

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
JANUARY 28, 2011
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
Marie Horenburger
George Morgan, Jr.

Commissioner Bruno Barreiro, Chair
Commissioner Kristin Jacobs
Gus Pego

James A. Cummings
Felix M. Lasarte
F. Martin Perry

Executive Director

Joseph Giuliatti

GOVERNING BOARD REGULAR MEETING
OF JANUARY 28, 2011

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, Suite 100, 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.

INFORMATION / PRESENTATION ITEMS

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

I-1 PRESENTATION - Fiscal Year 2009-10 Annual Audit Reports

I-2 PRESENTATION - Ethics Workshop

I-3 INFORMATION – Planning Technical Advisory Committee (PTAC) Report

DISCUSSION ITEMS

D-1 DISCUSSION – Board Room Renovations

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 December 10, 2010.

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: Modification to Purchase Order No. 11-000061, between the South Florida Regional Transportation Authority (SFRTA) and RAIL TECH CONSULTANTS INC., in an amount not to exceed \$24,500, for a total purchase order amount of \$49,000, for the repairs of the existing Passenger Information System components at all SFRTA stations.

Department: Operations
Project Manager: Wayne Ramnarine

Department Director: Brad Barkman
Procurement Director: Christopher Bross

R2. MOTION TO APPROVE: The Sub-Recipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Opa-locka (City).

Department: Finance and IT
Project Manager: Carla D. McKeever

Finance & IT Director: Edward T. Woods
Procurement Director: Christopher Bross

R3. MOTION TO APPROVE: The Funding Agreement between the SFRTA and the City of Opa-locka for Community Shuttle Bus Transportation Services.

Department: Operations
Project Manager: Chad Betts

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R4. MOTION TO APPROVE: Third Amendment to Agreement No. 08-004 to provide an additional not-to-exceed amount of \$1,937,500 to the existing Limousines of South Florida contract to fund JARC bus demonstration routes and the City of Opa-locka Community Shuttle Bus Service. The proposed Amendment is attached to this report as Exhibit 1.

Department: Operations
Project Manager: Chad Betts

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R5. MOTION TO APPROVE:

- (1) Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Doral (City) where the SFRTA will be the recipient grantee of funds for the City to provide operating and capital funding for the new Doral Trolley routes; and
- (2) Delegated Authority to the Executive Director to enter into the Grant Agreement with the Federal Transit Administration (FTA) and the Subrecipient Agreement with the City (both as referenced in the Interlocal Agreement)

Department: Finance and IT
Project Manager: Carla D. McKeever

Finance & IT Director: Edward T. Woods
Procurement Director: Christopher Bross

R6. MOTION TO APPROVE: Agreement between SFRTA and FDOT for the temporary relocation of SFRTA’s Miami Airport Station.

Department: Engineering / Operations

Department Director: Dan Mazza / Brad Barkman

Project Manager: Dan Mazza / Brad Barkman

Procurement Director: Christopher Bross

R7.

- A. **MOTION TO RATIFY:** the issuance of a purchase order for the purchase of EASY card and EASY ticket stock from Miami-Dade County for use in the fare collection equipment, in accordance with terms as defined in the Participation Agreement between the South Florida Regional Transportation Authority and Miami-Dade County, in the maximum not-to-exceed amount of \$175,000.

- B. **MOTION TO APPROVE:** delegation of authority to the Executive Director for the future acquisitions of EASY cards and EASY tickets from Miami Dade County to maintain ticket and card inventory in the maximum not-to-exceed amount of \$200,000.

Department: Executive

Department Director: Joseph Giuliatti

Project Manager: Renee Matthews

Procurement Director: Chris Bross

R8. MOTION TO APPROVE:

- A. A Locally-Preferred Systems Alternative from the short list of alternatives currently being considered for implementing transit in the Florida East Coast (FEC) Railway corridor.

- B. Resolution No. 11-01, expressing support for the South Florida East Coast Corridor (SFECC) Transit Analysis Study and a Locally-Preferred Systems Alternative.

COMMITTEE REPORTS / MINUTES

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

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

MONTHLY REPORTS

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

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

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

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

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

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Information Item Presentation

FISCAL YEAR 2009-10 ANNUAL AUDIT REPORTS

SUMMARY EXPLANATION AND BACKGROUND:

Prior to this Governing Board meeting, the South Florida Regional Transportation Authority (SFRTA) auditors, TCBA Watson Rice LLP, mailed copies of the SFRTA FY 2009-10 Comprehensive Annual Financial Report and the Communication to the Governing Board report to each board member. TCBA Watson Rice LLP, will attend the January 28, 2011 Governing Board Meeting to make a short presentation on the SFRTA annual financial statements and answer any questions concerning the audit.

FISCAL YEAR 2009-10 ANNUAL AUDIT REPORTS

Recommended by: E. Woods 1/20/11
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: Joseph G. ... 1/20/11
Executive Director Date

Approved as to Form by: Anna ... 1-20-11
General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Information Item Presentation

ETHICS WORKSHOP

SUMMARY EXPLANATION AND BACKGROUND:

Several grand juries (both in Palm Beach County and statewide) have convened recently on the issue of public corruption and ethics in government. The Florida Grand Jury report stated that, "recent public opinion polls show that a record number of Americans believe public officials are untrustworthy."¹ The Grand Jury also noted, "If democracy is sustained by public trust, it is understandable why we need rules addressing ethics, conflicts of interest, and disclosure of personal finances."²

The prosecution and incarceration of local government officials has created the public perception that ethics in government is an oxymoron. In reaction to voters' position on this subject, local governments have enacted new or stronger ethics requirements. In this environment of heightened public sensitivity and newly-adopted local ethics codes, a refresher course for the Board in applicable ethics provisions is timely.

The SFRTA Ethics Workshop is intended to provide the Board and with an overview of the various ethical requirements that apply to the Board (including both State and local ethics requirements), as well address the public perception and appearance of impropriety issues that swirl around any discussion of government ethics. The Workshop will also provide information regarding both Florida's Sunshine and Public Records Laws, as they relate to the conduct of Board members.

A distinguished panel of speakers will discuss these issues, along with SFRTA's General Counsel. The biographies of the guest panelists are provided in Exhibit 1.

EXHIBITS ATTACHED: Exhibit 1 – Biographies of Guest Panelists

¹ State of Florida Case No. SC 09-1910, Nineteenth Statewide Grand Jury, First Interim Report, entitled "A Study of Public Corruption in Florida and Recommended Solutions,"

² Ibid.

ETHICS WORKSHOP

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: [Signature] 1/20/11
Executive Director Date

Approved as to Form by: [Signature] 1-20-11
General Counsel Date

Exhibit 1

Robert Meyers, Executive Director

Robert Meyers has served as Executive Director for the Miami-Dade Commission on Ethics and Public Trust since June 1998. As Executive Director, he has spoken before several hundred groups, making presentations to business, government, professional and community-based organizations. Mr. Meyers has participated on many ethics panels and seminars organized by governments, chambers of commerce, bar associations and universities. He appears on local television and radio programs relating to government and ethics, and is frequently published in local newspapers.

Prior to his appointment as the Executive Director, Mr. Meyers taught law, government and ethics at two major universities. He has published articles on ethics in several prominent journals, including an article in an environmental law treatise on ethics and land use decisions.

He practiced law for two years in Florida, concentrating on administrative law and labor and employment law. He holds a Juris Doctor earned at the University of Miami, a Master's degree in Public Administration, which he received from Florida International University, and a Bachelor's degree from the University of Florida.

Alan Johnson, Executive Director

Prior to his selection as Executive Director of the Palm Beach County Commission on Ethics, Mr. Johnson was a 17 year state prosecutor for the 15th Judicial Circuit in Palm Beach County. As an Assistant State Attorney Mr. Johnson has tried over 100 serious felony cases and in 2001 became Chief of the Felony Division. In 2005 Mr. Johnson took over the role of Chief Assistant State Attorney until 2009 when he became Senior Counsel for a newly established State Attorney Public Integrity Unit. Mr. Johnson has also served in various capacities as a member and chairman of the Florida Bar Grievance Committee 15E and the Unlicensed Practice of Law Committee as well as serving as a volunteer youth court judge. Since 2000, Mr. Johnson has been a frequent instructor for the Florida Prosecuting Attorneys Association in areas including ethics for prosecutors, victim rights, homicide prosecution, evidence and jury selection.

Mr. Johnson graduated from Columbia University in 1973 and obtained his law degree from Georgetown University Law Center in 1976.

Jan Jacobowitz, Associate Director of the Center for Ethics & Public Service, and the Director of the Professional Responsibility and Ethics Program (PREP) at the University of Miami's School of Law.

Ms. Jacobowitz has a diverse legal background which she brings to the Professional Responsibility and Ethics Program. She began her career as a Legal Aid Attorney for the District of Columbia. Ms. Jacobowitz then practiced family law and directed the personal injury law department at Robert Ades and Associates, the District of Columbia's first prepaid and reduced fee law firm providing legal services to members of labor unions. Ms. Jacobowitz's career continued at the Department of Justice in the Office of Special Investigations as a prosecutor of Nazi war criminals who had illegally entered the United States after WWII. Ms. Jacobowitz moved to Miami in 1986 and became a partner in the firm of Dunn and Dresnick where she was a litigator practicing primarily in the areas of commercial and employment law. Ms. Jacobowitz became a Senior Staff Counsel for the American Bankers Insurance Group in 1990. She entered the world of education in 2002 when she became a teacher for Coral Reef Senior High. Ms. Jacobowitz not only taught law in the Legal Magnet Program, but also successfully coached the school's mock trial, moot court and Constitutional law teams. She received both the We the People Constitution Education Award and the Gavel Award for High School Moot Court Competition from the Florida Law Related Education Association in 2006. The Florida Supreme Court awarded Ms. Jacobowitz the Chief Justice Commendation for Leadership in Judicial Education in 2006.

Annika Ashton, Assistant Broward County Attorney

Annika Ashton is an Assistant County Attorney at Broward County's Office of the County Attorney. She manages the ethics training components of the Broward County Code of Ethics for County Commissioners, including conducting trainings for new Broward County Commissioners.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Information Item Presentation

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

SUMMARY EXPLANATION AND BACKGROUND:

In response to a request made by the South Florida Regional Transportation Authority (SFRTA) Governing Board at its meeting on August 22, 2008, SFRTA staff has been providing a report regarding the activities of the SFRTA Planning Technical Advisory Committee (PTAC). While early PTAC reports covered basic information such as committee duties and membership, the PTAC Report now includes details such as agenda items and activities of individual PTAC meetings. The following PTAC Report is a summary of the PTAC meeting held on December 15, 2010.

Agenda items at the December 2010 meeting of the SFRTA PTAC included:

- Oakland Park Boulevard Transit Improvement Study
- Central Broward East-West Transit Study
- WTS South Florida Transit Summit
- A New Era of Transportation Choices: Linking Transportation, Land Use, and Sustainability (Video Speech by Gordon Price at APTA Rail Conference)

Consultants working on behalf of the Florida Department of Transportation (FDOT) gave a presentation on the efforts of the Oakland Park Boulevard Transit Improvement Study. It was explained that Oakland Park Blvd was one of the first transit corridors identified in the recent Broward MPO LRTP to move forward for further study. The current effort consists of preliminary work in advance of a detailed alternatives analysis study that is slated to begin in 2012. Current tasks include documenting existing conditions and ongoing initiatives, development of a problem statement, and a multi-modal micro-simulation of the most congested segment of the corridor. It was also mentioned that coordination is occurring with preliminary analysis of a new Tri-Rail station at Oakland Park Blvd that could match up with the potential east-west transit improvements.

(Continued on Page 2)

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

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

EXHIBITS ATTACHED: None

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The project's next steps include testing some transit improvement concepts, conducting a workshop in March, and the development of a Memorandum of Understanding (MOU) for all participating partner agencies. Questions were asked by PTAC members regarding current transit capacity, corridor right-of-way, redevelopment opportunities, and transit signal priority.

The next agenda item was a FDOT presentation on the Central Broward East-West Transit Study. It was stated that this project dates back to 2002 and was recently included in the Broward MPO LRTP as an illustrative project. The study is now in the Draft Environmental Impact Statement (DEIS) phase, which has resulted in modifications since the locally preferred alternative (LPA) using light-rail technology was adopted by the Broward MPO in 2006. Recently the project's approach has been altered and the proposed technology has shifted to either modern streetcar or bus rapid transit (BRT). A system of projects in the corridor is now proposed, with an emphasis on interacting with the proposed shorter term express bus service on I-595 and The Wave downtown Fort Lauderdale streetcar. However, project challenges were cited, including whether this fits in with the county and region's transit priorities, strong community opposition along some parts of the corridor, identifying who the operator should be, and funding. Next steps are to share this new approach and system of alternatives with the Broward MPO in February. PTAC members' comments and questions were supportive of the project's recent changes.

Mr. Denis Eirikis appeared on behalf of the Florida Public Transportation Association (FPTA) to discuss the upcoming WTS South Florida Transit Summit. The luncheon event is scheduled for January 12 at the Sheraton Fort Lauderdale Airport Hotel. Mr. Eirikis spoke of nationwide trends and challenges now facing the public transportation industry. He noted that the directors of South Florida's four transit systems will participate in a panel at the summit, and that the program will include a number of other of guest speakers from Tallahassee and Washington, D.C. Mr. Eirikis also pointed out that the summit will serve as the kickoff of FPTA's IM4Transit campaign. The campaign intends to recruit over 100,000 pro-transit Floridians as part of its efforts.

Due to other agenda items running long, the video speech "A New Era of Transportation Choices: Linking Transportation, Land Use, and Sustainability" was deferred until a future PTAC meeting. Topics briefly discussed in the Other Business/Member Comments portion of the agenda included the Amtrak Miami-Jacksonville (via FEC Railway) project and the potential development of a regional transit system plan.

The next PTAC meeting will be held on February 16, 2011.

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

Recommended by: Daniel Mays 1/21/11
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: Joy L. Smith 1/20/11
Executive Director Date

Approved as to Form by: [Signature] 1-20-11
General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Information Item

Discussion Item

BOARDROOM RENOVATIONS

SUMMARY EXPLANATION AND BACKGROUND:

The Board has delegated authority to Board member Cummings to negotiate and finalize the office lease with ProLogis, pursuant to the accepted ProLogis proposal. Part of the lease involved the renovation of the SFRTA Boardroom. Staff has had preliminary discussions with ProLogis about its financial contribution to those renovations and possible design options. Staff asked ProLogis to provide it with sketches outlining the options and associated preliminary budgets.

It was recommended by Board member Cummings that staff will present the current options discussed with ProLogis in the event the Board would like to provide input on the renovations.

EXHIBITS ATTACHED: Exhibit 1 – Design Options
(To be provided under separate cover)

BOARDROOM RENOVATIONS

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by:  _____
Executive Director Date

Approved as to Form by:  _____
General Counsel Date

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF DECEMBER 10, 2010

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:00 a.m. on Friday, December 10, 2010 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Steven Abrams, Palm Beach County Commissioner
 Bruno Barreiro, Chair, Miami-Dade County Commissioner – *arrived at 9:26 a.m.*
 James A. Cummings, Citizen Representative, Broward County
 Kristin Jacobs, Vice Chair, Broward County Commissioner
 George Morgan, Governor’s Appointee - *arrived at 9:17 a.m.*
 Gus Pego, Florida Department of Transportation, District VI
 F. Martin Perry, Governor’s Appointee

BOARD MEMBERS ABSENT:

Marie Horenburger, Citizen Representative, Palm Beach County
 Felix M. Lasarte, Citizens Representative, Miami-Dade County

ALSO PRESENT:

Joseph Giuliatti, Executive Director, SFRTA
 Jack Stephens, Deputy Executive Director, SFRTA
 Bonnie Arnold, Director of Marketing, SFRTA
 Brad Barkman, Director of Operations, SFRTA
 Chris Bross, Director of Procurement, SFRTA
 Diane Hernandez Del Calvo, Director of Administration, SFRTA
 Mary Jane Lear, Director of Human Resources, SFRTA
 Daniel Mazza, P.E., Director of Planning and Engineering, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Jeffrey Olson, Staff Counsel, SFRTA
 Edward Woods, Director of Finance & IT, SFRTA
 Sandra Thompson, Executive Administrative Coordinator, SFRTA

CALL TO ORDER

The Vice Chair called the meeting to order at 9:13 a.m.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

AGENDA APPROVAL

Mr. Joseph Giuliatti requested the following revisions to the Agenda.

ADDITION

R5. MOTION TO APPROVE: Time extension letters with the Florida Department of Transportation to extend the following Joint Participation Agreements (“JPA’s”) from their current expiration date of December 31, 2010, to the respective dates as outlined.

DELETIONS

D1. Agreement between SFRTA & FDOT for the temporary relocation of SFRTA’s Miami Airport Station.

R4. MOTION TO APPROVE: Agreement No. 10-005 between South Florida Regional Transportation Authority (SFRTA) and Brookville Equipment Corporation for the purchase of ten (10) new commuter rail locomotives in the amount of \$44,788,000.00.

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

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

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 October 22, 2010.

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

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

REGULAR AGENDA

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

R1. MOTION TO APPROVE: The Subrecipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Palm Beach County Board of County Commissioners (Palm Beach County) for JARC grant funding.

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

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

R2. MOTION TO APPROVE: The Subrecipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton (City).

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

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

R3. MOTION TO APPROVE: Agreement No. 11-008, between South Florida Regional Transportation Authority (SFRTA) and Gonzalez and Sons Equipment, Inc. for Construction Services at the Hialeah Yard in the lump sum amount of \$1,693,000.

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

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

Board Member Morgan arrived at 9:17 a.m.

R5. MOTION TO APPROVE: Time extension letters with the Florida Department of Transportation to extend the following Joint Participation Agreements (“JPA’s”) from their current expiration date of December 31, 2010, to the respective dates mentioned below:

1. JPA No. AOY56 (Fin. Proj. No. 420344-1-94-01) until December 31, 2012;
2. JPA No. AOU80 (FM No. 421871-1-94-01) until December 30, 2011;
3. JPA No. AOH38 (Fin. Proj. No. 236816-1-84-01) until June 30, 2011;
4. JPA No. AOM88 (Fin. Proj. No. 420079-1-84-01) until June 30, 2011; and
5. JPA No. ADP90 (FM No. 423933-1-84-01) until December 31, 2011.

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

Mr. Giulietti explained that via Joint Participation Agreements (JPA’s) the SFRTA receives its funds from the State. Several of the JPA’s were due to expire. The JPA’s have been revised to extend those time frames.

Ms. Teresa Moore, General Counsel, SFRTA clarified that two exhibits are for the Operating JPA and the New River Bridge JPA. She stated that there are current negotiations with FDOT for a replacement Operating Agreement for the two JPA’s due to the SFRTA not needing those funding mechanisms to pass through the monies to the SFRTA, as they now come straight through to the SFRTA, due to the legislation that was passed and adopted last year. Ms. Moore added that the language changes no longer utilizes dates for an expiration of the JPA, but instead uses the phrase, “replacement with a subsequent operating agreement.”

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

INFORMATION / PRESENTATION ITEMS

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

I-1 INFORMATION – Planning Technical Advisory Committee (PTAC) Report

COMMITTEE REPORTS / MINUTES

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

A. PROPERTY TASK FORCE

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

MONTHLY REPORTS

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

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

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti stated that there are no presentations scheduled for today and the presentations will be made at the January meeting.

LEGAL COMMENTS

Ms. Moore stated that at the January meeting there will be an ethics seminar.

BOARD MEMBER COMMENTS

Board Member Morgan requested an update on the Miami Intermodal Center (MIC) and the procurement of the locomotives.

Mr. Giulietti responded that in respect to the locomotives, SFRTA is in a protest period, as a formal protest has been filed. A recommendation is expected to be returned to the Board at the January meeting.

Board Member Morgan requested periodic updates on this issue and how to respond to inquiries that his office may receive.

Mr. Giulietti stated that the SFRTA is currently in a "Cone of Silence" on this issue and that Board Members cannot be approached by either of the two bidders.

Mr. Giulietti informed that the SFRTA continues to work with FDOT District VI on the MIC Agreement. At the request of the District VI, SFRTA had presented models on how to keep the main lines and work out of the Hialeah Station and maintain the operation. This information has been sent to CSXT and Secretary Pego has been involved to get CSXT to agree to make this work. He stated that this will be presented in January.

Board Member Cummings stated that in regards to the MIC, he had requested the agreement exhibits and had yet to receive them. He requested them prior to next month. He added that the SFRTA is required to get approval from the Federal Transportation Administration (FTA) and suggested that discussions be started prior to next month. He stated that FDOT has been utilizing the SFRTA property for the past several years and a criterion for the usage was an appraisal of the property and that this has not been done. He requested that these issues be discussed prior to the next board meeting.

Commissioner Barreiro arrived at 9:26 a.m.

Board Member Pego concurred with Board Member Cummings and stated that the issues mentioned by Board Member Cummings have been discussed with the Executive Director. He stated that these items were not ready and all of these items are intertwined and mostly it is pacing with CSXT.

Ms. Moore stated that a memo was sent regarding these issues and the parties have been in discussion with CSXT attorneys.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:29 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Consent Regular

MODIFICATION TO PURCHASE ORDER NO. 11-000061
WITH RAIL TECH CONSULTANTS, INC.

REQUESTED ACTION:

MOTION TO APPROVE: Modification to Purchase Order No. 11-000061, between the South Florida Regional Transportation Authority (SFRTA) and RAIL TECH CONSULTANTS INC., in an amount not to exceed \$24,500, for a total purchase order amount of \$49,000, for the repairs of the existing Passenger Information System components at all SFRTA stations.

SUMMARY EXPLANATION AND BACKGROUND:

On June 21, 2010, SFRTA issued a Purchase Order No. 11-000061 to Rail Tech Consultants, Inc. ("PO") in the not-to-exceed amount of \$24,500. This purchase order was to facilitate repairs to the Passenger Information System components at all SFRTA stations.

Due to a greater than anticipated component failure, an increase of \$24,500 (bringing the not-to-exceed amount of the PO to \$49,000) is necessary to cover the cost of repairs for the remainder of the current fiscal year.

Department: Operations
Project Manager: Wayne Ramnarine

Department Director: Brad Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding from Finance & IT Budget Item S/B 001-310-39-3440

EXHIBITS ATTACHED: Exhibit 1: Sole Source Justification

MODIFICATION TO PURCHASE ORDER NO. 11-000061
WITH RAIL TECH CONSULTANTS INC.

Recommended by:  1/20/11 Date
Department Director Date Approved by:  1/20/11 Date
Contracts Director Date

Authorized by:  1/20/11 Date
Executive Director Date Approved as to Form by:  1-20-11 Date
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No

Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
Gus Pego, P.E. Yes No
F. Martin Perry Yes No



800 NW 33rd Street
 Pompano Beach, Florida 33064
 954-942-RAIL (7245) Fax 954-788-7878
www.sfrta.fl.gov

Sole Source Justification

DATE: Dec. 7th, 2010
 TO: PROCURMENT 
 THRU: BRAD BARKMAN
 FROM: WAYNE RAMNARINE
 SUBJECT: RAIL TECH CONSULTANTS

BACKGROUND: SFRTA has a proprietary Passenger Information System (PIS) installed at all of our Stations. Rail Tech Consultants Inc. has previously and is currently performing the required repairs satisfactorily. Parts included that require repair are PDS controller units, sign master controller cards and power supplies.

SOLE SOURCE JUSTIFICATION: Geo- Focus, the manufacturer of the proprietary PIS is no longer in business.

RAIL TECH CONSULTANTS INC: Employed personnel formerly trained and familiar with Geo-Focus's circuit boards architecture and functionality. This vendor has successfully been performing repairs on the circuit board level on these proprietary components for SFRTA since fiscal 2007/2008.

COST ANALYSIS: RAIL TECH CONSULTANTS INC. has quoted no price increase from previous fiscal for parts included under this P.O. This pricing has been unchanged since fiscal 2007. **AMOUNT: \$24,500**

Approved by SFRTA


 Joseph Gullietti
 Executive Director
 (Required only over \$10,000)

Date: 12/14/10


 Bradley Barkman
 Department Director

Date: 12/13/10

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Consent Regular

JARC SUB-RECIPIENT AGREEMENT WITH THE CITY OF OPA-LOCKA

REQUESTED ACTION:

MOTION TO APPROVE: The Sub-Recipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Opa-locka (City).

SUMMARY EXPLANATION AND BACKGROUND:

As the Federal Transit Administration's designated recipient for Job Access and Reverse Commute program funds in the Miami Southeast Florida Urbanized Area, the Governing Board approved applications for JARC program funding (FY 2008 and 2009) at the April 23, 2010, Board meeting. The City of Opa-locka was selected as one of the JARC grant recipients.

Staff is requesting Governing Board approval of the Sub-Recipient Agreement between SFRTA and the City, which will provide \$187,900 in JARC funds to the City for its new North Route shuttle service. As part of the application process, the City agreed to provide the required 50% match for this project.

In a separate item, the Board is being asked to approve a Funding Agreement with the City of Opa-locka for a second new shuttle bus route (the "South Route). SFRTA was the successful applicant for JARC funding for the South Route. SFRTA and the City will split the 50% required local match. SFRTA plans to operate the South Route using its contract with Limousines of South Florida.

Department: Finance and IT
Project Manager: Carla D. McKeever

Finance & IT Director: Edward T. Woods
Procurement Director: Christopher Bross

FISCAL IMPACT: By administrating the JARC program, the SFRTA will receive approximately \$694,710 in administrative cost reimbursements.

EXHIBITS ATTACHED: Exhibit 1 – City of Opa-locka Subrecipient Agreement

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

Recommended by: *C. Wade* 1-20-11
Department Director Date

Approved by: *CE-3* 1/20/11
Contracts Director Date

Authorized by: *J. L. [Signature]* 1/20/11
Executive Director Date

Approved as to Form by: *[Signature]* 1-20-11
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
 Commissioner Bruno A. Barreiro Yes No
 James A. Cummings Yes No
 Marie Horenburger Yes No
 Commissioner Kristin Jacobs Yes No

Felix M. Lasarte, Esq. Yes No
 George A. Morgan, Jr. Yes No
 Gus Pego, P.E. Yes No
 F. Martin Perry Yes No

SUBRECIPIENT AGREEMENT

Subrecipient: The City of Opa-Locka		Grant Number: FL-37-X052-00
Address: 780 Fisherman Street, Opa-Locka, FL 33050		
Project Description: City of Opa-Locka Shuttle Service North Route		
Project Activity Period: <u>February 1, 2011 through February 1, 2013</u>		
Estimated Project Amount:	\$ 375,800	SFRTA Action
Section 5316 JARC Funds:	\$ 187,900	Item No:
Local Match:	\$ 187,900	Date:
Federal Grant No:	FL-37-X052-00	
CFDA No. :	20516	

AGREEMENT

THIS AGREEMENT is made and entered into by and between the South Florida Regional Transportation Authority (SFRTA) and the City of Opa-Locka (the City of Opa-Locka), each acting by and through its duly authorized officers.

WHEREAS:

1. SFRTA, acting in its role as the Miami Urbanized Area Designated Recipient, submitted an application to the Federal Transit Administration (FTA) for federal grant funds under the FTA's Job Access and Reverse Commute (JARC) Program pursuant to 49 U.S.C. Section 5316, which included the City of Opa-Locka's project as described herein.
2. The FTA's JARC Program is authorized under the provisions set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), enacted on August 10, 2005, as codified at 49 U.S.C. 5316.
3. The FTA's JARC Program aims to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized areas and nonurbanized areas to suburban employment opportunities.
4. SFRTA received JARC grant funds from the FTA pursuant to grant number FL-37-X052-00.

5. This Agreement is intended to memorialize the terms under which the City of Opa-Locka is to receive the FTA grant funds.

NOW, THEREFORE, SFRTA and the City of Opa-Locka agree as follows:

ARTICLE I. THE CITY OF OPA-LOCKA WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS

- 1.01 Workscope.** The City of Opa-Locka agrees to perform and complete in a satisfactory and proper manner the Workscope specified in **Exhibit A** (FTA Grant Application) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by the City of Opa-Locka and a proposed schedule for the completion of the Workscope. All Workscope activities must be consistent with the approved Workscope and the approved budget detailed below. Any proposed change in the scope of work is not effective until the City of Opa-Locka receives written approval from the SFRTA Project Manager.
- 1.02 Approved Budget.** The City of Opa-Locka agrees to complete the Workscope in accordance with the approved budget specified in **Exhibit A**. The approved budget details the cost associated with each scope of work activity. Any request for re-budgeting in excess of twenty percent (20%) of the approved budget must be in writing and approved in writing by SFRTA Project Manager. Re-budgeting of project funds among the existing approved budget items of the Workscope are allowable without prior approval if the amount of project funds to be transferred is less than twenty percent (20%) of the approved budget. However, re-budgeting between operating and capital line items is not allowable due to differing match requirements.
- 1.03 Material Representations.** The City of Opa-Locka agrees that all representations contained in its application for grant assistance are material representations of fact upon which SFRTA relied in awarding this grant and are incorporated by reference into this Agreement.

ARTICLE II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS; ELIGIBILITY OF COST

- 2.01. Authorized Use of Grant and Matching Funds.** The City of Opa-Locka is only authorized to use the grant funds subject to this agreement for costs directly incurred for the performance of the Workscope during the Project Activity Period as specified in section 6.01, and in accordance with the Approved Budget.
- 2.02 Eligibility of costs.** All expenses are subject to FTA regulations including:
- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
 - *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18
(http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html)

- *Grant Management Requirements*, FTA Circular 5010.1D (http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)
- *Third Party Contracting Requirements*, FTA Circular 4220.1F, (http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html) (See also paragraph 10.05)
- *Job Access and Reverse Commute Program Guidance*, FTA Circular C 9050.1 (http://www.fta.dot.gov/laws/circulars/leg_reg_6623.html)

The City of Opa-Locka acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the City of Opa-Locka, from SFRTA.

ARTICLE III. GRANT AMOUNT, MATCH AND PAYMENT

3.01 Estimated Project Amount. The total estimated cost of the Workslope is **\$375,800**, consisting of the Maximum Federal Grant amount and the The City of Opa-Locka required match.

3.02 Maximum Federal Grant Amount. SFRTA awards to the recipient a grant of up to **\$187,900** for the Workslope. In no event will SFRTA obligation under this Agreement exceed the lesser of the following:

- A. The Maximum Federal Grant Amount; or
- B. The combination of 50% of the total net operating Workslope expenditures plus 80% of capital Workslope expenditures.

SFRTA shall bear no responsibility for cost overruns that may be incurred by the City of Opa-Locka in performance of the Workslope. If it appears likely that additional funds will be needed to complete the Workslope, the parties will meet to discuss the possibility of amending this Agreement.

3.03 The City of Opa-Locka Match. The City of Opa-Locka has an obligation under this Agreement to share in the costs of project by providing a local match from sources other than from FTA funds, i.e. not less than **\$187,900** against the Maximum Grant Amount. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. If the final expenses for the Workslope are less than the Estimated Project Amount, then local match shall be reduced to fifty percent (50%) of the final Workslope amount. If the final expenses for the Workslope exceed the Estimated Project Amount, the City of Opa-Locka is responsible for providing the funds to cover the final costs and expenses.

3.04 Reimbursement. Expenses will be reimbursed by SFRTA based on submission of an invoice from the City of Opa-Locka using form attached hereto as **Exhibit B**. Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Disadvantaged Business Enterprise (DBE) Monthly Subcontractor Utilization report for each third party contract using the approved form attached hereto as **Exhibit C** (see section 5.04).

The City of Opa-Locka shall submit any additional data and information requested by SFRTA to support the City of Opa-Locka reimbursement request and shall submit any additional data and information that may be required by the federal government for reporting to the FTA.

Upon SFRTA review and approval of the City of Opa-Locka request, SFRTA will distribute to the City of Opa-Locka the approved reimbursement amount. SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. If SFRTA intends to deny a reimbursement request, it will first submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by the City of Opa-Locka. The FTA's determination will be final. No reimbursement request will be made which would cause the distribution of grant funds to exceed, cumulatively, through such payment, the limits in Article III. Distribution of any funds or approval of any report is not to be construed as SFRTA waiver of any the City of Opa-Locka noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by SFRTA that the City of Opa-Locka has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by SFRTA, the City of Opa-Locka shall promptly repay such amounts to SFRTA. If the City of Opa-Locka disputes SFRTA's determination, SFRTA will submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by the City of Opa-Locka. The FTA's determination will be final.

3.06 Reversion of Unexpended Grant Funds. All funds granted by SFRTA under this Agreement that have not been expended for Workscope activities during the Project Activity Period shall revert to SFRTA.

3.07 Grant Contingent on Federal Funding. The City of Opa-Locka acknowledges and agrees that SFRTA's payment of funds under this Agreement is contingent on SFRTA receiving grant funds from the FTA. If, for any reason, the FTA reduces the amount of SFRTA FTA Grant, or otherwise fails to pay part of the cost or expense of the Workscope in this Agreement, only outstanding incurred costs shall be eligible for reimbursement. The City of Opa-Locka, its contractors, and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Workscope covered by this Agreement in the event the FTA does not pay the same, and in all events, agrees to hold SFRTA harmless from those claims and from any claims arising out of this Agreement relating to funding. Notwithstanding

any other provisions of the Agreement, in the event the FTA rescinds funding for the FTA Grant, SFRTA may immediately terminate this Agreement by written notice to the City of Opa-Locka.

ARTICLE IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

- 4.01 Documentation of Workscope Costs.** All costs charged to the Workscope, whether paid with grant funds or charged as the City of Opa-Locka match, must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, vouchers, evidencing in detail the nature and propriety of the charges.
- 4.02 Establishment and Maintenance of Workscope Information.** The City of Opa-Locka agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) the City of Opa-Locka match under this Agreement, and (b) the receipt and expenditure of all grant funds. These documents shall include the property records required by Article VIII of this Agreement. The City of Opa-Locka shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Workscope information until the latest of: (i) six (6) years following the term of this Agreement; or (ii) if any litigation, claims, or audit is commenced during either such period, when all such litigation, claims or audits have resolved.
- 4.03 Audit.** The accounts and records of the parties relating to this Agreement shall be audited in the same manner as all other accounts and records of the City of Opa-Locka are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of SFRTA, the Legislative Auditor and or State Auditor, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The parties will provide facilities for such access and inspection.

ARTICLE V. REPORTING AND MONITORING REQUIREMENTS

- 5.01 Quarterly Milestone Progress Reports.** The City of Opa-Locka shall submit quarterly milestone progress reports to SFRTA. SFRTA shall provide the City of Opa-Locka with an electronic version of the milestone progress report that the City of Opa-Locka must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both SFRTA and the City of Opa-Locka must approve each quarterly milestone progress report. The Quarterly progress reports are due as follows:

- **January 15 for quarter October 1 – December 31**
- **April 15 for quarter January 1 – March 31**
- **July 15 for quarter April 1 – June 30**
- **October 15 for quarter July 1 – September 30**

- 5.02 Final Reports.** Upon completion of the Workscope and not later than sixty (60) calendar days after the end of the Project Activity Period, the City of Opa-Locka must submit a final progress report and a final financial status report of expenditures for the full Workscope that contains a final accounting of the grant matching expenditures. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) days following the end of the Project Activity Period, the submission of the Final Report shall automatically extend until all outstanding claims have been resolved. The final report must include inventory of Workscope property as required by Article VIII of this Agreement.
- 5.03 Contents of Reports.** The City of Opa-Locka agrees to report completely and to provide SFRTA with any additional or follow-up information as may be requested by SFRTA.
- 5.04 DBE Reporting Requirements.** The City of Opa-Locka shall provide SFRTA with reports on all DBE activity (see section 10.05 E) for each third party agreement in the form attached hereto as **Exhibit C** and based on the procurement requirements set forth in the *FTA Master Agreement (16) Section 15 Procurement* (see section 2.02 for web link).
- 5.05 Other Monitoring Activities.** To assist SFRTA in monitoring compliance with this Agreement, the City of Opa-Locka agrees to attend meetings as requested by SFRTA and to permit site visits by SFRTA staff, during business hours, upon reasonable notice. The City of Opa-Locka agrees to submit to SFRTA a copy of any promotional information regarding the Workscope distributed by The City of Opa-Locka during the term of this Agreement.
- 5.06 Changed Conditions.** The City of Opa-Locka agrees to notify SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the City of Opa-Locka ability to perform the Workscope in accordance with the terms of this Agreement.
- 5.07 Special Reporting Requirements.** SFRTA is required to report to the FTA regarding activities. Accordingly, the City of Opa-Locka agrees to provide SFRTA with any additional follow-up information reasonably requested by SFRTA, in order to meet SFRTA FTA reporting requirements. Specific reporting requirements are set forth in the *FTA Master Agreement (16) Section 8 Reporting, Record Retention and Access* (see section 2.02 for web link).

ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

- 6.01 Project Activity Period.** The City of Opa-Locka agrees to complete all Workscope activities during the period from February 1, 2010 to February 1, 2013 (Project Activity Period). Grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.
- 6.02 Term.** The term of this Agreement shall extend from the effective date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) calendar days following the end of the Project Activity

Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve any and all outstanding claims.

- 6.03 Termination.** Termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreement, 49 CFR Part 18* (see section 2.02 for web link).
- 6.04 Effect of Workscope Closeout or Termination.** The City of Opa-Locka agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on the City of Opa-Locka by this Agreement. Project closeout or termination of this Agreement does not alter SFRTA authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the City of Opa-Locka's obligation to return any funds to SFRTA as a result of later refunds, corrections, or other transactions.

ARTICLE VII. CONTACT PERSONS; PROJECT MANAGER

- 7.01 Contact Persons.** The authorized contact persons for receipts of notices, reports, invoices and approvals under this Agreement are the following:

The SFRTA:

Carla D. McKeever
 Grants Administrator
 800 NW 33rd St.
 Pompano Beach, Florida 33064
 954.788.7953
mckeeverc@sfrta.fl.gov

City of Opa-Locka:

Clarence Patterson
 City Manager
 780 Fisherman Street
 Fourth Floor
 Opa-Locka, FL 33054
 305.953.2868
city_manager@opalockafl.gov

Or such other person as may be designated in writing for itself by either party.

- 7.02 The SFRTA Project Manager.** For purposes of administration of the Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by the SFRTA Executive Director shall be the Project Manager. Nothing, however, in this Agreement will be deemed to authorize the SFRTA Project Manager to execute amendments to this Agreement on behalf of the SFRTA.
- 7.03 City of Opa-Locka Project Manager.** For purposes of administration of this Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by

the City of Opa-Locka, shall be the Project Manager. The City of Opa-Locka Project Manager shall coordinate Workscope activity with the SFRTA Project Manager and complete the project manager training provided by the SFRTA to ensure compliance with all federal requirements.

ARTICLE VIII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of:

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* 49 C.F.R. Parts 18.31, 18.32, and 18.33 (www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html)
- *Grant Management Requirements*, FTA Circular 5010.ID (http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the City of Opa-Locka, from SFRTA.

The City of Opa-Locka acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent requirements shall govern the Agreement at any particular time.

ARTICLE IX. GENERAL CONDITIONS

9.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

9.02 Assignment Prohibited. The City of Opa-Locka shall not assign, subgrant or transfer any Workscope activities without receiving the express written consent of SFRTA. SFRTA may condition such consent on compliance by the City of Opa-Locka with terms and conditions specified by SFRTA.

9.03 Indemnification. The City of Opa-Locka assumes liability for and agrees to defend, indemnify and hold harmless SFRTA, its officers, employees and agents from and against all losses, damages, expense, liability, claims, suits, or demands including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by the City of Opa-Locka or City of Opa-Locka employees, agents or subcontractors.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City of Opa-Locka is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

- 9.04 Workscope Data.** The City of Opa-Locka agrees that the results of the Workscope, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by the City of Opa-Locka. The City of Opa-Locka shall allow public access to all documents, records, reports or other material subject to the applicable provisions for Chapter 119 Florida Statutes, and made or received by the City of Opa-Locka in connection with this Agreement. Failure of the City of Opa-Locka to grant such public access may be grounds for termination of the Agreement by the SFRTA.
- 9.05 Nondiscrimination.** The City of Opa-Locka shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. The City of Opa-Locka agrees to not discriminate against employee, applicant for employment, or participant in the Workscope because of race, color, creed, religion, national origin, sex, marital status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.
- 9.06 Acknowledgement.** The City of Opa-Locka shall appropriately acknowledge the grant assistance made by SFRTA and the FTA under this agreement in any promotional materials, reports, and publications relating to the Workscope.
- 9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations.** The City of Opa-Locka agrees to conduct the Workscope in compliance with all applicable provisions of federal and state laws, rules or regulations. The City of Opa-Locka is responsible for obtaining and complying with all federal or state permits, licenses, and authorizations necessary for performing the Workscope.
- 9.08 Incorporation of Exhibits.** All Exhibits attached to this Agreement will be deemed incorporated into this Agreement.

ARTICLE X. GENERAL FEDERAL REQUIREMENTS

- 10.01 Federal Requirements.** The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this Article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Article shall prevail. When performing work or expanding funds for Project activities, the City of Opa-Locka agrees to comply with all applicable terms and conditions referenced herein. **The City of Opa-Locka acknowledges that the federal requirements in this Article X are subject to change and agrees that the most recent requirements shall govern this Agreement at any particular time.**
- 10.02 Incorporation of Specific Federal Requirements.** Specifically, and without limitation, the City of Opa-Locka agrees to comply with the following federal requirements:

- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18
(http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html)
- *Grant Management Requirements*, FTA Circular 5010.1D
(http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)
- *Third Party Contracting Requirements*, FTA Circular 4220.1F,
(http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html) (See also paragraph 10.05)
- *Job Access and Reverse Commute Program Guidance*, FTA Circular C 9050.1
(http://www.fta.dot.gov/laws/circulars/leg_reg_6623.html)

Integrity Certification. By signing this Agreement, the City of Opa-Locka certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. This certification is a material representation of fact upon which the SFRTA relies in entering this Agreement. If it is later determined that the City of Opa-Locka knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The City of Opa-Locka shall provide to the SFRTA immediate written notice if at any time the City of Opa-Locka learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certification of Restrictions on Lobbying Disclosure. The provisions of this section apply only if the amount of this Agreement (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

The City of Opa-Locka certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the City of Opa-Locka for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement. The certification of this compliance (*Lobbying Restriction Certification*) submitted by the City of Opa-Locka in connection with this project is incorporated in, and made a part of, this Agreement.

The City of Opa-Locka further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the City of Opa-Locka in this Agreement, the City of Opa-Locka shall complete and submit to the SFRTA, Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

The City of Opa-Locka certifies that it will require that the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000 under this Agreement, and that all subcontracts shall certify and disclose accordingly to the City of Opa-Locka. All certifications and disclosures shall be forwarded to SFRTA by the City of Opa-Locka.

The certifications referred to in this section (including the *Lobbying Restriction Certification* submitted by the City of Opa-Locka in connection with this project and incorporated in, and made a part of, this Agreement) are material representations of fact upon which SFRTA relies when this contract is made.

10.03 Federal Certification and Assurances (C & A); Execution and Incorporation. The City of Opa-Locka agrees to comply with and to certify compliance with the current *Federal Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (C & A)* attached hereto and incorporated herein as **Exhibit D**. The City of Opa-Locka must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of this Agreement. During the terms of this Agreement, the City of Opa-Locka shall annually execute the most current C & A document and provide the same to SFRTA.

10.04 Compliance with Federal Procurement Requirements. The City of Opa-Locka will comply with all applicable federal law, rule, and guidance relating to procurement including, without limitation, the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 C.F.R. Part 18, and *Third Party Contracting Requirements*, FTA Circular 4220.1F, which document is incorporated by reference into this agreement (see section 2.02 for web link). The City of Opa-Locka also shall comply with the following:

- A. Certification of the City of Opa-Locka Procurement System.** The City of Opa-Locka certifies that its procurement system complies with the standards described in the previous paragraph.
- B. SFRTA Approval of Contracts.** The City of Opa-Locka shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from the SFRTA Project Manager.
- C. Inclusion of Provisions in Lower Tier Contracts.** The City of Opa-Locka agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this agreement including all applicable provisions of this Agreement.
- D. Disadvantaged Business Enterprise Requirements.** The City of Opa-Locka agrees to comply with the requirements of 49 C.F.R. Part 26 and the SFRTA U.S. DOT approved Disadvantaged Business Enterprise (DBE) Requirements, which are attached to and incorporated into this Agreement as **Exhibit E**.

E. Debarment and Suspension. The City of Opa-Locka agrees to comply, and assures the compliance of each City of Opa-Locka lessee, or third party contractor at any tier, with Executive Order Nos. 12549 and 12689, Debarment and Suspension 31 U.S.C. § 6101 note, and U.S. DOT regulations, Government-wide Debarment and Suspension (Nonprocurement), 49 C.F.R. Part 29. The City of Opa-Locka agrees to and assures that its lessees and third party contractors will review the excluded Parties Listing System at <http://epls.gov/> before entering into any third party subagreement, lease or third party contract [U.S. DOT issued a new amendment to these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction]. See, 71 Fed. Reg. 62394, October 25, 2006.

10.05 No Federal Obligation. This grant is financed by federal funds. However, payments to The City of Opa-Locka will be made by SFRTA. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this Agreement. The City of Opa-Locka shall include this clause in any contracts or agreements under this Agreement.

10.06 Special Provisions. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the City of Opa-Locka is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The City of Opa-Locka is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(a) City-owned or City-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

- (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the City of Opa-Locka's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SUBRECIPIENT AGREEMENT BETWEEN THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND THE CITY OF OPA-LOCKA

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This Subrecipient Agreement is effective upon final execution by both parties.

THE CITY OF OPA-LOCKA BOARD OF COUNTY COMMISSIONERS

Date _____

By _____

Approved as to form:

County Attorney

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Date _____

By _____
Chair

Approved as to form:

SFRTA General Counsel

EXHIBITS LIST

Exhibit A	FTA Grant Application - Workslope and Budget
Exhibit B	Expense Reimbursement Form
Exhibit C	DBE Monthly Subcontractor Utilization Report
Exhibit D	Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreement
Exhibit E	The SFRTA USDOT Approved Disadvantaged Business Enterprise Requirements

**EXHIBIT A
WORKSCOPE AND BUDGET**

**Workscope
CITY OF OPA-LOCKA**

Project description: The subrecipient is proposing to implement a new shuttle bus in the City. The shuttle will operate along two routes and will connect the underserved population pockets in the City to the Tri-Rail station, Miami Dade Transit bus stops and service.

**Workscope Budget
City of Opa-Locka**

I. OPERATING PROJECT COST:		\$ 375,800
	<ul style="list-style-type: none"> • New shuttle/community circulator in the City of Opa-Locka (north-route) 	
 II. PARTICIPATION		
Maximum Federal Participation	(50%) or	\$ 187,900
Agency Participation		
In-Kind		
Cash	(50%) or	\$ 187,900
Other		
<hr/>		
TOTAL OPERATING PROJECT COST		\$375,800

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Consent Regular

FUNDING AGREEMENT WITH
CITY OF OPA-LOCKA FOR COMMUNITY
SHUTTLE BUS SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: The Funding Agreement between the SFRTA and the City of Opa-locka for Community Shuttle Bus Transportation Services.

SUMMARY EXPLANATION AND BACKGROUND: This Agreement is between the South Florida Regional Transportation Authority (SFRTA) and the City of Opa-locka (City) for Community Shuttle Bus Service. The proposed Agreement is attached to this report as Exhibit 1. SFRTA has been awarded a Job Access Reverse Commute (JARC) grant from the Federal Transit Administration in the amount of \$371,800 for two years to fund 50% of the cost of the operation of a shuttle bus route in the City. The Preliminary Route Alignment is described in Exhibit 2. The total cost is estimated to be \$743,600. Under the Agreement, the City will provide 25% of two years operating funds for the Shuttle Bus Route as a demonstration project. This amounts to \$92,950 for the first year and \$92,950 for the second year, for a total City contribution of \$185,900. Likewise, SFRTA’s contribution from SFRTA funds is estimated at \$185,900.

SFRTA will provide weekday shuttle bus service along the “South Route” as identified as alternative 3B in the City’s Shuttle Bus Study and as shown in Exhibit 2, attached. The service shall be provided through SFRTA’s existing shuttle bus contractor (Limousines of South Florida), or other contractor of SFRTA’s choosing and shall operate 26 hours of daily service from 6:00 a.m. to 7:00 p.m. Monday through Friday utilizing two buses. The amendment to the Limousines of South Florida agreement shall be addressed separately.

This shuttle bus will provide transit access to SFRTA’s commuter rail station located in Opa-locka and a number of local businesses, including, but not limited to; Miami-Dade College – North Campus, local elementary schools, banks and shopping centers.

(continued on page 2)

Department: Operations
Project Manager: Chad Betts

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in FY 2010/2011 Operating Budget

EXHIBITS ATTACHED: Exhibit 1 – Funding Agreement with City of Opa-locka for Shuttle Bus Services
Exhibit 2 - Preliminary Route Alignment

FUNDING AGREEMENT WITH
CITY OF OPA-LOCKA FOR COMMUNITY
SHUTTLE BUS SERVICES

SUMMARY EXPLANATION AND BACKGROUND: (continued)

In a separate item, the Board is being asked to approve a Sub-Recipient Agreement with the City of Opa-locka to provide JARC funding for the City's proposed "North Route." The City plans to operate the North Route's shuttle bus service.

FUNDING AGREEMENT WITH
CITY OF OPA-LOCKA FOR COMMUNITY
SHUTTLE BUS SERVICES

Recommended by: [Signature] / 1/24/11 Approved by: [Signature] / 1/20/11
Department Director Date Contracts Director Date

Authorized by: [Signature] / 1/20/11 Approved as to Form by: [Signature] / 1-20-11
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No

Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
Gus Pego, P.E. Yes No
F. Martin Perry Yes No

AGREEMENT
Between
CITY OF OPA-LOCKA
And
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
For
THE FUNDING OF SHUTTLE BUS SERVICE (SOUTH ROUTE)

This Agreement (the "Agreement") is being entered into this ___ day of _____, _____, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, (hereinafter referred to as the "SFRTA"), and the CITY OF OPA-LOCKA (hereinafter referred to as "the CITY").

WITNESSETH:

WHEREAS, the **CITY** desires to obtain from **SFRTA** shuttle bus service to connect with SFRTA's Opa-Locka Tri-Rail Station; and

WHEREAS, **SFRTA** has been awarded a Job Access Reverse Commute ("JARC") grant from the Federal Transit Administration ("FTA") for Fiscal Years 2008 and 2009 to fund 50% of the net operating cost of a shuttle bus route in the City of Opa-Locka for two years, which Total Project Cost (net operating cost for two years) is estimated to be \$743,600; and

WHEREAS, the **CITY** has agreed to fund 25% (\$185,900) of the Total Project Cost as its share of the local match required to obtain funding under the JARC program;

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

ARTICLE 1 – SERVICES TO BE PROVIDED

SFRTA shall provide weekday shuttle bus service ("Shuttle Bus Service") along the "South Route" as identified as alternative 3B in the **CITY**'s Shuttle Bus Study and as shown on Exhibit A. The service shall be provided through **SFRTA**'s existing Shuttle Bus contractor, or other contractor of **SFRTA**'s choosing, during the term of the agreement, and shall operate 13 hours per day from 6 a.m. to 7 p.m. Monday through Friday. The contractor will use two buses to provide the service.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for a period of two (2) years commencing on February 14, 2011 and terminating on February 13, 2013. The Agreement may be extended for additional one-year

periods upon agreement of the parties.

ARTICLE 3 – FUNDING

3.1 Local Matching Share. The **CITY** shall pay **SFRTA** for the first year of the Shuttle Bus Service in the amount of \$92,950 as its share of the JARC program’s required 50% local match. The **CITY** shall pay an additional \$92,950 as its share of the JARC program’s required 50% local match to **SFRTA** for the second year of the Shuttle Bus Service. **SFRTA** shall contribute \$92,950 from **SFRTA** funds as its share of the JARC program’s required 50% local match in the first year of the agreement and \$92,950 as its share of the JARC program’s required 50% local match in the second year of the agreement.

3.2 JARC Fund Contribution. **SFRTA** shall contribute JARC funds in the amount of \$185,900 toward the net operating costs of providing the Shuttle Bus Service in the first year of the agreement and JARC Funds in the amount of \$185,900 in the second year of the agreement for a total of \$371,800 in JARC Funds. **SFRTA** shall invoice **CITY** at the end of each monthly service period for 25% of the contractor’s invoice amount. **CITY** shall pay invoices within thirty (30) days of receipt.

3.3 The parties agree to split the cost of shuttle bus branding with each party contributing 50% of the cost subject to Section 4.2 below.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

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

4.2 The **CITY** and **SFRTA** will brand the buses with the logos of the two agencies and other designs to provide a unique appearance for the vehicles. Prior approval from the governing bodies of the **CITY** and **SFRTA** may be required for the designs.

4.3 **SFRTA** shall be the entity responsible for reporting and receiving credit for Shuttle Bus Service operating data to the National Transit Database (“NTD”) for both the South Route and the North Route. The **CITY** shall cooperate with **SFRTA** in providing the required NTD data, including, but not limited to, Passenger Counts, Revenue Hours, Monthly Revenue Miles, Vehicles Operated and Number of Weekdays operated.

ARTICLE 5 - TERMINATION

5.1 If through any cause within the reasonable control of **SFRTA**, **SFRTA** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, the **CITY** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default to avoid termination hereunder. **SFRTA** shall have sixty (60) days to cure said default or such additional

period authorized by the **CITY**. In the event that **SFRTA** shall not have cured said default to the satisfaction of the **CITY** by such deadline, then this Agreement may be terminated by the **CITY** upon notice of termination to **SFRTA**.

5.2 If through any cause within the reasonable control of the **CITY**, the **CITY** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **SFRTA** may thereupon give written notice to the **CITY** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. The **CITY** shall have sixty (60) days to cure or additional period authorized by **SFRTA**. In the event that the **CITY** shall not have cured said default by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to the **CITY**.

5.3 Termination for Convenience. Either party may terminate this Agreement any time by giving forty-five (45) days written notice to the other of its intent to terminate for convenience.

5.4 In the event this Agreement is terminated by either party for convenience, the **CITY** shall reimburse the **SFRTA** within thirty (30) days of termination for services provided, but not invoiced for by **SFRTA**, plus any direct and indirect costs arising out of or related to the termination.

ARTICLE 6 – CHANGES AND MODIFICATIONS

6.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

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

ARTICLE 7 - NOTICES

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

For CITY:

City of Opa-locka
Attn: City Manager
780 Fisherman St.
Opa-Locka, FL 33054

For SFRTA:

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

with a copy to:
City of Opa-locka
Attn: City Attorney
780 Fisherman St.
Opa-Locka, FL 33054

ARTICLE 8 – STATE LAW AND VENUE

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

ARTICLE 9 – FORCE MAJEURE

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

9.2 In the event the performance by the **CITY** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which the **CITY** reasonably determines will interfere with its ability to perform, the **CITY** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 10 – SUCCESSORS AND ASSIGNS

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

ARTICLE 11 – JOINT PREPARATION

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chairperson, duly authorized to execute same, and **CITY OF OPA-LOCKA**, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2011.

ATTEST:

CITY OF OPA-LOCKA

Date: _____

By: _____

Name:

Title: Mayor

City Clerk

Approved as to Form and Legal Sufficiency:

By: _____

City Attorney

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Date: _____

By: _____

Chairperson

Executive Director

(Affirm Corporate Seal)

(Seal)

Approved as to Form and Legal Sufficiency:

By: _____

General Counsel

Approved by City Commission on ___, 2011, Item # _

Exhibit A

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Consent Regular

THIRD AMENDMENT TO AGREEMENT NO. 08-004
FOR THE PROVISION OF OPERATING SERVICES UNDER THE EXISTING
FEEDER BUS CONTRACT WITH LIMOUSINES OF SOUTH FLORIDA

REQUESTED ACTION:

MOTION TO APPROVE: Third Amendment to Agreement No. 08-004 to provide an additional not-to-exceed amount of \$1,937,500 to the existing Limousines of South Florida contract to fund JARC bus demonstration routes and the City of Opa-locka Community Shuttle Bus Service. The proposed Amendment is attached to this report as Exhibit 1.

SUMMARY EXPLANATION AND BACKGROUND:

This action will increase the funding for services from the South Florida Regional Transportation Authority (SFRTA) current Shuttle Bus service provider Limousines of South Florida (LSF) for the performance of the two-year JARC Board-approved shuttle bus demonstration routes identified in the 5 Year Shuttle Bus Financial Service Plan for the total additional not-to-exceed amount of \$1,937,500. (The Board-approved 5 Year Shuttle Bus Financial Service Plan is attached to this report as Exhibit 2). This additional not-to-exceed amount includes the two-year operational SFRTA JARC Federal transit grant funding of \$850,850, and SFRTA general shuttle bus operating funds of \$900,750. The JARC Shuttle Bus Service Characteristics showing the routes, frequencies, etc. is attached to this report as Exhibit 3. Further, this item is contingent upon Board approval of a Funding Agreement with the City of Opa-locka for Shuttle Bus Service for the City's proposed "South Route," which outlines the City's two-year operational cost share commitment to SFRTA of \$185,900.

Department: Operations
Project Manager: Chad Betts

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in FY 2010/2011 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1 – Third Amendment to Agreement No. 08-004
Exhibit 2 – Shuttle Bus Financial Service Plan
Exhibit 3 – JARC Shuttle Bus Service Characteristics

THIRD AMENDMENT TO AGREEMENT NO. 08-004
FOR THE PROVISION OF OPERATING SERVICES UNDER THE EXISTING
FEEDER BUS CONTRACT WITH LIMOUSINES OF SOUTH FLORIDA

Recommended by: [Signature] 1/24/11 Approved by: [Signature] 1/20/11
 Department Director Date Contracts Director Date

Authorized by: [Signature] 1/20/11 Approved as to Form by: [Signature] 1-20-11
 Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
 Commissioner Bruno Barreiro Yes No
 James A. Cummings Yes No
 Marie Horenburger Yes No
 Commissioner Kristin Jacobs Yes No

Felix M. Lasarte Yes No
 George A. Morgan, Jr. Yes No
 Gus Pego, P.E. Yes No
 F. Martin Perry Yes No



THIRD AMENDMENT TO AGREEMENT NO. 08-004

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

LIMOUSINES OF SOUTH FLORIDA, INC.

FOR

OPERATING SERVICES FOR
SFRTA'S SHUTTLE BUS SYSTEM

THIRD AMENDMENT TO AGREEMENT NO. 08-004

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

LIMOUSINES OF SOUTH FLORIDA, INC.

FOR

OPERATING SERVICES FOR SFRTA'S SHUTTLE BUS SYSTEM

This is a Third Amendment to the Agreement for Operating Services for SFRTA's Shuttle Bus System between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter referred to as "**SFRTA**" and **LIMOUSINES OF SOUTH FLORIDA, INC.**, hereinafter referred to as "**CONTRACTOR**".

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

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

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

WHEREAS, **SFRTA** has received funding for Job Access Reverse Commute (JARC) demonstration bus routes. As a result, **SFRTA** now wishes to amend the agreement to increase the total not-to-exceed amount of the Agreement with an additional \$1,937,500.00 for JARC shuttle bus service;

NOW, THEREFORE:

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

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

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of ~~Twenty Million Nine Hundred Seventy Two Thousand Forty-two Dollars (\$20,972,042.00)~~ Twenty Two Million Nine Hundred Nine Thousand Five Hundred Forty-two Dollars (\$22,909,542.00).

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

IN WITNESS WHEREOF, the parties have made and executed this Third Amendment to the Agreement on the respective date under each signature: **LIMOUSINES OF SOUTH FLORIDA, INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same on the ____ day of _____, 2011.

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARREIRO, CHAIR

____ DAY OF _____, 2011

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GENERAL COUNSEL, SFRTA

ATTEST:

LIMOUSINES OF SOUTH FLORIDA, INC.

WITNESS

By _____
PRESIDENT OR VICE PRESIDENT

(Corporate Seal)

____ DAY OF _____, 2011

Exhibit 2
Final Draft for Board Approval August 2010
5-Year Shuttle Bus Operating Budget

Line No.	Source	Fiscal Year					
		2010 Proposed	2011	2012	2013	2014	2015
Revenues							
1	Previous Year Rollforward		\$900,000	\$325,717	\$178,405	\$653,124	\$1,769,171
2	FDOT Feeder Bus Service Grant (no match)	\$3,138,792	\$1,776,044	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
3	FDOT State Block Grant (Requires 50% match)	\$497,000	\$1,359,106	\$1,418,337	\$1,469,872	\$1,469,872	\$1,469,872
4	SFRTA General Funds	\$805,124	\$1,359,106	\$1,418,337	\$1,469,872	\$1,469,872	\$1,469,872
5	Boca Center Shuttle - Developer Contribution	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
6	Opa-Locka North Route ⁴		\$98,612	\$201,577	\$104,611	\$0	\$0
7	City of Boca Raton ² (Pass through to Palm Tran 94)	\$161,000	\$90,000	\$0	\$0	\$0	\$0
8	Opa-Locka (25% City, 25% SFRTA, 50% JARC) ^{3,5}		\$92,950	\$92,950	\$0	\$0	\$0
9	JARC/New Freedom		\$425,425	\$425,425	\$0	\$0	\$0
10	Total Revenues	\$4,735,916	\$6,201,243	\$5,982,343	\$5,322,760	\$5,692,868	\$6,808,915
Expenses (Existing Routes/Payments)							
11	Miami Airport Shuttle (MDT)	\$408,000					
12	Koger Shuttle (MDT)	\$150,000	\$666,666	\$666,666	\$666,666	\$666,666	\$666,666
13	Palm Tran Annual	\$666,000	\$666,666	\$666,666	\$666,666	\$666,666	\$666,666
14	Deerfield Beach Shuttle 1	\$232,440	\$246,596	\$0	\$0	\$0	\$0
15	Deerfield Beach Shuttle 2	\$114,400	\$121,367	\$125,008	\$128,758	\$132,621	\$136,600
16	Pompano Beach Shuttle	\$274,820	\$291,557	\$0	\$0	\$0	\$0
17	Cypress Creek Shuttle 1	\$246,480	\$261,491	\$0	\$0	\$0	\$0
18	Cypress Creek Shuttle 2	\$242,840	\$257,629	\$265,358	\$273,319	\$281,518	\$289,964
19	Cypress Creek Shuttle 3	\$182,000	\$193,084	\$198,876	\$204,843	\$210,988	\$217,318
20	Fort Lauderdale Shuttle – FL 1	\$452,140	\$479,675	\$494,066	\$508,888	\$524,154	\$539,879
21	Fort Lauderdale International Airport Shuttle – FLA 1	\$777,332	\$824,672	\$849,412	\$874,894	\$901,141	\$928,175
22	Fort Lauderdale International Airport Circulator	\$111,320	\$118,099	\$121,642	\$125,292	\$129,050	\$132,922
23	Sheridan Street Shuttle – SS 1	\$114,400	\$121,367	\$0	\$0	\$0	\$0
24	Boca Center Shuttle – BR 1	\$111,320	\$118,099	\$121,642	\$125,292	\$129,050	\$132,922
25	SFEC TMA Payment – Davle Campus Shuttle ¹ (Operated by SFEC)	\$190,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
26	Palm Tran Route 94 ² Payment (Operated by Palm Tran)	\$322,000	\$90,000	\$0	\$0	\$0	\$0
27	Sub-Total	\$4,830,916	\$4,951,967	\$3,604,336	\$3,669,616	\$3,736,855	\$3,806,110
Approved JARC Routes							
29	Opa-Locka South Route/Miami-Dade College ^{3,5}		\$203,233	\$418,660	\$215,610	\$0	\$0
30	Lake Worth - PBCC/School Board (weekdays) Including SFWMD ³		\$139,704	\$248,095	\$107,326	\$0	\$0
31	Ft. Lauderdale - Downtown/Hospital (weekends) ³		\$52,795	\$93,757	\$40,559	\$0	\$0
32	Ft. Lauderdale - Hospital (weekdays) ³		\$117,875	\$209,330	\$90,556	\$0	\$0
33	Sub-Total	\$0	\$513,607	\$969,842	\$454,051	\$0	\$0
Cost Feasible Routes							
35	Hollywood CBD/Casinos/Mall (Weekends) ⁵		\$62,004	\$95,319	\$41,235	\$0	\$0
36	Hollywood CBD/Casinos/Mall (Weekdays) ⁵		\$131,123	\$410,907	\$177,758	\$0	\$0
37	Opa-Locka North Route ⁴		\$98,612	\$201,577	\$104,611	\$0	\$0
38	Sub-Total	\$0	\$291,739	\$707,804	\$323,605	\$0	\$0
Partnerships (Routes not operated by SFRTA)							
40	Downtown Fort Lauderdale TMA NW Community Link ^{2,5}		\$238,426	\$245,579	\$0	\$0	\$0
41	Sub-Total	\$0	\$238,426	\$245,579	\$0	\$0	\$0
Contingency							
43	5%		\$279,787	\$ 276,378	\$ 222,364	\$ 186,843	\$ 190,306
44	Total Expenses	\$4,830,916	\$5,875,526	\$5,803,938	\$4,669,636	\$3,923,697	\$3,996,416
45	Revenue Surplus/Shortfall	(\$95,000)	\$325,717	\$178,405	\$653,124	\$1,769,171	\$2,812,499

Notes:

All new routes are for 2 year demonstration only and will be subject to reevaluation to quantify effectiveness.
 FY 2011 Cost estimates are calculated at a hourly rate of \$58.35 escalated 3% each subsequent year.

1. I-595 express bus service is expected to commence mid/end-2011 and will connect Tri-Rail to the SFEC.
2. No SFRTA funds used to fund PT 94.
3. 50% City/50% SFRTA funding is required beginning FY 2013 to continue service.
4. North Route to be fully funded by City.
5. Continuation of service beyond 2012 is optional.

New route costs factored based on actual months operated during respective fiscal years.

Yellow cells indicate partial fiscal year funding based on months in service for the respective FY.

Red cells indicate discontinuation of funding.

SFRTA New JARC Shuttle Bus Service Characteristics

Exhibit 3

Route	Service Type	Frequency (To match train schedule)	Revenue Hours per Day per Bus	Buses Needed	Revenue Hours per Day	Days in Service per FY 2011	Annual Revenue Hours
PTAC Approved JARC Funded Routes							
Opa-Locka Station - South	All Day Wkday	Every 30 min	13	2	26	258	6,708
*Lake Worth Station - School Board(combine with SFWMD route)	All Day Wkday	Every 30 min	14	1	14	258	3,612
Ft. Lauderdale Station - Downtown	All Day Wkday	Every 60 min	15	1	15	104	1,560
Ft. Lauderdale Station - Hospital	All Day Wkday	Every 30 min	13.5	1	13.5	258	3,483

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Consent Regular

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DORAL AND THE SOUTH
FLORIDA REGIONAL TRANSPORTATION AUTHORITY

REQUESTED ACTION:

MOTION TO APPROVE:

- (1) Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Doral (City) where the SFRTA will be the recipient grantee of funds for the City to provide operating and capital funding for the new Doral Trolley routes; and
- (2) Delegated Authority to the Executive Director to enter into the Grant Agreement with the Federal Transit Administration (FTA) and the Subrecipient Agreement with the City (both as referenced in the Interlocal Agreement)

SUMMARY EXPLANATION AND BACKGROUND:

The City of Doral was selected to receive Federal Transit Administration (FTA) Earmark Funds E2009-BUSP-236 in the amount of \$475,000 for a Transit Circulator Program. As the City is not a designated recipient of Federal funds, it has asked the SFRTA to receive and administer the funds on behalf of the City (via the Grant Agreement with the FTA and the Subrecipient Agreement). Upon award of the grant to SFRTA providing operating and capital funding to the City, the City, as the Subrecipient grantee of the FTA funds, has agreed to enter into a Subrecipient Agreement with SFRTA.

The Interlocal Agreement also includes a provision for payment of an administration fee to the SFRTA of up to 10% of the award, or \$47,500.

Department: Finance and IT
Project Manager: Carla D. McKeever

Finance & IT Director: Edward T. Woods
Procurement Director: Christopher Bross

FISCAL IMPACT: \$47,500 will be applied to the FY 2011-2012 Budget

EXHIBITS ATTACHED: Exhibit 1 – City of Doral
Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DORAL AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Recommended by: E. Woods 1-20-11
Department Director Date

Approved by: [Signature] 1/20/11
Contracts Director Date

Authorized by: [Signature] 1/20/11
Executive Director Date

Approved as to Form by: [Signature] 1-20-11
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
 Commissioner Bruno A. Barreiro Yes No
 James A. Cummings Yes No
 Marie Horenburger Yes No
 Commissioner Kristin Jacobs Yes No

Felix M. Lasarte, Esq. Yes No
 George A. Morgan, Jr. Yes No
 Gus Pego, P.E. Yes No
 F. Martin Perry Yes No

INTERLOCAL AGREEMENT
Between
THE CITY OF DORAL
And
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
For
RECIPIENT GRANTEE OF FUNDS
FROM THE FEDERAL TRANSIT ADMINISTRATION

This Interlocal Agreement (the "Agreement") is being entered into this ___ day of _____, 2010, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33rd St, Suite 100, Pompano Beach, Florida 33064 (hereinafter referred to as the "SFRTA"), and the CITY OF DORAL (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the **CITY** desires that **SFRTA** enter into a Grant Agreement with the Federal Transit Administration (FTA) to be the recipient grantee of funds for the **CITY** to provide capital funding for Capital and Operating Costs of a new transit route; and

WHEREAS, **SFRTA**, as a recipient grantee of FTA funds for the **CITY**, will enter into a Grant Agreement with FTA and execute the Grant Agreement, and

WHEREAS, the **CITY** recognizes that **SFRTA** will have administrative responsibilities as a recipient grantee of FTA funds for the **CITY** and the **CITY** agrees to provide **SFRTA** with an administrative fee not to exceed ten percent (10%) of the total amount of the award(s); and

WHEREAS, upon the award of a grant to **SFRTA** providing for Capital and Operating Costs of the new transit route, the **CITY**, as the subrecipient grantee of said FTA funds, agrees to enter into a Subrecipient Agreement with **SFRTA** and execute said Subrecipient Agreement, which provides for the flow down of Federal grant requirements to the **CITY**;

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

ARTICLE 1 – SERVICES TO BE PROVIDED

1.1 The following services shall be performed by **SFRTA**. **SFRTA**, as a recipient grantee of FTA funds for the **CITY**, will enter into a Grant Agreement with FTA and provide oversight, grant administration, planning and technical assistance to the **CITY**.

1.2 The following services shall be performed by **CITY**. **CITY**, in a timely manner, shall provide **SFRTA** with all information necessary to complete a grant application to the FTA for **CITY**'s new transit route Capital and Operating Costs. Upon the request of **SFRTA**, the **CITY** shall enter into a Subrecipient Agreement with **SFRTA** substantially in the form attached hereto as Exhibit A (the "Subrecipient Agreement"), execute said Subrecipient Agreement, and provide all necessary documentation to **SFRTA** for the expenditure(s) of the grant funds. The **CITY** agrees all expenditure(s) of said funds shall meet the requirements of the terms and conditions of the Subrecipient Agreement.

1.3 The **SFRTA** agrees it will forward the grant funds to the **CITY** in accordance with the provisions of the Subrecipient Agreement, less the administrative fee in Article 3.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for a period of one (1) year commencing on the date **SFRTA** executes the Grant Agreement.

ARTICLE 3 – COMPENSATION

3.1 **SFRTA** shall receive an administrative payment of ten percent (10%) of the total amount of the FTA award(s), which is \$475,000. The **CITY** shall provide the required twenty percent (20%) in matching funds.

3.2 **SFRTA** shall deduct the administrative payment(s) from the total amount of the FTA award(s) at the time of the award and prior to **SFRTA** forwarding the award(s) to the **CITY**.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

The **CITY**'s Project Manager for this Agreement shall be the Public Works Director for the **CITY** or a designee. **SFRTA**'s Project Manager shall be Director of Operations for **SFRTA** or other authorized representative.

ARTICLE 5 - TERMINATION

5.1 This Agreement may be terminated by either party upon thirty (30) days written notice up to the date that the Subrecipient Agreement is executed by the parties after which the provisions of 5.2 and 5.3 below shall apply.

5.2 Upon execution of the Subrecipient Agreement, the termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreement, 49 CFR Part 18*

5.3 Termination of this Agreement does not alter **SFRTA** authority to disallow costs and recover grant funds on the basis of a later audit or other review, and does not alter the **CITY**'s obligation to return any funds to **SFRTA** as a result of later refunds, corrections, or other

transactions.

ARTICLE 6 – CHANGES AND MODIFICATIONS

6.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

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

ARTICLE 7 - NOTICES

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

For CITY:

Yvonne Soler-McKinley
City Manager
City of Doral
8300 NW 53rd Street,
Suite 100
Doral, FL 33166

with a copy to:

Eric Carpenter, P.E.
Public Works Director
City of Doral
8300 NW 53rd Street,
Suite 200
Doral, FL 33166

For SFRTA:

Carla D. McKeever
Grants Administrator
South Florida Regional Transportation Authority
800 N.W. 33rd Street
Pompano Beach, FL 33064

ARTICLE 8 – STATE LAW AND VENUE

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

ARTICLE 9 – FORCE MAJEURE

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

9.2 In the event the performance by the **CITY** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which the **CITY** reasonably determines will interfere with its ability to perform, the **CITY** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 10 – SUCCESSORS AND ASSIGNS

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

ARTICLE 11 – JOINT PREPARATION

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, duly authorized to execute same, and the **CITY OF DORAL** signing by and through its City Manager, authorized to execute same by Council action on the _____ day of _____, 201_.

ATTEST:

Barbara Hewitt
City Clerk

CITY OF DORAL

Date: 12/14/10

By: Yvonne M. Kraly
Name:

Title: City Manager

Approved as to Form and Legal Sufficiency:

By: [Signature]
City Attorney

ATTEST:

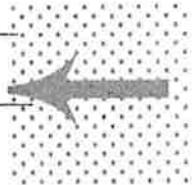
Executive Director

(Affirm Corporate Seal)

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Date: _____

By: _____
Chair



(Seal)

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel

AGREEMENT BETWEEN**THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY****AND****THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY****RELOCATION OF SFRTA'S MIAMI AIRPORT STATION**

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2011, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida ("SFRTA" or "Tri-Rail") and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("FDOT").

RECITALS

WHEREAS, FDOT is an agency of the State that provides a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities; and

WHEREAS, SFRTA is an agency of the State, formerly named the Tri-County Commuter Rail Authority, created with the right to own, operate, maintain, and manage a commuter rail system. SFRTA currently provides Commuter Rail Service within its Service Area; and

WHEREAS, SFRTA purchased land and constructed its current station at Miami International Airport (Current MAS) using approximately 80% funding from the federal government and 20% funding from the State, which it operates to serve an important public function of providing an intermodal connection between the Miami International Airport and SFRTA's Commuter Rail Services; and

WHEREAS, FDOT, together with other federal, state and local agencies, has established a framework for the development of the Miami Intermodal Center ("MIC") which will serve an important public purpose by integrating a variety of transportation modes adjacent to the Miami International Airport, including buses, taxis, trains, rental cars, private vehicles and pedestrians; and

WHEREAS, under the Operating and Management Agreement, Phase A ("OMAPA"), by and between the State of Florida Department of Transportation and CSX Transportation, Inc., dated May 11, 1988, as amended from time to time, SFRTA, as FDOT's designee under that Joint Participation Agreement between the parties dated June 23, 2006, designated as Contract No. AOH38, for Financial Project No. 23681618401, as amended and/or modified from time to time, and which has been extended while the parties negotiate the terms and conditions of a new Operating Agreement for SFRTA's continued operations on the South Florida Rail Corridor (the

35 agreements will collectively be referred to herein as the “Corridor Agreements,”) has the right to
36 operate its Commuter Rail Service over the State Property as the State Property is defined in
37 OMAPA, subject to those limitations provided in the Corridor Agreements, and in accordance
38 with the operating rules in effect on the South Florida Rail Corridor; and

39 WHEREAS, FDOT is in the process of commencing the construction of the Central Station, a
40 facility located within the MIC which is designed to accommodate various transportation
41 connections, including, but not limited to, commuter and intercity passenger rail and buses; and

42 WHEREAS, the Central Station will include the construction of new rail platforms and tracks,
43 and it is more practical and cost effective to shut down all rail operations during the project’s
44 duration; and

45 WHEREAS, FDOT and SFRTA have agreed that SFRTA shall temporarily relocate from the
46 Current MAS to SFRTA’s Hialeah Market Station for approximately two (2) years before
47 moving to the Central Station; and

48 WHEREAS, FDOT has agreed to pay certain SFRTA costs and expenses associated with such
49 relocation; and

50 WHEREAS, the parties agree that the temporary relocation of the Current MAS to the Hialeah
51 Market Station is of great public benefit due to the savings in both time and money; and

52 WHEREAS, upon completion of FDOT’s construction of the Central Station, the parties agree
53 that the public shall be benefited by SFRTA operating its Commuter Rail Service, pursuant to the
54 terms below, out of the Central Station; and

55 WHEREAS, this Agreement is to provide the terms and conditions under which SFRTA will
56 relocate its Commuter Rail Service to the SFRTA Hialeah Market Station during construction of
57 the Central Station and to provide assurances to SFRTA that it shall operate its Commuter Rail
58 Service out of the Central Station upon completion of construction of the Central Station
59 pursuant to the terms below;

60 NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good
61 and valuable consideration, the payment, receipt and adequacy of which are hereby
62 acknowledged, the parties agree as follows:

63 **TERMS**

64 1. **Recitals and Exhibits.** The Recitals and Exhibits are incorporated into this Agreement
65 and made a part hereof.

66 2. **Definitions.** The following terms shall be defined for the purposes of this Agreement as
67 hereinafter set forth:

68

69 A. Central Station - the facility within the Miami Intermodal Center (“MIC”) designed to
70 accommodate various transportation connections, including commuter rail service, as shown in
71 Exhibit A. The term “Central Station” refers in general to the entire facility shown on Exhibit A.
72 The Central Station will include the southern part of the South Florida Rail Corridor (defined
73 more specifically below and referred to in this Agreement as “the Corridor”) and will also
74 include other transportation facilities that will not be within the Corridor boundaries, such as a
75 pedestrian concourse, bus stations, Metro Rail station, and parking.

76 B. Commuter Rail System - a commuter rail system operated by SFRTA within Miami-
77 Dade, Broward and Palm Beach counties (“Service Area”), and as further defined by Section
78 343.52, Florida Statutes.

79 C. Commuter Rail Service - the commuter rail service provided by SFRTA’s operation of
80 the Commuter Rail System (including but not limited to commuter rail and bus service).

81 D. The Corridor - the State Property as defined in the Contract for Installment Sale and
82 Purchase between the State of Florida Department of Transportation and CSX Transportation,
83 Inc., dated May 11, 1988, as it may be amended from time to time, including the Operating and
84 Management Agreement - Phase A and the Operating and Management Agreement - Phase B.

85 E. Corridor Agreements – the Operating and Management Agreement – Phase A or Phase B,
86 and the South Florida Operating and Management Agreement (“SFOMA”) in the event it is
87 approved by SFRTA, whichever is in effect; and the Joint Participation Agreement (“JPA”),
88 dated June 23, 2006, as further amended and/or modified from time to time and which is
89 currently extended while the parties negotiate the terms and conditions of a new Operating
90 Agreement for SFRTA’s continued operations on the South Florida Rail Corridor, as well as any
91 subsequent new Operating Agreement as may be entered into by the parties.

92 F. Current Miami Airport Station (“Current MAS”) - the current SFRTA station for
93 Commuter Rail Service located near Miami International Airport, shown more particularly in
94 Exhibit B.

95 G. Miami Intermodal Center (“MIC”) – a regional multimodal transportation hub located in
96 an area east of Miami International Airport, which includes the Central Station.

97 H. New Miami Airport Station (“New MAS”) – the area within the Central Station, shown
98 more particularly in Exhibit A, which will be occupied by SFRTA. In this Agreement, the term
99 “New MAS” is intended to describe SFRTA’s future Miami Airport Station at the MIC. The
100 parties intend for SFRTA to occupy the Corridor pursuant to Corridor Agreements, and it will
101 occupy the common and exclusive areas outside of the Corridor within the Central Station
102 pursuant to other agreements discussed further below. SFRTA’s occupancy and use of its
103 exclusive interim parking area (designated as “interim Tri Rail parking” on Exhibit A) will be
104 governed by the JPA or new executed Operating Agreement, consistent with the parties’
105 practices throughout the Corridor.

106 I. SFRTA Property - Parcels 103, 104 and 115 as shown on Exhibit C.

107 J. SFRTA-owned Property - Parcels 103 and 104, also as shown on Exhibit C.

108 **3. Temporary Relocation.** Subject to all necessary approvals being obtained by FDOT,
109 including but not limited to, CSX Transportation, Inc.'s approval of SFRTA's plans to address
110 its operations (including maintaining its on-time performance) in the vicinity of the Hialeah
111 Market Station by SFRTA during the temporary relocation described herein, and for purposes of
112 allowing FDOT to proceed with the construction of the Central Station, SFRTA shall temporarily
113 suspend its service to the Current MAS, and temporarily relocate to the southern point of
114 terminus for Commuter Rail Service to the SFRTA Hialeah Market Station. Said construction
115 of the Central Station shall include at a minimum, but is not limited to, the construction of two
116 (2) platforms and four (4) tracks for Commuter Rail Service and Intercity Passenger Rail
117 Service, and the other facilities in substantial compliance with the current plans developed by
118 FDOT and as shown on the sketch attached as Exhibit A.

119 SFRTA had previously obtained Federal Transit Administration ("FTA") approval for a
120 different relocation plan associated with the MIC, the Current MAS and New MAS. As a result,
121 a new FTA approval may be required for the amended relocation plan described in this
122 Agreement. SFRTA agrees that, if it is required, SFRTA will be responsible for obtaining said
123 approval from FTA as expeditiously as possible.

124 FDOT agrees that it shall be responsible for the following costs and expenses associated with
125 temporarily relocating the Commuter Rail Service's Miami terminus from the Current MAS to
126 the Hialeah Market Station: (1) additional costs for shuttle bus services (currently estimated at
127 approximately \$108,000 for two years), that will be funded through a Public Transportation Joint
128 Participation Agreement between FDOT and Miami-Dade Transit; (2) temporary trailers,
129 additional canopies, additional lighting, additional striping and other miscellaneous items at the
130 Hialeah Market Station for SFRTA's sole use (currently estimated at approximately \$400,000).
131 These materials and services are being procured by FDOT through Turner Construction; (3) 24-
132 hour armed security service (currently estimated at approximately \$475,000 for two years), to be
133 procured by SFRTA; and (4) reasonable costs incurred by SFRTA associated with printing
134 revised train schedules and informing the public, through advertising and other printed material,
135 about the temporary closing of the Current MAS and the new shuttle bus service between the
136 Hialeah Market Station and Miami International Airport (currently estimated at approximately
137 \$118,000 for two years). FDOT agrees to continue to pay for the above referenced costs and
138 expenses for as long as SFRTA is temporarily located at the Hialeah Market Station.

139 SFRTA agrees to complete its relocation out of the Current MAS, and suspend all operations
140 therein, by no later than March 1, 2011 . SFRTA will not be expected to relocate out of the
141 Current MAS until those accommodations to be provided directly by FDOT (items 1-3 listed in
142 the paragraph above), are in place and operational. SFRTA will be responsible for the timely
143 provision of items 4 and 5 (security service and public information), which will be reimbursed by

144 FDOT. In the event that any of the accommodations to be provided directly by FDOT are not
145 ready and operational by March 1, 2011, SFRTA shall relocate as soon as practicable after the
146 accommodations are provided, and shall take all steps necessary to move to the Hialeah Market
147 Station as expeditiously as possible.

148 **4. Relocation to Central Station.** The Central Station is depicted in Exhibit A. The
149 Central Station shall include, but shall not be limited to, a pedestrian concourse, two (2) regional
150 commuter and intercity rail platforms and associated buildings, a bus terminal and a ground
151 transportation center. Upon completion of the construction of the Central Station, and once the
152 regional commuter and intercity rail platforms and tracks become operational, the parties agree
153 that SFRTA shall be entitled to relocate and resume its Commuter Rail Service out of the New
154 MAS, which shall be located within the Central Station, subject at all times to the terms of the
155 Corridor Agreements.

156 FDOT agrees to make all good faith efforts to permit SFRTA to resume its Commuter Rail
157 Service out of the New MAS approximately two (2) years following the date on which SFRTA
158 relocated to its Hialeah Market Station), but no later than one (1) month following the date on
159 which the regional commuter and intercity rail platforms and tracks become operational at the
160 Central Station ("Relocation Date"). SFRTA hereby acknowledges that the two (2) year period
161 is an estimate based on current project schedules and that there may be unforeseeable
162 circumstances which may adversely affect the time periods set forth in this paragraph.

163 Currently, the Corridor Agreements and Laws of Florida 2009-271 (the "Law") govern all terms
164 and conditions (including, but not limited to, operations and maintenance costs) of SFRTA's use
165 and/or occupancy of the existing South Florida Rail Corridor. The parties acknowledge that the
166 boundaries of the existing South Florida Rail Corridor will be modified to include the rail
167 facilities to be constructed at the Central Station, subject to all necessary approvals, including
168 CSX's. The proposed, future Corridor boundaries (within the Central Station) are depicted in
169 Exhibit A. The parties agree that the Corridor Agreements and the Law will continue to govern
170 SFRTA's use and/or occupancy of all lands, improvements, and facilities that will be located
171 within the boundaries of the expanded South Florida Rail Corridor. In addition, the parties agree
172 that terms of SFRTA's use of the exclusive interim Tri Rail parking area shown on Exhibit A
173 will be governed by the Corridor Agreements between SFRTA and FDOT and the Law. Nothing
174 in this Agreement shall modify the Corridor Agreements.

175 The terms and conditions governing SFRTA's use and/or occupancy of the common area
176 facilities within the Central Station (to the extent that such facilities are not addressed by the
177 Corridor Agreements), including but not limited to SFRTA's operation and maintenance costs
178 (SFRTA's "O/M Costs") for SFRTA to operate out of the Central Station, shall be determined by
179 separate agreement (hereinafter referred to as "common area O/M agreement"). The parties agree
180 to negotiate that separate common area O/M agreement in good faith.

181 FDOT acknowledges that SFRTA is currently operating its Commuter Rail Service at the
182 Current MAS pursuant to the Corridor Agreements and the Law. In order to preserve the status
183 quo, FDOT agrees not to make execution of such separate common area O/M agreement a
184 condition precedent to allowing SFRTA to return to the New MAS area after construction of the
185 Central Station. FDOT agrees to permit SFRTA to operate and maintain its exclusive areas
186 within the Central Station utilizing SFRTA's own forces, employees, consultants and/or
187 contractors, which exclusive areas are depicted in Exhibit A attached hereto and incorporated
188 herein, subject to operation and maintenance standards currently in effect or to be set by future
189 agreement between the parties.

190 FDOT also agrees that execution of the new Operating Agreement shall not be a condition of
191 SFRTA's relocation to the Central Station. It is understood, however, that SFRTA's occupancy
192 of the Central Station is intended to be in conjunction with SFRTA's Commuter Rail Service on
193 the South Florida Rail Corridor. Therefore, even if the new Operating Agreement is not
194 executed by the Relocation Date, some form of contractual agreement must be in place granting
195 SFRTA the right to occupy and operate on the Corridor before SFRTA can occupy any part of
196 the Central Station. The parties agree that such agreement could be the JPA currently in effect,
197 or any such other agreement serving the same purpose.

198 The parties do not, however, waive any other respective rights or remedies pursuant to
199 agreements or law, related to SFRTA's use of and occupancy in the Corridor and/or the New
200 MAS.

201

202 **5. Operations and Maintenance Agreement.**

203 It is understood and agreed by the parties that this Agreement does not confer any property rights
204 to SFRTA within the Central Station, nor does it address terms and conditions governing
205 SFRTA's use and occupancy of the Central Station which the parties agree shall be the subject of
206 a common area O/M agreement.

207 It is understood and agreed by the parties that SFRTA will contribute its equitable pro rata share
208 to operation and maintenance costs of the Central Station common areas as shown in Exhibit A,
209 and that SFRTA will pay to occupy its exclusive areas within Central Station. FDOT intends for
210 the Central Station to be occupied by four tenants, including SFRTA. FDOT has not executed
211 agreements with any of the tenants, including SFRTA, associated with the terms of the use and
212 occupancy of the Central Station. FDOT intends to work out agreements with all the tenants
213 related to the terms, including cost of common area operations and maintenance, but the specific
214 methodology has not been developed, and the exact costs cannot be known at this time. FDOT
215 agrees that under no circumstances will SFRTA be required to bear more than its proportionate
216 share of the Central Station common area operations and maintenance costs. Moreover,
217 SFRTA's equitable pro rata share will be negotiated. In the event the parties are unable to agree
218 on the terms and conditions of the common area O/M agreement by the Relocation Date, either
219 party may submit the dispute to mediation. The parties shall agree upon a disinterested mediator

220 experienced in railroad operations and if such mediation fails to resolve the issues, either party
221 may seek legal resolution to SFRTA's contribution towards occupancy at the New MAS. FDOT
222 agrees that SFRTA's relocation to the Central Station will not be subject to the occurrence of
223 such mediation. SFRTA agrees that if the terms of its occupancy at the Central Station are not
224 established by agreement by the Relocation Date, it will cooperate in good faith to resolve such
225 terms and it will participate in mediation, if necessary, in order to resolve such terms.

226

227 FDOT agrees to consider any estimate provided by SFRTA or by SFRTA's current station
228 maintenance contractor in determining SFRTA's O/M Costs for the common areas. FDOT will
229 be utilizing other data and information in determining the O/M costs for the common areas, and
230 shall not be obligated to rely exclusively upon or utilize any such estimates by SFRTA or
231 SFRTA's maintenance contractor. FDOT agrees to permit SFRTA to operate and maintain its
232 exclusive areas within the Central Station, which exclusive areas are depicted in Exhibit A
233 attached hereto and incorporated herein.

234

235 **6. Purchase and Sale of the SFRTA-owned Property.** The parties agree that FDOT shall
236 purchase the SFRTA-owned Property at a fair market value agreed upon by both parties and that
237 the purchase and sale of the SFRTA-owned Property shall occur as soon as possible after the
238 parties have reached agreement on the fair market value purchase price. The parties hereby
239 acknowledge that FDOT is currently occupying the SFRTA-owned Property (that is not
240 necessary for the operation of the Current MAS) with SFRTA's permission through that certain
241 Consent to Use Agreement between the Tri-County Commuter Rail Authority a/k/a SFRTA and
242 FDOT dated March 23, 2001, as amended, which has allowed FDOT to construct and maintain
243 permanent building improvements and transportation facilities on the SFRTA-owned Property,
244 and that such permission shall continue until the contemplated sale and purchase occurs. In the
245 event the parties cannot negotiate a settlement by July 1, either party may submit the dispute to
246 mediation. The parties shall agree upon a disinterested mediator experienced in real property
247 and if such mediation fails to resolve the issues, either party may seek legal resolution of the fair
248 market value of such property.

249

250 **7. Insurance and Tort Liability.** SFRTA shall continue to maintain all insurance coverage
251 in force as of the date hereof, with respect to SFRTA's continuing operation in the South Florida
252 Rail Corridor. The parties agree to continue to be bound by the current arrangement between the
253 parties regarding insurance and tort liabilities, with respect to the South Florida Rail Corridor, as
254 the same is set forth in the Corridor Agreements. This provision shall apply as long as SFRTA is
255 operating within the South Florida Rail Corridor, and as said corridor may be modified from time
256 to time. The parties agree that the current insurance and tort liability arrangement as applicable
257 to the existing Corridor shall extend to the Central Station South Florida Rail Corridor expansion
258 as of the date on which SFRTA relocates to the New MAS, and shall also extend to the SFRTA
259 exclusive interim Tri-Rail parking area shown on Exhibit A.

260 8. **Default.**

261 a. Default. If a party fails to perform any of the terms, conditions, covenants or provisions
262 of this Agreement, in addition to any other remedies available at law or equity, the non-
263 breaching party shall have the right to seek specific performance of such party's obligations
264 hereunder, without thereby waiving any action for damages resulting from such breach.

265 b. Default Notice. Each party shall, prior to exercising any remedy for a default hereunder,
266 give the defaulting party advance written notice of the acts or omissions alleged to have
267 constituted a default. The party receiving such default notice shall have a period often (10) days
268 after receipt of such notice to cure the default, if any. If it is not cured within such period, then
269 the parties may exercise any remedies at law or in equity to the extent applicable to the subject
270 act or omission, provided, however, that if the defaulting party is taking diligent steps to remedy
271 the default, then such 10-day period shall be extended to such reasonable time to cure said
272 default.

273 9. **Miscellaneous**

274 a. **Time.** Time is of the essence with regard to every term, condition and provision set forth
275 in this Agreement. Time periods shall be calculated in calendar days unless otherwise specified.
276 Time periods herein of less than six (6) days shall exclude Saturdays, Sundays and state or
277 national legal holidays, and any time period provided for herein which shall end on Saturday,
278 Sunday or a legal holiday shall be extended to 5:00 p.m. of the next business day.

279 b. **Notices.** Any notice, request, demand, instruction, or other communications to be given
280 to the parties hereunder shall be in writing and shall be deemed to be delivered upon the earlier
281 to occur of (i) actual receipt if delivered by hand or by commercial courier to the address
282 indicated or if faxed with confirmation of receipt, or (ii) the first attempted delivery by registered
283 or certified United States Parcel Service mail, Federal Express or other overnight carrier, return
284 receipt requested, postage prepaid, addressed as follows:

285 If to FDOT: Florida Department of Transportation
286 1000 N.W. 111th Avenue, Room 6207
287 Miami, Florida 33172-5800
288 Attention: MIC Program Manager
289

290 With copies to: Florida Department of Transportation
291 1000 N.W. 111th Avenue, Room 6207
292 Miami, Florida 33172-5800
293 Attention: District Secretary
294

295 and: Florida Department of Transportation
296 1000 N.W. 111th Avenue, Room 6207
297 Miami, Florida 33172-5800
298 Attention: Chief Counsel

299
300 and: Florida Department of Transportation
301 3400 West Commercial Blvd.
302 Ft. Lauderdale, FL 33309-3421
303 Attention: Director of Transportation Development
304
305 and: Florida Department of Transportation
306 3400 West Commercial Blvd.
307 Ft. Lauderdale, FL 33309-3421
308 Attention: Chief Counsel
309
310 If to SFRTA: South Florida Regional Transportation Authority
311 800 N.W. 33rd Street, Suite 100
312 Pompano, Florida 33064
313 Attention: Joseph Giuliatti, Executive Director
314
315 With a copy to: South Florida Regional Transportation Authority
316 800 N.W. 33rd Street, Suite 100
317 Pompano, Florida 33064
318 Attention: Teresa J. Moore, Esq.
319

320 The addresses for the purpose of this Section may be changed by a party giving written notice of
321 such change to the other party in the manner provided herein.

322 c. **Entire Understanding and Modification.** This Agreement constitutes the entire
323 understanding between the parties relating to the subject matter hereof. This Agreement
324 supersedes all prior negotiations, agreements and understandings relating to the subject matter
325 hereof, to the extent that each prior agreement may be amended or modified as provided for
326 herein. This Agreement cannot be amended, modified or altered except by an agreement in
327 writing that is executed by all parties.

328 d. **Binding Effect.** This Agreement shall be binding upon and shall insure to the benefit of
329 the parties hereto, and their respective successors, permitted assigns, heirs and legal
330 representatives.

331 e. **Headings.** Section headings are for convenience of reference only and shall in no way
332 effect the interpretation of this Agreement.

333 f. **Governing Law.** The substantive laws of the State of Florida, and the laws and title
334 standards of the United States of America, shall govern the validity, construction, performance,
335 enforcement and interpretation of this Agreement. Venue shall be located in Miami-Dade
336 County.

337 g. **Full Execution.** This Agreement shall be deemed fully executed and binding upon each
338 party when both parties hereto have executed this Agreement as set forth below and are in
339 possession of the original, a photocopy or faxed copy of the fully executed Agreement.

340 h. **Severability.** If any provision of this Agreement or any other agreement entered into
341 pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or
342 regulation, such provision shall be inapplicable and deemed omitted to the extent as contrary,
343 prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given
344 full force and effect so far as possible. If any provisions of this Agreement may be construed in
345 two or more ways, one of which would render the provision invalid or otherwise voidable or
346 unenforceable and another of which would render the provision valid and enforceable, such
347 provision shall have the meaning, which renders it valid and enforceable.

348 i. **Third Parties.** Unless expressly stated herein to the contrary nothing in the Agreement,
349 whether express or implied, is intended to confer any rights or remedies under or by reason of the
350 Agreement on any person other than the parties hereto and their respective legal representatives,
351 successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge
352 the obligation or liability of any third persons to any party to this Agreement, nor shall any
353 provision give any persons any right of subrogation or action over or against any party to this
354 Agreement.

355 j. **Counterparts.** This Agreement may be executed in one or more counterparts, each of
356 which shall be deemed an original, but all of which together shall constitute one and the same
357 instrument. A photocopy or facsimile copy of this Agreement and any signatory hereon shall be
358 considered for all purposes as an original.

359 k. **No Waiver.** Failure of a party to insist upon strict performance of any covenant or
360 condition of this Agreement, or to exercise any right herein contained, shall not be construed as a
361 waiver or relinquishment for the future enforcement of any such covenant, condition or right; but
362 the same shall remain in full force and effect.

363 l. **Construction.** The parties acknowledge that they have had equal bargaining strength,
364 and that any rule of construction to the effect that ambiguities are to be resolved against one
365 party or the other shall not apply in the interpretation of this Agreement.

366 m. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of either party's
367 sovereign immunity or a waiver by either party of the benefits of Section 768.28, Florida
368 Statutes, or any similar provision of law.

369 n. **Expenditures by FDOT.** FDOT, during any fiscal year, shall not expend money, incur
370 any liability, or enter into any contract which, by its terms involves the expenditure of money in
371 excess of the amounts budgeted as available for expenditure during such fiscal year. Any
372 contract, verbal or written, made in violation of this subsection is null and void, and no money
373 may be paid on such contract. FDOT shall require a statement from the comptroller of the FDOT
374 that funds are available prior to entering into any such contract or other binding commitment of
375 funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one
376 (1) year, but any contract so made shall be executory only for the value of the services to be
377 rendered or agreed to be paid for in succeeding fiscal years. FDOT agrees, that for any

378 provisions herein requiring approval of the Legislature, FDOT shall annually place the necessary
379 amounts in its proposed budget/tentative work program to be approved by the Legislature.

380 o. **Expenditures by SFRTA.** SFRTA, during any fiscal year, shall not expend money, incur
381 any liability, or enter into any contract which, by its terms involves the expenditure of money in
382 excess of the amounts budgeted as available for expenditure during such fiscal year. Any
383 contract, verbal or written, made in violation of this subsection is null and void, and no money
384 may be paid on such contract. SFRTA shall require a statement from the SFRTA director of
385 finance that funds are available prior to entering into any such contract or other binding
386 commitment of funds. Nothing herein contained shall prevent the making of contracts for periods
387 exceeding one (1) year, but any contract so made shall be executory only for the value of the
388 services to be rendered or agreed to be paid for in succeeding fiscal years.

389 p. **Exhibits.** All exhibits to this Agreement are attached hereto and incorporated herein.

390 IN WITNESS WHEREOF the parties have attached their hands and seals this ____ day
391 of _____, 2011.

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION, an Agency of the
State of Florida

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, an Agency of
the State of Florida

By: _____
District Secretary District Six
Florida Department of Transportation

By: _____
Chair, South Florida Regional Transportation
Authority

Legal Review:

Attest:

FDOT Assistant General Counsel

Joseph Giulietti, Executive Director

Approved as to Form and Legal Sufficiency:

Teresa J. Moore, General Counsel

392

393

394

Exhibit A

395

Central Station and New MAS

396

397

Exhibit B

398

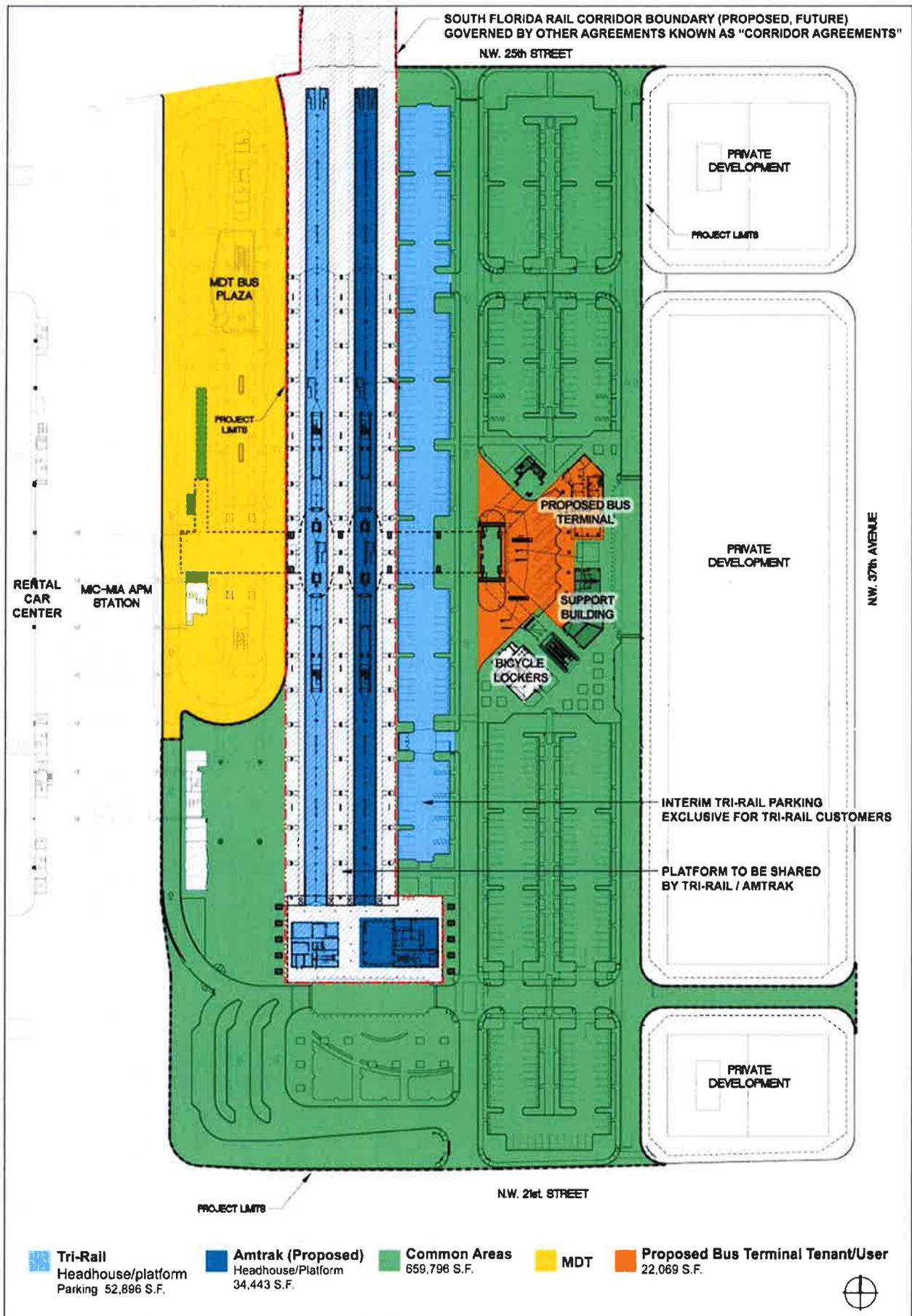
Current MAS

399

400
401
402
403
404

Exhibit C

SFRTA Property and SFRTA-owned Property



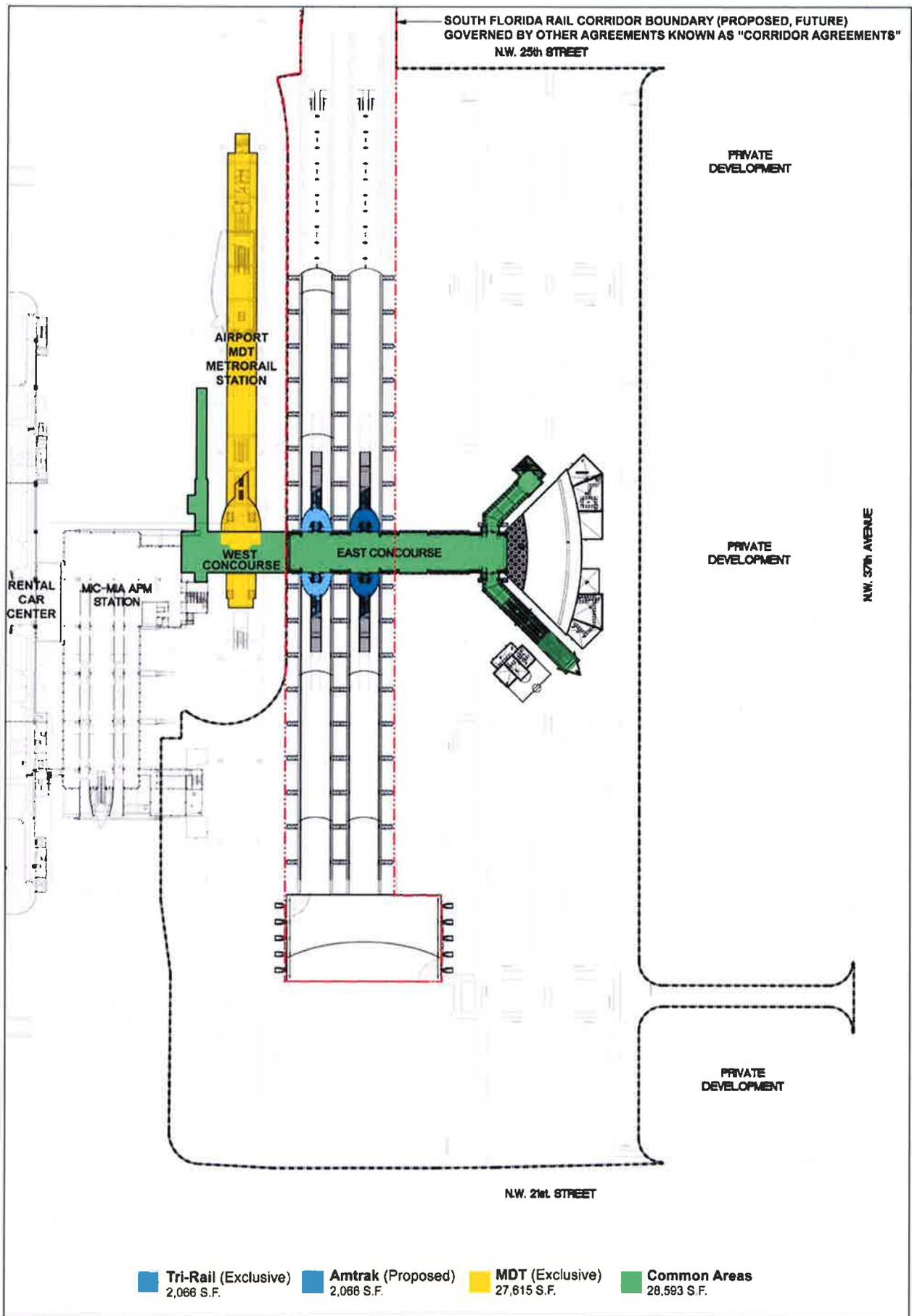
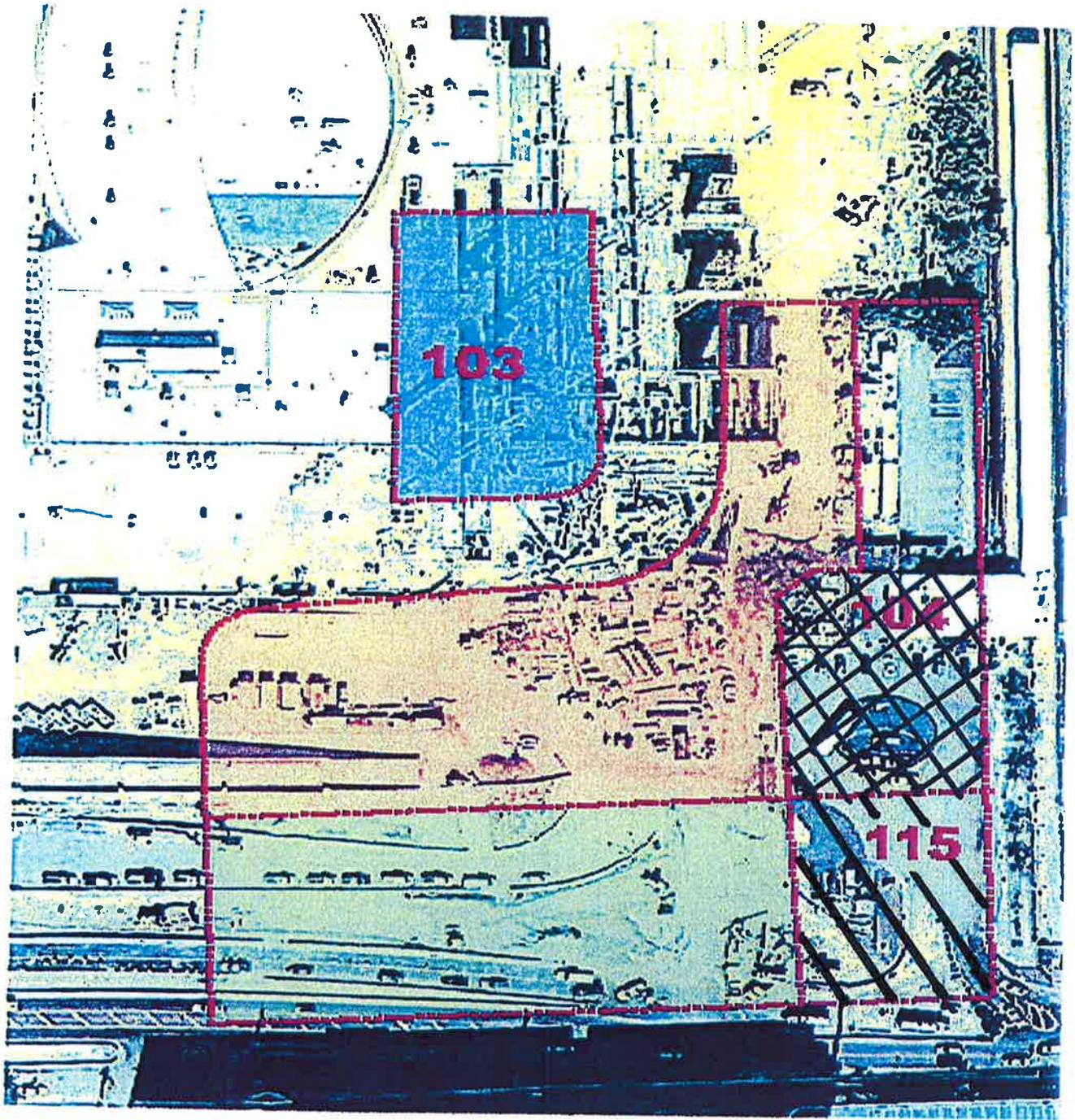
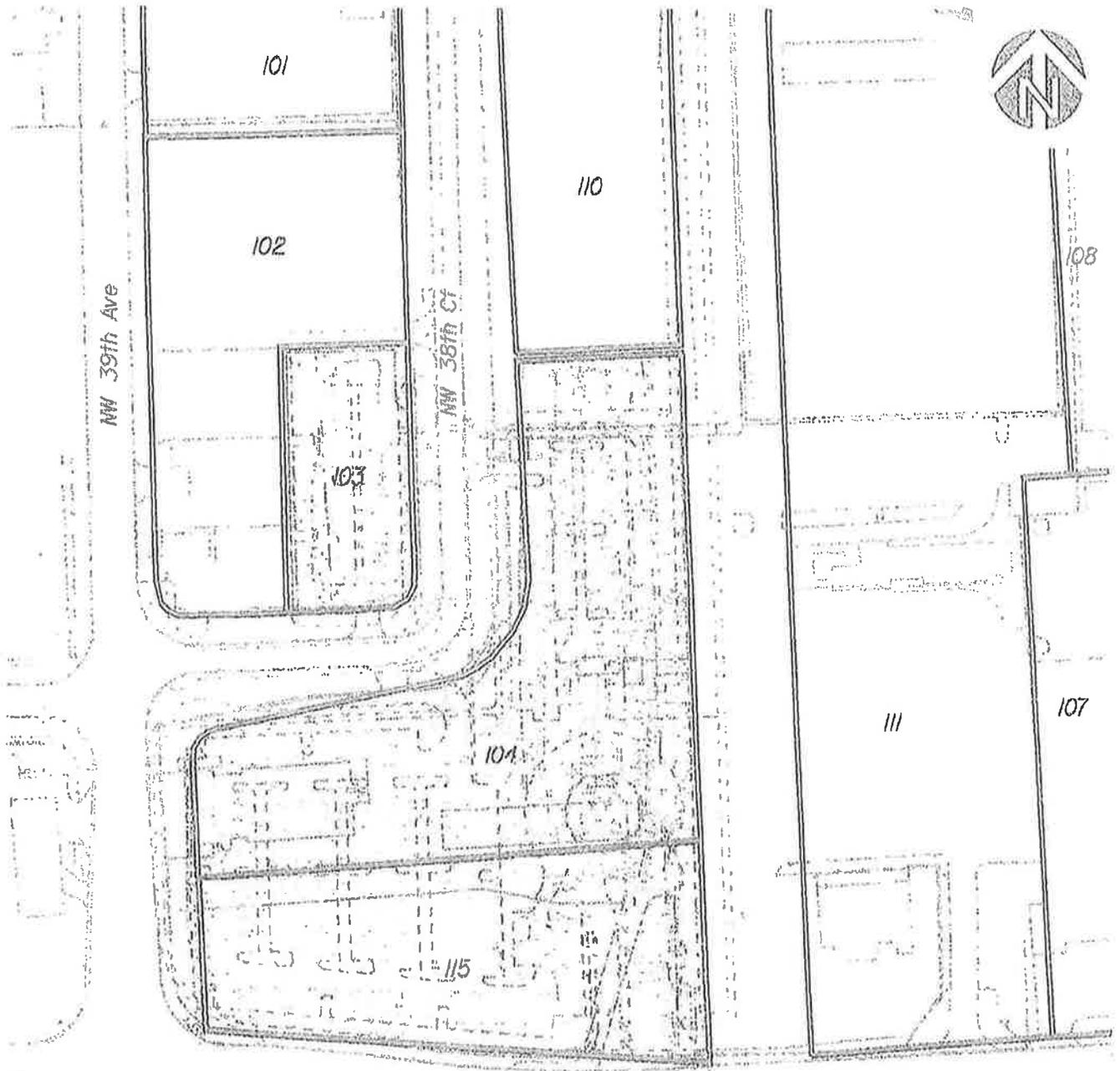


EXHIBIT B



-  - AREA OF PARCEL 104
STILL UTILIZED BY SFRTA
APPROX. 21,000 SQ. FT.
-  - AREA OF PARCEL 115
UTILIZED BY SFRTA
APPROX. 20,000 SQ. FT.

EXHIBIT C



Parcels 103, 104 = SFRTA-Owned Property

Parcels 103, 104 and 115 = SFRTA Property

NW 21st St

Summary of Issues Regarding MIC Relocation Agreement

(Two copies of the Agreement have been provided to Governing Board members – a Clean Version of the Final Draft (1/24/11) and a Comparison Version showing changes that have been made to the Agreement since the Board considered it at its 9/24/10 meeting. The location of Agreement language – by paragraph and line numbers – is included for each version (“Clean” and “Comparison”) for ease of reference.)

1. CSXT's Approval of SFRTA's Plans

- a. The Agreement continues to require CSXT's approval of SFRTA's plans to address its operations (including on-time performance) at the Hialeah Market Station as a condition precedent to SFRTA relocating to that station. (Para. 3)
- b. CSXT has required an MOU to address their release of proprietary freight data that is necessary to complete the modeling analysis of how operations will occur between CSXT and SFRTA at the station. FDOT is working with SFRTA to address this issue. (Not addressed in Agreement)

2. Temporary Relocation Date: Currently proposed by FDOT to be March 1, 2011 (assuming all condition precedents have been achieved)(Para. 3, line 140 – Clean; line 175 – Comparison)

3. Period of Time to Relocate to Central Station (Para. 4)

- a. FDOT agrees to make all good faith efforts to return SFRTA to Central Station, approximately 2 years after SFRTA relocates, "but no later than 1 month following the date on which the regional commuter and intercity rail platforms and tracks become operational at the Central Station." (lines 158-159 – Clean; lines 195-196 – Comparison)
- b. The Agreement states that SFRTA acknowledges the 2 year period is an estimate based on current project schedules and that there may be unforeseen circumstances which may adversely affect these timeframes. (lines 160-162 – Clean; lines 197-199)

4. Relocation Costs: FDOT has agreed to pay for the relocation costs estimated in Paragraph 3 entitled, "Temporary Relocation." (lines 126-137 – Clean; lines 161-172 – Comparison)

5. Corridor Agreements and Dedicated Funding Legislation (Para. 4)

- a. Agreement states that SFRTA's dedicated funding legislation (Laws of Florida 2009-271) and the Corridor Agreements (defined to include the current extended JPA and any new Operating Agreement that FDOT and SFRTA execute in the future) govern all terms and conditions of SFRTA's use of the Corridor. (lines 163-165 – Clean; lines 200-202 – Comparison)
- b. The Agreement continues to state that execution of the Operating Agreement is not a condition precedent to SFRTA's relocation to the Central Station. Also, it now includes a requirement that there be some form of contractual agreement in place between the parties governing SFRTA's occupation of the Corridor (including the Central Station). The parties agree that "such agreement could be the JPA currently in effect or any such other agreement serving the same purpose." (lines 190-197 – Clean; lines 229-236 – Comparison)
- c. The Agreement states that execution of the separate common area O/M agreement (which will address SFRTA's costs to use and/or occupy the common areas not covered by the Corridor Agreements) is not a condition precedent to SFRTA returning to the Central Station. (lines 183-184 – Clean; lines 222-223 – Comparison)

6. Parties' rights and remedies (Para. 4)

- a. FDOT has agreed to delete the language (inserted in a subsequent draft) regarding its right to terminate SFRTA's use and occupancy the Central Station.
- b. Language has been added that states the parties do not "waive any respective rights or remedies pursuant to agreements or law related to SFRTA's use of and occupancy in the Corridor and/or the New MAS." (lines 198-200 – Clean; lines 237-239 – Comparison)

7. Operating and Maintenance Costs

- a. The Agreement still has language that says SFRTA will contribute its equitable pro rata share to operation and maintenance costs of the Central Station common areas. (Para. 5, lines 207-208 – Clean; lines 246-248 - Comparison)

- b. To address a concern that SFRTA would have to pay more than its share of the common area operation and maintenance costs if it was the only current tenant, FDOT has agreed to add language that clarifies that under no circumstances will SFRTA be required to bear more than its proportionate share of the common area operations and maintenance costs. (Para. 5, lines 214-216 – Clean: lines 255-258 – Comparison)
- c. Language permits SFRTA to operate and maintain its exclusive areas within the Central Station using its own forces, employees, consultant and/or contractors. (Para. 4, lines 185-189 – Clean; lines 224-228 – Comparison)
- d. New language says that SFRTA will maintain and operate its exclusive areas "subject to maintenance and operation standards currently in effect or to be set by future agreement between the parties." (Para. 4, lines 188-189; lines 227-228 – Comparison)

8. Dispute Resolution

- a. Paragraph 5 (entitled, "Operations and Maintenance Agreement ") provides that if the parties have not reached agreement on the common area O/M agreement by the Relocation Date, either party can submit the dispute to mediation. FDOT has agreed to add language stating that SFRTA's relocation to the Central Station will not be subject to the occurrence of such mediation, but that SFRTA agrees to cooperate in good faith to resolve the issues and to participate in the mediation, if necessary. (lines 217-219 and 221-225, respectively – Clean; lines 258-261 and 263-267, respectively – Comparison)
- b. Paragraph 6 (entitled, "Purchase and Sale of SFRTA-owned Property") states that in the event the parties have not reached agreement on the fair market value of the SFRTA-owned Property by July 1, 2011, either party may submit the dispute to mediation and if that does not resolve the dispute, either party may seek legal resolution of the fair market value. (lines 244-248 – Clean; line 287-290 – Comparison)

9. Governor's Executive Order No. 11-01, entitled, "Suspending Rulemaking and Establishing the Office of Fiscal Accountability and Regulatory Reform" dated 1/4/11 (the "Order")

- a. Section 6 of this Order states that for 90 days following its execution, no agency under the direction of the Governor may execute a contract with a value in excess of \$1,000,000 without obtaining prior approval from the Office of Fiscal Accountability and Regulatory Reform within the Executive Office of the Governor.

- b. As the relocation costs in the Agreement will exceed \$1,000,000, FDOT has informed SFRTA that this Agreement will be subject to the Order.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Consent Regular

PROCUREMENT OF EASY CARD AND EASY TICKETS FROM MIAMI DADE COUNTY
FOR THE AUTOMATED FARE COLLECTION SYSTEM

REQUESTED ACTION:

- A. MOTION TO RATIFY: the issuance of a purchase order for the purchase of EASY card and EASY ticket stock from Miami-Dade County for use in the fare collection equipment, in accordance with terms as defined in the Participation Agreement between the South Florida Regional Transportation Authority and Miami-Dade County, in the maximum not-to-exceed amount of \$175,000.

- B. MOTION TO APPROVE: delegation of authority to the Executive Director for the future acquisitions of EASY cards and EASY tickets from Miami Dade County to maintain ticket and card inventory in the maximum not-to-exceed amount of \$200,000.

SUMMARY EXPLANATION AND BACKGROUND:

At its October 22, 2010 meeting, the Governing Board approved a Participation Agreement between the South Florida Regional Transportation Authority (SFRTA) and Miami-Dade County (County) for the administrative management of a centralized automated fare collection system (Agreement). The Agreement contains a provision which allows the County to purchase EASY cards and EASY tickets on behalf of SFRTA and the associated unit costs of each media. The Agreement provides that the County will invoice SFRTA for actual costs.

SFRTA is preparing to implement the new fare collection system during January and February, 2011. To kick off the EASY card program, SFRTA will be giving out free EASY cards to passengers to encourage their use. An estimated 100,000 EASY cards will be distributed over a 90-day period. This initial EASY card order will facilitate the launching of the SFRTA automated fare card program.

(Continued on page 2)

Department: Executive
Project Manager: Renee Matthews

Department Director: Joseph Giuliatti
Procurement Director: Chris Bross

FISCAL IMPACT: Funding for the initial order is available in FY 2010-11 Capital Budget. The amount of the delegated authority is available in FY 2010-11 Operating Budget.

EXHIBITS ATTACHED: N/A

PROCUREMENT OF EASY CARD AND EASY TICKETS FROM MIAMI DADE COUNTY
FOR THE AUTOMATED FARE COLLECTION SYSTEM

SUMMARY EXPLANATION AND BACKGROUND: (continued)

The Executive Director consulted with the Chair before authorizing the purchase and the Chair was in agreement, with the understanding that the purchase would be taken to the Board for ratification at the January 28, 2011 Board meeting.

In addition, SFRTA will need to purchase additional quantities of EASY cards and EASY tickets as part of maintaining regular operations. Delegation of authority to the Executive Director to make these purchases will allow EASY card orders to be placed as necessary.

PROCUREMENT OF EASY CARD AND EASY TICKETS FROM MIAMI DADE COUNTY
FOR THE AUTOMATED FARE COLLECTION SYSTEM

Recommended by: [Signature] /20/11
Department Director Date

Approved by: [Signature] /20/11
Procurement Director Date

Authorized by: [Signature] /20/11
Executive Director Date

Approved as to Form by: [Signature] 1-20-11
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No

Commissioner Bruno A. Barreiro Yes No

James A. Cummings Yes No

Marie Horenburger Yes No

Commissioner Kristin Jacobs Yes No

Felix M. Lasarte, Esq. Yes No

George A. Morgan, Jr. Yes No

Gus Pego, P.E. Yes No

F. Martin Perry Yes No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011

AGENDA ITEM REPORT

Consent Regular

SOUTH FLORIDA EAST COAST CORRIDOR (SFECC) TRANSIT ANALYSIS STUDY
LOCALLY-PREFERRED SYSTEMS ALTERNATIVE

REQUESTED ACTION:

MOTION TO APPROVE:

- A. A Locally-Preferred Systems Alternative from the short list of alternatives currently being considered for implementing transit in the Florida East Coast (FEC) Railway corridor.
- B. Resolution No. 11-01, expressing support for the South Florida East Coast Corridor (SFECC) Transit Analysis Study and a Locally-Preferred Systems Alternative.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) is seeking South Florida Regional Transportation Authority (SFRTA) Governing Board approval of a Locally-Preferred Systems Alternative from the short list of alternatives currently being considered for implementing transit on the FEC Railway corridor. This short list was presented to the Governing Board on June 25, 2010 for initial review and an additional update was provided at the September 24, 2010 Board meeting as an informational item.

The SFECC Transit Analysis Study is studying how to best develop high performance passenger transit service within the 85-mile study corridor that extends from Downtown Miami to Jupiter and approximately one mile on either side of the FEC right-of-way. This corridor serves numerous existing and planned transit system hubs and activity centers including the three major seaports, international airports, State and private universities, as well as downtowns and employment destinations.

(Continued on Page 2)

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

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

FISCAL IMPACT: None

EXHIBITS ATTACHED: EXHIBIT 1 - Resolution No. 11-01

SOUTH FLORIDA EAST COAST CORRIDOR (SFECC) TRANSIT ANALYSIS STUDY
LOCALLY-PREFERRED SYSTEMS ALTERNATIVE

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The Federal Transit Administration (FTA) and National Environmental Policy Act (NEPA) processes are being followed, meaning that reasonable transit alternatives (alignments and technologies) within the study corridor are being identified and evaluated. The objective of the study is to develop passenger transit service in the corridor through the federal environmental decision-making process, allowing for resolution and documentation of key issues.

FDOT District 4 is managing the study. Collaboration on this effort includes the three Metropolitan Planning Organizations (MPOs) (Broward, Miami-Dade and Palm Beach), who are the principal sponsors of the study, the three county transit agencies, and the SFRTA.

The study's Phase 1, which began in late 2005, focused on regional issues along the entire 85 miles of the rail corridor. Phase 1 selected the existing FEC alignment within the corridor for further study and eliminated some adjacent alignments and technologies. Phase 1 also confirmed the need and strong demand for transit service. Phase 2 Study activities commenced in 2008 and have included significant ridership modeling and analysis, service planning, conceptual engineering and cost estimating, station area and land use planning, environmental screening and extensive public outreach. Public workshops conducted in October 2009 yielded public preferences for certain alternatives that underwent additional refinement. A short-list of four draft alternatives was prepared and presented for comment to the three MPO Governing Boards and the SFRTA Governing Board in May and June 2010, and the South East Florida Transportation Council in July 2010, at which time Board comments were heard. This was followed by more public outreach, including formal public hearings that were conducted at several locations in September 2010. This public input is critical to gauge public support for the project and public preference for a single Locally-Preferred System Alternative that would move forward to the SFECC Study's Phase 3.

SOUTH FLORIDA EAST COAST CORRIDOR (SFECC) TRANSIT ANALYSIS STUDY
LOCALLY-PREFERRED SYSTEMS ALTERNATIVE

Recommended by: *Daniel Mays* 1/24/11
Department Director Date

Approved by: *N/A*
Contracts Director Date

Authorized by: *J. J. Smith* 1/24/11
Executive Director Date

Approved as to Form by: *Anna Deon* 1-24-11
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
Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No

Felix M. Lasarte Yes No
George A. Morgan, Jr. Yes No
Gus Pego, P.E. Yes No
F. Martin Perry Yes No

RESOLUTION -NO. 11-01

EXPRESSING SUPPORT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION'S SOUTH FLORIDA EAST COAST CORRIDOR (SFECC) STUDY FOR TRANSIT SERVICE BETWEEN MIAMI AND JUPITER AND ENDORSING A LOCALLY PREFERRED SYSTEMS ALTERNATIVE OF REGIONAL RAIL, INCLUDING AN EXAMINATION OF HEAVY RAIL (METRORAIL) TECHNOLOGY, AS THE LOCALLY PREFERRED ALTERNATIVE

WHEREAS, by the year ~~2030~~2035 highway capacity will only be expanded by five percent, but the Southeast Florida population is expected to increase by thirty-~~four~~ percent, ~~but reasonable opportunities to expand highway capacity are limited, which~~ which will dramatically worsen congestion levels and travel times; and

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

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

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

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

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

WHEREAS, in 1997/98, cities and counties in the Southeast Florida region began to meet on a continuing basis to approve resolutions asking state and federal transportation agencies to negotiate with the Florida East Coast Industries, Inc. ("FECCI") for inclusion of passenger service within their corridor; and

WHEREAS, in 1995, a collaboration of freight operators and the Florida Department of Transportation ("FDOT") completed the "Rail Rationalization Study" and recommended long term planning for both the South Florida Rail Corridor ("SFRC") and the Florida East Coast Railway ("FEC") Corridors, including double tracking of the SFRC and the concurrent, public investment in the FEC corridor, and to consider implementation of passenger service within the FEC Corridor; and

WHEREAS, the FEC Corridor right-of-way represents an important and strategic transportation corridor that currently provides vital freight rail service to and from South Florida; and

WHEREAS, economic growth and redevelopment along the FEC has started to take shape, resulting in new, compact residential and commercial development, including tens of thousands of new residents and hundreds of thousands of square feet of office space within walking distance of the corridor despite the current lack of passenger rail service on the FEC; and

Exhibit 1

WHEREAS, FDOT reached agreement in 2005 with the South Florida Regional Transportation Authority (SFRTA) and Miami-Dade Metropolitan Planning Organization (MPO) to merge studies of the Tri-Rail Jupiter Extension and Northeast Corridor Metrorail Extension into a single regional study known as the South Florida East Coast Corridor (SFECC) Transit Analysis Study, which has been evaluating new regional passenger transit services and promoting a regional solution; and

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

WHEREAS, the 2008 SFRTA Strategic Regional Transit Plan outlined transit corridor expansion alternatives including the FEC Railway Corridor;

WHEREAS, an integrated, complementary system of transit services is needed to provide for various existing and future travel markets, including medium and long-distance trips served by the Tri-Rail Commuter Rail System along with short and medium-distance trips to be served by transit in the densely developed eastern FEC corridor;

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

SECTION 1. That the Regional Rail, including an examination of heavy rail (Metrorail) technology, be the Locally Preferred Systems Alternative for future SFECC transit.

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SECTION 2. That FDOT and its transportation partner agencies are strongly encouraged to further define an integrated system of specific and detailed local and regional passenger services needed within the Locally Preferred Systems Alternative for cities and unincorporated areas, and advance the SFECC project into the FTA New Starts process.

SECTION 3. That FDOT is encouraged to actively pursue obtaining access to the FEC Railway corridor with the purposes of instituting and effectively operating the needed transit services within the FEC Corridor area without negatively affecting current or future freight operations.

SECTION 4. That FDOT is encouraged to work with local governments to develop complementary land use plans and local development regulations that are transit supportive.

SECTION 5. That FDOT is encouraged to work with SFRTA, the Florida Legislature, and local governments to develop ~~regional~~ financing mechanisms for a small portion of capital costs and all costs of operation and maintenance necessary to support ~~regional rail transit~~ services in the FEC corridor.

SECTION 6. That FDOT is encouraged to partner with SFRTA as the operator ~~and FTA Project Sponsor and FTA Designated Grant Recipient (DR)~~ for new integrated passenger service in the FEC Corridor.

SECTION 7. That the SFRTA Governing Board hereby authorizes FDOT to forward a copy of this resolution to all government agencies involved, including County commissions and officials involved in regional transit planning, the South East Florida Transportation Council, the three

Exhibit 1

Metropolitan Planning Organizations, the Florida League of Cities, municipalities and Chambers of Commerce within the South Florida area, CSXT, FECI and FDOT Districts 4 and 6.

ADOPTED this ____ day of _____, 2011.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

The Construction Oversight Committee did not meet during the Month of December, 2010.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
DECEMBER 15, 2010

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 a.m. on Wednesday, December 15, 2010 in the Boardroom of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS/ALTERNATES PRESENT:

Ms. Maria Batista, Miami-Dade Transit (MDT)
Ms. Lois Bush, Florida Department of Transportation (FDOT) District 4
Mr. William Cross, South Florida Regional Transportation Authority (SFRTA)
Ms. Kim DeLaney, Treasure Coast Regional Planning Council (RPC)
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)
Mr. Paul Flavien, Broward MPO
Ms. Amie Goddeau, Florida Department of Transportation (FDOT) District 4
Mr. Joseph Quinty, SFRTA
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. Gustavo Schmidt, FDOT, District 4
Mr. Greg Stuart, Broward MPO
Mr. Fred Stubbs, Palm Tran
Mr. Randy Whitfield, Palm Beach MPO, Chairman

ALSO PRESENT:

Ms. Loraine Cargill, SFRTA
Mr. Jim Eriksen, Parsons Transportation Group
Ms. Khalilah Ffrench, FDOT District 4
Mr. Peter Haliburton, Cambridge Systematics
Ms. Barbara Handrahan, SFRTA
Mr. John Kulpa, Jacobs
Mr. John Lafferty, PB Americas
Ms. Elaine Magnum, SFRTA
Mr. Dan Mazza, SFRTA
Mr. Derek Miura, FDOT District 4
Ms. Jill Quigley, Jacobs
Mr. Jeff Stiles, Jacobs
Ms. Jessica Vargas, Cambridge Systematics
Ms. Lynda Westin, SFRTA
Mr. Eric Zahn, SFRTA
Mr. Peng Zhr, Cambridge Systematics

CALL TO ORDER

The Chair called the meeting to order at 10:40 a.m.

ROLL CALL

The Chair requested the roll call.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

A motion was made by Ms. Kim Delaney to approve the agenda. The motion was seconded by Mr. Gus Schmidt. 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 November 17, 2010.

Mr. Fred Stubbs made a motion to approve the meeting minutes. The motion was seconded by Ms. Kim DeLaney. The motion was called to a vote and carried unanimously.

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

No Items

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

II. - INFORMATION: Oakland Park Boulevard Transit Improvement Study

Ms. Amie Goddeau introduced the item, explaining that FDOT and its partners were looking at transit corridors to jump start the transformation outlined in the new Broward MPO 2035 LRTP. Ms. Goddeau said that Broward Blvd and Oakland Park Blvd are the first two corridors moving forward. She noted that Oakland Park Blvd is now undergoing preliminary work via FDOT’s district-wide planning contract,

and will begin a full-fledged alternatives analysis (AA) study in FY 2012. Mr. Peter Haliburton of Cambridge Systematics then began the presentation, which gave an overview of Oakland Park Blvd's work to date and upcoming tasks to keep the project moving along until the AA phase. Mr. Haliburton noted that an initial corridor workshop was held in February 2010, which gathered various agencies and stakeholders and documented existing conditions. He summarized the various planning activities that have been initiated, including data collection, coordination among project partners, documenting on-going studies and initiatives, development of a problem statement, and a micro-simulation analysis for the most congested segment of the corridor. Among the on-going studies & initiatives mentioned by Mr. Haliburton were BCT's bus shelter improvements, the MPO's mobility hubs and livability studies, and SFRTA's analysis of a potential new Oakland Park Blvd Tri-Rail station to match up with improved east-west transit.

Mr. Peng Zhu followed with a more detailed description of the micro-simulation activities. Mr. Zhu noted that the analysis will be multi-modal and use the VISSIM program. He mentioned NW 31st, SR 7, and Inverrary Blvd as three of the most saturated intersections that will be analyzed. Mr. Haliburton stated that some of the improvement concepts expected to be explored are transit signal priority and queue jumpers. He stated that project next steps would be completion of the micro-simulation work, testing of preliminary improvement concepts, a partner workshop in March 2011, and development of a memorandum of understanding (MOU) among all of the partner agencies involved in the corridor. At the conclusion of the presentation, questions were asked by PTAC members regarding current transit capacity on the corridor, right-of-way, redevelopment opportunities, emphasis on transit ridership impact rather than automobile throughput, and transit signal priority.

12. - INFORMATION: Central Broward East-West Transit Study

Ms. Khalilah Ffrench, project manager for the Central Broward East-West (CBEW) Transit Study introduced this item, stating that FDOT has been working with the Broward MPO, BCT and SFRTA on this project since 2002. Ms. Ffrench noted that in 2006 the Federal Transit Administration (FTA) granted approval to for the project to move into the current Draft Environmental Impact Statement (DEIS) phase, which is scheduled to continue through 2012. Ms. Ffrench then introduced Ms. Jill Quigley of Jacobs Engineering to give a presentation on the study's status and progress.

Ms. Quigley stated that the CBEW was one of the Illustrative projects shown in the Broward MPO 2035 LRTP. She noted that there are five major activity centers in the study area and the CBEW has been included in the Broward LRTP since the 2025 plan was adopted. Ms. Quigley also summarized the project goals, purpose & need, travel patterns, and activities included in the DEIS phase. She spoke of how draft scoping has been completed, and that through the study's Technical Advisory Group the locally preferred alternative (LPA) had been modified. Ms. Quigley explained that over the past year, the Broward MPO directed the study team to re-examine the project and its approach. This resulted in partner meetings, a peer workshop, and a MPO TCC workshop. She noted that these activities have prompted a new approach, with a series of transit projects now proposed to serve the study area, rather than one continuous transit alignment. This new approach calls for a combination of modern streetcar and bus rapid transit services that would build off of the proposed shorter term express bus service on I-595 and The Wave downtown Fort Lauderdale streetcar. Three variations of this new approach were shown to the PTAC. Ms. Quigley noted that the CBEW would be brought back to the Broward MPO at its February meeting. She said that challenges remain for the project, including whether this fits in with the county and region's transit priorities, strong community opposition along some parts of the corridor, identifying who the operator should be, and funding. At the conclusion of the presentation, Mr. William

Cross spoke in support of the new approach and said that the new proposed series of projects were an improvement over past efforts. He suggested that the CBEW purpose and need statement may need updating to reflect the changes.

13. - INFORMATION: WTS South Florida Transit Summit

Mr. Denis Eirikis appeared on behalf of the Florida Public Transportation Association (FPTA) to discuss the upcoming WTS South Florida Transit Summit. Mr. Eirikis stated that the luncheon event is scheduled for January 12 at the Sheraton Fort Lauderdale Airport Hotel. Mr. Eirikis spoke of nationwide trends and challenges now facing the public transportation industry, despite business leaders and CEOs generally being supportive of transit. He noted that the directors of South Florida's four transit systems will participate in a panel at the summit, and that the program will include a number of other of guest speakers from Tallahassee and Washington, D.C. Mr. Eirikis commented that Florida could be at the epicenter of nationwide transportation discussions in the months ahead, as the Tampa-Orlando high-speed rail project will be debated and Representative John Mica is now head of a critical congressional committee and will be involved in federal reauthorization efforts.

Mr. Eirikis also pointed out that the summit will serve as the kickoff of FPTA's "IM4Transit" campaign. The campaign intends to recruit over 100,000 pro-transit Floridians as part of its efforts. He stated that a recent survey sponsored by FPTA demonstrated strong support for transit and a desire to spread the word about its benefits. The IM4Transit campaign will attempt to tap into this sentiment, using social media and other methods to promote transit. Mr. Eirikis encouraged PTAC members to spread the word about IM4Transit and sign up online at www.im4transit.org.

14. - INFORMATION: A New Era of Transportation Choices: Linking Transportation, Land Use, and Sustainability (Video Speech by Gordon Price)

This item was deferred due to time constraints and will be addressed in a future PTAC meeting.

OTHER BUSINESS:

Ms. DeLaney gave a brief update on the Amtrak/FEC project (Jacksonville to Miami). She announced that a liability agreement had been reached and that \$118 million of matching funds for the project has been included in the new FDOT work program. Ms. Goddeau added that the FRA has told FDOT that the environmental documentation for the Amtrak project is sufficient. Mr. Wilson Fernandez asked if the proposed Miami River capacity improvements on the SFRC were included in the Amtrak project application. The committee members who have been involved with the Amtrak project expressed the belief that Miami River SFRC improvements were not included in the Amtrak project application.

PTAC MEMBER COMMENTS

Ms. Goddeau mentioned the possibility of a transit master plan that would fill the gap between the transit agencies' TDPs and the MPOs LRTPs. She mentioned that FDOT has some funds in FY 2012 for this purpose. Mr. Greg Stuart stated that this started as a Broward specific effort, but after further thought, there is a growing interest to make it a regional effort and also include Miami-Dade and Palm Beach. Both Mr. Fernandez and Chairman Whitfield generally expressed support, but noted that the details of such an effort would be critical. Mr. Stuart commented that he foresees this transit master plan being

managed by the MPOs under the SEFTC/RTTAC umbrella. Mr. Fernandez suggested further discussion at upcoming RTTAC meetings.

Mr. Stuart also announced that the Broward MPO will be hosting a managed lanes workshop immediately following its MPO meeting on February 11.

ADJOURNMENT

The meeting was adjourned at 12:15 pm.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
November 3, 2010

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Governing Board was held at 2:00 P.M. on Wednesday, November 3, 2010 at SFRTA/Tri-Rail, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT

Bonnie Arnold, (Vice Chair) SFRTA/Tri-Rail
Phyllis Berry, Broward County Transit
Robyn Chiarelli, (Chair) FDOT
Lili Finke, Palm Tran (dialed in to meeting)

COMMITTEE MEMBERS NOT PRESENT

Nestor Morales, Miami-Dade Transit

ALSO PRESENT

Steve Rosenberg, SFRTA/Tri-Rail
Chris Ryan, Broward MPO
Jim Udvardy, South Florida Commuter Services

CALL TO ORDER

The meeting was called to order at 2:08 p.m.

ROLL CALL

A quorum was present.

AGENDA APPROVAL

Ms. Chiarelli moved for Agenda approval. Ms. Arnold seconded the motion.

MINUTES APPROVAL

Ms. Chiarelli moved for Prior Meeting Minutes approval. Ms. Finke seconded the motion.

MATTERS BY THE PUBLIC

None

REGULAR AGENDA

INFORMATION / PRESENTATION ITEMS

I1 – SFRTA MARKET COMMITTEE GOALS

- Ms. Chiarelli, as chair, would like to set Committee goals.
- Ms. Hankerson, at the prior meeting, stated that Bitner Goodman would host a Workshop, gratis.
- Ms. Chiarelli proposed the idea of a Workshop to define goals and the methods for accomplishing those goals. All Committee members present unanimously agreed that a Workshop would be welcome in lieu of a regular meeting. Ms. Chiarelli stated that she will speak with Ms. Hankerson at Bitner Goodman to determine whether the next meeting can be the workshop. Mr. Udvardy suggested that deliverables be put into place at this Workshop.

I2 – REGIONAL CALL CENTER CHALLENGE

- Ms. Arnold stated that a date and location need to be selected and offered the SFRTA's Board Room as a venue. The APTA Workshop will take place from February 27 – March 2, so perhaps a day in the beginning of February can be chosen for this challenge. Ms. Arnold suggested that each of the five Committee members could send in five entrants. This will be a local undertaking and will not involve and travel outside of the tri-county area.
- A plaque will be given to the winner.
- Wednesday, January 12, any time after 10:00 a.m., was chosen at the day for the preliminary entrants' competition. February 2 will be the day upon which the best from each of the local agencies will compete to win. Independent judges need to be selected, perhaps from companies that have call centers, like American Express or other local companies. Each participating agency will be given a specific time to call in for its competition segment.
- Two scenarios will be given to each contestant; one being a phone call for travel information, the second being more of an outrageous scenario, to determine how well the entrant can think on his/her feet. Each of the agencies will judge a sister agency's entrants. The same questions will be answered by all entrants. Then, for the final on February 2, two new questions will be asked.
- The decision is left as to which five people will be chosen by each agency and who from each agency will initiate the phone call. Contestants should be chosen by the beginning of the new year by each of the agencies.

I3 – REGIONAL RIDE GUIDE

- Jeff Weidner of FDOT, was in a meeting with Martin and St. Lucie counties' MPO/TPO. Martin and St. Lucie counties are in the process of forming one regional transportation organization in order to solidify it as one region, Treasure Coast. Three transit agencies now exist in those two counties combined and there is movement to create a regional guide that would serve both.
- A regional ride guide for this combined area would encompass the existing routes, which are about five in number. Any consideration for a ride guide to be of greater scope to include Palm Beach, Broward and Miami-Dade counties, would be unwieldy and a tremendous expense to create and maintain. There are not enough inter-county routes to make this effort viable. Even if each agency agreed to partake, this would be a never-ending project both design and cost-wise because of constant route and schedule changes.
- Ms. Chiarelli wanted to determine whether such a guide already exists and was informed by Committee members that there never was.

- Mr. Ryan asked whether this information can be gotten online. Links could serve this purpose, but an overall map of all the counties involved, showing their transit routes, does not exist. Ms. Chiarelli asked whether a “ride guide” is a feasible project. Ms. Berry stated that a central source that listed all contact information (links), would be easier to maintain and cost-effective.
- Ms. Berry suggested a calendar as a regional project which can highlight each agency and some of the special events scheduled and attended. Ms. Berry will make details available to all Committee members and suggested that this can be discussed at the Workshop.
- A gift-basket will be presented to the winner of the Regional Call Center Challenge.

I4 – SAFE CROSSING GUIDELINES

- Ms. Chiarelli said that this item was placed on the Agenda because of a complaint to SFCS about the 95 Express Route, the BCT Route from C.B. Smith Park to Downtown Miami. The complainant expressed his concern about the safety of passengers on this route because they have been patronizing McDonald’s in the morning and crossing the street to access the bus.
- Mr. Udvardy stated that it was noted that instead of people crossing at the intersection, they have been seen darting across mid-block at the bus stop, which is situated about 100 – 150 feet from the intersection of Flamingo Road and Pines Boulevard which is the fifth deadliest intersection in the United States according to statistics.
- Perhaps this concern can be addressed as part of Operation Lifesaver.

I5 – FDOT UPDATE ON COMMUTER EXPRESS

- Ms. Chiarelli, Mr. Udvardy, Mr. Gerry Gawaldo, Mr. Chuck Cohen and Jeanie Taylor of Palm Tran met with officials from the Town of Juno Beach at the site in front of FPL. Unfortunately, many potential riders are employees of FPL, but the location of the bus stop, far from the work site and the lack of shelter, has not been convenient for use. A really productive meeting took place, and the Town of Juno Beach provided a fee and estimate to do the work of designing a bus stop. The Town of Juno Beach is very specific about where the bus stop should be located. In the end, FDOT will pay for the construction of the bus stop and Palm Tran will implement.
- A van pool has begun for people who used to use Commuter Express even though the price is about double. People were interviewed who used to ride Commuter Express. Convenience is a greater concern than the money factor and many people will opt to drive. Passengers are not happy with the comfort of the seats on the buses for long-distance rides.

I6 – RIDERSHIP UPDATES

- With the consideration of implementing goals, Ms. Chiarelli stated that she would like goals to be measurable. She asked the Committee members to consider bringing ridership figures to the meetings, to open discussions about why and how marketing efforts work, but the consensus was that ridership influences are so intangible, the figures would not prove or disprove reasoning due to many different factors.

I7 – DOWNTOWN FT. LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION (DFLTMA) MARKETING PLAN

- Ms. Chiarelli stated that Patricia Zeiler took over as managing director about a year ago and the agency is in the process of developing their business plan of which one of the components is a marketing plan.
- At a recent meeting at the DFLTMA, Ms. Chiarelli suggested to the marketing representative, that a subcommittee be formed which would address a marketing plan.
- Mr. Udvardy stated goals needs to be arrived at before considering a marketing plan since there are different services for different groups of people, i.e. tourists, people who use public transportation to get to work and to medical appointments, etc.
- Before any kind of promotion takes place, it is important to know who the target audience is. It may involve riding the routes and talking to passengers to understand the demographics.
- A branding program needs to be established.

I8 - AGENCY UPDATES

Broward County MPO

- The MPO has settled into its new offices.
- Mr. Ryan asked the Committee to consider information they would like included in the MPO's newsletter.
- Per Ms. Chiarelli, FDOT is in the process of developing a telephone/online survey for commuters who find out about SFCS. The survey will consist of 15 questions, 5 of which will be MPO-related.

Broward County Transit

- A new director, Tim Garland started at BCT on November 1.
- The largest service change in the history of BCT has taken place, effective October 31. Eighteen routes were affected. Some of the routes eliminated service after 9:00 p.m., on some, service after 11:00 p.m. Saturday and Sunday service was cut. Six routes were to be eliminated have been restored after working with the cities involved but they are not on the peak.
- Some very sad riders' stories were heard about people not being able to get to work.
- BCT created a service change "book." Timetables and maps were worked on until the eleventh hour.
- Due to public hearings, the riders' voices were heard and routes that were to have been eliminated, have been saved in some form.
- A fare increase was scheduled for October 1 and another one next October 1. The commissioners did not approve a fare increase for 2011, but they did approve a fare increase for 2010.
- The 95 Express is still slated to go to Civic Center on January 11. Customer Service is getting phone calls from prospective riders. FDOT is working with BCT to acquire additional parking.
- A Park and Ride is being considered for the Miramar Transit Center.
- 595 Express buses are on order. Park and Ride facilities are being worked on.

Downtown Ft. Lauderdale Transit Management Association

No representation at this meeting

Florida Department of Transportation

- FDOT's Rail Department is working on a demonstration project with Operation Lifesaver to implement orange markers at rail crosswalks. The purpose of these markers is to make the public aware not to drive past these markers when the gates go down.
- The B-Cycle Project is being coordinated by FDOT's Bicycle-Pedestrian Coordinator along with Broward County. Bicycle rental kiosks are being implemented on the beaches and in downtown areas in Hollywood and Ft. Lauderdale.
- Ciclovía is another bicycle project in which Las Olas Boulevard will be closed to regular traffic on Sundays, February through April, so that only pedestrians and bicycles may share the Boulevard. Vendors and tables will be set up with activities for residents and visitors.
- Mr. Udvardy stated that the Educational Corridor is a cooperative effort between four cities and BCT to improve service in Coconut Creek, where there are several education complexes. Riders on that corridor have been surveyed to determine where changes may be needed to be made. Service times may need to be changed depending on the demographic. The funding consideration will involve the cities in that corridor, Coconut Creek, Pompano Beach, Margate and Coral Springs.
- 95 Express Park and Ride fact-finding has been ongoing to determine available locations. SFCS and FDOT have been working with John Ramos for BCT. C. B. Smith Park's parking spaces are full and a federal earmark may be used to expand C. B. Smith Park. Hollywood/Pines Boulevard is being researched for possible locations where spaces can be leased or share/used.
- FDOT has been helping BCT and Palm Tran toward having a Smart Card, with the use of a consultant through Kimley-Horn.

Miami-Dade Transit

No representation at this meeting

Palm Tran

- Ridership is up.
- Jessica Dumars will not be replaced, so Ms. Finke has a staff of two people presently.
- The new guidebook has arrived as well as the system map.
- The 5-Year Plan is on hold.
- Nine new buses are on order and have been arriving.
- The Palm Beach County Fair is coming up (January 14 – 30) and Ms. Finke asked if any of the agencies would like to contribute collaterals and promotional items, it is welcome. Ms. Finke asked Mr. Udvardy if SFCS has staff available to help.

SFRTA/Tri-Rail

- Ms. Arnold stated that since the last meeting she attended, the Telling our Story event took place in Washington, D.C., and it was very successful. Jim Oberstar was present and spoke, as well as Steve Cohen, who is M. P. Carter's congressman.
- Deanna Droira-Garcia, the "Telling Our Story" first prize winner, was very well-received and treated very specially. Her story was perfect for the event.
- Tri-Rail will be getting the first new Rotem car in December and will then be wrapped. It should be on the corridor by February.
- The FPTA won the APTA Niche Award for Telling our Story.

- BCT won an award, Palm Tran won an award, Tri-Rail won four awards and MDT made a sweep of awards, mostly for EASY Card.
- The Train to Plane campaign begins in December.
- Ms. Arnold announced that the Customer Service Center has moved to Pompano Beach from Hialeah and is now located in SFRTA/Tri-Rail's headquarters. She offered to take Committee members on a tour.

Bitner Goodman

No additional comments

OLD BUSINESS

NEW BUSINESS

With no further comments, the meeting adjourned at 3:35 p.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ADA ADVISORY COMMITTEE MEETING OF SEPTEMBER 28, 2010

The ADA Advisory Committee meeting was held at 2:00 p.m., on Tuesday September 28, 2010 in Conference Room 102 of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Ms. Deborah Byrnes, Broward MPO, Chair
Mr. Patrick Cavanaugh, Broward County Transit
Ms. Ilene Hyams, ADA Coordinator, Miami-Dade County
Ms. Marie Jarman, SFRTA/Tri-Rail, Vice-Chair
Mr. Marcos Ortega, Miami-Dade Transit
Ms. Mary Macomber, Transportation Disadvantaged Board, Broward County
Ms. Angela Morlok, Palm Beach MPO
Ms. Elizabeth Rockwell, Miami-Dade MPO

COMMITTEE MEMBERS ABSENT:

Mr. David Evans, Transportation Disadvantaged Board, Palm Beach County
Mr. Lou Ferri, Palm Tran

ALSO PRESENT:

Ms. Carolina Barbosa, SFRTA
Ms. Brandy Creed, SFRTA
Ms. Wanda Del Toro, Broward County Transit
Mr. Eric Zahn, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 2:05 p.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Ms. Macomber moved for approval of the Agenda. The motion was seconded by Ms. Hyams.

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

The Chair moved the discussions to the next item on the Agenda.

DISCUSSION ITEMS

None.

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.

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 the ADA Advisory Committee Meeting of May 25, 2010

Ms. Macomber moved for approval of the Consent Agenda. The motion was seconded by Ms. Jarman.

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

The Chair moved the discussions to the next item on the Agenda.

REGULAR AGENDA

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

No regular agenda items

INFORMATION / PRESENTATION ITEMS

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

I1 - INFORMATION ITEM: Implementation of parking regulations at the Fort Lauderdale-Hollywood International Airport Station at Dania Beach Station

Mr. Zahn, SFRTA Transportation Planner, stated that SFRTA/Tri-Rail completed the Tri-Rail Parking Management Study. The Study identified parking management strategies for the Fort Lauderdale-Hollywood International Airport Station which will help Tri-Rail create and enforce unauthorized vehicle parking regulations at the station. Regulations and signage were approved by SFRTA’s Governing Board and installation would be completed by the end of September 2010.

The Chair moved the discussions to the next item on the Agenda.

I2 -INFORMATION ITEM: SFRTA 5-Year Shuttle Bus Service Plan

Mr. Zahn stated that SFRTA/Tri-Rail completed a Shuttle Bus Service and Financial Assessment Phase II Study. The Study evaluated existing service and identified opportunities to provide new shuttle services, to implement services modifications, and potentially discontinue low performing routes. A copy of the SFRTA/Shuttle Bus Service and Financial Assessment Phase II Project Summary is attached to the agenda on file.

The Chair moved the discussions to the next item on the Agenda.

I3 -INFORMATION ITEM: Pompano Beach Station Renovation

Ms. Creed, SFRTA Engineering Project Manager, provided an update on the Pompano Beach Station Renovation project. Ms. Creed informed the Committee that renovations to the Pompano Beach Station would bring the station up to the standards of the Segment 5 stations.

The Chair moved the discussions to the next item on the Agenda.

REPORTS
Action not required, provided for information purposes only.

A. CUSTOMER SERVICE REPORT

Ms. Jarman stated that from May 2010 through September 2010 there were four ADA related complaints. The complaints were addressed by SFRTA staff and are attached to the agenda on file.

The Chair moved the discussions to the next item on the Agenda.

B. OPERATIONS MONTHLY REPORTS

Mr. DeVaughn, SFRTA Operations Department Manager, presented the Operations Monthly Report, which summarized the ridership numbers from May 2010 through September 2010; the report also addressed ontime performance and reasons for the delays, if any.

The Chair moved the discussions to the next item on the Agenda.

OTHER BUSINESS

1. Transit Agencies Updates

Ms. Del Toro, Broward County ADA Specialist, provided an update on the Transit Design Standard Guidelines Manual and stated that she will bring copies of the manual at the next ADA Committee meeting.

2. 2010 DisAbilities Expo

Ms. Jarman stated that SFRTA will be participating in the 2010 Disabilities Expo which will be held on October 16th, 2010 at the Nova Southeastern University Main Campus in Davie.

ADA ADVISORY COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT

The meeting was adjourned at 3:15pm.

**Engineering & Construction
Monthly Progress Report
January 28, 2011**

Cypress Creek Station:

345-space surface parking lot to be constructed on west side of the Cypress Creek Station. Contract awarded to MBR Construction at the December 11, 2009 Board meeting. Notice-to-Proceed was given on January 12, 2010. Construction time was approximately 10 months. The new parking lot was substantially completed on October 26, 2010 and the Certificate of Completion was issued by the City of Ft. Lauderdale on November 8, 2010. The new parking lot was opened to passengers on November 17, 2010. Contract amount: \$1.4M.

Hialeah Yard Storage Tracks and Inspection Pit:

Construction of 3300' of storage tracks (4-track configuration) with a 340' inspection pit. Contract was awarded to Gonzalez and Sons Equipment, Inc. on December 10th, 2010. Notice to Proceed was issued on January 7th, 2011. Construction is expected to start on January 17th, 2011, and will continue through June 2011. Contract amount: \$1,693,000.00

Pompano Beach Station Improvements:

Upgrade of existing Pompano Beach Station to Segment 5 station standards. Improvements consist of widening existing platforms to 25' width, new full-length canopies, solar paneling, pedestrian overpass with stairs and elevators, bus circulation improvements, and parking lot reconfiguration. Development of 30% design-build procurement package is presently underway. The design-build package will include specifications to obtain Silver LEED certification. Contract award expected by February/March 2011. Estimated construction start is February 2012.

**Engineering & Construction
Monthly Progress Report
January 28, 2011**

Cab and Trailer Car Procurement:

Procurement of 10 Cab Cars and 14 Trailer Cars. Delivery of the first of two (2) cab cars occurred on January 11, 2011, with the second cab car being delivered by the middle of February 2011. The 4 trailer cars are expected to be delivered by the end of September 2011, and the delivery of the remaining eight (8) cab cars is expected by the end of October 2011. The schedule for the delivery of the final ten (10) trailer cars is due shortly from the car manufacture (Hyundai-Rotem). Contract amount: \$41,189,180.00.

ARRA Locomotive Procurement:

Procurement of 10 locomotives with an option for up to 13 additional locomotives for SFRTA and 4 for Sound Transit. Procurement package was advertised on February 25, 2010. Two bids and one no-bid were received on July 7, 2010. The two (2) Price Bids were opened on September 17, 2010. The contract requires a twenty-six (26) month delivery.

Bike Lockers:

Procurement of 350 new bike lockers, with current installation of 253 (8 already owned) lockers, with each locker holding 2 bikes, at sixteen (16) SFRTA stations. The remaining one hundred five (105) additional lockers are being procured for later installation at the remaining stations. Procurement package was advertised on February 22, 2010, with seven (7) bids opened on March 29, 2010. Award for \$502,361.00 was approved at the April Board meeting. As a result of completion of construction activities at two stations, a change order for \$4,500 was issued in September for the installation of lockers at the Cypress Creek and Ft. Lauderdale Airport Stations. Due to delays in production of the lockers, estimated installation completion by the end of January 2011 is now anticipated. Lockers have been installed at Mangonia Park, West Palm Beach, Lake Worth, Boynton Beach, Delray Beach, Boca Raton, Deerfield Beach, Cypress Creek, Ft. Lauderdale, Ft. Lauderdale Airport and Hollywood Stations and all slabs have been poured.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
January 28, 2011

DECEMBER RIDERSHIP

Total monthly ridership for December has decreased 1.1 % when compared to December of last year. Weekday ridership has increased by .07% for December, while the average weekday ridership in December 2010 was 11,259 per day versus 11,690 per day for 2009. Total weekend ridership has increased by 3.6% when compared to last year. Total Fiscal Year ridership is up by 2.1%.

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 December 2010	Actual December 2009	December '10 vs. '09 %	FY 11 Rider ship To Date	FY 10 Rider ship To Date	FYTD 11 vs '10 %
M-F	258,953	257,189	0.7%	1,562,899	1,534,018	1.9%
Saturday	15,782	20,400	-22.6%	125,820	117,379	7.2%
Sunday	16,845	17,965	-6.2%	109,615	104,616	4.8%
Holidays	3,371	2,823	19.4%	12,961	17,587	-26.3%
	294,951	298,377	-1.1%	1,811,295	1,773,600	2.1%

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

Chart 1 - SFRTA Riders and Revenue Trends

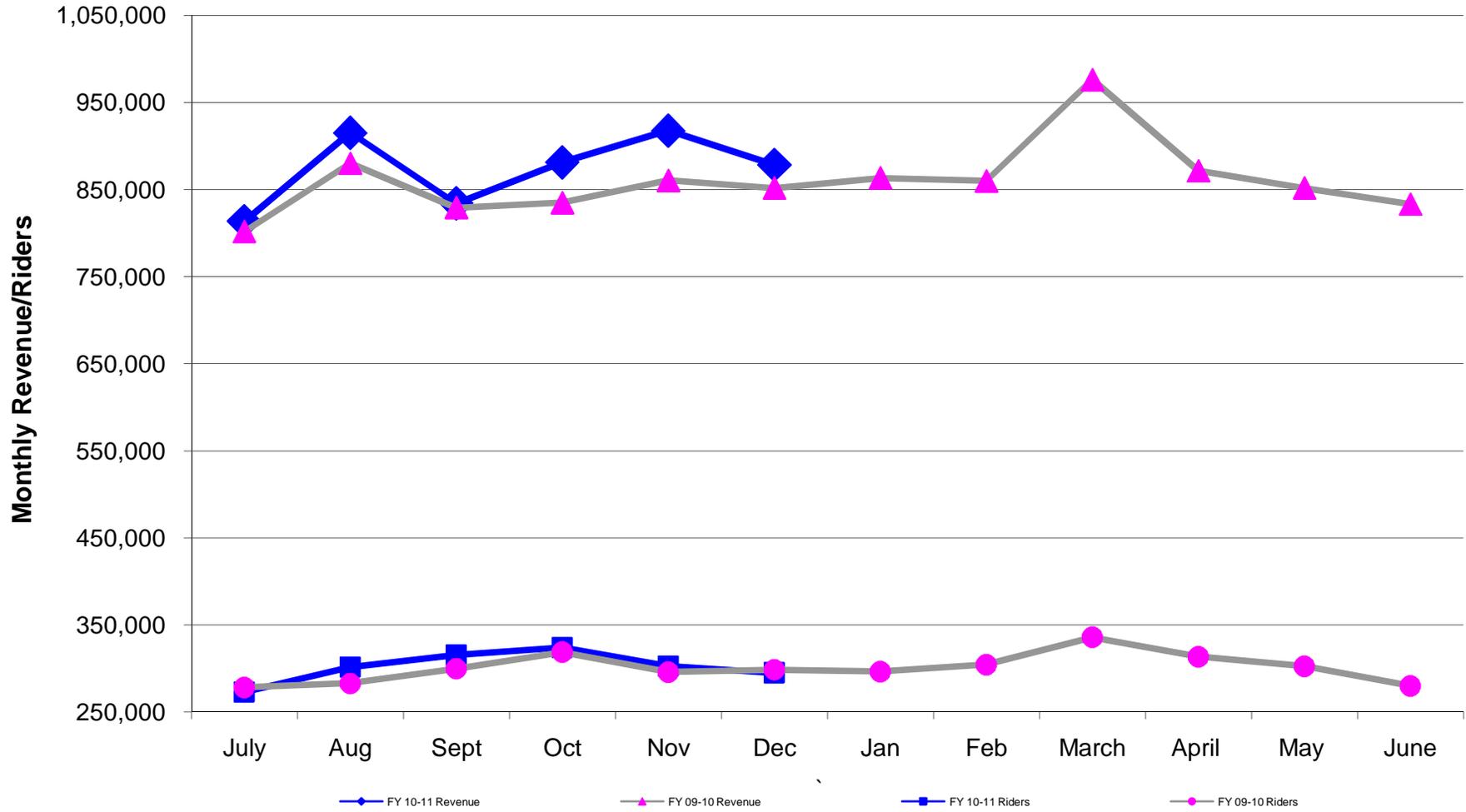


Chart 2 - SFRTA Riders

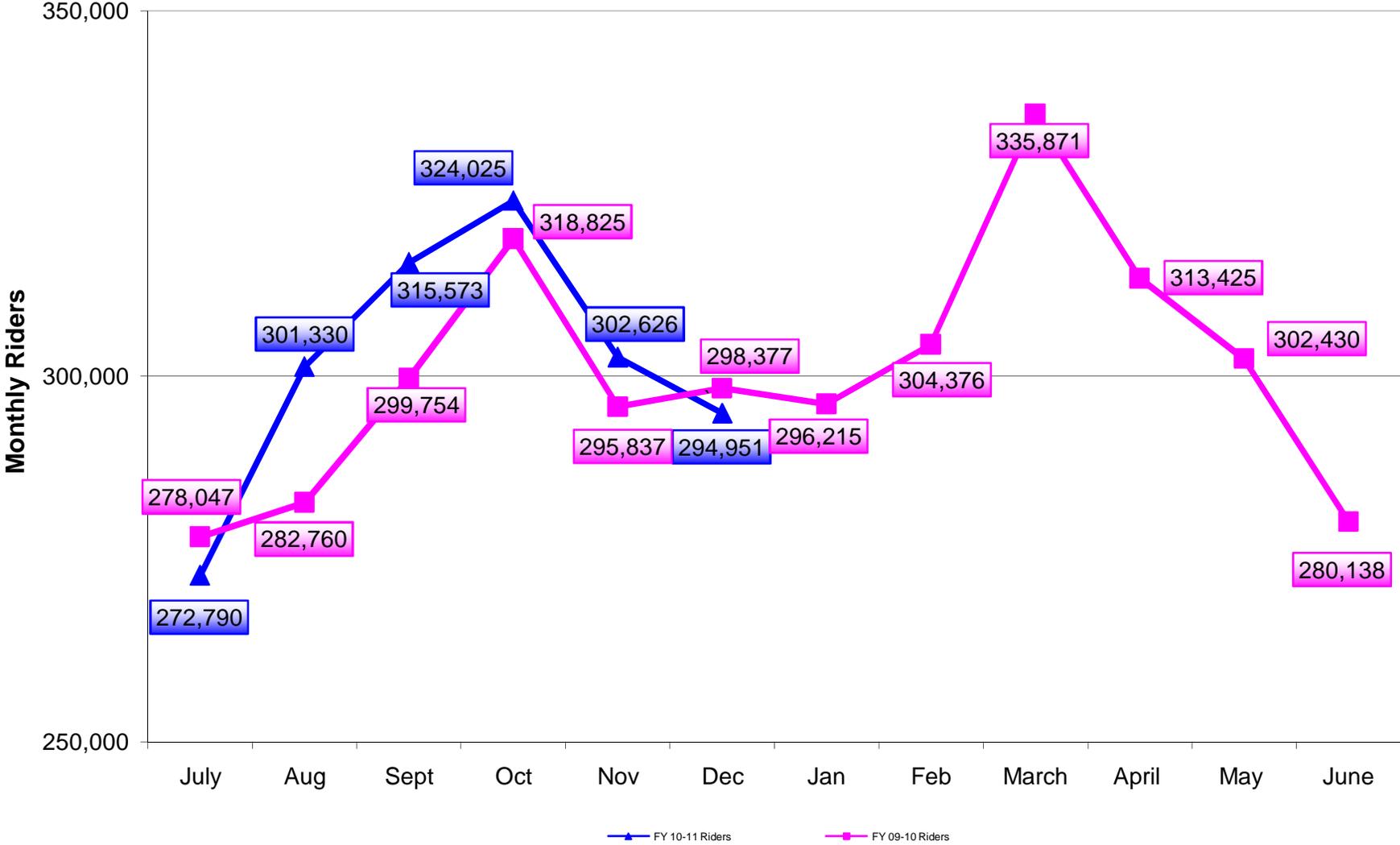
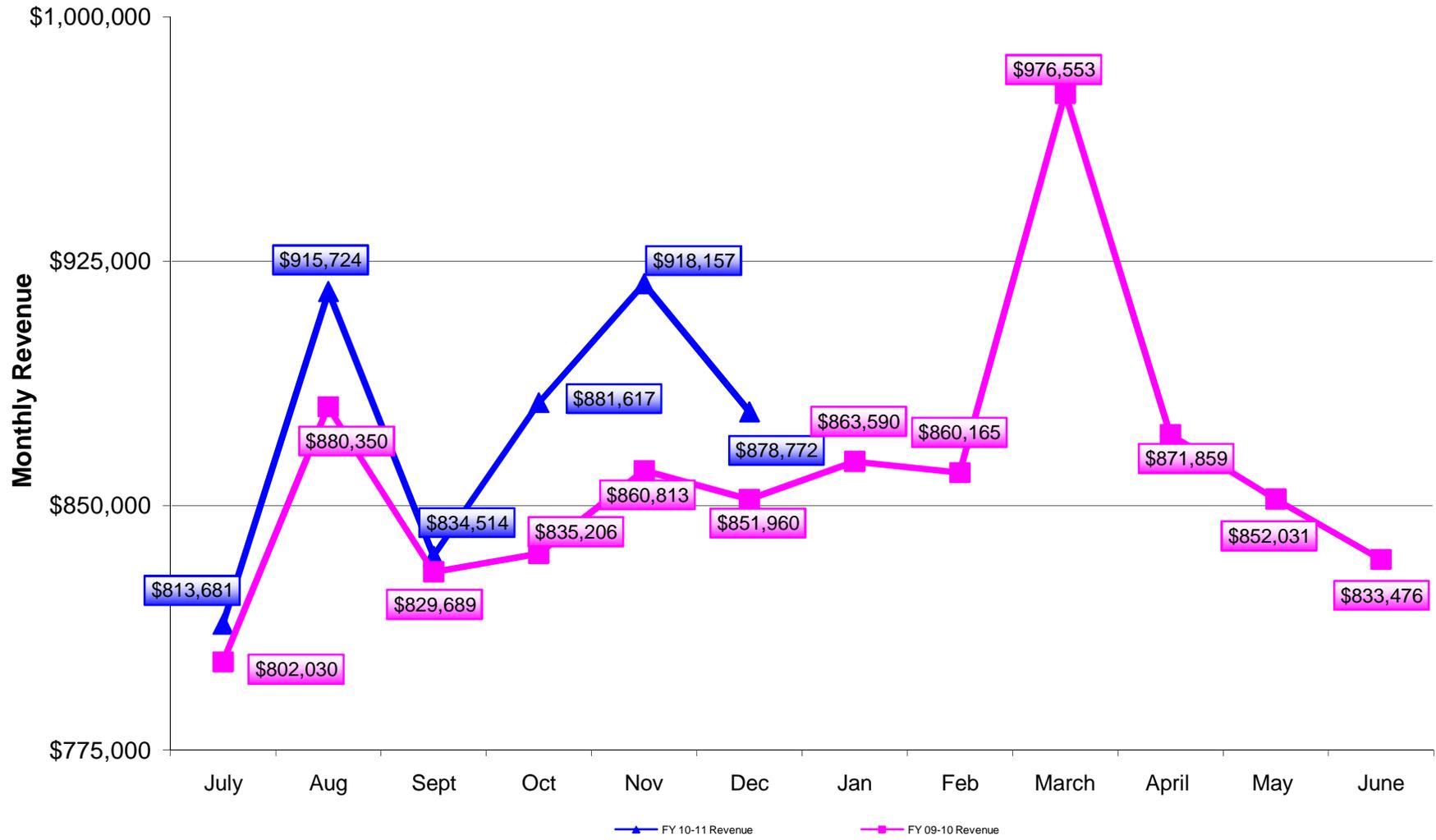


Chart 3 - SFRTA Revenue



AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 January 28, 2011

NOVEMBER RIDERSHIP

Total monthly ridership for November has increased 2.3 % when compared to November of last year. Weekday ridership has increased by 4.1% for November, while the average weekday ridership in December 2010 was 12,470 per day versus 12,582 per day for 2009. Total weekend ridership has increased by 7.0% when compared to last year. Total Fiscal Year ridership is up by 2.8%.

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 November 2010	Actual November 2009	November '10 vs. '09 %	FY 11 Rider ship To Date	FY 10 Rider ship To Date	FYTD 11 vs '10 %
M-F	261,864	251,644	4.1%	1,303,946	1,276,829	2.1%
Saturday	19,360	19,495	-0.7%	110,038	96,979	13.5%
Sunday	17,144	20,708	-17.2%	92,770	86,651	7.1%
Holidays	4,258	3,990	6.7%	9,590	14,764	-35.0%
	302,626	295,837	2.3%	1,516,344	1,475,223	2.8%

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

Chart 1 - SFRTA Riders and Revenue Trends

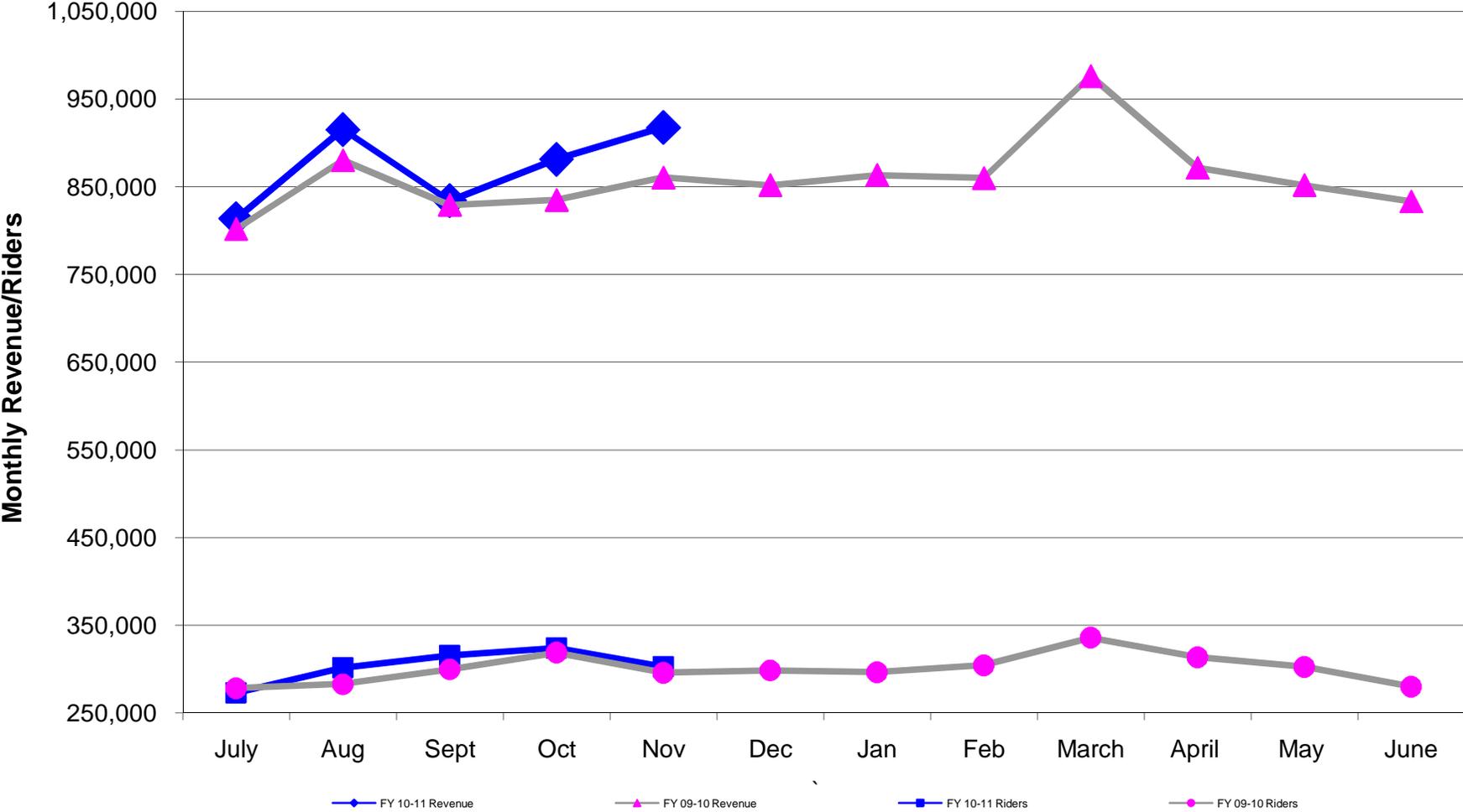


Chart 2 - SFRTA Riders

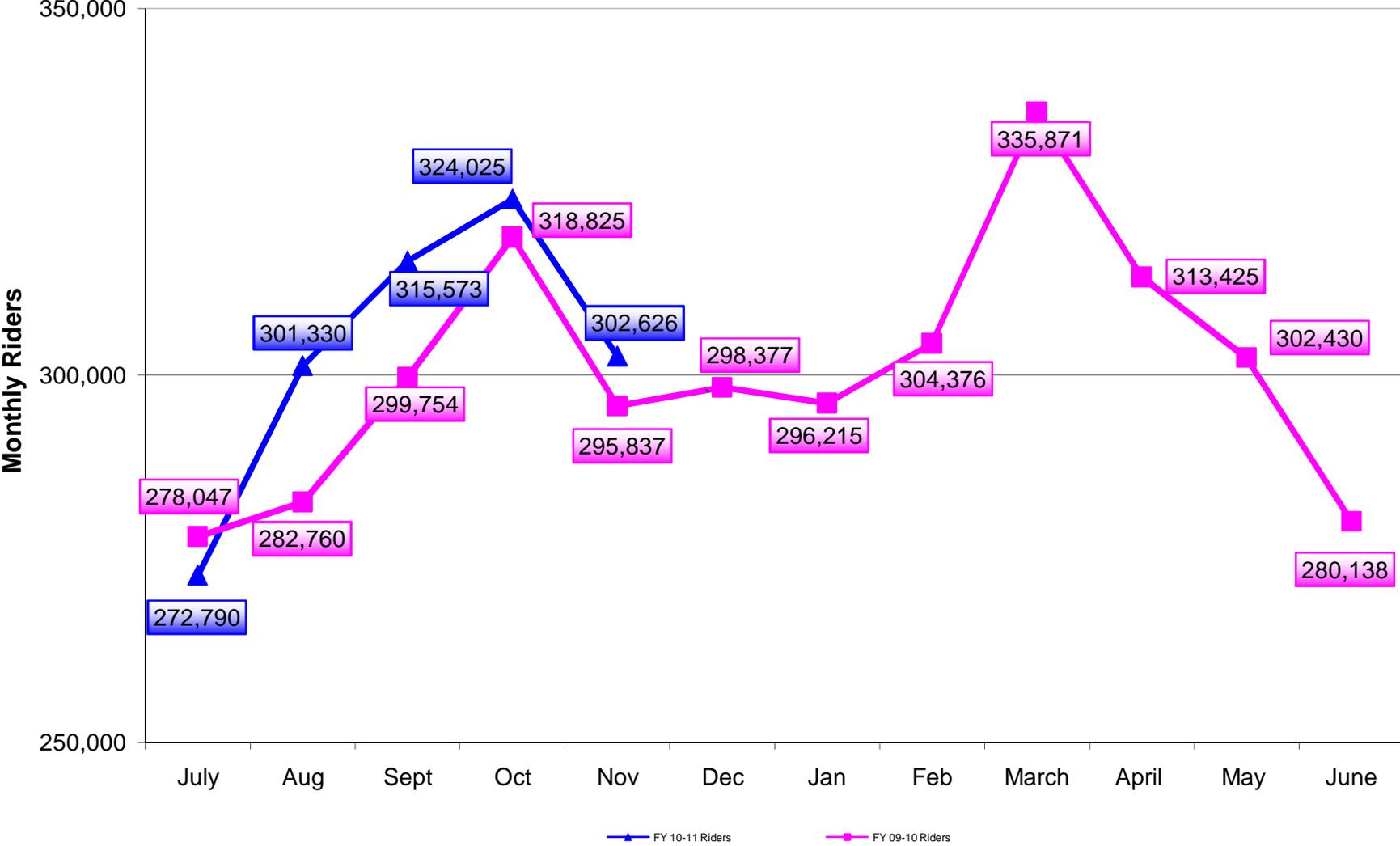
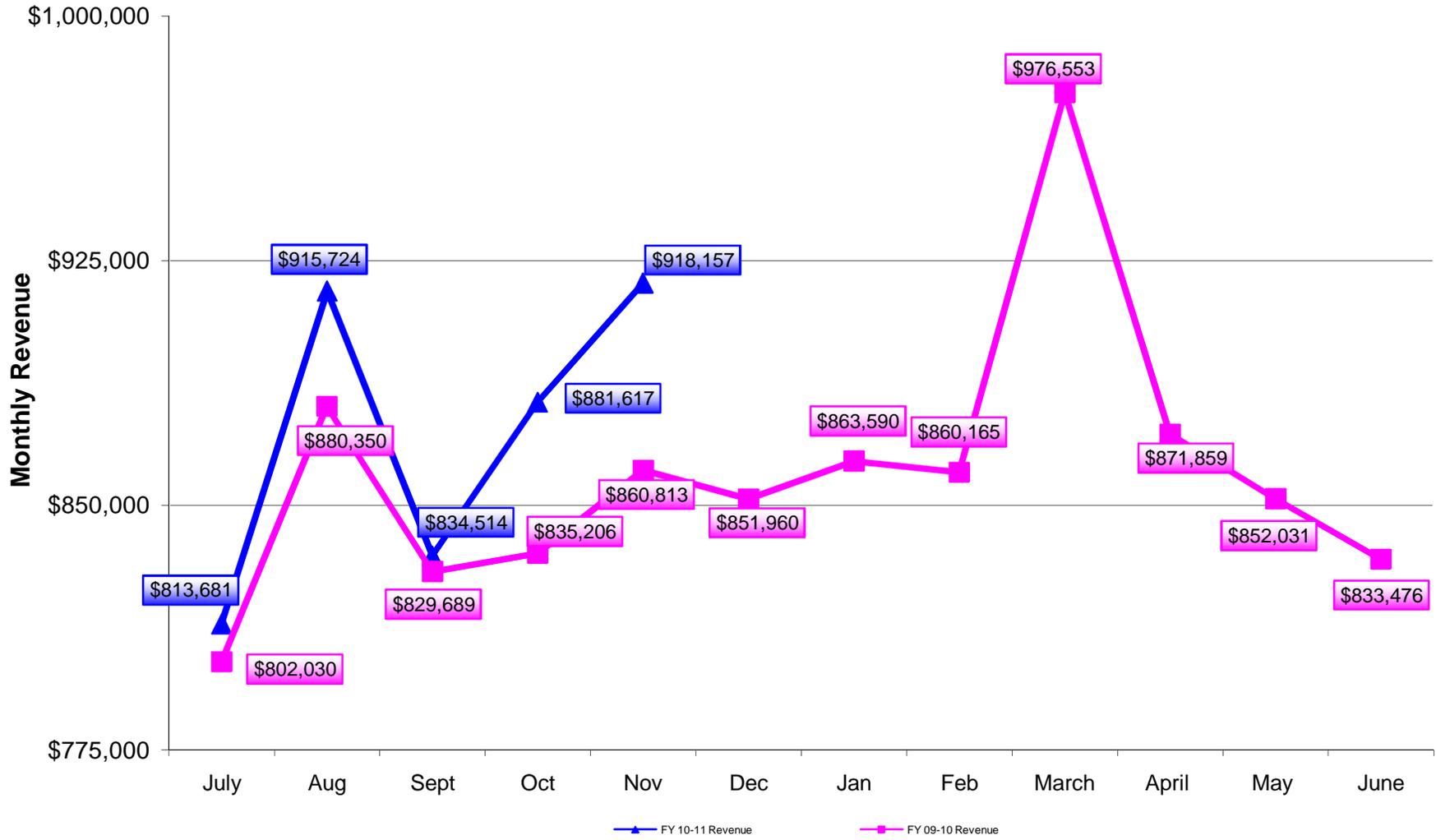


Chart 3 - SFRTA Revenue

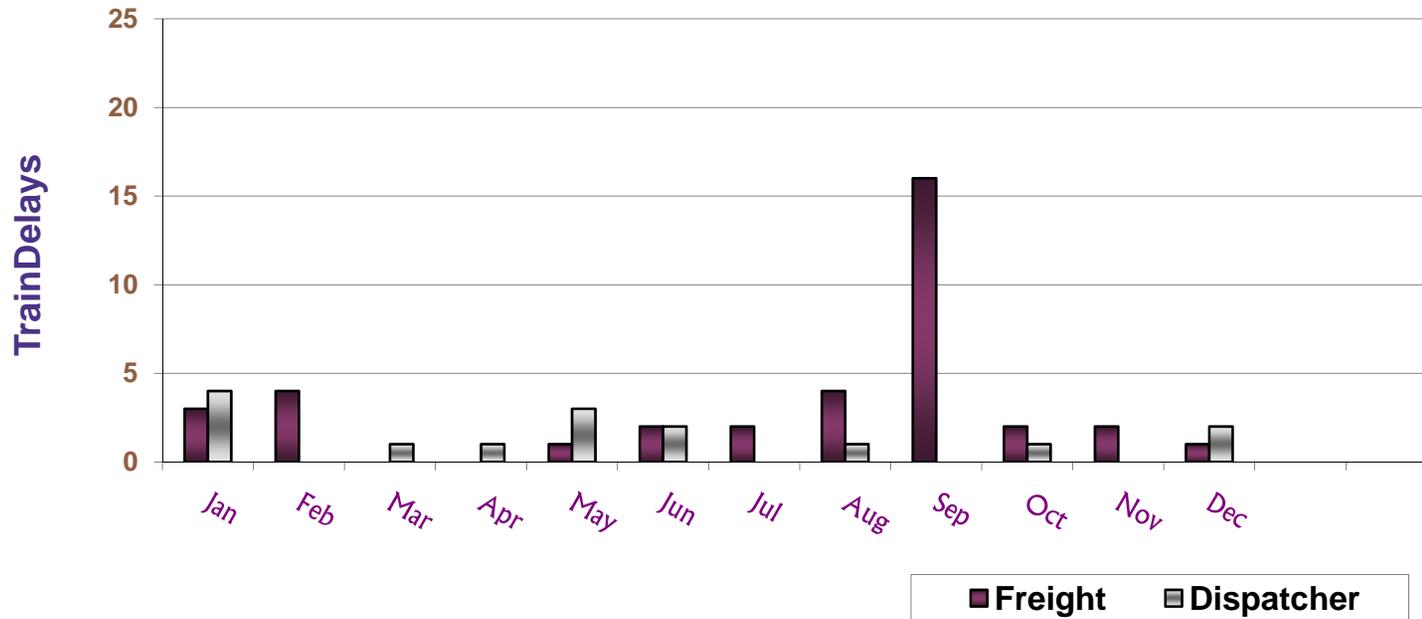



DECEMBER 2010 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			92.6%
OTP Station To Station			89.1%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	0	0	0.0%
SUB-TOTAL	0	0	0.0%
CSX AGREEMENT			
CSX FRIEIGHT	1	1	0.1%
LOCAL SWITCHER	0	0	0.0%
JAX DISPATCHER	2	2	0.2%
MOW	4	8	0.6%
SUB-TOTAL	7	11	0.9%
OUTSIDE CSX			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	3	7	0.5%
CSX RULE 100J	0	0	0.0%
SUB-TOTAL	3	7	0.5%
BOMBARDIER MECHANICAL	8	16	1.3%
VEOLIA TRANSPORTATION	0	0	0.0%
AMTRAK	1	1	0.1%
FEC DELAY	4	4	0.3%
WEATHER	0	0	0.0%
ROW FOUL	0	0	0.0%
SFRTA TRANSPORTATION	6	8	0.6%
OTHER	4	12	0.9%
3rd PARTY	5	13	1.0%
DMU MECHANICAL	6	8	0.6%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	2	3	0.2%
NBC DISPATCHER	0	0	0.0%
NBC OTHER	0	0	0.0%
ADA	2	3	0.2%
EFFICIENCY TESTING	1	4	0.3%
SUB-TOTAL	39	72	5.6%
TRAINS DELAYED		91	7.1%
TERMINATED / ANNULLED		4	0.3%
TRAINS ON TIME		1183	92.6%
TOTAL		1278	100.0%

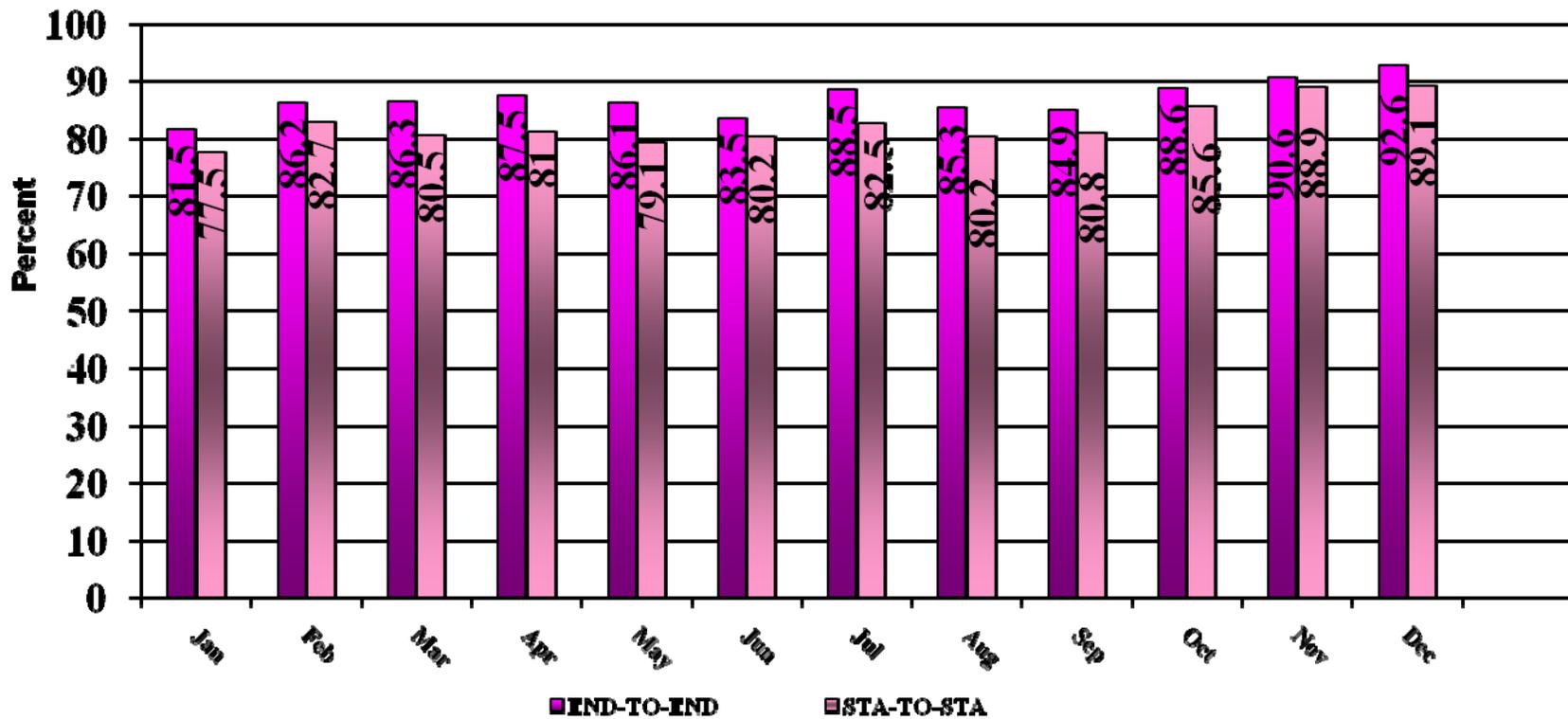


CSXT JAX Dispatcher & Freight Delays 2010



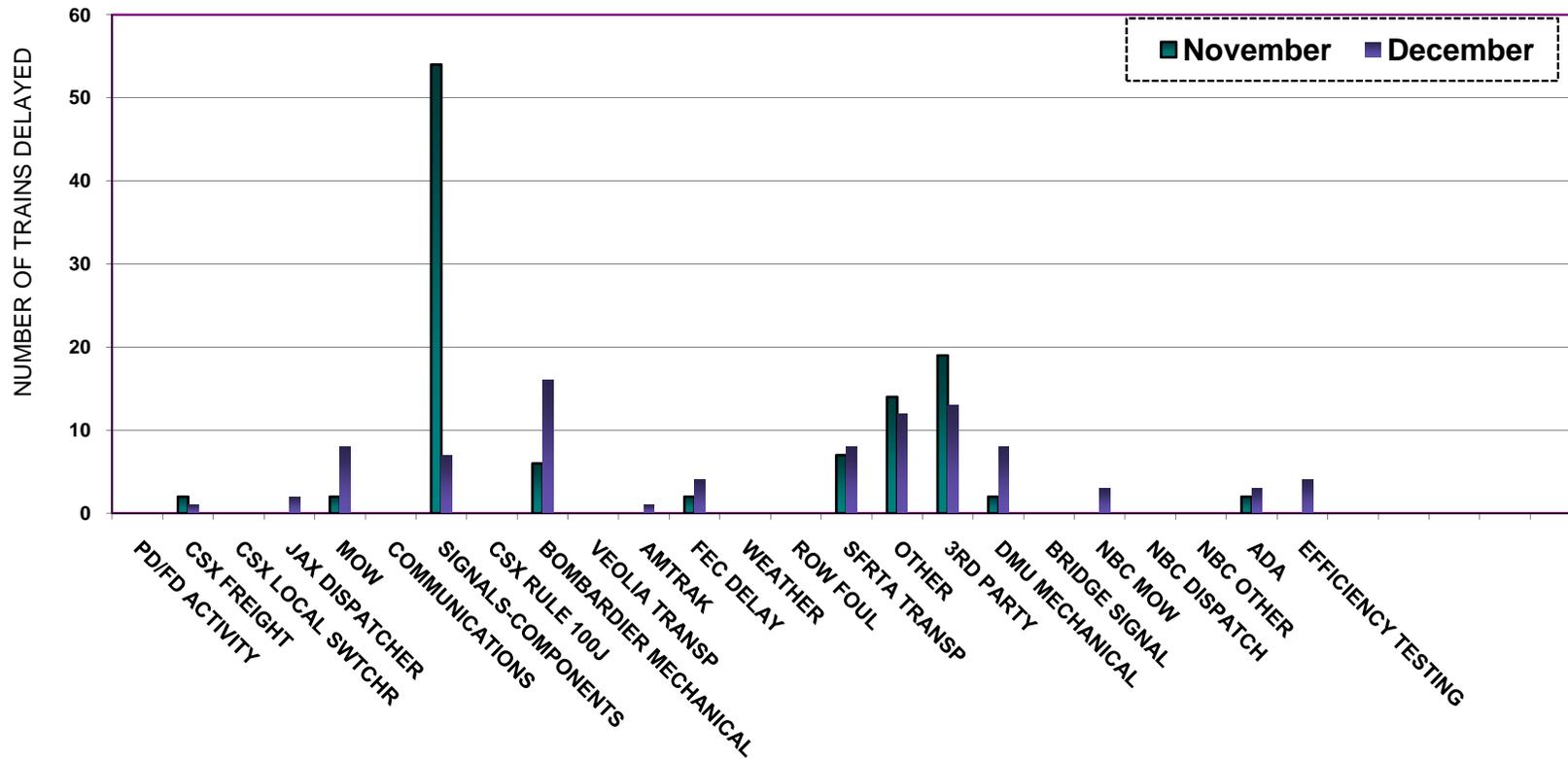


On-Time Performance Calendar Year 2010



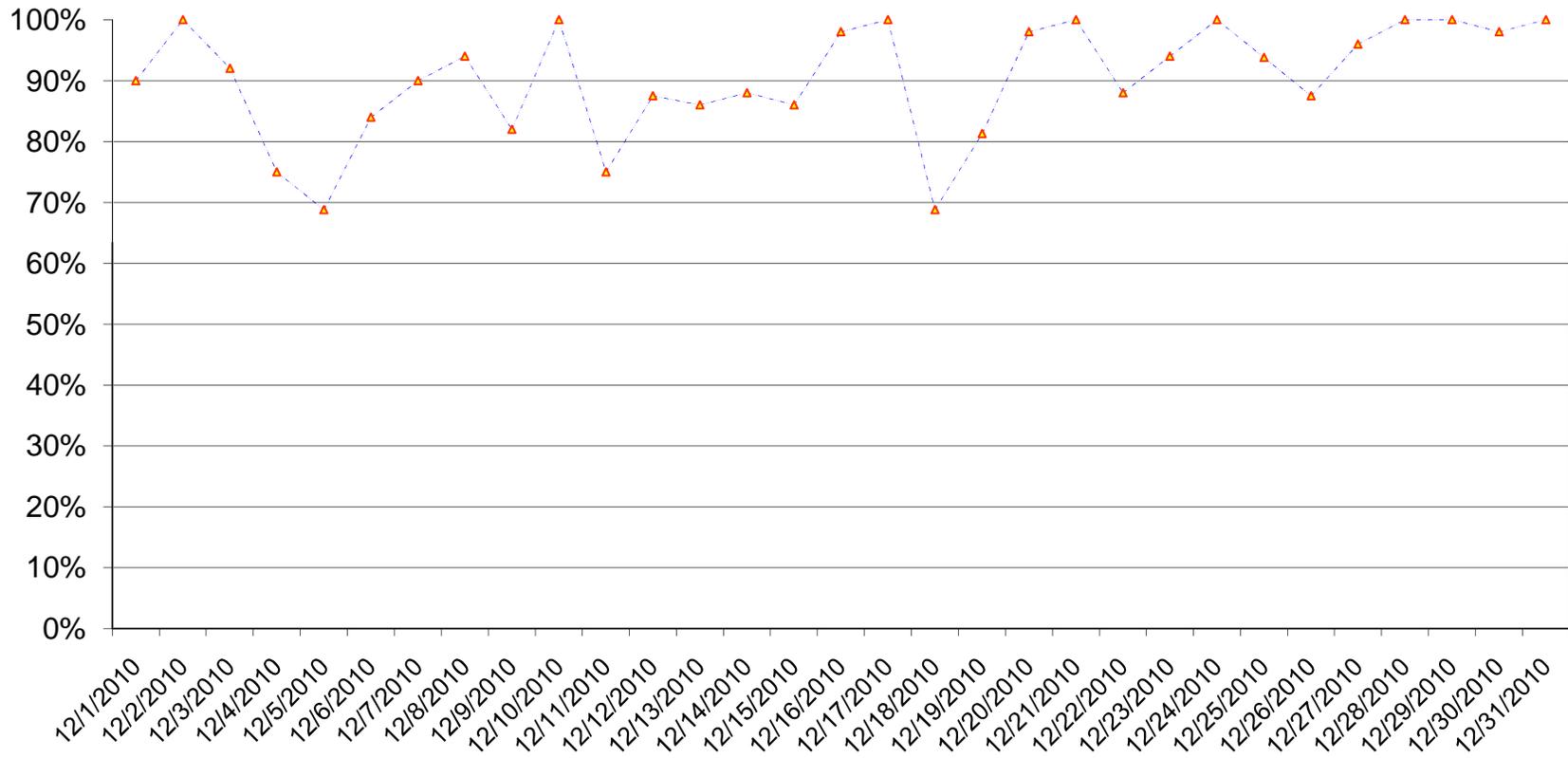


TRAIN DELAYS-2010

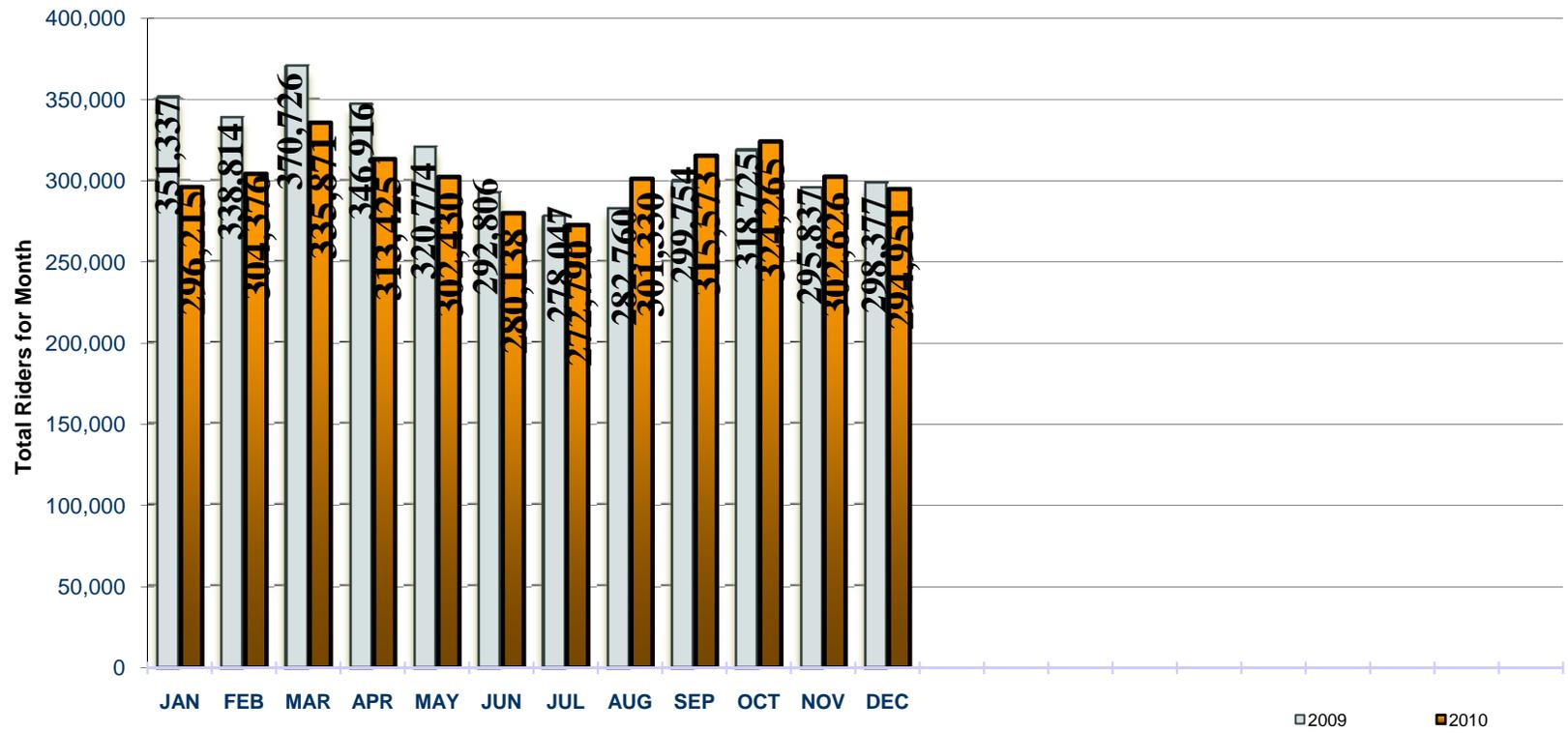




ON TIME PERFORMANCE END TO END DECEMBER - 2010



SFRTA Tri-Rail Monthly Ridership 2010

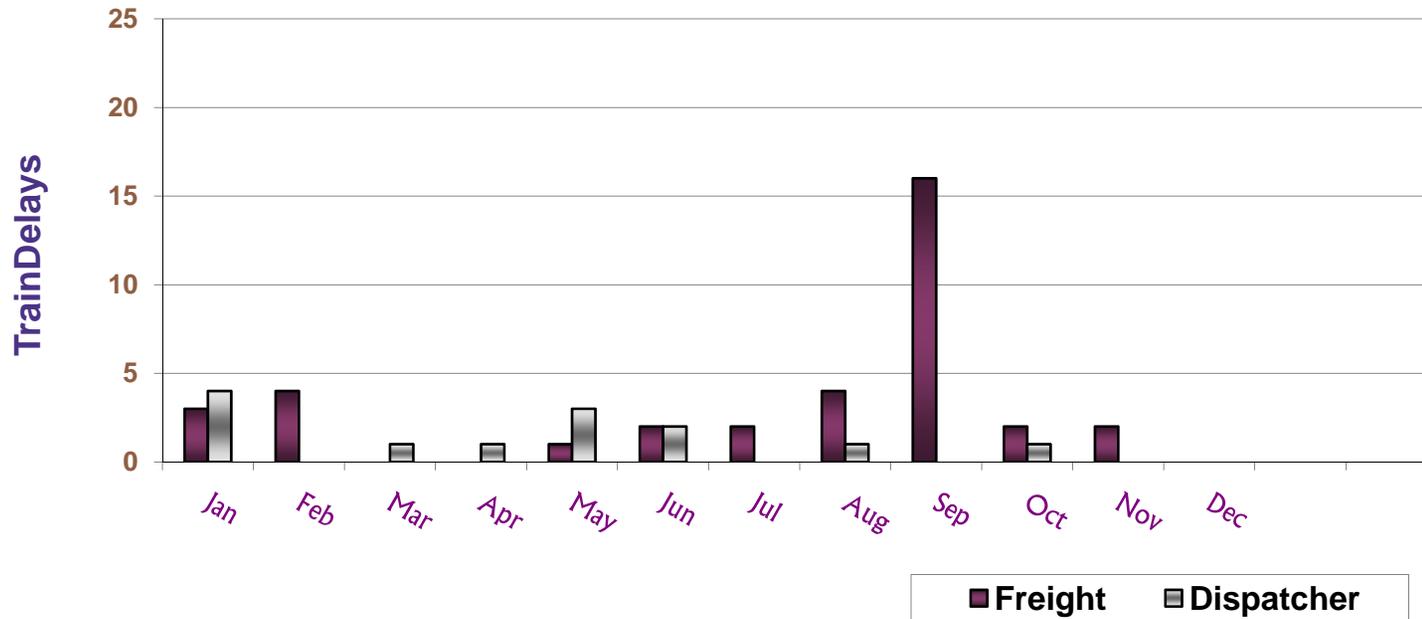



NOVEMBER 2010 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			90.6%
OTP Station To Station			88.9%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	0	0	0.0%
SUB-TOTAL	0	0	0.0%
CSX AGREEMENT			
CSX FRIEGHT	2	2	0.2%
LOCAL SWITCHER	0	0	0.0%
JAX DISPATCHER	0	0	0.0%
MOW	2	2	0.2%
SUB-TOTAL	4	4	0.3%
OUTSIDE CSX			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	8	54	4.5%
CSX RULE 100J	0	0	0.0%
SUB-TOTAL	8	54	4.5%
BOMBARDIER MECHANICAL	4	6	0.5%
VEOLIA TRANSPORTATION	0	0	0.0%
AMTRAK	0	0	0.0%
FEC DELAY	2	2	0.2%
WEATHER	0	0	0.0%
ROW FOUL	0	0	0.0%
SFRTA TRANSPORTATION	6	7	0.6%
OTHER	11	14	1.2%
3rd PARTY	7	19	1.6%
DMU MECHANICAL	1	2	0.2%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
NBC OTHER	0	0	0.0%
ADA	1	2	0.2%
EFFICIENCY TESTING	0	0	0.0%
SUB-TOTAL	32	52	4.4%
TRAINS DELAYED		110	9.2%
TERMINATED / ANNULLED		3	0.3%
TRAINS ON TIME		1081	90.5%
TOTAL		1194	100.0%

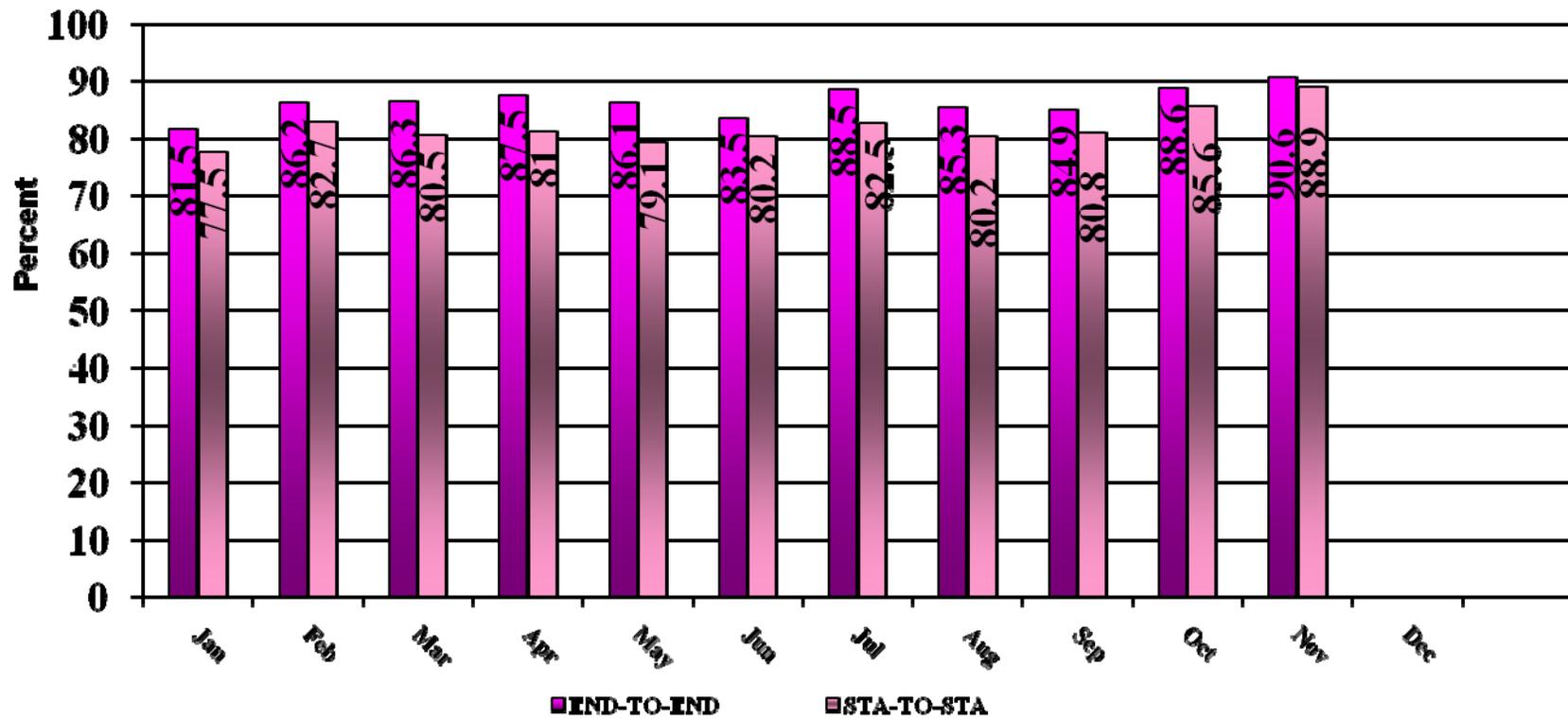


CSXT JAX Dispatcher & Freight Delays 2010



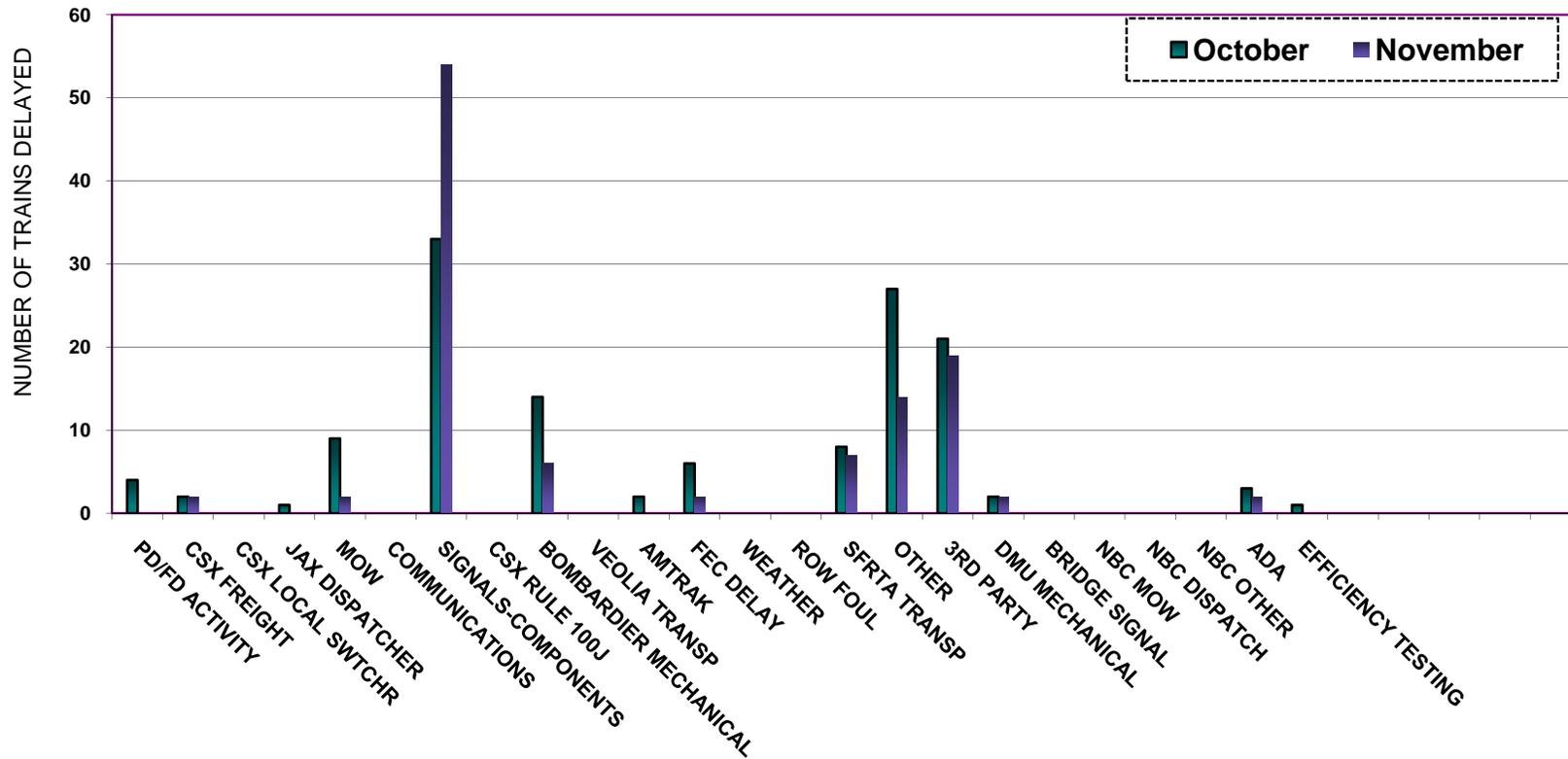


On-Time Performance Calendar Year 2010



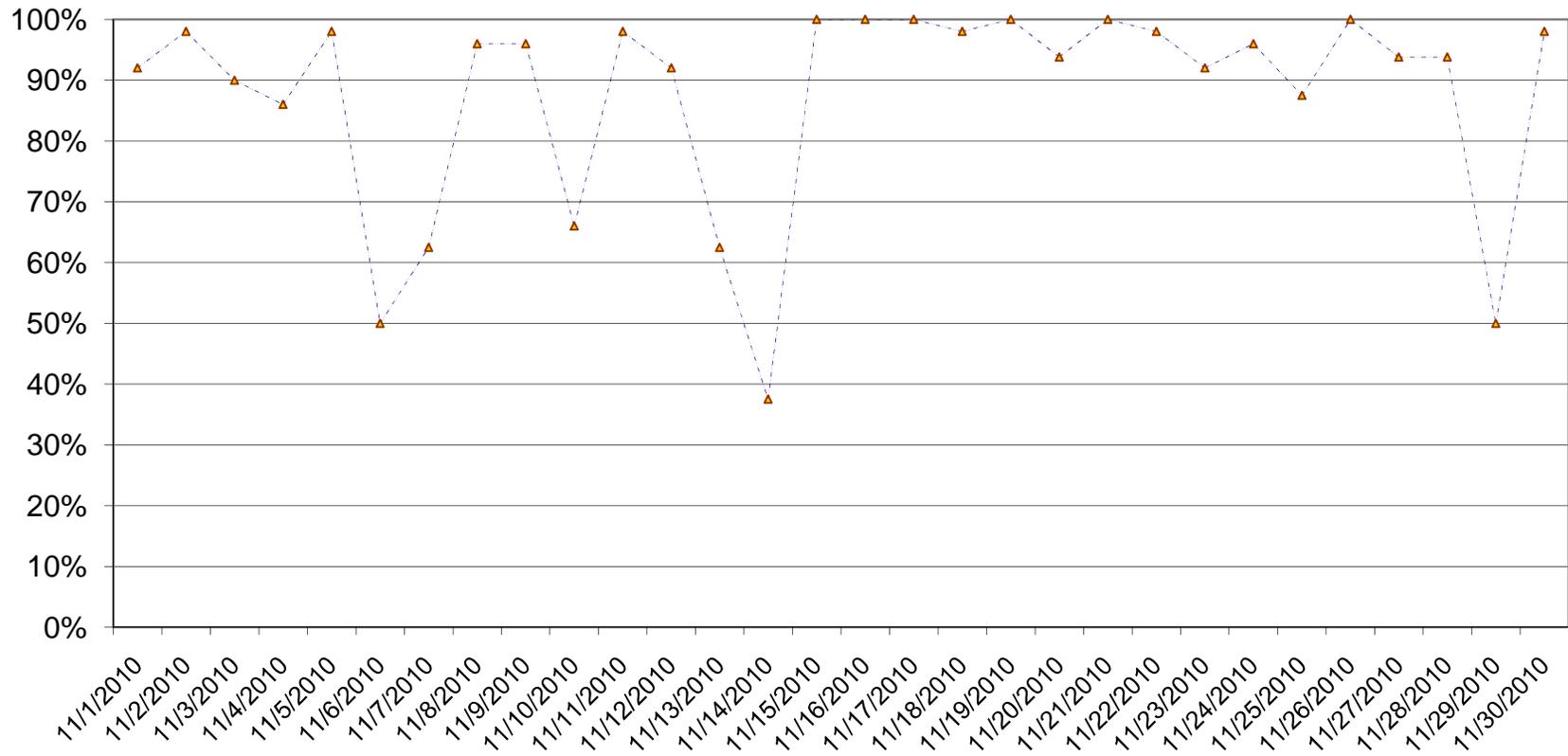


TRAIN DELAYS-2010

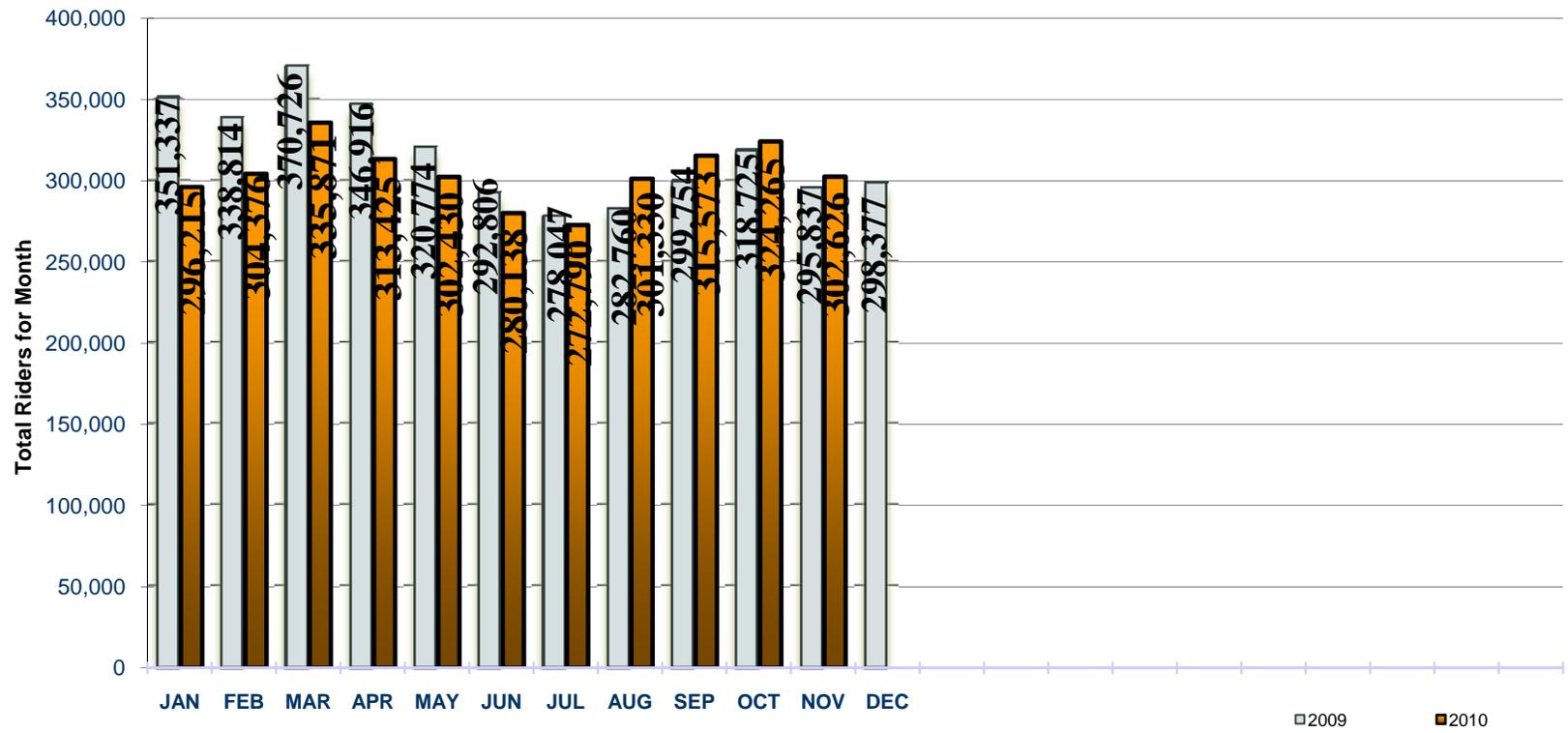




ON TIME PERFORMANCE END TO END NOVEMBER - 2010



SFRTA Tri-Rail Monthly Ridership 2010



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING DEPARTMENT MONTHLY SUMMARY FOR DECEMBER 2010
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 18 new employers and 156 new employees during the month of December.

The total number of EDP tickets recorded as sold in December was 2,365 and the total revenue generated was reported as \$133,976.30.

The following companies joined the EDP in December:

Employer	Enrollment Date	City
Broward Metropolitan Planning Organization (MPO)	12/02/2010	Fort Lauderdale
City Furniture	12/02/2010	Tamarac
Consulate General of Haiti	12/09/2010	Miami
Crystal Mover Services, Inc.	12/27/2010	Miami
Downtown Development Authority of Fort Lauderdale	12/17/2010	Fort Lauderdale
Florida Finest Linen Service	12/09/2010	Fort Lauderdale
G2 Secure Staff	12/30/2010	Fort Lauderdale
Hoover Canvas Products	12/21/2010	Fort Lauderdale
Marinosci Law Group, Inc.	12/03/2010	Fort Lauderdale
Miraklet, LLC	12/22/2010	Delray Beach
Motion Brite	12/30/2010	Boca Raton
Sodexo	12/20/2010	Miami
SSPS, Inc. dba Smith Manufacturing Company	12/16/2010	Pompano Beach
St. Francis of Assisi	12/03/2010	Riviera Beach
Teleperformance ASD	12/14/2010	North Lauderdale
Valley Forge Fabrics	12/02/2010	Pompano Beach
World Broadcasting Partners dba Holavision	12/22/2010	West Palm Beach
Xpert Elevator Services, Inc.	12/09/2010	Royal Palm Beach

EDP SALES MISSIONS

Employer	City
City of Miami Beach	Miami Beach
Comcast Cable, Inc.	Miramar
Crystal Mover Service, Inc.	Miami
Direct Airline Services	Miami Gardens
eDerm Systems	Boca Raton
Evergreen Logistics Consultants	Delray Beach
Fort Lauderdale Downtown Development Authority	Fort Lauderdale
Hoover Canvas Products	Fort Lauderdale
Motorcycle Training Institute	Opa-locka
Scarano Marine, Inc.	Fort Lauderdale
Wachovia Bank	West Palm Beach

MARKETING DEPARTMENT – DECEMBER ACTIVITIES:

EASY CARD

As the preparation for the EASY Card transition continues, Employer Discount Program (EDP) Outreach Team members attended a Card5 workshop for the equipment that affixes photographs to the cards. This is part of the new process for registering Tri-Rail passengers who ride at a discount. In addition, promotional material advising passengers that the “EASY Card is Coming Soon” was distributed on all trains and at all stations.

PRESENTATION

SFRTA Marketing and Executive Department staff members joined to offer a presentation at a workshop held by the Center for Independent Living of Broward, in Fort Lauderdale. The forum provided an opportunity to present Tri-Rail as a valuable community service for persons with disabilities.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- Center for Urban Transportation Research – Weekly Webinar
- EASY Card Transition Team Meetings – Bi-weekly
- Greater Fort Lauderdale Convention & Visitors Bureau’s – Annual Sunational Service Courtesy Awards Luncheon
- South Florida Media Coalition – Monthly Meeting

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING DEPARTMENT MONTHLY SUMMARY FOR NOVEMBER 2010
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 15 new employers and 160 new employees during the month of November.

The total number of EDP tickets recorded as sold in November was 2,866 and the total revenue generated was reported as \$165,010.

The following companies joined the EDP in November:

Employer	Enrollment Date	City
Adhesives Technology Corporation	11/05/2010	Pompano Beach
ASAP Lick Safe & Key	11/12/2010	Dania Beach
Broward ENT Services	11/08/2010	Plantation
Daniel's Die Cutting, Inc.	11/18/2010	Hialeah
Execuflight, Inc.	11/23/2010	Fort Lauderdale
Expedited Travel	11/05/2010	West Palm Beach
First Choice Insurance Solutions, Inc.	11/18/2010	Hollywood
International Automotive Warehouse	11/12/2010	Oakland Park
Medvance Institute	11/18/2010	Palm Springs
Miami Rescue Mission, Inc.	11/12/2010	Miami
Radius Professional Surveyor & Mapper, LLC	11/05/2010	Boca Raton
Rozalyn H. Paschal, MD	11/18/2010	Miami
Sunburst Farms, Inc.	11/12/2010	Miami
Switchtech International dba Teleswitch	11/01/2010	Doral
White Orchid Pharmacy	11/18/2010	Hollywood

EDP SALES MISSIONS

Employer	City
Teleperformance	Boca Raton

MARKETING DEPARTMENT – NOVEMBER ACTIVITIES:

BENEFIT FAIRS

Several Employer Discount Program (EDP) Employers in Palm Beach County invited the EDP Outreach Team to promote Tri-Rail during each of their respective benefit fairs. The City of West Palm Beach held their event at the City Center Library, which connects employees to the West Palm Beach Station via Palm Tran. Office Depot hosted their event at their new headquarters in Boca Raton, which employees can access from Tri-Rail with special shuttle service provided by the City of Boca Raton. U.S. Epperson Underwriting Company had their annual event in their Boca Raton office, where employees can connect to Tri-Rail, via the Boca Center Shuttle.

CAREER DAY

Marketing Department staff members were invited to perform a presentation at the Career Day for Sheridan Park Elementary School in Hollywood. Students learned about potential careers with the SFRTA/Tri-Rail, and watched a video about being safe around railroad tracks.

GREEN EVENT

In partnership with the Gold Coast Clean Cities Coalition, the SFRTA Marketing Department helped staff a booth at the Wyland Living Green Fair at Mizner Park in Boca Raton. The weekend-long event drew thousands of visitors who learned about many of the advances reached in conserving our planet.

TENANT PRESENTATION

SFRTA Marketing staff joined with outreach members from South Florida Commuter Services (SFCS), South Florida Vanpools (SFVP) and MRG Management, to offer a presentation regarding alternative transportation choices to the tenants of two buildings managed by The Hogan Companies at the Blue Lagoon Office Park in Miami.

TRANSPORTATION DAYS

Marketing Department staff members were present for the Miami-Dade County Employee Commuter Campaign for two days, which consisted of staffing a display table at the Stephen P. Clark Government Center in Downtown Miami. Employees and members of the public were able to access a group of several transportation agencies that promoted alternative modes of transportation; including, Miami-Dade Transit, SFCS, SFVP, Miami-Dade Metropolitan Planning Organization, and others. Nova Southeastern University (NSU) also had Tri-Rail, SFCS and Broward County Transit representatives attend their Transportation Day at the Davie Campus, where students were able to learn about discounts offered on their rides to school.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- Center for Urban Transportation Research – Weekly Webinar
- EASY Card Transition Team Meetings – Bi-weekly
- Florida Atlantic University – Student Orientation
- Florida Marlins Sustainable Transit at Marlins Ballpark – Bi-weekly Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

December 2010

Revenue:

Train Revenue

For December 2010 year-to-date (YTD) actual revenue is up \$202,416 or 4% when compared to the FY 2010/11 YTD budgeted revenue. Actual revenue for FY 2010-11 increased by \$303,617 or 6% when compared to the FY 2009/10 YTD actual revenue. This increase can be attributed to an increase in ridership as well as an increase in fuel prices.

Operating Assistance

FY 2011 is the first year SFRTA has received money from the FDOT Transportation Trust Fund, which is why actual revenues for FY 2011 have increased by \$9,241,638 or 100% when compared to FY 2010.

FHWA and FTA revenues are respectively \$370,840 and \$1,189,565 or 24% and 52% below budget when compared to the FY 2010/11 YTD budget. Actual FHWA and FTA revenues FY 2010/11 have decreased approximately \$834,091 and \$4,507,402 or 41% and 81% respectively due to timing differences in FY 2011 revenues.

Expenses:

As of December 2010, the SFRTA expenses are \$1,724,310 or 5% below budget when compared to the FY 2010/11 YTD budgeted expense. All expenses are well within budget.

Train Operations are approximately \$570,356 or 4% below budget when compared to the FY 2010/11 YTD budget. Actual train operations expense FY 2010/11 has increased approximately \$984,121 or 7% when compared to FY 2009/10 YTD actual. This increase can be attributed to higher costs associated with the station maintenance and the train operations contracts.

The major categories within Train Operations include Train Fuel, Security, Insurance and Feeder Service.

- Train fuel expense is approximately \$125,518 or 4% below budget when compared to the FY 2010/11 YTD budget. Actual fuel expense for FY 2010/11 has increased approximately \$291,309 or 11% when compared to FY 2009/10 YTD actual. This increase can be attributed to rising fuel prices in our economy.

AGENDA ITEM NO. E

- Feeder bus expense is approximately \$87,689 or 4% below budget when compared to the FY 2010/11 YTD budget. Actual feeder bus expense for FY 2010/11 has decreased approximately \$107,448 or 5% when compared to FY 2009/10 YTD actual.

Personnel Expenses are approximately \$204,114 or 5% below budget when compared to the FY 2010/11 YTD budget. Actual personnel expense for FY 2010/11 has increased approximately \$372,719 or 9% when compared to FY 2009/10 actual. This increase can be attributed to an additional legal counsel staff employee as well as the hiring of positions that were previously not filled.

Professional Services as a whole are approximately \$33,506 or 6% below budget when compared to the FY 2010/11 YTD budget. Actual professional services for FY 2010/11 have increased approximately \$165,702 or 45% when compared to FY 2009/10 actual due to timing differences in FY 2011 professional services.

General and Administrative Expenses are approximately \$228,385 or 19% below budget. Actual general and administrative expenses for FY 2010/11 have increased approximately \$98,411 or 12% when compared to FY 2009/10 actual. Some categories within General and Administrative expense are Business travel, General Training, and Dues and subscriptions.

- Business travel expense is approximately \$58,496 or 59% below budget when compared to the FY 2010/11 YTD budget. Actual business travel expense for FY 2010/11 has decreased approximately \$6,385 or 14% when compared to FY 2009/10 actual. This decrease can be attributed to limited amount of travel at this time of the year.
- General training expense is approximately \$42,446 or 71% below budget when compared to the FY 2010/11 YTD budget. Actual general training expense for FY 2010/11 has is in line when compared to FY 2009/10 actual.
- Dues and Subscriptions is approximately \$12,049 or 12% below budget when compared to the FY 2010/11 YTD budget. Actual dues and subscriptions for FY 2010/11 have increased approximately \$6,084 or 7% when compared to FY 2009/10 actual. The slight increase can be attributed to new dues with outside agencies.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
12/01/10 TO 12/31/10

REVENUE	DECEMBER 2010 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2010-11 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$878,772	\$5,363,665	\$5,161,249	\$202,416	\$10,426,659	\$5,062,994
Interest Income / Other Income	12,132	87,203	85,999	1,204	172,000	84,797
TOTAL TRAIN REVENUE	\$890,904	\$5,450,868	\$5,247,248	\$203,620	\$10,598,659	\$5,147,791
OPERATING ASSISTANCE						
FDOT Operating JPA	1,026,053	8,734,396	8,772,611	(38,215)	\$12,705,000	3,970,604
FDOT-Transportation Trust Fund	1,235,000	9,241,638	9,282,167	(40,529)	13,300,000	4,058,362
FDOT Feeder Service JPA	642,977	2,147,941	2,247,578	(99,637)	3,135,150	987,209
FDOT Contracted Dispatch Service	213,750	1,460,796	1,492,897	(32,101)	2,200,000	739,204
FDOT Marketing	12,860	12,860	35,714	(22,854)	250,000	237,140
FHWA	244,911	1,200,387	1,574,999	(374,612)	4,000,000	2,799,613
FTA Assistance	586,900	1,104,435	2,294,000	(1,189,565)	11,876,001	10,771,566
FTA-Designated Recipient Fees	-	-	-	-	63,700	63,700
FTA-JARC/New Freedom Administration	-	-	-	-	1,084,839	1,084,839
FTA-JARC/New Freedom Match	-	-	-	-	425,425	425,425
Counties Contribution	543,403	1,434,584	1,565,001	(130,417)	4,695,000	3,260,416
Other Local Funding	-	-	-	-	190,000	190,000
TOTAL ASSISTANCE	4,505,854	25,337,037	27,264,967	(1,927,930)	53,925,115	28,588,078
TOTAL REVENUE	\$5,396,758	\$30,787,905	\$32,512,215	(\$1,724,310)	\$64,523,774	\$33,735,869

EXPENSES	DECEMBER 2010 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2010-11 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,636,710	15,776,426	16,346,782	570,356	30,933,022	15,156,596
Train and Station Maintenance	1,479,322	8,676,095	9,100,842	424,747	19,222,227	10,546,132
Personnel Expenses	1,050,650	4,742,311	4,946,425	204,114	10,692,849	5,950,538
Professional Fees	76,705	537,024	570,530	33,506	823,737	286,713
General & Administrative Expenses	159,319	972,346	1,200,731	228,385	2,340,351	1,368,005
Marketing Expenses	77,302	525,353	584,406	59,053	986,588	461,235
Reserve	-	-	250,001	250,001	500,000	500,000
Expenses Transferred to Capital	(83,250)	(441,650)	(487,500)	(45,850)	(975,000)	(533,350)
TOTAL EXPENSES	5,396,758	30,787,905	32,512,215	1,724,310	\$64,523,774	\$33,735,869

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
DECEMBER 31, 2010 & 2009**

	Curent Year						Prior Year Comparison	
	Dec 2010 Actual	Dec 2010 Budget	Variances	YTD 2011 Actual	YTD Budget	Variances	YTD 2010 Actual	Variances
Revenues:								
Train Revenue	\$878,772	\$868,999	\$9,773	\$5,363,665	\$5,161,249	\$202,416	\$5,060,048	\$303,617
Interest/Dividend Income	12,132	14,333	(2,201)	87,203	85,999	1,204	64,629	22,574
							-	
Total Train Revenue	890,904	883,332	7,572	5,450,868	5,247,248	203,620	5,124,677	326,191
Operating Assistance:								
FDOT Operating JPA	1,026,053	1,041,025	(14,972)	8,734,396	8,772,611	(38,215)	8,958,618	(224,222)
FDOT-Transportation Trust Fund	1,235,000	1,308,333	(73,333)	9,241,638	9,282,167	(40,529)	-	9,241,638
FDOT Feeder Service JPA	642,977	686,577	(43,600)	2,147,941	2,247,578	(99,637)	1,475,103	672,838
FDOT Contracted Dispatch Service	213,750	258,333	(44,583)	1,460,796	1,492,897	(32,101)	1,846,767	(385,971)
FDOT Marketing	12,860	35,714	(22,854)	12,860	35,714	(22,854)	140,723	(127,863)
FHWA	244,911	358,333	(113,422)	1,200,387	1,574,999	(374,612)	2,038,250	(837,863)
FTA Assistance	586,900	702,469	(115,569)	1,104,435	2,294,000	(1,189,565)	5,611,837	(4,507,402)
FTA-Designated Recipient Fees	-	-	-	-	-	-	-	-
FTA-JARC/New Freedom Administration	-	-	-	-	-	-	-	-
FTA-JARC/New Freedom Match	-	-	-	-	-	-	-	-
Transfer Fund from Capital	-	-	-	-	-	-	1,335,000	(1,335,000)
Counties Contribution	543,403	1,043,334	(499,931)	1,434,584	1,565,001	(130,417)	782,500	652,084
Other Local Funding	-	-	-	-	-	-	161,719	(161,719)
Total Operating Assistance	4,505,854	5,434,118	(928,264)	25,337,037	27,264,967	(1,927,930)	22,350,517	2,986,520
Total Revenue	\$5,396,758	\$6,317,450	(\$920,692)	\$30,787,905	\$32,512,215	(\$1,724,310)	\$27,475,194	\$3,312,711

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
DECEMBER 31, 2010 & 2009**

	Curent Year						Prior Year Comparison	
	Dec 2010 Actual	Dec 2010 Budget	Variances	YTD 2011 Actual	YTD Budget	Variances	YTD 2010 Actual	Variances
Expenses:								
Train Operations								
Train Operations Contract	\$958,448	\$1,112,224	(153,776)	\$5,549,518	\$5,604,759	(55,241)	\$4,650,650	\$898,868
Train Operation - Fuel	517,899	535,269	(17,370)	3,086,097	3,211,615	(125,518)	2,794,788	291,309
Emergency Bus Service	-	4,286	(4,286)	-	15,000	(15,000)	-	-
Security Contract	375,651	505,875	(130,224)	2,456,699	2,610,250	(153,551)	2,407,952	48,747
Feeder Bus	701,446	723,051	(21,605)	2,475,614	2,563,303	(87,689)	2,583,062	(107,448)
Station Utilities	49,004	64,016	(15,012)	310,895	365,000	(54,105)	304,761	6,134
EMS Boards	28,060	31,679	(3,619)	68,810	70,001	(1,191)	39,493	29,317
Special Trains	-	514	(514)	-	1,800	(1,800)	-	-
Insurance	528	29,090	(28,562)	1,796,901	1,835,132	(38,231)	1,971,738	(174,837)
Toll Free Numbers	5,474	10,130	(4,656)	30,563	48,000	(17,437)	38,215	(7,652)
Alarm System	200	2,839	(2,639)	1,329	10,500	(9,171)	1,646	(317)
APTA Dues	-	2,714	(2,714)	-	11,421	(11,421)	-	-
Total Train Operations	2,636,710	3,021,687	(384,977)	15,776,426	16,346,782	(570,356)	14,792,305	984,121
Train and Station Maintenance								
Train Maintenance	956,014	1,047,994	(91,980)	5,436,464	5,488,334	(51,870)	5,654,152	(217,688)
Station Maintenance	311,049	365,570	(54,521)	1,717,252	1,737,197	(19,945)	-	1,717,252
ROW Maintenance	17,557	45,732	(28,175)	197,436	263,857	(66,421)	108,922	88,514
TVM Maintenance	28,748	46,082	(17,334)	143,175	198,500	(55,325)	124,542	18,633
Dispatch	165,954	262,544	(96,590)	1,181,768	1,412,954	(231,186)	1,147,783	33,985
Total Train and Station Maintenance	1,479,322	1,767,922	(288,600)	8,676,095	9,100,842	(424,747)	7,035,398	1,640,697
Personnel Expenses								
Salaries and Wages	817,061	866,558	(49,497)	3,610,369	3,657,107	(46,738)	3,328,049	282,320
Taxes	52,156	61,370	(9,214)	235,496	281,467	(45,971)	228,385	7,111
Group Insurance	89,537	114,036	(24,499)	511,288	570,001	(58,713)	469,726	41,562
Pension	91,896	93,206	(1,310)	385,158	437,851	(52,693)	343,431	41,727
Total Personnel Expenses	1,050,650	1,135,170	(84,520)	4,742,311	4,946,425	(204,114)	4,369,592	372,719
Professional Services								
Auditing Services	16,580	16,580	-	89,235	89,237	(2)	89,235	(0)
Legal Services	3,750	6,048	(2,298)	66,414	77,464	(11,050)	90,963	(24,549)
Professional Services	56,375	68,500	(12,125)	381,375	403,829	(22,454)	191,123	190,252
Total Professional Services	76,705	91,128	(14,423)	537,024	570,530	(33,506)	371,322	165,702

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
DECEMBER 31, 2010 & 2009**

	Curent Year						Prior Year Comparison	
	Dec 2010 Actual	Dec 2010 Budget	Variances	YTD 2011 Actual	YTD Budget	Variances	YTD 2010 Actual	Variances
General and Administrative Expenses								
Bank & Credits Cards Fees	31,572	41,131	(9,559)	160,652	170,123	(9,471)	151,851	8,801
Building Maintenance	7,516	19,094	(11,578)	48,860	73,973	(25,113)	51,496	(2,636)
Business Travel	3,287	17,312	(14,025)	40,904	99,400	(58,496)	47,289	(6,385)
Materials & Supplies	12,090	16,510	(4,420)	46,522	71,250	(24,728)	45,825	697
Membership/Dues/Subscriptions	3,702	8,669	(4,967)	93,991	106,040	(12,049)	87,907	6,084
Office Rent	59,211	61,813	(2,602)	355,349	364,416	(9,067)	334,341	21,008
Printing & Advertising	1,873	7,447	(5,574)	22,445	34,566	(12,121)	13,385	9,060
Seminars and Training	7,670	15,764	(8,094)	17,784	60,230	(42,446)	17,674	110
Telecommunications	25,630	28,812	(3,182)	154,788	166,458	(11,670)	94,399	60,389
Vehicle Operations & Maintenance	4,797	10,317	(5,520)	26,279	44,749	(18,470)	26,705	(426)
Miscellaneous Personnel Expenses	1,971	2,321	(350)	4,772	9,525	(4,753)	3,064	1,708
Total General and Administrative Exp	159,319	229,190	(69,871)	972,346	1,200,731	(228,385)	873,935	98,411
Marketing Expenses								
Advertising	3,000	3,522	(522)	18,345	19,999	(1,654)	15,569	2,776
Special Programs	1,750	5,470	(3,720)	13,463	25,001	(11,538)	27,496	(14,033)
Customer Service/Information	8,384	10,087	(1,703)	51,665	60,878	(9,213)	65,302	(13,637)
Marketing Contract	49,531	64,993	(15,462)	339,582	346,002	(6,420)	312,974	26,608
Promotional Materials	1,026	1,863	(837)	7,987	10,001	(2,014)	12,290	(4,307)
Smart Card/Easy Card Campaign	12,500	24,755	(12,255)	89,214	116,177	(26,963)	-	89,214
Marketing Supplies	1,111	1,245	(134)	5,097	6,348	(1,251)	11,210	(6,113)
Total Marketing Expenses	77,302	111,935	(34,633)	525,353	584,406	(59,053)	444,842	80,507
Reserves and Transfers								
Reserve	-	41,667	(41,667)	-	250,001	(250,001)	-	-
Expenses Transferred to Capital	(83,250)	(81,250)	(2,000)	(441,650)	(487,500)	45,850	(412,200)	(29,450)
Total Reserves and Transfers	(83,250)	(39,583)	(43,667)	(441,650)	(237,499)	(204,151)	(412,200)	(29,450)
Total Expenses	\$5,396,758	\$6,317,450	(\$920,692)	\$30,787,905	\$32,512,215	(\$1,724,310)	27,475,194	3,312,711
Net Income	-	-	-	-	-	-	-	-

SFRTA**FARE RECOVERY RECOVERY RATIO**

	<u>DECEMBER 2010</u>	<u>DECEMBER 2010 YEAR TO DATE</u>
TRAIN REVENUE	\$ 878,772	\$ 5,363,665
TOTAL EXPENSES*	5,396,758	30,787,905
LESS:		
FEEDER SERVICE	701,446	2,475,614
DISPATCH	165,954	1,181,768
PLANNING	94,807	395,065
TOTAL PASS-THROUGH EXPENSES	962,207	4,052,447
TOTAL EXPENSES LESS PASS-THROUGH EXPENSES*	\$ 4,434,551	\$ 26,735,458
FARE BOX RECOVERY RATIO **	20%	20%

*Based on estimates (accruals) and actual figures.

**Based on estimates and actual figures. At year - end, the ratio will be a function of actual expenses

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
DECEMBER 31, 2010

ASSETS

Current assets:

Cash and cash equivalents	\$ 86,566,233
Accounts receivable:	
State Grants	3,141,126
Federal Grants	2,477,998
Other	485,317
Prepaid expenses	8,519
Deposits	<u>14,499</u>
Total current assets	<u>92,693,692</u>

Noncurrent assets:

Capital assets (net of accumulated depreciation)	<u>562,579,444</u>
Total noncurrent assets	<u>562,579,444</u>
Total assets	<u><u>\$ 655,273,136</u></u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 2,149,318
Accruals	5,367,579
Compensated absences	342,279
Deferred revenue	15,856,442
Due to other governmental units	<u>11,505</u>
Total current liabilities	<u>23,727,123</u>

Noncurrent liabilities:

Compensated absences	513,418
Deposits	1,620,438
Advances from FDOT	<u>2,000,000</u>
Total noncurrent liabilities	<u>4,133,856</u>
Total liabilities	<u><u>\$ 27,860,979</u></u>

NET ASSETS

Invested in Capital Assets	\$ 562,579,444
Reserved for Capital Projects	46,573,869
Unrestricted	<u>18,258,844</u>
Total net assets	<u>627,412,157</u>
Total liabilities and net assets	<u><u>\$ 655,273,136</u></u>



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

November 2010

Revenue:

Train Revenue

For November 2010 year-to-date (YTD) actual revenue is up \$192,643 or 4% when compared to the FY 2010/11 YTD budgeted revenue. Actual revenue for FY 2010-11 increased by \$276,805 or 7% when compared to the FY 2009/10 YTD actual revenue. This increase can be attributed to an increase in ridership.

Operating Assistance

As of November 30 2010, the SFRTA has received the FY 2011 contributions from Broward, Miami-Dade and Palm Beach Counties in the amount of \$4,695,000 (\$1,565,000 each). The counties have made their 2011 contribution for future capital projects in the amount of \$8,010,000 (\$2,670,000 each).

SFRTA in FY 2011 has also received both the \$13,300,000 and \$17,300,000 in operating funds from FDOT per the new state guidelines.

Expenses:

As of November 2010, the SFRTA expenses are \$1,855,754 or 7% below budget when compared to the FY 2010/11 YTD budgeted expense. All expenses are well within budget.

Train Operations are approximately \$586,517 or 4% below budget when compared to the FY 2010/11 YTD budget. Actual train operations expense FY 2010/11 has increased approximately \$517,960 or 4% when compared to FY 2009/10 YTD actual. This increase can be attributed to higher costs associated with the station maintenance and the train operations contracts.

The major categories within Train Operations include Train Fuel, Security, Insurance and Feeder Service.

- Train fuel expense is approximately \$108,148 or 4% below budget when compared to the FY 2010/11 YTD budget. Actual fuel expense for FY 2010/11 has increased approximately \$274,129 or 12% when compared to FY 2009/10 YTD actual. This increase can be attributed to rising fuel prices in our economy.

AGENDA ITEM NO. E

- Insurance expense is approximately \$11,281 or 1% below budget when compared to the FY 2010/11 YTD budget. As of November 2010, the SFRTA paid the 2011 insurance expense in the amount of \$1,796,373 (\$1,379,930 in November 2010). Actual insurance expense for FY 2010/11 has decreased approximately \$ 173,963 or 9% when compared to FY 2009/10 YTD actual due to a decrease in insurance premiums in FY 2011.
- Feeder bus expense is approximately \$141,084 or 7% below budget when compared to the FY 2010/11 YTD budget. Actual feeder bus expense for FY 2010/11 has decreased approximately \$487,191 or 22% when compared to FY 2009/10 YTD actual. This decrease can be attributed to timing differences in FY 2011 feeder bus expense.

Personnel Expenses are approximately \$363,694 or 9% below budget when compared to the FY 2010/11 YTD budget. Actual personnel expense for FY 2010/11 has increased approximately \$305,098 or 9% when compared to FY 2009/10 actual. This increase can be attributed to an additional legal counsel staff employee as well as the hiring of positions that were previously not filled.

Professional Services as a whole are approximately \$51,566 or 10% below budget when compared to the FY 2010/11 YTD budget. Actual professional services for FY 2010/11 have increased approximately \$167,155 or 57% when compared to FY 2009/10 actual due to timing differences in FY 2011 professional services.

General and Administrative Expenses are approximately \$197,674 or 19% below budget. Actual general and administrative expenses for FY 2010/11 have increased approximately \$71,672 or 10% when compared to FY 2009/10 actual. Some categories within General and Administrative expense are Business travel, General Training, and Dues and subscriptions.

- Business travel expense is approximately \$58,049 or 61% below budget when compared to the FY 2010/11 YTD budget. Actual business travel expense for FY 2010/11 has decreased approximately \$5,834 or 14% when compared to FY 2009/10 actual. This decrease can be attributed to limited amount of travel at this time of the year.
- General training expense is approximately \$40,202 or 90% below budget when compared to the FY 2010/11 YTD budget. Actual general training expense for FY 2010/11 has decreased approximately \$7,210 or 42% when compared to FY 2009/10 actual. This decrease can also be attributed to the limited amount of training at this time of the year.
- Dues and Subscriptions is approximately \$7,975 or 8% below budget when compared to the FY 2010/11 YTD budget. Actual dues and subscriptions for FY 2010/11 have increased approximately \$7,971 or 10% when compared to FY 2009/10 actual. The slight increase can be attributed to new dues with outside agencies.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
NOVEMBER 30, 2010 & 2009**

	Curent Year						Prior Year Comparison	
	Nov 2010 Actual	Nov 2010 Budget	Variances	YTD 2011 Actual	YTD Budget	Variances	YTD 2010 Actual	Variances
Revenues:								
Train Revenue	\$918,157	\$878,029	\$40,128	\$4,484,893	\$4,292,250	\$192,643	\$4,208,088	\$276,805
Interest/Dividend Income	14,566	14,333	233	75,071	71,666	3,405	54,483	20,588
Total Train Revenue	932,723	892,362	40,361	4,559,964	4,363,916	196,048	4,262,571	297,393
Operating Assistance:								
FDOT Operating JPA	1,706,712	1,839,941	(133,229)	7,708,343	7,811,586	(103,243)	8,202,619	(494,276)
FDOT-Transportation Trust Fund	1,705,593	1,729,556	(23,963)	8,006,638	8,118,834	(112,196)	-	8,006,638
FDOT Feeder Service JPA	102,614	131,263	(28,649)	1,504,964	1,861,001	(356,037)	1,043,382	461,582
FDOT Contracted Dispatch Service	167,355	200,000	(32,645)	1,247,046	1,384,564	(137,518)	1,567,422	(320,376)
FDOT Marketing	-	-	-	-	-	-	140,723	(140,723)
FHWA	181,869	233,333	(51,464)	955,476	1,366,666	(411,190)	1,721,500	(766,024)
FTA Assistance	517,535	570,804	(53,269)	517,535	1,297,000	(779,465)	4,763,337	(4,245,802)
FTA-Designated Recipient Fees	-	-	-	-	-	-	-	-
FTA-JARC/New Freedom Administration	-	-	-	-	-	-	-	-
FTA-JARC/New Freedom Match	-	-	-	-	-	-	-	-
Transfer Fund from Capital	-	-	-	-	-	-	667,500	(667,500)
Counties Contribution	543,403	1,043,334	(499,931)	891,181	1,043,334	(152,153)	391,250	499,931
Other Local Funding	-	-	-	-	-	-	161,719	(161,719)
Total Operating Assistance	4,925,081	5,748,231	(823,150)	20,831,183	22,882,985	(2,051,802)	18,659,452	2,171,731
Total Revenue	\$5,857,804	\$6,640,594	(\$782,790)	\$25,391,147	\$27,246,901	(\$1,855,754)	\$22,922,023	\$2,469,124

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
NOVEMBER 30, 2010 & 2009**

	Curent Year						Prior Year Comparison	
	Nov 2010 Actual	Nov 2010 Budget	Variances	YTD 2011 Actual	YTD Budget	Variances	YTD 2010 Actual	Variances
Expenses:								
Train Operations								
Train Operations Contract	\$772,856	\$861,924	-\$89,068	\$4,591,070	\$4,638,230	-\$47,160	\$3,728,650	\$862,420
Train Operation - Fuel	531,221	545,269	(14,048)	2,568,198	2,676,346	(108,148)	2,294,069	274,129
Emergency Bus Service	-	2,500	(2,500)	-	12,500	(12,500)	-	-
Security Contract	376,802	480,875	(104,073)	2,081,048	2,254,375	(173,327)	2,028,288	52,760
Feeder Bus	373,009	448,051	(75,042)	1,774,168	1,915,252	(141,084)	2,261,359	(487,191)
Station Utilities	49,756	72,917	(23,161)	261,891	304,584	(42,693)	267,707	(5,816)
EMS Boards	9,815	11,667	(1,852)	40,750	58,334	(17,584)	37,813	2,937
Special Trains	-	300	(300)	-	1,500	(1,500)	-	-
Insurance	1,379,930	1,396,374	(16,444)	1,796,373	1,807,654	(11,281)	1,970,336	(173,963)
Toll Free Numbers	2,495	8,000	(5,505)	25,089	40,000	(14,911)	32,088	(6,999)
Alarm System	520	1,750	(1,230)	1,129	8,750	(7,621)	1,446	(317)
APTA Dues	-	1,583	(1,583)	-	8,707	(8,707)	-	-
Total Train Operations	3,496,404	3,831,210	(334,806)	13,139,716	13,726,233	(586,517)	12,621,756	517,960
Train and Station Maintenance								
Train Maintenance	795,907	905,118	(109,211)	4,480,450	4,594,318	(113,868)	4,687,000	(206,550)
Station Maintenance	311,218	330,850	(19,632)	1,406,203	1,494,197	(87,994)	-	1,406,203
ROW Maintenance	27,968	41,667	(13,699)	179,879	224,500	(44,621)	106,209	73,670
TVM Maintenance	15,161	36,417	(21,256)	114,427	177,531	(63,104)	104,019	10,408
Dispatch	226,998	237,802	(10,804)	1,015,814	1,137,909	(122,095)	964,079	51,735
Total Train and Station Maintenance	1,377,252	1,551,854	(174,602)	7,196,773	7,628,455	(431,682)	5,861,307	1,335,466
Personnel Expenses								
Salaries and Wages	525,103	582,018	(56,915)	2,793,308	2,897,590	(104,282)	2,553,694	239,614
Taxes	34,601	51,077	(16,476)	183,340	255,389	(72,049)	178,168	5,172
Group Insurance	84,131	101,667	(17,536)	421,751	508,335	(86,584)	391,186	30,565
Pension	59,566	78,808	(19,242)	293,262	394,042	(100,780)	263,514	29,748
Total Personnel Expenses	703,401	813,570	(110,169)	3,691,661	4,055,355	(363,694)	3,386,563	305,098
Professional Services								
Auditing Services	36,955	39,078	(2,123)	72,655	72,656	(1)	56,577	16,078
Legal Services	20,000	22,875	(2,875)	62,664	72,875	(10,211)	67,963	(5,299)
Professional Services	82,000	90,178	(8,178)	325,000	366,354	(41,354)	168,623	156,377
Total Professional Services	138,955	152,131	(13,176)	460,319	511,885	(51,566)	293,164	167,155

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
NOVEMBER 30, 2010 & 2009**

	Curent Year						Prior Year Comparison	
	Nov 2010 Actual	Nov 2010 Budget	Variances	YTD 2011 Actual	YTD Budget	Variances	YTD 2010 Actual	Variances
General and Administrative Expenses								
Bank & Credits Cards Fees	34,883	45,730	(10,847)	129,080	130,144	(1,064)	124,117	4,963
Building Maintenance	6,469	14,583	(8,114)	41,344	68,540	(27,196)	45,264	(3,920)
Business Travel	6,120	21,633	(15,513)	37,617	95,666	(58,049)	43,451	(5,834)
Materials & Supplies	5,539	7,500	(1,961)	34,432	58,125	(23,693)	37,695	(3,263)
Membership/Dues/Subscriptions	6,387	13,111	(6,724)	90,289	98,264	(7,975)	82,318	7,971
Office Rent	59,294	60,736	(1,442)	296,138	303,680	(7,542)	281,917	14,221
Printing & Advertising	593	3,992	(3,399)	20,572	28,210	(7,638)	10,442	10,130
Seminars and Training	2,085	10,063	(7,978)	10,114	50,316	(40,202)	17,324	(7,210)
Telecommunications	17,059	29,491	(12,432)	129,158	133,228	(4,070)	73,855	55,303
Vehicle Operations & Maintenance	3,415	8,158	(4,743)	21,482	36,590	(15,108)	22,880	(1,398)
Miscellaneous Personnel Expenses	556	1,587	(1,031)	2,801	7,937	(5,136)	2,093	708
Total General and Administrative Exp	142,400	216,584	(74,184)	813,027	1,010,701	(197,674)	741,355	71,672
Marketing Expenses								
Advertising	3,998	5,833	(1,835)	15,345	16,665	(1,320)	12,940	2,405
Special Programs	1,697	3,167	(1,470)	11,713	20,835	(9,122)	26,773	(15,060)
Customer Service/Information	6,361	7,835	(1,474)	43,281	52,043	(8,762)	48,926	(5,645)
Marketing Contract	73,052	76,578	(3,526)	290,051	292,845	(2,794)	241,111	48,940
Promotional Materials	1,424	1,667	(243)	6,961	8,335	(1,374)	11,473	(4,516)
Smart Card/Easy Card Campaign	17,214	18,689	(1,475)	76,714	116,177	(39,463)	-	76,714
Marketing Supplies	846	1,058	(212)	3,986	5,290	(1,304)	10,253	(6,267)
Total Marketing Expenses	104,592	114,827	(10,235)	448,051	512,190	(64,139)	351,477	96,570
Reserves and Transfers								
Reserve	-	41,667	(41,667)	-	208,334	(208,334)	-	-
Expenses Transferred to Capital	(105,200)	(81,250)	(23,950)	(358,400)	(406,250)	47,850	(333,600)	(24,800)
Total Reserves and Transfers	(105,200)	(39,583)	(65,617)	(358,400)	(197,916)	(160,484)	(333,600)	(24,800)
Total Expenses	\$5,857,804	\$6,640,594	(\$782,790)	\$25,391,147	\$27,246,901	(\$1,855,754)	\$22,922,023	\$2,469,124
Net Income	-	-	-	-	-	-	-	-



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During December 2010, the SFRTA's Accounts Payable division processed 321 invoices totaling \$4,025,905.53 and disbursed 245 checks, excluding payroll, totaling \$7,337,583.70.

Invoices over \$2,500 represent 28.6% (70 checks) of all invoices processed in the month of December, and represent 98.8% of the value (\$7,245,165.08) of all checks processed in December 2010.

Accounts Payable processed 85.7% (60 checks) of the checks over \$2,500 within the 21-25 days, with 90.0% (63 checks) of the checks over \$2,500 processed within 30 days.

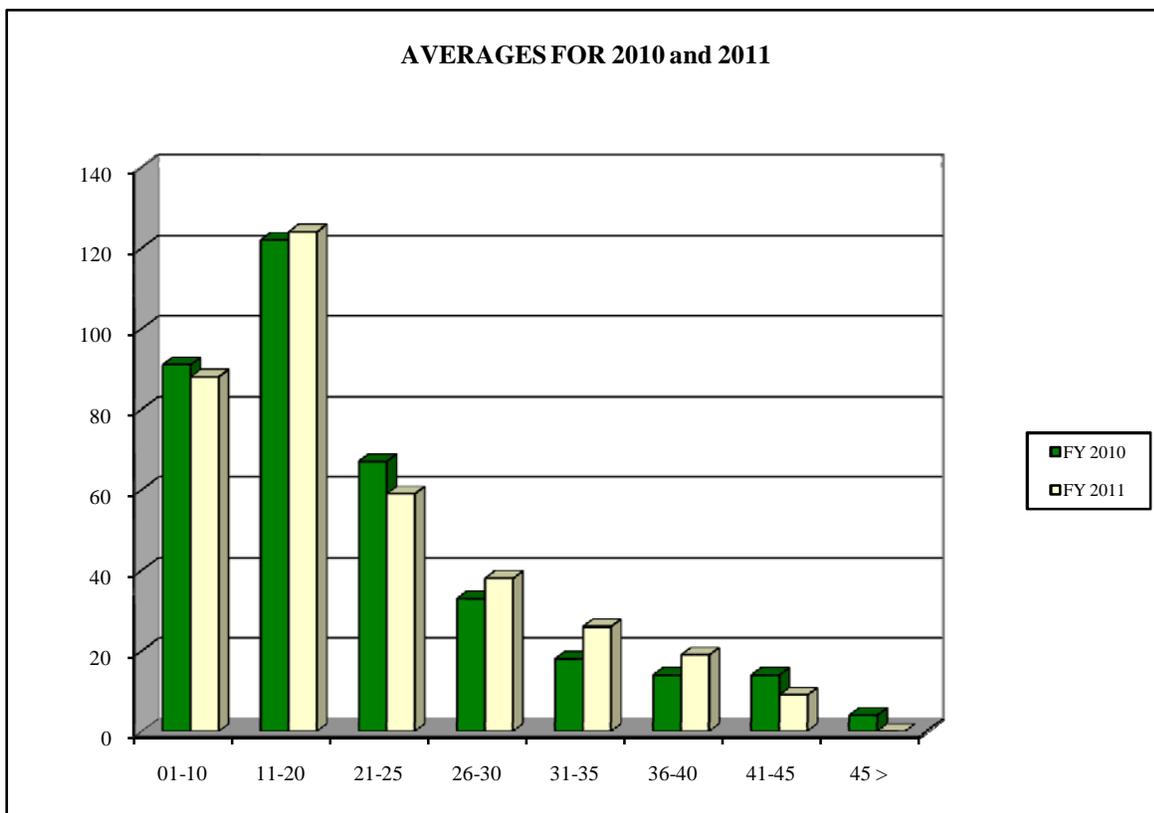
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
DECEMBER 1, 2010 TO DECEMBER 31, 2010**

INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	31	44.3%	44.3%
11-20 days	22	31.4%	75.7%
21-25 days	7	10.0%	85.7%
26-30 days	3	4.3%	90.0%
31-35 days	3	4.3%	94.3%
36-40 days	4	5.7%	100.0%
41-45 days	0	0.0%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	70	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - DECEMBER 2010**

FOR INVOICES \$2,500 AND OVER

MONTHLY AVERAGE JULY 2010 TO JUNE 2011		MONTHLY AVERAGE JULY 2009 TO JUNE 2010	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	24.2%	0 -10 Days	25.1%
11-20 Days	34.2%	11-20 Days	33.6%
21-25 Days	16.3%	21-25 Days	18.5%
26-30 Days	10.5%	26-30 Days	9.1%
31-35 Days	7.2%	31-35 Days	5.0%
36-40 Days	5.2%	36-40 Days	3.9%
41-45 Days	2.5%	41-45 Days	3.9%
Over 45 Days	0.0%	Over 45 Days	1.1%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011
INFORMATION ITEM: PAYMENTS OVER \$2,500
DECEMBER 1 THRU DECEMBER 31, 2010

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
11/29/2010	11/29/2010	12/1/2010	12/1/2010	2	AON RISK SERVICES INC	London Excess Liability Insurance	388,889.22
11/3/2010	11/17/2010	12/1/2010	12/6/2010	33	BOMBARDIER MASS TRANSIT CORPOR	DMU Repairs	21,141.44
11/18/2010	11/30/2010	12/1/2010	12/6/2010	18	MACMILLAN OIL COMPANY OF FL	Train Fuel - 11/12/10	348,309.73
12/1/2010	12/2/2010	12/1/2010	12/7/2010	6	NATIONAL RAILROAD PASSENGER	Base Comp	190,954.00
12/2/2010	12/3/2010	12/8/2010	12/8/2010	6	BOMBARDIER MASS TRANSIT CORPOR	Commuter rail fleet maint, DMU cleaning	775,989.96
11/29/2010	12/2/2010	12/8/2010	12/8/2010	9	MACMILLAN OIL COMPANY OF FL	Train Fuel -11/21/10	104,999.54
12/2/2010	12/10/2010	12/15/2010	12/15/2010	13	MACMILLAN OIL COMPANY OF FL	Train Fuel -11/22/10	228,760.00
11/16/2010	11/30/2010	12/3/2010	12/7/2010	21	ACS TRANSPORT SOLUTIONS, INC.	TVM Software Maintenance -11/10	13,855.34
12/1/2010	12/1/2010	12/3/2010	12/7/2010	6	FLORIDA POWER & LIGHT	Station Utilities	2,898.39
11/9/2010	12/2/2010	12/3/2010	12/6/2010	27	HARTFORD, THE	Auto Insurance FY 2011	48,099.19
12/7/2010	12/7/2010	12/9/2010	12/10/2010	3	ASSOC OF AMERICAN RAILROADS	Associate Member Affiliate Dues	5,000.00
12/8/2010	12/8/2010	12/9/2010	12/13/2010	5	BITNER GOODMAN INC	Marketing Public Relations and Advertising Services	41,948.27
11/24/2010	12/3/2010	12/9/2010	12/13/2010	19	ERICKS CONSULTANTS	Leg Consult Svcs Lobbying Svcs	25,000.00
12/7/2010	12/7/2010	12/9/2010	12/13/2010	6	FLORIDA POWER & LIGHT	Station Utilities	3,032.24
11/30/2010	12/3/2010	12/9/2010	12/13/2010	13	G4S SECURE SOLUTIONS USA	Wackenhut W/E -11/15-21/10	88,210.72
11/4/2010	11/22/2010	12/9/2010	12/13/2010	39	GLOBAL TRADING, INC.	SFRTA shirts	4,330.19
12/4/2010	12/9/2010	12/9/2010	12/13/2010	9	COMMUNICATIONS SPECIALITIES	LED Sign Controller (Driver) Boards	4,799.00
11/3/2010	12/3/2010	12/3/2010	12/13/2010	40	LIMOUSINES OF SOUTH FLORIDA	Broward Feeder Svc -10/01-31/10	198,245.25
11/4/2010	12/2/2010	12/9/2010	12/13/2010	39	RESPECT OF FLORIDA	Janitorial services -10/01-31/10	5,122.77
12/7/2010	12/9/2010	12/9/2010	12/13/2010	6	SPERRY RAIL SERVICE	Ultrasound Hi-Rail Testing for New River Bridge Corridor	2,968.00
12/9/2010	12/9/2010	12/16/2010	12/22/2010	13	AT&T	The Real Yellow Pages Adv Mkt -12/10	2,662.95
12/9/2010	12/9/2010	12/16/2010	12/22/2010	13	FLORIDA POWER & LIGHT	Station Utilities	8,993.36
12/13/2010	12/15/2010	12/16/2010	12/22/2010	9	G4S SECURE SOLUTIONS USA	Wackenhut W/E -11/29-12/5/10	108,827.15
12/8/2010	12/14/2010	12/16/2010	12/22/2010	14	MIAMI DADE	MDT Feeder Svc -10/10-09/11	666,804.00
11/17/2010	12/14/2010	12/16/2010	12/22/2010	35	PALMTRAN	Palm Tran BCC Agenda -10/10	185,235.68
11/29/2010	12/9/2010	12/16/2010	12/22/2010	23	RAIL TECH CONSULTANTS INC	PIS Parts and Labor -11/10 PIS Parts and Labor	2,968.00
12/3/2010	12/10/2010	12/16/2010	12/22/2010	19	RESPECT OF FLORIDA	Janitorial Services -11/01-30/10	5,547.27
12/13/2010	12/13/2010	12/16/2010	12/22/2010	9	ROADMASTER ENGINEERING, INC.	Emergency Repair and Maintenance of Class 1 Railroad	9,642.11
12/1/2010	12/15/2010	12/16/2010	12/22/2010	21	SFEC TMA	SFEC TMA Feeder Bus Services - 10/10	7,846.23
12/9/2010	12/13/2010	12/16/2010	12/22/2010	13	T&M LAWN SERVICE	Install and Repair Chain Link Fence -12/10	3,932.09
12/3/2010	12/10/2010	12/16/2010	12/22/2010	19	VEOLIA TRANSPORTATION SERVICE	Commuter Rail Opertions -11/01-30/10	738,717.36
12/3/2010	12/14/2010	12/16/2010	12/22/2010	19	C2 GROUP LLC	Fed/Leg Consulting Svcs -11/2010	12,000.00
12/15/2010	12/17/2010	12/17/2010	12/21/2010	6	GEA PHE SYSTEMS NA, INC.	Heat Exchangers - Spare Parts DMU	18,080.00
11/29/2010	12/15/2010	12/17/2010	12/21/2010	22	PALMTRAN	PalmTran BCC Agenda -12/10	166,666.68
12/14/2010	12/16/2010	12/17/2010	12/22/2010	8	PRINT DYNAMICS	English Tri-Fold Train Schedule	3,187.00
12/13/2010	12/13/2010	12/21/2010	12/22/2010	9	FLORIDA POWER & LIGHT	Station Utilities	6,644.14
12/14/2010	12/15/2010	12/21/2010	12/22/2010	8	LIMOUSINES OF SOUTH FLORIDA	Boca Feeder Svc -10/1-15-2010	206,907.75
12/17/2010	12/17/2010	12/21/2010	12/22/2010	5	PROLOGIS TRUST	Main Office Lease/Rent -01/2011	58,396.26
12/8/2010	12/16/2010	12/21/2010	12/22/2010	14	WATSON RICE LLP	Professional Auditing Services	16,579.97
12/6/2010	12/6/2010	12/21/2010	12/22/2010	16	AON RISK SERVICES INC	Insurance Brokerage Service	58,070.94
12/20/2010	12/29/2010	12/29/2010	12/30/2010	10	FLORIDA MUNICIPAL INSURANCE TR	2nd quarter Workers Compensation Insurance	9,995.00
12/22/2010	12/22/2010	12/29/2010	12/30/2010	8	FLORIDA POWER & LIGHT	Station Utilities	9,832.01
12/15/2010	12/20/2010	12/29/2010	12/30/2010	15	G4S SECURE SOLUTIONS USA	Wackenhut W/E -12/06-12/12/10	88,273.56
12/20/2010	12/29/2010	12/29/2010	12/30/2010	10	HDR ENGINEERING INC	Commuter Rail Track & Signal Field Support Services.	39,915.34
12/29/2010	12/29/2010	12/29/2010	12/30/2010	1	MERIDIAN MANAGEMENT CORPORATION	Station Maintenance -11/01-30/10	156,139.35
				45	TOTAL OPERATING EXPENDITURES		\$ 5,094,417.45

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011
INFORMATION ITEM: PAYMENTS OVER \$2,500
DECEMBER 1 THRU DECEMBER 31, 2010**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
CAPITAL EXPENDITURES							
11/22/2010	11/30/2010	12/1/2010	12/6/2010	14	BOMBARDIER MASS TRANSIT CORPOR	Traction Motor for GP49 Locomotives	23,268.01
11/23/2010	11/24/2010	12/1/2010	12/2/2010	9	ROTEM COMPANY	4 Trailer Cars, 8 Cab Cars	1,052,805.00
12/6/2010	12/10/2010	12/15/2010	12/22/2010	16	BOMBARDIER MASS TRANSIT CORPOR	Project - P1- Window Replacement Program -12/10	7,752.78
11/23/2010	11/24/2010	12/1/2010	12/2/2010	9	ROTEM COMPANY	4 Trailer Cars, 8 Cab Cars	177,396.50
11/9/2010	11/19/2010	12/1/2010	12/1/2010	22	BERGMANN ASSOCIATES INC	Project Management and Oversight	41,512.21
11/10/2010	12/2/2010	12/3/2010	12/7/2010	27	CDW G	Apple iPad WiFi 3G 32GB iPad Case iPad Incase Combo Charger	4,731.36
12/1/2010	12/2/2010	12/3/2010	12/7/2010	6	COMSTOR	Phone system upgrade and equipment	72,958.23
11/12/2010	11/29/2010	12/3/2010	12/7/2010	25	CPT OF SOUTH FLORIDA, INC	Customer service call center system	18,000.00
11/12/2010	11/24/2010	12/3/2010	12/7/2010	25	JACOBS ENGINEERING GROUP INC.	Developing Needs Assessment for northern layover/maintenance facility	31,397.93
11/23/2010	12/2/2010	12/3/2010	12/7/2010	14	PB AMERICAS, INC	Engin Svc during construction of the Cypress Creek Station W Parking Lot	30,045.51
11/16/2010	12/9/2010	12/9/2010	12/13/2010	27	BOOZ ALLEN & HAMILTON	Continue technical and program management of the UAFC System,	116,180.40
12/7/2010	12/7/2010	12/9/2010	12/13/2010	6	CARTER AND BURGESS INC	Retainage release	77,441.94
12/2/2010	12/7/2010	12/9/2010	12/13/2010	11	MBR CONSTRUCTION, INC	Retainage release	114,169.11
12/8/2010	12/9/2010	12/9/2010	12/13/2010	5	WEEKLY ASPHALT PAVING	Concrete island extension - Lake Worth Tri-Rail Station.	10,643.00
11/12/2010	12/9/2010	12/16/2010	12/22/2010	40	HNTB CORPORATION	Development of an ADA/FAC Compliance Design Standards	14,179.27
12/8/2010	12/9/2010	12/16/2010	12/21/2010	13	PB AMERICAS, INC	Provide professional planning services	12,638.08
12/15/2010	12/16/2010	12/16/2010	12/22/2010	7	S.W. MARLOW GENERAL CONTRACTOR	Purchase and installation of Bike Lockers	98,222.13
11/18/2010	11/19/2010	12/17/2010	12/20/2010	32	S FL REGIONAL PLANNING COUNCIL	Professional Services Relating to Transit Development Outreach	108,999.99
12/20/2010	12/22/2010	12/29/2010	12/30/2010	10	BERGMANN ASSOCIATES INC	Rolling Stock Procurement: 7/1/09 - 6/30/10	20,864.05
12/21/2010	12/29/2010	12/29/2010	12/30/2010	9	CARTER AND BURGESS INC	Developing a Strategic Regional Transit Plan (SRTP)	28,468.47
12/14/2010	12/22/2010	12/29/2010	12/30/2010	16	JACOBS ENGINEERING GROUP INC.	SFRTA developing a needs assessment	19,416.56
12/22/2010	12/16/2010	12/29/2010	12/30/2010	8	LTK ENGINEERING SERVICES	Quality Assurance including Inspection of the Rolling Stock	10,393.52
12/20/2010	12/22/2010	12/29/2010	12/30/2010	10	PB AMERICAS, INC	Provide professional planning services	9,263.58
12/16/2010	12/20/2010	12/29/2010	12/30/2010	14	S FL REGIONAL PLANNING COUNCIL	Professional Planning Services	25,000.00
12/15/2010	12/22/2010	12/29/2010	12/30/2010	15	TREASURE COAST REGIONAL PLAN, COUNCIL	Professional Planning Services	25,000.00
				25	TOTAL CAPITAL EXPENDITURES		\$ 2,150,747.63
				70	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 7,245,165.08



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During November 2010, the SFRTA's Accounts Payable division processed 516 invoices totaling \$10,040,999.69 and disbursed 202 checks, excluding payroll, totaling \$6,760,806.18.

Invoices over \$2,500 represent 29.0% (58 checks) of all invoices processed in the month of November, and represent 98.6% of the value (\$6,668,226.81) of all checks processed in November 2010.

Accounts Payable processed 70.7% (41 checks) of the checks over \$2,500 within the 21-25 days, with 86.2% (50 checks) of the checks over \$2,500 processed within 30 days.

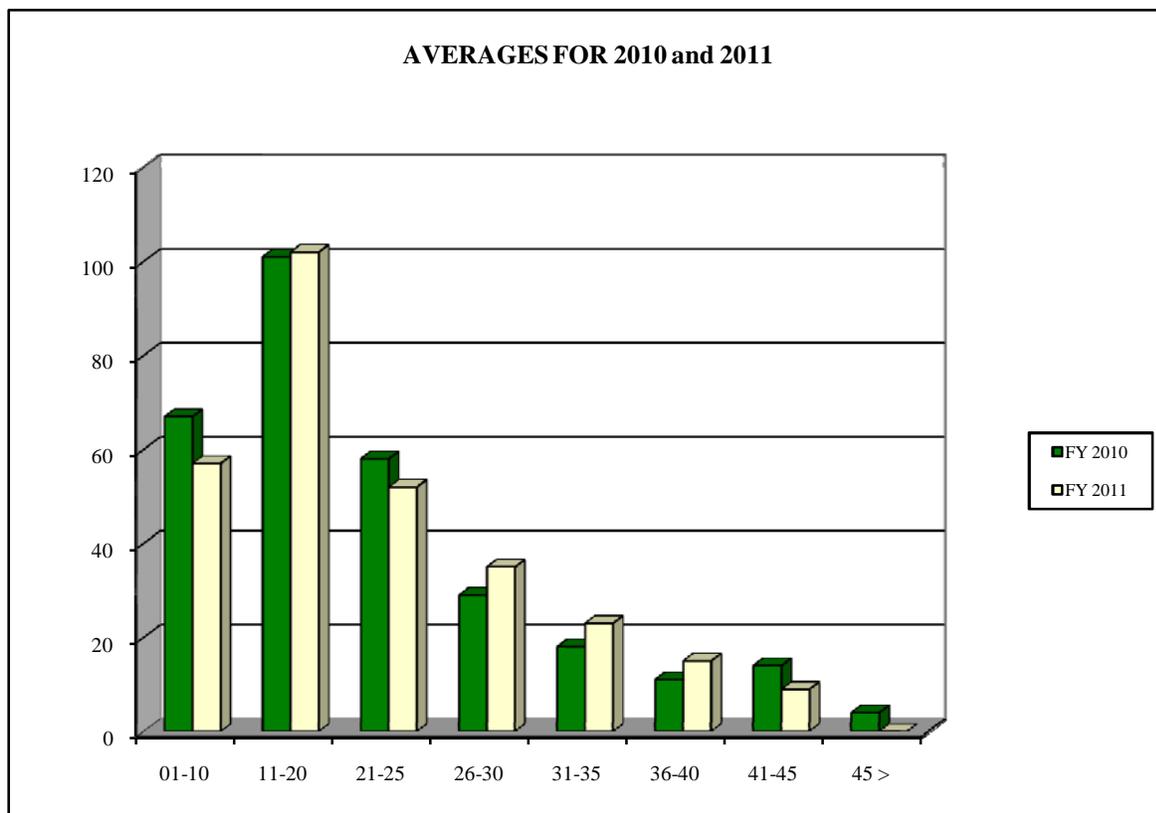
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
NOVEMBER 1, 2010 TO NOVEMBER 30, 2010**

INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	12	20.7%	20.7%
11-20 days	20	34.5%	55.2%
21-25 days	9	15.5%	70.7%
26-30 days	9	15.5%	86.2%
31-35 days	5	8.6%	94.8%
36-40 days	2	3.4%	98.3%
41-45 days	1	1.7%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	58	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - NOVEMBER 2010**

FOR INVOICES \$2,500 AND OVER

MONTHLY AVERAGE JULY 2010 TO JUNE 2011		MONTHLY AVERAGE JULY 2009 TO JUNE 2010	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	19.5%	0 -10 Days	22.2%
11-20 Days	34.8%	11-20 Days	33.4%
21-25 Days	17.7%	21-25 Days	19.2%
26-30 Days	11.9%	26-30 Days	9.6%
31-35 Days	7.8%	31-35 Days	6.0%
36-40 Days	5.1%	36-40 Days	3.6%
41-45 Days	3.1%	41-45 Days	4.6%
Over 45 Days	0.0%	Over 45 Days	1.3%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011
INFORMATION ITEM: PAYMENTS OVER \$2,500
NOVEMBER 1 THRU NOVEMBER 30, 2010**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
10/22/2010	10/29/2010	11/3/2010	11/8/2010	17	MACMILLAN OIL COMPANY	Train Fuel -10/11/2010	118,161.33
10/12/2010	10/29/2010	11/3/2010	11/8/2010	27	BOMBARDIER MASS TRANS	Commuter Rail Fleet Maint. -10/12/10	14,233.39
11/3/2010	11/4/2010	11/10/2010	11/17/2010	14	MACMILLAN OIL COMPANY	Train Fuel -10/22/10	110,549.34
11/2/2010	11/12/2010	11/17/2010	11/23/2010	21	BOMBARDIER MASS TRANSIT CORPOR	Commuter Rail Fleet Maint -10/01-31/10	785,725.96
11/8/2010	11/9/2010	11/17/2010	11/23/2010	15	NATIONAL RAILROAD PASSENGER	Base Compensation -10/10	190,954.00
11/19/2010	11/19/2010	11/29/2010	11/29/2010	10	AON RISK SERVICES INC	Chartis Excess Limited Policy # 18882718	476,914.00
10/13/2010	11/3/2010	11/5/2010	11/10/2010	28	ACS TRANSPORT SOLUTION	TVM Software Maintenance -10/10	13,855.35
10/7/2010	11/1/2010	11/5/2010	11/10/2010	34	C2 GROUP LLC	Fed/Leg Consulting Svcs -09/2010	12,000.00
10/13/2010	11/2/2010	11/5/2010	11/10/2010	28	DIGITAL PRINTING SYSTEM	500,000 Green Magnetic Tickets	7,195.00
10/28/2010	10/28/2010	11/5/2010	11/10/2010	13	FLORIDA POWER & LIGHT	Station Utilities	2,761.34
10/27/2010	11/4/2010	11/5/2010	11/10/2010	14	FLORIDA PUBLIC TRANSPORTATION	FPTA Corporate Dues -FY 2011	20,000.00
10/13/2010	10/29/2010	11/5/2010	11/10/2010	28	LIMOUSINES OF SOUTH FLORIDA	Broward Feeder Svc -09/01-15/2010	206,907.75
10/13/2010	11/2/2010	11/5/2010	11/10/2010	28	MIAMI DADE	Easy Ticket" Limited stock	9,500.00
10/26/2010	11/2/2010	11/5/2010	11/10/2010	15	PALMTRAN	Palm Tran Route 94 -08/10	19,089.00
10/15/2010	11/1/2010	11/5/2010	11/10/2010	26	RAIL TECH CONSULTANTS	PIS Parts and Labor -10/10	5,297.60
10/18/2010	10/29/2010	11/5/2010	11/10/2010	23	SFEC TMA	SFEC TMA -09/2010	7,846.23
10/15/2010	10/26/2010	11/16/2010	11/18/2010	34	AON RISK SERVICES	Renewal of D&O Insurance	38,042.35
11/12/2010	11/12/2010	11/16/2010	11/18/2010	6	AT&T	The Real Yellow Pages Adv Mkt -10/10	3,423.40
11/16/2010	11/16/2010	11/16/2010	11/18/2010	2	AT&T	Reg Summ -10/01/2010	25,464.50
11/12/2010	11/12/2010	11/16/2010	11/18/2010	6	CSX TRANSPORTATION	Dispatching Expenses -04/30/10-06/30/10	58,848.39
11/8/2010	11/8/2010	11/16/2010	11/18/2010	10	FLORIDA LIGHT & POWER	Station Utilities	7,607.55
10/16/2010	10/18/2010	11/16/2010	11/17/2010	32	VEOLIA TRANSPORTATION	Commuter Rail Operations -09/01-30/10	753,285.12
11/15/2010	11/17/2010	11/19/2010	11/19/2010	4	AON RISK SERVICES INC	Renewal Railroad Liability -10/15-10/15/2011	417,325.94
11/2/2010	11/10/2010	11/19/2010	11/22/2010	20	BITNER GOODMAN INC	Marketing Public Relations and Advertising Services -10/10	31,103.39
11/9/2010	11/9/2010	11/19/2010	11/22/2010	13	CITY OF LAKE WORTH	Station Utilities	2,807.09
11/9/2010	11/15/2010	11/19/2010	11/22/2010	13	COLUMBUS CASTINGS	Spare Bolster Castings	10,000.00
11/15/2010	11/15/2010	11/19/2010	11/22/2010	7	FLORIDA POWER & LIGHT	Station Utilities	11,917.98
11/10/2010	11/17/2010	11/19/2010	11/22/2010	12	G4S SECURE SOLUTIONS USA	CPO Overtime -11/01-07/10	88,136.47
10/28/2010	11/12/2010	11/19/2010	11/22/2010	25	PRINT DYNAMICS	Tri-Fold Tri-Rail train schedules	3,187.00
11/19/2010	11/19/2010	11/19/2010	11/22/2010	3	PROLOGIS TRUST	Prologis Trust Office Rent -12/10	58,454.56
11/3/2010	11/17/2010	11/19/2010	11/22/2010	19	VEOLIA TRANSPORTATION SERVICE	Commuter Rail Operations -10/01-31/10	755,762.40
10/21/2010	11/4/2010	11/19/2010	11/22/2010	32	WACKENHUT CORPORATION	Wackenhut W/E -10/11-17/10	292,448.42
11/10/2010	11/10/2010	11/24/2010	11/29/2010	19	AT&T	Reg Summ -11/01/2010	26,210.64
11/3/2010	11/23/2010	11/24/2010	11/29/2010	26	C2 GROUP LLC	Fed/Leg Consulting Svcs -10/2010	12,000.00
11/5/2010	11/17/2010	11/24/2010	11/29/2010	24	DOWNTOWN FT LAUDERDALE TMA	October 2010 Weekend SAT / SUN Bus Services -10/10	18,963.81
11/7/2010	11/17/2010	11/24/2010	11/29/2010	22	EEO CONSULTANTS, INC.	Affirmative Action Program Development and Implementation.	3,250.00
11/19/2010	11/19/2010	11/24/2010	11/29/2010	10	FLORIDA POWER & LIGHT	Station Utilities	8,566.09
11/9/2010	11/16/2010	11/24/2010	11/29/2010	20	G4S SECURE SOLUTIONS USA	Wackenhut W/E -11/08-14/10	88,006.68
11/16/2010	11/19/2010	11/24/2010	11/29/2010	13	MERIDIAN MANAGEMENT CORPORATIO	Station Maintenance -10/01-31/10	150,606.85
11/12/2010	11/24/2010	11/24/2010	11/29/2010	17	RAIL TECH CONSULTANTS INC	PIS Parts and Labor -11/10	2,520.00
11/16/2010	11/19/2010	11/24/2010	11/29/2010	13	VEOLIA TRANSPORTATION SERVICE	Additional Weekend Services -10/01-31/10	15,820.29
11/4/2010	11/23/2010	11/24/2010	11/29/2010	25	WATSON RICE LLP	Professional Auditing Services -11/10	36,954.51
10/29/2010	11/29/2010	11/29/2010	11/29/2010	31	AON RISK SERVICES INC	General Liability Insurance Renewal	48,701.65
				43	TOTAL OPERATING EXPENDITURES		<u>\$ 4,970,405.37</u>

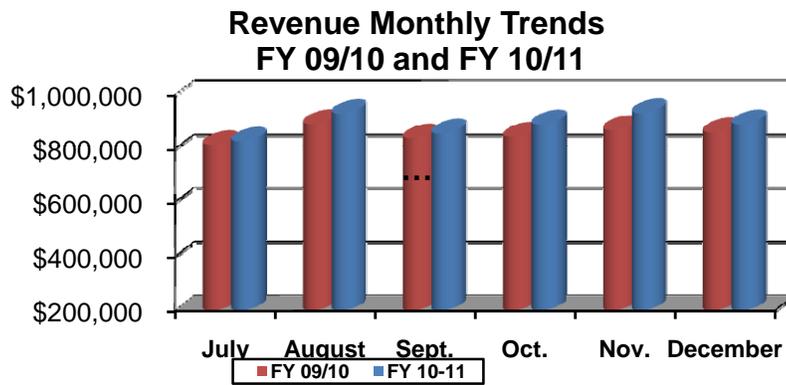
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: JANUARY 28, 2011
INFORMATION ITEM: PAYMENTS OVER \$2,500
NOVEMBER 1 THRU NOVEMBER 30, 2010**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
CAPITAL EXPENDITURES							
10/5/2010	11/2/2010	11/3/2010	11/4/2010	30	BOMBARDIER MASS TRANSIT	LED Stairwell Light	109,471.09
10/12/2010	10/29/2010	11/5/2010	11/10/2010	29	BERGMANN ASSOCIATES INC	Inspection Support Svcs - 07/31-10/01/2010	68,517.52
10/29/2010	11/1/2010	11/3/2010	11/17/2010	19	MBR CONSTRUCTION	Construction Services for Cypress Creek Station West Parking Lot.	775,868.13
11/15/2010	11/16/2010	11/16/2010	11/18/2010	3	FINFROCK CONSTRUCTION	Retainage Release	532,642.50
10/27/2010	11/8/2010	11/16/2010	11/18/2010	22	BOOZE ALLEN & HAMILTON	Continue technical and program management of the UAFC System	65,414.14
11/3/2010	11/4/2010	11/17/2010	11/23/2010	20	BOMBARDIER MASS TRANSIT CORPOR	Spare 480V Cables	19,000.00
10/18/2010	10/21/2010	11/19/2010	11/29/2010	42	BERGMANN ASSOCIATES INC	Project Management and Oversight	6,811.49
11/12/2010	11/17/2010	11/19/2010	11/22/2010	10	CPT OF SOUTH FLORIDA, INC	Installation Services Cisco Phone System	7,300.00
10/15/2010	10/22/2010	11/19/2010	11/22/2010	38	LTK ENGINEERING SERVICES	Quality Assurance including Inspection of the Rolling Stock	12,312.50
10/14/2010	11/9/2010	11/19/2010	11/22/2010	39	PB AMERICAS, INC	Provide professional planning services	22,019.14
11/1/2010	11/9/2010	11/19/2010	11/22/2010	21	S FL REGIONAL PLANNING COUNCIL	Professional Services Relating to Transit Development Outreach.	24,166.67
11/22/2010	11/22/2010	11/22/2010	11/22/2010	0	TIGERTAIL LAKE WAREHOUSE	Deposit for TVM Storage Facility -11/23/10	5,400.00
11/9/2010	11/17/2010	11/24/2010	11/29/2010	20	BERGMANN ASSOCIATES INC	Rolling Stock Procurement: 7/1/09 - 6/30/10	12,264.93
11/15/2010	11/19/2010	11/24/2010	11/29/2010	14	HNTB CORPORATION	Development of an ADA/FAC Compliance Design Standards	26,342.94
11/4/2010	11/23/2010	11/24/2010	11/29/2010	25	LTK ENGINEERING SERVICES	Quality Assurance including Inspection of the Rolling Stock	10,290.39
				15	TOTAL CAPITAL EXPENDITURES		<u>\$ 1,697,821.44</u>
				58	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		<u>\$ 6,668,226.81</u>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- DECEMBER 2010**

REVENUE - DECEMBER 2010

DESCRIPTION	Dec-09	Dec-10	VARIANCE	%
Weekday Sales	738,114	772,008	33,894	4.6%
Weekend Sales	113,846	106,764	(7,082)	-6.2%
Other Income	10,146	12,132	1,986	19.6%
Total Revenue	862,106	890,904	28,798	3.3%

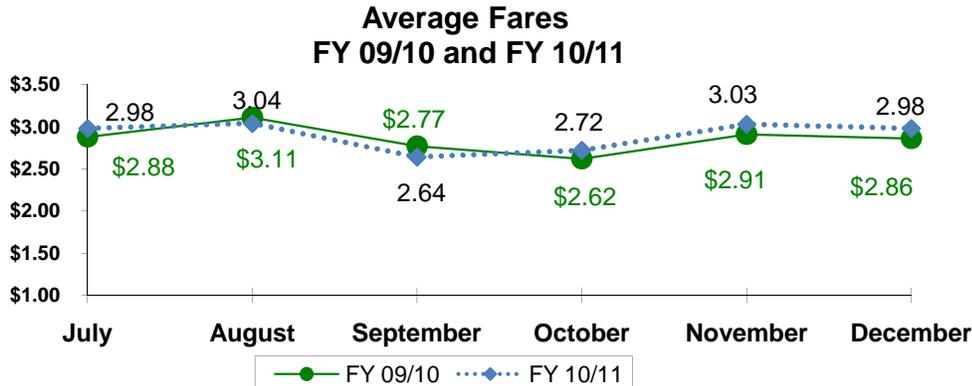


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- DECEMBER 2010**

SALES BY TICKET TYPE	DECEMBER 2009	DECEMBER 2010	PERCENT ⁽¹⁾ CHANGE
Palm Beach Schools	35,000	34,150	-2%
Employer Disc. Program	143,089	133,976	-6%
Group Tour Sales	272	790	189.8%
Station Sales:			
One-Way	304,325	329,121	8.1%
Roundtrip	156,519	149,500	-4.5%
12 Trips	26,950	28,174	4.5%
Monthly	44,600	50,425	13.1%
One-Way Discount	66,204	71,793	8.4%
Roundtrip Discount	44,701	43,529	-2.6%
Monthly Discount	30,300	37,315	23.2%
Total Station Sales	673,598	709,856	
Total Sales	851,960	878,772	3.1%

(1) Percent increase or decrease from previous year

AVERAGE FARE 2.86 2.98



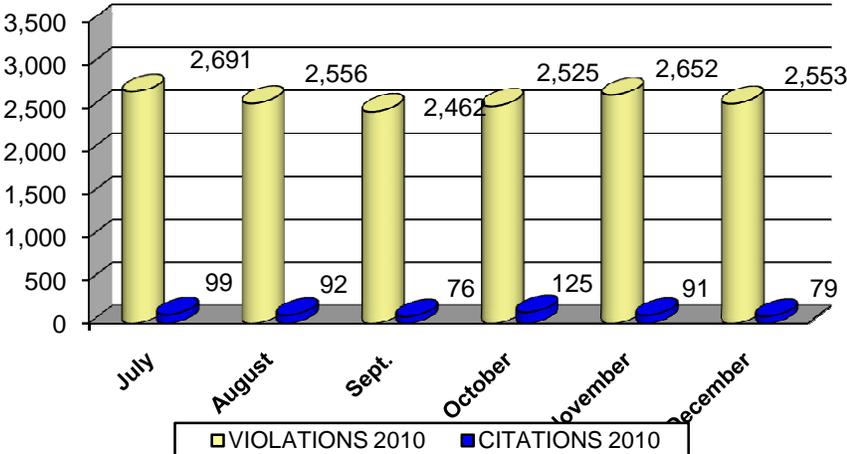
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
JULY 2010 THROUGH DECEMBER 2010**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
JULY 2010	304,665	2,691	99	2,590	112%
AUGUST 2010	349,453	2,556	92	2,462	117%
SEPTEMBER 2010	366,391	2,462	76	2,382	116%
OCTOBER 2010	364,612	2,525	125	2,398	112%
NOVEMBER 2010	368,912	2,652	91	2,558	122%
DECEMBER 2010	352,704	2,553	79	2,474	120%
AVERAGE	351,123	2,573	94	2,477	117%

FARE EVASION % **0.72%**

FINES \$ **2,083**

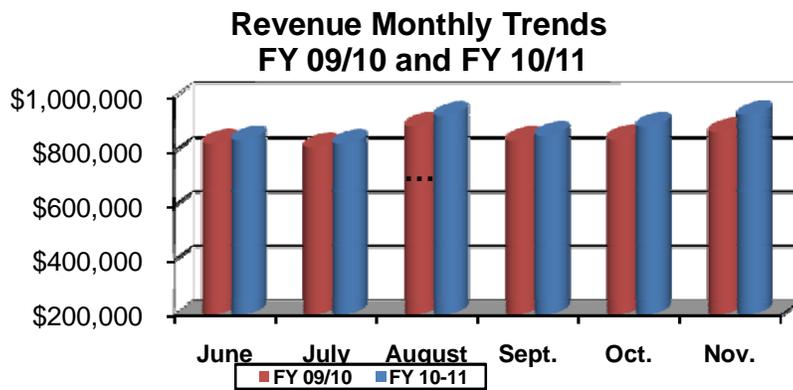
**Fare Violations / Citations
2010**



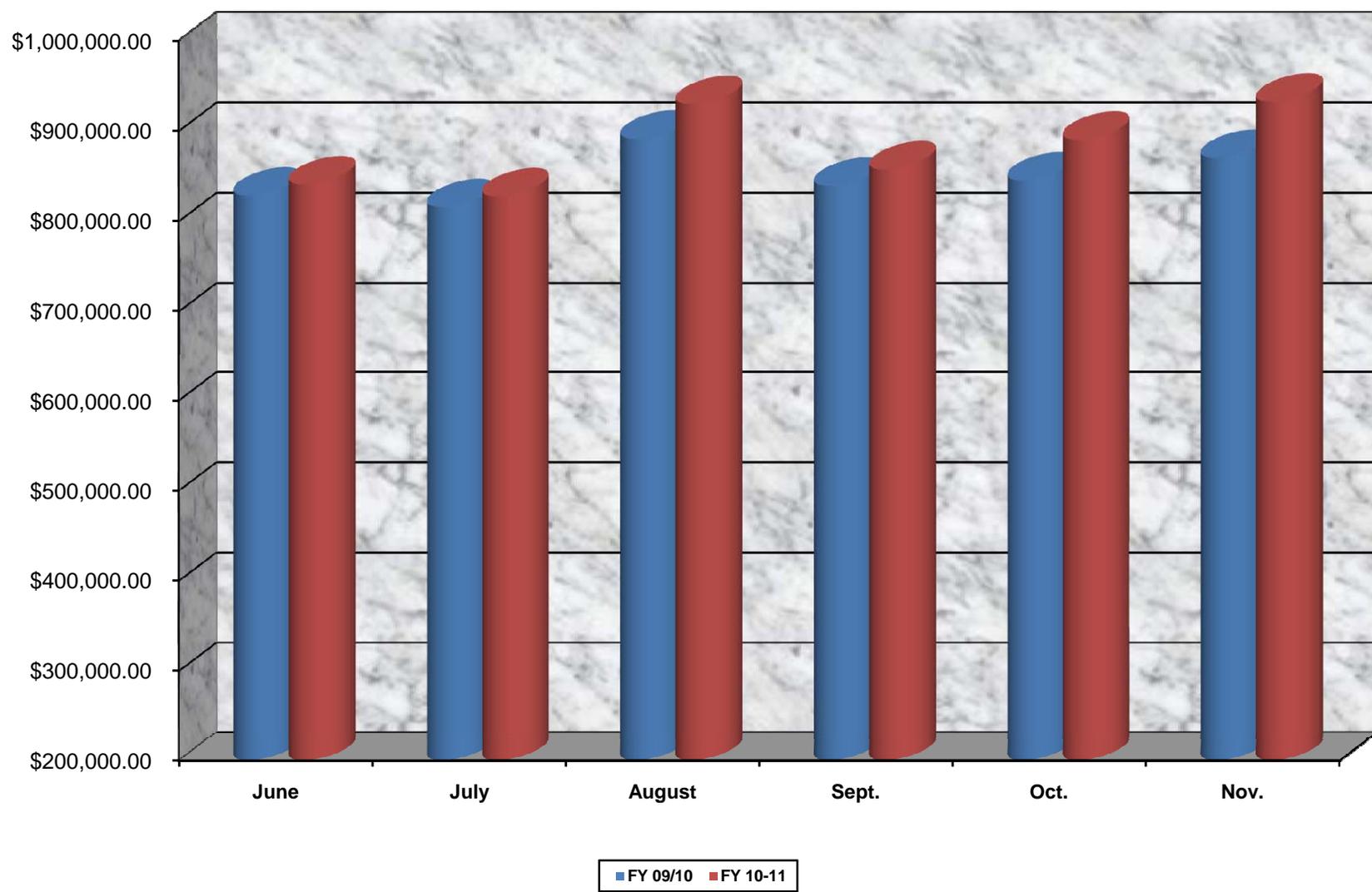
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- NOVEMBER 2010**

REVENUE - NOVEMBER 2010

DESCRIPTION	Nov-09	Nov-10	VARIANCE	%
Weekday Sales	718,486	793,119	74,633	10.4%
Weekend Sales	142,327	125,038	(17,289)	-12.1%
Other Income	9,404	14,566	5,162	54.9%
Total Revenue	870,217	932,723	62,506	7.2%



Annual Trends FY 09/10 and FY 10/11

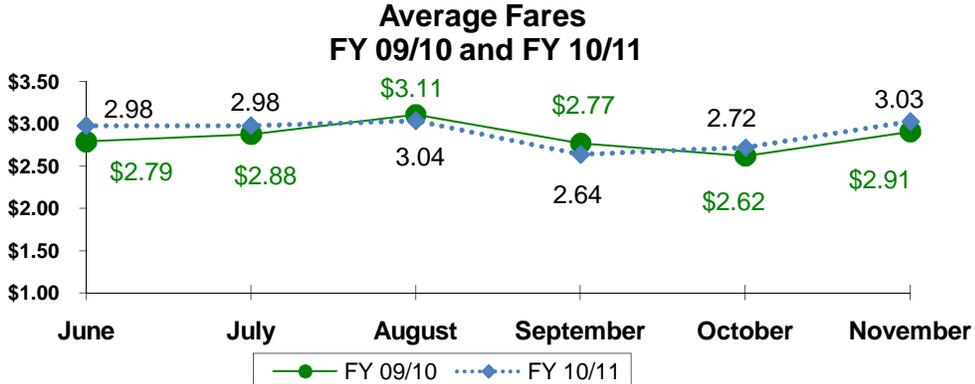


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- NOVEMBER 2010**

SALES BY TICKET TYPE	NOVEMBER 2009	NOVEMBER 2010	PERCENT ⁽¹⁾ CHANGE
Palm Beach Schools	35,000	34,150	-2%
Employer Disc. Program	167,783	165,010	-2%
Group Tour Sales	200	150	-25.0%
Station Sales:			
One-Way	274,856	313,493	14.1%
Roundtrip	143,638	145,385	1.2%
12 Trips	29,697	31,130	4.8%
Monthly	58,300	57,525	-1.3%
One-Way Discount	64,034	70,158	9.6%
Roundtrip Discount	40,255	42,656	6.0%
Monthly Discount	47,050	58,500	24.3%
Total Station Sales	657,830	718,847	
Total Sales	860,813	918,157	6.7%

(1) Percent increase or decrease from previous year

AVERAGE FARE 2.91 3.03



Average Fares FY 09/10 and FY 10/11



—●— FY 09/10 —●— FY 10/11

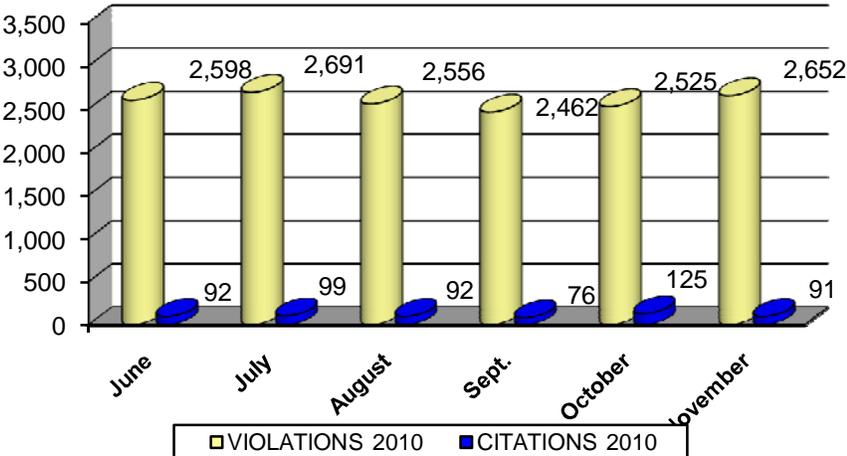
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
JUNE 2010 THROUGH NOVEMBER 2010**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
JUNE 2010	324,975	2,598	92	2,505	116%
JULY 2010	304,665	2,691	99	2,590	112%
AUGUST 2010	349,453	2,556	92	2,462	117%
SEPTEMBER 2010	366,391	2,462	76	2,382	116%
OCTOBER 2010	364,612	2,525	125	2,398	112%
NOVEMBER 2010	368,912	2,652	91	2,558	122%
AVERAGE	346,501	2,581	96	2,483	116%

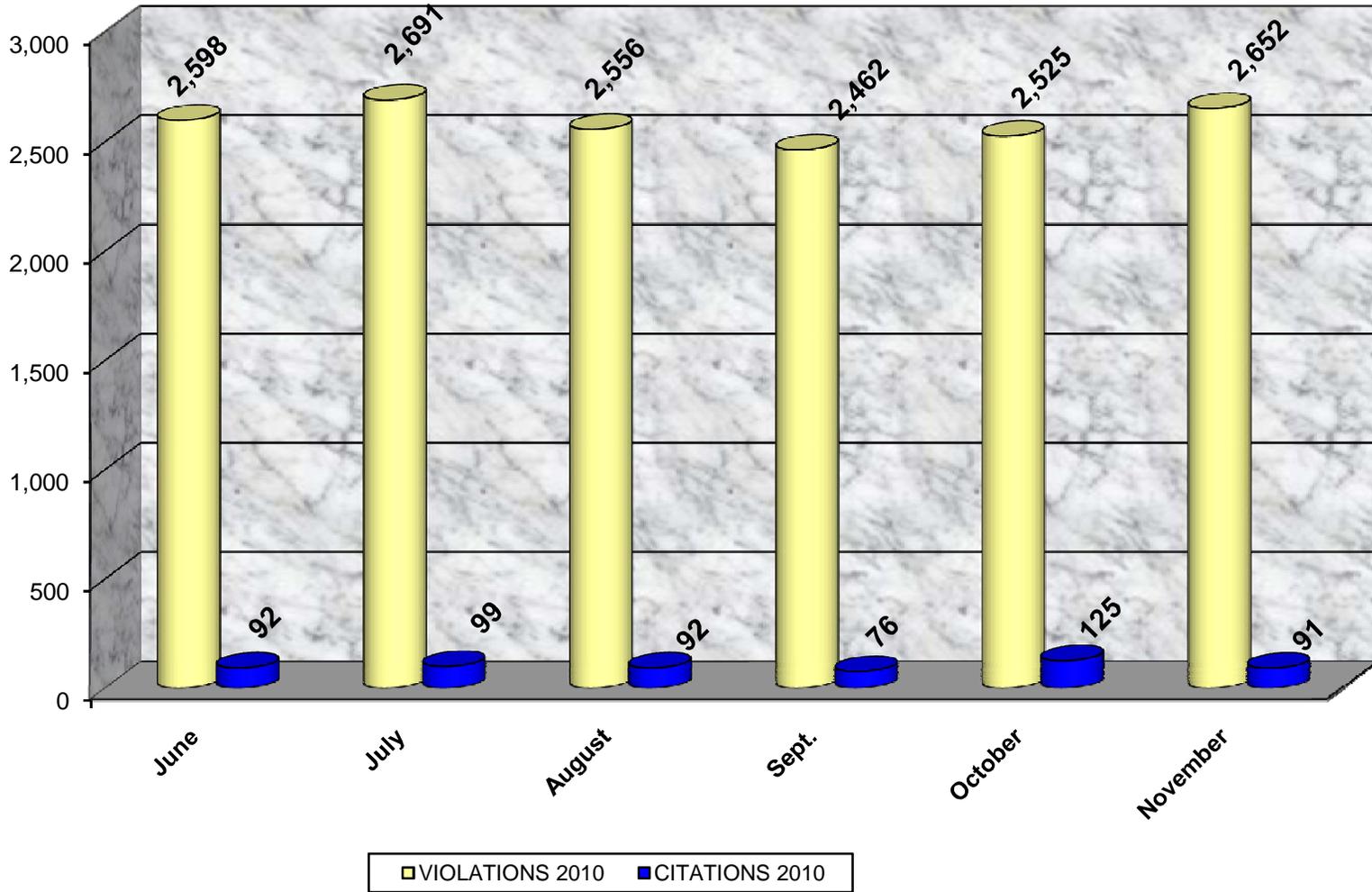
FARE EVASION % **0.72%**

FINES **\$** **1,653**

**Fare Violations / Citations
2010**



Fare Violations / Citations 2010





Solicitation Status Report December 2010

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
10-005	ITB	New Locomotives Contract Admin.: P. McCammon Proj. Mgr.: D. Mazza	2/26/2010	3/1/2010	3/18/2010	6/24/2010	1/28/2011



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of December 2010**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
Contractor Project Justification	<p align="center">11-000296</p> <p>TYLER WORKS/ EDEN DIVISION Broward MPO Agency Set Fees</p> <p>Broward MPO Maintenance Fees - Forms for new agency, and estimated travel Expenses.</p>	Purchase Order	12,662.99	N/A



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of December 2010**

AGENDA ITEM: J

Date Signed	Contract No. 10-002	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Construction Oversight Committee For The Month of December, 2010	N/A	N/A	N/A



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

DECEMBER 2010

PRESENTED BY



**TIM CATES
PROJECT MANAGER**

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

DECEMBER 2010

During the month of DECEMBER 2010, 2996 incidents were reported to, or by G4S Secure Solutions, USA, Custom Protection Officers®, of these, one (1) Train Vs. Vehicle (no injuries), one (1) Burglary Auto four (4) Thefts, one (1) Theft Attempt, and one (1) Interfering with Train. A total of five (5) arrests were made during this month.

MAJOR INCIDENTS

Train Vs Vehicle (no injuries)

Case # 12-10-579

Occurred on 12/06/10, Monday, at 2019 hours. The P645 struck an unoccupied vehicle at the Hallandale Beach Blvd. crossing. No reported injuries. Broward Sheriff's Office Case # PK 10-12-00114.

Interfering with Train Movement

Arrest

Case # 12-10-1803

Occurred on 12/20/10, Monday, at 0700 hours. The subject was observed sitting on the tracks at MM 988.2. The subject refused to move causing the train to stop. Subject detained for Boca Raton Police Department (2010-16064), arrest was made.

Fare Evasion / Trespassing

Arrest

Case # 12-10-2830

Occurred on 12/30/10, Thursday, at 1159 hours. The subject was found riding on the P623 without a valid ticket. Subject refused to sign a warning and citation. Upon arrival of the Ft. Lauderdale Police Department, subject arrested for Trespass After Warning. Ft Lauderdale Police Department Case # 10-140831.

LAKE WORTH STATION

Criminal Mischief

Arrest

Case # 12-10-393

Occurred on 12/04/10, Saturday, at 1706 hours. A witness observed the subject throw rocks at the station vending machine and windows causing damage to both. Palm Beach Sheriff's Office Case # 10-156822.

Theft-Attempt

Arrest

Case # 12-10-1993

Occurred on 12/21/10, Tuesday, at 1315 hours. The C.P.O. on board the P627, upon arrival at the Lake Worth Station, observed a subject bending over the bike rack with a pair of bolt cutters. The subject was detained for Palm Beach Sheriff's Office-Case # 10-163541.

FT LAUDERDALE STATION

Burglary Auto

Case # 12-10-444

Occurred between 12/02/10, Thursday, at 1300 hours and 12/05/10, Sunday, at 1300 hours. Unknown person(s) broke out the rear passenger side window to gain entry into the vehicle. A lap top computer was missing. Ft. Lauderdale Police Department Case # 10-131635.

METRORAIL STATION

Theft

Arrest

Case # 12-10-1138

Occurred on 12/12/10, Sunday, at 1900 hours. The subject took \$100.00 out of the victim's purse and attempted to flee on foot. The station C.P.O. was made aware and assisted in the apprehension of the subject. The subject was detained for Hialeah Police Department Case # 10-41794.

GOLDEN GLADES STATION

THEFT (catalytic converter)

Case # 12-10-1221

Occurred 12/07/10, Tuesday, between 0530-1900 hours. Unknown person(s) took the catalytic converter from his vehicle (1997 Toyota 4 Runner). No police report.

POMPANO BEACH STATION

Theft (bicycle)

Case # 12-10-1637

Occurred 12/16/10, Thursday, between 0840-2050 hours. Unknown person(s) took the victims bicycle (green and white cross training racing bike) from the east parking lot bike rack. No police report.

WEST PALM BEACH STATION

Theft (bicycle)

Case # 12-10-2355

Occurred 12/25/10, Saturday. The owner of the bicycle (red, boys Schwinn 26" with basket) was discovered missing from the station bike locker. No police report.

OUTSTANDING JOB PERFORMANCES

DECEMBER 12, 2010, C.P.O. Frank was at the Metrorail Station, helping a passenger at the ticket machine, when he witnessed a man chase a man off the platform. The man chasing the subject yelled out that the subject had just stolen money from a woman on the train. C.P.O. Frank followed the subject and detained the subject for the Hialeah Police Department. Hialeah Police Department arrested and trespassed the subject.

DECEMBER 15, 2010, C.P.O. Goff recognized a subject from a prior incident at the Metrorail Transfer Station. Previously the subject was asking RTA passengers for their east ticket. C.P.O. Goff notified his supervisor and the Hialeah Police Department. C.P.O. Goff explained Tri-Rail policy to the officers. Hialeah Police Department trespassed the subject and explained to the subject that if he would return, he would be arrested.

DECEMBER 15, 2010, C.P.O. Goff again recognized another subject from a prior incident at the Metrorail Transfer Station. Previously the subject was asking RTA passengers for their east ticket. C.P.O. Goff notified his supervisor and the Hialeah Police Department. C.P.O. Goff again explained Tri-Rail policy to the officers. Hialeah Police Department trespassed the subject and explained to the subject that if he would return, he also would be arrested.

DECEMBER 16, 2010, C.P.O. Gibson, while at the Boca Raton Station, was notified by Capt. Griffin that a person he assisted with a ticket purchase and witnessed her board the train was reported missing. C.P.O. Gibson notified Capt. Griffin of the subject's location. Capt. Griffin then notified C.P.O. Leinonen on the train to locate the missing elderly woman. Contact was made with the subject and she was safely returned to her family.

DECEMBER 21, 2010, C.P.O. Brake pulled into the Lake Worth Station and witnessed a subject bending over the bike rack with a pair of bolt cutters. C.P.O. Brake made contact with the subject, detained subject and requested police assistance. The Palm Beach Sheriff's Office arrested the subject for Felony Possession of Burglary Tools.

THE WACKENHUT CORPORATION

MONTHLY FARE EVASION REPORT

MONTH: December 2010

Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.016	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
12/1/2010	13,008	16,131	111	2	109	0	124%	0.7%	2%	98%	0%
12/2/2010	12610	15696	109	5	104	0	124%	0.7%	5%	95%	0%
12/3/2010	12696	15816	102	2	100	0	125%	0.6%	2%	98%	0%
12/4/2010	5,278	5,971	41	0	41	0	113%	0.8%	0%	100%	0%
12/5/2010	4,082	4,573	41	2	39	0	112%	1.0%	5%	95%	0%
12/6/2010	12,806	16,058	107	2	105	0	125%	0.7%	2%	98%	0%
12/7/2010	12,712	15,048	92	2	90	0	118%	0.6%	2%	98%	0%
12/8/2010	12,341	14,488	99	7	92	0	117%	0.7%	7%	93%	0%
12/9/2010	12,321	13,990	75	4	71	0	114%	0.54%	5%	95%	0%
12/10/2010	12,859	15,709	113	4	109	0	122%	0.72%	4%	96%	0%
12/11/2010	5,281	5,748	43	0	43	0	109%	0.75%	0%	100%	0%
12/12/2010	4,513	4,589	44	1	43	0	102%	0.96%	2%	98%	0%
12/13/2010	11,999	15,611	98	3	95	0	130%	0.63%	3%	97%	0%
12/14/2010	11,328	13,726	97	6	91	0	121%	0.71%	6%	94%	0%
12/15/2010	11,478	13,627	91	0	91	0	119%	0.67%	0%	100%	0%
12/16/2010	12,198	14,293	82	3	79	0	117%	0.57%	4%	96%	0%
12/17/2010	12,482	14,534	99	2	97	0	116%	0.68%	2%	98%	0%
12/18/2010	5,223	6,025	34	4	30	0	115%	0.56%	12%	88%	0%
12/19/2010	3,807	5,533	40	0	40	0	145%	0.72%	0%	100%	0%
12/20/2010	11,130	13,214	120	2	118	0	119%	0.91%	2%	98%	0%
12/21/2010	11,380	13,251	86	3	83	0	116%	0.65%	3%	97%	0%
12/22/2010	11,601	12,866	87	5	82	0	111%	0.68%	6%	94%	0%
12/23/2010	10,274	11,337	99	1	98	0	110%	0.87%	1%	99%	0%
12/24/2010	6,879	8,548	82	3	79	0	124%	0.96%	4%	96%	0%
12/25/2010	3,371	4,594	45	0	45	0	136%	0.98%	0%	100%	0%
12/26/2010	4,443	5,219	40	2	38	0	117%	0.77%	5%	95%	0%
12/27/2010	9,275	11,047	84	3	81	0	119%	0.76%	4%	96%	0%
12/28/2010	9,961	11,624	97	2	95	0	117%	0.83%	2%	98%	0%
12/29/2010	10,386	12,577	112	3	109	0	121%	0.89%	3%	97%	0%
12/30/2010	9,933	11,555	91	6	85	0	116%	0.79%	7%	93%	0%
12/31/2010	7,387	9,706	92	0	92	0	131%	0.95%	0%	100%	0%
Totals	295,042	352,704	2,553	79	2474	0	120%	0.72%	3%	97%	0%

THE WACKENHUT CORPORATION

Weekly/Monthly Fare Inspection Report

Month: December 2010

Week	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
12/01/10-12/05/10	47,674	58,187	404	11	393	0	122%	0.69%	3%	97%	0%
12/06/10-12/12/10	72,833	85,630	573	20	553	0	118%	0.67%	3%	97%	0%
12/13/10-12/19/10	68,515	83,349	541	18	523	0	122%	0.65%	3%	97%	0%
12/20/10-12/26/10	59,078	69,029	559	16	543	0	117%	0.81%	3%	97%	0%
12/27/10-12/31/10	46,942	56,509	476	14	462	0	120%	0.84%	3%	97%	0%
Totals	295,042	352,704	2,553	79	2,474	0	120%	0.72%	3%	97%	0%



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
April-98	284,380	170,853	541	495	27	19	60%	0.32%	91%	5%	4%
May-98	180,788	118,150	395	350	28	18	65%	0.33%	89%	7%	5%
June-98	167,931	119,333	605	538	39	28	71%	0.51%	89%	6%	5%
July-98	164,028	114,160	753	675	56	22	70%	0.66%	90%	7%	3%
August-98	175,944	126,223	643	598	29	16	72%	0.51%	93%	5%	2%
September-98	169,522	118,346	442	419	17	6	70%	0.37%	95%	4%	1%
October-98	194,241	137,885	636	613	13	10	71%	0.46%	96%	2%	2%
November-98	172,782	123,556	564	540	11	13	72%	0.46%	96%	2%	2%
December-98	177,662	129,428	533	517	6	10	73%	0.41%	97%	1%	2%
January-99	182,432	140,296	531	509	10	12	77%	0.38%	96%	2%	2%
February-99	184,533	137,924	531	518	8	5	75%	0.38%	98%	2%	1%
March-99	206,134	161,833	710	696	6	8	79%	0.44%	98%	1%	1%
April-99	195,182	146,649	565	555	9	1	75%	0.39%	98%	2%	0%
May-99	185,160	138,211	608	594	8	6	75%	0.44%	98%	1%	1%
June-99	165,130	126,263	533	511	21	1	76%	0.42%	96%	4%	0%
July-99	157,020	124,754	470	373	93	4	79%	0.38%	79%	20%	1%
August-99	183,578	140,002	475	447	23	5	76%	0.34%	94%	5%	1%
September-99	170,632	138,267	407	397	6	4	81%	0.29%	98%	1%	1%
October-99	181,774	155,633	508	484	20	4	86%	0.33%	95%	4%	1%
November-99	186,616	147,986	560	549	7	4	79%	0.38%	98%	1%	1%
December-99	182,591	145,524	563	547	11	5	80%	0.39%	97%	2%	1%
January-00	187,154	144,403	529	520	5	4	77%	0.37%	98%	1%	1%
February-00	198,944	158,269	582	573	5	4	80%	0.37%	98%	1%	1%
March-00	210,339	166,800	519	507	9	3	79%	0.31%	98%	2%	1%
April-00	193,414	170,365	509	500	5	4	88%	0.30%	98%	1%	1%
May-00	207,042	180,112	587	572	9	6	87%	0.33%	97%	2%	1%
June-00	173,063	141,554	680	670	7	3	82%	0.48%	99%	1%	0%
July-00	171,438	131,316	622	613	4	5	77%	0.47%	99%	1%	1%
August-00	204,722	153,674	512	497	9	6	75%	0.33%	97%	2%	1%
September-00	207,322	144,675	491	470	11	10	70%	0.34%	96%	2%	2%
*October-00	227,112	156,845	651	216	425	10	69%	0.42%	33%	65%	0%
November-00	219,669	157,151	670	221	437	12	72%	0.43%	33%	65%	2%
December-00	198,383	153,327	626	235	383	8	77%	0.41%	38%	61%	0%
Totals	6,266,662	4,719,767	18,551	16,519	1757	276	75%	0.39%	89%	9%	1%

Note: Hurricane George Warning on Wednesday, 9/23/98.
 Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.
 Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.
 Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.
 * October 2000 MODIFIED FARE EVASION BEGINS
 Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.
 Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.
 January 22-24, 1999 - Friends Ride Free.
 Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-01	217,992	158,234	595	201	387	7	73%	0.38%	34%	65%	1%
February-01	218,815	155,774	500	144	351	5	71%	0.32%	29%	70%	1%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	26%	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	2,0257	379	87%	0.37%	50%	49%	1%

* October 2000 MODIFIED FARE EVASION BEGINS 09/11/01 TERRORIST ATTACK

JULY 1, 2002-NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
August-03	225,003	233,605	732	27	703	2	104%	0.31%	4%	96%	0%
September-03	231,637	247,620	779	43	736	0	107%	0.31%	6%	94%	0%
October-03	252,722	257,883	1035	64	970	1	102%	0.40%	6%	94%	0%
November-03	216,440	225,123	1014	63	950	1	104%	0.45%	6%	94%	0%
December-03	223,791	222,530	1089	71	1014	4	99%	0.49%	7%	93%	0%
January-04	237,635	233,086	1038	77	958	3	98%	0.45%	7%	92%	0%
February-04	242,576	222,543	1000	73	926	1	92%	0.45%	7%	93%	0%
March-04	261,974	227,616	1006	63	941	2	87%	0.44%	6%	94%	3%
April-04	254,585	229,216	740	37	702	1	90%	0.32%	5%	95%	0%
May-04	248,924	228,334	688	31	657	0	92%	0.30%	5%	95%	0%
June-04	220,646	195,551	1046	38	1007	1	89%	0.53%	4%	96%	0%
July-04	217,550	197,139	968	49	917	2	91%	0.49%	5%	95%	0%
August-04	244,841	215,845	1066	37	1029	0	88%	0.49%	3%	97%	0%
September-04	134,259	127,913	524	18	505	1	95%	0.41%	3%	96%	0%
October-04	250,254	216,532	906	33	871	2	87%	0.42%	4%	96%	0%
November-04	247,676	235,871	947	41	904	2	95%	0.40%	4%	95%	0%
December-04	232,664	231,754	931	58	873	0	100%	0.40%	6%	94%	0%
January-05	233,079	240,361	1244	91	1147	6	103%	0.52%	7%	92%	0%
February-05	234,939	242,323	1149	90	1055	4	103%	0.47%	8%	92%	0%
March-05	271,374	268,833	1230	89	1140	1	99%	0.46%	7%	93%	0%
April-05	261,406	260,144	1500	77	1420	3	100%	0.58%	5%	95%	0%
May-05	249,519	248,817	1421	116	1297	8	100%	0.57%	8%	91%	0%
June-05	200,482	194,500	1360	107	1237	16	97%	0.70%	8%	91%	1%
July-05	186,245	183,463	1295	103	1181	11	99%	0.71%	8%	91%	1%
August-05	207,320	206,156	1224	112	1108	4	99%	0.59%	9%	91%	0%
September-05	227,227	206,899	1213	93	1118	2	91%	0.59%	8%	92%	0%
October-05	161,615	143,769	963	63	898	2	89%	0.67%	7%	93%	0%
November-05	178,032	114,184	745	39	702	4	64%	0.65%	5%	94%	1%
December-05	207,734	172,526	1347	59	1284	4	83%	0.78%	4%	95%	0%
January-06	224,188	175,605	1555	95	1457	3	78%	0.89%	6%	94%	0%
February-06	217,412	173,825	1447	74	1368	5	80%	0.83%	5%	95%	0%
March-06	248,631	199,736	1800	93	1698	9	80%	0.90%	5%	94%	1%
April-06	257,607	192,193	1776	93	1680	3	75%	0.92%	5%	95%	0%
Page 2 Total	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%
Totals	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29, 2004

NO TRAIN SERVICE DUE TO HURRICANE KATRINA -AUGUST 25-28, 2005

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

NO TRAIN SERVICE OCTOBER 22-31, 2005 DUE TO HURRICANE WILMA

NO TRAIN SERVICE NOVEMBER 1-3, 2005 DUE TO HURRICANE WILMA

NO TICKET CHECKS NOVEMBER 4-11, 2005 DUE TO HURRICANE WILMA



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,697	1966	93	1868	5	72%	0.94%	5%	95%	0%
June-06	263,417	188,847	1754	77	1675	2	72%	0.93%	4%	95%	0%
July-06	250,659	178,368	1828	86	1738	4	71%	1.02%	5%	95%	0%
August-06	269,197	197,985	1915	106	1802	7	74%	0.97%	6%	94%	0%
September-06	287,529	212,380	1842	109	1729	4	74%	0.87%	6%	94%	0%
October-06	309,013	232,544	2096	105	1986	5	75%	0.90%	5%	95%	0%
November-06	281,711	219,411	1894	97	1794	3	78%	0.86%	5%	95%	0%
December-06	271,530	220,247	2143	94	2045	4	81%	0.97%	4%	95%	0%
January-07	294,795	250,522	2201	92	2103	6	85%	0.88%	4%	96%	0%
February-07	287,357	247,655	2354	130	2220	4	86%	0.95%	6%	94%	0%
March-07	306,651	316,244	2473	129	2335	9	103%	0.78%	5%	94%	0%
April-07	274,767	316,493	2634	116	2509	9	115%	0.83%	4%	95%	0%
May-07	303,896	353,284	2874	128	2741	5	116%	0.81%	4%	95%	0%
June-07	268,097	308,831	2645	121	2519	5	115%	0.86%	5%	95%	0%
July-07	266,694	308,224	2613	117	2493	3	116%	0.85%	4%	95%	0%
August-07	295,771	331,353	2754	130	2614	10	112%	0.83%	5%	95%	0%
September-07	275,035	309,849	2385	109	2273	3	113%	0.77%	5%	95%	0%
October-07	326,094	360,151	2816	112	2698	7	110%	0.78%	4%	96%	0%
November-07	306,116	325,178	2588	133	2448	7	106%	0.80%	5%	95%	0%
December-07	294,709	308,632	2531	107	2419	5	105%	0.82%	4%	96%	0%
January-08	324,570	342,578	2655	102	2545	8	106%	0.78%	4%	96%	0%
February-08	331,930	336,290	2272	84	2179	9	101%	0.68%	4%	96%	0%
March-08	348,437	357,954	2571	77	2478	16	103%	0.72%	3%	96%	1%
April-08	352,304	374,861	2614	118	2482	14	106%	0.70%	5%	95%	1%
May-08	371,527	385,360	2893	161	2723	9	104%	0.75%	6%	94%	0%
June-08	367,215	384,174	2915	166	2743	6	105%	0.76%	6%	94%	0%
July-08	378,471	387,641	2687	123	2558	6	102%	0.69%	5%	95%	0%
August-08	353,045	367,779	2335	101	2229	5	104%	0.64%	4%	95%	0%
September-08	383,320	430,263	2452	104	2339	9	112%	0.57%	4%	95%	0%
October-08	399,891	446,825	2628	112	2507	9	112%	0.59%	4%	95%	0%
November-08	346,597	361,181	2133	90	2041	2	104%	0.59%	4%	96%	0%
December-08	344,245	363,553	2626	132	2491	3	106%	0.72%	5%	95%	0%
Page 3 Total	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%
Totals	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%

08/29/06-08/30/06 No train service due to Tropical Storm Ernesto

3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA FOR THE ENTIRE DAY-MAJOR TRAIN DELAY/TRACK WORK

3/15/2007 SFRTA SUSPENDED TICKET CHECKS DUE TO PASSENGER SURVEY

03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)

03/28/07 -P614-P619 (6 TRAINS)REDUCED TICKET CHECK DUE TO TRAIN BEING IN EXCESS OF 45 MINUTES LATE

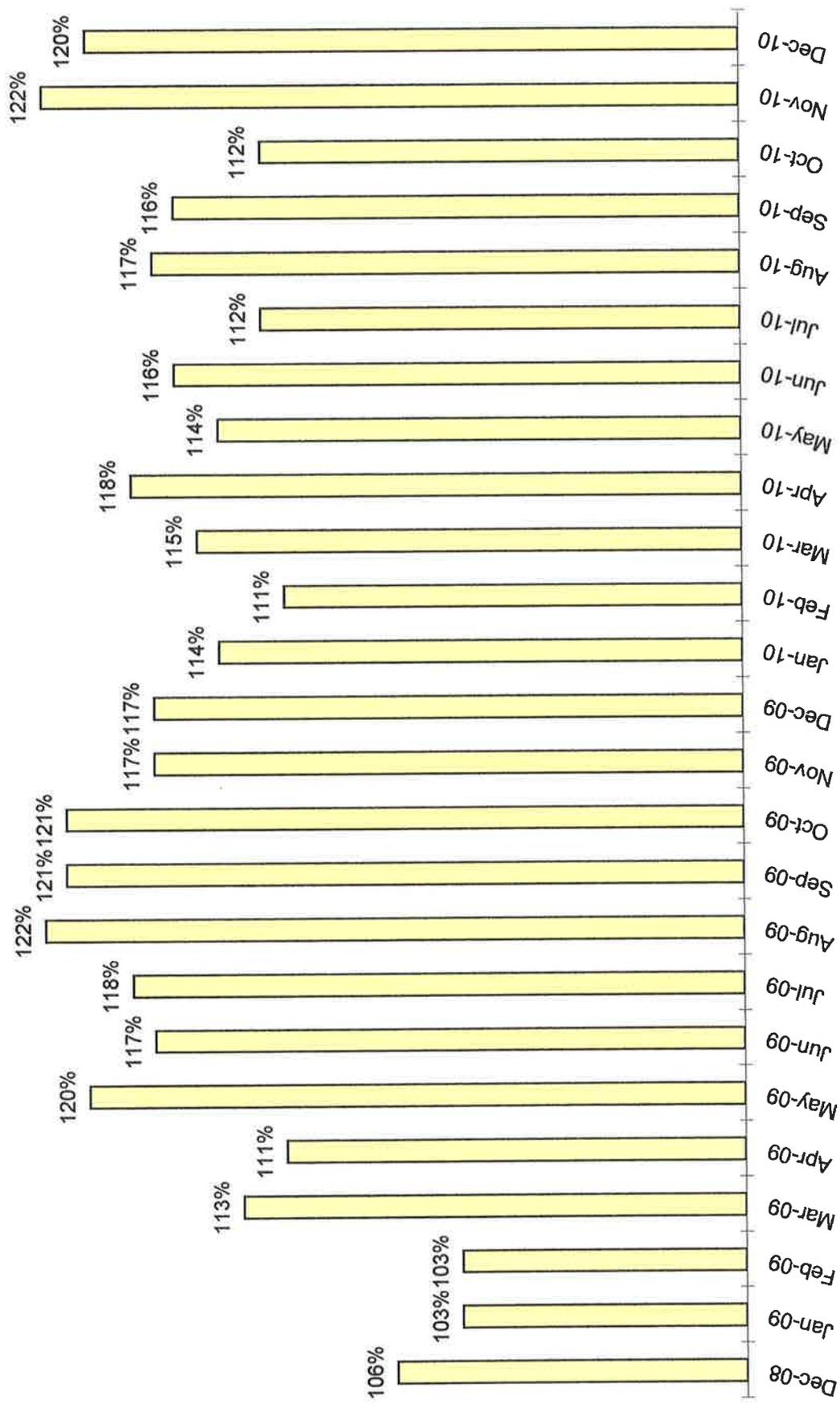
08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM KAY



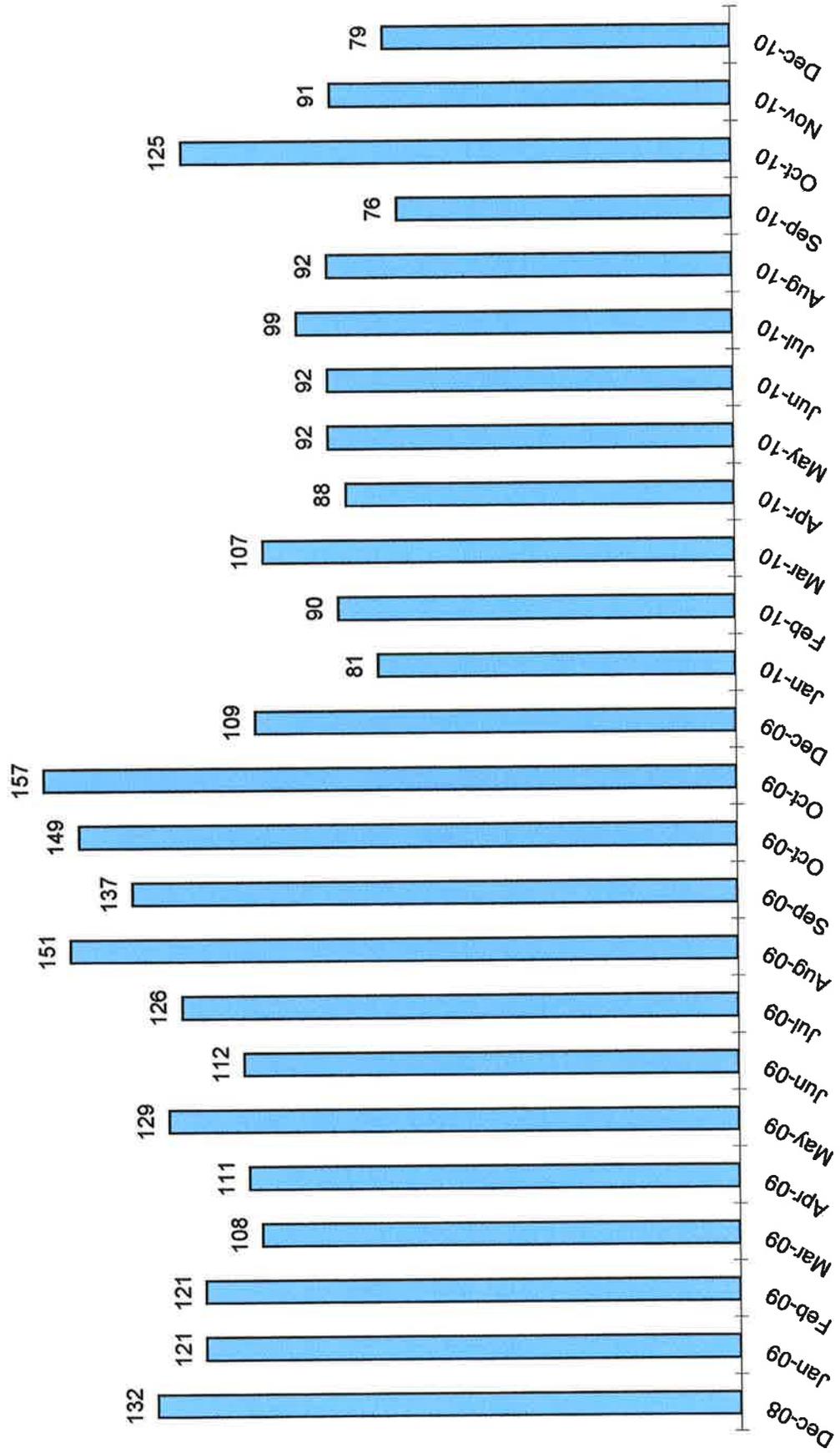
FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-09	350,903	361,145	2,502	121	2377	4	103%	0.69%	5%	95%	0%
February-09	333,804	366,692	2313	121	2185	7	110%	0.63%	5%	94%	6%
March-09	370,606	418,383	2617	108	2500	9	113%	0.63%	4%	96%	0%
April-09	346,865	383,624	2626	111	2513	2	111%	0.68%	4%	96%	0%
May-09	320,894	383,817	2794	129	2658	7	120%	0.73%	5%	95%	0%
June-09	292,806	342,385	2722	112	2601	9	117%	0.80%	4%	96%	0%
July-09	278,565	329,393	2780	126	2646	8	118%	0.84%	5%	95%	0%
August-09	282,760	345,823	2872	151	2716	5	122%	0.83%	5%	95%	0%
September-09	299,754	363,056	2728	137	2586	5	121%	0.75%	5%	95%	0%
October-09	318,259	386,124	2739	149	2581	9	121%	0.71%	5%	94%	0%
November-09	295,581	347,253	2645	157	2480	8	117%	0.76%	6%	94%	0%
December-09	298,378	347,863	2831	109	2716	6	117%	0.81%	4%	96%	0%
January-10	295,333	336,698	2463	81	2381	1	114%	0.73%	3%	97%	0%
February-10	304,376	338,819	2506	90	2415	1	111%	0.74%	4%	96%	0%
March-10	335,992	385,533	2905	107	2795	3	115%	0.75%	4%	96%	0%
April-10	313,425	371,127	2681	88	2590	3	118%	0.72%	3%	97%	0%
May-10	305,998	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%
page 4-total	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%
Totals	38,009,235	36,774,544	218,515	29,008	188,714	795	97%	0.59%	13%	86%	0%

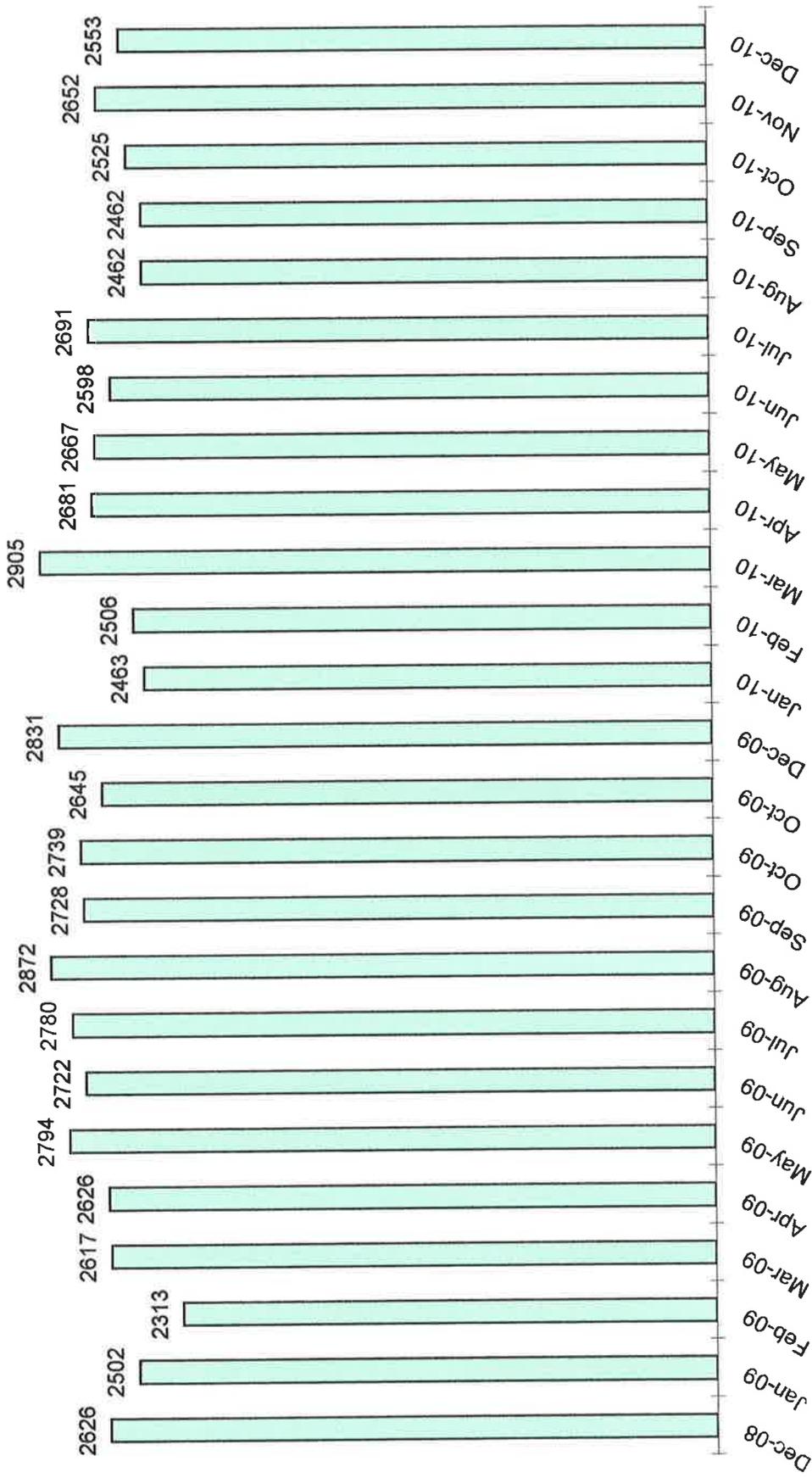
PERCENTAGE OF RIDERS INSPECTED



CITATIONS ISSUED



FARE EVASION VIOLATIONS



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, P606, 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-9/25-28/04

(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
SUBTOTAL	6,178	2	49,558	98,154	6,618	22,897	3,466	1,328	188,201

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Apr-98	14	0	259	215	3	0	4	0	495
May-98	12	0	116	174	11	37	0	0	350
Jun-98	14	0	186	259	9	62	8	0	538
Jul-98	13	0	241	316	25	68	12	0	675
Aug-98	9	0	183	293	22	78	13	0	598
Sep-98	4	0	137	211	10	44	13	0	419
Oct-98	13	0	239	270	12	65	14	0	613
Nov-98	4	0	216	253	8	45	14	0	540
Dec-98	4	0	198	257	7	32	19	0	517
Jan-99	7	0	197	212	22	60	11	0	509
Feb-99	6	0	213	208	8	69	14	0	518
Mar-99	5	0	335	273	10	55	18	0	696
Apr-99	3	0	217	280	16	23	16	0	555
May-99	6	0	297	245	17	18	11	0	594
Jun-99	7	0	185	257	25	28	9	0	511
Jul-99	8	0	133	201	15	10	6	0	373
Aug-99	7	0	132	245	21	23	19	0	447
Sep-99	5	0	136	202	21	23	10	0	397
Oct-99	6	0	153	251	25	39	10	0	484
Nov-99	7	0	131	324	16	56	15	0	549
Dec-99	5	0	125	308	23	60	26	0	547
Jan-00	9	0	87	298	16	85	25	0	520
Feb-00	5	0	124	298	28	85	33	0	573
Mar-00	6	0	95	301	18	71	16	0	507
Apr-00	5	0	81	293	36	62	23	0	500
May-00	11	0	116	324	84	12	25	0	572
Jun-00	6	0	184	352	23	87	18	0	670
Jul-00	15	0	177	314	17	85	5	0	613
Aug-00	6	0	117	283	21	66	4	0	497
Sep-00	15	0	132	251	16	51	5	0	470
(A)OCT-00	0	0	3	201	8	4	0	0	216
Nov-00	1	0	2	194	19	2	2	1	221
Dec-00	0	0	6	217	6	2	3	1	235
Jan-01	0	0	3	172	18	3	5	0	201
Feb-01	1	0	4	129	8	2	0	0	144
Mar-01	2	0	2	118	7	0	1	0	130
Apr-01	3	0	2	105	11	6	1	1	129
May-01	2	0	1	126	3	1	2	0	135
Jun-01	0	0	4	157	10	0	2	1	174
Jul-01	1	0	5	196	10	2	5	0	219
Aug-01	1	0	3	160	1	0	5	0	170
Sep-01	3	0	0	152	0	0	2	0	157
Oct-01	3	0	2	195	16	1	4	0	221
Nov-01	3	0	2	184	37	4	10	0	240
Dec-01	1	0	5	228	23	3	16	0	276
Total	258	0	5,186	10,502	762	1,529	474	4	18,715

*Hurricane Georges: No Train Services 9/24/98, 9/25/98, & 9/26/98 (1/2 day).
 NO CITATIONS ISSUED ON 11/5/98 DUE TO TROPICAL STORM MITC

*Hurricane Floyd: No Train Services 9/14/99 & 9/15/99.

(A)MODIFIED FARE EVASION BEGINS

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-02	2	0	2	163	32	5	4	0	208
Feb-02	2	0	7	140	20	2	1	0	172
Mar-02	3	0	5	238	17	5	2	0	270
Apr-02	2	0	3	200	23	3	7	0	238
May-02	2	0	6	154	29	0	4	0	195
Jun-02	6	0	3	212	26	5	7	0	259
(B) JUL-02	0	0	5	24	2	5	2	0	38
Aug-02	1	0	3	27	3	2	2	0	38
Sep-02	1	0	4	29	2	1	0	0	37
Oct-02	4	0	11	27	2	2	2	0	48
Nov-02	4	0	8	28	4	4	1	0	49
Dec-02	2	0	3	23	3	3	0	0	34
Jan-03	0	0	4	20	4	0	0	0	28
Feb-03	2	0	7	13	4	1	0	0	27
Mar-03	1	0	6	31	4	1	1	0	44
Apr-03	0	0	5	26	1	3	1	0	36
May-03	0	0	5	43	3	2	0	0	53
Jun-03	2	0	2	40	7	1	0	0	52
Jul-03	1	0	6	30	3	3	0	3	46
Aug-03	1	0	5	12	3	3	2	1	27
Sep-03	1	0	3	29	6	2	2	0	43
Oct-03	3	0	10	37	6	5	3	0	64
Nov-03	0	0	20	30	7	6	0	0	63
DEC-03	2	0	16	42	3	6	2	0	71
Jan-04	2	0	27	31	4	9	4	0	77
Feb-04	3	0	14	42	3	10	1	0	73
Mar-04	1	0	14	30	2	15	1	0	63
Apr-04	0	0	5	21	6	4	1	0	37
May-04	0	0	3	19	7	2	0	0	31
Jun-04	1	0	7	23	4	1	2	0	38
Jul-04	1	0	13	29	1	4	1	0	49
Aug-04	1	0	7	19	3	3	3	1	37
(C) SEPT-04	3	0	2	8	2	1	2	0	18
Oct-04	2	0	6	13	6	4	1	1	33
NOV-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, 2005

(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
TOTAL	703	0	6,873	16,954	1,509	2,149	731	89	29,008

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

**CLASSIFICATIONS BREAKDOWN
DECEMBER 2010**

CLASSIFICATION

ABANDONED VEHICLE			1
ALARMS			
ALARMS-TVM			
ALCOHOLIC BEVERAGE			
ARSON			
ASSAULT AGGRAVATED TRANSIT AGENT / CPO			
ASSAULT-AGGRAVATED			
ASSAULT TRANSIT AGENT / CPO			
ASSAULT			
ASSIST PASSENGER			
ASSIST OTHER AGENCY			
AUTO THEFT			
AUTO THEFT - ATTEMPT			
AUTO THEFT - RECOVERY			1
BATTERY - AGGRAVATED TRANSIT AGENT / CPO			
BATTERY - AGGRAVATED			
BATTERY TRANSIT AGENT / CPO			
BATTERY			
BICYCLE VIOLATIONS			1
BIOLOGICAL RELEASE			
BOMBING			
BOMB THREAT			
BRUSH FIRE			
BURGLARY			
BURGLARY-AUTO			1
BURGLARY-ATTEMPT AUTO			
CHEMICAL RELEASE			
CIVIL DISTURBANCE			
CREDIT CARD FRAUD			
CRIMINAL MISCHIEF	<i>GRAFFITTI</i>	11	14
CROSSING W/ GATE DOWN			
CYBER INCIDENT			
DAMAGED PROPERTY			1
DEBRIS ON TRACK			
DISORDERLY CONDUCT			6
DISTURBANCE			1
DOMESTIC VIOLENCE			
DRUG OFFENSE			
EMS BOARD MALFUNCTION			1
ELEVATOR MALFUNCTION			21
ELEVATOR PHONE MALFUNCTION			3
ESCALATOR MALFUNCTION			
FALSE IDENTIFICATION			
FARE EVASION			

CLASSIFICATIONS BREAKDOWN DECEMBER 2010

CLASSIFICATION

	CITATION	WARNED	ARREST	
12 TRIP	2	39	0	2553
COMPLIMENTARY TICKET VIOLATION	0	0	0	
INELIGIBLE DISCOUNT	11	354	0	
NO TICKET	60	1760	0	
ZONE OVERRIDE	5	113	0	
NO TRANSFER SLIP	1	164	0	
OUTDATED TICKET	0	37	0	
EDP TICKET	0	7	0	
TOTAL	79	2474	0	

COUNTERFEIT/ALTERED TICKET

FIRE

GRADE CROSSING PROBLEM

3

HIJACKING

ILLNESS

6

INJURY

1

INJURY-CPO

INTERFERING W/ TRAIN

1

INTOXICATED PERSON

INVESTIGATION

KIOSK PROBLEM

1

LOST/FOUND PROPERTY

119

LOUD MUSIC

LUGGAGE

MISCELLANEOUS/INFORMATION

46

MISSING PERSON

MISSING PERSON-LOCATED

2

MOTOR VEHICLE ACCIDENT

NUCLEAR RELEASE

PARKING PROBLEM

10

PARKING LOT ACCIDENTS

PARKING LOT VIOLATIONS

PAYPHONE MALFUNCTION

PULLED EMERGENCY STOP

RECOVERED STOLEN PROPERTY

RIDING ON OUTSIDE OF TRAIN

ROBBERY

ROBBERY-ATTEMPT

ROBBERY ARMED

SABOTAGE

SAFETY HAZARD

15

SEXUAL BATTERY

SEX OFFENSE (OTHER)

SIGN PROBLEM

SLIP AND FALL

3

CLASSIFICATIONS BREAKDOWN DECEMBER 2010

CLASSIFICATION

SMOKING ON TRAIN							
SOLICITATION							
STUDENT INCIDENT							1
BAK MIDDLE SCHOOL	1						
DREYFOOS HIGH SCHOOL							
G STAR							
LAKE WORTH							
ROOSEVELT MIDDLE SCHOOL							
BOYNTON BEACH							
OTHER							
SURFBOARDS ON TRAIN							2
SUSPICIOUS INCIDENT							2
SUSPICIOUS PERSON							3
SUSPICIOUS VEHICLE							3
TELEPHONIC THREAT							4
THEFT							4
THEFT-ATTEMPTED							1
THROWING OBJECT AT TRAIN							
TRAIN VS ANIMAL							
TRAIN VS BICYCLE							
TRAIN VS PEDESTRIAN							
TRAIN VS FIXED OBJECT							
TRAIN VS VEHICLE							1
TRESPASS							10
TVM GATE MALFUNCTION							1
TVM MALFUNCTION							135
UNAUTHORIZED ANIMAL							
VALIDATOR MALFUNCTION							27
WEAPON-COMPLAINT							
WEAPON-CONCEALED							
SPECIAL ASSIGNMENT:MONITOR CHECKS							
TOTAL INCIDENTS							2996

**SIX MONTH CRIME ANALYSIS
2010**

CLASSIFICATION	JULY	AUG	SEPT	OCT	NOV	DEC
ABANDONED VEHICLE		1		1		1
ALARMS						
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN						
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO					1	
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO					1	
ASSAULT						
ASSIST PASSENGER	6	1	5	1	1	
ASSIST OTHER AGENCY	2	1				
AUTO THEFT	2	2	4	3	1	
AUTO THEFT - ATTEMPT	1	2	2	2	2	
AUTO THEFT - RECOVERY		1	1		1	1
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO	1				1	
BATTERY						
BICYCLE VIOLATIONS						1
BIOLOGICAL RELEASE						
BOMBING						
BOMB THREAT						
BRUSH FIRE						
BURGLARY						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	16	1	3	9	4	1
BURGLARY-ATTEMPT AUTO						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	17	6	8	9	8	14
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	2	1	3	3		1
DEBRIS ON TRACK				1		
DISORDERLY CONDUCT	3	6	5	4	3	6
DISTURBANCE	2	2	1	5	3	1
DRUG OFFENSE				1		
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION					1	1
ELEVATOR MALFUNCTION	18	14	15	10	23	21
ESCALATOR MALFUNCTION	7	4	3	3	1	
ELEVATOR PHONE MALFUNCTION	1	3	3	4	3	3
FARE EVASION- CITATIONS	99	92	76	125	91	79
FARE EVASION-WARNINGS	2590	2462	2382	2398	2558	2474
FARE EVASION-ARREST	2	2	4	2	3	0
FALSE IDENTIFICATION						
FIRE	1	1			1	
GRADE CROSSING PROBLEM	1	5	1	3	1	3
HIJACKING						
ILLNESS	6	9	4	1	5	6
SUB-TOTAL	2777	2616	2520	2585	2713	2613

SIX MONTH CRIME ANALYSIS 2010

CLASSIFICATION	JULY	AUG	SEPT	OCT	NOV	DEC
INJURY					2	1
INJURY-CPO						
INTERFERING W/ TRAIN	1	1				1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM					1	1
LUGGAGE						
LOST/FOUND PROPERTY	90	92	112	117	103	119
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	44	47	49	47	50	46
MISSING PERSON		1			1	
MISSING PERSON-LOCATED			1	1		2
MOTOR VEHICLE ACCIDENT	4	1	2	4	2	
PARKING PROBLEM	14	5	12	28	11	10
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP		1		1		
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY						
ROBBERY ARMED						
ROBBERY ATTEMPT						
SAFETY HAZARD	26	34	25	18	17	15
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM						
SLIP AND FALL	3	1	4	2	4	3
SMOKING ON TRAIN		7				
SOLICITATION	2		3	1	1	
STUDENT INCIDENT		2	1	12	3	1
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	8	7	8	2	8	2
SUSPICIOUS PERSON	3	2	3		1	
SUSPICIOUS VEHICLE	2	2	1		1	3
TELEPHONIC THREAT						
THEFT	4		6	5	4	4
THEFT-ATTEMPTED						1
THROWING OBJECT AT TRAIN		1				
TRAIN VS ANIMAL	1					
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN					1	
TRAIN VS VEHICLE		2		2		1
TRAIN VS FIXED OBJECT						
TRESPASS	15	10	6	7	10	10
TVM GATE MALFUNCTION		4	2	5	2	1
TVM MALFUNCTION	73	50	65	95	100	135
UNAUTHORIZED ANIMAL						
VALIDATOR MALFUNCTION	35	19	24	20	46	27
WEAPON CONCEALED						
SUB-TOTAL	2777	2616	2520	2585	2713	2613
TOTAL REPORTS	3102	2905	2844	2952	3081	2996



**TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR DECEMBER 2010**

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
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NOTHING REPORTED FOR THE MONTH 12/10

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."



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MEMORANDUM

To: Mr. Timothy L. Cates, Project Manager, TWC/SFRTA

From: Richard D. Cannon, Jr. Investigator, ID #276 *rdc*

SUBJECT: MONTHLY ACTIVITY REPORT – DECEMBER 2010

Date: Tuesday, January 4th 2011

I was assigned the following tasks for the month of: **DECEMBER 2010**

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 TWC/SFRTA Project. I attended all court hearings involving SFRTA/Tri-Rail Fare Evasion matters and tracked criminal cases.

As the Citation Coordinator: I managed the review, sorting and filing of Citations. I filed **79** 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 TWC/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

As the Investigator: I investigated or conducted inquiries into **9** incidents:

- SFRTA IR #: 11-10-1546 – Train vs. Pedestrian-(Pending P.D./M.E. Rpts)
- SFRTA IR #: 11-10-2211 – Fraudulent SFRTA Ticket Sales – (Continuing)

- **SFRTA IR #: 12-10-2355 – Theft – (Bicycle WPB) – Referred to P.D.**
- **SFRTA IR #: 11-10-2898 – Lack of Appropriate Action by P.D. (Resolved)**
- **SFRTA IR #: 12-10-2820 – Unjust Fare Enforcement (Unfounded)**
- **UNNUMBERED – Discourtesy – (Not Sustained)**
- **UNNUMBERED – Discourtesy – (Not Sustained)**
- **UNNUMBERED – Discourtesy – (Not Sustained)**
- **UNNUMBERED – Discourtesy – (PENDING)**

In addition, I obtained various police reports pertaining to incidents involving the SFRTA. Refresher training regarding interpersonal relations and conflict management were conducted. In addition, I conducted CPR/AED Re-Certification Training. Lastly, I continued to provide support, logistical and troubleshooting services to the Safety & Security Administrator, as well as the Project Manager.

rdc/

cc: Mr. Allen R. Yoder

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (12/10/2010) thru (12/10/2011)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u>			
Contract Class: Payables			
Diane Hernandez Del Cal	LEGAL CONSULTING SERVICES-FEDERAL ISSUES	07/17/2006	5 Year Term
06-515 BOBBY BECKER	010364 THOMPSON COBURN LLP	07/31/2011	2 - 1 year option renewals. No options remain.
Laura Thezine 07-723 BRYAN KOHLBERG	PROFESSIONAL AUDITING SERVICES 010878 WATSON RICE LLP	07/03/2007 07/02/2011	4 Year Term 2-1 year options. One option remaining.
Michael Kanefsky 08-002 BOBBY BECKER	TVM MAINTENANCE AGREEMENT 010033 ACS TRANSPORT SOLUTIONS, INC.	03/01/2008 02/28/2011	3 Year Term 4-1year renewal options. 2 options remaining.
James DeVaughn 10-014 BOBBY BECKER	SFEC TMA BUS SERVICE 010338 SFEC TMA	07/01/2010 06/30/2011	1 Year Term 4 - 1 year renewal options. All 4 options remaining.