000	3,521,250
SFRTA Reserves	-	-	474,225	(474,225)	1,896,895	1,896,895
Other Local Funding	-	-	649,974	(649,974)	2,599,893	2,599,893
TOTAL ASSISTANCE	6,583,096	18,912,862	23,254,106	(4,341,244)	92,092,257	73,179,395
TOTAL REVENUE	\$7,625,883	\$22,157,184	\$26,620,582	(\$4,463,398)	\$105,689,530	\$83,532,346

EXPENSES	SEPTEMBER 2015 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2015-16 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	5,036,223	14,792,533	17,789,193	2,996,660	71,149,569	56,357,036
Train and Station Maintenance	1,509,296	4,367,723	4,943,132	575,409	19,922,912	15,555,189
Personnel Expenses	844,359	2,378,279	2,931,915	553,636	11,294,865	8,916,586
Professional Fees	32,500	98,700	275,710	177,010	1,037,900	939,200
Legal	57,633	173,662	209,503	35,841	826,956	653,294
General & Administrative Expenses	211,637	561,306	715,254	153,948	2,433,828	1,872,522
Corporate & Community Outreach Reserve	48,590	124,636	149,625	24,989	598,500	473,864
Expenses Transferred to Capital	-	-	-	-	-	-
	(114,355)	(339,655)	(393,750)	(54,095)	(1,575,000)	(1,235,345)
TOTAL EXPENSES	\$ 7,625,883	\$ 22,157,184	\$ 26,620,582	\$ 4,463,398	\$ 105,689,530	\$ 83,532,346

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**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
SEPTEMBER 30, 2015 & 2014**

	Curent Year							Prior Year Comparison		
	September 2015 Actual	September 2015 Budget	Variances	FY 2016 YTD Actual	YTD Budget	Variances	%	FY 2015 YTD Actual	Variances	%
Revenues:										
Train Revenue	\$1,019,188	\$1,105,629	(86,441)	\$3,140,341	\$3,285,227	(144,886)	-4%	\$3,194,514	(54,173)	-2%
Interest/Dividend Income	23,599	27,083	(3,484)	103,981	81,249	22,732	28%	103,602	379	0%
Total Train Revenue	1,042,787	1,132,712	(89,925)	3,244,322	3,366,476	(122,154)	-4%	3,298,116	(53,794)	-2%
Operating Assistance:										
Statutory Operating Assistance	1,441,667	1,441,667	-	4,325,001	4,325,001	-	0%	4,325,001	-	0%
Statutory Dedicated Funding	1,108,333	1,108,333	-	3,324,999	3,324,999	-	0%	3,324,999	-	0%
Statutory Maintenance of Way	1,851,457	2,143,505	(292,048)	6,138,467	6,430,515	(292,048)	-5%	-	6,138,467	0%
FHWA	-	333,333	(333,333)	-	999,999	(999,999)	-100%	897,406	(897,406)	0%
FDOT JPA- MIC Station	4,885	10,779	(5,894)	4,885	32,337	(27,452)	-85%	4,023,919	(4,019,034)	0%
FDOT - Flagging Services	-	41,667	(41,667)	-	125,001	(125,001)	-100%	72,860	(72,860)	100%
FTA Assistance	1,785,504	1,930,503	(144,999)	3,907,260	5,486,768	(1,579,508)	-29%	10,580	3,896,680	0%
FTA-Designated Recipient Fees	-	12,500	(12,500)	-	37,500	(37,500)	-100%	86,070	(86,070)	0%
FTA-JARC/New Freedom Program Fee	-	833	(833)	-	2,499	(2,499)	-100%	-	-	0%
FTA-JARC/New Freedom Program Match	-	31,324	(31,324)	-	93,972	(93,972)	-100%	-	-	0%
Statutory Counties Contribution	391,250	391,250	-	1,173,750	1,173,750	-	0%	1,173,750	-	0%
Gas Tax Transfer	-	158,075	(158,075)	-	474,225	(474,225)	-100%	-	-	0%
SFRTA Reserves	-	216,658	(216,658)	-	649,974	(649,974)	-100%	-	-	0%
Other Local Funding	-	32,522	(32,522)	38,500	97,566	(59,066)	-61%	71,780	(33,280)	0%
Total Operating Assistance	6,583,096	7,852,949	(1,269,853)	18,912,862	23,254,106	(4,341,244)	-19%	13,986,365	4,926,497	35%
Total Revenue	\$7,625,883	\$8,985,661	(\$1,359,778)	22,157,184	\$26,620,582	(4,463,398)	-17%	17,284,481	4,872,703	28%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
SEPTEMBER 30, 2015 & 2014

	Curent Year							Prior Year Comparison		
	September 2015 Actual	September 2015 Budget	Variances	FY 2016 YTD Actual	YTD Budget	Variances	%	FY 2015 YTD Actual	Variances	%
Expenses:										
Train Operations										
Train Operations Contract	\$1,126,418	\$1,198,573	(72,155)	\$3,055,950	\$3,070,719	(14,769)	0%	\$2,926,892	129,058	4%
Train Operation - Fuel	560,469	653,542	(93,073)	1,746,811	2,467,626	(720,815)	-29%	2,547,091	(800,280)	-31%
Emergency Bus Service	1,120	4,583	(3,463)	4,325	13,749	(9,424)	-69%	7,238	(2,913)	0%
Security Contract	473,568	561,012	(87,444)	1,475,641	1,683,036	(207,395)	-12%	1,363,828	111,813	8%
Feeder Bus	431,482	504,158	(72,676)	1,389,960	1,512,474	(122,514)	-8%	1,362,527	27,433	2%
Station Utilities	117,551	155,801	(38,250)	333,656	467,403	(133,747)	-29%	150,583	183,073	122%
EMS Boards	19,068	21,000	(1,932)	32,831	34,800	(1,969)	-6%	38,196	(5,365)	-14%
Revenue Collection	24,360	48,167	(23,807)	32,585	144,501	(111,916)	-77%	127,877	(95,292)	0%
Insurance	-	208,333	(208,333)	607	624,999	(624,392)	-100%	591,080	(590,473)	-100%
APTA Dues	-	1,583	(1,583)	-	4,749	(4,749)	-100%	-	-	0%
ROW Maintenance	1,982,778	2,237,612	(254,834)	5,822,002	6,712,836	(890,834)	-13%	68,674	5,753,328	0%
TVM Maintenance	2,370	11,000	(8,630)	7,058	33,000	(25,942)	-79%	17,655	(10,597)	-60%
Smart Card	-	6,500	(6,500)	-	19,500	(19,500)	-100%	12,262	(12,262)	0%
Dispatch	297,039	333,267	(36,228)	891,107	999,801	(108,694)	-11%	912,726	(21,619)	-2%
Total Train Operations	5,036,223	5,945,131	(908,908)	14,792,533	17,789,193	(2,996,660)	-17%	10,126,629	4,665,904	46%
Train and Station Maintenance										
Train Maintenance	1,241,483	1,434,743	(193,260)	3,754,579	4,266,632	(512,053)	-12%	3,930,277	(175,698)	-4%
Station Maintenance	267,813	225,500	42,313	613,144	676,500	(63,356)	-9%	476,894	136,250	29%
Total Train and Station Maintenance	1,509,296	1,660,243	(150,947)	4,367,723	4,943,132	(575,409)	-12%	4,407,171	(39,448)	-1%
Personnel Expenses										
Salaries and Wages	616,965	744,457	(127,492)	1,734,813	2,184,192	(449,379)	-21%	1,543,510	191,303	12%
Taxes	46,213	57,676	(11,463)	122,938	173,028	(50,090)	-29%	118,219	4,719	4%
Group Insurance	118,261	127,292	(9,031)	350,746	381,876	(31,130)	-8%	392,442	(41,696)	-11%
Pension	62,920	65,913	(2,993)	169,782	192,819	(23,037)	-12%	154,683	15,099	10%
Total Personnel Expenses	844,359	995,338	(150,979)	2,378,279	2,931,915	(553,636)	-19%	2,208,854	169,425	8%
Professional Services										
Auditing Services	-	6,250	(6,250)	-	18,750	(18,750)	0%	36,250	(36,250)	-100%
Professional Services	32,500	80,242	(47,742)	98,700	256,960	(158,260)	-62%	129,500	(30,800)	-24%
Total Professional Services	32,500	86,492	(53,992)	98,700	275,710	(177,010)	-64%	165,750	(67,050)	-40%
Legal										
Salaries and Wages	33,322	51,594	(18,272)	117,283	119,063	(1,780)	-1%	94,527	22,756	24%
Taxes	887	3,575	(2,688)	6,069	8,405	(2,336)	-28%	4,638	1,431	31%
Group Insurance	3,782	4,250	(468)	11,344	11,550	(206)	-2%	8,627	2,717	31%
Pension	8,133	9,880	(1,747)	25,261	25,640	(379)	-1%	12,833	12,428	97%
Business Travel	-	1,792	(1,792)	1,120	4,176	(3,056)	-73%	-	1,120	0%
Membership/Dues/Subscriptions	471	575	(104)	942	1,725	(783)	-45%	898	44	0%
Seminars and Training	-	808	(808)	330	1,824	(1,494)	-82%	75	255	0%
Legal Services	11,038	18,040	(7,002)	11,313	37,120	(25,807)	-70%	13,118	(1,805)	0%
Total Legal	57,633	90,514	(32,881)	173,662	209,503	(35,841)	-17%	134,716	38,946	29%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
SEPTEMBER 30, 2015 & 2014**

	Curent Year							Prior Year Comparison		
	September 2015 Actual	September 2015 Budget	Variances	FY 2016 YTD Actual	YTD Budget	Variances	%	FY 2015 YTD Actual	Variances	%
General and Administrative Expenses										
Bank & Credits Cards Fees	13,583	15,833	(2,250)	37,069	37,999	(930)	-2%	35,114	1,955	6%
Building Maintenance	11,856	11,875	(19)	25,453	35,625	(10,172)	-29%	20,854	4,599	22%
Business Travel	7,186	18,261	(11,075)	25,011	54,783	(29,772)	-54%	33,108	(8,097)	-24%
Materials & Supplies	11,726	13,333	(1,607)	27,068	30,999	(3,931)	-13%	50,186	(23,118)	-46%
Membership/Dues/Subscriptions	3,494	32,566	(29,072)	58,745	91,698	(32,953)	-36%	43,852	14,893	34%
Office Rent	58,314	66,058	(7,744)	174,949	198,174	(23,225)	-12%	171,236	3,713	2%
Printing & Advertising	227	4,767	(4,540)	909	14,301	(13,392)	-94%	2,442	(1,533)	0%
Seminars and Training	2,999	11,067	(8,068)	9,051	33,201	(24,150)	-73%	1,453	7,598	523%
Telecommunications	90,777	93,725	(2,948)	184,187	188,975	(4,788)	-3%	106,954	77,233	72%
Vehicle Operations & Maintenance	8,290	9,250	(960)	12,572	18,750	(6,178)	-33%	10,403	2,169	21%
Miscellaneous Personnel Expenses	3,185	3,583	(398)	6,292	10,749	(4,457)	-41%	1,414	4,878	0%
Total General and Administrative Exp	211,637	280,318	(68,681)	561,306	715,254	(153,948)	-22%	477,016	84,290	18%
Corporate & Community Outreach Expenses										
Special Programs	-	583	(583)	-	1,749	(1,749)	-100%	-	-	0%
Customer Service/Information	13,086	14,208	(1,122)	17,130	21,624	(4,494)	-21%	8,928	8,202	92%
Corporate & Community Outreach Contract	33,434	41,667	(8,233)	105,372	123,501	(18,129)	-15%	119,705	(14,333)	-12%
Promotional Materials	2,070	2,417	(347)	2,134	2,751	(617)	-22%	122	2,012	0%
Total Corporate & Community Outreach Expenses	48,590	58,875	(10,285)	124,636	149,625	(24,989)	-17%	128,755	(4,119)	-3%
Reserves and Transfers										
Reserve	-	-	-	-	-	-	0%	-	-	0%
Expenses Transferred to Capital	(114,355)	(131,250)	16,895	(339,655)	(393,750)	54,095	-14%	(364,410)	24,755	0%
Total Reserves and Transfers	(114,355)	(131,250)	16,895	(339,655)	(393,750)	54,095	-14%	(364,410)	24,755	0%
Total Expenses	7,625,883	8,985,661	(1,359,778)	22,157,184	26,620,582	(4,463,398)	-17%	17,284,481	4,872,703	28%
Net Income	-	-	-	-	-	-	0%	-	-	0%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
SEPTEMBER 30, 2015

ASSETS

Current assets:

Cash and cash equivalents	\$ 81,912,514
Accounts receivable:	
State Grants	1,056,485
Federal Grants	19,392,703
Counties	1,672,273
Other	1,287,402
Prepaid expenses	<u>830,568</u>
Total current assets	<u>106,151,945</u>

Noncurrent assets:

Capital assets (net of accumulated depreciation)	<u>542,170,078</u>
Total noncurrent assets	<u>542,170,078</u>
Total assets	<u>\$ 648,322,023</u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 3,518,504
Accruals	11,023,289
Compensated absences	474,759
Deferred revenue	1,634,604
Due to other governmental units	<u>146,722</u>
Total current liabilities	<u>16,797,878</u>

Noncurrent liabilities:

Compensated absences	712,138
Deposits	18,601,020
Advances from FDOT	<u>2,000,000</u>
Total noncurrent liabilities	<u>21,313,158</u>
Total liabilities	<u>\$ 38,111,036</u>

NET ASSETS

Invested in Capital Assets	542,170,078
Reserved for Capital Projects	42,980,686
Unrestricted	<u>25,060,223</u>
Total net assets	<u>610,210,987</u>
Total liabilities and net assets	<u>\$ 648,322,023</u>



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During September 2015, the SFRTA's Accounts Payable division processed 519 invoices totaling \$8,027,439.88 and disbursed 230 checks, excluding payroll, totaling \$10,309,256.90.

Invoices over \$2,500 represent 31.3% (72 checks) of all invoices processed in the month of September, and represent 99.3% of the value (\$10,237,862.20) of all checks processed in September 2015.

Accounts Payable processed 72.2% (52 checks) of the checks over \$2,500 within 25 days, with 80.6% (58 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015
INFORMATION ITEM: PAYMENTS OVER \$2,500
SEPTEMBER 1 TO SEPTEMBER 30, 2015**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
8/25/2015	8/27/2015	9/3/2015	9/4/2015	10	G4S SECURE SOLUTIONS USA	CUST #006038 WE 08/17-08/23/15	112,469.98
8/24/2015	8/31/2015	9/3/2015	9/4/2015	11	FLORIDA MUNICIPAL INSURANCE TR	FMIT# 0607	11,741.00
8/24/2015	8/26/2015	9/3/2015	9/4/2015	11	FLORIDA POWER & LIGHT	ACCT #80723-54411 MOW	36,853.18
8/17/2015	8/26/2015	9/3/2015	9/4/2015	18	MERIDIAN MANAGEMENT CORPORATIO	CONTRACT 10-001	35,170.20
8/17/2015	8/21/2015	9/7/2015	9/4/2015	18	BV OIL COMPANY	ORDER #686044	113,059.24
8/27/2015	8/31/2015	9/10/2015	9/15/2015	19	CB&I	CLIENT # 1344170 CONTRACT 15-008	297,544.08
8/31/2015	9/1/2015	9/10/2015	9/15/2015	15	FLORIDA POWER & LIGHT	ACCT #05940-53381	4,471.63
8/31/2015	9/8/2015	9/10/2015	9/15/2015	15	RAIL TECH CONSULTANTS INC	ALPHA ECLIPSE LED SIGN	2,956.00
9/15/2015	9/15/2015	9/15/2015	9/15/2015	0	DBA WEX BANK WRIGHT EXPRESS FSC	ACCT #0496-00-139360-2	7,617.42
9/18/2015	9/3/2015	9/16/2015	9/18/2015	0	EAC CONSULTING	WO #7 INVOICE #9	23,526.85
9/8/2015	9/9/2015	9/16/2015	9/18/2015	10	FLORIDA POWER & LIGHT	ACCT #62700-25338	3,291.71
9/14/2015	9/14/2015	9/16/2015	9/18/2015	4	AT&T	ACCT #VP07JN-09/15	13,375.38
9/8/2015	9/9/2015	9/16/2015	9/18/2015	10	AT&T	ACCT #8003-000-2788	10,866.20
9/10/2015	9/10/2015	9/16/2015	9/18/2015	8	AT&T	BILLING #954 V34-7067 036	35,880.67
8/7/2015	9/10/2015	9/16/2015	9/18/2015	42	CDW G	CUST #1110427	10,081.08
8/31/2015	9/14/2015	9/16/2015	9/18/2015	18	CUBIC TRANSPORTATION SYSTEMS	CUST #CR1230	4,702.50
9/14/2015	9/14/2015	9/16/2015	9/18/2015	4	DEPT OF MANAGEMENT SVCS	ACCT #0H8XX48-22716	10,545.59
9/1/2015	9/8/2015	9/16/2015	9/18/2015	17	ERICKS CONSULTANTS	10-010	20,500.00
8/31/2015	9/1/2015	9/16/2015	9/18/2015	18	F LORIDA POWER & LIGHT	ACCT #68752-86525 MOW	3,548.57
9/14/2015	9/15/2015	9/18/2015	9/18/2015	4	BANK OF AMERICA	ACCT #4715 2900 0324 4121	22,581.21
9/18/2015	9/18/2015	9/23/2015	9/29/2015	11	FLORIDA POWER & LIGHT	ACCT #66253-69530	14,374.69
9/9/2015	9/11/2015	9/23/2015	9/29/2015	20	G4S SECURE SOLUTIONS USA	CUST #006038 WE 08/31-09/06/15	241,145.12
8/19/2015	9/9/2015	9/23/2015	9/29/2015	41	KEOLIS TRANSIT SERVICES, LLC	CONTRACT 14-009	150,161.25
9/14/2015	9/15/2015	9/23/2015	9/29/2015	15	AT&T	BILLING #305 W77-7635 223	8,763.14
9/14/2015	9/15/2015	9/23/2015	9/29/2015	15	FLORIDA POWER & LIGHT	ACCT #44012-44548 MOW	3,079.21
8/28/2015	9/3/2015	9/23/2015	9/29/2015	32	GOODMAN PUBLIC RELATIONS INC.	CONTRACT #13-006	47,904.97
8/26/2015	9/9/2015	9/23/2015	9/29/2015	34	MERIDIAN MANAGEMENT CORPORATIO	CONTRACT 10-001	4,595.42
9/22/2015	9/22/2015	9/23/2015	9/29/2015	7	PROLOGIS TRUST	OCTOBER 2015 RENT	56,836.73
8/28/2015	9/10/2015	9/23/2015	9/29/2015	32	SHUTTS AND BOWEN LLP	CLIENT #33668-0009	5,355.00
9/17/2015	9/22/2015	9/23/2015	9/29/2015	12	JACK STEPHENS	STEPHENS, J AON INSURANCE	4,188.94
9/8/2015	9/9/2015	9/28/2015	9/28/2015	20	BV OIL COMPANY	ORDER #685116	249,064.82
9/1/2015	9/9/2015	9/28/2015	9/28/2015	27	NATIONAL RAILROAD PASSENGER	CUST #1000693	297,029.00
8/31/2015	9/10/2015	9/28/2015	9/29/2015	29	BOMBARDIER MASS TRANSIT CORPOR	CONTRACT #06-113	1,211,714.73
9/23/2015	9/22/2015	9/30/2015	10/2/2015	9	FLORIDA POWER & LIGHT	ACCT #16497-21576	9,378.91
9/22/2015	9/24/2015	9/30/2015	10/2/2015	10	G4S SECURE SOLUTIONS USA	CUST #006038 WE 09/14-09/20/15	221,951.51
9/28/2015	9/28/2015	9/30/2015	10/2/2015	4	DEPT OF MANAGEMENT SVCS	ACCT #0H8XX48-22716	10,356.74
9/21/2015	9/22/2015	9/30/2015	10/2/2015	11	FLORIDA POWER & LIGHT	ACCT #80723-54411 MOW	37,018.04
9/17/2015	9/24/2015	9/30/2015	10/2/2015	15	NEW HORIZONS	IT MICROSOFT 1 & 2 TRAINING	2,560.00
8/14/2015	9/24/2015	9/30/2015	10/2/2015	49	LEVERAGE INFORMATION SYSTEMS	ACCT# 456	7,559.53
9/11/2015	9/23/2015	9/30/2015	10/2/2015	21	RESPECT OF FLORIDA	CUST #90-COBRERA	5,122.77
9/21/2015	9/22/2015	9/30/2015	10/2/2015	11	VERIZON WIRELESS	ACCT #820344207-00039	29,770.81
			41		TOTAL OPERATING EXPENDITURES		3,398,713.82

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015
INFORMATION ITEM: PAYMENTS OVER \$2,500
SEPTEMBER 1 TO SEPTEMBER 30, 2015**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
9/2/2015	9/17/2015	8/31/2015	10/2/2015	30	KIMLEY HORN AND ASSOCIATES	CONTRACT 09-007D WO #35 INV #14	69,187.84
8/14/2015	8/26/2015	9/3/2015	9/4/2015	21	CANON SOLUTIONS AMERICA, INC.	ACCT #1283526	11,470.00
8/13/2015	8/28/2015	9/3/2015	9/4/2015	22	CH2M HILL, INC.	WO #7 CONTRACT #10-018B	8,777.53
7/20/2015	8/25/2015	9/3/2015	9/4/2015	46	GANNETT FLEMING INC	CONTRACT 10-017B WO #10 INV #13	21,719.29
8/18/2015	8/28/2015	9/3/2015	9/4/2015	17	HDR ENGINEERING INC	CONTRACT 10-017G WO # 5 INV #15	3,471.07
8/11/2015	8/25/2015	9/3/2015	9/4/2015	24	JACOBS ENGINEERING GROUP INC.	PROJECT #E9Y30202	33,845.61
7/29/2015	8/25/2015	9/3/2015	9/4/2015	37	KIMLEY HORN AND ASSOCIATES	CONTRACT 14-010C WO #2 INV #2	25,273.51
7/31/2015	8/25/2015	9/3/2015	9/4/2015	35	PARSONS BRINCKERHOFF, INC.	CONTRACT #10-017A WO #5 INV #20	51,203.37
8/3/2015	8/27/2015	9/3/2015	9/4/2015	32	PARSONS TRANSPORTATION GROUP	CONTRACT 14-006 (FINAL DESIGN FOR WAVE)	213,491.54
8/19/2015	8/28/2015	9/3/2015	9/4/2015	16	S FL REGIONAL PLANNING COUNCIL	CUST# SFRTA/TRI-RAIL	25,000.00
9/3/2015	9/4/2015	9/10/2015	9/15/2015	12	ALAN JAY CHEVROLET	2015 TOYOTA CAMRY HYBRID	23,982.00
8/31/2015	9/1/2015	9/10/2015	9/15/2015	15	CITY OF WEST PALM BEACH	REIMB UNDER JARC GRANT 072 07/06-08/02/15	20,388.36
9/1/2015	9/1/2015	9/10/2015	9/15/2015	14	COALITION FOR INDEPENDENT LIVI	REIMB FOR 50% JARC/NF GRANTS	2,829.00
8/27/2015	9/3/2015	9/10/2015	9/15/2015	19	GANNETT FLEMING INC	CONTRACT 10-017B WO #12 INV #2	11,455.26
8/26/2015	9/3/2015	9/10/2015	9/15/2015	20	PARSONS BRINCKERHOFF, INC.	CONTRACT #09-007E WO #24 INV #9	22,463.45
8/18/2015	9/3/2015	9/10/2015	9/15/2015	28	T.Y. LIN INTERNATIONAL	PROJECT #531108.08 WO #7 INV #1	9,745.24
8/25/2015	8/31/2015	9/10/2015	9/15/2015	21	VEOLIA (VTMI)	AGREEMENT #14-012	117,075.50
8/4/2015	9/9/2015	9/14/2015	9/14/2015	41	BROOKVILLE EQUIPMENT CORP.	CUST #001309	4,008,290.00
9/1/2015	9/3/2015	9/16/2015	9/18/2015	17	DDA OF FT. LAUDERDALE	DDA FOR WAVE PUBLIC RELATIONS	23,174.05
8/25/2015	8/31/2015	9/16/2015	9/18/2015	24	VEOLIA (VTMI)	AGREEMENT #14-012	16,747.50
9/16/2015	9/17/2015	9/23/2015	9/29/2015	13	CITY OF WEST PALM BEACH	REIMB UNDER JARC GRANT 072 05/25-07/05/15	28,602.58
9/9/2015	9/21/2015	9/23/2015	9/29/2015	20	LANDSCAPE FORMS	ORDER #0000193773	22,800.00
8/31/2015	9/10/2015	9/23/2015	9/29/2015	29	STATE CONTRACTING & ENG CORP.	CUST# SFRTA/TRI-RAIL	2,999.70
8/18/2015	9/3/2015	9/23/2015	9/29/2015	42	T.Y. LIN INTERNATIONAL	PROJECT #531313.01 WO #2 INV #1	5,340.35
9/2/2015	9/9/2015	9/28/2015	9/28/2015	26	GULF BUILDING, LLC	CONTRACT 15-001 08/01-08/31/15	857,920.60
8/18/2015	9/17/2015	9/30/2015	10/2/2015	45	CH2M HILL, INC.	WO #2 INVOICE #4	38,469.50
9/23/2015	9/24/2015	9/30/2015	10/2/2015	9	CITY OF WEST PALM BEACH	REIMB UNDER JARC GRANT 072	20,388.36
8/18/2015	9/28/2015	9/30/2015	10/2/2015	45	GANNETT FLEMING INC	CONTRACT 10-017B WO #10 INV #14	12,313.30
9/8/2015	9/17/2015	9/30/2015	10/2/2015	24	HDR ENGINEERING INC	CONTRACT 10-017G WO #7 INV #3	22,000.16
9/9/2015	9/24/2015	9/30/2015	10/2/2015	23	PARSONS BRINCKERHOFF, INC.	CONTRACT 10-017A WO #5 INV #21	27,649.83
9/22/2015	9/9/2015	9/30/2015	10/2/2015	10	PARSONS TRANSPORTATION GROUP	CREDIT TOWARDS INV #1410A266	1,081,073.88
				31	TOTAL CAPITAL EXPENDITURES		6,839,148.38
				Item Total	72	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES	10,237,862.20

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: OCTOBER 23, 2015
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
SEPTEMBER 1, 2015 TO SEPTEMBER 30, 2015**

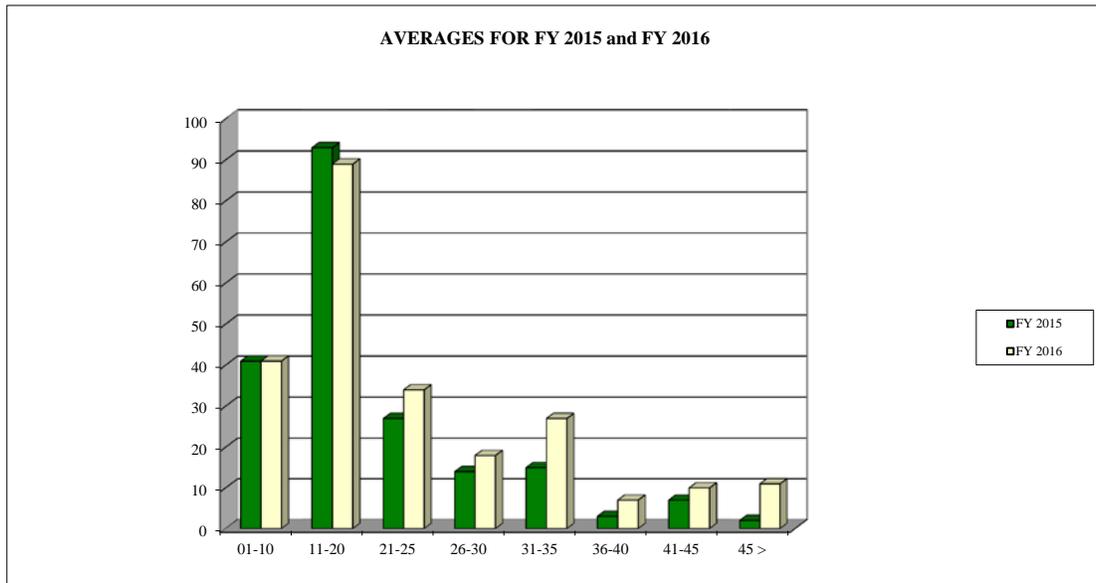
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	15	20.8%	20.8%
11-20 days	29	40.3%	61.1%
21-25 days	8	11.1%	72.2%
26-30 days	6	8.3%	80.6%
31-35 days	5	6.9%	87.5%
36-40 days	1	1.4%	88.9%
41-45 days	6	8.3%	97.2%
Over 45 days	2	2.8%	100.0%
TOTAL CHECKS	72	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - SEPTEMBER 2015**

AGENDA ITEM NO. F

FOR INVOICES \$2,500 AND OVER

MONTHLY AVERAGE SEPTEMBER 1, 2014 TO SEPTEMBER 30, 2014		MONTHLY AVERAGE SEPTEMBER 1, 2015 TO SEPTEMBER 30, 2015	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	20.3%	0 -10 Days	17.3%
11-20 Days	46.0%	11-20 Days	46.0%
21-25 Days	13.4%	21-25 Days	13.4%
26-30 Days	6.9%	26-30 Days	6.9%
31-35 Days	7.4%	31-35 Days	7.4%
36-40 Days	1.5%	36-40 Days	1.5%
41-45 Days	3.5%	41-45 Days	3.0%
Over 45 Days	1.0%	Over 45 Days	0.8%

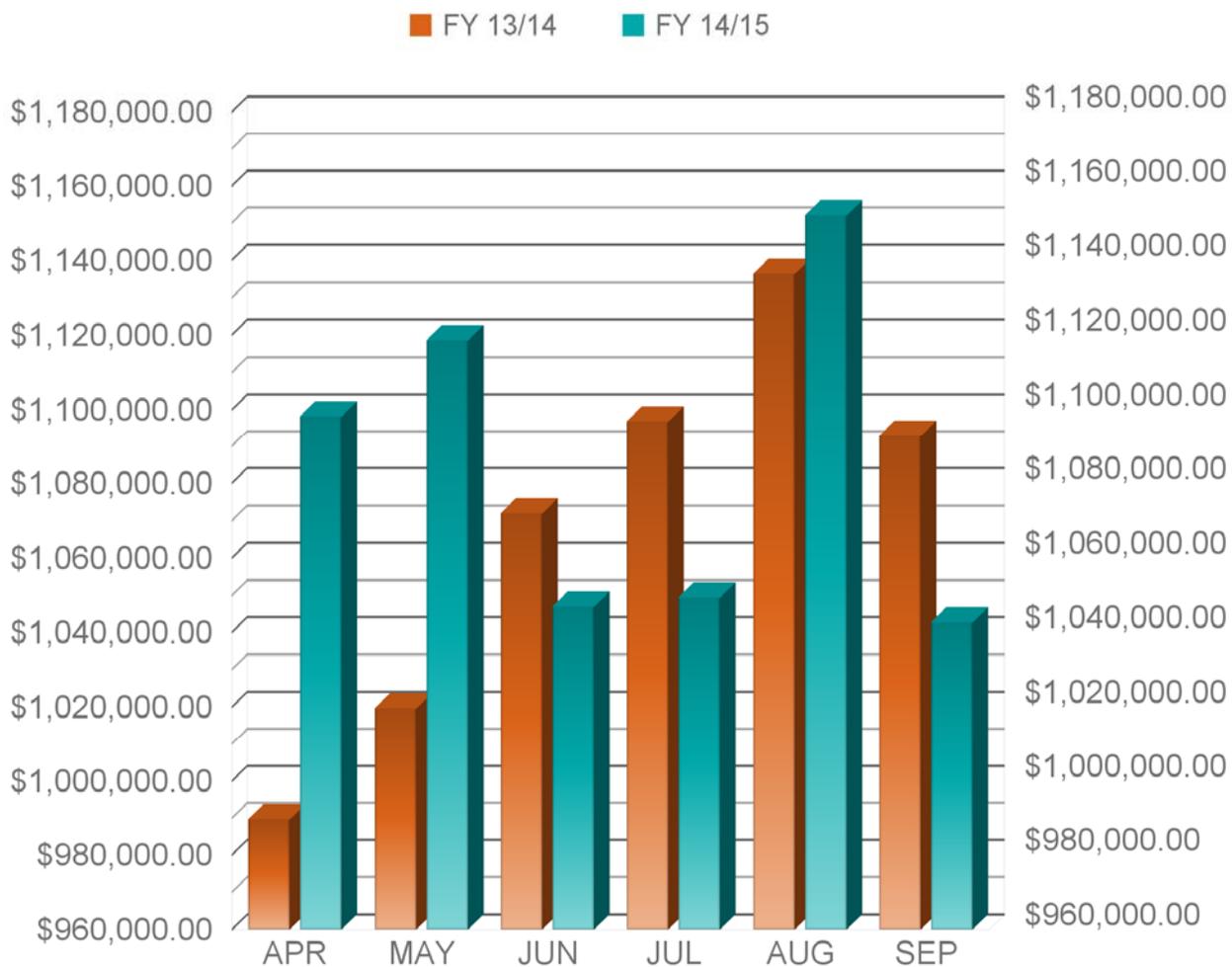


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT - SEPTEMBER 2015**

REVENUE - SEPTEMBER 2015

	SEPTEMBER 2014	SEPTEMBER 2015	VARIANCE	%
Weekday Sales	926,020	872,117	-53,903	-6
Weekend Sales	143,650	147,071	3,421	2
Other Income	23,152	23,599	447	2
Total Revenue	1,092,822	1,042,787	-50,035	-5

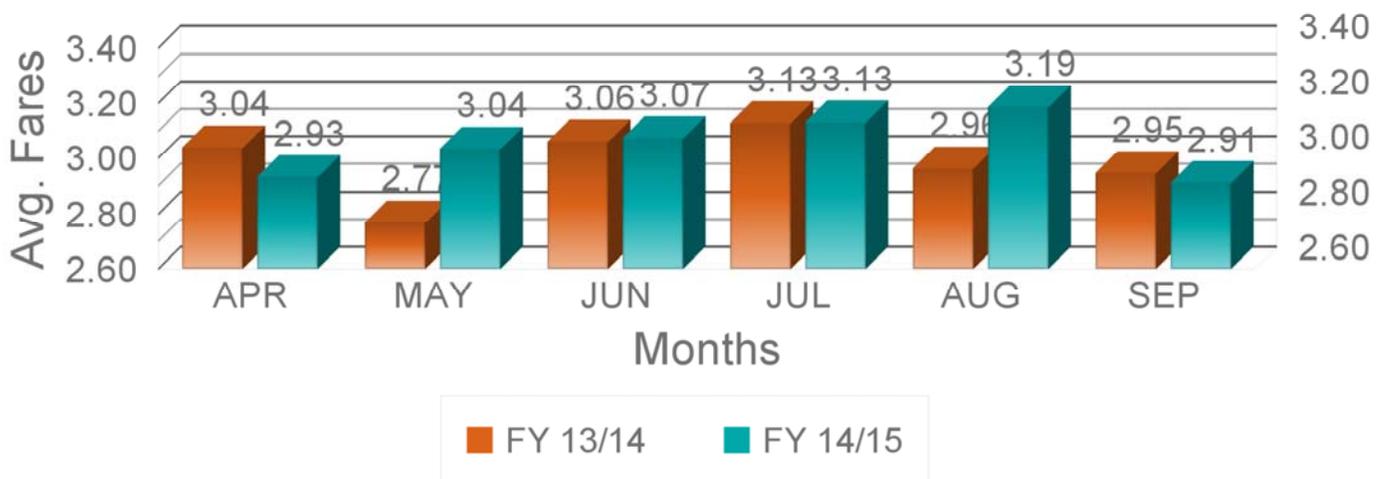
Revenue Monthly Trends
FY 13/14 and FY 14/15



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT - SEPTEMBER 2015**

Sales by Ticket Type	SEPTEMBER 2014	SEPTEMBER 2015	Percent Change
Palm Beach Schools	27,550.00	30,750.00	12.00%
Employer Disc. Program	145,082.25	115,794.85	-20.00%
Group Tour Sales	55.20	241.50	338.00%
Station Sales:			
One-Way	379,186.45	407,503.50	7.00%
Roundtrip	207,582.50	204,620.15	-1.00%
12 Trips FF	41,307.65	35,636.50	-14.00%
Monthly	71,000.00	61,600.00	-13.00%
Monthly Reg. Pass	20,800.00	19,700.00	-5.00%
One-Way Discount	6,171.85	4,522.10	-27.00%
Roundtrip Discount	9,016.55	6,632.65	-26.00%
Monthly Discount	43,500.00	31,950.00	-27.00%
Monthly Disc. Reg. Pass	14,300.00	9,800.00	-31.00%
Stored Value	78,303.80	82,104.50	5.00%
Card Deposits	8,900.00	8,332.00	-6.00%
Total Station Sales	880,068.80	872,401.40	-1.00%
Total Sales	1,052,756.25	1,019,187.75	-3.00%
Average Fare	2.95	2.91	-1.00%

Average Fares: FY 13/14 and FY 14/15

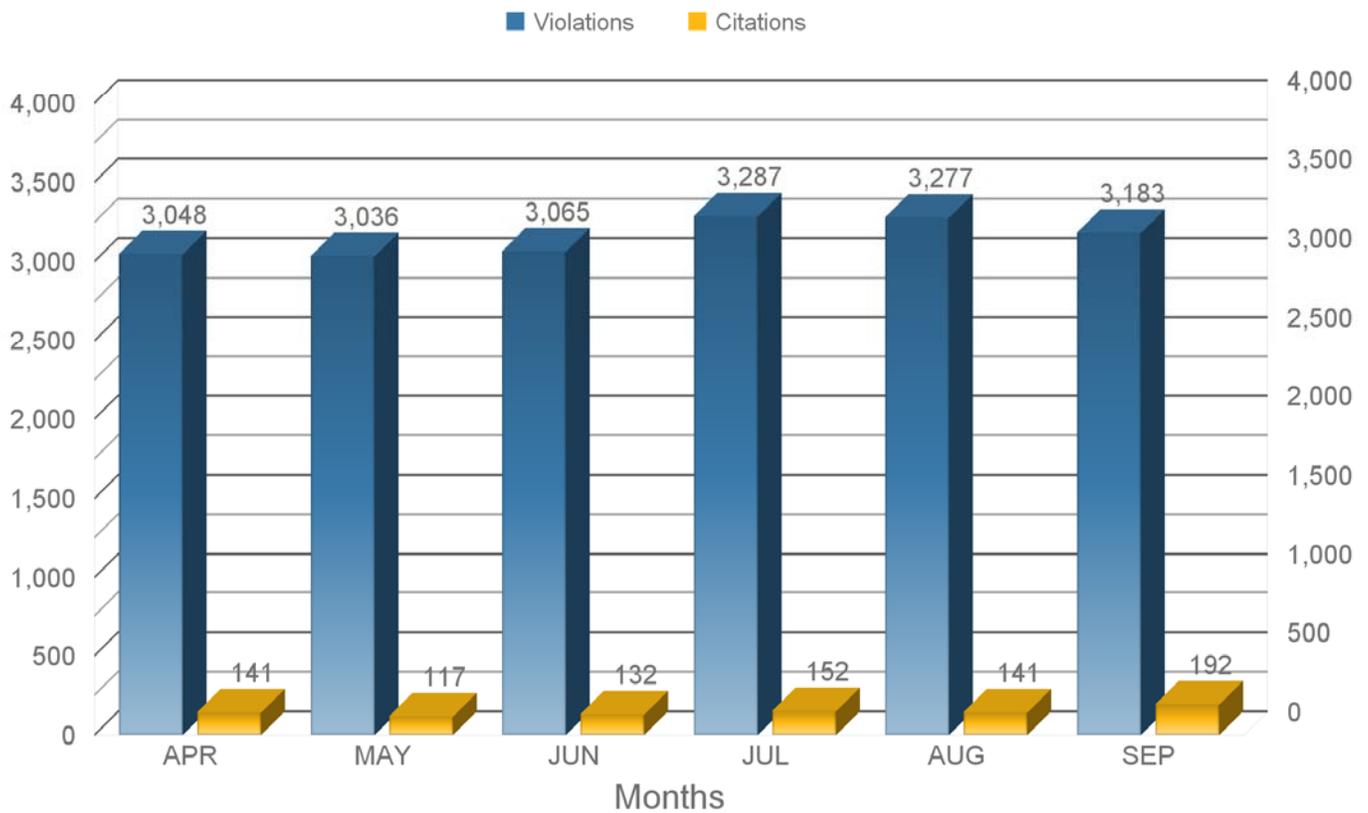


SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FARE EVASION REPORT

APRIL 2015 THROUGH SEPTEMBER 2015

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% Riders Inspected
APRIL 2015	442,809	3,048	141	2,897	122
MAY 2015	406,144	3,036	117	2,915	117
JUNE 2015	391,193	3,065	132	2,929	118
JULY 2015	396,732	3,287	152	3,129	121
AUGUST 2015	413,006	3,277	141	3,126	120
SEPTEMBER	442,374	3,183	192	2,984	126
AVERAGE	415,376	3,149	146	2,997	121
FARE EVASION %	0.76		FINES	3,487.56	

Fare Violations / Citations
FY 14/15





Solicitation Status Report Sept 2015

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
15-010	RFP	"The Wave Modern Streetcar Vehicles"	5/29/15	6/2/15	6/11/15	9/24/15	12/11/15
15-015	RFP	"SFRTA State and Regional Legislative Consulting Services"	7/17/15	7/20/15	7/30/15	8/14/15	9/25/15
16-001	RFP	"Armed Security, Fare Enforcement and Revenue Collection Services"	7/31/15	8/3/15	8/12/15	8/31/15	9/25/15
15-014	RFQ	"General Engineering Consultant Services"	7/10/15	7/13/15	7/23/15	8/14/15	9/25/15
15-016	RFP	"Operating Services For SFRTA's Commuter Bus System"	8/28/15	9/2/15	9/9/15	9/28/15	10/23/15



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of September 2015**

AGENDA ITEM NO: I

Contract/ Purchase Order No.	Contract /Project Description	Contract Action	Amount \$
16-000142	CONTRACTOR: ETA PHI SYSTEMS, INC. DESCRIPTION: Hosting / Interface Subscription To Data Will Be Used To Provide Train Tracking Information To Tri-Rail Passengers Via A Hosted Website And Mobile Phone Applications	Purchase Order	\$24,000.00
10-017 (B)	CONTRACTOR: GANNETT FLEMING, INC. DESCRIPTION: Assist The South Florida Regional Transportation Authority (SFRTA) In Performing General Engineering Consultant (GEC) Services Tasks, Which Require A Quick Response And Short Turn-Around Time.	Work Order	\$25,000.00
10-017 (B)	CONTRACTOR: GANNETT FLEMING, INC. DESCRIPTION: To Provide Professional Services To Assist SFRTA's Maintenance Of Way (MOW) Project Manager With The Daily Monitoring Of The MOW Contractors (VTMI's) Work Activities Along The South Florida Rail Corridor.	Work Order	\$100,000.00
10-017 (G)	CONTRACTOR: HDR ENGINEERING, INC. DESCRIPTION: To Provide SFRTA With Engineering And Administrative Management Services For The Handling Of Outside Party (OSP) Projects.	Work Order	\$241,113.42
16-000134	CONTRACTOR: KONE ELEVATOR DESCRIPTION: Repairs to MIC Elevators or Escalators Not Covered By Warranty.	Purchase Order	\$50,000.00
16-000139	CONTRACTOR: MIAMI DADE DESCRIPTION: Miami Dade Transit Back Office/Easy Card.	Purchase Order	\$417,054.45
16-000140	CONTRACTOR: MIAMI DADE DESCRIPTION: Miami Dade Transit Back Office/Easy Card.	Purchase Order	\$115,000.00



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of September 2015**

AGENDA ITEM NO: I

Contract/ Purchase Order No.	Contract /Project Description	Contract Action	Amount \$
14-010 (E)	<p>CONTRACTOR: T.Y. LIN INTERNATIONAL</p> <p>DESCRIPTION: Complete A Feasibility Study For A Downtown Boca Raton Transit System That Is Connected And/Or Feeds Into The Shuttle Services To And From The Tri-Rail Station At Yamato Road in Boca Raton.</p>	Work Order	\$84,868.31



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of September 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 September, 2015	N/A	N/A



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

SEPTEMBER 2015

PRESENTED BY



**ANTHONY STRIANESE
PROJECT MANAGER**

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

SEPTEMBER 2015

During the month of September 2015, 3793 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, **one (1) / Battery on a CPO / (2) Trespasser Strikes, (2) Vehicle Strikes (3) Vehicle Burglaries / (5) Thefts from Revenue Facilities and 2 Vehicle Thefts**. A total of **(8) Arrests** were made this month, **(7) were for Fare Evasion, 1 for Battery on Transit Agent and (1) for Trespass After Warning**

MAJOR INCIDENTS

MM 1025.4 – (MIAMI GARDENS OVERPASS)

Case #: 09-15-3182

TRESPASSER STRIKE – (FATALITY)

This incident occurred at approximately 1535, Thursday, September 25th 2015. A male subject was struck by the P630 northbound train at the listed location. Preliminary inquiry disclosed that the subject was trespassing on the railroad right of way in violation of Florida State Statute 810.08 / 09. The Miami-Dade Fire Rescue and the Miami – Dade Police Department responded to the scene. The subject was pronounced deceased and after the initial inquiry, he was transported to the Miami – Dade County Medical Examiners Office (District 11), for positive identification and autopsy protocol. One passenger complained of illness related to a diabetic condition and she was treated and released at the scene. The P630 was released at 2002, Thursday, September 25th 2015. The Miami-Dade Fire Rescue Alarm number is: **5208148**. The Miami-Dade County Department Case number is: **1509 – 25360190**.

MM 1015.0 – (NORTH – FT LAUDERDALE AIRPORT STATION)

Case #: 09-15-3502

TRESPASSER STRIKE – (FATALITY)

This incident occurred at approximately 0500, Tuesday, September 29th 2015. A male subject was struck by the P600 northbound train at the listed location. Preliminary inquiry disclosed that the subject was trespassing on the railroad right of way in violation of Florida State Statute 810.08 / 09. According to witnesses, the subject did not attempt to take any evasive action to avoid being struck. The Broward County Sheriff's Department (BSO) and the Broward County Fire Rescue responded to the scene. The subject was pronounced deceased and was transported to the Broward County medical Examiner's Office (District 17) for positive identification and autopsy protocol. No injuries to passengers were reported. The incident is pending further investigation by the BSO, (Case number **02-1509002566** pertains).

MM 1036.7 – (NORTH RIVER DRIVE)

Case #: 09-15-2739

TRAIN vs. VEHICLE – (INJURY)

This incident occurred at approximately 1823, Tuesday, September 22nd 2015. A motorist was struck by the P642 northbound train at the listed location. The vehicle sustained major, disabling damage as a result of the accident. The occupant complained of neck pain and was transported to a medical facility by Miami-Dade County Fire / Rescue. (**Alarm # 201-525-917**). The Hialeah, FL Police Department (HPD) is investigating the matter. The HPD Case number is **2015-34-116**.

MM 1035.0 – (NW 62ND Street)

Case #: 09-15-689

TRAIN vs. VEHICLE – (NON – INJURY)

This incident occurred at approximately 0725, Sunday, September 6th 2015. A motorist struck the P664 northbound train at the listed location. The operator stated that as he entered the grade crossing the warning light had been activated; however the gates had not lowered, as to prevent entry. The operator and two occupants were not injured as

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

SEPTEMBER 2015

a result of this incident. The Hialeah, FL Police Department (HPD) responded to the scene and will be conducting the accident investigation. The HPD Case number is: **2015-32026**.

MAJOR INCIDENTS - CONTINUED

P610 – FORT LAUDERDALE AIRPORT STATION

Case #: 09-15-2813

BATTERY ON A TRANSIT AGENT

This incident occurred at approximately 0705, Wednesday, September 23rd 2015. The G4S Officer, while performing fare inspection duties onboard the P610 northbound train, encountered a subject who was in possession of an Easy Card. An examination of the Easy Card determined that it did not belong to the subject. The subject admitted that the Easy card belonged to a sibling. Now, the subject refused to surrender the Easy Card to the Officer and attempted to retrieve it by grabbing the Officer's hand. A physical altercation ensued and the G4S Officer sustained a minor injury to his hand. The subject was removed from the train at the listed station and the Broward Sheriff's Office (BSO) responded. The subject was arrested for Transit Fare Evasion, F.S. S. 812.015(j) and F.S. S. 784.07, Battery on a Transit Agent. The BSO case number is **02-1509-002000**.

FORT LAUDERDALE AIRPORT STATION

Case #: 09-15-1652

TRESPASS – ARREST

This incident occurred at approximately 0847, Monday, September 14th 2015. A subject, previously issued a Trespass Warning, was located on SFRTA property at the listed location. The Broward Sheriff's Office was notified and responded to the station. The subject was arrested for violation of F.S.S. 810.08-2a, Trespass after Warning and transported to an incarceration facility. The BSO case number is **02-1509-001204**.

DELRAY BEACH STATION

Case #: 09-15-2814

DISORDERLY CONDUCT – ARREST (OUTSTANDING WARRANTS)

This incident occurred at approximately 0800, Wednesday, September 23rd 2015. The G4S Officer approached a female subject at the listed location who did not have fare media. Now, when directed to display a valid form of fare media, she refused and began to conduct herself in an unruly manner. The Delray Beach, FL Police Department responded to the station, and the subject was arrested for unrelated outstanding warrants. The Delray beach P.D. Case number is **15-5076**.

HOLLYWOOD STATION

Case #: 09-15-227

SUICIDE IDEATION

This incident occurred at approximately 1331, Wednesday, September 2nd 2015. The G4S Officer observed a Hollywood, FL Police Officer physically remove an elderly male subject from Track #1 as the P625 was approaching. The subject had expressed his desire to commit suicide, resulting in his being taken into custody, pursuant to the provisions of the Baker Act. The Hollywood, FL Police Case number is **33-1509-122480**.

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

SEPTEMBER 2015

MAJOR INCIDENTS - CONTINUED

DEERFIELD BEACH STATION

Case #: 09-15-2827

BURGLARY – (VEHICLE)

This incident occurred between the inclusive time(s) of 0424 and 0801 Wednesday, September 23rd 2015. The G4S Officer while performing security duties at the listed station discovered that person(s) unknown had broken the passenger window of a white in color Hyundai, Florida Registration: BKU-M72. Subsequent examination disclosed that the contents of the interior had been ransacked; however, it was not determined if any items had been stolen. The owner was not present and per Broward Sheriff's Office (BSO) policy, their identity cannot be released. The BSO case number is **10-1509-00-3179**.

DEERFIELD BEACH STATION

Case #: 09-15-2828

BURGLARY – (VEHICLE)

This incident occurred between the inclusive time(s) of 0424 and 0801 Wednesday, September 23rd 2015. The G4S Officer while performing security duties at the listed station discovered that person(s) unknown had broken the driver side window of a red in color Land Rover, Florida Registration: BUH-501. The interior of the vehicle did not appear to have been disturbed. The owner was not present to make any assessment of loss and per Broward Sheriff's Office (BSO) policy, their identity cannot be released. The BSO case number is **10-1509-00-3179**.

DEERFIELD BEACH STATION

Case #: 09-15-2829

BURGLARY – (VEHICLE)

This incident occurred between the inclusive time(s) of 0424 and 0801 Wednesday, September 23rd 2015. The G4S Officer while performing security duties at the listed station discovered that person(s) unknown had broken the driver's window of a green in color BMW, FL Registration: ACT-A54. The interior of the vehicle appeared to have been ransacked; however the owner was not present to make an assessment of any loss. In addition, per Broward Sheriff's Office (BSO) policy, their identity cannot be released. The BSO case number is **10-1509-00-3179**.

MANGONIA PARK STATION

Case #: 09-15-2139

MOTOR VEHICLE ACCIDENT – (PROPERTY DAMAGE – NON INJURY)

This incident occurred at approximately 1459, Thursday, September 17th 2015. The operator of a Palm Beach County School District Bus struck a concrete light post to the parking facility of the listed station. There were no injuries reported. The bus sustained damage to the right front bumper and headlight housing. The concrete pole and attached light were completely destroyed. A Community Service Aide from the Palm Beach County Sheriff's Department responded and filed a Crash Report. (**15-122094**). Estimated loss value is undetermined at this time.

MM 970.2 – (CLEARWATER DRIVE)

Case # 09-15-1928

INFORMATON – (MEDICAL ASSISTANCE)

This incident occurred at approximately 2040, Tuesday, September 15th 2015. The G4S Officer was informed by a SFRTA contractor that a male subject was lying on the tracks, at the listed location. The subject was unresponsive and

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

SEPTEMBER 2015

the West Palm Beach, FL, Fire Rescue responded to the scene. The subject was transported to a medical facility for treatment / observation. The West Palm Beach Fire/Rescue Alarm number is **17685**.

MAJOR INCIDENTS - CONTINUED

SYSTEMWIDE

Case #: 09-16-1931

ASSIST OTHER AGENCY – (MISSING PERSON)

This incident occurred at approximately 1330, Tuesday, September 15th 2015. The Fort Pierce, FL Police Department requested assistance in the location of a subject who had escaped custody. The subject had been taken into custody, pursuant to a court order under the provisions of the Baker Act. Police Officials advised that the subject may attempt to board a SFRTA Commuter train. All G4S Officers were informed of this incident and subsequent attempts to locate the subject met with unproductive results. No Police case number was provided.

METRO-RAIL TRANSFER

Case #: 09-15-843

SUICIDE IDEATION

This incident occurred 2100, Monday, September 7th 2015. The G4S Officer observed a subject running and fouling the tracks, at this listed location. The subject verbally demanded his medication or he would commit suicide. The Hialeah, FL, Police Department (HPD) was notified and responded to the station. The subject was transported to a medical facility pursuant to the provisions of the Baker Act. The HPD case number is **2015-32183**.

WEST PALM BEACH STATION

Case #: 09-15-1951

ILLNESS

This incident occurred at approximately 0647, Wednesday, September 16th 2015. The G4S Officer was informed by a crewmember of a medical emergency onboard the P611 southbound train. The West Palm Beach, FL Fire / Rescue was contacted via 911 and responded to the station. The commuter was immediately transported to a medical facility for treatment. Due to exigent circumstances, the West Palm Beach Fire / Rescue alarm / case number was not obtained.

METRO-RAIL TRANSFER STATION

Case #: 09-15-3250

SOLICITATION

This incident occurred at approximately 1220, Saturday, September 26th 2015. The G4S Officer observed a loitering at the station and attempting to sell various forms of fare media to commuters. This subject has also been observed at other SFRTA locations, by the same G4S Officer. The Miami-Dade County Police Department (MDPD) was notified and responded to the scene. The subject was issued a Trespass Warning and ejected from SFRTA Property. The MDPD case number is **09-1526361383**.

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

SEPTEMBER 2015

OUTSTANDING JOB PERFORMANCES

During the month of September G4S personnel to include Custom Protection Officer, Supervisor, and members of the public Safety Coordination Center displayed great professionalism and compassion while assisting with the coordination and safe movement of passengers during four separate critical incidents. All are commended for their corridor knowledge, skills, and abilities, and their consistent intense focus on customer service. Job well done.

MONTHLY FARE EVASION REPORT

MONTH: September-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
9/1/2015	14,141	19,394	122	10	112	0	137%	0.63%	8%	92%	0%
9/2/2015	14,443	16,856	133	9	124	0	117%	0.79%	7%	93%	0%
9/3/2015	14,172	17,561	130	5	125	0	124%	0.74%	4%	96%	0%
9/4/2015	14,163	19,219	129	5	123	0	136%	0.67%	4%	95%	0%
9/5/2015	6,532	6,749	53	1	52	0	103%	0.79%	2%	98%	0%
9/6/2015	5,352	6,491	51	1	50	0	121%	0.79%	2%	98%	0%
9/7/2015	5,839	8,161	82	5	76	1	140%	1.00%	6%	93%	1%
9/8/2015	14,559	19,730	139	8	131	0	136%	0.70%	6%	94%	0%
9/9/2015	14,376	18,442	138	3	135	0	128%	0.75%	2%	98%	0%
9/10/2015	14,308	18,350	136	6	130	0	128%	0.74%	4%	96%	0%
9/11/2015	14,148	18,482	132	8	124	0	131%	0.71%	6%	94%	0%
9/12/2015	6,198	7,664	56	2	54	0	124%	0.73%	4%	96%	0%
9/13/2015	5,290	6,503	60	1	59	0	123%	0.92%	2%	98%	0%
9/14/2015	13,235	16,416	133	8	125	0	124%	0.81%	6%	94%	0%
9/15/2015	14,155	21,860	144	12	132	1	154%	0.66%	8%	92%	1%
9/16/2015	14,433	17,074	108	9	99	0	118%	0.63%	8%	92%	0%
9/17/2015	13,895	17,221	117	8	109	0	124%	0.68%	7%	93%	0%
9/18/2015	14,325	16,757	118	9	109	0	117%	0.70%	8%	92%	0%
9/19/2015	6,402	7,259	68	3	65	0	113%	0.94%	4%	96%	0%
9/20/2015	5,674	6,662	65	4	61	0	117%	0.98%	6%	94%	0%
9/21/2015	13,914	16,819	109	5	104	0	121%	0.65%	5%	95%	0%
9/22/2015	14,114	18,107	123	6	116	1	128%	0.68%	5%	94%	1%
9/23/2015	12,752	15,596	145	10	134	1	122%	0.93%	7%	92%	1%
9/24/2015	14,169	18,472	116	11	104	1	130%	0.63%	9%	90%	1%
9/25/2015	14,448	17,287	93	8	85	0	120%	0.54%	9%	91%	0%
9/26/2015	6,804	7,110	57	0	57	0	104%	0.80%	0%	100%	0%
9/27/2015	5,735	6,542	57	6	51	0	114%	0.87%	11%	89%	0%
9/28/2015	15,610	18,827	126	7	118	1	121%	0.67%	6%	94%	1%
9/29/2015	13,690	19,030	114	10	104	0	139%	0.60%	9%	91%	0%
9/30/2015	14,008	17,733	129	12	116	1	127%	0.73%	9%	90%	1%
Totals	350,884	442,374	3,183	192	2984	7	126%	0.72%	6%	94%	0%

Weekly/Monthly Fare Inspection Report

MONTH:

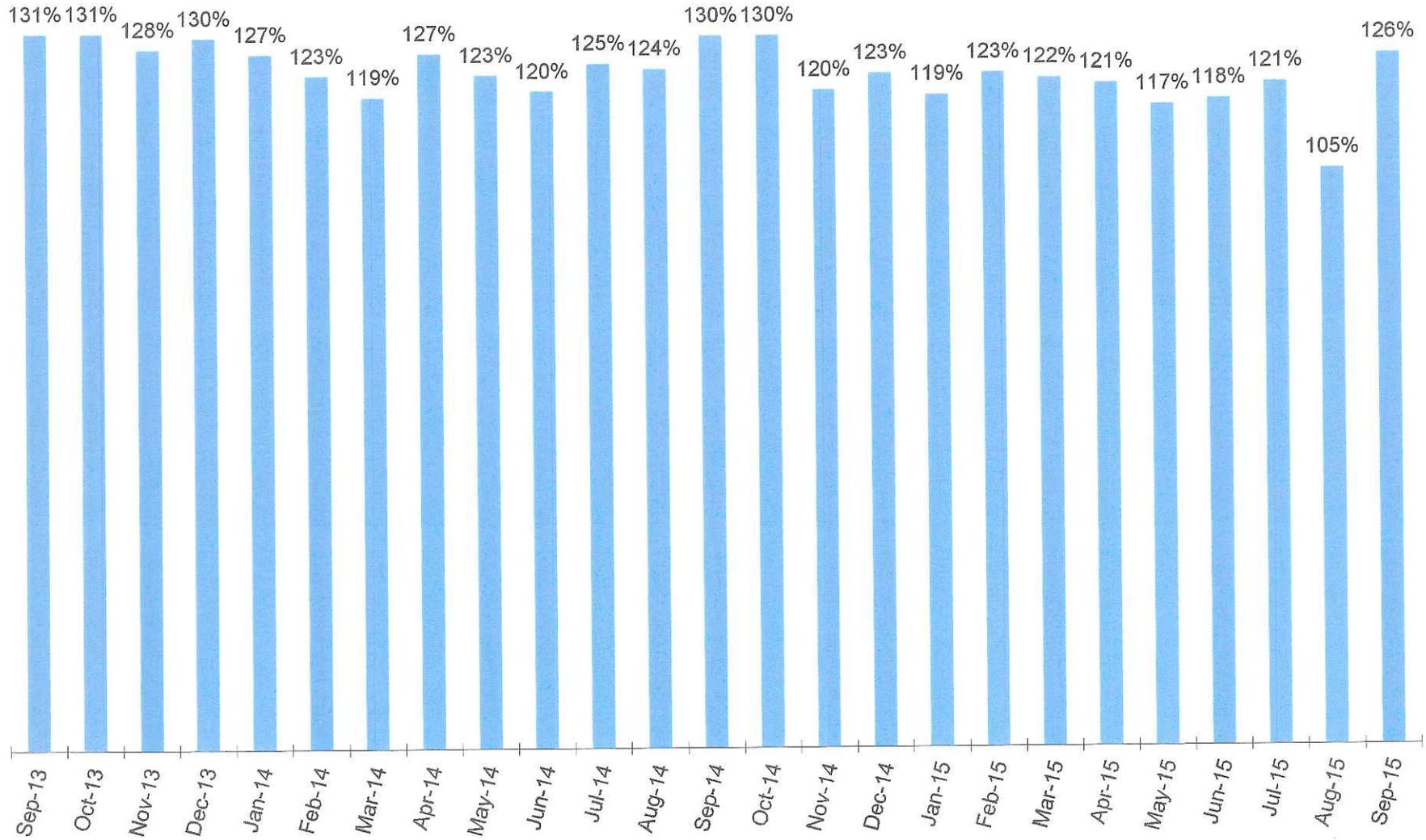
WEEK	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	%Violators Arrested
09/01/2015-09/06/2015	68,803	86,270	618	31	586	0	125%	0.72%	5%	95%	0%
09/07/2015-09/13/2015	74,718	97,332	743	33	709	1	130%	0.76%	4%	95%	0%
09/14/2015-09/20/2015	82,119	103,249	753	53	700	1	126%	0.73%	7%	93%	0%
09/21/2015-09/27/2015	81,936	99,933	700	46	651	3	114%	0.86%	6%	93%	1%
09/28/2015-09/30/2015	43,308	55,590	369	29	338	2	114%	0.86%	6%	93%	1%
	350,884	442,374	3,183	192	2,984	7	126%	0.72%	6%	94%	0%



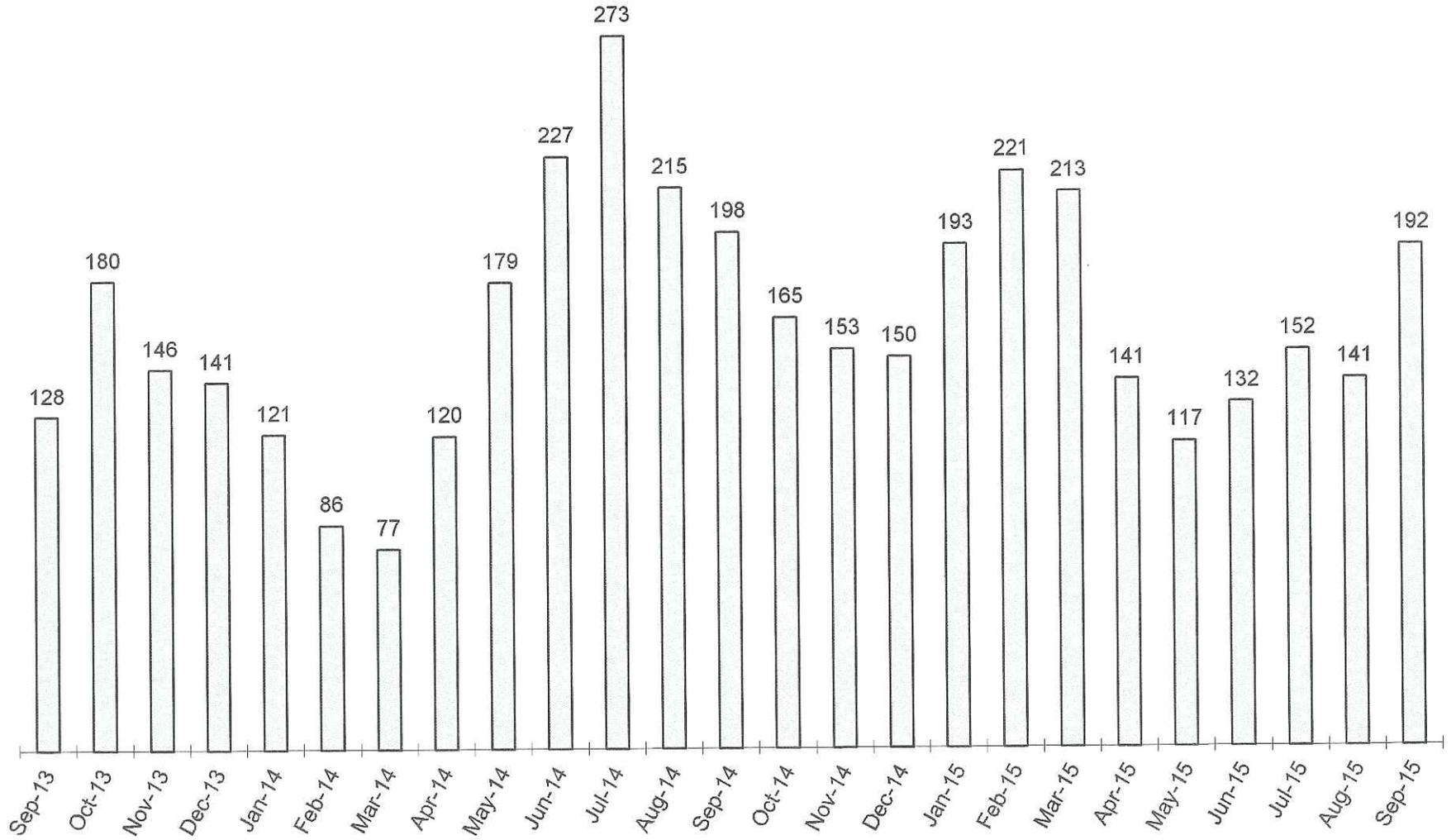
FARE EVASION REPORT MONTHLY COMPARISON

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
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%
February-15	344,117	421,621	3206	221	2976	9	123%	0.76%	7%	93%	0%
March-15	380,011	465,160	3407	213	3185	9	122%	0.73%	6%	93%	0%
April-15	366,910	442,809	3048	141	2897	10	121%	0.69%	5%	95%	0%
May-15	346,946	406,144	3036	117	2915	4	117%	0.75%	4%	96%	0%
June-15	331,611	391,193	3065	132	2929	4	118%	0.78%	4%	96%	0%
July-15	327,979	396,732	3287	152	3129	6	121%	0.83%	5%	95%	0%
August-15	392,505	413,006	3277	141	3126	10	105%	0.79%	4%	95%	0%
September-15	350,884	442,374	3183	192	2984	7	126%	0.72%	6%	94%	0%
PAGE 5 TOTAL	41,304,135	40,906,373	231,697	29,272	201,630	797	99%	0.57%	13%	87%	0%
Totals	57,993,842	62,069,090	382,639	35,008	346,723	1,010	107%	0.62%	9%	91%	0%

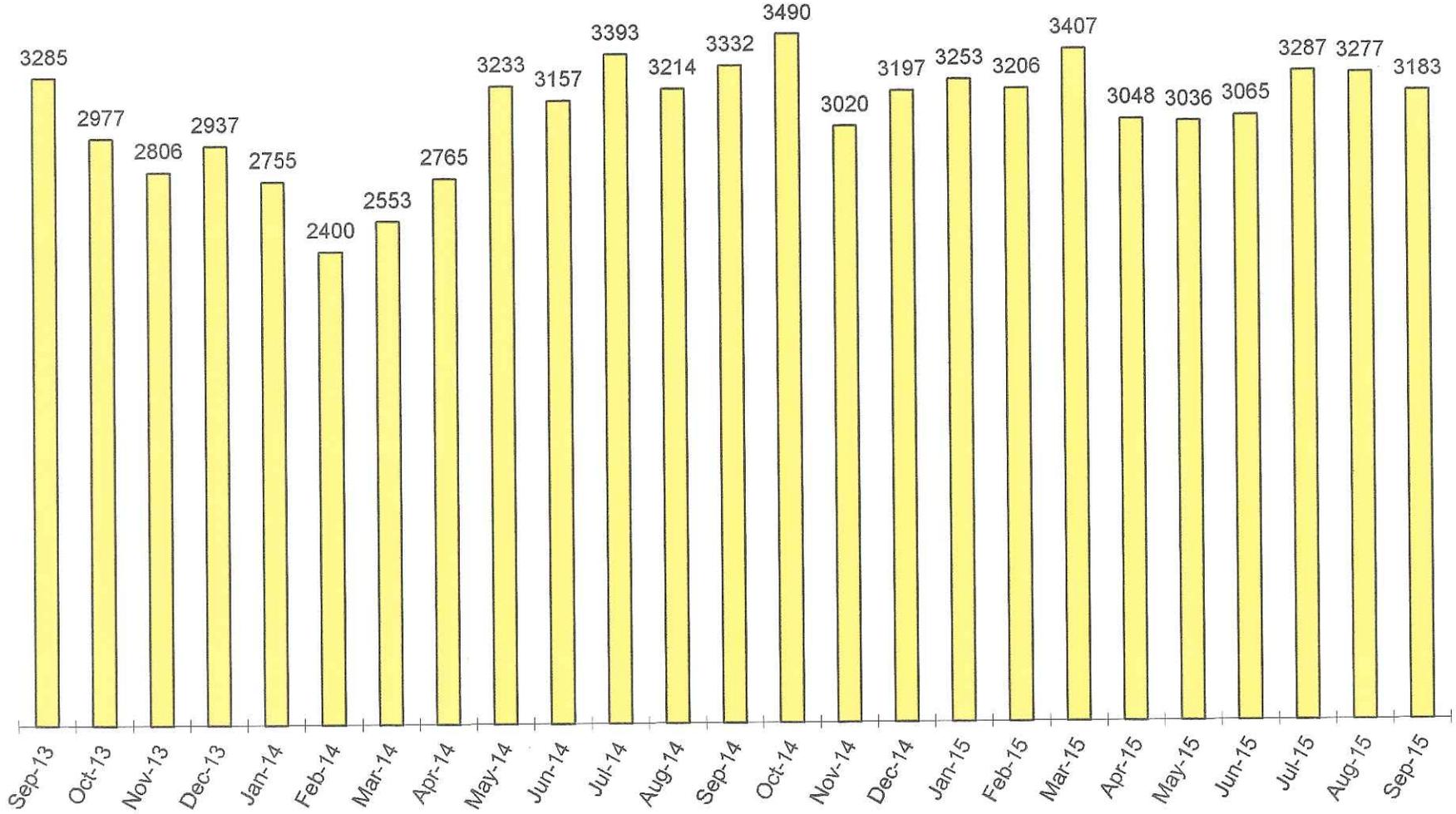
PERCENTAGE OF RIDERS INSPECTED



CITATIONS ISSUED



FARE EVASION VIOLATIONS



CLASSIFICATIONS BREAKDOWN
 SEPTEMBER 2015

CLASSIFICATION	
ABANDONED VEHICLE	
ALARMS	
ALARMS-TVM	
ALCOHOLIC BEVERAGE	
ALTERED TICKET/COUNTERFEIT	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	
ASSIST PASSENGER	1
ASSIST OTHER AGENCY	1
ATTEMPTED SUICIDE	
AUTO THEFT	2
AUTO THEFT - ATTEMPT	
AUTO THEFT - RECOVERY	
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	1
BATTERY	
BIKE LOCKER/OTHER	4
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY-ATTEMPT	
BURGLARY	1
BURGLARY-AUTO	3
BURGLARY-ATTEMPT AUTO	
CAMERA MONITORING CENTER	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	9
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	2
DEBRIS ON TRACK	1
DISORDERLY CONDUCT	9
DISTURBANCE	2
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	6
ELEVATOR MALFUNCTION	22
ELEVATOR PHONE MALFUNCTION	1

CLASSIFICATIONS BREAKDOWN
SEPTEMBER 2015

CLASSIFICATION	
ESCALATOR MALFUNCTION	18
FALSE IDENTIFICATION	
FARE EVASION	3183

	CITATION	WARNED	ARREST
12 TRIP NO TAP	1	48	0
ZONE OVERRIDE EASY CARD	0	0	0
INSUFFICIENT FUNDS	15	160	0
NO BUS/METRORAIL TRANSFER	4	105	0
NO PHYSICAL TICKET	134	2152	6
NO SFRTA TRANSFER TICKET	0	32	0
NO TAP EASY CARD	23	264	1
OUTDATED PAPER TICKET	0	39	0
ZONE OVERRIDE PAPER TICKET	15	184	0
TOTAL	192	2984	7

FIRE	
GRADE CROSSING PROBLEM	86
HIJACKING	
ILLNESS	10
INJURY	4
INJURY-CPO	
INFORMATION / MISCELLANEOUS	37
INTERFERING W/ TRAIN	
INTOXICATED PERSON	
INVESTIGATION	
KIOSK PROBLEM	
LOST/FOUND PROPERTY	133
LOUD MUSIC	
LUGGAGE	
MISSING PERSON	1
MISSING PERSON-LOCATED	
MOTOR VEHICLE ACCIDENT	2
PARKING PROBLEM	28
PARKING LOT ACCIDENTS	
PARKING LOT VIOLATIONS	
PAYPHONE MALFUNCTION	
PULLED EMERGENCY STOP	1
RECOVERED STOLEN PROPERTY	
RIDING ON OUTSIDE OF TRAIN	
ROBBERY	
ROBBERY- SUDDEN SNATCHING	
ROBBERY STRONG ARMED	
SABOTAGE	
SAFETY HAZARD	26
SEXUAL BATTERY	
SEX OFFENSE (OTHER)	

CLASSIFICATIONS BREAKDOWN
 SEPTEMBER 2015

CLASSIFICATION	
SIGN PROBLEM	
SLIP AND FALL	4
SMOKING ON TRAIN	1
SOLICITATION	4
STUDENT INCIDENT	1
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
BOYNTON BEACH	
OTHER	
SURFBOARDS ON TRAIN	
SUSPICIOUS INCIDENT	8
SUSPICIOUS PERSON	2
SUSPICIOUS VEHICLE	5
SUICIDE / ATTEMPT	2
TELEPHONIC THREAT	
THEFT	5
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	2
TOWED VEHICLE	7
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRESPASSER STRIKE	2
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	2
TRESPASS ARREST	1
TRESPASS	19
TVM GATE MALFUNCTION	3
TVM MALFUNCTION	126
UNAUTHORIZED ANIMAL	
SAV VALIDATOR MALFUNCTION	5
VEHICLE ON TRACK	
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT:	
TOTAL INCIDENTS 3793	

**SIX MONTH SUMMARY
2015**

CLASSIFICATION	APR	MAY	JUNE	JULY	AUG	SEP
ABANDONED VEHICLE	2	2			1	
ALARMS		4	1	1	1	
ALCOHOLIC BEVERAGE/TRAIN						
ALTERED TICKET/COUNTERFEIT						
ARSON						
ASSAULT-AGGRAVATED -CPO						
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO	1			1		
ASSAULT				1	1	
ASSIST PASSENGER	3	4	1	3		1
ASSIST OTHER AGENCY	1	4		2		1
ATTEMPTED SUICIDE				1	1	
AUTO THEFT	1			2		2
AUTO THEFT - ATTEMPT	1		1	2		
AUTO THEFT - RECOVERY						
BATTERY - AGGRAVATED C.P.O.						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT-CPO	1	2				1
BATTERY					3	
BIKE LOCKER/OTHER	3	4	3	2	1	4
BICYCLE VIOLATIONS						
BOMBING						
BOMB THREAT	1			1		
BURGLARY				1		1
BURGLARY ATTEMPT						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	1				2	3
BURGLARY-ATTEMPT AUTO						
CAMERA MONITORING CENTER						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	8	7	5	5		9
CROSSING W/ GATE DOWN					5	
CYBER INCIDENT						
DAMAGED PROPERTY	2		3		1	2
DEBRIS ON TRACK	2	2	2			1
DISORDERLY CONDUCT	4	6	3	3	3	9
DISTURBANCE	2	3	2	3	5	2
DRUG OFFENSE				1		
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION	1		5	2		6
ELEVATOR MALFUNCTION	28	15	13	15	15	22
ESCALATOR MALFUNCTION	19	11	12	9	22	18
ELEVATOR PHONE MALFUNCTION	1		3	1	1	1
FARE EVASION- CITATIONS	141	117	132	152	141	192
FARE EVASION-WARNINGS	2897	2915	2929	3129	3126	2984
FARE EVASION-ARREST	10	4	4	6	10	7
FALSE IDENTIFICATION						
FIRE		1	1		1	
GRADE CROSSING PROBLEM	67	54	73	75	74	86
SUB-TOTAL	3197	3155	3193	3418	3414	3352

SIX MONTH SUMMARY 2015

CLASSIFICATION	APR	MAY	JUNE	JULY	AUG	SEP
ILLNESS	13	9	6	12	15	10
INJURY	2	4	5	2	3	4
INJURY-CPO	1			1	1	
MISCELLANEOUS/INFORMATION	49	26	29	28	34	37
INTERFERING W/ TRAIN						
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	109	106	110	108	116	133
LOUD MUSIC					1	
MISSING PERSON	1		1	1		1
MISSING PERSON-LOCATED						
MOTOR VEHICLE ACCIDENT	2		1	3	1	2
PARKING PROBLEM	29	30	18	20	21	28
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP	1		1		1	1
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY						
ROBBERY SUDDEN SNATCHING						
ROBBERY STRONG ARMED		1	1			
SAFETY HAZARD	31	29	15	19	19	26
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM		1				
SLIP AND FALL	3	4	3	1	4	4
SMOKING ON TRAIN			1			1
SOLICITATION		2	2	2		4
STUDENT INCIDENT	2	5	1			1
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	2		4	2	5	8
SUSPICIOUS PERSON	5	5	6	3	4	2
SUSPICIOUS VEHICLE	2	2	3	3	2	5
SUICIDE / ATTEMPT		1	1	1	1	2
THEFT	5	6	7	3	10	5
THEFT-ATTEMPTED		1	1			
THROWING OBJECT AT TRAIN	2	2	2	1		2
TOWED VEHICLES	4	5	8	2	7	7
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRESPASSER STRIKE	3	2	1		1	2
TRAIN VS VEHICLE	2					2
TRAIN VS FIXED OBJECT						
TRESPASS ARREST	1	2	2	2		1
TRESPASS	21	19	22	10	19	19
TVM GATE MALFUNCTION	2	2		2	1	3
TVM MALFUNCTION	78	85	62	76	111	126
SAV VALIDATOR MALFUNCTION	2	1			1	5
VEHICLE ON TRACKS					1	
WEAPON CONCEALED/COMPLAINT		1		1		
TOTAL REPORTS	3569	3506	3506	3721	3793	3793



**TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR SEPTEMBER 2015**

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
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NO INCIDENTS REPORTED

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 _____

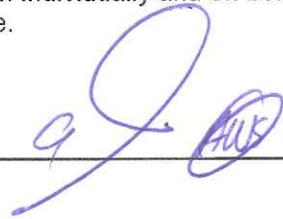
- 3) Did any of the DBE subcontractors subcontract any portion of its work to a non-DEB during the report period? If yes, explain fully.

_____ 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: PROJECT MANAGER DATE: October 1, 2015

NTD INTERNET REPORTING

NON MAJOR SECURITY

Part I

Sep-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	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Burglary								
	In Vehicle	3						3
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
			Structure					
Larceny/Theft Offenses								
	In Vehicle	0						0
	In Revenue Facility	5						5
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
			Includes Burglary Vehicle					
Motor Vehicle Theft								
	In Vehicle	2						2
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
			Includes Attempts					
Arson								
	In Vehicle	0						0

NTD INTERNET REPORTING

NON MAJOR SECURITY

In Revenue Facility
 Non Revenue Facility
 Right Of Way/Roadway

0						0
0						0
0						0

Part II

Fare Evasion (citations)
 Other Assaults (arrests)
 Trespassing (arrests)
 Vandalism (arrests)

In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
192				192
0				0
0				0
0				0

Other Security Issues

Bomb Threats
 Bombing
 Chemical / Biological / Nuclear Release
 Cyber Incident
 Hijacking
 Non Violent Civil Disturbance
 Sabotage

In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
0				0
0				0
0				0
0				0
0				0
0				0
0				0

- (09) Total Arrests (07 FE)
- (02) Train v. Trespasser Fatality
- (02) Train v. Vehicle Non-Fatal
- (01) Battery CPO Arrest
- (01) Trespass Arrest
- (05) Thefts 4-bikes, 1-metal
- (01) Criminal Mischief Vending Machine

Total Property Damage (\$)

0



G4S Secure Solutions USA
6499 Powerline Road Suite 300
Fort Lauderdale FL 33309-2044
Telephone: 954.771.5005
Fax: 954.771.5408
www.g4s.com/us



MEMORANDUM

To: Mr. Anthony Strianese, Project Manager, G4S/SFRTA
From: Richard D. Cannon, Jr. Investigator, ID #276 *RD*
SUBJECT: MONTHLY ACTIVITY REPORT – SEPTEMBER 2015
Date: Thursday, October 8th 2015

I was assigned the following tasks for the month of: SEPTEMBER 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 192 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

As the Investigator: I investigated or conducted inquiries into (16) Incidents:

- SFRTA IR #: 12-14-2631 – Train vs. Pedestrian – (Fatality) (Pending P.D. M.E. Reports)
- SFRTA IR #: 04-15-1280 – Train vs. Vehicle – (Pending P.D. Report)
- SFRTA IR #: 04-15-2208 – Train vs. Pedestrian – (Pending M.E. / P.D. Report)
- SFRTA IR #: 04-15-2369 – Train vs. Pedestrian – (Pending M.E. /P.D. Report)
- SFRTA IR #: 05-15-1056 - Train vs. Pedestrian – (Pending P.D. Report)

- SFRTA IR #: 05-15-2182 – Train vs. Pedestrian – (Pending M.E. /P.D. Report)
- SFRTA IR #: 06-15-2234 – Train vs. Pedestrian – (Pending M.E. / P.D. Report)
- SFRTA IR #: 07-15-1282 – Unattended Death – (Pending M.E. / P.D. Report)
- SFRTA IR #: 07-15-3006 – Train vs. Pedestrian – (Pending M.E. / P.D. Report)
- SFRTA IR #: 08-15-979 – Train vs. Pedestrian –(Fatality) – Pending M.E. P.D. Report)
- SFRTA IR #: 09-15-689 – Train vs. Vehicle – (Pending P.D. Report)
- SFRTA IR #: 09-15-2739 – Train vs. Vehicle – (Pending P.D. Report)
- SFRTA IR #: 09-15-3182 – Train vs. Pedestrian – (Pending P.D. / M.E. Report)
- SFRTA IR #: 09-15- 3502 – Train vs. Pedestrian – (Pending P.D. /M.E. Reports)
- COMPLAINT # 30027 – Allegation of Discrimination – (Not Sustained)
- UNNUMBERED – Internal Inquiry – (Officer Terminated)

In addition, I obtained various police reports pertaining to incidents involving the SFRTA. Lastly, I continued to provide support, logistical and troubleshooting services to the Director of Safety & Security, SFRTA, as well as the Project Manager.

rdc/

cc: Mr. Allen R. Yoder
Director, Safety & Security, SFRTA

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (9/1/2015) thru (9/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u>			
Renee Matthews	INTEGRATED FINANCIAL MGT SYSTEM SOFTWARE	12/31/2008	7 Year Term
02-711	010137 TYLER WORKS/EDEN DIVISION	12/31/2015	
BOBBY BECKER			
<hr/>			
Brad Barkman	TRANSITION DISP TRAIN CTRL AND YARD SERV	02/01/2007	9 Year Term
06-101	010512 NATIONAL RAILROAD PASSENGER	03/31/2016	5 year base term. 5 - 1 year renewal options. 4 options exercised, 1 option remaining.
BOBBY BECKER			
<hr/>			
<u>projectmgr</u>			
Vicki Wooldridge	STATE LEGISLATIVE CONSULTANT SERVICES	07/01/2010	5 Year Term
10-010	010142 ERICKS CONSULTANTS	09/30/2015	2 - 1 year renewal options. Both options exercised, no renewal options remain.
BOBBY BECKER			
<hr/>			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	5 Year Term
10-017	010288 PARSONS BRINCKERHOFF, INC.	10/17/2015	2 - 1 year renewal options. Both options exercised - no options remain.
BOBBY BECKER			
<hr/>			
Suzie Papillon	GENERAL ENGINEERING CONSULTING SERVICES	10/18/2010	5 Year Term
10-021	010549 GANNETT FLEMING INC	10/17/2015	2 - 1 year renewal options. Both options exercised - no options remain.
BOBBY BECKER			

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (9/1/2015) thru (9/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
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.
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.
<u>projectmgr</u> 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.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (9/1/2015) thru (9/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
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.
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.
<u>projectmgr</u> 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.

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (9/1/2015) thru (9/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
Richard Chess 11-001 BOBBY BECKER	BROKERAGE SERVICES 010029 AON RISK SERVICES INC	10/01/2010 02/29/2016	6 Year Term N/A
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
Chad Betts 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 September 2015**

AGENDA ITEM NO: N

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
9/11/2015	Ferencik Libanoff Brandt Bustamante & Goldstein, P.A. Legal Services - Miami Central Station Contract # 15-018	Purchase Order 16-000137	5,000.00	N/A
9/23/2015	Kaplan Kirsh Rockwell LLP Legal Services - VTMI MOW Contract Contract # 11-015	Purchase Order 16-000147	5,000.00	N/A