

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
FEBRUARY 28, 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
Frank Frione
Commissioner Kristin Jacobs

Commissioner Bruno Barreiro
Marie Horenburger
James A. Scott

James A. Cummings
Nick Inamdar
James A. Wolfe

Interim Executive Director

Jack Stephens

GOVERNING BOARD REGULAR MEETING
OF FEBRUARY 28, 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.

CONSENT AGENDA

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

- C1. MOTION TO APPROVE:** Minutes of Governing Board’s Regular Meeting of January 24, 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.

(A) MOTION TO APPROVE: Draft Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County (PBC) for Palm Tran ticket sales at the Tri-Rail West Palm Beach Station (Agreement); and

(B) MOTION TO APPROVE: Delegation of Authority to SFRTA’s Interim Executive Director to finalize and execute the Agreement.

Department: Operations
Project Manager: James De Vaughn

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

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

Department: Planning & Capital Development
Project Manager: Loraine Cargill

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

R3. MOTION TO APPROVE: Second Amendment to the Funding Agreement between South Florida Regional Transportation Authority (SFRTA) and City of Opa-locka for community shuttle bus service on the Opa-locka South Route.

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

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

R4.

(A) MOTION TO APPROVE: Operating Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Fort Lauderdale to provide a midday community shuttle bus service originating from SFRTA’s Cypress Creek Tri-Rail Station.

(B) MOTION TO APPROVE: Delegation of Authority to SFRTA’s Interim Executive Director to make amendments for route changes that do not eliminate stops at the Cypress Creek Tri-Rail Station; and rate changes limited to a 25% increase or decrease from the existing contract rate.

Department: Planning & Capital Development
Project Manager: Loraine Cargill

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

R5. MOTION TO APPROVE: Approval of an additional amount of \$50,000 for Kaplan, Kirsch & Rockwell LLP Purchase Order No. 14-000074 (“PO”) regarding AAF/FECR issues for a total PO not-to-exceed amount of \$100,000.

Department: Legal
Project Manager: Teresa Moore

Department Director: Teresa Moore
Procurement Director: Christopher Bross

R6. MOTION TO APPROVE: Interim Executive Director Employment Agreement between SFRTA and Jack Stephens.

Department: Legal
Project Manager: N/A

Department Director: N/A
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.

I-1. PRESENTATION - Tri-Rail Coastal Link On FEC Corridor

COMMITTEE REPORTS / MINUTES

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

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

MONTHLY REPORTS

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

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

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

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

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

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

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

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF JANUARY 24, 2014

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, January 24, 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 10:05 a.m.*
James A. Cummings, Citizen Representative, Broward County
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 – *arrived at 9:45 a.m.*
James A. Scott, Governor's Appointee
James A. Wolfe, Florida Department of Transportation, District IV

BOARD MEMBERS ABSENT:

ALSO PRESENT:

Joseph Giulietti, Executive Director, SFRTA
Jack Stephens, Deputy 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, SFRTA
Mary Jane Lear, Director of Human Resources, SFRTA
Renee Matthews, Director of Special Projects, SFRTA
Daniel Mazza, P.E., Director of Engineering, 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 – Additions, Deletions, Revisions

The Chair requested a reorder of Agenda Item I-1 Fiscal Year 2012-13 Annual Audit Report to be heard following the Consent Agenda.

The Chair requested a revision that during Other Business portion of the meeting a review of the Executive Directors contract with a possible approval of an appointment for an Interim Executive Director.

Mr. Giulietti requested the following changes to the Agenda:

ADDITION

The addition of Exhibit 1- First Amendment to the Wave Modern Streetcar Partnership Agreement to Agenda Item R2 **MOTION TO APPROVE:** Amending the Wave Modern Streetcar Partnership Agreement among South Florida Regional Transportation Authority (SFRTA), the Broward Metropolitan Planning Organization (MPO), the City of Fort Lauderdale (City), the Downtown Development Authority of Fort Lauderdale (DDA), and Broward County in coordination with the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT), to provide flexibility to replace the City's bonding obligation with an option of a State Infrastructure Bank (SIB) Loan through the FDOT and to adjust applicable deadlines, in addition to other changes.

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

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

MATTERS BY THE PUBLIC

Mr. David London of West Palm Beach, Florida addressed the Board. Mr. London announced that on February 15th the Inventors Society of South Florida will have an annual expo and fair at the Palm Beach County Convention Center. Mr. London handed out information on a smokeless diesel engine invented by Mr. Charles L. Brown. Mr. London commented on the exhaust/pollution from the trains diesel engines and requested that someone look into the technology for health reasons.

CONSENT AGENDA

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C1. MOTION TO APPROVE: Minutes of Governing Board's Regular Meeting of November 22, 2013.

C2. MOTION TO APPROVE: The following business travel for the Governing Board and/or the Executive Director and General Counsel for calendar year 2014:

EXECUTIVE

Meeting with Insurance Underwriters (May) – Location TBD

APTA Conferences: Legislative Conference (March) Commuter Rail/Rail Transit Conference (June)

Annual Meeting (October)

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

Rail~Volution Annual Conference (October)

LEGAL

APTA Conferences: Legal Affairs Seminar (February)

Commuter Rail/Rail Transit Conference (June)

Annual Meeting (October)

Assn. of Transportation Law Professionals Conference (ATLP):

Annual Meeting (June)

TRB Conference: Legal Affairs (July)

Board Member Marie Horenburger 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.

Commissioner Jacobs arrived at 9:45 a.m.

I-1. PRESENTATION - Fiscal Year 2012-13 Annual Audit Reports

Mr. Giulietti called upon Mr. Kevin Adderley of Sharpton Brunson & Company to give the presentation on the Audit.

Mr. Kevin Adderley, Partner with Sharpton Brunson & Company, SFRTA Auditors addressed the Board. He gave a summary of the financial and compliance audit for FY2014 (CAFR) and noted that all Board Members have received a copy of the CAFR, federal audit reports and a copy of the PPT presentation as well as a Summary Report to the Board regarding the company's responsibilities. Mr. Adderley stated that it is the opinion of the auditors that there were no significant findings or material weaknesses. Mr. Adderley thanked the Board for the opportunity.

The Chair thanked Mr. Adderly.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1. MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) Resolution #14-01.

Mr. Giulietti stated that Mr. James Murley of the South Florida Regional Planning Council presented to the Board at the last meeting the Seven50 Plan and is requesting SFRTA support.

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.

R2. MOTION TO APPROVE: Amending the Wave Modern Streetcar Partnership Agreement among South Florida Regional Transportation Authority (SFRTA), the Broward Metropolitan Planning Organization (MPO), the City of Fort Lauderdale (City), the Downtown Development Authority of Fort Lauderdale (DDA), and Broward County in coordination with the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT), to provide flexibility to replace the City's bonding obligation with an option of a State Infrastructure Bank (SIB) Loan through the FDOT and to adjust applicable deadlines, in addition to other changes.

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.

R3. MOTION TO APPROVE: A one year funding agreement with a one year renewal option between South Florida Regional Transportation Authority (SFRTA) and Downtown Development Authority of Fort Lauderdale (DDA) for Administrative Services and Support in a not-to-exceed amount of \$215,000 per year.

Mr. Giulietti explained that under federal guidelines there are expenses that are born by the public agencies and these are acceptable expenses. This will be done on a billing basis and will be monitored by the SFRTA.

Board Member Cummings requested a scope of the administrative services to be performed.

Mr. Giulietti requested Mr. William Cross, Director of Planning and Capital Development to address the scope of services.

Mr. Cross addressed the Board. He stated that the DDA, as a partner, will assist in the communications with the community and land owners in the design of the stations and during the construction phases.

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

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

R4. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), serving as a pass through entity for Federal Highway Administration (FHWA) funds in the amount of \$4,000,000 towards SFRTA's Operating Expenses.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Nick Inamdar.

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 - Fiscal Year 2012-13 Annual Audit Reports by Mr. Kevin Adderley of Sharpton Brunson & Company, SFRTA Auditors.

This item was previously heard.

I-2. INFORMATION - Tri-Rail Coastal Link On FEC Corridor

Mr. Cross gave a brief update on the progress of the project. He stated that the project has received approval from the three Metropolitan Planning Organizations (MPO's).

Board Member Cummings commented that in previous presentations the project costs addressed several areas without addressing the FEC access fees. He stated that until we know the access fees we are spending money and wasting time.

Board Member Horenburger expressed her concern about the 99 trains per day and how it will affect the cities that the trains will run through.

Board Member Wolfe commented that the Board just passed a resolution in support of the Seven50 Plan. He stated that this region will be and look different in 30 to 50 years in that growth will exceed our ability to build roads and highways. The region will invest in premium transit and make it happen or the region will suffer severe mobility problems that will affect our quality of life. Board Member Wolfe stated that the SFRTA should be the lead in devising this premium transit solution. Commuter rail on the FEC is the solution. He stated that the negotiations are ongoing and partnering on this project is proceeding and that the local operating commitment is the key to attracting state and federal capital. For economic vitality and quality of life this is a very important project.

Commissioner Jacobs commented on the need for premium transit and there is acknowledgment that the region cannot continue on the highway and road network. She stated that it was interesting that the voice of the State continues to look backward when it comes to what is funded. Mr. Cummings point is referencing the \$30M pullout by the State. Such an obstacle would not be if the State stayed the course for the future instead of the past, and focusing on the understanding of what mobility needs, what transportation needs. To look at this region solely funding the transportation needs of the future is the wrong direction for SFRTA to go. There are 187 resolutions of support for these future transportation needs. Everyone wants this but, the issue is how much is this going to cost? Reports state that progress has been made, yet there are no documents before us. The secrecy of these meeting is frustrating. She stated that she shares the frustration of Board Member Cummings and agrees with Board Member Wolfe to move forward. Commissioner Jacobs stated that we have to move forward with a more enlightened approach. The State has areas where FEC wants to go, and the FEC does not have Right of Way (ROW) and needs to acquire that from the State. This is all coming from the same pot and why the State would isolate their elements is not sensible. If the State was looking at mobility state-wide, at where the population centers are and where they want to be, and what kind of dollars it will bring to the State and how healthy our State would be, if in fact we looked at it as a whole instead of segmented parts we would be a lot further along.

Commissioner Barreiro arrived at 10:05 a.m.

Board Member Cummings stated that he is not advocating scrapping the program, but it is naive to negotiate an agreement when the premise of the agreement is an easement in perpetuity that we

cannot put a number on. There is no reason why the FEC cannot say what the easement in perpetuity number is. Then we will know where we are going and can move forward.

The Chair stated the first issue is in gaining access and what the fee would be and the second issue is who would pay the fee. Financing alternatives have been identified and Mr. Giuliatti has been in contact with the FRA and FTA to understand their part. The Chair stated that the hang up in negotiations has been the negotiating entity and who will be signing the agreement on behalf of "All Aboard Florida" (AAF). The FEC is divided into different companies. The Chair stated that draft agreements are currently in legal review.

Mr. Giuliatti commented that the FTA has met with the staff to be apprised of the progress of the negotiations. Therese McMillan, Acting FTA Administrator and Peter Rogoff, FTA Secretary are intimately involved in the discussions and have requested updates. They have expressed the same frustration at not knowing the access fees and not having documents. The FRA Deputy Administrator, Karen Hedlund has called to set a meeting with all the partners to ask about the progress. The pressure is on the AAF people, in that they are applying for a loan. Mr. Giuliatti stated in that he understands Mr. Cummings frustrations and he supports the Chair in continuing going forward on the project.

Board Member Cummings stated that basic principles of the negotiations need to be responded to and not delayed. The access fees are solely dependent on the FEC and the FEC is solely responsible for the delays.

The Chair stated that documents should be in hand by next week.

Mr. Giuliatti clarified that it is the All Aboard Florida entity that we are negotiating with and not the FEC.

I-3. INFORMATION – SFRTA Administrative Facility

Mr. Jack Stephens, Deputy Executive Director, SFRTA addressed the Board. Mr. Stephens stated that the Board is interested in a new administrative facility. The SFRTA is calling this "Operational Administrative Center." In moving forward, Mr. Stephens called Ms. Loraine Cargill, Planning Manager of Capital Development, SFRTA to address the Board.

Ms. Cargill stated that this morning's presentation will address three things. Zoning issues related to the east and west parcels; identification of space needs for office and passengers; and the pros and cons in the preliminary analysis of location. Ms. Cargill introduced Mr. Mark Rickard with Kimley Horn and Associates to give a PowerPoint presentation.

Mr. Rickard gave a detailed presentation on the east and west parcels in Pompano Beach.

The Chair asked what policy direction is being requested from the Board.

Mr. Giulietti stated that the Board requested to be out of the current facility by April of 2016, and there is the possibility to make this happen. The staff would like to move on this as quickly as possible and requested the Board to appoint a Board Member to speak on behalf of the Board.

Board Member James Wolfe moved to assign the SFRTA “Operational Administrative Center” project to the Construction Oversight Committee. 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.

Commissioner Barreiro inquired as to amending the jurisdiction of the Comprehensive Management Plan (CMP).

Mr. Rickard responded that there is a possibility; however they are working with a conservative time line.

Board discussion took place.

Commissioner Barreiro commented that Miami-Dade has development rights along the Metro-Rail corridor.

Commissioner Jacobs suggested that TOD rights to be approved along the corridor.

Board Member Cummings requested a meeting with the City of Pompano Beach prior to the next meeting.

Commissioner Jacobs suggested a presentation to the City of Pompano Beach commission on the plans and offered her support at the commission meeting.

COMMITTEE REPORTS / MINUTES

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

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

MONTHLY REPORTS

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

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

OTHER BUSINESS

The Chair stated that Mr. Giulietti is leaving the SFRTA to work for the Metro North Railroad. There is a two month separation provision in his contract with the SFRTA. A request has been made to waive the provision. The Board is looking at a January 31st separation. The Chair requested comments from the Members.

Board Member Cummings stated that there is sufficient staff to carry on the responsibilities.

Board Member Jim Cummings moved to modify the contract and to waive the provision. The motion was seconded by Board Member Marie Horenburger.

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

There were well wishes and accolades by the Board Members.

The Chair announced that there is a vacancy. The Chair stated that Deputy Executive Director Jack Stephens exemplified capable leadership and suggested that he move up to serve as Interim Executive Director and to negotiate an employment contract.

Board Member Wolfe commented that the SFRTA is fortunate to have Jack Stephens and is supportive of him as an interim director. He stated that it is inappropriate not to proceed with an advertisement and a search to find out what other qualified talent is out there.

Board Member Scott suggested the appointment and to discuss advertising and talent search at a later time.

Board discussion took place.

Commissioner Kristin Jacobs moved to appoint Jack Stephens as Interim Executive Director, SFRTA, until further action by the Board and to negotiate an employment contract. The motion was seconded by Board Member Jim Scott.

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

The Chair congratulated Jack Stephens on being appointed as Interim Executive Director.

The Chair inquired about the compensation contract negotiations committee.

Commissioner Barreiro suggested General Counsel and a Board Member.

Board Member Nick Inamdar volunteered for the committee.

The Chair recognized Board Member Nick Inamdar for the committee.

CHAIR REPORTS/COMMENTS

The Chair announced that SFRTA Finance & Information Technology Department has received the Government Finance Officers Association Award for Distinguished Budget Presentation for FY13. This award is the highest form of recognition in governmental budgeting. Presenting the award is Ms. Linda Davidson of the City of Boca Raton, Representing the GFOA.

Ms. Davidson addressed the Board. Ms. Davidson, Financial Services Director for the City of Boca Raton and has also served as the past president for the GFOA. Ms. Davidson presented the Distinguished Budget Presentation Award to the SFRTA. There was a photo opportunity.

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti announced that the SFRTA Planning Department had received the Tri-Rail Coastal Link Transit Opportunities Analysis Award of Excellence 13th Annual Gold Coast Section Planning Awards from the American Planning Association of Florida.

Mr. Giulietti announced that the Government Finance Officers Association of the United States and Canada has presented the SFRTA with a Certificate of Recognition for budget preparation to the SFRTA Finance and Information Technology Department.

Mr. Giulietti announced that Tri-Rail's 25th Anniversary Celebration Rail Fund Day, is January 25, 2014 at the Fort Lauderdale Airport Station off Griffin Road. The SFRTA "Kids Got Talent" competition will have 12 talented young stars competing for a \$1200.00 grand prize. The City of Dania Beach Mayor will participate as a judge in the talent show. Tri-Rail's mascot, Conductor George Green will be there. We are expecting record turnouts.

Mr. Giulietti stated his appreciation for the support of the Board and his decision was not an easy one to make. He stated that in these past years it takes a great staff to achieve these accomplishments and encouraged the Board Members to review Mr. Stephens resume. He stated that the industry is in a tough situation and it will take at least a year to find talent. Mr. Giulietti expressed great appreciation and thanked the Board for their support.

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

The Chair stated that the Tri-Rail 25th Anniversary Celebration Luncheon was a great event.

BOARD MEMBER COMMENTS

Board Member Cummings mentioned that Board Members Frank Frione and Nick Inamdar were interested in participating in the Construction Oversight Committee meetings.

ADJOURNMENT

There being no further business the meeting was adjourned at 11:19 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014

AGENDA ITEM REPORT

Consent Regular

AGREEMENT BETWEEN SFRTA AND
PALM BEACH COUNTY FOR PALM TRAN TICKET SALES
AT THE TRI-RAIL WEST PALM BEACH STATION

REQUESTED ACTION:

- (A) **MOTION TO APPROVE:** Draft Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County (PBC) for Palm Tran ticket sales at the Tri-Rail West Palm Beach Station (Agreement); and
- (B) **MOTION TO APPROVE:** Delegation of Authority to SFRTA's Interim Executive Director to finalize and execute the Agreement.

SUMMARY EXPLANATION AND BACKGROUND:

In an initial step towards joint use of the Easy Card system, PBC has requested SFRTA sell Palm Tran tickets at the Tri-Rail West Palm Beach kiosk. Both parties would like to promote regionalism and the use of each other's transit systems by their respective passengers.

SFRTA shall hire an employee who will devote 50% of his/her time to selling Palm Tran tickets. In exchange, the County will reimburse SFRTA for fifty (50%) percent of the employee's compensation (salary and benefits) which is not to exceed \$72,922. SFRTA has sole responsibility for the employee; the County has no supervisory authority over the employee. PBC shall pay its 50% portion in quarterly installments in arrears. The Agreement is for an indefinite period (per PBC's request) and either party is able to terminate with thirty days' notice. The sale of the Palm Tran tickets shall begin thirty days after the employee is hired.

Staff is requesting that the Interim Executive Director be delegated the authority to finalize and execute the Agreement in substantially the form provided.

Department: Operations
Project Manager: James De Vaughn

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in the FY 2013-2014 Operations Budget

EXHIBITS ATTACHED: Exhibit 1 – Draft Agreement

AGREEMENT WITH
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND PALM BEACH COUNTY FOR BUS PASS TICKET SALES
AT TRI-RAIL WEST PALM BEACH STATION

Recommended by:  2/20/14 Approved by:  2/20/14
Department Director Date Procurement Director Date

Authorized by:  2/21/14 Approved as to Form by:  2-21-14
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
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

AGREEMENT NO. _____

Between

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

And

PALM BEACH COUNTY

For

PALM TRAN TICKET SALES AT THE TRI-RAIL WEST PALM BEACH STATION

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, an agency of the State of Florida, hereinafter referred to as “SFRTA”, and

PALM BEACH COUNTY , a political subdivision of the State of Florida, hereinafter referred to as the “County”, collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, SFRTA is the operator of the Tri-Rail commuter rail passenger service; and

WHEREAS, the County is the operator of the Palm Tran, a fixed-route bus service with a major hub at the Intermodal Facility in West Palm Beach, Florida (“Intermodal Facility”) ; and

WHEREAS, SFRTA sells Tri-Rail tickets from its West Palm Beach Tri-Rail kiosk located adjacent to the Intermodal Facility (the “Kiosk”); and

WHEREAS, the Parties would like to promote regionalism and the use of each other’s transit systems by their respective passengers; and

WHEREAS, it is the intent of the Parties to combine their ticket sales at the West Palm Beach Station; and

WHEREAS, as an initial step towards joint use of the Easy Card system, the County has requested SFRTA sell Palm Tran tickets, in addition to Tri-Rail tickets, from the Kiosk and SFRTA is willing to hire an employee and provide sufficient space within the Kiosk for this to occur; and

WHEREAS, the Parties now desire to enter into this agreement for the purposes of defining their funding responsibilities and establishing the parties' expectations and roles in providing for such Palm Tran ticket sales;

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

ARTICLE 1 – SCOPE OF SERVICES

The Scope of Services is provided in Exhibit A. All defined terms used in the Agreement shall have the meanings found in Exhibit A, unless expressly provided elsewhere in the Agreement.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by the Parties (the "Effective Date") and continue until terminated by either party as provided in Article 4 hereof.

ARTICLE 3 – LEGAL CLAIMS

In the event of any complaints or legal actions, including but not limited to Equal Employment Opportunity ("EEOC") complaints, litigation, etc. resulting from the Employee or the Employee's provision of the Services (the "Legal Claim"), the Parties agree that SFRTA shall be responsible for such Legal Claim, except that each Party shall bear the costs of its own legal representation in addressing any such Legal Claim.

ARTICLE 4 - TERMINATION

If through any cause within the reasonable control of the County, it shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, SFRTA shall thereupon give written notice to County of such default and specify what actions must be taken to cure said default and avoid termination hereunder. County shall have thirty (30) days to cure unless otherwise agreed to by SFRTA. In the event that County shall not have cured said default to the satisfaction of SFRTA by such deadline, then SFRTA may terminate this Agreement.

If through any cause within the reasonable control of SFRTA, SFRTA shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, County shall thereupon give written notice to SFRTA of such default and specify what actions must be taken to cure said default and avoid termination hereunder. SFRTA shall have thirty (30) days to cure unless otherwise agreed to by County. In the event that SFRTA shall not have cured said default by such deadline, then County may terminate this Agreement.

SFRTA may terminate this Agreement, in whole or in part, for convenience, at any time by thirty (30) days' written notice to the County. In the event of such termination, any unspent County funds shall be refunded by SFRTA.

The County may terminate this Agreement, in whole or in part, for convenience, at any time by thirty (30) days' written notice to SFRTA. In the event of termination for convenience, the County shall reimburse SFRTA for the cost of the Services based on the Work Share Percentage in effect at the time of termination for services performed through the date of termination.

ARTICLE 5 – CHANGES AND MODIFICATIONS

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

Unless otherwise provided herein, modifications to this Agreement must be made in the form of a written amendment signed by SFRTA and the County with the same formality as this Agreement.

ARTICLE 6 – REPRESENTATIVES

Each Party shall appoint a Representative for the Services who shall be delegated authority pursuant to this agreement to make the necessary decisions on behalf of its respective Party with respect to this Agreement. The Parties' Representatives shall each appoint an individual to handle the day-to-day communications between the Parties (the "Project Manager"). Currently these individuals are:

County Representative: Chuck Cohen
County Project Manager: John Coons

SFRTA Representative: Jack Stephens
SFRTA Project Manager: Marcia Williams

In the event a Party wishes to change its Project Manager, the applicable Representative shall inform the other in writing using the Notice provisions in this Agreement.

ARTICLE 7 - NOTICES

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

For PALM BEACH COUNTY:

To: Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407
Attn: Executive Director

Cc: Palm Beach County
300 N. Olive Ave
West Palm Beach, Fl. 33401
Attn: County Attorney

For SFRTA:

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

Cc: South Florida Regional Transportation Authority
800 N.W. 33rd Street
Pompano Beach, FL 33064
Attn: General Counsel

ARTICLE 8 – STATE LAW AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Palm Beach County, Florida, whether in state or federal court. The County irrevocably submits to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in County, Florida, the venue situs. IN THE EVENT OF LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - ARREARS

SFRTA shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. SFRTA further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 11 - ACCESS AND AUDITS

SFRTA shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SFRTA'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of SFRTA, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor

ARTICLE 12 - NONDISCRIMINATION

SFRTA warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 13 - AUTHORITY TO PRACTICE

SFRTA hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 14 – FORCE MAJEURE

In the event the performance by either Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether such occurrence be an act of God, common enemy or the result of war, riot, civil commotion or sovereign conduct, the Party shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 15 – SUCCESSORS AND ASSIGNS

The Agreement shall not be assignable by either Party without the prior, written agreement of the non-assigning Party. Representatives shall not have the authority to assign the Agreement. Subject to other provisions hereof, Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

ARTICLE 16- SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party. The Parties each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an agent or employee acting within the scope of the agent's or employee's office or employment. The Parties agree to be individually responsible for all such claims and damages, to the extent and limits provided in Section 768.28, F.S., arising from the actions of their own respective employees and agents. The Parties acknowledge that the foregoing shall not constitute an agreement by any Party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that either Party may have under such statute, nor as consent to be sued by third parties.

ARTICLE 17 – MISCELLANEOUS

The truth and accuracy of each of the Recitals set forth in this Agreement are acknowledged by the parties and incorporated herein by reference.

The performance and obligation of either Party under the terms of this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by their respective boards.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **PALM BEACH COUNTY**, signing by and through its Mayor, duly authorized to execute same, and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2014.

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Joseph Giuliatti
Executive Director

By _____
Chair

This ____ day of _____, 2014

(SFRTA SEAL)

Approved as to form by:

Chris Bross, Director Procurement

Teresa J .Moore, SFRTA General Counsel

ATTEST:
Dorothy H. Wilkens, Clerk

PALM BEACH COUNTY FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

This ____ day of _____, 2014

Approved as to form
And Legal Sufficiency

Approved as to Terms and Conditions

County Attorney

Executive Director, Palm Tran

Exhibit A
SCOPE OF SERVICES

Employee

Upon execution of the Agreement, SFRTA will hire a full-time SFRTA employee in a timely manner (the "Employee") to sell Palm Tran tickets from the Tri-Rail West Palm Beach Station for an agreed upon percentage of the Employee's work time (the "Work Share Percentage") and the remainder of the Employee's time to be spent on SFRTA Work (as defined herein) (the "Services").

After initiation of the Services, should either Party request a re-evaluation of the Work Percentage, the Representatives shall perform such re-evaluation and shall make all good faith efforts to reach agreement on a new Work Percentage. The County's payment shall be adjusted accordingly to be equal to the re-evaluated Work Percentage.

The Parties agree that the Work Percentage shall initially be 50% for the Services and 50% for the SFRTA Work.

The County shall reimburse SFRTA for the Work Share Percentage of the Employee's actual compensation determined by SFRTA's wage scale, which shall not exceed Seventy Two Thousand Nine Hundred Twenty-Two and no/100 Dollars (\$72,922) per year ("Maximum Annual Compensation"). The Employee's actual compensation shall be comprised of salary, benefits, Federal withholdings, and all other costs usually included in determining an SFRTA employee's compensation ("Actual Compensation"). SFRTA shall determine the Actual Compensation and the County shall pay the Work Percentage of same. The County's payments shall be made by the County to SFRTA on a quarterly basis with the first payment due within ninety (90) days after execution of this Agreement. SFRTA shall submit appropriate invoices for payment.

Any employees used by SFRTA in providing the Services shall have the necessary skills to perform the Services. In addition, the Employee may be assigned any and all other duties, as solely determined by SFRTA, for the agreed upon percentage time not spent on the Services for the County (the "SFRTA Work").

The Employee shall be an SFRTA employee, subject to all of SFRTA's policies, regulations, etc., as determined solely by SFRTA and will be supervised only by SFRTA; the County shall have no supervisory authority over the Employee. SFRTA shall be solely responsible and liable for the conduct and actions of its employee.

SFRTA shall not be responsible for compliance with any County personnel policies or any other County ordinances with respect to the Services. The Employee shall not be a County employee or have any contractual relationship with the County.

The Employee will work from 8 a.m. until 4:30 p.m., Monday through Friday at the ticket kiosk located at the Tri-Rail West Palm Beach Station (the "Kiosk"). SFRTA will make efforts to

have the Employee take lunch between the hours of noon and 1 p.m. For those times in which the Employee is not available for work, e.g. due to sick leave or vacation, SFRTA shall provide a substitute employee to sell Palm Tran tickets, who shall be determined solely by SFRTA.

Palm Tran Ticket Sales

The Parties agree that the Services shall begin no later than thirty (30) days after the Employee has been formally hired by SFRTA. The Representatives shall agree upon the procedure by which the Services shall be initiated.

The Employee shall only accept cash and checks for the Palm Tran tickets, unless the County Representative notifies the SFRTA Representative that the County will begin accepting credit cards or regional fare cards and sufficient time is provided to develop procedures and provide training to SFRTA staff in the new form of payment, as agreed to by the SFRTA and County Representatives.

Training and Computer Support

The County shall train the Employee and an SFRTA Station Agent Supervisor on the necessary procedures for provision of the Services and any other related Palm Tran matters at its sole cost and expense.

The County shall be responsible for all Information Technology (“IT”) support necessary for the Employee to be able to perform the Services.

Equipment and Office Furniture

The County shall be responsible for providing the Employee with computer hardware, including a laptop, all the necessary software, a printer, the internet connections to the relevant Palm Tran databases, as applicable, and any and all other equipment necessary for the Employee’s performance of the Services.

SFRTA shall be responsible for providing any necessary office furniture for the Employee.

Revenue

The County shall install a safe in the Kiosk in which all monies from the sale of Palm Tran tickets shall be deposited (the “Safe”). The County and the Employee shall retain all keys to the Safe. The Employee will be required to balance revenue to sale on a daily basis and to prepare required County forms including a daily deposit slip, The County will collect all County forms weekly. The County shall be solely responsible for the cost of the Safe, its maintenance, and of providing the necessary security for collection of the revenue contained in the Safe. Pursuant to procedures to be agreed to in writing by the Parties, the County shall collect the revenue twice per week, using County staff or security contractor employees (the “Revenue Collectors”). The names of the Revenue Collectors shall be provided to SFRTA in advance and they shall wear prominently displayed identification badges for name verification. Revenue Collectors whose

names cannot be verified by SFRTA staff shall not be permitted access to the Kiosk. The County shall also inform SFRTA of the collection times for collecting such revenues and any changes in the collection schedule.

The County shall provide an initial change fund of two hundred dollars (\$200.00) for use by the Employee in providing the Services (the "Change Fund").

Should any revenue from the sale of Palm Tran tickets be lost or stolen, any investigation of same shall be conducted by SFRTA, in consultation with Palm Tran, and SFRTA shall have sole authority to decide the outcome of any such investigation, including, but not limited to, any disciplinary actions taken against the Employee. SFRTA shall have no liability whatsoever for lost or stolen revenue related to the Services.

Ticket Stock

The County shall be solely responsible for providing all ticket stock necessary for provision of the Services and the costs associated with same.

Kiosk

Use of the Kiosk for the Services shall be provided to the County at no cost by SFRTA.

The County shall make any and all structural modifications necessary to the Kiosk or areas around the Kiosk to facilitate the Service, including signage (the "Modifications"), as agreed in writing by both Parties prior to initiation of any of the Modifications, and shall be solely responsible for all costs associated with the Modifications. The County agrees that any the Modifications shall be done in an efficient and timely manner in away as not to interfere with the sale of Tri Rail tickets or other SFRTA activities out of the Kiosk.

At its sole cost and expense, the County shall make any modifications required by County to the Intermodal Faculty to facilitate provision of the Services.

At SFRTA's sole cost and expense, SFRTA shall make any modifications to the inside of the Kiosk to facilitate provision of the Services, as determined necessary by SFRTA to provide the Services.

Advertising/Marketing

The County shall be solely responsible for the costs associated with any advertising and/or marketing of the Service (including signage). However, the County shall seek SFRTA's prior written approval of any advertising or marketing materials using SFRTA's Tri-Rail logo or references to the Services.

Audits

SFRTA shall conduct monthly audits of the Change Fund at its sole cost and expense and shall provide the results of the audit to the County's Representative within five (5) business days after conclusion of such audit.

SFRTA shall conduct monthly audits of the ticket stock and its reconciliation to the database inventory report, at its sole cost and expense, and shall provide the results of the audit to the County's Representative within 5 business days after conclusion of the audit.

SFRTA and County may also conduct random audits at their sole discretion.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014

AGENDA ITEM REPORT

Consent Regular

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) FM #429487-1-24-01
CONTRACT # AQL42
WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR
MIAMI RIVER-MIAMI INTERMODAL CENTER CAPACITY IMPROVEMENTS (MR-
MICCI)

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

SUMMARY EXPLANATION AND BACKGROUND:

On June 28, 2013, the SFRTA Board approved a JPA with FDOT in the amount of \$800,000 to fund a portion of the PD&E Phase of the MR-MICCI project. The project has been following Federal guidelines to study potential capacity solutions along the last 1.25 miles of the South Florida Rail Corridor (SFRC); including identification of options and solutions to crossing the Miami River (which is currently served by a single track bascule bridge). This Supplemental JPA for an additional \$1,000,000 funds the remaining balance of the PD&E study. Additional funds are programmed in FDOT's work program for future years to fund the design for this effort.

Staff is now requesting Board approval of the Supplemental JPA (Exhibit 1) between SFRTA and FDOT, to secure the remaining \$1,000,000 (available FY 2013-2014) in state funds for the MR-MICCI project.

Department: Planning & Capital Development
Project Manager: Loraine Cargill

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

FISCAL IMPACT: The state funds are currently available in FY 13/14 Capital Budget

EXHIBIT ATTACHED: Exhibit 1 - Supplemental Joint Participation Agreement

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) FM #429487-1-24-01
CONTRACT # AQL42
WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR
MIAMI RIVER-MIAMI INTERMODAL CENTER CAPACITY IMPROVEMENTS (MR-
MICCI)

Recommended by: [Signature] 2/20/14
Department Director Date

Approved by: [Signature] 2/20/14
Contracts Director Date

Authorized by: [Signature] 2/21/14
Executive Director Date

Approved as to Form by: [Signature] 2-21-14
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
Nick A. Inamdar Yes No
James A. Scott Yes No
James A. Wolfe, P.E. Yes No

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

725-030-07
PUBLIC TRANSPORTATION
06/11
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Number 2

Financial Project No.: <u>42948712401</u> (Item-segment-phase-sequence) Contract No.: <u>AQL42</u>	Fund: <u>DS</u> Function: <u>215</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088088</u> Object Code: <u>750021</u> Org. Code: <u>55310000937</u> Vendor No.: <u>650002789001</u>
Catalog of Federal Domestic Assistance Number: _____ Catalog of State Financial Assistance Number: _____		

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

hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 29 day of June, 2012, 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 \$1,800,000.

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: The project description is amended

The purposes of this Supplemental Agreement is to includes professional planning services necessary to support the advancement of SFRTA's efforts to implement additional track capacity to the existing South Florida Rail Corridor (SFRC) from the end of the existing double track of the SFRC north of NW 46th Street to Miami Airport station located at the Miami Intermodal Center (MIC). The purpose of this assignment is coordination, data collection, the preparation of planning documentation and environmental documentation for National Environmental Policy Act (NEPA) compliance, as well as 30% design plans to support the initiation of the Miami River-Miami Intermodal Center Capacity Improvement (MR-MICCI) project. The overall study for this project will evaluate the need for additional track including bridge and signal work over the Miami channel on the South Florida Rail Corridor, for improved access into and out of the Miami Intermodal Center.

Financial Project No. 42948712401

Contract No. AQL42

Agreement Date June 29, 2012

Except as hereby modified, amended or changed, all other terms of said Agreement dated _____ 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

AGENCY NAME

Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

TITLE

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	12/13	\$800,000.00	FY
FY	13/14	\$1,000,000.00	FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

**Miami-River – Miami Intermodal Center Capacity Improvement
Supplemental Two (2) Joint Participation Agreement
Attachment “B”**

PROJECT SCOPE

This scope includes professional planning services necessary to support the advancement of SFRTA’s efforts to implement additional track capacity to the existing South Florida Rail Corridor (SFRC) from the end of the existing double track of the SFRC north of NW 46th Street to Miami Airport station located at the Miami Intermodal Center (MIC). The purpose of this assignment is to assist the SFRTA in performing agency coordination, data collection, and the preparation of planning documentation and environmental documentation for National Environmental Policy Act (NEPA) compliance, as well as 30% design plans to support the initiation of the Miami River-Miami Intermodal Center Capacity Improvement (MR-MICCI) project.

A detailed description of each anticipated task is provided below.

1.0 PERMIT REQUIREMENTS/AGENCY COODRINATION

Permit applications will not be completed under this scope; SFRTA will obtain an understanding from the permitting agencies of the feasibility of permitting the project, agency concerns and possible solutions to resolve those concerns. This will be accomplished through meetings and documentation regarding the permit ability of the project. Based on our current understanding of the project, it is anticipated that permits will be required for the water crossing of the Miami River from Miami-Dade County Department of Environmental Resources Management (DERM), South Florida Water Management District (SFWMD), the US Coast Guard (USCG) and US Army Corps of Engineers (USACE). An USCG Bridge Questionnaire and supporting documents will be prepared for review by the USCG. The USCG will then provide a written determination regarding permit requirements.

Following determination of jurisdiction, SFRTA and their Consultant will meet with the following regulatory agencies and their regulatory partners to introduce the project and determine potential permitting issues that will need to be addressed:

- ◆ DERM
- ◆ SFWMD
- ◆ USCG
- ◆ USACE
- ◆ US Environmental Protection Agency (USEPA)
- ◆ National Marine Fisheries Service
- ◆ US Fish and Wildlife Service (USFWS)

PHASE 2B

- ◆ FDOT District 4 Office of Modal Development, Structures, Environmental Management Office
- ◆ FDOT District 6 Planning and Environmental Management Office
- ◆ Miami-Dade Expressway Authority (MDX)

Agency coordination meetings, agendas and minutes for each meeting will be prepared. Reports will be prepared summarizing the results of each meeting and considerations for future permitting. Key findings from the above noted consultation/coordination meetings will also be presented, as required, in the Environmental Assessment document for the proposed action.

Deliverable: Permitting Technical Memorandum

2.0 PUBLIC INVOLVEMENT

Public involvement activities will be conducted to communicate and receive information from interested persons, groups, and government organizations regarding the development of the project.

One-on-one meetings will be conducted with select city and county elected officials. Coordination meetings are anticipated with city and county staff, as well as other stakeholder agencies/organizations such as the Miami River Commission (MRC) and Miami River Marine Group. Presentations may be made to the SFRTA and Miami-Dade Metropolitan Organization (MPO) Boards and Committees. Materials will be prepared in advance materials for the meetings.

Additionally, public meetings will be held during the project development process to inform the interested parties of the project's current status. The following two (2) public meetings are anticipated as part of this project:

- ◆ **Public Meeting:** An advertised meeting with the general public will be held to explain the purpose and need for the project. A set of alternatives will be presented. The purpose of this meeting is to fully acquaint the public with the proposed project, the alternatives under consideration, the project timeline and potential funding, and to receive public input.
- ◆ **Public Hearing:** An advertised public hearing which will be the official public forum where citizens and government officials may express their concerns, opinions, and comments regarding the project. The public hearing will be held during the official review and comment period for the environmental document (EA).

2.1 Project Website

A project website will be maintained by the CONSULTANT as a means for public stakeholders to obtain information about the project and as a means to provide up-to-date

PHASE 2B

postings about current project information, meetings, and opportunities for involvement and comment.

2.2 Project Newsletter

One (1) newsletter will be developed and distributed via the project website as well as through a database mailing list as part of this project. The preparation of the newsletter will occur at major project milestones based upon coordination and approval with SFRTA.

*Deliverable: One (1) Project Newsletter (Draft and Final)
Maintain Project Website*

3.0 CONCEPTUAL ENGINEERING

3.1 Conceptual Alternatives Evaluation and Cost Comparison

Renderings will be developed for up four (4) preliminary bridge alternatives for display as part of public outreach activities and to assist in the selection of a preferred alternative. One (1) rendering will be refined for the preferred bridge alternative.

Deliverable: Renderings of Bridge Alternatives

Subtask 3.2 Value Engineering (VE)

SFRTA and their Consultant will participate in an FDOT led VE Workshop. A presentation will be prepared for the Workshop attendees. The presentation will be followed for time for questions from the attendees and SFRTA answers and/or clarifications.

The SFRTA will then attend the last day of the Workshop, whereby, the VE Panel will present the results of the Workshop.

SFRTA and the project Consultant will review the results of the VE Study as documented in a report by the VE Panel, and respond to the VE recommendations and determine VE proposals which will or will not be incorporated into the project.

Deliverable: Presentation on Day 1 of Workshop, Responses to VE Recommendations

3.3 Preliminary Engineering Report (Final Draft)

The CONSULTANT will prepare the final draft of the preliminary engineering report (PER). The PER will summarize the NEPA and other related documentation including

PHASE 2B

environmental technical studies, engineering studies, and reports prepared to support engineering decisions, permits, and preliminary plans preparation.

Deliverable: Preliminary Engineering Report (Final Draft)

4.0 PREPARATION OF 30% PLANS AND DESIGN

Following the selection of a preferred alternative, SFRTA's Consultant will commence efforts on preparing 30% plans and design which will be a suitable level of detail for letting the project as design-build.

DRAFT and FINAL submittals will be reviewed. All drawings will be prepared using Microstation.

4.1 - Bridge Hydraulics Report (BHR):

The CONSULTANT shall prepare a Bridge Hydraulics Report (BHR). Initiation of the BHR shall occur only after the selection of a preferred alternative from conceptual engineering (Task 4). The BHR will be developed using bathymetric data, topographic data, control structure characteristics, historic discharge, historic water elevations, 50-, 100-, and 500-year storm surge elevations and hydrographs, historical aerial photographs, FEMA maps and studies. The BHR will take the selected preferred alternative and establish the basic parameters that will affect the remaining work done in Task 5. The BHR shall be developed in accordance with FDOT guidelines and include:

Deliverable: Bridge Hydraulics Report (DRAFT and FINAL)

4.2 Preparation of the Bridge Development Report (BDR)

The SFRTA's Consultant shall prepare a Bridge Development Report (BDR) in accordance with FDOT standards. The BDR will take the preferred alternative and establish the basic parameters. Initiation of the BDR shall occur only after the selection of a preferred alternative from the conceptual evaluation.

The BDR will contain sufficient detail for the justification of the proposed bridge type. When alternate designs are considered, consistency between the alternates is essential in ensuring equitable competition and optimum cost-effectiveness. This consistency includes uniformity of design criteria, material requirements and development of unit costs. The BDR will contain only supportable and defensible statements.

Deliverable: Bridge Development Report (DRAFT and FINAL)

4.3 Preparation of the 30% Structural Design and Plans

PHASE 2B

Draft 30% Structural Plans for the preferred bridge alternative shall be developed following coordination and discussion with the appropriate permit review agencies including the U.S. Coast Guard, U.S. Army Corps of Engineers, SFWMD, and DERM. The CONSULTANT will develop an abutment protection design for the bridge. This will include specifying the spatial extents of the protection, the elevations, the type of protection, and providing a typical section.

The 30% structural design plans shall contain the following drawings for the selected preferred bridge alternative (i.e. if a fixed bridge is selected, then the Movable Span drawings will not be needed):

30% Structural Design Plans:

- ◆ General Notes Sheets
- ◆ Plan and Elevation Sheets
- ◆ Construction Staging
- ◆ Superstructure Section Sheets
- ◆ Substructure Section Sheets
- ◆ Movable Span - General Notes Sheets
- ◆ Movable Span - Plan and Elevation Sheets
- ◆ Movable Span - Clearance Diagram
- ◆ Movable Span - Bascule Pier Layouts
- ◆ Movable Span - Bascule Leaf Section
- ◆ Movable Span - Bascule Leaf Framing Plan
- ◆ Movable Span - Bridge Operating Sequence Diagram

The 30% Structural Design Plans will also be included as an appendix to the BDR.

Deliverable: 30% Structural Plans (DRAFT and FINAL)

4.4 Prepare 30% Track Alignment Design and Plans

30% Track Alignment Plans:

- ◆ Key Sheet
- ◆ General Notes, Standards, and Abbreviations
- ◆ Legend of Symbols
- ◆ Typical Sections
- ◆ Track Charts
- ◆ Construction Staging Plan (Maintenance of Railroad Traffic)
- ◆ Curve Geometry Standards Sheet
- ◆ Curve and Spiral Data Sheets
- ◆ Alignment Data Sheets
- ◆ Track Plan and Profile Sheets
- ◆ Track Cross Sections

Deliverable: 30% Track Alignment Plans

PHASE 2B

4.5 Prepare 30% Preliminary Civil Design and Plans

30% Civil Design Plans:

- ◆ Drainage Maps
- ◆ Drainage Structures
- ◆ Storm Water Pollution Prevention Plan

Deliverable: 30% Civil Design Plans

4.6 Utility Conflict Identification/Utility Relocation Plans and Coordination

Given the recorded and checked locations of utility lines and facilities in or near the Project area, the SFRTA's Consultant will determine the methods by which conflicts between such existing utility lines and structures and the SFRTA's proposed construction and structures may be resolved. Given such alternatives as permanent and temporary relocation, strengthening for support and protection in place, and abandonment and salvage, viable options will be evaluated and conclude with the utility owner a course of action.

Deliverable: Utility Conflict Identification, 30% Utility Relocation Plans (Plan and Profile Only) and Coordination Technical Memorandum and Meeting Minutes

4.7 Prepare 30% Preliminary Roadway Design Plans

The SFRTA's Consultant will prepare preliminary design plans for six (6) at-grade roadway/rail crossings. The plans will consist of pavement marking, signing, and marking plans. Also prepare preliminary design plans showing marking, signing, and signalization for maintenance of traffic during construction of the Project. Coordinate preliminary design of intersections with local agencies to comply with local agency standards and policies. Provide in these preliminary plans the basic information for the preliminary civil works design. Incorporate proposed modifications recommended in the Grade Crossing Diagnostics report for each grade crossing.

- ◆ Typical Sections
- ◆ Roadway Plan and Profile
- ◆ Traffic Control Plans (Maintenance of Traffic)
- ◆ Pavement Marking Plans
- ◆ Roadway Cross Sections

PHASE 2B

Deliverable: 30% Roadway Design Plans

4.8 Prepare 30% Preliminary Signal Design and Plans

Development of signal designs, signal equipment, locations of signals, signal housing, insulated joints and signal cable. Preliminary Route and Aspect diagrams to illustrate the operation of the signal system will be prepared.

The SFRTA's Consultant will provide signal equipment layout plans for the six rail-highway grade crossings within the project limits

30% Signal Design Plans:

- ◆ Track and Signal Layout Plans
- ◆ Signal Equipment Location Plans
- ◆ Signal Cable and Conduit Layout Plans
- ◆ Route and Signal Aspect Plans
- ◆ Rail-Highway Grade Crossing Signal Equipment Layout Plans

Deliverable: 30% Signal Design Plans

4.9 Prepare 30% Technical Specifications

The CONSULTANT will prepare a set of technical specifications in CSI format for construction including furnishing and installing items for the preferred alternative. The technical specifications will include coverage of civil, track, utilities, traffic, railroad signals, and structural work related to the Project. The CONSULTANT will make use of standard specifications and guideline specifications from any available previous SFRTA Projects as amended to benefit from lessons learned. The CONSULTANT will coordinate this work with SFRTA for the development of its General Conditions and Special Provisions for Authority contracts and to obtain concurrence from SFRTA staff on the typical language for payment.

Deliverable: 30% Technical Specifications

4.10 Prepare 30% Capital Cost Estimate

A detailed capital cost estimate will be prepared based on the selected preferred alternative, identifying each of the proposed features of the project, including right-of-way. The appropriate contingency and soft costs will be added to the capital cost estimate.

Deliverable: 30% Capital Cost Estimate

PHASE 2B

5.0 ENVIRONMENTAL DOCUMENTATION AND ALTERNATIVES ANALYSIS

5.1 Environmental Assessment and Alternatives Analysis

The approach and scope of the environmental analysis presented herein has been prepared to reflect the Team's understanding that the proposed MR-MICCI project needs to meet the environmental review and processing requirements at both a federal and state level. Based on anticipated funding sources for the proposed action, the Federal Transit Administration (FTA) is assumed to be the lead federal agency. However, based on review of other potential federal funding sources, joint lead agencies may be identified and/or an alternative lead federal agency may be warranted.

The SFRTA is the local project proposer. As the proposed action is within right-of-way owned by the Florida Department of Transportation (FDOT), the environmental process and documents will be prepared in accordance with FDOT Project Development and Environment (PD&E) Manual and coordinated with FDOT prior to transmittal to the designated lead federal agency.

The AA/NEPA document will include a Purpose and Need Statement and Alternative Description comprised of the following components:

- ◆ A clear description of the transportation problem in the corridor that needs to be addressed through the proposed action;
- ◆ A clear description on how the proposed action will address the defined problem in the corridor;
- ◆ A comparison of the proposed action to the existing conditions, including an assessment of the project's effectiveness in solving the defined problem;

The EA/AA will define and evaluate the No-Build and up to four (4) build alternatives.

Deliverable: A Purpose and Need Statement and Alternative Description to be included in the Technical Memorandums prepared in Phase 2A for each of the impact areas documenting the assessment methodology, for review by SFRTA, FDOT and FTA.

5.2 Section 106 Determination of Effects Case Study Report

A Section 106 Documentation and Determination of Effects Case Study Report includes an analysis of effects to all National Register-eligible or National Register-listed resources identified during the cultural resources assessment survey (CRAS) prepared as part of Phase 2A of this project. A case study report presents the project improvements and all available documentation pertaining to the significance and characteristics of the identified historic

PHASE 2B

resources. The focus of the report is the discussion of any and all effects that the project improvements will have on the resources. During the assessment of effects, the Criteria of Adverse Effect established by the Section 106 regulations will be applied to the historic resources, and both primary and secondary impacts to the resource will be evaluated. This report serves as the preliminary documentation for determining potential effects and mitigation measures. Components of the report includes a description of the project improvements and its benefits, historical context, description of *NRHP* properties, discussion of potential effects to the historic properties, and a description of measures proposed to mitigate adverse effects.

5.3 Memorandum of Agreement

If significant resources are affected as part of this project, a memorandum of agreement (MOA) will be prepared. The CONSULTANT will develop stipulations for mitigation and other strategies based on input from agencies and involved parties. The MOA will be with such clarity that it will not be subject to misinterpretation when later executed.

5.4 Meetings

Meetings specific to the Section 106 consultation will take place during the course of this project. Cultural resources meetings are anticipated. Minutes from the meeting will be provided.

Deliverable: Section 106 Determination of Effects Case Study Report

6.0 ENVIRONMENTAL ASSESSMENT/ALTERNATIVES ANALYSIS REPORT

A first Draft EA/AA will be prepared and circulated for internal review and comments by the FTA (or other designated lead federal agency), SFRTA and FDOT. Comments received for the first Draft EA/AA will then be incorporated into a second Draft EA/AA.

A second Draft EA/AA will be prepared and circulated for internal review and comments by the FTA (or other designated lead federal agency), SFRTA and FDOT prior to finalizing the Draft EA/AA for public distribution. SFRTA's CONSULTANT will prepare an EA distribution list, prepare appropriate notice of EA/AA availability announcements and be responsible for the document production.

A public hearing will be held during the EA/AA review and comment period.

Upon closure of the Draft EA/AA review and comment period, the project team will work with SFRTA, FDOT and FTA (or other designated lead federal agency) in preparing the Final EA/Request for Finding of No Significant Impact (FONSI) documentation. Included in the Final EA/AA will be responses to substantive comments, changes to the alternative/impacts as a result of the EA/AA review, definition of the preferred alternative and final mitigation measures.

PHASE 2B

Deliverable: First DRAFT, Second DRAFT, and FINAL EA/AA Document

7.0: FINANCIAL STRATEGIES

7.1 Financial Plan

A financial plan documenting eligible funding opportunities from federal and/or state source(s), or any other potential funding sources will be prepared.

Deliverable: Evaluation/Recommendation of Funding Sources.

8.0 PROGRAM MANAGEMENT

This task covers the overall project management requirements, progress reports, and reporting requirements with SFRTA staff during the course of this study. The following will occur.

1. Progress meetings will occur every month.
2. Monthly invoices and progress reports will be submitted.

Deliverable: Periodic progress reports, progress meeting minutes, and, invoices.

SCHEDULE OF TIME TO COMPLETE ASSIGNED TASKS

It is anticipated that this project will require approximately twenty-four (24) months to be completed after Notice to Proceed (NTP).

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014
AGENDA ITEM REPORT

Consent Regular

SECOND AMENDMENT TO FUNDING AGREEMENT WITH
CITY OF OPA-LOCKA FOR
SHUTTLE BUS SERVICES (SOUTH ROUTE)

REQUESTED ACTION:

MOTION TO APPROVE: Second Amendment to the Funding Agreement between South Florida Regional Transportation Authority (SFRTA) and City of Opa-locka for community shuttle bus service on the Opa-locka South Route.

SUMMARY EXPLANATION AND BACKGROUND:

On January 28, 2011, the SFRTA Board approved an Interlocal Agreement (Agreement) with City of Opa-locka (City) for Community Shuttle Bus Services on the Opa-locka South Route. The Agreement provides an option for two additional one (1) year extensions. The First Amendment was exercised between the parties on February 22, 2013, and the parties now wish to exercise the second one year extension.

The Opa-locka South Route will continue to be funded by a Job Access Reverse Commute (JARC) grant from the Federal Transit Administration (FTA) which will fund 50% of the \$378,950 annual total project cost. Under the Second Amendment, the City and SFRTA will each continue to contribute 25% towards the operating costs of the shuttle bus route. The City Commission is scheduled to approve the Second Amendment on February 26, 2014.

(Continued on Page 2)

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

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

FISCAL IMPACT: Funding is available in SFRTA's Operating Budget for Fiscal Year 2013-14

EXHIBITS ATTACHED: Exhibit 1 - Second Amendment to Funding Agreement with City of Opa-locka for Shuttle Bus Services
Exhibit 2 - Existing Route Alignment

SECOND AMENDMENT TO FUNDING AGREEMENT WITH
CITY OF OPA-LOCKA FOR
SHUTTLE BUS SERVICES (SOUTH ROUTE)

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Over the past two years, ridership on the Opa-locka South Route has grown significantly (97% more passengers in 2013 than in 2011) and has the full support of the City. The Opa-locka South Route will continue to provide transit access to/from the Opa-locka Tri-Rail Station and a number of local businesses and institutions, including, but not limited to: Miami-Dade College - North Campus, local elementary schools, banking centers and shopping centers.

The Second Amendment provides for shuttle bus service through February 28, 2015.

SECOND AMENDMENT TO FUNDING AGREEMENT WITH
CITY OF OPA-LOCKA FOR
SHUTTLE BUS SERVICES (SOUTH ROUTE)

Recommended by:  2/21/14 Approved by:  2/20/14
Department Director Date Contracts Director Date

Authorized by:  2/21/14 Approved as to Form by:  2-21-14
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
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

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

THIS SECOND AMENDMENT TO THE FUNDING AGREEMENT is made and entered into this ___ day of _____, 2014, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, (hereinafter referred to as the “**SFRTA**”), and the CITY OF OPA-LOCKA (hereinafter referred to as “the **CITY**”).

WITNESSETH:

WHEREAS, on January 26, 2011, **SFRTA** and the **CITY** entered into an agreement for purposes of defining the parties’ funding obligations, responsibilities and roles regarding the establishment of bus service to connect with the Opa-Locka Tri-Rail Station; and

WHEREAS, the term of the Agreement was for (2) years and the **CITY** had granted to **SFRTA** the option to renew the term of the Agreement for two (2) additional one (1) year periods; and

WHEREAS, the **SFRTA** Governing Board approved the exercise of the first one (1) year renewal option (the “First Renewal Term”) by Board action taken on February 22, 2013; and

WHEREAS, the **CITY** and **SFRTA** wish to amend the Agreement to renew it for the second of two (1) year renewal terms (the “Second Renewal Term”); and

WHEREAS, the **CITY** has agreed to fund 25% (\$94,737.50) of the Total Project Cost as its share of the local match required to obtain funding under the Federal Transit Administration’s Job Access and Reverse Commute (“**JARC**”) program for the Second Renewal Term; and

WHEREAS, the parties desire that this Second Amendment to the Funding Agreement (“Second Amendment”) shall relate back to February 13, 2014, and that the Agreement be reinstated and continued for an additional one (1) year period without interruption nor lapse in its term or effect, in accordance with the provisions of this Second Amendment;

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

1. The statements set forth in the Whereas clauses to this Second Amendment are true and correct and made a part of this Second Amendment.
2. That Sections 3.1 and 3.2 of the Agreement is amended to provide as follows:

3.1 Local Matching Share. The **CITY** shall pay **SFRTA** for the Second Renewal Term of the Shuttle Bus Service in the amount of \$94,737.50 as its share of the JARC program's required 50% local match. **SFRTA** shall contribute \$94,737.50 from **SFRTA** funds as its share of the JARC program's required 50% local match for the Second Renewal Term.

3.2 JARC Fund Contribution. **SFRTA** shall contribute JARC funds in the amount of \$189,475 toward the net operating costs of providing the Shuttle Bus Service in the Second Renewal Term of the Agreement. **SFRTA** shall invoice **CITY** at the end of each monthly service period for 25% of the contractor's invoice amount. **CITY** shall pay invoices within thirty (30) days of receipt.

4. The provisions of this Second Amendment shall relate back and take effect on February 13, 2014, and the Agreement shall be continued, as amended herein, without interruption or lapse in its term or effect for an additional one (1) year period.

5. All of the provisions of the Agreement, except as amended herein, are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chairperson, duly authorized to execute same, and **CITY OF OPA-LOCKA**, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2014.

ATTEST:

CITY OF OPA-LOCKA

Date: _____

By: _____

Name:

Title: Mayor

City Clerk

Approved as to Form and Legal Sufficiency:

By: _____

City Attorney

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Date: _____

By: _____

Chair

Executive Director

(Affirm Corporate Seal)

(Seal)

Approved as to Form and Legal Sufficiency:

By: _____

Teresa J. Moore, General Counsel

Approved by City Commission on ____, 20____, Item # ____

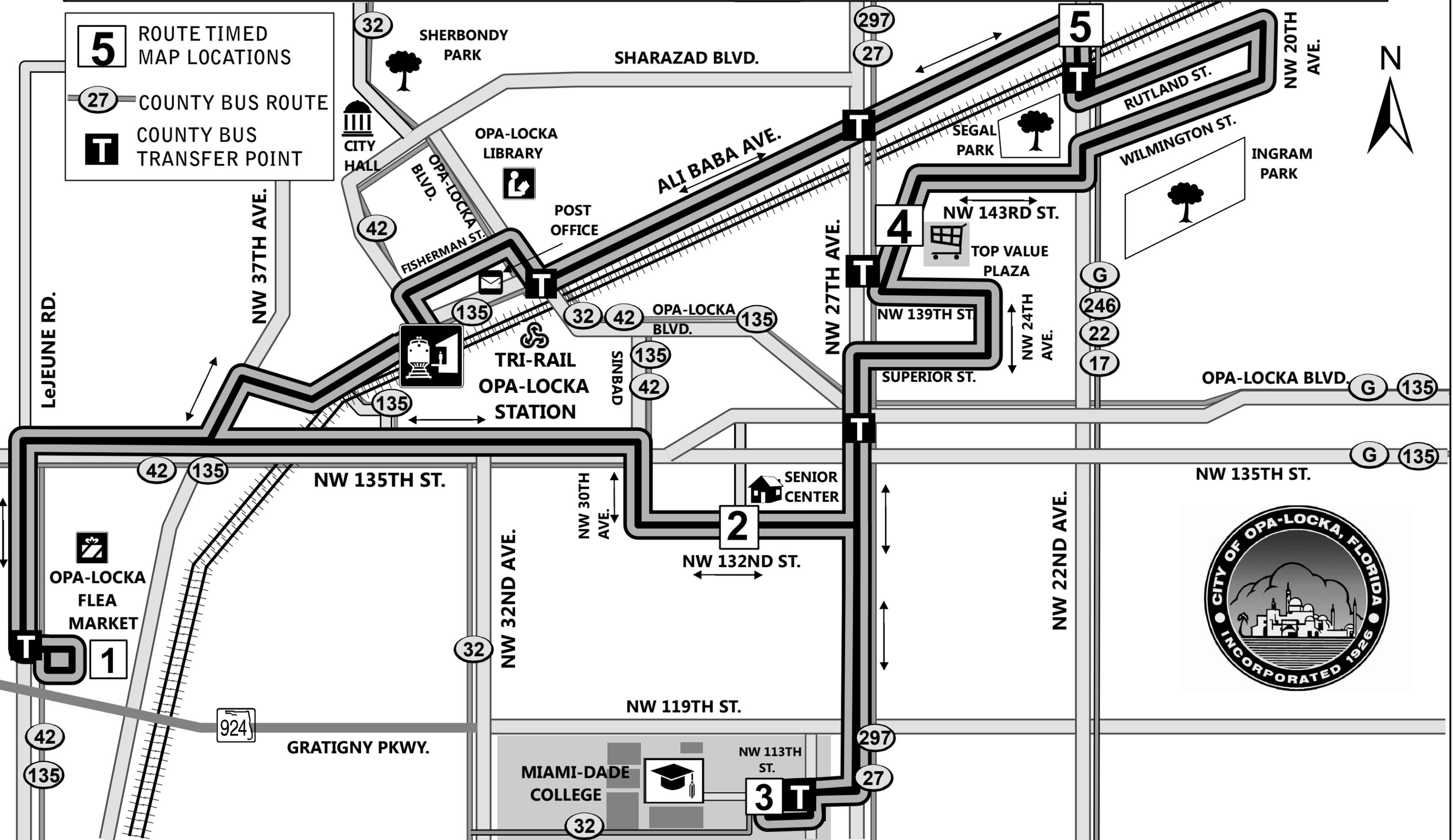
OPA-LOCKA STATION



OPA-LOCKA EXPRESS SOUTH LINK

Exhibit 2

- 5** ROUTE TIMED MAP LOCATIONS
- 27** COUNTY BUS ROUTE
- T** COUNTY BUS TRANSFER POINT



OPERATING AGREEMENT WITH
CITY OF FORT LAUDERDALE FOR COMMUNITY
BUS SERVICES “UPTOWN SHUTTLE LINK”

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

According to the latest onboard survey data, the Cypress Creek Tri-Rail Station ranks as the fifth busiest station in the Tri-Rail system. While SFRTA operates currently three Cypress Creek Tri-Rail shuttle bus routes during morning and afternoon peak periods, there is no shuttle bus service during the mid-day.

The City will reimburse the SFRTA 100% of the contracted rate for this service.

The grant is projected to cover total costs of approximately three years of service and the Uptown Shuttle Link is scheduled to be operational by March 1, 2014.

This Agreement was approved by the City on February 18, 2014.

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

Recommended by: *Dale J. Cas* 2/21/14 Approved by: *C. J. [Signature]* 2/20/14
Department Director Date Procurement Director Date

Authorized by: *Paul [Signature]* 2/21/14 Approved as to Form by: *Joseph [Signature]* 2-21-14
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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

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

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

WITNESSETH:

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

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

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

ARTICLE 1 – COMMUNITY BUS SERVICES

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

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties. The term of this Agreement shall be for one (1) year commencing on March 1, 2014 with an option to extend annually for a period not-to-exceed three (3) total years expiring no later than March 1, 2017

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

ARTICLE 3 – COMPENSATION

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

3.2 **SFRTA** shall invoice the **CITY** quarterly for bus operations provided in the prior three (3) months. All reimbursement requests shall be in a form acceptable to FDOT and shall include sufficient documentation of the expenses to meet the Transit Corridor Grant requirements for payment by FDOT so that the **CITY** may be reimbursed by the grant. The **CITY** shall pay properly documented invoices within forty-five (45) days from the date of receipt of an invoice. The **CITY** has thirty (30) days from date of receipt of an **SFRTA** invoice to review; accept or deny the invoice for any reason; and notify **SFRTA** in writing of specific deficiencies so that **SFRTA** may resubmit a corrected invoice to the **CITY**.

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

Governing Board and the **CITY's** obligation to purchase such service shall be contingent upon an annual appropriation of Transit Corridor Grant funds by FDOT and the **CITY's** Board of Commissioners.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

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

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

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

ARTICLE 5 – INSURANCE

5.1 **SFRTA** shall require its community bus contractor to carry liability and automobile insurance coverage with the same limits it requires for **SFRTA's** other shuttle bus routes or the limits required by the FDOT Transit Corridor Grant, whichever is greater. **SFRTA** will also require that its shuttle bus operations contractor name the **CITY** and FDOT as an additional insured on the contractor's insurance policies and provide the **CITY** with a certificate of insurance and Additional Insured Endorsement. **SFRTA** will require its contractor to provide updated certificates and endorsements to **CITY** annually on this Agreement's anniversary date.

ARTICLE 6 - TERMINATION

6.1 If through any cause within the reasonable control of **SFRTA**, **SFRTA** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, the **CITY** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default to avoid termination hereunder. **SFRTA** shall have thirty (30) days to cure said default or such additional period authorized by the **CITY**. In the event that **SFRTA** shall not have cured said default to the satisfaction of the **CITY** by such deadline, then this Agreement may be terminated by the **CITY** upon notice of termination to **SFRTA**.

6.2 If through any cause within the reasonable control of the **CITY**, the **CITY** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **SFRTA** may thereupon give written notice to

the CITY of such default and specify what actions must be taken to cure said default and avoid termination hereunder. The CITY shall have thirty (30) days to cure or additional period authorized by SFRTA. In the event that the CITY shall not have cured said default by such deadline, then this Agreement may be terminated by SFRTA upon notice of termination to CITY.

6.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time by giving thirty (30) days written notice to the other of its intent to terminate for convenience. In the event of a termination for convenience by either party, the CITY shall pay SFRTA for any shuttle bus operations performed up to the date of termination for which SFRTA has not been previously paid.

ARTICLE 7 – CHANGES AND MODIFICATIONS

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

7.2 Modifications to this Agreement must be made in the form of a written amendment signed by the CITY and SFRTA. The parties agree that route changes and annual adjustments in the Contract Rate provided for in this Agreement shall be considered modifications requiring a written amendment to this Agreement. SFRTA may not assign this Agreement to another party without prior written approval of the CITY.

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

ARTICLE 8 - NOTICES

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

For CITY:

City of Fort Lauderdale
Attn: Transportation & Mobility Director

For SFRTA:

South Florida Regional Transportation Authority
Attn: Director of Operations

100 N. Andrews Avenue
Fort Lauderdale, FL 33301

800 N.W. 33rd Street
Pompano Beach, FL 33064

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

with a copy to:
South Florida Regional Transportation Authority
Attn: General Counsel
800 NW 33rd Street
Pompano Beach, FL 33064

ARTICLE 9 – STATE LAW AND VENUE

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

ARTICLE 10 – FORCE MAJEURE

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

ARTICLE 11 – SUCCESSORS AND ASSIGNS

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

ARTICLE 12 – JOINT PREPARATION

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

ARTICLE 13- SOVEREIGN IMMUNITY

SFRTA and **CITY** each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort

for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

CITY OF FORT LAUDERDALE

Date: _____

Jonda Joseph, City Clerk

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

Approved as to Form and Legal Sufficiency:

By: _____
Cynthia Everett, City Attorney

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Date: _____

Jack Stephens, Interim Executive Director

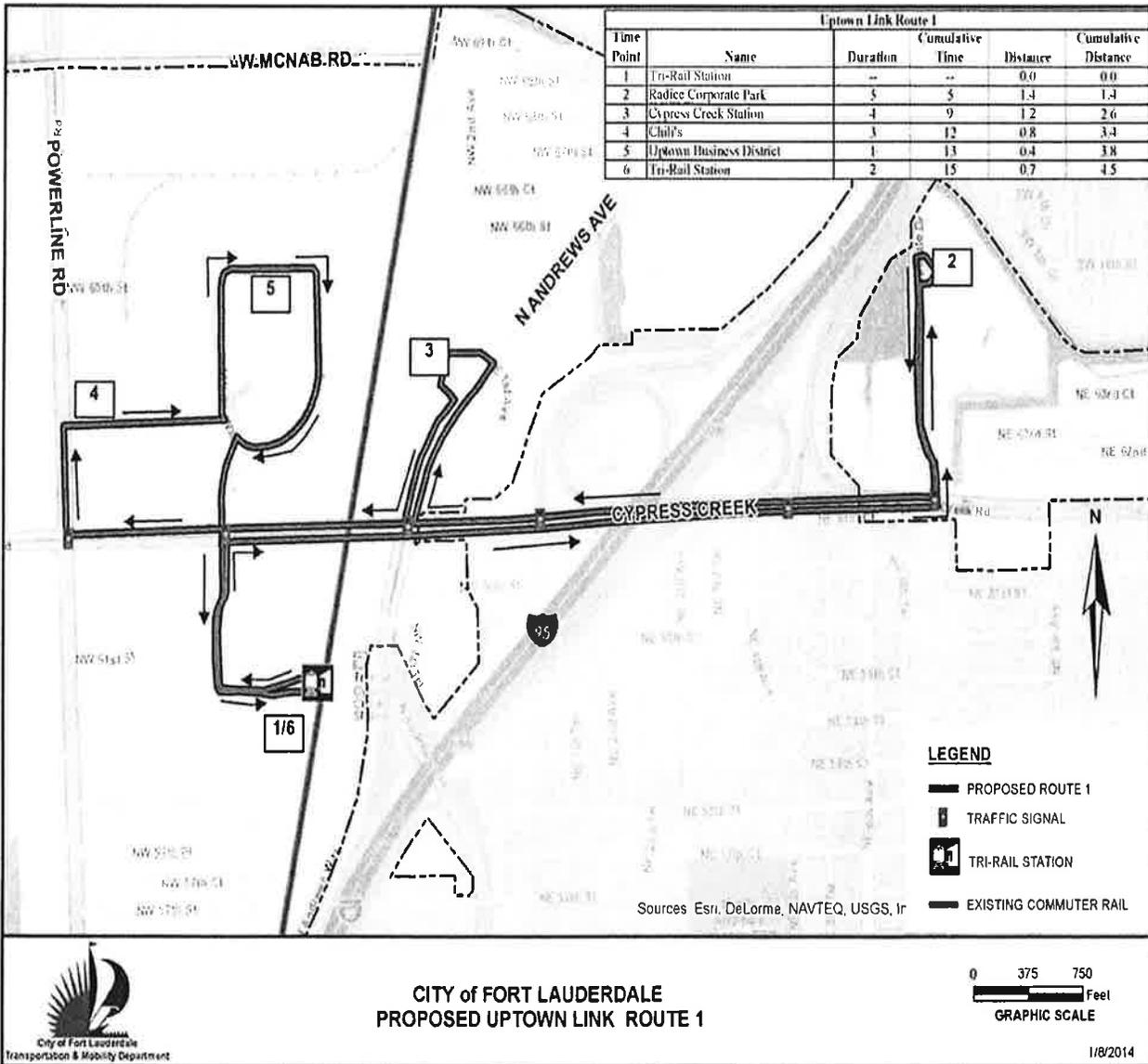
By: _____
Steven Abrams, Chair

Approved as to Form and Legal Sufficiency:

By: _____
Teresa J. Moore, General Council

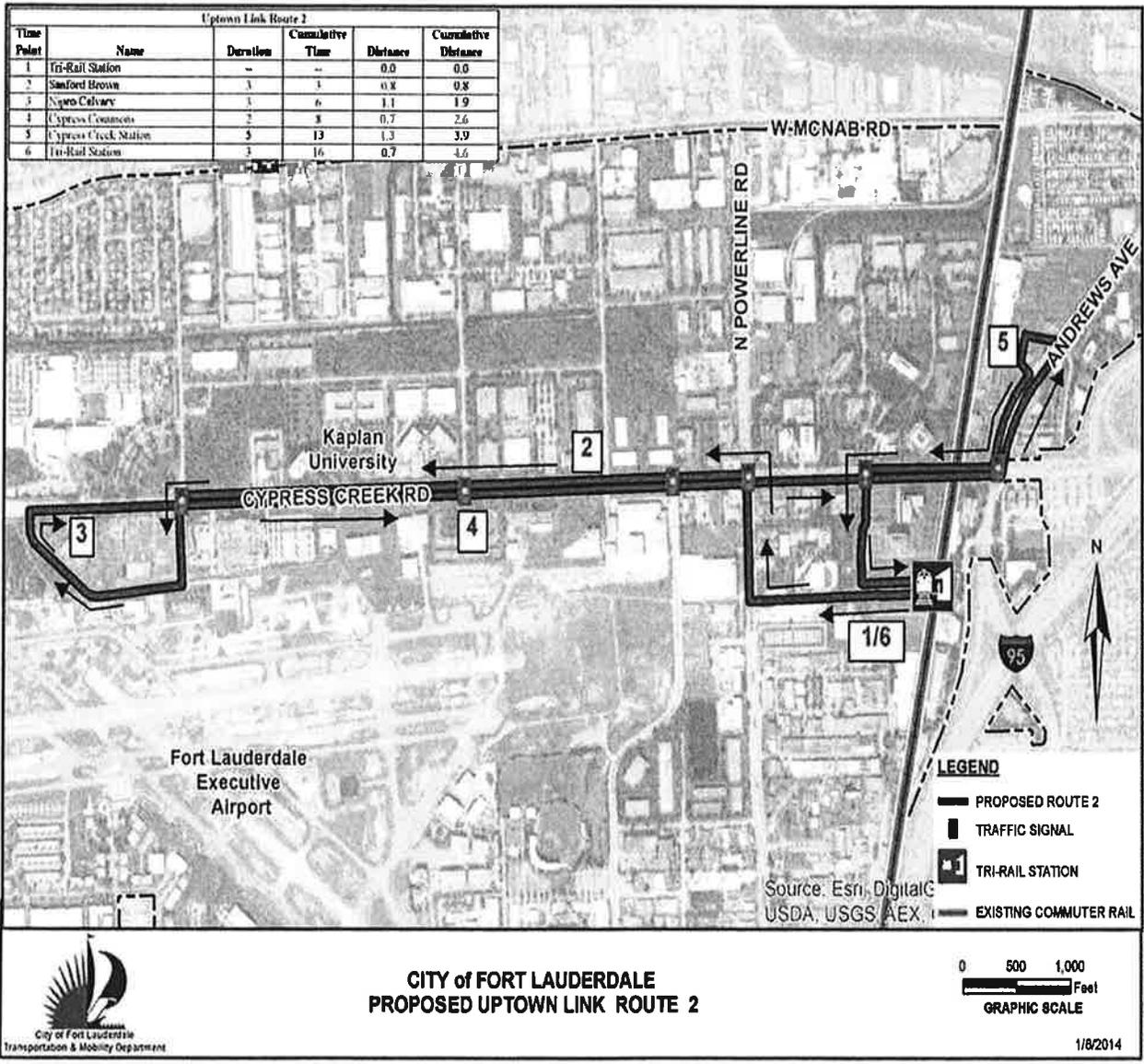
Approved by City Commission on ____, 2014, Item # _

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



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

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



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

EXHIBIT "B"
FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSIT CORRIDOR GRANT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-05
 PUBLIC TRANSPORTATION
 OGC - 9/13
 Page 1 of 14

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

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

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

hereinafter referred to as the Department, and City of Ft. Lauderdale

100 N. Andrews Avenue, Ft. Lauderdale FL

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

on or before 12/31/15 and this Agreement will expire unless a time extension is provided

in accordance with Section 18.00.

WITNESSETH:

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

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Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is

to grant one year of operating funds for shuttle service for new route connecting to Tri-Rail's Cypress Creek Road station to fill service gap approximately 10:00 a.m. to 3:00 p.m Monday-Friday, to relieve vehicular congestion.

The total amount may be supplemented for two additional years of operation funding contingent upon project performance and availability of funds;

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

11-19-13
CR-4

2.00 Accomplishment of the Project

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

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

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

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 181,773.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 181,773.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

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

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

6.00 Project Budget and Payment Provisions:

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

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

7.00 Accounting Records:

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

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

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

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

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

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

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

7.62 Audits:

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

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

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

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

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

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

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

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

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

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

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

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

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

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

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

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

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

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

A. The Department at each of the following addresses:

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

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

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

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

A. The Department at each of the following addresses:

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

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

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

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

8.00 Requisitions and Payments:

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

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

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

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

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

8.15 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

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

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

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

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

12.00 Contracts of the Agency:

12.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

12.20 Procurement of Personal Property and Services

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

12.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

14.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.00 Appropriation of Funds:

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

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

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/15. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the _____. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

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

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

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

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

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

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

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

25.00 E-Verify:

Vendors/Contractors:

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

26.00 Public Records:

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

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

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

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

AGENCY

FDOT

City of Ft. Lauderdale

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

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

Lance C. Hayes
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Gerry O'Reilly

Gerry O'Reilly
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

**See additional City signatures
on next page**

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

WITNESSES:

CITY OF FORT LAUDERDALE

Karenette A. Johnson
Karenette A. Johnson
Print Name

Celia Olmedo
Celia Olmedo
Print Name

By [Signature]
Mayor

By [Signature]
City Manager

(CORPORATE SEAL.)

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

Financial Project No. 434482-1-84-01

Contract No. AA44

Agreement Date 23 December 2013

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Ft. Lauderdale
100 N. Andrews Avenue, Ft. Lauderdale FL
referenced by the above Financial Project Number

PROJECT LOCATION

Broward County, FL

PROJECT DESCRIPTION:

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

SPECIAL CONSIDERATIONS BY AGENCY:

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

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

DELIVERABLES:

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Financial Project No. 434482-1-84-01

Contract No. AA44

Agreement Date 23 December 2013

EXHIBIT "C"
(GENERAL - with Safety Requirements)

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

Department of Transportation and City of Ft. Lauderdale

100 N. Andrews Avenue, Ft. Lauderdale FL

referenced by the above Financial Project Number

Reference statutes as applicable.

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

Safety Requirements

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

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

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

Financial Project No. 434482-1-84-01

Contract No. WPA44

Agreement Date 23 December 2013

EXHIBIT "D"

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

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

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

FEDERAL RESOURCES

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

STATE RESOURCES

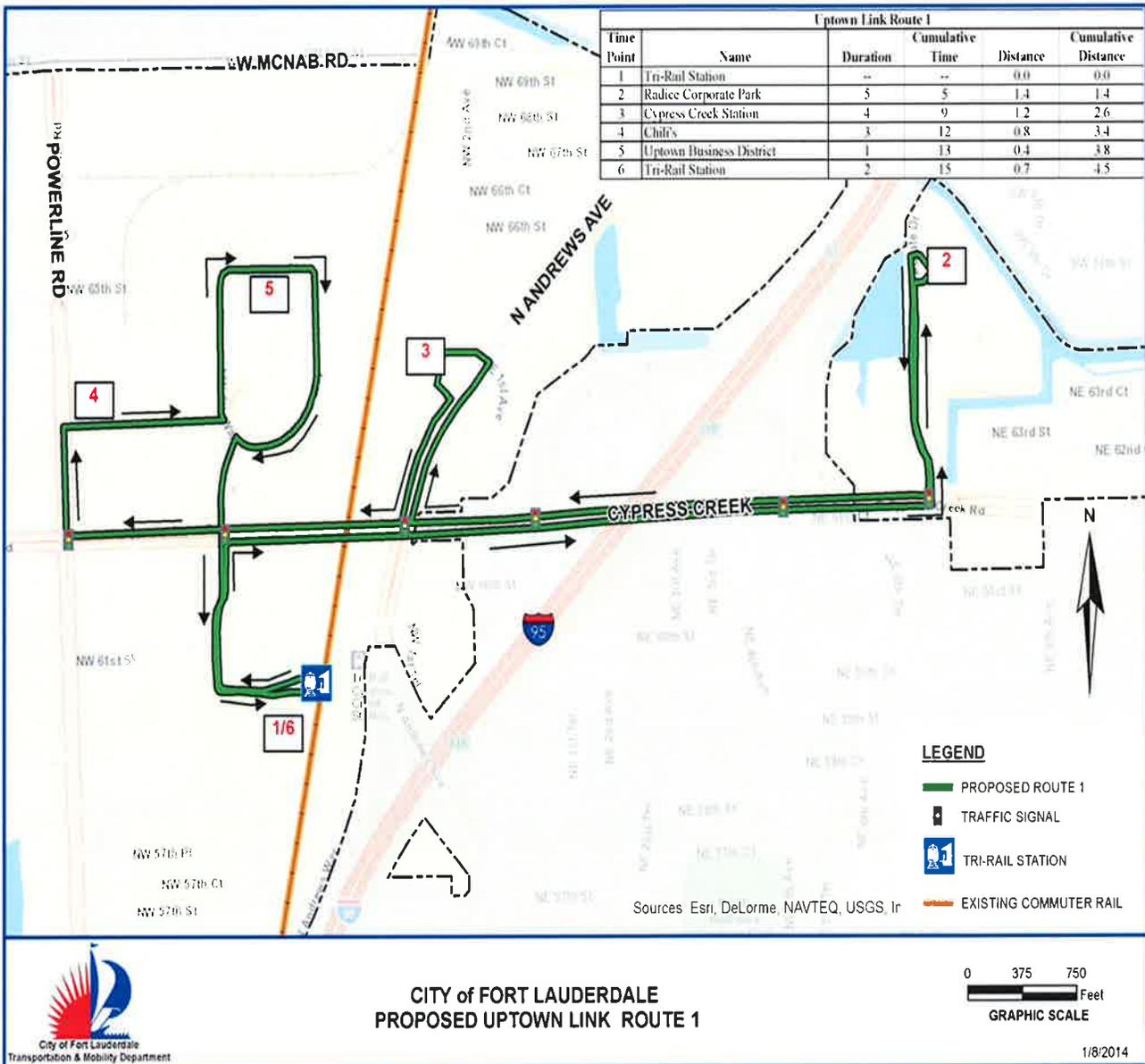
<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55013	\$181,773.00
<u>Compliance Requirements</u>		

Matching Resources for Federal Programs

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

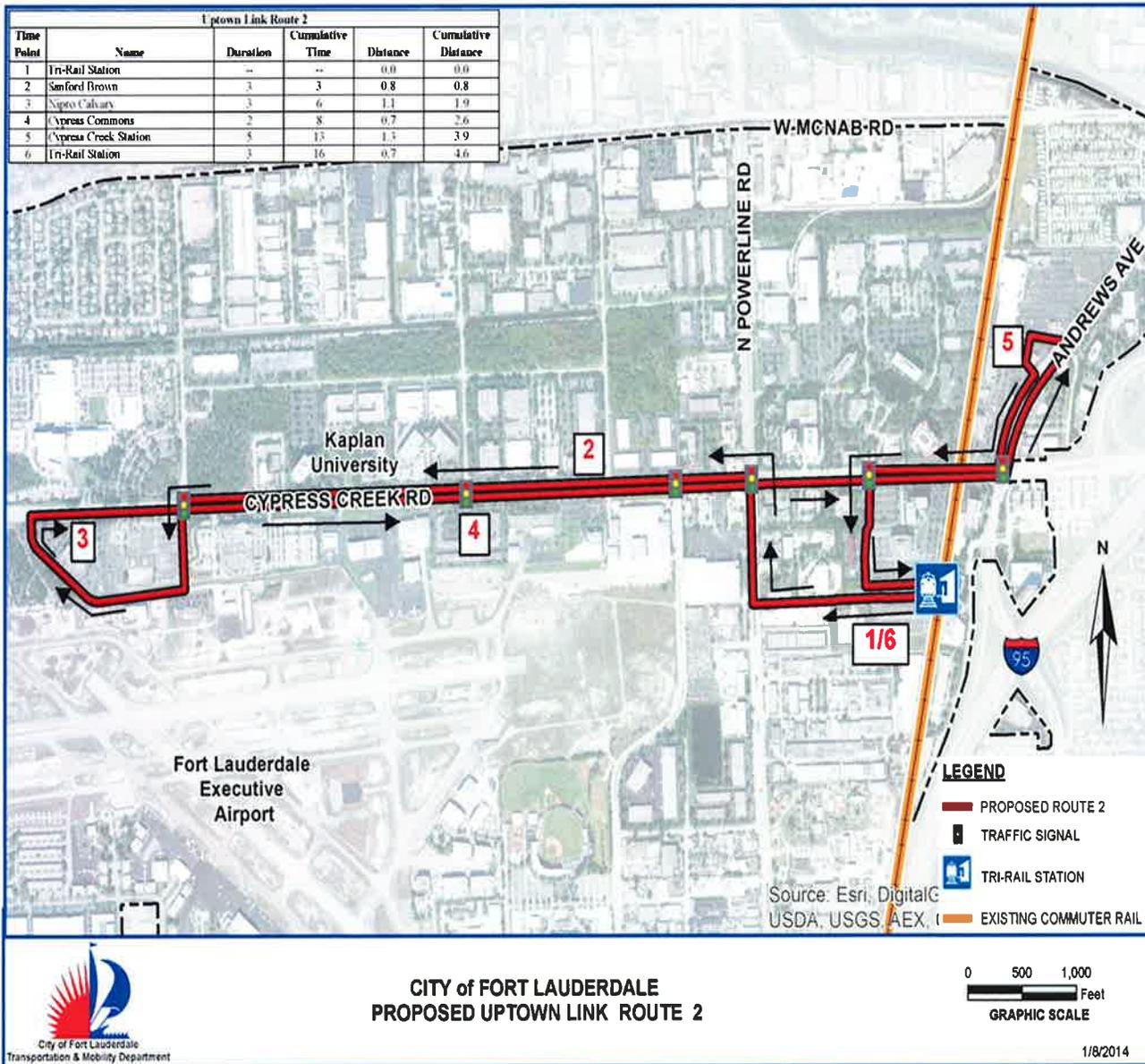
NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

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



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

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



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

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014

AGENDA ITEM REPORT

Consent Regular

LEGAL PURCHASE ORDER INCREASE FOR AAF/FECR ISSUES

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of an additional amount of \$50,000 for Kaplan, Kirsch & Rockwell LLP Purchase Order No. 14-000074 (“PO”) regarding AAF/FECR issues for a total PO not-to-exceed amount of \$100,000.

SUMMARY EXPLANATION AND BACKGROUND:

Kaplan, Kirsch & Rockwell LLP has a Purchase Order executed under General Counsel’s authority for ongoing legal issues relating to the negotiation of the All Aboard Florida (“AAF”)/Florida East Coast Railway (“FECR”) Agreement.

Pursuant to the SFRTA Procurement Policy, General Counsel shall seek Board approval for any matter in a fiscal year that exceeds \$50,000. General Counsel is requesting an increase of \$50,000, for a total PO maximum not-to-exceed amount of \$100,000.

Department: Legal
Project Manager: Teresa Moore
Bross

Department Director: Teresa Moore
Procurement Director: Christopher

FISCAL IMPACT: Funding is available in the Legal Department Operating Budget for Fiscal Year 2013-14

EXHIBITS ATTACHED: N/A

LEGAL PURCHASE ORDER INCREASE FOR AAF/FECR ISSUES

Recommended by: [Signature]
Department Director Date

Approved by: [Signature] 2/20/14
Contracts Director Date

Authorized by: [Signature] 2/21/14
Executive Director Date

Approved as to Form by: [Signature] 2-21-14
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
Nick A. Inamdar Yes No
James A. Scott Yes No
James A. Wolfe, P.E. Yes No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014

AGENDA ITEM REPORT

Consent Regular

INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

REQUESTED ACTION:

MOTION TO APPROVE: Interim Executive Director Employment Agreement between SFRTA and Jack Stephens.

SUMMARY EXPLANATION AND BACKGROUND:

At its January 24, 2014 meeting, the SFRTA Board appointed Jack Stephens as the SFRTA Interim Executive Director and directed Board Member Inamdar and SFRTA General Counsel to negotiate an employment agreement with Mr. Stephens and bring it to the February 28, 2014 Board meeting for the Board's consideration.

Department: Legal
Project Manager: N/A

Department Director: N/A
Procurement Director: N/A

FISCAL IMPACT: Funding is available in the Operating Budget for Fiscal Year 2013-14

EXHIBITS ATTACHED: Exhibit 1- Interim Executive Director Agreement

INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

Recommended by: [Signature]
Department Director Date

Approved by: [Signature]
Procurement Director Date

Authorized by: [Signature] 2/21/14
Executive Director Date

Approved as to Form by: [Signature] 2-21-14
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
 Nick A. Inamdar Yes No
 James A. Scott Yes No
 James A. Wolfe, P.E. Yes No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
INTERIM EXECUTIVE DIRECTOR
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this ___ day of 2014 by the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes (hereinafter called "SFRTA"),

AND

JACK STEPHENS, the Interim Executive Director of SFRTA (hereinafter called "EXECUTIVE DIRECTOR").

WITNESSETH

WHEREAS, the parties hereto believe that it would be mutually beneficial to have a contract of employment setting forth the agreements and understandings as to the EXECUTIVE DIRECTOR's employment with SFRTA;

NOW, THEREFORE, in consideration of the mutual covenants and promises that the parties set forth below, SFRTA and EXECUTIVE DIRECTOR agree as follows:

1. EMPLOYMENT OF EXECUTIVE DIRECTOR

SFRTA hereby agrees to employ Jack Stephens as EXECUTIVE DIRECTOR of the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY and Jack Stephens hereby accepts such employment upon the terms and conditions hereinafter set forth. The relationship set forth herein shall be that of employer-employee and EXECUTIVE DIRECTOR shall not be considered an independent contractor.

2. EMPLOYMENT TERM

The term of this employment agreement shall begin on the Effective Date and be valid until further action is taken by the SFRTA Governing Board.

3. COMPENSATION

SFRTA agrees to pay EXECUTIVE DIRECTOR and EXECUTIVE DIRECTOR agrees to accept from SFRTA the gross annual amount of Two Hundred Thirty-Nine Thousand and no/100 Dollars (\$239,000.00) (the "Base Salary) payable in bi-weekly equal installments during each month of the term of this Agreement. Payments shall be less any amounts required to be deducted or withheld from such installments for income

tax, social security, or other charges required by law or agreed upon by the EXECUTIVE DIRECTOR.

In the event of an annual flat percentage increase in all SFRTA employees' salaries ("Flat Increase"), the EXECUTIVE DIRECTOR shall receive the same Flat Increase of the Base Salary in one lump sum payment payable thirty (30) days following any such increase to employee's salaries.

In the event annual merit raises are provided to SFRTA employees, the EXECUTIVE DIRECTOR shall receive annually a percentage merit raise equal to the average percentage of merit raises available to all SFRTA employees multiplied by the Base Salary, e.g. if the range for merit raises is between 3-5%, the EXECUTIVE DIRECTOR shall receive a 4% merit raise ("Percentage Merit Raise"). The EXECUTIVE DIRECTOR shall receive the Percentage Merit Raise in one lump sum payment payable thirty (30) days following the approval of any such annual merit raise program for SFRTA employees.

There shall be no change to the Base Salary in the event either Flat Increases or Percentage Merit Raises are given to the EXECUTIVE DIRECTOR.

SFRTA shall provide the EXECUTIVE DIRECTOR with the additional SFRTA fringe benefits set forth in Exhibit A to this Agreement.

SFRTA shall pay for EXECUTIVE DIRECTOR to attend trade organization meetings, such as those held by the American Public Transportation Association ("APTA").

4. PERFORMANCE REVIEW

Upon thirty (30) days' notice to the Executive Director, the SFRTA Governing Board may elect to conduct a review of the EXECUTIVE DIRECTOR's performance and set goals and objectives for the position.

5. DUTIES

EXECUTIVE DIRECTOR agrees to devote his full time, attention, and best efforts to the performance of his duties hereunder in a competent and professional manner. Such duties shall include, but not be limited to, the following, on behalf of SFRTA, as amended or supplemented from time to time by the SFRTA Governing Board:

Assume and perform all duties and responsibilities of the office as set forth in the SFRTA Bylaws, Procurement Policy and Personnel Policies and Procedures, as they may be amended from time to time.

Assume and perform all duties and responsibilities customarily attendant upon said office.

Assume and perform such other reasonable responsibilities and duties consistent with the Office of the EXECUTIVE DIRECTOR as may be assigned to him from time to time by SFRTA's Governing Board.

Work directly under and report directly to the SFRTA Governing Board.

6. TERMINATION OF EMPLOYMENT FOR CAUSE

During the term of this Agreement, the SFRTA Governing Board may, at any time, terminate this Agreement for good cause. Termination must be by written notice clearly specifying the grounds forming the basis of the SFRTA Governing Board's decision to terminate the EXECUTIVE DIRECTOR and shall be effective immediately after delivery of the written notice to the EXECUTIVE DIRECTOR. The EXECUTIVE DIRECTOR may, at his sole option, request a hearing before the SFRTA Governing Board to appeal its decision.

For the purposes of this Agreement, "good cause" for termination by the SFRTA Governing Board shall be defined as any action constituting:

Misfeasance; i.e. the improper performance of a job responsibility that is required of the EXECUTIVE DIRECTOR.

Malfeasance; i.e. carrying out an act that the EXECUTIVE DIRECTOR is prohibited from doing pursuant to this Agreement, SFRTA Bylaws, Personnel Policies and Procedures, or Procurement Policy, as they may be amended from time to time, or specific direction of the Board.

Nonfeasance; i.e. the omission of an act that the EXECUTIVE DIRECTOR has a responsibility to do, pursuant to this Agreement, SFRTA Bylaws, Personnel Policies and Procedures, or Procurement Policy, as they may be amended from time to time, or specific direction of the Board.

Fraud, embezzlement, or willful violation of law.

7. TERMINATION WITHOUT CAUSE

During the term of this Agreement and any renewals, the SFRTA Governing Board may elect to terminate the EXECUTIVE DIRECTOR without specific grounds for termination by paying the EXECUTIVE DIRECTOR severance pay in cash (the "Severance Pay"). The Severance Pay shall be equal to a lump sum amount equivalent to the EXECUTIVE DIRECTOR's Base Salary and 457 Benefit (as defined in Exhibit A) that he would have been paid for: (a) the following three (3) month period, if the EXECUTIVE DIRECTOR has held the position for less than one (1) year, or (b) the following six (6) month period, if the EXECUTIVE DIRECTOR has held the position for one (1) year or more.

During the term of this Agreement and any renewals, the EXECUTIVE DIRECTOR may elect to terminate his employment without specific grounds for termination by providing the SFRTA Governing Board with sixty (60) days written notice.

8. INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law, regarding any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the EXECUTIVE DIRECTOR for an act or omission arising out of and in the scope of his employment or function, unless, in the case of a tort action, the EXECUTIVE DIRECTOR acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the SFRTA agrees: (a) to indemnify and hold harmless the EXECUTIVE DIRECTOR for any costs, fines, judgments, damages, and losses that the EXECUTIVE DIRECTOR incurs as a result of said civil action, subject to the exception noted below; and (b) to provide an attorney to defend said civil action.

Defense of such civil action includes, but is not limited to, any civil rights lawsuit seeking relief personally against the EXECUTIVE DIRECTOR for an act or omission under color of state law, custom, or usage, wherein it is alleged that the EXECUTIVE DIRECTOR has deprived another person of rights secured under the Federal Constitution or laws.

Legal representation of the EXECUTIVE DIRECTOR shall be by counsel selected by the SFRTA Governing Board and the defense shall be controlled by the SFRTA Governing Board, in consultation with the EXECUTIVE DIRECTOR.

However, as an exception to the indemnification and the hold harmless contained herein, any monies, including, but not limited to attorney's fees, and judgments, paid from public funds for the EXECUTIVE DIRECTOR who is then found to be personally liable by virtue of acting outside the scope of his employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the SFRTA in a civil action against the EXECUTIVE DIRECTOR.

9. HEALTH INSURANCE

Except as limited below, SFRTA shall provide the EXECUTIVE DIRECTOR, his spouse and his children ("Covered Parties") with the same or equivalent coverages and limits available under the then-current health insurance coverage program offered by SFRTA to SFRTA's Senior Management Employees ("SFRTA Health Insurance"), during the term of this Agreement. Should the Agreement be terminated for any reason, these benefits shall be provided at no cost to the EXECUTIVE DIRECTOR for an additional thirty (30) days following the termination.

10. EXPENSE REIMBURSEMENT

Upon submission of proper proof by the EXECUTIVE DIRECTOR, SFRTA will reimburse the EXECUTIVE DIRECTOR for all reasonable business expenditures paid or incurred by the EXECUTIVE DIRECTOR in the course of and pursuant to the business of SFRTA.

In addition, the EXECUTIVE DIRECTOR shall be provided with a corporate credit card for such purposes. The EXECUTIVE DIRECTOR shall not charge more than Two Thousand and no/100 Dollars (\$2,000.00) per month to the corporate credit card for such expenses. The Chair can approve an increase in this amount of up to \$3,000 per month.

11. EFFECTIVE DATE

The effective date of this Agreement shall be February 1, 2014 (the "Effective Date").

12. PREVAILING PARTY

In the event of any litigation regarding the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees, court costs, and any other related costs of litigation which may be awarded by the Court. The venue for any legal proceeding will be in Palm Beach, Broward or Miami-Dade County, Florida.

13. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed served if deposited in the United States mail, certified, return receipt requested, and addressed as follows:

To SFRTA:

South Florida Regional Transportation Authority 800
NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Attention: CHAIR

Copy to:

South Florida Regional Transportation Authority 800
NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Attention: General Counsel

To the EXECUTIVE DIRECTOR:

South Florida Regional Transportation Authority 800
NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Attention: EXECUTIVE DIRECTOR

or to such other address as the parties may from time to time give written notice of to the other parties.

14. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties hereto, and the same shall not be modified or altered except by another written agreement executed by each of the parties hereto. The fact that this Agreement has been prepared by counsel for one of the parties shall not affect or influence the interpretation of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, through its Chair, authorized by Board action on the day of _____, 2014.

SFRTA:

Witness:

By:

Steven Abrams, SFRTA Chair

Date: _____

APPROVED AS TO FORM:

Teresa J. Moore, General Counsel

EXECUTIVE DIRECTOR

Witness:

By:

Jack Stephens

Date: _____

EXHIBIT A
EXECUTIVE DIRECTOR
BENEFITS

Vacation

The EXECUTIVE DIRECTOR shall continue to: (a) receive the same annual leave benefits he currently receives as the SFRTA Deputy Executive Director which is four (4) weeks of annual leave provided in a lump sum amount at the beginning of each fiscal year; and (b) accrue annual leave in the same manner as other SFRTA employees. Upon termination of this Agreement, the EXECUTIVE DIRECTOR shall be entitled to receive a lump sum payment of the balance of his accrued annual leave.

Holidays*

9 Paid Holidays (same as all employees)

Personal Days*

2 days per calendar year (same as all employees)

Sick Days*

12 Sick days per year (same as all employees)

Retirement

SFRTA will make a contribution equal to the contribution it is required to make to the Senior Florida Retirement System, as mandated by law by the State of Florida, to a private retirement plan designated by the EXECUTIVE DIRECTOR (the "Plan") and shall provide a maximum of One Thousand Dollars (\$1,000.00) annually to manage the Plan.

SFRTA will also make an annual contribution equal to the maximum annual contribution permitted under federal law, as a percentage of the Base Salary, to an Internal Revenue Code 457 Deferred Compensation Plan (the "457 Benefit").

Vehicle

SFRTA shall make an SFRTA vehicle available to the EXECUTIVE DIRECTOR, with standard Florida tags, for his use during the term of the Agreement.

Insurance

Health Insurance

As set forth in Section 9 of the Agreement

Life Insurance

Same benefit as currently provided to all employees and shall also provide additional optional life insurance for three times the Base Salary if available under then current SFRTA insurance program.

Long Term Disability

Same benefit as currently provided to all employees.

* Or as otherwise set forth in the SFRTA Employee Policies and Procedures in effect from time to time.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014

AGENDA ITEM REPORT

Information Item Presentation

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND:

Since late 2011, South Florida Regional Transportation Authority (SFRTA) has worked with its partner agencies on plans to expand Tri-Rail service onto the Florida East Coast (FEC) Railway corridor in an accelerated manner. Now known as the “Tri-Rail Coastal Link” (TRCL), a regional partnership is pursuing an aggressive development schedule that would create significant new economic development opportunities, and offer an important new mobility option that would integrate with the existing Tri-Rail system to provide a one-seat ride between the region’s major downtowns.

At the September 28, 2012 SFRTA Governing Board meeting, the Chair stated that Tri-Rail expansion onto the FEC was a top priority and requested that frequent updates be provided to the Governing Board. As a result, a TRCL project update is now provided by SFRTA staff at every Governing Board meeting. These regular updates include information on various TRCL elements, including overall project information and details related to SFRTA’s key roles that were identified in the project’s Memorandum of Understanding (MOU). The MOU was unanimously approved by the Broward, Miami-Dade and Palm Beach Metropolitan Planning Organization (MPOs), South Florida Regional Planning Council (SFRPC), Treasure Coast Regional Planning Council (TCRPC), Southeast Florida Transportation Council (SEFTC) and SFRTA Governing Board; and signed by the Florida Department of Transportation (FDOT) in May 2013.

Numerous activities related to the TRCL project have occurred since the last Governing Board meeting on January 24, 2013. TRCL presentations have been given to various forums, on-going meetings of the TRCL committees and sub-committees have taken place, and coordination meetings between representatives of Florida East Coast Industries (FECI), FDOT, and SFRTA have been held.

(Continued on Page 2)

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

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

EXHIBITS ATTACHED: Exhibit 1 - TRCL Subcommittee Meeting Agendas
Exhibit 2 – Memorandum from Miami-Dade Board of County
Commissioners Chairwoman Rebeca Sosa
Exhibit 3 – TRCL Presentation to SFRTA Governing Board

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The following is a list of TRCL meetings that have occurred since the last SFRTA Governing Board meeting on January 24, 2014 along with brief sub-committee updates:

Presentation to Broward MPO Technical Coordinating Committee – January 26, 2014
Presentation to Broward MPO Community Involvement Roundtable – January 26, 2014
All Aboard Florida/TRCL Operations Coordination Teleconference – January 29, 2014
FECI-FDOT-SFRTA Corridor Access Meeting – January 29, 2014
All Aboard Florida/TRCL Operations Coordination Teleconference – February 12, 2014
Public Involvement & Outreach Sub-Committee (coordinated by RPCs) – February 18, 2014
Financial Sub-Committee (coordinated by SFRTA) – February 18, 2014
All Aboard Florida/TRCL Operations Coordination Teleconference – February 26, 2014

Public Involvement/Outreach Sub-committee:

The Public Involvement/Outreach Sub-Committee is responsible for public outreach activities as the TRCL moves forward. Topics discussed at recent meetings include an upcoming outreach and communications plan, formation of a corridor advocacy coalition, and necessary upcoming coordination with financial planning efforts.

Financial Sub-Committee:

The Financial Sub-Committee is responsible for the development of a financial and funding plan for the TRCL Project, including local contributions. The project team is currently performing a detailed analysis of funding options and strategies to support both capital and operating costs, some of which may require legislative action. Allocation of costs between the three counties/MPO areas was the main topic of discussion at the last sub-committee meeting.

Technical Sub-Committee:

The Technical Sub-Committee is responsible for all technical activities in support of the TRCL project. Recent progress of the Technical Sub-Committee includes development of an updated capital and O&M costs, continued refinement of operational and travel demand analyses, and discussion of necessary station planning activities.

The Technical Sub-Committee has also been utilized as a forum to summarize the various ongoing coordination efforts associated with FECI's All Aboard Florida (AAF) intercity passenger rail project. The AAF/Tri-Rail Coastal Link coordination includes workgroups focusing on four key areas: Stations (at the shared downtown Miami, Fort Lauderdale, and West Palm Beach locations); Structures (infrastructure needs for both projects); Operations (operational details for freight, inter-city, and commuter rail services); and Vehicle Layover/Maintenance Facilities (potential shared use of such facilities, particularly the Hialeah Yard). Activities for these separate workgroups have become more consolidated and coordinated, resulting in more comprehensive meetings and teleconferences being held in recent months. Recent meetings and teleconferences have focused on rail operations issues and the three downtown stations to be shared by the AAF and TRCL services.

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

Recommended by: BCross 2/21/14 Approved: [Signature]
Department Director Date Procurement Director Date

Authorized by: [Signature] 2/21/14 Approved as to Form: [Signature] 2-21-14
Executive Director Date General Counsel Date

Tri-Rail Coastal Link Financial Subcommittee Meeting Agenda

Date: Tuesday February 18, 2014, 2:00pm - 4:00pm
Location: SFRTA Training Room (Please plan to attend in person)

1. Brief Project Status Update
 - a. FECI/AAF – FDOT/SFRTA Update - Gerry
 - b. TRCL Operating Plan and Project Cost Estimates - Amy
 - i. Operating Plan Update
 - ii. Capital Costs Updates
 - iii. Operations and Maintenance Update
 - c. Financial Modeling Updates – Bill/Lowell
2. Discussion Items
 - a. Schedule of Key Activities (see chart provided with agenda)
 - b. Cost Allocation Decision-making (see items previously provided by Lorraine as follow up from the prior meeting)
3. Presentations
 - a. Charlotte Red Line Funding Approach – Mark and Katherine
 - b. Speak Up Broward Overview – Broward MPO
4. Next Steps – Activity in Next 60 to 90 days
 - a. Finalize Cost Allocation Methodology
 - b. Implement Local Regional Revenue Options Process for Decision-making
 - c. Update to Financial Models – Provided in March Meeting
 - d. FEC Coordination/Negotiations
5. Key Deliverables – Next 60 days
 - a. Draft Preliminary Finance Plans – March FSC Meeting
 - i. Draft materials for presentation to ESC April Meeting – March FSC Meeting
 - b. Local Funding Options
 - i. Overview Materials for Presentation to Decision-making Group – March FSC Meeting
6. Other Items

**Tri-Rail Coastal Link Financial Subcommittee
Meeting Agenda**

Date: Tuesday January 21, 2014, 2:00pm - 5:00pm
Location: SFRTA Training Room (Please plan to attend in person)

1. Brief Project Status Update
 - a. FECI/AAF – FDOT/SFRTA Update - Gerry
 - b. TRCL Operating Plan and Project Cost Estimates - Amy
 - i. Operating Plan Update
 - ii. Capital Costs Updates
 - iii. Operations and Maintenance Update
 - c. Financial Modeling Updates – Bill/Lowell
2. Discussion Items
 - a. Schedule of Key Activities (see chart provided with agenda)
 - b. Cost Allocation Decision-making (see items provided with the agenda)
3. Next Steps – Activity in Next 60 to 90 days
 - a. Implement Local Regional Revenue Options Process for Decision-making
 - b. Update to Financial Models – Provided in February Meeting
 - c. FEC Coordination/Negotiations
4. Key Deliverables – Next 60 days
 - a. Draft Preliminary Finance Plans – February FSC Meeting and update March FSC
 - i. Draft materials for presentation to ESC April Meeting – March FSC Meeting
 - b. Local Funding Options
 - i. Overview Materials for Presentation to Decision-making Group – February FSC Meeting
 - c. Revised Schedule FSC Key Activities – February FSC Meeting
5. Other Items

Tri-Rail Coastal Link
Technical Subcommittee Meeting
Wednesday, January 15, 2014 10:30 AM – 12 PM
FDOT – District 4, Conference Room District 4-DO2 Atlantic
Phone: 1-800-777-8961 Meeting ID: 991 877 951

AGENDA

1. Recent Key Activities
 - AAF meeting/teleconference 1/15/14

2. Upcoming Meetings (*list for reference only; only key action item discussions included in subsequent agenda items below*)
 - AAF/WPB Station Coordination to be confirmed - 1/16/14
(pending AAF/WPB)
 - Finance SubCommittee Meeting 1/21/14 (SFRTA Lead)
 - No Miami Beach – Council Meeting 1/21/14
 - Operations Plan Workshop to be confirmed - 1/22/14
 - BMPO TCC & CIR 1/22/14
 - Fort Lauderdale Station Coordination 1/23/14
 - MD MPO FTAC 1/29/14
 - Broward MPO Workshop 2/13/14
 - PI/Outreach SubCommittee 2/18/14 (TCRPC Lead)
 - BMPO Workshop (w/ RTA) 2/20/14
 - Technical SubCommittee Meeting 3/12/14
 - Steering Committee 4/09/14
 - Financial update to MD MPO 06/19/14

3. AAF Working Group updates (Status, Next Steps, Next meeting/teleconference)
 - Operations/Stations/Structures (FDOT Lead)
 - Operations Analysis
 - Fort Lauderdale/Miami/WPB station coordination
 - Parallel Infrastructure coordination
 - VMF (SFRTA Lead)
 - FDOT review of concept; Status of coordination with Central Office

4. Technical Areas:
 - Ridership/Operations
 - RTC modeling status – alternatives under evaluation/schedule update/Key issues
 - PBA
 - AC65 (version 11.1 anticipated 1/15/14)
 - Build Alternative segments
 - Full Build update not anticipated
 - SFRTA/FDOT operations meeting scheduled – tentative date 01/22/14
 - Operations plan results
 - Related costs
 - Station issues in operating plan
 - PSC operating plan documentation
 - Ridership update for station coordination

Financial/Cost Estimating

- Cost Estimates status –
 - PB MPO cost requests (anticipated 1/17/14)
- Cost update pending (AC65v 11.1 update)
- Financial Plan info for Miami-Dade MPO (early April for June MPO update; PSC to review in advance) - SFRTA

Engineering

- Quiet Zones/ FEC diagnostic review coordination (*standing agenda item*) - Next steps

Stations

- Fort Lauderdale coordination – Cypress Creek, 13th Street and 17th Street stations
- Hollywood Station (site plan/typical section)
- Oakland Park station
- Station Refinement Report and Report Update
 - a. Outstanding comments (none pending except Broward resolution); comment deadline was 11/22/13
- Parking Demand Analysis (support revised site plans and ROW determination/VE)
- Other requested municipal/stakeholder coordination?

Environmental

- CE (TIGER grant) submittal 11/22; FRA comments pending
- TRCL Pre-NEPA Coordination – survey/aerial/geotech data collection status
- COA Confirmation – update in ETDM needed

Other Project Development

- Pre-Project Development Report (FDOT comments due 1/17/14; submittal to SFRTA 1/14 for review; comments needed by 1/28/14)
- FTA request for Entry to Project Development (late February)
- Northwood/IRIS Design Status

5. New Action Items



MEMORANDUM

Rebeca Sosa

Chairwoman

BOARD OF COUNTY COMMISSIONERS

To: Honorable Steven L. Abrams,
Chair, South Florida Regional
Transportation Authority

Date: February 3, 2014

From: Rebeca Sosa, Chairwoman

Re: Tri-Rail Coastal Link Project

I am aware that the Tri-Rail Coastal Link service is among the most important projects currently being developed by the South Florida Regional Transportation Authority and its partners. However, I am concerned that Miami-Dade County will pay a disproportionately high amount for this project relative to the benefit and service our residents will obtain.

Therefore, I am respectfully requesting that a report be provided to the Board of County Commissioners detailing the project scope, the number of stations per county along this corridor, as well as the projected cost each county will contribute towards this project. This information will assist the Board in better understanding this project and the impacts it may have on our residents.

I look forward to your report and your leadership on this important issue.

cc: Honorable Carlos A. Gimenez, Mayor
Members, Board of County Commissioners
R.A. Cuevas, Jr., County Attorney
Christopher Agrippa, Director, Clerk of the Board



MEMORANDUM

Rebeca Sosa

Chairwoman

BOARD OF COUNTY COMMISSIONERS

To: Honorable Steven L. Abrams,
Chair, South Florida Regional
Transportation Authority

Date: February 3, 2014

From: Rebeca Sosa, Chairwoman 

Re: Tri-Rail Coastal Link Project

I am aware that the Tri-Rail Coastal Link service is among the most important projects currently being developed by the South Florida Regional Transportation Authority and its partners. However, I am concerned that Miami-Dade County will pay a disproportionately high amount for this project relative to the benefit and service our residents will obtain.

Therefore, I am respectfully requesting that a report be provided to the Board of County Commissioners detailing the project scope, the number of stations per county along this corridor, as well as the projected cost each county will contribute towards this project. This information will assist the Board in better understanding this project and the impacts it may have on our residents.

I look forward to your report and your leadership on this important issue.

cc: Honorable Carlos A. Gimenez, Mayor
Members, Board of County Commissioners
R.A. Cuevas, Jr., County Attorney
Christopher Agrippa, Director, Clerk of the Board

Tri-Rail Coastal Link



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

Monthly Project Status Report

SFRTA Board
February 28, 2014

Presented by: William L. Cross, P.E.

Getting Southeast Florida to Work



Tri-Rail Coastal Link

Getting Southeast Florida To Work



FEC Corridor Access Discussions



- Discussions began May 2013
 - AAF, FDOT and SFRTA
- Basic terms consistent with joint technical work of AAF, FDOT and SFRTA
- All parties agree to utilize shared Rail Traffic Controller (RTC) software to identify capacity constraints and capital improvements



Past two-years of effort based upon AAF Environmental documents and guidance to TRCL project team by AAF

Tri-Rail Coastal Link	TRCL Responsible for Incremental Capital Investments	Requires: 10 miles of Triple Track, Pompano Crossover and a second New River Bridge
All Aboard Florida 32 trains per day & 3 stations FECR Freight Future Reservation FECR Freight	AAF Responsible for Capital Investments	Requires: Double Track of Entire Corridor, Positive Train Control, and Stations.



FEC Corridor Access Meeting



- December 5, 2013 FDOT/SFRTA/AAF Meeting
- FDOT/SFRTA presented to AAF a comprehensive approach with key agreement terms based upon over six months of discussions
 - No fee proposal included



FEC Corridor Access Meeting January 29, 2014



- December 5, 2013 - SFRTA/FDOT provided their draft agreement to AAF
- January 28, 2014 - AAF responded with entirely new agreement that did not address many of the issues raised in the FDOT/SFRTA 12/5/13 draft agreement
 - No fee proposal included
 - AAF wants SFRTA/FDOT to assume 64 trains/30 minute headways daily in modeling to determine necessary TRCL infrastructure (as opposed to 32 trains/1 hour headways in federal environmental documents)
 - No requirement for PTC compatibility (SFRTA to pay for 50% of FECR locomotive PTC costs on FEC Corridor and wayside costs to be included in easement valuation)
- January 29, 2014 - FDOT/SFRTA/AAF Meeting
 - AAF committed to exchanging appraisals at next meeting (yet to be rescheduled)



Tri-Rail Coastal Link	Tri-Rail Coastal Link Not Feasible
All Aboard Florida 32 trains per day	All Aboard Florida 64 trains per day, six stations, 30 minute frequencies
FECR Freight Future Reservation	FECR Freight Future Reservation
FECR Freight	FECR Freight

1. Latest AAF proposal is **NOT** consistent with AAF Environmental Assessment submitted to FRA in support of RRIF loan
2. Direct competition with existing Tri-Rail services.



FEC Corridor Access Meeting January 29, 2014



- FDOT/SFRTA agreed to provide FRA, FTA and AAF a “non-compete” letter to facilitate the award of a \$1.6 Billion FRA Railroad Rehabilitation and Infrastructure Financing (RRIF) Loan to AAF.
- Meeting scheduled with FRA, FTA, AAF, FDOT and SFRTA in Washington, DC for February 12, 2014 was cancelled due to weather.



“Non-Compete” Letter



- SFRTA prepared and shared with FDOT and AAF a draft letter agreement that reflected the basic terms of a “non-compete” consistent with AAF, FDOT and SFRTA access discussions, on-going since May of 2013.
- SFRTA provided a draft letter agreement to AAF on February 6, 2014.



SFRTA's Proposed "Non-Compete" Terms



1. AAF operates up to 32 trains per day *
2. AAF is limited to three stations within the Palm Beach, Broward and Miami-Dade county region *
3. Tickets are at least two times the cost of a similar Tri-Rail fare for the same station pairs
4. AAF is required to install an interoperable Positive Train Control (PTC) system compatible with the South Florida Rail Corridor

* Consistent with AAF Environmental Document submitted to FRA in support of RRIF loan



AAF's Proposed "Non-Compete" Terms



1. No limit placed on number or frequency of AAF trains per day (their draft agreement says 64 trains/30 minute headways)
2. Allows for 6 AAF stations between WPB and Miami
3. No AAF fare restrictions
4. Requires SFRTA to open 18 stations before beginning service – AAF agreed that this number could be negotiated
5. If parties have not reached agreement for TRCL commuter rail service by end of RRIF loan repayment, no further AAF/FECR obligation to do so.

Tri-Rail Coastal Link

Getting Southeast Florida To Work



Draft Finance Plan



Draft Finance Plan



- Substantial progress identifying opportunities and challenges
- FDOT has finished capital cost updates
- Access fee is key missing element
- Draft Finance Plan presentation at March 2014 SFRTA Board



Questions & Answers



MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CONSTRUCTION OVERSIGHT COMMITTEE MEETING
FEBRUARY 6, 2014

A meeting of the South Florida Regional Transportation Authority (SFRTA) Construction Oversight Committee was held at 1:30 p.m. on Thursday, February 6, 2014 in Conference Room #102 of SFRTA's Administrative Offices, located at 800 NW 33rd Street, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT:

Jim Cummings, Board Member

ALSO PRESENT:

Frank Frione, SFRTA Board Member
Nick Inamdar, SFRTA Board Member
Jack Stephens, Interim Executive Director, SFRTA
Bill Cross, Director of Planning & Capital Development, SFRTA
Dan Mazza, Director of Engineering, SFRTA
Chris Bross, Director of Procurement, SFRTA
Diane Hernandez-DelCalvo, Director of Administration, SFRTA
Loraine Cargill, Manager of Planning & Capital Development, SFRTA
Alex Crespi, Architects International, Inc.
Juan Crespi, President, Architects International, Inc.
Gregory Kyle, Vice President Kimley-Horn and Associates, Inc.
Mark Rickards, Associate, Kimley-Horn and Associates, Inc.
Stefano Viola, Associate, Kimley-Horn and Associates

CALL TO ORDER:

Ms. Cargill called the meeting to order at 1:45 p.m. and stated that this was a Public Meeting of the Construction Oversight Committee to discuss SFRTA's new Operation Center to be located at the Pompano Beach Tri-Rail Station.

Ms. Cargill stated she would like to take the meeting out of order to present the Information Item first followed by the Motion to Approve.

R-1: MOTION TO APPROVE: The relocation of SFRTA Operations Center to the Pompano Beach Tri-Rail Station west parcel and the construction of a parking structure on the east parcel.

I-1 PRESENTATION: SFRTA Operations Center at the Pompano Beach Tri-Rail Station – Entitlement, Development Options and Schedule

Mr. Rickards presented the item and discussed the zoning and entitlement issues, development options, parking requirements and development timeline related to both the east and west parcels at the station.

Mr. Stephens questioned whether all property owners within the Industrial Park will need to consent to the modification of the development order (to allow office use) in order for it to be approved.

Mr. Rickards confirmed that Yes, all property owners will need to consent to the modification of development order.

Mr. Cummings requested a list of all property owners within the Industrial Park and requested that list to be provided to all SFRTA Board Members present.

Mr. Frione inquired about the soil condition of the east and west parcels and requested geotechnical reports for both parcels be provided to all SFRTA Board Members present.

Mr. Cummings requested that consultant work with SFRTA to accelerate the development timeline with the goal of completing construction at the ProLogis lease expiration date or shortly thereafter.

Mr. Cummings commented that the Operations Center could be constructed from functional pre-cast building materials designed with an appropriate office use to serve SFRTA needs.

Mr. Cummings, Mr. Frione and Mr. Inamdar discussed the various development options for locating the Operations Center and a corresponding Parking Structure on either the east or west parcels at the station. All agreed that Option B was the best option to pursue. Option B provides for both the Operations Center and the Parking Structure to be located on the east parcel of the station.

Mr. Cummings approved Option B as presented.

ADJOURNMENT:

The meeting was adjourned at 2:30 p.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RTA MARKETING COMMITTEE MEETING OF JANUARY 15, 2014

The RTA Marketing Committee Meeting was held at 2:00 p.m., on Wednesday, January 15, 2014, at the SFRTA's Administrative Offices, 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT

Bobbie Crichton, (Chair) Miami-Dade Transit
Doris Williams, (interim primary member) Broward County Transit

COMMITTEE MEMBERS NOT PRESENT

Robyn Chiarelli, Florida Department of Transportation
Lili Finke, Palm Tran
Diane Hernandez Del Calvo, (Vice Chair) SFRTA/Tri-Rail

ALSO PRESENT

Irene Ferradaz, Miami-Dade Transit
Victor Garcia, SFRTA/Tri-Rail (alternate voting member)
Paula Girard, Palm Tran
Suzell Hopman, South Florida Commuter Services
Steve Rosenberg, SFRTA/Tri-Rail

CALL TO ORDER

The Chair called the meeting to order at 2:02 p.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

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

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 December 18, 2013

Mr. Garcia moved for approval of the Minutes of the December 18, 2013 Meeting. The motion was seconded by Ms. Williams.

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

- Ms. Chiarelli was not present therefore no update was given.

I2 – INFORMATION ITEM SOUTH FLORIDA REGIONAL TRANSIT MAP

- Ms. Crichton stated that Ms. Finke emailed a tentative map cover. Julio from MDT attached it as an example and Ms. Crichton emailed that to the Committee members too. She stated that these were just ideas of what could be done with the reverse of the map. These were place holders to show how features of the counties could be brought into the display part of the map. Ms. Williams liked the idea of a very recognizable location for each county appearing at the top of its column.
- Mr. Garcia stated that he felt the cover didn't match the look of the map. Ms. Crichton stated she will revisit the design and make it less vehicle-heavy and choose a "look" that features more people and destinations.
- Ms. Girard suggested that each agency email photos to Palm Tran which shows people boarding its buses and trains. Ms. Crichton stated that each agency will most likely be given to columns on the map reverse, to work with.

- The question arose as to whether one attraction should be highlighted per county, but Mr. Garcia suggested that Tri-Rail defers to the other three agencies (since these agencies' services would be used to get to the final destination), thus giving each agency three panels to work with.
- Ms. Finke stated that the map was text-heavy. Ms. Crichton suggested that each agency look at its county on the map to determine if anything could be eliminated. Mr. Garcia suggested removing the hospitals. It was also suggested that each agency review the locations chosen and remove the ones that are not a "must to see."
- Ms. Crichton set January 22 as the deadline for ideas and photographs from the Committee. She will incorporate changes and contact the Committee by January 29.

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 the Miramar park-and-ride has been given a 30-day extension before it will close on February 28. Seeking alternative locations.
- Service changed is starting on Sunday with route 18 splitting. Extensive ads and PSAs are being used to get the message out.
- Midday service on the Breeze will begin having 20-minute service.
- In talks with CAD AVL vendor for spring launch.
- Seeking the Board of Broward County Commissioners' approval for 2-way communication on Facebook and Twitter.
- Ms. Williams asked the other agencies' representatives if they have a policy for young children riding alone.

FLORIDA DEPARTMENT OF TRANSPORTATION

MIAMI-DADE TRANSIT

- Ms. Crichton stated that a notice to proceed was granted to the vendor responsible for the AVL CAD system with expected completion in 23 months, after which time all buses will have real-time capability.
- The Transit Development Plan (TDP) has been updated after much public involvement.

- Twitter and Facebook accounts are doing very well.
- Channel 7 gave MDT a good plug by saying that it was the best way to get to the airport.

PALM TRAN

- Ms. Finke stated that the new system map has arrived.
- Palm Tran has finished unveiling the “pink” bus for breast cancer awareness
- The South Florida Fair begins this weekend.
- Has been really busy with the Metro Mobility contract. Seeking a new vendor by 2014.
- Will be participating in the Susan B. Komen Walk.
- Will be attending the APTA Conference in New Orleans.

SOUTH FLORIDA COMMUTER SERVICES

No comments

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/ TRI-RAIL

- Mr. Garcia stated that January 8 was Tri-Rail’s 25th anniversary, which begins a month of celebratory events.
- On the actual anniversary date, staff was at every station to hand out prize entry cards for a chance to win an annual pass, Wizard of Oz tickets or a commemorative tee-shirt.
- On Friday, January 17, a luncheon will take place at the Westin Hotel Cypress Creek to honor present and past board members and to thank members of the business community who have championed Tri-Rail.
- On Saturday, January 25, Tri-Rail’s 6th annual signature family event, Rail Fun Day will take place at the Ft. Lauderdale Airport Station. Part of this event is South Florida Kids Got Talent in which 12 contestants selected by judges, have a sing-off for the best in show to take home a prize of \$500. 30 vendors are registered to participate. No extra trains will be added as in past years, as the event will be handled by regularly schedule trains due to schedule improvements allowing for more frequent trains. Children aged 12 and under ride free all day. The first 100 people who present a Tri-Rail ticket at the exhibition booth will receive a voucher for free food at Pollo Tropical.

ADJOURNMENT

The next meeting will take place on February 19, 2014 at SFRTA’s headquarters.

There being no further business, the meeting adjourned at 2:49 pm.

DRAFT MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
January 23, 2014 Thursday, CRM 102, @ 10:00 A.M.

The regular Meeting of the South Florida Operations Technical Committee meeting held on Thursday, January 23, 2014 at 10:00 A.M., SFRTA CRM 102, located at 800 NW 33 Street, Pompano, FL 33064.

Committee Members Present:

Brad Barkman, SFRTA, Vice Chair

Present via Media Communication Access

Nancy Roberts, CSX

Gerry Gawaldo, Palm Tran

Eric Zahn, MDT

Committee Members /Alternates Absent:

Robyn Chiarelli, FDOT, Chair

Peter Wolz, BCT

Jared Fried, BCT

Cheryl Boehm, CSX

Anthony Iovino, Nova

Ernest Nastari, Nova

Brian Weise, AMTRAK

Jim Udvardy, SFCS

Scott Aronson, Delray Beach

Others present:

Margaret Ferrara, SFRTA (minutes)

CALL TO ORDER

The Vice Chair called the meeting to order at 10:00 a.m.

MATTERS BY THE PUBLIC

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

CONSENT AGENDA

C1- Motion to approve the Minutes of Operations Technical Committee Meeting of September 26, 2013; no quorum present minutes will be brought to the next meeting.

REGULAR AGENDA

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

INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

1. **UPDATES/PRESENTATIONS**

SFRTA Selling Palm Tran tickets at WPB

- Palm Tran Agreement for the sale of ticket will go to the February board (Gerry will send a status report)
 - SFRTA Ticket agents at Pompano and WPB stations indicated passengers are giving feedback that Palm Tran and BCT drivers are asking for a transfer slip from train to bus, with people who have a paper ticket dated the same day getting off the train.
 - Similar to Palm Tran receipt for ½ fare
 - FDOT funding similar to easy pass between PT and Tri-Rail no new details
 - Moving ahead with the position to sell tickets after board approval
2. Fare System Interoperability - Robyn Chiarelli
- The Four Party Inter Local Agreement for MDT to operate the back office has been drafted and is currently being reviewed by BCT, MDT, SFRTA and Palm Tran.
3. Regional Express Bus Subcommittee
- The Regional Express Bus sub-committee has been meeting on a regular basis to address issues concerning the regional express bus service. The latest issue has been that the service has outgrown the Miramar Town Center Park & Ride Lot. The team has secured parking at three locations to replace the parking at the Miramar TC. The locations are: N Perry Airport, Miramar Regional Park, and Ansin Sportsplex. Next the sub-committee will focus on the 595 Express Operations Plan.
4. Agencies' updates:
- MDT – working on June lineup - maybe adding onto Route 150 to South beach from 30 minutes to 20 minutes - a grant will add an additional bus - 40 minute ride to the beach running four buses;
 - Coordinate Dade / Broward express service moving to Perry airport - there is a park n ride allowing riders more options.
 - SFRTA - MIC opening June 13 2014 all SFRTA trains will operate to the MIC
 - AMTRAK does not have a date to use MIC as yet –possibly 8-12 months from June date
 - New locos (7) seven on property ready for testing and service first one should be in service by March – 20 days after the next loco will go into service
 - Other testing -CSX will get back to Brad – must be on the weekends or at night (static and curve testing). Send information to Nancy Roberts. Simulate service between trains. Next weekend is the slip/slide test - still working on loco #1 to complete testing.
 - 12 locos will be on property by April - new locos will replace all of the old locomotives on every train set
 - Dispatch contract by end of 2014 @ FDOT for review and finalization
 - Dispatch product is Ansaldo
 - Maintenance of way (MOW) still in progress
 - N W 28th Street will have new signal design / will have automated signs to reroute traffic during AMTRAK crossings, it will be worked out before service begins
 - RFP's will be advertised with the scope of work – Brad will share the dispatch docs with Nancy for her comments and review there will be a large bidding pool and all will have questions and answer period that will cover all of the aspects of the bids
 - PALM TRAN – 22 days Palm Beach Outlet Mall opens up, expected 1,000 employees
 - Opening date Feb 14, 2014. PB Mall contact is Thomas Carabine @617.966.4823. Commission meeting is on the third Friday of the month.

Meeting adjourned. Next OTC meeting will convene on March 27, 2014.
 Dial In No: 1-888-305-2064 ~ Guest Code: 5656#

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ADA ADVISORY COMMITTEE MEETING OF NOVEMBER 12, 2013

The ADA Advisory Committee meeting was held at 2:00 p.m., on Tuesday November 12, 2013 in Conference Room 102 of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Ms. Deborah Byrnes, Broward MPO, Chair
Ms. Georgette Fabri, Palm Beach County
Mr. Lou Ferri, Palm Tran
Ms. Marie Jarman, SFRTA/Tri-Rail, Vice-Chair
Ms. Angela Morlok, Palm Beach MPO
Mr. Marcos Ortega, Miami Dade Transit

COMMITTEE MEMBERS ABSENT:

Mr. Steven D. Patterson, J.D., ADA Coordinator, Broward County
Mr. David Evans, Transportation Disadvantaged Board, Palm Beach County
Ms. Elizabeth Rockwell, Miami-Dade MPO

ALSO PRESENT:

Ms. Renee Matthews, SFRTA
Ms. Flavia Silva, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 2:15 p.m.

A quorum was not met.

The Chair stated that she is retiring from the Broward MPO and that Ms. Morlok is retiring from the Palm Beach County MPO in February 2014. The Chair recommended Lou Ferri as the next ADA Committee Chair however; due to a lack of quorum the election for the FY 2014 ADA Advisory Committee Chair and Vice-Chair was deferred to the next meeting.

Ms. Morlok inquired about the provisions to reach a meeting quorum. She questioned if a quorum is established by all Committee membership or the number of filled positions.

Ms. Jarman stated that a quorum is based on the membership make-up of the ADA Committee as per SFRTA's By-laws.

Ms. Jarman stated that she is currently writing letters to the Transportation Disadvantaged Boards, Broward MPO, Miami-Dade Transit and Broward County Transit requesting representatives to fill the vacant positions.

AGENDA APPROVAL – Additions, Deletions, Revisions

No action taken.

DISCUSSION ITEMS

None

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

None

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

C1 – **MOTION TO APPROVE:** Minutes of the ADA Advisory Committee Meeting of May 28, 2013

No action taken.

C2 – **MOTION TO APPROVE:** Minutes of the ADA Advisory Committee Meeting of September 24, 2013

No action taken.

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:** Election of ADA Advisory Committee Chair and Vice-Chair for Fiscal Year 2014

No action taken.

R2 – **MOTION TO APPROVE:** Tri-Rail West Palm Beach Station ADA Assessment Report

No action taken.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.
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None

REPORTS

Action not required, provided for information purposes only.
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A. CUSTOMER SERVICE REPORT

Ms. Jarman stated that from September 2013 through October 2013 there were no ADA related complaints.

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

B. OPERATIONS MONTHLY REPORTS

Ms. Jarman presented the Operations Monthly Report, which summarized the ridership numbers from September 2013 and October 2013; the reports also addressed on-time performance and reasons for the delays, if any. The reports are attached to the agenda on file.

Ms. Morlok asked if the ADA Boardings Report reflect the actual ADA discount ticket purchases. Ms. Jarman explained that the numbers contained on that report are actual counts provided by the train crew of passengers who board using the mini-high.

Ms. Matthews, Special Projects Director, explained to the ADA Committee that SFRTA tracks ticket purchases and would be able to provide a report that includes the number of ADA discount ticket sales. The report would be available at the next ADA Committee.

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

OTHER BUSINESS

None

ADA ADVISORY COMMITTEE MEMBER COMMENTS

None

ADJOURNMENT

The meeting was adjourned at 2:50 pm.

**Engineering & Construction
Monthly Progress Report
January 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. The 75% design plans will be submitted to the City of Opa-Locka for review and comment in March 2014..

**Engineering & Construction
Monthly Progress Report
January 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). Additional funds are being applied for to get the resources for the full project length. 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.

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.

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 February 28, 2014

JANUARY RIDERSHIP

Total monthly ridership for January has increased 5.7 % when compared to January of last year. Weekday ridership has increased by 3.5 % for January, while the average weekday ridership in January 2013 was 14,991 per day versus 14,480 per day for 2014. Total weekend ridership for the fiscal year has increased by 24.4 % when compared to last year. Total fiscal year ridership is up by 7.2%.

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

<u>Riders</u>	Actual January 2014	Actual January 2013	January '14 vs.'13 %	FY '14 Rider ship To Date	FY '13 Rider ship To Date	FYTD '14 vs '13 %
M-F	329,809	318,564	3.5%	2,160,824	2,064,706	4.7%
Saturday	26,714	21,733	22.9%	193,899	156,549	23.9%
Sunday	22,052	18,804	17.3%	168,890	135,118	25.0%
Holidays	5,495	4,312	27.4%	25,875	20,874	24.0%
	384,070	363,413	5.7%	2,549,488	2,377,247	7.2%

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

Chart 1 - SFRTA Riders and Revenue Trends

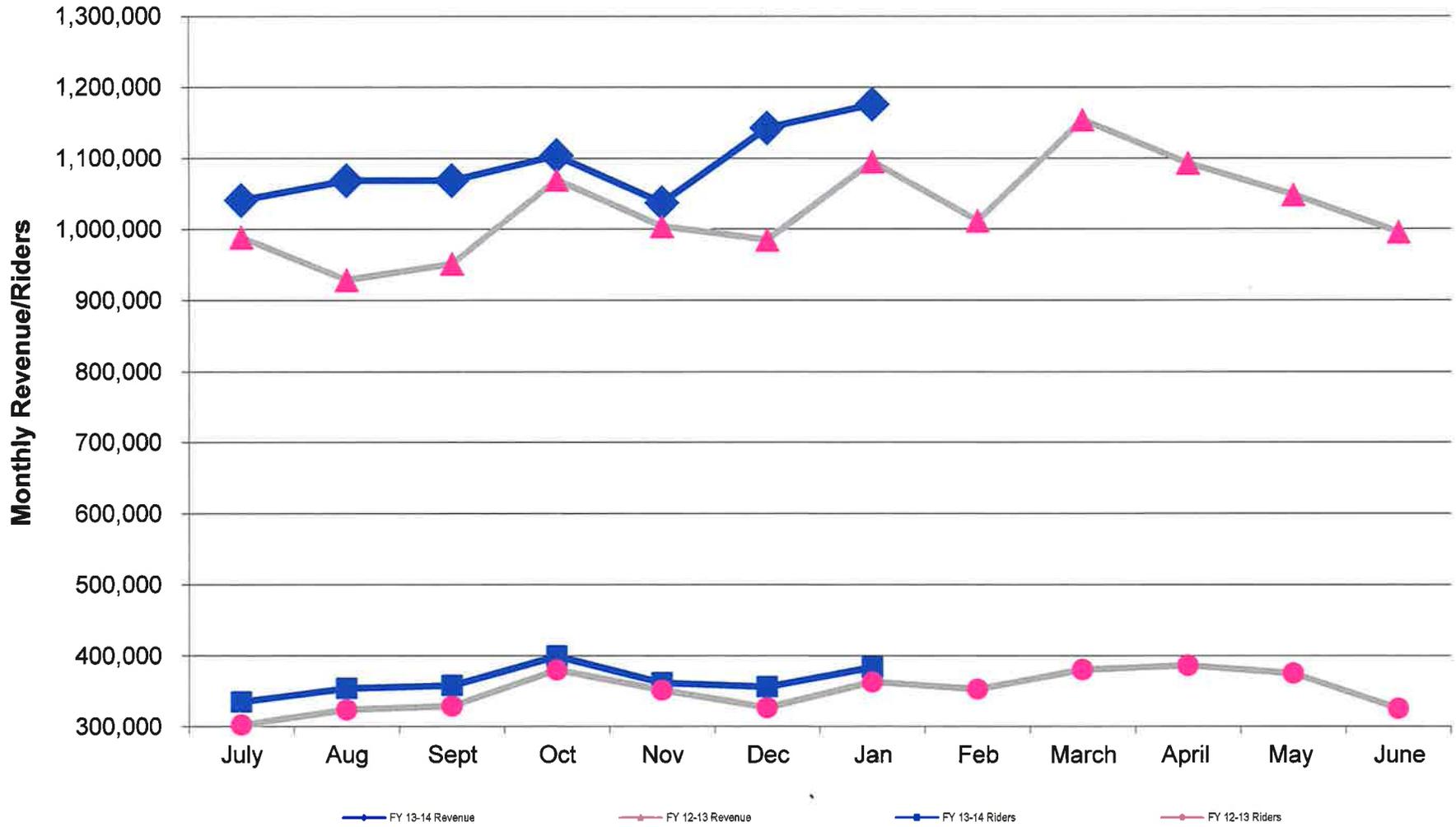


Chart 2 - SFRTA Riders

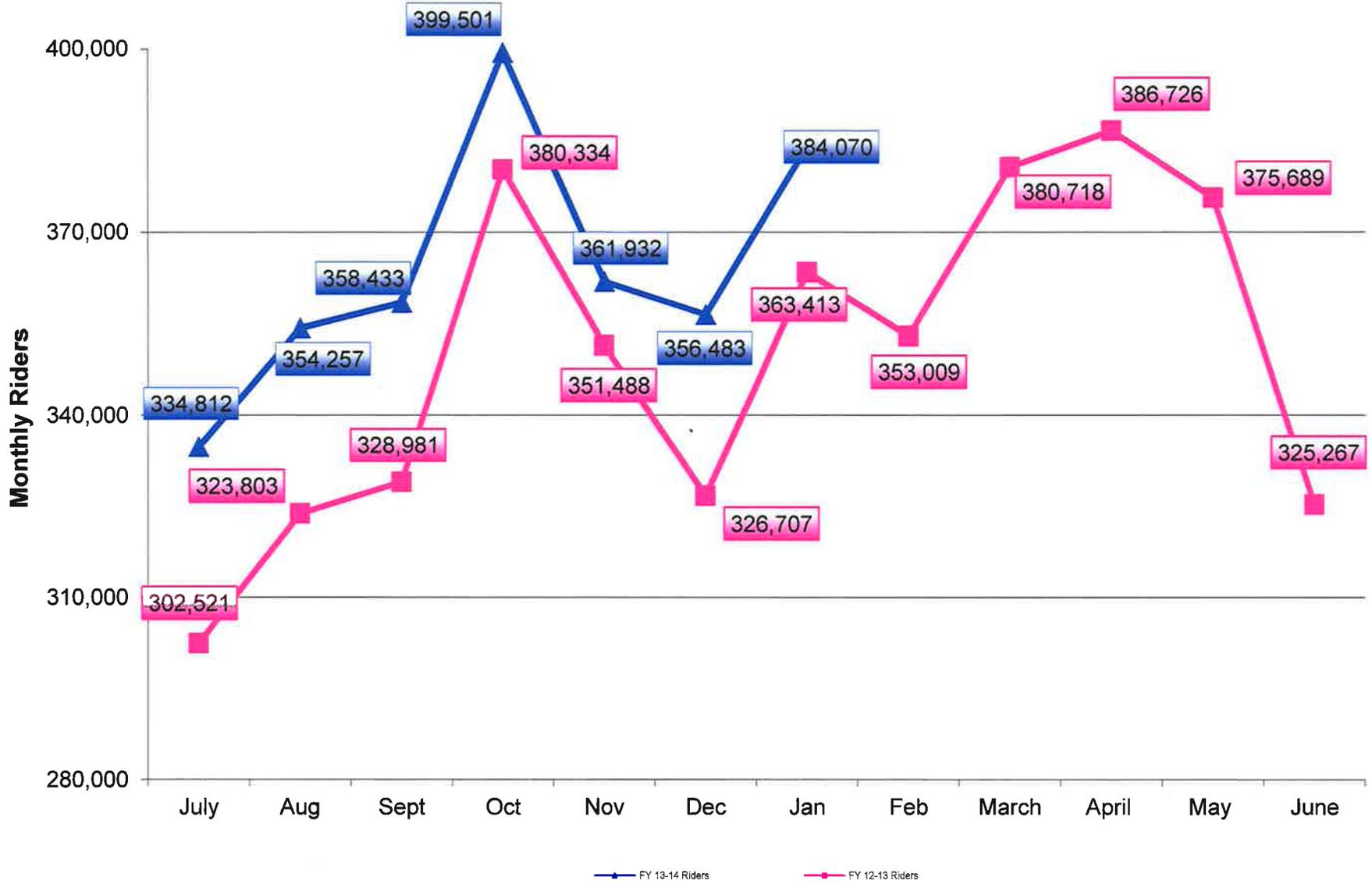
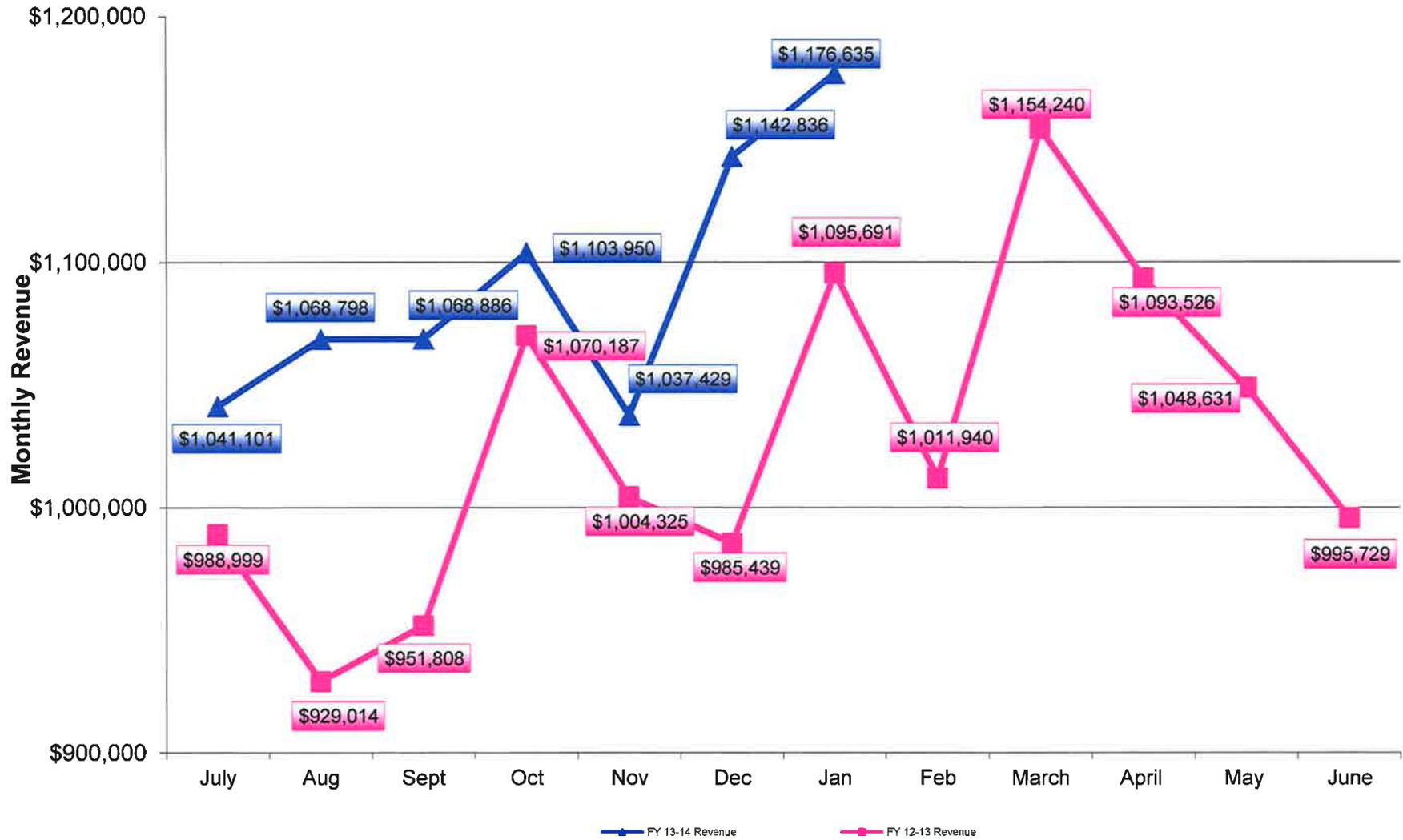


Chart 3 - SFRTA Revenue

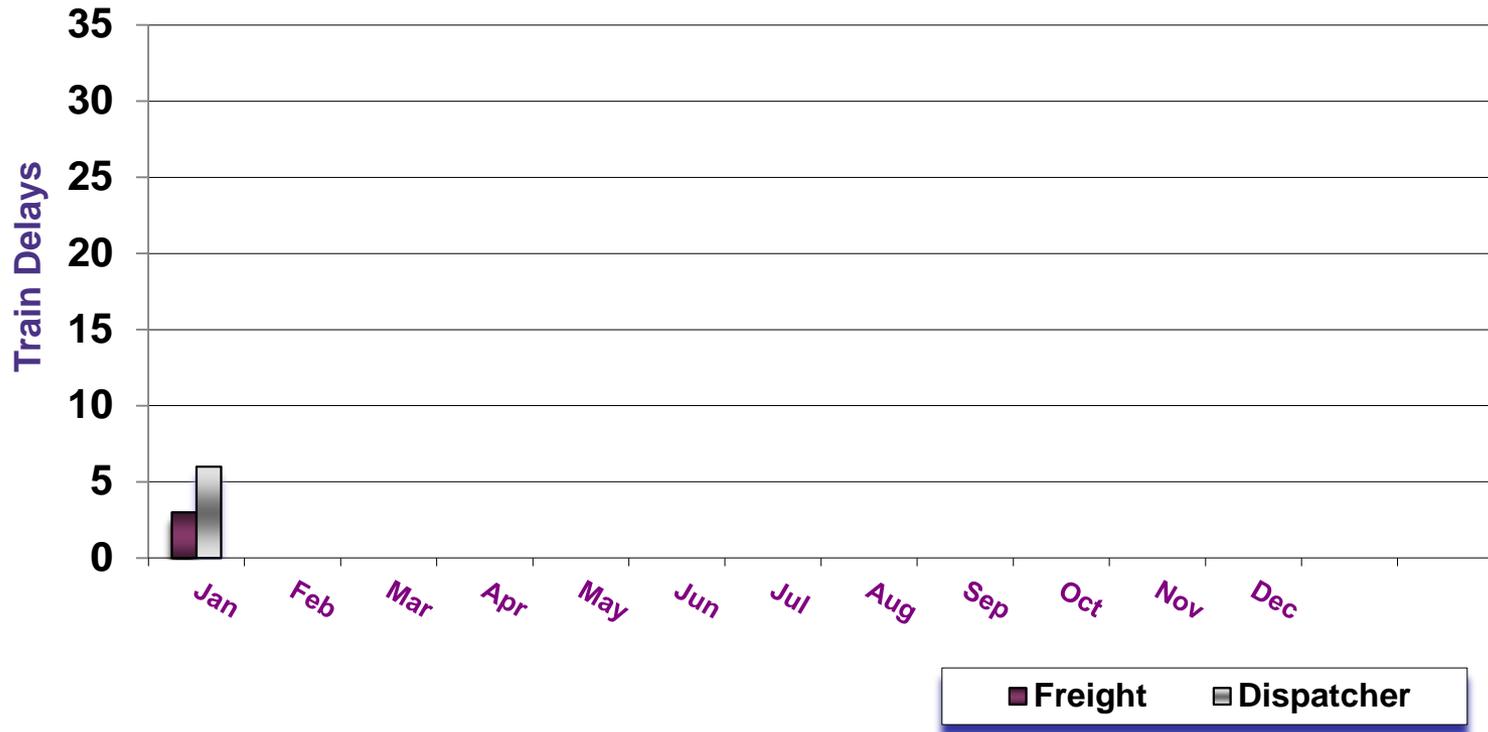



JANUARY 2014 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			87.9%
OTP Station To Station			82.0%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	4	8	0.6%
SUB-TOTAL	4	8	0.6%
CSX AGREEMENT			
FREIGHT	3	3	0.2%
LOCAL SWITCHER	0	0	0.0%
JAX DISPATCHER	4	6	0.4%
MOW	6	11	0.8%
SUB-TOTAL	13	20	1.5%
OUTSIDE CSX			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	8	27	2.0%
CSX RULE 100J	0	0	0.0%
SUB-TOTAL	8	27	2.0%
BOMBARDIER MECHANICAL	5	15	1.1%
VEOLIA TRANSPORTATION	0	0	0.0%
AMTRAK	7	8	0.6%
FEC DELAY	8	3	0.2%
WEATHER	2	3	0.2%
ROW FOUL	3	9	0.7%
SFRTA TRANSPORTATION	12	18	1.3%
OTHER	5	7	0.5%
3rd PARTY	11	34	2.5%
ROTEM MECHANICAL	2	2	0.1%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
VANDALISM	0	0	0.0%
ADA	3	3	0.2%
EFFICIENCY TESTING	1	1	0.1%
SUB-TOTAL	59	103	7.5%
TRAINS LATE		158	11.5%
TERMINATED / ANNULLED		17	1.2%
TRAINS ON TIME		1195	87.2%
TOTAL		1370	100.0%

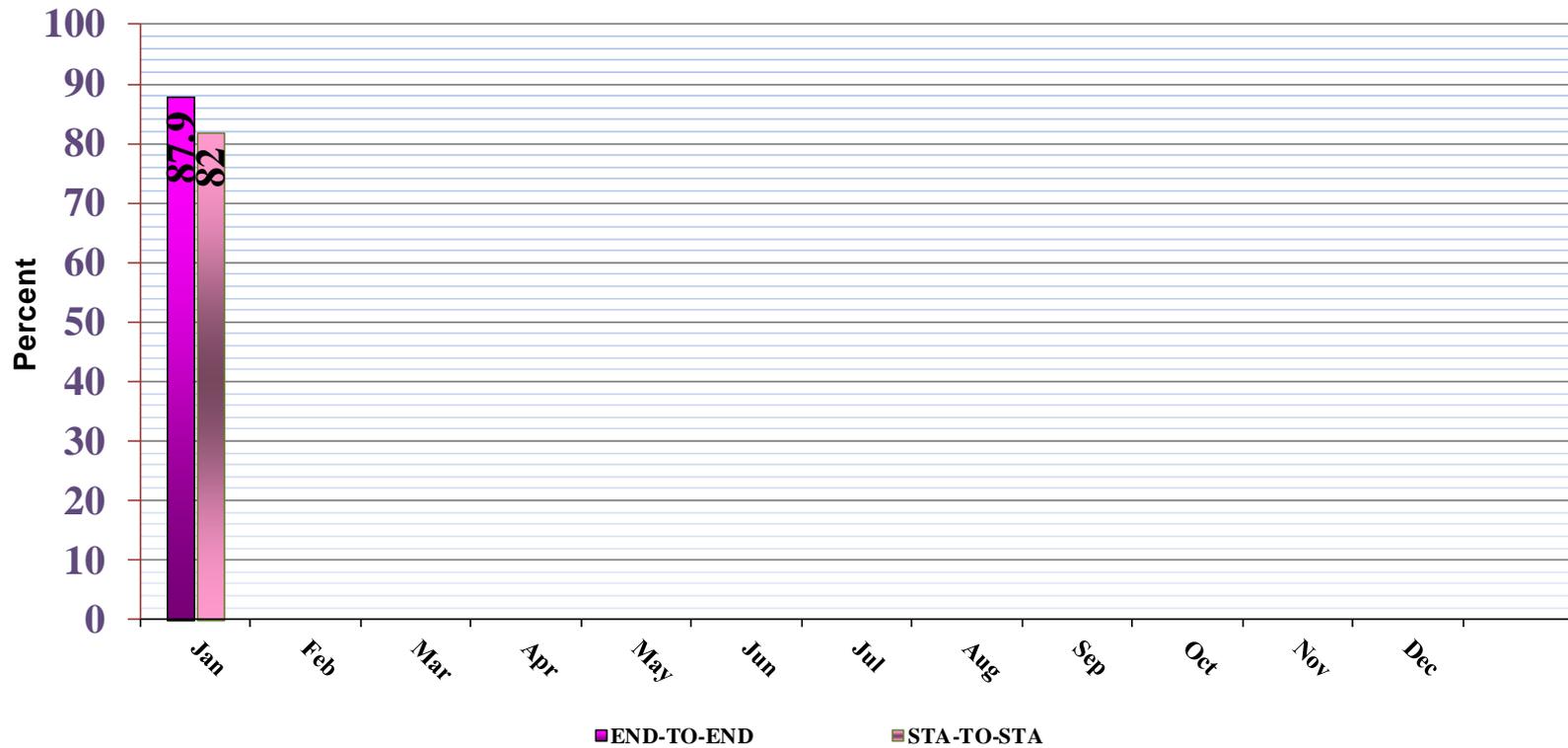


CSXT JAX Dispatcher & Freight / Delays 2014



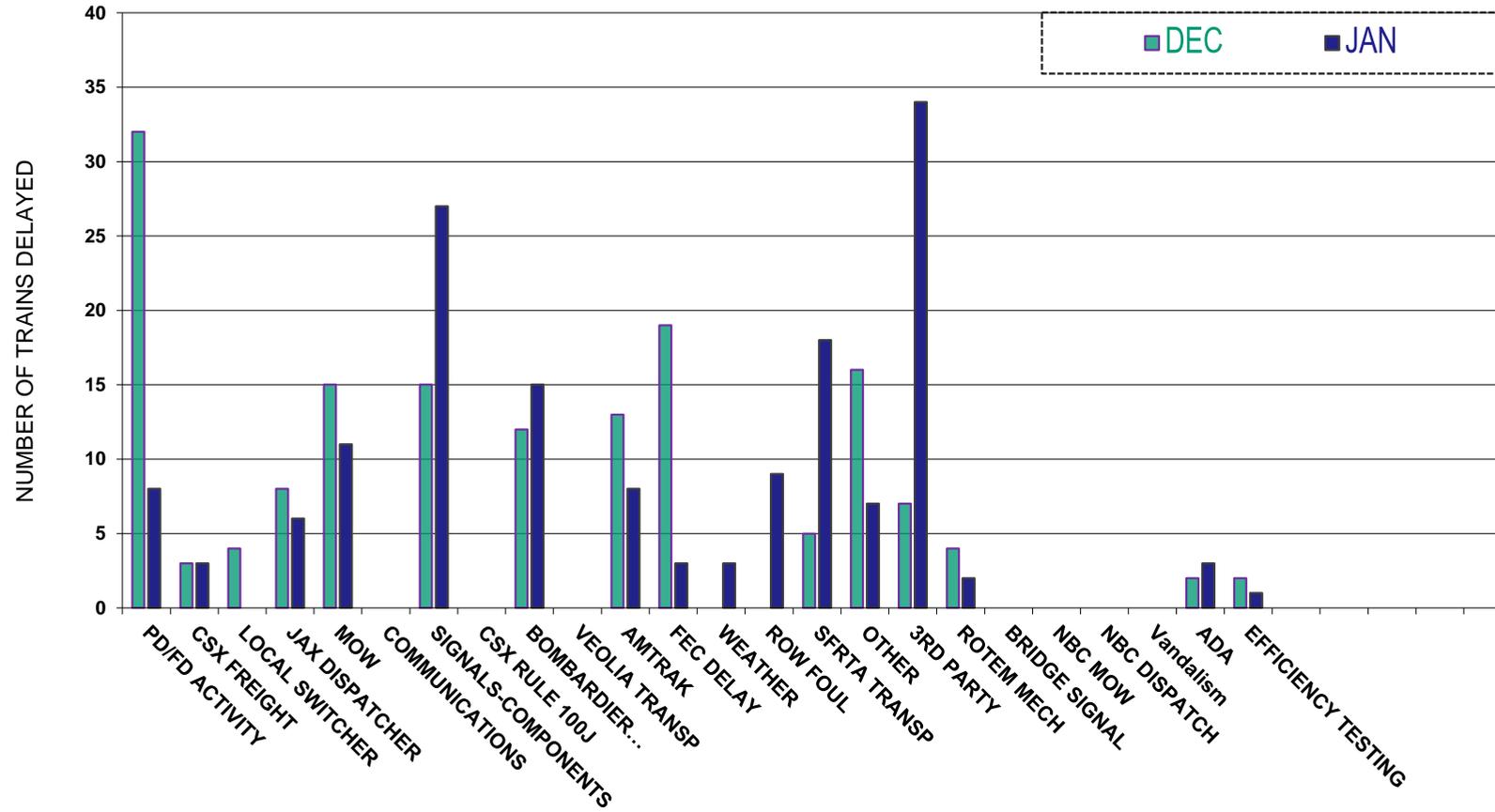


On-Time Performance Calendar Year 2014

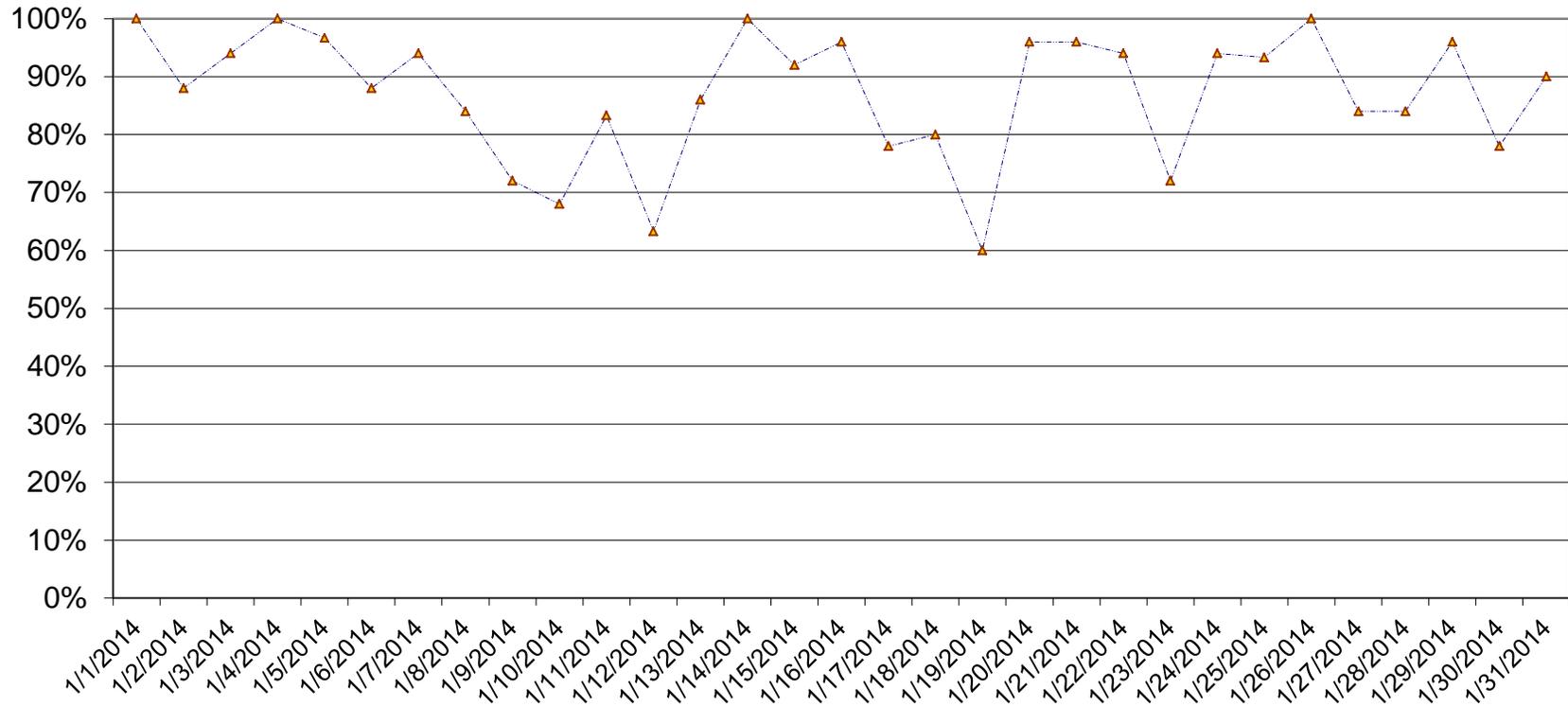




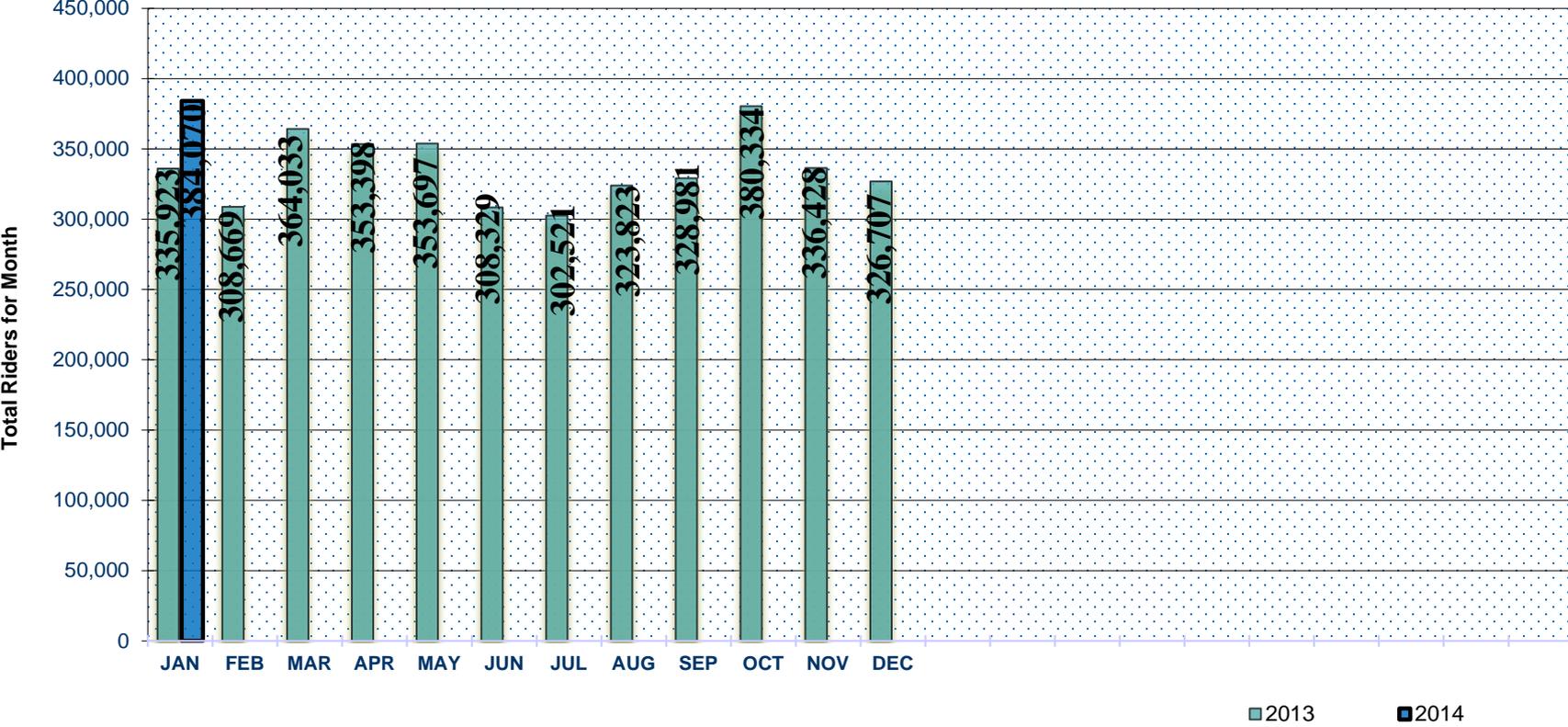
TRAIN DELAYS- 2014



ON TIME PERFORMANCE END TO END JANUARY - 2014



SFRTA Tri-Rail Monthly Ridership 2014



AGENDA ITEM D

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CORPORATE AND COMMUNITY OUTREACH OFFICE
MONTHLY SUMMARY FOR JANUARY 2014
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 15 new employers and 225 new employees during the month of January.

The total number of EDP tickets recorded as sold was 3,325 and the total revenue generated was reported as \$161,999.10 in January.

NEW EDP COMPANIES

Employer	Enrollment Date	City
ADS Direct Media, Inc.	01/07/2014	North Palm Beach
All Floor Décor	01/15/2014	Dania Beach
Coral Ridge Gastroenterology Associates	01/03/2014	Boca Raton
Duntara dba American Moving and Storage Services	01/04/2014	Fort Lauderdale
Ed Morse Automotive Group	01/08/2014	Delray Beach
Express Check Cashing Store, Inc.	01/28/2014	Lake Worth
Florida Imaging Specialists	01/29/2014	Hollywood
H. I. Development Corporation dba Miami International Airport Hotel	01/28/2014	Miami
Moore Stephens Lovelace	01/20/2014	Miami
Ouro Custom Woodwork, Inc.	01/17/2014	Deerfield Beach
Pinecrest Family Dental	01/06/2014	Miami
Sun Air International	01/29/2014	Fort Lauderdale
The Benefit Depot	01/21/2014	Coral Springs
Velene's Floral & Décor, LLC	01/28/2014	West Palm Beach
Verifone	01/13/2014	Miami

EDP SALES MISSIONS

Employer	City
A-1 Duran Roofing	Miami
Acousti Engineering	Doral
ARA	Boca Raton
Aramark Medical, Inc.	Charlotte, NC
Bankers Healthcare Group	Southwest Ranches
Banyan Air Service	Fort Lauderdale
Brown Distributing Company	West Palm Beach
Carlton Fields	Miami
Centerline Homes	Coral Springs
Coral Ridge Gastroenterology Associates	Boca Raton
Daszkal Bolton, LLP	Boca Raton
DentalPlans.com	Plantation
EDSA	Fort Lauderdale
El Dorado Furniture Corp.	Miami Gardens
Florida National University	Hialeah
Gladstone	Boca Raton
Goldstein Schechter Koch, P.A.	Coral Gables
HNTB Corporation	Lake Mary
Hollywood Animal Hospital	Hollywood
Hughes Hubbard & Reed, LLP	Miami
Kaplan, Inc.	Fort Lauderdale
Marble of the World	Fort Lauderdale
Metro Ford	Miami
Metro PCS	Fort Lauderdale
Meyer Jabara Hotels	West Palm Beach
Moore Stephens, Lovelace, PA	Miami
Navarro Discount Pharmacy	Medley
NutriForce Nutrition	Miami Lakes
Oriental Rug Care	Fort Lauderdale
Pinecrest Family Dental	Miami
PMP Marketing Group	West Palm Beach
Rick Case Automotive Group	Fort Lauderdale
Ryan	Fort Lauderdale
Slaton Insurance	West Palm Beach
Southeastern Printing	Stuart

Stacole Fine Wines	Pompano Beach
Steven Douglas Associates	Fort Lauderdale
Sunshine Restaurant Partners	Sunrise
The Benefit Depot	Coral Springs
Trivest Partners	Coral Gables
Verifone	Miami
White & Case, LLP	Miami
Worldmedia Interactive	Miami
Zimmerman Advertising	Fort Lauderdale

CORPORATE AND COMMUNITY OUTREACH OFFICE – JANUARY ACTIVITIES:

ANNIVERSARY LUNCHEON

As part of Tri-Rail’s 25th Anniversary month-long celebration, the Corporate and Community Outreach office organized a special luncheon to celebrate the agency’s achievements, while recognizing all of the people who contributed and continue to support the SFRTA’s continued success. The venue gathered several past and present members of Tri-Rail and the SFRTA’s Governing Board, as well as business and community leaders, elected officials and consultant firms.

CITY COLLEGE APPRECIATION DAY

A representative from the SFRTA Corporate and Community Outreach Office was invited to attend the appreciation day for students and staff at City College’s Fort Lauderdale Campus. Students and faculty were provided information on various discounts available. This location is currently serviced by Tri-Rail’s CC2 shuttle bus operating out of the Cypress Creek Station.

MOORE, STEPHENS, LOVELACE, P.A. PRESENTATION

The EDP Coordinator along with the Corporate and Community Outreach Assistant was invited to conduct a presentation about Tri-Rail’s services during the weekly staff meeting at Moore, Stephens, Lovelace, and P.A. in Miami. Information was provided on the Employer Discount Program, Discount Easy Cards and general Tri-Rail service.

IMPACT BROWARD

The SFRTA Corporate and Community Outreach Manager was present for Impact Broward’s Retired and Senior Volunteer Program Luncheon, to offer the 150+ attendees a presentation on the benefits of using Tri-Rail. The group dedicates itself to offer assistance to the senior citizen community, and they took advantage of the occasion to ask questions on how to use the system, including shuttle bus service and senior-discounted fares.

RIDER APPRECIATION DAY

SFRTA staff helped celebrate Tri-Rail's 25th anniversary by staffing every Tri-Rail station on the morning of January 9, 2014, to greet passengers and thank them for their patronage. The SFRTA Outreach team coordinated the agency-wide effort to provide passengers with anniversary promotional items and the chance to win an annual pass.

RAIL FUN DAY

Tri-Rail's annual "Rail Fun Day" was held on Saturday, January 25th, as a culmination to the agency's 25th Anniversary celebration. The signature family event, coordinated with South Florida Parenting Magazine, had the largest vendor participation ever, with over 30 booths at the event. Among the returning sponsors were Pollo Tropical, Winn-Dixie and the Miami Marlins, and part of the new flock were Dunkin Donuts, Bubba Gump Shrimp Co. and the Fort Lauderdale Children's Theater, among others. The event was another great success with an estimated 2,000 attendees.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- American Public Transportation Association / Marketing & Communications Member Branding Webinar
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group Meeting
- SFRTA Marketing Committee Meeting
- The WAVE Communications Subcommittee Workgroup



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

January 2014

Revenue:

Train Revenue

For January 2014 year-to-date (YTD) actual revenue increased \$533,853 or 8% when compared to fiscal year (FY) 2014 YTD budgeted revenue. Actual revenue for FY 2014 YTD increased by \$570,521 or 8% when compared to FY 2013 YTD actual revenue. This increase is attributed to an increase in ridership.

Expenses:

As of January 2014, the SFRTA FY 2014 YTD actual expenses are \$4,787,221 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 \$2,794,952 or 11% below budget when compared to the FY 2014 YTD budget and increased \$1,912,133 or 9% 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 \$1,066,424 or 14% below budget when compared to the FY 2014 YTD budget, and increased \$617,618 or 10% 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 \$450,546 or 13% below budget when compared to the FY 2014 YTD budget, and increased \$190,655 or 7% 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 \$530,351 or 9% below budget when compared to the FY 2014 YTD budget, and increased \$336,266 or 7% 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 \$39,694 or 30% below budget when compared to the FY 2014 YTD budget and increased \$286,186 or 126% 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 \$64,527 or 2% below budget when compared to the FY 2014 YTD budget and increased \$548,165 or 18% 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 \$40,509 or 2% 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 \$605,044 or 5% below budget when compared to the FY 2014 YTD budget and increased \$1,950,123 or 23% 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 \$332,972 or 3% below budget when compared to the FY 2014 YTD budget and increased \$1,912,540 or 26% 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 \$797,979 or 13% below budget when compared to the FY 2014 YTD budget and increased \$456,548 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 \$11,578 or 3% below budget when compared to the FY 2014 YTD budget and increased \$64,544 or 21% 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 \$223,315 or 17% below budget when compared to the FY 2014 YTD budget and increased \$83,016 or 8% when compared to FY 2013 actual. Some categories within General and Administrative expenses are Telecommunications, Office Supplies, Dues & Subscriptions and Seminars and Training.

- Telecommunications expense for FY 2014 YTD actual is \$3,421 or 1% below budget when compared to the FY 2014 YTD budget and increased \$11,129 or 5% when compared to the FY 2013 YTD actual due to an increase in monthly charges and usage.
- Seminars and Training expense for FY 2014 YTD actual is \$63,270 or 75% below budget when compared to the FY 2014 YTD budget and decreased \$3,655 or 14% 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 \$2,566 or 2% below budget when compared to the FY 2014 YTD budget and increased \$41,079 or 65% 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 \$73,954 or 20% below budget when compared to the FY 2014 YTD budget and increased \$43,897 or 18% when compared to the FY 2013 YTD actual.

- Corporate & Community Outreach contract for FY 2014 YTD actual is \$31,592 or 11% below budget when compared to the FY 2013 YTD budget and increased \$40,621 or 19% when compared to the FY 2013 actual. This increase is attributed to higher expenses associated with the contract in December.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
1/01/14 TO 1/31/14**

REVENUE	JANUARY 2014 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2013-14 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$1,176,635	\$7,639,635	\$7,105,782	\$533,853	\$12,289,106	\$4,649,471
Interest Income / Other Income	20,071	242,823	189,581	53,242	325,000	82,177
TOTAL TRAIN REVENUE	\$1,196,706	\$7,882,458	\$7,295,363	\$587,095	\$12,614,106	\$4,731,648
OPERATING ASSISTANCE						
Statutory Operating Assistance	1,824,243	8,213,117	10,091,666	(1,878,549)	17,300,000	9,086,883
Statutory Dedicated Funding	1,824,242	7,086,883	7,758,334	(671,451)	13,300,000	6,213,117
FHWA	495,788	2,148,366	2,333,331	(184,965)	4,000,000	1,851,634
FTA Assistance	170,829	9,753,769	12,387,618	(2,633,849)	22,172,940	12,419,171
FTA-Designated Recipient Fees	54,235	358,966	360,500	(1,534)	618,000	259,034
FTA-JARC/New Freedom Program Fee	3,887	26,726	27,356	(630)	46,897	20,171
FTA-JARC/New Freedom Program Match	19,355	279,384	280,295	(911)	373,725	94,341
Statutory Counties Contribution	-	4,695,000	4,695,000	-	4,695,000	-
Other Local Funding	15,235	111,170	113,597	(2,427)	194,738	83,568
TOTAL ASSISTANCE	4,407,814	32,673,381	38,047,697	(5,374,316)	62,701,300	30,027,919
TOTAL REVENUE	\$5,604,520	\$40,555,839	\$45,343,060	(\$4,787,221)	\$75,315,406	\$34,759,567

EXPENSES	JANUARY 2014 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2013-14 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	\$3,066,818	\$23,526,943	\$26,321,895	\$2,794,952	\$41,016,063	\$17,489,120
Train and Station Maintenance	1,579,081	10,449,622	11,054,666	605,044	20,800,300	10,350,678
Personnel Expenses	731,876	5,228,483	6,026,462	797,979	10,322,506	5,094,023
Professional Fees	64,500	368,964	380,542	11,578	609,500	240,536
Legal	61,919	336,220	491,875	155,655	843,214	506,994
General & Administrative Expenses	181,791	1,105,342	1,328,657	223,315	2,171,323	1,065,981
Corporate & Community Outreach	42,290	292,090	366,044	73,954	627,500	335,410
Reserve	-	-	291,669	291,669	500,000	500,000
Expenses Transferred to Capital	(123,755)	(751,825)	(918,750)	(166,925)	(1,575,000)	(823,175)
TOTAL EXPENSES	\$5,604,520	\$40,555,839	\$45,343,060	\$4,787,221	\$75,315,406	\$34,759,567

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
JANUARY 31, 2014 & 2013**

	Curent Year							Prior Year Comparison		
	January 2014 Actual	January 2014 Budget	Variiances	FY 2014 YTD Actual	YTD Budget	Variiances	%	FY 2013 YTD Actual	Variiances	%
Revenues:										
Train Revenue	\$1,176,635	\$1,112,126	\$64,509	\$7,639,635	\$7,105,782	\$533,853	8%	\$7,069,114	\$570,521	8%
Interest/Dividend Income	20,071	27,083	(7,012)	242,823	189,581	53,242	28%	399,317	(156,494)	-39%
Total Train Revenue	1,196,706	1,139,209	57,497	7,882,458	7,295,363	587,095	8%	7,468,431	414,027	6%
Operating Assistance:										
Statutory Operating Assistance	1,824,243	1,824,243	-	8,213,117	10,091,666	(1,878,549)	-19%	10,817,253	(2,604,136)	-24%
Statutory Dedicated Funding	1,824,242	1,824,242	-	7,086,883	7,758,334	(671,451)	-9%	10,139,226	(3,052,343)	-30%
FHWA	495,788	533,333	(37,545)	2,148,366	2,333,331	(184,965)	-8%	2,602,760	(454,394)	-17%
FTA Assistance	170,829	1,373,661	(1,202,832)	9,753,769	12,387,618	(2,633,849)	-21%	-	9,753,769	0%
FTA-Designated Recipient Fees	54,235	56,500	(2,265)	358,966	360,500	(1,534)	0%	29,475	329,491	1118%
FTA-JARC/New Freedom Program Fee	3,887	9,335	(5,448)	26,726	27,356	(630)	-2%	67,480	(40,754)	-60%
FTA-JARC/New Freedom Program Match	19,355	140,950	(121,595)	279,384	280,295	(911)	0%	237,616	41,768	18%
Statutory Counties Contribution	-	-	-	4,695,000	4,695,000	-	0%	4,695,000	-	0%
Other Local Funding	15,235	35,700	(20,465)	111,170	113,597	(2,427)	-2%	109,811	1,359	1%
Total Operating Assistance	4,407,814	5,797,964	(1,390,150)	32,673,381	38,047,697	(5,374,316)	-14%	28,698,621	3,974,760	14%
Total Revenue	\$5,604,520	\$6,937,173	(\$1,332,653)	\$40,555,839	\$45,343,060	(\$4,787,221)	-11%	\$36,167,052	\$4,388,787	12%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
JANUARY 31, 2014 & 2013

	Curent Year							Prior Year Comparison		
	January 2014 Actual	January 2014 Budget	Variiances	FY 2014 YTD Actual	YTD Budget	Variiances	%	FY 2013 YTD Actual	Variiances	%
Expenses:										
Train Operations										
Train Operations Contract	\$939,134	\$1,107,976	(\$168,842)	\$6,581,261	\$7,647,685	(\$1,066,424)	-14%	\$5,963,643	\$617,618	10%
Train Operation - Fuel	723,286	978,125	(254,839)	5,266,524	5,796,875	(530,351)	-9%	4,930,258	336,266	7%
Emergency Bus Service	3,320	11,583	(8,263)	18,498	32,083	(13,585)	-42%	21,360	(2,862)	-13%
Security Contract	427,595	592,429	(164,834)	3,101,457	3,552,003	(450,546)	-13%	2,910,802	190,655	7%
Feeder Bus	368,790	390,803	(22,013)	3,661,897	3,726,424	(64,527)	-2%	3,113,732	548,165	18%
Station Utilities	50,445	64,333	(13,888)	335,717	380,331	(44,614)	-12%	350,238	(14,521)	-4%
EMS Boards	6,791	12,125	(5,334)	48,561	84,875	(36,314)	-43%	66,357	(17,796)	-27%
Insurance	149,491	158,333	(8,842)	2,042,823	2,083,332	(40,509)	-2%	2,157,245	(114,422)	-5%
Revenue Collection	120,667	123,500	(2,833)	425,210	427,119	(1,909)	0%	6,015	419,195	6969%
APTA Dues	-	1,583	(1,583)	-	11,083	(11,083)	-100%	-	-	0%
ROW Maintenance	37,310	38,833	(1,523)	174,752	320,833	(146,081)	-46%	192,535	(17,783)	-9%
TVM Maintenance	1,631	7,750	(6,119)	88,465	126,250	(37,785)	-30%	221,474	(133,009)	-60%
Smart Card	562	7,083	(6,521)	1,042	49,583	(48,541)	-98%	-	1,042	0%
Dispatch	237,796	281,285	(43,489)	1,780,736	2,083,419	(302,683)	-15%	1,681,151	99,585	6%
Total Train Operations	3,066,818	3,775,741	(708,923)	23,526,943	26,321,895	(2,794,952)	-11%	21,614,810	1,912,133	9%
Train and Station Maintenance										
Train Maintenance	1,411,407	1,533,893	(122,486)	9,325,437	9,658,409	(332,972)	-3%	7,412,897	1,912,540	26%
Station Maintenance	167,674	249,465	(81,791)	1,124,185	1,396,257	(272,072)	-19%	1,086,602	37,583	3%
Total Train and Station Maintenance	1,579,081	1,783,358	(204,277)	10,449,622	11,054,666	(605,044)	-5%	8,499,499	1,950,123	23%
Personnel Expenses										
Salaries and Wages	540,882	700,133	(159,251)	3,850,893	4,443,304	(592,411)	-13%	3,605,156	245,737	7%
Taxes	43,069	60,064	(16,995)	295,278	392,449	(97,171)	-25%	299,074	(3,796)	-1%
Group Insurance	96,055	190,500	(94,445)	728,858	837,250	(108,392)	-13%	676,952	51,906	8%
Pension	51,870	72,512	(20,642)	353,454	353,459	(5)	0%	190,753	162,701	85%
Total Personnel Expenses	731,876	1,023,209	(291,333)	5,228,483	6,026,462	(797,979)	-13%	4,771,935	456,548	10%
Professional Services										
Auditing Services	-	-	-	72,500	75,000	(2,500)	-3%	72,500	-	0%
Professional Services	64,500	70,721	(6,221)	296,464	305,542	(9,078)	-3%	231,920	64,544	28%
Total Professional Services	64,500	70,721	(6,221)	368,964	380,542	(11,578)	-3%	304,420	64,544	21%
Legal										
Salaries and Wages	28,458	45,015	(16,557)	212,154	253,731	(41,577)	-16%	207,399	4,755	2%
Taxes	2,273	2,751	(478)	9,355	17,918	(8,563)	-48%	10,298	(943)	-9%
Group Insurance	2,842	6,300	(3,458)	18,484	19,292	(808)	-4%	17,563	921	5%
Pension	3,589	6,349	(2,760)	26,800	27,282	(482)	-2%	11,667	15,133	130%
Business Travel	1,974	2,408	(434)	3,471	16,858	(13,387)	-79%	3,098	373	12%
Membership/Dues/Subscriptions	854	1,950	(1,096)	2,724	3,500	(776)	-22%	1,020	1,704	167%
Seminars and Training	600	1,677	(1,077)	735	1,939	(1,204)	-62%	1,548	(813)	0%
Legal Services	21,329	21,667	(338)	62,497	151,355	(88,858)	-59%	71,181	(8,684)	-12%
Total Legal	61,919	88,117	(26,198)	336,220	491,875	(155,655)	-32%	323,774	12,446	4%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
JANUARY 31, 2014 & 2013**

	Curent Year							Prior Year Comparison		
	January 2014 Actual	January 2014 Budget	Variances	FY 2014 YTD Actual	YTD Budget	Variances	%	FY 2013 YTD Actual	Variances	%
General and Administrative Expenses										
Bank & Credits Cards Fees	9,047	16,350	(7,303)	69,120	80,042	(10,922)	-14%	65,194	3,926	6%
Building Maintenance	10,190	15,400	(5,210)	64,151	66,666	(2,515)	-4%	61,437	2,714	4%
Business Travel	34,296	40,080	(5,784)	72,162	160,319	(88,157)	-55%	41,733	30,429	73%
Materials & Supplies	15,739	18,833	(3,094)	104,315	106,881	(2,566)	-2%	63,236	41,079	65%
Membership/Dues/Subscriptions	3,204	7,147	(3,943)	107,432	114,006	(6,574)	-6%	122,308	(14,876)	-12%
Office Rent	55,483	56,642	(1,159)	370,295	382,494	(12,199)	-3%	367,750	2,545	1%
Printing & Advertising	3,921	4,750	(829)	15,457	30,386	(14,929)	-49%	7,916	7,541	95%
Seminars and Training	10,144	12,124	(1,980)	21,598	84,868	(63,270)	-75%	25,253	(3,655)	-14%
Telecommunications	30,225	39,683	(9,458)	239,049	242,470	(3,421)	-1%	227,920	11,129	5%
Vehicle Operations & Maintenance	9,131	12,417	(3,286)	38,482	47,283	(8,801)	-19%	37,615	867	2%
Miscellaneous Personnel Expenses	411	1,892	(1,481)	3,281	13,242	(9,961)	-75%	1,964	1,317	0%
Total General and Administrative Exp	181,791	225,318	(43,527)	1,105,342	1,328,657	(223,315)	-17%	1,022,326	83,016	8%
Corporate & Community Outreach Expenses										
Special Programs	-	1,000	(1,000)	-	7,000	(7,000)	-100%	2,207	(2,207)	-100%
Customer Service/Information	2,375	10,208	(7,833)	29,999	64,458	(34,459)	-53%	25,116	4,883	19%
Corporate & Community Outreach Contract	37,995	46,667	(8,672)	260,076	291,668	(31,592)	-11%	219,455	40,621	19%
Promotional Materials	1,920	2,417	(497)	2,015	2,918	(903)	-31%	1,415	600	0%
Total Corporate & Community Outreach Expenses	42,290	60,292	(18,002)	292,090	366,044	(73,954)	-20%	248,193	43,897	18%
Reserves and Transfers										
Reserve	-	41,667	(41,667)	-	291,669	(291,669)	-100%	-	-	0%
Expenses Transferred to Capital	(123,755)	(131,250)	7,495	(751,825)	(918,750)	166,925	-18%	(617,905)	(133,920)	0%
Total Reserves and Transfers	(123,755)	(89,583)	(34,172)	(751,825)	(627,081)	(124,744)	20%	(617,905)	(133,920)	0%
	\$5,604,520	\$6,937,173	(\$1,332,653)	\$40,555,839	\$45,343,060	(\$4,787,221)	-11%	\$36,167,052	\$4,388,787	12%
Net Income	-	-	-	-	-	-		-	-	

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

ASSETS

Current assets:

Cash and cash equivalents	\$ 58,252,638
Accounts receivable:	
State Grants	2,426,539
Federal Grants	19,879,180
Counties	1,740,367
Other	1,465,136
Prepaid expenses	<u>681,957</u>
Total current assets	<u>84,445,817</u>

Noncurrent assets:

Capital assets (net of accumulated depreciation)	<u>547,113,110</u>
Total noncurrent assets	<u>547,113,110</u>
Total assets	<u><u>\$ 631,558,927</u></u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 1,690,378
Accruals	3,678,046
Compensated absences	454,623
Deferred revenue	874,655
Due to other governmental units	<u>11,549</u>
Total current liabilities	<u>6,709,251</u>

Noncurrent liabilities:

Compensated absences	681,934
Deposits	2,105,146
Advances from FDOT	<u>2,000,000</u>
Total noncurrent liabilities	<u>4,787,080</u>
Total liabilities	<u><u>\$ 11,496,331</u></u>

NET POSITION

Net Investment in Capital Assets	547,113,110
Reserved for Capital Projects	47,173,099
Unrestricted	<u>25,776,387</u>
Total net assets	<u>620,062,596</u>
Total liabilities and net assets	<u><u>\$ 631,558,927</u></u>



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During January 2014, the SFRTA Accounts Payable division processed 431 invoices totaling \$6,999,000.83 and disbursed 218 checks, excluding payroll, totaling \$7,003,662.98.

Invoices over \$2,500 represent 29.9% (65 checks) of all invoices processed in the month of January, and represent 99.1 % of the value (\$6,939,636.80) of all checks processed in January 2014.

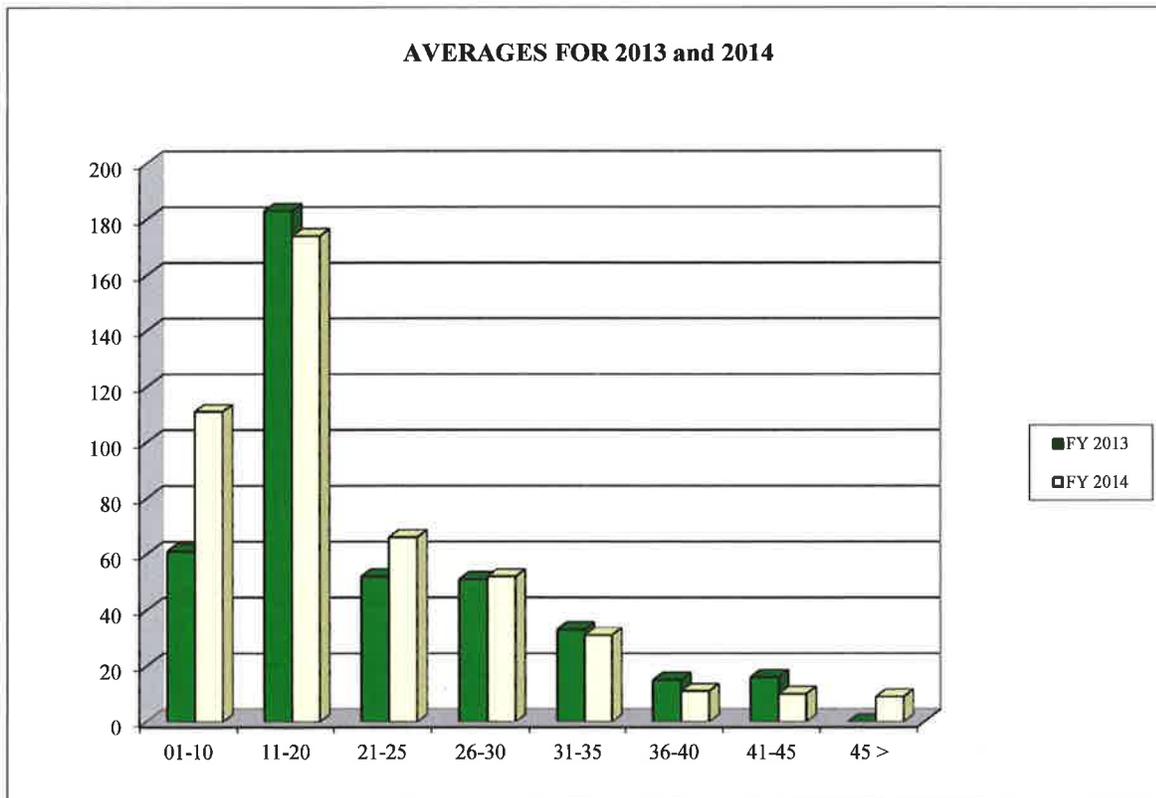
Accounts Payable processed 67.7% (44 checks) of the checks over \$2,500 within the 21-25 days, with 76.9% (50 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - JANUARY 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	23.9%	0 -10 Days	14.8%
11-20 Days	37.5%	11-20 Days	44.5%
21-25 Days	14.2%	21-25 Days	12.7%
26-30 Days	11.2%	26-30 Days	12.4%
31-35 Days	6.7%	31-35 Days	8.0%
36-40 Days	2.4%	36-40 Days	3.6%
41-45 Days	2.2%	41-45 Days	3.9%
Over 45 Days	1.9%	Over 45 Days	0.0%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014
INFORMATION ITEM: PAYMENTS OVER \$2,500
JANUARY 1 THRU JANUARY 31, 2014

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
12/13/2013	12/23/2013	1/1/2014	1/6/2014	24	BV OIL COMPANY	Train Fuel - 12/5-9/14	88,625.82
12/30/2013	1/8/2014	1/15/2014	1/22/2014	23	BV OIL COMPANY	Train Fuel - 12/13-17/14	128,026.05
1/16/2014	1/23/2014	1/27/2014	1/29/2014	13	NATIONAL RAILROAD PASSENGER	Base Comp - Dec, 2013	272,267.00
12/11/2013	12/23/2013	1/27/2014	1/6/2014	26	CITY OF BOCA RATON	Bus Operating Partnership - 7/1-9/30/13	35,126.00
12/9/2013	12/23/2013	1/2/2014	1/6/2014	28	CITY OF DELRAY BEACH	Shuttle Bus Quarterly Reim. July, Aug, Sept. 2013	18,750.00
12/16/2013	12/27/2013	1/2/2014	1/6/2014	21	EAC CONSULTING	Commuter Rail Track & Signal	21,575.94
1/2/2014	1/2/2014	1/2/2014	1/6/2014	4	FLORIDA POWER & LIGHT	Station Utilities	5,695.89
1/6/2014	1/7/2014	1/10/2014	1/13/2014	7	DOWNTOWN FT LAUDERDALE TMA	Feeder Svc Ft Lauderdale Route -10/13	19,666.66
12/31/2013	1/8/2014	1/10/2014	1/13/2014	13	G4S SECURE SOLUTIONS USA	G4S W/E - 12/16-12/22/13, 12/23-29/2013	201,094.60
1/7/2014	1/13/2014	1/16/2014	1/22/2014	15	LIMOUSINES OF SOUTH FLORIDA	Feeder Service 12/16-12/18/13	35,516.25
11/22/2013	1/8/2014	1/16/2014	1/22/2014	61	MIAMI DADE	Feeder Bus Service 10/13-9/14	666,666.66
1/6/2014	1/7/2014	1/16/2014	1/22/2014	16	SFEC TMA	Feeder Bus Service Nov. 2013	7,098.88
1/7/2014	1/13/2014	1/16/2014	1/22/2014	15	VEOLIA TRANSPORTATION SERVICE	Base Contract 12/1-12/31/13	937,647.66
1/10/2014	1/10/2014	1/17/2014	1/22/2014	12	FLORIDA POWER & LIGHT	Station Utilities	9,467.13
1/7/2014	1/13/2014	1/17/2014	1/22/2014	15	G4S SECURE SOLUTIONS USA	G4S W/E - 12/30/13-01/05/14,	115,597.11
1/21/2014	1/21/2014	1/24/2014	1/27/2014	6	AON RISK SERVICES INC	Insurance	347,979.24
1/16/2014	1/17/2014	1/24/2014	1/27/2014	11	CSX TRANSPORTATION	CSX Dispatching Fiscal Year 13-14.	39,012.52
1/15/2014	1/15/2014	1/24/2014	1/27/2014	12	FLORIDA POWER & LIGHT	Station Utilities	19,754.86
1/14/2014	1/21/2014	1/24/2014	1/27/2014	13	G4S SECURE SOLUTIONS USA	G4S W/E - 1/6-12/14,	102,318.51
1/19/2014	1/27/2014	1/30/2014	2/4/2014	16	CITY OF DELRAY BEACH	Shuttle Bus - Quarterly Reimbursement Oct, Nov, Dec	18,750.00
1/7/2014	1/24/2014	1/30/2014	2/4/2014	28	DOWNTOWN FT LAUDERDALE TMA	Feeder Svc Ft Lauderdale Route -11/13	19,666.66
1/21/2014	1/24/2014	1/30/2014	2/4/2014	14	G4S SECURE SOLUTIONS USA	G4S W/E - 1/13-19/14, G4S W/E 1/13-19/14 - Overtime	101,921.71
12/24/2013	1/24/2014	1/31/2014	2/5/2014	43	HDR ENGINEERING INC	Routine/Fracture Critical Member Bridge Inspection	16,980.58
1/7/2014	1/24/2014	1/31/2014	2/3/2014	27	SFEC TMA	Shuttle Bus Dec. 2013	7,846.13
1/10/2014	1/10/2014	1/15/2014	1/15/2014	5	BANK OF AMERICA	Purch Cards - 01/04/14	17,213.54
1/7/2014	1/13/2014	1/15/2014	1/22/2014	15	BOMBARDIER MASS TRANSIT CORPORATION	Base Cleaning 11/13,	57,806.97
1/7/2014	1/24/2014	1/29/2014	2/3/2014	27	BOMBARDIER MASS TRANSIT CORPORATION	Fleet Maint. 12/13, Special Trains Safety Drill	1,341,747.34
12/18/2013	12/30/2013	1/2/2014	1/6/2014	19	SHARPTON BRUNSON & COMPANY PA	Auditing Services for FY 2013.	8,060.00
12/20/2013	1/2/2014	1/10/2014	1/13/2014	24	P2P STAFFING CORP	Internet Work	4,212.00
12/23/2013	1/7/2014	1/10/2014	1/13/2014	21	PHOENIX AIR CONDITIONING, INC	Air Conditioning Repairs	2,540.00
1/7/2014	1/8/2014	1/10/2014	1/13/2014	6	RESPECT OF FLORIDA	Janitorial Services 12/01-310/13	5,122.77
12/23/2013	12/23/2013	1/16/2014	1/22/2014	30	MERIDIAN MANAGEMENT CORPORATION	Station Maintenance	165,436.18
11/7/2013	1/14/2014	1/16/2014	1/22/2014	76	MIAMI DADE	Billing & Link Up Fees 09/13	25,280.00
1/10/2014	1/14/2014	1/16/2014	1/22/2014	12	TYLER WORKS/EDEN DIVISION	Eden Support and Maintenance 2014	63,999.47
1/13/2014	1/14/2014	1/16/2014	1/22/2014	9	WEX BANK, D/B/A WRIGHT EXPRESS FSC	Fuel Exp - 12/1-12/31/13	3,584.77
1/13/2014	1/15/2014	1/17/2014	1/22/2014	9	AT&T	Reg Summ Bill - 01/14	38,099.85
1/2/2014	1/7/2014	1/17/2014	1/22/2014	20	ERICKS CONSULTANTS	State Legislative Consultant Services - 12/13	20,500.00
1/10/2014	1/22/2014	1/24/2014	1/27/2014	17	KAPLAN KIRSCH ROCKWELL LLP	Legal Services	20,603.46
1/2/2014	1/16/2014	1/27/2014	1/27/2014	25	MIAMI DADE	Mou & CC Processing Fees, Mou & IT Recurring 9/13	31,643.66
1/21/2014	1/23/2014	1/30/2014	1/30/2014	9	FTI CONSULTING	Federal Legislative Consultant Services FY 14	36,000.00
1/17/2014	1/15/2014	1/30/2014	1/31/2014	14	PROLOGIS TRUST	Prologis Trust Office Rent -02/2014	54,187.49
1/14/2014	1/24/2014	1/31/2014	2/3/2014	20	RAIL TECH CONSULTANTS INC	PIS Parts and Labor - 01/14	4,592.00
				42	TOTAL OPERATING EXPENDITURES		5,137,681.36

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014
INFORMATION ITEM: PAYMENTS OVER \$2,500
JANUARY 1 THRU JANUARY 31, 2014**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
12/18/2013	12/23/2013	1/1/2014	1/6/2014	19	BROOKVILLE EQUIPMENT CORP.	Fully Compliant Locomotives	661,237.67
1/7/2014	1/13/2014	1/15/2014	1/22/2014	15	BOMBARDIER MASS TRANSIT CORPORATION	Door Station Overhaul, Exterior Graphic Wrapping	43,893.98
12/2/2013	12/23/2013	1/2/2014	1/6/2014	35	CH2M HILL, INC.	Technical and Logistical Support for Projects	88,054.17
1/2/2014	1/2/2014	1/10/2014	1/13/2014	11	CITY OF WEST PALM BEACH	Reim JARC/NF Grant 052 10/28/13-11/24/13	18,918.90
12/26/2013	1/8/2014	1/10/2014	1/13/2014	18	G4S SECURE SOLUTIONS USA	G4S - 12/16-22/13, 12/23-29/13	9,606.24
1/7/2014	1/8/2014	1/10/2014	1/13/2014	6	MAE VOLEN SENIOR CENTER	Reim 80% of Expenses JARC/NF Grants 08/2013	14,073.07
12/2/2013	1/13/2014	1/16/2014	1/22/2014	51	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	54,899.60
12/30/2013	1/13/2014	1/17/2014	1/22/2014	23	CDW G	Cannon DR-G1100 Image Formula Production Scanner	4,563.00
1/14/2014	1/14/2014	1/17/2014	1/22/2014	8	CITY OF DORAL	Reim Earmark Grant FL-04-0122-00 7/29-9/30/13	10,300.34
1/7/2014	1/13/2014	1/17/2014	1/22/2014	15	G4S SECURE SOLUTIONS USA	G4S - 12/30/13-01/05/14	4,803.12
12/20/2013	1/21/2014	1/24/2014	1/27/2014	38	CH2M HILL, INC.	Technical and Logistical Support for Projects	7,056.40
1/14/2014	1/21/2014	1/24/2014	1/27/2014	13	G4S SECURE SOLUTIONS USA	G4S - 1/6-12/14	4,803.12
12/24/2013	1/16/2014	1/27/2014	1/27/2014	34	HDR ENGINEERING INC	Technical Support	15,614.43
12/27/2013	1/17/2014	1/27/2014	1/27/2014	31	HNTB CORPORATION	ADA/FAC Compliance Design Standards	9,136.70
1/13/2014	1/17/2014	1/27/2014	1/27/2014	14	JACOBS ENGINEERING GROUP INC.	Technical and Logistical Support for Projects	9,383.01
12/27/2013	1/21/2014	1/27/2014	1/27/2014	31	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	74,481.41
12/27/2013	1/17/2014	1/27/2014	1/27/2014	31	PB AMERICAS, INC	Professional Planning Services	48,679.19
1/10/2014	1/21/2014	1/27/2014	1/27/2014	17	TREASURE COAST REGIONAL PLAN, COUNCIL	Professional Planning Services	25,000.00
12/31/2013	1/24/2014	1/30/2014	2/4/2014	35	CH2M HILL, INC.	Technical and Logistical Support for Projects	74,467.46
1/21/2014	1/24/2014	1/30/2014	2/4/2014	14	G4S SECURE SOLUTIONS USA	G4S - 1/13-19/14	4,803.12
12/24/2013	1/24/2014	1/31/2014	2/3/2014	41	HDR ENGINEERING INC	Technical Support	428,744.34
12/27/2013	1/24/2014	1/31/2014	2/3/2014	38	KIMLEY HORN AND ASSOCIATES	Technical and Logistical Support for Projects	4,006.28
1/2/2014	1/24/2014	1/31/2014	2/3/2014	32	PB AMERICAS, INC	Professional Planning Services	185,429.89
				23	TOTAL CAPITAL EXPENDITURES		1,801,955.44
				65	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 6,939,636.80
					Item Total		

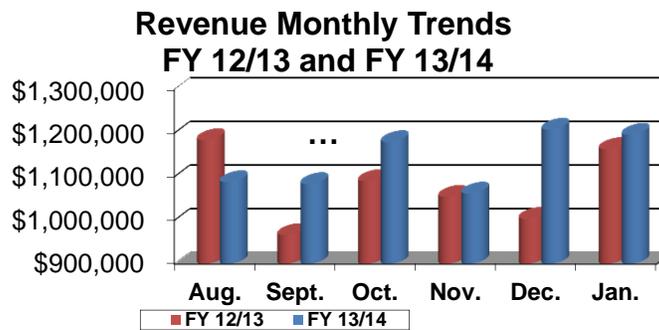
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
JANUARY 1, 2014 TO JANUARY 31, 2014**

INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	10	15.4%	15.4%
11-20 days	27	41.5%	56.9%
21-25 days	7	10.8%	67.7%
26-30 days	6	9.2%	76.9%
31-35 days	7	10.8%	87.7%
36-40 days	2	3.1%	90.8%
41-45 days	3	4.6%	95.4%
Over 45 days	3	4.6%	100.0%
TOTAL CHECKS	65	100.0%	

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

REVENUE -JANUARY 2014

DESCRIPTION	Jan-13	Jan-14	VARIANCE	%
Weekday Sales	923,630	971,013	47,384	5.1%
Weekend Sales	172,061	205,622	33,561	19.5%
Other Income	68,013	20,071	(47,942)	-70.5%
Total Revenue	1,163,704	1,196,706	33,002	2.8%

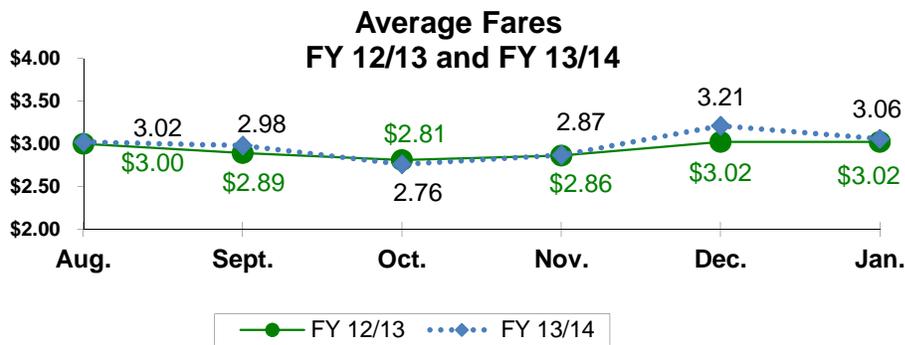


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- JANUARY 2014**

SALES BY TICKET TYPE	JANUARY 2013	JANUARY 2014	PERCENT CHANGE ⁽¹⁾
Palm Beach Schools	30,250	27,550	-9%
Employer Disc. Program	161,216	161,999	0%
Group Tour Sales	208	838	303.4%
Station Sales:			
One-Way	399,866	440,639	10.2%
Roundtrip	222,636	249,643	12.1%
12 Trips	41,769	41,860	0.2%
Monthly	58,000	59,800	3.1%
Monthly Reg. Pass	22,400	26,390	17.8%
One-Way Discount	6,608	7,107	7.5%
Roundtrip Discount	11,797	10,361	-12.2%
Monthly Discount	45,700	44,356	-2.9%
Monthly Disc. Reg. Pass	22,470	24,578	9.4%
Stored Value	72,285	81,129	12.2%
Card Deposits	486	386	-20.6%
Total Station Sales	904,017	986,248	
Total Sales	1,095,691	1,176,635	7.4%

AVERAGE FARE

3.02	3.06
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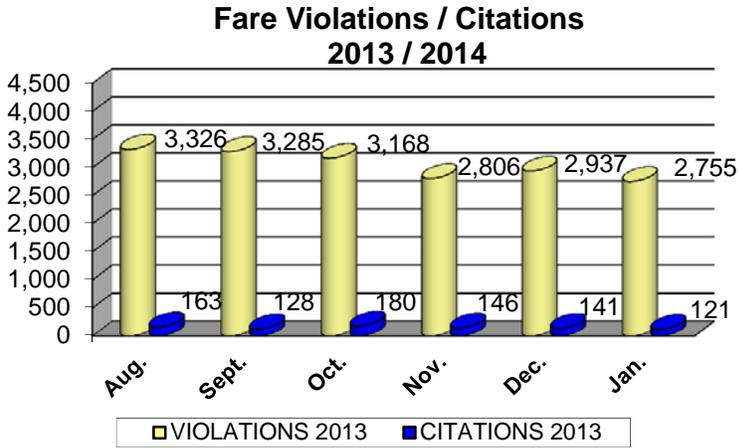


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
AUGUST 2013 THROUGH JANUARY 2014**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
AUGUST 2013	476,608	3,326	163	3,155	135%
SEPTEMBER 2013	473,572	3,285	128	3,155	131%
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%
AVERAGE	482,252	3,046	147	2,893	130%

FARE EVASION % 0.56%

FINES \$ 3,702





Solicitation Status Report January 2014

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
N/A	N/A	There are currently no solicitations being advertised at this time.	N/A	N/A	N/A	N/A	N/A

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



Solicitation Status Report January 2014

AGENDA ITEM: H



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

AGENDA ITEM NO: I

Contract Purchase Order No.	Contract /Project Description	Contract Action	Amount \$
14-000229	CONTRACTOR: MIAMI DADE DESCRIPTION: Credit Card Processing Fees	Purchase Order	\$61,417.17
14-000235	CONTRACTOR: EXPRESS SYSTEMS & PERIPHERALS DESCRIPTION: Digi TransPort WR44R Passanger Wifi Routers.	Purchase Order	\$59,600.00



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of January 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 January, 2013	N/A	N/A



RTA

**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

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

JANUARY 2014

PRESENTED BY



**STEVE COLLISTER
PROJECT MANAGER**

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

JANUARY 2014

During the month of JANUARY 2014, 3112 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, two (2) Train Vs Pedestrian, two (2) Train Vs. Vehicles, one (1) Battery on a C.P.O., one (1) Bomb Threat, five (5) Thefts, one (1) Auto Theft, and one (1) Burglary Auto. A total of two (2) Arrest were made this month, both for Fare Evasions.

MAJOR INCIDENTS

Train Vs. Pedestrian

Case # 01-14-949

Occurred on 01/10/14, Friday, at 1327 hours. The unknown white female walked in front of the P626 at mile marker 1034.00. Conductor continued blowing horn and female did not leave tracks. Female was alive at the scene with head and body injuries, she was transported by Hialeah Fire Rescue. Hialeah Police Department Case # 2014-001076.

Train Vs. Pedestrian

Case # 01-14-1073

Occurred on 01/12/14, Sunday, at 0742 hours. The unknown white male lying on the tracks was hit by the P664 near Hallandale Beach Blvd, mile marker 1022. The unknown male was dead on the scene. Broward Sheriff's Office Police Department Case # 19-1401-000266.

Train vs. Vehicle, non-fatality

Case #01-14-1478

Occurred on 01/16/14, Thursday, at 0812 hours. The P617, struck an unoccupied vehicle at MM 974.0/Forest Hill Blvd. No injuries/damage. Case # WPB-14-905.

Train vs. Vehicle, non-fatality

Case #01-14-1790

Occurred on 01/19/14, Sunday, at 1357 hours. The P675 struck a vehicle at mile marker 1011.6. No injuries were sustained Ft. Lauderdale Police Department Case # 14-007120.

Battery-C.P.O.

Case #01-14-2280

Occurred on 01/23/14, Wednesday, at 1945 hours. Unknown white male, after being instructed not to Trespass on the right of way, became verbally abusive to the officer and struck him about the forehead causing his hat to become dislodged. Upon the officer employing his ASP Baton, the subject fled while throwing rocks at the officer. Hialeah Police Department Case # 2014-002600.

Bomb Threat-P638

Case #01-14-2981

Occurred on 01/30/2014, Thursday, at 1858 hours. Unknown person(s) contacted the WPB Police Department and called in a Bomb Threat on "one of the cars and engine on P638 train". After train/station evacuation, law enforcement authorities searched the train/affected areas which met with negative results. Case # WPB-14-1842.

Theft-bicycle

Case # 01-14-119

Occurred between 01/01/14, Wednesday 1500 hours and 1/02/14, Thursday at 1127 hours. Victim states unknown person(s) removed his red/white Mountain bike from the west bicycle rack. No police case #. Victim refused.

LAKE WORTH STATION

Theft-bicycle

Case # 01-14-190

Occurred between 0445-0545 hours, Friday, 01/03/2014. Victim reported his black giant Canyon Mountain bicycle and bell bike helmet were removed from locker # 036 by unknown person(s). Owner refused police department response.

DELRAY BEACH STATION

Theft-bicycle

Case # 01-14-390

Occurred between 01/04/14, Saturday at 0730 hours and 01/05/14, Sunday, at 0930 hours. Victim states, upon his return on 01/05/14, unknown person(s) had cut the cable and lock that was securing his bicycle to the rack and removed his black, orange, silver Xp-250 Mountain bike. No police department report.

FT LAUDERDALE STATION

Auto Theft

Case # 01-14-783

Occurred on 01/09/14, Thursday, at 0722 hours. Victim states that an unknown black male stole his white, Pontiac G6 while he was purchasing a ticket from the ticket vending machine nearby. Victim stated he left the keys in his vehicle. Ft Lauderdale Police Department Case # 01-14-3028.

Theft-bicycle

Case # 01-14-1689

Occurred on 01/17/14, Friday, between 0705-2040 hours. Victim states person(s) unknown, removed his red bicycle from the north bicycle rack by cutting the lock/cable. No police department case #/owner refused.

Burglary Auto

01-14-2720

Occurred on 01/28/14, Tuesday, between 0720-1750 hours. Persons unknown broke out the right rear window of the victim silver Chevy Lumina and removed the stereo. Ft Lauderdale Police Department Case # 14-10696.

BOCA RATON STATION

Theft-bicycle

Case # 01-14-882

Occurred on 01/07/14, Tuesday, at 1650 hours and 01/08/14, Wednesday, at 0600 hours. Victim states that an unknown person(s) removed his red mountain "Specialized" bicycle from the southwest bike rack. No police report.

MONTHLY FARE EVASION REPORT

MONTH: January-2014

Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
1/1/2014	5,495	8,008	54	1	53	0	146%	0.67%	2%	98%	0%
1/2/2014	13,098	16,869	110	5	105	0	129%	0.65%	5%	95%	0%
1/3/2014	13,121	16,278	98	6	92	0	124%	0.60%	6%	94%	0%
1/4/2014	6,672	7,281	64	1	63	0	109%	0.87%	2%	98%	0%
1/5/2014	5,816	6,178	53	0	53	0	106%	0.86%	0%	100%	0%
1/6/2014	14,608	16,875	99	3	96	0	116%	0.59%	3%	97%	0%
1/7/2014	15,140	20,011	110	5	105	0	132%	0.55%	5%	95%	0%
1/8/2014	15,033	19,032	97	1	96	0	127%	0.51%	1%	99%	1%
1/9/2014	15,727	20,746	103	3	100	0	132%	0.49%	3%	97%	0%
1/10/2014	13,481	16,548	94	2	92	0	123%	0.57%	2%	98%	0%
1/11/2014	6,616	7,784	59	2	57	0	118%	0.76%	3%	97%	0%
1/12/2014	5,308	4,966	32	1	31	0	94%	0.64%	3%	97%	0%
1/13/2014	15,954	19,558	98	6	92	0	123%	0.50%	6%	94%	0%
1/14/2014	15,745	20,550	107	6	101	0	131%	0.52%	6%	94%	0%
1/15/2014	15,739	20,188	111	5	105	1	128%	0.55%	5%	95%	1%
1/16/2014	15,995	21,003	100	4	96	0	131%	0.48%	4%	96%	0%
1/17/2014	14,400	19,924	113	9	104	0	138%	0.57%	8%	92%	0%
1/18/2014	6,282	8,927	54	1	53	0	142%	0.60%	2%	98%	0%
1/19/2014	5,189	5,945	44	1	43	0	115%	0.74%	2%	98%	0%
1/20/2014	11,245	15,658	105	7	98	0	139%	0.67%	7%	93%	0%
1/21/2014	16,245	16,273	130	5	125	0	100%	0.80%	4%	96%	0%
1/22/2014	15,562	21,252	102	3	99	0	137%	0.48%	3%	97%	0%
1/23/2014	15,011	22,695	84	8	76	0	151%	0.37%	10%	90%	0%
1/24/2014	15,201	20,516	105	5	100	0	135%	0.51%	5%	95%	0%
1/25/2014	8,144	7,830	38	1	37	0	96%	0.49%	3%	97%	0%
1/26/2014	5,740	6,398	48	1	47	0	111%	0.75%	2%	98%	0%
1/27/2014	15,894	21,276	109	9	100	0	134%	0.51%	8%	92%	0%
1/28/2014	16,426	21,301	122	2	120	0	130%	0.57%	2%	98%	0%
1/29/2014	15,658	21,828	116	6	109	1	139%	0.53%	5%	94%	1%
1/30/2014	15,468	20,275	93	3	90	0	131%	0.46%	3%	97%	0%
1/31/2014	18,647	20,304	103	9	94	0	109%	0.51%	9%	91%	0%
Totals	388,660	492,277	2,755	121	2632	2	127%	0.56%	4%	96%	0%

Weekly/Monthly Fare Inspection Report

Month: January-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
01/01/2014-01/05/2014	44,202	54,614	379	13	366	0	124%	0.69%	3%	97%	0%
01/06/2014-01/12/2014	85,913	105,962	594	17	577	0	123%	0.56%	3%	97%	0%
01/13/2014-01/19/2014	89,304	116,095	627	32	594	1	130%	0.54%	5%	95%	0%
01/20/2014-01/26/2014	87,148	110,622	612	30	582	0	127%	0.55%	5%	95%	0%
01/27/2014-01/31/2014	82,093	104,984	543	29	513	1	128%	0.52%	5%	94%	0%
Totals	388,660	492,277	2,755	121	2,632	2	127%	0.56%	4%	96%	0%



FARE EVASION REPORT MONTHLY COMPARISON

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

Note: Hurricane George Warning on Wednesday, 9/23/98.

Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.

Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.

Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.

* October 2000 MODIFIED FARE EVASION BEGINS

Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.

Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.

January 22-24, 1999 - Friends Ride Free.

Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-01	217,992	158,234	595	201	387	7	73%	0.38%	34%	65%	1%
February-01	218,815	155,774	500	144	351	5	71%	0.32%	29%	70%	1%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	28%	71%	0%
October-01	224,865	226,566	642	221	417	4	101%	0.28%	34%	65%	0%
November-01	196,902	190,162	640	240	400	0	97%	0.34%	38%	63%	0%
December-01	197,396	181,718	666	276	381	9	92%	0.37%	41%	57%	1%
January-02	215,010	199,904	627	208	417	2	93%	0.31%	33%	67%	0%
February-02	209,444	213,042	589	172	414	3	102%	0.28%	29%	70%	1%
March-02	227,971	224,847	650	270	377	3	99%	0.29%	42%	58%	0%
April-02	239,345	225,965	661	238	420	3	94%	0.29%	36%	64%	0%
May-02	231,330	217,200	643	195	445	3	94%	0.30%	30%	69%	0%
June-02	181,749	174,081	658	259	395	4	96%	0.38%	39%	60%	1%
July-02	195,723	195,531	865	38	817	10	100%	0.44%	4%	94%	1%
August-02	225,555	231,376	880	38	841	1	103%	0.38%	4%	96%	0%
September-02	216,671	227,528	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
Page 1 Total	6,266,662	4,719,767	18,551	16,519	1,757	276	75%	0.39%	96%	9%	1%
Totals	13,038,556	11,280,895	41,222	20,587	20257	379	87%	0.37%	50%	49%	1%

* October 2000 MODIFIED FARE EVASION BEGINS

09/11/01 TERRORIST ATTACK

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



FARE EVASION REPORT MONTHLY COMPARISON

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

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

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

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

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

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

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

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



FARE EVASION REPORT MONTHLY COMPARISON

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

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

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

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

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

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

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



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-09	350,903	361,145	2,502	121	2377	4	103%	0.69%	5%	95%	0%
February-09	333,804	366,692	2313	121	2185	7	110%	0.63%	5%	94%	6%
March-09	370,606	418,383	2617	108	2500	9	113%	0.63%	4%	96%	0%
April-09	346,865	383,624	2626	111	2513	2	111%	0.68%	4%	96%	0%
May-09	320,894	383,817	2794	129	2658	7	120%	0.73%	5%	95%	0%
June-09	292,806	342,385	2722	112	2601	9	117%	0.80%	4%	96%	0%
July-09	278,565	329,393	2780	126	2646	8	118%	0.84%	5%	95%	0%
August-09	282,760	345,823	2872	151	2716	5	122%	0.83%	5%	95%	0%
September-09	299,754	363,056	2728	137	2586	5	121%	0.75%	5%	95%	0%
October-09	318,259	386,124	2739	149	2581	9	121%	0.71%	5%	94%	0%
November-09	295,581	347,253	2645	157	2480	8	117%	0.76%	6%	94%	0%
December-09	298,378	347,863	2831	109	2716	6	117%	0.81%	4%	96%	0%
January-10	295,333	336,698	2463	81	2381	1	114%	0.73%	3%	97%	0%
February-10	304,376	338,819	2506	90	2415	1	111%	0.74%	4%	96%	0%
March-10	335,992	385,533	2905	107	2795	3	115%	0.75%	4%	96%	0%
April-10	313,425	371,127	2681	88	2590	3	118%	0.72%	3%	97%	0%
May-10	305,996	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%	98%	0%
March-11	366,153	408,882	1843	34	1808	1	112%	0.45%	2%	98%	0%
April-11	335,363	398,779	2103	41	2062	0	119%	0.53%	2%	98%	0%
May-11	334,586	414,986	1316	19	1296	1	124%	0.32%	1%	98%	0%
June-11	319,299	398,088	1	1	0	0	125%	0.00%	100%	0%	0%
July-11	301,472	383,089	0	0	0	0	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 05/17/11 TEMPORARILY DISCONTINUED ISSUING WRITTEN WARNINGS/CITATIONS

06/19/11 DUMP THE PUMP DAY

AS OF 10/03/11 ISSUING WRITTEN WARNINGS

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

10/22/11 ONLY WARNINGS BEING ISSUED

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



FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total	Total	Total	Number of	Discrefion	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%
Totals	50,770,325	53,267,479	320,123	31,663	287,592	870	105%	0.60%	10%	90%	0%

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

06/19/11 DUMP THE PUMP DAY

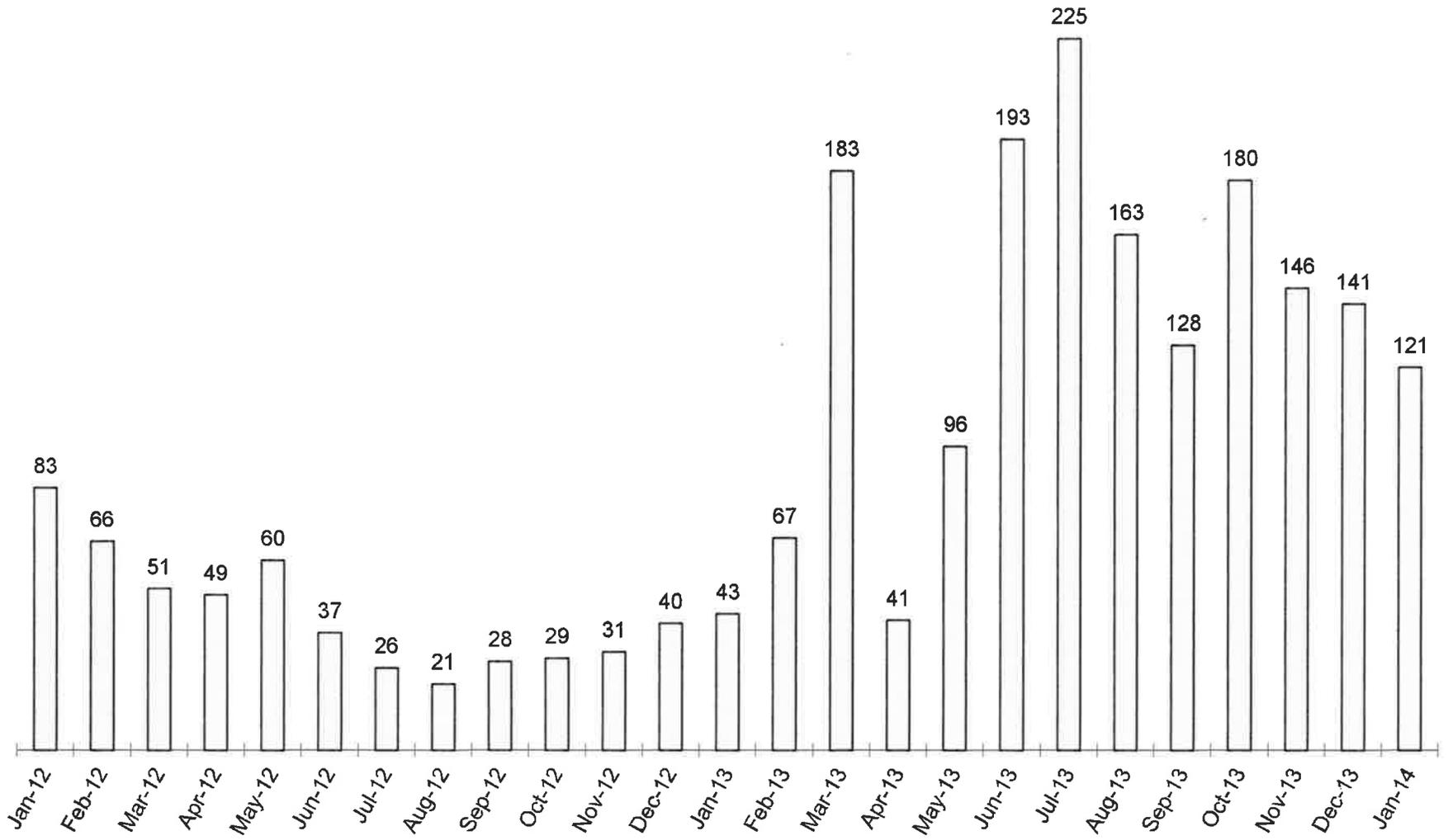
AS OF 10/03/11 ISSUING WRITTEN WARNINGS

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

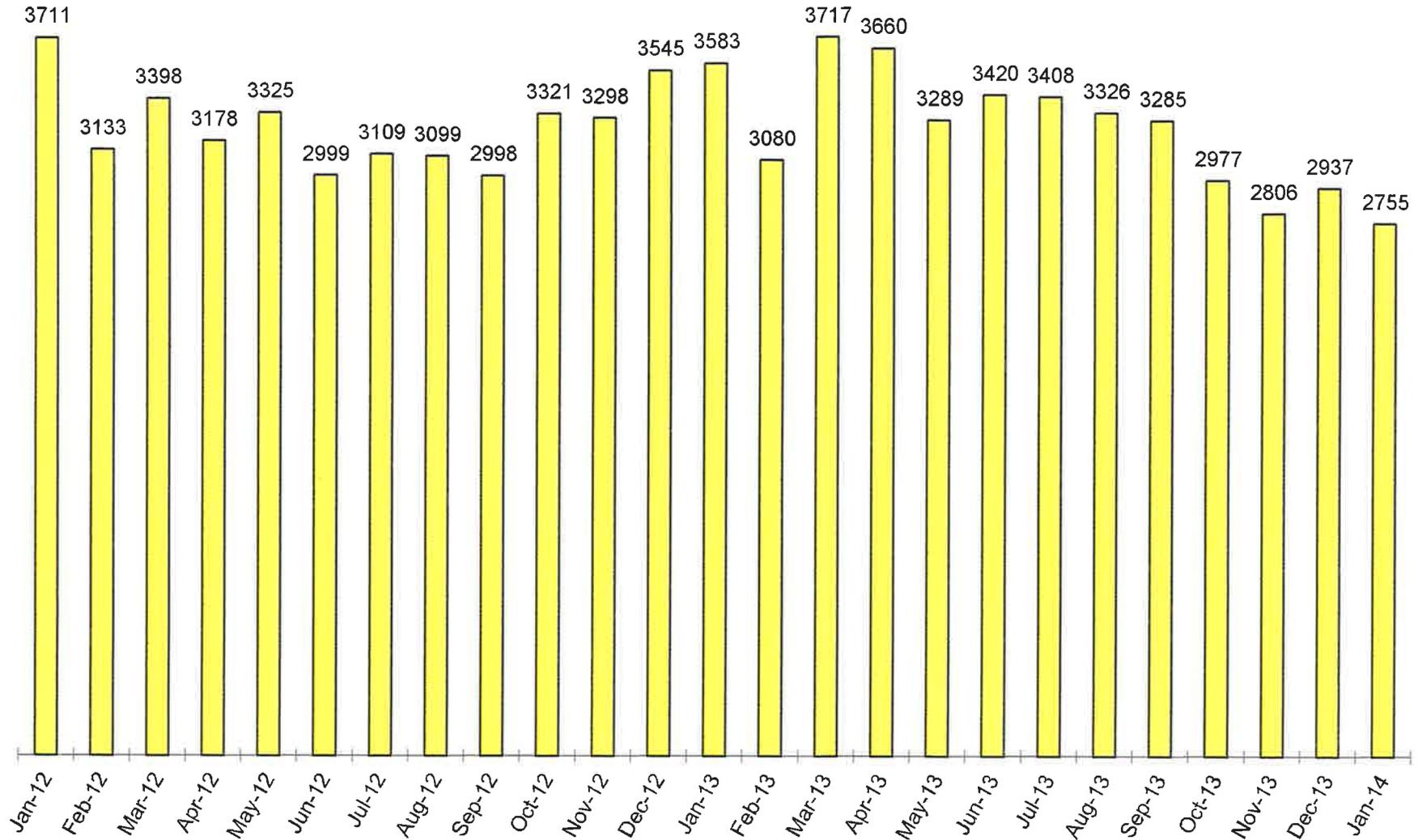
10/22/11 ONLY WARNINGS BEING ISSUED

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

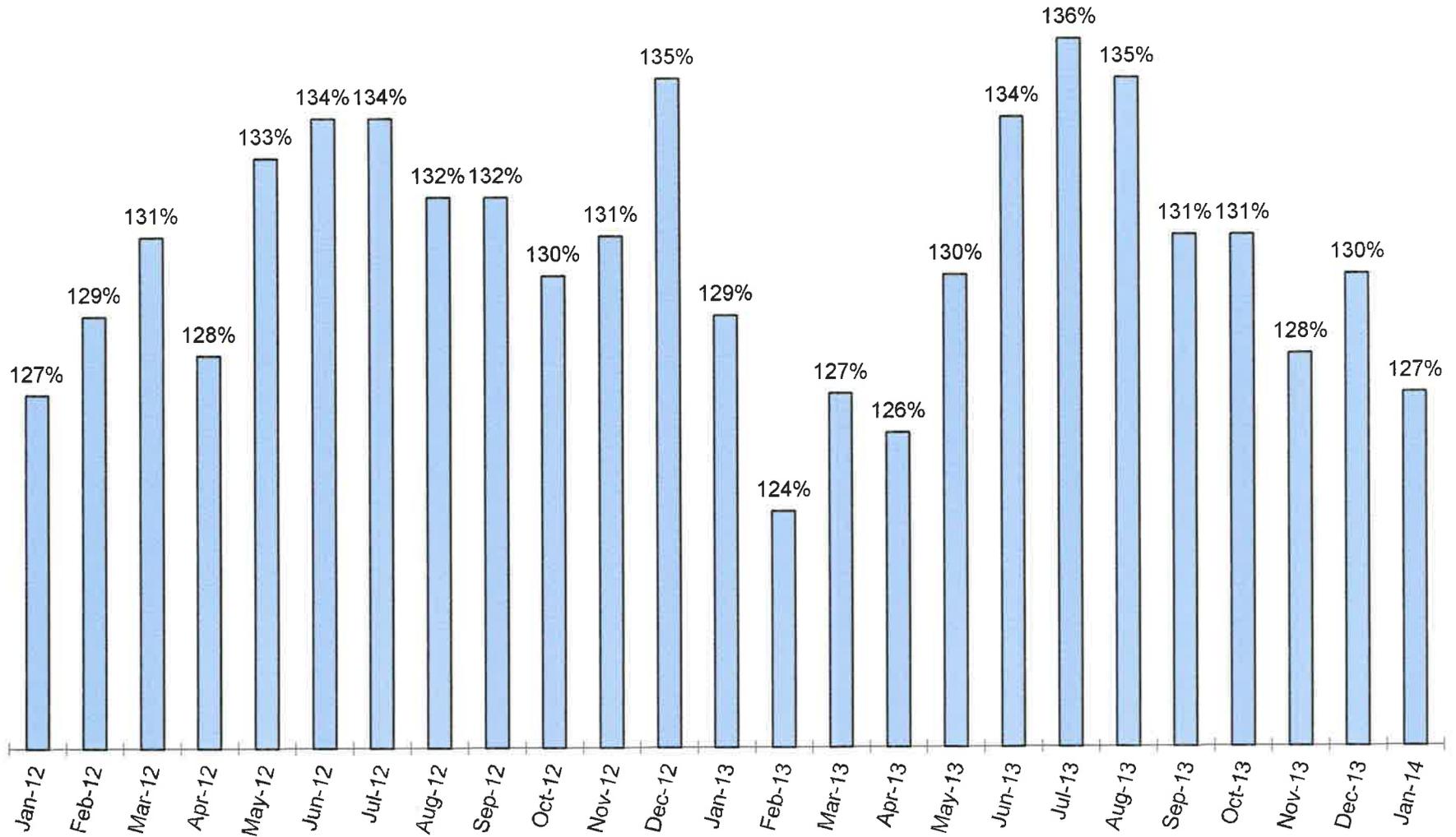
CITATIONS ISSUED



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	EDF Ticket W/O Tri-Bail ID	Total
Apr-98	14	0	259	215	3	0	4	0	495
May-98	12	0	116	174	11	37	0	0	350
Jun-98	14	0	186	259	9	62	8	0	538
Jul-98	13	0	241	316	25	68	12	0	675
Aug-98	9	0	183	293	22	78	13	0	598
Sep-98	4	0	137	211	10	44	13	0	419
Oct-98	13	0	239	270	12	65	14	0	613
Nov-98	4	0	216	253	8	45	14	0	540
Dec-98	4	0	198	257	7	32	19	0	517
Jan-99	7	0	197	212	22	60	11	0	509
Feb-99	6	0	213	208	8	69	14	0	518
Mar-99	5	0	335	273	10	55	18	0	696
Apr-99	3	0	217	280	16	23	16	0	555
May-99	6	0	297	245	17	18	11	0	594
Jun-99	7	0	185	257	25	28	9	0	511
Jul-99	8	0	133	201	15	10	6	0	373
Aug-99	7	0	132	245	21	23	19	0	447
Sep-99	5	0	136	202	21	23	10	0	397
Oct-99	6	0	153	251	25	39	10	0	484
Nov-99	7	0	131	324	16	56	15	0	549
Dec-99	5	0	125	308	23	60	26	0	547
Jan-00	9	0	87	298	16	85	25	0	520
Feb-00	5	0	124	298	28	85	33	0	573
Mar-00	6	0	95	301	18	71	16	0	507
Apr-00	5	0	81	293	36	62	23	0	500
May-00	11	0	116	324	84	12	25	0	572
Jun-00	6	0	184	352	23	87	18	0	670
Jul-00	15	0	177	314	17	85	5	0	613
Aug-00	6	0	117	283	21	66	4	0	497
Sep-00	15	0	132	251	16	51	5	0	470
(A)OCT-00	0	0	3	201	8	4	0	0	216
Nov-00	1	0	2	194	19	2	2	1	221
Dec-00	0	0	6	217	6	2	3	1	235
Jan-01	0	0	3	172	18	3	5	0	201
Feb-01	1	0	4	129	8	2	0	0	144
Mar-01	2	0	2	118	7	0	1	0	130
Apr-01	3	0	2	105	11	6	1	1	129
May-01	2	0	1	126	3	1	2	0	135
Jun-01	0	0	4	157	10	0	2	1	174
Jul-01	1	0	5	196	10	2	5	0	219
Aug-01	1	0	3	160	1	0	5	0	170
Sep-01	3	0	0	152	0	0	2	0	157
Oct-01	3	0	2	195	16	1	4	0	221
Nov-01	3	0	2	184	37	4	10	0	240
Dec-01	1	0	5	228	23	3	16	0	276
Total	258	0	5,186	10,502	762	1,529	474	4	18,715

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

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

(A)MODIFIED FARE EVASION BEGINS

MONTHLY BREAKDOWN OF CITATIONS

Month	12 Trip Validation	Comp. Ticket Violation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDF Ticket W/O Tri- Rail	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
	24	0	138	97	1,088	9	138	17	0	106	1,617

NEW TICKETING SYSTEM IN EFFECT

MONTHLY BREAKDOWN OF WARNINGS

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

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

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

MONTHLY BREAKDOWN OF WARNINGS

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

(B) LIMITED/NO TRAIN SERVICE -HURRICANE FRANCES-9/ 2-12/04
 (C) LIMITED OR NO TRAIN SERVICE-HURRICANE KATRINA 8/25-28/05
 (E) NO TRAIN SERVICE -HURRICANE WILMA 10/22/05-10/31/05
 (G) NO TRAIN SERVICE -TROPICAL STORM ERNESTO 08/28-08/29/06
 (H)3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA -TRACK WORK
 (H)03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)
 (H)03/28/07-P614-P619 (6 TRAINS)REDUCED TICKET CHECK-TRAINS 45 MINUTES LATE OR MORE

LIMITED/NO TRAIN SERVICE-HURRICANE JEANNE-9/25-29/04
 (D) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05
 (F) NO TICKET CHECKS-HURRICANE WILMA 11/01/05-11/11/05

03/15/07 SFRTA PASSENGER SURVEY

MONTHLY BREAKDOWN OF WARNINGS

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

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

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

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

MONTHLY BREAKDOWN OF WARNINGS

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

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

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

10/22/11 ONLY WARNINGS BEING ISSUED

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

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

NEW WARNING FORMS ISSUED

MONTHLY BREAKDOWN OF WARNINGS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICIENT FUNDS	NO BUS/METRO TRANSFER	NO PHYSICAL TICKET	NO SFRTA TRANSFER	NO TAP EASY CARD	OUTDATED PAPER TICKET	UNREADABLE EASY CARD	ZONE OVERRIDE PAPER TICKET	TOTAL
Mar-13	89	4	374	81	2160	35	456	105	5	221	3530
13-Apr	95	5	374	132	2289	31	379	69	3	241	3618
13-May	85	4	270	135	2071	25	323	216	0	63	3192
13-Jun	95	1	319	113	2048	33	322	82	0	210	3223
13-Jul	82	0	303	125	2015	26	296	89	0	237	3173
13-Aug	80	0	271	85	2081	29	285	80	0	244	3155
13-Sep	68	0	217	106	2136	33	294	80	0	221	3155
13-Oct	60	0	220	96	2032	35	249	64	0	221	2977
13-Nov	46	0	183	99	1816	19	259	56	0	174	2652
13-Dec	51	0	171	107	1932	28	257	60	0	183	2789
14-Jan	68	0	153	97	1805	14	271	50	0	174	2632
	819	14	2,855	1,176	22,385	308	3,391	951	8	2,189	34,096

NEW TICKETING SYSTEM IN EFFECT

CLASSIFICATIONS BREAKDOWN
 JANUARY 2014

CLASSIFICATION

ABANDONED VEHICLE			
ALARMS			
ALARMS-TVM			
ALCOHOLIC BEVERAGE			
ARSON			
ASSAULT AGGRAVATED TRANSIT AGENT / CPO			
ASSAULT-AGGRAVATED			
ASSAULT TRANSIT AGENT / CPO			
ASSAULT			
ASSIST PASSENGER			
ASSIST OTHER AGENCY			1
ATTEMPTED SUICIDE			
AUTO THEFT			1
AUTO THEFT - ATTEMPT			
AUTO THEFT - RECOVERY			1
BATTERY - AGGRAVATED TRANSIT AGENT / CPO			
BATTERY - AGGRAVATED			
BATTERY TRANSIT AGENT / CPO			1
BATTERY			
BIKE LOCKER			1
BICYCLE VIOLATIONS			
BIOLOGICAL RELEASE			
BOMBING			
BOMB THREAT			1
BRUSH FIRE			
BURGLARY-ATTEMPT			
BURGLARY STRUCTURE			
BURGLARY-AUTO			1
BURGLARY-ATTEMPT AUTO			
CAMERA MONITORING CENTER			
CHEMICAL RELEASE			
CIVIL DISTURBANCE			
CREDIT CARD FRAUD			
CRIMINAL MISCHIEF	10 GRAFFITTI	3 BIKE LOCKERS	19
CROSSING W/ GATE DOWN			
CYBER INCIDENT			
DAMAGED PROPERTY			
DEBRIS ON TRACK			
DISORDERLY CONDUCT			6
DISTURBANCE			4
DOMESTIC VIOLENCE			
DRUG OFFENSE			1
EMS BOARD MALFUNCTION			1
ELEVATOR MALFUNCTION			22
ELEVATOR PHONE MALFUNCTION			2
ESCALATOR MALFUNCTION			1

CLASSIFICATIONS BREAKDOWN
JANUARY 2014

CLASSIFICATION

FALSE IDENTIFICATION

FARE EVASION

2755

	CITATION	WARNED	ARREST
12 TRIP NO TAP	2	68	
ZONE OVERRIDE EASY CARD	1	0	
INSUFFICIENT FUNDS	10	153	
NO BUS/METRORAIL TRANSFER	8	97	
NO PHYSICAL TICKET	80	1805	2
NO SFRTA TRANSFER TICKET	1	14	
NO TAP EASY CARD	12	271	
OUTDATED PAPER TICKET	1	50	
ZONE OVERRIDE PAPER TICKET	6	174	
TOTAL	121	2632	2

COUNTERFEIT/ALTERED TICKET

FIRE

1

GRADE CROSSING PROBLEM

HIJACKING

ILLNESS

5

INJURY

1

INJURY-CPO

INFORMATION / MISCELLANEOUS

34

INTERFERING W/ TRAIN

INTOXICATED PERSON

INVESTIGATION

KIOSK PROBLEM

LOST/FOUND PROPERTY

120

LOUD MUSIC

LUGGAGE

MISSING PERSON

2

MISSING PERSON-LOCATED

MOTOR VEHICLE ACCIDENT

2

NUCLEAR RELEASE

PARKING PROBLEM

16

PARKING LOT ACCIDENTS

PARKING LOT VIOLATIONS

PAYPHONE MALFUNCTION

PULLED EMERGENCY STOP

1

RECOVERED STOLEN PROPERTY

ROBBERY

ROBBERY-ATTEMPT

ROBBERY ARMED

SABOTAGE

SAFETY HAZARD

14

SEXUAL BATTERY

SEX OFFENSE (OTHER)

CLASSIFICATIONS BREAKDOWN
JANUARY 2014

CLASSIFICATION	
SIGN PROBLEM	
SLIP AND FALL	4
SMOKING ON TRAIN	1
SOLICITATION	1
STUDENT INCIDENT	
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
BOYNTON BEACH	
OTHER	
SURFBOARDS ON TRAIN	
SUSPICIOUS INCIDENT	2
SUSPICIOUS PERSON	2
SUSPICIOUS VEHICLE	3
SUICIDE ATTEMPT	
TELEPHONIC THREAT	
THEFT	5
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	1
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRAIN VS PEDESTRIAN	2
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	2
TRESPASS	12
TVM GATE MALFUNCTION	1
TVM MALFUNCTION	58
UNAUTHORIZED ANIMAL	
SAV VALIDATOR MALFUNCTION	2
VEHICLE ON TRACK	2
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT:	
TOTAL INCIDENTS 3112	

**SIX MONTH CRIME ANALYSIS
2013**

CLASSIFICATION	AUG	SEPT	OCT	NOV	DEC	JAN
ABANDONED VEHICLE			1	1		
ALARMS					1	
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN				1		
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO						
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO						
ASSAULT		1				
ASSIST PASSENGER	5	2	3	2		
ASSIST OTHER AGENCY	1				1	1
ATTEMPTED SUICIDE						
AUTO THEFT			1	1	1	1
AUTO THEFT - ATTEMPT						
AUTO THEFT - RECOVERY			1		1	1
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO						1
BATTERY	1	1		1	2	
BIKE LOCKER		6	6	1	2	1
BICYCLE VIOLATIONS						
BOMBING						
BOMB THREAT						1
BURGLARY						
BURGLARY ATTEMPT						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	1	1	1	6	2	1
BURGLARY-ATTEMPT AUTO			1			
CAMERA MONITORING CENTER						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	22	11	18	15	22	19
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	1		1	2	2	
DEBRIS ON TRACK	1					
DISORDERLY CONDUCT	5	4	8	2	3	6
DISTURBANCE	4	2	2	3	3	4
DRUG OFFENSE				2		1
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION	4	3	1	7		1
ELEVATOR MALFUNCTION	10	18	15	17	17	22
ESCALATOR MALFUNCTION	7	5	5	4	2	1
ELEVATOR PHONE MALFUNCTION	3	2	3	3	2	2
FARE EVASION- CITATIONS	163	128	180	146	141	121
FARE EVASION-WARNINGS	3155	3155	2977	2652	2789	2632
FARE EVASION-ARREST	8	2	11	8	7	2
FALSE IDENTIFICATION						
FIRE	1					1
GRADE CROSSING PROBLEM	3		3	1		
SUB-TOTAL	3395	3341	3238	2875	2998	2819

**SIX MONTH CRIME ANALYSIS
2013**

CLASSIFICATION	AUG	SEPT	OCT	NOV	DEC	JAN
ILLNESS	1	7	7	1	7	5
INJURY	1	3	3	3	1	1
INJURY-CPO						
INTERFERING W/ TRAIN	1	52		1		
INTOXICATED PERSON		3				
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	94	96	120	119	88	120
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	41		54	54	84	34
MISSING PERSON	2	2		2	1	2
MISSING PERSON-LOCATED					1	
MOTOR VEHICLE ACCIDENT		1		1	1	2
PARKING PROBLEM	9	6	4	8	11	16
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP						1
RECOVERED STOLEN PROPERTY			1			
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY		2	1		1	
ROBBERY ARMED						
ROBBERY ATTEMPT	1					
SAFETY HAZARD	12	7	14	18	13	14
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM			1			
SLIP AND FALL	1	4	5	4	4	4
SMOKING ON TRAIN						1
SOLICITATION	2	2		2	2	1
STUDENT INCIDENT	4	2	7	5	5	
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	1	4	2	1	4	2
SUSPICIOUS PERSON			3	3	2	2
SUSPICIOUS VEHICLE	2		2	2		3
SUICIDE ATTEMPT						
THEFT	7	10	6	6	9	5
THEFT-ATTEMPTED			1			
THROWING OBJECT AT TRAIN	4	1		3	1	1
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN	1		1		1	2
TRAIN VS VEHICLE		1			2	2
TRAIN VS FIXED OBJECT						
TRESPASS	8	2	7	1	8	12
TVM GATE MALFUNCTION	4	2	3	5	3	1
TVM MALFUNCTION	43	43	69	93	75	58
SAV VALIDATOR MALFUNCTION	4	2	4	7	10	2
VEHICLE ON TRACKS			1		1	2
WEAPON COMPLAINT				1		
TOTAL REPORTS	3638	3593	3554	3215	3333	3112

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

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

_____ NO

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

_____ NO

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

_____ NO

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

_____ NO

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

AUTHORIZED SIGNATURE: _____

TITLE: ADMINISTRATIVE ASSISTANT

DATE: February 5, 2014



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

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
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NO INCIDENTS REPORTED

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

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



G4S Secure Solutions USA
6499 Powerline Road Suite 300
Fort Lauderdale FL 33309-2044
Telephone: 954.771.5005
Fax: 954.771.5408
www.g4s.com/us



MEMORANDUM

To: Mr. Steven J. Collister, Project Manager, G4S/SFRTA

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

SUBJECT: MONTHLY ACTIVITY REPORT – JANUARY 2014

Date: Wednesday, Feb 5th 2014

I was assigned the following tasks for the month of: **JANUARY 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 **121** 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 **(11)** incidents:

- SFRTA IR #: 06-12-0797– Battery on CPO – (Pending Judicial Action, 17th Judicial Circuit)
- SFRTA IR #: 06-13-2497 – Train vs. Pedestrian – (Pending P.D. Reports)
- SFRTA IR #: 12-13-1100 – Train vs. Vehicle – (Pending P.D. / M.E. Reports)

- **SFRTA IR #: 12-13-2720 – Train vs. Pedestrian – (Pending P.D. / M.E. Reports)**
- **SFRTA IR # 12-13-2945 – Train vs., Vehicle – (Pending P.D. Report)**
- **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 IR #: 01-14-1478 – Train vs. Vehicle – (Pending P.D. Report)**
- **SFRTA IR #: 01-14-1790 – Train vs. Vehicle – (Pending P.D. Report)**
- **SFRTA COMPLAINT #: 23055 – Harassment – (Exonerated)**
- **SFRTA COMPLAINT #: 23104 – Misconduct – (Pending)**

In addition, I obtained various police reports pertaining to incidents involving the SFRTA. Refresher training regarding interpersonal relations and conflict management were conducted. In addition, I conducted CPR/AED Re-Certification / 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

NTD INTERNET REPORTING

NON MAJOR SECURITY

Part I

Jan-14

INCIDENTS ONLY

		Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcible Rape								
In Vehicle		0						0
In Revenue Facility		0						0
Non Revenue Facility		0						0
Right Of Way/Roadway		0						0
Robbery								
In Vehicle		0						0
In Revenue Facility		0						0
Non Revenue Facility		0						0
Right Of Way/Roadway		0						0
Aggravated Assaults								
In Vehicle		0						0
In Revenue Facility		0						0
Non Revenue Facility		0						0
Right Of Way/Roadway		0						0
Burglary								
In Vehicle		0						0
In Revenue Facility	Structure	0						0
Non Revenue Facility		0						0
Right Of Way/Roadway		0						0
Larceny/Theft Offenses								
In Vehicle		0						0
In Revenue Facility	Includes	6						6
Non Revenue Facility	Burglary	0						0
Right Of Way/Roadway	Vehicle	0						0
Motor Vehicle Theft								
In Vehicle		0						0
In Revenue Facility	Includes	1						1
Non Revenue Facility	Attempts	0						0
Right Of Way/Roadway		0						0
Arson								
In Vehicle		0						0

NTD INTERNET REPORTING

NON MAJOR SECURITY

In Revenue Facility
 Non Revenue Facility
 Right Of Way/Roadway

0						0
0						0
0						0

Part II

	In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
Fare Evasion (citations)	121				121
Other Assaults (arrests)	0				0
Trespassing (arrests)	0				0
Vandalism (arrests)	0				0

Other Security Issues

	In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
Bomb Threats	1				1
Bombing	0				0
Chemical / Biological / Nuclear Release	0				0
Cyber Incident	0				0
Hijacking	0				0
Non Violent Civil Disturbance	0				0
Sabotage	0				0

(2) Total Arrests (7 FE)
 (1) Battery CPO
 (2) Train vs. Ped
 (2) Train vs Veh

Total Property Damage (\$)

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (2/1/2014) thru (2/1/2015)

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 02/13/2014	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 (2/1/2014) thru (2/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u>			
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.
Renee Matthew 09-015 BRYAN KOHLBERG	TECHNICAL SERVICES & PROC. SUPPORT AFCS 012040 CH2M HILL, INC.	11/09/2011 03/22/2014	3 Year Term Engineering Services Through Delivery And Acceptance Of Fare Collection System.
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.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (2/1/2014) thru (2/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/>			
<u>projectmgr</u> 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.
<hr/>			
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.
<hr/>			
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.
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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.
<hr/>			
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.
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Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (2/1/2014) thru (2/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u>			
Suzie Papillon 10-023 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010289 PARSONS TRANSPORTATION GROUP	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
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.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (2/1/2014) thru (2/1/2015)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u>			
Suzie Papillon 10-028 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010695 BERGMANN ASSOCIATES INC	10/18/2010 10/17/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-029 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 010288 PB AMERICAS, INC	11/04/2010 11/03/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-030 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 010289 PARSONS TRANSPORTATION GROUP	11/04/2010 11/03/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Suzie Papillon 10-031 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 012040 CH2M HILL, INC.	11/04/2010 11/03/2014	4 Year Term 2 - 1 year renewal options. 1 option exercised - 1 option remains.
Allen Yoder 12-004 BOBBY BECKER	STUDENT TRANSPORTATION 15 PALM BEACH COUNTY SCHOOL BOARD	08/01/2012 06/30/2014	2 Year Term N/A



**Contract Actions Executed
Under The General Counsel's Authority
For The Month of January 2014**

AGENDA ITEM NO: N

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
1/13/2014	Kaplan Kirsch Rockwell LLP FEC ISSUES MODIFICATION TO INCREASE	Purchase Order	15,000.00	N/A