

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY
GOVERNING BOARD

REGULAR MEETING AGENDA
APRIL 25, 2014
9:30 a.m.

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

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

SFRTA Board Members

Commissioner Steven L. Abrams, Chair
Andrew Frey
Nick Inamdar
James A. Wolfe

Commissioner Bruno Barreiro
Frank Frione
Commissioner Kristin Jacobs

James A. Cummings
Marie Horenburger
James A. Scott

Executive Director

Jack Stephens

GOVERNING BOARD REGULAR MEETING
OF APRIL 25, 2014

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33rd Street, Pompano Beach, Florida 33064.

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

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

PUBLIC HEARING -1

ADVERTISED PUBLIC HEARING

NOTICE OF PUBLIC HEARING AND INTENT TO FILE

SECTIONS 5307 and 5337 GRANT APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION IN THE AMOUNT OF \$30,478,054

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of April 25, 2014 the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA’s intent to file Sections 5307 and 5337 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$30,478,054. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Pompano Beach, FL 33064.

PH1 –

1. Open Public Hearing
2. Close Public Hearing
3. **MOTION TO APPROVE:** Resolution No. 14-04, permitting the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year 2014 grant applications to the Federal Transit Administration (FTA) in the amount of \$30,478,054 in Capital and Planning funds to support the SFRTA Program of Projects.

Department: Finance and Information Technology
Project Manager: Carla D. McKeever

Department Director: Jack Stephens
Procurement Director: Christopher Bross

CONSENT AGENDA

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

- C1. MOTION TO APPROVE:** Minutes of Governing Board's Regular Meeting of March 28, 2014.

REGULAR AGENDA

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

- R1. MOTION TO APPROVE:** Supplemental Joint Participation Agreement (JPA), FM #421390-4-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for State funds, in the amount of \$23,360,000 for the Design and Construction of the Fort Lauderdale Wave Modern Streetcar Project.

Department: Planning & Capital Development
Project Manager: Barbara Handrahan

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

- R2. MOTION TO APPROVE:** South Florida Regional Transportation Authority (SFRTA) Shuttle Bus Service and Financial Plan for fiscal year (FY) 2015-2019.

Department: Planning and Capital Development
Project Manager: Stephen Anderson, AICP

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

- R3. MOTION TO APPROVE:** Joint Participation Agreement (JPA), between the South Florida Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), for Transportation Regional Incentive Program (TRIP) funds in the amount of \$4,228,800 towards the purchase of SFRTA fleet locomotives.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter-Ebersole

Department Director: Jack Stephens
Procurement Director: Christopher Bross

- R4. MOTION TO APPROVE:** Commuter Railroad Service Letter Agreement between SFRTA and All Aboard Florida – Operations, LLC (“AAF”).

Department: Executive
Project Manager: Jack Stephens

Department Director: Jack Stephens
Procurement Director: N/A

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.

None.

COMMITTEE REPORTS / MINUTES

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

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

MONTHLY REPORTS

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

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

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

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

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

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF MARCH 28, 2014

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, March 28, 2014 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Steven L. Abrams, Chair, Palm Beach County Commissioner
 Bruno Barreiro, Commissioner, Miami-Dade County – *arrived at 9:55 a.m.*
 James A. Cummings, Citizen Representative, Broward County
 Andrew Frey, Governor’s Appointee
 Frank Frione, Governor’s Appointee
 Marie Horenburger, Citizen Representative, Palm Beach County – *via telephone*
 Nick A. Inamdar, Citizen Representative, Miami-Dade County
 Kristin Jacobs, Broward County Commissioner
 James A. Scott, Governor’s Appointee – *via telephone*
 James A. Wolfe, Florida Department of Transportation, District IV

BOARD MEMBERS ABSENT:

ALSO PRESENT:

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

CALL TO ORDER

The Chair called the meeting to order at 9:30 a.m.

ROLL CALL

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

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Mr. Jack Stephens, SFRTA Executive Director, stated that Exhibit 2 - Monthly Status Report to RTA Board March 2014 Presentation, to Information Item I-1 TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR, was forwarded to the Board Members offices on March 24th. Mr. Stephens stated that an additional Information Item, I-2 Presentation/Update on the new SFRTA Headquarters will be added to the Agenda.

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

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

MATTERS BY THE PUBLIC

Mr. Mark Erickson of Juno Beach, Florida, representing Allied Pilots Association addressed the Board. Mr. Erickson stated that there are over 1,500 association members in the Miami area. The Association also represents other professional airline employees and many of these employees ride Tri-Rail from Mangonia Park to the Miami Airport Station. Mr. Erickson stated that the people of the organization would like to work in partnership with the SFRTA as trained eyes. He stated that the Tri-Rail is a great transportation system and would like to help in improving the reliable and safe transportation. He stated his appreciation for the security at the parking lots. Mr. Erickson looks forward to the opening of the MIC and was excited to hear about the Wi-Fi being available on the trains.

The Chair thanked Mr. Erickson.

The Chair announced that he has the pleasure and honor to present the first-ever "SFRTA Distinguished Service Award." The Chair welcomed to the dais three transit heroes.

- **CPO James Errante:** On February 6, Custom Protection Officer (CPO) Errante was working at the Golden Glades Station when he met a northbound train in response to a witness' report of a suspicious male with a possible firearm. Upon arrival, he and CPO Lester Anderson removed the suspect from the train. In the ensuing struggle, CPO Errante received 2 gunshot wounds. CPO Errante has been with G4S for more than a decade. A native New Yorker, he enlisted in the United States Army in 1971 and retired as a First Sergeant in 1992 with 21 years of honorable service.
- **CPO Lester Anderson:** During his attempt to assist CPO Errante, the suspect severely bit CPO Anderson, almost severing his thumb. In spite of this, CPO Anderson was able to shoot the suspect when he turned around and pointed a gun at him while attempting to flee.

CPO Anderson's actions enabled the police to capture the suspect. CPO Anderson has been with G4S for a little more than 3 years. Because of his law enforcement background, he was assigned to Tri-Rail. He is a native of Jamaica, where he served with the Constabulary Police. Both CPOs were severely injured and their quick actions resulted in no harm or loss of life to any passengers.

- **Conductor Thomas Baker:** On February 15, Conductor Baker was working at the Metrorail Transfer Station when he saw a 65-year old woman collapse on the east platform. When he reached her, he found she had no pulse and was not breathing. He revived her by performing CPR until EMS arrived. He truly saved her life. He joined Veolia Transportation in 2010 as an Operations Supervisor. He was promoted to conductor two years later. Conductor Baker served in the U.S. Air Force as a law enforcement apprentice for almost 5 years. Prior to joining Veolia, he worked in the law enforcement field in South Florida for more than 15 years.

The Chair stated that these three heroes are indicative of the quality and caliber of men and women who serve our passengers every day. We are honored to have them as part of the SFRTA team.

There were award presentations and photo opportunities.

PUBLIC HEARING -1

ADVERTISED PUBLIC HEARING

NOTICE OF PUBLIC HEARING AND INTENT TO FILE SECTIONS 5307 and 5337 GRANT APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION IN THE AMOUNT OF \$31,087,400

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of March 28, 2014 the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA's intent to file Sections 5307 and 5337 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$31,087,400. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Pompano Beach, FL 33064.

PH1 –

1. Open Public Hearing

The Chair opened the Public hearing at 9:38 a.m. He announced that this public hearing is to discuss the South Florida Regional Transportation Authority's Federal Transit Administration fiscal year 2013 funding requests. SFRTA is holding this public hearing to afford an opportunity for citizens, officials, private transportation providers, and other interest groups to present their views and comments regarding SFRTA's intent to file federal grant applications for fiscal year

2013 Program of Projects. SFRTA welcomes all comments. Should anyone wish to comment on this funding request, please see the Recording Secretary to complete an "Appearance Card." The Chair asked Mr. Stephens if he would like to make a statement.

Mr. Jack Stephens, Executive Director, SFRTA thanked the Chair. Mr. Stephens stated that pursuant to federal regulations SFRTA must hold a public hearing to give interested persons the opportunity to express their concerns about SFRTA's intent to file federal grant applications to secure funds for SFRTA's fiscal year 2013 Program of Projects. SFRTA fiscal year 2013 federal grant funds will include: funding to equip the SFRTA's rolling stock fleet with Positive Train Control in the amount of \$1,590,000; funding for the purchase of On-Board Camera's for the Rotem cars in the amount of \$1,050,000; funding for Preventative Maintenance costs associated with the Operating Budget in the amount of \$16,000,000. That concluded his statement.

The Chair called Mr. Michael Smith to address the Board.

Mr. Michael Smith of Ft. Lauderdale, Florida, representing the Coalition of Rail Passengers addressed the Board. Mr. Smith stated that original passenger service along the FEC existing rail line extended to Homestead, Florida. To permit passenger service to Homestead would not require any additional land purchase. Extension to Homestead would be beneficial to Homestead passengers with the completion of the MIC.

Mr. Stephens responded that he was recently offered the opportunity to purchase the Homestead Extension from CSXT. Mr. Stephens has requested staff to review the plats and studies for consideration of going forward in that area.

Commissioner Barreiro arrived at 9:55 a.m.

Board Member Inamdar requested an update on the Homestead review in two to three months.

2. Close Public Hearing

The Chair closed the Public Hearing at 9:59 a.m.

3. **MOTION TO APPROVE**: Resolution No. 14-02, permitting the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year 2013 grant applications to the Federal Transit Administration (FTA) in the amount of \$31,087,400 in Capital and Planning funds to support the SFRTA Program of Projects.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Frank Frione.

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

CONSENT AGENDA

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

- C1. MOTION TO APPROVE:** Minutes of Governing Board's Regular Meeting of February 28, 2014.

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

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

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:** Resolution No. 14-03, Support for Funding of Quiet Zone Improvements along the Florida East Coast Railway corridor, in coordination with the Broward and Palm Beach Metropolitan Planning Organizations (MPOs).

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

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

- R2. MOTION TO APPROVE:** Letter Agreement with Miami-Dade County to terminate the License Agreement for the Miami International Airport Parcel (as defined herein).

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

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

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 - Tri-Rail Coastal Link On FEC Corridor

The Chair updated the Board on the meetings held in Washington, DC. He stated that Mr. Stephens, Ms. Moore and the Chair met with the Deputy Director of the Federal Railroad Administration (FRA); Acting Administrator of the Federal Transportation Administration (FTA). It was all inclusive of all the parties involved: All Aboard Florida (AAF); FDOT; SFRTA and the federal government is the fourth party involved. AAF is seeking a Railroad Rehabilitation Infrastructure Financing loan (RRIF Loan). The federal government is considering the entire system from Miami to Orlando. The parties found it is necessary to have a Non-Compete Agreement. The Chair stated that we may need to take a little pause until the Non-Compete Agreement is concluded through counsel.

Mr. Stephens stated that the FRA and FTA are adamant about a Non-Compete Agreement and there will be no forward movement until the AAF Non-Compete Agreement is negotiated with the SFRTA. These negotiations are ongoing from an aspect of legal representation. The FRA has expended over ½ billion dollars along the South Florida Rail Corridor (SFRC) and there will not be any competition that will denigrate any competing efforts that would be funded or partially funded with federal dollars.

Ms. Moore added that the federal government stated that this is a slow process and the RRIF loan may not be issued for at least one year. The FRA stated that this has to be a win-win situation for all parties.

Mr. Cummings stated that the time frame of operations has been pushed out to 2016. He stated that the SFRTA is premature with all the ground work and the SFRTA should take a step back but continue with the negotiations regarding the access fees and the Non-Compete agreement.

Commissioner Jacobs stated her frustration and is pleased to see the federal government stepping up to encourage the Non-Compete Agreement. More importantly, knowledge of the access fees is foremost. The Commissioner stated her surprise to learn that the three county transit agencies have not been a part of the committee. She expressed that transit agencies should be at the table of negotiations. The Commissioner stated that the plan to have Broward County funding 40% of capital improvements will not be supported. Funding is also an issue.

Board Member Scott referred to the chicken and the egg dilemma. He stated that there appears to be reluctance in the negotiations with the non-compete and the access fees. He stated that until these two items are solved there is no need to proceed.

The Chair stated that SFRTA will continue with the Non-Compete negotiations and internally get the answers to the questions that Commissioner Jacobs has raised.

Board Member Horenburger asked for clarification on the pause of the project.

The Chair responded that the pause is in regards to the three-party negotiations and continue with the Non-Compete negotiations with the partners. The pause is on the formal meetings.

Board Member Cummings suggested continuing on with the access fee negotiations and request the FEC to come up with a number that we can all talk about.

The Chair stated that this is the chicken and egg dilemma that Mr. Scott was referring to. In order for AAF to get the access fee, they need to understand that in order to get the RIFF Loan, the Non-Compete Agreement has to be concluded.

Board Member Frione inquired as to where are the Non-Compete negotiations.

Ms. Moore responded that it continues to be negotiated and drafts are being exchanged.

The Chair stated that SFRTA has agreed to general terms in Washington and the SFRTA and AAF needs to stick with those terms.

Commissioner Barreiro stated that if the FEC wants to do it, let them do it, passenger service on the corridor. Let them do it, and once they do it then we can ask them what the access charges are.

The Chair stated that the FEC does not want to do commuter rail services and that is what we are trying to get them to reflect on the Non-Compete Agreement; that they will stick to their three South Florida stations and that they will have a price differential.

Commissioner Jacobs stated that the RRIF loan should have no bearing on the access fees. Until the terms are discussed and agreed to, the amount of staff time is unnecessary.

Board Member Wolfe commented that he agrees with Commissioner Barreiro on the Non-Compete Agreement and when you look at Tri-Rail operation and the fare box covers less than 30% of the operating costs. When the capital is looked at, if we cannot compete with the private sector we do not deserve to be in business. That goes for expansion on the FEC corridor. SFRTA should pursue the Non-Compete Agreement for track rights issue. As for slowing down on the project and funding discussions, we need to proceed. The project development phase has started and scheduled to finish in 2016. This can be delayed by 1 year, but someday the SFRTA will have the agreement with the FEC and the SFRTA needs to be doing these activities concurrently and cueing up the project to be ready. He continued stating that the biggest promoters of this project should be this Board, the SFRTA. It is our mission in life to solve the transportation problems. Commuter rail is a prominent component of the solution. Expansion on the FEC is a great project and hurdles should be cleared to move ahead.

Mr. Stephens requested Ms. Moore to address the issue of confidentiality.

Ms. Moore stated that the discussion with the federal government arose that AAF is concerned with confidentiality of documents regarding the access fees and the negotiation discussions. AAF is concerned about negotiating with the public. The federal government has asked SFRTA to consider options that will address AAF concerns.

Mr. Stephens stated that the FRA ran into the confidentiality issue in California. An option was to consider a third party to hold all the information. This may or may not work in Florida.

Ms. Moore clarified that the California model would address the confidentiality of the documents, but not the discussions. This is the conundrum, unless the Board would be comfortable with Mr. Stephens, myself and Commissioner Abrams signing a confidentiality agreement that will not disclose the access fees being negotiated for a period of time in which those negotiations will take place.

Board Member Cummings commented that the access fee has much involved, whether or not we put in two more tracks for us to run 32 trains, their 32 trains, our 18-20 stations, insurance, overlapping tracks, crossings. The FEC needs to clarify these things prior to giving an access fee.

Commissioner Jacobs commented that after all this time the FEC decides that there cannot be a negotiated access fee until we change state law and allow them to do it in the dark. There is a "Sunshine Law" and unless there is a way for shade meeting to take place and the FEC does not have to negotiate in the public, then what are we doing in the first place. This has been cloaked in secrecy from day one and going on for years.

Ms. Moore commented that the meetings have not been in violation of the "Sunshine Law."

Board Member Inamdar stated that the Board has entrusted the Chair and Mr. Stephens to continue in the negotiations. It seems premature to involve the entire Board at this time.

Board Member Cummings commented that this can be resolved without laying out all the dollars. It will entail the FEC to lay out the parameters of what they want (i.e. insurance, stations, rental, target date). Whatever it is at least lay out the parameters. If the FEC does not want to negotiate in the public, they should say that this is our bottom price. They need to be forced out with a low number.

Board Member Horenburger commented that the "Sunshine Law" seems to be the issue. She stated that utilizing a third party would still come under the "Sunshine Law".

Board Member Frey commented that it would be good to have a term sheet drafted for negotiations that outlines capital and operational items. The SFRTA should know two numbers, what it takes to operate the corridor without an access fee and with an access fee. How does this access fee flow to all the funding parties. We need to know our numbers and what we can afford to pay.

The Chair stated that Ms. Moore is to continue efforts to conclude the Non-Compete Agreement. The "Sunshine Law" issue is possible or not depending on what the public will accept. Maybe do some modeling on our own based on some set of assumptions.

Board Member Frione reminded the Board that the federal government wanted us to do this.

Board Member Cummings stated that the FEC needs to state what it is that they want. Such as; if they want to be covered under the State Insurance Program; if they want us to use their stations; if

they want us to build two additional tracks; crossing maintenance; how much is it to run our trains in their tracks and vice-versa. He stated we need to get the scope of their requests and then get our numbers.

Mr. Stephens clarified that there has been a vast amount of work done on this project. FDOT- IV has led the modeling work and the issues surrounding the operational plan. Team efforts (FDOT, SFRTA Planning Department and the MPO's) have been made to identify actual costs involved. Construction numbers are available. The issues that the Board is asking for have been done. They need to be organized to provide a clear understanding on what staff has done on this project. The access fee can be pushed for as it is a critical issue.

Board Member Cummings commented that the access fee may be less than what they want the SFRTA to provide. What the FEC wants the SFRTA to provide can be priced.

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

I-2. INFORMATION - Administrative Headquarters Update

Ms. Loraine Cargill, Planning Manager, SFRTA addressed the Board. Ms. Cargill gave an update on the SFRTA Operation Center. She informed that last January, the Board assigned this project to the Construction Oversight Committee (COC). She called upon Mr. Greg Kyle, consultant with Kimley-Horn to give the PowerPoint update.

Mr. Kyle gave an overview of the activities over past several months at the direction of the COC. Options to construct the new operations facility and a parking garage were considered for the east parcel of the property. A three story building with approximately 75,000 sq.ft, which includes a 150 seat board room is planned for the SFRTA Operations Center. There is a limit of a 45 foot building height. The parking garage is also restricted to 5 parking levels with a 45 foot height restriction to accommodate approximately 400 parking spaces. Meetings with City of Pompano Beach and Mr. Abdo, President of Center Port Association have taken place. This project is seen as an improvement and a welcome addition to the industrial park and the City is appreciative that the SFRTA has decided to make Pompano Beach its permanent home. Currently the project is pushing to get a design build contractor on board.

Board Member Frione commented that the building may take up to 12 months to construct. He referred to Line Item 3B – foundation permit can be started earlier. The City would allow the Private Provider Act to have an outside consultant to do a plan review and inspections, which would be a time savings.

Board Member Inamdar inquired if the garage was precast and an efficient rectangle.

Mr. Kyle responded, yes to precast construction and a rectangular shape garage. The station improvements are also precast and will match all buildings for aesthetic purposes.

Board Member Cummings inquired as to compact car spaces and inquired if there is 325 sq. ft. per car.

Board Member Inamdar inquired as to the timing of the RFP and suggested pushing that up.

Commissioner Barreiro noted the electrical components for the new electric cars.

Mr. Kyle responded that a previous federal grant that was award for the Pompano Station will allow for the electric car recharging components.

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 – February
- B. RIDERSHIP GRAPHS – February

Board Member Frione commented on the ridership. He stated that February showed a 19% increase for Saturday and year-to-date increase of 18%.
- C. ON-TIME PERFORMANCE GRAPHS – February
- D. MARKETING MONTHLY SUMMARY – February
- E. BUDGETED INCOME STATEMENT – February
- F. PAYMENTS OVER \$2,500.00 – February
- G. REVENUE AND FARE EVASION REPORTS – February
- H. SOLICITATION SCHEDULE – February

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Stephens commented on the transition agreement and referred to Ms. Moore.

Ms. Moore reported the agreement is between CSXT, FDOT and SFRTA to address the transition for dispatch and MOW. This should have occurred by the end of the year. She announced that a concurrence has been reached. CSXT has indicated willingness to draft the document and FDOT is currently reviewing it.

Mr. Stephens announced that SFRTA is promoting a special train to run this weekend for the ULTRA Music Festival. This is a coordinated effort with Miami-Dade Transit. Since early last week, SFRTA has been promoting a special late Tri-Rail train to run each night of the Ultra Music Festival, which starts this Friday evening through Sunday night, at Bayfront Park Miami.

- Attendees for the internationally-acclaimed music festival can save money on gas and parking by riding Tri-Rail to and from the event, while also avoiding the traffic jams created by such popular South Florida concerts.
- A special train will leave the Metrorail Transfer Station at 1:45 a.m. after the concert for this evening and tomorrow evening, and at 1:00 a.m. after the Sunday night concert, into Monday morning.
- The event provides the agency with a great opportunity to target the 18 to 34 'Millennial Generation', which is not only the largest generation in US history, but according to the American Public Transportation Association, the most multi-modal.
- According to an APTA study, nearly 70 percent of millennials use multiple travel options several times per week, with public transportation ranked the highest among all modes.
- South Florida residents were also able to enter for the chance to win two tickets to the event, and two complimentary Tri-Rail round-trip passes.
- In a week's time and over 2,000 unique website page views, more than 650 participants entered the contest with 23-year old Jhon Marique of Hialeah Gardens, awarded as the winner.

- Last year, the Ultra Music Festival happened three weeks after Tri-Rail's enhanced weekend schedule change and helped produce the largest Saturday ridership with 7,126 riders.

Commissioner Jacobs inquired as to added security.

Mr. Stephens responded that additional security has been provided.

Mr. Stephens announced the new promotional campaign, "**25 REASONS TO RIDE TRI-RAIL**" to build on the momentum of Tri-Rail's 25th anniversary and extend the celebration of the agency's major milestone, the Corporate and Community Outreach Office has launched the "25 Reasons to Ride Tri-Rail" promotional campaign.

- This effort highlights the many reasons why Tri-Rail is the way to go to work, school or play in South Florida, to grab the attention of potential future riders while providing our current riders with a reinforced assurance of their decision to use the system.
- The promotion includes a contest where twenty-five \$100 Visa gift cards will be randomly awarded from those who registered online.
- Listed on tri-rail.com are our 25 top reasons, which were easy to gather as there are still many more left in store.
- The website has received over 4,000 unique page views and over 100 registrations since the launching of the campaign on Monday of last week.
- Television spots were created with our actual riders reading one of their own reasons from the top 25 reasons to ride Tri-Rail.

Mr. Stephens called upon Mr. Victor Garcia, Corporate & Community Outreach Manager, SFRTA to present the promotional video.

BOARD MEMBER COMMENTS

Commissioner Jacobs inquired as to the "bike-car" situation.

Mr. Brad Barkman, Director of Operations, SFRTA responded that SFRTA is working with the maintenance contractor to determine if they would do the work. He explained that the SFRTA has a consultant on board that is reviewing the space options in the cars. The concept is to take ten cars, remove one side of seats. There are four different concepts currently being reviewed.

Board Member Cummings requested an update on the status of the maintenance and dispatch contracts and the timing of completion.

Ms. Moore responded that dispatch is close to being signed. The JPA has been received from FDOT. The contractor is in the process of getting insurance and bonding. A notice-to-proceed (NTP) is expected within the next week.

Mr. Dan Mazza, SFRTA Director of Engineering, commented on the completion date. The contract states July 1, 2014 that the dispatch will be ready for the opening of the MIC. By October 31, 2014 the transition of the entire corridor should be ready. This is what is stated in the contract,

yet the contractor has stated that there is a timing of 4 to 8 months once they receive the NTP. SFRTA is currently pursuing the Maintenance of Way (MOW) with a goal of October 31, 2014.

Board Member Frey inquired as to the cost savings of the contracts.

Mr. Mazza responded that with the MOW contract, the cost estimates are more than what the State is currently paying for maintenance with CSXT.

The Chair added that it is customer friendly to control the dispatch.

Mr. Stephens added that CSXT is leaving the corridor and is no longer in the business of maintaining and dispatching corridors that carry passengers.

Board Member Wolfe announced that I-595 Express Lanes have opened up and a grand opening will take place this afternoon with dignitaries and the Governor presiding. Board Member Wolfe commented on the "Availability Payments" financing.

ADJOURNMENT

There being no further business the meeting was adjourned at 11:20 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 25, 2014AGENDA ITEM REPORT Consent RegularAUTHORIZING RESOLUTION NO. 14-04
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2014 PROGRAM OF PROJECTSREQUESTED ACTION:

MOTION TO APPROVE: Resolution No. 14-04, permitting the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year 2014 grant applications to the Federal Transit Administration (FTA) in the amount of \$30,478,054 in Capital and Planning funds to support the SFRTA Program of Projects.

SUMMARY EXPLANATION AND BACKGROUND:

Last month, the SFRTA Board approved SFRTA's Section 5307 Formula/Flexible Capital/Planning Grant and Section 5337 State of Good Repair applications for Fiscal Year 2013. This month, SFRTA staff is requesting authorization to submit to the Federal Transit Administration (FTA) the applications for Fiscal Year 2014, SFRTA's Section 5307 Formula/Flexible Capital/Planning Grant application in the amount of \$16,872,192, and Section 5337 State of Good Repair Grant application in the amount of \$13,605,862. The applications for FY 2013 were delayed due to the adoption of the reauthorization of the federal surface transportation act (entitled, "Moving Ahead for Florida in the 21st Century" or MAP-21) and the related changes in formulas and regional apportionments.

The Section 5307 and 5337 funds will be utilized to financially support the SFRTA Program of Projects, which includes the following: Passenger Emergency Intercom; Positive Train Control; Passenger Information System; Opa-Locka Parking Improvements; General Engineering Consultants; Preventative Maintenance; Operations Center; Project Support and Administration; Transit Enhancements; Locomotives.

A Public Hearing for the SFRTA FY 2014 Program of Projects will be held at the April 25, 2014, SFRTA Governing Board meeting. A Notice of Public Hearing for the SFRTA FY 2014 Program of Projects and intent to file the Grant Applications with the FTA was advertised in the local newspapers in each county in April 2014.

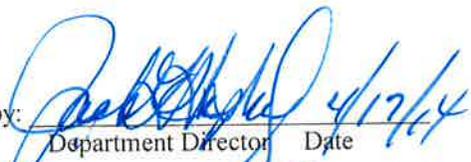
Department: Finance and Information Technology
Project Manager: Carla D. McKeever

Department Director: Jack Stephens
Procurement Director: Christopher Bross

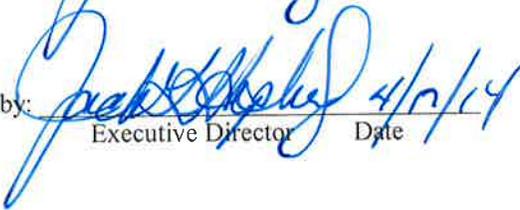
FISCAL IMPACT: The SFRTA FY 2014-2015 Capital Budget incorporates these federal funds.

EXHIBITS ATTACHED: Exhibit 1: Authorizing Resolution No. 14-04
Exhibit 2: Public Hearing Notice

AUTHORIZING RESOLUTION NO. 14-04
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2014 PROGRAM OF PROJECTS

Recommended by:  4/17/14
Department Director Date

Approved by:  4/17/14
Contracts Director Date

Authorized by:  4/17/14
Executive Director Date

Approved as to Form by:  4-17-14
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No
Nick A. Inamdar Yes No
James A. Scott Yes No
James A. Wolfe, P.E. Yes No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RESOLUTION NO. 14-04

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

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

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

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

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

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

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

Section 3. SFRTA’s Program of Projects includes the following: Public Information System; Positive Train Control; Opa-Locka Parking Improvements; General Engineering Consultants; Passenger Emergency Intercom; Preventative Maintenance; Operations Center; Project Support and Administration; Transit Enhancements; and Locomotives.

Section 4. SFRTA’s Program of Projects is estimated to cost \$30,478,054 in federal funding.

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

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

Section 7. SEVERABILITY.

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

Section 8. CERTIFICATION.

The undersigned duly qualified the Executive Director, or the Executive Director Designee, acting on behalf of SFRTA, certifies that the forgoing is a true and correct copy of a resolution adopted at a legally convened meeting of the SFRTA Governing Board held on April 25, 2014.

Section 9. EFFECTIVE DATE.

This Resolution shall become effective upon its adoption.

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

- Member – Commissioner Bruno Barreiro- _____
- Member – James A. Cummings - _____
- Member- Andrew Frey - _____
- Member – Frank Frione - _____
- Member – Marie Horenburger - _____
- Member – Nick Inamdar - _____
- Member – Commissioner Kristin Jacobs - _____
- Member – James A. Scott - _____
- Member – James A. Wolfe - _____
- Chair – Commissioner Steven L. Abrams - _____

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

_____.

ATTEST

South Florida Regional Transportation Authority

By: _____
Jack Stephens
Executive Director

By: _____
Chair

_____ day of _____

(SFRTA seal)

Approved as to form and legal sufficiency by:

Teresa J. Moore
General Counsel, SFRTA

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

**NOTICE OF PUBLIC HEARING AND INTENT TO FILE
SECTIONS 5307 and 5337 GRANT APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION IN THE AMOUNT OF \$30,478,054**

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of April 25, 2014 the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA's intent to file Sections 5307 and 5337 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$30,478,054. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Pompano Beach, FL 33064. The following represents SFRTA's Program of Projects for Fiscal Year 2014:

Urbanized Area:	Miami, Florida
Federal Transit Administration Apportionment:	\$30,478,054
Total Funds Available:	\$30,478,054
Designated Recipient:	South Florida Regional Transportation Authority

PROGRAM OF PROJECTS

Project Support & Administration	\$ 1,200,000
Planning Consultants	\$ 1,700,000
Public Information System	\$ 108,292
Non-Revenue Fleet Vehicles	\$ 1,200,000
General Engineering Consultants	\$ 1,500,000
Opa-Locka Parking Improvements	\$ 1,321,708
Transit Enhancements	\$ 168,000
Passenger Emergency Intercom	\$ 825,000
Positive Train Control	\$ 2,106,000
Computer/Office Equipment	\$ 200,000
Locomotives	\$ 975,000
Hialeah Yard	\$ 100,000
Operations Center Building	\$ 1,529,024
Preventative Maintenance	\$ 17,545,030
Total Request	\$30,478,054

FUNDING SOURCES

FTA Capital Assistance	\$30,478,054
------------------------	---------------------

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

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding must, at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33rd Street, Pompano Beach, FL 33064, or telephone (954) 942-7245 for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

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

Unless amended, this notice will serve as the SFRTA's final Program of Projects for Fiscal Year 2014.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 25, 2014

AGENDA ITEM REPORT

Consent Regular

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT FM #421390-4-94-01
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR
THE FORT LAUDERDALE WAVE MODERN STREETCAR PROJECT

REQUESTED ACTION:

MOTION TO APPROVE: Supplemental Joint Participation Agreement (JPA), FM #421390-4-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for State funds, in the amount of \$23,360,000 for the Design and Construction of the Fort Lauderdale Wave Modern Streetcar Project.

SUMMARY EXPLANATION AND BACKGROUND:

On April 26, 2013, the SFRTA Board approved a JPA with FDOT District IV in the amount of \$1,100,000 towards the Project Management Consultant Services (PMC) and design services for the Fort Lauderdale Wave Modern Streetcar project (Wave Streetcar).

The Wave Streetcar will be a modern streetcar system that connects the Florida Atlantic University/Broward College downtown campus, the Broward County Courthouse/Judicial Complex, the Broward General Medical Complex, the Broward County Government Center, Fort Lauderdale Museum of Art, Broward County Transit's downtown transit terminal along with numerous other residential, entertainments and recreational, commercial and employment destinations.

This JPA (Exhibit 1) is for an additional \$23,360,000 for the Design and Construction phases of the Wave Streetcar. Additional funds are programmed in FDOT's work program for future years to complete its funding commitment.

Staff is now requesting Board approval of the JPA between SFRTA and FDOT, to secure the \$23,360,000 in state funds for the Wave Streetcar.

Department: Planning & Capital Development
Project Manager: Barbara Handrahan

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

FISCAL IMPACT: The state funds will be advanced and be available in FY 2013/2014 Capital Budget

EXHIBIT ATTACHED: Exhibit 1 - Supplemental Joint Participation Agreement

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT FM #421390-4-94-01
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR
THE FORT LAUDERDALE WAVE MODERN STREETCAR PROJECT

Recommended by: W Cross 4/17/14
Department Director Date

Approved by: C.E. Z 4/17/14
Contracts Director Date

Authorized by: [Signature] 4/17/14
Executive Director Date

Approved as to Form by: [Signature] 4-17-14
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
Frank Frione Yes No
Marie Horenburger Yes No

Commissioner Kristin Jacobs Yes No
Andrew Frey Yes No
Nick A. Inmadar Yes No
Jim Scott Yes No
James A. Wolfe, P.E. Yes No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

725-030-07
PUBLIC TRANSPORTATION
08/11
Page 1 of 4

Financial Project No.: 42139049404 <small>(item-segment-phase-sequence)</small>	Fund: NSTP Function: 683 Federal No.: DUNS No.: 80-939-7102	FLAIR Category: 088774 Object Code: 750012 Org. Code: 55042010429 Vendor No.: VF650002789003
Catalog of Federal Domestic Assistance Number: _____		Catalog of State Financial Assistance Number: 55.017

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
800 NW 33rd STREET, SUITE 100, POMPANO BEACH, FL 33064
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 9th day of MAY, 2013, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$24,460,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description:

N/A

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$47,131,200.00
bringing the revised total cost of the project to \$67,331,200.00

Paragraph 4.00 of said Agreement is increased by \$23,360,000.00
bringing the Department's revised total cost of the project to \$24,460,000.00

3.00 Amended Exhibits:

Exhibit(s) B, D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement December 31st, 2017

5.00 E-Verify

Vendors/Contractors:

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

Financial Project No. 42139049404

Contract No. AR068

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated MAY 9th, 2013 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

FDOT

SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY

See attached Encumbrance Form for date of Funding
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

TITLE

Financial Project No. 421390-4-94-04
Contract No. AR068
Agreement Date _____

**ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority (SFRTA)
800 NW 33rd Street, Suite #100, Pompano Beach, FL 33064
dated May 9, 2013.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

The Supplemental Joint Participation Agreement between the State of Florida Department of Transportation (FDOT) and South Florida Regional Transportation Authority (SFRTA) for state funds, in the amount of \$23,360,000.00 for the design and construction of the Wave Streetcar Project Phase 1(a) which will serve the core 1.42-mile segment of a total 2.70-mile (two way) streetcar corridor in downtown Fort Lauderdale.

I.	Project Cost	As Approved	As Amended	Total Project Cost
	Project cost	\$20,200,000.00	\$47,131,200.00	\$67,331,200.00
	Total Cost	\$20,200,000.00	\$47,131,200.00	\$67,331,200.00
II.	Fund Participation	As Approved	As Amended	Total Project Cost
	FTA (Tiger Grant)	\$18,000,000.00	\$ 0.00	\$18,000,000.00
	MPO (SU)	\$ 0.00	\$ 411,200.00	\$ 411,200.00
	Department	\$ 1,100,000.00	\$23,360,000.00	\$24,460,000.00
	City of Ft. Lauderdale	\$ 1,100,000.00	\$ 9,400,000.00	\$10,500,000.00
	Special Assessment Dist.	\$ 0.00	\$13,960,000.00	\$13,960,000.00
	Total Cost	\$20,200,000.00	\$47,131,200.00	\$67,331,200.00

Comments:

Fin. Proj. No.: 421390-4-94-04

Contract No.: AR068

Agreement Date: _____

PROJECT BUDGET

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

PARTICIPATION:	FY2012/2013	FY2013/2014	FY2014/2015	Total
Federal Participation:				
FTA (TIGER Grant)	\$18,000,000		\$0	\$18,000,000
MPO (SU)		\$411,200	\$0	\$411,200
Maximum Department Participation:				
Primary (NSTP)	\$1,100,000	\$23,360,000	\$7,934,400	\$32,394,400
Local Participation				
City of Fort Lauderdale	\$1,100,000	* \$9,400,000	\$0	\$10,500,000
Local (TBD)	\$0	\$0	\$7,934,400	\$7,934,400,
Special Assessment District	\$0	\$13,960,000	\$0	\$13,960,000
Total	\$20,200,000	\$47,131,200	\$15,868,800	\$83,200,000

TOTAL PROJECT COST:	\$83,200,000
----------------------------	---------------------

* The dollar amount shown includes a \$7,540,000 land donation from the City of Fort Lauderdale. The property values still needs final assessment and is subject to change. Any change to the value will be reflected in an amendment to this agreement.

Note: The Department's contribution is not to exceed the local share.

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

Recommended by: WCross 4/17/14
Department Director Date

Approved by: [Signature] 4/17/14
Contracts Director Date

Authorized by: [Signature] 4/17/14
Executive Director Date

Approved as to Form by: [Signature] 4-17-14
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

- | | | | |
|-------------------------------|--|-----------------------------|--|
| Commissioner Steven L. Abrams | <input type="checkbox"/> Yes <input type="checkbox"/> No | Commissioner Kristin Jacobs | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Commissioner Bruno Barreiro | <input type="checkbox"/> Yes <input type="checkbox"/> No | Andrew Frey | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| James A. Cummings | <input type="checkbox"/> Yes <input type="checkbox"/> No | Nick A. Inmadar | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Frank Frione | <input type="checkbox"/> Yes <input type="checkbox"/> No | Jim Scott | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Marie Horenburger | <input type="checkbox"/> Yes <input type="checkbox"/> No | James A. Wolfe, P.E | <input type="checkbox"/> Yes <input type="checkbox"/> No |

EXECUTIVE SUMMARY

SFRTA FIVE YEAR SHUTTLE BUS SERVICE AND FINANCIAL PLAN

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

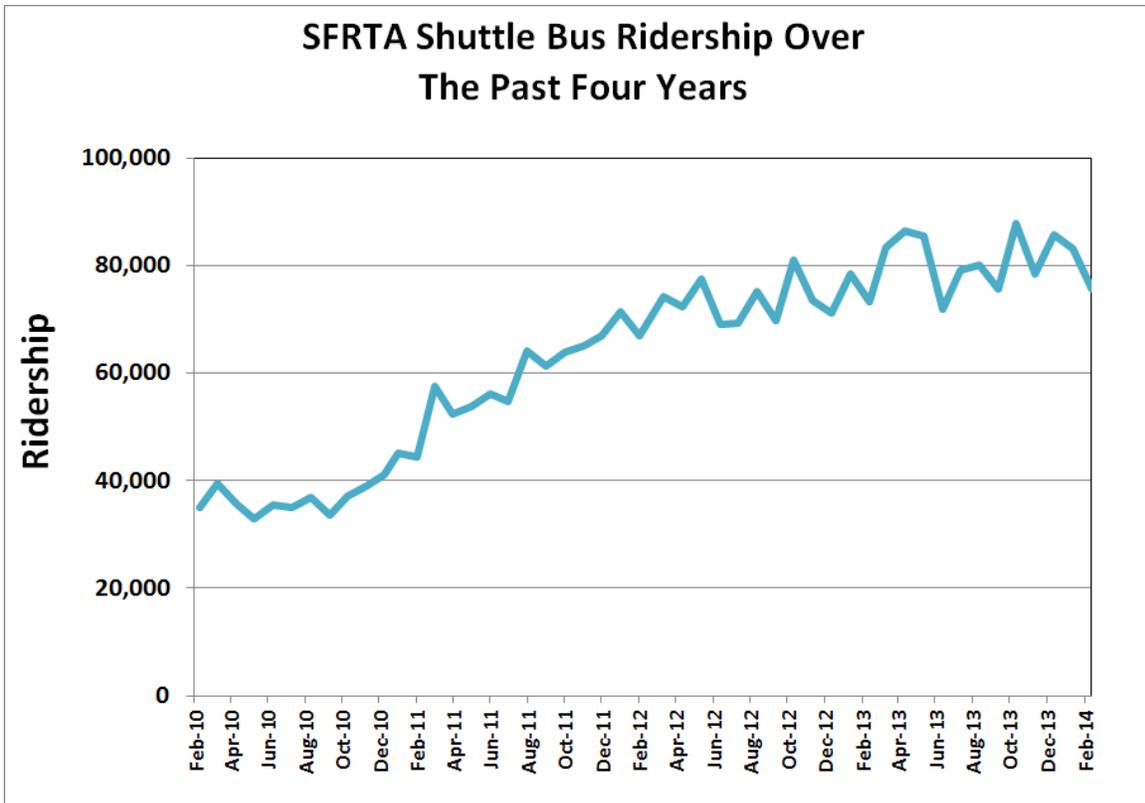
The shuttle bus program is fiscally constrained for the next five years, due to expiring grant funding on several Job Access and Reverse Commute (JARC)-funded routes. The two downtown Fort Lauderdale routes and Opa-locka South will expire after fiscal year 2016. The Wave Modern Streetcar, scheduled for operational service in FY 2017, duplicates the alignment of the expiring Fort Lauderdale routes and will mitigate impact on current shuttle passengers.

Some of the highlights of the new Five Year Shuttle Bus Service and Financial Plan (the “Shuttle Bus Plan”) include:

- A new partnership with the City of Fort Lauderdale for operation of midday Cypress Creek service, the “Uptown Link” Routes, which began service on March 17, 2014.
- A new three-way partnership to fund a new Boynton Beach Shuttle Route projected to start service in October 2014.
- Continuation of existing shuttle bus partnerships
 - Arvida Park of Commerce
 - Downtown Fort Lauderdale Transportation Management Association (DFLTMA)
 - City of Opa-locka
 - South Florida Education Center
 - City of Delray Beach

The SFRTA Planning and Operations departments actively monitor shuttle bus system performance to ensure that all routes meet the minimum standard of seven (7) passengers-per-hour, which was previously recommended and endorsed by the PTAC. The attached SFRTA Shuttle Bus Evaluation Matrix (Exhibit 3) shows the ranking of all shuttle routes operated and/or funded by the SFRTA. Currently all routes are exceeding the minimum performance standard of seven (7) passengers-per-hour. Shuttle bus maps for services currently in operation can be viewed online at <http://www.tri-rail.com/shuttles>.

Since 2010, the SFRTA shuttle bus system has seen consistent yearly ridership increases. Over the past three years, monthly ridership has nearly doubled from approximately 45,000 to almost 80,000. Below is a graph which depicts ridership growth from February 2010 thru February 2014.



The Shuttle Bus Plan was endorsed by the SFRTA PTAC at its March 18, 2014 meeting and is contingent upon Board approval of the Shuttle Bus Plan and the SFRTA FY 2014-2015 Operating Budget.

Exhibit 2- DRAFT SFRTA Five Year Shuttle Bus Service and Financial Plan (FY 2015 Thru FY 2019)

Line		Proposed 2015	2016	2017	2018	2019	
Revenues	1	Funding Sources					
	2	SFRTA General Operating Funds	\$ 4,747,328	\$ 4,880,221	\$ 5,182,081	\$ 5,270,985	\$ 5,359,898
	3	Developer Contribution (Boca Raton Shuttle 1)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	4	City of Opa-Locka (Opa-Locka South Shuttle)	\$ 94,738	\$ 94,738	\$ -	\$ -	\$ -
	5	City of Fort Lauderdale (Uptown Shuttle Link)	\$ 181,773	\$ -	\$ -	\$ -	\$ -
	6	FTA Job Access Reverse Commute	\$ 553,410	\$ 449,722	\$ -	\$ -	\$ -
	7	FDOT Service Development Grant (Boynton Beach)(Requires 50% match)	\$ 228,043	\$ 209,900	\$ -	\$ -	\$ -
	8	Total Revenues	\$ 5,905,292	\$ 5,734,581	\$ 5,282,081	\$ 5,370,985	\$ 5,459,898
Expenses	9	Tri-Rail Shuttle Routes (Operated by SFRTA)					
	10	Lake Worth Shuttle 1	\$ 210,957	\$ 217,286	\$ 223,615	\$ 229,944	\$ 236,272
	11	Boca Raton Shuttle 1	\$ 114,418	\$ 117,850	\$ 121,283	\$ 124,715	\$ 128,148
	12	Deerfield Beach Shuttle 1	\$ 114,418	\$ 117,850	\$ 121,283	\$ 124,715	\$ 128,148
	13	Deerfield Beach Shuttle 2	\$ 128,720	\$ 132,581	\$ 136,443	\$ 140,305	\$ 144,166
	14	Pompano Beach Shuttle 1	\$ 128,720	\$ 132,581	\$ 136,443	\$ 140,305	\$ 144,166
	15	Cypress Creek Shuttle 1	\$ 235,986	\$ 243,066	\$ 250,145	\$ 257,225	\$ 264,305
	16	Cypress Creek Shuttle 2	\$ 239,562	\$ 246,749	\$ 253,936	\$ 261,122	\$ 268,309
	17	Cypress Creek Shuttle 3	\$ 178,778	\$ 184,141	\$ 189,504	\$ 194,867	\$ 200,231
	18	Fort Lauderdale Shuttle 1	\$ 414,764	\$ 427,207	\$ 592,629	\$ 609,392	\$ 626,164
	19	Fort Lauderdale International Airport Shuttles (1, 2, and Circulator)	\$ 815,463	\$ 839,927	\$ 864,391	\$ 888,855	\$ 913,319
	20	Sheridan Street Shuttle 1	\$ 96,540	\$ 99,436	\$ 102,332	\$ 105,228	\$ 108,125
	21	Sub-Total	\$ 2,678,325	\$ 2,758,674	\$ 2,992,003	\$ 3,076,673	\$ 3,161,352
	22	Approved JARC Shuttle Routes (Operated by SFRTA)					
	23	Fort Lauderdale Shuttle 2	\$ 189,504	\$ 195,189	\$ -	\$ -	\$ -
	24	Fort Lauderdale Shuttle 3 (Weekends)	\$ 181,889	\$ 187,346	\$ -	\$ -	\$ -
	25	Opa-Locka South Shuttle	\$ 375,433	\$ 386,696	\$ -	\$ -	\$ -
	26	Sub-Total	\$ 746,826	\$ 769,231	\$ -	\$ -	\$ -
	27	Partnerships/Payments (Not operated by SFRTA)					
	28	MDT Annual Payment	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666
	29	Palm Tran Annual Payment	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666
	30	Boca Raton APOC East and West Shuttles Partnership	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000
	31	City of Fort Lauderdale (Uptown Shuttle Link)	\$ 181,773	\$ -	\$ -	\$ -	\$ -
	32	Downtown Fort Lauderdale TMA Routes Partnership	\$ 236,000	\$ 161,509	\$ 161,509	\$ 161,509	\$ 161,509
	33	South Florida Education Center Shuttle Partnership	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000
	34	Delray Beach CRA Roundabout Partnership	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
	35	Sub-Total	\$ 2,061,105	\$ 1,804,841	\$ 1,804,841	\$ 1,804,841	\$ 1,804,841
	36	Proposed Routes (2-Year Demonstration)					
	37	Boynton Beach Shuttle (Contingent Upon Partnership)	\$ 114,022	\$ 104,950	\$ 209,900	\$ 209,900	\$ 209,900
	38	Sub-Total	\$ 114,022	\$ 104,950	\$ 209,900	\$ 209,900	\$ 209,900
	39	Other					
	40	5% Contingency	\$ 280,014	\$ 271,885	\$ 250,337	\$ 254,571	\$ 258,805
41	Special Event Service	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	
42	Sub-Total	\$ 305,014	\$ 296,885	\$ 275,337	\$ 279,571	\$ 283,805	
43	Total Expenses	\$ 5,905,292	\$ 5,734,581	\$ 5,282,081	\$ 5,370,985	\$ 5,459,898	
44	Revenue Surplus/Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	

ASSUMPTIONS:

Red cells indicate discontinuation of funding.

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

Lines 3,4, 28-34 : Funding levels with existing partnerships (APOC, Delray, MDT/PB Payments, OpaLocka, SFEC) are continued as is

Lines 6, 23-25 : JARC Routes (FL-2,FL-3, OPA-S) funding for FY 16 contingent upon award - Funding needed for 2017 and beyond

Line 5 : Uptown Shuttle Link to be 100% reimbursed for maximum amount allowable for 1 year

Line 18 : FL-1 moves to 2 buses operating seven days a week in FY 17; for JARC (FL-1, FL-2) sunset mitigation

Line 32: Funding NW Link and Neighborhood Link at 50% for duration

Line 37: Boynton: Assumes 25/25/50 RTA/City/ FDOT (Service Grant) for FY 15 & 16 then RTA/City Match thru FY 18

DRAFT - 4/8/2014

Exhibit 3- SFRTA Shuttle Bus Evaluation Matrix

Line #	Route Name	Annual Ridership 3/2013-2/2014	Average Daily Ridership		Annual SFRTA Operating Cost FY 2013*	Annual Operating Hours FY 2013		Average Annual Passengers per Hour	Average Annual Operating Cost Per Trip		Total Score	Rank		
			Score	Score		Score	Score		Score	Score				
3	Opa-Locka South Shuttle	124,470	3	476.9	3	\$ 94,738	6	6,891	18.1	2	\$ 0.76	2	16	1
9	Ft. Lauderdale Shuttle 3 (Weekends)	47,330	5	455.1	4	\$ 45,841	5	3,307	14.3	5	\$ 0.97	3	22	2
2	Ft. Lauderdale International Airport (Weekdays and Weekends)	351,495	1	963.0	1	\$ 815,463	17	14,827	23.7	1	\$ 2.32	4	24	3
7	Ft. Lauderdale Shuttle 1	125,958	2	482.6	2	\$ 414,764	16	7,411	17.0	3	\$ 3.29	6	29	4
5	Boca Raton Shuttle 1	29,943	10	114.7	10	\$ 14,418	4	2,080	14.4	4	\$ 0.48	1	29	4
11	Cypress Creek Shuttle 2	54,957	4	210.6	5	\$ 239,562	15	4,356	12.6	7	\$ 4.36	8	39	6
10	Cypress Creek Shuttle 3	37,360	6	143.1	6	\$ 178,778	12	3,251	11.5	9	\$ 4.79	10	43	7
13	Ft. Lauderdale Shuttle 2	30,778	9	117.9	9	\$ 94,752	7	3,446	8.9	13	\$ 3.08	5	43	7
6	Deerfield Beach Shuttle 1	29,223	11	112.0	11	\$ 114,418	9	2,080	14.0	6	\$ 3.92	7	44	9
14	Deerfield Beach Shuttle 2	28,337	12	108.6	12	\$ 128,720	11	2,340	12.1	8	\$ 4.54	9	52	10
15	Lake Worth Shuttle 1	32,877	8	126.0	8	\$ 210,957	13	3,478	9.5	12	\$ 6.42	14	55	11
12	Cypress Creek Shuttle 1	37,251	7	142.7	7	\$ 235,986	14	4,291	8.7	14	\$ 6.34	13	55	11
17	Pompano Beach Shuttle 1	26,210	13	100.4	13	\$ 128,720	11	2,340	11.2	10	\$ 4.91	11	58	13
16	Sheridan Street Shuttle 1	16,782	14	64.3	14	\$ 96,540	8	1,755	9.6	11	\$ 5.75	12	59	14

Average daily ridership is calculated by dividing annual ridership by 261 (weekdays) or 104 (weekends).

Annual operating hours are not used for ranking purposes, only for calculating passengers per hour, and are based on Feb 2014 service levels.

*Annual operating cost only includes the cost incurred by SFRTA.

Updated 4/8/2014

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 25, 2014

AGENDA ITEM REPORT

Consent Regular

JOINT PARTICIPATION AGREEMENT
TRANSPORTATION REGIONAL INCENTIVE PROGRAM
FOR FISCAL YEAR 2013-2014

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA), between the South Florida Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), for Transportation Regional Incentive Program (TRIP) funds in the amount of \$4,228,800 towards the purchase of SFRTA fleet locomotives.

SUMMARY EXPLANATION AND BACKGROUND:

In the prior fiscal year, FDOT and the SFRTA entered into an agreement through a JPA for FDOT to fund \$3,502,874 towards the purchase of new locomotives. FDOT is now providing SFRTA with an additional \$4,228,800 towards the purchase of its fleet of locomotives. All FDOT funds will be matched 100% by SFRTA.

Department: Finance & Information Technology Department Director: Jack Stephens
Project Manager: Elizabeth Walter-Ebersole Procurement Director: Christopher Bross

FISCAL IMPACT: This Agreement will fund \$4,228,800 through a JPA from FDOT towards the purchase of locomotives out of the SFRTA Fiscal Year 2014-2015 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – TRIP/FDOT Joint Participation Agreement

JOINT PARTICIPATION AGREEMENT
TRANSPORTATION REGIONAL INCENTIVE PROGRAM
FOR FISCAL YEAR 2013-2014

Recommended by:  4/17/14
Department Director Date

Approved by:  4/17/14
Contracts Director Date

Authorized by:  4/17/14
Executive Director Date

Approved as to Form by:  4-17-14
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No

Marie Horenburger Yes No

Commissioner Bruno Barreiro Yes No

Commissioner Kristin Jacobs Yes No

James A. Cummings Yes No

Nick A. Inamdar Yes No

Andrew Frey Yes No

James A. Scott Yes No

Frank Frione Yes No

James A. Wolfe, P.E. Yes No

Appropriation Bill Number(s)/Line Number (s)
SB 2000: _____
DUNS No.: 80-939-7102 (DOT)
DUNS No.: 793-871-922 (SFRTA)
CSFA No.: 55.026

Contract No.: _____
FM No.: 421390-5-94-01
FEID No.: VF-650-002-789
F.A.P. No.: 8886-467 A
COUNTY: **DISTRICTWIDE**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT

THIS Transportation Regional Incentive Program (TRIP) Agreement ("Agreement"), entered into this _____ day of _____, 20____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA), hereinafter referred to as the "AUTHORITY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT is willing to provide the AUTHORITY with financial assistance under Financial Management (FM) No. 421390-5-94-01 for the purchase of two (2) new Tri-Rail/South Florida Regional Transportation Authority locomotives. Refer to **Exhibit A**, Scope of Services attached hereto and made a part hereof; and

WHEREAS, the purpose of this Agreement, the purchase of the new two (2) Tri-Rail/SFRTA locomotives hereinafter referred to as the "Project," is in accordance with Florida Statute 339.2819; and

WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and

WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and

WHEREAS, the AUTHORITY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and

WHEREAS, the Southeast Florida Transportation Authority, acting as a designated regional partnership under Fla. Stat §339.155 (5)(c) and formed by an interlocal agreement, designated Tri-Rail as a regional facility.

WHEREAS, the AUTHORITY by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. **SERVICES AND PERFORMANCE**
 - A) The Projects consists of funding assistance for the purchase of two (2) new Tri-Rail/SFRTA locomotives.
 - B) The AUTHORITY agrees to undertake the purchase in accordance with all applicable, federal, state and local statutes, rules, regulations, and standards. Upon completion of the Project, the AUTHORITY shall certify to the DEPARTMENT in writing that the Project has been completed in accordance with the applicable standards, statutes, rules, regulations, and standards.
 - C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the purchases by the AUTHORITY and of the details thereof. Coordination shall be maintained by the AUTHORITY with representatives of the DEPARTMENT. The AUTHORITY shall provide the DEPARTMENT with quarterly progress reports. The AUTHORITY will submit written progress reports by the 15th day of the month, following the end of each quarter (January 15th, April 15th, August 15th, October 15th) detailing the activities performed related to the Project.
 - D) The AUTHORITY shall not sublet, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.
 - E) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO AUTHORITY :
Florida Department of Transportation – Office of Modal Development	South Florida Regional Transportation Authority
3400 West Commercial Blvd.	800 NW 33 rd Street
Fort Lauderdale, FL 33309-3421	Pompano Beach, FL 33064
Attn: Leos A. Kennedy, Jr.	Attn: Barbara Handrahan
With a copy to: Maurice Borrows	With a copy to: Attorney
A second copy : Office of the General Counsel	

3. **TERM**
 - A) Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the AUTHORITY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2016, whichever occurs first, or unless terminated earlier in accordance with the terms of Paragraph 8.

B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT's Director of Transportation Development or Designee's approval.

4. COMPENSATION AND PAYMENT

A) Pursuant to Florida Statute 339.2819, the AUTHORITY and the DEPARTMENT both agree to each share in one-half (1/2) of the Project expenditures, respectively. However, the DEPARTMENT shall pay 100% of the estimated Project costs for FM #421390-5-94-01.

B) The estimated total cost for this Project as set forth in the DEPARTMENT'S adopted work program is EIGHT MILLION FOUR HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$8,457,600.00). 50% of the estimated Project cost is TRIP funding in the amount of is FOUR MILLION TWO HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$4,228,800.00). The remaining estimated 50% of the Project cost is federally funded (designated as SU funds) in the amount FOUR MILLION TWO HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$4,228,800.00) for actual costs incurred. The parties further agree all remaining costs of the Project that exceeds the Department's maximum participation of EIGHT MILLION FOUR HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$8,457,600.00), shall be the sole responsibility of and shall be paid by the AUTHORITY.

The breakdown of funding for the Project is as follows:

FM # 421390-5-94-01			
Fiscal Year	Department's Share		Total
	TRIP funding	SU funding (Federal)	
2014	\$ 4,183,832.00	\$ 4,228,800.00	\$ 8,412,632.00
2015	\$ 44,968.00	\$ 0.00	\$ 44,968.00
Total	\$ 4,228,800.00	\$ 4,228,800.00	\$ 8,457,600.00

i) All costs charged to the Project shall be supported by invoices, purchase orders, contracts, and/or vouchers evidencing in proper detail the nature and propriety of the charges.

C) The AUTHORITY acknowledges and agrees that the DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

- D) The AUTHORITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The deliverables for the Project consists of:
- 1) Purchase of two (2) new locomotives
 - 2) AUTHORITY's Locomotive Acceptance Certification Form for the two (2) new locomotives
 - 3) Inventory Control Spreadsheet
- E) The AUTHORITY shall submit one invoice (3 copies), plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing after all purchases are completed by the AUTHORITY.
- F) Upon submission of a final invoice, the DEPARTMENT's Project Manager along with the AUTHORITY's representative will inspect and verify that the locomotives meet the Federal Transit Authority's standards/ minimum level of service.
- G) The Final Invoice shall be submitted by the AUTHORITY in detail sufficient for preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in paragraph 4D. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to any reimbursement.

Supporting documentation must establish that the deliverables were received and accepted in writing by the AUTHORITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4F, has been met.

- H) The AUTHORITY must submit the final invoice to the DEPARTMENT within 180-days after the final written acceptance of the Project. Invoices submitted after the 180-day time period may not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project purchases, receipt of final cost documentation, and proper submission of a detailed invoice after the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.
- I) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT under Section 334.044 (29), Florida Statutes.
- J) The AUTHORITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has ten (10) business days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department

of Financial Services. The twenty (20) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- K) If a payment is not available within forty (40) calendar days, separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the AUTHORITY. Interest penalties of less than preparation error will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- L) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services, 1-877-693-5236.
- M) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the AUTHORITY's general accounting records and the project records, together with supporting documents and records of the AUTHORITY and all subcontractors performing work on the project, and all other records of the AUTHORITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- N) The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

5. INDEMNITY AND INSURANCE

- A) The AUTHORITY and its operation contractors and security provider as those terms are set forth in Florida Statute 768.28(10)(d) shall comply with the Contractual Indemnity provision of Paragraph 14.90 and the liability and insurance provision of

paragraph 17 of Exhibit C of the Joint Participation Agreement (AOH-38), dated June 23, 2006, between the DEPARTMENT and the AUTHORITY as extended by the DEPARTMENT on December 10, 2010, attached hereto made a part hereof as **Exhibit B**, or such replacement agreement approved by the parties.

B) WORKERS' COMPENSATION.

The AUTHORITY shall also carry and keep in force Workers' Compensation insurance as required by the State of Florida under the Workers' Compensation Law.

6. COMPLIANCE WITH LAWS

A) The AUTHORITY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the AUTHORITY in conjunction with this Agreement. Failure by the AUTHORITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B) The AUTHORITY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D) The AUTHORITY and the DEPARTMENT agree that the AUTHORITY, its employees, consultants, subconsultants, contractors, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

E) E-Verify. The AUTHORITY / Vendor/ Contractor:

a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AUTHORITY / Vendor/Contractor during the term of the contract; and

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

7. AUDITS

A) The administration of resources awarded by the DEPARTMENT to the AUTHORITY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

B) MONITORING

- i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the AUTHORITY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the AUTHORITY regarding such audit. The AUTHORITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C) AUDITS

i) **PART I: FEDERALLY FUNDED**

- (1) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:
- (2) In the event that the AUTHORITY expends \$500,000 for fiscal years ending after December 31, 2003 or more in Federal awards in its fiscal year, the AUTHORITY must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. **EXHIBIT C** to this Agreement attached hereto and made a part hereof indicates Federal resources awarded through the DEPARTMENT by this Agreement, if applicable. In determining the Federal awards expended in its fiscal year, the AUTHORITY shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the AUTHORITY conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- (3) In connection with the audit requirements addressed in Part I, paragraph 1, the AUTHORITY shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- (4) If the AUTHORITY expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required.

In the event that the AUTHORITY expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the AUTHORITY's resources obtained from other than Federal entities).

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

ii) PART II: STATE FUNDED

- 1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (I), Florida Statutes) are to have audits done annually using the following criteria:
- 2) In the event that the AUTHORITY expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such, the AUTHORITY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT C** indicates state financial assistance awarded through the DEPARTMENT by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the AUTHORITY shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- (3) In connection with the audit requirements addressed in Part II, paragraph 1; the AUTHORITY shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- (4) If the AUTHORITY expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the AUTHORITY expends less than \$500,000 in state financial

assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the AUTHORITY's resources obtained from other than State entities).

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

iii. PART III: OTHER AUDIT REQUIREMENTS

- (1) The AUTHORITY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
- (2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Comptroller, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

iv) PART IV: REPORT SUBMISSION

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

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405

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

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

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

(4) In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the AUTHORITY shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the AUTHORITY's audited schedule of expenditures of Federal awards directly to the following:

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

(5) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the AUTHORITY shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405

(6) Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the AUTHORITY directly to the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405

(7) The Auditor General's Office at the following address:

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

(8) Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the AUTHORITY directly to the DEPARTMENT at the following address:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405

- (9) Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- (10) Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the AUTHORITY in correspondence accompanying the reporting package.

V) PART V: RECORD RETENTION

- (1) The AUTHORITY shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The AUTHORITY shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

8. TERMINATION AND DEFAULT

This Agreement may be canceled by either the AUTHORITY or the DEPARTMENT upon sixty (60) days written notice. However and notwithstanding the foregoing, the DEPARTMENT may terminate this Agreement in the event of the following:

- A) If the DEPARTMENT determines that the performance of the AUTHORITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the AUTHORITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.
- B) If the DEPARTMENT requires termination of the Agreement for any reason whatsoever in the sole discretion of the DEPARTMENT, the DEPARTMENT shall notify the AUTHORITY of such termination, with instructions to the effective date of termination.

- C) If the Agreement is terminated before both locomotives are purchased, the AUTHORITY shall be paid only for costs associated with the partial assembly of the locomotives for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the purchases satisfactorily completed is a percentage of the total purchases called for by this Agreement.

9. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AUTHORITY.
- C) In no event shall the making by the DEPARTMENT of any payment to the AUTHORITY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the AUTHORITY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- iii) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the AUTHORITY and the DEPARTMENT.
- iv) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- v) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.

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

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

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the AUTHORITY has caused this Agreement to be executed in its behalf, by the Chairman of the Board for the South Florida Regional Transportation Authority or its designee, as authorized by **Resolution Number** _____, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ATTEST

CLERK

(Seal)

TITLE

Date

Print Name

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____

EXECUTIVE SECRETARY (SEAL)

Print Name (Date)

BY: _____

DIRECTOR OF TRANSPORTATION DEVELOPMENT
DISTRICT 4

Print Name (Date)

LEGAL REVIEW

BY: _____

OFFICE OF THE GENERAL COUNSEL (Date)

Availability of Funds Approval:

(Date)

EXHIBIT A

**SCOPE OF SERVICES
FM# 421390-5-94-01**

EXHIBIT A
SCOPE OF SERVICES
FM#421390-5-94-01

This Project is for the purchase of two (2) new locomotives to add to the AUTHORITY's existing fleet of locomotives. These locomotives shall not be replacement locomotives for the existing fleet. The locomotives shall be used in operational passenger service at speeds up to 79 mph, hauling a maximum of six (6) bi-level passenger cars in winter or summer conditions, and making all station stops along the current alignment.

The locomotives shall be capable of being operated in multiple units with the AUTHORITY's existing fleets of locomotives, trailer coaches, cab cars, and self-propelled Diesel Multiple Units (DMUs).

The new locomotives shall meet all applicable regulatory requirements, including, but not limited to, the Environmental Protection Agency (EPA), Association of American Railroads (AAR), and the Federal Railroad Administration (FRA)'s latest regulations and standards. Applicable American Public Transportation Association (APTA) standards shall be followed. The locomotives shall meet the Clean Air Act standards (CAA), and the American with Disabilities Act (ADA) requirements.

The locomotives shall have a minimum expected useful life of 25 years.

EXHIBIT B

**PUBLIC TRANSPORTATION
JOINT PARTICIPATION
AGREEMENT
AOH-38**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
04/06
Page 1 of 14

Financial Project No.: 23681618401 <small>(Item-segment-phase-sequence)</small>	Fund: _____ Function: 683 Federal No.: _____ DUNS No.: _____	FLAIR Approp.: _____ FLAIR Obj.: 750097 Org. Code: 55042010432 Vendor No.: 650002789003
Contract No.: <u>AOH 38</u>	CFDA Number: 20.205	CSFA Number: 55.018

THIS AGREEMENT, made and entered into this 23RD day of June, 2006,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before July 1, 2008 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
341.302, 341.303

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree
as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
To provide operating funds and the transfer of management responsibilities for the Florida Commuter Rail Passenger
Service from the Florida Department of Transportation to the South Florida Regional Transportation Authority (SFRC).

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the
project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 48,399,460. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 16,477,000 not to exceed _____ % of the total project cost as detailed in Exhibit "B".

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

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

5.00 Retainage : Retainage is is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

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

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

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

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

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

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

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

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

7.62 Audits:

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

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

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

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

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

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

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

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.621 of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

South Florida Rail Corridor
3400 West Commercial Blvd.
Ft Lauderdale, FL 33309-3421

State of Florida Auditor General
Claude Pepper Building, room 574
111 West Madison Street
Tallahassee, FL 32302-1450

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

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

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

2. In the event that a copy of the reporting package for an audit required by Section 7.621 of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

South Florida Rail Corridor
3400 West Commercial Blvd.
Ft Lauderdale, FL 33309-3421

State of Florida Auditor General
Claude Pepper Building, room 574
111 West Madison Street
Tallahassee, FL 32302-1450

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

South Florida Rail Corridor
3400 West Commercial Blvd.
Ft Lauderdale, FL 33309-3421

State of Florida Auditor General
Claude Pepper Building, room 574
111 West Madison Street
Tallahassee, FL 32302-1450

3. Copies of financial reporting packages required by Section 7.622 of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

South Florida Rail Corridor 3400 West Commercial Blvd. Ft Lauderdale, FL 33309-3421	State of Florida Auditor General Claude Pepper Building, room 574 111 West Madison Street Tallahassee, FL 32302-1450
---	---
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.623 of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

South Florida Rail Corridor 3400 West Commercial Blvd. Ft Lauderdale, FL 33309-3421	State of Florida Auditor General Claude Pepper Building, room 574 111 West Madison Street
---	---
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

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

8.00 Requisitions and Payments:

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

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

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

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

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

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

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

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

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

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

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

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

9.00 Termination or Suspension of Project:

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

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

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

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

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

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49.CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

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

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

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

17.00 Appropriation of Funds:

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

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

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before July 1, 2008. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Florida Department of Transportation. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

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

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

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

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

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

Financial Project No. 23681618401

Contract No. _____

Agreement Date _____

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

AGENCY

South Florida Regional Transportation Authority

AGENCY NAME

JOHN F KOONS

SIGNATORY (PRINTED OR TYPED)

CHAIRMAN

SIGNATURE

John F Koons

TITLE

FDOT

APPROVED AS TO LEGAL SUFFICIENCY BY
Teresa J. Mopre
Teresa J. Mopre
General Counsel SFRTA
GREENBERG - TRAUIG P.A.
777 SOUTH FLAGLER DRIVE WEST PALM BEACH 33401
561-650-7963

See attached Encumbrance Form for date of Funding Approval by Comptroller

Karl Kelm

LEGAL REVIEW *Approved as to form*
DEPARTMENT OF TRANSPORTATION

Greg O'Reilly

DEPARTMENT OF TRANSPORTATION

Director Transportation Development

TITLE



EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation hereinafter called the "Department" and South Florida Regional Transportation Authority hereinafter called the "Agency", dated _____

PROJECT LOCATION:

Palm Beach, Broward and Miami-Dade Counties, Florida

PROJECT DESCRIPTION:

Provide funds and transfer of management responsibilities for the Commuter Rail Passenger Service from the Florida Department of Transportation to the South Florida Regional Transportation Authority (SFRTA).

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, FM number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

EXHIBIT "B"

PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation hereinafter called the "Department" and South Florida Regional Transportation Authority, herein after called the "Agency", dated

I. PROJECT COST:		
SFRTA Operating Budget		\$48,399,460
<hr/>		
TOTAL PROJECT COST		\$48,399,460
II. PARTICIPATION:		
FEDERAL PARTICIPATION		
FTA Funding 06/07	\$6,750,843	✓
Total FTA Participation		\$ 6,750,843 ✓
COUNTY PARTICIPATION		
Dade, Broward, Palm Beach	\$12,477,000	✓
Total County Participation		\$12,477,000 ✓
Other Funding	\$5,694,643	\$ 5,694,643
AGENCY PARTICIPATION		
Advertising & Other Revenue	\$ 300,000	
Passenger Revenue	\$6,699,974	
Total Agency Participation		\$ 6,999,974
DEPARTMENT PARTICIPATION,		
Primary (DS)	\$12,477,000	
Federal Reimbursable (IM)	\$ 4,000,000	✓
Total Department Participation		\$16,477,000
<hr/>		
TOTAL PROJECT COST		\$48,399,460

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation, hereinafter called the "Department" and South Florida Regional Transportation Authority, hereinafter called the "Agency", dated _____.

AGENCY RESPONSIBILITIES

1. The Agency's Executive Director shall prepare on a monthly basis, a complete Agency Budget and Progress Report to be submitted to the Department representative at the Agency's monthly Board Meeting. This report shall contain, but not be limited to, all project commitments, activities, ridership, fare collections and other related information that will provide a comprehensive overview of the entire commuter rail operation.
2. The Agency shall also provide invoice statements to the Department which shall reflect the charges for the operation of the system. These invoices shall contain only a summary of amounts billed to the Department. The Agency shall maintain accurate and comprehensive budget and accounting records in a form approved by the Department. Such records shall be made available on demand for auditing purposes to the Department and other state and federal agencies and to the Agency's internal auditors.
3. The Agency shall coordinate all feeder bus operations. The Agency will coordinate with Broward, Miami-Dade and Palm Beach Counties and their respective transit properties and agencies to assure a reliable and effective distributor/feeder system for the Tri-Rail System.
4. The Department, under the provisions of the Operating and Management Agreement (Phase A and B) between the Department and CSX Transportation, Inc., hereinafter called "CSXT", grants to the Agency the right to operate its trains on the trackage of the South Florida Rail Corridor (SFRC) subject to those limitations provided in the above referenced agreements and in accordance with the operating rules in effect on the SFRC, and as such, the Agency becomes an operating tenant of the SFRC.
5. The Agency shall assure that a comprehensive system fire prevention/control program be developed and maintained for the system. This program shall include training and emergency evacuation policies.
6. The Agency shall continue to require a system security plan that delineates required levels of security for the commuter trains, platform areas, parking lots involved in the Tri-Rail Service in concert with corridor security standards and within fiscal constraints existing at various points in time.

7. The Agency Shall develop a comprehensive System Safety Program Plan (SSPP) and certify to the Department that such a plan has been developed and that the system will be operated in accordance with the plan pursuant to 341.061 F.S.
 8. The Agency shall have the authority and will be responsible for all negotiations, communications with local governments, private entities, CSXT, AMTRAK, and other affected parties necessary to implement and operate the project, excepting those contracts providing specific obligations of the Department concerning the state's ownership of the SFRC. All costs associated with any new construction projects on the state-owned property which solely benefit the commuter rail operation shall be the responsibility of the Agency, unless otherwise agreed to by the Department. All such projects shall be coordinated with the Department.
 9. The Agency shall be responsible for all station maintenance including but not limited to the pedestrian overhead bridges, elevators and utilities also including, but not limited to, sewer, garbage, telephone and electrical services as required solely for the Agency's operations. The Agency shall also be responsible for its share of the utility charges associated with the joint use stations. The Agency shall be responsible for one-half the cost of electrical service necessary for the operation of the existing New River Drawbridge. The Agency shall be responsible for the maintenance of New River Bridge that is being constructed including but not limited to maintenance of track, signals and communications in the Phase "B" Carve Out.
 10. Pursuant to the Amendment to the Memorandum of Agreement (MOA) Amendment (February 24, 1989) between the Department and the Agency, the responsibilities for project activities have been assumed by the Agency. The Agency has ultimate accountability, responsibility and control of the project management. Assignment of 3rd party contracts shall be as agreed in the MOA.
 11. Commitments of project funds shall be the responsibility of the Agency within the confines of the adopted Project Budget by the Agency. Execution of this JPA will project the funding for fiscal year 06/07 as detailed in Exhibit "B", whereby the Agency would receive the Operational Funds and assume responsibilities for commuter passenger service from the Department of Transportation.
- Subject to annual independent audit and/or internal audit or review at anytime, effective July 1, 1991, and thereafter, the Agency shall retain all operating and non-operating revenues to be used toward the payment of budgeted operating costs and expenses during the fiscal year. Such revenue shall include all fares and special events collections, interest earnings and any other sources of earnings resulting from operation of this commuter rail system.
- The Agency shall be responsible for the collection of all fares and revenues resulting from the operation of this commuter rail system.
12. The Agency shall monitor the contract operator of the commuter system and operational records. This will require accurate and comprehensive fiscal management and timely payment for services provided.
 13. The Agency and CSXT shall each be responsible for 50% of the salaries for bridge tenders to assure timely and effective train operations. All costs associated with the provision of dispatching

services by CSXT as specified in Section 3.02 of the Phase A Operating and Management Agreement shall be the responsibility of the Agency and paid directly to CSXT on a quarterly basis, as well as any other dispatching charges agreed to by the Department, the Agency and CSXT.

14. The Agency may have need from time to time to use AMTRAK owned track, equipment or other appropriate facilities to effectively and efficiently operate the project. When such use occurs, the Agency shall be responsible for all AMTRAK contact/negotiation for said utilization of facilities.

15. The Agency shall operate and maintain the Department provided equipment and rolling stock according to prescribed standards and shall be responsible for all equipment and rolling stock warranties, preventative maintenance, maintenance and spare parts inventory. Proper procedures shall be established that will assure proper and timely records are kept and preventative maintenance and maintenance is performed consistent with equipment warranty requirements. The Department ~~may review these records upon request.~~

16. Third Party Contracts - For third party contracts for consultant services and amendments thereto, the agency must receive concurrence from the Department prior to award.

Pursuant to Section 12.10 prior written approval is hereby granted for:

- (a) Consultant and construction contracts below \$25,000 (or the threshold requiring Board approval).
- (b) Contracts approved at Board meetings when the Department's representative was not present and prior written approval was received.

The Department shall also receive copies of executed engineering, construction and operational agreements.

17. Agency shall be bound by and shall incorporate the following provisions (a) - (g) into any contract entered into with a contract operator or security provider which shall also be bound by such provisions.

(a) The Agency is afforded the flexibility to act as the Department's Agent to purchase and provide liability and property insurance coverage during the operations of the project. Insurance coverage shall be consistent with the requirements of the Department/State Operating and Management Agreement with CSXT. The property insurance will be maintained at a level of \$15,000,000.00 during passenger operations of the system and limits of liability above the self insurance retention fund in the amount of \$125,000,000.00 per the Operating and Management Agreement. To the extent required by the Department/State Operating and Management Agreement with CSXT, this insurance coverage responsibility shall be in effect during the project life and will be assumed by the Agency or any other operating entity providing passenger service upon termination of the project. The purpose of this insurance coverage is to provide prudential responsibility to protect the public interest by maintaining quality insurance coverage. It is recognized that the Broker selected by the Agency to place the liability insurance shall also have the capability and responsibility of providing both Risk Management and Claims Investigation/Adjusting

services. It is agreed that the Department will continue to be responsible for the defense of all actions required by the Department/State Operations and Management Agreement and will, therefore, be responsible to perform the overall Claims Handling function. The Agency shall authorize and request the Broker to provide claims handling services to the Department and to bill the Agency directly for any claims handling services considered necessary by the Department. All such services authorized by the Department and paid by the Agency shall be eligible for reimbursement as project costs.

(b) The contract operator, security provider and Agency agree to abide by and be bound by all terms, conditions, restrictions and obligations specified in writing by the Department relating to insurability and/or to the Department's claims handling, settlement, and defense functions undertaken by the Department on behalf of the Agency, contract operator, security provider and their employees. In addition, the contract operator, security provider and Agency agree to comply with all Federal, State and Local laws, rules, regulations and ordinances which apply to the services provided.

(c) All definitions, terms, conditions, restrictions, exclusions, obligations and duties included in any and all policies of insurance purchased by the Agency shall comply with the definitions, terms, conditions, restrictions, exclusions, obligations and duties provided for in the self retention fund created by the Florida Legislature and applicable to claims against the Agency, contract operator, security provider, CSXT and/or the Department.

(d) No attorney's fees or costs shall be incurred by Agency, contract operator or security provider in the defense of any claim covered by the self retention fund without the prior express written approval of the Department.

(e) The self retention fund coverage shall extend only to the Agency, contract operator and security provider and their directors, officers and employees, only when acting in the course and scope of their employment with the Agency, contract operator and security provider. The Agency, contract operator and security provider shall not extend the scope of coverage of the self retention fund. Any decisions relating to coverage, payment settlement, and/or the scope and manner of the defense of all claims covered by the fund shall be made solely and exclusively by the Department whose decision shall be final and binding on the Agency, contract operator, security provider and all other concerned parties and entities.

(f) Agency, contract operator and security provider shall fully cooperate with and act in good faith with respect to the Department's defense of claims on behalf of the Agency, contract operator and security provider. The failure to act in good faith or cooperate with the Department in its defense of Agency and/or contract operator and/or security provider shall be grounds to terminate the defense and deny any payment or settlement under the fund.

(g) The Broker, Agency, contract operator and security provider shall not enter into any contract with respect to risk management, claims investigation, adjusting services and/or defense of claims without the approval of the Department and the Department's Office of the General Counsel.

18. Advance Funding - In accordance with Section 4.20 of this JPA, front end funding is not acceptable. However in previous JPA's (identified for convenience as JPA's #1 - #7) funds had been advanced to the Agency as follows:

JPA #1\$	50,000	Administrative Costs
JPA #2\$	65,000	Administrative Costs
JPA #4\$	250,000	Subcontractor costs for ticket sales and revenue accounting.
JPA #6\$	623,250	Initial operational costs upon start-up.
JPA #7\$	1,000,000	Subcontractor costs for contract operator.

TOTAL\$ 1,988,250

Due to the continuing nature of the project and the continuing need for the Agency to have a positive cash balance to meet it's ongoing expenses and costs, the detailed use of this advanced funding has not been documented to the Department - i.e. detailed invoices for justification, not for reimbursement, have not been submitted to the Department. It is not expected that said detailed invoices will be submitted until the termination of the project or until the expiration of this JPA (as excepted below).

At that time, the Agency must submit a complete reconciliation of the advance funding previously provided by submitting detailed invoices, not for reimbursement, documenting the use of the funds. Any funds not offset by detailed invoices should be a cash balance remaining in the Agency's accounts and must be returned to the Department.

In the event that a subsequent JPA is written and executed, the requirements of this paragraph will be satisfied by incorporating this Article 18, in it's entirety, updated as necessary, to include future front end funding into that subsequent JPA.

In order to allow for the completion, close out and audit of previous JPA's, the existence of the advanced funding identified above is recognized and transferred to this JPA for eventual justification and documentation. Since it is anticipated that such justification and documentation will be in accordance with all the terms and conditions of this JPA.

19. The Agency will be responsible for daily facilities maintenance and operations at the Hialeah Maintenance Yard utilized by the Agency and contract operator. The Department must be consulted and approve decisions regarding capital improvements, major rehabilitation, track and facility layouts, and impacts to other users. CSXT approval will also be required for track, signal and building improvements. Any action which would affect the environmental warranty clauses contained in Operating and Management Agreement Phase A shall have prior Department approval.

20. The Agency will assist the Department to develop a master plan for the Hialeah Maintenance Yard.

21. The Department hereby agrees to provide \$ 12,477,000 for operating cost for the period July 01, 2006 through June 30, 2007. In order that the Agency may maintain a positive cash flow in the early part of this fiscal year, the Department agrees to advance pay, as soon after July 1, 2006 as is practicable, the amount of \$ 3,119,250 which is twenty five percent of the annual commitment of State funds from the Department. The Agency agrees to bill the Department monthly for the Department's share of the Agency's \$ 48,399,460 cost and the Department agrees to pay this amount consistent with section 215.422 F.S. for billings for the period of July 1, 2006 through March 31, 2007. Monthly billings for the period of April 1, 2007 through June 30, 2007, shall be satisfied by payment of the advance as described in this section. If the advance payment is greater than the amount required to satisfy the Department's obligations for the period of April 1, 2007 through June 30, 2007 the Agency shall return the unused portion of the advance no later than July 10, 2007. If the advance payment is not sufficient to satisfy the Department's obligations for the period of April 1, 2007 through June 30, 2007 the Department will pay the balance due up to the cumulative total commitment of \$12,477,000 in accordance with section 215.422 F.S. based on the invoice for the month of June 2007.

DEPARTMENT RESPONSIBILITIES

1. The Department will maintain the deductible fund per the CSXT Operating and Management Agreement.
2. The Department shall coordinate and prepare the appropriate applications to the FHWA (Federal Highway Administration) for federal operating assistance in conjunction with funding the I-95 reconstruction activities. These funds, (\$4,000,000 yearly) shall be provided for maintenance of traffic (train service) during the construction phase of I-95, and shall continue as reflected in the Departments Five-Year Work Program and Resource Plan.
3. The Department shall appoint a Project Liaison Coordinator. The Project Liaison Coordinator will be the District 4 Director of Transportation Development or his designee and will be the primary contact person for the Agency staff.
4. Project funds shall be transferred from the Department to the Agency to the extent allowable by federal and state laws and regulation for carrying out the project; project funds shall be transferred to the Agency in a timely manner to maintain the Agency's continuous operation, and as to allow the Agency to comply with its contractual and statutory and federal grant obligations.
5. The Department shall provide complete and timely fiscal and budget information to the Agency. Due to the assignment to the Agency of expenditure and records accountability as specified in the amended Memorandum of Agreement (MOA), it is necessary that the Agency be provided complete and current fiscal and budget information.
6. The Department shall work with the Agency to program the required Agency operating and capital funds in each year of the Department's Five-Year Work Program.

EXHIBIT "C" (Continued)
SPECIAL CONSIDERATIONS

Eligibility for Future Funding:

1. The Department's participation is limited to a maximum of 50% of the net of the operating cost of the service in accordance with Section 341.303 (4)(a) F.S.
2. The Department has made every effort to identify those costs associated with the Phase A Operating and Management Agreement and the Phase B Operating and Management Agreement which will impact the Agency fiscally. From time to time during the administration of the Phase A Operating and Management Agreement or the Phase B Operating and Management Agreement additional elements of maintenance or capital costs may arise which will impact the Agency as a user of the state owned property. If additional elements arise which are not specified in this agreement, the Agency will be notified immediately so appropriate budgeting can be initiated.
3. The Agency shall provide to the Department, in a timely manner, all documentation necessary to assure the Department's maximum reimbursement through other funding sources. These funding sources shall include, but not be limited to: The FHWA, and U.S. Department of Energy Oil Overcharge Funds, as administered by the Governor's Energy Office.
4. This JPA in no way cancels, voids, replaces or supersedes any other contract or agreement the Department and the Agency have entered into. All joint agreements or contracts are in force until such time as both parties complete or terminate said agreements or contacts.
5. The Agency shall provide general liability insurance in accordance with Section 343.54(3)(p), Florida Statutes.

EXHIBIT - D

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

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

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

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
Federal Highway Administration	20.205 Highway Planning and Construction	\$4,000,000

Compliance Requirements Or Objectives:

1. Funding is to assist Tri-Rail for operating expenses for operation a commuter rail service in West Palm Beach, Broward and Dade Counties to mitigate vehicle traffic on Interstate 95 during road construction.
2. Funds are authorized by CMAQ (Congestion Mitigation and Air Quality) Improvement Program.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.018 Operating and Capital Assistance Program	\$12,477,000

Compliance Requirements or Objectives:

1. To provide funding for commuter operations and capital projects.
2. Operating funds are awarded as matching funds received by Tri-Rail from West Palm Beach, Broward and Dade Counties.
3. Capital funds are awarded up to 50% of nonfederal and non private share of the cost of any eligible railroad capital improvement project that is local in scope. 100% of the cost of any eligible railroad capital improvement that is statewide in scope or involves more than one county.

Matching Resources for Federal Programs

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

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



The job F1989HLR;
 user I.D. F1989HL
 <MVS@DOT>
 07/10/2006 03:00 PM

To PL432EF@dot.state.fl.us
 cc
 bcc
 Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOH38

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL

Contract #AOH38 Contract Type: AK Method of Procurement: G
 Vendor Name: TRI COUNTY COMMU
 Vendor ID: VF650002789003
 Beginning date of this Agmt: 07/14/06
 Ending date of this Agmt: 07/01/08

 Description:
 Provide Operating Funds

 ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
 (FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
 AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED
 55 042010432 *PT *790071 * 4000000.00 *23681618401 *654 *20.205
 2007 *55100100 *088808/07
 0001 *02 * *0001/04

 TOTAL AMOUNT: *\$ 4,000,000.00 *

 FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 07/10/2006

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

Consent Regular Public Hearing

JOINT PARTICIPATION AGREEMENT (JPA)
OPERATION FUNDING
FOR FISCAL YEAR 2006-2007

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority and the Florida Department of Transportation for Operating Funds in the amount of \$16,477,000.

SUMMARY EXPLANATION AND BACKGROUND:

The Joint Participation Agreement (JPA) funds a portion of the Fiscal Year 2006-2007 Operating Budget presented to the Board at the May 26, 2006, Board of Directors Meeting. The funding consists of \$12,477,000 in state funding and \$4,000,000 in federal funds passed through FDOT from the Federal Highway Administration.

Department: Finance and Information & Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Christopher C. Bross

FISCAL IMPACT: This Agreement will fund \$16,477,000 of South Florida Regional Transportation Authority's Fiscal Year 2006-2007, Operating Budget.

EXHIBITS ATTACHED:

Exhibit 1 - JPA with Florida Department of Transportation.

JOINT PARTICIPATION AGREEMENT (JPA)
OPERATION FUNDING
FOR FISCAL YEAR 2006-2007

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by [Signature] 6/12/06
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

TRUE COPY
APPROVED BY SFRTA BOARD
OF DIRECTORS ON 6/23/06
RECORDING SECRETARY

[Signature]
DIANELYS HERNANDEZ

Commissioner Bruno Barreiro Yes No

James A. Cummings Yes No

Marie Horenburger Yes No

Neisen Kasdin Absent No

Commissioner Jeff Koons Yes No

John Martinez Absent No

George A. Morgan, Jr. Absent No

Commissioner James A. Scott Yes No

Bill T. Smith Yes No

JOINT PARTICIPATION AGREEMENT (JPA)
OPERATION FUNDING
FOR FISCAL YEAR 2006-2007

Recommended by: E Woods 6/14/06
Department Director Date

Approved by: Chris Cross 6/14/06
Procurement Director Date

Authorized by: Joseph Lubeffi 6/14/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No

James A. Cummings Yes No

Marie Horenburger Yes No

Neisen Kasdin Absent No

Commissioner Jeff Koons Yes No

John Martinez Absent No

George A. Morgan, Jr. Absent No

Commissioner James A. Scott Yes No

Bill T. Smith Yes No

TRUE COPY
APPROVED BY SFRTA BOARD
OF DIRECTORS ON 6/23/06
RECORDING SECRETARY

DIANELYS HERNANDEZ

EXHIBIT C

FM# 421390-5-94-01

EXHIBIT C

FEDERAL RESOURCES:

<u>State Agency</u>	<u>Catalog of Domestic Financial Assistance (Number & Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	20.205 Highway Planning and Construction	\$4,228,800.00

STATE RESOURCES:

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	55.026 Transportation Regional Incentive Program	\$4,228,800.00

State Resources Compliance Requirements

Activities Allowed: The TRIP Program is intended to provide state matching funds for capital projects, not operating expenses, on regionally significant facilities.

Allowable Costs: See above.

Eligibility: 339.2819 F.S. establishes several minimum eligibility criteria in order to qualify for TRIP funds. They include:

1. Support those transportation facilities that serve national, statewide, or regional functions and function as an integrated regional transportation system.
2. Be identified in the capital improvements element of a comprehensive plan that has been determined to be in compliance with part II of chapter 163, after July 1, 2005, or to implement a long-term concurrency management system adopted by a local government in accordance with 1s. 163.3177(9). Further, the project shall be in compliance with local government comprehensive plan policies relative to corridor management.
3. Be consistent with the Strategic Intermodal System Plan developed under s. 339.64.
4. Have a commitment for local, regional, or private financial matching funds as a percentage of the overall project cost.

Matching: The percentage of matching funds provided from the Transportation Regional Incentive Program shall be 50 percent of project costs.

Federal Resources Compliance Requirements

I. PROGRAM OBJECTIVES

The objectives of the Highway Planning and Construction Cluster are to: (1) assist States in the planning and development of an integrated, interconnected transportation system important to interstate commerce and travel by constructing and rehabilitating the National Highway System (NHS), including Interstate highways and most other public roads; (2) provide aid for the repair of Federal-aid highways following disasters; (3) foster safe highway design, and replace or rehabilitate structurally deficient or functionally obsolete bridges; and (4) to provide for other special purposes. This cluster also provides for the improvement of roads in Puerto Rico, Guam, the Virgin Islands, American Samoa, the Northern Marina Islands, the Alaskan Highway, and the Appalachian Development Highway System (ADHS). The objective of the ADHS program is to provide a highway system which, in conjunction with other federally aided highways, will open up areas with development potential within the Appalachian region where commerce and communication have been inhibited by lack of adequate access.

II. PROGRAM PROCEDURES

Federal-aid highway funds are generally apportioned by statutory formulas to the States and generally restricted to use on Federal-aid highways (i.e., roads open to the public and not functionally classified as local). Exceptions to the use on Federal-aid highways include planning and research activities, bridge and safety improvements which may be on any public road, and the Federal Lands Highway Program. Some categories of funds may be granted directly to Local Public Agencies (LPAs), such as cities, counties, tribal governments, Metropolitan Planning Organizations (MPOs), and other political subdivisions. States also may pass funds through to such agencies. Federal-aid funds may be used for: surveying; engineering; right-of-way acquisition and relocation assistance; capital improvements classified as new construction or reconstruction; improvements for functional, geometric, or safety reasons; 4R projects (restoration, rehabilitation, resurfacing, and reconstruction); planning; research, development, and technology transfer; intelligent transportation systems projects; roadside beautification; wetland and natural habitat mitigation; traffic management and control improvements; improvements necessary to accommodate other transportation modes; development and establishment of transportation management systems; billboard removal; construction of bicycle facilities and pedestrian facilities; fringe and corridor parking; car pool and van pool projects; and transportation enhancements, such as scenic and historic highway improvements. These funds generally cannot be used for routine highway operational activities, such as police patrols, mowing, snow plowing, or maintenance, unless it is preventative maintenance. Also, certain authorizations (e.g., Surface Transportation Program (STP) Congestion Mitigation and Air Quality (CMAQ) Improvement Program) may be used for improvements to transit; CMAQ funds are for projects and programs in air quality, non-attainment and maintenance areas for ozone, carbon monoxide, and small particulate matter, which reduce transportation related emissions.

ADHS projects are subject to the same standards, specifications, policies, and procedures as other Federal-aid highway projects.

Eligibility criteria for the programs differ, so program guidance should be consulted. Projects in urban areas of 50,000 or more population must be based on a transportation planning process carried out by the MPOs in cooperation with the State and transit operators, and be included in metropolitan plans and programs. Projects in nonmetropolitan areas of a State must be consistent with the State's Transportation Plan. All projects must also be included in the approved Statewide transportation improvement program (STIP) developed as part of the required Statewide transportation planning process.

The ADHS is a cost-to-complete program (i.e., sufficient funding is to be provided over time to complete the approved initial construction/upgrading of the system) authorized by Section 201 of the Appalachian Regional Development Act of 1965. The Appalachian Regional Commission (ARC) has programmatic oversight responsibilities, which include approval of the location of the corridors and of State-generated estimates of the cost to complete the ADHS. FHWA has project-level oversight responsibilities for the ADHS program. If the location, scope, and character of proposed ADHS projects are in agreement with the latest approved cost-to-complete estimate and all Federal requirements have been satisfied, FHWA authorizes the work and disburses the ADHS funds. FHWA oversees the construction and accepts the ADHS projects upon satisfactory completion of the work.

Source of Governing Requirements

The primary sources of program requirements are 23 USC (Highways). Implementing regulations are found in 23 CFR (Highways) and 49 CFR (Transportation).

Availability of Other Program Information

The Federal Highway Administration maintains a web site that provides program laws, regulations, and other general information (<http://www.fhwa.dot.gov/>).

III. COMPLIANCE REQUIREMENTS

In developing the audit procedures to test compliance with the requirements for a Federal program, the auditor should first look to Part 2, Matrix of Compliance Requirements, to identify which of the 14 types of compliance requirements described in Part 3 are applicable and then look to Parts 3 and 4 for the details of the requirements.

A. Activities Allowed or Unallowed

1. Federal funds can be used only to reimburse costs that are: (a) incurred subsequent to the date of authorization to proceed, except for certain property acquisition costs permitted under 23 USC 108; (b) in accordance with the conditions contained in the project agreement and the plans, specifications, and estimates (PS&E); (c)

allocable to a specific project; and (d) claimed for reimbursement subsequent to the date of the project agreement (23 CFR sections 1.9, 630.106, and 630.205).

2. Federal funds can be used to reimburse for administrative settlement costs incurred in defending contract claim proceedings before arbitration boards or State courts only if approved by FHWA for Federal-aid projects. If special counsel is used, it must be recommended by the State Attorney or State Department of Transportation (DOT) legal counsel and approved in advance by FHWA (23 CFR section 140.505).
3. ADHS funds may be used only for work included in the ADHS cost estimate approved by the ARC.

D. Davis-Bacon Act

The requirements of the Davis-Bacon Act are applicable to construction work on highway projects on Federal-aid highways or with ADHS funds (23 USC 113 and 40 USC 14701).

F. Equipment and Real Property Management

The State shall charge, at a minimum, a fair market value for the sale, lease, or use of real property acquired with Federal assistance from the Highway Trust Fund (other than the Mass Transit Account) for the non-transportation purposes and shall use such income for projects eligible under 23 USC. Exceptions may be granted when the property is used for social, environmental or economic purposes (23 USC 156).

G. Matching, Level of Effort, Earmarking

1. Matching

- a. The State is generally required to pay a portion of the project costs. Portions vary according to the type of funds authorized and the type of project and are stated in project agreements.
- b. A State's matching share for a project may be credited by certain toll revenues used to build or improve highways, bridges and tunnels (23 USC 120(j)).
- c. Donations of funds, materials, and services by a person or local government may be credited towards a State's matching share. Donated materials and services must meet the eligibility requirements of the project (23 USC 323(c)).
- d. The fair market value of land provided by State or local governments for highway purposes is eligible for matching share on a project. The fair market value of donated land shall not include any increase or decrease in value of donated land caused by the project. The fair market value of donated land shall be established as of the earlier of (1) the date on which

the donation becomes effective or (2) the date on which equitable title to the land vests in the State (23 USC 323(b)).

- e. For transportation enhancement (TE) projects, funds from Federal agencies (except U.S. DOT) may be used for the non-Federal share of the project. Credit for the value of donations of funds, materials, land, or services (including the value of local and State government services, materials and land applied to the project and the cost of preliminary engineering prior to project approval) may be credited toward the non-Federal share (23 USC 133(e)(5)(C)).
- f. Funds appropriated to any Federal land management agency may be used to pay the non-Federal share of any Federal-aid highway project funded under 23 USC 104 (23 USC 120(k)).
- g. Federal Lands Highway Program funds may be used to pay the non-Federal share of Federal-aid highway projects which provide access to or within Federal or Indian lands (23 USC 120(l)).
- h. For TE projects, the non-Federal share may be calculated on a project, multi-project, or program basis (23 USC 133(e)(5)(C)).
- i. Any cost in excess of 20 percent of the cost of the replacement or rehabilitation of a bridge not on a Federal-aid highway that is wholly funded with State and local funds may be used to meet the matching share requirement of projects funded under 23 USC 144 (23 USC 144(n)).

2. Level of Effort - Not Applicable

3. Earmarking - Not Applicable

J. Program Income

State and local governments may only use the Federal share of net income from the sale, use, or lease of real property previously acquired with Federal funds if the income is used for projects eligible under 23 USC (23 USC 156).

L. Reporting

1. Financial Reporting

- a. SF-269, *Financial Status Report* - Not Applicable
- b. SF-270, *Request for Advance or Reimbursement* - Not Applicable
- c. SF-271, *Outlay Report and Request for Reimbursement for Construction Programs* - Not Applicable
- d. SF-272, *Federal Cash Transactions Report* - Not Applicable
- e. PR-20, *Voucher for Work Under Provisions of the Federal-Aid and Federal Highway Acts, as Amended (OMB No. 2125-0507)*

2. **Performance Reporting** - Not Applicable
3. **Special Reporting** - Not Applicable

N. Special Tests and Provisions

1. Use of Other State or Local Government Agencies

Compliance Requirement - A State may use other public land acquisition organizations or private consultants to carry out the State's authorities under 23 CFR section 710.201(b) in accordance with a written agreement (23 CFR section 710.201(h)).

Audit Objective - Determine whether other public land acquisition organizations or private consultants are carrying out the State's authorities under 23 CFR section 710.201(b) in accordance with their agreements with the State.

Suggested Audit Procedures

- a. Examine records and ascertain if other agencies were used for right-of-way activities on Federal-aid projects.
- b. Review a sample of right-of-way agreements with other agencies.
- c. Perform tests of selected right-of-way activities to other agencies to verify that they comply with the written agreement.

2. Replacement of Publicly Owned Real Property

Compliance Requirement - Federal funds may be used to reimburse the reasonable costs actually incurred for the functional replacement of publicly owned and publicly used real property provided that FHWA concurs that it is in the public interest. The cost of increases in capacity and other betterments are not eligible except: (1) if necessary to replace utilities; (2) to meet legal, regulatory, or similar requirements; or (3) to meet reasonable prevailing standards for the type of facility being replaced (23 CFR section 710.509).

Audit Objective - Determine whether the functional replacement of real property was accomplished within FHWA requirements.

Suggested Audit Procedures

- a. Ascertain if there were any functional replacements of publicly owned real property.
- b. Verify that FHWA concurred in the State's determination that the functional replacement is in the public interest.
- c. Review a sample of transactions involving functional replacements and verify that the transactions were consistent with the FHWA requirements.

3. Project Extensions

Compliance Requirement - FHWA must approve extensions affecting project costs or the amount of liquidated damages, except those for projects administered by the State DOT under 23 USC 106(c) which allow the State DOT to assume the responsibilities for design, plans, specifications, estimates, contract awards and inspection of progress (23 USC 106(c); 23 CFR section 635.121).

Audit Objective - Determine whether proper FHWA approvals were obtained for contract extensions affecting project costs and the amount of liquidated damages assessed.

Suggested Audit Procedures

- a. Review the systems for monitoring and controlling contract time and review project files to determine if there were project extensions.
- b. Verify that FHWA approval was obtained for time extensions affecting project cost and, where applicable, the amount of liquidated damages assessed.

4. Sampling Program

Compliance Requirement - A State DOT or LPA must have a sampling and testing program for construction projects to ensure that materials and workmanship generally conform to approved plans and specifications (23 CFR section 637.205).

Audit Objective - Determine whether the State is following a quality assurance program that meets FHWA's requirements.

Suggested Audit Procedures

- a. Obtain an understanding of the recipient's sampling and testing program.
- b. Review documentation of test results on a sample basis to verify that the proper number of tests is being taken in accordance with the program.

5. Contractor Recoveries

Compliance Requirement - When a State recovers funds from highway contractors for project overcharges due to bid-rigging, fraud, or anti-trust violations or otherwise recovers compensatory damages, the Federal-aid project involved shall be credited with the Federal share of such recoveries (Tennessee v. Dole 749 F.2d 331 (6th Cir. 1984); 57 Comp. Gen. 577 (1978); 47 Comp. Gen. 309 (1967)).

Audit Objective - Determine whether the proper credit was made to the Federal share of a project when recoveries of funds are made.

Suggested Audit Procedures

- a. Determine the extent to which the State has recovered overcharges and other compensatory damages on Federal-aid projects through appropriate interviews and a review of legal, claim, and cash receipt records.

- b. Review a sample of cash receipts and verify that appropriate credit is reflected in billings to the Federal Government.

6. Project Approvals

Compliance Requirement - FHWA project approval and authorization to proceed is required before costs are incurred for all construction projects other than those administered by the State DOT under 23 USC 106(c). Construction projects administered under standard procedures cannot be advertised nor force account work commenced until FHWA: (1) approves the plans, specifications, and estimates; and (2) authorizes the State DOT to advertise for bids or approves the force account work (23 CFR sections 630.205(c), 635.112(a), 635.204, and 635.309). Construction cannot begin until after FHWA concurs in the contract award (23 CFR section 635.114). This requirement does not apply to construction projects administered by the State DOT under 23 USC 106(c) which allow the State DOT to assume the responsibilities for design, plans, specifications, estimates, contract awards, and inspection of progress (23 USC 106(c)).

Audit Objective - Determine whether project activities are started with required Federal approvals.

Suggested Audit Procedures

- a. Review a sample of projects and identify dates of the necessary approvals, authorizations, and concurrences.
- b. Identify dates that projects were advertised and contract or force account work was initiated and compare to FHWA's approval dates.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 25, 2014

AGENDA ITEM REPORT

Consent Regular

LETTER AGREEMENT BETWEEN SFRTA AND ALL ABOARD FLORIDA

REQUESTED ACTION:

MOTION TO APPROVE: Commuter Railroad Service Letter Agreement between SFRTA and All Aboard Florida – Operations, LLC (“AAF”).

SUMMARY EXPLANATION AND BACKGROUND:

Chair Abrams, SFRTA staff and AAF representatives have negotiated the enclosed Commuter Railroad Service Letter Agreement provided as Exhibit 1 (the “Letter Agreement”). The Letter Agreement includes the following key points:

1. AAF agrees it will not operate commuter rail service on the Florida East Coast (“FEC”) Rail Corridor between Jupiter and Miami or to permit any other third party to do so.
2. AAF’s service will be limited to 3 stations (Miami, Ft. Lauderdale and West Palm Beach) for the first 5 years after it commences service, unless SFRTA concurs and AAF conducts any studies deemed necessary by the federal government (Federal Railroad Administration (“FRA”) and Federal Transit Administration (“FTA”)) to assess the impact of any such additional stations.
3. After the first 5 years through the end of the Letter Agreement, AAF may add additional stations if the federal government (FRA and FTA) approve (after submitting a proposal to FRA, FTA and SFRTA). SFRTA shall have the ability to comment on any documentation AAF submits to the federal government for the approval.
4. If SFRTA implements the Tri-Rail Coastal Link (“TRCL”) service on the FEC Rail Corridor, SFRTA agrees all revenue trains will stop at every station along the train’s route.

(Continued on page 2)

Department: Executive
Project Manager: Jack Stephens

Department Director: Jack Stephens
Procurement Director: N/A

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: [Exhibit 1 – Letter Agreement](#)

LETTER AGREEMENT BETWEEN SFRTA AND ALL ABOARD FLORIDA

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

5. AAF will not operate more than 32 trains per day with 1 hour headways on the FEC Rail Corridor (but has the ability to adjust this by no more than 15 minutes) without conducting required federal environmental impact studies.
6. Fares for AAF trains will not be operated at less than the fares required by FRA to meet AAF's obligations under the RRIF loan.
7. The term of the Letter Agreement will expire at the end of the RRIF loan period, but be for no less than 35 years from the effective date of the RRIF loan. If the loan is denied, the Letter Agreement automatically terminates.
8. The Letter Agreement shall not be superseded by any access agreement between the parties allowing SFRTA to operate trains on the FEC Rail Corridor, unless the access agreement refers to the terms of the Letter Agreement.

LETTER AGREEMENT BETWEEN SFRTA AND ALL ABOARD FLORIDA

Recommended by: *Jack Stephens* 4/21/14 Approved by: N/A
Department Director Date Procurement Director Date

Authorized by: *Jack Stephens* 4/21/14 Approved as to Form by: *Jessie J. Rose*
Executive Director Date General Counsel Date 4/21/14

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

Marie Horenburger Yes No
Commissioner Kristin Jacobs Yes No
Nick A. Inamdar Yes No
James A. Scott Yes No
James A. Wolfe, P.E. Yes No



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

April 25, 2014

Mr. Vincent Signorello
President and CEO
Florida East Coast Industries, LLC
2855 LeJeune Road
4th Floor
Coral Gables, FL 33134

Re: Commuter Railroad Service Letter Agreement

Dear Mr. Signorello:

This letter agreement (“Letter Agreement”) between South Florida Regional Transportation Authority (“SFRTA”) and All Aboard Florida – Operations LLC (“AAF”) will confirm the understanding of the parties concerning the operation of commuter rail passenger service on and along the Miami – Jupiter segment of the FECR Rail Corridor (as defined below) owned by Florida East Coast Railway, L.L.C. (“FECR”), which agreement shall become effective upon AAF obtaining a RRIF Loan (as hereinafter defined). The Florida Department of Transportation (“FDOT”), SFRTA, AAF and FECR are currently negotiating the terms of an agreement pursuant to which SFRTA would be granted the right to operate the Tri- Rail Coastal Link (“TRCL”) commuter railroad service on the FECR Rail Corridor, while AAF would operate intercity Passenger Railroad Service on that same corridor. SFRTA currently operates the Tri-Rail commuter rail service over the South Florida Rail Corridor (“SFRC”), that is, the line of railroad owned by the State of Florida between Mangonia Park, FL and Miami, FL, and ancillary lines and facilities, and used by SFRTA for the operation of commuter rail service. This Letter Agreement is intended to apply to the existing Tri-Rail commuter rail service and/or the TRCL commuter railroad service over the FECR Rail Corridor, if such service is implemented.

For the purposes of this Letter Agreement, “FECR Rail Corridor” shall mean the right-of-way owned by FECR between Jupiter, Florida (Mile Post 284.2) and Miami Government Center, Florida (Mile Post 4.8).

By this Letter Agreement:

- (a) AAF agrees that it will not operate or hold itself out as offering, and will not permit any third party to offer, commuter railroad service on the FECR Rail Corridor, that is, that it will not and that it will not permit or contract with any other party to provide commuter railroad service,

in each case between Jupiter, Florida and Miami Government Center, Florida or on any portion of the FEC Rail Corridor located between Jupiter, Florida and Miami Government Center, Florida.

(b) For the first five (5) years after the date that AAF commences revenue service, AAF will not establish or have its trains stop at more stations than the three (3) proposed intercity passenger stations (which may be served by both TRCL and AAF services) at West Palm Beach, Ft. Lauderdale and Miami Government Center, Florida, without the concurrence of SFRTA and without conducting the studies deemed necessary by the federal government to assess the impact of such addition of stations, including but not limited to diversion studies. Any such studies shall be submitted to the Federal Railroad Administration ("FRA") and Federal Transit Administration ("FTA") for their review and comment before AAF can commence service to additional stations on the FECR Corridor. After the first five (5) years and for the remaining term of this Letter Agreement, AAF may meet with and submit a proposal to FRA, FTA and SFRTA to add stations and station stops on the FECR Corridor. AAF may only add additional station(s) and/or have the trains stop at additional station(s) on the FECR Corridor if it receives approval for such additional stations and/or stops from the FRA and the FTA based on diversion studies or other information submitted by AAF to those agencies and SFRTA. SFRTA shall have the right to submit comments or responses to those studies to FRA and FTA.

(c) If the TRCL commuter rail service is implemented, the parties acknowledge that not all trains operated by TRCL commuter railroad service will operate over the entire length of the FECR Rail Corridor. SFRTA hereby agrees and warrants that every revenue train operating in TRCL commuter railroad service will stop at every commuter station located on or along the segment(s) of the FECR Rail Corridor which that train traverses and which are operational at the time commuter rail service is operational. Non-revenue train movements necessary to stage TRCL trains shall not be required to make intermediate stops at all TRCL commuter rail stations.

(d) AAF will not operate more than thirty-two (32) regularly scheduled trains per day with one hour headways on the FEC Rail Corridor (subject to AAF's ability to adjust the one hour headways by no more than fifteen (15) minutes), without conducting any required federal environmental impact studies. By way of example, and for information purposes only, if AAF wishes to schedule one train to depart Miami at 9:00 a.m., the next permitted departure time after that in the northbound direction will be a departure at any time between 9:45 a.m. and 10:15 a.m.

(e) AAF will not operate its regularly scheduled trains or any special trains it may operate on the FECR Corridor at fares that are less than those required by FRA to meet AAF's obligations under the RRIF Loan(s). For the purposes of this Letter Agreement the term "RRIF

Loan” shall mean the loan (or loans) for which AAF or any of its affiliates will, has or have applied pursuant to 45 U.S.C. §§821, *et seq.*, and 49 C.F.R. Part 260.

(f) AAF’s obligations undertaken in this Letter Agreement will expire at the conclusion of the term of the RRIF Loan secured by AAF or its affiliates for the purpose of implementing the AAF service, but no earlier than thirty-five (35) years from the effective date of the RRIF Loan. In the event that AAF’s application for the RRIF Loan is denied by FRA this Letter Agreement shall immediately terminate and be of no further force and effect.

(g) The parties’ respective rights and obligations set forth in this Letter Agreement will survive the execution of and will not be superseded by an agreement that provides SFRTA with access to and the right to operate trains on the FECR Rail Corridor unless any such agreement refers specifically to the terms and conditions hereof.

(i) The terms and conditions of this Letter Agreement shall be binding on the successors and assigns of the parties hereto.

Please indicate your agreement with the foregoing by signing in the space provided below, and return one fully executed original to me.

Sincerely,

Jack L. Stephens
SFRTA Executive Director

cc: Fred Wise, FDOT
Gerry O’Reilly, FDOT

Acknowledged and agreed:

Vincent Signorello
President and CEO
Florida East Coast Industries, LLC

Date: _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE

The Construction Oversight Committee did not meet during the Month of March, 2014

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
MARCH 18, 2014

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 a.m. on Wednesday, March 18, 2014 in the SFRTA H.R. Training Room, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS/ALTERNATES PRESENT:

Ms. Jacqueline Carransa, Miami-Dade Transit (MDT)
Ms. Monica Cejas, MDT
Mr. William Cross, South Florida Regional Transportation Authority (SFRTA)
Ms. Kim DeLaney, Committee Chair, Treasure Coast Regional Planning Council (RPC)
Mr. Paul Flavien, Broward Metropolitan Planning Organization (MPO)
Ms. Aimee Goddeau, Florida Department of Transportation (FDOT) District 4
Mr. James Murley, South Florida RPC
Mr. Joseph Quinty, SFRTA
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. Fred Stubbs, Palm Tran
Ms. Arlene Tanis, FDOT District 4
Mr. Nick Uhren, Palm Beach MPO

ALSO PRESENT:

Mr. Steve Anderson, SFRTA
Ms. Robyn Chiarelli, FDOT District 4
Mr. Israel Hernandez, BCT
Mr. N'nagbe Kaba, MDT
Ms. Elaine Magnum, SFRTA
Ms. Bhairvi Pandya, City of Opa-Locka
Mr. Joshua Salazar, HDR Engineering
Mr. Jim Udvardy, South Florida Commuter Services (SFCS)
Ms. Jessica Vargas, Tindale Oliver & Associates
Ms. Natalie Yesbeck-Pustizzi, SFRTA
Mr. Enrique Zelaya, Broward County

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

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

DISCUSSION ITEMS:

MATTERS BY THE PUBLIC – None

CONSENT AGENDA

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

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of January 7, 2014

Mr. James Murley made a motion to approve the meeting minutes. The motion was seconded by Mr. Paul Flavien. The motion was called to a vote and carried unanimously.

REGULAR AGENDA

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

R1. - INFORMATION: SFRTA Five Year Shuttle Bus Service and Financial Plan

Mr. Joseph Quinty introduced the item, stating that the PTAC has been instrumental in the review of the SFRTA shuttle bus program and associated partnerships. Mr. Quinty noted that the committee’s review and approval of a formal five year shuttle bus plan has been going on for about four years, and today we are continuing that process, which feeds into the SFRTA operating budget. Mr. Steve Anderson of SFRTA planning staff then gave a presentation on the status of the shuttle bus program and the latest version of the five year shuttle bus plan.

Mr. Stephen Anderson stated that over 20 shuttle bus routes are part of the plan, which combines financial details and service changes. Mr. Anderson noted that over the past year, service improvements had been made for the Arvida Park of Commerce routes in Boca Raton, the City of Opa-Locka North route, and Downtown Fort Lauderdale TMA Northwest Link partnership. He also pointed out overall shuttle ridership growth and strong increases in weekend shuttle bus ridership. Mr. Anderson noted that in the near term, the Hollywood CRA will start a new trolley route that will serve the Hollywood Tri-Rail Station. Two other short term partnerships mentioned by Mr. Anderson are a new mid-day Uptown Shuttle Link in the Cypress Creek area and a new Boynton Beach shuttle.

In reviewing the details of the five year plan, Mr. Anderson explained that the blocks of red in the financial tables identify areas of concerns for the shuttle program going forward. He explained that the red areas show FTA JARC program grant funds that will be discontinued on July 1, 2016 for two of the

SFRTA Fort Lauderdale shuttle routes and the partnership with the City of Opa-Locka. Mr. Anderson stated that SFRTA wants to work with key partners sooner rather than later to find substitute funding sources for the JARC grant funds. Both Mr. Anderson and Mr. William Cross expressed a priority to fill the JARC funding gap for the Opa-Locka service. Other general information noted by Mr. Anderson include a baseline shuttle bus contract operating cost of \$55.00 per hour for the upcoming fiscal year, with a 3% annual increase to the contract hourly rate for following years. However, Mr. Anderson mentioned some uncertainty due to the SFRTA shuttle bus contract expiring at the end of 2015.

Ms. Bhairvi Pandya expressed the City of Opa-Locka's interest in finding a funding solution to replace the JARC program funds for the city's service. Ms. Monica Cejas asked about which services were covered in the shuttle bus contract's hourly rate. Mr. Anderson replied that the rate included the vehicle, vehicle maintenance, driver labor, and fuel. Multiple committee members inquired about the possibility of charging a fare for shuttle services. Mr. Cross replied that past focus groups with Tri-Rail riders identified opposition for add-on fees for services such as connecting shuttles and parking. He said that the focus groups indicated that riders prefer to have such services covered by the overall rail ticket, and would accept a higher rail ticket fare that was all inclusive. Chairwoman Kim Delaney asked if shuttle partnerships with the private sector have been explored. Mr. Anderson noted that new connecting shuttle services by the Miami Dolphins and private colleges have recently been implemented.

Mr. Paul Flavien made a motion to endorse the SFRTA Five Year Shuttle Bus Service Financial Plan. The motion was seconded by Ms. Monica Cejas. The motion was called to a vote and carried unanimously.

INFORMATION / PRESENTATION ITEMS

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

11. - INFORMATION: Regional Express Bus Update

Ms. Robin Chiarelli of FDOT District Four presented this item, beginning by noting that express bus planning has been a multi-agency team effort. Ms. Chiarelli provided an update on the efforts of the regional express bus subcommittee that has been meeting on a regular basis. Her presentation covered the existing express bus service, future service being planned, and future projects that are programmed. She invited additional agencies who are not currently participating in the subcommittee to join. Ms. Chiarelli noted that there are currently 11 regional express bus routes in place, and that the new routes that have been in place since February 2010 carry approximately 3,500 riders per weekday. She explained that the park-and-ride facility at the end of the Miramar route has been one of the program's greatest challenges, as the lot has had to be relocated due to development occurring at the Miramar Town Center site. The new replacement park-and-ride facilities on the Miramar route are already exceeding capacity. It was also noted that fare policy and interoperability issues are also a challenge for integrating the express buses with Tri-Rail and individual county systems.

Ms. Chiarelli also spoke about the schedule for upcoming managed lanes expansion, noting that 95 Express Phase 2 to Broward Blvd will be completed in 2015, Phase 3 to Pompano Beach in 2016, and an additional phase to Linton Blvd in Delray Beach in 2019. An update on the 595 Express was also provided, including details such as the express lanes opening in the coming months and the new Davie park-and-ride lot nearing completion. It was noted that a strategy is to provide new express bus service as part of any managed lanes expansion projects. Ms. Chiarelli also said that development of specific express bus guidelines and policies was taking place.

The committee asked a variety of questions, including policies for underperforming routes, the ability to put details for all of the express bus routes on one website, and plans for the future I-75 Express. Ms. Monica Cejas of MDT told the committee about plans moving forward for the upgrade of the Golden Glades intermodal facility, which serves most of the existing I-95 express bus services.

12. - INFORMATION: Tri-Rail Park-and-Ride Utilization

Mr. Joseph Quinty presented this item, beginning by explaining SFRTA's past park-and-ride analyses and its ongoing Tri-Rail parking lot monitoring. Mr. Quinty showed current park-and-ride capacity at Tri-Rail stations, which includes expansion projects in recent years at the West Palm Beach, Cypress Creek, and FLL/Dania Beach stations. He shared charts that demonstrated sharp growth in Tri-Rail parking lot utilization in 2008, but then dropped over the next few years when Tri-Rail ridership declined due to higher unemployment and lower gas prices. Additional charts were shown that identify a steady growth in Tri-Rail park-and-ride utilization during the 2012-2014 period.

Mr. Quinty said that SFRTA has most recently conducted field reviews of the parking lots in February 2014. The February totals shown indicated that utilization rates are higher than 80% at all southern stations between Hollywood and Hialeah Market, and that northern stations between Boca Raton and Mangonia Park all have utilization rates near 70% or higher. Slides also showed the Opa-Locka, FLL/Dania Beach, Cypress Creek, Boca Raton, and West Palm Beach stations as having highest growth in parking utilization from 2012 to 2014. Mr. Quinty said that if current trends continue, SFRTA will again pursue previously identified park-and-ride expansion projects. He noted that design plans are nearing completion of the Opa-Locka station parking lot expansion and circulation improvements.

13. - INFORMATION: SFRTA Transit Development Plan (TDP) Annual Update

Ms. Natalie Yesbeck-Pustizzi provided an update on the annual minor update to SFRTA's Transit Development Plan. She stated that projects and issues that will be reflected in the annual update are the transition of rail corridor dispatch and maintenance to SFRTA, changes in the Five Year Shuttle Bus Service and Financial Plan, latest information for the Wave Modern Streetcar and Tri-Rail Coastal Link projects, and SFRTA's pursuit of a new Operations Center at the Pompano Beach station. Ms. Yesbeck-Pustizzi noted that a key input into the TDP annual update is the adoption of SFRTA's operating and capital budgets, which is scheduled to occur at the April meeting of the SFRTA Governing Board. She said that the target schedule is for the draft TDP document to be reviewed by the PTAC at its May meeting and approved by SFRTA Governing Board in June.

14. - INFORMATION: Job Access Reverse Commute (JARC) and New Freedom (NF) Programs

Ms. Natalie Yesbeck-Pustizzi provided a brief update on the recent activities related to the JARC and NF Programs. She said that sub-recipient agreements for the region's NF projects are in the process of being approved. However, some U.S. Department of Labor issues remain for one JARC project, which is delaying the overall JARC approval. She expressed hope that the JARC issues will be resolved by the next PTAC meeting. Ms. Yesbeck-Pustizzi also noted that work related to the monitoring and compliance of past JARC and NF award projects is ongoing.

OTHER BUSINESS: None

PTAC MEMBER COMMENTS: None

NEXT MEETING DATE: Tuesday May 20, 2014

ADJOURNMENT: The meeting was adjourned at 12:07 pm

AGENDA ITEM NO. C1

MINUTES

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY RTA MARKETING COMMITTEE MEETING OF MARCH 26, 2014

The RTA Marketing Committee Meeting was held at 2:00 p.m. on Wednesday, March 26, 2014, at the SFRTA's Administrative Offices, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT

Bobbie Crichton, (Chair) Miami-Dade Transit

Lili Finke, Palm Tran

Doris Williams, (interim primary member) Broward County Transit

COMMITTEE MEMBERS NOT PRESENT

Robyn Chiarelli, Florida Department of Transportation

Diane Hernandez Del Calvo, (Vice Chair) SFRTA/Tri-Rail

ALSO PRESENT

Victor Garcia, SFRTA/Tri-Rail (alternate voting member)

Paula Girard, Palm Tran (alternate voting member)

Suzell Hopman, South Florida Commuter Services

Julio Rey, Miami-Dade

Steve Rosenberg, SFRTA/Tri-Rail

CALL TO ORDER

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

AGENDA APPROVAL – Additions, Deletions, Revisions

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

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

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

None.

DISCUSSION ITEMS

None.

CONSENT AGENDA

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

C1 – MOTION TO APPROVE: Minutes of Marketing Committee Meeting of February 19, 2014

Ms. Crichton moved for approval of the Minutes of the February 19, 2013 Meeting. The motion was seconded by Mr. Garcia.

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

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

REGULAR AGENDA

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

None.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

I1 – INFORMATION ITEM: REGIONAL FARE INTEROPERABILITY

- Although Ms. Chiarelli was not present at the meeting, she emailed the following for inclusion in the Minutes:
 - There have been no significant updates regarding the Fare Interoperability Project at this point in time

I2 – INFORMATION ITEM: SOUTH FLORIDA REGIONAL TRANSIT MAP

- Ms. Crichton presented the latest version of the map for the Committee's approval and once that was arrived at, she stated that the first printing will take place. After the first printing, she further stated that the artwork files would be sent to each agency whose responsibility it would be for subsequent printings.
- Ms. Williams questioned whether the words "where can we take you?" is necessary or is it a detraction? The consensus was to remove it.
- Ms. Crichton stated that printing will be done in-house at MDT and she asked each agency how many they would like for their initial order. After the initial order, each agency would be responsible for its own printing.

- She further asked that each agency reviews the complete publication one last time to be sure they approve of how their agency is represented and to advise her if any changes are needed or if the document is fine as is.

REPORTS

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

None.

OTHER BUSINESS

AGENCY REPORTS

BITNER GOODMAN

No representation at this meeting.

BROWARD MPO

No representation at this meeting.

BROWARD COUNTY TRANSIT

- Ms. Williams stated that BCT is preparing for a major community outreach starting in June during which the public will be asked for comments regarding service.
- CAD/AVL system is in the planning stage. A pilot program will take place in September in which the system will be tried on ten routes. Focus groups will be formed. The hope is that the project will be fully operational by June/July 2015.
- Awaiting approval on 2-way social media.
- A photo shoot representative of various BCT locations and passenger profiles will take place in April to update photo files.
- I-595 Express is opening on Friday. A branded bus will be on display at the grand opening location.
- A press release was sent out announcing overnight parking for 95 Express commuters at Miramar Regional and Ansin Parks and at North Perry Airport. SFCS is helping with the online registration and parking decals. The agreement is if there is a decal in the car, the car can be parked overnight until the gates are opened in the morning and the vehicles could be retrieved.

FLORIDA DEPARTMENT OF TRANSPORTATION

No further comments

MIAMI-DADE TRANSIT

- Ms. Crichton stated that MDT 10 Ahead (Transit Development Plan) is being promoted with its logo and survey complete.

- Clever Devices Ltd. (Intelligent Transportation Systems) has been awarded the CAD AVL project.
- There is consideration to use a grid system.
- Twitter is going well with 772 followers and 234 likes on Facebook.
- An RFP for outdoor advertising just went out.

PALM TRAN

- Ms. Finke introduced a guest, Mr. Dan Bannister, Marketing Director of Rhode Island Public Transit Authority, whom members of this Committee met at the APTA Meeting recently in New Orleans.
- Working on updating the guide book.
- Working along with Tri-Rail to sell passes at the West Palm Beach Intermodal Center in June.
- Working on a “One-Trip Ticket” for \$2.00, to be introduced in June. It is virtually a one-way, one-time ticket. It will not be purchased onboard. It will be available at Palm Tran’s front office as well as by mail and through Tri-Rail’s West Palm Beach Station Ticket Kiosk.
- Working on a program in which ADA-eligible passengers can ride for free.
- It was just disclosed this morning that Palm Tran would be receiving its funding grant.
- A new five-year advertising contract will be put out for bid in June or July.
- In addition to marketing functions, Ms. Finke has been reassigned to do organizational development and training.
- Ms. Girard stated that Palm Tran has 1,030 Facebook page followers.
- iGo branding info site project is doing well. A contest in conjunction with SFCS has just ended. iGo trip planning has been improved and will have an app on August 1.

SOUTH FLORIDA COMMUTER SERVICES

No comments

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/ TRI-RAIL

- Mr. Garcia stated that at the last board meeting, the SFRTA received a \$5,000 check from the local chapter of the Disabled American Vets who wanted to start a pilot program for disabled vets to receive an ID card with a sticker on it which shows they are entitled to discounted travel on Tri-Rail, after presenting requisite documents. The board was so moved, they voted on-the-spot to give all disabled veterans free travel on Tri-Rail and their generous check was returned to them.
- Tri-Rail will add late train service for three days to accommodate people attending the Ultra Music Festival at Bayfront Park in downtown Miami.
- Senior Idol is coming up.
- The “25 Reasons to Ride Tri-Rail” campaign is underway. It’s a play on Tri-Rail’s 25 year anniversary this year. \$100 gift cards will be given away to 25 different people.

ADJOURNMENT

The next meeting will take place on April 16, 2014 at SFRTA’s headquarters. There being no further business, the meeting adjourned at 3:15 pm.

**Engineering & Construction
Monthly Progress Report
March 2014**

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. The design package will include specifications to obtain, at a minimum, Silver LEED certification. The 100% design plans have been completed, and are being reviewed by SFRTA's procurement for advertisement. The flagging agreement with CSXT has now been finalized, allowing review and approval of plans and scheduling of flagging protection. Estimated construction start is Summer of 2014.

Opa-Locka Station Parking Expansion:

Expand parking at Tri-Rail's Opa-Locka Station, inclusive of adding about forty five (45) new parking spaces to the south of the station; increase bus bay areas in the existing parking lot; install a continuous pedestrian canopy over the bus waiting areas with solar panels; and improve landscape and hardscape. A Work Order was executed for HNTB to provide site geotechnical investigation, site survey, environmental services as required for a Categorical Exclusion per NEPA requirements; and the preparation of 30% design plans. Geotechnical investigation, survey, and 30% design plans have been completed. The NEPA documentation has been completed and approved by FDOT and the FTA. SFRTA has executed a work order for the final 100% design plans, permitting and bidding phase assistance for the project. The design kick-off meeting was held on August 21, 2013 and the final 100% design is currently underway. SFRTA submitted the 75% design plans to the City of Opa-Locka for review and comments.

**Engineering & Construction
Monthly Progress Report
March 2014**

Wave Modern Streetcar:

Design, Construction and Management of a 2.7 mile modern streetcar in Downtown Fort Lauderdale with passenger, solar powered stations, which will operate in mixed traffic with signal priority. Project includes the procurement of five (5) vehicles and the construction of a storage and maintenance yard. Project Partners include The Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Broward County, Broward Metropolitan Planning Organization (MPO), City of Fort Lauderdale, Fort Lauderdale Downtown Development Authority (DDA) and SFRTA. An Interlocal Partnership Agreement has been executed by all parties on April 26, 2013. The Project Management Consultant (PMC) contract was awarded to HDR Engineering, Inc. to provide services throughout the project. The NTP was issued on May 9, 2013 for the 1.47-mile starter line (Phase 1A). A Small Starts application rating of Medium-High was received, with a recommendation for funding. Preliminary plans were submitted by the PMC on December 20, 2013, and comments by all the Partners are being addressed on preliminary alignment, utility investigations, survey, geotechnical investigation, design criteria; documents control plan, quality management plan, project schedule, vehicle parameters analysis, and community awareness plan discussions.

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

Coordination activities include interaction with all the Project Partners. Two workshops were held for streetcar vehicle manufactures to present the latest technologies on their streetcars. Procurement for Final Design Services is underway to complete the design and move towards construction.

Proposals for final designer services were received on April 3, 1014.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
April 25, 2014

MARCH RIDERSHIP

Total monthly ridership for March has increased 1.4 % when compared to March of last year. Weekday ridership has increased by 0.7 % for March, while the average weekday ridership in March 2013 was 15,075 per day versus 15,179 per day for 2014. Total weekend ridership for the fiscal year has increased by 20.8 % when compared to last year. Total fiscal year ridership is up by 6.1%.

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

Riders	Actual March 2014	Actual March 2013	March '14 vs.'13 %	FY '14 Rider ship To Date	FY '13 Rider ship To Date	FYTD '14 vs '13 %
M-F	318,765	316,571	0.7%	2,792,617	2,691,237	3.8%
Saturday	36,266	33,989	6.7%	257,630	213,488	20.7%
Sunday	31,061	30,158	3.0%	223,753	185,375	20.7%
Holidays	0	0	0.0%	25,875	20,874	24.0%
	386,092	380,718	1.4%	3,299,875	3,110,974	6.1%

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

Chart 1 - SFRTA Riders and Revenue Trends

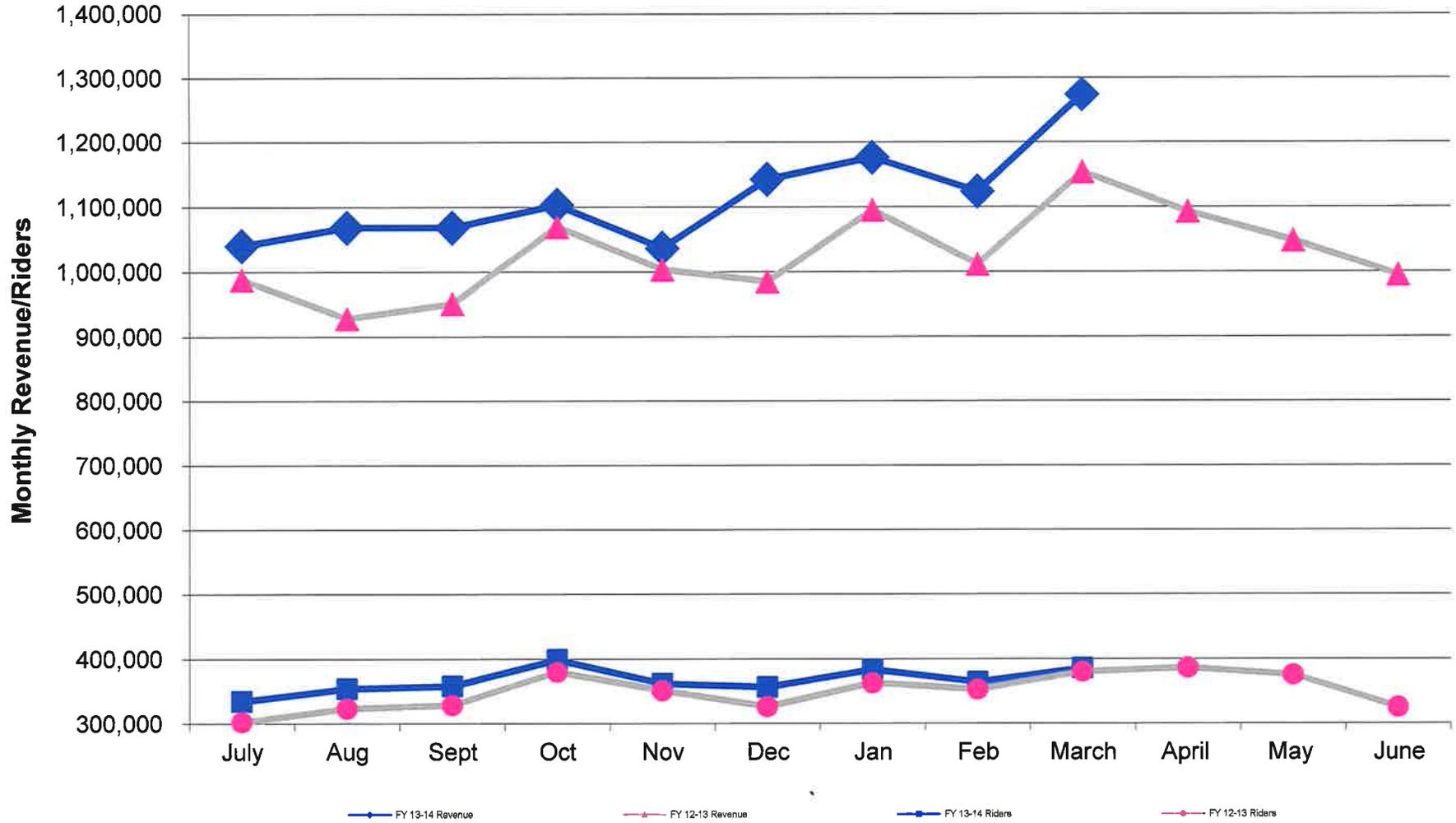


Chart 2 - SFRTA Riders

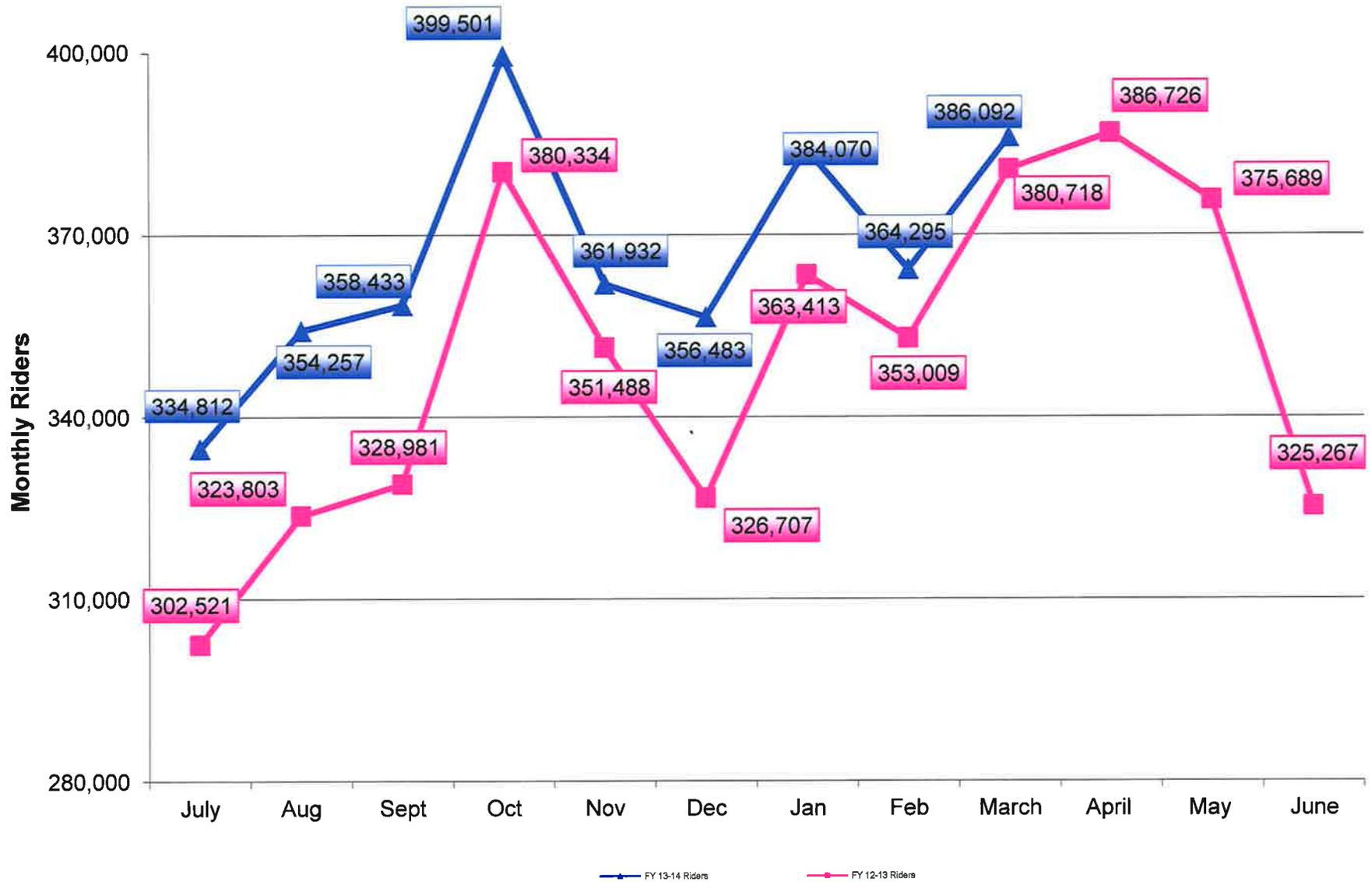
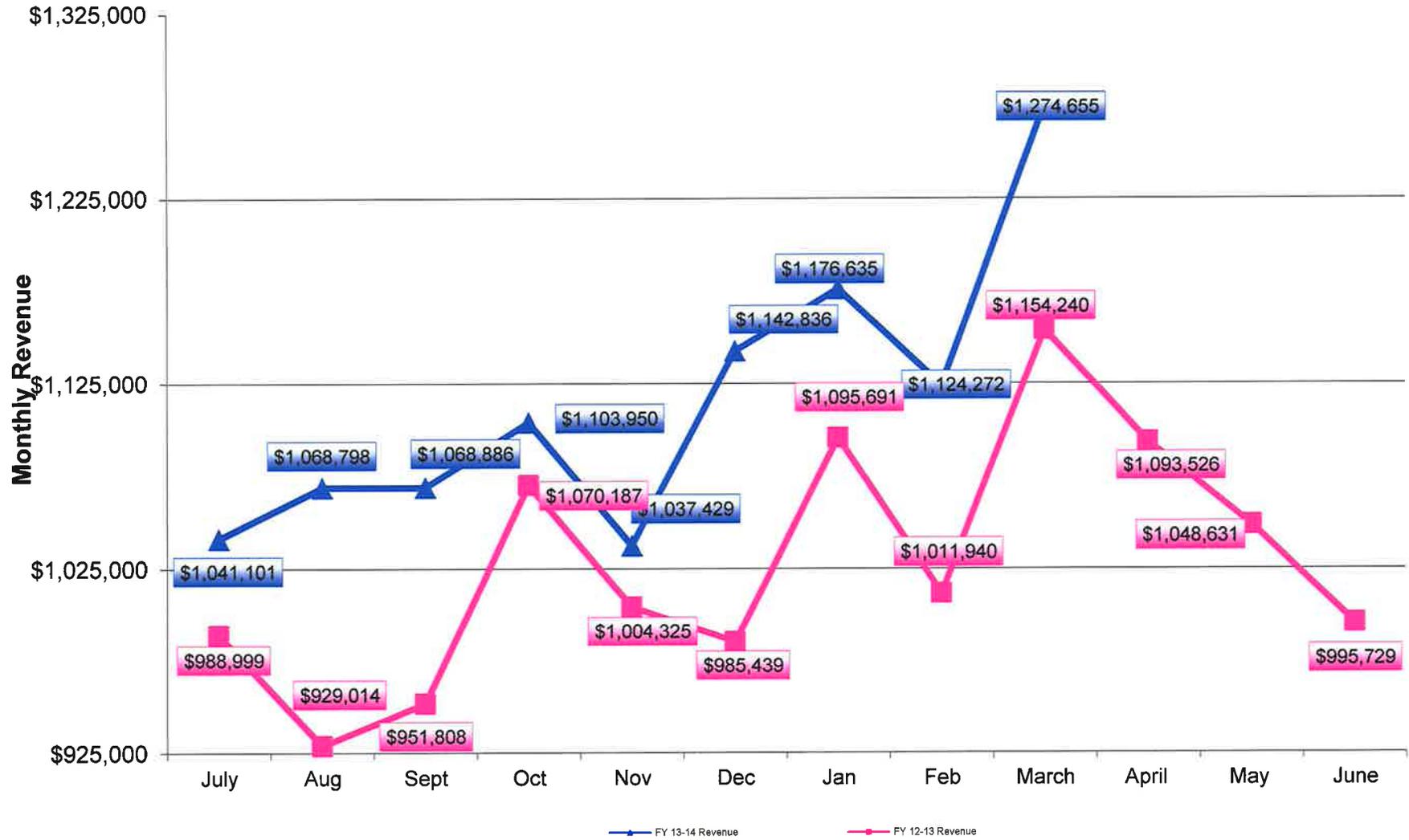


Chart 3 - SFRTA Revenue



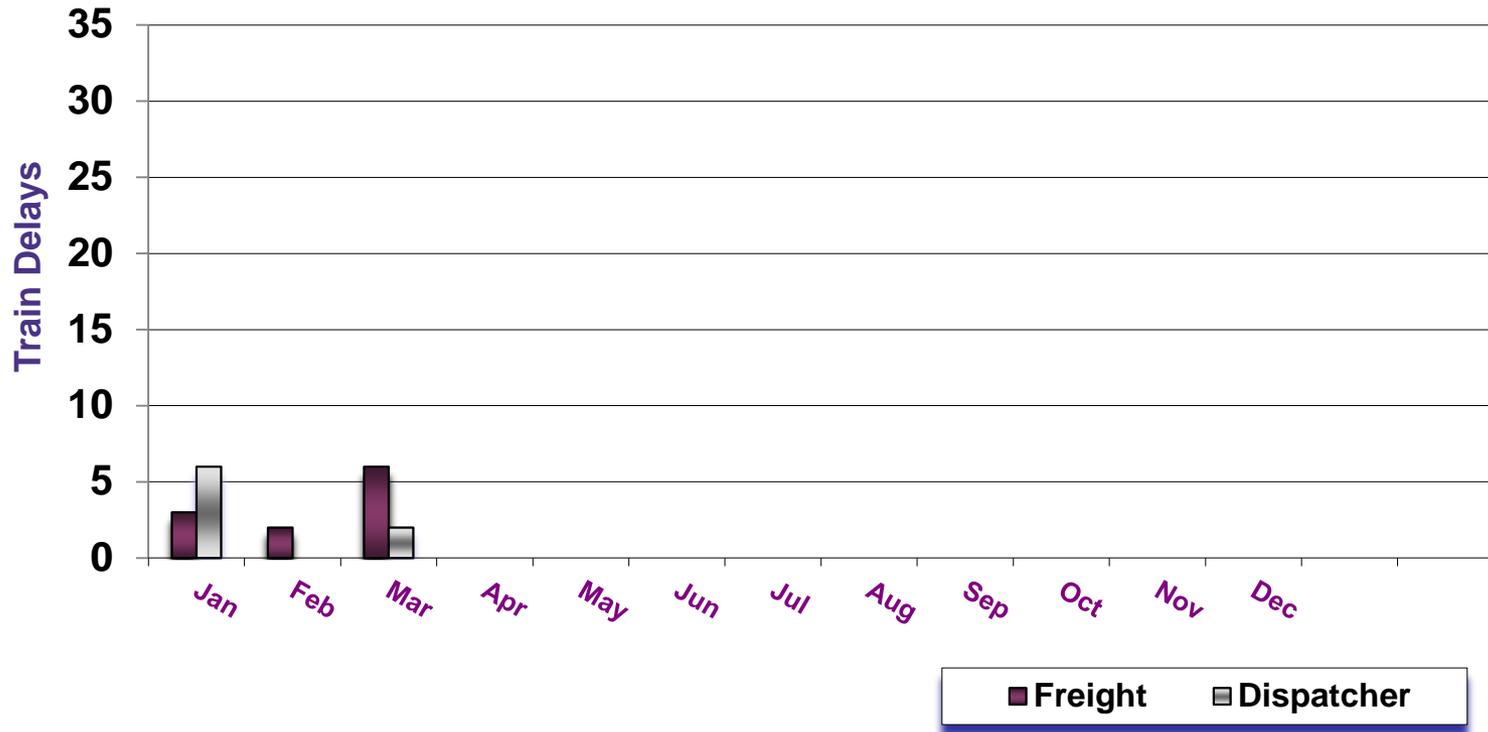


MARCH 2014 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End				89.2%
OTP Station To Station				85.7%
DELAY CAUSES	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS	
PD/FD Activity	1	5	0.4%	
SUB-TOTAL	1	5	0.4%	
CSX AGREEMENT				
FREIGHT	5	6	0.4%	
LOCAL SWITCHER	2	6	0.4%	
JAX DISPATCHER	2	2	0.1%	
MOW	3	5	0.4%	
SUB-TOTAL	12	19	1.4%	
OUTSIDE CSX				
COMMUNICATIONS	0	0	0.0%	
SIGNALS-COMP.	4	13	1.0%	
CSX RULE 100J	0	0	0.0%	
SUB-TOTAL	4	13	1.0%	
BOMBARDIER MECHANICAL	4	11	0.8%	
VEOLIA TRANSPORTATION	0	0	0.0%	
AMTRAK	8	8	0.6%	
FEC DELAY	4	5	0.4%	
WEATHER	1	18	1.3%	
ROW FOUL	3	17	1.3%	
SFRTA TRANSPORTATION	9	9	0.7%	
OTHER	7	21	1.6%	
3rd PARTY	2	8	0.6%	
ROTEM MECHANICAL	1	3	0.2%	
BRIDGE SIGNAL	0	0	0.0%	
NBC MOW	0	0	0.0%	
NBC DISPATCHER	0	0	0.0%	
VANDALISM	1	1	0.1%	
ADA	3	3	0.2%	
EFFICIENCY TESTING	1	2	0.1%	
SUB-TOTAL	44	106	7.9%	
TRAINS LATE		143	10.6%	
TERMINATED / ANNULLED		3	0.2%	
TRAINS ON TIME		1204	89.2%	
TOTAL		1350	100.0%	

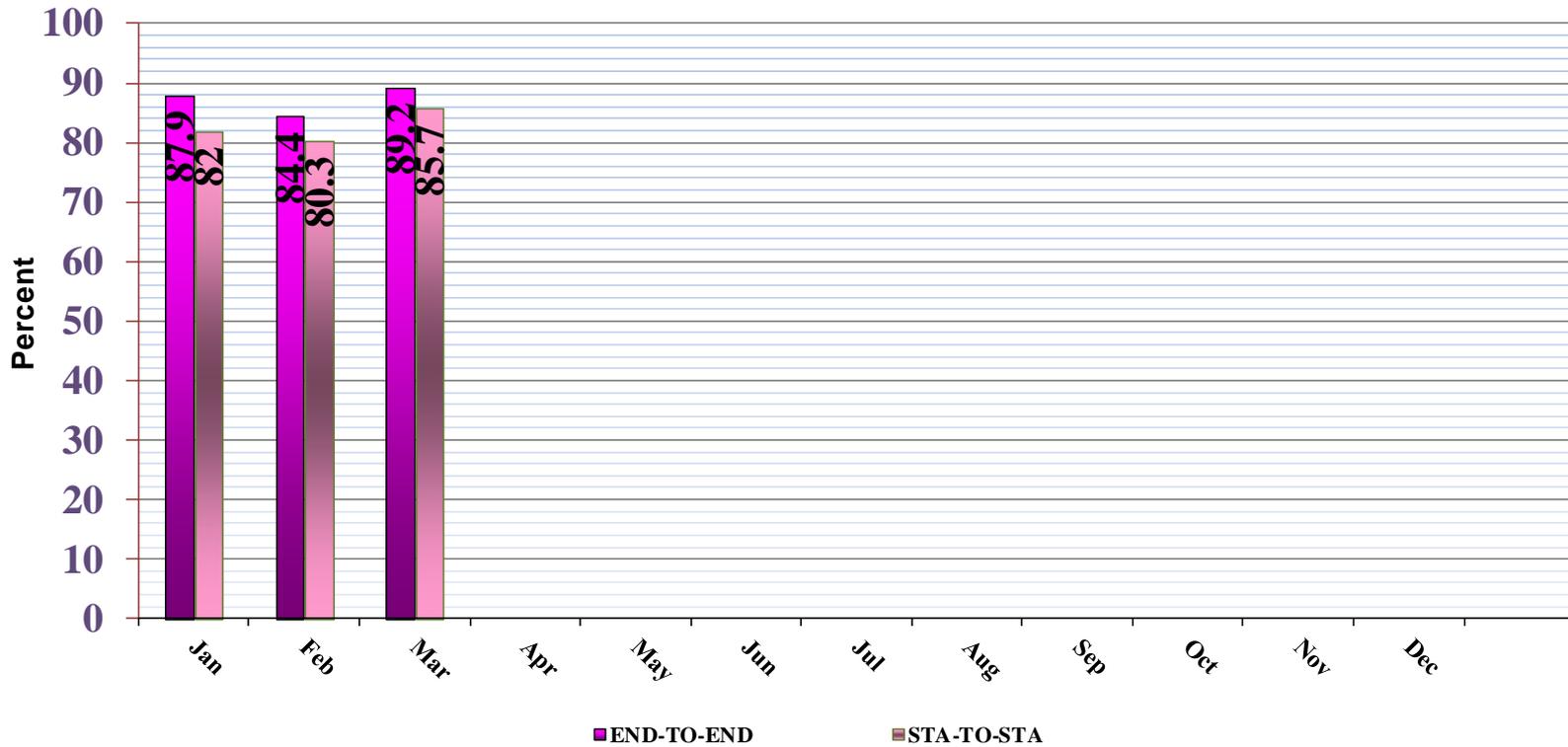


CSXT JAX Dispatcher & Freight / Delays 2014



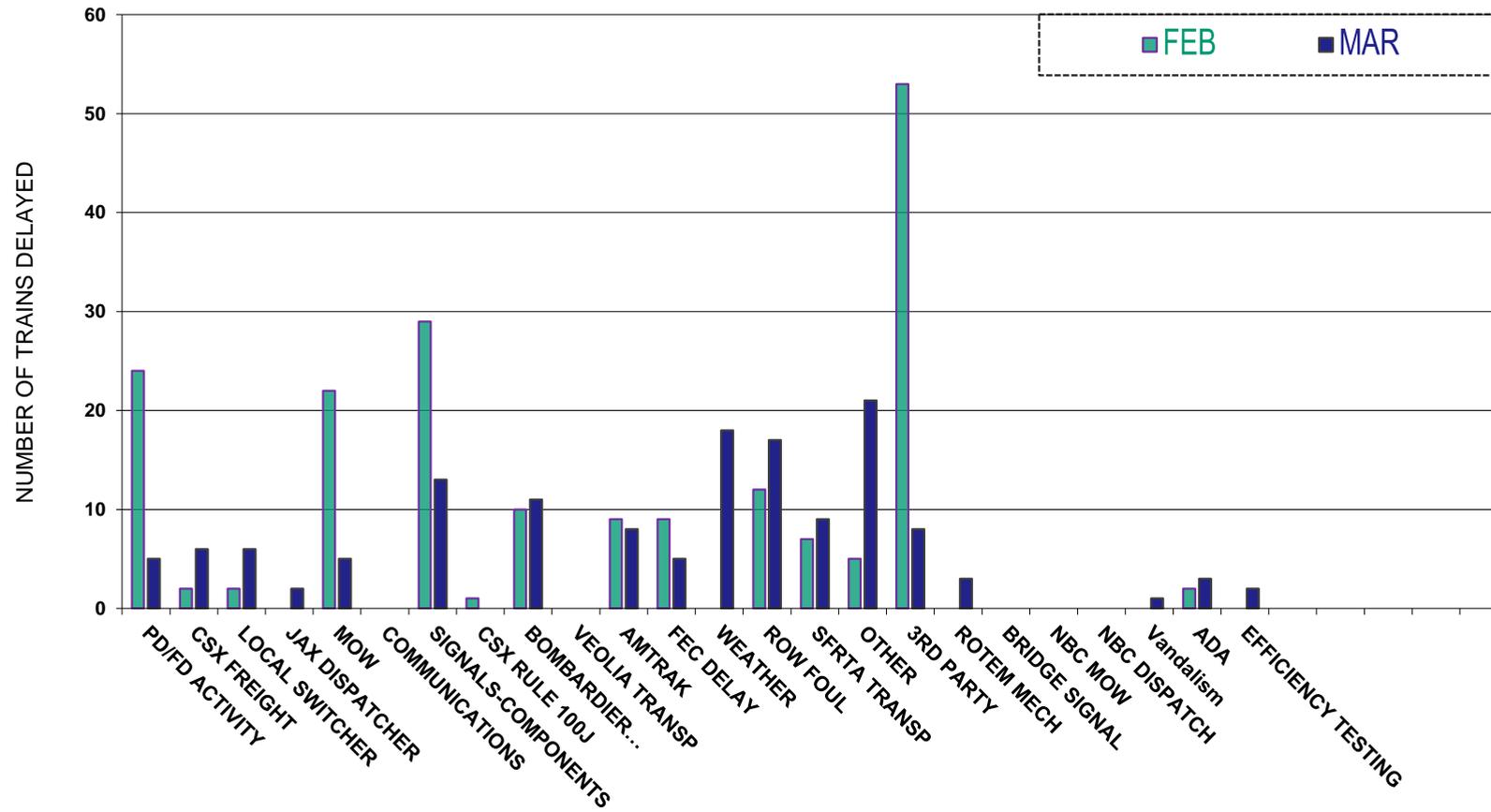


On-Time Performance Calendar Year 2014

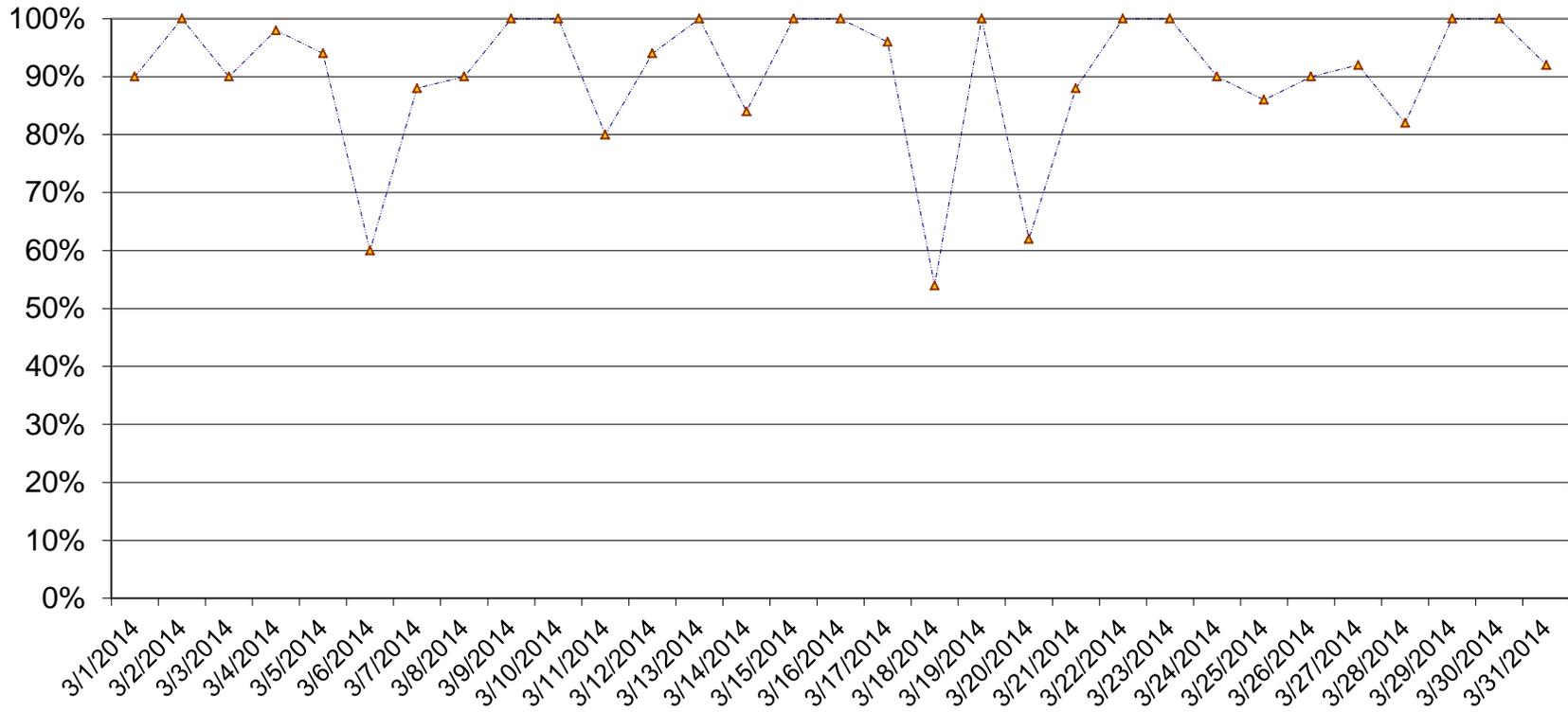




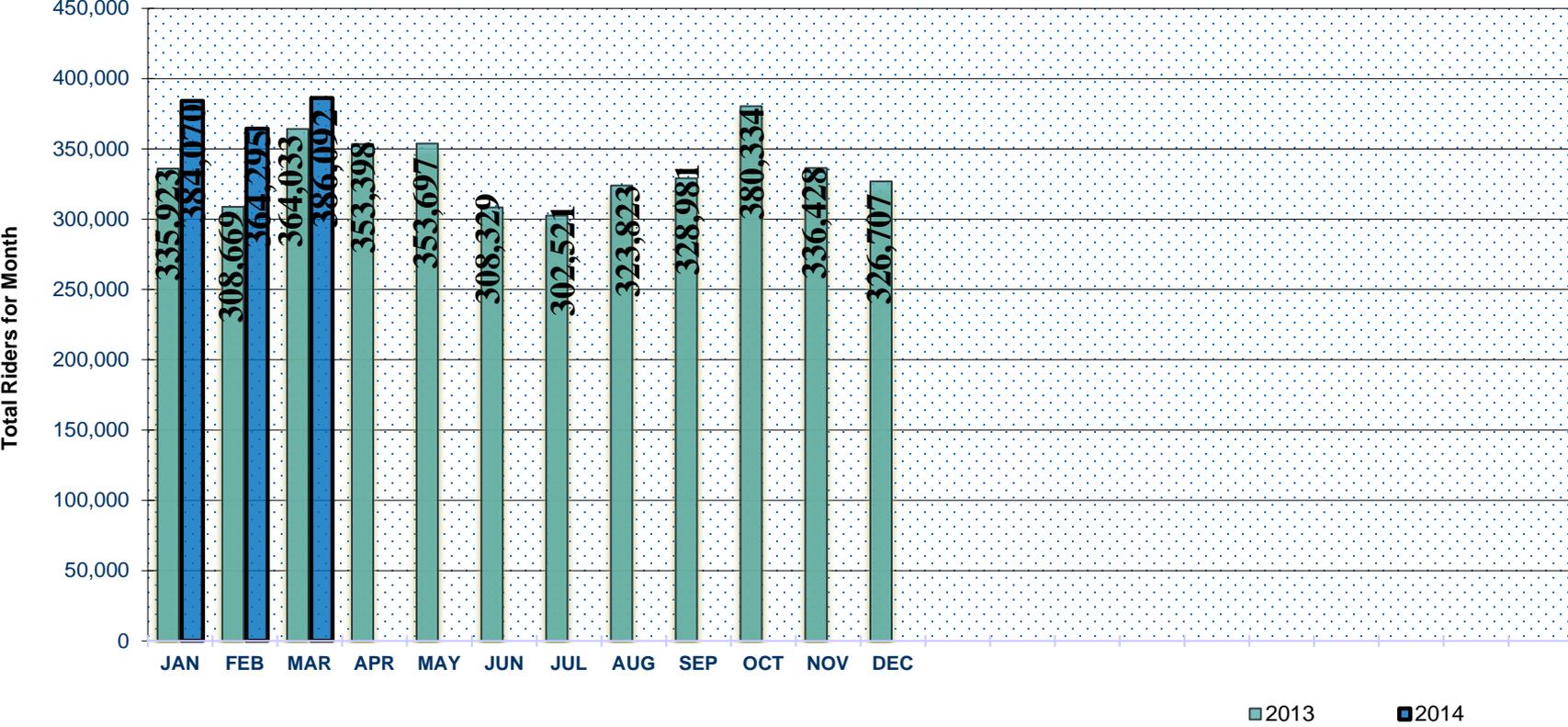
TRAIN DELAYS- 2014



ON TIME PERFORMANCE END TO END MARCH - 2014



SFRTA Tri-Rail Monthly Ridership 2014



AGENDA ITEM D**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CORPORATE AND COMMUNITY OUTREACH OFFICE
MONTHLY SUMMARY FOR MARCH 2014
GOVERNING BOARD MEETING****EMPLOYER DISCOUNT PROGRAM**

The Employer Discount Program (EDP) added 20 new employers and 190 new employees during the month of March.

The total number of EDP tickets recorded as sold was 2,581 and the total revenue generated was reported as \$165,224.15 in March.

NEW EDP COMPANIES

Employer	Enrollment Date	City
Atlantic Coast-Restaurant and Mechanical Services	03/28/2014	Miami
Diabetes Care Now	03/01/2014	Fort Lauderdale
Eannarino Law, P.A.	03/19/2014	West Palm Beach
HSI Professional	03/17/2014	Hialeah
JAA Restaurant Holdings, LLC	03/03/2014	Boca Raton
Joe Florida LED Accent Lights	03/24/2014	Boynton Beach
Master Concessionair	03/11/2014	Miami
Nefco, Inc.	03/13/2014	Palm Beach Gardens
Paul Bange Roofing of South Florida, Inc.	03/19/2014	Lake Worth
Print Dynamics	03/07/2014	Fort Lauderdale
Relli Technology, Inc.	03/17/2014	Boca Raton
SMDigital Partners	03/17/2014	Delray Beach
Synergylabs	03/18/2014	Fort Lauderdale
Take Stock in Children	03/14/2014	Miami
The Kramdem Group	03/02/2014	Fort Lauderdale
The Original V-Twin City Corporation	03/21/2014	Pompano Beach
U.S. Equal Employment Opportunity Commission	03/10/2014	Miami
Vapor Corporation	03/19/2014	Dania Beach
WR Coastal Corporation	03/21/2014	Boca Raton
Zachry Industrial, Inc.	03/04/2014	Fort Lauderdale

EDP SALES MISSIONS

Employer	City
AXA Advisors	Fort Lauderdale
City of Miami	Miami
Cleannet of South Florida	Fort Lauderdale
Courtyard Marriott/Dania Beach	Dania Beach
ERW Law	Deerfield Beach
Fast Fix 123	West Palm Beach
Greenberg Traurig	Fort Lauderdale
Joe Florida LED Accents Lights	Boynton Beach
Keiser University	West Palm Beach
Liberty Power Corporation	Fort Lauderdale
Mad 4 Marketing	Fort Lauderdale
Marina Products	Fort Lauderdale
New York Life Insurance Company	Sunrise
Online Vacation Center	Fort Lauderdale
Palm Beach County School District	West Palm Beach
Paul Bange Roofing of South Florida, Inc.	Lake Worth
Print Dynamics	Fort Lauderdale
Servicemaster Restorations	Miami
South Florida Hospital News	Boca Raton
The Learning Experience	Boca Raton
The Related Group	West Palm Beach
Tropical Shipping	Riviera Beach
Turner Construction Company	Miami
United Soccer Academy	Delray Beach
Universal Travel	Fort Lauderdale

CORPORATE AND COMMUNITY OUTREACH OFFICE – MARCH ACTIVITIES:

DIABETES CARE NOW

The South Florida Regional Transportation Authority's (SFRTA) Corporate and Community Outreach Assistant attended a transit day hosted by Diabetes Care Now in Fort Lauderdale. The company joined the Employer Discount Program (EDP) in March and is serviced by Tri-Rail's CC-3 Shuttle Bus. Representatives from Broward County Transit (BCT) were also present to offer bus information and South Florida Commuter Services (SFCS) staff was available to sign up employees for the Emergency Ride Home Program.

FAU ATHLETICS

The SFRTA's Corporate and Community Outreach Manager met with a representative of Florida Atlantic Sports Properties, in consideration of promotional opportunities at the Florida Atlantic University Boca Raton Campus, in relation to the school's athletic events. Further discussions were scheduled for a future date.

KEISER UNIVERSITY

SFRTA's Corporate and Community Outreach Manager visited Keiser University's West Palm Beach Campus to meet with the Director of Student Services and discuss a potential partnership that would help promote Tri-Rail to students and staff. The campus is one Palm Tran bus connection away from the West Palm Beach Station.

KINGS POINT

SFRTA Outreach Office staff joined representatives from Palm Tran to attend a Senior Expo at Kings Point in Delray Beach, where residents were provided with information on the discounts available to them on Tri-Rail and Palm Tran.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- Greater Boca Raton Chamber of Commerce / Economic Development Committee Meeting
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group Meeting and Biz Perks Networking Breakfast
- SFRTA Marketing Committee Meeting
- The Wave Communications Subcommittee Workgroup Branding Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

March 2014

Revenue:

Train Revenue

For March 2014 year-to-date (YTD) actual revenue increased \$803,915 or 9% when compared to fiscal year (FY) 2014 YTD budgeted revenue. Actual revenue for FY 2014 YTD increased by \$803,268 or 9% when compared to FY 2013 YTD actual revenue. This increase is attributed to an increase in ridership.

Operating Assistance

The FY 2014 Florida Department of Transportation (FDOT) Dedicated Funding as well as the FDOT Operating Funds totaling 30,600,000 will be paid out quarterly this year. The fourth quarter payment of 7,650,000 will be received by June.

Expenses:

As of March 2014, the SFRTA FY 2014 YTD actual expenses are \$6,144,060 or 11% below budget when compared to the FY 2014 YTD budgeted expense. All expenses are well within budget.

Train operations for FY 2014 YTD actual are \$2,863,731 or 9% below budget when compared to the FY 2014 YTD budget and increased \$1,983,791 or 7% when compared to FY 2013 YTD actual. This increase in FY 2014 can be attributed to an increase in Train Operations Contract, Fuel Contract, Revenue Collection and Feeder Bus expense and a decrease in Insurance expense.

The major categories within Train Operations include Train Fuel, Operations Contract, Insurance and Feeder Service:

- Train Operations Contract expense for FY 2014 YTD actual is \$754,352 or 8% below budget when compared to the FY 2014 YTD budget, and increased \$654,149 or 8% when compared to FY 2013 YTD actual. This increase can be attributed to an increase in the base contract.
- Security Contract expense for FY 2014 YTD actual is \$494,60 or 11% below budget when compared to the FY 2014 YTD budget, and increased \$217,876 or 6% when compared to FY 2013 YTD actual. This increase can be attributed to an increase in the base contract.

Expenses (Contd.)

- Train fuel expense for FY 2014 YTD actual is \$661,690 or 9% below budget when compared to the FY 2014 YTD budget, and increased \$364,486 or 6% when compared to FY 2013 YTD actual. This increase is attributed to rising fuel prices.
- Revenue Collection & TVM Maintenance expense for FY 2014 YTD actual is \$43,968 or 33% below budget when compared to the FY 2014 YTD budget and increased \$276,197 or 105% when compared to FY 2013 YTD actual. In FY 2014, there have been additional expenses related to revenue collection.
- Feeder bus expense for FY 2014 YTD actual is \$118,794 or 3% below budget when compared to the FY 2014 YTD budget and increased \$466,651 or 12% when compared to FY 2013 YTD actual. This increase in FY 2014 can be attributed to additional routes and higher monthly expenses.
- Insurance expense for FY 2014 YTD actual is \$118,643 or 5% below budget when compared to the FY 2014 YTD budget and decreased \$114,422 or 5% when compared to the FY YTD 2013 actual due to a timing difference in recording the insurance expense.

Train and Station Maintenance for FY 2014 YTD actual is \$1,513,225 or 10% below budget when compared to the FY 2014 YTD budget and increased \$1,998,722 or 17% when compared to the FY YTD 2013 actual. This increase can be attributed to an increase in Train and Station Maintenance expenses for the current month.

- Train Maintenance for FY 2014 YTD actual is \$1,166,456 or 9% below budget when compared to the FY 2014 YTD budget and increased \$1,955,388 or 19% when compared to FY 2013 YTD actual. This increase in FY 2014 can be attributed to a higher amount of expenses monthly with our fleet maintenance contract.

Personnel Expenses for FY 2014 YTD actual are \$972,734 or 13% below budget when compared to the FY 2014 YTD budget and increased \$631,319 or 10% when compared to FY 2013 actual. The increase in FY 2014 is due to salary increases in FY 2014.

Professional Services for FY 2014 YTD actual are \$35,412 or 8% below budget when compared to the FY 2014 YTD budget and increased \$22,290 or 5% when compared to FY 2013 actual. This increase can be attributed to additional consultant expense related to SFRTA's in house software Eden.

Expenses (Contd.)

General and Administrative Expenses for FY 2014 YTD are \$291,325 or 17% below budget when compared to the FY 2014 YTD budget and decreased \$11,690 or 1% when compared to FY 2013 actual. Some categories within General and Administrative expenses are Business Travel, Office Supplies, Dues & Subscriptions and Seminars & Training.

- Business Travel expense for FY 2014 YTD actual is \$112,116 or 59% below budget when compared to the FY 2014 YTD budget and increased \$1,408 or 2% when compared to the FY 2013 YTD actual.
- Seminars and Training expense for FY 2014 YTD actual is \$76,932 or 72% below budget when compared to the FY 2014 YTD budget and decreased \$21,701 or 43% when compared to FY 2013 actual. This decrease in FY 2014 is the result of a timing difference in recording the expenses in FY 2014.
- Materials and Supplies expense for FY 2014 YTD actual is \$3,007 or 2% below budget when compared to the FY 2014 YTD budget and increased \$22,344 or 21% when compared to FY 2013 actual. This increase in FY 2014 can be attributed to a greater amount of purchases throughout the year.

Corporate & Community Outreach expenses for FY 2014 YTD actual are \$90,503 or 19% below budget when compared to the FY 2014 YTD budget and increased \$36,917 or 11% when compared to the FY 2013 YTD actual.

- Corporate & Community Outreach contract for FY 2014 YTD actual is \$42,602 or 11% below budget when compared to the FY 2013 YTD budget and increased \$32,850 or 11% when compared to the FY 2013 actual. This increase is attributed to higher expenses associated with the contract in March.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
3/01/14 TO 3/31/14

REVENUE	MARCH 2014 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2013-14 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$1,274,655	\$10,038,562	\$9,234,647	\$803,915	\$12,289,106	\$2,250,544
Interest Income / Other Income	22,340	283,370	243,747	39,623	325,000	41,630
TOTAL TRAIN REVENUE	\$1,296,995	\$10,321,932	\$9,478,394	\$843,538	\$12,614,106	\$2,292,174
OPERATING ASSISTANCE						
Statutory Operating Assistance	1,954,561	12,975,000	12,975,000	-	17,300,000	4,325,000
Statutory Dedicated Funding	1,538,515	9,975,000	9,975,000	-	13,300,000	3,325,000
FHWA	308,828	2,457,194	2,999,997	(542,803)	4,000,000	1,542,806
FTA Assistance	-	9,753,769	16,166,658	(6,412,889)	22,172,940	12,419,171
FTA-Designated Recipient Fees	49,525	446,145	463,500	(17,355)	618,000	171,855
FTA-JARC/New Freedom Program Fee	3,337	32,222	35,172	(2,950)	46,897	14,675
FTA-JARC/New Freedom Program Match	7,954	359,595	362,583	(2,988)	373,725	14,130
Statutory Counties Contribution	-	4,695,000	4,695,000	-	4,695,000	-
Other Local Funding	14,135	137,440	146,053	(8,613)	194,738	57,298
TOTAL ASSISTANCE	3,876,855	40,831,365	47,818,963	(6,987,598)	62,701,300	21,869,935
TOTAL REVENUE	\$5,173,850	\$51,153,297	\$57,297,357	(\$6,144,060)	\$75,315,406	\$24,162,109

EXPENSES	MARCH 2014 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2013-14 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	\$2,838,822	\$29,290,746	\$32,154,477	\$2,863,731	\$40,992,063	\$11,701,317
Train and Station Maintenance	1,473,066	13,436,904	14,950,129	1,513,225	20,800,300	7,363,396
Personnel Expenses	713,015	6,772,147	7,744,881	972,734	10,322,506	3,550,359
Professional Fees	35,250	436,714	472,126	35,412	609,500	172,786
Legal	71,042	460,215	632,412	172,197	843,214	382,999
General & Administrative Expenses	143,850	1,387,627	1,678,952	291,325	2,195,323	807,696
Corporate & Community Outreach	42,560	380,124	470,627	90,503	627,500	247,376
Reserve	-	-	375,003	375,003	500,000	500,000
Expenses Transferred to Capital	(143,755)	(1,011,180)	(1,181,250)	(170,070)	(1,575,000)	(563,820)
TOTAL EXPENSES	\$5,173,850	\$51,153,297	\$57,297,357	\$6,144,060	\$75,315,406	\$24,162,109

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
FEBRUARY 28, 2014 & 2013

	Curent Year							Prior Year Comparison		
	March 2014 Actual	March 2014 Budget	Variances	FY 2014 YTD Actual	YTD Budget	Variances	%	FY 2013 YTD Actual	Variances	%
Revenues:										
Train Revenue	\$1,274,655	\$1,111,865	\$162,790	\$10,038,562	\$9,234,647	\$803,915	9%	\$9,235,294	\$803,268	9%
Interest/Dividend Income	22,340	27,083	(4,743)	283,370	243,747	39,623	16%	434,532	(151,162)	-35%
Total Train Revenue	1,296,995	1,138,948	158,047	10,321,932	9,478,394	843,538	9%	9,669,826	652,106	7%
Operating Assistance:										
Statutory Operating Assistance	1,954,561	1,954,561	-	12,975,000	12,975,000	-	0%	12,908,920	66,080	1%
Statutory Dedicated Funding	1,538,515	1,538,515	-	9,975,000	9,975,000	-	0%	11,889,249	(1,914,249)	-16%
FHWA	308,828	933,333	(624,505)	2,457,194	2,999,997	(542,803)	-18%	3,759,654	(1,302,460)	0%
FTA Assistance	-	895,332	(895,332)	9,753,769	16,166,658	(6,412,889)	-40%	3,143,018	6,610,751	210%
FTA-Designated Recipient Fees	49,525	56,500	(6,975)	446,145	463,500	(17,355)	-4%	38,585	407,560	1056%
FTA-JARC/New Freedom Program Fee	3,337	9,335	(5,998)	32,222	35,172	(2,950)	-8%	92,542	(60,320)	-65%
FTA-JARC/New Freedom Program Match	7,954	140,950	(132,996)	359,595	362,583	(2,988)	-1%	253,158	106,437	42%
Statutory Counties Contribution	-	-	-	4,695,000	4,695,000	-	0%	4,695,000	-	0%
Other Local Funding	14,135	35,700	(21,565)	137,440	146,053	(8,613)	-6%	156,816	(19,376)	-12%
Total Operating Assistance	3,876,855	5,564,226	(1,687,371)	40,831,365	47,818,963	(6,987,598)	-15%	36,936,942	3,894,423	11%
Total Revenue	\$5,173,850	\$6,703,174	(\$1,529,324)	\$51,153,297	\$57,297,357	(\$6,144,060)	-11%	\$46,606,768	\$4,546,529	10%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
FEBRUARY 28, 2014 & 2013**

	Curent Year							Prior Year Comparison		
	March 2014 Actual	March 2014 Budget	Variiances	FY 2014 YTD Actual	YTD Budget	Variiances	%	FY 2013 YTD Actual	Variiances	%
Expenses:										
Train Operations										
Train Operations Contract	\$905,945	\$1,107,976	(\$202,031)	\$8,391,915	\$9,146,267	(\$754,352)	-8%	\$7,737,766	\$654,149	8%
Train Operation - Fuel	742,319	878,125	(135,806)	6,791,435	7,453,125	(661,690)	-9%	6,426,949	364,486	6%
Emergency Bus Service	4,840	11,583	(6,743)	32,647	41,250	(8,603)	-21%	28,135	4,512	16%
Security Contract	537,931	592,429	(54,498)	4,072,181	4,566,861	(494,680)	-11%	3,854,305	217,876	6%
Feeder Bus	288,540	340,803	(52,263)	4,268,433	4,387,227	(118,794)	-3%	3,801,782	466,651	12%
Station Utilities	43,643	54,333	(10,690)	428,138	488,997	(60,859)	-12%	444,048	(15,910)	-4%
EMS Boards	13,167	32,125	(18,958)	90,756	109,125	(18,369)	-17%	82,091	8,665	11%
Insurance	-	78,134	(78,134)	2,042,823	2,161,466	(118,643)	-5%	2,157,245	(114,422)	-5%
Revenue Collection	-	28,500	(28,500)	449,859	453,071	(3,212)	-1%	10,412	439,447	4221%
APTA Dues	-	1,583	(1,583)	-	14,250	(14,250)	-100%	-	-	0%
ROW Maintenance	23,196	28,833	(5,637)	214,272	412,500	(198,228)	-48%	287,563	(73,291)	-25%
TVM Maintenance	3,098	7,750	(4,652)	93,366	141,750	(48,384)	-34%	286,421	(193,055)	-67%
Smart Card	113	7,083	(6,970)	2,045	63,750	(61,705)	-97%	-	2,045	0%
Dispatch	276,030	326,285	(50,255)	2,412,876	2,714,838	(301,962)	-11%	2,190,238	222,638	10%
Total Train Operations	2,838,822	3,495,542	(656,720)	29,290,746	32,154,477	(2,863,731)	-9%	27,306,955	1,983,791	7%
Train and Station Maintenance										
Train Maintenance	1,313,724	1,533,893	(220,169)	11,988,485	13,154,941	(1,166,456)	-9%	10,033,097	1,955,388	19%
Station Maintenance	159,342	279,465	(120,123)	1,448,419	1,795,188	(346,769)	-19%	1,405,085	43,334	3%
Total Train and Station Maintenance	1,473,066	1,813,358	(340,292)	13,436,904	14,950,129	(1,513,225)	-10%	11,438,182	1,998,722	17%
Personnel Expenses										
Salaries and Wages	519,901	700,133	(180,232)	5,008,063	5,757,820	(749,757)	-13%	4,657,720	350,343	8%
Taxes	40,485	60,064	(19,579)	381,380	504,578	(123,198)	-24%	382,123	(743)	0%
Group Insurance	108,906	190,500	(81,594)	935,031	1,029,750	(94,719)	-9%	857,375	77,656	9%
Pension	43,723	72,512	(28,789)	447,673	452,733	(5,060)	-1%	243,610	204,063	84%
Total Personnel Expenses	713,015	1,023,209	(310,194)	6,772,147	7,744,881	(972,734)	-13%	6,140,828	631,319	10%
Professional Services										
Auditing Services	-	-	-	72,500	75,000	(2,500)	-3%	72,500	-	0%
Professional Services	35,250	70,721	(35,471)	364,214	397,126	(32,912)	-8%	341,924	22,290	7%
Total Professional Services	35,250	70,721	(35,471)	436,714	472,126	(35,412)	-8%	414,424	22,290	5%
Legal										
Salaries and Wages	32,449	45,015	(12,566)	276,811	321,761	(44,950)	-14%	267,136	9,675	4%
Taxes	2,678	3,951	(1,273)	14,790	23,957	(9,167)	-38%	15,453	(663)	-4%
Group Insurance	3,797	6,300	(2,503)	27,054	27,726	(672)	-2%	22,904	4,150	18%
Pension	3,924	6,349	(2,425)	34,631	35,487	(856)	-2%	15,094	19,537	129%
Business Travel	6,600	7,408	(808)	15,855	21,675	(5,820)	-27%	5,024	10,831	216%
Membership/Dues/Subscriptions	427	1,950	(1,523)	3,578	4,500	(922)	-20%	1,020	2,558	251%
Seminars and Training	-	1,677	(1,677)	1,295	2,493	(1,198)	-48%	2,838	(1,543)	-54%
Legal Services	21,167	21,667	(500)	86,201	194,813	(108,612)	-56%	72,461	13,740	19%
Total Legal	71,042	94,317	(23,275)	460,215	632,412	(172,197)	-27%	401,930	58,285	15%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
FEBRUARY 28, 2014 & 2013

	Curent Year						Prior Year Comparison			
	March 2014 Actual	March 2014 Budget	Variances	FY 2014 YTD Actual	YTD Budget	Variances	%	FY 2013 YTD Actual	Variances	%
General and Administrative Expenses										
Bank & Credits Cards Fees	10,330	16,350	(6,020)	90,341	100,426	(10,085)	-10%	83,940	6,401	8%
Building Maintenance	6,529	15,400	(8,871)	77,029	101,500	(24,471)	-24%	76,913	116	0%
Business Travel	4,150	40,080	(35,930)	78,283	190,399	(112,116)	-59%	76,875	1,408	2%
Materials & Supplies	9,562	18,833	(9,271)	128,622	131,629	(3,007)	-2%	106,278	22,344	21%
Membership/Dues/Subscriptions	8,749	11,147	(2,398)	118,504	134,964	(16,460)	-12%	141,357	(22,853)	-16%
Office Rent	55,483	62,642	(7,159)	486,183	497,778	(11,595)	-2%	474,091	12,092	3%
Printing & Advertising	577	4,750	(4,173)	17,692	35,709	(18,017)	-50%	21,220	(3,528)	-17%
Seminars and Training	3,934	12,124	(8,190)	29,184	106,116	(76,932)	-72%	50,885	(21,701)	-43%
Telecommunications	37,996	39,683	(1,687)	306,987	307,779	(792)	0%	288,763	18,224	6%
Vehicle Operations & Maintenance	4,747	12,417	(7,670)	48,942	55,626	(6,684)	-12%	52,988	(4,046)	-8%
Miscellaneous Personnel Expenses	1,793	1,892	(99)	5,860	17,026	(11,166)	-68%	2,627	3,233	123%
Total General and Administrative Exp	143,850	235,318	(91,468)	1,387,627	1,678,952	(291,325)	-17%	1,375,937	11,690	1%
Corporate & Community Outreach Expenses										
Special Programs	336	1,000	(664)	336	9,000	(8,664)	-96%	2,207	(1,871)	-85%
Customer Service/Information	9,081	10,208	(1,127)	45,310	82,675	(37,365)	-45%	40,033	5,277	13%
Corporate & Community Outreach Contract	33,079	46,667	(13,588)	332,399	375,001	(42,602)	-11%	299,549	32,850	11%
Promotional Materials	64	2,417	(2,353)	2,079	3,951	(1,872)	-47%	1,418	661	47%
Total Corporate & Community Outreach Expenses	42,560	60,292	(17,732)	380,124	470,627	(90,503)	-19%	343,207	36,917	11%
Reserves and Transfers										
Reserve	-	41,667	(41,667)	-	375,003	(375,003)	-100%	-	-	0%
Expenses Transferred to Capital	(143,755)	(131,250)	(12,505)	(1,011,180)	(1,181,250)	170,070	-14%	(814,695)	(196,485)	0%
Total Reserves and Transfers	(143,755)	(89,583)	(54,172)	(1,011,180)	(806,247)	(204,933)	25%	(814,695)	(196,485)	0%
	\$5,173,850	\$6,703,174	(\$1,529,324)	\$51,153,297	\$57,297,357	(\$6,144,060)	-11%	\$46,606,768	\$4,546,529	10%
Net Income										

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF NET POSITION
MARCH 31, 2014

ASSETS

Current assets:

Cash and cash equivalents	\$	55,752,152
Accounts receivable:		
State Grants		2,727,089
Federal Grants		23,258,596
Counties		2,248,400
Other		943,968
Prepaid expenses		951,516
Total current assets		85,881,721

Noncurrent assets:

Capital assets (net of accumulated depreciation)		552,170,781
Total noncurrent assets		552,170,781
Total assets	\$	638,052,502

LIABILITIES

Current liabilities:

Accounts payable	\$	1,311,072
Accruals		3,945,952
Compensated absences		454,623
Deferred revenue		887,566
Due to other governmental units		188,742
Total current liabilities		6,787,955

Noncurrent liabilities:

Compensated absences		681,934
Deposits		2,105,506
Advances from FDOT		2,000,000
Total noncurrent liabilities		4,787,440
Total liabilities	\$	11,575,395

NET POSITION

Net Investment in Capital Assets		552,170,781
Reserved for Capital Projects		47,173,099
Unrestricted		27,133,227
Total net assets		626,477,107
Total liabilities and net assets	\$	638,052,502



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During March 2014, the SFRTA Accounts Payable division processed 380 invoices totaling \$5,731,245.34 and disbursed 200 checks, excluding payroll, totaling \$7,901,894.34

Invoices over \$2,500 represent 36.5% (73 checks) of all invoices processed in the month of March, and represent 99.2 % of the value (\$7,834,495.73) of all checks processed in March 2014.

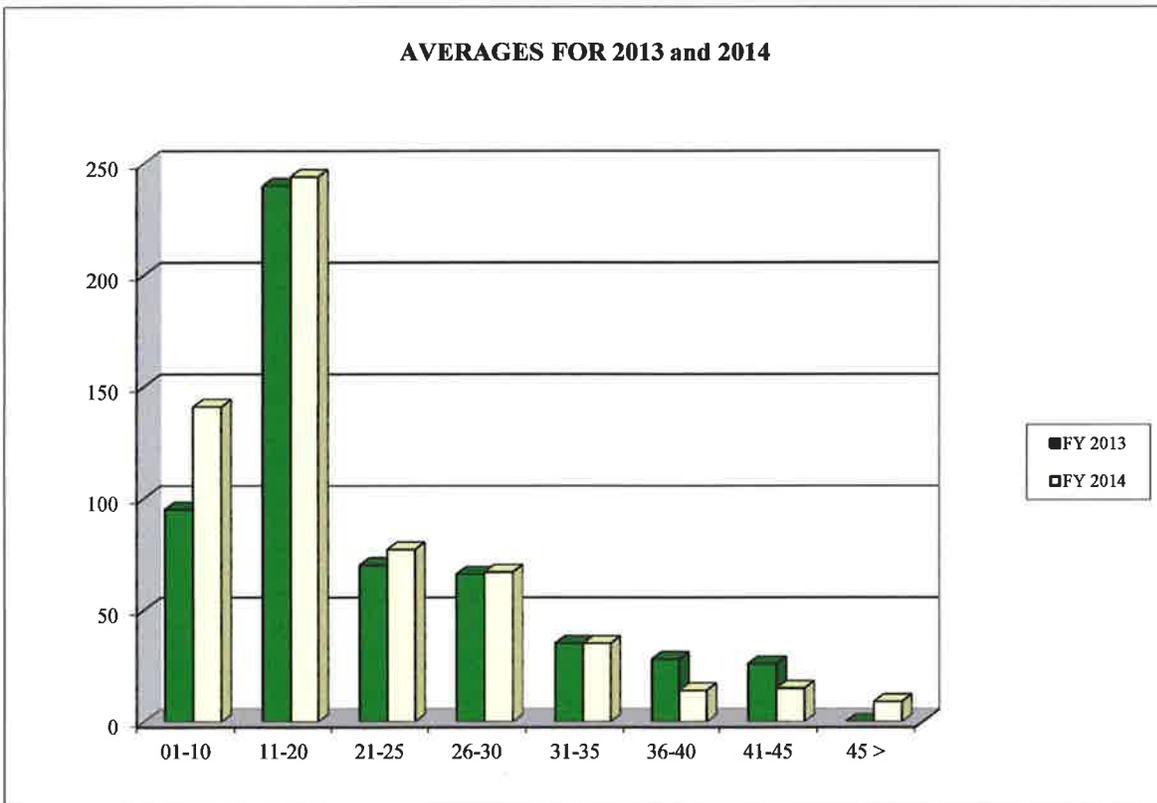
Accounts Payable processed 72.6% (53 checks) of the checks over \$2,500 within the 21-25 days, with 89.0% (65 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - MARCH 2014**

AGENDA ITEM NO. F

FOR INVOICES \$2,500 AND OVER

MONTHLY AVERAGE JULY 2013 TO JUNE 2014		MONTHLY AVERAGE JULY 2012 TO JUNE 2013	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	23.4%	0 -10 Days	17.0%
11-20 Days	40.5%	11-20 Days	42.9%
21-25 Days	12.8%	21-25 Days	12.5%
26-30 Days	11.1%	26-30 Days	11.8%
31-35 Days	5.8%	31-35 Days	6.3%
36-40 Days	2.3%	36-40 Days	5.0%
41-45 Days	2.5%	41-45 Days	4.6%
Over 45 Days	1.5%	Over 45 Days	0.0%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 25, 2014
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 THRU MARCH 31, 2014**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK DATE	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
2/21/2014	2/28/2014	3/19/2014	3/26/2014	33	BV OIL COMPANY	Train Fuel - 1/20-2/25/14	492,693.72
2/19/2014	3/19/2014	3/24/2014	3/24/2014	33	NATIONAL RAILROAD PASSENGER	Base Comp - Jan 2014	276,020.00
2/19/2014	3/25/2014	3/4/2014	3/11/2014	20	KEOLIS TRANSIT SERVICES, LLC	Feeder Service 2/1-15/14	136,174.35
3/3/2014	3/3/2014	3/6/2014	3/13/2014	10	FLORIDA POWER & LIGHT	Station Utilities	4,833.46
2/25/2014	2/27/2014	3/6/2014	3/13/2014	16	G4S SECURE SOLUTIONS USA	G4S 2/17-23/14, G4S 2/17-23/14 Overtime	102,285.40
1/28/2014	1/21/2014	3/6/2014	3/13/2014	44	G4S SECURE SOLUTIONS USA	G4S W/E - 1/6-12/14	102,318.51
3/10/2014	3/11/2014	3/13/2014	3/20/2014	10	ID WHOLESALER	ID Badging	5,546.27
2/18/2014	3/5/2014	3/13/2014	3/20/2014	30	HDR ENGINEERING INC	Technical Support	3,057.44
3/10/2014	3/12/2014	3/13/2014	3/20/2014	10	KEOLIS TRANSIT SERVICES, LLC	Feeder Service 2/16-28/14	129,566.25
2/20/2014	3/12/2014	3/13/2014	3/21/2014	29	SFEC TMA	Shuttle Bus January 2014	15,318.63
3/3/2014	3/6/2014	3/13/2014	3/21/2014	18	VEOLIA TRANSPORTATION SERVICE	Base Contract - 02/1-28/14, Test Trains 1/30-2/22/14	860,373.54
3/10/2014	3/12/2014	3/13/2014	3/21/2014	11	DOWNTOWN FT LAUDERDALE TMA	Feeder Svc Ft Lauderdale Route - 1/2/13	19,666.66
2/27/2014	3/6/2014	3/13/2014	3/21/2014	22	EAC CONSULTING	Commuter Rail Track & Signal	23,036.31
3/10/2014	3/11/2014	3/13/2014	3/21/2014	11	FLORIDA POWER & LIGHT	Station Utilities	4,152.92
3/5/2014	3/7/2014	3/13/2014	3/21/2014	16	G4S SECURE SOLUTIONS USA	G4S 2/24-3/2/14, G4S 224-3/2/14 Overtime	119,454.70
3/13/2014	3/17/2014	3/21/2014	3/27/2014	14	FLORIDA POWER & LIGHT	Station Utilities	10,396.62
3/11/2014	3/14/2014	3/21/2014	3/27/2014	16	G4S SECURE SOLUTIONS USA	G4S 3/3-9/14, G4S 10/4-2/3/14	111,602.06
3/20/2014	3/21/2014	3/27/2014	4/2/2014	13	FLORIDA POWER & LIGHT	Station Utilities	10,527.72
3/20/2014	3/24/2014	3/27/2014	4/2/2014	13	G4S SECURE SOLUTIONS USA	G4S 3/10-16/14, G4S 3/10-14 Overtime	100,692.00
2/18/2014	2/25/2014	3/27/2014	4/3/2014	44	KEOLIS TRANSIT SERVICES, LLC	Feeder Service 02/01-02/28/14	13,378.75
3/3/2014	3/7/2014	3/12/2014	3/18/2014	15	BOMBARDIER MASS TRANSIT CORPORATION	Base - Fleet Maintenance 2/1-28/14, DMU Material	1,349,907.23
2/28/2014	3/17/2014	3/19/2014	3/26/2014	26	BV OIL COMPANY	Train Fuel 2/25-3/4/14	209,674.03
3/13/2014	2/20/2014	3/20/2014	3/20/2014	7	BANK OF AMERICA	Purch Cards - 03/04/14	29,604.93
3/14/2014	3/20/2014	3/26/2014	4/2/2014	19	BOMBARDIER MASS TRANSIT CORPORATION	Base Cleaning 10/13	7,390.00
3/17/2014	3/21/2014	3/26/2014	4/2/2014	16	BV OIL COMPANY	Train Fuel - 3/5-10/14	118,453.84
3/13/2014	3/18/2014	3/4/2014	4/4/2014	22	STATE CONTRACTING & ENG CORP.	West Palm Beach Station Repairs	9,042.44
2/20/2014	3/3/2014	3/6/2014	3/11/2014	19	VITAL PRINTING CORPORATION	Janitorial Services 2/1-28/2014	5,122.77
2/24/2014	2/27/2014	3/6/2014	3/11/2014	15	RESPECT OF FLORIDA	Printing of Tr-Rail Shuttle Bus Schedules	4,490.00
2/10/2014	2/14/2014	3/13/2014	3/20/2014	38	FTI CONSULTING LLC	Federal Legislative Consultant Services 01/2014	12,000.00
2/18/2014	3/5/2014	3/13/2014	3/20/2014	30	LEVERAGE INFORMATION SYSTEMS	LED Panels for PIS Signs	6,376.09
2/5/2014	3/5/2014	3/13/2014	3/20/2014	43	MERIDIAN MANAGEMENT CORPORATION	Base Contract - Station Maintenance 1/1-1/31/14	150,881.28
2/27/2014	3/6/2014	3/13/2014	3/20/2014	21	MIAMIDADE	Mon & CC Processing Fees 10/13	19,880.00
3/11/2014	3/11/2014	3/13/2014	3/20/2014	9	RAIL TECH CONSULTANTS INC	PIS Parts and Labor - 03/14	11,579.84
2/25/2014	3/11/2014	3/13/2014	3/20/2014	23	WEX BANK, D/B/A WRIGHT EXPRESS FSC	Fuel Exp - 02/01-28/14	3,261.00
3/10/2014	3/10/2014	3/13/2014	3/20/2014	10	A GOLDSTEIN & COMPANY	Teal Blue Lanyards with the SFRFTA Logo in White	2,839.87
3/3/2014	3/5/2014	3/13/2014	3/21/2014	18	DELL SERVICE SALES	Sonic Wall Admin Training	3,112.18
2/24/2014	3/10/2014	3/13/2014	3/21/2014	25	ERICKS CONSULTANTS	State Legislative Consultant Services - 02/14	20,500.00
3/14/2014	3/14/2014	3/20/2014	3/25/2014	11	GOVCONNECTION INC	Computer Equipment	2,707.34
3/18/2014	3/18/2014	3/20/2014	3/25/2014	7	DAVID A PINIELLA	Security Audit and Report	2,750.00
3/14/2014	3/19/2014	3/20/2014	3/25/2014	11	LOBBYTOOLS, INC.	Subscriptions - 04/1/14-03/31/15	4,550.00
3/11/2014	3/14/2014	3/21/2014	3/25/2014	16	RAIL TECH CONSULTANTS INC	PIS Parts and Labor - 03/14	4,592.00
3/20/2014	3/20/2014	3/21/2014	3/25/2014	5	BITNER GOODMAN INC	General Marketing / Misc Projects / 10/13, 02/14	41,078.66
3/14/2014	3/17/2014	3/27/2014	4/4/2014	21	PROLOGIS TRUST	Prologis Trust Office Rent -04/2014	54,187.49
2/25/2014	3/12/2014	3/27/2014	4/2/2014	36	AT&T	Reg Summ Bill - 03/14	38,846.62
3/18/2014	3/24/2014	3/27/2014	4/2/2014	15	DELL MARKETING, L.P	Computer	3,370.37
3/7/2014	3/25/2014	3/27/2014	4/2/2014	26	KAPLAN KIRSCH ROCKWELL LLP	Legal Services	23,664.89
3/25/2014	3/25/2014	3/27/2014	4/2/2014	8	FLORIDA MUNICIPAL INSURANCE TR	Workmens Compensation Insurance	11,386.50
3/17/2014	3/20/2014	3/27/2014	4/2/2014	16	MATTHEWS, RENE	APTA	3,341.06
				49	VITAL PRINTING CORPORATION	Copies	4,513.00
TOTAL OPERATING EXPENDITURES							4,700,198.74

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING: APRIL 25, 2014
 INFORMATION ITEM: PAYMENTS OVER \$2,500
 MARCH 1 THRU MARCH 31, 2014

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK DATE	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
2/26/2014	2/27/2014	3/5/2014	3/7/2014	9	BROOKVILLE EQUIPMENT CORP.	Fully compliant locomotives	661,237.67
3/3/2014	3/7/2014	3/12/2014	3/18/2014	15	BOMBARDIER MASS TRANSIT CORPORATION	Wrapping, E7 System Installation	47,757.67
2/28/2014	3/3/2014	3/6/2014	3/13/2014	13	CITY OF DORAL	Reimbursement for GrantFL-04-0148-00	90,674.00
2/28/2014	3/3/2014	3/6/2014	3/13/2014	13	COALITION FOR INDEPENDENT LIVING	Reimbursement for 50% of expenses for December 2013	2,904.00
2/24/2014	2/27/2014	3/6/2014	3/13/2014	17	CSX TRANSPORTATION	Hazmat Clean Up	94,924.46
2/25/2014	2/27/2014	3/6/2014	3/13/2014	16	G4S SECURE SOLUTIONS USA	G4S 2/17-23/14	4,803.12
2/18/2014	3/10/2014	3/13/2014	3/20/2014	30	HDR ENGINEERING INC	Technical Support	6,831.31
2/18/2014	3/5/2014	3/13/2014	3/20/2014	30	HNTB CORPORATION	ADAFAC Compliance Design Standards	7,597.33
2/5/2014	3/5/2014	3/13/2014	3/20/2014	43	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	8,549.42
2/24/2014	3/10/2014	3/13/2014	3/21/2014	25	PB AMERICAS, INC	Professional Planning Services	14,025.65
2/26/2014	3/5/2014	3/13/2014	3/21/2014	23	S FL REGIONAL PLANNING COUNCIL	Professional Services 7/1-09/30/13	50,000.00
2/20/2014	3/12/2014	3/13/2014	3/21/2014	29	CH2M HILL, INC.	Technical and Logistical Support for Projects	78,848.42
3/3/2014	3/7/2014	3/13/2014	3/21/2014	18	CITY OF WEST PALM BEACH	Reimbursement Grant 052 1/1-2/2/2014	21,523.92
3/5/2014	3/7/2014	3/13/2014	3/21/2014	16	G4S SECURE SOLUTIONS USA	G4S 2/24-3/2/14	4,803.12
3/10/2014	3/17/2014	3/13/2014	3/25/2014	15	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	14,655.23
3/6/2014	3/17/2014	3/20/2014	3/25/2014	19	PARSONS TRANSPORTATION GROUP	General Systems Engineering Services Tasks	3,286.60
2/24/2014	3/14/2014	3/20/2014	3/25/2014	29	PB AMERICAS, INC	Professional Planning Services	67,089.38
3/11/2014	3/13/2014	3/21/2014	3/27/2014	16	CITY OF LAUDERHILL	Reimbursement under JARC Grant 065 -12/1-31/12	27,700.00
3/20/2014	3/24/2014	3/27/2014	4/2/2014	13	G4S SECURE SOLUTIONS USA	G4S 3/3-9/14	4,774.53
3/6/2014	3/17/2014	3/27/2014	4/2/2014	27	GANNETT FLEMING INC	G4S 3/10-16/14	4,803.12
3/7/2014	3/25/2014	3/27/2014	4/3/2014	27	HDR ENGINEERING INC	Train Tracking and PIS	48,055.11
3/10/2014	3/21/2014	3/27/2014	4/3/2014	24	KIMLEY HORN AND ASSOCIATES	Technical Support	1,769,249.40
3/6/2014	3/20/2014	3/27/2014	4/3/2014	28	PARSONS TRANSPORTATION GROUP	Technical and Logistical Support for Projects	89,619.11
				24	TOTAL CAPITAL EXPENDITURES	General Systems Engineering Services Tasks	10,584.42
				73	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		<u>3,134,296.99</u>
					Item Total		<u>\$ 7,834,495.73</u>

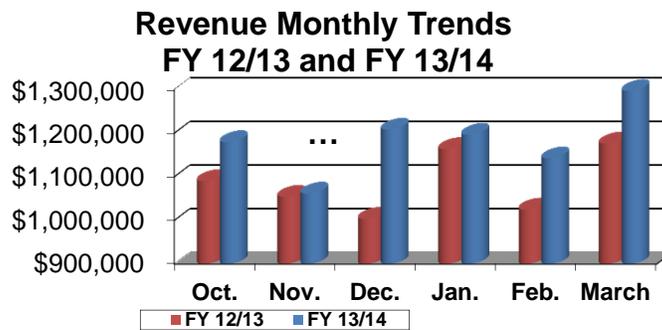
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: APRIL 25, 2014
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
MARCH 1 THRU MARCH 31, 2014**

INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	11	15.1%	15.1%
11-20 days	33	45.2%	60.3%
21-25 days	9	12.3%	72.6%
26-30 days	12	16.4%	89.0%
31-35 days	2	2.7%	91.8%
36-40 days	2	2.7%	94.5%
41-45 days	4	5.5%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL CHECKS	73	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT-MARCH 2014**

REVENUE -MARCH 2014

DESCRIPTION	Mar-13	Mar-14	VARIANCE	%
Weekday Sales	929,664	1,015,668	86,004	9.3%
Weekend Sales	224,576	258,987	34,410	15.3%
Other Income	22,124	22,340	216	1.0%
Total Revenue	1,176,364	1,296,995	120,630	10.3%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- MARCH 2014**

SALES BY TICKET TYPE	MARCH 2013	MARCH 2014	PERCENT CHANGE ⁽¹⁾
Palm Beach Schools	30,250	27,550	-9%
Employer Disc. Program	142,590	165,224	16%
Group Tour Sales	717	405	-43.5%
Station Sales:			
One-Way	456,880	461,445	1.0%
Roundtrip	253,933	269,041	5.9%
12 Trips	37,031	40,673	9.8%
Monthly	60,200	71,400	18.6%
Monthly Reg. Pass	24,360	31,610	29.8%
One-Way Discount	6,948	6,371	-8.3%
Roundtrip Discount	10,469	10,017	-4.3%
Monthly Discount	38,850	44,950	15.7%
Monthly Disc. Reg. Pass	17,010	20,953	23.2%
Stored Value	74,638	114,115	52.9%
Card Deposits	364	10,902	2895.1%
Total Station Sales	980,683	1,081,475	
Total Sales	1,154,240	1,274,655	10.4%

AVERAGE FARE

3.03	3.30
------	------

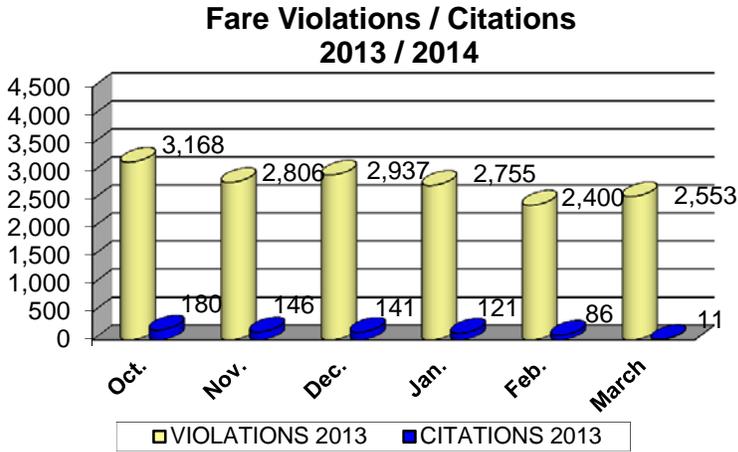


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
OCTOBER 2013 THROUGH MARCH 2014**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
OCTOBER 2013	523,802	3,168	180	2,977	131%
NOVEMBER 2013	462,614	2,806	146	2,652	128%
DECEMBER 2013	464,640	2,937	141	2,789	130%
JANUARY 2014	492,277	2,755	121	2,632	127%
FEBRUARY 2014	448,069	2,400	86	2,308	123%
MARCH 2014	459,743	2,553	11	2,472	119%
AVERAGE	475,191	2,770	114	2,638	126%

FARE EVASION % **0.56%**

FINES \$ **7,881**





Solicitation Status Report March 2014

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
14-006	RFQ	Design Services for the Wave Modern Streetcar	2/27/2014	3/4/2014	3/13/2014	4/3/2014	6/27/2014

The Cone of Silence is in effect for the above solicitation through award of contract



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of March 2014**

AGENDA ITEM NO: I

Contract Purchase Order No.	Contract /Project Description	Contract Action	Amount \$
14-000276	CONTRACTOR: VITAL PRINTING CORPORATION DESCRIPTION: Additonal Printing Cost Due To Artwork Revisions, After Initial Print Job Had Begun For The Pocket Schedules.	Purchase Order	\$12,700.00
14-000284	CONTRACTOR: KIMLEY HORN AND ASSOCIATES DESCRIPTION: Assist SFRTA In The Procurement Of An Environmental Contractor For The Entire Area Of SFRTA Operations, Including The South Florida Rail Corridor (SFRC) And Maintenance Facilities/Yards.	Work Order	\$39,675.90
14-000285	CONTRACTOR: PB AMERICAS, INC. DESCRIPTION: To Update And Revise The 2008 South Florida Transit Resource Guide Booklet.	Work Order	\$48,089.29
14-000288	CONTRACTOR: Z-CARD NORTH AMERICAN DESCRIPTION: Welcome Guide Z-CARDS Z-CARD Pocket Brochure.	Purchase Order	\$10,000.00



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of March 2014**

AGENDA ITEM: J

Date Signed	Description	Contract Action	Amount \$
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of March, 2014	N/A	N/A



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

MARCH 2014

PRESENTED BY



**STEVE COLLISTER
PROJECT MANAGER**

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

MARCH 2014

During the month of MARCH 2014, 3029 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, one (1) Auto Theft Recovery, one (1) Burglary Auto, one (1) Disorderly Conduct Arrest, and eleven (11) Thefts. A total of seven (7) Arrests were made this month, four (4) were for Fare Evasions.

MAJOR INCIDENTS

AUTO THEFT RECOVERED (Sheridan)

Case # 03-14-602

Occurred on 03/07/14, Friday. During a security inspection of the parking area the officer observed a white Ford Pickup truck with the driver's door open with the ignition missing. Hollywood Police Department responded and advised the vehicle was reported stolen. Hollywood Police Department Case # 33-1402-027579.

THEFT (cell phone)

Case # 03-14-1586

Occurred on 03/17/14, Monday, between 1406-1450 hours. Unknown person(s) removed the victim's cell phone from the P629 when he fell asleep. No police case number.

THEFT (bicycle)

Case #03-14-1801

Occurred on 03/19/14, Wednesday, between 1550-1630 hours. Victim states he placed his bicycle in the lower level bike rack and took a seat in upper level of car 1010. Upon arrival at Deerfield Beach, the bicycle was missing. No police case number.

THEFT (bicycle)

Case #03-14-1850

Occurred on 03/20/14, Thursday, between 0935-0950 hours. Victim states persons unknown removed his bicycle from the P614 between West Palm Beach and Mangonia Park when he went to the restroom. No police case number.

FT LAUDERDALE AIRPORT STATION

Theft-Fire Extinguisher

Case # 03-14-832

Occurred on 03/10/14, Monday, at unknown hours. Unknown person(s) removed the fire extinguisher from the 3RD floor parking level adjacent to the stairwell. No police case number at this time.

HOLLYWOOD STATION

Theft –work bag

Case # 03-14-2283

Occurred on 03/25/14, Tuesday, at 0555 hours. Victim states person(s) unknown removed his black work bag with tools inside from the station when he left the bag unattended to purchase a ticket. Declined police response.

BOYNTON BEACH STATION

Theft-bicycle

Case # 03-14-949

Occurred on 03/07/14, Friday, between 1200-1640 hours. Left his Schwinn bike secured to the bike rack pole and when he returned the bike was not there. Declined police response.

GOLDEN GLADES STATION

Burglary Auto

Case # 03-14-1115

Occurred on 03/12/14, Wednesday, between 1000-1055 hours. Victim reported person(s) unknown broke the door lock on his white Ford Van and removed his lap top and tools. Miami Dade Police Department Case # 140312092153.

METRORAIL STATION

Theft Bicycle

Case # 03-14-249

Occurred on 03/03/14, Monday, between 1955 hours and 03/04/14, Tuesday, at 0632 hours. Victim reported his blue/black bicycle was removed from bike lockers #15 by person unknown. Victim declined police department response.

Theft Bicycle

Case # 03-14-1186

Occurred on 03/12/14, Wednesday, unknown time and 03/13/14, Thursday, at 0631 hours. Person(s) unknown removed the victims gray folding bicycle from locker # 11. Declined police department response.

Theft Bicycle

Case # 03-14-2562

Occurred on 03/27/14, Thursday, at 09:49 am. Person(s) unknown removed the victims black mountain bike was removed from the bike rack. Victim refused police response.

HIALEAH MARKET STATION

Theft -Bicycle

Case # 03-14-959

Occurred on 03/11/14, Tuesday, at 0130-0200 hours. Person(s) unknown removed victims blue bicycle from locker #25. Hialeah Police Department Case # 2014-8281.

WEST PALM BEACH STATION

Theft -Bicycle

Case # 03-14-2767

Occurred on 03/29/14, Saturday, at 1056 hours. Person(s) unknown removed the victim's cell phone while it was charging in the electrical outlet next to the elevator on the west platform. No police report case.

MONTHLY FARE EVASION REPORT

MONTH: March-2013

Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
3/1/2014	7,120	7,416	44	0	44	0	104%	0.59%	0%	100%	0%
3/2/2014	5,940	6,268	79	1	78	0	106%	1.26%	1%	99%	0%
3/3/2014	15,549	18,581	86	4	82	0	119%	0.46%	5%	95%	0%
3/4/2014	15,780	17,462	109	6	103	0	111%	0.62%	6%	94%	0%
3/5/2014	14,820	18,560	100	1	99	0	125%	0.54%	1%	99%	0%
3/6/2014	14,775	17,287	91	3	88	0	117%	0.53%	3%	97%	0%
3/7/2014	14,962	19,483	89	3	86	0	130%	0.46%	3%	97%	0%
3/8/2014	7,212	6,824	54	0	54	0	95%	0.79%	0%	100%	0%
3/9/2014	6,807	7,997	49	0	49	0	117%	0.61%	0%	100%	0%
3/10/2014	16,014	19,051	95	6	88	1	119%	0.50%	6%	93%	1%
3/11/2014	16,063	19,100	98	3	95	0	119%	0.51%	3%	97%	0%
3/12/2014	15,766	19,664	87	1	84	2	125%	0.44%	1%	97%	2%
3/13/2014	16,004	19,752	91	2	89	0	123%	0.46%	2%	98%	0%
3/14/2014	15,305	17,820	95	4	91	0	116%	0.53%	4%	96%	0%
3/15/2014	7,189	7,275	56	0	56	0	101%	0.77%	0%	100%	0%
3/16/2014	6,389	6,330	58	2	56	0	99%	0.92%	3%	97%	0%
3/17/2014	14,780	16,279	91	2	89	0	110%	0.56%	2%	98%	0%
3/18/2014	13,714	18,502	73	0	73	0	135%	0.39%	0%	100%	0%
3/19/2014	14,358	16,184	91	1	90	0	113%	0.56%	1%	98%	0%
3/20/2014	13,782	17,027	81	3	78	0	124%	0.48%	4%	96%	0%
3/21/2014	13,787	19,013	118	3	115	0	138%	0.62%	3%	97%	0%
3/22/2014	7,093	7,178	38	2	36	0	101%	0.53%	5%	95%	0%
3/23/2014	5,675	6,693	50	1	49	0	118%	0.75%	2%	98%	0%
3/24/2014	14,702	17,629	94	6	88	0	120%	0.53%	6%	94%	0%
3/25/2014	15,258	19,649	100	3	97	0	129%	0.51%	3%	97%	0%
3/26/2014	15,613	19,146	95	3	92	0	123%	0.50%	3%	97%	0%
3/27/2014	15,905	20,051	111	4	107	0	126%	0.55%	4%	96%	0%
3/28/2014	15,628	20,531	105	7	98	0	131%	0.51%	7%	93%	0%
3/29/2014	7,528	6,916	49	1	48	0	92%	0.71%	2%	98%	0%
3/30/2014	6,110	7,520	55	1	54	0	123%	0.73%	2%	98%	0%
3/31/2014	15,968	18,555	121	4	116	1	116%	0.65%	3%	96%	1%
Totals	385,596	459,743	2,553	77	2472	4	119%	0.56%	3%	97%	0%

Weekly/Monthly Fare Inspection Report

Month: March-2014

Week	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
03/01/14-03/02/14	13,060	13,684	123	1	122	0	105%	0.90%	1%	99%	0%
03/03/14-03/09/14	89,905	106,194	578	17	561	0	118%	0.54%	3%	97%	0%
03/10/14-03/16/14	92,730	108,992	580	18	559	3	118%	0.53%	3%	96%	1%
03/17/14-03/23/14	83,189	100,876	542	12	530	0	121%	0.54%	2%	98%	0%
03/24/14-03/30/2014	90,744	111,442	609	25	584	0	123%	0.55%	4%	96%	0%
3/31/2014	15,968	18,555	121	4	116	1	116%	0.65%	3%	96%	1%
Totals	385,596	459,743	2,553	77	2,472	4	119%	0.56%	3%	97%	0%

FARE EVASION REPORT MONTHLY COMPARISON

MONTH	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
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. 812.016	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-01	217,992	158,234	595	201	387	7	73%	0.38%	34%	65%	1%
February-01	218,815	155,774	500	144	351	5	71%	0.32%	29%	70%	1%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	28%	71%	0%
October-01	224,865	226,566	642	221	417	4	101%	0.28%	34%	65%	0%
November-01	196,902	190,162	640	240	400	0	97%	0.34%	38%	63%	0%
December-01	197,396	181,718	666	276	381	9	92%	0.37%	41%	57%	1%
January-02	215,010	199,904	627	208	417	2	93%	0.31%	33%	67%	0%
February-02	209,444	213,042	589	172	414	3	102%	0.28%	29%	70%	1%
March-02	227,971	224,847	650	270	377	3	99%	0.29%	42%	58%	0%
April-02	239,345	225,965	661	238	420	3	94%	0.29%	36%	64%	0%
May-02	231,330	217,200	643	195	445	3	94%	0.30%	30%	69%	0%
June-02	181,749	174,081	658	259	395	4	96%	0.38%	39%	60%	1%
July-02	195,723	195,531	865	38	817	10	100%	0.44%	4%	94%	1%
August-02	225,555	231,376	880	38	841	1	103%	0.38%	4%	96%	0%
September-02	216,671	227,528	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
Page 1 Total	6,266,662	4,719,767	18,551	16,519	1,757	276	75%	0.39%	96%	9%	1%
Totals	13,038,556	11,280,895	41,222	20,587	20257	379	87%	0.37%	50%	49%	1%

* October 2000 MODIFIED FARE EVASION BEGINS

09/11/01 TERRORIST ATTACK

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



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.016	% 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	98%	0.49%	7%	93%	0%
January-04	237,635	233,086	1038	77	958	3	98%	0.45%	7%	92%	0%
February-04	242,576	222,543	1000	73	926	1	92%	0.45%	7%	93%	0%
March-04	261,974	227,616	1006	63	941	2	87%	0.44%	6%	94%	3%
April-04	254,585	229,216	740	37	702	1	90%	0.32%	5%	95%	0%
May-04	248,924	228,334	688	31	657	0	92%	0.30%	5%	95%	0%
June-04	220,646	195,551	1046	38	1007	1	89%	0.53%	4%	96%	0%
July-04	217,550	197,139	968	49	917	2	91%	0.49%	5%	95%	0%
August-04	244,841	215,845	1066	37	1029	0	88%	0.49%	3%	97%	0%
September-04	134,259	127,913	524	18	505	1	95%	0.41%	3%	96%	0%
October-04	250,254	216,532	906	33	871	2	87%	0.42%	4%	96%	0%
November-04	247,676	235,871	947	41	904	2	95%	0.40%	4%	95%	0%
December-04	232,664	231,754	931	58	873	0	100%	0.40%	6%	94%	0%
January-05	233,079	240,361	1244	91	1147	6	103%	0.52%	7%	92%	0%
February-05	234,939	242,323	1149	90	1055	4	103%	0.47%	8%	92%	0%
March-05	271,374	268,833	1230	89	1140	1	99%	0.46%	7%	93%	0%
April-05	261,406	260,144	1500	77	1420	3	100%	0.58%	5%	95%	0%
May-05	249,519	248,817	1421	116	1297	8	100%	0.57%	8%	91%	0%
June-05	200,482	194,500	1360	107	1237	16	97%	0.70%	8%	91%	1%
July-05	186,245	183,463	1295	103	1181	11	99%	0.71%	8%	91%	1%
August-05	207,320	206,156	1224	112	1108	4	99%	0.59%	9%	91%	0%
September-05	227,227	206,899	1213	93	1118	2	91%	0.59%	8%	92%	0%
October-05	161,615	143,769	963	63	898	2	89%	0.67%	7%	93%	0%
November-05	178,032	114,184	745	39	702	4	64%	0.65%	5%	94%	1%
December-05	207,734	172,526	1347	59	1284	4	83%	0.78%	4%	95%	0%
January-06	224,188	175,605	1555	95	1457	3	78%	0.89%	6%	94%	0%
February-06	217,412	173,825	1447	74	1368	5	80%	0.83%	5%	95%	0%
March-06	248,631	199,736	1800	93	1698	9	80%	0.90%	5%	94%	1%
April-06	257,607	192,193	1776	93	1680	3	75%	0.92%	5%	95%	0%
Page 2 Total	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%
Totals	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%

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

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

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

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

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

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

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

FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,697	1966	93	1868	5	72%	0.94%	5%	95%	0%
June-06	263,417	188,847	1754	77	1675	2	72%	0.93%	4%	95%	0%
July-06	250,659	178,368	1828	86	1738	4	71%	1.02%	5%	95%	0%
August-06	269,197	197,985	1915	106	1802	7	74%	0.97%	6%	94%	0%
September-06	287,529	212,380	1842	109	1729	4	74%	0.87%	6%	94%	0%
October-06	309,013	232,544	2096	105	1986	5	75%	0.90%	5%	95%	0%
November-06	281,711	219,411	1894	97	1794	3	78%	0.86%	5%	95%	0%
December-06	271,530	220,247	2143	94	2045	4	81%	0.97%	4%	95%	0%
January-07	294,795	250,522	2201	92	2103	6	85%	0.88%	4%	96%	0%
February-07	287,357	247,655	2354	130	2220	4	86%	0.95%	6%	94%	0%
March-07	306,651	316,244	2473	129	2335	9	103%	0.78%	5%	94%	0%
April-07	274,767	316,493	2634	116	2509	9	115%	0.83%	4%	95%	0%
May-07	303,896	353,284	2874	128	2741	5	116%	0.81%	4%	95%	0%
June-07	268,097	308,831	2645	121	2519	5	115%	0.86%	5%	95%	0%
July-07	266,694	308,224	2613	117	2493	3	116%	0.85%	4%	95%	0%
August-07	295,771	331,353	2754	130	2614	10	112%	0.83%	5%	95%	0%
September-07	275,035	309,849	2385	109	2273	3	113%	0.77%	5%	95%	0%
October-07	326,094	360,151	2816	112	2698	7	110%	0.78%	4%	96%	0%
November-07	306,116	325,178	2588	133	2448	7	106%	0.80%	5%	95%	0%
December-07	294,709	308,632	2531	107	2419	5	105%	0.82%	4%	96%	0%
January-08	324,570	342,578	2655	102	2545	8	106%	0.78%	4%	96%	0%
February-08	331,830	336,290	2272	84	2179	9	101%	0.68%	4%	96%	0%
March-08	348,437	357,954	2571	77	2478	16	103%	0.72%	3%	96%	1%
April-08	352,304	374,861	2614	118	2482	14	106%	0.70%	5%	95%	1%
May-08	371,527	385,360	2893	161	2723	9	104%	0.75%	6%	94%	0%
June-08	367,215	384,174	2915	166	2743	6	105%	0.76%	6%	94%	0%
July-08	378,471	387,641	2687	123	2558	6	102%	0.69%	5%	95%	0%
August-08	353,045	367,779	2335	101	2229	5	104%	0.64%	4%	95%	0%
September-08	383,320	430,263	2452	104	2339	9	112%	0.57%	4%	95%	0%
October-08	399,891	446,825	2628	112	2507	9	112%	0.59%	4%	95%	0%
November-08	346,597	361,181	2133	90	2041	2	104%	0.59%	4%	96%	0%
December-08	344,245	363,553	2626	132	2491	3	106%	0.72%	5%	95%	0%
Page 3 Total	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%
Totals	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%

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

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

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

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

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

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

FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-09	350,903	361,145	2,502	121	2377	4	103%	0.69%	5%	95%	0%
February-09	333,804	366,692	2313	121	2185	7	110%	0.63%	5%	94%	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	116%	0.72%	3%	97%	0%
May-10	305,996	349,353	2667	92	2571	4	114%	0.76%	3%	96%	0%
June-10	280,138	324,975	2598	92	2505	1	116%	0.80%	4%	96%	0%
July-10	272,790	304,665	2691	99	2590	2	112%	0.88%	4%	96%	0%
August-10	299,919	349,453	2556	92	2462	2	117%	0.73%	4%	96%	0%
September-10	315,579	366,391	2462	76	2382	4	116%	0.67%	3%	97%	0%
October-10	324,265	364,612	2525	125	2398	2	112%	0.69%	5%	95%	0%
November-10	302,629	368,912	2652	91	2558	3	122%	0.72%	3%	96%	0%
December-10	295,042	352,704	2553	79	2474	0	120%	0.72%	3%	97%	0%
January-11	318,924	384,149	2575	60	2515	0	120%	0.67%	2%	98%	0%
February-11	324,224	371,381	1573	38	1535	0	114%	0.44%	2%	96%	0%
March-11	366,153	408,882	1843	34	1808	1	112%	0.45%	2%	96%	0%
April-11	335,363	398,779	2103	41	2062	0	119%	0.53%	2%	96%	0%
May-11	334,586	414,986	1316	19	1296	1	124%	0.32%	1%	96%	0%
June-11	319,299	398,088	1	1	0	0	125%	0.00%	100%	0%	0%
July-11	301,472	383,089	0	0	0	0	125%	0.00%	0%	0%	0%
August-11	332,545	452,285	0	0	0	0	136%	0.00%	0%	0%	0%
September-11	324,300	451,958	3	0	3	0	139%	0.00%	100%	0%	0%
October-11	338,034	468,232	3768	71	3697	0	139%	0.80%	2%	98%	0%
page 4 total	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%
Totals	41,304,135	40,906,373	231,697	29,272	201,630	797	99%	0.57%	13%	87%	0%

AS OF 06/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS
 06/19/11 DUMP THE PUMP DAY
 AS OF 10/03/11 ISSUING WRITTEN WARNINGS
 10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET
 10/22/11 ONLY WARNINGS BEING ISSUED
 AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total	Total	Total	Number of	Discretion	F.S.S.	% Riders	% Riders	% Violators	% Violators	% Violators
November-11	339,550	445,877	3,443	72	3,370	1	131%	0.77%	2%	98%	0%
December-11	311,554	420,962	3435	71	3363	1	135%	0.82%	2%	98%	0%
January-12	336,772	428,741	3711	83	3627	1	127%	0.87%	2%	98%	0%
February-12	338,661	437,229	3133	66	3067	0	129%	0.72%	2%	98%	0%
March-12	364,022	476,764	3398	51	3343	4	131%	0.71%	2%	98%	0%
April-12	352,976	450,968	3178	49	3129	0	128%	0.70%	2%	98%	0%
May-12	353,854	469,435	3325	60	3264	1	133%	0.71%	2%	98%	0%
June-12	308,231	413,532	2999	37	2960	2	134%	0.73%	1%	99%	0%
July-12	302,619	405,707	3109	26	3081	2	134%	0.77%	1%	99%	0%
August-12	324,002	428,836	3099	21	3078	0	132%	0.72%	1%	99%	0%
September-12	329,319	433,572	2998	28	2970	0	132%	0.69%	1%	99%	0%
October-12	380,368	492,830	3321	29	3291	1	130%	0.67%	1%	99%	0%
November-12	350,983	459,811	3,298	31	3267	0	131%	0.72%	1%	99%	0%
December-12	326,412	439,701	3545	40	3504	1	135%	0.81%	1%	99%	0%
January-13	365,947	470,956	3583	43	3539	1	129%	0.76%	1%	99%	0%
February-13	352,773	438,921	3080	67	3013	0	124%	0.70%	2%	98%	0%
March-13	382,389	486,755	3717	183	3530	4	127%	0.76%	5%	95%	0%
April-13	386,755	486,636	3660	41	3618	1	126%	0.75%	1%	99%	0%
May-13	376,961	488,304	3289	96	3192	1	130%	0.67%	3%	97%	0%
June-13	325,240	436,859	3420	193	3223	4	134%	0.78%	6%	94%	0%
July-13	335,538	455,197	3408	225	3173	10	136%	0.75%	7%	93%	0%
August-13	353,977	476,608	3326	163	3155	8	135%	0.70%	5%	95%	0%
September-13	360,416	473,572	3285	128	3155	2	131%	0.69%	4%	96%	0%
October-13	400,198	523,802	3168	180	2977	11	131%	0.60%	6%	94%	0%
November-13	361,358	462,614	2806	146	2652	8	128%	0.61%	5%	95%	0%
December-13	356,655	464,640	2937	141	2789	7	130%	0.63%	5%	95%	0%
January-14	388,660	492,277	2755	121	2632	2	127%	0.56%	4%	96%	0%
February-14	364,857	448,069	2400	86	2308	6	123%	0.54%	4%	96%	0%
March-14	385,596	459,743	2553	77	2472	4	119%	0.55%	3%	97%	0%
Totals	51,520,778	54,175,291	325,076	31,826	292,372	880	105%	0.60%	10%	90%	0%

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

06/19/11 DUMP THE PUMP DAY

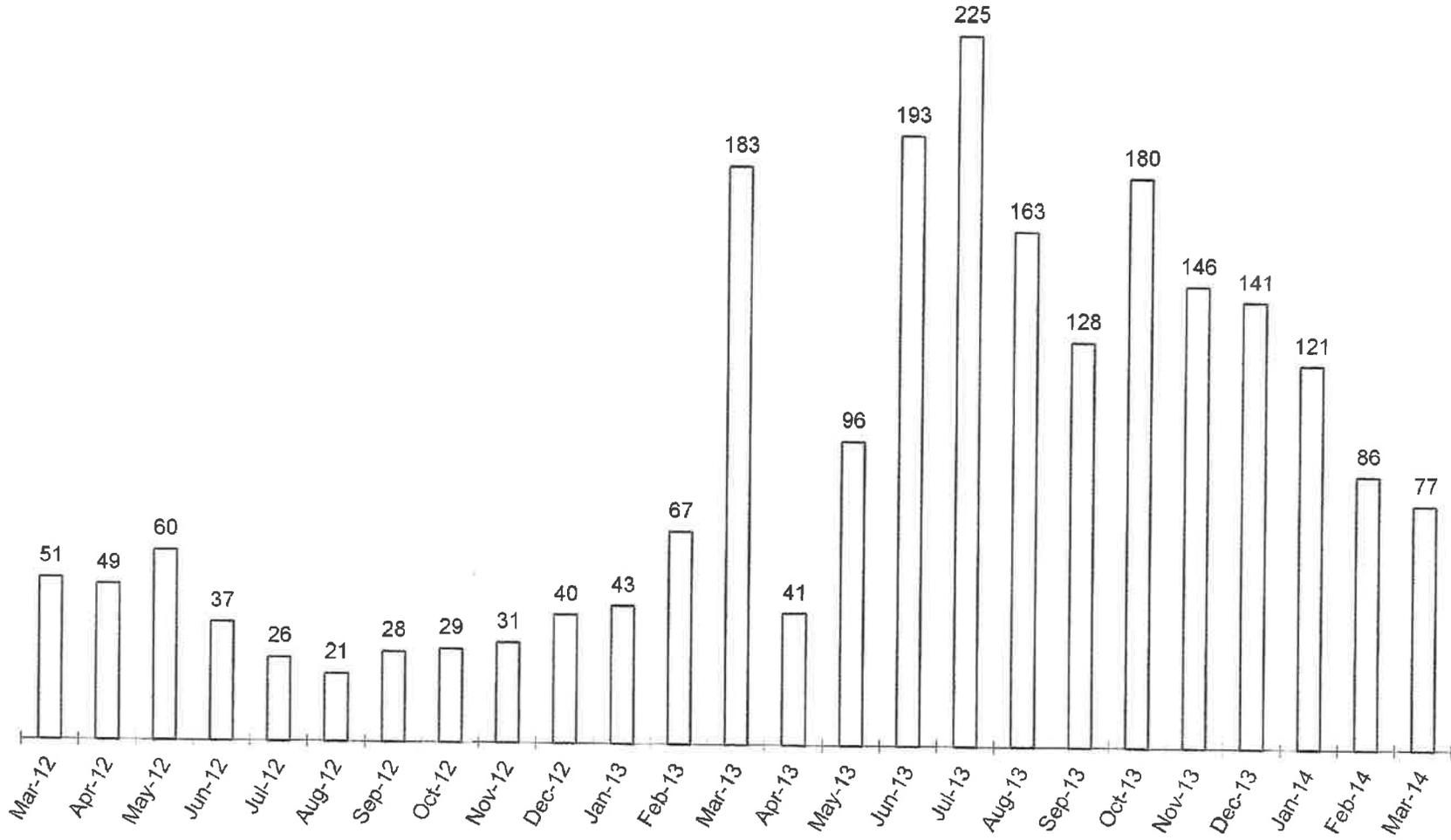
AS OF 10/03/11 ISSUING WRITTEN WARNINGS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

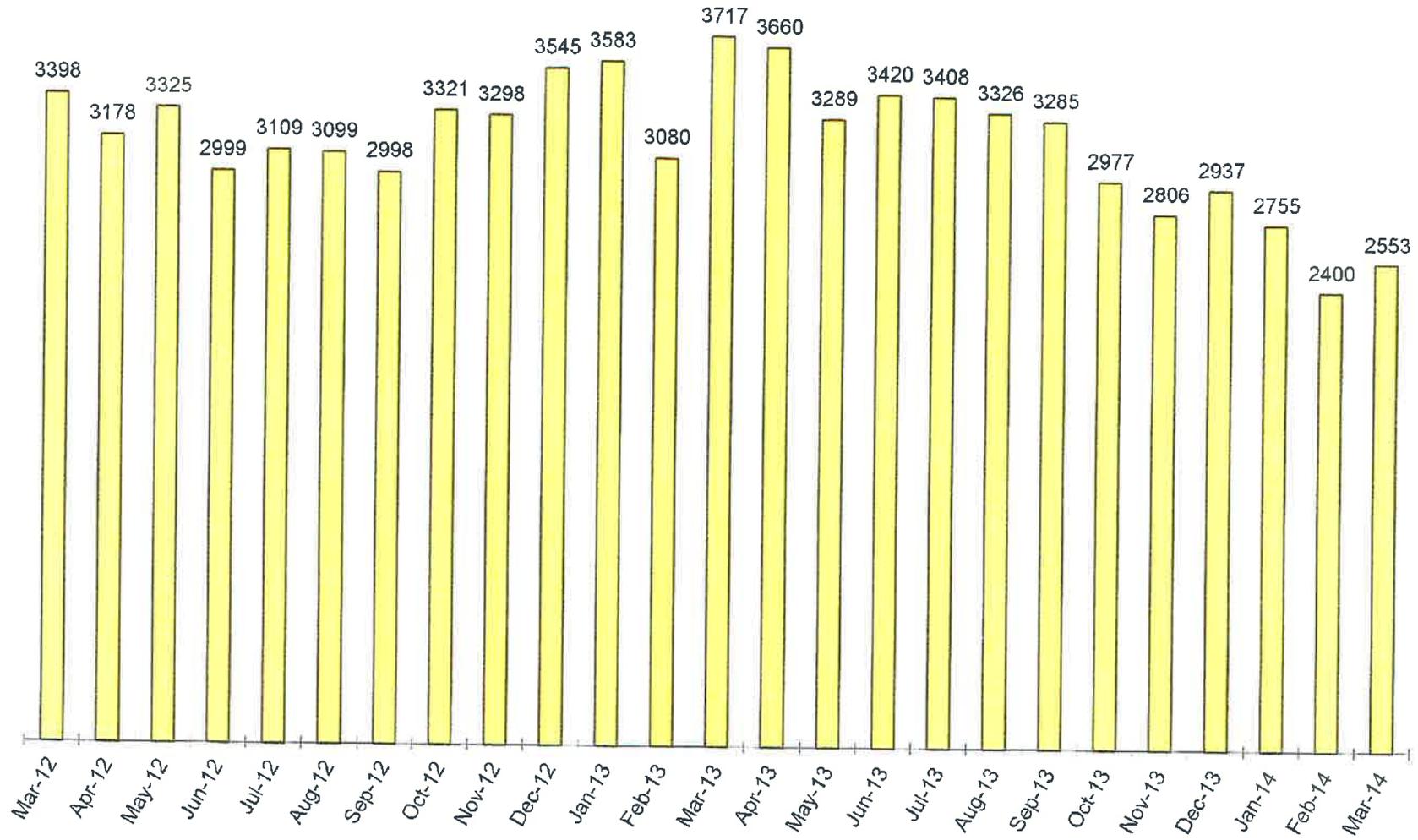
10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

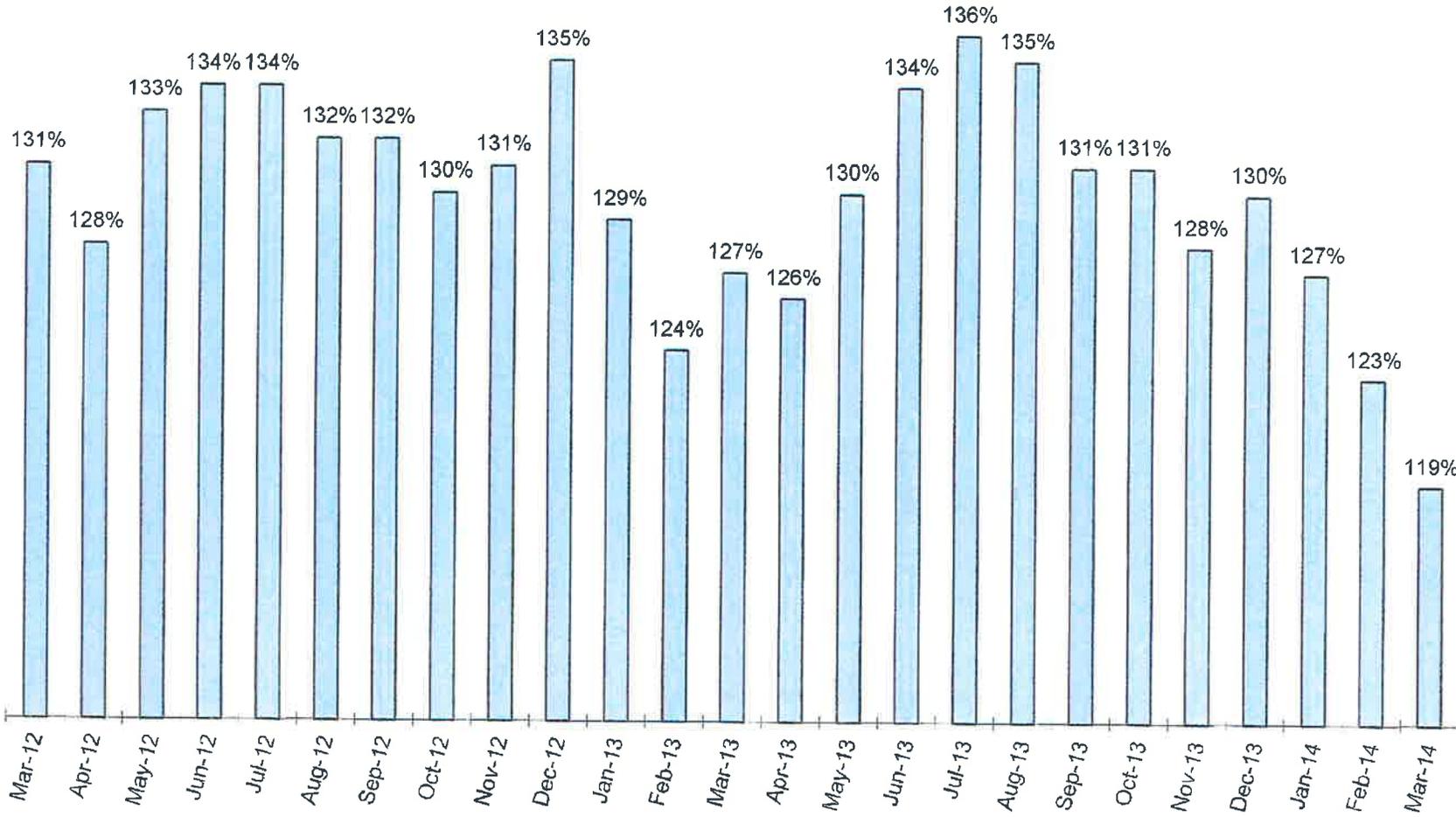
CITATIONS ISSUED



FARE EVASION VIOLATIONS



PERCENTAGE OF RIDERS INSPECTED



MONTHLY BREAKDOWN OF CITATIONS

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

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

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

(A)MODIFIED FARE EVASION BEGINS

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	LOP Ticket W/O Trip 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

(E) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TRAIN SERVICE DUE TO HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE DUE TO HURRICANE WILMA 11/01/05-11/03/05

(G) NO TICKET CHECKS DUE TO HURRICANE WILMA 11/04/05-11/11/05

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Mar-08	6	0	16	45	1	3	2	4	77
Apr-08	8	0	29	53	6	11	6	5	118
May-08	7	0	42	97	5	5	3	2	161
Jun-08	12	0	34	93	8	8	6	5	166
Jul-08	4	0	27	71	8	10	2	1	123
(H) AUG-08	3	0	14	71	3	3	6	1	101
Sep-08	3	0	17	68	4	4	7	1	104
Oct-08	5	0	24	74	4	3	1	1	112
Nov-08	1	0	17	61	2	1	8	0	90
Dec-08	2	0	25	77	2	14	10	2	132
Jan-09	6	0	22	64	14	6	7	2	121
Feb-09	4	0	36	65	5	6	3	2	121
Mar-09	10	0	26	51	11	10	0	0	108
Apr-09	8	0	20	62	9	9	2	1	111
May-09	9	0	23	76	10	7	3	1	129
Jun-09	6	0	21	74	6	4	1	0	112
Jul-09	4	0	26	77	9	4	5	1	126
Aug-09	4	0	25	107	9	1	4	1	151
Sep-09	3	0	16	93	12	10	3	0	137
Oct-09	6	0	32	97	4	6	4	0	149
Nov-09	6	0	31	99	6	11	4	0	157
Dec-09	2	0	22	63	11	3	8	0	109
Jan-10	2	0	9	57	5	5	3	0	81
Feb-10	4	0	19	58	8	1	0	0	90
Mar-10	1	0	20	72	11	2	0	1	107
Apr-10	0	0	13	66	7	2	0	0	88
May-10	2	0	21	62	7	0	0	0	92
Jun-10	2	0	14	63	9	2	2	0	92
Jul-10	2	0	21	59	10	6	1	0	99
Aug-10	2	0	9	69	9	1	1	1	92
Sep-10	1	0	8	55	10	2	0	0	76
Oct-10	1	0	18	87	14	3	2	0	125
Nov-10	0	0	8	73	4	3	2	1	91
Dec-10	2	0	11	60	5	1	0	0	79
Jan-11	1	0	3	49	4	2	1	0	60
Feb-11	1	1	0	34	0	0	2	0	38
Mar-11	0	0	1	29	2	1	1	0	34
Apr-11	0	0	0	36	3	2	0	0	41
May-11	0	0	0	17	0	0	2	0	19
Jun-11	0	0	0	1	0	0	0	0	1
Jul-11	0	0	0	0	0	0	0	0	0
TOTAL	705	1	6,877	17,120	1,518	2,154	737	89	29,201

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

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Aug-11	0	0	0	0	0	0	0	0	0
Sep-11	0	0	0	0	0	0	0	0	0
Oct-11	0	0	0	58	0	13	0	0	71
Nov-11	0	0	0	68	0	4	0	0	72
DEC--11	0	0	0	65	2	4	0	0	71
Jan-12	1	0	0	72	1	9	0	0	83
Feb-12	0	0	0	58	6	2	0	0	66
Mar-12	0	0	0	49	2	0	0	0	51
Apr-12	0	0	0	43	4	2	0	0	49
May-12	0	0	0	50	9	1	0	0	60
Jun-12	0	0	0	34	2	0	1	0	37
Jul-12	0	0	0	25	1	0	0	0	26
TOTAL	706	1	6,877	17,642	1,545	2,189	738	89	29,787

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/25/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

Month	12 Trip Validation	Insufficient Funds	No Physical Ticket	No Tap	Zone Override	No Transfer Slip	Outdated	Comp. Ticket	Total
Aug-12	0	0	18	0	3	0	0	0	21
Sep-12	0	0	26	0	0	1	1	0	28
Oct-12	0	0	24	0	3	0	2	0	29
Nov-12	0	0	27	0	2	1	1	0	31
Dec-12	0	0	35	0	3	1	1	0	40
Jan-13	1	0	38	0	3	1	0	0	43
Feb-13	0	0	60	0	2	5	0	0	67
									0
									0
									0
									0
									0
									0
TOTAL	707	1	7,105	17,642	1,561	2,198	743	89	30,046

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF CITATIONS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICIENT FUNDS	NO BUS/METRO TRANSFER	NO PHYSICAL TICKET	NO SFRTA TRANSFER	NO TAP EASY CARD	OUTDATED PAPER TICKET	UNREADABLE EASY CARD	ZONE OVERRIDE PAPER TICKET	Total
Mar-13	0	0	1	8	155	0	0	2	0	17	183
13-Apr	1	0	2	1	33	0	0	1	0	3	41
13-May	1	0	13	9	58	0	9	0	0	6	96
13-Jun	1	0	17	8	132	0	20	1	0	14	193
13-Jul	4	0	26	13	141	0	19	2	0	20	225
13-Aug	8	0	9	5	113	1	14	1	0	12	163
13-Sep	1	0	9	11	90	1	12	1	0	3	128
13-Oct	2	0	24	12	99	2	25	2	0	14	180
13-Nov	3	0	14	15	90	2	15	2	0	5	146
13-Dec	1	0	13	7	96	2	12	4	0	6	141
14-Jan	2	0	10	8	81	1	12	1	0	6	121
14-Feb	0	0	3	8	57	0	12	0	0	6	86
14-Mar	1	2	9	3	44	0	11	2	0	5	77
	25	2	150	108	1,189	9	161	19	0	117	1,780

NEW TICKETING SYSTEM IN EFFECT

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Oct-00	27	0	214	8	1	171	0	4	425
Nov-00	33	0	220	5	1	173	1	4	437
Dec-00	31	0	191	8	0	150	0	3	383
Jan-01	40	0	205	6	1	132	2	1	387
Feb-01	27	0	164	13	1	143	0	3	351
Mar-01	51	0	196	15	1	140	0	9	412
Apr-01	42	0	207	1	1	171	0	22	444
May-01	40	0	272	4	0	153	0	16	485
Jun-01	57	0	211	5	2	207	0	5	487
Jul-01	92	0	173	6	0	186	0	12	469
Aug-01	97	0	175	3	0	189	0	24	488
Sep-01	86	0	148	2	4	131	0	27	398
Oct-01	51	0	189	0	0	168	0	9	417
Nov-01	37	0	167	4	0	181	0	11	400
Dec-01	40	0	186	0	0	152	0	3	381
Jan-02	49	0	218	2	0	144	0	4	417
Feb-02	35	0	218	7	0	152	0	2	414
Mar-02	28	0	217	4	0	126	0	2	377
Apr-02	23	0	231	2	1	163	0	0	420
May-02	29	0	263	0	1	148	0	4	445
Jun-02	29	0	215	2	1	143	1	4	395
(A) JUL-02	18	0	206	392	43	134	18	6	817
Aug-02	33	0	234	398	43	104	28	1	841
Sep-02	30	0	204	391	44	148	24	2	843
Oct-02	28	0	280	376	43	155	20	1	903
Nov-02	35	0	287	424	40	93	19	5	903
Dec-02	16	0	282	494	40	117	11	1	961
Jan-03	22	0	289	470	45	93	13	1	933
Feb-03	14	0	310	401	52	84	20	0	881
Mar-03	10	0	252	384	31	68	8	3	756
Apr-03	5	0	224	407	25	124	9	1	795
May-03	5	0	214	382	25	79	9	0	714
Jun-03	6	0	223	386	31	73	14	5	738
Jul-03	4	0	212	436	25	112	17	22	828
Aug-03	6	0	161	370	23	113	21	9	703
Sep-03	10	0	167	382	21	143	7	6	736
Oct-03	11	0	282	478	33	141	24	1	970
Nov-03	9	0	329	422	25	149	16	0	950
DEC-03	8	0	327	473	22	170	14	0	1014
Jan-04	12	0	304	455	23	152	11	1	958
Feb-04	5	0	275	455	22	144	24	1	926
Mar-04	9	0	272	478	24	132	26	0	941
Apr-04	9	0	114	442	24	91	21	1	702
May-04	6	0	134	389	24	89	15	0	657
Jun-04	5	0	232	558	29	156	22	5	1007
Jul-04	3	0	213	520	28	128	24	1	917
SUBTOTAL	1,263	0	10,307	10,860	800	6,315	439	242	30,226

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Aug-04	20	0	250	557	37	143	13	9	1029
(B) SEPT-04	34	0	102	285	16	51	11	6	505
Oct-04	36	0	190	476	26	118	11	14	871
Nov-04	66	0	145	535	29	112	9	8	904
Dec-04	45	0	125	526	22	125	24	6	873
Jan-05	75	0	210	639	25	165	24	9	1147
Feb-05	61	0	168	608	29	154	34	1	1055
Mar-05	36	0	220	681	32	150	20	1	1140
Apr-05	53	0	289	763	47	234	29	5	1420
May-05	48	0	297	681	51	199	17	4	1297
Jun-05	65	0	223	727	47	147	22	6	1237
Jul-05	41	0	250	651	44	155	36	4	1181
(C) AUG-05	38	0	237	584	49	165	32	3	1108
(D) SEPT-05	28	0	236	645	44	143	16	6	1118
(E) OCT-05	32	0	208	502	27	112	12	5	898
(F) NOV-05	26	0	128	442	27	72	6	1	702
Dec-05	28	0	315	731	48	129	24	9	1284
Jan-06	29	0	378	773	37	192	34	14	1457
Feb-06	37	0	340	756	54	142	21	18	1368
Mar-06	54	0	338	1042	49	182	24	9	1698
Apr-06	65	0	451	888	57	175	28	16	1680
May-06	61	0	486	981	53	240	25	22	1868
Jun-06	36	0	471	903	21	208	23	13	1675
Jul-06	57	0	476	988	23	150	29	15	1738
(G) Aug-06	65	0	508	969	28	198	26	8	1802
Sep-06	63	0	468	909	31	214	36	8	1729
Oct-06	76	0	524	1079	36	220	40	11	1986
Nov-06	56	0	461	969	21	235	41	11	1794
Dec-06	62	0	612	1048	37	235	36	15	2045
Jan-07	80	0	637	1009	52	284	21	20	2103
Feb-07	94	0	632	1055	52	316	37	34	2220
(H) MAR-07	105	0	681	1080	60	350	45	14	2335
Apr-07	106	0	749	1164	75	351	42	22	2509
May-07	107	0	849	1218	73	421	53	20	2741
Jun-07	128	0	840	1043	48	388	40	32	2519
Jul-07	93	0	808	1040	74	399	51	28	2493
Aug-07	73	0	819	1240	79	364	23	16	2614
Sep-07	85	0	708	1062	53	318	35	12	2273
Oct-07	97	0	776	1295	83	372	58	16	2697
Nov-07	95	0	690	1215	109	264	57	18	2448
Dec-07	91	0	694	1226	71	261	55	21	2419
SUBTOTAL	3,810	0	28,296	45,845	2,676	15,168	1,659	752	98,206

(B) LIMITED/NO TRAIN SERVICE -HURRICANE FRANCES-9/ 2-12/04

(C) LIMITED OR NO TRAIN SERVICE-HURRICANE KATRINA 8/25-29/05

(E) NO TRAIN SERVICE -HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE -TROPICAL STORM ERNESTO 08/28-09/29/06

(H)3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA -TRACK WORK

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

(H)03/28/07-P614-P619 (6 TRAINS)REDUCED TICKET CHECK-TRAINS 45 MINUTES LATE OR MORE

LIMITED/NO TRAIN SERVICE-HURRICANE JEANNE-9/25-29/04

(D) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TICKET CHECKS-HURRICANE WILMA 11/01/05-11/11/05

03/15/07 SFRTA PASSENGER SURVEY

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-08	105	0	846	1229	69	233	44	19	2545
Feb-08	83	0	641	1106	82	209	42	16	2179
Mar-08	98	0	772	1273	62	211	43	19	2478
Apr-08	103	0	823	1230	68	208	35	15	2482
May-08	96	0	908	1400	54	192	54	19	2723
Jun-08	116	0	1025	1270	42	192	62	36	2743
Jul-08	103	0	799	1285	49	240	56	26	2558
(H) AUG-0	62	0	616	1192	55	219	63	22	2229
Sep-08	84	0	518	1360	66	242	53	16	2339
Oct-08	61	0	579	1422	101	241	82	21	2507
Nov-08	50	0	460	1210	71	186	57	7	2041
Dec-08	71	0	618	1376	100	228	88	10	2491
Jan-09	79	0	538	1332	119	249	39	21	2377
Feb-09	76	0	534	1194	99	208	60	14	2185
Mar-09	54	0	633	1392	120	230	57	14	2500
Apr-09	72	0	655	1334	128	239	66	19	2513
May-09	99	0	684	1420	117	266	53	19	2658
Jun-09	80	0	583	1460	131	256	65	26	2601
Jul-09	58	0	563	1608	133	218	48	18	2646
Aug-09	67	0	544	1604	146	269	66	20	2716
Sep-09	62	0	536	1512	141	259	61	15	2586
Oct-09	61	0	560	1499	126	262	60	13	2581
Nov-09	63	0	532	1462	136	206	67	14	2480
Dec-09	62	0	592	1634	132	239	43	14	2716
Jan-10	42	0	459	1505	119	203	44	9	2381
Feb-10	42	0	504	1451	167	196	40	15	2415
Mar-10	52	0	524	1737	172	255	38	17	2795
Apr-10	46	0	516	1629	121	227	41	10	2590
May-10	40	0	542	1646	119	176	33	15	2571
Jun-10	53	2	530	1520	152	185	50	13	2505
Jul-10	45	0	549	1648	139	160	34	15	2590
Aug-10	45	0	475	1626	136	151	20	9	2462
Sep-10	26	0	413	1628	110	166	26	13	2382
Oct-10	35	0	423	1610	145	140	31	14	2398
Nov-10	38	0	414	1745	102	204	49	6	2558
Dec-10	39	0	354	1760	113	164	37	7	2474
Jan-11	23	0	369	1814	97	152	59	1	2515
Feb-11	28	4	47	1272	59	59	63	3	1535
Mar-11	5	0	19	1506	113	79	86	0	1808
Apr-11	9	0	30	1676	180	85	82	0	2062
May-11	4	1	13	1011	147	65	54	1	1296
Jun-11	0	0	0	0	0	0	0	0	0
Jul-11	0	0	0	0	0	0	0	0	0
SUBTOTAL	6,247	7	50,036	105,433	7,214	23,337	3,810	1,333	197,417

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

AS OF 01/31/11 NEW EASY CARD / NEW TICKET VENDING MACHINES/TRAINING AND EDUCATION IN PROCESS

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Aug-11	0	0	0	0	0	0	0	0	0
Sep-11	0	0	0	3	0	0	0	0	3
Oct-11	85	0	2	3101	230	175	104	0	3697
Nov-11	27	0	5	2836	241	176	85	0	3370
Dec-11	47	0	2	2798	223	199	94	0	3363
Jan-12	99	0	5	2973	239	200	111	0	3627
Feb-12	52	0	9	2576	177	162	91	0	3067
Mar-12	39	0	15	2768	200	188	133	0	3343
Apr-12	38	0	6	2619	211	147	108	0	3129
May-12	43	0	10	2734	233	170	74	0	3264
Jun-12	23	0	7	2486	202	175	67	0	2960
Jul-12	31	1	5	2587	209	159	89	0	3081
	6,731	8	50,102	132,914	9,379	25,088	4,766	1,333	230,321

AS OF 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

10/20/11& 10/21/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

10/22/11 ONLY WARNINGS BEING ISSUED

AS OF 10/26/11 CITATIONS ISSUED FOR NO PHYSICAL TICKET AND NO TRANSFER WITH TRANSFER TICKET

Month	12 Trip Validation	Insufficient Funds	No Physical Ticket	No Tap	Zone Override	No Transfer Slip	Outdated	Comp. Ticket	Total
Aug-12	41	118	2188	283	238	138	72	0	3078
Sep-12	73	225	1941	367	165	127	71	1	2970
Oct-12	102	270	1979	467	197	182	94	0	3291
Nov-12	71	271	2069	412	206	157	81	0	3267
Dec-12	98	305	2293	382	197	142	84	3	3504
Jan-13	80	337	2324	384	196	140	78	0	3539
Feb-13	46	288	2012	299	172	134	62	0	3013
TOTAL	7,242	1,822	64,908	135,508	10,750	26,108	5,308	1,337	252,983

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF WARNINGS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICIENT FUNDS	NO BUS/METRO TRANSFER	NO PHYSICAL TICKET	NO SFR/TA TRANSFER	NO TAP EASY CARD	OUTDATED PAPER TICKET	UNREADABLE EASY CARD	ZONE OVERRIDE PAPER TICKET	TOTAL
Mar-13	89	4	374	81	2160	35	456	105	5	221	3530
13-Apr	95	5	374	132	2289	31	379	69	3	241	3618
13-May	85	4	270	135	2071	25	323	216	0	63	3192
13-Jun	95	1	319	113	2048	33	322	82	0	210	3223
13-Jul	82	0	303	125	2015	26	296	89	0	237	3173
13-Aug	80	0	271	85	2081	29	285	80	0	244	3155
13-Sep	68	0	217	106	2136	33	294	80	0	221	3155
13-Oct	60	0	220	96	2032	35	249	64	0	221	2977
13-Nov	46	0	183	99	1816	19	259	56	0	174	2652
13-Dec	51	0	171	107	1932	28	257	60	0	183	2789
14-Jan	68	0	153	97	1805	14	271	50	0	174	2632
14-Feb	46	0	144	84	1554	20	291	57	0	112	2308
14-Mar	44	5	177	76	1733	24	221	56	0	136	2472
	909	19	3,176	1,336	25,672	362	3,903	1,064	8	2,437	38,876

NEW TICKETING SYSTEM IN EFFECT



**TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR MARCH 2014**

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
------	-------------------	----------	---------------------------	---------	---------

NO INCIDENTS REPORTED

TSA Directive #13 "Inspect each passenger rail car for suspicious persons, items, or any unattended items."

TSA Directive #15 "If equipped with locking mechanisms, lock all doors which allow access to the Engineers or Train Operators cab or compartment."

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

- 1) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period? If yes, explain the arrangement, including a description of the equipment and the cost.

_____ NO _____

- 2) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period?

_____ NO _____

- 3) Did any of the DBE subcontractors subcontract any portion of its work to a non-DEB during the report period? If yes, explain fully.

_____ NO _____

- 4) Has the scope of work or the subcontract amount of any of the DBE subcontractors changed since the last report? If yes, explain fully.

_____ NO _____

By signing this form, the person individually and on behalf of the Firm represents to the SFRTA that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE: _____

TITLE: ADMINISTRATIVE ASSISTANT DATE: April 2, 2014

CLASSIFICATIONS BREAKDOWN
APRIL 2014

1

CLASSIFICATION	
ABANDONED VEHICLE	1
ALARMS	3
ALARMS-TVM	
ALCOHOLIC BEVERAGE	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	
ASSIST PASSENGER	4
ASSIST OTHER AGENCY	2
ATTEMPTED SUICIDE	
AUTO THEFT	
AUTO THEFT - ATTEMPT	
AUTO THEFT - RECOVERY	1
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	
BATTERY	
BIKE LOCKER	4
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY-ATTEMPT	
BURGLARY STRUCTURE	
BURGLARY-AUTO	1
BURGLARY-ATTEMPT AUTO	
CAMERA MONITORING CENTER	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	23
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	1
DEBRIS ON TRACK	
DISORDERLY CONDUCT	5
DISTURBANCE	3
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	15
ELEVATOR MALFUNCTION	18
ELEVATOR PHONE MALFUNCTION	
ESCALATOR MALFUNCTION	1

CLASSIFICATIONS BREAKDOWN
APRIL 2014

CLASSIFICATION

FALSE IDENTIFICATION

FARE EVASION

2553

	CITATION	WARNED	ARREST
12 TRIP NO TAP	1	44	
ZONE OVERRIDE EASY CARD	2	5	1
INSUFFICIENT FUNDS	9	177	
NO BUS/METRORAIL TRANSFER	3	76	
NO PHYSICAL TICKET	44	1733	3
NO SFRTA TRANSFER TICKET	0	24	
NO TAP EASY CARD	11	221	
OUTDATED PAPER TICKET	2	56	
ZONE OVERRIDE PAPER TICKET	5	136	
TOTAL	77	2472	4

COUNTERFEIT/ALTERED TICKET

FIRE

GRADE CROSSING PROBLEM

2

HIJACKING

ILLNESS

4

INJURY

1

INJURY-CPO

INFORMATION / MISCELLANEOUS

34

INTERFERING W/ TRAIN

INTOXICATED PERSON

INVESTIGATION

KIOSK PROBLEM

LOST/FOUND PROPERTY

140

LOUD MUSIC

LUGGAGE

MISSING PERSON

MISSING PERSON-LOCATED

MOTOR VEHICLE ACCIDENT

4

PARKING PROBLEM

20

PARKING LOT ACCIDENTS

PARKING LOT VIOLATIONS

PAYPHONE MALFUNCTION

PULLED EMERGENCY STOP

RECOVERED STOLEN PROPERTY

ROBBERY

ROBBERY-ATTEMPT

ROBBERY ARMED

SABOTAGE

SAFETY HAZARD

26

SEXUAL BATTERY

SEX OFFENSE (OTHER)

SIGN PROBLEM

CLASSIFICATIONS BREAKDOWN
APRIL 2014

CLASSIFICATION		
SLIP AND FALL		7
SMOKING ON TRAIN		
SOLICITATION		1
STUDENT INCIDENT		1
BAK MIDDLE SCHOOL	1	
DREYFOOS HIGH SCHOOL		
G STAR		
LAKE WORTH		
ROOSEVELT MIDDLE SCHOOL		
BOYNTON BEACH		
OTHER		
SURFBOARDS ON TRAIN		
SUSPICIOUS INCIDENT		4
SUSPICIOUS PERSON		2
SUSPICIOUS VEHICLE		3
SUICIDE ATTEMPT		
TELEPHONIC THREAT		
THEFT		11
THEFT-ATTEMPTED		
THROWING OBJECT AT TRAIN		5
TRAIN VS ANIMAL		
TRAIN VS BICYCLE		
TRAIN VS PEDESTRIAN		
TRAIN VS FIXED OBJECT		
TRAIN VS VEHICLE		
TRESPASS		14
TVM GATE MALFUNCTION		3
TVM MALFUNCTION		109
UNAUTHORIZED ANIMAL		
SAV VALIDATOR MALFUNCTION		3
VEHICLE ON TRACK		
WEAPON-COMPLAINT		
WEAPON-CONCEALED		
SPECIAL ASSIGNMENT:		
TOTAL INCIDENTS		3029

**SIX MONTH CRIME ANALYSIS
2013**

CLASSIFICATION	OCT	NOV	DEC	JAN	FEB	MAR
ABANDONED VEHICLE	1	1				1
ALARMS			1			3
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN		1				
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO						
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO					1	
ASSAULT						
ASSIST PASSENGER	3	2			5	4
ASSIST OTHER AGENCY			1	1	3	2
ATTEMPTED SUICIDE						
AUTO THEFT	1	1	1	1		
AUTO THEFT - ATTEMPT						
AUTO THEFT - RECOVERY	1		1	1		1
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO					1	
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO				1	1	
BATTERY		1	2			
BIKE LOCKER	6	1	2	1	2	4
BICYCLE VIOLATIONS						
BOMBING						
BOMB THREAT				1		
BURGLARY						
BURGLARY ATTEMPT						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	1	6	2	1		1
BURGLARY-ATTEMPT AUTO	1					
CAMERA MONITORING CENTER						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	18	15	22	19	21	23
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	1	2	2		1	1
DEBRIS ON TRACK						
DISORDERLY CONDUCT	8	2	3	6	7	5
DISTURBANCE	2	3	3	4	3	3
DRUG OFFENSE		2		1		
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION	1	7		1	4	15
ELEVATOR MALFUNCTION	15	17	17	22	11	18
ESCALATOR MALFUNCTION	5	4	2	1	1	1
ELEVATOR PHONE MALFUNCTION	3	3	2	2	2	
FARE EVASION- CITATIONS	180	146	141	121	86	77
FARE EVASION-WARNINGS	2977	2652	2789	2632	2308	2472
FARE EVASION-ARREST	11	8	7	2	6	4
FALSE IDENTIFICATION						
FIRE				1	1	
GRADE CROSSING PROBLEM	3	1				2
SUB-TOTAL	3238	2875	2998	2819	2464	2637

**SIX MONTH CRIME ANALYSIS
2013**

CLASSIFICATION	OCT	NOV	DEC	JAN	FEB	MAR
ILLNESS	7	1	7	5	10	4
INJURY	3	3	1	1	2	1
INJURY-CPO						
MISCELLANEOUS/INFORMATION	54	54	84	34	32	34
INTERFERING W/ TRAIN		1				
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	120	119	88	120	114	140
LOUD MUSIC						
MISSING PERSON		2	1	2	2	
MISSING PERSON-LOCATED			1			
MOTOR VEHICLE ACCIDENT		1	1	2	2	4
PARKING PROBLEM	4	8	11	16	9	20
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP				1		
RECOVERED STOLEN PROPERTY	1					
RIDING ON OUTSIDE OF TRAIN						
ROBBERY	1		1			
ROBBERY ARMED						
ROBBERY ATTEMPT						
SAFETY HAZARD	14	18	13	14	19	26
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM	1					
SLIP AND FALL	5	4	4	4	6	7
SMOKING ON TRAIN				1		
SOLICITATION		2	2	1		1
STUDENT INCIDENT	7	5	5		3	1
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	2	1	4	2	7	4
SUSPICIOUS PERSON	3	3	2	2	2	2
SUSPICIOUS VEHICLE	2	2		3	3	3
SUICIDE ATTEMPT					1	
THEFT	6	6	9	5	8	11
THEFT-ATTEMPTED	1					
THROWING OBJECT AT TRAIN		3	1	1	3	5
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN	1		1	2	1	
TRAIN VS VEHICLE			2	2	2	
TRAIN VS FIXED OBJECT						
TRESPASS	7	1	8	12	14	14
TVM GATE MALFUNCTION	3	5	3	1	1	3
TVM MALFUNCTION	69	93	75	58	52	109
SAV VALIDATOR MALFUNCTION	4	7	10	2	3	3
VEHICLE ON TRACKS	1		1	2	2	
WEAPON COMPLAINT		1				
TOTAL REPORTS	3554	3215	3333	3112	2761	3029

NTD INTERNET REPORTING

NON MAJOR SECURITY

Part I

Mar-14

INCIDENTS ONLY

Incident Type	Location	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcible Rape	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Robbery	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Aggravated Assaults	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Burglary	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Larceny/Theft Offenses	In Vehicle	0						0
	In Revenue Facility	12						12
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Motor Vehicle Theft	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Arson	In Vehicle	0						0
	Includes Attempts							

NTD INTERNET REPORTING

NON MAJOR SECURITY

In Revenue Facility
 Non Revenue Facility
 Right Of Way/Roadway

0						0
0						0
0						0

Part II

Fare Evasion (citations)
 Other Assaults (arrests)
 Trespassing (arrests)
 Vandalism (arrests)

In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
77				77
0				0
0				0
0				0

Other Security Issues

Bomb Threats
 Bombing
 Chemical / Biological / Nuclear Release
 Cyber Incident
 Hijacking
 Non Violent Civil Disturbance
 Sabotage

In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
0				0
0				0
0				0
0				0
0				0
0				0
0				0

(7)Total Arrests (4 FE)

Total Property Damage (\$)

0



G4S Secure Solutions USA
6499 Powerline Road Suite 300
Fort Lauderdale FL 33309-2044
Telephone: 954.771.5005
Fax: 954.771.5408
www.g4s.com/us



MEMORANDUM

To: Mr. Steven J. Collister, Project Manager, G4S/SFRTA
From: Richard D. Cannon, Jr. Investigator, ID #276
SUBJECT: MONTHLY ACTIVITY REPORT – MARCH 2014
Date: Wednesday, April 2nd 2014

I was assigned the following tasks for the month of: **MARCH – 2014**

As the Court Liaison Officer: I maintained contact with the Clerk of the Court, North County Regional Courthouse, Deerfield Beach, FL. I also handled the filing, service and return of subpoenas served to Custom Protection Officers assigned to the G4S/SFRTA Project. I attended all court hearings involving G4S/SFRTA/ Fare Evasion matters and tracked criminal cases.

As the Citation Coordinator: I managed the review, sorting and filing of Citations. I filed 77 citations at the North County Regional Courthouse. I also processed any voided citations and conducted inquiries as directed by the County Court Judge, related to Fare Evasion Citations. I conducted CPR/AED training for personnel assigned to the G4S/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

As the Investigator: I investigated or conducted inquiries into (7) incidents:

- SFRTA IR #: 06-12-0797– Battery on CPO – (Pending Judicial Action, 17th Judicial Circuit)
- SFRTA IR #: 12-13-1100 – Train vs. Vehicle – (M.E. Reports)
- SFRTA IR #: 12-13-2720 – Train vs. Pedestrian – (M.E. Reports)

- **SFRTA IR #: 01-14-949 – Train vs. Pedestrian – (Pending P.D. / M.E. Reports)**
- **SFRTA IR #: 01-14-1073 – Train vs. Pedestrian – (Pending P.D. / M.E. Reports)**
- **SFRTA IIR #:02-14-611 – Train vs. Pedestrian – (Pending P.D. / M.E. Reports)**
- **SFRTA IR #: 02-14-618 – Battery on CPO – Pending Judicial Action, 11th Judicial Circuit**

In addition, I obtained various police reports pertaining to incidents involving the SFRTA. Refresher training regarding interpersonal relations and conflict management were conducted. In addition, I conducted CPR/AED Re-Certification / CSX Roadway Worker Training. Lastly, I continued to provide support, logistical and troubleshooting services to the 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 (3/1/2014) thru (3/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Renee Matthew 02-711 PAULA PRUSINSKI	INTEGRATED FINANCIAL MGT SYSTEM SOFTWARE 010137 TYLER WORKS/EDEN DIVISION	12/31/2008 12/31/2014	6 Year Term
Lauran Mehalik 06-117 BRYAN KOHLBERG	GENERAL FLAGGING SERVICES 010116 CSX TRANSPORTATION	12/08/2006 12/31/2014	8 Year Term Annual automatic renewals until cancelled by SFRTA or CSXT. No action required.
Dan Mazza 07-004 JOE RODRIGUEZ	EMERGENCY TRACKWORK FOR NEW RIVER BRIDGE 010982 ROADMASTER ENGINEERING, INC.	02/14/2008 12/31/2014	6 Year Term
Suzie Papillon 09-007 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010195 HDR ENGINEERING INC	11/02/2009 11/01/2014	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 09-011 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 011208 HNTB CORPORATION	11/02/2009 11/01/2014	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2014) thru (3/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
projectmgr Suzie Papillon 09-012 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 011207 JACOBS ENGINEERING GROUP INC.	11/02/2009 11/01/2014	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 09-013 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010547 KIMLEY HORN AND ASSOCIATES	11/02/2009 11/01/2014	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 09-014 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010288 PB AMERICAS, INC	11/02/2009 11/01/2014	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Vicki Wooldridge 10-010 BOBBY BECKER	STATE LEGISLATIVE CONSULTANT SERVICES 010142 ERICKS CONSULTANTS	07/01/2010 06/30/2014	4 Year Term 2 - 1 year renewal options. One option exercised, one renewal option remaining.
James DeVaughn 10-013 JOE RODRIGUEZ	VENDING MACHINE SERVICES 16 GILLY VENDORS, INC.	08/01/2010 07/31/2014	4 Year Term 2 1-year option periods. 1 option exercised, 1 option remains.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2014) thru (3/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> James DeVaughn 10-014 BOBBY BECKER	SFEC TMA BUS SERVICE 010338 SFEC TMA	07/01/2010 06/30/2014	4 Year Term 4 1-year renewal options. 3 options exercised and 1 option remaining.
Suzie Papillon 10-017 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010288 PB AMERICAS, INC	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-021 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010549 GANNETT FLEMING INC	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-022 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011776 T.Y. LIN INTERNATIONAL	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-023 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010289 PARSONS TRANSPORTATION GROUP	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2014) thru (3/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
projectmgr Suzie Papillon 10-024 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011777 EAC CONSULTING	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-025 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011207 JACOBS ENGINEERING GROUP INC.	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-026 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010195 HDR ENGINEERING INC	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-027 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010547 KIMLEY HORN AND ASSOCIATES	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-028 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010695 BERGMANN ASSOCIATES INC	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (3/1/2014) thru (3/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/>			
projectmgr			
Suzie Papillon	GENERAL SYSTEMS ENGINEERING SERVICES	11/04/2010	4 Year Term
10-029	010288 PB AMERICAS, INC	11/03/2014	2 - 1 year renewal options. 1 option exercised - 1 option remains.
BOBBY BECKER			
<hr/>			
Suzie Papillon	GENERAL SYSTEMS ENGINEERING SERVICES	11/04/2010	4 Year Term
10-030	010289 PARSONS TRANSPORTATION GROUP	11/03/2014	2 - 1 year renewal options. 1 option exercised - 1 option remains.
BOBBY BECKER			
<hr/>			
Suzie Papillon	GENERAL SYSTEMS ENGINEERING SERVICES	11/04/2010	4 Year Term
10-031	012040 CH2M HILL, INC.	11/03/2014	2 - 1 year renewal options. 1 option exercised - 1 option remains.
BOBBY BECKER			
<hr/>			
Allen Yoder	STUDENT TRANSPORTATION	08/01/2012	2 Year Term
12-004	15 PALM BEACH COUNTY SCHOOL BOARD	06/30/2014	N/A
BOBBY BECKER			
<hr/>			



**Contract Actions Executed
Under The General Counsel's Authority
For The Month of March 2014**

AGENDA ITEM NO: N

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
N/A	There are currently no contract Actions executed at this tim.	N/A	N/A	N/A