

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY
GOVERNING BOARD

REGULAR MEETING AGENDA
April 24, 2015
9:30 a.m.

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

SFRTA BOARD MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

SFRTA Board Members

Commissioner Steven L. Abrams
Andrew Frey
Nick Inamdar
James A. Scott

Commissioner Bruno Barreiro, Chair
Frank Frione
Gerry O'Reilly

James A. Cummings
Marie Horenburger
Mayor Tim Ryan

Executive Director

Jack Stephens

GOVERNING BOARD REGULAR MEETING
OF APRIL 24, 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 March 27, 2015.

REGULAR AGENDA

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

- R1. MOTION TO APPROVE:** Agreement for Amendment of Notation on Plat between Broward County and the South Florida Regional Transportation Authority for a portion of Parcel “A”, Morningstar Lakes Parcels Plat (Pompano Beach Station East Parking Lot).

Department: Engineering and Construction
Project Manager: Brandy Creed, P.E.

Department Director: Dan Mazza, P.E.
Procurement Director: Christopher Bross

R2.

A. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the South Florida Regional Planning Council (SFRPC) for professional services relating to transit-oriented development, land use and station planning support services.

B. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Treasure Coast Regional Planning Council (TCRPC) for professional services relating to transit-oriented development, land use and station planning support services.

Department: Planning & Capital Development Department Director: William L. Cross, P.E.
Project Manager: Lynda Kompelien Westin, AICP Procurement Director: Chris Bross

R3. MOTION TO APPROVE: Amendment No. 2 to Agreement No. 14-012, between Veolia Transportation Maintenance and Infrastructure (VTMI) and the South Florida Regional Transportation Authority (“SFRTA”) to provide Flagging Services for the maximum not-to-exceed amount of \$1,500,000.

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

R4. MOTION TO APPROVE: Delegating authority to the Executive Director to execute Railroad Reimbursement Agreements between FDOT and SFRTA for the construction or reconstruction of at-grade railroad crossings on the South Florida Rail Corridor, and necessary approaches, with the cost of such construction to be reimbursed by FDOT.

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

R5. MOTION TO APPROVE:

- (1) WAVE Funding Agreement between the South Florida Regional Transportation Authority and Broward County for County-Requested Betterments provided in Exhibit 1 (“WAVE Funding Agreement”); and
- (2) If the Board deems necessary, delegation to the Executive Director to finalize and execute the WAVE Funding Agreement; and
- (3) Delegation to the Executive Director to finalize and execute the agreement(s) with FDOT for the FDOT Share in the amount of \$5,815,000

Department: Executive/Legal Department Director: J.L. Stephens/ T.J. Moore
Project Manager: J.L. Stephens/ T.J. Moore Procurement Director: Christopher Bross

R6. MOTION TO APPROVE: Amendment No. 1 to the South Florida Regional Transportation Authority (SFRTA) FY 2014-2015 Capital Budget to increase the Budget by \$300,000 for Veolia Transportation Maintenance and Infrastructure (VTMI) to provide flagging services on the South Florida Rail Corridor (SFRC) for ongoing and planned projects by the SFRTA and the Florida Department of Transportation (FDOT).

Department: Finance
Project Manager: Elizabeth Walter-Ebersole

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

INFORMATION / PRESENTATION ITEMS

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

I-1. INFORMATION – Smoking Policy For Tri-Rail Station Platforms And E-Cigarettes

I-2. PRESENTATION – Florida Transportation Plan And Strategic Intermodal System Policy Plan 2015 Updates

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

I-4. PRESENTATION - Tri-Rail Coastal Link Public Opinion Survey Preliminary Results

COMMITTEE REPORTS / MINUTES

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

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

MONTHLY REPORTS

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

- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – March
- B. RIDERSHIP GRAPHS – March

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

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

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

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

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF MARCH 27, 2015

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, March 27, 2015 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Chair, Miami-Dade County Commissioner
 Steven L. Abrams, Palm Beach County Commissioner
 James A. Cummings, Vice Chair, Broward County Citizen Representative
 Andrew Frey, Miami-Dade County Governor's Appointee
 Frank Frione, Palm Beach County Governor's Appointee
 Marie Horenburger, Palm Beach County Citizen Representative
 Gerry O'Reilly, Florida Department of Transportation, District IV
 Tim Ryan, Broward County Commission Mayor
 James A. Scott, Broward County Governor's Appointee

BOARD MEMBERS ABSENT:

Nick A. Inamdar, Miami-Dade County Citizen Representative

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, SFRTA
 Renee Matthews, Comptroller/Director of Special Projects, SFRTA
 Daniel Mazza, P.E., Director of Engineering & Construction, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Jeffrey Olson, Deputy General Counsel, SFRTA
 Sandra Thompson, Executive Administrative Coordinator, SFRTA
 Allen Yoder, Director of Safety and Security, SFRTA

CALL TO ORDER

The Vice-Chair called the meeting to order at 9:41 a.m.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

Mr. Jack Stephens, Executive Director, SFRTA stated the following changes to the Agenda.

REVISION

R5. MOTION TO APPROVE: State of Florida Department Of Transportation Amended South Florida Rail Corridor – Railroad Reimbursement Agreement Watchman or Flagging Services and Emergency Services in the total not-to-exceed amount of \$500,000.

ADDITIONS

R7. MOTION TO APPROVE:

- A. Amendment No. 4 to the South Florida Regional Transportation Authority (SFRTA) FY 2014-2015 Operating Budget to increase the Budget by \$129,344.40 to provide 24/7 armed security for the Miami Intermodal Center Central Station; and
- B. Joint Participation Agreement (JPA) between FDOT and SFRTA for Financial Project Number 406800-2-58-06 to increase the amount by \$129,344.40 for 24/7 armed security for the Miami Intermodal Center Central Station.
- C. Delegation to the Executive Director to finalize and execute the 9th Amendment to Agreement No. 11-003 for Armed Security, Fare Enforcement and Revenue Collection Services between SFRTA and G4S Secure Solutions (USA) Inc. in the amount of \$129,344.40.
- D. Authorization to Executive Director to Execute the Letter Agreement with FDOT for SFRTA Revenue Service into MIC.

DELETION

R3.

- A. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the South Florida Regional Planning Council (SFRPC) for professional services relating to transit-oriented development, land use and station planning support services.
- B. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Treasure Coast Regional Planning Council (TCRPC) for professional services relating to transit-oriented development, land use and station planning support services.

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

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

The Vice Chair welcomed Mr. Gerry O'Reilly, Secretary of FDOT District IV as the new Board Member.

ROLL CALL

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

MATTERS BY THE PUBLIC

Mr. Michael Smith of Fort Lauderdale, Florida addressed the Board. Mr. Smith commented on Amtrak entry into the Miami Intermodal Center (MIC). Mr. Smith commented on the Wave Streetcar and the design review process.

Mr. Malcolm, Moyse, Jr., of Miami, Florida addressed the Board. Mr. Moyse stated that he is a student at Florida Atlantic University (FAU), studying urban planning. He lives in Miami-Dade County and commutes to Boca Raton. He stated that he would like to take the train, but the current schedule is not conducive to his schedule, as some of his classes are at night. He suggested a modification to the train schedules to be more in line with the late night classes. He stated that the last southbound train leaves Boca Raton is at 9:17 p.m. Night classes run until 10 p.m. He noted that a northbound train gets to Boca Raton at 10:54 p.m. He noted that several of his classmates, that live north, are able to take this train. A modification to the southbound schedule would increase ridership and revenue, as FAU has 30,000 students, and most are commuter students.

There was Board discussion.

Mr. Stephens stated that there is a need for this schedule change, and the costs need to be considered. He directed staff to look at this additional night time service and to bring the information back to the Board.

Commissioner Bruno Barreiro arrived at 9:55 am.

The Chair announced that Miami Beach was having a 100 year celebration.

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| CONSENT AGENDA |
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| Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately. |
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- C1. MOTION TO APPROVE:** Minutes of Governing Board's Regular Meeting of February 27, 2015.

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

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

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| REGULAR AGENDA |
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| Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired. |
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R1. MOTION TO APPROVE: Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Opa-Locka for Shuttle Bus Services to connect with the “Opa-Locka Tri-Rail Station (Opa-Locka South Route).

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

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

R2. MOTION TO APPROVE: Supplemental Joint Participation Agreement FM #429487-1-24-01, Contract #AQL42 (Supplemental JPA) between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for State funds, in the amount of \$2,400,000 for the Final Design Engineering phase of the Miami River-Miami Intermodal Center Capacity Improvements (MR-MICCI).

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

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

R4. MOTION TO APPROVE: Purchase of Lake Worth Road/Erie Street Parking Lot (123 Erie Street) from the Florida Department of Transportation (FDOT).

Ms. Teresa Moore, General Counsel, SFRTA requested an increase in attorney fees to \$1000.00.

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

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

R5. MOTION TO APPROVE: State of Florida Department Of Transportation Amended South Florida Rail Corridor – Railroad Reimbursement Agreement Watchman or Flagging Services and Emergency Services in the total not-to-exceed amount of \$500,000.

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

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

R6. MOTION TO APPROVE: Authorization to Executive Director and General Counsel to proceed to make the necessary WAVE Modern Streetcar Project scope amendments to add Items 1-3 below and negotiate an agreement with Broward County, subject to the Conditions described below, for the Total Cost associated with Items 1-3.

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

Ms. Moore clarified that this will return to the Board as two agreements. The FDOT portion of the funds will come as an amendment to an existing JPA. The remainder of the funds will come through an agreement with the County.

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

R7. MOTION TO APPROVE:

- A. Amendment No. 4 to the South Florida Regional Transportation Authority (SFRTA) FY 2014-2015 Operating Budget to increase the Budget by \$129,344.40 to provide 24/7 armed security for the Miami Intermodal Center Central Station; and
- B. Joint Participation Agreement (JPA) between FDOT and SFRTA for Financial Project Number 406800-2-58-06 to increase the amount by \$129,344.40 for 24/7 armed security for the Miami Intermodal Center Central Station.
- C. Delegation to the Executive Director to finalize and execute the 9th Amendment to Agreement No. 11-003 for Armed Security, Fare Enforcement and Revenue Collection Services between SFRTA and G4S Secure Solutions (USA) Inc. in the amount of \$129,344.40.
- D. Authorization to Executive Director to Execute the Letter Agreement with FDOT for SFRTA Revenue Service into MIC.

Board Member Jim Cummings moved for approval of “A,” “B,” “C,” and “D”. The motion was seconded by Board Member Marie Horenburger.

Mr. Stephens commented that the Board had directed staff to work with FDOT to identify the earliest opportunity for returning revenue service to the MIC. Mr. Stephens reported that as of last

week, this was discussed with the Miami partners and an agreement has been reached. The date for returning revenue service to the MIC is April 5, 2015. Mr. Stephens explained that an event is planned for April 9th as a national effort through the American Public Transportation Association as a promotion for “Stand Up 4 Transportation.” This includes all modes: roads and bridges, transit, airlines, ports, freight, rail and all the different modes of transportation. A celebration is scheduled for April 9th and there is a combined ribbon cutting ceremony at the MIC in celebration and support.

Ms. Diane Hernandez Del Calvo, Director of Administration/ EEO, SFRTA addressed the Board. She continued that the April 9th “Standup For (4) Transportation,” message is directed to the legislators to encourage expansion, maintenance and upkeep of transit, roads, bridges and infrastructure. The combined event is in cooperation with Miami-Dade Transit and is the best opportunity to have the ribbon cutting ceremony to symbolize the cooperative partnership efforts to complete successful transportation ventures. All SFRTA Board Members, Miami-Dade County Mayor Gimenez, and other dignitaries are invited. The MIC is designed to provide world class service. The event is planned for April 9th, beginning at 11:00 a.m.

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

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| INFORMATION / PRESENTATION ITEMS |
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| Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately. |
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I-1. PRESENTATION – Downtown Boca Raton Transit

Ms. Ruby Childers, Downtown Manager for the City of Boca Raton, addressed the Board. Ms. Childers introduced committee members of the Downtown Advisory Committee and Business Improvement Steering Committee. She noted that they have been charged with keeping Downtown Boca Raton on track with the goals of the City Council. One of the goals is to explore transportation opportunities for downtown Boca Raton. She introduced Mr. Glenn Groman and Mr. Derek Vander Plug to address the Board.

Mr. Glenn Groman of Boca Raton, Florida, representing the Boca Raton Advisory Committee, addressed the Board. Mr. Groman gave a PowerPoint presentation of the opportunities available and the importance of SFRTA to the City of Boca Raton. He stated that the City provides shuttles to the Arvida Park which is next to the Yamato Road Tri-Rail Station. There is an opportunity to increase ridership with the planned improvements in the area in addition of the downtown shuttle. He referenced the future station at the Boca Towne Center. He also referenced a transit study from 2010. Mr. Groman inquired if the SFRTA would like to participate through grant applications in the upcoming study in transit by being a partner and to work together on common goals.

Mr. Derek Vander Plug of Boca Raton, Florida addressed the Board. He stated that this is the time to get the projects started.

Board Member Frank Frione commented that he lives in Boca Raton, and that Boca has been in the forefront of transit. His daughter takes the train from Boca to college in Ft. Lauderdale. He is in support of the SFRTA's involvement.

Commissioner Steven Abrams commented that he also lives in Boca Raton and rides the train.

Mayor Tim Ryan commented that Broward County has a partnership between the municipalities and the County on funding and operating the shuttle service. He inquired if Boca Raton was requesting a contribution that would be equal among the three entities.

Mr. Groman clarified he is requesting grant help with the study.

Board Member Cummings agreed to get the conversation going.

Board Member Scott agreed to fund the study.

Commissioner Abrams agreed to participate in the study.

The Chair called upon the Palm Beach Metropolitan Planning Organization (PBMPO).

Mr. Nick Uhren, Executive Director, PBMPO addressed the Board. He commented that the MPO is in support of local transportation initiatives and Boca Raton has submitted an application to the PBMPO for funding of transportation investments. He clarified that what Boca Raton has applied for with the MPO is for the purchase of vehicles. The MPO is hoping with the support of the SFRTA to be involved with the study and also to facilitate the purchase of vehicles.

Commissioner Steven Abrams moved to direct the Executive Director to return to the next meeting to approve funds to jointly conduct the study with the City. The motion was seconded by Board Member Frank Frione.

Board Member Cummings clarified that he would like a detailed explanation of costs and more outline of the program with a timetable and responsibilities.

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

I-2. INFORMATION - Tri-Rail Coastal Link on the FEC Corridor

Mr. Stephens gave an update to the Board on the project. He stated that the TRCL focus has been in the Miami area. He reported that he attended the Citizens Independent Transportation Trust Committee and then went before the CITT Board to appeal for the \$8.3 million in funds. Mr. Stephens stated that he went before the City of Miami Downtown Development Authority and received support from Commissioner Sarnoff and other members of the DDA. A meeting with the Mayor to present the project was held as well. A source for the \$69 million in funding is still being identified. This funding is necessary to build the public portion of the Iris connection (downtown Miami link). Presentations were made to the South East Overtown Park West (SEOPW) CRA and to the various commissioners. Support for the project was positive. He informed that he and the

Chair attended meetings with the Miami Herald Editorial Board which was positive and supportive. The City of Miami Commissioners held a meeting on March 26th. There was a unanimous vote for the support of the TRCL vision. Direction was given to the city manager to identify the funding and to make this happen. Mr. Stephens stated the goal is to get into downtown Miami quickly and at minimal cost within a two year time frame to establish a southern base for TRCL. There is a drop dead date of June 30th, 2015.

The Chair commented on the positive progress of the past two weeks.

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

Commissioner Abrams clarified, for the record, that he and Mr. Cummings reviewed General Counsel's contract at the last meeting. In review of the contract terms, it was decided to be beneficial that the General Counsel term be replaced with a fixed five year term agreement.

MONTHLY REPORTS

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

- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – February
- B. RIDERSHIP GRAPHS – February

Board Member Cummings noted that ridership was down and requested an explanation.

Mr. Bradley Barkman, Director of Operations, SFRTA addressed the Board. He stated that there are several factors causing the decline in ridership. He stated that gas prices and delays have been identified. Once the dispatch and maintenance is taken over on March 29th, the recovery efforts should improve.

Board Member Frey stated that with all the development going on in the communities, we cannot rely on gas prices to boost ridership. He inquired as to what is being done to promote ridership and referenced parking requirements in the TOD.

The Chair commented that technology and on-time, next-time information will allow riders to plan accordingly.

Board Member Horenburger commented on more frequent headways.

Board Member Cummings did note that taking control of dispatch will help.

Board Member Frey commented on TOD density and technology.

Mayor Ryan added that whatever mode of transportation, it comes to liability, frequency and moving people the last mile. A balance of all three will increase ridership.

Board Member O'Reilly commented that ridership is important. He added that a milestone will happen on Saturday night with the taking over of dispatch and maintenance. This has great capacity to help with improvements through dispatch and more efficient maintenance. This also comes with a lot of responsibility for dispatch and maintenance. He requested an update on the dispatch and maintenance progress.

Mr. Daniel Mazza, Director of Engineering, SFRTA addressed the Board. He agreed that this Saturday is a major milestone for the Agency and is the result of 27 years of hard work. The dispatch system is in and has been tested. The staff and consultants are dedicated. He stated that when Saturday comes, staff is confident that the switch over can be made within eight hours. The Maintenance of Way is aligned and the contractor and staff are topnotch. Mr. Mazza thanked all the agencies involved. Mr. Mazza recognized and introduced Ken Johnson and staff of VTMI, the contractor responsible for maintenance of way. He noted that Amtrak is responsible for the dispatch and that Amtrak has been SFRTA dispatcher over the New River Bridge since 2007. CBNI is the environmental contractor and have managed the Hialeah yard and the water treatment plant. Ansaldo has installed the dispatch system and is the same contractor and product for CSXT and SunRail. Dispatch and maintenance are ready to go.

The Chair requested reporting criteria.

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

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

Mayor Ryan inquired as to the “Stand Up 4 Transit Ribbon Cutting” event on April 9th.

Mr. Stephens responded that the event is on the federal level, aimed at the gas tax funding. This is directed to congressional delegations and staff. This is a nationwide APTA sponsored event.

Board Member Cummings requested a review and finalization of the board meeting dates.

A poll was taken and the following meeting dates will be changed. July 24th is cancelled. November 27th and December 25th will be held on December 11th.

ADJOURNMENT

There being no further business the meeting adjourned at 11:33 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015

AGENDA ITEM REPORT

Consent Regular

AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT

REQUESTED ACTION:

MOTION TO APPROVE: Agreement for Amendment of Notation on Plat between Broward County and the South Florida Regional Transportation Authority for a portion of Parcel "A", Morningstar Lakes Parcels Plat (Pompano Beach Station East Parking Lot).

SUMMARY EXPLANATION AND BACKGROUND:

As part of the development approvals required for the new Operations Center, the development entitlements (allowed use and square footage) on the plat for the property (Pompano Beach station east parking lot) must be changed. In Broward County, this is accomplished by amending the note on the plat that controls the entitlements. SFRTA is seeking to change the allowed use and square footage from 42,925 square feet of warehousing to 79,000 square feet of office. As part of the amendment process, Broward County requires that the land owner enter into an Agreement for Amendment of Notation on Plat (attached as Exhibit 1). A standard term in the Agreement requires the DEVELOPER ("SFRTA") to indemnify the County for actions arising out of the plat note amendment that may be brought against it by any other owners of land that is part of the plat. Staff recommends approval of the agreement.

Department: Engineering and Construction
Project Manager: Brandy Creed, P.E.

Department Director: Dan Mazza, P.E.
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in SFRTA FY 2014-2015 Capital Budget

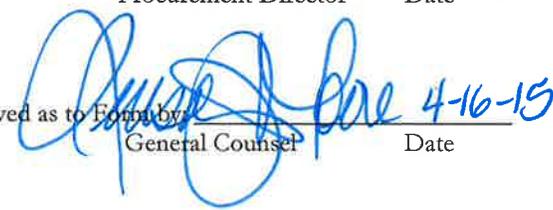
EXHIBITS ATTACHED: Exhibit 1 – Agreement for Amendment of Notation on Plat

AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT

Recommended by:  4/16/15
Department Director Date

Authorized by:  4/16/15
Executive Director Date

Approved by:  4-16-15
Procurement Director Date

Approved as to Form by:  4-16-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Gerry O'Reilly Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No

Exhibit "1"

Return recorded copy to:

PLAT REL

Plat Book 144, Page 22

Planning and Redevelopment Regulation Division
Environmental Protection and
Growth Management Department
Governmental Center West
1 North University Drive
Building A, Suite 102
Plantation, FL 33324

Document prepared by:
JAIME ALBINO
600 N. PINE ISLAND ROAD, SUITE 450
PLANTATION, FL, 33324

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the MORNINGSTAR LAKES PARCEL Plat, Plat No./Clerk's File No. 033-UP-88, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on MAY 2ND, 1989; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of MAY 12TH, 2015;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

Exhibit "1"

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. In the event that all the owners and/or mortgagees of property within the PLAT being amended are not parties to this Agreement, DEVELOPER hereby agrees to indemnify, defend, and hold BROWARD COUNTY harmless from any claims or causes of action brought by owners and/or mortgagees of property within the PLAT as a result of this Agreement for Amendment of Notation on the Plat. This indemnification obligation shall run with the land and bind DEVELOPER's successors and assigns.
4. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Planning and Environmental Regulation Division
Environmental Protection and
Growth Management Department
Governmental Center West
1 North University Drive
Building A, Suite 102
Plantation, FL 33324

For the DEVELOPER:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
800 NW 33RD STREET, POMPANO BEACH, FL, 333064

5. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
6. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the state of Florida.

Exhibit "1"

7. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Exhibit "1"

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and DEVELOPER, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney
____ day of _____, 20__

Exhibit "1"

MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

| | |
|-------------------|---|
| _____ | _____ |
| (Signature) | Name of Mortgagee (corporation/partnership) |
| Print name: _____ | By _____ |
| _____ | (Signature) |
| (Signature) | Print name: _____ |
| Print name: _____ | Title: _____ |
| _____ | Address: _____ |
| _____ | _____ |
| _____ | _____ day of _____, 20__ |

ATTEST (if corporation):

| | |
|-----------------------|------------------|
| _____ | (CORPORATE SEAL) |
| (Secretary Signature) | |

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:
 personally known to me, or
 produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

| | |
|------------------------|-------------|
| My commission expires: | _____ |
| | Print name: |

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF PARCEL "A", MORNINGSTAR LAKE PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 144, ON PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERN MOST NORTHWEST CORNER OF SAID PLAT;

THENCE NORTH 88°40'37" EAST ALONG A NORTH LINE OF SAID PARCEL "A", SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOT 2, EVERETT SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 93, ON PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 285.52 FEET;

THENCE DEPARTING SAID NORTH AND SOUTH LINE AND ALONG THE EAST LINE OF SAID LOT 2 AND WESTERLY LINE OF SAID PARCEL "A", NORTH 01°17'41" WEST, A DISTANCE OF 208.79 FEET;

THENCE DEPARTING SAID EAST AND WESTERLY LINE AND ALONG THE NORTH LINE OF SAID PARCEL "A", NORTH 88°42'18" EAST, A DISTANCE OF 19.90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF N.W. 8TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 18806, ON PAGE 634 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 03°26'09" WEST, 398.90 FEET; (2) SOUTH 01°17'41" EAST, 347.96 FEET; (3) SOUTH 43°40'52" WEST, 42.41 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 33RD STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 18806, ON PAGE 634 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 88°39'25" WEST, A DISTANCE OF 364.16 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A", SAID WEST LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF THE C.S.X. RAILROAD;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID EAST AND WEST LINE, NORTH 10°48'49" EAST, A DISTANCE OF 579.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 192,285 SQUARE FEET (4.41) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD

Exhibit "1"
COUNTY, FLORIDA

EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

Parcel A-1: 177,536 feet of warehousing;
Parcel A-2: 42,925 square feet of warehousing;
Parcel B & C: 49,002 square feet of warehousing;

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

Parcel A-1: 177,536 square feet of warehousing;
Parcel A-2: 79,000 square feet of office use;
Parcel B & C: 49,002 square feet of warehousing.

Commercial/retail and bank uses are not permitted within Parcel A-2 without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

EXHIBIT "B" - CONTINUED

PLEASE CHECK THE APPROPRIATE BOX OR BOXES.

Expiration of Finding of Adequacy for Plat or Parcel without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.

If a building permit for a principal building (excluding dry models, sales, and construction offices) and first inspection approval are not issued by MAY 12TH, 2020, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; **and/or**

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by MAY 12TH, 2020, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

Air Navigation Hazards.

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015

AGENDA ITEM REPORT

Consent Regular

INTERLOCAL AGREEMENTS WITH THE SOUTH FLORIDA
AND TREASURE COAST REGIONAL PLANNING COUNCILS

REQUESTED ACTION:

- A. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the South Florida Regional Planning Council (SFRPC) for professional services relating to transit-oriented development, land use and station planning support services.
- B. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Treasure Coast Regional Planning Council (TCRPC) for professional services relating to transit-oriented development, land use and station planning support services.

SUMMARY EXPLANATION AND BACKGROUND:

On June 25, 2010, the SFRTA Governing Board approved Interlocal Agreements with the South Florida and Treasure Coast Regional Planning Councils (Councils) for planning support services in the areas of transit-oriented development, land use, and station area planning.

SFRTA’s relationship with the Councils has proven to be beneficial and staff supports the continuation of this relationship. The 2010 Interlocal Agreements have now expired, and new five (5) year contracts have been prepared. The contracts are each in the amount of \$100,000 per year for a term of five (5) years.

(Continued on Page 2)

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

FISCAL IMPACT: Funds for the Interlocal Agreements are included in SFRTA’s Fiscal Year 2015-2016 Capital Budget.

EXHIBITS ATTACHED: [Exhibit 1 - Interlocal Agreement with the South Florida Regional Planning Council](#)

[Exhibit 2 - Interlocal Agreement with the Treasure Coast Regional Planning Council](#)

INTERLOCAL AGREEMENTS WITH THE SOUTH FLORIDA
AND TREASURE COAST REGIONAL PLANNING COUNCILS

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

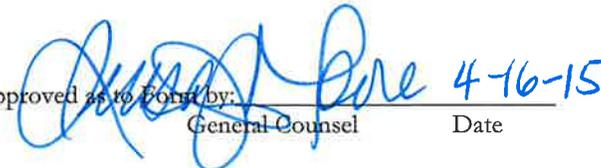
Staff recommends the approval of the Interlocal Agreements with the Councils for professional services relating to transit-oriented development, land use and station planning support services.

INTERLOCAL AGREEMENTS WITH THE SOUTH FLORIDA
AND TREASURE COAST REGIONAL PLANNING COUNCILS

Recommended by:  4/16/15
 Department Director Date

Approved by:  4-16-15
 Procurement Director Date

Authorized by:  4/16/15
 Executive Director Date

Approved as to Form by:  4-16-15
 General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

| | | | |
|--------------------------------|--|-------------------|--|
| Commissioner Stephen L. Abrams | <input type="checkbox"/> Yes <input type="checkbox"/> No | Marie Horenburger | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Commissioner Bruno Barreiro | <input type="checkbox"/> Yes <input type="checkbox"/> No | Nick A. Inamdar | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| James A. Cummings | <input type="checkbox"/> Yes <input type="checkbox"/> No | Mayor Tim Ryan | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Andrew Frey | <input type="checkbox"/> Yes <input type="checkbox"/> No | James A. Scott | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Frank Frione | <input type="checkbox"/> Yes <input type="checkbox"/> No | Gerry O'Reilly | <input type="checkbox"/> Yes <input type="checkbox"/> No |

AGREEMENT BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)
and
SOUTH FLORIDA REGIONAL PLANNING COUNCIL (SFRPC)
For PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT made and entered into this ____ day of ____ 2015 (“Effective Date”), by and between the SOUTH FLORIDA REGIONAL PLANNING COUNCIL, a body corporate and politic and an agency of the State of Florida, hereinafter referred to as "SFRPC" and the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, an agency of the State of Florida, hereinafter referred to as "SFRTA."

RECITALS

- A. SFRPC was created pursuant to Section 186.501, Florida Statutes (1982), as amended and known as the "Florida Regional Planning Council Act" (the "Act").
- B. Section 186.505, Florida Statutes, provides that SFRPC may enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments or organizations within the region and which SFRPC finds feasible to perform.
- C. SFRTA desires to engage professional services related to strategic regional transit, land use and economic planning.
- D. The purpose of this Agreement is to define the Scope of Services to be provided by the SFRPC to SFRTA and to fix the compensation to SFRPC for such services.

NOW, THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 SFRPC shall provide to SFRTA the services outlined in Exhibit A Scope of Services, consistent with the terms, conditions and provisions of the Act and other applicable professional and ethical requirements imposed upon SFRPC by existing Florida Statutes and Administrative Code Rules.

1.2 SFRPC agrees that it shall perform the work outlined in the Scope of Services at the direction of SFRTA and shall comply with any and all requirements of the SFRTA assignments.

ARTICLE II

COMPENSATION

2.1 SFRTA shall compensate SFRPC for its performance of the Scope of Services in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) per year for the Term of Agreement (as defined in Section 3.2 below). During the Term of the Agreement, SFRPC shall invoice SFRTA quarterly in arrears in the amount of Twenty-Five Thousand and no/100 Dollars (\$25,000.00). The invoice shall be received by SFRTA no later than ten (10) business days following the end of the preceding quarter. SFRTA shall process the invoices consistent with Florida Statutes.

2.2 SFRTA shall not compensate SFRPC for duplicative work that has already been developed by others, either for SFRTA or for other third parties, that is available as a public record.

2.3 Partial or full payment of the quarterly invoices may be rejected, as determined solely by SFRTA, if quarterly reports or deliverables are past due.

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

ARTICLE III

EFFECTIVE DATE AND TERM OF AGREEMENT

3.1 This Agreement shall commence on the Effective Date which shall be the date on which the last party signs.

3.2 The term of the Agreement shall be for five (5) years ("Term of Agreement").

ARTICLE IV

PROFESSIONAL STAFFING

4.1 It is anticipated that SFRPC shall fulfill its obligations under this Agreement with concentrations of professional time which may vary from day to day, or week to week and shall use professional staff with the necessary expertise to perform the Scope of Services.

4.2 Nothing in this Agreement precludes SFRPC from subcontracting with private contractors and consultants to perform some of the work assigned to the SFRPC. SFRPC acknowledges and agrees that it is solely liable for the work performed under this Agreement and for any payments, judgments, claims, etc. owed to such subcontractors and/or subconsultants.

ARTICLE V

TERMINATION

Either party may cancel this Agreement by providing no less than fifteen (15) days prior written notice to the other party, by certified mail, personal delivery or facsimile transfer. In the event that either party terminates this Agreement, SFRTA agrees to pay SFRPC the prorated amount of the quarterly payment that is not disputed by SFRTA, corresponding with the termination date. SFRPC agrees that in the event of termination of this Agreement by SFRTA, payment of any remaining duly owed monies under this Agreement shall be its sole and exclusive remedy. In the event either party terminates this Agreement, all files and work product completed to date shall be delivered to SFRTA.

ARTICLE VI

CLAIMS, DAMAGES, INSURANCE.

6.1 SFRTA and SFRPC each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes, Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. SFRTA and TCRCP agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes, Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to maintain insurance coverage or be self-insured for general liability, auto liability, and worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as it may be amended from time to time.

ARTICLE VII
GENERAL PROVISIONS

7.1 ASSIGNMENT

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

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

7.2 LEGAL REQUIREMENTS

SFRPC is required to be familiar and shall comply with all Federal, State and local laws, ordinances, rules, and regulations that in any manner affect or apply to the Work, including but not limited to the Federal Requirements provided in Exhibit B Federal Requirements. Ignorance on the part of SFRPC shall in no way relieve SFRPC from responsibility

7.4 NO FEDERAL GOVERNMENT OBLIGATIONS

Although this Agreement is funded with Federal grant funds, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to SFRPC, or any other person other than SFRTA in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation, or contract, the Federal Government has no obligations or liabilities to any party, including SFRPC.

7.5 RIGHTS IN DOCUMENTS AND TECHNICAL DATA

All documents and materials prepared or developed by SFRPC and its subcontractors pursuant to this Agreement shall become the property of SFRTA without restriction or limitation on their use and shall be made available upon request to SFRTA at any time. Original copies of such shall be delivered to SFRTA upon completion of the services or termination of the services. SFRPC shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of SFRTA, except when used for the following purposes: (a) amending or adopting SFRPC's Strategic Regional Policy Plan; (b) the preparation of and inclusion in local government planning documents; and (c) other purposes in furtherance of Transit/TOD objectives. The SFRPC agrees to notify SFRTA when it intends to use the material for the purposes outlined in (a) through (c).

No material or technical data prepared by SFRPC under this Agreement is to be released by SFRPC to any other person or agency except as necessary for the performance of the services. All press releases or information to be published in print or electronic media, shall be distributed only after first being authorized in writing by SFRTA.

SFRTA shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

SFRPC shall agree to grant to SFRTA and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for this Agreement. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for SFRTA to use in the manner herein described.

SFRPC warrants that any deliverables to be produced by SFRPC under this Agreement shall be produced without infringement by SFRPC of any United States or foreign patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against SFRTA claiming it or SFRPC infringed upon a patent or copyright in the production of deliverables under this Agreement, SFRPC shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by SFRTA, and shall, to the maximum extent permitted by law, indemnify and hold harmless SFRTA, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including but not limited to, defense costs and attorney fees.

7.6 GOVERNING LAW AND VENUE

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Broward County, Florida.

7.7 NO WAIVER

The failure of SFRTA to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

7.8 JOINT PREPARATION

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

7.9 RELATIONSHIP OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. SFRPC is and shall be in the performance of all work, services, and activities under this agreement independent, and not an employee, agent, or servant of SFRTA. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to SFRPC's sole discretion, supervision, and control. SFRPC shall exercise control over the means and manner in which it and its employees perform the work, and in all respect SFRPC's relationship and the relationship of its employees to SFRTA shall be that of an independent contractor and not as employees or agent.

7.10 CONFLICT

Where there is a conflict between any provision set forth within this Agreement and a more stringent state or federal provision that is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

7.11 SEVERABILITY

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of the Agreement shall be construed to be in full force and effect.

7.12 PRIOR AGREEMENTS

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

7.13 EXECUTION

This document shall be executed in at least two (2) counterparts each of which shall be deemed to be a duplicate original.

7.14 NOTICES

Any notice, request or communication required or permitted hereunder shall be deemed to have been duly given if sent by certified mail, postage prepaid and return receipt requested, or by Federal Express or similar overnight delivery service, to the parties at their respective addresses as set forth below:

If to SFRTA:

800 NW 33rd Street
Pompano Beach, FL. 33064
Attention: Executive Director

With a copy to:

800 NW 33rd Street
Pompano Beach, FL. 33064
Attention: General Counsel

If to SFRPC:

3440 Hollywood Boulevard, Suite 140
Hollywood, FL . 33021
Attention: Executive Director

With a copy to:

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308
Attention: Samuel S. Goren, General Counsel

7.15 INCORPORATION BY REFERENCE

The recitals at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this Agreement that are referenced to this Agreement are, by this reference made a part hereof and are incorporated herein.

7.16 HEADINGS

Article and section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

7.17 MISCELLANEOUS

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

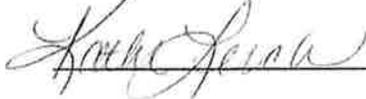
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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates of each signature. SFRPC, through its Executive Director and SFRTA, through its Chair, are authorized to execute same by the respective boards of each agency.

ATTEST

SOUTH FLORIDA REGIONAL PLANNING COUNCIL







JAMES F. MURLEY, ESQ.,
EXECUTIVE DIRECTOR

Approved as to legal form:


SAMUEL S. GOREN,
General Counsel to SFRPC

ATTEST

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

JACK STEPHENS,
EXECUTIVE DIRECTOR

BRUNO BARREIRO,
CHAIR

(SFRTA SEAL)

Approved as to form by:

TERESA J. MOORE,
GENERAL COUNSEL

EXHIBIT "A"

SCOPE OF SERVICESWORK

INTRODUCTION

SFRPC provides a broad-based policy and planning view of the South Florida Region specifically Broward, Miami-Dade, and Monroe counties. This translates to extensive expertise in a wide range of planning and review activities, including:

- Comprehensive land use planning and review
- Development review
- Watershed planning and conservation
- Water and sewer capacity analysis and planning
- Housing and school capacity analysis and planning
- Urban Brownfield redevelopment assistance
- Land use and transportation planning and development guidance

Through its activities, SFRPC has expertise in land use and growth management regulation and processes. In addition, its role in facilitating collaboration throughout the region on transportation-related projects is a major asset in development of regional transportation and land use plans.

SFRTA, as the only truly regional transportation planning and operating organization in this region, has a strong interest in developing a regional strategy for addressing transportation needs in an efficient and effective manner. This can only be achieved through careful consideration of the built environment along with the transportation network. SFRPC proposes to partner with SFRTA to enhance the region's strategic planning process and help build consensus on transportation issues throughout the region.

SPECIFIC TASKS

SFRPC shall assist in the planning, technical, managerial and administrative efforts related to transportation studies, projects and/or activities of SFRTA. SFRPC shall conduct the technical work identified in the projects selected by SFRTA for implementation and also other technical land use and transportation planning activities as requested by SFRTA.

SFRTA and SFRPC shall meet quarterly to mutually determine SFRPC's tasks for SFRTA during the upcoming quarter. Tasks may take longer than one (1) quarter if mutually agreed upon in the quarterly meeting. Tasks may include, but are not limited to, the tasks referenced in the introduction above. SFRPC shall submit meeting minutes and task schedules to SFRTA within fourteen (14) days following each quarterly meeting. SFRPC shall submit to SFRTA's project manager work products and a quarterly report detailing progress on the mutually determined course of work no later than seven (7) days prior to the subsequent quarterly meeting.

As needed, SFRTA may also assign tasks to SFRPC in writing. The notice will include a description of the work requested, and proposed due date. SFRPC shall confirm receipt and acceptance of the assigned task(s) and associated schedule within seven (7) days after the date

of the assignment request. Proposed due dates may or may not correspond to quarterly meeting dates. If assigned within the quarter, the assignment shall be incorporated into the next quarterly report.

SFRPC shall ensure that the work performed for SFRTA is complementary and not duplicative of any work performed by or for other agencies or governmental entities in the region. It is the intent of SFRPC to work to the best advantage of all agencies in the regional context, to communicate effectively to each, and to use project synergies to further each of the respective projects provided to it by SFRTA and other regional transportation entities.

EXHIBIT B

FEDERAL REQUIREMENTS

SFRPC shall at all times comply with all applicable FTA regulations, policies, procedures and directives. SFRPC's failure to so comply shall constitute a material breach of this agreement.

1. Drug free Workplace. The SFRPC shall comply with the terms of the State of Florida and the U.S. DOT regulations for Drug Free Workplace Requirements, 49 C.F.R. Part 29, Subpart F.

2. Debarment and Suspension. The SFRPC shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

3. Program Fraud and False or Fraudulent Statements or Related Acts SFRPC acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, SFRPC certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which services under this Agreement are being performed. In addition to other penalties that may be applicable, the SFRPC further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on SFRPC to the extent the Federal Government deems appropriate.

SFRPC also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on SFRPC, to the extent the Federal Government deems appropriate.

SFRPC agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. Lobbying. SFRPC shall comply with the terms of 31 U.S.C. Section 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. The SFRPC shall disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with this Project. **THE AGREEMENT EXPRESSLY PROHIBITS LOBBYING.** SFRPC agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20. This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

5. Interest of Members of or Delegates to Congress. In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

6. Organizational Conflict of Interest. Prior to entering into this Agreement, SFRPC is required to inform SFRTA of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to SFRPC, or may impact SFRPC's objectivity in performing the contract work. In addition, the SFRPC shall not take any position that may be considered adverse to SFRTA in any way without SFRTA's written prior approval.

7. Civil Rights. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, SFRPC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. In addition, SFRPC agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, SFRPC agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect services performed under this Agreement. SFRPC agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, SFRPC agrees to comply with any implementing requirements FTA may issue.

Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, SFRPC agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, SFRPC agrees to comply with any implementing requirements FTA may issue.

Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, SFRPC agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, SFRPC agrees to comply with any implementing requirements FTA may issue.

SFRPC also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. **Clean Air.** SFRPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. SFRPC agrees to report each violation to SFRTA and understands and agrees that SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. SFRPC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. **Clean Water.** SFRPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. SFRPC agrees to report each violation to SFRTA and understands and agrees that SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

10. **Retention & Access to Records.** SFRPC agrees to provide SFRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SFRPC which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. SFRPC also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO access to SFRPC's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

SFRPC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

SFRPC agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case SFRPC agrees to maintain same until SFRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11. **Energy Conservation.** SFRPC agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

12. **Buy America Requirements.** SFRPC agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver have been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.

SFRPC must submit to SFRTA the appropriate Buy America certification on FTA funded contracts, except those subject to a general waiver.

13. Incorporation of FTA Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. SFRPC shall not perform any act, fail to perform any act, or refuse to comply with any SFRTA requests which would cause SFRTA to be in violation of the FTA terms and conditions.

AGREEMENT BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)
and
TREASURE COAST REGIONAL PLANNING COUNCIL (TCRPC)
For PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT made and entered into this ____ day of ____ 2015 (“Effective Date”), by and between the TREASURE COAST REGIONAL PLANNING COUNCIL, a body corporate and politic and an agency of the State of Florida, hereinafter referred to as "TCRPC" and the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, an agency of the State of Florida, hereinafter referred to as "SFRTA."

RECITALS

A. TCRPC was created pursuant to Section 186.501, Florida Statutes (1982), as amended and known as the "Florida Regional Planning Council Act" (the "Act").

B. Section 186.505, Florida Statutes, provides that TCRPC may enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments or organizations within the region and which TCRPC finds feasible to perform.

C. SFRTA desires to engage professional services related to strategic regional transit, land use and economic planning.

D. The purpose of this Agreement is to define the Scope of Services to be provided by TCRPC to SFRTA and to fix the compensation to TCRPC for such services.

NOW, THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 TCRPC shall provide to SFRTA the services outlined in Exhibit A Scope of Services, consistent with the terms, conditions and provisions of the Act and other applicable professional and ethical requirements imposed upon TCRPC by existing Florida Statutes and Administrative Code Rules.

1.2 TCRPC agrees that it shall perform the work outlined in the Scope of Services at the direction of SFRTA and shall comply with any and all requirements of the SFRTA assignments.

ARTICLE II

COMPENSATION

2.1 SFRTA shall compensate TCRPC for its performance of the Scope of Services in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) per year for the Term of Agreement (as defined in Section 3.2 below). During the Term of the Agreement, TCRPC shall invoice SFRTA quarterly in arrears in the amount of Twenty-Five Thousand and no/100 Dollars (\$25,000.00). The invoice shall be received by SFRTA no later than ten (10) business days following the end of the preceding quarter. SFRTA shall process the invoices consistent with Florida Statutes.

2.2 SFRTA shall not compensate TCRPC for duplicative work that has already been developed by others, either for SFRTA or for other third parties, that is available as a public record.

2.3 Partial or full payment of the quarterly invoices may be rejected, as determined solely by SFRTA, if quarterly reports or deliverables are past due.

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

ARTICLE III

EFFECTIVE DATE AND TERM OF AGREEMENT

3.1 This Agreement shall commence on the Effective Date, which shall be the date on which the last party signs.

3.2 The term of the Agreement shall be for five (5) years ("Term of Agreement").

ARTICLE IV

PROFESSIONAL STAFFING

4.1 It is anticipated that TCRPC shall fulfill its obligations under this Agreement with concentrations of professional time which may vary from day to day, or week to week and shall use professional staff with the necessary expertise to perform the Scope of Services.

4.2 Nothing in this Agreement precludes TCRPC from subcontracting with private contractors and consultants to perform some of the work assigned to the TCRPC. TCRPC acknowledges and agrees that it is solely liable for the work performed under this Agreement and for any payments, judgments, claims, etc. owed to such subcontractors and/or subconsultants.

ARTICLE V

TERMINATION

Either party may cancel this Agreement by providing no less than fifteen (15) days prior written notice to the other party, by certified mail, personal delivery or facsimile transfer. In the event that either party terminates this Agreement, SFRTA agrees to pay TCRPC the prorated amount of the quarterly payment that is not disputed by SFRTA, corresponding with the termination date. TCRPC agrees that in the event of termination of this Agreement by SFRTA, payment of any remaining duly owed monies under this Agreement shall be its sole and exclusive remedy. In the event either party terminates this Agreement, all files and work product completed to date shall be delivered to SFRTA.

ARTICLE VI

CLAIMS, DAMAGES, INSURANCE.

6.1 SFRTA and TCRPC each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes, Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. SFRTA and TCRPC agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes, Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to maintain insurance coverage or be self-insured for general liability, auto liability, and worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as it may be amended from time to time.

ARTICLE VII

GENERAL PROVISIONS

7.1 ASSIGNMENT

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

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

7.2 LEGAL REQUIREMENTS

TCRPC is required to be familiar and shall comply with all Federal, State and local laws, ordinances, rules, and regulations that in any manner affect or apply to the Work, including but not limited to the Federal Requirements provided in Exhibit B Federal Requirements. Ignorance on the part of TCRPC shall in no way relieve TCRPC from responsibility

7.4 NO FEDERAL GOVERNMENT OBLIGATIONS

Although this Agreement is funded with Federal grant funds, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to TCRPC, or any other person other than SFRTA in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation, or contract, the Federal Government has no obligations or liabilities to any party, including TCRPC.

7.5 RIGHTS IN DOCUMENTS AND TECHNICAL DATA

All documents and materials prepared or developed by TCRPC and its subcontractors pursuant to this Agreement shall become the property of SFRTA without restriction or limitation on their use and shall be made available upon request to SFRTA at any time. Original copies of such shall be delivered to SFRTA upon completion of the services or termination of the services. TCRPC shall be permitted to retain copies of such items for the furtherance of its technical proficiency and for its use without restriction or limitation; however, publication of this material is subject to the written approval of SFRTA, except when used for any of the following purposes: (a) amending or adopting TCRPC's Strategic Regional Policy Plan; (b) the preparation of and inclusion in local government planning documents; (c) other purposes in furtherance of Transit/TOD objectives, or (d) to comply with Florida's Public Records Law. The TCRPC agrees to notify SFRTA when it intends to use the material for the purposes outlined in (a) through (c).

SFRTA shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

TCRPC shall agree to grant to SFRTA and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for this Agreement. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for SFRTA to use in the manner herein described. TCRPC warrants that any deliverables to be produced by TCRPC under this Agreement shall be produced without infringement by TCRPC of any United States or foreign patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against SFRTA claiming it or TCRPC infringed upon a patent or copyright in the production of deliverables under this Agreement, TCRPC shall, at its own expense,

defend or settle any such suit or proceeding if authorized to do so in writing by SFRTA, and shall, to the maximum extent permitted by law, indemnify and hold harmless SFRTA, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including but not limited to, defense costs and attorney fees.

7.6 GOVERNING LAW AND VENUE

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Broward County, Florida.

7.7 NO WAIVER

The failure of SFRTA to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

7.8 JOINT PREPARATION

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

7.9 RELATIONSHIP OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. TCRPC is and shall be in the performance of all work, services, and activities under this agreement independent, and not an employee, agent, or servant of SFRTA. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to TCRPC's sole discretion, supervision, and control. TCRPC shall exercise control over the means and manner in which it and its employees perform the work, and in all respect TCRPC's relationship and the relationship of its employees to SFRTA shall be that of an independent contractor and not as employees or agent.

7.10 CONFLICT

Where there is a conflict between any provision set forth within this Agreement and a more stringent state or federal provision that is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

7.11 SEVERABILITY

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of the Agreement shall be construed to be in full force and effect.

7.12 PRIOR AGREEMENTS

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

7.13 EXECUTION

This document shall be executed in at least two (2) counterparts each of which shall be deemed to be a duplicate original.

7.14 NOTICES

Any notice, request or communication required or permitted hereunder shall be deemed to have been duly given if sent by certified mail, postage prepaid and return receipt requested, or by Federal Express or similar overnight delivery service, to the parties at their respective addresses as set forth below:

If to SFRTA:

800 NW 33rd Street
Pompano Beach, FL. 33064
Attention: Executive Director

With a copy to:

800 NW 33rd Street
Pompano Beach, FL. 33064
Attention: General Counsel

If to TCRPC:

421 SW Camden Avenue
Stuart, Florida 34994
Attention: Executive Director

With a copy to:

Roger G. Saberson,
Roger G. Saberson, P.A.
70 SE 4th Avenue
Delray Beach, FL 33483-4514

7.15 INCORPORATION BY REFERENCE

The recitals at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this Agreement that are referenced to this Agreement are, by this reference made a part hereof and are incorporated herein.

7.16 HEADINGS

Article and section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

7.17 MISCELLANEOUS

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

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EXHIBIT A
SCOPE OF SERVICES

INTRODUCTION

TCRPC provides a broad-based policy and planning view of the Treasure Coast Region specifically Indian River, St. Lucie, Martin and Palm Beach counties. This translates to extensive expertise in a wide range of planning and review activities, including:

- Comprehensive land use planning and review
- Development review
- Watershed planning and conservation
- Water and sewer capacity analysis and planning
- Housing and school capacity analysis and planning
- Urban Brownfield redevelopment assistance
- Land use and transportation planning and development guidance

Through its activities, TCRPC has expertise in land use and growth management regulation and processes. In addition, its role in facilitating collaboration throughout the region on transportation-related projects is a major asset in development of regional transportation and land use plans.

SFRTA, as the only truly regional transportation planning and operating organization in this region, has a strong interest in developing a regional strategy for addressing transportation needs in an efficient and effective manner. This can only be achieved through careful consideration of the built environment along with the transportation network. TCRPC proposes to partner with SFRTA to enhance the region's strategic planning process and help build consensus on transportation issues throughout the region.

SPECIFIC TASKS

TCRPC shall assist in the planning, technical, managerial and administrative efforts related to transportation studies, projects and/or activities of SFRTA. TCRPC shall conduct the technical work identified in the projects selected by SFRTA for implementation and also other technical land use and transportation planning activities as requested by SFRTA.

SFRTA and TCRPC shall meet quarterly to mutually determine TCRPC's tasks for SFRTA during the upcoming quarter. Tasks may take longer than one (1) quarter if mutually agreed upon in the quarterly meeting. Tasks may include, but are not limited to, the tasks referenced in the introduction above. TCRPC shall submit meeting minutes and task schedules to SFRTA within fourteen (14) days following each quarterly meeting. TCRPC shall submit to SFRTA's project manager work products and a quarterly report detailing progress on the mutually determined course of work no later than seven (7) days prior to the subsequent quarterly meeting.

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of the assignment request. Proposed due dates may or may not correspond to quarterly meeting dates. If assigned within the quarter, the assignment shall be incorporated into the next quarterly report.

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EXHIBIT B

FEDERAL REQUIREMENTS

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2. Debarment and Suspension. The TCRPC shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

3. Program Fraud and False or Fraudulent Statements or Related Acts. TCRPC acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, TCRPC certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which services under this Agreement are being performed. In addition to other penalties that may be applicable, TCRPC further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on TCRPC to the extent the Federal Government deems appropriate.

TCRPC also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on TCRPC, to the extent the Federal Government deems appropriate.

TCRPC agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. Lobbying. TCRPC shall comply with the terms of 31 U.S.C. Section 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. The TCRPC shall disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with this Project. THE AGREEMENT EXPRESSLY PROHIBITS LOBBYING. TCRPC agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20. This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

5. Interest of Members of or Delegates to Congress. In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

6. Organizational Conflict of Interest. Prior to entering into this Agreement, TCRPC is required to inform SFRTA of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to TCRPC, or may impact TCRPC's objectivity in performing the contract work. In addition, the TCRPC shall not take any position that may be considered adverse to SFRTA in any way without SFRTA's written prior approval.

7. Civil Rights. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, TCRPC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. In addition, TCRPC agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, TCRPC agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect services performed under this Agreement. TCRPC agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, TCRPC agrees to comply with any implementing requirements FTA may issue.

Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, TCRPC agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, TCRPC agrees to comply with any implementing requirements FTA may issue.

Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, TCRPC agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, TCRPC agrees to comply with any implementing requirements FTA may issue.

TCRPC also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Clean Air. TCRPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. TCRPC agrees to report each violation to SFRTA and understands and agrees that SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. TCRPC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. Clean Water. TCRPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. TCRPC agrees to report each violation to SFRTA and understands and agrees that SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

10. Retention & Access to Records. TCRPC agrees to provide SFRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the TCRPC, which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. TCRPC also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO access to TCRPC's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

TCRPC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

TCRPC agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case TCRPC agrees to maintain same until SFRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11. Energy Conservation. TCRPC agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

12. Buy America Requirements. TCRPC agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver have been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.

TCRPC must submit to SFRTA the appropriate Buy America certification on FTA-funded contracts, except those subject to a general waiver.

13. **Incorporation of FTA Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. TCRPC shall not perform any act, fail to perform any act, or refuse to comply with any SFRTA requests which would cause SFRTA to be in violation of the FTA terms and conditions.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015

AGENDA ITEM REPORT

Consent Regular

AMENDMENT NO. 2 TO AGREEMENT NO. 14-012
VEOLIA TRANSPORTATION MAINTENANCE AND INFRASTRUCTURE (VTMI)
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

REQUESTED ACTION:

MOTION TO APPROVE: Amendment No. 2 to Agreement No. 14-012, between Veolia Transportation Maintenance and Infrastructure (VTMI) and the South Florida Regional Transportation Authority (“SFRTA”) to provide Flagging Services for the maximum not-to-exceed amount of \$1,500,000.

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 to provide Flagging Services on the SFRC. It is estimated that over the next year, approximately \$1,500,000 in Flagging Services will be required for on-going and planned projects by SFRTA and the Florida Department of Transportation (“FDOT”), Districts 4 and 6, within and adjacent to the SFRC. FDOT-required flagging will be funded by the various FDOT projects through the Amended SFRC – Railroad Reimbursement Agreement Watchman or Flagging Services and Emergency Services between SFRTA and FDOT dated March 27, 2015 (“FDOT Agreement”) (Exhibit 2).

Staff is requesting Board approval of Amendment No. 2 to the Agreement between VTMI and SFRTA for Flagging Services in the not-to-exceed amount of \$1,500,000.

Department: Engineering and Construction
Project Manager: Nikeisha Thomas

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

FISCAL IMPACT: Funding will be available in SFRTA’s FY 2014-2015 and subsequent Capital Budgets

EXHIBITS ATTACHED: Exhibit 1 – Amendment No. 2 to Agreement No. 14-012
Exhibit 2 – Amended SFRC Railroad Reimbursement Agreement –
Watchman or Flagging Services and Emergency Services

AMENDMENT NO. 2 AGREEMENT NO. 14-012
VEOLIA TRANSPORTATION MAINTENANCE AND INFRASTRUCTURE (VTMI)
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

Recommended by: Daniel Maya 4/20/15
Department Director Date
Authorized by: [Signature] 4/20/15
Executive Director Date

Approved by: C.E. Z... 4/20/15
Procurement Director Date
Approved as to Form by: [Signature] 4-20-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No
Gerry O'Reilly, P.E. Yes No



CONTRACT AMENDMENT NO. 2

Contract No. 14-012
Amendment No. 2
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:

Amendment No. 1 is hereby replaced with Amendment No. 2.

Change: Section 2.3.4 of the MOW Scope of Services for Contract No. 14-012 addresses flagging services to be provided by VTMI to SFRTA, FDOT, FDOT contractors, and Other Contractors as Extra Work at rates accepted by SFRTA. The purpose of this Amendment No. 2 is to add flagging services as Extra Work and approve the hourly rates for these services, as shown on Exhibit A.

Amendment No. 1 was previously issued to address flagging services up to \$100,000. As the need has been identified for flagging services in excess of that amount, Amendment No. 2 shall replace Amendment No. 1.

The Contractor shall be compensated for flagging services pursuant to the terms of Section 2.3.4 of the Scope of Services. Pursuant to this same section, the Contractor shall not invoice SFRTA for any flagging services provided to Third Parties, but shall seek compensation directly from the Third Parties.

Along with directing all flagging services requests to SFRTA, as required in Section 2.3.4 of the MOW Scope of Service, the Contractor shall also provide SFRTA with a cost estimate, using the attached rates, for each project in which flagging is requested directly to the Contractor or within five (5) days of its receiving a request from the SFRTA Project Manager.

The Contractor shall provide the flagging services in accordance with the provisions, as applicable, as set forth in:

- (a) FDOT Procedure No. 725-080-002 and Rule 14-57.001 “Public Railroad-Highway Grade Crossing Costs,” Florida Administrative Code; or
- (b) Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I; and Subchapter G, Part 646, Subpart B; and
- (c) any supplements thereto or revisions thereof.

Reason for change: Numerous parties, including FDOT, FDOT Contractors, and Other Contractors, have need of flagging services in the SFRC.

Cost of Change: Total Maximum Not-To-Exceed Amount - \$1,500,000.00

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

TOTAL

\$1,500,000.00

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. 2
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: | \$ 0.00 |
| SUB-TOTAL COST \$161,247,371.73 | |
| Cost of This Amendment : | \$ 1,500,000.00 |
| TOTAL COST \$162,747,371.73 | |

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 |

Exhibit A

VTMI Flagging Rates

| | |
|-------------------------------|--|
| \$76/hr. (for 1st 10 hrs.) | Daily Weekday Rate = \$760/day includes a 10 hour day |
| \$148.5/hr. (for 1st 10 hrs.) | (Day & Night Rate) Daily Weekend Rate = \$1,485/Day includes a 10 hour day |
| \$114/hr. | (Day & Night rate) Overtime Rate (Weekday/Weekend) = \$114/hour |

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

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------------------------------|---------------------|------------|
| 137454-1-57-01 N/A | Various | Miami-Dade Broward Palm Beach | Various | N/A |

THIS SOUTH FLORIDA RAIL CORRIDOR RAILROAD REIMBURSEMENT AGREEMENT - WATCHMAN OR FLAGGING SERVICE (the "Agreement") is made and entered into this 12th day of MARCH, 2015, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the ("DEPARTMENT"), and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter called the ("SFRTA"), a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes.

WITNESSETH

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

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

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

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

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

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

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

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

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

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

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

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

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

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

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

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

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

Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

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

13. SFRTA shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by SFRTA in conjunction with this Agreement. SFRTA shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the SFRTA.
 - (b) Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of SFRTA upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

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

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

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

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, but its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

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

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

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

19. SFRTA shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SFRTA during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

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

[Signatures on Following Page]

SOUTH FLORIDA RAIL CORRIDOR - RAILROAD REIMBURSEMENT AGREEMENT

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

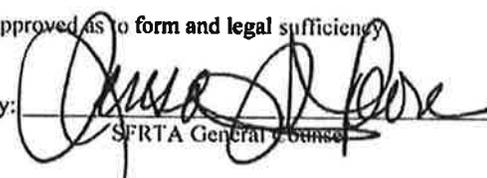
SFRTA

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

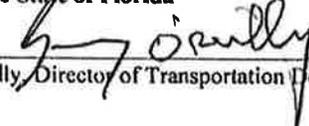
By: 
Bruno A. Barreiro, Chair, SFRTA Governing Board

Date: 2/27/15

Attest: 
SFRTA Executive Director

Approved as to form and legal sufficiency
By: 
SFRTA General Counsel

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

By: 
Gerry O'Reilly, Director of Transportation Development

Date: _____

Legal review (DEPARTMENT):
By: 

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FORCE ACCOUNT ESTIMATE

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

ESTIMATE SUBJECT TO REVISION AFTER: MM/DD/YYYY

CITY: City Name

COUNTY: County Name

STATE: FL

CROSSING NO.: _____

RR MILEPOST NO.: _____

DESCRIPTION: Enter project description here

FLAGGING SERVICE:

Labor Rate: \$ _____

Flagging Days: _____

TOTAL: \$ _____

Office of Engineering and Construction – Pompano Beach, FL

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

Approved By: _____ **Date:** _____

SFRTA

REVISED: MM/DD/YYYY

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015

AGENDA ITEM REPORT

Consent Regular

RAILROAD REIMBURSEMENT AGREEMENTS
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

REQUESTED ACTION:

MOTION TO APPROVE: Delegating authority to the Executive Director to execute Railroad Reimbursement Agreements between FDOT and SFRTA for the construction or reconstruction of at-grade railroad crossings on the South Florida Rail Corridor, and necessary approaches, with the cost of such construction to be reimbursed by FDOT.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT), Districts 4 and 6, annually develops a schedule of at-grade crossings on the South Florida Rail Corridor (SFRC) that require improvements. In prior years, this work was been performed by CSX Transportation, Inc., under the terms of the Operating and Management Agreement Phase A.

With SFRTA's assumption of the maintenance of the SFRC under the Amended South Florida Operating and Management Agreement dated January 25, 2013, and the Operating Agreement between FDOT and SFRTA dated June 13, 2013, FDOT is now requesting under Section 6.A.16 of the Operating Agreement, that SFRTA perform this work subject to the terms of FDOT's Railroad Reimbursement Agreements for at-grade railroad crossings on State and local (City/County) roads. The standard agreements are attached as Exhibits 1 and 2. This work would be performed by SFRTA's Maintenance of Way contractor, Veolia Transportation Maintenance and Infrastructure, Inc. (VTMI). FDOT would reimburse SFRTA for the cost of each project. In order to provide for the timely completion of these improvements, FDOT has requested that the SFRTA Executive Director be delegated authority to execute these Railroad Reimbursement Agreements on behalf of SFRTA in substantially the form attached as Exhibits 1 and 2.

Department: Engineering

Project Manager:

Department Director: Dan Mazza, P.E.

Procurement Director: Christopher Bross

FISCAL IMPACT: None

EXHIBITS ATTACHED: [Exhibit 1 – Railroad Reimbursement Agreement – State Roads](#)
[Exhibit 2 – Railroad Reimbursement Agreement – City/County Roads](#)

RAILROAD REIMBURSEMENT AGREEMENTS
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Recommended by: Daniel Mays 4/20/15
Department Director Date

Approved by: [Signature] 4/20/15
Procurement Director Date

Authorized by: [Signature] 4/20/15
Executive Director Date

Approved as to Form by: [Signature] 4-20-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Gerry O'Reilly Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES
SOUTH FLORIDA RAIL CORRIDOR ONLY
STATE ROADS RR CROSSINGS ONLY**

| Financial Project I.D. | Road Name or Number | County Name | Parcel & R/W Number | FAP Number |
|------------------------|---------------------|-------------|---------------------|------------|
| | | | | |

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter called the **SFRTA**.

WITNESSETH:

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

WHEREAS, the **DEPARTMENT** and **CSXT** entered into a Operating and Management Agreement Phase A (OMAPA) pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which **CSXT** managed and maintained the SFRC property on behalf of the **DEPARTMENT** until March 28th, 2015; and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement on January 25, 2013, as may be further amended, which provides for termination of OMAPA and transition of management, operation, and maintenance of the SFRC from **CSXT** to the **DEPARTMENT** upon the date determined pursuant to subsection 1(c) of SFOMA (the "SFOMA Commencement Date", which was March 29th, 2015); and

WHEREAS, the **DEPARTMENT** and the **SFRTA** entered into the SFRC Operating Agreement ("Operating Agreement") on June 13, 2013, by which the **SFRTA** on behalf of the **DEPARTMENT**, has been managing, operating, maintaining, and dispatching railroad operations on the SFRC as of Commencement, and also maintains and repairs the rights-of-way, layover facilities and yards, state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the SFRC, and

WHEREAS, the **DEPARTMENT** is constructing, reconstructing or otherwise changing a portion of the State Highway System, designated by the Financial Project ID _____, on _____ which crosses at grade the right of way and track (s) of the SFRC Mile post _____, FDOT/AAR Crossing Number _____, at or near _____, Florida as shown on the Department's Plan Sheet No. _____, attached hereto and made a part hereof,

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

1. The **DEPARTMENT** intends to construct or reconstruct an at-grade railroad crossing, and necessary approaches thereof, across the **DEPARTMENT's** right-of-way along the SFRC, over its tracks at the hereinabove-referenced location.
2. If crossing surface work is required for the project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will construct at **DEPARTMENT's** expense a Standard Railroad Crossing Type _____ in accordance with the **DEPARTMENT's** Standard Index No. 560 attached hereto and by this reference made a part hereof, and in accordance with all other Federal Railroad Administration (FRA) and American Railway Engineering and Maintenance of Way Association (AREMA) standards and guidelines. The initial construction cost shall be paid by the **DEPARTMENT**. Upon completion of the crossing, **SFRTA** shall be responsible for the maintenance of said crossing surface in accordance with the **Operating Agreement** and the **SFOMA Agreement**.
- If Railroad Grade Crossing Traffic Control Devices work is required for the project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will install at the **DEPARTMENT's** expense automatic, railroad grade crossing traffic control devices at said location in accordance with the **DEPARTMENT's** Plans and Standard Index Number 17882 attached hereto, and by this reference made a part hereof.
3. After said automatic crossing signals and/or other traffic control devices have been installed and/or adjusted and found to be in satisfactory working order by the parties hereto, the same shall be immediately put in service, operated and maintained by the **SFRTA**.
4. The **DEPARTMENT** at its discretion, may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at _____. Neither of the parties shall disconnect the interconnection circuit or change or cause to be changed the signal sequence without prior notice to the other. Each party shall maintain its respective devices from the point of the junction box as provided for the interconnect cable.
5. All work contemplated at this crossing shall at all times be subject to the approvals and notice provisions of the **Operating Agreement** and the **SFOMA Agreement**.
6. The **DEPARTMENT** will reimburse **SFRTA** for the cost of watchmen or flagging service in the carrying out of work adjacent to the SFRC, or work requiring movement of equipment, employees or trucks across the SFRC, or when at times **SFRTA** and/or the **DEPARTMENT** agree that such a service is necessary, which shall be done under a Change Order or separate Agreement.
7. All contractors working in the SFRC are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability insurance where the **DEPARTMENT**, **SFRTA**, and **CSXT** are named insureds, and with limits not less than \$5,000,000.00 combined single limit for bodily injury and/or property damage per occurrence and with an annual aggregate limit of no less than \$10,000,000.00. Contractor will furnish the **DEPARTMENT** and **SFRTA** a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amounts set forth above. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration,

Federal Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

8. **SFRTA** hereby agrees, as applicable, to install and/or adjust the necessary parts of the SFRC facilities in accordance with the provisions set forth in the:
- (A) **DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
 - (B) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B.

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. **SFRTA** further agrees to do all such work with its own forces or by a contractor paid under a contract held by **SFRTA** under the supervision and approval of the **DEPARTMENT**, and the Federal Highway Administration, when applicable.

9. The **DEPARTMENT** hereby agrees to reimburse **SFRTA**, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this Agreement shall not be subject to payment by the **DEPARTMENT**.
10. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by **SFRTA** pursuant to the terms hereof, and an estimate of the costs thereof in the amount of _____. All work performed by the **SFRTA** pursuant hereto, shall be performed according to these plans and specifications as approved by the **DEPARTMENT**, and the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the **DEPARTMENT** and the Federal Highway Administration, when applicable.
11. All labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **DEPARTMENT**. Separate records as to costs of contract bid terms and force account items performed by **SFRTA** shall also be furnished by **SFRTA** to the **DEPARTMENT**.
12. The **DEPARTMENT** has determined that the method to be used by the **SFRTA** in developing future relocation or installation cost shall be actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
13. It is specifically agreed by and between the **DEPARTMENT** and the **SFRTA**, that the **DEPARTMENT** shall receive fair and adequate credit for any salvage which shall accrue to the **SFRTA** as a result of the above adjustment work.
14. In accordance with Section 215.422 Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the

date the invoice is received or the date the goods or services are received, inspected, and approved.

If a payment is not available, within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

A Vendor Ombudsman has been established within the Department of Bank and Finance. The duties of the individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516, or by calling the Division of Consumer Services at 1-877-693-5236.

15. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for all actual costs attributable to the project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the **SFRTA**'s records, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **DEPARTMENT**. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the **DEPARTMENT** agrees to reimburse the **SFRTA** in the amount of such actual costs approved by the **DEPARTMENT**'s auditor.

16. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT**'s Comptroller under Section 334.44(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
17. In accordance with Section 287.058 F.S., the following provisions are in this Agreement: If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
18. Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with **DEPARTMENT** Rule 14-57.011, Florida Administrative Code, and the Federal Highway Administration Federal Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

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

The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to the entering into any such contract or other binding commitment of funds.

Nothing herein contained shall prevent the making of contracts for periods, exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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

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

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

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

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the **DEPARTMENT** in order to perform the services being performed by the **SFRTA**.
- (b) Provide the public with access to public records on the same terms and conditions that the **DEPARTMENT** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the **DEPARTMENT** all public records in possession of the **SFRTA** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **DEPARTMENT** in a format that is compatible with the information technology systems of the **DEPARTMENT**.

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

- 24. Should the use of said crossing be abandoned, the **DEPARTMENT** may at its sole discretion, remove said crossing or otherwise control or use said crossing as the **DEPARTMENT** desires.
- 25. Liability for services performed under this agreement shall be governed in accordance with the terms and conditions of the Operating Agreement.
- 26. Upon execution, this Agreement shall supersede all provisions, relating to said crossing contained in any previous agreements and shall become the permanent agreement of record.
- 27. **SFRTA** shall:
 - 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **SFRTA** during the term of the contract; and
 - 2. 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.
- 28. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 29. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of

Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

30. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
31. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
32. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

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

SFRTA

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

By: _____
Bruno Barreiro, Chair, SFRTA Governing Board

Date: _____

Attest: _____
SFRTA Executive Director

Approved as to form and legal sufficiency

By: _____
SFRTA General Counsel

DEPARTMENT

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

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

Date: _____

Legal Review (DEPARTMENT):

BY: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES
SOUTH FLORIDA RAIL CORRIDOR ONLY
CITY/COUNTY ROADS RR CROSSINGS ONLY**

| Financial Project I.D. | Road Name or Number | CITY/COUNTY Name | Parcel & R/W Number | FAP Number |
|---------------------------|------------------------|---------------------|------------------------|------------|
| | | | | |

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and _____ **CITY/COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners/City Commission, hereinafter called the **CITY/COUNTY**, and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter called the **SFRTA**.

WITNESSETH:

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

WHEREAS, the **DEPARTMENT** and **CSXT** entered into a Operating and Management Agreement Phase A (OMAPA) pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which **CSXT** managed and maintained the **SFRC** property on behalf of the **DEPARTMENT** until March 28th, 2015, and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement on January 25, 2013, as may be further amended, which provides for termination of OMAPA and transition of management, operation, and maintenance of the **SFRC** from **CSXT** to the **DEPARTMENT** upon the date determined pursuant to subsection 1(c) of SFOMA (the "SFOMA Commencement Date", which was March 29th, 2015); and

WHEREAS, the **DEPARTMENT** and the **SFRTA** entered into the **SFRC** Operating Agreement ("Operating Agreement") on June 13, 2013, by which the **SFRTA** on behalf of the **DEPARTMENT**, has been managing, operating, maintaining, and dispatching, railroad operations on the **SFRC** as of Commencement, and also maintains and repairs the rights-of-way, layover facilities and yards, state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the **SFRC**, and

WHEREAS, the **DEPARTMENT** is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID _____, on _____ which crosses at grade the right of way and track (s) of the **SFRC** at Mile post _____, FDOT/AAR Crossing Number _____, at or near _____, Florida as shown on the Department's Plan Sheet No. _____, attached hereto and made a part hereof,

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

1. The **DEPARTMENT** intends to construct or reconstruct an at-grade railroad crossing, and necessary approaches thereof, within the **DEPARTMENT's** right-of-way along the SFRC, over its tracks at the hereinabove-referenced location.

2. If crossing surface work is required for the project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will construct at **DEPARTMENT's** expense a Standard Railroad Crossing Type _____ in accordance with the **DEPARTMENT's** Standard Index No. 560 attached hereto and by this reference made a part hereof, and in accordance with all other Federal Railroad Administration (FRA) and American Railway Engineering and Maintenance of Way Association (AREMA) standards and guidelines. The initial construction cost shall be paid by the **DEPARTMENT**. Upon completion of the crossing, the **SFRTA** shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area, in accordance with the Operating Agreement and the SFOMA Agreement. The **CITY/COUNTY** shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the **SFRTA** may, at its option and upon notification to the **CITY/COUNTY**, perform such periodic maintenance work and bill the **CITY/COUNTY** directly for costs thus incurred that are the responsibility of the **CITY/COUNTY**.

- If Railroad Grade Crossing Traffic Control Devices work is required for the project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will install at the **DEPARTMENT's** expense automatic, railroad grade crossing traffic control devices at said location in accordance with the **DEPARTMENT's** Plans and Standard Index Number 17882 attached hereto, and by this reference made a part hereof. If traffic control devices are being installed/upgraded under the Signal Safety Program (US Code Title 23, Section 130), then the **DEPARTMENT** will reimburse **SFRTA** for 100% of the costs of installation/upgrades pursuant to the Operating Agreement and the SFOMA Agreement.

3. After installation of said signals is completed, fifty (50) percent of the expense thereof in maintaining the same shall be borne by the **CITY/COUNTY**, and fifty (50) percent of the cost shall be borne by the **SFRTA**, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. Actual funding for the signals has been provided for in the Operating Agreement. **CITY/COUNTY** shall submit the 50% of the cost of the Annual Maintenance costs to the **DEPARTMENT**. After said automatic crossing signals and/or other traffic control devices have been installed and/or adjusted and found to be in satisfactory working order by the parties hereto, the same shall be immediately put in service, operated and maintained by the **SFRTA** pursuant to the Operating Agreement and the SFOMA Agreement so long as **SFRTA** or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The **SFRTA** agrees that any future relocation or adjustment of said signals shall be performed by the **SFRTA**, but at the expense of the party initiating such relocation. Upon relocation, the maintenance responsibility shall be in accordance with the provisions of this Agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

4. Unless otherwise agreed upon herein, the **COUNTY** agrees to ensure that the advance warning signs and railroad crossing pavement markings will conform to the Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.
5. The **DEPARTMENT** at its discretion, may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at _____ . Neither of the parties shall disconnect the interconnection circuit or change or cause to be changed the signal sequence without prior notice to the others. Each party shall maintain its respective devices from the point of the junction box as provided for the interconnect cable.
6. All work contemplated at this crossing shall at all times be subject to the approvals and notice provisions of the **Operating Agreement** and the **SFOMA Agreement**.
7. The **CITY/COUNTY** will reimburse **SFRTA** for the cost of watchmen or flagging service in the carrying out of work adjacent to the **SFRC**, or work requiring movement of equipment, employees or trucks across the **SFRC**, or when at times **SFRTA** and/or the **DEPARTMENT** agree that such a service is necessary, which shall be done under a Change Order or separate Agreement.
8. All contractors working in the SFRC are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability insurance where the **DEPARTMENT**, **SFRTA**, and **CSXT** are named insureds, and with limits not less than \$5,000,000.00 combined single limit for bodily injury and/or property damage per occurrence and with an annual aggregate limit of no less than \$10,000,000.00. Contractor will furnish the **DEPARTMENT** and **SFRTA** a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amounts set forth above. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.
9. **SFRTA** hereby agrees, as applicable, to install and/or adjust the necessary parts of the SFRC facilities in accordance with the provisions set forth in the:
 - (A) **DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
 - (B) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G. Part 646, Subpart B.

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. **SFRTA** further agrees to do all such work with its own forces or by a contractor paid under a contract held by **SFRTA** under the supervision and approval of the **DEPARTMENT**, and the Federal Highway Administration, when applicable.

10. The **DEPARTMENT** hereby agrees to reimburse **SFRTA**, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this Agreement shall not be subject to payment by the **DEPARTMENT**.

11. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by **SFRTA** pursuant to the terms hereof, and an estimate of the costs thereof in the amount of _____. All work performed by the **SFRTA** pursuant hereto, shall be performed according to these plans and specifications as approved by the **DEPARTMENT**, and the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the **DEPARTMENT** and the Federal Highway Administration, when applicable.
12. All labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **DEPARTMENT**. Separate records as to costs of contract bid terms and force account items performed by **SFRTA** shall also be furnished by **SFRTA** to the **DEPARTMENT**.
13. The **DEPARTMENT** has determined that the method to be used by the **SFRTA** in developing future relocation or installation cost shall be actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
14. It is specifically agreed by and between the **DEPARTMENT** and the **SFRTA**, that the **DEPARTMENT** shall receive fair and adequate credit for any salvage which shall accrue to the **SFRTA** as a result of the above adjustment work.

15. In accordance with Section 215.422 Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

If a payment is not available, within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

A Vendor Ombudsman has been established within the Department of Bank and Finance. The duties of the individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency.

The Vendor Ombudsman may be contacted at (850) 413-5516, or by calling the Division of Consumer Services at 1-877-693-5236.

17. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for all actual costs attributable to the project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as

will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the **SFRTA's** records, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **DEPARTMENT**. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the **DEPARTMENT** agrees to reimburse the **SFRTA** in the amount of such actual costs approved by the **DEPARTMENT's** auditor.

18. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT's** Comptroller under Section 334.44(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
19. In accordance with Section 287.058 F.S., the following provisions are in this Agreement: If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
20. Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with **DEPARTMENT** Rule 14-57.011, Florida Administrative Code, and the Federal Highway Administration Federal Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."
21. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term of more than one year, the provisions of Section 339.135 (6)(a), Florida Statutes are hereby incorporated;

The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to the entering into any such contract or other binding commitment of funds.

Nothing herein contained shall prevent the making of contracts for periods, exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

22. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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

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

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

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

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the **DEPARTMENT** in order to perform the services being performed by the **SFRTA**.
- (b) Provide the public with access to public records on the same terms and conditions that the **DEPARTMENT** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the **DEPARTMENT** all public records in possession of the **SFRTA** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **DEPARTMENT** in a format that is compatible with the information technology systems of the **DEPARTMENT**.

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

26. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the **CITY/COUNTY** shall thereupon cease and terminate and the **CITY/COUNTY** will, at its sole cost and in a manner satisfactory to the **SFRTA** and the **DEPARTMENT**, remove said crossing and restore the **SFRC's** property to the condition previously found, provided that the **SFRTA** may, at its option, remove the said crossing and restore its property, and the **CITY/COUNTY** will, in such event, upon bill rendered, pay to the **SFRTA** the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9. Upon abandonment, The **DEPARTMENT** may at its sole discretion, remove said crossing or otherwise control or use said crossing as the **DEPARTMENT** desires.
27. Liability for services performed under this agreement shall be governed in accordance with the terms and conditions of the Operating Agreement.
28. Upon execution, this Agreement shall supersede all provisions, relating to said crossing contained in any previous agreements and shall become the permanent agreement of record.
29. **SFRTA** shall:
 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **SFRTA** during the term of the contract; and
 2. 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.
30. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
31. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
32. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
33. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
34. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

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

SFRTA

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

By: _____
Bruno Barreiro, Chair, SFRTA Governing Board

Date: _____

Attest: _____
SFRTA Executive Director

Approved as to form and legal sufficiency

By: _____
SFRTA General Counsel

DEPARTMENT

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

By: _____
Director of Transportation Development

Date: _____

Legal Review (DEPARTMENT):

BY: _____

CITY/COUNTY

By: _____

Date: _____

Legal Review (CITY/COUNTY):

BY: _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015AGENDA ITEM REPORT Consent RegularWAVE FUNDING WITH SFRTA AND BROWARD COUNTY
AND ASSOCIATED DELEGATIONS TO EXECUTIVE DIRECTORREQUESTED ACTION:MOTION TO APPROVE:

- (1) WAVE Funding Agreement between the South Florida Regional Transportation Authority and Broward County for County-Requested Betterments provided in Exhibit 1 (“WAVE Funding Agreement”); and
- (2) If the Board deems necessary, delegation to the Executive Director to finalize and execute the WAVE Funding Agreement; and
- (3) Delegation to the Executive Director to finalize and execute the agreement(s) with FDOT for the FDOT Share in the amount of \$5,815,000

SUMMARY EXPLANATION AND BACKGROUND:

Two publicly advertised meetings held on February 27 and March 13, 2015 (the “Meetings”) were attended by the three SFRTA Board members representing Broward County (Jim Cummings, Mayor Tim Ryan and Senator Jim Scott), SFRTA staff and consultants, Broward County staff and members of the public. The purpose of the Meetings was to address specific items that Broward County had requested be added to the WAVE Modern Streetcar Project (the “Project”) scope. At the second meeting on March 13, 2015, an agreement was reached in which the County would provide SFRTA with monies equal to the SFRTA Project Management Consultant’s cost estimate of \$11,630,000 (the “Cost Estimate”) for the following items (descriptions of these items are contained in Exhibit B of the WAVE Funding Agreement provided in Exhibit 1):

1. Sectionalized-ready vehicles
2. Supervisory Control and Data Acquisition (SCADA)/Traction Power Substations (“TPSS”)
3. Advanced Train Control and Communications (Continued on page 2)

Department: Executive/ LegalDepartment Director: J.L. Stephens/T.J. MooreProject Manager: J.L. Stephens/T.J. MooreProcurement Director: Christopher Bross

FISCAL IMPACT: Funds will be included in the FY 15-16 SFRTA Capital budget and the FY 14-15 Capital budget will be amended, as needed.

EXHIBITS ATTACHED:

[Exhibit 1: WAVE Funding Agreement \(including SFRTA language for Section 5\)](#)

[Exhibit 2: Alternative County Language for Sections 5.B and 5.C of the WAVE Funding Agreement](#)

WAVE FUNDING WITH SFRTA AND BROWARD COUNTY
AND ASSOCIATED DELEGATIONS TO EXECUTIVE DIRECTOR

(Summary continued)

Subsequent to the Meetings, FDOT has committed to provide half of the Cost Estimate (\$5,815,000), but directly to SFRTA through a supplemental JPA agreement to the existing WAVE JPA it has with SFRTA (see Exhibit D of the WAVE Funding Agreement in Exhibit 1). Based on FDOT's preference for an agreement with SFRTA, the amount to be provided by the County, pursuant to the WAVE Funding Agreement, was reduced to one-half of the Cost Estimate or to \$5,815,000 ("County Share").

The 3 items listed above are Betterments, as defined in the Partnership Agreement, and therefore, are the requesting Partner's sole responsibility to fund. The WAVE Funding Agreement contains the language the SFRTA Executive Director and General Counsel are recommending to the

SFRTA Board. Exhibit 2 contains alternative language for Section 5 of the Funding Agreement that the County has said it would prefer (specifically substitute language for Section 5.B and additional language for a new Section 5.C).

The difference between SFRTA's and the County's position is that the County would like to retain \$897,612 of the County Share of the construction costs ("County Retained Amount") and only remit the County Retained Amount to SFRTA in the event it is needed to complete the work. SFRTA Staff objects to this language for several reasons:

- (1) it was agreed with the County that the County Share would be a not-to-exceed amount which SFRTA would maintain in a separate account and any excess monies would be returned to the County once the work was completed (and language to this effect is contained in the WAVE Funding Agreement); and
- (2) as FDOT can only provide state funds to match local funds for transit projects (per statute), if the County was to withhold \$897,612, FDOT would not permit SFRTA to access state funds in the same amount, therefore effectively creating a retainage of \$1,795,224 ("Total Retainage"); and
- (3) No retainage was provided for in SFRTA's funding agreement with the City of Fort Lauderdale for the Northern Loop Betterment. The City is providing 100% of the funds for this Betterment in advance.

(Continued on page 3)

WAVE FUNDING WITH SFRTA AND BROWARD COUNTY
AND ASSOCIATED DELEGATIONS TO EXECUTIVE DIRECTOR

(Summary continued)

The Partnership Agreement obligates other Partners to identify funding shortfalls in the event of Capital Cost Overruns, but they are defined to specifically exclude Betterments. Therefore, SFRTA would potentially be at risk to the construction contractor for work in the amount of the Total Retainage and for any associated delays created by SFRTA's inability to access the Total Retainage. The Project currently has an identified funding shortfall of approximately \$10 million and therefore, there is no alternative funding source at this time that could be used in the event the Total Retainage is not available to SFRTA.

Staff is requesting that the Board approve the WAVE Funding Agreement in Exhibit 1, and, if it deems necessary, delegate authority to the Executive Director to finalize and execute, pursuant to direction provided by the Board. Staff is also requesting delegated authority to the Executive Director to finalize and execute the applicable FDOT agreement(s) to receive the FDOT Share.

On April 28th, the Broward County Commission is scheduled to review this same language, with its staff supporting approval of the Alternative County Language for Sections 5.B. and C. We continue to work with Broward County to try and resolve the outstanding issue regarding the County Retained Amount prior to the SFRTA Board meeting.

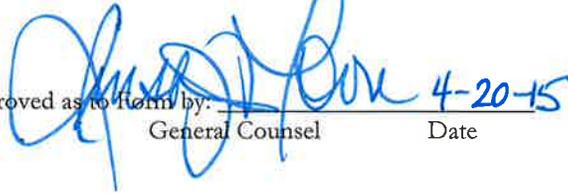
(Continued on page 4)

WAVE FUNDING WITH SFRTA AND BROWARD COUNTY
AND ASSOCIATED DELEGATIONS TO EXECUTIVE DIRECTOR

Recommended by: 
Department Director Date

Approved by: 
Procurement Director Date

Authorized by:  4/20/15
Executive Director Date

Approved as to Form by:  4-20-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Gerry O'Reilly Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No

FUNDING AGREEMENT FOR THE WAVE MODERN STREETCAR PROJECT

This Funding Agreement (the "Agreement") is made and entered into by and between:

BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY;"

and

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

RECITALS

WHEREAS, the Parties to this Agreement entered into The Wave Modern Streetcar Partnership Agreement on April 16, 2013, along with other Partners, as more particularly described in the same agreement (the "Partnership Agreement"); and

WHEREAS, the Partnership Agreement contemplates that any of the Partners may request improvements or Betterments be added to the Project; and

WHEREAS, the Partnership Agreement defines "Betterments" as, "improvements that SFRTA, in its sole discretion, determines to be beyond those required to implement the Project"; and

WHEREAS, SFRTA has previously incorporated a number of items into the Project which were identified by the County, at no additional cost to the County (see Exhibit A); and

WHEREAS, the County has now requested three (3) additional items be added to the Project that SFRTA deems Betterments, as more particularly described herein (the "County Betterments"); and

WHEREAS, due to the cost and schedule impacts associated with the County Betterments, and the current status of the Project, SFRTA has agreed, subject to the terms and conditions stated herein, to add the County Betterments to the Project; and

WHEREAS, both Parties acknowledge and agree that the Federal Transit Administration requires written commitment of all Project funding before it will enter into negotiations (which have to begin no later than May 1, 2015) with SFRTA for the Project's Small Start Grant Agreement needed to complete the Project (the "FTA Requirement"); and

WHEREAS, the Agreement represents the necessary written commitment to fulfill the FTA Requirement;

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

1. **RECITALS.** The truth and accuracy of each of the Recitals set forth above are acknowledged by the Parties and are incorporated herein by reference.
2. **DEFINITIONS.** The definitions in the Agreement shall be the same as those in the Partnership Agreement, unless otherwise explicitly stated herein.
3. **COUNTY BETTERMENTS.**

The County Betterments are:

- A. SCADA/Traction Power Substations ("TPSS")
- B. Advanced Train Control and Communications
- C. Sectionalized-Ready Streetcar Vehicles

The Parties have cooperatively worked with SFRTA's Wave Project Management Consultant ("PMC") to develop the agreed-upon scope of work for the County Betterments in the Project, all more particularly described in Exhibit B (the "Scope of Work").

4. COST OF COUNTY BETTERMENTS.

The Wave PMC developed a not-to-exceed cost estimate (see Exhibit C) of Eleven Million Six Hundred and Thirty Thousand Dollars (\$11, 630,000) for the Scope of Work (the "Not-To-Exceed Amount").

5. COUNTY PAYMENTS.

The County has authorized payment of one-half of the Not-To-Exceed Amount Cost Estimate, totaling Five Million Eight Hundred and Fifteen Thousand Dollars (\$5,815,000), also referred to herein as the "County Share", as follows:

- A. One Million Four Hundred Seventy Six Thousand Nine Hundred and Thirty Nine Dollars (\$1,476,939) which includes all professional services-related Work for the County Betterments (the "Professional Services Funding"), no later than thirty (30) days from final execution of the Agreement; and

B. Four Million Three Hundred Thirty Eight Thousand and Sixty One Dollars (\$4,338,061) paid in full to SFRTA to cover construction-related Work for SCADA and Communications (“Construction Funding”) no later than thirty (30) days following issuance of a Notice to Proceed to the Contractor procured by SFRTA to construct the Project (the “Contractor”) or December 31, 2015, whichever is sooner. SFRTA agrees to notify the County in writing within fifteen (15) days of when it has paid to the Contractor ninety (90%) of the Construction Funding or Three Million Nine Hundred Four Thousand Two Hundred Fifty Four and 90/100 Dollars (\$3,904,254.90).

6. FDOT COMMITMENT AND PAYMENT.

The Florida Department of Transportation (“FDOT”) has agreed, in its April 2, 2015 letter (see Exhibit D) to pay one-half of the Not-To-Exceed Amount Cost Estimate or Five Million Eight Hundred and Fifteen Thousand Dollars (\$5,815,000) of the SFRTA on a reimbursement basis subject to confirmation that a local funding match is available, i.e. the County Payments (the “FDOT Letter”). FDOT shall execute an amendment to its existing Supplemental Joint Participation Agreement with SFRTA under Financial Project Number 421390-4-94-01, Contract Number AR068, no later than August 31, 2015 (the “JPA”). Recognizing the County’s investment in Professional Services Funding of One Million Four Hundred Seventy Six Thousand Nine Hundred and Thirty Nine Dollars (\$1,476,939) will have already occurred; in the event FDOT is unable to fulfill its agreement in whole or in part, the County will work with willing Wave Partners to seek a mutually-agreeable funding solution to cover

the FDOT Share or whatever portion thereof missing from the Not-To-Exceed Amount (“Unfunded Amount”) in an effort to ensure that the Scope of Work is completed. If, after sixty (60) days, the County has not identified and transferred the Unfunded Amount, the Parties acknowledge and agree that SFRTA shall have no obligation to perform any, or the remaining unfunded portion, of the Scope of Work.

7. BREACH.

In the event of a breach of this Agreement, the remedies available in the Partnership Agreement, including but not limited to Section 20, shall control.

8. COST ACCOUNTING.

SFRTA agrees to keep a separate account for the Not-To-Exceed Amount. The County will be afforded rights to review invoices submitted for services performed in furtherance of the Scope of Work for the County Betterments (described in Exhibit B), as well as SFRTA's responses to those invoices. The Parties acknowledge and agree that disputes regarding “cost accounting practices” (“Invoice Disputes”) shall not include any disputes arising with respect to the implementation of the Project, including the County Betterments, where such disputes shall be addressed pursuant to the Partnership Agreement. The Parties agree that in the event of any Invoice Disputes arise prior to Final Acceptance, the objecting party shall inform the other, in writing, of the detailed nature of the Invoice Dispute (the “Notice of Invoice Dispute”). No later than ten (10) days after the non-objecting Party's receipt of the Notice of Invoice Dispute from the objecting Party, the Parties will attempt, in good faith, to

resolve the Invoice Dispute through negotiations between the SFRTA Executive Director or his designee and the Broward County Administrator or her designee. If the Parties cannot amicably settle the Invoice Dispute within thirty (30) days after the non-objecting Party receives the Notice of Invoice Dispute or within another timeframe mutually agreed upon by the Parties negotiations will be terminated and the objecting Party may preserve its right to further dispute resolution by providing the non-objecting Party with a second written Notice of Invoice Dispute describing in detail the nature of the Invoice Dispute. Failure by the objecting Party to file the Notice of Invoice Dispute within sixty (60) days following the date on which negotiations are terminated shall constitute an automatic waiver of the objecting Party's right to pursue the Invoice Dispute. The Parties agree that any dispute resolution process, conducted pursuant to Section 20 of the Partnership Agreement, shall occur no later than sixty (60) days after Final Acceptance. Neither Party shall have any obligation to participate in such dispute resolution process prior to Final Acceptance, except for the process to try and amicably resolve any Invoice Dispute as described in this Section.

Except in the event of an outstanding Invoice Dispute, in the event the value of the completed Work does not equal the Not-To-Exceed Amount, the County shall be reimbursed one-half of the remaining balance of the Not-To-Exceed Amount no later than sixty (60) days following the completion of the Work, i.e. issuance of Final Acceptance, where such remaining balance shall be determined by Generally Accepted Accounting Principles ("GAAP"). In the event of an outstanding Invoice Dispute at the time of Final Acceptance, the Parties agree that any remaining

amounts of the County Share shall be placed in an escrow account by SFRTA pending resolution of the Invoice Dispute.

9. TERM.

The Agreement shall expire upon Final Acceptance of the Project by the County.

10. FULL RESOLUTION.

The Parties acknowledge and agree that this Agreement represents full resolution of all issues regarding the County Betterments and that the County shall not request additional work, and no additional scope of work shall be performed by SFRTA, with respect to the County Betterments, unless mutually agreed upon by the Parties.

11. COOPERATION.

The County and SFRTA shall both make all good faith efforts to meet their obligations under the Agreement.

12. PARTNERSHIP AGREEMENT.

All other terms and conditions of the Partnership Agreement shall remain in full force and effect and shall not be modified by the terms of the Agreement, unless explicitly stated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FUNDING AGREEMENT FOR THE WAVE MODERN STREETCAR PROJECT:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing
by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on
the ____ day of _____, 2015.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
Board of County Commissioners

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

By _____
Mayor

____ day of _____, 2015

Approved by Broward County
Risk Management Division

By _____

Date:

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

By: _____
Angela J. Wallace,
Deputy County Attorney

Date: _____

FUNDING AGREEMENT FOR THE WAVE MODERN STREETCAR PROJECT:
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, through its
GOVERNING BOARD, signing by and through its Chair, authorized to execute same by
Board action on the _____ day of _____, 2015.

SFRTA:

ATTEST:

By: _____

Jack Stephens, Executive Director

_____, CHAIR
Commissioner Bruno Barreiro

____ day of _____, 2015

APPROVED AS TO FORM:

Teresa J. Moore, General Counsel

Exhibit A

Previously Incorporated County Requests

| County Request | Accepted | Notes |
|--|----------|--|
| Broward County 3 rd Avenue Bridge Replacement of the Leaves | Accepted | <ul style="list-style-type: none"> • SFRTA agrees to replace the leaves on County's 3rd Avenue Bridge versus retrofit to increase the useful life from 20 to 75 year useful life. • \$3.5 million costs to be absorbed by the project. |
| Traffic Study for the Northern Loop | Accepted | <ul style="list-style-type: none"> • Traffic Study Methodology accepted at 2/4/2015 meeting. |
| Vehicle Procurement Method | Accepted | <ul style="list-style-type: none"> • Changed from a technically qualified low bid to a request for proposal (RFP) procurement. |
| Conduct Industry Review on Electronic Couplers | Accepted | <ul style="list-style-type: none"> • Industry review was performed August thru November 2014 by vehicle procurement subcontractor LTK. • Summary of responses from the major vehicle manufacturers providing hybrid OCS/battery powered vehicles indicated schedule and cost implications. |
| Interlock for Bridge | Accepted | <ul style="list-style-type: none"> • Bridge will be interlocked. |

Exhibit B

Scope of Work

DRAFT

Exhibit C

Cost Estimate for County Betterments

DRAFT

Exhibit D

FDOT Letter

DRAFT



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

April 2, 2015

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

RE: FDOT Participation for Additional Scope Items – Wave Streetcar Project

Dear Ms. Henry:

We have received and reviewed your request dated March 17, 2015, regarding the Department’s willingness to cost-share in additional scoping items for the capital construction of the Wave Modern Streetcar Project (Wave). We have since received an updated funding request from South Florida Regional Transportation Authority (SFRTA) as depicted in the table below. The complete updated SFRTA estimate is attached to this letter for your reference.

| | Currently Budgeted | Total w/ Professional Services, and Contingency | Upgrade Cost | Prof. Services | | Contingency |
|--|--------------------|--|--------------|----------------|-----------|-------------|
| | | | | PMC | FDC | |
| SCADA/TPSS | \$0 | \$3,603,000 | \$2,200,000 | \$55,000 | \$265,000 | \$1,083,000 |
| Advanced Train Control and Communications | \$470,000 | \$7,977,000 | \$4,915,000 | \$110,000 | \$555,000 | \$2,397,000 |
| Sectionalized Vehicles | \$0 | \$50,000 | \$0 | \$50,000 | \$0 | \$0 |
| Total | \$470,000 | \$11,630,000 | \$7,115,000 | \$215,000 | \$820,000 | \$3,480,000 |

The total amount for which the Department is being asked to contribute is 50% of \$11,630,000 which is supported by information in previous correspondence from both Broward County and SFRTA.

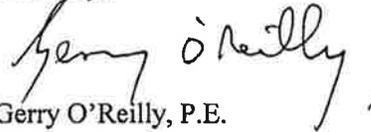
The Department is supportive of the additional scoping items relative to the SCADA/TPSS; Advanced Train & Traffic Control and Communications and the Sectionalized-Ready Vehicles and will fund 50% of the non-federal share up to \$5,815,000 which will increase the Department’s contribution from \$35,745,750 to a maximum limiting amount of \$41,355,150 for the project. The Department will be able to contribute the maximum amount of \$5,815,000 only upon confirmation that a local match is available for the project for these additional scope items.

Ms. Bertha W. Henry
April 1, 2015
Page 2

From a contractual standpoint, the Department will work with SFRTA to supplement the existing Joint Participation Agreement (JPA) reflecting the additional funding participation by the Department. The Department remains committed to the Wave project, and the important economic and transportation benefits it will bring to downtown Fort Lauderdale.

If you have any questions, then please do not hesitate to contact me at (954) 777-4111.

Sincerely,



Gerry O'Reilly, P.E.
District Secretary
District Four

GO/bo

cc: James Cummings, SFRTA Board Member
The Honorable James Scott, SFRTA Board Member
Jack Stephens, Executive Director, SFRTA
Teresa Moore, General Council, SFRTA
Christopher Walton, Director, Broward County Transportation
Patrick Brouard, Director of Rail, Broward County Transportation
Gretchen Cassini, Assistant to the County Administrator
Joni Armstrong Coffey, County Attorney
Evan Lukic, County Auditor

FDOTracker 15-02630



WAVE MODERN STREETCAR

MEMORANDUM

TO: SFRTA

FROM: WAVE PROJECT MANAGEMENT CONSULTANT (PMC)

SUBJECT: UPDATED PMC COST ESTIMATE FOR COUNTY REQUESTS

DATE: MARCH 26, 2015

CC:

In a March 12, 2015 memorandum, the Wave Project Management Consultant (PMC) documented cost estimates addressing requests made by Broward County (County) in its February 27, 2015 letter entitled "Wave Rail Project System Specifications". In a meeting on March 13, 2015, SFRTA and Broward County agreed to revise the cost estimate to include three main County requests: SCADA/TPSS, Advanced Train Control and Communications, and Sectionalized Vehicles for Phase 2. The following memorandum presents an updated cost estimate in **Attachment 1** (Cost Estimate), and summarized in the table below.

Table 1 – Summary Costs of County Requests

| | Currently Budgeted | Total w/ Professional Services, and Contingency | Upgrade Cost | Prof. Services | | Contingency |
|--|--------------------|--|--------------|----------------|-----------|-------------|
| | | | | PMC | FDC | |
| SCADA/TPSS | \$0 | \$3,603,000 | \$2,200,000 | \$55,000 | \$265,000 | \$1,083,000 |
| Advanced Train Control and Communications | \$470,000 | \$7,977,000 | \$4,915,000 | \$110,000 | \$555,000 | \$2,397,000 |
| Sectionalized Vehicles | \$0 | \$50,000 | \$0 | \$50,000 | \$0 | \$0 |
| Total | \$470,000 | \$11,630,000 | \$7,115,000 | \$215,000 | \$820,000 | \$3,480,000 |

The first column in **Table 1** above identifies that \$470,000 is included in the current Wave project budget for specific communications elements, as discussed in previous SFRTA board meetings. The remainder of **Table 1** presents the rough order of magnitude estimate of incremental costs for items requested by the County as reflected in the more detailed spreadsheet in **Attachment 1**, including contingencies, color coded to illustrate the allocation of costs to each of the three cost categories (orange for SCADA/TPSS, purple for Advanced Train Control and Communications, and blue for Sectionalized Vehicles.). **Attachment 2** presents documentation of FTA Guidance (July 2011) on recommended contingencies by estimating stage.

Attachment 1

| STANDARD COST CATEGORY | UNIT PRICE (INCL. MATERIALS & LABOR) | UNITS | Notes | Quantity | UNITS | Total Cost | Additional Scope (Y/N) | Upgrade Cost |
|--|--------------------------------------|-------|---|----------|-------|-----------------|------------------------|---------------------------------------|
| TRAIN CONTROL AND COM NODE | | | | | | | | |
| TWC Cabinet and Equipment | \$ 35,000.00 | EA | 7 #1 special movements and 6 2 loop alignment | 33 | EA | \$ 455,000.00 | Y | \$ 455,000.00 |
| TWC Loops | \$ 5,000.00 | EA | 2 loops per Cabinet | 36 | EA | \$ 180,000.00 | Y | \$ 180,000.00 |
| Intersection | \$ 250,000.00 | EA | Rail Special Track Work Not Inc. Located at Los Olivos / NE 3rd | 1 | EA | \$ 250,000.00 | N | |
| Enrol/Line/VMSF Interlock | \$ 250,000.00 | EA | Rail Special Track Work Not Inc. Located at S. Andrews and 17th and Existing VMSF | 2 | EA | \$ 500,000.00 | Y | \$ 500,000.00 |
| Track Switch Interlock | \$ 120,000.00 | EA | Rail Special Track Work Not Inc. Located at 6th Street | 1 | EA | \$ 120,000.00 | Y | \$ 120,000.00 |
| Bridge Interlock & Control Station | \$ 300,000.00 | EA | Control at Bridge House and Interlock with bridge operations | 1 | EA | \$ 300,000.00 | N | |
| Video on Alignment | \$ 8,000.00 | EA | Interlock Locations Only with 2 camera per interlock | 8 | EA | \$ 64,000.00 | Y | \$ 64,000.00 |
| Network Video Recorder | \$ 15,000.00 | EA | | 4 | EA | \$ 60,000.00 | Y | \$ 60,000.00 |
| Communication Node | \$ 40,000.00 | EA | | 4 | EA | \$ 160,000.00 | Y | \$ 160,000.00 |
| STATIONS | | | | | | | | |
| Public Address (PA) | \$ 10,000.00 | EA | | 15 | EA | \$ 150,000.00 | Y | \$ 150,000.00 |
| Passenger Information System Upgrade | \$ 15,000.00 | EA | The differential cost only | 15 | EA | \$ 225,000.00 | Y | \$ 225,000.00 |
| Passenger Assistance Telephone | \$ 5,000.00 | EA | | 15 | EA | \$ 75,000.00 | Y | \$ 75,000.00 |
| CCTV | \$ 8,000.00 | EA | Single PTZ | 13 | EA | \$ 104,000.00 | Y | \$ 104,000.00 |
| Ticket Vending Machine/ Payment Verification (TVM-PV) | \$ 16,000.00 | EA | Single TVM unit | 15 | EA | \$ 240,000.00 | N | |
| Communication Cabinet w/ Network | \$ 25,000.00 | EA | | 15 | EA | \$ 375,000.00 | Y | \$ 375,000.00 |
| Communications I/O Connection to Overall System | \$ 10,000.00 | EA | | 15 | EA | \$ 150,000.00 | Y | \$ 150,000.00 |
| OPERATIONS CONTROL CENTER | | | | | | | | |
| GPS Master Time Source | \$ 8,000.00 | EA | | 1 | EA | \$ 8,000.00 | Y | \$ 8,000.00 |
| PA/PIS SERVER | \$ 35,000.00 | EA | | 1 | EA | \$ 35,000.00 | Y | \$ 35,000.00 |
| AVL SERVER (BY OTHER) | \$ 35,000.00 | EA | Place Holder Amount | 1 | EA | \$ 35,000.00 | N | |
| IP Telephone PBX system | \$ 30,000.00 | EA | | 3 | EA | \$ 90,000.00 | Y | \$ 90,000.00 |
| Voice Logging Recorders | \$ 30,000.00 | EA | | 1 | EA | \$ 30,000.00 | N | |
| Communication Transmission System (CTS) Interface | \$ 120,000.00 | EA | | 1 | EA | \$ 120,000.00 | Y | \$ 120,000.00 |
| Video | \$ 60,000.00 | EA | | 1 | EA | \$ 60,000.00 | Y | \$ 60,000.00 |
| Radio Communication | \$ 100,000.00 | EA | Place Holder Amount | | | | | |
| Workstations | \$ 35,000.00 | EA | 2 added to Scope | 4 | EA | \$ 140,000.00 | Y | \$ 70,000.00 |
| Integrated Control/ Network Management/ Software | \$ 300,000.00 | EA | | 1 | EA | \$ 300,000.00 | Y | \$ 300,000.00 |
| Intrusion Alarm | \$ 5,000.00 | EA | | 4 | EA | \$ 20,000.00 | N | |
| TPSS | | | | | | | | \$ 168,000.00 |
| Communications I/O Connection to Overall System | \$ 10,000.00 | EA | | 4 | EA | \$ 40,000.00 | Y | \$ 40,000.00 |
| VDP Phone | \$ 2,000.00 | EA | | 4 | EA | \$ 8,000.00 | Y | \$ 8,000.00 |
| Network Switch | \$ 20,000.00 | EA | | 4 | EA | \$ 80,000.00 | Y | \$ 80,000.00 |
| Intrusion Alarm | \$ 5,000.00 | EA | | 4 | EA | \$ 20,000.00 | N | |
| Fire Alarm | \$ 8,000.00 | EA | | 4 | EA | \$ 32,000.00 | N | |
| Transfer Trip | \$ 10,000.00 | EA | | 4 | EA | \$ 40,000.00 | Y | \$ 40,000.00 |
| Communication Transmission System (CTS) and Infrastructure | | | | | | | | |
| 144 Strand Fiber Optic Cable (includes all splicing, enclosures, terminations, etc.) | \$ 20 | LF | | 21000 | LF | \$ 420,000.00 | Y | \$ 420,000.00 |
| Portion of Submarine Ductbank | \$ 250,000.00 | LF | 25% of Total Ductbank Cost | 1 | LF | \$ 250,000.00 | Y | \$ 250,000.00 |
| Ductbank/HH 4-2 inch direct burial | \$ 50 | LF | | 21000 | LF | \$ 1,050,000.00 | Y | \$ 1,050,000.00 |
| Misc Conduit and Cable / Fiber (Estimate 30 location w/ 200 ft total run =50/ft) | \$ 300,000.00 | LS | | 1 | LS | \$ 300,000.00 | Y | \$ 300,000.00 |
| Final Design @ 12% | | | | | | | | |
| PMC Oversight (20% of Above Design Fee) | | | | | | | | \$ 650,000.00 |
| Grand Total | | | | | | | | ROUNDED TOTAL: \$ 6,200,000.00 |

| STANDARD COST CATEGORY | UNIT PRICE (INCL. MATERIALS & LABOR) | UNITS | Notes | Quantity | UNITS | Total Cost | Additional Scope (Y/N) | Upgrade Cost |
|--|--------------------------------------|-------|--------------|----------|-------|---------------|------------------------|---------------------------------------|
| TRAIN and Traffic Signal Upgrades | | | | | | | | |
| 144 Strand Fiber Optic Cable (includes all splicing, enclosures, terminations, etc.) | \$ 20 | LF | | 8000 | LF | \$ 160,000.00 | Y | \$ 160,000.00 |
| Train Signal Heads | \$ 5,000.00 | EA | | 33 | EA | \$ 165,000.00 | Y | \$ 165,000.00 |
| TWC Mini-Block Controllers | \$ 20,000.00 | EA | | 4 | EA | \$ 80,000.00 | Y | \$ 80,000.00 |
| Illuminated Back Lit Signs | \$ 5,000.00 | EA | | 12 | EA | \$ 60,000.00 | Y | \$ 60,000.00 |
| Traffic Controller and Cabinet Replacement | \$ 60,000.00 | EA | by Kittleson | 5 | EA | \$ 300,000.00 | Y | \$ 300,000.00 |
| Fiber Terminations, switch and patch panel | \$ 10,000.00 | EA | by Kittleson | 8 | EA | \$ 80,000.00 | Y | \$ 80,000.00 |
| Full Traffic Signal Construction: cabinet, poles, mast arms, detection, signal head, signs | \$ 150,000.00 | EA | by Kittleson | 4 | EA | \$ 600,000.00 | Y | \$ 600,000.00 |
| Traffic Signal SOP Plans | \$ 23,000.00 | EA | by Kittleson | 4 | EA | \$ 92,000.00 | Y | \$ 92,000.00 |
| Concept of Operations Development and Intersection Simulation Testing | \$ 175,000.00 | LS | by Kittleson | 1 | LS | \$ 175,000.00 | Y | \$ 175,000.00 |
| Final Design @ 10% | | | | | | | | |
| PMC Oversight (20% of Above Design Fee) | | | | | | | | \$ 176,000.00 |
| Grand Total | | | | | | | | ROUNDED TOTAL: \$ 1,900,000.00 |

| STANDARD COST CATEGORY | UNIT PRICE (INCL. MATERIALS & LABOR) | UNITS | Notes | Quantity | UNITS | Total Cost | Additional Scope (Y/N) | Upgrade Cost |
|---|--------------------------------------|-------|-------|----------|-------|------------|------------------------|------------------------------------|
| Sectonized Vehicles | | | | | | | | |
| Material Costs of Phase 2 Vehicle | \$ - | EA | | 5 | EA | \$ - | Y | \$ - |
| Vehicle Engineering Efforts | \$ - | LS | | 1 | LS | \$ - | Y | \$ - |
| LTK Engineering Support (Lump Sum) | | | | | | | | |
| PMC Oversight (20% of Above Design Fee) | | | | | | | | \$ 25,000.00 |
| Grand Total | | | | | | | | ROUNDED TOTAL: \$ 50,000.00 |

| | |
|---------------------------|-----------------|
| Total w/o Contingency | \$ 8,110,000.00 |
| Total w/ 4.7% Contingency | \$ 8,511,350.00 |

*contingency not applied to sectonized vehicles engineering and oversight

Attachment 2

Table A-1. Recommended Contingency by Estimating Stage

| Estimate Stage | Probable Accuracy ¹ | Design Stage | Purpose | Information Available | Estimate Methods | Contingency Guideline |
|---------------------------------|--------------------------------|---------------------------------|--|--|---|-----------------------|
| Order of Magnitude (conceptual) | 50% - 30% | Preliminary | Evaluation of projects or alternatives | 100-scale alignment, facility descriptions, sketches, study reports | Parametric – Cost of a similar facility is adjusted to represent the new facility. Includes costing by SF, LF, or CF. Model – A typical design is used to develop quantities and costs for elements. | 30% or higher |
| Preliminary (budget) | 15% - 30% | Preliminary Design Report (25%) | Establish Control Budget | 40-scale alignment, facility descriptions, sketches, study reports, cross sections, profiles, elevations, geotechnical data, staging plans, schedule, definition of temporary work | Quantity development of major commodities, pricing by database, manuals, quotes, bid results, or experience which may be adjusted for the conditions of the specific package. Rough estimates or allowances developed for immeasurable items. | 25% - 30% |
| Definitive | 15% - 5% | 75% to 100% complete | Detailed Control Budget, Cost Control, and Reporting | Progress Plans and Specifications, working construction schedule | Takeoff of quantities from plans, representative pricing by database, manuals, quotes, bid results, or experience adjusted for the conditions of the specific package. Crewed approach to labor and equipment, percent approach to general conditions, overhead and profit, contingency and escalation. Some allowances carried for immeasurable items. | 15% - 20% |
| Detailed (engineer's estimate) | ± 5% | PS&E | Check Estimate for Bids, Commit Funds | Complete Plans and Specifications for Bidding, Detailed Construction Schedule, Contract Terms and Conditions | Detailed takeoff of all measurable items, detailed review of specifications, detailed pricing including price quotes, crewed approach to labor and equipment, detailed estimate of general conditions, overhead & profit, and escalation. Consideration of construction schedule, work restrictions, shift requirements, and risk. | 10% - 15% |

¹ Probable Accuracy as stated by the Association for the Advancement of Cost Engineering International (AACE)

Exhibit B – Scope of Work

This Exhibit serves to describe the sub-components of the main County Requests: SCADA/TPSS, Advanced Train & Traffic Control and Communications, and Sectionalized-Ready Vehicles.

Acronym Definitions:

| | |
|---------------|--|
| I/O | Input and Output |
| IP PBX | Internet Protocol Private Branch Exchange (telephone systems for interoffice and field communications) |
| IPV | Internet Protocol Video |
| NVR | Network Video Recorders (with capability of 72 hour video storage before overwrite) |
| OCC | Operations Control Center |
| PAS | Public Address System |
| PAT | Passenger Assistance Telephone |
| PIS | Passenger Information System |
| SCADA | Supervisory Control and Data Acquisition |
| TPSS | Traction Power Substation |
| TWC | Train to Wayside Communication |
| VMSF | Vehicle Maintenance and Storage Facility |

A.) SCADA/TPSS

1.) **Traction Power Substations** will be connected to the overall the SCADA Duct Bank and monitored and controlled at the OCC. This includes transfer trip protection as well as remote shut-off from the OCC. It is assumed that there are a total of 4 TPSS for the entire Wave project.

- *Communications I/O Connection to Duct Bank* (connection via SCADA Duct Bank to the OCC)
- *VOIP Phone* (Included as part of each Traction Power Sub-Station for secure communications using the SCADA Duct Bank)
- *Network Switch* (Provides remote control of TPSS through the SCADA Duct Bank)

- *Transfer Trip* (working over the SCADA Duct Bank)

2.) **Supervisory Control and Data Acquisition (SCADA) Duct Bank:** is the main infrastructural component of the overall SCADA system that will be “incorporated with the systems civil design to interconnect with the OCC”. The following systems will be integrated with the OCC via this Duct Bank: “traction power substations (including intrusion detection), signal/communications equipment houses and cases, and fire/life safety equipment”.

- *144 Strand Fiber Optic Cable* (inclusive of splicing, enclosures, terminations, etc.)
- *Portion of Submarine Duct Bank* (expanding the scope of the previously planned directional bore cable to accommodate the additional conduit from the SCADA Duct Bank)
- *Concrete Encased Duct Bank* (4 - 2 inch direct burial)
- *Miscellaneous Conduit and Fiber* (feeding from trunk line to TPSS and other communications equipment)

B.) Advanced Train & Traffic Control and Communications

1.) **Train Control** requests cover all areas related to train only movements. This includes “interlocking protection at all control points for trains leaving the maintenance facility”. Additionally a “Train to Wayside Communications (TWC) system” will be provided and “the traffic signal controller will communicate with the guideway proximity loops.”

- *Train to Wayside Controller Cabinets and Equipment* (much like a traffic signal controller cabinet – this equipment will monitor the guideway loops and communicate via the SCADA Duct Bank).
- *Train to Wayside Loops* (the actual in-slab loop that will transmit data from vehicle to TWC equipment including “check-in” and “check-out” signals)
- *End of Line/VMSF Interlock* Interlock for Non-Revenue Track between southernmost station and maintenance facility will control the switches in this segment to prevent the possibility of two trains traveling in the same track in opposite directions
- *Track Switch Interlock* Controls the crossover on S 6th Street to prevent the possibility of two trains traveling in the same track in opposite directions
- *Video on Alignment* - 2 cameras per switch and 4 switches for 8 total cameras to monitor turnout operations
- *Network Video Recorder* - Inside communication node signal house
- *Communication Node* (used as a cabinet for video recording equipment and potential support of other communication equipment interacting with the SCADA Duct Bank)

2.) Traffic Signal Upgrades are being upgraded to allow for the future incorporation of signal priority and preemption along the Wave alignment. It would also add “twelve-inch bar signals mounted both near-side and far-side to provide redundancy and improve visibility for the Wave operator” at all intersections – not just those with special streetcar movements/signal phases. Broward County Traffic Engineering Department does not currently have a fiber optic duct bank on the portion of the Wave alignment south of the New River - these requests would provide it.

- *144 Strand Fiber Optic Cable* (Specifically for traffic signals south of the New River inclusive of splicing, enclosures, terminations, etc.)
- *Train Signal Heads* (at each intersection)
- *TWC Mid-block Controllers* (Controller for communications equipment not located at intersections)
- *Illuminated Back Lit Signs* (Special warning signs for Wave Streetcar movements)
- *Traffic Controller and Cabinet Replacement* (Intersections south of the New River will require new traffic controllers and cabinets to accommodate fiber optics)
- *Fiber Termination, Switch and Patch Panel* (laterals from trunk line)
- *Full Traffic Signal Construction: cabinet, poles, mast arms, detection, signal head, signs* (New signals will be required based on County requests)
- *Traffic Signal SOP Plans* (Standard operations plans at intersections with special streetcar movements)
- *Concept of Operations and Intersection Simulation Testing* (Concept of operations engineering work for the entire Wave Streetcar alignment)

3.) Stations Communications will include “Public Address and Passenger Information Systems” and “Passenger Assistance Telephone”. “Internet Protocol Video (IPV) HD camera system for station platforms, to include NVRs, color HD PTZ (pan, tilt, zoom) cameras, remote monitoring capabilities, and recording equipment”. All of this equipment will be configured to be incorporated to communicate through the SCADA Duct Bank and will be controlled and monitored at the Operations Control Center (OCC). It is assumed that there are a total of 15 station stop locations for the entire Wave project.

- *Public Address (PA) System* (each station will include “Amplifier-driven loudspeakers”... “will be multi zoned so announcements can be differentiated between directional platforms” and “software application will allow messages to be sent to an individual station, a group of stations, or all stations from an OCC” multi zone and directional shall only be used at center platforms and/or shared usage platforms)

- *Passenger Information System Upgrade* (Double-sided PIS “installed in compliance with ADA/TAS requirements” with “amber strobe light integrated into the display when an emergency message is being displayed”)
- *Passenger Assistance Telephone (PAT)* (IP configurable, push-to-talk phone, which calls the Operations Control Center and is recorded)
- *CCTV* (IPV as described above and protected from environment and vandalism)
- *Communications Cabinet* (NVRs at intermediate locations that will collect and record video for 72 hours)
- *Communications I/O Connection to SCADA Duct Bank* (connection of all above equipment to the OCC)

4.) **Operations Control Center** will allow for monitoring and control of Train Control components, public address and public information equipment, TPSS and all other elements connected to the SCADA Duct Bank.

- *GPS Master Time Source* (Sets all network clocks to synchronized time)
- *PAS/PIS Server* (Server for the control of the PA/PIS as well as recording of 30 days of audio from all incoming and outgoing circuits)
- *IP PBX Telephone System* (Telephone systems for incoming PAT calls and operations and maintenance calls from TPSS)
- *SCADA Duct Bank Interface* (Physical connection from Duct Bank to OCC)
- *Video Monitoring System* (Video monitoring of maintenance facility yard, stations and switches)
- *Workstations* (“Multiple graphic displays at three (3) workstations”)
- *Integrated Control/Network Management Software* (All required software and hardware to monitor and control information in conjunction with all integrated systems)

C.) Sectionalized-Ready Vehicles

The PMC utilizing its sub-contractor LTK, will provide an updated Vehicle Technical Specification and corresponding Contract Documents to provide Sectionalized-Ready Vehicles.

The Wave PMC has developed a not-to-exceed cost estimate table (see Exhibit C) of Eleven Million Six Hundred and Thirty Thousand Dollars (\$11.630 Million Dollars) for the above Scope of Work (the “Not-To-Exceed Amount”).

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015

AGENDA ITEM REPORT

Consent Regular

FISCAL YEAR 2014-2015 CAPITAL BUDGET AMENDMENT NO. 1

REQUESTED ACTION:

MOTION TO APPROVE:

Amendment No. 1 to the South Florida Regional Transportation Authority (SFRTA) FY 2014-2015 Capital Budget to increase the Budget by \$300,000 for Veolia Transportation Maintenance and Infrastructure (VTMI) to provide flagging services on the South Florida Rail Corridor (SFRC) for ongoing and planned projects by the SFRTA and the Florida Department of Transportation (FDOT).

SUMMARY EXPLANATION AND BACKGROUND:

FDOT District IV will provide the funding for flagging services on the SFRC pursuant to the Amended SFRC – Railroad Reimbursement Agreement Watchman or Flagging Services and Emergency Services between SFRTA and FDOT dated March 27, 2015. The SFRTA FY 2014-15 Capital Budget is proposed to be amended accordingly. The \$300,000 represents that portion of the estimated annual amount of \$1.5 million in flagging services that VTMI will be providing within the current fiscal year. Staff recommends approval of the budget amendment.

Department: Finance
Project Manager: Elizabeth Walter-Ebersole

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

FISCAL IMPACT: The FY 2014-2015 Capital Budget will increase by \$300,000.00 bringing the total to \$93,995,214.00.

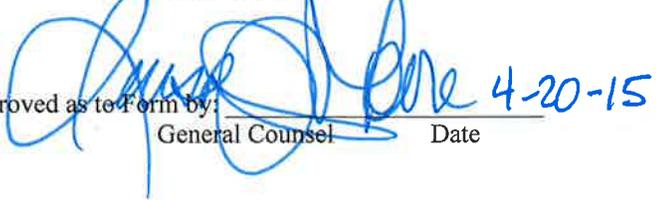
EXHIBITS ATTACHED: [Exhibit 1: New Flagging Project](#)
 [Exhibit 2: Capital Projects Budget and Five-Year Plan](#)

FISCAL YEAR 2014-2015 CAPITAL BUDGET AMENDMENT NO. 1

Recommended by:  4/20/15
Department Director Date

Approved by:  4/20/15
Contracts Director Date

Authorized by:  4/20/15
Executive Director Date

Approved as to Form by:  4-20-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No
Gerry O'Reilly, P.E. Yes No



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2014-2015
CAPITAL PROJECTS BUDGET AND FIVE YEAR PLAN

| | PRIOR ALLOCATION | FY 2014-15 CAPITAL BUDGET | FIVE YEAR PLAN | | | | | TOTAL |
|--|---------------------|---------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------------|
| | | | FY 15-16 PROJECTED | FY 16-17 PROJECTED | FY 17-18 PROJECTED | FY 18-19 PROJECTED | FY 19-20 PROJECTED | |
| Project Support/Administration | 6,602,786 | 1,100,000 | 1,100,000 | 1,100,000 | 1,100,000 | 1,100,000 | 1,100,000 | 13,202,786 |
| Computer/Office Equipment/Software | 705,000 | 617,674 | | 500,000 | | | 200,000 | 2,022,674 |
| New Rolling Stock (Rotem Cars) | 45,719,000 | | | | | | | 45,719,000 |
| Decolostat | 1,092,000 | | | | | | | 1,092,000 |
| 79th Street Station | 364,000 | 3,409,921 | 1,250,000 | 1,250,000 | | | | 6,273,921 |
| Planning & Capital Development | 7,525,000 | 1,100,000 | 1,100,000 | | 1,100,000 | 1,100,000 | | 11,925,000 |
| Hialeah Yard Improvements | 930,000 | 100,000 | | 100,000 | | 200,000 | 100,000 | 1,430,000 |
| Passenger Information System | 5,256,450 | | 1,500,000 | | | | | 6,756,450 |
| Add Passenger Wi-Fi to Fleet | 547,091 | | | | | | | 547,091 |
| Non-Revenue Fleet Vehicles | 1,608,292 | 100,000 | 100,000 | | 100,000 | 100,000 | | 2,008,292 |
| West Palm Beach Intermodal | 1,995,420 | | | | | | | 1,995,420 |
| Pompano Beach/Delray Beach Sta Improve | 18,346,556 | | | | | | | 18,346,556 |
| General Engineering Consultants | 4,130,635 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 10,130,635 |
| Rail Yard Repairs | 233,987 | 100,000 | | 100,000 | | 100,000 | | 533,987 |
| New Locomotives | 61,242,893 | | | | | | | 61,242,893 |
| Coach Wraps & Cameras | 1,900,000 | | | | | | | 1,900,000 |
| Hialeah Yard Electric Rewiring | 1,474,000 | | | | | | | 1,474,000 |
| Locomotive Spare Parts | 659,000 | 300,000 | 243,000 | 500,000 | 168,000 | 468,000 | 500,000 | 2,838,000 |
| Lower Door Control | 110,000 | | | | | | | 110,000 |
| Passenger Emergency Intercom | 825,000 | | | | | | | 825,000 |
| Transit Oriented Development (TOD II) | 1,175,000 | | 225,000 | | 300,000 | | 300,000 | 2,000,000 |
| Heavy Station Maintenance/Construction | 1,303,782 | | | 300,000 | | | 100,000 | 1,703,782 |
| Station Beautification | 429,123 | 130,000 | 130,000 | 130,000 | 130,000 | 130,000 | 130,000 | 1,209,123 |
| Opa Locka Parking Lot Improvements | 2,313,612 | | | | | | | 2,313,612 |
| Northern Layover Facility | 1,500,000 | 2,550,000 | | 13,065,944 | 7,000,000 | 12,034,056 | | 36,150,000 |
| WAVE | 82,052,707 | 55,627,293 | 4,920,000 | | | | | 142,600,000 |
| Broward Mobility Hub | 800,000 | | 3,500,000 | | | | | 4,300,000 |
| Station Improvements | 759,674 | 190,326 | 100,000 | | 100,000 | 100,000 | | 1,250,000 |
| Miami River Intermodal Center (MR-MICCI) | 1,800,000 | 2,400,000 | | 15,000,000 | 12,000,000 | | | 31,200,000 |
| Positive Train Control | 4,696,000 | | | | | | | 4,696,000 |
| Preventive Maintenance | 33,545,028 | 16,902,000 | 18,002,000 | 18,002,000 | 18,002,000 | 17,902,000 | 18,002,000 | 140,357,028 |
| New TOD Station | - | | | 2,500,000 | | 1,000,000 | 1,600,000 | 5,100,000 |
| Cypress Creek Mobility Hub | 800,000 | | | | 7,000,000 | | | 7,800,000 |
| Passenger Car Spare Parts | 4,760,000 | | | | | | | 4,760,000 |
| Wayfinding | 569,216 | | | | | | | 569,216 |
| MIC TVMs & Networking | 3,319,452 | 868,000 | | 268,000 | | | 568,000 | 5,023,452 |
| SFOMA Transition | 1,400,000 | 800,000 | | | | | | 2,200,000 |
| Northwood & Iris Crossovers | - | 2,500,000 | | | | | | 2,500,000 |
| Mold Mitlgation | 223,000 | | | | | | | 223,000 |
| Operations Center | 12,055,694 | | 15,000,000 | | | | | 27,055,694 |
| Dispatch Center | 10,831,109 | | | | | | | 10,831,109 |
| Flagging Services | - | 300,000 | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 | 6,300,000 |
| Transfer to Operating | - | 1,400,000 | 1,430,000 | 1,900,000 | 870,000 | 1,400,000 | 1,400,000 | 8,400,000 |
| Debt Service | - | 2,500,000 | 2,500,000 | 3,860,000 | 1,140,000 | 2,500,000 | 2,500,000 | 15,000,000 |
| County Gas Tax Funds Unallocated | - | - | 1,330,000 | - | - | 2,910,000 | 2,510,000 | 6,750,000 |
| Total Capital Fund allocation by Project: | 325,600,507 | 93,995,214 | 54,630,000 | 60,775,944 | 51,210,000 | 43,244,056 | 31,210,000 | 660,665,721 |

Total Prior Year Funds Expended **87,349,808**

Remaining Prior Year Funds **238,250,699**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015

AGENDA ITEM REPORT

Information Item Presentation

SMOKING POLICY FOR TRI-RAIL STATION PLATFORMS AND E-CIGARETTES

SUMMARY EXPLANATION AND BACKGROUND:

Smoking Policy for Tri-Rail Platforms

SFRTA currently complies with the Florida Clean Indoor Air Act (the “Act”) (Fla. Stat. §386.201 et seq.) as it applies on station platforms. The Act prohibits smoking in “enclosed indoor workplaces.” The Florida Department of Health, the enforcement agency for the Act, considers certain areas on station platforms to meet the statutory definition of “enclosed indoor workplaces,” including ticket vending machines areas, areas outside ticket kiosk windows and elevator lobbies. SFRTA has posted signs at stations advising passengers of the “No Smoking” areas (“Current No Smoking Areas”). Because the location of the “No Smoking” areas is open to interpretation in some cases, enforcement can present challenges. SFRTA continues to receive requests from the public to impose a total ban on smoking on train platforms. Staff has not recommended a total ban on smoking on platforms in the past because the Florida Attorney General’s Office opined in 2005 that, by adoption of the Act, the State has pre-empted local authorities from regulating smoking “outdoors.”

However, in recent discussions with the Florida Department of Health, Department staff advised, that, in order to support Florida’s Tobacco Free Florida initiative, the Department encourages the adoption of “no smoking” policies for outdoor public spaces, including beaches and parks, while noting that the Act cannot be cited as the basis for those policies.¹

(Continued on Page 2)

EXHIBITS ATTACHED: NONE

¹ The Tobacco Free Florida program was established in 2007 after Florida’s voters in November 2006 overwhelmingly approved a state constitutional amendment, Article X, Section 27, that called for establishing a comprehensive tobacco education and use prevention program using a percentage of the state’s tobacco settlement fund.

SMOKING POLICY FOR TRI-RAIL STATION PLATFORMS AND E-CIGARETTES

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Based on the Department of Health's interpretation of the Florida Clean Indoor Air Act and Florida's Tobacco Free Florida initiative, the Legal Department now is of the opinion that the SFRTA Board may regulate smoking on Tri-Rail station platforms beyond what is required by the Florida Clean Indoor Air Act. In accordance with SFRTA's statutory power "to establish and determine the policies necessary for the best interest of the operation and promotion of a transit system," (Fla. Stat. §343.54(1)(b)), the Board could consider three possible alternatives: 1) implement a total No Smoking Policy on station platforms, including entrances (stairways, walkways); 2) designate a Smoking, Only area on station platforms; or 3) take no action, in which case SFRTA's security contractor will continue to enforce, to the extent possible, no smoking in the Current No Smoking Areas. Staff is recommending that any of these options include a ban of e-cigarettes (see below).

Ban of Electronic or E-Cigarettes

SFRTA currently bans smoking onboard Tri-Rail trains and, as explained above, in some enclosed areas at Tri-Rail stations. The Florida Clean Indoor Air Act defines "smoking" to mean "...inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product." (Fla. Stat. §386.203(10)). Based on the Department of Health's position stated above, that SFRTA can expand its nonsmoking policy beyond that of the Florida Clean Indoor Air Act, Staff is recommending that the onboard smoking ban be expanded to include e-cigarettes, as there have been a number of passenger requests to do so.

In addition, as stated above, Staff recommends that the Tri-Rail station smoking policy adopted by the Board include a ban of e-cigarettes.

The recommended definition for e-cigarettes is, "a device used to simulate the experience of smoking, having a cartridge with a heater that vaporizes liquid nicotine instead of burning tobacco."

SMOKING POLICY FOR TRI-RAIL STATION PLATFORMS AND E-CIGARETTES

Recommended by: [Signature] Department Director Date _____ Approved by: [Signature] Procurement Director Date _____

Authorized by: [Signature] Executive Director Date 4/16/15 Approved as to Form by: [Signature] General Counsel Date 4-16-15

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015
AGENDA ITEM REPORT

Information Item Presentation

FLORIDA TRANSPORTATION PLAN AND
STRATEGIC INTERMODAL SYSTEM POLICY PLAN – 2015 UPDATES

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) is updating two (2) statewide transportation plans that establish policy for the future of transportation in Florida: the Florida Transportation Plan (FTP) and the Strategic Intermodal System (SIS) Policy Plan.

- The long-range FTP sets the stage for the future of air, space, water, rail, road and bicycle/pedestrian transportation and transit, and is used by FDOT and Metropolitan Planning Organizations, local governments, Regional Planning Councils, and other partners.
- The SIS Policy Plan establishes policies to guide discussions about designations and funding for the state's most strategic transportation facilities. SIS facilities are the primary means for moving people and freight between Florida's diverse regions, and to other states and nations.
- The visioning step for both plan updates included a statewide summit and regional workshops where alternative futures for transportation in Florida were considered. The policy elements of the two plans will draw upon themes and issues that emerged from the visioning step.
- The plans' updates are being guided by a 35-member steering committee which has formed four advisory groups addressing Infrastructure and Growth Leadership, Innovation and Economic Development, Quality of Life/Quality Places, and the SIS.

FDOT is seeking active participation from local, regional, and state partners and the public in updating the two plans, including through opportunities to comment on www.FloridaTransportationPlan.com. Regional workshops focused on the development of policy elements of the two plans will be held at various locations in Florida, including Southeast Florida, during Summer 2015. At the SFRTA Governing Board meeting, FDOT will give a brief presentation on the plan updates.

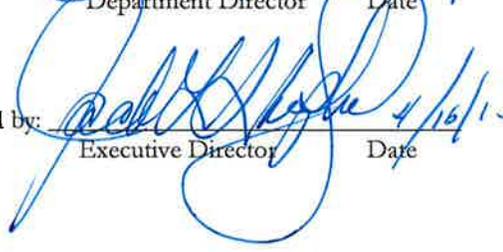
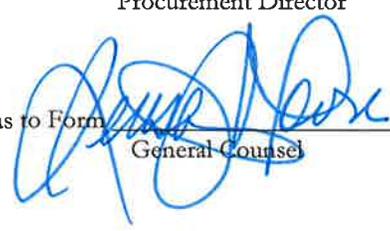
Department: Planning & Capital Development
Project Manager: Joseph Quinty, AICP

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

EXHIBITS ATTACHED: Exhibit 1- FTP & SIS Update Presentation

FLORIDA TRANSPORTATION PLAN AND
STRATEGIC INTERMODAL SYSTEM POLICY PLAN – 2015 UPDATES

Recommended by:  4/16/15 Approved  _____
Department Director Date Procurement Director Date

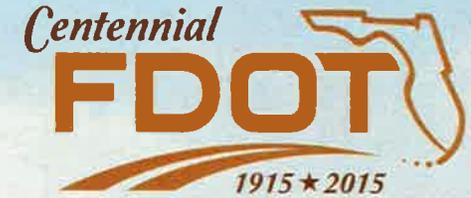
Authorized by:  4/16/15 Approved as to Form  4-16-15
Executive Director Date General Counsel Date



Florida Transportation Plan



Strategic Intermodal System



Florida Transportation Plan and Strategic Intermodal System Policy Plan Updates

An Overview

presented to

South Florida Regional Transportation Authority

presented by

**Lois Bush, Florida Department of Transportation
District 4**

April 24, 2015

What is the Florida Transportation Plan?

- Florida's long range transportation plan
- A plan for all of Florida
- Provides policy guidance for all transportation partners
- Provides policy framework for expenditure of state and federal transportation funds



What is the Strategic Intermodal System Policy Plan?

- Florida's policies and guidance for planning and implementing Florida's Strategic Intermodal System
 - » Designation criteria
 - » Needs assessment
 - » Prioritization process
 - » Finance strategy
- Developed by FDOT in consultation with statewide, regional and local partners



Adopted January 29, 2010

prepared by
The Florida Department of Transportation
in cooperation with its transportation partners



Originally adopted January 20, 2005. Revised July 20, 2008

Florida's Strategic Intermodal System (SIS)

Southeast Florida – Broward County



SIS atlas

Airports & Spaceports

SIS Airport

Seaports

SIS Seaport

Passenger Terminals

SIS Passenger Terminal

Emerging SIS Passenger Terminal

Freight Rail Terminals

SIS Freight Rail Terminal

Emerging SIS Freight Rail Terminal

Highway

SIS Highway Corridor

Emerging SIS Highway Corridor

SIS Highway Connector

Military Access Facility

Urban Fixed Guideway Transit

Transit Hub

Transit Station

Rail

SIS Railway Corridor

Emerging SIS Railway Corridor

SIS Railway Connector

Waterways

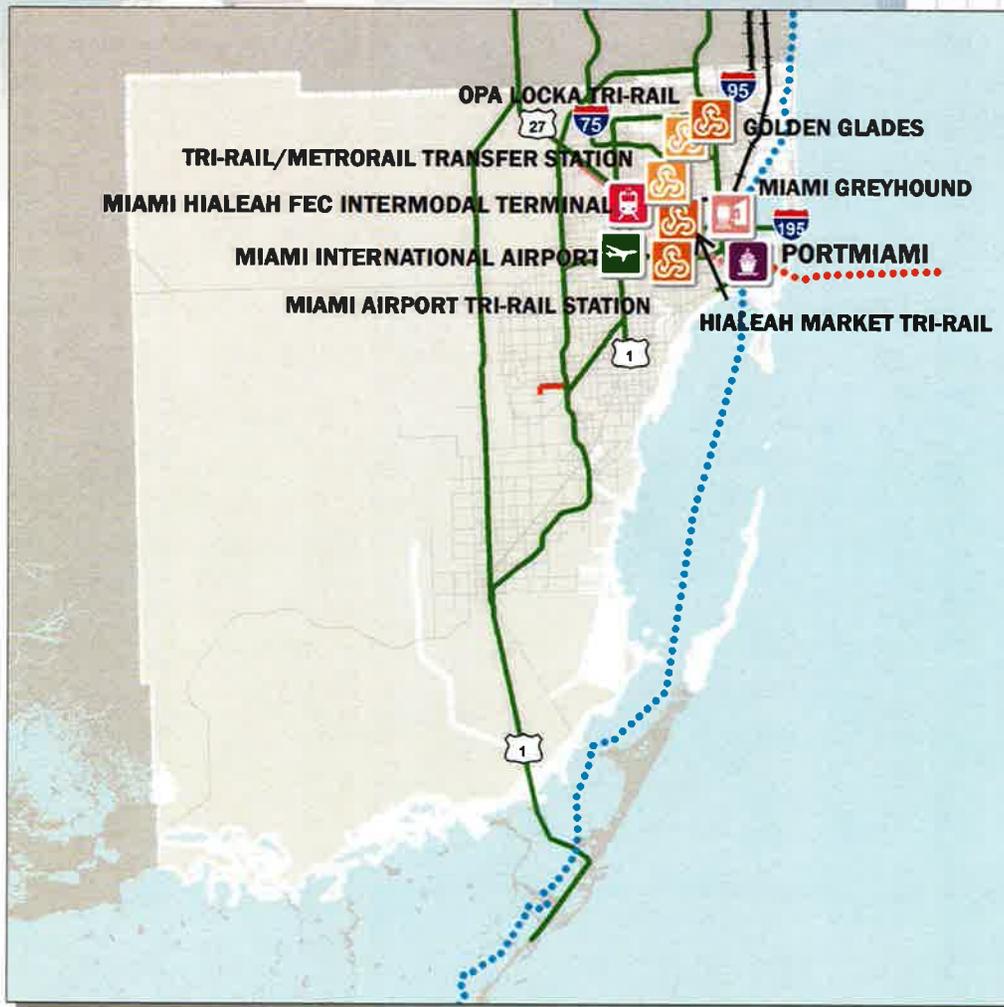
SIS Waterway

Emerging SIS Waterway

SIS Waterway Connector

Florida's Strategic Intermodal System (SIS)

Southeast Florida – Miami-Dade County



SIS atlas

| | |
|---|---|
| <p>Airports & Spaceports</p> <p> SIS Airport</p> | <p>Seaports</p> <p> SIS Seaport</p> |
| <p>Passenger Terminals</p> <p> SIS Passenger Terminal</p> <p> Emerging SIS Passenger Terminal</p> | <p>Freight Rail Terminals</p> <p> SIS Freight Rail Terminal</p> <p> Emerging SIS Freight Rail Terminal</p> |
| <p>Highway</p> <p> SIS Highway Corridor</p> <p> Emerging SIS Highway Corridor</p> <p> SIS Highway Connector</p> <p> Military Access Facility</p> | <p>Urban Fixed Guideway Transit</p> <p> Transit Hub</p> <p> Transit Station</p> |
| <p>Rail</p> <p> SIS Railway Corridor</p> <p> Emerging SIS Railway Corridor</p> <p> SIS Railway Connector</p> | <p>Waterways</p> <p> SIS Waterway</p> <p> Emerging SIS Waterway</p> <p> SIS Waterway Connector</p> |

Statewide Transportation Plans and Programs

FLORIDA TRANSPORTATION PLAN

Strategic Intermodal System (SIS) Policy Plan

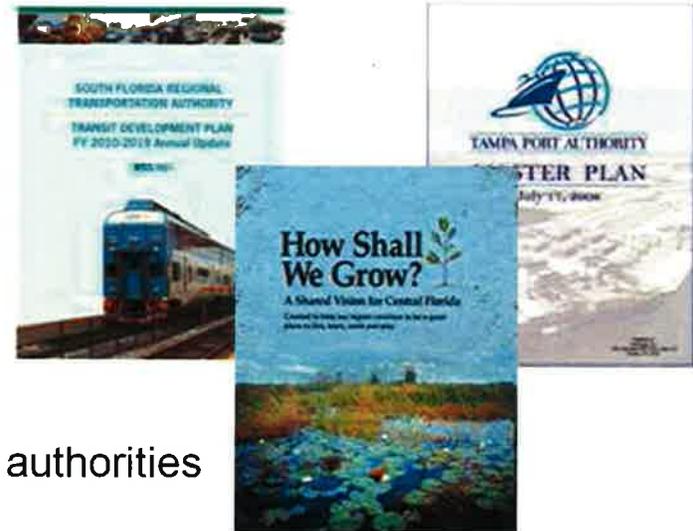
Modal and Other Systems Plans

| HIGHWAY | RAIL | SEAPORT | AIR/SPACE | FREIGHT | Non-Auto |
|---|--|--|--|---|--|
| <ul style="list-style-type: none">• SIS Highway Component• Strategic Highway Safety Plan | <ul style="list-style-type: none">• Rail System Plan | <ul style="list-style-type: none">• Seaport and Waterway System Plan | <ul style="list-style-type: none">• Aviation System Plan• Spaceport System Plan | <ul style="list-style-type: none">• Freight Mobility & Trade Plan | <ul style="list-style-type: none">• Transit Programs• Bicycle & Pedestrian Programs |

Passenger and Freight Mobility

Related Partner Efforts

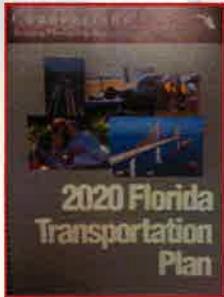
- **Metropolitan Planning Organizations (MPOs)**
 - » Long Range Transportation Plans
- **State Agency Plans/Initiatives**
 - » DEO, DEP, Enterprise Florida, Space Florida, etc.
- **Local Governments**
 - » Comprehensive Plans, etc.
- **Regional Planning Councils**
 - » Strategic Regional Policy Plans
- **Modal Partners**
 - » Transit, expressway, seaport, airport and other authorities
- **Regional and Community Visions**



Why Do the FTP and SIS Policy Plan Matter?

- **FTP establishes state's transportation vision and strategies to**
 - » Meet the needs of a growing population
 - » Help make our economy more competitive
 - » Help improve our quality of life and environment
 - » Address emerging issues
- **SIS Policy Plan defines objectives for the state's high-priority transportation network**

Prior Florida Transportation Plans Have Reshaped Florida



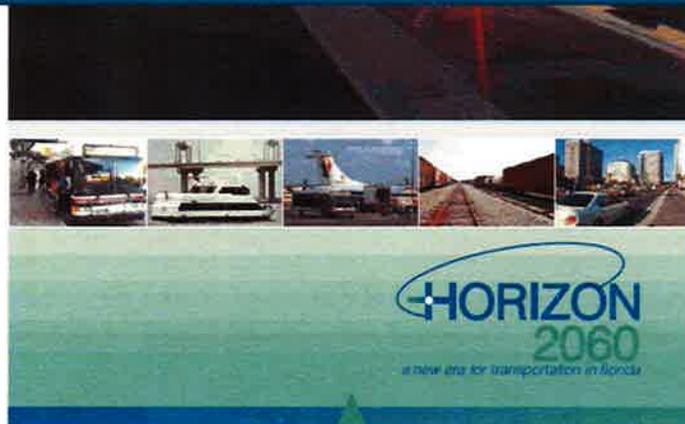
- **2020 FTP (2000)**
 - » Creation of Strategic Intermodal System
- **2025 FTP (2005)**
 - » Emphasis on regional visioning and collaboration
- **2060 FTP (2010)**
 - » Alignment with Florida Strategic Plan for Economic Development
 - » Proactive investments in trade and logistics; Freight Mobility and Trade Plan
 - » Emphasis on maximizing use of existing facilities including managed lane projects in major urban areas
 - » Future Corridor Planning Process

Looking Ahead: Statewide Plan Updates



Florida's Strategic Intermodal System Strategic Plan

Both to be updated by end of 2015



Adopted

Adopted January 29, 2010

prepared by

The Florida Department of Transportation

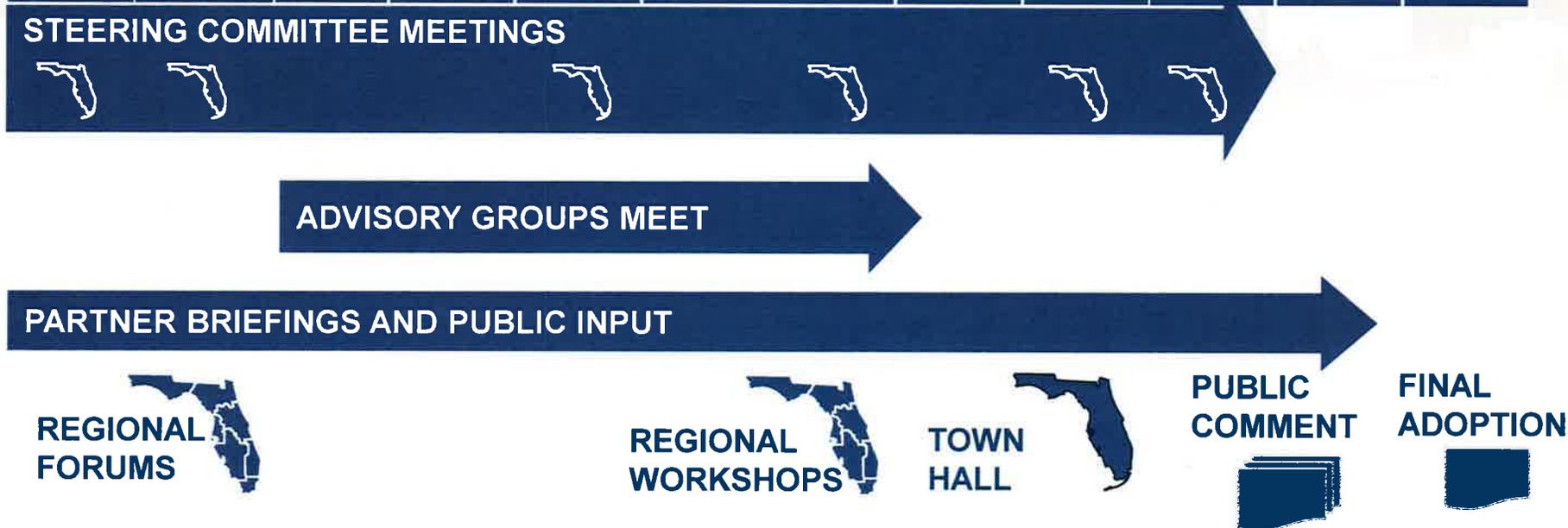
In cooperation with its transportation partners



Originally adopted January 20, 2005. Revised July 20, 2008

FTP and SIS Policy Plan Updates: Schedule

| Issues Identification | | Potential Policies and Strategies | | | | | Recommendations | | | Adoption | |
|-----------------------|-----|-----------------------------------|-----|-----|-----|-----|-----------------|-----|-----|----------|-----|
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |



Steering Committee

- **FDOT**
 - » Rich Biter (Chair)
 - » Paul Steinman
- **State agencies**
 - » CareerSource Florida, Andra Cornelius
 - » Enterprise Florida, Cori Henderson
 - » DEO, Karl Blischke
 - » DEO, Bill Killingsworth
 - » DEP, Chris Stahl
 - » DHSMV, Troy Thompson
 - » Florida Transportation Commission, Ken Wright
 - » Visit Florida, Will Seccombe
- **Regional and local governments**
 - » MPO Advisory Council, Susan Haynie (Vice Chair)
 - » MPO Advisory Council, Jim Wood
 - » Association of Counties, Doug Smith
 - » League of Cities, Matthew Surrency
 - » Regional Councils Association, Pat Steed
 - » Small County Coalition, Karson Turner

Steering Committee

- **Modal partners**

- » Florida Airports Council, Michael Stewart
- » Florida Commission for Transportation Disadvantaged, Steve Holmes
- » Florida Ports Council, John Walsh
- » Florida Public Transportation Commission, Karen Diegl
- » Florida Railroad Association, Bob O'Malley
- » Florida Trucking Association, Tisha Keller

- **Modal partners**

- » Rails to Trails Conservancy, Ken Bryan
- » Space Florida, Mark Bontrager
- » TEAM Florida, Jim Ely

- **Transportation industry**

- » Florida Transportation Builders Association, Bob Burleson
- » Floridians for Better Transportation, Matt Ubben

Steering Committee

- **Business and economic development partners**
 - » Florida Chamber of Commerce, Alice Ancona
 - » Florida Council of 100, Susan Pareigis
 - » Urban Land Institute Florida, Sam Poole
- **Military and defense**
 - » Florida Defense Alliance, Rocky McPherson
- **Citizen groups**
 - » AARP Florida, Laura Cantwell
- **Community and environmental partners**
 - » 1000 Friends of Florida, Charles Pattison
 - » The Nature Conservancy, Janet Bowman
- **Federal partners**
 - » FHWA, James Christian

Advisory Group Structure



Transportation Visioning Regional Forum

Southeast Florida



- » Technology
- » Connectivity
- » Sustainability
- » Community development
- » Regional collaboration



Key Themes – Transportation Visioning

| Theme | Summit | Steering Comm. Mtg 1 | Sebring | Tampa | Delray Beach | Jax | Fort Walton Beach |
|------------------------|--------|----------------------|---------|-------|--------------|-----|-------------------|
| Technology | | | | | | | |
| Efficiency | | | | | | | |
| Choices | | | | | | | |
| Connectivity | | | | | | | |
| Quality of Life | | | | | | | |
| Safety | | | | | | | |
| Funding/Investment | | | | | | | |
| Economic Development | | | | | | | |
| Community Development | | | | | | | |
| Resilience | | | | | | | |
| Maintenance | | | | | | | |
| Sustainability | | | | | | | |
| Regional Collaboration | | | | | | | |

Partner and Public Involvement

Activities Planned

- **June regional workshops – FTP policy**
- **August regional workshops – SIS policy**
- **August statewide town hall meeting**
- **Fall public comment period on draft plans**

More Information & Comments



HOME SUMMIT REGIONAL FORUMS ALTERNATIVE FUTURES STEERING COMMITTEE ADVISORY GROUPS FTP SIS POLICY PLAN RESOURCES **COMMENTS**

Review Our Previous Plans

Florida Transportation Plan

SIS Strategic Plan



About Us

The Florida Department of Transportation (FDOT) is updating the Florida Transportation Plan (FTP) and the Strategic Intermodal System (SIS) Policy Plan. The FTP defines Florida's future transportation vision and identifies goals, objectives, and strategies to accomplish that vision. The FTP is the statewide long-range transportation plan for all of Florida. The SIS Policy Plan identifies policies for planning and implementing Florida's Strategic Intermodal System, the statewide high-priority network of transportation facilities critical to Florida's economic competitiveness.

Recent News

To guide the update process of the FTP and SIS Plan, FDOT has assembled a Steering Committee. The Steering Committee will provide recommendations to FDOT about the FTP and SIS Policy Plan based on the Committee members' expertise; input from other statewide, regional, and local partners; and supporting technical analysis. The Steering Committee has met twice to discuss the update of the FTP and SIS Policy Plan. Click here for more information about the [Steering Committee](#). Click here to review the [materials](#) that were provided to and discussed by the Steering Committee.

Upcoming Events

Florida Transportation Plan



A Look at Today: Florida's Transportation System



FTP SIS

FloridaTransportationPlan.com

www.FloridaTransportationPlan.com

Lois Bush

Planning and Environmental Management Office

Florida Department of Transportation - District 4

lois.bush@dot.state.fl.us

(954) 777-4654

Lisa Colmenares, AICP

Intermodal Systems Development Office

Florida Department of Transportation - District 6

lisa.colmenares@dot.state.fl.us

(305) 470-5386

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 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 significant new economic development opportunities and extensive mobility benefits.

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

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

Since the last TRCL update, provided to the SFRTA Governing Board on March 27, 2015, various project activities have taken place. These include: TRCL presentations and committee meetings; coordination meetings between staff of FDOT, SFRTA, and other partner agencies; and technical coordination meetings, conference calls and meetings between representatives of AAF, FDOT and SFRTA.

(Continued on Page 2)

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

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

EXHIBITS ATTACHED: [Exhibit 1- TRCL Project Update Presentation](#)
 [Exhibit 2- Presentation to City of Miami Commission \(3/26/15\)](#)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

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

AAF/TRCL Operations Coordination Teleconferences – 3/25, 4/8 and 4/22

AAF/FECR/FDOT/SFRTA Infrastructure Coordination Meetings – 3/26 and 4/14

Town Hall Meeting Hosted by (City of Miami) Commissioner Keon Hardemon – 4/2

Presentation to SFRTA Planning Technical Advisory Committee (PTAC) – 4/15

Presentation to Conference of Minority Transportation Officials (COMTO) – 4/15

Presentation to Miami-Dade County Transportation & Aviation Committee – 4/15

With the pending start of the TRCL Project Development (PD) phase, activities as part of the official TRCL project committee structure will be increasing in the coming weeks. The following is a summary of the TRCL committee schedule and activities:

Executive Steering Committee:

The next meeting of the Executive Steering Committee is scheduled for April 29, 2015.

Public Involvement/Outreach Sub-Committee:

The next meeting of the Public Involvement/Outreach (PI/O) Sub-committee is scheduled for July 14, 2015.

Financial Sub-Committee:

The next meeting of the Financial Sub-committee is scheduled for June 17, 2015.

Technical Sub-Committee:

The next meeting of the Technical Sub-committee is scheduled for May 27, 2015. Key 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). Extensive coordination and review of information and data associated with the Downtown Miami Link has been a focus in recent months. **Tri-Rail**

Downtown Miami Link:

A time sensitive opportunity exists to gain access into the planned Downtown Miami Rail Station for AAF. AAF has offered to add two additional tracks in their station designed specifically for Tri-Rail Service. In return, AAF will allow access on the FECR into this station via the Iris/Little River connection between the South Florida Rail Corridor and downtown Miami. These station improvements, along with corridor upgrades to support passenger rail, will cost approximately \$68 Million to be paid by the public sector. SFRTA is 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 between SFRTA, AAF and potentially FDOT were the subject of a meeting held on February 18, 2015 with SFRTA, represented by Commissioner Abrams and staff.

(Continued on Page 3)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

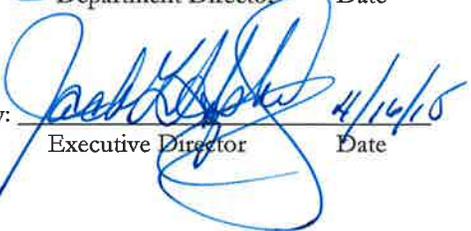
SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Preliminary discussions with the FTA suggest its general support and agreement to clear the project through the NEPA process. SFRTA has also coordinated with FDOT and has mutually agreed that SFRTA will lead the NEPA process for the Downtown Miami Link service in close coordination with FDOT and the overall TRCL project team.

At the February and March 2015 meetings of the SFRTA Governing Board, Commissioner Abrams and Executive Director Stephens provided status report updates that noted progress being made for various facets of the Tri-Rail Downtown Miami Link. In February, the Governing Board took action to develop a resolution of support for FDOT's funding of the Tri-Rail Downtown Miami Link, noting the project's importance and being a unique public-private-partnership opportunity. At that meeting, Commissioner Abrams also announced an agreed-upon \$1 million access fee (one-time payment) with AAF and FECR for a perpetual public commuter rail easement for the segment of the FEC Corridor between the Iris rail connection and Downtown Miami as part of the ongoing negotiations with the parties. In March, Executive Director Stephens described the actions and discussions at recent City and County meetings that have occurred as part of numerous briefings with elected officials. Coordination and discussions with elected officials and numerous agencies regarding funding details for the Tri-Rail Downtown Miami Link are ongoing.

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

Recommended by:  4/16/15 Approved: 
Department Director Date Procurement Director Date

Authorized by:  4/14/15 Approved as to Form:  4-16-15
Executive Director Date General Counsel Date

Tri-Rail Coastal Link

Broward Metropolitan Planning Organization
Florida Department of Transportation
Miami-Dade Metropolitan Planning Organization
Palm Beach Metropolitan Planning Organization
Southeast Florida Transportation Council
South Florida Regional Planning Council
South Florida Regional Transportation Authority
Treasure Coast Regional Planning Council



Tri-Rail Coastal Link Project Update

Presented to:

SFRTA Governing Board

April 24, 2015

Getting Southeast Florida to Work





Recent Meetings & Coordination Activities



- Coordination with multiple parties on agreements and funding framework for Tri-Rail Downtown Miami Link
- Tri-Rail Downtown Miami Link/Coastal Link presentations
 - City of Miami Commission – 3/26
 - SEFTC Board – 4/10
 - Miami-Dade County Transportation & Aviation Committee – 4/15
 - SFRTA PTAC – 4/15
 - COMTO Fort Lauderdale Chapter – 4/15
 - Federal Transit Administration – 4/16
- Technical coordination with AAF and FECR
 - Operations Coordination conference calls – 4/8 & 4/22
 - Infrastructure Coordination meetings – 3/26 & 4/14

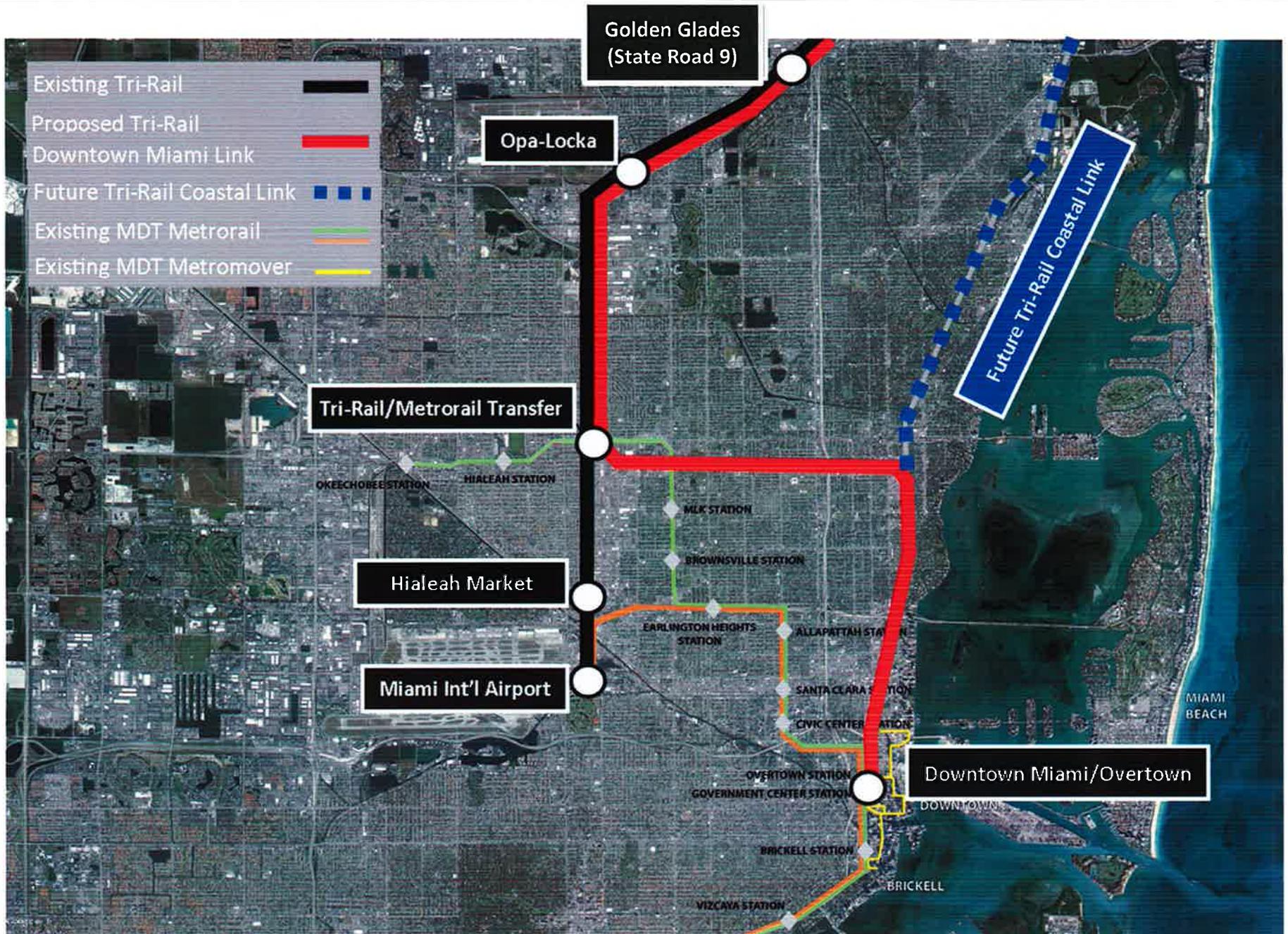
Tri-Rail

Downtown Miami Link

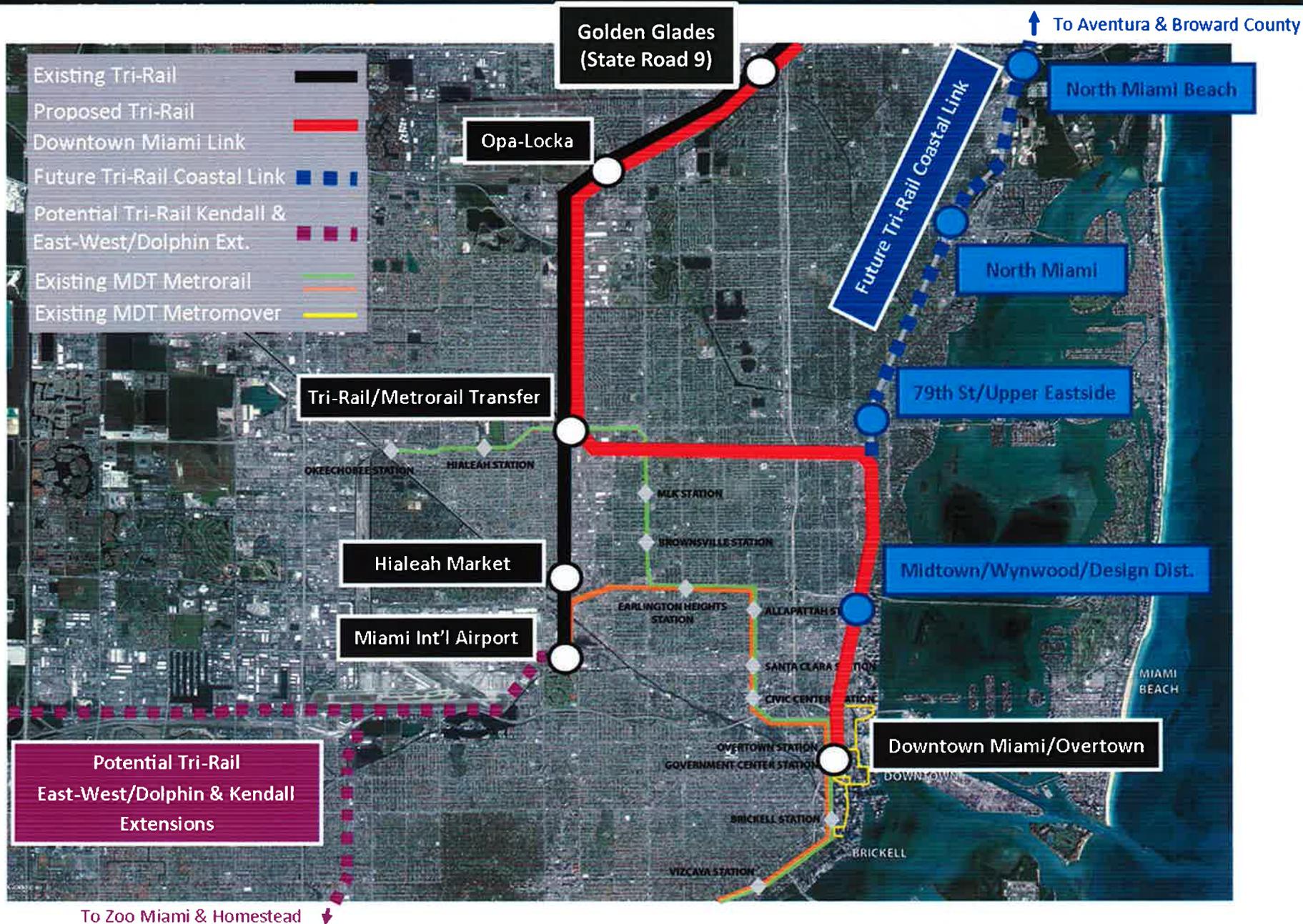
- Unique public-private partnership opportunity
- New service with 26 direct trains per weekday between Downtown Miami and all points north on the existing Tri-Rail system
- Fast implementation with service as early as Dec 2016
 - Same as All Aboard Florida
- Discussions now taking place with elected officials and various agencies



Tri-Rail Downtown Miami Link Route

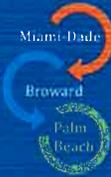


Tri-Rail Downtown Miami Link and Other Rail Expansion Opportunities



Tri-Rail Coastal Link

Getting Southeast Florida To Work



For additional information, please visit us at...

www.Tri-RailCoastalLink.com



Exhibit 2



NOV. 18, 2011

Tri-Rail

Downtown Miami Link

City of Miami
March 26, 2015





Tri-Rail Milestones

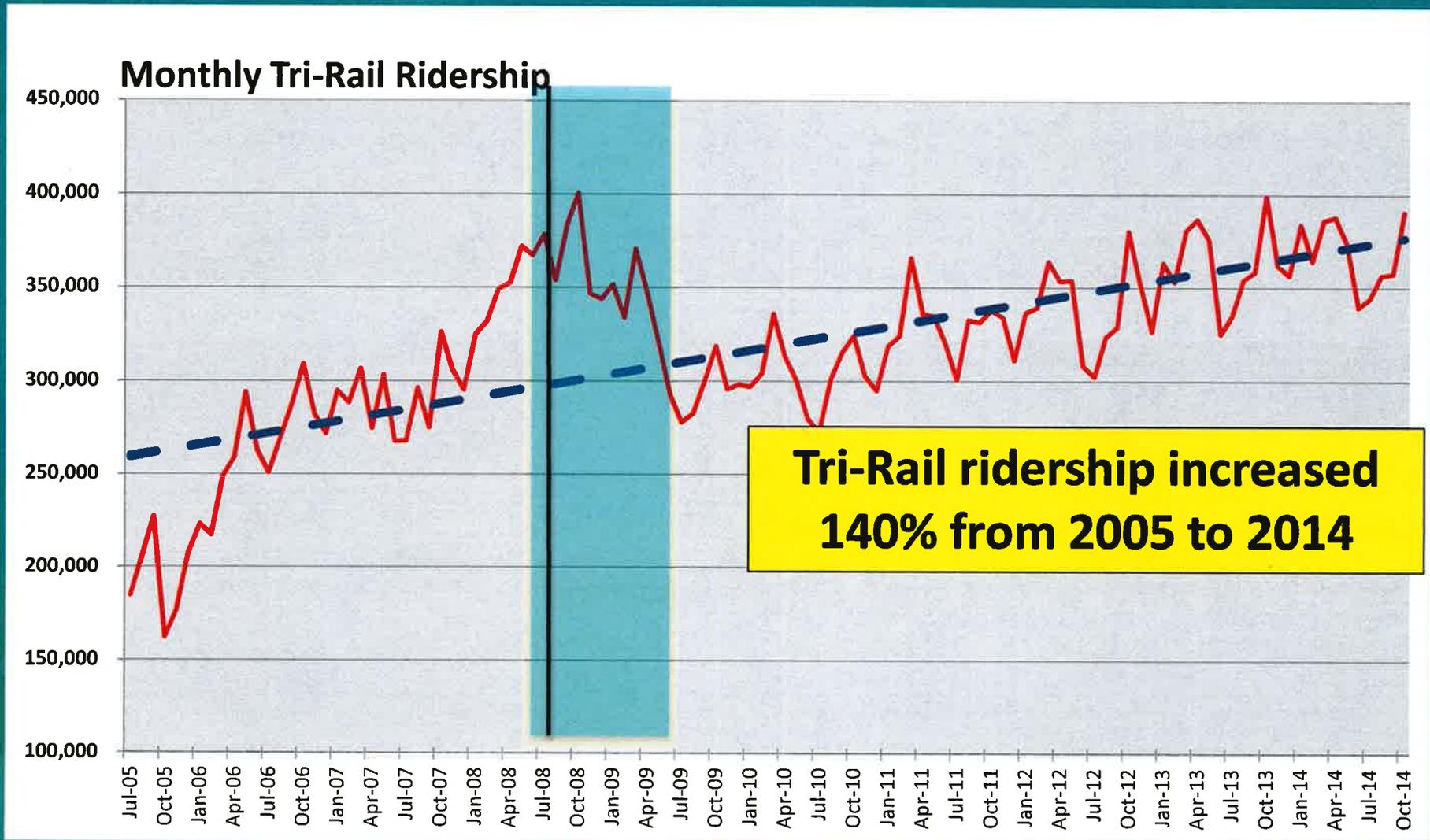
- Service began Jan 9, 1989
- Double-tracking completed in 2006
 - Allowed for reliable and more frequent service
- 4 million annual boardings for first time in 2008
- 70+ million passengers carried to date
- Modernization efforts and upgrades ongoing

Current Tri-Rail Service



- 72 mile system
- 17 (soon to be 18) stations
- 50 trains per weekday
 - Peak- 20 & 30 minutes
 - Off Peak- 60 minutes
- Hourly weekend service since March 2013
- Growing and changing ridership patterns

Tri-Rail Ridership Growth



Ridership Trends

- Significant changes identified in recent onboard survey:
 - Slightly more northbound riders in AM than southbound
 - Boca Raton & Metrorail Transfer are busiest weekday stations
 - Increase in passengers age 16-24
 - Greater use of bicycles and shuttle buses to/from stations



Boca Raton station during PM rush hour



Meeting the Expectations of Millennials

- Dedicated bicycle railcars
- Wi-Fi
 - Onboard
 - At stations
- Real-time information
 - Smartphone app
 - Website
 - At stations

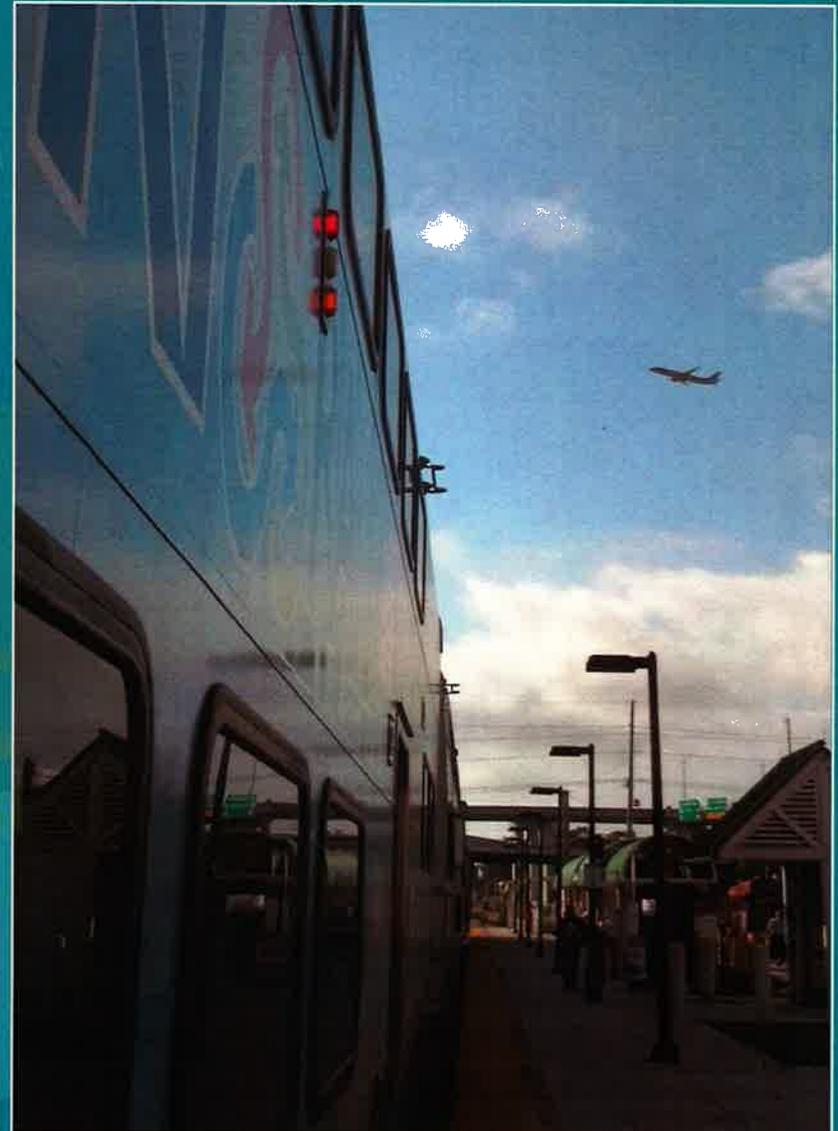


Bike car now in use on
Altamonte Commuter Express (ACE)
system in California



Current Tri-Rail Markets

- Inter-county travel
- Airports
- Suburban employment centers and office parks
- Colleges & universities
- Magnet schools
- Major downtowns
 - Via connecting transit
- Primarily choice riders
 - 1/3 transit dependent



Tri-Rail Coastal Link

Getting Southeast Florida to Work



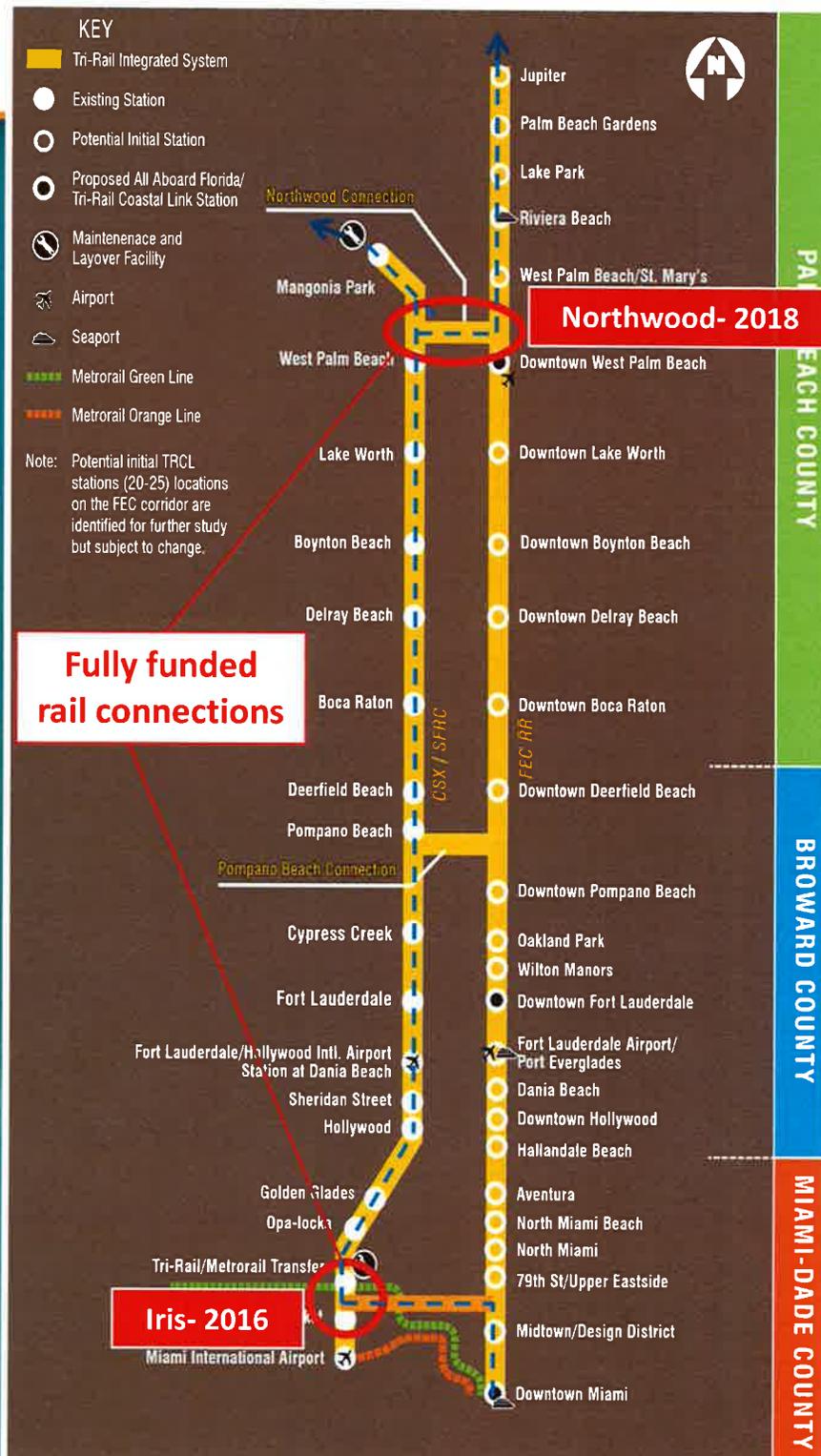
- 80+ miles of new commuter rail service on FEC Railway corridor
 - Downtown Miami to Jupiter
 - Fully integrated expansion of Tri-Rail
- 20 to 25 new stations linking dozens of municipalities and major destinations
- Will share existing and new tracks with FEC freight and the planned All Aboard Florida (AAF) inter-city service
 - Three co-located stations with AAF
- Strong ridership potential
- Extensive economic development
- Projected opening in FY 2020-21

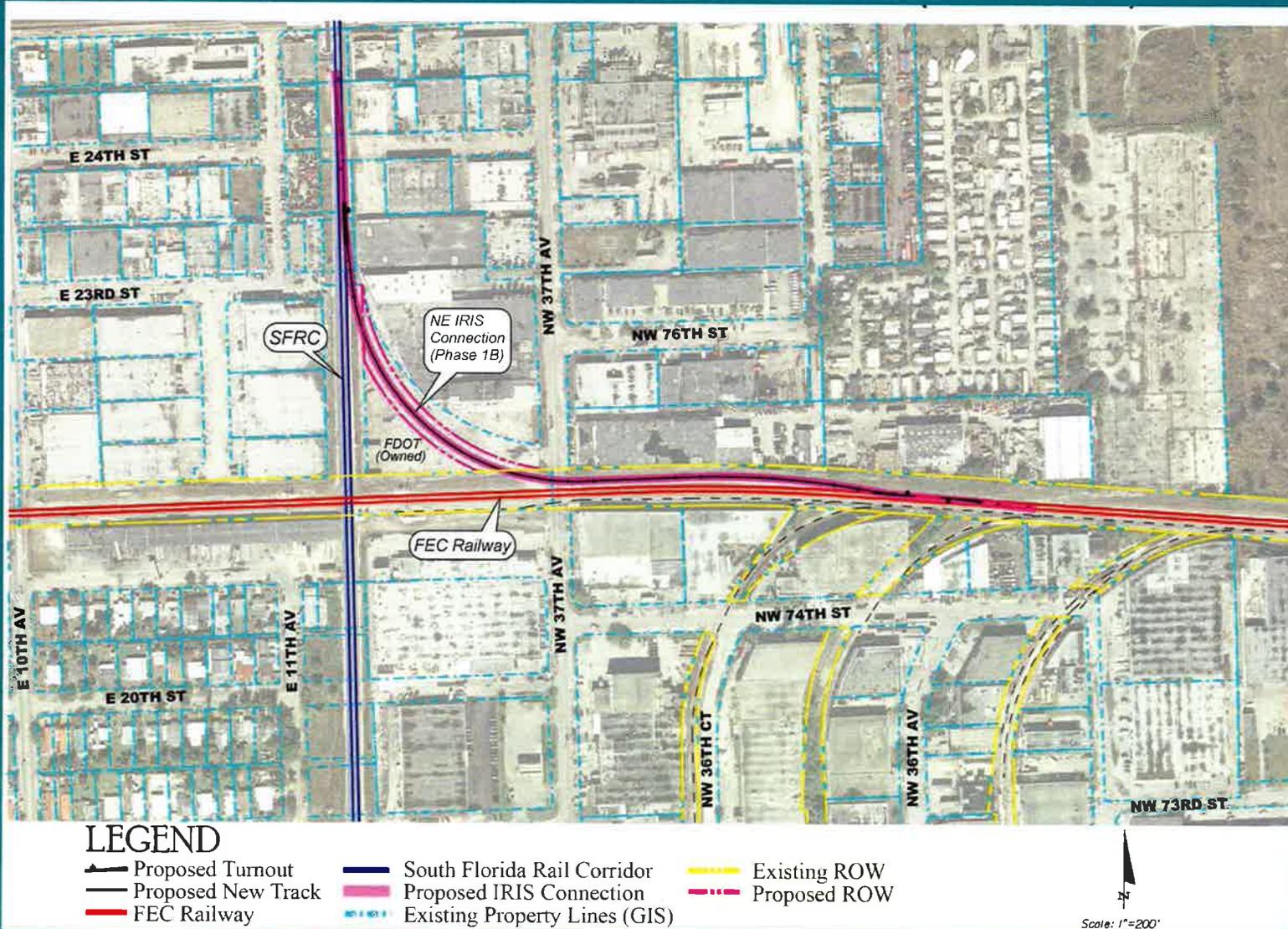




CSX-FEC Rail Connections

- Key east-west rail connections between Tri-Rail/CSX & FEC
 - Allow for an integrated freight & passenger rail network
- USDOT TIGER V grant award
 - Multi-agency public-private partnership
 - \$47.2 M total cost
 - TIGER- \$13.7 M
 - FDOT- \$29 M
 - CSX- \$1 M
 - FEC- \$1 M
 - SFRTA- \$2.5 M
 - Opens opportunities for near-term Tri-Rail expansion





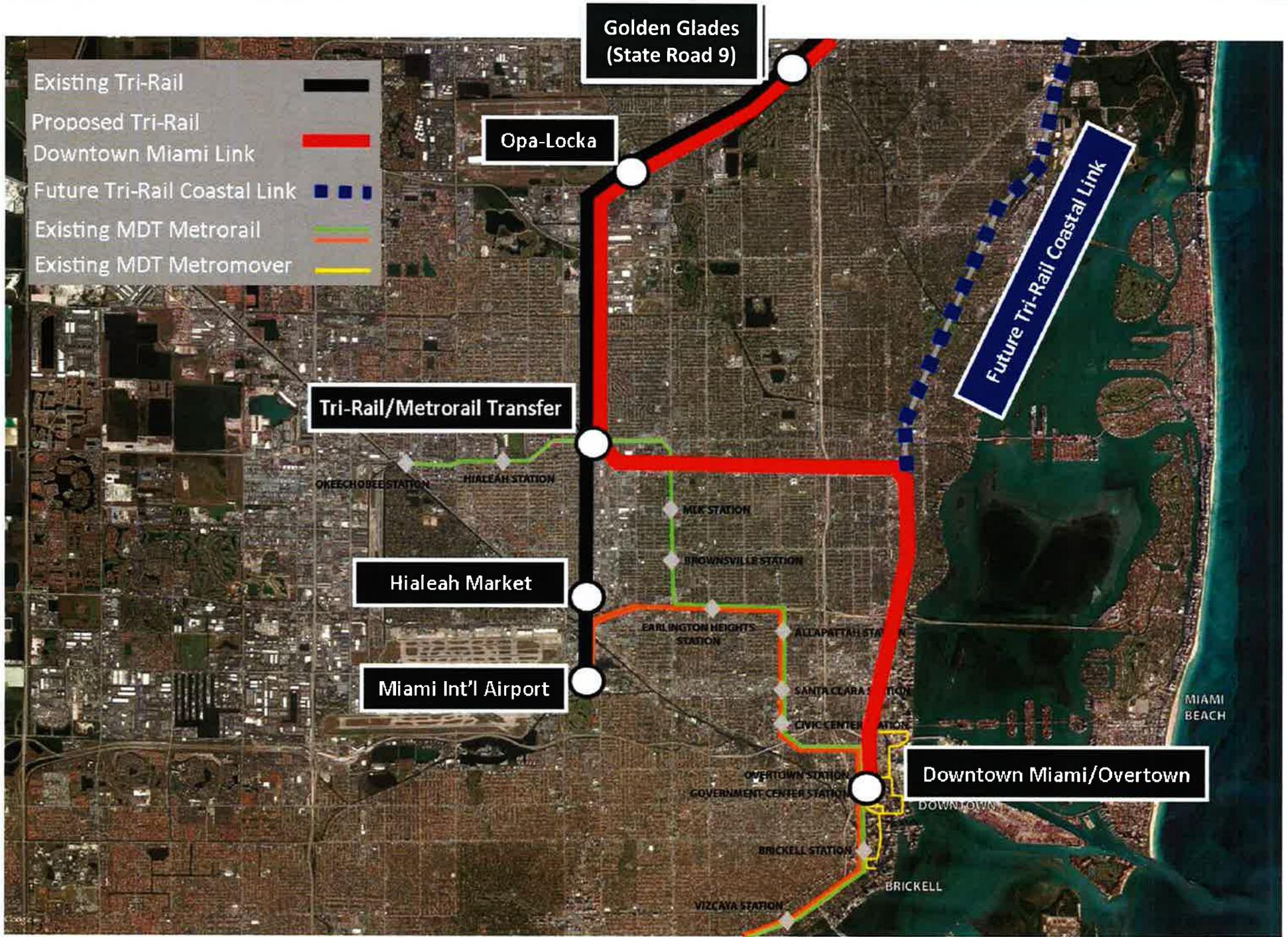
Currently under design, construction to be completed by early 2016

Tri-Rail Downtown Miami Link

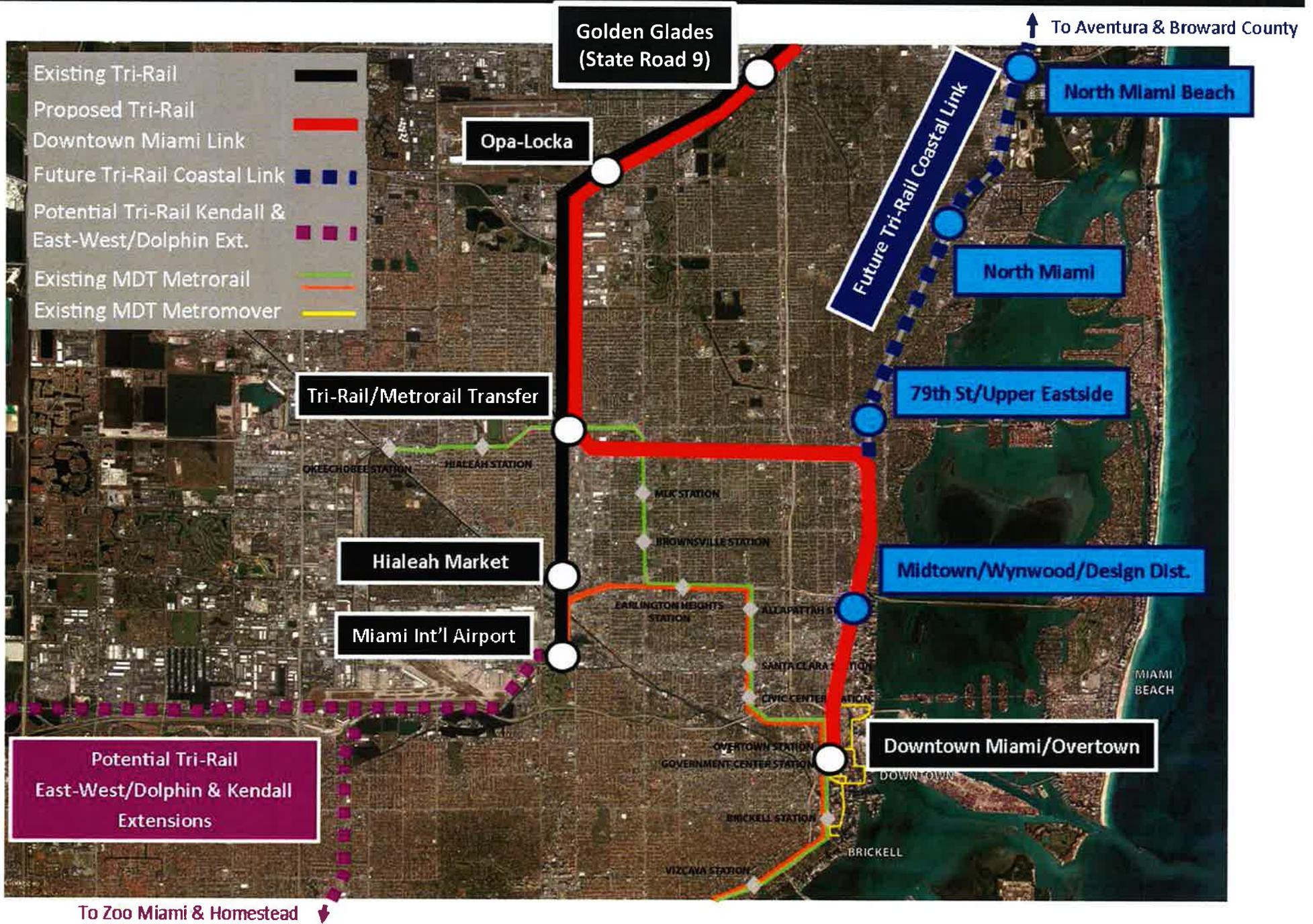
- Unique public-private partnership opportunity
- New service with 26 direct trains per weekday between Downtown Miami and all points north on the existing Tri-Rail system
- Fast implementation with service as early as Dec 2016
 - Same as All Aboard Florida
- Discussions now taking place with elected officials and various agencies



Tri-Rail Downtown Miami Link Route



Tri-Rail Downtown Miami Link and Other Rail Expansion Opportunities



MiamiCentral Station & Transit Oriented Development

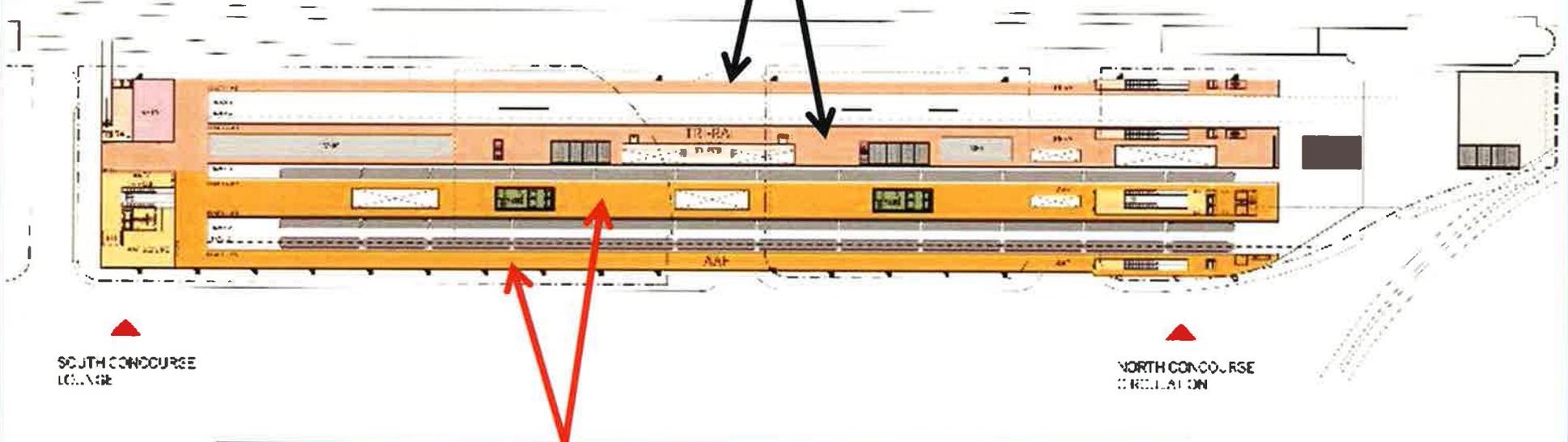


All Aboard Florida & Tri-Rail Downtown Miami Coordination

OVERALL PLANS

Platform Level
ELE: 50'-00"

Dedicated Tri-Rail tracks & platforms



PROGRAM SUMMARY

PLATFORMS

AAF 70,000sf

TRI-RAIL -61,000sf

Dedicated All Aboard Florida tracks & platforms

All Aboard Florida & Tri-Rail Downtown Miami Coordination

Tri-Rail

All Aboard Florida



Cross section of the proposed "MiamiCentral" Station in Downtown Miami

Tri-Rail

Downtown Miami Link

Project Elements & Costs

- Rail infrastructure
 - Track & Signals
 - Grade crossing upgrades
 - Allowing for new Quiet Zones (on E-W segment)
 - Positive Train Control (PTC)
- Corridor access fee
 - Permanent perpetual easement
 - Iris Connection to Downtown Miami
- MiamiCentral Station
 - Tri-Rail section of the elevated station
 - Tri-Rail portion of shared station elements and supports

\$19.3
Million

\$1
Million

\$48.6
Million

Tri-Rail Downtown Miami Link

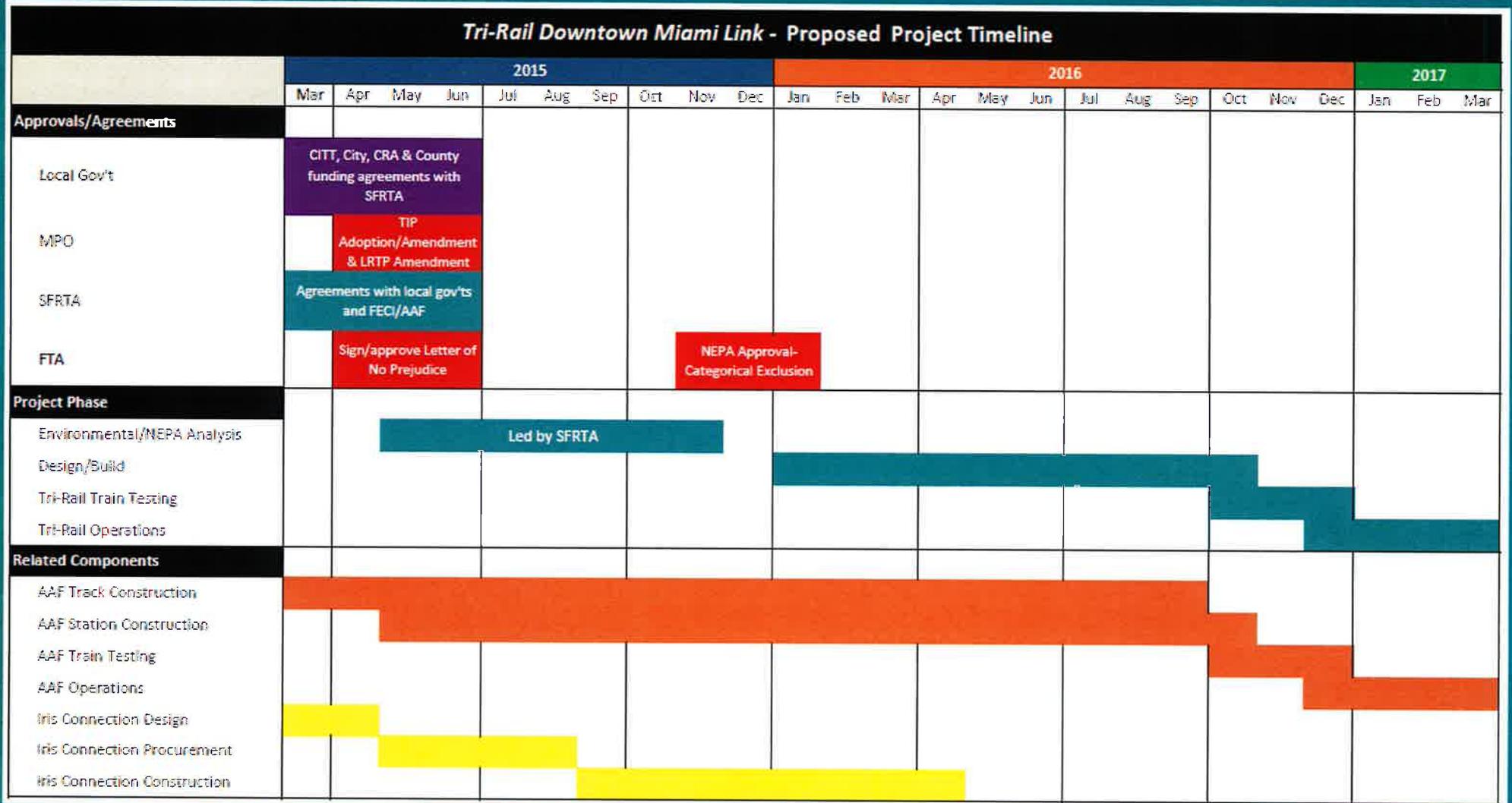
Partner Commitments

Draft Funding Framework as of 3/23/15

| <u>Entity</u> | <u>Cost</u> | <u>% of TIF</u> | <u>% of Overall Cost of Project</u> |
|--|----------------------|-----------------|---|
| SEOPW CRA | \$ 39,064,890 | 33.63% | 56.68% |
| Omni CRA | \$ 1,208,192 | N/A | 1.75% |
| City of Miami | \$ - | 0.00% | 0.00% |
| Sub-Total for TIF Participants | \$ 40,273,082 | | 58.43% |
| Miami-Dade County | \$ 8,357,349 | N/A | 12.13% |
| Florida Department of Transportation (FDOT) <i>*Requested</i> | \$ 17,190,000 | N/A | 24.94% |
| South Florida Regional Transportation Authority (SFRTA) | \$ 3,100,000 | N/A | 4.50% |
| Sub-Total Non-TIF Participants | \$ 28,647,349 | | 41.57% |
| Total | \$ 68,920,431 | | 100.00% |

Tri-Rail Downtown Miami Link

Proposed Project Timeline





SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015
AGENDA ITEM REPORT

Information Item Presentation

TRI-RAIL COASTAL LINK PUBLIC OPINION SURVEY PRELIMINARY RESULTS

SUMMARY EXPLANATION AND BACKGROUND:

SFRTA conducted its first statistically valid Public Opinion Survey in early 2009 to gauge public support of local transportation initiatives. A second statistically valid Public Opinion Survey was recently conducted from December 2014 through February 2015.

This second survey collected information about Tri-County residents' use of public transportation, general knowledge and awareness of public transportation, perceptions of the Tri-Rail Coastal Link project, and the level of support for various potential funding sources for Tri-Rail Coastal Link. By agreement, SFRTA is the lead agency responsible for development of the TRCL finance plan and this study was conducted in support of that role. The survey was conducted via telephone among a sample of 1,006 adults living in the Tri-County region, in both English and Spanish. An explanation of the survey methods, initial results, comparisons to the 2009 survey findings and next steps will be presented during the April 24, 2015 SFRTA Governing Board Meeting. A full report of the findings will be available by the Summer of 2015.

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

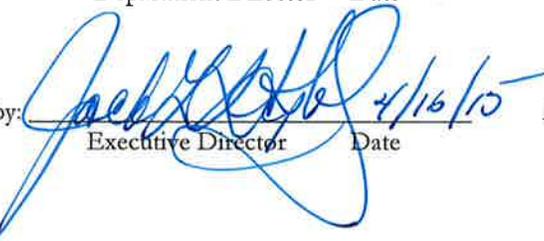
FISCAL IMPACT: None

EXHIBITS ATTACHED: Exhibit 1 – TRCL Public Opinion Survey Presentation

TRI-RAIL COASTAL LINK PUBLIC OPINION SURVEY PRELIMINARY RESULTS

Recommended by:  4/16/15
Department Director Date

Approved by: 
Procurement Director Date

Authorized by:  4/16/15
Executive Director Date

Approved as to Form by:  4-16-15
General Counsel Date

Tri-Rail Coastal Link



Tri-Rail Coastal Link 2015 Public Opinion Survey Results

*SFRTA Governing Board
April 24, 2015*

Getting Southeast Florida to Work





Presentation Overview



- Introduction & purpose of survey
- Survey approach
- What's changed?
- Tri-Rail Coastal Link (TRCL) support and funding
- Lessons learned and next steps



Purpose of the Survey



- Gauge public opinion on key issues such as:
 - Existing public transportation
 - Tri-Rail Coastal Link (TRCL) Project
 - Support for potential funding sources for TRCL
- Compare responses to similar questions from **2009 Public Opinion Survey**, and determine changes.



Survey Approach

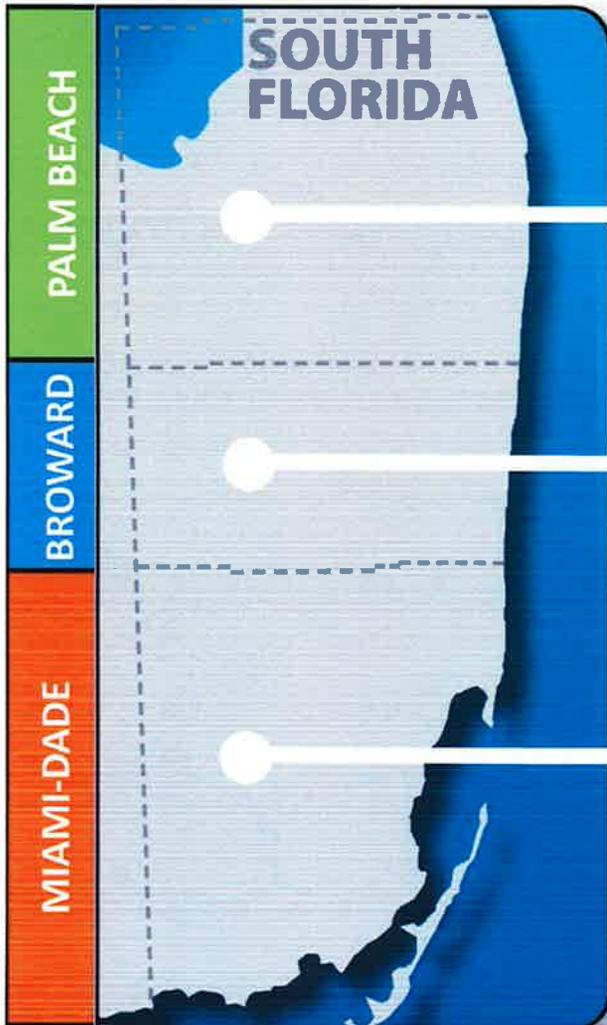


- Statistically valid telephone survey
- Over 1,000 completed surveys
- Calls made to landlines and cell phones
- Survey conducted in English and Spanish





Survey Approach



315
SURVEYS

250
SURVEYS

450
SURVEYS

December 9, 2014
through
February 6, 2015



Overview of Survey Demographics



Most Common Age Category: 55 to 64

Percentage Who Were Hispanic/Latino: 25.1%

Most Common Racial Category: White

Most Common Education Level: College Graduate

Most Common Household Income Category: \$50,000 to \$75,000

Percentage Who Were Property Owners: 63.3%





Overview of Survey Results



SUPPORT FOR PUBLIC TRANSPORTATION
remains high

CONVENIENCE AND RELIABILITY
are important

TRCL is viewed
FAVORABLY

EDUCATION IS NEEDED
about TRCL funding





What's Changed?



Importance of Public Transportation

PEOPLE RANKED
AS VERY IMPORTANT

64%
2009

52%
2015





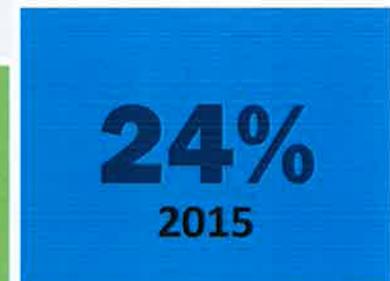
What's Changed?



Respondents that used public transportation in the South Florida Region in the past three months



RESPONDED YES!





What's Changed?



Typically use public transportation to get to work



RESPONDED YES!

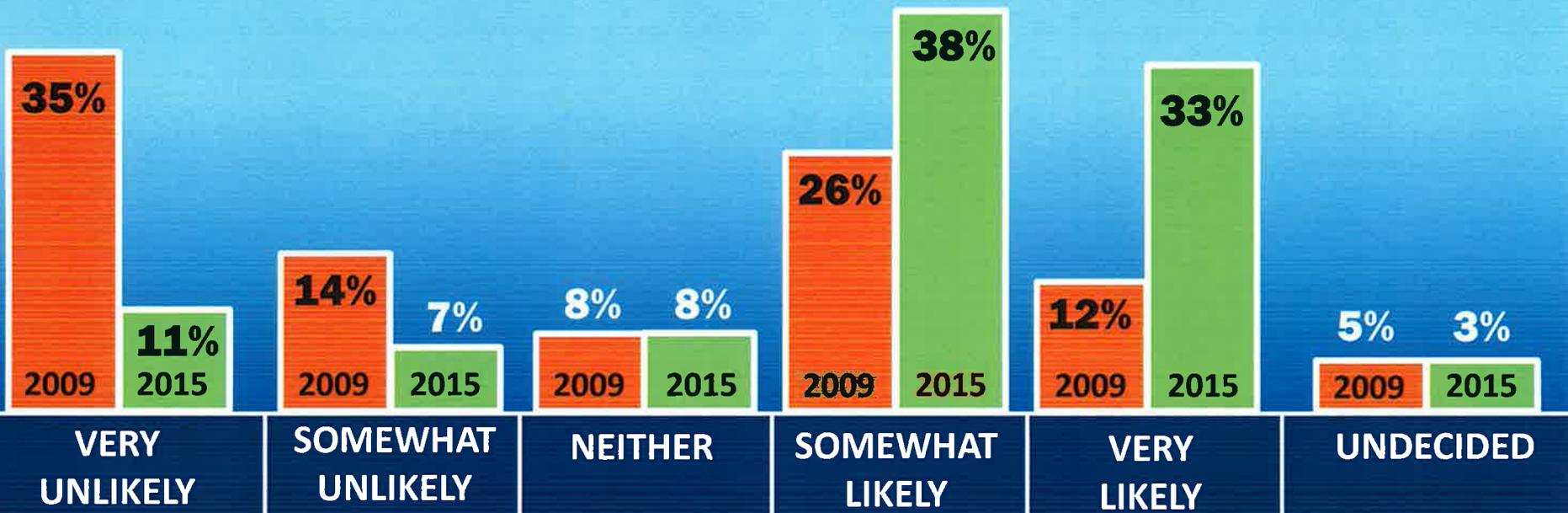


(Asked of those who have taken public transportation in South Florida the past three months)

What's Changed?



Support for some type of funding increase for *existing* public transportation in South Florida?

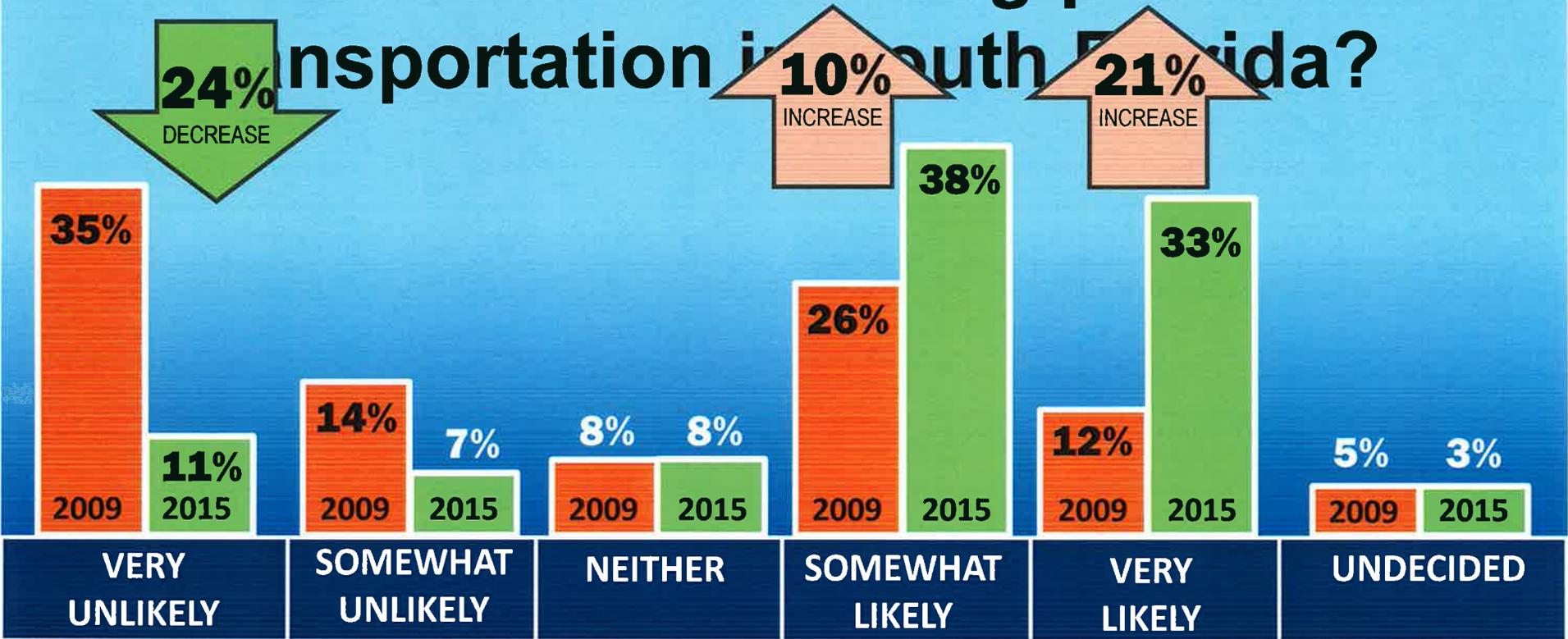




What's Changed?



Support for some type of funding increase for *existing* public transportation in South Florida?





Top reasons why a person uses public transportation

1. Convenience
2. Affordability
3. Traffic
4. Gas Prices



(Asked of those who have taken public transportation
in South Florida the past three months)



TRCL Support and Funding



How familiar are you with Tri-Rail Coastal Link?

55%

RATED AS FAMILIAR

How would you rate your opinion of Tri-Rail Coastal Link?

55%

RATED AS FAVORABLE

How would you rate your level of support for Tri-Rail Coastal Link?

57%

RATED AS SUPPORTIVE



TRCL Support and Funding



Special Assessment District

37%
Supportive

35%
Moderate or
Unsure

28%
Unsupportive

32%
Supportive

37%
Moderate or
Unsure

31%
Unsupportive

Tax Increment Finance (TIF) District

Most common reason for lack of support: "taxes are already too high" →

For funding TRCL



Respondent ranking of other TRCL funding sources

1.

**Rental
Car Fee**



2.

Sales Tax



3.

**Gasoline
Tax**



4.

**Property
Tax**





Lesson Learned Recap



- ✓ Use of, and support for, public transportation remains high
- ✓ Convenience and reliability remain important factors
- ✓ TRCL is viewed favorably and shows support among respondents
- ✓ Public education is needed about additional funding options for TRCL



Next Steps



- Conduct an additional survey to gauge public opinion and support for public transportation in general
- Full report of survey findings will be available Summer 2015



Tri-Rail Coastal Link

Getting Southeast Florida To Work



Questions?

Contact:

Natalie Yesbeck Pustizzi, AICP

yesbeckn@sfrta.fl.gov

954-788-7957

Abra Horne, AICP

Abra.Horne@Jacobs.com

954-246-1409



MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
FEBRUARY 18, 2015

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 A.M. on Wednesday, February 18, 2015 in the South Florida Regional Transportation Authority Board Room, located at 800 NW 33rd Street Pompano Beach, Florida 33064.

COMMITTEE MEMBERS/ALTERNATES PRESENT:

Mr. William Cross, SFRTA
Ms. Kim DeLaney, Treasure Coast Regional Planning Council (RPC), Committee Chair
Mr. Larry Hymowitz, FDOT District 4
Mr. Larry Merritt, FDOT District 4
Mr. James Murley, South Florida RPC
Mr. Joseph Quinty, SFRTA, Committee Vice-Chair
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. Fred Stubbs, Palm Tran
Ms. Curlene Thomas, Florida Department of Transportation (FDOT) District 6

ALSO PRESENT:

Mr. Chad Betts, SFRTA
Ms. Loraine Cargill, SFRTA
Ms. Odalys Delgado, HNTB
Ms. Jill Quigley, HDR
Mr. Ian Rairden, Kimley-Horn & Associates
Ms. Jessica Vargas-Astaiza, SFRTA
Mr. Jeff Weidner, Marlin Engineering
Ms. Lynda Westin, SFRTA
Ms. Marianne Winfield, Smart Growth Partnership
Mr. Joe Yesbeck, T.Y. Lin
Ms. Natalie Yesbeck-Pustizzi, SFRTA

CALL TO ORDER

Chairperson Delaney called the meeting to order at 10:41 A.M.

ROLL CALL

The Chair requested the roll call.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. James Murley 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.

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 December 10, 2014

Mr. Joseph Quinty made a motion to approve the meeting minutes. The motion was seconded by Mr. Larry Merritt. The motion was called to a vote and carried unanimously.

REGULAR AGENDA

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

R1 – MOTION TO ENDORSE: SFRTA Five-Year Shuttle Bus Service and Finance Plan

Ms. Loraine Cargill of SFRTA staff presented this item, providing an overview of ridership trends and financial issues for the SFRTA shuttle bus program, which serves as a feeder to/from the Tri-Rail system. Ms. Cargill noted that the shuttle bus program has offered improved service and experienced a significant increase in ridership since 2011. She explained that a major change since last year's adoption of the 5-Year Shuttle Bus Plan is the implementation of new larger capacity buses on the Fort Lauderdale Airport and Downtown Fort Lauderdale shuttle routes. Ms. Cargill also pointed out that enhanced service on the Boca Center shuttle route has been in place since January, and has resulted in a spike of ridership there. The financial plan over the next five years was discussed in great detail, with Ms. Cargill acknowledging that the outlook is potentially grim in the outer years due to the expiring FTA JARC and NF program funds that support some of the routes. Other routes were also identified for potential budget cuts in the outer years of the plan.

Mr. Larry Merritt suggested that the State Block Grant funds towards the shuttle bus program be more clearly identified in the plan. Mr. Merritt and Mr. William then discussed whether the changes to State funding for the SFRTA (due to the new rail a few years back) now blend the block grant funds with other state sources. Mr. Merritt and Mr. Cross both agreed to research the matter further and also indicated an interest in finding additional funding sources that could be used towards the shuttle bus program. Mr. James Murley spoke about the importance of the Opa-Locka shuttle routes and expressed concerns about those routes potentially being cut or eliminated. Mr. Fred Stubbs suggested raising the minimum

performance standard to higher than the current seven passengers per hour. Ms. Marianne Winfield inquired about increased involvement of private shuttles directly operated by employers.

Mr. Murley made a motion to endorse the SFRTA Five-Year Shuttle Bus Service and Finance Plan, with the caveat of strongly encouraging coordination and discussion with FDOT to explore additional funding sources. Mr. Stubbs seconded the motion. The item was approved unanimously by the committee.

| |
|--|
| INFORMATION / PRESENTATION ITEMS |
| Action not required, provided for information purposes only. |

I1 – INFORMATION: Florida Transportation Plan and Strategic Intermodal System Plan Updates

Ms. Curlene Thomas of FDOT District 6 and Mr. Larry Hymowitz of FDOT District 4 teamed for a presentation on the active updates to the Florida Transportation Plan (FTP) and Strategic Intermodal System (SIS) Plan. It was mentioned that the FTP is Florida’s long range plan, and that this is the first time that the SIS Plan update is being done in conjunction with it. Key transportation trends were described, including growing transit ridership, lower vehicle miles traveled, and changing technologies. Information on the FTP and SIS steering committees and advisory groups was shared, noting that the advisory groups would tackle specific topics and areas of interest. The different plan scenarios to be evaluated were described, as well as the overall process and schedule. In 2015, regional policy workshops will be held over the summer, with an overall policy summit scheduled for August. It was recommended that all interested parties visit the plan’s website, www.floridatransportationplan.com for further details and information.

Mr. Murley suggested that an emphasis on tourism and transportation of tourists be included in the plan. Chairperson DeLaney mentioned that she was pleased with the increased mention of land use factors in the scenarios and plan. She also expressed hope that more flexibility in state highway design standards could be an outcome of the plan. Mr. Cross stated that current SIS policies put transit projects at a disadvantage, as a 50% match of the non-federal share is required. He added that no match is required for SIS highway projects. Mr. Cross also noted that park-and-ride facilities along SIS facilities are not currently eligible for SIS funding. Ms. Winfield stated that she attended the recent FTP/SIS forum in Delray Beach and was impressed with the statistics associated with Florida’s growing role in global trade and commerce.

I2 – INFORMATION: Cypress Creek Tri-Rail Station Mobility Hub Master Plan

Ms. Lynda Westin of SFRTA introduced this item, announcing that the Mobility Hub Master Plan’s steering committee held a kick-off meeting in December. The study’s partners include SFRTA, the Broward MPO, FDOT, Broward County, the City of Fort Lauderdale and the City of Oakland Park. Ms. Odalys Delgado of project consultant HNTB then gave the rest of the presentation. Ms. Delgado reviewed information such as study goals, and stated the intent to fully look at current market conditions in the area. Improved streetscapes and bicycle/pedestrian conditions were among the solutions discussed. Ms. Delgado mentioned that numerous stakeholder interviews are in the works and extensive data collection is taking place. It was also noted that one of the end products would be an RFP or RFQ for development of the SFRTA owned parcel on the west side of the Cypress Creek station.

I3 – INFORMATION: Regional Transit Resource Guide, 2nd Version

Ms. Lynda Westin presented this item, briefly reviewing the original Regional Transit Resource Guide that was produced by SFRTA in 2008 and the new update that is now in progress. Ms. Westin stated that the new update of the guide is now in draft form. She noted that draft agency profiles had been submitted to numerous agencies and SFRTA was awaiting feedback and recommended edits. Ms. Westin said that finalizing the agency profiles will be a key step in completing the overall updated guide, which is anticipated in the coming months.

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

Mr. Joseph Quinty of SFRTA staff gave a brief update on the progress on the Authority's TDP Annual Update. Mr. Quinty stated that a great deal of internal coordination among SFRTA departments is occurring in support of the new TDP. He anticipated that the new TDP document would come to the PTAC for endorsement in June, with SFRTA Governing Board endorsement scheduled for August. Mr. Quinty also announced that Ms. Vicki Gatanis of SFRTA staff is taking a greater role in the development of the TDP, and that future correspondence and materials related to the TDP would likely come from her.

OTHER BUSINESS:

Mr. Quinty directed the committee to information in the agenda package for upcoming APTA conferences and lectures at Florida Atlantic University.

PTAC MEMBER COMMENTS:

Mr. Quinty stated that SFRTA staff management of the PTAC is transitioning to Natalie Yesbeck-Pustizzi. He said that committee members should expect more e-mail correspondence and calendar invitations from Ms. Yesbeck-Pustizzi.

Chairperson DeLaney expressed satisfaction with the new 10:00 am meeting start time.

NEXT MEETING DATE: April 15, 2015.

ADJOURNMENT: The meeting was adjourned at 11:45 am

MINUTES

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RTA MARKETING COMMITTEE MEETING OF MARCH 18, 2015

The RTA Marketing Committee Meeting was held at 2:00 p.m. on Wednesday, March 18, 2015, at the SFRTA's Administrative Offices, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT

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

COMMITTEE MEMBERS NOT PRESENT

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

ALSO PRESENT

Victor Garcia, SFRTA/Tri-Rail (alternate voting member)
Steve Rosenberg, SFRTA/Tri-Rail
Jim Udvardy, South Florida Commuter Services (alternate voting member for FDOT)
Roseann Voils, Palm Tran (alternate voting member for Palm Tran)

CALL TO ORDER

The Chair called the meeting to order at 2:05 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 January 21, 2015.

The Chair moved for approval of the Minutes of the January 21, 2015 Meeting. The motion was approved by Ms. Voils and seconded by Mr. Garcia.

The Chair called for any discussions and/or opposition to the motion. Upon hearing none, the Chair declared Item C1 approved.

The Chair moved the 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 spoke with Curt Johnson of BCT and was told that the issuing of a more-refined RFP was approved by the Board yesterday, so that a larger response could be expected. The portion that deals with mobile ticketing was added.
- Curt Johnson is working on a timeline for the project.

I2 – INFORMATION ITEM: STAND UP 4 TRANSPORTATION DAY

BCT

- Mr. Garcia stated that he had received an e-mail from Ms. Silverstein (who could not attend today's meeting) which stated that BCT will write a resolution proclaiming April 9th as Stand Up 4 Transportation Day in Broward County.
- BCT will approach this day with social media campaigns and a press release as well as tee shirt giveaways, at 4 of BCT's bus terminals. BCT is also collecting signatures for APTA's advocacy effort, announced on BCT's "Voice for Public Transit" page. Flyers will be displayed at the government center lobby locations.

- In addition, BCT will have a live chat by announcing the topics in advance and staff being present in a conference room to respond. Televisions will cover this chat with viewing available in government center lobbies and commission chambers.

SFRTA

- Mr. Garcia stated that SFRTA'S participation has not been determined, but may be in the style of Denver's caravan (with buses), but Tri-Rail's will be with logistical train planning with Mr. Stephens riding the train either northbound or southbound (to be decided) and local officials asked to meet the train at its arrival times at a key station in each county. Mr. Stephens would spend time at the station with these invitees and then board the train to the next key station for an appearance with the next group of officials. The Fort Lauderdale Station stop would feature officials involved in the Wave project. In Miami, the focus would be on the MIC and Coastal Link as examples of the need for funding.

MDT

- Ms. Crichton stated that MDT's involvement would take place at the MIC (Miami Intermodal Center) with city and county officials and people from MDX, FDOT, the Port of Miami, the Chamber of Commerce and other entities, in support of Stand Up 4 Transportation.

Palm Tran

- Ms. Voils stated Palm Tran's involvement is an awareness on Facebook as well as on the buses, the April newsletter for employees, a banner on the website, radio and newspaper ads, a press release and a proclamation at the April Board meeting for Stand Up 4 Transportation.

South Florida Commuter Services

- Mr. Udvardy offered to help any of the agencies in their efforts to support Stand Up 4 Transportation.

I3 – MIAMI AIRPORT STATION

- Mr. Garcia stated that the opening of the new Miami Airport Station is getting close – just awaiting the official word from FDOT to proceed. Most likely no ceremony will take place at this time, but recognition will take place at a later time.
- He further stated that he is in contact with the Airport regarding signage relating to Tri-Rail.
- Mr. Rockwell asked about the Downtown Miami All Aboard Florida station and its connection. Mr. Garcia suggested that he will ask Joe Quinty of SFRTA's Planning Department, to speak to the Committee about this at the next meeting.

I4 – DUMP THE PUMP

- Mr. Garcia asked the Committee to consider any ideas which are different from the way this event was approached in the past.
- Mr. Garcia asked Mr. Udvardy if SFCS could once again support pledges (people who would take public transit on that day). Mr. Udvardy and Ms. Voils stated that their agencies could offer the same as in previous years.

I5 – COMMITTEE CHAIR FOR FISCAL YEAR 2015/2016

- Mr. Garcia asked the Committee to consider its next chair who would take over the reins in July. He pointed out that Ms. Crichton has generously chaired for three consecutive years.
- Ms. Rockwell graciously offered to take over the chair in July. The official nomination will take place at the next meeting.

| |
|--|
| REPORTS |
| Action not required, provided for information purposes only. |

None.

OTHER BUSINESS

AGENCY REPORTS

BROWARD MPO

No representation at this meeting.

BROWARD COUNTY TRANSIT

No representation at this meeting

FLORIDA DEPARTMENT OF TRANSPORTATION

- Mr. Rockwell stated that I-95 Express Lanes, Phase 2 to Broward Boulevard is delayed until October as it will also be delayed to Miami-Dade's Civic Center. The rollout is meant to be simultaneous.
- Gerry O'Reilly is the new District IV FDOT Secretary, replacing James Wolfe.

MIAMI-DADE TRANSIT

- Ms. Crichton stated that the University (of Miami) Pedestrian Bridge in Coral Gables will have its groundbreaking on April 23rd in order to honor President Donna Shalala's efforts for this bridge, before she leaves her position.
- There will be new renderings of the new rail vehicles due to requests to see what they will look like.
- This weekend, Bike 305 has joined up with the Underline (was called M Path), the 10-mile strip for bikes and pedestrians. They are having events at Brickell, University and South Miami stations with involvement by the municipalities that the route passes through. Each station will feature fun events with local business and government participation. The riders/walkers will start from Brickell and go to Dadeland South Station.
- Next Tuesday, MDT is working with Lisa Bacot from FPTA. They are doing a "Transit is Golden" event in Miami Beach in which FPTA is coordinating with MDT to take seniors from where they live, across the causeway, to the Metromover and to the J. Perez Art Museum. It is an effort to encourage seniors to use public transportation for cultural venues, rather than just for chores.

- The Metromover system has had a few issues recently and has been closed earlier than usual due to construction of the City Center and its proximity to one of the stations.
- Working with Busker Fest's Old Poetry Miami, on their social media campaign in which they are asking the public about their positive transit experience they have had on MDT'S system. After they have the results, they intend to do an interpretive art effort which will be presented to MDT for its use.

PALM TRAN

- Ms. Voils stated that a campaign is under way for drivers to adopt a professional image for Palm Tran.
- Route changes will occur with the May bid.
- A new guidebook is in the works.
- There will be some changes to the express route schedule.
- The pink bus for Race for the Cure has been so successful that the Board asked that a purple bus be created to honor those who served the country, to be unveiled for Memorial Day.

SOUTH FLORIDA COMMUTER SERVICES

- Mr. Udvardy stated that the BB&T Center's park and ride lot had its grand opening last Thursday and is about 75-80% full already, due to the closing of the prior lot.
- Many biking events in the month of March are being supported by SFCS.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/ TRI-RAIL

- Mr. Garcia stated that SFRTA backed out of extra service from the Ultra Music Festival because it will take place on the same weekend as SFRTA's taking over of the rail corridor from CSX - involving Saturday night through Sunday morning. The first three northbound and first three southbound trains will be annulled.
- On April 24th, a groundbreaking is planned to take place at the Pompano Beach Tri-Rail Station as the kickoff of a 2-year project of Tri-Rail's Silver Leed station and new headquarters/operation center.
- Mr. Garcia suggested that the Committee considers a tour of the MIC after April 9th.

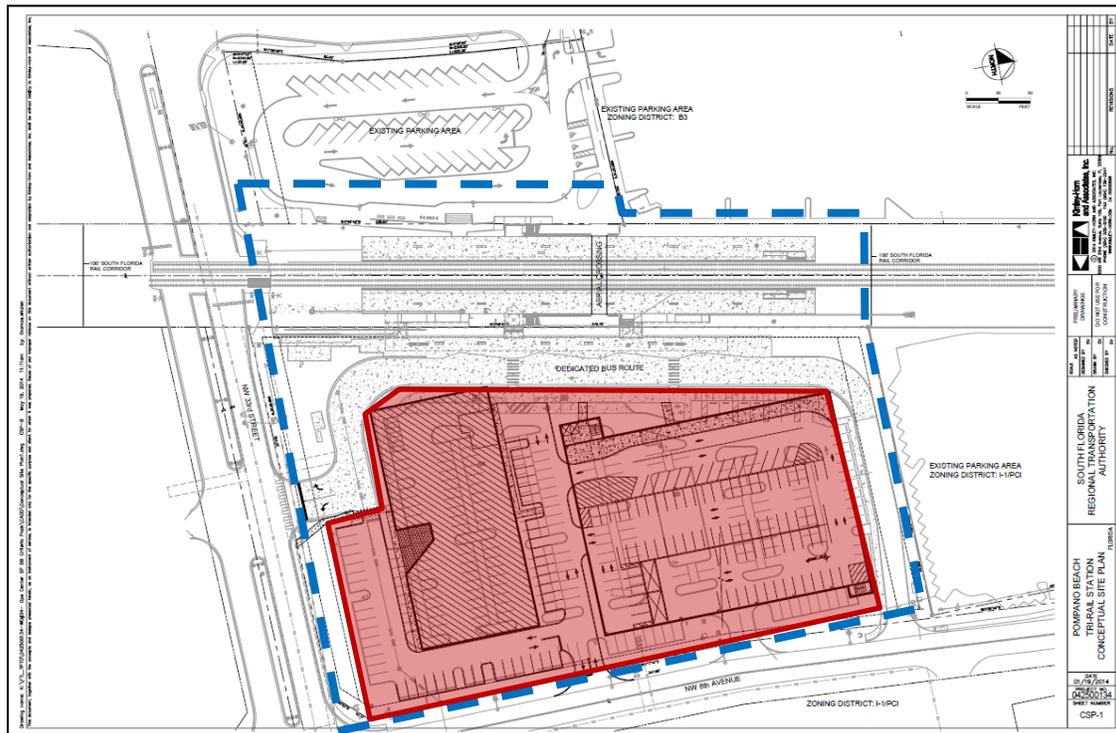
ADJOURNMENT

The next meeting will take place on May 20, 2015 at SFRTA's headquarters.
 There being no further business, the meeting adjourned at 2:45 pm.
 Green = finished

Engineering & Construction Monthly Progress Report March 2015

Pompano Beach Station Improvements and SFRTA's Operations Center:

These two projects have been combined and procured together due to the location, common infrastructure, and construction schedule. The Pompano Beach Station Improvements Project (Station) and the Operations Center Project (Ops Center) are both located in the same property, within limits that overlap each other. The Station project area is approximately 5.79 acres, and it includes both the Tri-Rail Station and the east parking lot; the Ops Center is 3.47 acres, and is located within the Station's east parking lot. The Station design is 100% complete, while the Ops Center is in the preliminary design stage, and impacts the design that has been completed for the Station. 30% Plans are expected to be completed early February 2015. As the final design of the Ops Center progresses it will, incorporate all features and infrastructure that will support both projects within the same site. The figure below shows the limits of the Station project and the Ops Center project.



Limits of Station Project
 Limits of OC Project

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The Station will be upgraded to Segment 5 station standards, and it features Tri-Rail's first green, LEED certified, sustainable station, which will generate more than 100 percent of the station's energy demand through solar panels. Other improvements consist of widening existing platforms to a 25' width, new full-length canopies, pedestrian overpass with stairs and elevators, and bus circulation improvements.

The Ops Center includes a 79,000 square-foot operations building and 450-space parking garage located within the Station's east parking lot. Both structures for the Ops Center have a height that will range between 37-42 feet from the ground. The Station platform canopy height will range between 14.5-16.5 feet from the ground. This means that the OC Project structures will be taller than the Station Project platform canopy by over 20 feet, and shade will impede the solar panels from getting the required sunlight to meet the energy demand if installed on the platform canopy. To support the energy demand of the Station, solar panels will be installed on the top floor of the parking garage. The solar panels will also provide shaded parking, which was originally included in the parking improvements of the Station project.

Additional features that will be provided in the parking garage of the Ops Center include electric vehicle charging stations, passenger drop-off area, and additional passenger parking, which were improvements originally included on the Station project.

The procurement package for both projects was completed, and advertised on August 26, 2014. A pre-bid meeting was held on September 11, 2014, and bids were due October 17, 2014. Three (3) proposals were submitted and distributed to the Evaluation and Selection Committee for review. The Committee met on October 29, 2014 to discuss their evaluation and score the proposals. The SFRTA Board approved the selected contractor (Gulf Building, LLC.) on December 5, 2014. A Kick-off meeting was held on January 6, 2015. The team is meeting weekly to coordinate all station construction and Operations Center design aspects. Project is currently going through the Development Review Committee process with the City of Pompano Beach. The city's Architectural Appearance Committee approved the project on February 26, 2015. Planning and Zoning documents and Re-zoning documents have all been submitted to the City, and we expect final approval by mid May 2015. Plat Note Amendment was approved by the City on January 27, 2015, and is now being processed by Broward County along with an amendment of the Non-Vehicular Access Line (NVAL). This process is expected to be finalized in mid May 2015. 75% plans were submitted to SFRTA, and they are currently under review by

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SFRTA, the CE&I and KHA. Design Build contractor has submitted a schedule showing Building Permit issuance to start construction early summer of 2015.

Opa-Locka Station Parking Expansion:

Expand parking at Tri-Rail's Opa-Locka Station, inclusive of adding about forty five (45) new parking spaces to the south of the station; increase bus bay areas in the existing parking lot; install a continuous pedestrian canopy over the bus waiting areas with solar panels; and improve landscape and hardscape.

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 winter of 2015.

Wave Modern Streetcar:

Design, Construction and Management of a 2.7 mile modern streetcar in Downtown Fort Lauderdale with passenger, solar powered stations, which will operate in mixed traffic with signal priority. Project includes the procurement of five (5) vehicles and the construction of a storage and maintenance yard. Project Partners include The Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Broward County, Broward Metropolitan Planning Organization (MPO), City of Fort Lauderdale, Fort Lauderdale Downtown Development

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

Authority (DDA) and SFRTA. An Interlocal Partnership Agreement has been executed by all parties on April 26, 2013. The Project Management Consultant (PMC) contract was awarded to HDR Engineering, Inc. to provide services throughout the project. The NTP was issued on May 9, 2013 for the 1.47-mile starter line (Phase 1A).

A Small Starts application rating of Medium-High was received, with a recommendation for funding. Preliminary plans were submitted by the PMC on December 20, 2013, comments by all the Partners have been addressed on the preliminary alignment, utility investigations, survey, geotechnical investigation, design criteria; documents control plan, quality management plan, project schedule, vehicle parameters analysis, and community awareness plan discussions.

On March 10th 2014, the Notice to Proceed was given to the PMC Team to proceed with professional services including 30% plans on the Phase 1B of the project – Small Starts extension.

Coordination activities include interaction with all the Project Partners. The contract for Final Design Services was finalized with Parsons Transportation Group (PTG) and approved by the Board on August 22, 2014. The Notice to Proceed for Final Design-Phase IA to PTG was executed on September 13, 2014. Site K will be the place for the Vehicle Storage Maintenance Facility, and the 30% plans for the south portion of Phase 1B were submitted on December, 19, 2014.

On the December 5, 2015 the SFRTA's Board approved the Amendment No. 1 to the Contract with HDR Engineering, Inc. to perform preliminary engineering and project management services on the Phase 1C of the project, that extends from Andrews Ave. and 17th Street to the new Vehicle Storage and Maintenance Facility (VMSF) located on 1801 SW 1st Avenue, Fort Lauderdale, FL (33301).

On April 1st, the NTP was given to Parsons Transportation Group to perform final design services for Phase 1B.

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

South Florida Rail Corridor Dispatch System:

The project includes the engineering, furnishing and installation necessary to provide a complete and fully functional Dispatch System. Currently, CSXT is responsible for dispatch and maintenance of the South Florida Rail Corridor (SFRC). At this time, in accordance with the South Florida Operating and Management Agreement (SFOMA), SFRTA shall assume responsibility for dispatch and maintenance of the SFRC no later than March 31, 2015.

The Notice to Proceed for the Dispatch System was issued on April 16, 2014. The project has been divided into two phases: Phase 1: Limited Dispatch System which has a completion date of August 15, 2014 and Phase 2: Full Dispatch System which has a completion date of March 31, 2015. Project Final acceptance completion date is March 31, 2015.

A Site survey was conducted by Ansaldo and subcontractors the week of April 21-25, after the NTP was issued. The site survey included access to the CSXT Radio Antenna sites and Bungalows, MIC Signal designs, bungalow designs, drawings of facilities and system track charts. Several conceptual design items submitted by Ansaldo on May 15, 2014 were discussed during their visit to SFRTA headquarters on May 21-23, 2014 as well as several RFI's. SFRTA is continuing to work in conjunction with FDOT and their subcontractor to coordinate the integration of the MIC with the Pompano Beach headquarter Dispatch center.

A detailed design review (DDR) meeting was held in Pittsburgh, PA from June 18-20, 2014. SFRTA reviewed and approved Phase 1 Detailed Design Documentation as well as the Site Acceptance Procedures during this meeting. All materials & equipment for SFRTA HQ were ordered and received.

The electrical subcontractor began installing electrical outlets and network ports at Pompano HQ and at the WPB back up Dispatch Center. Most of the phase 1 computers were received in Pittsburgh for assembly, configuration and testing.

Ansaldo finalized testing for Phase 1 and completed the tabling. After all the detailed design review activities were done, the Factory Acceptance Test meeting was held in Pittsburgh from July 22-25, 2014. SFRTA/PB reviewed and approved the Software and Hardware Factory Acceptance Test. Software and Hardware (Computers and Servers) are ready to be shipped to SFRTA Pompano and WPB.

**Engineering & Construction
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As part of Phase 1, the installation of all workstations, computers, radios consoles and servers for the Pompano Beach HQ was completed by August 18, 2014. In addition dispatcher and Avtec radio console user training was completed by August 11, 2014.

The Radio and Ground Base Network installation was completed at NW 79 Street and at the MIC Control Points. All activities were needed to perform the CSX cutover. The MIC Cutover took place on August 18, 2014 and was successful.

Ansaldo also completed the 7 day Burn-in period based upon the successful cutover of the Phase 1 Dispatch System, as well as, the Phase 1 Final acceptance. Ansaldo/CWA is continuing with the field installation of the Ground Base Network (GBN) as well as the Radio installation in the SFRC needed for Phase 2 completion.

Ansaldo/CWA reported that all 4 channels have been operational from 79th St. to Pompano from the Avtec console since September 4, 2014. Additionally, the Avtec tech validated good coverage from the MIC including the passenger station under canopy. Ansaldo/Dagostino Electronic confirmed that on September 10, 2014, all access control and communication works programmed for the Hialeah Ops Center were completed satisfactorily, as well as, Avtec console installation. By September 17th, a total of eight (8) wall monitors were replaced and connected to the Dispatch server. Six (6) were replaced on the call center and two (2) in the supervisors office. Ansaldo/CWA continues with the installation of Router, internet protocol converter and the Verizon wireless modem inside the Control Point bungalows along the corridor. On September 30th, Ansaldo sent the Communication System Detailed Design for Phase 2 to SFRTA for review.

Avtec finished the Hialeah Yard radio console installation as well as West Palm Beach back up Dispatch Operation Center. On October 2, 2014, four (4) dedicated fax lines were installed at both Dispatch Centers modems (two each). Ansaldo delivered the WPB server racks and completed the installation of the Dispatch workstation. Meanwhile CWA is continuing with the power supply installation, router/ CNA 2000 and Verizon wireless modem configuration. Control Point testing is scheduled to start the second week of November.

During the first week of November, CWA finished with all the power supply installations as well as CNA 2000 and Verizon wireless air card at every control point. Ansaldo, in conjunction with CSX support, began the Control Point Testing.

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

Control Point Testing consist of disconnecting the 900 Mhz frequency from the vital processor and connecting the CAN/router taking the entire control of the CP from the Pompano Beach HQ Dispatch system. Between November and December, 15 of the 27 Control Points were successfully tested. This activity will continue during January. At this point, the fit out for the Full Dispatch System at West Palm Beach Operation facility has been completed.

On January 4, 2015 the antenna at N.E. Whalen was successfully installed. Three (3) out of eight (8) voice radio base stations were running with the incorrect software version, so CWA/Ansaldo removed these three (3) units and sent them to the manufacturer for the latest software versions to be downloaded. On January 19th the three (3) factory re-programmed voice radio base stations were re-installed at 79st, Whalen and Mockingbird. The Radio coverage test is schedule for the first week on February.

On January 17-18 and January 24-25 Ansaldo continued with Control Point testing, finishing the 80% of the CP testing; however there are six (6) Control Points that need to be revisited for remaining bit testing.

Dispatch Phase 2 training course for the entire corridor was completed during the first week of February. The Amtrak Dispatchers recreated different situations and became more familiar with the Dispatch system. The System Maintenance and Data Networking training has also been completed.

On February 14th and February, 21, 2015, Ansaldo completed the entire CP testing, at this point only CP SE Dyer is scheduled for testing on March 17, 2015. Meanwhile, AT&T is continuing with the wired line installation in the CP's. A total of eight (8) sites have been completed and they are ready for switch over AT&T wired line as a primary communication source.

On March 13, CWA remotely pushed into SE Dyer CP the Router's configuration using AT&T as primary code lines. In addition, Ansaldo/CWA conducted a failover test from AT&T to Verizon wireless demonstrating that the failover test occurred seamlessly.

Meanwhile, Ansaldo completed all the testing for Software Release SFRC15_V03A

The following items are included in this release:

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

WWOLF23329 – SFRTA – Display Switch and Signal external numbers at all times on Rail Network Display

WWOLF24497 – SFRTA – SE DYER handshake changes

WWOLF24552 – Train Graph “Print All” button prints report but does not print graph

WWOLF24557 – Playback issue with 707 Work Authorities

WWOLF25250 –Add Track 809 to SE Dyer to handle field 2AK Track Indication

On March 17, Ansaldo in conjunction with CSX were able to successfully test all control and indications at SE Dyer, including the handshake controls for CSX and SFRTA to request signal and move switches.

Four network printers were installed at Mangonia Park Station, West Palm Beach, Hialeah Yard Ops Center and the MIC in order to maintain the appropriate train Operation. These printers/fax machines were properly tested prior cutover date.

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

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 April 24, 2015

MARCH RIDERSHIP

Total monthly ridership for March has decreased 1.6 % when compared to March of last year. Weekday ridership has increased by 0.9 %, while the average weekday ridership in March 2014 was 15,179 per day versus 14,615 per day for 2015. Total weekend ridership for the fiscal year has increased by 2.2% when compared to last year. Total fiscal year ridership is down by 0.6% 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 March 2015 | Actual March 2014 | March '15 vs. '14 % | FY '15 Rider ship To Date | FY '14 Rider ship To Date | FYTD '15 vs '14 % |
|---------------|-------------------------|-------------------------|---------------------------|---------------------------------|---------------------------------|-------------------------|
| M-F | 321,521 | 318,765 | 0.9% | 2,737,766 | 2,767,268 | -1.1% |
| Saturday | 28,389 | 36,266 | -21.7% | 262,047 | 253,100 | 3.5% |
| Sunday | 30,096 | 31,061 | -3.1% | 223,072 | 222,926 | 0.1% |
| Holidays | 0 | 0 | 0.0% | 26,359 | 24,290 | 8.5% |
| | 380,006 | 386,092 | -1.6% | 3,249,244 | 3,267,584 | -0.6% |

Note: Ridership figures are based on daily reports from Veolia.

Chart 1 - SFRTA Riders and Revenue Trends

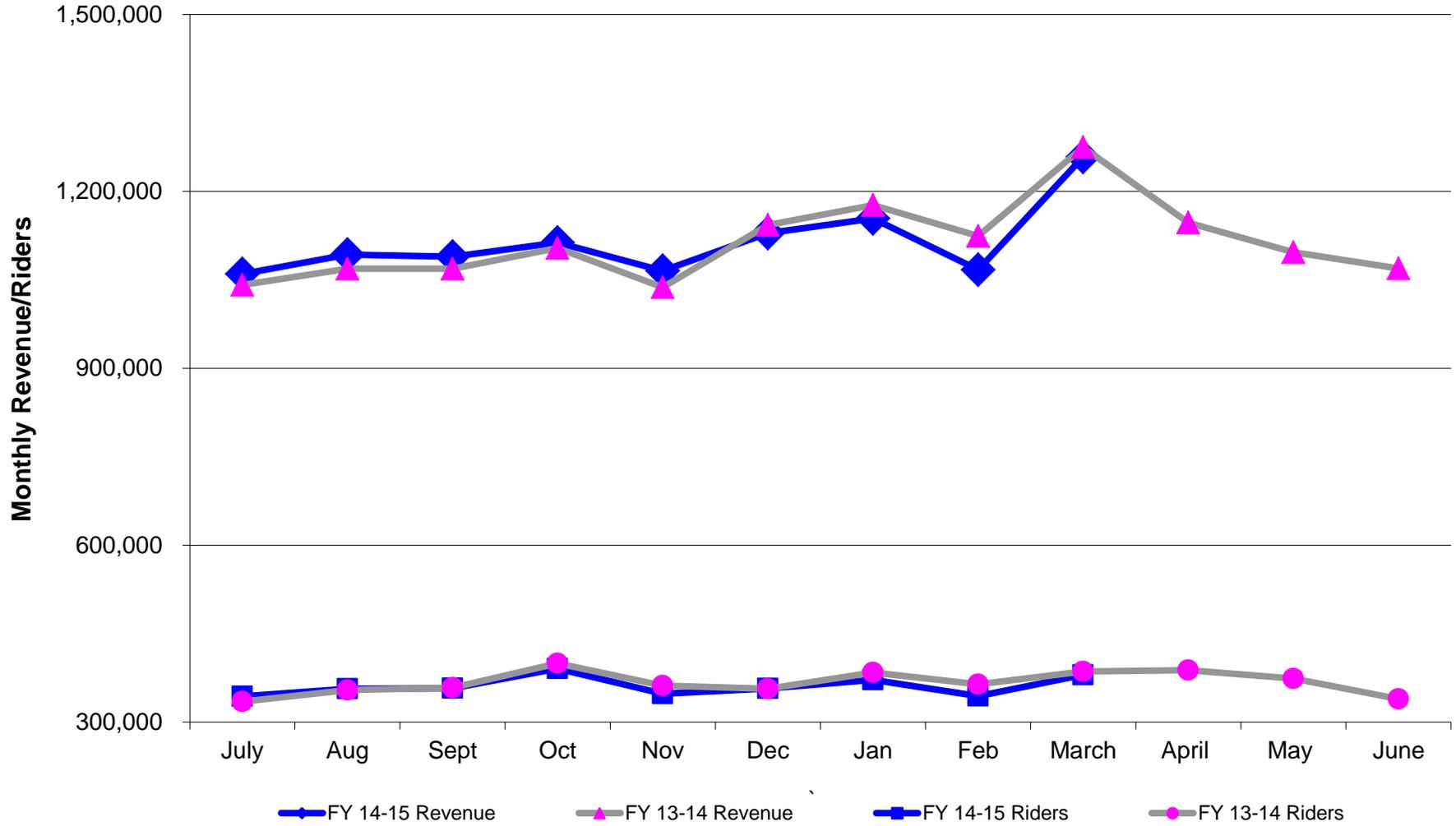


Chart 2 - SFRTA Riders

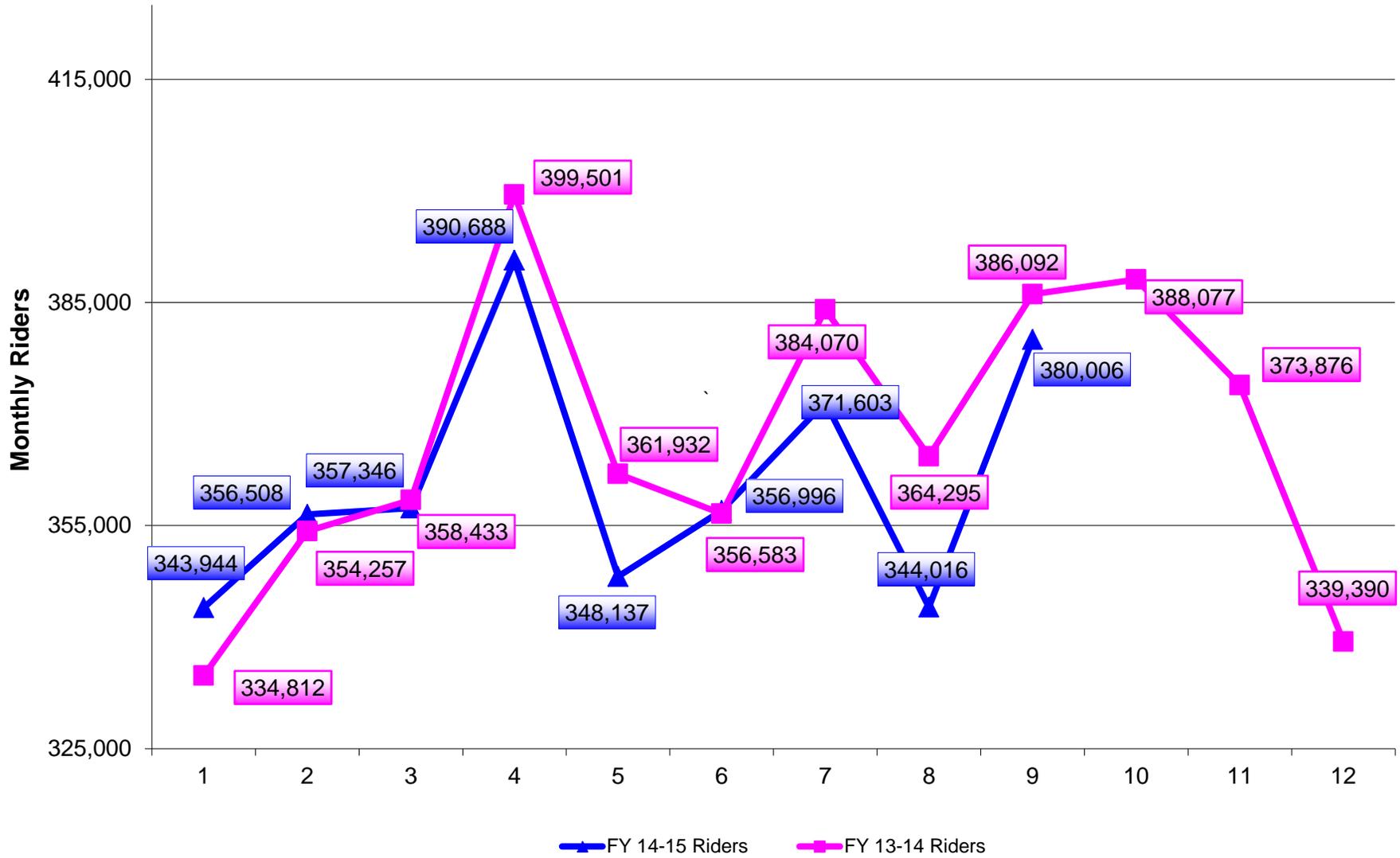
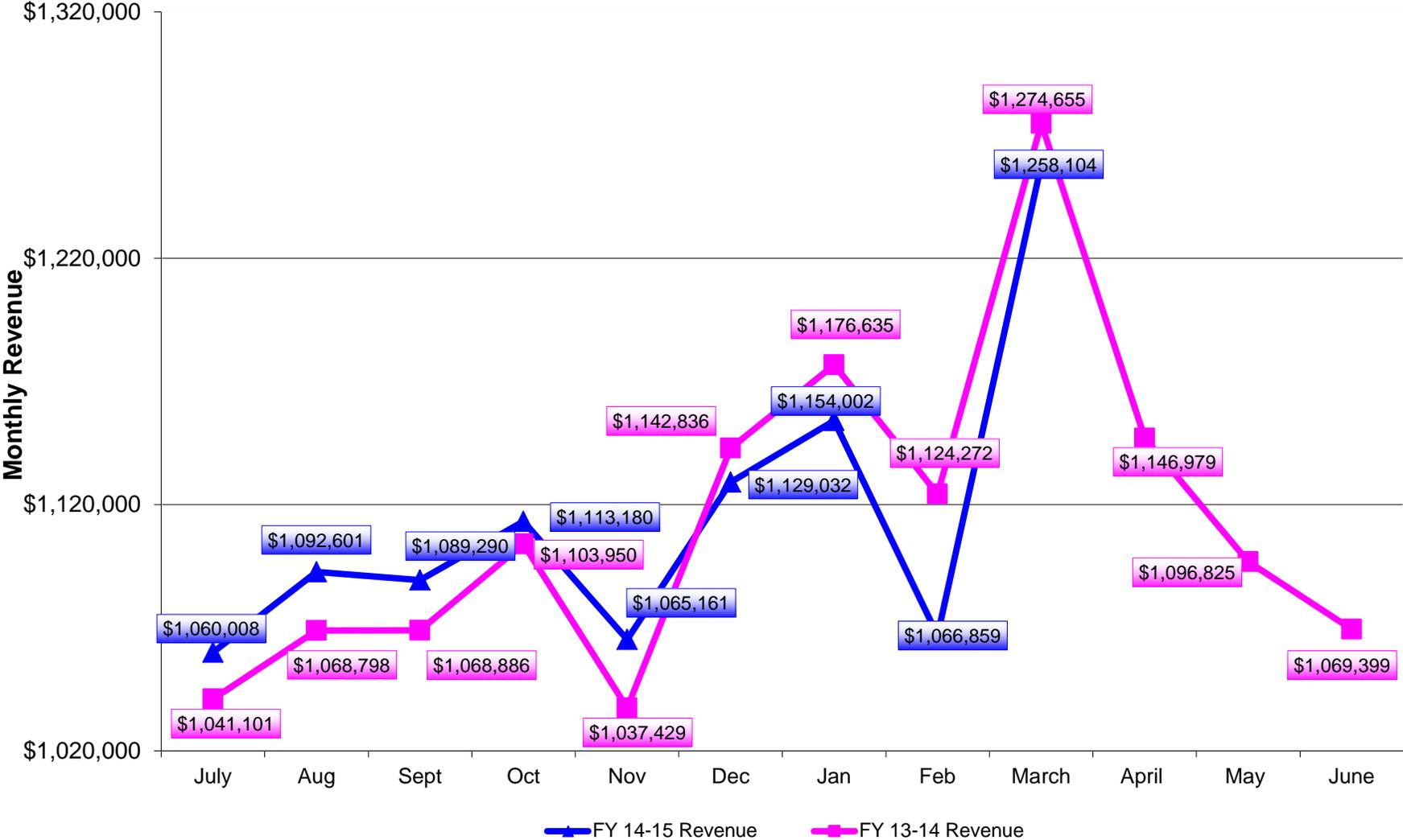


Chart 3 - SFRTA Revenue



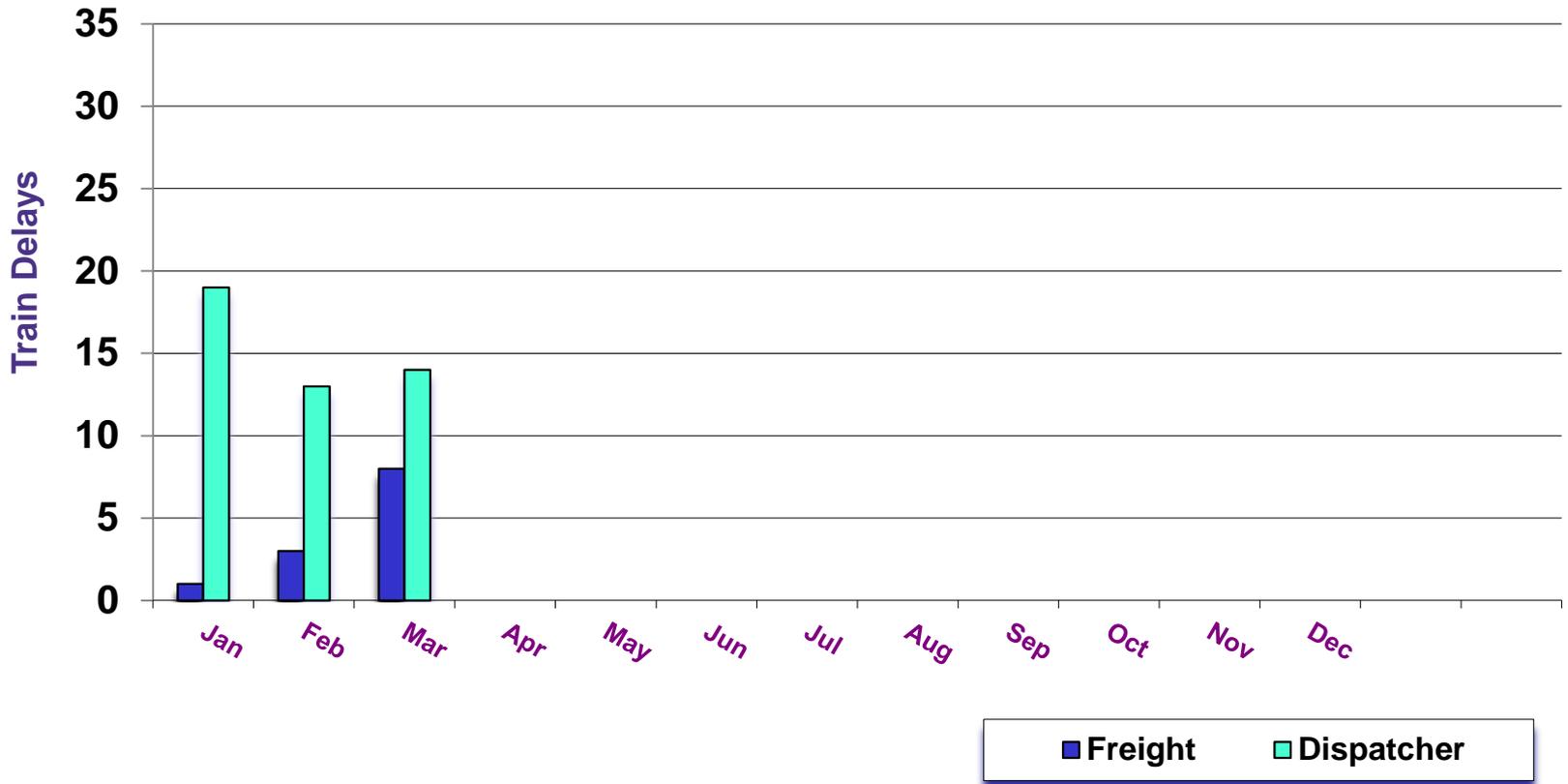


MARCH 2015 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

| OTP End To End | | | 77.2% |
|-------------------------------|---------------------|-----------------------|-------------------------|
| OTP Station To Station | | | 75.8% |
| | NUMBER OF INCIDENTS | NUMBER OF LATE TRAINS | PERCENT OF TOTAL TRAINS |
| DELAY CAUSES | | | |
| PD/FD Activity | 1 | 1 | 0.1% |
| SUB-TOTAL | 1 | 1 | 0.1% |
| CSX AGREEMENT | | | |
| RULE COMPLIANCE | 0 | 0 | 0.0% |
| FREIGHT | 7 | 8 | 0.6% |
| LOCAL SWITCHER | 1 | 1 | 0.1% |
| JAX DISPATCHER | 9 | 14 | 1.0% |
| MOW | 10 | 11 | 0.8% |
| SUB-TOTAL | 27 | 34 | 2.5% |
| OUTSIDE CSX | | | |
| COMMUNICATIONS | 0 | 0 | 0.0% |
| SIGNALS-COMP. | 9 | 37 | 2.7% |
| SUB-TOTAL | 9 | 37 | 2.7% |
| BOMBARDIER MECHANICAL | 5 | 17 | 1.2% |
| TRANSDEV TRANSPORTATION | 1 | 1 | 0.1% |
| AMTRAK | 5 | 5 | 0.4% |
| FEC IRIS | 0 | 0 | 0.0% |
| FEC TRAIN | 6 | 7 | 0.5% |
| WEATHER | 1 | 17 | 1.2% |
| ROW FOUL | 3 | 22 | 1.6% |
| SFRTA TRANSPORTATION | 8 | 10 | 0.7% |
| OTHER | 14 | 74 | 5.4% |
| 3rd PARTY GATE MALFUNCTION | 7 | 17 | 1.2% |
| 3RD PARTY -FATALITIES/VEHICLE | 1 | 17 | 1.2% |
| ROTEM MECHANICAL | 3 | 5 | 0.4% |
| BROOKVILLE MECHANICAL | 8 | 27 | 2.0% |
| SENSO TECH | 1 | 1 | 0.1% |
| BRIDGE SIGNAL | 0 | 0 | 0.0% |
| NBC MOW | 0 | 0 | 0.0% |
| NBC DISPATCHER | 0 | 0 | 0.0% |
| VANDALISM | 0 | 0 | 0.0% |
| ADA | 3 | 4 | 0.3% |
| EFFICIENCY TESTING | 0 | 0 | 0.0% |
| SUB-TOTAL | 66 | 224 | 16.4% |
| TRAINS LATE | | 295 | 21.5% |
| TERMINATED | | 8 | 0.6% |
| TERMINATED/RECOVERED | | 0 | 0.0% |
| ANNULLED | | 10 | 0.7% |
| TRAINS ON TIME | | 1057 | 77.2% |
| TOTAL | | 1370 | 100.0% |

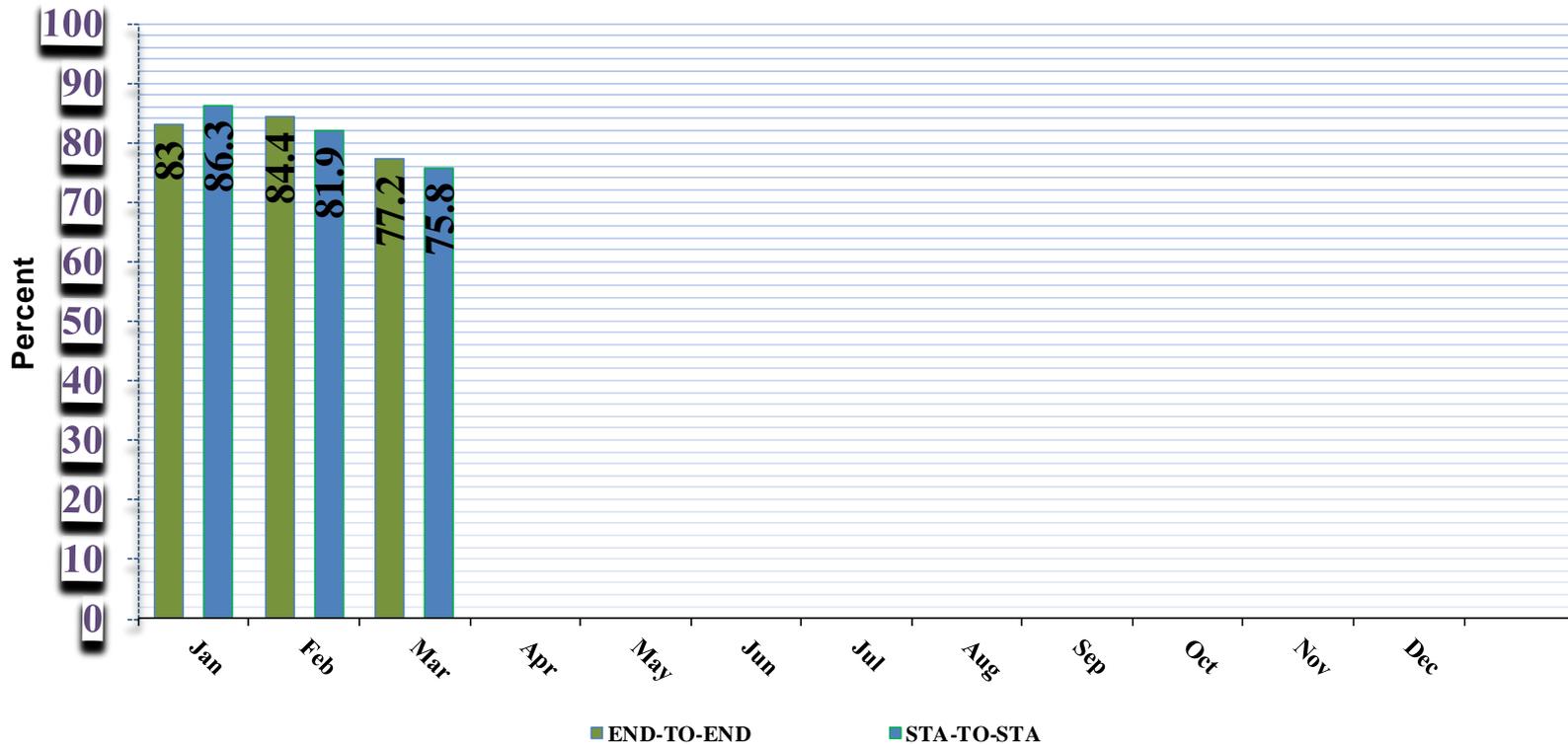


CSXT JAX Dispatcher & Freight Delays - 2015



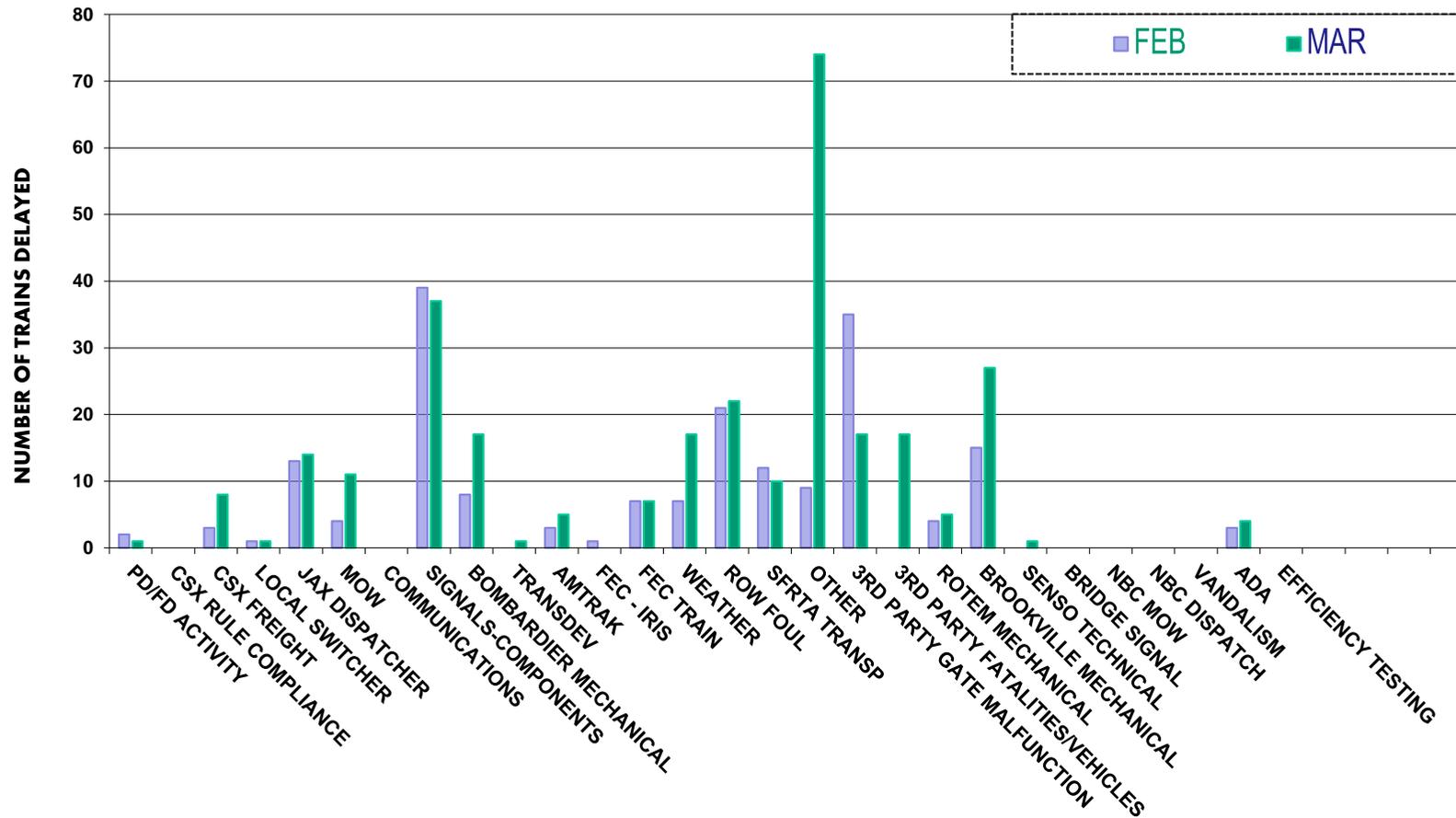


On-Time Performance Calendar Year 2015



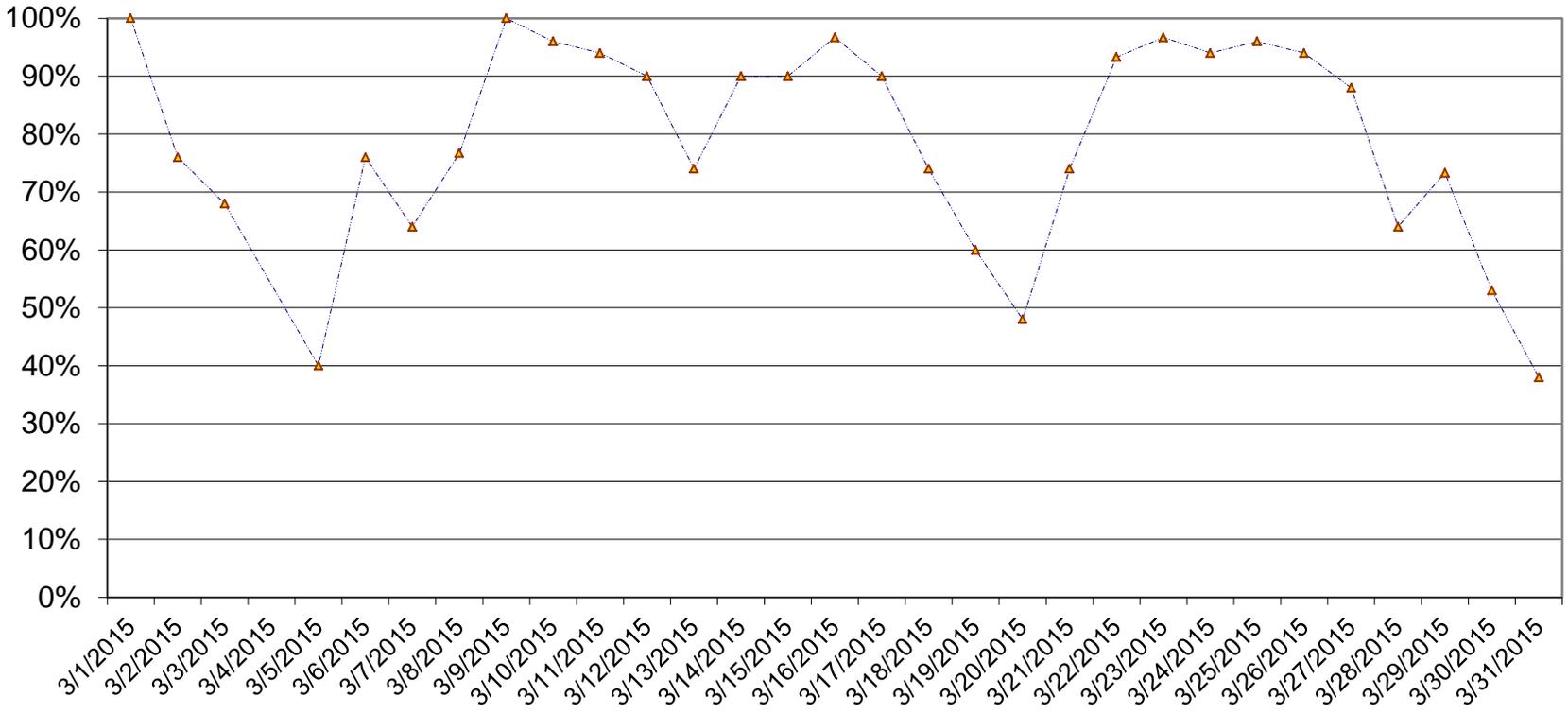


TRAIN DELAYS- 2015

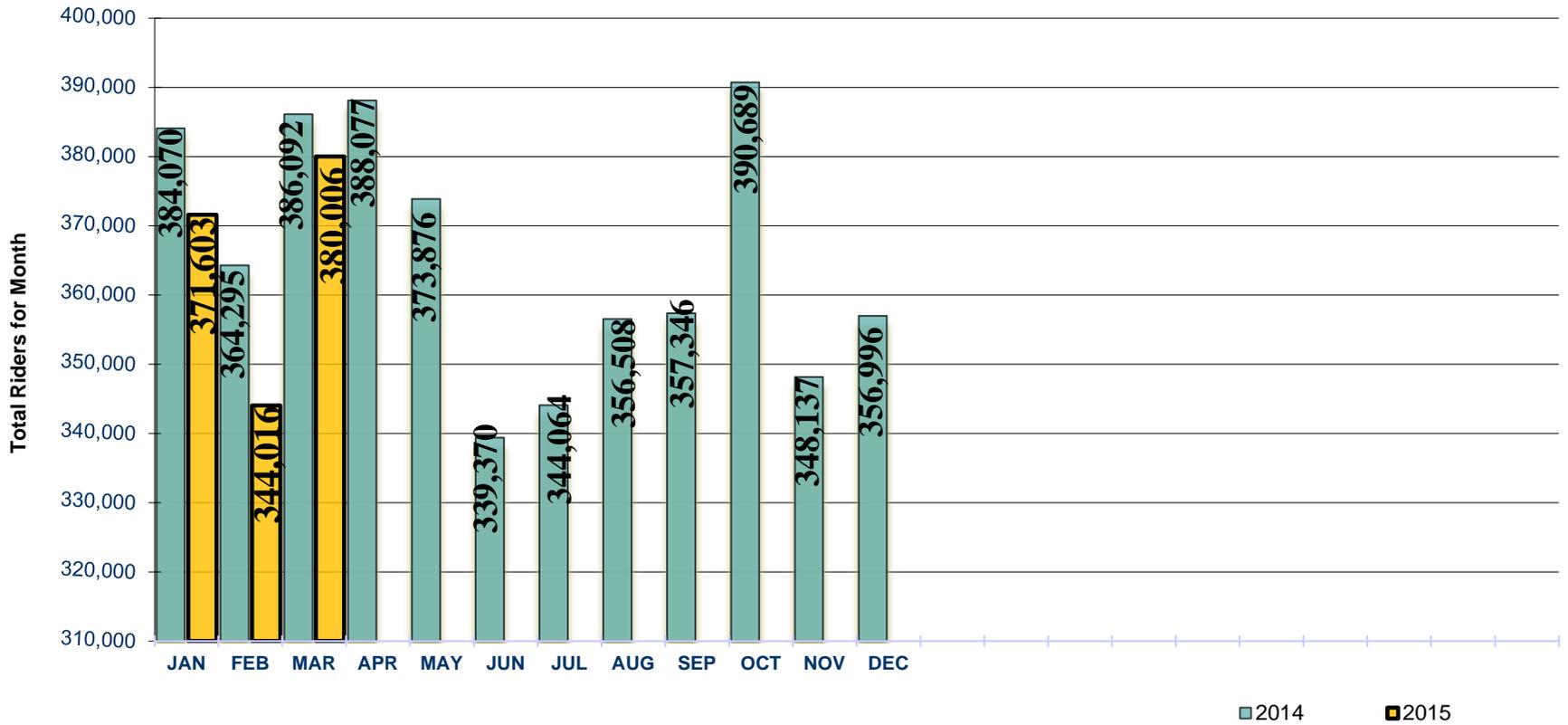




ON TIME PERFORMANCE END TO END MAR - 2015



SFRTA Tri-Rail Monthly Ridership 2015



AGENDA ITEM D

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

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 8 new employers and 218 new employees during the month of March.

The total number of EDP tickets recorded as sold was 2,426 and the total revenue generated was reported as \$155,721.30 in March.

NEW EDP COMPANIES

| Employer | Enrollment Date | City |
|--|------------------------|-----------------|
| Bahamas Paradise Cruises | 3/25/2015 | West Palm Beach |
| BBC Worldwide | 3/18/2015 | Coral Gables |
| Beanstalk Networks LLC, dba Openclose | 3/27/2015 | West Palm Beach |
| Cole, Scott & Kissane, P.A. | 3/25/2015 | Plantation |
| EGC International Corporation | 3/05/2015 | Fort Lauderdale |
| Florida Department of Corrections | 3/18/2015 | Miami |
| Mager, Dolce & Paruas, LLC | 3/18/2015 | Hollywood |
| Mandarin Library Automation | 3/23/2015 | Boca Raton |
| PMA Venture Capital Group, LLC | 3/25/2015 | Miami |
| Superior Plus Construction Products dba Winroc SPI | 3/03/2015 | Pompano Beach |
| UMT Marine, LLC | 3/13/2015 | Fort Lauderdale |

EDP SALES MISSIONS

| Employer | City |
|---|-----------------|
| AAR Aircraft Services | Miami |
| Academy of South Florida | Fort Lauderdale |
| Bahamas Paradise Cruises | West Palm Beach |
| BBC Worldwide | Coral Gables |
| Beanstalk Networks, LLC, dba Openclose | West Palm Beach |
| Carnival Cruise Lines | Miami |
| City of Dania Beach | Dania Beach |
| Cole Scott & Kissane, PA | Plantation |
| Eastern Metal Supply, Inc. | Lake Worth |
| Ellis Ged, & Bodden, PA | Boca Raton |
| Florida Department of Corrections | Miami |
| Fox Rothschild, LLP | West Palm Beach |
| Franklin Dodd Communication | Hialeah |
| Great Western Screen Printing, Inc. | Lake Worth |
| Health Care District of Palm Beach County | West Palm Beach |
| Hoover Plumbing Systems | Pompano Beach |
| Inbound Call Experts, (I.C.E.) | Boca Raton |
| Mager, Dolce & Paruas, LLC | Hollywood |
| Mandarin Library Automation | Boca Raton |
| Miele USA | Fort Lauderdale |
| Oxygen Development | Palm Springs |
| Palm Beach County Health Department | West Palm Beach |
| Parlux Fragrances, Inc. | Fort Lauderdale |
| UMT Marine, LLC | Fort Lauderdale |

**CORPORATE AND COMMUNITY OUTREACH OFFICE –
MARCH ACTIVITIES:**

CAREER DAYS

ASouth Florida Regional Transportation Authority (SFRTA) Corporate and Community Relations Liaison participated during annual career fairs held at Madisson Middle School in Miami and Pentab Academy in Miami Gardens. Students from both schools were provided a presentation about the train system and information on different career opportunities available in the transit industry. Students were also presented train safety tips from “Operation Lifesaver,” as well as details on the student discounted fares offered on Tri-Rail.

COMMISSION MEETING

SFRTA Executive Director presented to the Miami-Dade County Board of County Commissioners to garner support for the Downtown Miami Link opportunity proposed by All Aboard Florida. Many supporters filled Miami City Hall, urging the commissioners to make Tri-Rail service into Downtown Miami a reality. Corporate and Community Outreach (C&CO) office staff live-tweeted on social media during the meeting to engage public discussion.

FLORIDA BIKE MONTH

In honor of Florida Bike Month, the C&CO staff participated in various biking events in Broward County, including the “Let’s Go Biking” event hosted by the Broward Metropolitan Planning Organization. Event-goers took part in helmet fittings and took a leisurely 6-mile bike ride along the City of Coconut Creek’s Greenways Trails. C&CO staff was also present at the Ride for Relay event held at CB Smith Park in Pembroke Pines. Attendees of this event had the chance to learn of Tri-Rail’s Bicycle Locker Program and discount information, including the Weekend/Holiday Day Pass.

FAU FAIR

The C&CO staff was present to staff an information booth at the Veterans and Students resource fair held at Florida Atlantic University’s (FAU) Boca Raton Campus. Information was provided on student discounts and the “Service Connected Pass” which offers free passage on Tri-Rail to veterans with disabilities.

KINGS POINT SENIOR EXPO

An SFRTA Corporate and Community Relations Liaison attended the Kings Point Senior Expo in Delray Beach for an opportunity to promote the “Service Connected Pass” and the 50% discount fare available for senior citizens on Tri-Rail.

POINT BLANK ENTERPRISES

SFRTA Planning staff coordinated a meeting with the City of Pompano Beach and Point Blank Enterprises, one of the City's largest employers, to identify strategies that can provide the company's employees with access to the office location. SFRTA Operations and C&CO were part of the meeting which provided the group with several options to pursue, including incorporating a subsidized program, engaging with South Florida Commuter Services and considering a private bus contractor.

SENIOR IDOL AUDITIONS

Nearly 100 seniors participated in the "Senior Idol" auditions held at Parker Playhouse, where 12 finalists were selected to participate in the final show, scheduled for May 17. This will mark the event's 10th year of showcasing the talent of our local seniors.

WEST PALM BEACH FAIR

SFRTA participated in the City of West Palm Beach's annual benefits fair to promote Tri-Rail's Employer Discount Program.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- COMTO Scholarship Committee and Quarterly Membership Meetings
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group
- Women's Transportation Seminar – South Florida Scholarship Luncheon



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

March 2015

Revenue:

Train Revenue

For March 2015 year-to-date (YTD) actual revenue decreased \$234,554 or 2% when compared to fiscal year (FY) 2015 YTD budgeted revenue. Actual revenue for FY 2015 YTD decreased by \$293,275 or 3% when compared to FY 2014 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) Dedicated Funding fourth quarter payment should arrive by the middle of June.

Expenses:

As of March 2015, the SFRTA FY 2015 YTD actual expenses are \$12,424,636 or 17% below budget when compared to the FY 2015 YTD budgeted expense. All expenses are well within budget.

Train operations for FY 2015 YTD actual are \$7,295,928 or 16% below budget when compared to the FY 2015 YTD budget and increased \$8,834,425 or 30% when compared to FY 2014 YTD actual. This increase in FY 2015 can be mostly attributed to an increase in Maintenance of Way, Train Operations Contract, Security Contract and Insurance expense.

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

- Train fuel expense for FY 2015 YTD actual is \$1,640,774 or 20% below budget when compared to the FY 2015 YTD budget, and decreased \$270,334 or 4% when compared to FY 2014 YTD actual fuel expense. This decrease is attributed to lower fuel prices.
- Security expense for FY 2015 YTD actual is \$791,956 or 16% below budget when compared to the FY 2015 YTD budget, and increased \$166,502 or 4% when compared to FY 2014 YTD actual. This increase can be attributed to changes in the rates per the contract.

Expenses (Contd.)

- Feeder bus expense for FY 2015 YTD actual is \$71,869 or 2% below budget when compared to the FY 2015 YTD budget and increased \$180,699 or 4% when compared to FY 2014 YTD actual. This month SFRTA received the full year invoice for Palm Beach and Miami Dade.
- Insurance expense for FY 2015 YTD actual is \$178,131 or 7% below budget when compared to the FY 2015 YTD budget and increased \$379,046 or 19% when compared to the FY 2014 actual. This increase in FY 2015 can be attributed to higher rates associated with our rolling stock and property.
- ROW Maintenance expense for FY 2015 YTD actual is \$3,687,349 or 31% below budget when compared to the FY 2015 YTD budget and increased \$7,854,295 or greater than 100% when compared to the FY 2014 actual. This increase in FY 2015 can be attributed to the SFRTA taking over dispatching control of the corridor.

Train and Station Maintenance for FY 2015 YTD actual is \$2,680,867 or 16% below budget when compared to the FY 2015 YTD budget and increased \$347,678 or 3% when compared to the FY 2014 actual. This increase can be attributed to an increase in Train and Station Maintenance expenses for the current month.

- Train Maintenance for FY 2015 YTD actual is \$2,153,024 or 15% below budget when compared to the FY 2015 YTD budget and increased \$327,751 or 3% when compared to FY 2014 YTD actual. This increase in FY 2015 can be attributed to a higher amount of expenses monthly with our fleet maintenance contract.
- Station Maintenance for FY 2015 YTD actual is \$527,843 or 26% below budget when compared to the FY 2015 YTD budget and increased \$19,927 or 1% when compared to FY 2014 YTD actual. This increase in FY 2015 can be attributed to a higher amount of expenses associated with the contract.

Personnel Expenses for FY 2015 YTD actual are \$981,342 or 12% below budget when compared to the FY 2015 YTD budget and increased \$557,378 or 8% when compared to the FY 2014 actual.

Professional Services for FY 2015 YTD actual are \$364,384 or 45% below budget when compared to the FY 2015 YTD budget and increased \$52,185 or 12% when compared to FY 2014 actual.

Legal Departmental expenses for FY 2015 YTD actual are \$195,014 or 31% below budget when compared to the FY 2015 YTD budget and decreased \$25,796 or 6% when compared to FY 2014 actual. This decrease can be attributed to lower expenses associated with outside counsel for the year.

Expenses (Contd.)

General and Administrative Expenses for FY 2015 YTD are \$267,381 or 14% below budget when compared to the FY 2015 YTD budget and increased \$189,122 or 14% when compared to FY 2014 actual. Some categories within General and Administrative expenses are Business Travel, Telecommunications expense and Office Rent.

- Business Travel expense for FY 2015 YTD actual is \$74,745 or 41% below budget when compared to the FY 2015 YTD budget and increased \$30,122 or 38% when compared to FY 2014 actual.
- Telecommunications expense for FY 2015 YTD actual is approximately \$6,232 or 1% below budget when compared to the FY 2015 YTD budget and increased approximately \$118,656 or 39% when compared to the FY 2014 YTD actual due to an increase in monthly charges, usages as well as new phone lines.
- Office Rent for FY 2015 YTD actual is \$2,009 or at budget when compared to the FY 2015 YTD budget and increased \$31,227 or 6% when compared to the FY 2014 actual. This is attributed to the base rent increase per our agreement.

Corporate & Community Outreach expenses for FY 2015 YTD actual are \$94,912 or 20% below budget when compared to the FY 2015 YTD budget and decreased approximately \$3,658 or 1% when compared to the FY 2014 YTD actual.

- Corporate & Community Outreach Contract for FY 2015 YTD actual is \$47,323 or 13% below budget when compared to the FY 2015 YTD budget and decreased approximately \$4,721 or 1% when compared to the FY 2014 actual. This decrease is attributed to slightly lower expenses associated with the contract in March.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
3/01/15 TO 3/31/15**

| REVENUE | MARCH 2015 ACTUAL REVENUES | YTD ACTUAL REVENUES | YTD BUDGETED REVENUES | OVER (UNDER) BUDGET | 2014-15 ANNUAL BUDGET | BUDGET AVAILABLE |
|------------------------------------|----------------------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|---------------------|
| Train Revenue | \$1,220,504 | \$9,745,287 | \$9,979,841 | (\$234,554) | \$13,064,845 | \$3,319,558 |
| Interest Income / Other Income | 61,669 | 383,869 | 243,747 | 140,122 | 325,000 | (58,869) |
| TOTAL TRAIN REVENUE | \$1,282,173 | \$10,129,156 | \$10,223,588 | (\$94,432) | \$13,389,845 | \$3,260,689 |
| OPERATING ASSISTANCE | | | | | | |
| Statutory Operating Assistance | 4,276,659 | 12,975,003 | 12,975,003 | - | 17,300,000 | 4,324,997 |
| Statutory Dedicated Funding | 1,108,333 | 9,974,997 | 9,974,997 | - | 13,300,000 | 3,325,003 |
| Statutory Maintenance of Way | - | 5,798,596 | 10,640,000 | (4,841,404) | 14,400,000 | 8,601,404 |
| FHWA | 639,755 | 2,336,925 | 2,999,997 | (663,072) | 4,000,000 | 1,663,075 |
| FDOT JPA- Hialeah Station | 62,806 | 62,806 | 76,450 | (13,644) | 191,125 | 128,319 |
| FDOT JPA- MIC Station | - | - | 60,000 | (60,000) | 150,000 | 150,000 |
| FTA Assistance | 5,306,163 | 14,124,254 | 16,822,649 | (2,698,395) | 23,100,000 | 8,975,746 |
| FTA-Designated Recipient Fees | 49,525 | 170,275 | 225,000 | (54,725) | 300,000 | 129,725 |
| FTA-JARC/New Freedom Program Fee | 16,297 | 35,367 | 37,503 | (2,136) | 50,000 | 14,633 |
| FTA-JARC/New Freedom Program Match | 35,335 | 339,829 | 341,916 | (2,087) | 375,890 | 36,061 |
| Statutory Counties Contribution | - | 4,695,000 | 4,695,000 | - | 4,695,000 | - |
| Gas Tax Transfer | - | - | 1,050,003 | (1,050,003) | 1,400,000 | 1,400,000 |
| SFRTA Reserves | - | - | 2,878,229 | (2,878,229) | 3,837,636 | 3,837,636 |
| Other Local Funding | 33,955 | 154,548 | 221,057 | (66,509) | 294,740 | 140,192 |
| TOTAL ASSISTANCE | 11,528,828 | 50,667,600 | 62,997,804 | (12,330,204) | 83,394,391 | 32,726,791 |
| TOTAL REVENUE | \$12,811,001 | \$60,796,756 | \$73,221,392 | (\$12,424,636) | \$96,784,236 | \$35,987,480 |

| EXPENSES | MARCH 2015 ACTUAL EXPENSES | YTD ACTUAL EXPENSES | YTD BUDGETED EXPENSES | OVER (UNDER) BUDGET | 2014-15 ANNUAL BUDGET | BUDGET AVAILABLE |
|-----------------------------------|----------------------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|----------------------|
| Train Operations | 10,526,550 | 38,125,171 | 45,421,099 | (7,295,928) | 59,634,155 | 21,508,984 |
| Train and Station Maintenance | 1,226,514 | 13,784,582 | 16,465,449 | (2,680,867) | 22,151,447 | 8,366,865 |
| Personnel Expenses | 829,190 | 7,329,525 | 8,310,867 | (981,342) | 11,081,154 | 3,751,629 |
| Professional Fees | 69,200 | 488,899 | 885,283 | (396,384) | 1,187,400 | 698,501 |
| Legal | 49,737 | 434,419 | 629,433 | (195,014) | 838,244 | 403,825 |
| General & Administrative Expenses | 150,168 | 1,576,749 | 1,844,130 | (267,381) | 2,338,337 | 761,588 |
| Corporate & Community Outreach | 37,197 | 376,466 | 471,378 | (94,912) | 628,500 | 252,034 |
| Reserve | - | - | 375,003 | (375,003) | 499,999 | 499,999 |
| Expenses Transferred to Capital | (77,555) | (1,319,055) | (1,181,250) | (137,805) | (1,575,000) | (255,945) |
| TOTAL EXPENSES | \$ 12,811,001 | \$ 60,796,756 | \$ 73,221,392 | \$ (12,424,636) | \$ 96,784,236 | \$ 35,987,480 |

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**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH 31, 2015 & 2014**

| | Curent Year | | | | | | | Prior Year Comparison | | |
|------------------------------------|----------------------|----------------------|----------------------|-----------------------|---------------------|---------------------|-------------|-----------------------|------------------|------------|
| | March 2015 Actual | March 2015 Budget | Variances | FY 2015 YTD Actual | YTD Budget | Variances | % | FY 2014 YTD Actual | Variances | % |
| Revenues: | | | | | | | | | | |
| Train Revenue | \$1,220,504 | \$1,129,893 | 90,611 | \$9,745,287 | \$9,979,841 | -\$234,554 | -2% | \$10,038,562 | -\$293,275 | -3% |
| Interest/Dividend Income | 61,669 | 27,083 | 34,586 | 383,869 | 243,747 | 140,122 | 57% | 283,370 | 100,499 | 35% |
| Total Train Revenue | 1,282,173 | 1,156,976 | 125,197 | 10,129,156 | 10,223,588 | (94,432) | -1% | 10,321,932 | (192,776) | -2% |
| Operating Assistance: | | | | | | | | | | |
| Statutory Operating Assistance | 4,276,659 | 4,276,659 | - | 12,975,003 | 12,975,003 | - | 0% | 12,975,000 | 3 | 0% |
| Statutory Dedicated Funding | 1,108,333 | 1,108,333 | - | 9,974,997 | 9,974,997 | - | 0% | 9,975,000 | (3) | 0% |
| Statutory Maintenance of Way | - | 2,691,341 | (2,691,341) | 5,798,596 | 10,640,000 | (4,841,404) | -46% | - | 5,798,596 | 0% |
| FHWA | 639,755 | 725,000 | (85,245) | 2,336,925 | 2,999,997 | (663,072) | -22% | 2,457,194 | (120,269) | -5% |
| FDOT JPA- Hialeah Station | 62,806 | 77,000 | (14,194) | 62,806 | 76,450 | (13,644) | -18% | - | 62,806 | 0% |
| FDOT JPA- MIC Station | - | - | - | - | 60,000 | (60,000) | -100% | - | - | 0% |
| FTA Assistance | 5,306,163 | 5,609,001 | (302,838) | 14,124,254 | 16,822,649 | (2,698,395) | -16% | 9,753,769 | 4,370,485 | 45% |
| FTA-Designated Recipient Fees | 49,525 | 55,000 | (5,475) | 170,275 | 225,000 | (54,725) | -24% | 446,145 | (275,870) | -62% |
| FTA-JARC/New Freedom Program Fee | 16,297 | 24,167 | (7,870) | 35,367 | 37,503 | (2,136) | -6% | 32,222 | 3,145 | 10% |
| FTA-JARC/New Freedom Program Match | 35,335 | 105,324 | (69,989) | 339,829 | 341,916 | (2,087) | -1% | 359,595 | (19,766) | -5% |
| Statutory Counties Contribution | - | - | - | 4,695,000 | 4,695,000 | - | 0% | 4,695,000 | - | 0% |
| Gas Tax Transfer | - | 116,667 | (116,667) | - | 1,050,003 | (1,050,003) | -100% | - | - | 0% |
| SFRTA Reserves | - | 201,915 | (201,915) | - | 2,878,229 | (2,878,229) | -100% | - | - | 0% |
| Other Local Funding | 33,955 | 44,562 | (10,607) | 154,548 | 221,057 | (66,509) | -30% | 137,440 | 17,108 | 12% |
| Total Operating Assistance | 11,528,828 | 15,034,969 | (3,506,141) | 50,667,600 | 62,997,804 | (12,330,204) | -20% | 40,831,365 | 9,836,235 | 24% |
| Total Revenue | \$12,811,001 | \$16,191,945 | (\$3,380,944) | 60,796,756 | \$73,221,392 | (12,424,636) | -17% | 51,153,297 | 9,643,459 | 19% |

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH 31, 2015 & 2014

| | Curent Year | | | | | | | Prior Year Comparison | | |
|--|----------------------|----------------------|--------------------|-----------------------|-------------------|--------------------|-------------|-----------------------|------------------|------------|
| | March 2015 Actual | March 2015 Budget | Variances | FY 2015 YTD Actual | YTD Budget | Variances | % | FY 2014 YTD Actual | Variances | % |
| Expenses: | | | | | | | | | | |
| Train Operations | | | | | | | | | | |
| Train Operations Contract | \$887,077 | \$1,453,963 | (566,886) | \$8,627,006 | \$8,844,931 | (217,925) | -2% | \$8,391,915 | 235,091 | 3% |
| Train Operation - Fuel | 539,802 | 1,081,875 | (542,073) | 6,521,101 | 8,161,875 | (1,640,774) | -20% | 6,791,435 | (270,334) | -4% |
| Emergency Bus Service | - | 14,983 | (14,983) | 31,994 | 41,250 | (9,256) | -22% | 32,647 | (653) | -2% |
| Security Contract | 555,041 | 585,062 | (30,021) | 4,238,683 | 5,030,639 | (791,956) | -16% | 4,072,181 | 166,502 | 4% |
| Feeder Bus | 375,899 | 481,778 | (105,879) | 4,449,132 | 4,521,001 | (71,869) | -2% | 4,268,433 | 180,699 | 4% |
| Station Utilities | 79,009 | 150,000 | (70,991) | 536,464 | 857,144 | (320,680) | -37% | 428,138 | 108,326 | 25% |
| EMS Boards | 3,977 | 45,167 | (41,190) | 123,833 | 127,287 | (3,454) | -3% | 90,756 | 33,077 | 36% |
| Revenue Collection | - | 43,583 | (43,583) | 216,949 | 399,750 | (182,801) | -46% | 449,859 | (232,910) | -52% |
| Insurance | - | - | - | 2,421,869 | 2,600,000 | (178,131) | -7% | 2,042,823 | 379,046 | 19% |
| APTA Dues | - | 1,583 | (1,583) | - | 14,250 | (14,250) | -100% | - | - | 0% |
| ROW Maintenance | 7,737,931 | 7,956,250 | (218,319) | 8,068,567 | 11,755,916 | (3,687,349) | -31% | 214,272 | 7,854,295 | 3666% |
| TVM Maintenance | 2,164 | 34,333 | (32,169) | 35,302 | 129,000 | (93,698) | -73% | 93,366 | (58,064) | -62% |
| Smart Card | 1,350 | 16,500 | (15,150) | 28,486 | 58,500 | (30,014) | -51% | 2,045 | 26,441 | 1293% |
| Dispatch | 344,300 | 493,284 | (148,984) | 2,825,785 | 2,879,556 | (53,771) | -2% | 2,412,876 | 412,909 | 17% |
| Total Train Operations | 10,526,550 | 12,358,361 | (1,831,811) | 38,125,171 | 45,421,099 | (7,295,928) | -16% | 29,290,746 | 8,834,425 | 30% |
| Train and Station Maintenance | | | | | | | | | | |
| Train Maintenance | 1,061,307 | 1,794,155 | (732,848) | 12,316,236 | 14,469,260 | (2,153,024) | -15% | 11,988,485 | 327,751 | 3% |
| Station Maintenance | 165,207 | 321,799 | (156,592) | 1,468,346 | 1,996,189 | (527,843) | -26% | 1,448,419 | 19,927 | 1% |
| Total Train and Station Maintenance | 1,226,514 | 2,115,954 | (889,440) | 13,784,582 | 16,465,449 | (2,680,867) | -16% | 13,436,904 | 347,678 | 3% |
| Personnel Expenses | | | | | | | | | | |
| Salaries and Wages | 603,427 | 875,926 | (272,499) | 5,301,580 | 6,080,711 | (779,131) | -13% | 5,008,063 | 293,517 | 6% |
| Taxes | 45,151 | 69,522 | (24,371) | 404,065 | 535,698 | (131,633) | -25% | 381,380 | 22,685 | 6% |
| Group Insurance | 120,706 | 135,775 | (15,069) | 1,093,057 | 1,140,876 | (47,819) | -4% | 935,031 | 158,026 | 17% |
| Pension | 59,906 | 91,773 | (31,867) | 530,823 | 553,582 | (22,759) | -4% | 447,673 | 83,150 | 19% |
| Total Personnel Expenses | 829,190 | 1,172,996 | (343,806) | 7,329,525 | 8,310,867 | (981,342) | -12% | 6,772,147 | 557,378 | 8% |
| Professional Services | | | | | | | | | | |
| Auditing Services | - | 5,000 | (5,000) | 72,500 | 73,500 | (1,000) | 0% | 72,500 | - | 0% |
| Professional Services | 69,200 | 91,927 | (22,727) | 416,399 | 811,783 | (395,384) | -49% | 364,214 | 52,185 | 14% |
| Total Professional Services | 69,200 | 96,927 | (27,727) | 488,899 | 885,283 | (396,384) | -45% | 436,714 | 52,185 | 12% |
| Legal | | | | | | | | | | |
| Salaries and Wages | 32,820 | 50,138 | (17,318) | 306,430 | 322,441 | (16,011) | -5% | 276,811 | 29,619 | 11% |
| Taxes | 2,581 | 2,740 | (159) | 15,662 | 24,660 | (8,998) | -36% | 14,790 | 872 | 6% |
| Group Insurance | 3,810 | 5,250 | (1,440) | 31,159 | 31,250 | (91) | 0% | 27,054 | 4,105 | 15% |
| Pension | 4,510 | 8,632 | (4,122) | 42,065 | 42,762 | (697) | -2% | 34,631 | 7,434 | 21% |
| Business Travel | - | 3,750 | (3,750) | 2,813 | 6,750 | (3,937) | -58% | 15,855 | (13,042) | -82% |
| Membership/Dues/Subscriptions | 449 | 2,543 | (2,094) | 3,724 | 4,889 | (1,165) | -24% | 3,578 | 146 | 0% |
| Seminars and Training | - | 1,333 | (1,333) | 75 | 3,000 | (2,925) | -98% | 1,295 | (1,220) | 0% |
| Legal Services | 5,567 | 21,667 | (16,100) | 32,491 | 193,681 | (161,190) | -83% | 86,201 | (53,710) | 0% |
| Total Legal | 49,737 | 96,053 | (46,316) | 434,419 | 629,433 | (195,014) | -31% | 460,215 | (25,796) | -6% |

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
MARCH 31, 2015 & 2014

| | Curent Year | | | | | | | Prior Year Comparison | | |
|--|----------------------|----------------------|--------------------|-----------------------|-------------------|---------------------|-------------|-----------------------|------------------|------------|
| | March 2015 Actual | March 2015 Budget | Variances | FY 2015 YTD Actual | YTD Budget | Variances | % | FY 2014 YTD Actual | Variances | % |
| General and Administrative Expenses | | | | | | | | | | |
| Bank & Credits Cards Fees | 8,017 | 13,833 | (5,816) | 97,236 | 108,000 | (10,764) | -10% | 90,341 | 6,895 | 8% |
| Building Maintenance | 5,705 | 15,875 | (10,170) | 64,491 | 100,875 | (36,384) | -36% | 77,029 | (12,538) | -16% |
| Business Travel | 6,440 | 50,350 | (43,910) | 108,405 | 183,150 | (74,745) | -41% | 78,283 | 30,122 | 38% |
| Materials & Supplies | 11,985 | 53,333 | (41,348) | 131,279 | 132,249 | (970) | -1% | 128,622 | 2,657 | 2% |
| Membership/Dues/Subscriptions | 6,357 | 20,171 | (13,814) | 118,589 | 123,539 | (4,950) | -4% | 118,504 | 85 | 0% |
| Office Rent | 56,607 | 65,491 | (8,884) | 517,410 | 519,419 | (2,009) | 0% | 486,183 | 31,227 | 6% |
| Printing & Advertising | 15,073 | 19,496 | (4,423) | 28,705 | 40,464 | (11,759) | -29% | 17,692 | 11,013 | 62% |
| Seminars and Training | 6,219 | 13,212 | (6,993) | 29,934 | 118,908 | (88,974) | -75% | 29,184 | 750 | 3% |
| Telecommunications | 30,994 | 100,583 | (69,589) | 425,643 | 431,875 | (6,232) | -1% | 306,987 | 118,656 | 39% |
| Vehicle Operations & Maintenance | 2,650 | 10,750 | (8,100) | 40,260 | 60,750 | (20,490) | -34% | 48,942 | (8,682) | -18% |
| Miscellaneous Personnel Expenses | 121 | 11,767 | (11,646) | 14,797 | 24,901 | (10,104) | -41% | 5,860 | 8,937 | 0% |
| Total General and Administrative Exp | 150,168 | 374,861 | (224,693) | 1,576,749 | 1,844,130 | (267,381) | -14% | 1,387,627 | 189,122 | 14% |
| Corporate & Community Outreach Expenses | | | | | | | | | | |
| Special Programs | 940 | 1,000 | (60) | 940 | 9,000 | (8,060) | -90% | 336 | 604 | 0% |
| Customer Service/Information | 1,938 | 11,292 | (9,354) | 44,057 | 83,626 | (39,569) | -47% | 45,310 | (1,253) | -3% |
| Corporate & Community Outreach Contract | 32,783 | 50,667 | (17,884) | 327,678 | 375,001 | (47,323) | -13% | 332,399 | (4,721) | -1% |
| Promotional Materials | 1,536 | 3,417 | (1,881) | 3,791 | 3,751 | 40 | 1% | 2,079 | 1,712 | 0% |
| Total Corporate & Community Outreach Expenses | 37,197 | 66,376 | (29,179) | 376,466 | 471,378 | (94,912) | -20% | 380,124 | (3,658) | -1% |
| Reserves and Transfers | | | | | | | | | | |
| Reserve | - | 41,667 | (41,667) | - | 375,003 | (375,003) | -100% | - | - | 0% |
| Expenses Transferred to Capital | (77,555) | (131,250) | 53,695 | (1,319,055) | (1,181,250) | (137,805) | 12% | (1,011,180) | (307,875) | 0% |
| Total Reserves and Transfers | (77,555) | (89,583) | 12,028 | (1,319,055) | (806,247) | (512,808) | 64% | (1,011,180) | (307,875) | 0% |
| Total Expenses | 12,811,001 | 16,191,945 | (3,380,944) | 60,796,756 | 73,221,392 | (12,424,636) | -17% | 51,153,297 | 9,643,459 | 19% |
| Net Income | - | - | - | - | - | - | 0% | - | - | 0% |

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
MARCH 31, 2015

ASSETS

Current assets:

| | |
|---------------------------|--------------------|
| Cash and cash equivalents | \$ 69,265,152 |
| Accounts receivable: | |
| State Grants | 3,709,316 |
| Federal Grants | 34,580,815 |
| Counties | 2,277,706 |
| Other | 1,129,228 |
| Prepaid expenses | <u>550,858</u> |
| Total current assets | <u>111,513,075</u> |

Noncurrent assets:

| | |
|--|------------------------------|
| Capital assets (net of accumulated depreciation) | <u>557,613,758</u> |
| Total noncurrent assets | <u>557,613,758</u> |
| Total assets | <u><u>\$ 669,126,833</u></u> |

LIABILITIES

Current liabilities:

| | |
|---------------------------------|-------------------|
| Accounts payable | \$ 8,784,684 |
| Accruals | 7,448,984 |
| Compensated absences | 447,762 |
| Deferred revenue | 1,804,517 |
| Due to other governmental units | <u>262,869</u> |
| Total current liabilities | <u>18,748,816</u> |

Noncurrent liabilities:

| | |
|------------------------------|-----------------------------|
| Compensated absences | 671,643 |
| Deposits | 8,214,009 |
| Advances from FDOT | <u>2,000,000</u> |
| Total noncurrent liabilities | <u>10,885,652</u> |
| Total liabilities | <u><u>\$ 29,634,468</u></u> |

NET ASSETS

| | |
|----------------------------------|------------------------------|
| Invested in Capital Assets | 557,613,758 |
| Reserved for Capital Projects | 50,583,001 |
| Unrestricted | <u>31,295,606</u> |
| Total net assets | <u>639,492,365</u> |
| Total liabilities and net assets | <u><u>\$ 669,126,833</u></u> |



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During March 2015, the SFRTA's Accounts Payable division processed 356 invoices totaling \$6,211,202.69 and disbursed 228 checks, excluding payroll, totaling \$7,907,567.16.

Invoices over \$2,500 represent 33.8% (77 checks) of all invoices processed in the month of March, and represent 99.1% of the value (\$7,832,988.28) of all checks processed in March 2015.

Accounts Payable processed 83.1% (64 checks) of the checks over \$2,500 within the 21-25 days, with 85.7% (66 checks) of the checks over \$2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 TO MARCH 31, 2015

| RCVD DATE | APPRVD DATE | CHECK DATE | MAILED CHECK | DAYS PROCESS | VENDOR | DESCRIPTION | AMOUNT |
|-----------|-------------|------------|--------------|--------------|---------------------------------------|---|---------------------|
| 3/6/2015 | 3/9/2015 | 3/1/2015 | 3/16/2015 | 10 | G4S SECURE SOLUTIONS USA | CUST #006038 WE 02/23-03/01/15 | 224,976.40 |
| 1/23/2015 | 2/4/2015 | 3/3/2015 | 3/2/2015 | 38 | BV OIL COMPANY | TRAIN FUELS JAN 2015 | 83,682.77 |
| 1/23/2015 | 2/11/2015 | 3/3/2015 | 3/2/2015 | 38 | BV OIL COMPANY | TRAIN FUELS JAN 2015 | 8,797.90 |
| 1/30/2015 | 2/5/2015 | 3/3/2015 | 3/2/2015 | 31 | BV OIL COMPANY | TRAIN FUELS JAN 2015 | 92,603.53 |
| 2/6/2015 | 2/11/2015 | 3/3/2015 | 3/2/2015 | 24 | BV OIL COMPANY | TRAIN FUELS JAN 2015 | 58,135.45 |
| 2/12/2015 | 2/19/2015 | 3/3/2015 | 3/2/2015 | 18 | BV OIL COMPANY | TRAIN FUELS FEB 2015 | 61,113.12 |
| 2/20/2015 | 2/26/2015 | 3/9/2015 | 3/6/2015 | 14 | BOARD OF CTY COMMISSIONERS | PALM TRAN PASS THROUGH FUNDING. FY15 | 666,666.00 |
| 2/24/2015 | 2/25/2015 | 3/9/2015 | 3/6/2015 | 10 | EAC CONSULTING | CONTRACT #10-017-E WO #7 INV # 3 | 24,343.36 |
| 2/27/2015 | 2/23/2015 | 3/9/2015 | 3/6/2015 | 7 | MIAMI DADE | TRI-RAIL FEEDER BUS OCT 2014-SEPT 2015 | 666,666.00 |
| 3/2/2015 | 3/2/2015 | 3/9/2015 | 3/6/2015 | 4 | FLORIDA POWER & LIGHT | SERVICE 2/05-3/05/15 | 4,831.71 |
| 2/9/2015 | 2/10/2015 | 3/9/2015 | 3/6/2015 | 25 | AT&T | ACCT #VP07JN-01/15 | 3,425.54 |
| 2/11/2015 | 2/13/2015 | 3/9/2015 | 3/6/2015 | 23 | AT&T | ACCT #8003-000-2788 BILLING #CQSZ893801002 | 10,111.25 |
| 2/19/2015 | 2/25/2015 | 3/9/2015 | 3/9/2015 | 18 | BOMBARDIER MASS TRANSIT CORPOR | 02/01-02/28/15 BASE CONTRACT | 98,642.56 |
| 2/24/2015 | 2/24/2015 | 3/9/2015 | 3/6/2015 | 10 | GOVERNMENT AFFAIRS FTI CONSULTING LLC | JAN 2015 FEDERAL LEGISLATIVE CONSULTANT FY15 | 12,000.00 |
| 2/24/2015 | 2/25/2015 | 3/9/2015 | 3/6/2015 | 10 | MERIDIAN MANAGEMENT CORPORATIO | MAINTENANCE WORK JULY 1, 2014 THRU JUNE 30, 2015, | 5,635.93 |
| 2/9/2015 | 2/10/2015 | 3/10/2015 | 3/6/2015 | 25 | AT&T | BILLING #954 V34-7067 036 | 51,174.29 |
| 1/23/2015 | 2/6/2015 | 3/16/2015 | 3/2/2015 | 38 | BV OIL COMPANY | TRAIN FUELS JAN 2015 | 6,974.82 |
| 2/19/2015 | 3/4/2015 | 3/16/2015 | 3/16/2015 | 25 | BV OIL COMPANY | TRAIN FUELS FEB 2015 | 123,597.87 |
| 2/25/2015 | 3/2/2015 | 3/16/2015 | 3/16/2015 | 19 | BV OIL COMPANY | TRAIN FUELS FEB 2015 | 106,423.23 |
| 2/17/2015 | 3/4/2015 | 3/18/2015 | 3/16/2015 | 27 | ROADMASTER ENGINEERING, INC. | EMERGENCY REPAIRS AND MAINTENANCE | 15,379.72 |
| 3/2/2015 | 3/9/2015 | 3/18/2015 | 3/16/2015 | 14 | DOWNTOWN FT LAUDERDALE TMA | DOWNTOWN FORT LAUDERDALE TMA | 26,918.16 |
| 3/6/2015 | 3/9/2015 | 3/18/2015 | 3/16/2015 | 10 | KEOLIS TRANSIT SERVICES, LLC | KEOLIS BASE BUS SERVICE - MARCH 2015 | 149,419.41 |
| 3/9/2015 | 3/9/2015 | 3/18/2015 | 3/16/2015 | 7 | FLORIDA POWER & LIGHT | SERVICE 2/05-3/05/15 | 3,338.36 |
| 3/2/2015 | 3/11/2015 | 3/18/2015 | 3/16/2015 | 14 | LOBBYTOOLS, INC. | LEGISLATIVE CONSULTANT SERVICES | 4,550.00 |
| 3/2/2015 | 3/4/2015 | 3/18/2015 | 3/16/2015 | 14 | RAIL TECH CONSULTANTS INC | JULY 1, 2014 THROUGH JUNE 30, 2015 | 2,688.00 |
| 3/3/2015 | 3/2/2015 | 3/18/2015 | 3/16/2015 | 13 | MERIDIAN MANAGEMENT CORPORATIO | MAINTENANCE WORK JULY 1, 2014 THRU JUNE 30, 2015, | 157,200.94 |
| 3/4/2015 | 3/4/2015 | 3/18/2015 | 3/16/2015 | 12 | ERICKS CONSULTANTS | LEGISLATIVE CONSULTANT SERVICES | 20,500.00 |
| 3/9/2015 | 3/10/2015 | 3/18/2015 | 3/18/2015 | 9 | BANK OF AMERICA | ACCT# 4715 2900 0324 4121 PURCHASE CARDS 02/05-03/04/15 | 32,895.49 |
| 3/4/2015 | 3/4/2015 | 3/23/2015 | 3/23/2015 | 19 | NATIONAL RAILROAD PASSENGER | AMTRAK DISPATCH / INCENTIVE CONTRACT | 286,320.00 |
| 3/10/2015 | 3/11/2015 | 3/23/2015 | 3/23/2015 | 13 | BOMBARDIER MASS TRANSIT CORPOR | 02/01-02/28/15 BASE CONTRACT | 1,121,178.25 |
| 1/28/2015 | 2/3/2015 | 3/24/2015 | 3/19/2015 | 50 | CSX TRANSPORTATION | BRIDGE TENDER | 29,672.61 |
| 3/10/2015 | 3/13/2015 | 3/24/2015 | 3/19/2015 | 9 | SFEC TMA | FEB 2015 SFEC TMA | 7,472.50 |
| 3/10/2015 | 3/10/2015 | 3/24/2015 | 3/19/2015 | 9 | TRANSDEV SERVICES, INC. | 02/01-02/28/15 VEOLIA BASE CONTRACT 8TH YEAR | 887,077.06 |
| 3/12/2015 | 3/12/2015 | 3/24/2015 | 3/19/2015 | 7 | FLORIDA POWER & LIGHT | SERVICE 2/05-3/05/15 | 3,725.75 |
| 3/3/2015 | 3/11/2015 | 3/24/2015 | 3/19/2015 | 16 | GOODMAN PUBLIC RELATIONS INC. | PUBLIC RELATIONS, ADVERTISING SERVICES | 3,325.00 |
| 3/5/2015 | 3/12/2015 | 3/24/2015 | 3/19/2015 | 14 | GOODMAN PUBLIC RELATIONS INC. | PUBLIC RELATIONS, ADVERTISING SERVICES | 21,363.96 |
| 3/9/2015 | 3/10/2015 | 3/24/2015 | 3/19/2015 | 10 | AT&T | ACCT #8003-000-2788 BILLING MARCH 2015 | 9,134.78 |
| 3/9/2015 | 3/16/2015 | 3/24/2015 | 3/19/2015 | 10 | RESPECT OF FLORIDA | JANITORIAL SERVICES FOR SFRTA'S MAIN OFFICE | 5,122.77 |
| 3/11/2015 | 3/19/2015 | 3/30/2015 | 3/30/2015 | 19 | BV OIL COMPANY | TRAIN FUELS FEB 2015 | 250,017.42 |
| 2/25/2015 | 2/25/2015 | 3/31/2015 | 3/26/2015 | 29 | CSX TRANSPORTATION | BRIDGE TENDER | 28,307.01 |
| 3/20/2015 | 3/20/2015 | 3/31/2015 | 3/26/2015 | 6 | FLORIDA POWER & LIGHT | SERVICE 2/05-3/05/15 | 7,856.77 |
| 3/20/2015 | 3/23/2015 | 3/31/2015 | 3/26/2015 | 6 | CITY OF DANIA BEACH | 02/05-03/04/15 | 3,861.46 |
| 3/4/2015 | 3/19/2015 | 3/31/2015 | 3/26/2015 | 22 | RAIL TECH CONSULTANTS INC | PIS PARTS AND LABOR | 3,775.00 |
| 3/11/2015 | 3/25/2015 | 3/31/2015 | 3/26/2015 | 15 | FLORIDA MUNICIPAL INSURANCE TR | WORKERS COMPENSATION INSURANCE | 12,433.25 |
| 3/17/2015 | 3/23/2015 | 3/31/2015 | 3/26/2015 | 9 | MAGNADATA USA INC. | THERMAL PAPER TICKET STOCK, 1,200,000 TICKETS | 10,134.00 |
| 3/23/2015 | 3/23/2015 | 3/31/2015 | 3/26/2015 | 3 | UNITED VAN LINES, LLC | CUST# C. OGLESBY | 7,015.54 |
| 3/26/2015 | 3/26/2015 | 3/31/2015 | 3/26/2015 | 0 | PROLOGIS TRUST | APRIL 2015 RENT | 55,680.79 |
| | | | | 47 | TOTAL OPERATING EXPENDITURES | | 5,476,165.73 |

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 TO MARCH 31, 2015

| RCVD DATE | APPRVD DATE | CHECK DATE | MAILED CHECK | DAYS PROCESS | VENDOR | DESCRIPTION | AMOUNT |
|----------------------|------------------------|-----------------------|-------------------------|-------------------------|--|---|---------------------|
| 2/5/2015 | 2/19/2015 | 3/3/2015 | 3/2/2015 | 25 | BROOKVILLE EQUIPMENT CORP. | FULLY COMPLIANT LOCOMOTIVES | 36,369.00 |
| 2/9/2015 | 2/26/2015 | 3/9/2015 | 3/6/2015 | 25 | CH2M HILL, INC. | CONTRACT #10-018B WO #7 INV #14 | 11,943.73 |
| 2/13/2015 | 2/25/2015 | 3/9/2015 | 3/6/2015 | 21 | HDR ENGINEERING INC | CONTRACT 10-017-G WO #5 INV #10 | 26,729.31 |
| 2/24/2015 | 3/3/2015 | 3/9/2015 | 3/6/2015 | 10 | CITY OF WEST PALM BEACH | REIMBURSEMENT UNDER JARC GRANT 052 | 18,275.25 |
| 2/27/2015 | 3/3/2015 | 3/9/2015 | 3/6/2015 | 7 | PEARL TRANSIT CORP | REIMB OF NF GRANT 050. 12/27/14-02/20/15 | 35,479.14 |
| 3/2/2015 | 3/3/2015 | 3/9/2015 | 3/6/2015 | 4 | CITY OF FORT LAUDERDALE | REIMB OF NF GRANT 082. 10/01/14-10/31/14 | 5,546.20 |
| 3/3/2015 | 3/10/2015 | 3/16/2015 | 3/16/2015 | 13 | GULF BUILDING, LLC | CONTRACT 15-001 02/01-02/28/15 | 773,730.00 |
| 3/9/2015 | 3/10/2015 | 3/16/2015 | 3/16/2015 | 7 | BROOKVILLE EQUIPMENT CORP. | MILESTONE SF 16-10 | 209,890.00 |
| 1/8/2015 | 3/4/2015 | 3/18/2015 | 3/16/2015 | 67 | CUBIC TRANSPORTATION SYSTEMS | ON SITE SUPPORT | 25,264.80 |
| 1/28/2015 | 3/3/2015 | 3/18/2015 | 3/16/2015 | 47 | PARSONS BRINCKERHOFF, INC. | TRACK CAPACITY TO SOUTH FLORIDA RAIL CORRIDOR | 3,692.67 |
| 2/6/2015 | 3/4/2015 | 3/18/2015 | 3/16/2015 | 38 | KIMLEY HORN AND ASSOCIATES | CONTRACT 09-007D WO #34 INV #7 | 35,888.72 |
| 2/13/2015 | 3/9/2015 | 3/18/2015 | 3/16/2015 | 31 | GANNETT FLEMING INC | CONTRACT 10-017B WO #10 INV #9 | 56,922.22 |
| 2/13/2015 | 3/9/2015 | 3/18/2015 | 3/16/2015 | 31 | COUNCIL TREASURE COAST REGIONAL PLAN | CONTRACT #11-011 | 25,000.00 |
| 2/20/2015 | 3/2/2015 | 3/18/2015 | 3/16/2015 | 24 | MERIDIAN MANAGEMENT CORPORATIO | REPLACE LIGHT FIXTURES AT CYPRESS CREEK STATION | 18,875.84 |
| 2/24/2015 | 3/9/2015 | 3/18/2015 | 3/16/2015 | 20 | PARSONS BRINCKERHOFF, INC. | ADDITIONAL TRACK CAPACITY TO SOUTH FLORIDA RAIL CORRIDOR | 71,273.73 |
| 2/24/2015 | 3/4/2015 | 3/18/2015 | 3/16/2015 | 20 | PARSONS TRANSPORTATION GROUP | CONTRACT 14-006 (FINAL DESIGN FOR WAVE | 194,438.24 |
| 3/2/2015 | 3/4/2015 | 3/18/2015 | 3/16/2015 | 14 | CITY OF FORT LAUDERDALE | REIMB OF NF GRANT 050 SEPT 2014 | 13,006.10 |
| 3/3/2015 | 3/3/2015 | 3/18/2015 | 3/16/2015 | 13 | JACOBS ENGINEERING GROUP INC. | CONDUCTING A TELEPHONE-BASED PUBLIC OPINION SURVEY | 11,591.13 |
| 3/6/2015 | 3/10/2015 | 3/18/2015 | 3/16/2015 | 10 | ANSALDO STS USA, INC. | ANSALDO STS USA, INC - FOR SOUTH FLORIDA RAIL CORRIDOR DISP | 216,622.18 |
| 3/10/2015 | 3/17/2015 | 3/18/2015 | 3/18/2015 | 8 | BROOKVILLE EQUIPMENT CORP. | RECOMMENDED SPARE PARTS ALLOWANCE | 209,890.00 |
| 2/27/2015 | 3/13/2015 | 3/24/2015 | 3/19/2015 | 20 | KIMLEY HORN AND ASSOCIATES | CONTRACT #09-007D WO #34 INV #8 | 156,843.51 |
| 3/10/2015 | 3/11/2015 | 3/24/2015 | 3/19/2015 | 9 | KIMLEY HORN AND ASSOCIATES | CONTRACT 09-007D WO #36 INV #3 | 27,220.01 |
| 3/10/2015 | 3/11/2015 | 3/24/2015 | 3/19/2015 | 9 | PARSONS BRINCKERHOFF, INC. | CONTRACT #10-017A WO #8 INV #8 | 41,153.22 |
| 3/10/2015 | 3/11/2015 | 3/24/2015 | 3/19/2015 | 9 | PARSONS BRINCKERHOFF, INC. | CONTRACT 09-007E WO#17 INV#18 | 37,477.35 |
| 3/16/2015 | 3/13/2015 | 3/24/2015 | 3/19/2015 | 3 | PARSONS BRINCKERHOFF, INC. | CONTRACT 10-017A WO #6 INV #12 | 14,463.74 |
| 2/17/2015 | 3/20/2015 | 3/26/2015 | 3/26/2015 | 37 | USAT CORP | LTE MULTIPLE-INPUT-MULTIPLE-OUT (MIMO) ANTENNAS AND GPS | 10,840.00 |
| 3/10/2015 | 3/11/2015 | 3/31/2015 | 3/26/2015 | 16 | JACOBS ENGINEERING GROUP INC. | ACTIVITIES RELATED TO THE TRI-RAIL COASTAL LINK (TRCL) | 4,427.44 |
| 3/16/2015 | 3/23/2015 | 3/31/2015 | 3/26/2015 | 10 | DELL MARKETING, L.P. | DELL PRECISION TOWER 7810 CTO BASE | 7,434.45 |
| 3/24/2015 | 3/25/2015 | 3/31/2015 | 3/26/2015 | 2 | CITY OF OPA LOCKA | REIMB UNDER JARC GRANT 065 JULY 2014 | 7,827.40 |
| 3/25/2015 | 3/18/2015 | 3/31/2015 | 3/26/2015 | 1 | SOUTH FLORIDA URBAN MINISTRIES | REIMB OF NF GRANT 082 APRIL-JUNE 2014 | 48,707.17 |
| | | | | 30 | TOTAL CAPITAL EXPENDITURES | | 2,356,822.55 |
| | | | | 77 | TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES | | 7,832,988.28 |
| | | | | | Item Total | | 7,832,988.28 |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 24, 2015
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
MARCH 1, 2015 TO MARCH 31, 2015**

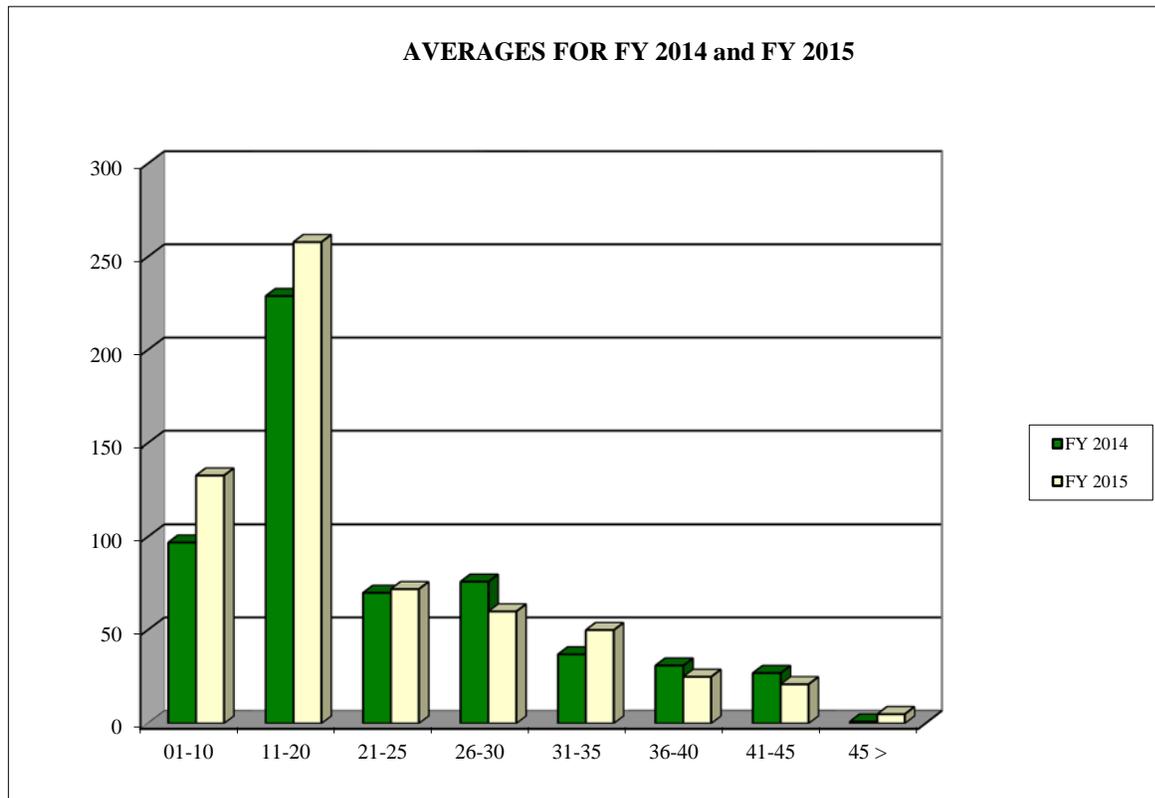
| INVOICE CYCLE | NO. CHECKS | PERCENT OF TOTAL | ACCUM % |
|--------------------------|-----------------------|---------------------------------|--------------------|
| 0-10 days | 32 | 41.6% | 41.6% |
| 11-20 days | 22 | 28.6% | 70.1% |
| 21-25 days | 10 | 13.0% | 83.1% |
| 26-30 days | 2 | 2.6% | 85.7% |
| 31-35 days | 3 | 3.9% | 89.6% |
| 36-40 days | 5 | 6.5% | 96.1% |
| 41-45 days | 0 | 0.0% | 96.1% |
| Over 45 days | 3 | 3.9% | 100.0% |
| TOTAL CHECKS | 77 | 100.0% | |

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

AGENDA ITEM NO. F

FOR INVOICES \$2,500 AND OVER

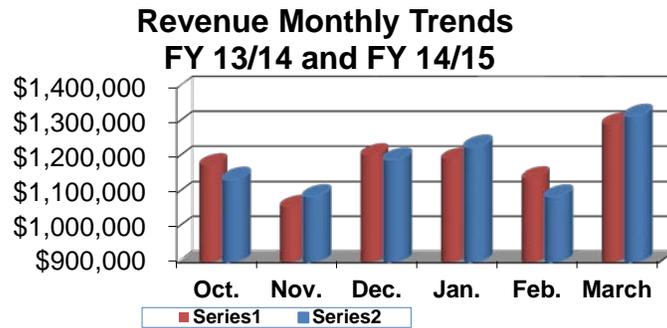
| MONTHLY AVERAGE JULY 2014 TO MARCH 2015 | | MONTHLY AVERAGE JULY 2013 TO MARCH 2014 | |
|--|---------------|--|---------------|
| INVOICE CYCLE | % OF TOTAL | INVOICE CYCLE | % OF TOTAL |
| 0 -10 Days | 21.3% | 0 -10 Days | 17.1% |
| 11-20 Days | 41.3% | 11-20 Days | 40.3% |
| 21-25 Days | 11.5% | 21-25 Days | 12.3% |
| 26-30 Days | 9.6% | 26-30 Days | 13.4% |
| 31-35 Days | 8.0% | 31-35 Days | 6.5% |
| 36-40 Days | 4.0% | 36-40 Days | 5.5% |
| 41-45 Days | 3.4% | 41-45 Days | 4.8% |
| Over 45 Days | 0.8% | Over 45 Days | 0.2% |



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

REVENUE -MARCH 2015

| DESCRIPTION | Mar-14 | Mar-15 | VARIANCE | % |
|---------------|-----------|-----------|----------|--------|
| Weekday Sales | 1,015,668 | 1,040,638 | 24,970 | 2.5% |
| Weekend Sales | 258,987 | 217,466 | (41,521) | -16.0% |
| Other Income | 22,340 | 61,670 | 39,331 | 176.1% |
| Total Revenue | 1,296,995 | 1,319,774 | 22,779 | 1.8% |

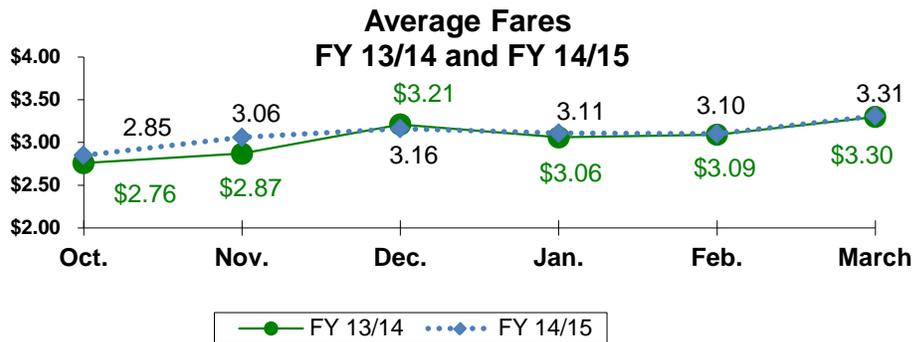


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- MARCH 2015**

| SALES BY TICKET TYPE | MARCH 2014 | MARCH 2015 | PERCENT ⁽¹⁾ CHANGE |
|----------------------------|------------------|------------------|-------------------------------|
| Palm Beach Schools | 27,550 | 30,750 | 12% |
| Employer Disc. Program | 165,224 | 155,721 | -6% |
| Group Tour Sales | 405 | 812 | 100.4% |
| Station Sales: | | | |
| One-Way | 461,445 | 475,853 | 3.1% |
| Roundtrip | 269,041 | 260,453 | -3.2% |
| 12 Trips | 40,673 | 43,556 | 7.1% |
| Monthly | 71,400 | 74,100 | 3.8% |
| Monthly Reg. Pass | 31,610 | 27,985 | -11.5% |
| One-Way Discount | 6,371 | 5,524 | -13.3% |
| Roundtrip Discount | 10,017 | 7,462 | -25.5% |
| Monthly Discount | 44,950 | 36,350 | -19.1% |
| Monthly Disc. Reg. Pass | 20,953 | 17,545 | -16.3% |
| Stored Value | 114,115 | 121,993 | 6.9% |
| Card Deposits | 10,902 | - | |
| Total Station Sales | 1,081,475 | 1,070,820 | |
| Total Sales | 1,274,655 | 1,258,104 | -1.3% |

AVERAGE FARE

| | |
|------|------|
| 3.30 | 3.31 |
|------|------|

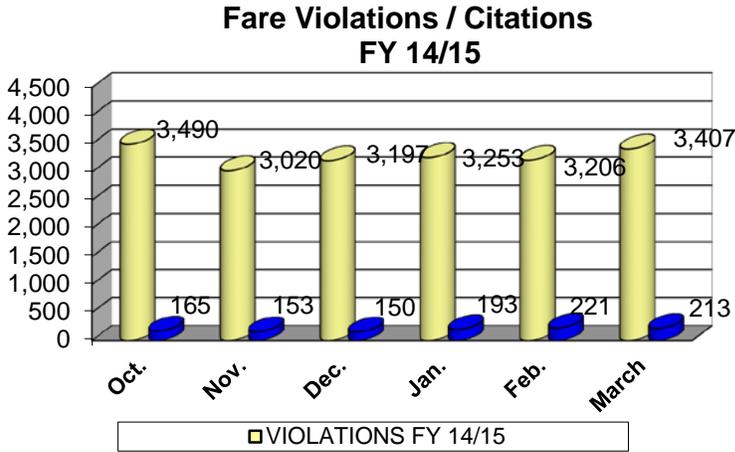


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
OCTOBER 2014 THROUGH MARCH 2015**

| MONTH | TOTAL INSPECTED | TOTAL VIOLATIONS | # OF CITATIONS | # OF WARNINGS | % RIDERS INSPECTED |
|---------------|-----------------|------------------|----------------|---------------|--------------------|
| OCTOBER 2014 | 507,221 | 3,490 | 165 | 3,322 | 130% |
| NOVEMBER 2014 | 424,072 | 3,020 | 153 | 2,861 | 120% |
| DECEMBER 2014 | 444,040 | 3,197 | 150 | 3,044 | 123% |
| JANUARY 2015 | 442,632 | 3,253 | 193 | 3,060 | 119% |
| FEBRUARY 2015 | 421,621 | 3,206 | 221 | 2,976 | 123% |
| MARCH 2015 | 465,160 | 3,407 | 213 | 3,185 | 122% |
| AVERAGE | 450,791 | 3,262 | 183 | 3,075 | 123% |

FARE EVASION % 0.73%

FINES \$ 12,796





Solicitation Status Report March 2015

AGENDA ITEM: H

| Solicitation Number | Solicitation Type | Description of Services | Advertise Date | Document Available | Pre-Submittal Conference | Due Date Bids/Proposals | Award Contract |
|--|-------------------|-------------------------|----------------|--------------------|--------------------------|-------------------------|----------------|
| No Solicitations are currently being advertised for the Month of March, 2015 | | | | | | | |



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

AGENDA ITEM NO: I

| Contract/ Purchase Order No. | Contract /Project Description | Contract Action | Amount \$ |
|-------------------------------------|---|------------------------|------------------|
| 15-008 | CONTRACTOR: CB&I DESCRIPTION: Environmental Services - Provides Environmental Services Along The South Florida Rail Corridor. | Purchase Order | \$2,700,000.00 |
| 15-000319 | CONTRACTOR: CUBIC TRANSPORTATION SYSTEMS DESCRIPTION: Software Maintenance Agreement Renewal. | Purchase Order | \$35,500.00 |
| 15-000332 | CONTRACTOR: ION ELECTRIC LLC DESCRIPTION: Supply and Install Additional Electrical And Fiber Optic Cabling For The Installation Of AFC Equipment, At SFRTA's Miami Intermodal Center. | Purchase Order | \$21,690.02 |
| 14-010 (C) | CONTRACTOR: KIMLEY HORN AND ASSOCIATES DESCRIPTION: Wave Street Car State Infrastructure Bank Loan Support Services. | Work Order | \$78,291.45 |
| 14-010 (C) | CONTRACTOR: KIMLEY HORN AND ASSOCIATES DESCRIPTION: Northern Layover Phase 1 ESA Survey | Work Order | \$13,843.40 |
| 10-018 (A) | CONTRACTOR: PARSONS BRINCKERHOFF, INC. DESCRIPTION: Assist The SFRTA In Performing General Systems Engineering Service Tasks, Which Require A Quick Response And Short Turn-Around Time. | Work Order | \$25,000.00 |
| 10-018 (C) | CONTRACTOR: PARSONS TRANSPORTATION GROUP DESCRIPTION: Assist The SFRTA In Performing General Systems Engineering Service Tasks, Which Require A Quick Response And Short Turn-Around Time. | Work Order | \$25,000.00 |
| 15-000327 | CONTRACTOR: SOUTHERN LOCK AND SUPPLY COMPANY DESCRIPTION: Replacement Locks For The SFRC | Purchase Order | \$21,660.00 |



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

AGENDA ITEM NO: I

| Contract/ Purchase Order No. | Contract /Project Description | Contract Action | Amount \$ |
|------------------------------|---|-----------------|-------------|
| 10-017 (C) | CONTRACTOR: T.Y. LIN INTERNATIONAL DESCRIPTION: Assist The SFRTA In Performing General Engineering Tasks, Which Require A Quick Response And Short Turn Around Time. | Work Order | \$25,000.00 |
| 15-000328 | CONTRACTOR: VITAL PRINTING CORPORATION DESCRIPTION: SFRTA Operating Rules, Safety and Timetable. | Purchase Order | \$11,025.00 |



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



RTA

**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

MARCH 2015

PRESENTED BY



**ANTHONY STRIANESE
PROJECT MANAGER**

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

MARCH 2015

During the month of March 2015, 3787 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, one (1) Assault on a Transit Agent (C.P.O.), one (1) Battery on a Transit Agent (C.P.O.), one (1) Drug Offense, one (1) Suicide Attempt, and two (2) Train Vs Vehicle. A total of ten (10) Arrests were made this month, nine of these were Fare Evasions.

MAJOR INCIDENTS

BATTERY ON TRANSIT AGENT / C.P.O.

Case # 03-15-845

This incident occurred on Saturday, March 7th 2015 at approximately 2330 The G4S Officer approached a subject who did not have a valid ticket. The subject became argumentative and while in the process of being ejected from the train spat in the Officer's face. The subject fled prior to arrival of the West Palm Beach, Police Department.

BATTERY ON TRANSIT AGENT/ C.P.O.

Case #: 03-15-1591

This incident occurred on Friday, March 13th 2015 at approximately 1650. The Security Officer observed a male Subject who was utilizing his cellular telephone camera to obtain video footage of a female student's legs and buttocks. The subject was confronted the Officer and admitted culpability. The Subject then attempted to exit by shoving the Officer twice. In addition the Subject stated that he deleted the video footage. Boynton Beach, FL Police Department (BBPD) responded to the scene and filed a formal Police Report. The subject was not arrested. The BBPD Number is **15-010452**.

TRAIN vs. VEHICLE

Case # 03-15-449

This incident occurred on Wednesday, Mar 4th 2015 at approximately 1743. A motorist failed to obey the traffic control device at Mile Marker 1002.31 (Copans Road). The P637 struck the vehicle; however there were no injuries. Police and Fire / Rescue responded to the scene. The Broward Sheriff Office Case Number is **11-1503-001060**.

TRAIN vs. VEHICLE

Case #: 03-15-2274

This incident occurred on Thursday, March 19th 2015, at approximately 1649. A motorist failed to obey the traffic control, device at Mile Marker 1009.01 (Oakland Park Boulevard). Consequently, the vehicle struck the P632 northbound train. The motorist was not injured. The Broward County Sheriff's Office (BSO) responded to the scene and conducted an investigation. The BSO Case Number is **12-1503-002397**.

SUICIDE ATTEMPT

Case # 03-15-2754

This incident occurred on Monday, March 23rd 2015, at approximately 2107. A subject approached the G4S Officer and stated that he was suicidal. The Fort Lauderdale, FL Fire / Rescue responded to the station and the subject was transported to a medical facility pursuant to provisions of the Baker Act. The FLFR Alarm # is: **08-12-200**

DRUG OFFENSE – LAKE WORTH STATION:

(ARREST)

Case #: 03-15-3528

This incident occurred on Sunday, March 29th 2015, at approximately 2000. A subject was observed by the G4S Officer attempting to sell an illicit substance to (2) females at the listed Station. The Palm Beach County Sheriff's Office (PBCSO) was notified and responded to the Station. The subject was issued as Notice to Appear for Possession of Marijuana, with intent to distribute, in addition to a Trespass Warning.

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

MARCH 2015

OUTSTANDING JOB PERFORMANCES

March 5, 2015, C.P.O. Velez, was on patrol and observed a passenger in a disoriented state. C.P.O. Velez contacted local agencies and stayed with the passenger until the police arrived and transported the passenger to the hospital for diabetic shock.

March 7, 2015, C.P.O. Sekesan, encountered a passenger who was contemplating suicide and hearing voices. C.P.O. Sekesan quick response and professional attitude was instrumental in calming and isolating passenger so no others would be injured and notified the appropriate authority to transport the passenger off property safely to the correct facility.

March 9, 2015, Captain Mirabal recognized and praised CPO Dickerson for his willingness to consistently go above and beyond and his eagerness to accept additional responsibilities. C.P.O. Dickerson is a tremendous asset to the project.

March 29, 2015, the performance of Supervisors Mirabal, Reid, Tolbert, Stevens, and Johnson was commended for their work during the 24 hour transfer from CSX to SFRTA. Additionally, all assigned to PSCC and all C.P.O's scheduled during this 24 hour period.

MONTHLY FARE EVASION REPORT

MONTH: March-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 |
|---------------|------------------|-----------------|------------------|---------------------|---------------------|----------------|--------------------|--------------------|-------------------|--------------------|----------------------|
| 3/1/2015 | 5,826 | 6,235 | 62 | 3 | 59 | 0 | 107% | 0.99% | 5% | 95% | 0% |
| 3/2/2015 | 14,578 | 17,904 | 130 | 10 | 120 | 0 | 123% | 0.73% | 8% | 92% | 0% |
| 3/3/2015 | 14,267 | 18,852 | 133 | 11 | 122 | 0 | 132% | 0.71% | 8% | 92% | 0% |
| 3/4/2015 | 14,061 | 19,083 | 101 | 9 | 92 | 0 | 136% | 0.53% | 9% | 91% | 0% |
| 3/5/2015 | 14,401 | 19,134 | 129 | 9 | 120 | 0 | 133% | 0.67% | 7% | 93% | 0% |
| 3/6/2015 | 14,248 | 18,329 | 135 | 5 | 130 | 0 | 129% | 0.74% | 4% | 96% | 0% |
| 3/7/2015 | 6,859 | 6,905 | 63 | 3 | 60 | 0 | 101% | 0.91% | 5% | 95% | 0% |
| 3/8/2015 | 5,699 | 6,743 | 77 | 5 | 72 | 0 | 118% | 1.13% | 7% | 93% | 0% |
| 3/9/2015 | 15,505 | 20,610 | 128 | 15 | 113 | 0 | 133% | 0.62% | 12% | 88% | 0% |
| 3/10/2015 | 15,461 | 18,491 | 127 | 9 | 118 | 0 | 120% | 0.69% | 7% | 93% | 0% |
| 3/11/2015 | 15,085 | 19,619 | 130 | 8 | 121 | 1 | 130% | 0.66% | 6% | 93% | 1% |
| 3/12/2015 | 15,670 | 18,976 | 140 | 8 | 132 | 0 | 121% | 0.73% | 5% | 95% | 0% |
| 3/13/2015 | 15,076 | 20,045 | 115 | 5 | 110 | 0 | 133% | 0.57% | 4% | 96% | 0% |
| 3/14/2015 | 7,415 | 7,608 | 66 | 2 | 64 | 0 | 103% | 0.87% | 3% | 97% | 0% |
| 3/15/2015 | 7,060 | 8,440 | 49 | 3 | 46 | 0 | 120% | 0.58% | 6% | 94% | 0% |
| 3/16/2015 | 13,874 | 14,825 | 108 | 8 | 99 | 1 | 107% | 0.74% | 8% | 91% | 1% |
| 3/17/2015 | 14,089 | 17,817 | 136 | 11 | 125 | 0 | 126% | 0.76% | 8% | 92% | 0% |
| 3/18/2015 | 13,381 | 16,266 | 127 | 10 | 117 | 0 | 122% | 0.78% | 8% | 92% | 0% |
| 3/19/2015 | 13,612 | 17,586 | 122 | 8 | 113 | 1 | 129% | 0.69% | 7% | 93% | 1% |
| 3/20/2015 | 13,453 | 17,297 | 139 | 10 | 129 | 0 | 129% | 0.80% | 7% | 93% | 0% |
| 3/21/2015 | 7,062 | 7,681 | 64 | 1 | 63 | 0 | 109% | 0.83% | 2% | 98% | 0% |
| 3/22/2015 | 6,191 | 7,300 | 78 | 1 | 76 | 1 | 118% | 1.07% | 4% | 95% | 1% |
| 3/23/2015 | 13,999 | 16,476 | 141 | 8 | 133 | 0 | 118% | 0.86% | 6% | 94% | 0% |
| 3/24/2015 | 15,332 | 19,176 | 148 | 5 | 142 | 1 | 125% | 0.77% | 3% | 96% | 1% |
| 3/25/2015 | 15,447 | 18,826 | 128 | 10 | 116 | 2 | 122% | 0.68% | 8% | 91% | 2% |
| 3/26/2015 | 15,551 | 17,988 | 115 | 6 | 108 | 1 | 116% | 0.64% | 5% | 94% | 1% |
| 3/27/2015 | 15,369 | 18,079 | 162 | 9 | 152 | 1 | 118% | 0.86% | 6% | 94% | 1% |
| 3/28/2015 | 7,053 | 8,052 | 92 | 4 | 88 | 0 | 114% | 1.22% | 4% | 96% | 0% |
| 3/29/2015 | 5,365 | 5,188 | 48 | 3 | 45 | 0 | 97% | 0.93% | 6% | 94% | 0% |
| 3/30/2015 | 14,301 | 16,410 | 135 | 11 | 124 | 0 | 115% | 0.82% | 8% | 92% | 0% |
| 3/31/2015 | 14,721 | 19,219 | 79 | 3 | 76 | 0 | 131% | 0.41% | 4% | 96% | 0% |
| Totals | 380,011 | 465,160 | 3,407 | 213 | 3185 | 9 | 122% | 0.73% | 6% | 93% | 0% |

Weekly/Monthly Fare Inspection Report

MONTH: March-2015

| DAY | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|-----------------------|---------------------|--------------------|---------------------|------------------------|------------------------|-------------------|-----------------------|-----------------------|----------------------|-----------------------|-------------------------|
| 3/1/2015 | 5,826 | 6,235 | 62 | 3 | 59 | 0 | 107% | 0.99% | 5% | 95% | 0% |
| 03/02/15-03/08/2015 | 84,113 | 106,950 | 768 | 52 | 716 | 0 | 127% | 0.72% | 7% | 93% | 0% |
| 03/09/2015-03/15/15 | 91,272 | 113,789 | 755 | 50 | 704 | 1 | 125% | 0.66% | 7% | 93% | 0% |
| 03/16/15-03/22/2015 | 81,662 | 98,772 | 774 | 49 | 722 | 3 | 121% | 0.78% | 6% | 93% | 0% |
| 03/23/2015-03/29/2015 | 88,116 | 103,785 | 834 | 45 | 784 | 5 | 118% | 0.80% | 5% | 94% | 1% |
| 03/30/15-03/31/2015 | 29,022 | 35,629 | 214 | 14 | 200 | 0 | 123% | 0.60% | 7% | 93% | 0% |
| | 380,011 | 465,160 | 3,407 | 213 | 3,185 | 9 | 122% | 0.73% | 6% | 93% | 0% |



FARE EVASION REPORT MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 8/12,0/15 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|---------------|---------------------|--------------------|---------------------|------------------------|------------------------|---------------------|-----------------------|-----------------------|----------------------|-----------------------|-------------------------|
| April-98 | 284,380 | 170,853 | 541 | 495 | 27 | 19 | 60% | 0.32% | 91% | 5% | 4% |
| May-98 | 180,788 | 118,150 | 395 | 350 | 28 | 18 | 65% | 0.33% | 89% | 7% | 5% |
| June-98 | 167,931 | 119,333 | 605 | 538 | 39 | 28 | 71% | 0.51% | 89% | 6% | 5% |
| July-98 | 164,028 | 114,160 | 753 | 675 | 56 | 22 | 70% | 0.66% | 90% | 7% | 3% |
| August-98 | 175,944 | 126,223 | 643 | 598 | 29 | 16 | 72% | 0.51% | 93% | 5% | 2% |
| September-98 | 169,522 | 118,346 | 442 | 419 | 17 | 6 | 70% | 0.37% | 95% | 4% | 1% |
| October-98 | 194,241 | 137,885 | 636 | 613 | 13 | 10 | 71% | 0.46% | 96% | 2% | 2% |
| November-98 | 172,782 | 123,556 | 564 | 540 | 11 | 13 | 72% | 0.46% | 96% | 2% | 2% |
| December-98 | 177,662 | 129,428 | 533 | 517 | 6 | 10 | 73% | 0.41% | 97% | 1% | 2% |
| January-99 | 182,432 | 140,296 | 531 | 509 | 10 | 12 | 77% | 0.38% | 96% | 2% | 2% |
| February-99 | 184,533 | 137,924 | 531 | 518 | 8 | 5 | 75% | 0.38% | 98% | 2% | 1% |
| March-99 | 206,134 | 161,833 | 710 | 696 | 6 | 8 | 79% | 0.44% | 98% | 1% | 1% |
| April-99 | 195,182 | 146,649 | 565 | 555 | 9 | 1 | 75% | 0.39% | 98% | 2% | 0% |
| May-99 | 185,160 | 138,211 | 608 | 594 | 8 | 6 | 75% | 0.44% | 98% | 1% | 1% |
| June-99 | 165,130 | 126,263 | 533 | 511 | 21 | 1 | 76% | 0.42% | 96% | 4% | 0% |
| July-99 | 157,020 | 124,754 | 470 | 373 | 93 | 4 | 79% | 0.38% | 79% | 20% | 1% |
| August-99 | 183,578 | 140,002 | 475 | 447 | 23 | 5 | 76% | 0.34% | 94% | 5% | 1% |
| September-99 | 170,632 | 138,267 | 407 | 397 | 6 | 4 | 81% | 0.29% | 98% | 1% | 1% |
| October-99 | 181,774 | 155,633 | 508 | 484 | 20 | 4 | 86% | 0.33% | 95% | 4% | 1% |
| November-99 | 186,616 | 147,986 | 560 | 549 | 7 | 4 | 79% | 0.38% | 98% | 1% | 1% |
| December-99 | 182,591 | 145,524 | 563 | 547 | 11 | 5 | 80% | 0.39% | 97% | 2% | 1% |
| January-00 | 187,154 | 144,403 | 529 | 520 | 5 | 4 | 77% | 0.37% | 98% | 1% | 1% |
| February-00 | 198,944 | 158,269 | 582 | 573 | 5 | 4 | 80% | 0.37% | 98% | 1% | 1% |
| March-00 | 210,339 | 166,800 | 519 | 507 | 9 | 3 | 79% | 0.31% | 98% | 2% | 1% |
| April-00 | 193,414 | 170,365 | 509 | 500 | 5 | 4 | 88% | 0.30% | 98% | 1% | 1% |
| May-00 | 207,042 | 180,112 | 587 | 572 | 9 | 6 | 87% | 0.33% | 97% | 2% | 1% |
| June-00 | 173,063 | 141,554 | 680 | 670 | 7 | 3 | 82% | 0.48% | 99% | 1% | 0% |
| July-00 | 171,438 | 131,316 | 622 | 613 | 4 | 5 | 77% | 0.47% | 99% | 1% | 1% |
| August-00 | 204,722 | 153,674 | 512 | 497 | 9 | 6 | 75% | 0.33% | 97% | 2% | 1% |
| September-00 | 207,322 | 144,675 | 491 | 470 | 11 | 10 | 70% | 0.34% | 96% | 2% | 2% |
| *October-00 | 227,112 | 156,845 | 651 | 216 | 425 | 10 | 69% | 0.42% | 33% | 65% | 0% |
| November-00 | 219,669 | 157,151 | 670 | 221 | 437 | 12 | 72% | 0.43% | 33% | 65% | 2% |
| December-00 | 198,383 | 153,327 | 626 | 235 | 383 | 8 | 77% | 0.41% | 38% | 61% | 0% |
| Totals | 6,266,662 | 4,719,767 | 18,551 | 16,519 | 1757 | 276 | 75% | 0.39% | 89% | 9% | 1% |

Note: Hurricane George Warning on Wednesday, 9/23/98.
 Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.
 Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.
 Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.
 * October 2000 MODIFIED FARE EVASION BEGINS

Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.
 Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.
 January 22-24, 1999 - Friends Ride Free.
 Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.



FARE EVASION REPORT MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|----------------|------------------|-----------------|------------------|---------------------|---------------------|----------------|--------------------|--------------------|-------------------|--------------------|----------------------|
| January-01 | 217,992 | 158,234 | 595 | 201 | 387 | 7 | 73% | 0.38% | 34% | 65% | 1% |
| February-01 | 218,815 | 155,774 | 500 | 144 | 351 | 5 | 71% | 0.32% | 29% | 70% | 1% |
| March-01 | 236,192 | 187,706 | 546 | 130 | 412 | 4 | 79% | 0.29% | 24% | 75% | 0% |
| April-01 | 224,941 | 205,730 | 581 | 129 | 444 | 8 | 91% | 0.28% | 22% | 76% | 1% |
| May-01 | 227,874 | 213,360 | 620 | 135 | 485 | 0 | 94% | 0.29% | 22% | 78% | 0% |
| June-01 | 188,375 | 191,285 | 664 | 174 | 487 | 3 | 102% | 0.35% | 26% | 73% | 0% |
| July-01 | 187,923 | 193,992 | 690 | 219 | 469 | 2 | 103% | 0.36% | 32% | 68% | 0% |
| August-01 | 220,792 | 228,613 | 659 | 170 | 488 | 1 | 104% | 0.29% | 26% | 74% | 0% |
| September-01 | 197,084 | 199,546 | 557 | 157 | 398 | 2 | 101% | 0.28% | 28% | 71% | 0% |
| October-01 | 224,865 | 226,566 | 642 | 221 | 417 | 4 | 101% | 0.28% | 34% | 65% | 0% |
| November-01 | 196,902 | 190,162 | 640 | 240 | 400 | 0 | 97% | 0.34% | 38% | 63% | 0% |
| December-01 | 197,396 | 181,718 | 666 | 276 | 381 | 9 | 92% | 0.37% | 41% | 57% | 1% |
| January-02 | 215,010 | 199,904 | 627 | 208 | 417 | 2 | 93% | 0.31% | 33% | 67% | 0% |
| February-02 | 209,444 | 213,042 | 589 | 172 | 414 | 3 | 102% | 0.28% | 29% | 70% | 1% |
| March-02 | 227,971 | 224,847 | 650 | 270 | 377 | 3 | 99% | 0.29% | 42% | 58% | 0% |
| April-02 | 239,345 | 225,965 | 661 | 238 | 420 | 3 | 94% | 0.29% | 36% | 64% | 0% |
| May-02 | 231,330 | 217,200 | 643 | 195 | 445 | 3 | 94% | 0.30% | 30% | 69% | 0% |
| June-02 | 181,749 | 174,081 | 658 | 259 | 395 | 4 | 96% | 0.38% | 39% | 60% | 1% |
| JULY-02 | 195,723 | 195,531 | 865 | 38 | 817 | 10 | 100% | 0.44% | 4% | 94% | 1% |
| August-02 | 225,555 | 231,376 | 880 | 38 | 841 | 1 | 103% | 0.38% | 4% | 96% | 0% |
| September-02 | 216,671 | 227,528 | 883 | 37 | 843 | 3 | 105% | 0.39% | 4% | 96% | 0% |
| October-02 | 243,867 | 250,859 | 954 | 48 | 903 | 3 | 103% | 0.38% | 5% | 95% | 0% |
| November-02 | 221,892 | 219,181 | 955 | 49 | 903 | 3 | 99% | 0.44% | 5% | 95% | 0% |
| December-02 | 220,225 | 215,762 | 995 | 34 | 961 | 0 | 98% | 0.46% | 3% | 97% | 0% |
| January-03 | 238,953 | 239,334 | 963 | 28 | 933 | 2 | 100% | 0.40% | 3% | 97% | 0% |
| February-03 | 233,620 | 233,517 | 910 | 27 | 881 | 2 | 100% | 0.39% | 3% | 97% | 0% |
| March-03 | 247,918 | 247,702 | 801 | 44 | 756 | 1 | 100% | 0.32% | 5% | 94% | 0% |
| April-03 | 241,294 | 251,377 | 833 | 36 | 795 | 2 | 104% | 0.33% | 4% | 95% | 0% |
| May-03 | 239,967 | 248,639 | 769 | 53 | 714 | 2 | 104% | 0.31% | 7% | 93% | 0% |
| June-03 | 198,394 | 201,188 | 794 | 52 | 738 | 4 | 101% | 0.39% | 7% | 93% | 1% |
| July-03 | 203,815 | 211,409 | 881 | 46 | 828 | 7 | 104% | 0.42% | 5% | 94% | 1% |
| Page 1 Total | 6,266,662 | 4,719,767 | 18,551 | 16,519 | 1,757 | 276 | 75% | 0.39% | 96% | 9% | 1% |
| Totals | 13,038,556 | 11,280,895 | 41,222 | 20,587 | 20257 | 379 | 87% | 0.37% | 50% | 49% | 1% |

09/11/01 TERRORIST ATTACK

* October 2000 MODIFIED FARE EVASION BEGINS

JULY 1, 2002-NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE



FARE EVASION REPORT MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|--------------|---------------------|--------------------|---------------------|------------------------|------------------------|-------------------|-----------------------|-----------------------|----------------------|-----------------------|-------------------------|
| August-03 | 225,003 | 233,605 | 732 | 27 | 703 | 2 | 104% | 0.31% | 4% | 96% | 0% |
| September-03 | 231,637 | 247,620 | 779 | 43 | 736 | 0 | 107% | 0.31% | 6% | 94% | 0% |
| October-03 | 252,722 | 257,883 | 1035 | 64 | 970 | 1 | 102% | 0.40% | 6% | 94% | 0% |
| November-03 | 216,440 | 225,123 | 1014 | 63 | 950 | 1 | 104% | 0.45% | 6% | 94% | 0% |
| December-03 | 223,791 | 222,530 | 1089 | 71 | 1014 | 4 | 99% | 0.49% | 7% | 93% | 0% |
| January-04 | 237,635 | 233,086 | 1038 | 77 | 958 | 3 | 98% | 0.45% | 7% | 92% | 0% |
| February-04 | 242,576 | 222,543 | 1000 | 73 | 926 | 1 | 92% | 0.45% | 7% | 93% | 0% |
| March-04 | 261,974 | 227,616 | 1006 | 63 | 941 | 2 | 87% | 0.44% | 6% | 94% | 3% |
| April-04 | 254,585 | 229,216 | 740 | 37 | 702 | 1 | 90% | 0.32% | 5% | 95% | 0% |
| May-04 | 248,924 | 228,334 | 688 | 31 | 657 | 0 | 92% | 0.30% | 5% | 95% | 0% |
| June-04 | 220,646 | 195,551 | 1046 | 38 | 1007 | 1 | 89% | 0.53% | 4% | 96% | 0% |
| July-04 | 217,550 | 197,139 | 968 | 49 | 917 | 2 | 91% | 0.49% | 5% | 95% | 0% |
| August-04 | 244,841 | 215,845 | 1066 | 37 | 1029 | 0 | 88% | 0.49% | 3% | 97% | 0% |
| September-04 | 134,259 | 127,913 | 524 | 18 | 505 | 1 | 95% | 0.41% | 3% | 96% | 0% |
| October-04 | 250,254 | 216,532 | 906 | 33 | 871 | 2 | 87% | 0.42% | 4% | 96% | 0% |
| November-04 | 247,676 | 235,871 | 947 | 41 | 904 | 2 | 95% | 0.40% | 4% | 95% | 0% |
| December-04 | 232,664 | 231,754 | 931 | 58 | 873 | 0 | 100% | 0.40% | 6% | 94% | 0% |
| January-05 | 233,079 | 240,361 | 1244 | 91 | 1147 | 6 | 103% | 0.52% | 7% | 92% | 0% |
| February-05 | 234,939 | 242,323 | 1149 | 90 | 1055 | 4 | 103% | 0.47% | 8% | 92% | 0% |
| March-05 | 271,374 | 268,833 | 1230 | 89 | 1140 | 1 | 99% | 0.46% | 7% | 93% | 0% |
| April-05 | 261,406 | 260,144 | 1500 | 77 | 1420 | 3 | 100% | 0.58% | 5% | 95% | 0% |
| May-05 | 249,519 | 248,817 | 1421 | 116 | 1297 | 8 | 100% | 0.57% | 8% | 91% | 0% |
| June-05 | 200,482 | 194,500 | 1360 | 107 | 1237 | 16 | 97% | 0.70% | 8% | 91% | 1% |
| July-05 | 186,245 | 183,463 | 1295 | 103 | 1181 | 11 | 99% | 0.71% | 8% | 91% | 1% |
| August-05 | 207,320 | 206,156 | 1224 | 112 | 1108 | 4 | 99% | 0.59% | 9% | 91% | 0% |
| September-05 | 227,227 | 206,899 | 1213 | 93 | 1118 | 2 | 91% | 0.59% | 8% | 92% | 0% |
| October-05 | 161,615 | 143,769 | 963 | 63 | 898 | 2 | 89% | 0.67% | 7% | 93% | 0% |
| November-05 | 178,032 | 114,184 | 745 | 39 | 702 | 4 | 64% | 0.65% | 5% | 94% | 1% |
| December-05 | 207,734 | 172,526 | 1347 | 59 | 1284 | 4 | 83% | 0.78% | 4% | 95% | 0% |
| January-06 | 224,188 | 175,605 | 1555 | 95 | 1457 | 3 | 78% | 0.89% | 6% | 94% | 0% |
| February-06 | 217,412 | 173,825 | 1447 | 74 | 1368 | 5 | 80% | 0.83% | 5% | 95% | 0% |
| March-06 | 248,631 | 199,736 | 1800 | 93 | 1698 | 9 | 80% | 0.90% | 5% | 94% | 1% |
| April-06 | 257,607 | 192,193 | 1776 | 93 | 1680 | 3 | 75% | 0.92% | 5% | 95% | 0% |
| Page 2 Total | 13,038,556 | 11,280,895 | 41,222 | 20,587 | 20,257 | 379 | 87% | 0.37% | 50% | 49% | 1% |
| Totals | 20,548,543 | 18,252,390 | 78,000 | 27,804 | 54,710 | 487 | 89% | 0.43% | 29% | 70% | 1% |

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA - AUGUST 25-28, 2005

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

NO TRAIN SERVICE OCTOBER 22-31, 2005 DUE TO HURRICANE WILMA

NO TRAIN SERVICE NOVEMBER 1-3, 2005 DUE TO HURRICANE WILMA

NO TICKET CHECKS NOVEMBER 4-11, 2005 DUE TO HURRICANE WILMA



FARE EVASION REPORT MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|--------------|---------------------|--------------------|---------------------|------------------------|------------------------|-------------------|-----------------------|-----------------------|----------------------|-----------------------|-------------------------|
| May-06 | 291,543 | 208,697 | 1966 | 93 | 1868 | 5 | 72% | 0.94% | 5% | 95% | 0% |
| June-06 | 283,417 | 188,847 | 1754 | 77 | 1675 | 2 | 72% | 0.93% | 4% | 95% | 0% |
| July-06 | 250,659 | 178,368 | 1828 | 86 | 1738 | 4 | 71% | 1.02% | 5% | 95% | 0% |
| August-06 | 269,197 | 197,985 | 1915 | 106 | 1802 | 7 | 74% | 0.97% | 6% | 94% | 0% |
| September-06 | 287,529 | 212,380 | 1842 | 109 | 1729 | 4 | 74% | 0.87% | 6% | 94% | 0% |
| October-06 | 309,013 | 232,544 | 2096 | 105 | 1986 | 5 | 75% | 0.90% | 5% | 95% | 0% |
| November-06 | 281,711 | 219,411 | 1894 | 97 | 1794 | 3 | 78% | 0.86% | 5% | 95% | 0% |
| December-06 | 271,530 | 220,247 | 2143 | 94 | 2045 | 4 | 81% | 0.97% | 4% | 95% | 0% |
| January-07 | 294,795 | 250,522 | 2201 | 92 | 2103 | 6 | 85% | 0.88% | 4% | 96% | 0% |
| February-07 | 287,357 | 247,655 | 2354 | 130 | 2220 | 4 | 86% | 0.95% | 6% | 94% | 0% |
| March-07 | 306,651 | 316,244 | 2473 | 129 | 2335 | 9 | 103% | 0.78% | 5% | 94% | 0% |
| April-07 | 274,767 | 316,493 | 2634 | 116 | 2509 | 9 | 115% | 0.83% | 4% | 95% | 0% |
| May-07 | 303,896 | 353,284 | 2874 | 128 | 2741 | 5 | 116% | 0.81% | 4% | 95% | 0% |
| June-07 | 268,097 | 308,831 | 2645 | 121 | 2519 | 5 | 115% | 0.86% | 5% | 95% | 0% |
| July-07 | 266,694 | 308,224 | 2613 | 117 | 2493 | 3 | 116% | 0.85% | 4% | 95% | 0% |
| August-07 | 295,771 | 331,353 | 2754 | 130 | 2614 | 10 | 112% | 0.83% | 5% | 95% | 0% |
| September-07 | 275,035 | 309,849 | 2385 | 109 | 2273 | 3 | 113% | 0.77% | 5% | 95% | 0% |
| October-07 | 326,094 | 360,151 | 2816 | 112 | 2698 | 7 | 110% | 0.78% | 4% | 96% | 0% |
| November-07 | 306,116 | 325,178 | 2588 | 133 | 2448 | 7 | 106% | 0.80% | 5% | 95% | 0% |
| December-07 | 294,709 | 308,632 | 2531 | 107 | 2419 | 5 | 105% | 0.82% | 4% | 96% | 0% |
| January-08 | 324,570 | 342,578 | 2655 | 102 | 2545 | 8 | 106% | 0.78% | 4% | 96% | 0% |
| February-08 | 331,830 | 336,290 | 2272 | 84 | 2179 | 9 | 101% | 0.68% | 4% | 96% | 0% |
| March-08 | 348,437 | 357,954 | 2571 | 77 | 2478 | 16 | 103% | 0.72% | 3% | 96% | 1% |
| April-08 | 352,304 | 374,861 | 2614 | 118 | 2482 | 14 | 106% | 0.70% | 5% | 95% | 1% |
| May-08 | 371,527 | 385,360 | 2893 | 161 | 2723 | 9 | 104% | 0.75% | 6% | 94% | 0% |
| June-08 | 367,215 | 384,174 | 2915 | 166 | 2743 | 6 | 105% | 0.76% | 6% | 94% | 0% |
| July-08 | 378,471 | 387,641 | 2687 | 123 | 2558 | 6 | 102% | 0.69% | 5% | 95% | 0% |
| August-08 | 353,045 | 367,779 | 2335 | 101 | 2229 | 5 | 104% | 0.64% | 4% | 95% | 0% |
| September-08 | 383,320 | 430,263 | 2452 | 104 | 2339 | 9 | 112% | 0.57% | 4% | 95% | 0% |
| October-08 | 399,891 | 446,825 | 2628 | 112 | 2507 | 9 | 112% | 0.59% | 4% | 95% | 0% |
| November-08 | 346,597 | 361,181 | 2133 | 90 | 2041 | 2 | 104% | 0.59% | 4% | 96% | 0% |
| December-08 | 344,245 | 363,553 | 2626 | 132 | 2491 | 3 | 106% | 0.72% | 5% | 95% | 0% |
| Page 3 Total | 20,548,543 | 18,252,390 | 78,000 | 22,804 | 54,710 | 487 | 89% | 0.43% | 29% | 70% | 1% |
| Totals | 30,574,576 | 28,185,744 | 155,087 | 26,365 | 128,034 | 690 | 92% | 0.55% | 17% | 83% | 0% |

08/29/06-08/30/06 No train service due to Tropical Storm Ernesto

TICKET CHECKS SUSPENDED BY SFRTA FOR THE ENTIRE DAY-MAJOR TRAIN DELAY/TRACK WORK

3/9/2007 SFRTA SUSPENDED TICKET CHECKS DUE TO PASSENGER SURVEY

3/15/2007 SFRTA SUSPENDED TICKET CHECKS DUE TO PASSENGER SURVEY

03/28/07-05/30/07 P605, P609, P630 (3 TRAINS ANNULLED)

03/28/07 -P614-P619 (6 TRAINS)REDUCED TICKET CHECK DUE TO TRAIN BEING IN EXCESS OF 45 MINUTES LATE

08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM KAY



FARE EVASION REPORT MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|--------------|---------------------|--------------------|---------------------|------------------------|------------------------|-------------------|-----------------------|-----------------------|----------------------|-----------------------|-------------------------|
| January-09 | 350,903 | 361,145 | 2,502 | 121 | 2377 | 4 | 103% | 0.69% | 5% | 95% | 0% |
| February-09 | 333,804 | 366,092 | 2313 | 121 | 2185 | 7 | 110% | 0.63% | 5% | 94% | 0% |
| March-09 | 370,606 | 418,383 | 2617 | 108 | 2500 | 9 | 113% | 0.63% | 4% | 96% | 0% |
| April-09 | 346,865 | 383,624 | 2626 | 111 | 2513 | 2 | 111% | 0.68% | 4% | 96% | 0% |
| May-09 | 320,894 | 383,817 | 2794 | 129 | 2658 | 7 | 120% | 0.73% | 5% | 95% | 0% |
| June-09 | 292,806 | 342,385 | 2722 | 112 | 2601 | 9 | 117% | 0.80% | 4% | 96% | 0% |
| July-09 | 278,565 | 329,393 | 2780 | 126 | 2646 | 8 | 118% | 0.84% | 5% | 95% | 0% |
| August-09 | 282,760 | 345,823 | 2872 | 151 | 2716 | 5 | 122% | 0.83% | 5% | 95% | 0% |
| September-09 | 299,754 | 363,056 | 2728 | 137 | 2586 | 5 | 121% | 0.75% | 5% | 95% | 0% |
| October-09 | 318,259 | 386,124 | 2739 | 149 | 2581 | 9 | 121% | 0.71% | 5% | 94% | 0% |
| November-09 | 295,581 | 347,253 | 2645 | 157 | 2480 | 8 | 117% | 0.76% | 6% | 94% | 0% |
| December-09 | 298,378 | 347,863 | 2831 | 109 | 2716 | 6 | 117% | 0.81% | 4% | 96% | 0% |
| January-10 | 295,333 | 336,698 | 2463 | 81 | 2381 | 1 | 114% | 0.73% | 3% | 97% | 0% |
| February-10 | 304,376 | 338,819 | 2506 | 90 | 2415 | 1 | 111% | 0.74% | 4% | 96% | 0% |
| March-10 | 335,992 | 385,533 | 2905 | 107 | 2795 | 3 | 115% | 0.75% | 4% | 96% | 0% |
| April-10 | 313,425 | 371,127 | 2681 | 88 | 2590 | 3 | 118% | 0.72% | 3% | 97% | 0% |
| May-10 | 305,996 | 349,353 | 2667 | 92 | 2571 | 4 | 114% | 0.76% | 3% | 96% | 0% |
| June-10 | 280,138 | 324,975 | 2598 | 92 | 2505 | 1 | 116% | 0.80% | 4% | 96% | 0% |
| July-10 | 272,790 | 304,665 | 2691 | 99 | 2590 | 2 | 112% | 0.88% | 4% | 96% | 0% |
| August-10 | 299,919 | 349,453 | 2556 | 92 | 2462 | 2 | 117% | 0.73% | 4% | 96% | 0% |
| September-10 | 315,579 | 366,391 | 2462 | 76 | 2382 | 4 | 116% | 0.67% | 3% | 97% | 0% |
| October-10 | 324,265 | 364,612 | 2525 | 125 | 2398 | 2 | 112% | 0.69% | 5% | 95% | 0% |
| November-10 | 302,629 | 368,912 | 2652 | 91 | 2558 | 3 | 122% | 0.72% | 3% | 96% | 0% |
| December-10 | 295,042 | 352,704 | 2553 | 79 | 2474 | 0 | 120% | 0.72% | 3% | 97% | 0% |
| January-11 | 318,924 | 384,149 | 2575 | 60 | 2515 | 0 | 120% | 0.67% | 2% | 98% | 0% |
| February-11 | 324,224 | 371,381 | 1573 | 38 | 1535 | 0 | 115% | 0.42% | 2% | 98% | 0% |
| March-11 | 366,153 | 408,882 | 1843 | 34 | 1808 | 1 | 112% | 0.45% | 2% | 98% | 0% |
| April-11 | 335,363 | 398,779 | 2103 | 41 | 2062 | 0 | 119% | 0.53% | 2% | 98% | 0% |
| May-11 | 334,586 | 414,986 | 1316 | 19 | 1296 | 1 | 124% | 0.32% | 1% | 98% | 0% |
| June-11 | 319,299 | 398,088 | 1 | 1 | 0 | 0 | 125% | 0.00% | 100% | 0% | 0% |
| July-11 | 301,472 | 383,089 | 0 | 0 | 0 | 0 | 127% | 0.00% | 0% | 0% | 0% |
| August-11 | 332,545 | 452,285 | 0 | 0 | 0 | 0 | 136% | 0.00% | 0% | 0% | 0% |
| September-11 | 324,300 | 451,958 | 3 | 0 | 3 | 0 | 139% | 0.00% | 0% | 100% | 0% |
| October-11 | 338,034 | 468,232 | 3768 | 71 | 3697 | 0 | 139% | 0.80% | 2% | 98% | 0% |
| page 4-total | 30,574,576 | 28,185,744 | 155,087 | 26,365 | 128,034 | 690 | 92% | 0.55% | 17% | 83% | 0% |
| Totals | 41,304,135 | 40,906,373 | 231,697 | 29,272 | 201,630 | 797 | 99% | 0.57% | 13% | 87% | 0% |

AS OF 06/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN CITATIONS

06/19/11 DUMP THE PUMP DAY

AS OF 10/03/11 ISSUING WRITTEN WARNINGS

10/20/11 & 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

FARE EVASION REPORT MONTHLY COMPARISON

| MONTH | Total Passengers | Total Inspected | Total Violations | Number of Citations | Discretion Warnings | F.S.S. 812.015 | % Riders Inspected | % Riders Violation | % Violators Cited | % Violators Warned | % Violators Arrested |
|--------------|------------------|-----------------|------------------|---------------------|---------------------|----------------|--------------------|--------------------|-------------------|--------------------|----------------------|
| November-11 | 339,550 | 445,877 | 3,443 | 72 | 3,370 | 1 | 131% | 0.77% | 2% | 98% | 0% |
| December-11 | 311,554 | 420,962 | 3435 | 71 | 3363 | 1 | 135% | 0.82% | 2% | 98% | 0% |
| January-12 | 336,772 | 428,741 | 3711 | 83 | 3627 | 1 | 127% | 0.87% | 2% | 98% | 0% |
| February-12 | 338,661 | 437,229 | 3133 | 66 | 3067 | 0 | 129% | 0.72% | 2% | 98% | 0% |
| March-12 | 364,022 | 476,764 | 3398 | 51 | 3343 | 4 | 131% | 0.71% | 2% | 98% | 0% |
| April-12 | 352,976 | 450,968 | 3178 | 49 | 3129 | 0 | 128% | 0.70% | 2% | 98% | 0% |
| May-12 | 353,854 | 469,435 | 3325 | 60 | 3264 | 1 | 133% | 0.71% | 2% | 98% | 0% |
| June-12 | 308,231 | 413,532 | 2999 | 37 | 2960 | 2 | 134% | 0.73% | 1% | 99% | 0% |
| July-12 | 302,619 | 405,707 | 3109 | 26 | 3081 | 2 | 134% | 0.77% | 1% | 99% | 0% |
| August-12 | 324,002 | 428,836 | 3099 | 21 | 3078 | 0 | 132% | 0.72% | 1% | 99% | 0% |
| September-12 | 329,319 | 433,572 | 2998 | 28 | 2970 | 0 | 132% | 0.69% | 1% | 99% | 0% |
| October-12 | 380,368 | 492,830 | 3321 | 29 | 3291 | 1 | 130% | 0.67% | 1% | 99% | 0% |
| November-12 | 350,983 | 459,811 | 3,298 | 31 | 3267 | 0 | 131% | 0.72% | 1% | 99% | 0% |
| December-12 | 326,412 | 439,701 | 3545 | 40 | 3504 | 1 | 135% | 0.81% | 1% | 99% | 0% |
| January-13 | 365,947 | 470,956 | 3583 | 43 | 3539 | 1 | 135% | 0.76% | 2% | 98% | 0% |
| February-13 | 352,773 | 438,921 | 3080 | 67 | 3013 | 0 | 124% | 0.70% | 5% | 95% | 0% |
| March-13 | 382,389 | 486,755 | 3717 | 183 | 3530 | 4 | 127% | 0.76% | 1% | 99% | 0% |
| April-13 | 386,755 | 486,636 | 3660 | 41 | 3618 | 1 | 126% | 0.75% | 3% | 97% | 0% |
| May-13 | 376,961 | 488,304 | 3289 | 96 | 3192 | 1 | 130% | 0.67% | 6% | 94% | 0% |
| June-13 | 325,240 | 436,859 | 3420 | 193 | 3223 | 4 | 134% | 0.78% | 7% | 93% | 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% |
| PAGE 5 TOTAL | 41,304,135 | 40,906,373 | 231,697 | 29,272 | 201,630 | 797 | 99% | 0.57% | 13% | 87% | 0% |
| Totals | 55,877,007 | 59,576,832 | 363,743 | 34,433 | 328,743 | 969 | 107% | 0.61% | 9% | 90% | 0% |

AS OF 06/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

06/19/11 DUMP THE PUMP DAY

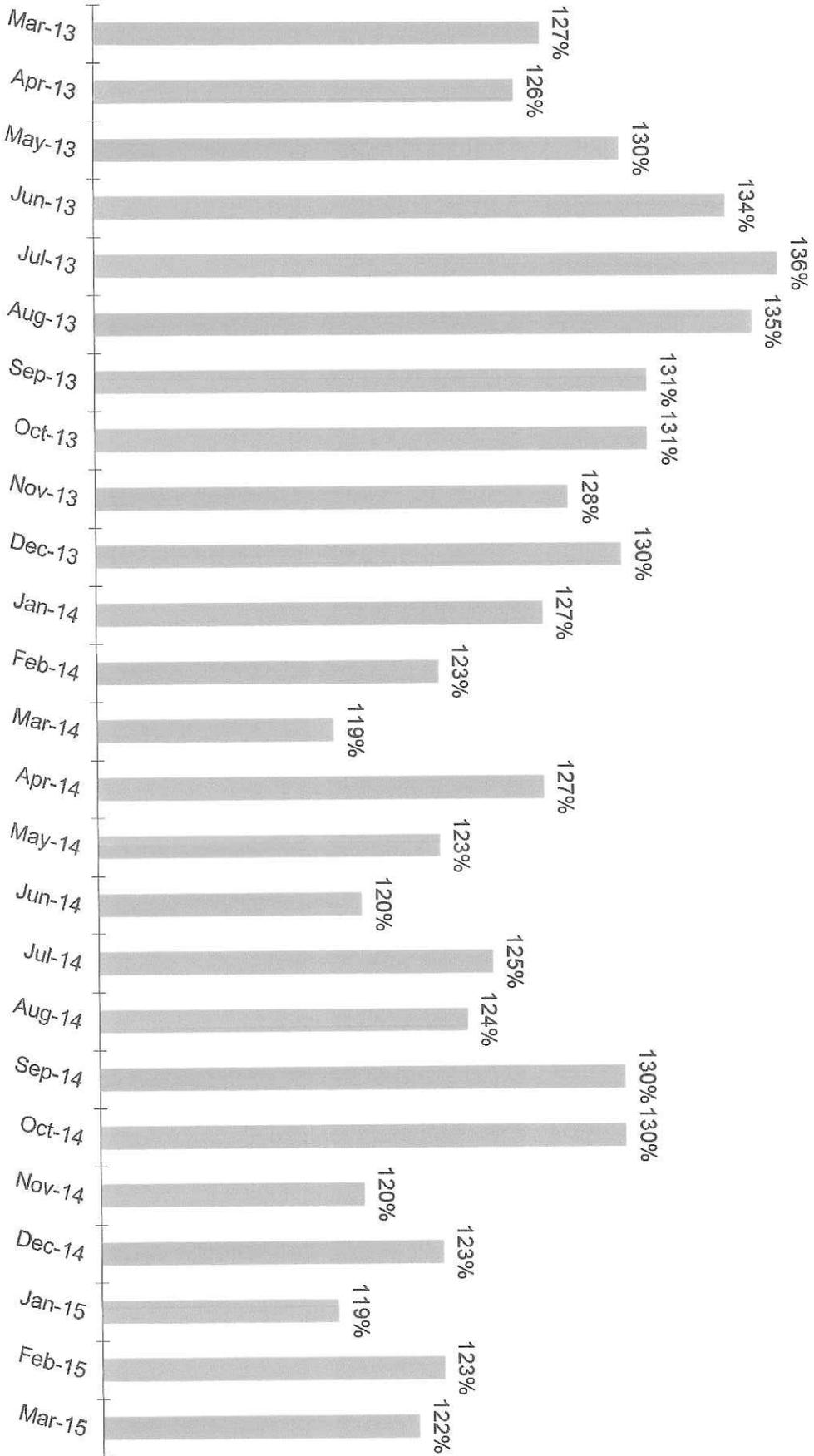
AS OF 10/03/11 ISSUING WRITTEN WARNINGS

AS OF 10/20/11 & 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

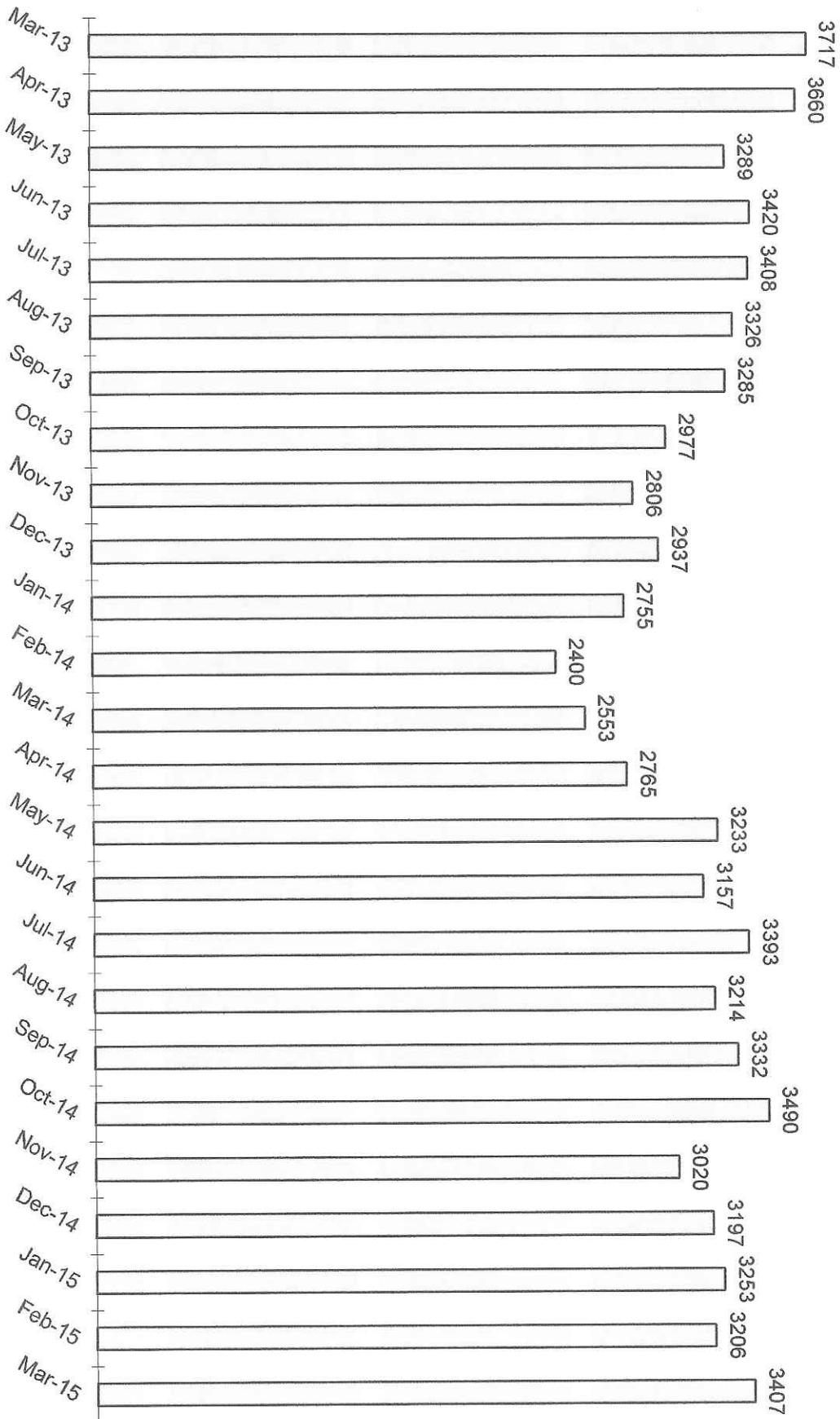
10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/26/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

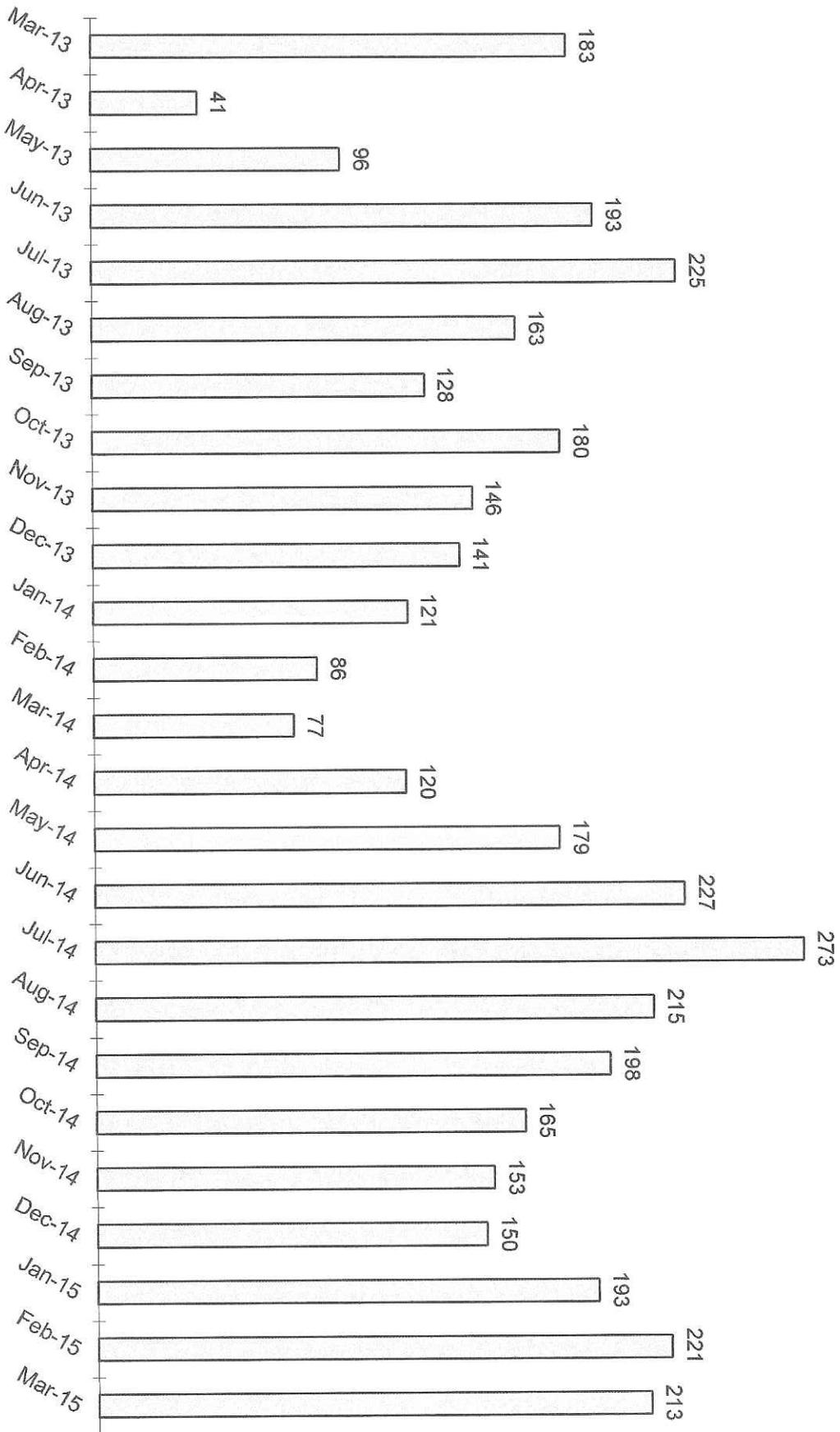
PERCENTAGE OF RIDERS INSPECTED



FARE EVASION VIOLATIONS



CITATIONS ISSUED



MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Paid | Total |
|--------------|--------------------|------------------------|---------------------|---------------|---------------|--------------|------------------|-------------------------|---------------|
| Apr-98 | 14 | 0 | 259 | 215 | 3 | 0 | 4 | 0 | 495 |
| May-98 | 12 | 0 | 116 | 174 | 11 | 37 | 0 | 0 | 350 |
| Jun-98 | 14 | 0 | 186 | 259 | 9 | 62 | 8 | 0 | 538 |
| Jul-98 | 13 | 0 | 241 | 316 | 25 | 68 | 12 | 0 | 675 |
| Aug-98 | 9 | 0 | 183 | 293 | 22 | 78 | 13 | 0 | 598 |
| Sep-98 | 4 | 0 | 137 | 211 | 10 | 44 | 13 | 0 | 419 |
| Oct-98 | 13 | 0 | 239 | 270 | 12 | 65 | 14 | 0 | 613 |
| Nov-98 | 4 | 0 | 216 | 253 | 8 | 45 | 14 | 0 | 540 |
| Dec-98 | 4 | 0 | 198 | 257 | 7 | 32 | 19 | 0 | 517 |
| Jan-99 | 7 | 0 | 197 | 212 | 22 | 60 | 11 | 0 | 509 |
| Feb-99 | 6 | 0 | 213 | 208 | 8 | 69 | 14 | 0 | 518 |
| Mar-99 | 5 | 0 | 335 | 273 | 10 | 55 | 18 | 0 | 696 |
| Apr-99 | 3 | 0 | 217 | 280 | 16 | 23 | 16 | 0 | 555 |
| May-99 | 6 | 0 | 297 | 245 | 17 | 18 | 11 | 0 | 594 |
| Jun-99 | 7 | 0 | 185 | 257 | 25 | 28 | 9 | 0 | 511 |
| Jul-99 | 8 | 0 | 133 | 201 | 15 | 10 | 6 | 0 | 373 |
| Aug-99 | 7 | 0 | 132 | 245 | 21 | 23 | 19 | 0 | 447 |
| Sep-99 | 5 | 0 | 136 | 202 | 21 | 23 | 10 | 0 | 397 |
| Oct-99 | 6 | 0 | 153 | 251 | 25 | 39 | 10 | 0 | 484 |
| Nov-99 | 7 | 0 | 131 | 324 | 16 | 56 | 15 | 0 | 549 |
| Dec-99 | 5 | 0 | 125 | 308 | 23 | 60 | 26 | 0 | 547 |
| Jan-00 | 9 | 0 | 87 | 298 | 16 | 85 | 25 | 0 | 520 |
| Feb-00 | 5 | 0 | 124 | 298 | 28 | 85 | 33 | 0 | 573 |
| Mar-00 | 6 | 0 | 95 | 301 | 18 | 71 | 16 | 0 | 507 |
| Apr-00 | 5 | 0 | 81 | 293 | 36 | 62 | 23 | 0 | 500 |
| May-00 | 11 | 0 | 116 | 324 | 84 | 12 | 25 | 0 | 572 |
| Jun-00 | 6 | 0 | 184 | 352 | 23 | 87 | 18 | 0 | 670 |
| Jul-00 | 15 | 0 | 177 | 314 | 17 | 85 | 5 | 0 | 613 |
| Aug-00 | 6 | 0 | 117 | 283 | 21 | 66 | 4 | 0 | 497 |
| Sep-00 | 15 | 0 | 132 | 251 | 16 | 51 | 5 | 0 | 470 |
| (A)OCT-00 | 0 | 0 | 3 | 201 | 8 | 4 | 0 | 0 | 216 |
| Nov-00 | 1 | 0 | 2 | 194 | 19 | 2 | 2 | 1 | 221 |
| Dec-00 | 0 | 0 | 6 | 217 | 6 | 2 | 3 | 1 | 235 |
| Jan-01 | 0 | 0 | 3 | 172 | 18 | 3 | 5 | 0 | 201 |
| Feb-01 | 1 | 0 | 4 | 129 | 8 | 2 | 0 | 0 | 144 |
| Mar-01 | 2 | 0 | 2 | 118 | 7 | 0 | 1 | 0 | 130 |
| Apr-01 | 3 | 0 | 2 | 105 | 11 | 6 | 1 | 1 | 129 |
| May-01 | 2 | 0 | 1 | 126 | 3 | 1 | 2 | 0 | 135 |
| Jun-01 | 0 | 0 | 4 | 157 | 10 | 0 | 2 | 1 | 174 |
| Jul-01 | 1 | 0 | 5 | 196 | 10 | 2 | 5 | 0 | 219 |
| Aug-01 | 1 | 0 | 3 | 160 | 1 | 0 | 5 | 0 | 170 |
| Sep-01 | 3 | 0 | 0 | 152 | 0 | 0 | 2 | 0 | 157 |
| Oct-01 | 3 | 0 | 2 | 195 | 16 | 1 | 4 | 0 | 221 |
| Nov-01 | 3 | 0 | 2 | 184 | 37 | 4 | 10 | 0 | 240 |
| Dec-01 | 1 | 0 | 5 | 228 | 23 | 3 | 16 | 0 | 276 |
| Total | 258 | 0 | 5,186 | 10,502 | 762 | 1,529 | 474 | 4 | 18,715 |

*Hurricane Georges: No Train Services 9/24/98, 9/25/98, & 9/26/98 (1/2 day).

NO CITATIONS ISSUED ON 11/5/98 DUE TO TROPICAL STORM

*Hurricane Floyd: No Train Services 9/14/99 & 9/15/99.

(A)MODIFIED FARE EVASION BEGINS

MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDF Ticket W/O Tri-Validation | Total |
|--------------|--------------------|------------------------|---------------------|---------------|---------------|--------------|------------------|-------------------------------|---------------|
| Jan-02 | 2 | 0 | 2 | 163 | 32 | 5 | 4 | 0 | 208 |
| Feb-02 | 2 | 0 | 7 | 140 | 20 | 2 | 1 | 0 | 172 |
| Mar-02 | 3 | 0 | 5 | 238 | 17 | 5 | 2 | 0 | 270 |
| Apr-02 | 2 | 0 | 3 | 200 | 23 | 3 | 7 | 0 | 238 |
| May-02 | 2 | 0 | 6 | 154 | 29 | 0 | 4 | 0 | 195 |
| Jun-02 | 6 | 0 | 3 | 212 | 26 | 5 | 7 | 0 | 259 |
| (B) JUL-02 | 0 | 0 | 5 | 24 | 2 | 5 | 2 | 0 | 38 |
| Aug-02 | 1 | 0 | 3 | 27 | 3 | 2 | 2 | 0 | 38 |
| Sep-02 | 1 | 0 | 4 | 29 | 2 | 1 | 0 | 0 | 37 |
| Oct-02 | 4 | 0 | 11 | 27 | 2 | 2 | 2 | 0 | 48 |
| Nov-02 | 4 | 0 | 8 | 28 | 4 | 4 | 1 | 0 | 49 |
| Dec-02 | 2 | 0 | 3 | 23 | 3 | 3 | 0 | 0 | 34 |
| Jan-03 | 0 | 0 | 4 | 20 | 4 | 0 | 0 | 0 | 28 |
| Feb-03 | 2 | 0 | 7 | 13 | 4 | 1 | 0 | 0 | 27 |
| Mar-03 | 1 | 0 | 6 | 31 | 4 | 1 | 1 | 0 | 44 |
| Apr-03 | 0 | 0 | 5 | 26 | 1 | 3 | 1 | 0 | 36 |
| May-03 | 0 | 0 | 5 | 43 | 3 | 2 | 0 | 0 | 53 |
| Jun-03 | 2 | 0 | 2 | 40 | 7 | 1 | 0 | 0 | 52 |
| Jul-03 | 1 | 0 | 6 | 30 | 3 | 3 | 0 | 3 | 46 |
| Aug-03 | 1 | 0 | 5 | 12 | 3 | 3 | 2 | 1 | 27 |
| Sep-03 | 1 | 0 | 3 | 29 | 6 | 2 | 2 | 0 | 43 |
| Oct-03 | 3 | 0 | 10 | 37 | 6 | 5 | 3 | 0 | 64 |
| Nov-03 | 0 | 0 | 20 | 30 | 7 | 6 | 0 | 0 | 63 |
| DEC-03 | 2 | 0 | 16 | 42 | 3 | 6 | 2 | 0 | 71 |
| Jan-04 | 2 | 0 | 27 | 31 | 4 | 9 | 4 | 0 | 77 |
| Feb-04 | 3 | 0 | 14 | 42 | 3 | 10 | 1 | 0 | 73 |
| Mar-04 | 1 | 0 | 14 | 30 | 2 | 15 | 1 | 0 | 63 |
| Apr-04 | 0 | 0 | 5 | 21 | 6 | 4 | 1 | 0 | 37 |
| May-04 | 0 | 0 | 3 | 19 | 7 | 2 | 0 | 0 | 31 |
| Jun-04 | 1 | 0 | 7 | 23 | 4 | 1 | 2 | 0 | 38 |
| Jul-04 | 1 | 0 | 13 | 29 | 1 | 4 | 1 | 0 | 49 |
| Aug-04 | 1 | 0 | 7 | 19 | 3 | 3 | 3 | 1 | 37 |
| (C) SEPT-04 | 3 | 0 | 2 | 8 | 2 | 1 | 2 | 0 | 18 |
| Oct-04 | 2 | 0 | 6 | 13 | 6 | 4 | 1 | 1 | 33 |
| NOV-04 | 5 | 0 | 3 | 27 | 2 | 2 | 2 | 0 | 41 |
| Dec-04 | 3 | 0 | 5 | 41 | 3 | 4 | 2 | 0 | 58 |
| Jan-05 | 8 | 0 | 9 | 59 | 5 | 9 | 1 | 0 | 91 |
| Total | 330 | 0 | 5,450 | 12,482 | 1,024 | 1,667 | 538 | 10 | 21,501 |

(A) MODIFIED FARE EVASION BEGINS

(B) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(C) LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29,2004

MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O ID | Total |
|--------------|--------------------|------------------------|---------------------|---------------|---------------|--------------|------------------|-------------------|---------------|
| Feb-05 | 10 | 0 | 9 | 55 | 5 | 9 | 2 | 0 | 90 |
| Mar-05 | 3 | 0 | 8 | 57 | 5 | 12 | 4 | 0 | 89 |
| Apr-05 | 8 | 0 | 11 | 47 | 5 | 5 | 1 | 0 | 77 |
| May-05 | 6 | 0 | 28 | 71 | 4 | 6 | 1 | 0 | 116 |
| Jun-05 | 6 | 0 | 14 | 70 | 6 | 7 | 3 | 1 | 107 |
| Jul-05 | 9 | 0 | 15 | 52 | 9 | 13 | 4 | 1 | 103 |
| (D) AUG-05 | 4 | 0 | 14 | 63 | 12 | 16 | 3 | 0 | 112 |
| (E) SEP-05 | 7 | 0 | 19 | 48 | 10 | 7 | 2 | 0 | 93 |
| (F) OCT-05 | 3 | 0 | 7 | 42 | 3 | 6 | 2 | 0 | 63 |
| (G)NOV-05 | 1 | 0 | 6 | 24 | 6 | 2 | 0 | 0 | 39 |
| Dec-05 | 4 | 0 | 8 | 35 | 2 | 8 | 2 | 0 | 59 |
| Jan-06 | 2 | 0 | 19 | 52 | 9 | 11 | 1 | 1 | 95 |
| Feb-06 | 4 | 0 | 20 | 40 | 3 | 6 | 1 | 0 | 74 |
| Mar-06 | 3 | 0 | 16 | 56 | 10 | 5 | 2 | 1 | 93 |
| Apr-06 | 4 | 0 | 18 | 50 | 8 | 10 | 2 | 1 | 93 |
| May-06 | 3 | 0 | 19 | 55 | 5 | 6 | 1 | 4 | 93 |
| Jun-06 | 6 | 0 | 14 | 48 | 2 | 4 | 0 | 3 | 77 |
| Jul-06 | 0 | 0 | 20 | 48 | 8 | 6 | 0 | 4 | 86 |
| (H) AUG -06 | 6 | 0 | 18 | 72 | 2 | 6 | 1 | 1 | 106 |
| Sep-06 | 11 | 0 | 25 | 62 | 5 | 4 | 2 | 0 | 109 |
| Oct-06 | 11 | 0 | 20 | 62 | 3 | 5 | 2 | 2 | 105 |
| Nov-06 | 3 | 0 | 26 | 47 | 3 | 9 | 7 | 2 | 97 |
| Dec-06 | 5 | 0 | 26 | 49 | 7 | 1 | 6 | 0 | 94 |
| JAN-07 | 11 | 0 | 20 | 50 | 2 | 9 | 0 | 0 | 92 |
| Feb-07 | 8 | 0 | 30 | 67 | 4 | 15 | 0 | 6 | 130 |
| (I)MAR-2007 | 8 | 0 | 34 | 66 | 9 | 9 | 3 | 0 | 129 |
| Apr-07 | 11 | 0 | 22 | 57 | 9 | 15 | 2 | 0 | 116 |
| May-07 | 8 | 0 | 32 | 65 | 7 | 13 | 2 | 1 | 128 |
| Jun-07 | 8 | 0 | 27 | 61 | 5 | 10 | 4 | 6 | 121 |
| Jul-07 | 10 | 0 | 21 | 56 | 10 | 12 | 4 | 4 | 117 |
| Aug-07 | 8 | 0 | 25 | 73 | 9 | 14 | 0 | 1 | 130 |
| Sep-07 | 6 | 0 | 14 | 63 | 12 | 10 | 3 | 1 | 109 |
| Oct-07 | 5 | 0 | 22 | 66 | 3 | 9 | 5 | 2 | 112 |
| Nov-07 | 10 | 0 | 20 | 75 | 8 | 11 | 8 | 1 | 133 |
| Dec-07 | 6 | 0 | 24 | 57 | 9 | 7 | 3 | 1 | 107 |
| Jan-08 | 8 | 0 | 19 | 46 | 12 | 12 | 3 | 2 | 102 |
| Feb-08 | 9 | 0 | 17 | 46 | 6 | 5 | 1 | 0 | 84 |
| TOTAL | 565 | 0 | 6,157 | 14,535 | 1,261 | 1,982 | 625 | 56 | 25,181 |

(D) LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA AUGUST 25-28.

(E) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TRAIN SERVICE DUE TO HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE DUE TO HURRICANE WILMA 11/01/05-11/03/05

(G) NO TICKET CHECKS DUE TO HURRICANE WILMA 11/04/05-11/11/05

MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O ID | Total |
|--------------|--------------------|------------------------|---------------------|---------------|---------------|--------------|------------------|-------------------|---------------|
| Mar-08 | 6 | 0 | 16 | 45 | 1 | 3 | 2 | 4 | 77 |
| Apr-08 | 8 | 0 | 29 | 53 | 6 | 11 | 6 | 5 | 118 |
| May-08 | 7 | 0 | 42 | 97 | 5 | 5 | 3 | 2 | 161 |
| Jun-08 | 12 | 0 | 34 | 93 | 8 | 8 | 6 | 5 | 166 |
| Jul-08 | 4 | 0 | 27 | 71 | 8 | 10 | 2 | 1 | 123 |
| (H) AUG-08 | 3 | 0 | 14 | 71 | 3 | 3 | 6 | 1 | 101 |
| Sep-08 | 3 | 0 | 17 | 68 | 4 | 4 | 7 | 1 | 104 |
| Oct-08 | 5 | 0 | 24 | 74 | 4 | 3 | 1 | 1 | 112 |
| Nov-08 | 1 | 0 | 17 | 61 | 2 | 1 | 8 | 0 | 90 |
| Dec-08 | 2 | 0 | 25 | 77 | 2 | 14 | 10 | 2 | 132 |
| Jan-09 | 6 | 0 | 22 | 64 | 14 | 6 | 7 | 2 | 121 |
| Feb-09 | 4 | 0 | 36 | 65 | 5 | 6 | 3 | 2 | 121 |
| Mar-09 | 10 | 0 | 26 | 51 | 11 | 10 | 0 | 0 | 108 |
| Apr-09 | 8 | 0 | 20 | 62 | 9 | 9 | 2 | 1 | 111 |
| May-09 | 9 | 0 | 23 | 76 | 10 | 7 | 3 | 1 | 129 |
| Jun-09 | 6 | 0 | 21 | 74 | 6 | 4 | 1 | 0 | 112 |
| Jul-09 | 4 | 0 | 26 | 77 | 9 | 4 | 5 | 1 | 126 |
| Aug-09 | 4 | 0 | 25 | 107 | 9 | 1 | 4 | 1 | 151 |
| Sep-09 | 3 | 0 | 16 | 93 | 12 | 10 | 3 | 0 | 137 |
| Oct-09 | 6 | 0 | 32 | 97 | 4 | 6 | 4 | 0 | 149 |
| Nov-09 | 6 | 0 | 31 | 99 | 6 | 11 | 4 | 0 | 157 |
| Dec-09 | 2 | 0 | 22 | 63 | 11 | 3 | 8 | 0 | 109 |
| Jan-10 | 2 | 0 | 9 | 57 | 5 | 5 | 3 | 0 | 81 |
| Feb-10 | 4 | 0 | 19 | 58 | 8 | 1 | 0 | 0 | 90 |
| Mar-10 | 1 | 0 | 20 | 72 | 11 | 2 | 0 | 1 | 107 |
| Apr-10 | 0 | 0 | 13 | 66 | 7 | 2 | 0 | 0 | 88 |
| May-10 | 2 | 0 | 21 | 62 | 7 | 0 | 0 | 0 | 92 |
| Jun-10 | 2 | 0 | 14 | 63 | 9 | 2 | 2 | 0 | 92 |
| Jul-10 | 2 | 0 | 21 | 59 | 10 | 6 | 1 | 0 | 99 |
| Aug-10 | 2 | 0 | 9 | 69 | 9 | 1 | 1 | 1 | 92 |
| Sep-10 | 1 | 0 | 8 | 55 | 10 | 2 | 0 | 0 | 76 |
| Oct-10 | 1 | 0 | 18 | 87 | 14 | 3 | 2 | 0 | 125 |
| Nov-10 | 0 | 0 | 8 | 73 | 4 | 3 | 2 | 1 | 91 |
| Dec-10 | 2 | 0 | 11 | 60 | 5 | 1 | 0 | 0 | 79 |
| Jan-11 | 1 | 0 | 3 | 49 | 4 | 2 | 1 | 0 | 60 |
| Feb-11 | 1 | 1 | 0 | 34 | 0 | 0 | 2 | 0 | 38 |
| Mar-11 | 0 | 0 | 1 | 29 | 2 | 1 | 1 | 0 | 34 |
| Apr-11 | 0 | 0 | 0 | 36 | 3 | 2 | 0 | 0 | 41 |
| May-11 | 0 | 0 | 0 | 17 | 0 | 0 | 2 | 0 | 19 |
| Jun-11 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Jul-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 705 | 1 | 6,877 | 17,120 | 1,518 | 2,154 | 737 | 89 | 29,201 |

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

MONTHLY BREAKDOWN OF CITATIONS

| Month | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O ID | Total |
|--------------|--------------------|------------------------|---------------------|---------------|---------------|--------------|------------------|-------------------|---------------|
| Aug-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sep-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Oct-11 | 0 | 0 | 0 | 58 | 0 | 13 | 0 | 0 | 71 |
| Nov-11 | 0 | 0 | 0 | 68 | 0 | 4 | 0 | 0 | 72 |
| DEC--11 | 0 | 0 | 0 | 65 | 2 | 4 | 0 | 0 | 71 |
| Jan-12 | 1 | 0 | 0 | 72 | 1 | 9 | 0 | 0 | 83 |
| Feb-12 | 0 | 0 | 0 | 58 | 6 | 2 | 0 | 0 | 66 |
| Mar-12 | 0 | 0 | 0 | 49 | 2 | 0 | 0 | 0 | 51 |
| Apr-12 | 0 | 0 | 0 | 43 | 4 | 2 | 0 | 0 | 49 |
| May-12 | 0 | 0 | 0 | 50 | 9 | 1 | 0 | 0 | 60 |
| Jun-12 | 0 | 0 | 0 | 34 | 2 | 0 | 1 | 0 | 37 |
| Jul-12 | 0 | 0 | 0 | 25 | 1 | 0 | 0 | 0 | 26 |
| TOTAL | 706 | 1 | 6,877 | 17,642 | 1,545 | 2,189 | 738 | 89 | 29,787 |

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

| Month | 12 Trip Validation | Insufficient Funds | No Physical Ticket | No Tap | Zone Override | No Transfer Slip | Outdated | Comp. Ticket | Total |
|--------------|--------------------|--------------------|--------------------|---------------|---------------|------------------|------------|--------------|---------------|
| Aug-12 | 0 | 0 | 18 | 0 | 3 | 0 | 0 | 0 | 21 |
| Sep-12 | 0 | 0 | 26 | 0 | 0 | 1 | 1 | 0 | 28 |
| Oct-12 | 0 | 0 | 24 | 0 | 3 | 0 | 2 | 0 | 29 |
| Nov-12 | 0 | 0 | 27 | 0 | 2 | 1 | 1 | 0 | 31 |
| Dec-12 | 0 | 0 | 35 | 0 | 3 | 1 | 1 | 0 | 40 |
| Jan-13 | 1 | 0 | 38 | 0 | 3 | 1 | 0 | 0 | 43 |
| Feb-13 | 0 | 0 | 60 | 0 | 2 | 5 | 0 | 0 | 67 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| TOTAL | 707 | 1 | 7,105 | 17,642 | 1,561 | 2,198 | 743 | 89 | 30,046 |

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF CITATIONS

| MONTH | 12 TRIP NO TAP | ZONE OVERRIDE EASY CARD | INSUFFICIENT FUNDS | NO BUS/METRO TRANSFER | NO PHYSICAL TICKET | NO SFRTA TRANSFER | NO TAP EASY CARD | OUTDATED PAPER TICKET | UNREADABLE EASY CARD | ZONE OVERRIDE PAPER TICKET | Total |
|--------|----------------|----------------------------|-----------------------|--------------------------|-----------------------|----------------------|---------------------|--------------------------|-------------------------|-------------------------------|--------------|
| Mar-13 | 0 | 0 | 1 | 8 | 155 | 0 | 0 | 2 | 0 | 17 | 183 |
| 13-Apr | 1 | 0 | 2 | 1 | 33 | 0 | 0 | 1 | 0 | 3 | 41 |
| 13-May | 1 | 0 | 13 | 9 | 58 | 0 | 9 | 0 | 0 | 6 | 96 |
| 13-Jun | 1 | 0 | 17 | 8 | 132 | 0 | 20 | 1 | 0 | 14 | 193 |
| 13-Jul | 4 | 0 | 26 | 13 | 141 | 0 | 19 | 2 | 0 | 20 | 225 |
| 13-Aug | 8 | 0 | 9 | 5 | 113 | 1 | 14 | 1 | 0 | 12 | 163 |
| 13-Sep | 1 | 0 | 9 | 11 | 90 | 1 | 12 | 1 | 0 | 3 | 128 |
| 13-Oct | 2 | 0 | 24 | 12 | 99 | 2 | 25 | 2 | 0 | 14 | 180 |
| 13-Nov | 3 | 0 | 14 | 15 | 90 | 2 | 15 | 2 | 0 | 5 | 146 |
| 13-Dec | 1 | 0 | 13 | 7 | 96 | 2 | 12 | 4 | 0 | 6 | 141 |
| 14-Jan | 2 | 0 | 10 | 8 | 81 | 1 | 12 | 1 | 0 | 6 | 121 |
| 14-Feb | 0 | 0 | 3 | 8 | 57 | 0 | 12 | 0 | 0 | 6 | 86 |
| 14-Mar | 1 | 2 | 9 | 3 | 44 | 0 | 11 | 2 | 0 | 5 | 77 |
| 14-Apr | 0 | 0 | 21 | 6 | 70 | 0 | 10 | 2 | 0 | 11 | 120 |
| 14-May | 2 | 1 | 16 | 5 | 112 | 7 | 19 | 3 | 0 | 14 | 179 |
| 14-Jun | 2 | 0 | 29 | 16 | 136 | 0 | 26 | 5 | 0 | 13 | 227 |
| 14-Jul | 2 | 0 | 28 | 24 | 151 | 0 | 43 | 9 | 0 | 16 | 273 |
| 14-Aug | 2 | 0 | 17 | 15 | 128 | 0 | 30 | 3 | 0 | 20 | 215 |
| 14-Sep | 1 | 0 | 18 | 14 | 116 | 0 | 31 | 3 | 0 | 15 | 198 |
| 14-Oct | 1 | 0 | 19 | 3 | 97 | 0 | 29 | 4 | 0 | 12 | 165 |
| 14-Nov | 2 | 0 | 15 | 6 | 103 | 0 | 16 | 3 | 0 | 8 | 153 |
| 14-Dec | 1 | 0 | 15 | 9 | 87 | 0 | 26 | 2 | 0 | 10 | 150 |
| 15-Jan | 2 | 0 | 23 | 9 | 113 | 0 | 18 | 5 | 0 | 23 | 193 |
| 15-Feb | 3 | 0 | 28 | 11 | 131 | 1 | 29 | 3 | 0 | 15 | 221 |
| 15-Mar | 1 | 0 | 28 | 10 | 125 | 0 | 31 | 2 | 0 | 16 | 213 |
| | 44 | 3 | 407 | 236 | 2,558 | 17 | 469 | 63 | 0 | 290 | 4,087 |

NEW TICKETING SYSTEM IN EFFECT

MONTHLY BREAKDOWN OF WARNINGS

| Date | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|-----------------|--------------------|------------------------|---------------------|---------------|---------------|--------------|------------------|----------------------------|---------------|
| Oct-00 | 27 | 0 | 214 | 8 | 1 | 171 | 0 | 4 | 425 |
| Nov-00 | 33 | 0 | 220 | 5 | 1 | 173 | 1 | 4 | 437 |
| Dec-00 | 31 | 0 | 191 | 8 | 0 | 150 | 0 | 3 | 383 |
| Jan-01 | 40 | 0 | 205 | 6 | 1 | 132 | 2 | 1 | 387 |
| Feb-01 | 27 | 0 | 164 | 13 | 1 | 143 | 0 | 3 | 351 |
| Mar-01 | 51 | 0 | 196 | 15 | 1 | 140 | 0 | 9 | 412 |
| Apr-01 | 42 | 0 | 207 | 1 | 1 | 171 | 0 | 22 | 444 |
| May-01 | 40 | 0 | 272 | 4 | 0 | 153 | 0 | 16 | 485 |
| Jun-01 | 57 | 0 | 211 | 5 | 2 | 207 | 0 | 5 | 487 |
| Jul-01 | 92 | 0 | 173 | 6 | 0 | 186 | 0 | 12 | 469 |
| Aug-01 | 97 | 0 | 175 | 3 | 0 | 189 | 0 | 24 | 488 |
| Sep-01 | 86 | 0 | 148 | 2 | 4 | 131 | 0 | 27 | 398 |
| Oct-01 | 51 | 0 | 189 | 0 | 0 | 168 | 0 | 9 | 417 |
| Nov-01 | 37 | 0 | 167 | 4 | 0 | 181 | 0 | 11 | 400 |
| Dec-01 | 40 | 0 | 186 | 0 | 0 | 152 | 0 | 3 | 381 |
| Jan-02 | 49 | 0 | 218 | 2 | 0 | 144 | 0 | 4 | 417 |
| Feb-02 | 35 | 0 | 218 | 7 | 0 | 152 | 0 | 2 | 414 |
| Mar-02 | 28 | 0 | 217 | 4 | 0 | 126 | 0 | 2 | 377 |
| Apr-02 | 23 | 0 | 231 | 2 | 1 | 163 | 0 | 0 | 420 |
| May-02 | 29 | 0 | 263 | 0 | 1 | 148 | 0 | 4 | 445 |
| Jun-02 | 29 | 0 | 215 | 2 | 1 | 143 | 1 | 4 | 395 |
| (A) JUL-02 | 18 | 0 | 206 | 392 | 43 | 134 | 18 | 6 | 817 |
| Aug-02 | 33 | 0 | 234 | 398 | 43 | 104 | 28 | 1 | 841 |
| Sep-02 | 30 | 0 | 204 | 391 | 44 | 148 | 24 | 2 | 843 |
| Oct-02 | 28 | 0 | 280 | 376 | 43 | 155 | 20 | 1 | 903 |
| Nov-02 | 35 | 0 | 287 | 424 | 40 | 93 | 19 | 5 | 903 |
| Dec-02 | 16 | 0 | 282 | 494 | 40 | 117 | 11 | 1 | 961 |
| Jan-03 | 22 | 0 | 289 | 470 | 45 | 93 | 13 | 1 | 933 |
| Feb-03 | 14 | 0 | 310 | 401 | 52 | 84 | 20 | 0 | 881 |
| Mar-03 | 10 | 0 | 252 | 384 | 31 | 68 | 8 | 3 | 756 |
| Apr-03 | 5 | 0 | 224 | 407 | 25 | 124 | 9 | 1 | 795 |
| May-03 | 5 | 0 | 214 | 382 | 25 | 79 | 9 | 0 | 714 |
| Jun-03 | 6 | 0 | 223 | 386 | 31 | 73 | 14 | 5 | 738 |
| Jul-03 | 4 | 0 | 212 | 436 | 25 | 112 | 17 | 22 | 828 |
| Aug-03 | 6 | 0 | 161 | 370 | 23 | 113 | 21 | 9 | 703 |
| Sep-03 | 10 | 0 | 167 | 382 | 21 | 143 | 7 | 6 | 736 |
| Oct-03 | 11 | 0 | 282 | 478 | 33 | 141 | 24 | 1 | 970 |
| Nov-03 | 9 | 0 | 329 | 422 | 25 | 149 | 16 | 0 | 950 |
| DEC-03 | 8 | 0 | 327 | 473 | 22 | 170 | 14 | 0 | 1014 |
| Jan-04 | 12 | 0 | 304 | 455 | 23 | 152 | 11 | 1 | 958 |
| Feb-04 | 5 | 0 | 275 | 455 | 22 | 144 | 24 | 1 | 926 |
| Mar-04 | 9 | 0 | 272 | 478 | 24 | 132 | 26 | 0 | 941 |
| Apr-04 | 9 | 0 | 114 | 442 | 24 | 91 | 21 | 1 | 702 |
| May-04 | 6 | 0 | 134 | 389 | 24 | 89 | 15 | 0 | 657 |
| Jun-04 | 5 | 0 | 232 | 558 | 29 | 156 | 22 | 5 | 1007 |
| Jul-04 | 3 | 0 | 213 | 520 | 28 | 128 | 24 | 1 | 917 |
| SUBTOTAL | 1,263 | 0 | 10,307 | 10,860 | 800 | 6,315 | 439 | 242 | 30,226 |

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

MONTHLY BREAKDOWN OF WARNINGS

| Date | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|-----------------|--------------------|------------------------|---------------------|---------------|---------------|---------------|------------------|----------------------------|---------------|
| Aug-04 | 20 | 0 | 250 | 557 | 37 | 143 | 13 | 9 | 1029 |
| (B) SEPT-04 | 34 | 0 | 102 | 285 | 16 | 51 | 11 | 6 | 505 |
| Oct-04 | 36 | 0 | 190 | 476 | 26 | 118 | 11 | 14 | 871 |
| Nov-04 | 66 | 0 | 145 | 535 | 29 | 112 | 9 | 8 | 904 |
| Dec-04 | 45 | 0 | 125 | 526 | 22 | 125 | 24 | 6 | 873 |
| Jan-05 | 75 | 0 | 210 | 639 | 25 | 165 | 24 | 9 | 1147 |
| Feb-05 | 61 | 0 | 168 | 608 | 29 | 154 | 34 | 1 | 1055 |
| Mar-05 | 36 | 0 | 220 | 681 | 32 | 150 | 20 | 1 | 1140 |
| Apr-05 | 53 | 0 | 289 | 763 | 47 | 234 | 29 | 5 | 1420 |
| May-05 | 48 | 0 | 297 | 681 | 51 | 199 | 17 | 4 | 1297 |
| Jun-05 | 65 | 0 | 223 | 727 | 47 | 147 | 22 | 6 | 1237 |
| Jul-05 | 41 | 0 | 250 | 651 | 44 | 155 | 36 | 4 | 1181 |
| (C) AUG-05 | 38 | 0 | 237 | 584 | 49 | 165 | 32 | 3 | 1108 |
| (D) SEPT-05 | 28 | 0 | 236 | 645 | 44 | 143 | 16 | 6 | 1118 |
| (E) OCT-05 | 32 | 0 | 208 | 502 | 27 | 112 | 12 | 5 | 898 |
| (F) NOV-05 | 26 | 0 | 128 | 442 | 27 | 72 | 6 | 1 | 702 |
| Dec-05 | 28 | 0 | 315 | 731 | 48 | 129 | 24 | 9 | 1284 |
| Jan-06 | 29 | 0 | 378 | 773 | 37 | 192 | 34 | 14 | 1457 |
| Feb-06 | 37 | 0 | 340 | 756 | 54 | 142 | 21 | 18 | 1368 |
| Mar-06 | 54 | 0 | 338 | 1042 | 49 | 182 | 24 | 9 | 1698 |
| Apr-06 | 65 | 0 | 451 | 888 | 57 | 175 | 28 | 16 | 1680 |
| May-06 | 61 | 0 | 486 | 981 | 53 | 240 | 25 | 22 | 1868 |
| Jun-06 | 36 | 0 | 471 | 903 | 21 | 208 | 23 | 13 | 1675 |
| Jul-06 | 57 | 0 | 476 | 988 | 23 | 150 | 29 | 15 | 1738 |
| (G) Aug-06 | 65 | 0 | 508 | 969 | 28 | 198 | 26 | 8 | 1802 |
| Sep-06 | 63 | 0 | 468 | 909 | 31 | 214 | 36 | 8 | 1729 |
| Oct-06 | 76 | 0 | 524 | 1079 | 36 | 220 | 40 | 11 | 1986 |
| Nov-06 | 56 | 0 | 461 | 969 | 21 | 235 | 41 | 11 | 1794 |
| Dec-06 | 62 | 0 | 612 | 1048 | 37 | 235 | 36 | 15 | 2045 |
| Jan-07 | 80 | 0 | 637 | 1009 | 52 | 284 | 21 | 20 | 2103 |
| Feb-07 | 94 | 0 | 632 | 1055 | 52 | 316 | 37 | 34 | 2220 |
| (H) MAR-07 | 105 | 0 | 681 | 1080 | 60 | 350 | 45 | 14 | 2335 |
| Apr-07 | 106 | 0 | 749 | 1164 | 75 | 351 | 42 | 22 | 2509 |
| May-07 | 107 | 0 | 849 | 1218 | 73 | 421 | 53 | 20 | 2741 |
| Jun-07 | 128 | 0 | 840 | 1043 | 48 | 388 | 40 | 32 | 2519 |
| Jul-07 | 93 | 0 | 808 | 1040 | 74 | 399 | 51 | 28 | 2493 |
| Aug-07 | 73 | 0 | 819 | 1240 | 79 | 364 | 23 | 16 | 2614 |
| Sep-07 | 85 | 0 | 708 | 1062 | 53 | 318 | 35 | 12 | 2273 |
| Oct-07 | 97 | 0 | 776 | 1295 | 83 | 372 | 58 | 16 | 2697 |
| Nov-07 | 95 | 0 | 690 | 1215 | 109 | 264 | 57 | 18 | 2448 |
| Dec-07 | 91 | 0 | 694 | 1226 | 71 | 261 | 55 | 21 | 2419 |
| SUBTOTAL | 3,810 | 0 | 28,296 | 45,845 | 2,676 | 15,168 | 1,659 | 752 | 98,206 |

(B)- LIMITED/NO TRAIN SERVICE -HURRICANE FRANCES-9/ 2-12/04

(C) LIMITED OR NO TRAIN SERVICE-HURRICANE KATRINA 8/25-28/05

(E) NO TRAIN SERVICE -HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE -TROPICAL STORM ERNESTO 08/28-08/29/06

(H)3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA -TRACK WORK

(H)03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)

(H)03/28/07-P614-P619 (6 TRAINS)REDUCED TICKET CHECK-TRAINS 45 MINUTES LATE OR MORE

LIMITED/NO TRAIN SERVICE-HURRICANE JEANNE-9/25-29/04

(D) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TICKET CHECKS-HURRICANE WILMA 11/01/05-11/11/05

03/15/07 SFRTA PASSENGER SURVEY

MONTHLY BREAKDOWN OF WARNINGS

| Date | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|-----------------|--------------------|------------------------|---------------------|----------------|---------------|---------------|------------------|----------------------------|----------------|
| Jan-08 | 105 | 0 | 846 | 1229 | 69 | 233 | 44 | 19 | 2545 |
| Feb-08 | 83 | 0 | 641 | 1106 | 82 | 209 | 42 | 16 | 2179 |
| Mar-08 | 98 | 0 | 772 | 1273 | 62 | 211 | 43 | 19 | 2478 |
| Apr-08 | 103 | 0 | 823 | 1230 | 68 | 208 | 35 | 15 | 2482 |
| May-08 | 96 | 0 | 908 | 1400 | 54 | 192 | 54 | 19 | 2723 |
| Jun-08 | 116 | 0 | 1025 | 1270 | 42 | 192 | 62 | 36 | 2743 |
| Jul-08 | 103 | 0 | 799 | 1285 | 49 | 240 | 56 | 26 | 2558 |
| (H) AUG-08 | 62 | 0 | 616 | 1192 | 55 | 219 | 63 | 22 | 2229 |
| Sep-08 | 84 | 0 | 518 | 1360 | 66 | 242 | 53 | 16 | 2339 |
| Oct-08 | 61 | 0 | 579 | 1422 | 101 | 241 | 82 | 21 | 2507 |
| Nov-08 | 50 | 0 | 460 | 1210 | 71 | 186 | 57 | 7 | 2041 |
| Dec-08 | 71 | 0 | 618 | 1376 | 100 | 228 | 88 | 10 | 2491 |
| Jan-09 | 79 | 0 | 538 | 1332 | 119 | 249 | 39 | 21 | 2377 |
| Feb-09 | 76 | 0 | 534 | 1194 | 99 | 208 | 60 | 14 | 2185 |
| Mar-09 | 54 | 0 | 633 | 1392 | 120 | 230 | 57 | 14 | 2500 |
| Apr-09 | 72 | 0 | 655 | 1334 | 128 | 239 | 66 | 19 | 2513 |
| May-09 | 99 | 0 | 684 | 1420 | 117 | 266 | 53 | 19 | 2658 |
| Jun-09 | 80 | 0 | 583 | 1460 | 131 | 256 | 65 | 26 | 2601 |
| Jul-09 | 58 | 0 | 563 | 1608 | 133 | 218 | 48 | 18 | 2646 |
| Aug-09 | 67 | 0 | 544 | 1604 | 146 | 269 | 66 | 20 | 2716 |
| Sep-09 | 62 | 0 | 536 | 1512 | 141 | 259 | 61 | 15 | 2586 |
| Oct-09 | 61 | 0 | 560 | 1499 | 126 | 262 | 60 | 13 | 2581 |
| Nov-09 | 63 | 0 | 532 | 1462 | 136 | 206 | 67 | 14 | 2480 |
| Dec-09 | 62 | 0 | 592 | 1634 | 132 | 239 | 43 | 14 | 2716 |
| Jan-10 | 42 | 0 | 459 | 1505 | 119 | 203 | 44 | 9 | 2381 |
| Feb-10 | 42 | 0 | 504 | 1451 | 167 | 196 | 40 | 15 | 2415 |
| Mar-10 | 52 | 0 | 524 | 1737 | 172 | 255 | 38 | 17 | 2795 |
| Apr-10 | 46 | 0 | 516 | 1629 | 121 | 227 | 41 | 10 | 2590 |
| May-10 | 40 | 0 | 542 | 1646 | 119 | 176 | 33 | 15 | 2571 |
| Jun-10 | 53 | 2 | 530 | 1520 | 152 | 185 | 50 | 13 | 2505 |
| Jul-10 | 45 | 0 | 549 | 1648 | 139 | 160 | 34 | 15 | 2590 |
| Aug-10 | 45 | 0 | 475 | 1626 | 136 | 151 | 20 | 9 | 2462 |
| Sep-10 | 26 | 0 | 413 | 1628 | 110 | 166 | 26 | 13 | 2382 |
| Oct-10 | 35 | 0 | 423 | 1610 | 145 | 140 | 31 | 14 | 2398 |
| Nov-10 | 38 | 0 | 414 | 1745 | 102 | 204 | 49 | 6 | 2558 |
| Dec-10 | 39 | 0 | 354 | 1760 | 113 | 164 | 37 | 7 | 2474 |
| Jan-11 | 23 | 0 | 369 | 1814 | 97 | 152 | 59 | 1 | 2515 |
| Feb-11 | 28 | 4 | 47 | 1272 | 59 | 59 | 63 | 3 | 1535 |
| Mar-11 | 5 | 0 | 19 | 1506 | 113 | 79 | 86 | 0 | 1808 |
| Apr-11 | 9 | 0 | 30 | 1676 | 180 | 85 | 82 | 0 | 2062 |
| May-11 | 4 | 1 | 13 | 1011 | 147 | 65 | 54 | 1 | 1296 |
| Jun-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jul-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | 6,247 | 7 | 50,036 | 105,433 | 7,214 | 23,337 | 3,810 | 1,333 | 197,417 |

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

MONTHLY BREAKDOWN OF WARNINGS

| Date | 12 Trip Validation | Comp. Ticket Violation | Ineligible Discount | No Ticket | Zone Override | No Transfer | Out Dated Ticket | EDP Ticket W/O Tri-Rail ID | Total |
|--------|--------------------|------------------------|---------------------|----------------|---------------|---------------|------------------|----------------------------|----------------|
| Aug-11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sep-11 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| Oct-11 | 85 | 0 | 2 | 3101 | 230 | 175 | 104 | 0 | 3697 |
| Nov-11 | 27 | 0 | 5 | 2836 | 241 | 176 | 85 | 0 | 3370 |
| Dec-11 | 47 | 0 | 2 | 2798 | 223 | 199 | 94 | 0 | 3363 |
| Jan-12 | 99 | 0 | 5 | 2973 | 239 | 200 | 111 | 0 | 3627 |
| Feb-12 | 52 | 0 | 9 | 2576 | 177 | 162 | 91 | 0 | 3067 |
| Mar-12 | 39 | 0 | 15 | 2768 | 200 | 188 | 133 | 0 | 3343 |
| Apr-12 | 38 | 0 | 6 | 2619 | 211 | 147 | 108 | 0 | 3129 |
| May-12 | 43 | 0 | 10 | 2734 | 233 | 170 | 74 | 0 | 3264 |
| Jun-12 | 23 | 0 | 7 | 2486 | 202 | 175 | 67 | 0 | 2960 |
| Jul-12 | 31 | 1 | 5 | 2587 | 209 | 159 | 89 | 0 | 3081 |
| | 6,731 | 8 | 50,102 | 132,914 | 9,379 | 25,088 | 4,766 | 1,333 | 230,321 |

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

| Month | 12 Trip Validation | Insufficient Funds | No Physical Ticket | No Tap | Zone Override | No Transfer Slip | Outdated | Comp. Ticket | Total |
|--------------|--------------------|--------------------|--------------------|----------------|---------------|------------------|--------------|--------------|----------------|
| Aug-12 | 41 | 118 | 2188 | 283 | 238 | 138 | 72 | 0 | 3078 |
| Sep-12 | 73 | 225 | 1941 | 367 | 165 | 127 | 71 | 1 | 2970 |
| Oct-12 | 102 | 270 | 1979 | 467 | 197 | 182 | 94 | 0 | 3291 |
| Nov-12 | 71 | 271 | 2069 | 412 | 206 | 157 | 81 | 0 | 3267 |
| Dec-12 | 98 | 305 | 2293 | 382 | 197 | 142 | 84 | 3 | 3504 |
| Jan-13 | 80 | 337 | 2324 | 384 | 196 | 140 | 78 | 0 | 3539 |
| Feb-13 | 46 | 288 | 2012 | 299 | 172 | 134 | 62 | 0 | 3013 |
| TOTAL | 7,242 | 1,822 | 64,908 | 135,508 | 10,750 | 26,108 | 5,308 | 1,337 | 252,983 |

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF WARNINGS

| MONTH | 12 TRIP NO TAP | ZONE OVERRIDE EASY CARD | INSUFFICIENT FUNDS | NO BUS/METRO TRANSFER | NO PHYSICAL TICKET | NO SFRTA TRANSFER | NO TAP EASY CARD | OUTDATED PAPER TICKET | UNREADABLE EASY CARD | ZONE OVERRIDE PAPER TICKET | TOTAL |
|--------------|----------------|-------------------------|--------------------|-----------------------|--------------------|-------------------|------------------|-----------------------|----------------------|----------------------------|-------|
| Mar-13 | 89 | 4 | 374 | 81 | 2160 | 35 | 456 | 105 | 5 | 221 | 3530 |
| 13-Apr | 95 | 5 | 374 | 132 | 2289 | 31 | 379 | 69 | 3 | 241 | 3618 |
| 13-May | 85 | 4 | 270 | 135 | 2071 | 25 | 323 | 216 | 0 | 63 | 3192 |
| 13-Jun | 95 | 1 | 319 | 113 | 2048 | 33 | 322 | 82 | 0 | 210 | 3223 |
| 13-Jul | 82 | 0 | 303 | 125 | 2015 | 26 | 296 | 89 | 0 | 237 | 3173 |
| 13-Aug | 80 | 0 | 271 | 85 | 2081 | 29 | 285 | 80 | 0 | 244 | 3155 |
| 13-Sep | 68 | 0 | 217 | 106 | 2136 | 33 | 294 | 80 | 0 | 221 | 3155 |
| 13-Oct | 60 | 0 | 220 | 96 | 2032 | 35 | 249 | 64 | 0 | 221 | 2977 |
| 13-Nov | 46 | 0 | 183 | 99 | 1816 | 19 | 259 | 56 | 0 | 174 | 2652 |
| 13-Dec | 51 | 0 | 171 | 107 | 1932 | 28 | 257 | 60 | 0 | 183 | 2789 |
| 14-Jan | 68 | 0 | 153 | 97 | 1805 | 14 | 271 | 50 | 0 | 174 | 2632 |
| 14-Feb | 46 | 0 | 144 | 84 | 1554 | 20 | 291 | 57 | 0 | 112 | 2308 |
| 14-Mar | 44 | 5 | 177 | 76 | 1733 | 24 | 221 | 56 | 0 | 136 | 2472 |
| 14-Apr | 62 | 0 | 157 | 106 | 1761 | 22 | 324 | 56 | 0 | 152 | 2640 |
| 14-May | 57 | 1 | 193 | 130 | 2017 | 28 | 374 | 72 | 0 | 176 | 3048 |
| 14-Jun | 60 | 0 | 160 | 136 | 1924 | 22 | 357 | 63 | 0 | 193 | 2915 |
| 14-Jul | 85 | 0 | 193 | 167 | 1960 | 30 | 395 | 86 | 0 | 195 | 3111 |
| 14-Aug | 55 | 0 | 205 | 125 | 1906 | 24 | 417 | 70 | 0 | 186 | 2988 |
| 14-Sep | 55 | 0 | 205 | 125 | 1906 | 24 | 417 | 70 | 0 | 186 | 2988 |
| 14-Oct | 60 | 0 | 206 | 117 | 2182 | 29 | 457 | 82 | 0 | 189 | 3322 |
| 14-Nov | 49 | 0 | 183 | 104 | 1919 | 17 | 336 | 79 | 0 | 174 | 2861 |
| 14-Dec | 61 | 0 | 184 | 117 | 2090 | 17 | 322 | 56 | 0 | 197 | 3044 |
| 15-Jan | 55 | 0 | 177 | 98 | 2156 | 23 | 321 | 55 | 0 | 175 | 3060 |
| 15-Feb | 50 | 0 | 209 | 132 | 2010 | 36 | 304 | 57 | 0 | 178 | 2976 |
| 15-Mar | 65 | 2 | 173 | 104 | 2179 | 34 | 352 | 78 | 0 | 198 | 3185 |
| 1,623 | 22 | 5,421 | 2,797 | 49,682 | 658 | 8,279 | 1,888 | 8 | 4,636 | 75,014 | |

NEW TICKETING SYSTEM IN EFFECT

CLASSIFICATIONS BREAKDOWN
MARCH 2015

1

| CLASSIFICATION | |
|--|----|
| ABANDONED VEHICLE | 1 |
| 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 | 2 |
| ATTEMPTED SUICIDE | |
| AUTO THEFT | |
| AUTO THEFT - ATTEMPT | |
| AUTO THEFT - RECOVERY | |
| BATTERY - AGGRAVATED TRANSIT AGENT / CPO | |
| BATTERY - AGGRAVATED | |
| BATTERY TRANSIT AGENT / CPO | 2 |
| BATTERY | |
| BIKE LOCKER/OTHER | 1 |
| BICYCLE VIOLATIONS | |
| BIOLOGICAL RELEASE | |
| BOMBING | |
| BOMB THREAT | |
| BRUSH FIRE | |
| BURGLARY-ATTEMPT | |
| BURGLARY | |
| BURGLARY-AUTO | |
| BURGLARY-ATTEMPT AUTO | |
| CAMERA MONITORING CENTER | |
| CHEMICAL RELEASE | |
| CIVIL DISTURBANCE | |
| CREDIT CARD FRAUD | |
| CRIMINAL MISCHIEF | 8 |
| CROSSING W/ GATE DOWN | |
| CYBER INCIDENT | |
| DAMAGED PROPERTY | 1 |
| DEBRIS ON TRACK | 1 |
| DISORDERLY CONDUCT | 2 |
| DISTURBANCE | 3 |
| DOMESTIC VIOLENCE | |
| DRUG OFFENSE | 1 |
| EMS BOARD MALFUNCTION | 4 |
| ELEVATOR MALFUNCTION | 15 |
| ELEVATOR PHONE MALFUNCTION | 2 |

CLASSIFICATIONS BREAKDOWN
MARCH 2015

| CLASSIFICATION | |
|-----------------------|------|
| ESCALATOR MALFUNCTION | 2 |
| FALSE IDENTIFICATION | |
| FARE EVASION | 3407 |

| | CITATION | WARNED | ARREST |
|----------------------------|----------|--------|--------|
| 12 TRIP NO TAP | 1 | 65 | 0 |
| ZONE OVERRIDE EASY CARD | 0 | 2 | 0 |
| INSUFFICIENT FUNDS | 28 | 173 | 0 |
| NO BUS/METRORAIL TRANSFER | 10 | 104 | 1 |
| NO PHYSICAL TICKET | 125 | 2179 | 7 |
| NO SFRTA TRANSFER TICKET | 0 | 34 | 0 |
| NO TAP EASY CARD | 31 | 352 | 1 |
| OUTDATED PAPER TICKET | 2 | 78 | 0 |
| ZONE OVERRIDE PAPER TICKET | 16 | 198 | 0 |
| TOTAL | 213 | 3185 | 9 |

| | |
|-----------------------------|-----|
| FIRE | |
| GRADE CROSSING PROBLEM | 5 |
| HIJACKING | |
| ILLNESS | 11 |
| INJURY | |
| INJURY-CPO | |
| INFORMATION / MISCELLANEOUS | 36 |
| INTERFERING W/ TRAIN | |
| INTOXICATED PERSON | |
| INVESTIGATION | |
| KIOSK PROBLEM | |
| LOST/FOUND PROPERTY | 101 |
| LOUD MUSIC | |
| LUGGAGE | |
| MISSING PERSON | 1 |
| MISSING PERSON-LOCATED | |
| MOTOR VEHICLE ACCIDENT | |
| PARKING PROBLEM | 26 |
| PARKING LOT ACCIDENTS | |
| PARKING LOT VIOLATIONS | |
| PAYPHONE MALFUNCTION | |
| PULLED EMERGENCY STOP | |
| RECOVERED STOLEN PROPERTY | |
| RIDING ON OUTSIDE OF TRAIN | |
| ROBBERY | |
| ROBBERY- SUDDEN SNATCHING | |
| ROBBERY STRONG ARMED | |
| SABOTAGE | |
| SAFETY HAZARD | 18 |
| SEXUAL BATTERY | |
| SEX OFFENSE (OTHER) | |

SIX MONTH CRIME ANALYSIS 2014

| CLASSIFICATION | OCT | NOV | DEC | JAN | FEB | MAR |
|---|------|------|------|------|------|------|
| ABANDONED VEHICLE | | | 1 | 2 | | 1 |
| ALARMS | 1 | 2 | 1 | 1 | 1 | |
| ALCOHOLIC BEVERAGE/TRAIN | | | 1 | | | |
| ALTERED TICKET/COUNTERFEIT | | | | | | |
| ARSON | | | | | | |
| ASSAULT-AGGRAVATED TRANSIT AGENT / CPO | | | | | | |
| ASSAULT-AGGRAVATED | | | | | | |
| ASSAULT TRANSIT AGENT / CPO | 1 | | | | | |
| ASSAULT | | | | | | |
| ASSIST PASSENGER | 6 | 3 | 1 | 2 | | 1 |
| ASSIST OTHER AGENCY | 1 | | | | 1 | 2 |
| ATTEMPTED SUICIDE | | | | | | |
| AUTO THEFT | 1 | | | | | |
| AUTO THEFT - ATTEMPT | | | 3 | | | |
| AUTO THEFT - RECOVERY | | | | 1 | | |
| BATTERY - AGGRAVATED TRANSIT AGENT/ CPO | | | | 1 | | |
| BATTERY - AGGRAVATED | | | | | 1 | |
| BATTERY - TRANSIT AGENT / CPO | | | 1 | | 1 | 2 |
| BATTERY | | 1 | | 2 | | |
| BIKE LOCKER/OTHER | 2 | 2 | 4 | 2 | 1 | 1 |
| BICYCLE VIOLATIONS | 1 | | | | | |
| BOMBING | | | | | | |
| BOMB THREAT | | | | | | |
| BURGLARY | | | 1 | | | |
| BURGLARY ATTEMPT | | | | | | |
| BURGLARY-STRUCTURE | | | | | | |
| BURGLARY-AUTO | | | | 2 | | |
| BURGLARY-ATTEMPT AUTO | | | | | | |
| CAMERA MONITORING CENTER | | | | | | |
| CHEMICAL RELEASE | | | | | | |
| CIVIL DISTURBANCE | | | | | | |
| COUNTERFEIT/ALTERED TICKET | | | | | | |
| CREDIT CARD FRAUD | | | | | | |
| CRIMINAL MISCHIEF | 9 | 4 | 14 | 16 | 8 | 8 |
| CROSSING W/ GATE DOWN | | | | | | |
| CYBER INCIDENT | | | | | | |
| DAMAGED PROPERTY | 3 | 5 | 3 | 2 | 1 | 1 |
| DEBRIS ON TRACK | | 1 | | 2 | | 1 |
| DISORDERLY CONDUCT | 3 | 5 | 10 | 2 | 3 | 2 |
| DISTURBANCE | 7 | 8 | 7 | 2 | 3 | 3 |
| DRUG OFFENSE | | | | 1 | 1 | 1 |
| DOMESTIC VIOLENCE | | | | | | |
| EMS BOARD MALFUNCTION | 5 | 13 | 2 | 5 | 2 | 4 |
| ELEVATOR MALFUNCTION | 17 | 17 | 27 | 16 | 20 | 15 |
| ESCALATOR MALFUNCTION | 2 | 1 | 1 | 2 | 3 | 2 |
| ELEVATOR PHONE MALFUNCTION | 2 | 6 | 5 | 3 | | 2 |
| FARE EVASION- CITATIONS | 165 | 153 | 150 | 193 | 221 | 213 |
| FARE EVASION-WARNINGS | 3322 | 2861 | 3044 | 3060 | 2976 | 3185 |
| FARE EVASION-ARREST | 3 | 6 | 3 | 0 | 9 | 9 |
| FALSE IDENTIFICATION | | | | | | |
| FIRE | | | | | 1 | |
| GRADE CROSSING PROBLEM | 1 | | | | 1 | 5 |
| SUB-TOTAL | 3552 | 3088 | 3279 | 3317 | 3254 | 3458 |

**SIX MONTH CRIME ANALYSIS
2014**

| CLASSIFICATION | OCT | NOV | DEC | JAN | FEB | MAR |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| ILLNESS | 9 | 8 | 6 | 12 | 3 | 11 |
| INJURY | 2 | 1 | | | | |
| INJURY-CPO | | | | | | |
| MISCELLANEOUS/INFORMATION | 31 | 24 | 25 | 16 | 22 | 36 |
| INTERFERING W/ TRAIN | | | | 1 | | |
| INTOXICATED PERSON | | | | | | |
| INVESTIGATION | | | | | | |
| KIOSK PROBLEM | | | | | | |
| LUGGAGE | | | | | | |
| LOST/FOUND PROPERTY | 146 | 100 | 122 | 140 | 118 | 101 |
| LOUD MUSIC | | 1 | | | | |
| MISSING PERSON | 1 | | 2 | | | 1 |
| MISSING PERSON-LOCATED | | | | | | |
| MOTOR VEHICLE ACCIDENT | 2 | | 1 | 1 | 1 | |
| PARKING PROBLEM | 25 | 23 | 27 | 16 | 18 | 26 |
| PARKING LOT ACCIDENTS | 1 | | | | | |
| PARKING LOT VIOLATIONS | | | | | | |
| PAYPHONE MALFUNCTION | | | | | | |
| PULLED EMERGENCY STOP | | 1 | | 1 | | |
| RECOVERED STOLEN PROPERTY | | | | | | |
| RIDIDNG ON OUTSIDE OF TRAIN | | | | 1 | | |
| ROBBERY | 1 | 1 | | | | |
| ROBBERY SUDDEN SNATCHING | | | | | | |
| ROBBERY STRONG ARMED | | | | | | |
| SAFETY HAZARD | 23 | 18 | 14 | 19 | 11 | 18 |
| SEXUAL BATTERY | | | | | | |
| SEX OFFENSE (OTHER) | 1 | | | | | |
| SIGN PROBLEM | | | 1 | | | |
| SLIP AND FALL | 3 | 1 | 5 | 3 | 5 | 3 |
| SMOKING ON TRAIN | | | | | | |
| SOLICITATION | 2 | 1 | 1 | 3 | 2 | |
| STUDENT INCIDENT | 2 | 4 | 1 | 3 | 8 | 1 |
| SURFBOARDS ON TRAIN | | | | | | |
| SUSPICIOUS INCIDENT | 9 | 4 | 6 | 1 | 3 | 2 |
| SUSPICIOUS PERSON | 6 | 2 | 6 | 3 | 3 | 2 |
| SUSPICIOUS VEHICLE | | | 3 | 1 | 2 | 5 |
| SUICIDE / ATTEMPT | 1 | 1 | | | | 1 |
| THEFT | 6 | 3 | 8 | 4 | 3 | |
| THEFT-ATTEMPTED | | 1 | | | | |
| THROWING OBJECT AT TRAIN | 4 | 2 | 2 | 2 | 2 | 3 |
| TOWED VEHICLES | 3 | 1 | 4 | 1 | 3 | 3 |
| TRAIN VS ANIMAL | | | | | | |
| TRAIN VS BICYCLE | 1 | | | | | |
| TRESPASSER STRIKE | | 1 | 1 | | | |
| TRAIN VS VEHICLE | | 1 | | 1 | 1 | 2 |
| TRAIN VS FIXED OBJECT | | | | | | |
| TRESPASS ARREST | 1 | 1 | | | | |
| TRESPASS | 12 | 4 | 11 | 18 | 10 | 5 |
| TVM GATE MALFUNCTION | 4 | 3 | 3 | 1 | 1 | 2 |
| TVM MALFUNCTION | 99 | 83 | 123 | 117 | 107 | 106 |
| SAV VALIDATOR MALFUNCTION | | 1 | 1 | 2 | | 1 |
| VEHICLE ON TRACKS | | 1 | | 1 | 2 | |
| WEAPON CONCEALED/COMPLAINT | 1 | | | | | |
| TOTAL REPORTS | 3948 | 3380 | 3652 | 3685 | 3579 | 3787 |



**TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR MARCH 2015**

| Date | Incident Report # | Location | TSA Directive Violation # | Remarks | CPO ID# |
|------|-------------------|----------|---------------------------|---------|---------|
|------|-------------------|----------|---------------------------|---------|---------|

NO INCIDENTS REPORTED

TSA Directive #13 "Inspect each passenger rail car for suspicious persons, items, or any unattended items."

TSA Directive #15 "If equipped with locking mechanisms, lock all doors which allow access to the Engineers or Train Operators cab or compartment."

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

1) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period?
If yes, explain the arrangement, including a description of the equipment and the cost.

_____ NO _____

2) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period?

_____ NO _____

3) Did any of the DBE subcontractors subcontract any portion of its work to a non-DEB during the report period? If yes, explain fully.

_____ NO _____

4) Has the scope of work or the subcontract amount of any of the DBE subcontractors changed since the last report? If yes, explain fully.

_____ NO _____

By signing this form, the person individually and on behalf of the Firm represents to the SFRTA that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE: _____

TITLE: ADMINISTRATIVE ASSISTANT DATE: April 2, 2015



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 *RDC*
SUBJECT: MONTHLY ACTIVITY REPORT – MARCH 2015
Date: Friday, April 3rd 2015

I was assigned the following tasks for the month of: **MARCH 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 **213** citations at the North County Regional Courthouse. I also processed any voided citations and conducted inquiries as directed by the County Court Judge, related to Fare Evasion Citations. I conducted CPR/AED training for personnel assigned to the G4S/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

As the Investigator: I investigated or conducted inquiries into **(6)** Incidents:

- SFRTA IR #: 08-14-199 – Train vs. Pedestrian – (Pending P.D. /M.E. Reports)
- SFRTA IR #: 10-14-2493 – Train vs. Bicycle – (Fatality) – (Pending P.D. Report)
- SFRTA IR #: 12-14-2631 – Train vs. Pedestrian – (Fatality) Pending P.D. M.E. Reports)

- **SFRTA IR #: 03-15-449 – Train vs. Vehicle (Non-Fatality) – Pending P.D. Report**
- **SFRTA IR #: 03-15-845 – Battery on Transit Agent (SFRTA Complaint 28622)**
- **SFRTA IR #: 03-15-2274 – Train vs. Vehicle (Non-Fatality) – Pending P.D. Report**

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

NTD INTERNET REPORTING

NON MAJOR SECURITY

Part I

Mar-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 | 0 | | | | | | 0 |
| In Revenue Facility | 0 | | | | | | 0 |
| Non Revenue Facility | 0 | | | | | | 0 |
| Right Of Way/Roadway | 0 | | | | | | 0 |
| Structure | | | | | | | |
| Larceny/Theft Offenses | | | | | | | |
| In Vehicle | 0 | | | | | | 0 |
| In Revenue Facility | 0 | | | | | | 0 |
| Non Revenue Facility | 0 | | | | | | 0 |
| Right Of Way/Roadway | 0 | | | | | | 0 |
| Includes Burglary Vehicle | | | | | | | |
| Motor Vehicle Theft | | | | | | | |
| In Vehicle | 0 | | | | | | 0 |
| In Revenue Facility | 0 | | | | | | 0 |
| Non Revenue Facility | 0 | | | | | | 0 |
| Right Of Way/Roadway | 0 | | | | | | 0 |
| Includes Attempts | | | | | | | |
| Arson | | | | | | | |
| In Vehicle | 0 | | | | | | 0 |

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (3/1/2015) thru (3/1/2016)

| Project Manager Contract # Contract Administrator | Contract Title Contract Name | Start Date Expiration Date | Contract Duration Renewal |
|---|---|-------------------------------|--|
| <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. |
| 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. |

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2015) thru (3/1/2016)

| Project Manager Contract # Contract Administrator | Contract Title Contract Name | Start Date Expiration Date | Contract Duration Renewal |
|---|--|-------------------------------|--|
| projectmgr James DeVaughn 10-014 BOBBY BECKER | SFEC TMA BUS SERVICE 010338 SFEC TMA | 07/01/2010 06/30/2015 | 5 Year Term 4 1-year renewal options. All options have been exercised. |
| Suzie Papillon 10-017 BOBBY BECKER | GENERAL ENGINEERING CONSULTING SERVICES 010288 PARSONS BRINCKERHOFF, INC. | 10/18/2010 10/17/2015 | 5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain. |
| Suzie Papillon 10-021 BOBBY BECKER | GENERAL ENGINEERING CONSULTING SERVICES 010549 GANNETT FLEMING INC | 10/18/2010 10/17/2015 | 5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain. |
| Suzie Papillon 10-022 BOBBY BECKER | GENERAL ENGINEERING CONSULTING SERVICES 011776 T.Y. LIN INTERNATIONAL | 10/18/2010 10/17/2015 | 5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain. |
| 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. |

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (3/1/2015) thru (3/1/2016)

| Project Manager Contract # Contract Administrator | Contract Title Contract Name | Start Date Expiration Date | Contract Duration Renewal |
|--|---|---------------------------------------|--|
| <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. |
| Eddie Woods 11-001 BOBBY BECKER | BROKERAGE SERVICES 010029 AON RISK SERVICES INC | 10/01/2010 09/30/2015 | 5 Year Term |
| 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 |

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (3/1/2015) thru (3/1/2016)

| Project Manager Contract # Contract Administrator | Contract Title Contract Name | Start Date Expiration Date | Contract Duration Renewal |
|--|--|---------------------------------------|--------------------------------------|
| <u>projectmgr</u> Lynda Westin | SFRPC INTERLOCAL AGREEMENT | 07/01/2010 | 5 Year Term |
| 11-010 BOBBY BECKER | 010339 S FL REGIONAL PLANNING COUNCIL | 06/30/2015 | No renewals |
| Lynda Westin | TCRPC INTERLOCAL AGREEMENT | 07/01/2010 | 5 Year Term |
| 11-011 BOBBY BECKER | 010597 COUNCIL TREASURE COAST REGIONAL PLAN | 06/30/2015 | No renewal options. |
| 14-007 BOBBY BECKER | SHUTTLE BUS FUNDING AGREEMENT 010134 DOWNTOWN FT LAUDERDALE TMA | 10/01/2013 09/30/2015 | 2 Year Term No renewal options |
| 14-009 BOBBY BECKER | SHUTTLE BUS SERVICES 012623 KEOLIS TRANSIT SERVICES, LLC | 01/01/2009 12/31/2015 | 6 Year Term No renewal options |

4/14/2015

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (3/1/2015) thru (3/1/2016)

| Project Manager Contract # Contract Administrator | Contract Title Contract Name | Start Date Expiration Date | Contract Duration Renewal |
|--|--|---------------------------------------|---|
| <u>projectmgr</u> Renee Matthew 02-711 BOBBY BECKER | INTEGRATED FINANCIAL MGT SYSTEM SOFTWARE 010137 TYLER WORKS/EDEN DIVISION | 12/31/2008 12/31/2015 | 7 Year Term |
| Lauran Mehalik 10-001 BOBBY BECKER | STATION MAINTENTANCE SERVICES 010697 MERIDIAN MANAGEMENT CORPORATIO | 08/01/2010 07/31/2015 | 5 Year Term No renewal options. |
| Vicki Wooldridge 10-010 BOBBY BECKER | STATE LEGISLATIVE CONSULTANT SERVICES 010142 ERICKS CONSULTANTS | 07/01/2010 09/30/2015 | 5 Year Term 2 - 1 year renewal options. Both options exercised, no renewal options remain. |

4/14/2015



**Contract Actions Executed
Under The General Counsel's Authority
For March 2015**

AGENDA ITEM NO: N

| Date Signed | Contract /Purchase Order No. | Contract Action | Amount \$ | Term |
|-------------|--|-----------------|-----------|------|
| N/A | There are currently no Contract Actions executed at this time. | N/A | N/A | N/A |