

PUBLIC COMMENT

1.

2.

CALL TO ORDER & PLEDGE OF ALLEGIANCE

PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE, ST. PETERSBURG, FL 33716 WWW.PSTA.NET 727.540.1800 FAX 727.540.1913

BOARD OF DIRECTORS MEETING AGENDA – JUNE 22, 2016; 9:00 AM PSTA BOARD ROOM

TIME

9:00

9:05

PAGE

	be asked to complete a green comment card, which will be given to the Chairperson by PSTA's General Counsel. Speakers will be recognized in the order in which cards are received.								
3.	RECOGNITION/AWARDS 9:25								
	A. Recognize Shelbie Harris	JEFF THOMPSON	5						
4.	COMMITTEE UPDATES	9:30							
	A. Transit Riders Advisory Committee	5 min	ELAINE MANN	6					
	B. Metropolitan Planning Organization	5 min	JULIE BUJALSKI	7					
	C. MPO's Local Coordinating Board	5 min	PATRICIA JOHNSON	8					
5.	CONSENT AGENDA (Board Members may pull items for discussion)	n)	9:45						
	A. Board Meeting Minutes		CHAIR RICE	9					
	B. Wheelchair Restraint System Replacements		HENRY LUKASIK	18					
	C. MPO Transit Planning Grant CASSANDRA BORCHER								
6.	ACTION ITEMS		9:55						
	A. FDOT Central Ave BRT Funding	CASSANDRA BORCHE	RS 33						
	B. Oct 2016 Service Improvements	CASSANDRA BORCHERS 39							

The Public Comment agenda item presents an opportunity for individuals to provide input on items that do not appear on the agenda. The public will also be allowed to speak on any consent agenda item, other than ceremonial and ministerial items, such as the approval of the Board's minutes, during the Public Comment section of the agenda. Each speaker will

	C. Capital Improvement Program/ Bus Purchase	40 min	DEBBIE LEOUS	57
	D. State Government Affairs Team Recommendation	15 min	BRAD MILLER	79
7.	INFORMATION ITEMS		11:25	
	A. Draft Fiscal Year 2017 Budget	15 min	DEBBIE LEOUS	126
8.	REPORTS/CORRESPONDENCE		11:40	
	A. PSTA Performance Report/Updates		BRAD MILLER	140
9.	FUTURE MEETING SUBJECTS		11:50	145
10.	OTHER BUSINESS		11:50	
11.	BOARD MEMBER COMMENTS		11:50	
12.	ADJOURNMENT		12:00	

THE NEXT MEETING IS JULY 27, 2016 AT 9:00 AM

MEETING NOTICE

The regular monthly meeting of the Pinellas Suncoast Transit Authority (PSTA) Board of Directors will be held on **Wednesday**, **June 22**, **2016**, **at 9:00 AM**, in the Board Room at PSTA Headquarters, 3201 Scherer Drive, St. Petersburg. Any last minute postponement of the meeting will result in another scheduled meeting to be held at least two days after the postponed meeting. A full Board Report package is available for public viewing at PSTA Headquarters and on PSTA's website. Materials printed in large type for the visually impaired can be made available by calling 727-540-1800 at least two days prior to the Board Meeting. Special listening devices are available for the hearing impaired and can be reserved by calling 727-540-1800. An interpreter for the hearing impaired can be scheduled with one week advance notice.

Public Comment - Items Not on the Agenda: The Public Comment agenda item presents an opportunity for individuals to provide input on items that do not appear on the agenda. Each speaker will be asked to complete a green comment card, which will be given to the Chairperson by PSTA's General Counsel. Speakers will be recognized in the order in which cards are received.

Public Comment - Items on the Agenda: After staff presentations on agenda items pertaining to Action Items, the Chairperson will ask for public comment, to be followed by Board comments/action. The public will be allowed to speak on any consent agenda item, other than ceremonial and ministerial items, such as the approval of the Board's minutes, during the Public Comment section of the agenda. Comments on Action Items and Consent Agenda Items must be limited to the specific agenda items. Each speaker will be asked to complete a green comment card, which will be given to the Chairperson by PSTA's General Counsel. Speakers will be recognized in the order in which cards are received.

Public Comment - Time Limits: Public comment is limited to three minutes per individual speaker, unless the Board grants additional time. A group can designate a spokesperson by completing the appropriate form and presenting it to staff. The spokesperson can then speak on behalf of the group, addressing the Board for three minutes for each member of the group present in the audience who waives his/her right to speak, up to a maximum of ten minutes.

Public Comment - Guidelines: Upon recognition by the Chairperson, individuals addressing the Board shall approach the podium and give his/her name in an audible tone of voice. Each speaker shall not comment more than once on the same agenda item, at the same meeting, unless the Board grants an exception. All remarks should be addressed to the Board as a body, and not to any member thereof. No person other than members of the Board and the person having the floor shall be permitted to enter into any discussion. Questions shall not be asked to individual Board members except through the Chairperson. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous while addressing the Board, may be requested to leave the meeting and may be barred from further attendance at that meeting.

If any person decides to appeal any decision made by the Board of Directors with respect to any matter considered at this meeting, he/she will need a record of the proceedings, and that, for such purposes, 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.

PUBLIC COMMENT



2: Public Comment

CUSTOMER

Action: Information Item

Resource: Darden Rice, Chairperson

- The Public Comment agenda item presents an opportunity for individuals to provide input on items that do not appear on the agenda.
- The public will also be allowed to speak on any Consent Agenda item, other than ceremonial and ministerial items, such as the approval of the Board's minutes, during the Public Comment section of the agenda.
- Each speaker will be asked to complete a green comment card, which will be given to the Chairperson by staff. Speakers will be recognized in the order in which cards are received. Public comment is limited to three minutes per individual speaker, unless the Board grants additional time.
- A group can designate a spokesperson by completing the appropriate form and
 presenting it to staff. The spokesperson can then speak on behalf of the group,
 addressing the PSTA Board for three minutes for each member of the group present
 in the audience who waives his/her right to speak, up to a maximum of ten minutes.

AWARDS AND RECOGNITION



3A: Recognize Shelbie Harris

CUSTOMER

Action: Information Item

Staff Resource: Jeff Thompson, Dir. of Transportation

Background:

- PSTA's Superintendent of Transportation Shelbie Harris retired on May 31, 2016 after 35 years of service.
- Shelbie was a mentor to many Bus Operators and Supervisors who had the privilege of working with her throughout her career. Her outgoing personality made her very approachable and she touched all of us in a special way.
- Her laugh is contagious, she can dance down the hallway and she is respected by all those who know her.
- Shelbie plans on traveling a little and taking care of her grandchildren as she gets comfortable with a new life style, that of being retired.
- Shelbie is still active with Mary Kay Products and we wish her the best and thank her for her many years of dedicated service to PSTA.

COMMITTEE UPDATES



4A: Transit Riders Advisory Committee

GOVERNANCE

Action: Information Item

Staff Resource: Brad Miller, CEO

Elaine Mann, Committee Chair



• Ms. Mann will give an update on the recent meeting of the Transit Riders Advisory Committee (TRAC).

Attachments: None

COMMITTEE UPDATES



4B: Forward Pinellas (MPO)

GOVERNANCE

Action: Information Item

Staff Resource: Brad Miller, CEO

Julie Bujalski, PSTA's Rep.



• Ms. Bujalski will give an update on the recent meeting of Forward Pinellas (MPO).

Attachments: None

COMMITTEE UPDATES



4C: MPO's Local Coordinating Board

GOVERNANCE

Action: Information Item

Staff Resource: Brad Miller, CEO

Patricia Johnson, PSTA's Rep.



• Ms. Johnson will give an update on the recent meeting of the Metropolitan Planning Organization (MPO) Local Coordinating Board (LCB).

Attachments: None

CONSENT AGENDA



5A: Board Meeting Minutes

GOVERNANCE

Action: Approve Board Meeting Minutes

Staff Resource: Clarissa Affeld, Admin. Assistant

• Staff recommends approval of the minutes of the May 25, 2016 Board Meeting.

Attachments:

1. Minutes



PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE, ST. PETERSBURG, FL 33716 WWW.PSTA.NET 727.540.1800 FAX 727.540.1913

BOARD OF DIRECTORS MEETING MINUTES – MAY 25, 2016

The Pinellas Suncoast Transit Authority (PSTA) Board of Directors met in regular session in the Board Room at PSTA Headquarters at 9:00 AM on this date with the following members present:

Julie Bujalski, Vice-Chairperson
Janet Long, Secretary/Treasurer
Joseph Barkley
Doug Bevis
Mark Deighton
Dave Eggers
Samantha Fenger
Pat Gerard
Patricia Johnson
Bill Jonson
Brian Scott
Kenneth Welch

Absent:

Darden Rice, Chairperson Ben Diamond Lisa Wheeler-Brown

Also Present:

Brad Miller, CEO Alan Zimmet, PSTA General Counsel PSTA Staff Members Members of the Public

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Vice-Chairperson Bujalski called the meeting to order at 9:08 AM and the Board was led in a moment of silence and the Pledge of Allegiance.

DRAFT

PUBLIC COMMENT

Tom Rask, unincorporated Pinellas County resident, (also speaking for Sully Grasso), spoke about lobbying and suggested that the Board put this issue on a future agenda. On the sustainability issue, he suggested cutting revenue miles to conserve buses. He spoke about an email he wrote to the Board about the Ulmerton Road Park & Ride demolition. Mr. Rask also commented on statements made to the press by Whit Blanton, Executive Director of Forward Pinellas (MPO).

Walter Slupecki, St. Petersburg resident, spoke about electric buses and thanked the Board for doing the research thus far, but he does not believe enough is being done to explore the possibility of acquiring two battery electric buses and the necessary infrastructure. He said that the electric buses can run on a number of PSTA's routes and urged the Board to allocate the necessary resources for two electric buses and charging station.

Phil Compton, Sierra Club, thanked Mr. Welch and Vice-Chairperson Bujalski for participating in the "Hands Across the Sand" event. He spoke about solar power and oil drilling off Florida's shores. He applauded Mr. Welch's proposal to the Board of County Commissioners (BOCC) to provide PSTA with BP settlement funds for the purpose of acquiring an electric bus charging station. Mr. Compton said the Sierra Club looks forward to working with the Board and staff to help with the shift to the type of buses that passengers are in favor of.

COMMITTEE UPDATES

<u>Transit Riders Advisory Committee (TRAC)</u> – Elaine Mann, Committee Chair, reported on the May 17th TRAC meeting.

<u>Forward Pinellas (Metropolitan Planning Organization - MPO)</u> – Vice-Chairperson Bujalski reported on the Forward Pinellas Board meeting that took place on May 11th.

MPO's Local Coordinating Board (LCB) – Ms. Johnson indicated that the MPO's LCB met on May 17th and provided some highlights.

CONSENT AGENDA

Mr. Jonson made a motion, seconded by Ms. Long to approve the Consent Agenda. There were no public comments. The Board unanimously approved the Consent Agenda, which included the approval of the April 27, 2016 Board meeting minutes, the

Ulmerton Road Park & Ride building demolition, the Board Room AV equipment revised contract, the Transportation Disadvantaged (TD) contracts, and the TRAC Committee appointments.

ACTION ITEMS

<u>FY 2015 Annual Audit</u> – This item was moved to the end of action items to allow time for the auditors to arrive.

Security Training Services Consultant - Mr. Miller explained that PSTA received a \$435,000 grant from the Transportation Security Administration (TSA) to perform training on security. He indicated that \$125,000 of the grant will pay the Bus Operators for their time while training, \$305,000 will be allocated to the consultants to design specific employee training and drill exercises, and \$5,000 for related administrative costs. Mr. Miller said that the grant work has to be completed within two years, but it is staff's recommendation that the contract be awarded as three-year contracts so that, with additional Board approval, the consultants may be used for other non-grant funded security related services. Mr. Barkley added that the Finance Committee unanimously recommended approval of the two contracts.

In response to Vice-Chairperson Bujalski's call for public comment, Mr. Rask cautioned the Board to ask some tough questions about these security contracts. He also mentioned PSTA hiring security for the Board meetings. Ms. Long made a motion, seconded by Mr. Welch to approve three-year contracts with both K & J Safety and Security Consultants, Inc. and Elert & Associates Technology Consultants, Inc. for a total cost not to exceed \$305,000 over the maximum three-year period. There were no further public comments. Motion passed unanimously.

<u>FY 2017 Federal Grant Application</u> – Debbie Leous, Chief Financial Officer, stated that the Federal Transit Administration (FTA) requires all grantees like PSTA to publish a list of the projects known as the Program of Projects (POP). It also requires a public hearing to provide an opportunity for public comment, which was held on May 18th. One comment was received from Barbara Haselden, Pinellas resident, requesting that PSTA consider purchasing less expensive, smaller shuttle-type vehicles. Ms. Leous pointed out that smaller vehicles are included in the list. She said the POP is consistent with supporting the mission of PSTA and includes money for buses, passenger amenities, workforce training, and technology improvements. Mr. Welch added that the POP does not specify which types of replacement buses will be purchased.

Ms. Long said she is very concerned about ensuring that one of the smaller vehicles will be used in the Lealman area because they have no public transportation. Mr. Jonson mentioned the past maintenance problems with the smaller vehicles and asked if a different vendor would be used for this purchase. Mr. Miller explained that PSTA is purchasing a heavier duty small bus from a different manufacturer. Mr. Scott asked about purchasing cutaways and Mr. Lukasik explained what is being considered.

Mr. Welch made a motion, seconded by Ms. Long to approve the POP. There were no public comments. Motion passed unanimously. Mr. Zimmet read Resolution #16-05 by title and Ms. Long made a motion, seconded by Mr. Jonson to approve the Resolution. There were no public comments. Motion passed unanimously.

<u>Succession Planning Policy</u> – Trish Collins, Staffing and Development Manager, indicated that at the direction of the Board, staff drafted a Succession Planning Policy. She said the Policy was presented to the Executive Committee at their May 11th meeting and they unanimously recommended approval. Ms. Long stated that the Executive Committee was pleasantly surprised at how thorough the plan is. Mr. Barkley indicated that he is very pleased with the plan which will provide the opportunity to train and prepare employees to move up at all levels. Ms. Long made a motion, seconded by Mr. Jonson to approve PSTA's Succession Planning Policy. There were no public comments. Motion passed unanimously.

INFORMATION ITEMS

[Mr. Deighton entered the meeting at 10:08 AM.]

<u>Sustainable Approach to Bus Replacements</u> - Mr. Miller delivered the presentation on sustainability as it relates to bus purchases. He explained that the recommendation is not to focus on the type of buses but rather the triple bottom line sustainability approach – environmental, economic, and social. Mr. Miller noted that PSTA operates and/or funds 454 vehicles around the County, not just the Authority's 210 buses. He pointed out that PSTA must be both environmentally sustainable as well as financially sustainable and cannot afford to commit to a single vehicle technology. Mr. Miller presented an analysis of each bus type which included the initial capital costs and the life cycle costs including maintenance and fuel. He also provided an analysis of the number of bus replacements in the next five years.

Ms. Long asked if PSTA had approached Duke Energy to possibly partner on the electric charging station. Mr. Miller said there have been meetings and will follow-up again with them.

Mr. Miller said staff is recommending the Board not commit to any one technology but rather commit to a goal of improving fuel economy over time and continue to apply for every possible grant available. He also suggested having one vote a year on the annual Capital Improvement Program (CIP), instead of multiple votes each year on the replacement bus purchase.

Mr. Welch indicated that the BOCC met last week and identified transportation as the number one project category on which to spend the BP oil spill funds. He added that PSTA has to make an ask to be considered for funding for the electric charging stations. Mr. Miller will send a letter to BOCC Chairman Justice. Mr. Barkley stated that even with the improved emission diesel buses and improved mileage, they still are diesel and diesel is old technology. He said it provides a bad image for a PSTA as a social organization. Mr. Jonson asked if the old diesel buses could be fitted with a newer, lower emission diesel engine. Mr. Lukasik answered that could have many challenges and be cost prohibitive.

Mr. Bevis asked if there is a universal charging station and Mr. Miller answered not yet. Ms. Long believes that there needs to be a strong stance on partnering with entities that currently fund transportation and think in a regional way. Mr. Deighton stated that transit could be more positive if it were more frequent and believes we need as many buses as possible. Mr. Scott pointed out that PSTA has to replace 70 buses over the next five years. This amounts to \$33 million for the diesel, \$49 million for hybrids, and \$100 million for all electric. He indicated that diesel technology is not going away and it is not old technology. Mr. Eggers talked about bus frequency and the need to preserve the cash resources as much as possible over the next five years. He said that pilot programs are critically important to investigate. Vice-Chairperson Bujalski asked about funding for the add-ons for the buses and Mr. Miller responded that they are eligible for the federal grant.

In response to Vice-Chairperson Bujalski's call for public comments, Mr. Rask talked about the ridership numbers being down. Ms. Haselden commented on the bus study and the recommendation for using smaller vehicles. Mr. Compton believes Mr. Miller's analysis needs some more tweaking before a decision is made.

Mr. Barkley would like an analysis on the cutaway buses. Ms. Long asked Mr. Miller to schedule a follow-up meeting with Duke Energy. Mr. Scott offered clarification on the cutaway buses and mentioned the smaller Gillig buses. Mr. Jonson spoke of the changing technology and said PSTA will have to make the bus purchase decision each year based on new technology. Mr. Bevis said to bring back the best plan that fits the

three components of sustainability. Mr. Welch suggested making an ask of \$400,000 to the BOCC for the charging station.

[Ms. Johnson left the meeting at 11:25 AM and did not return.]

ACTION ITEM

<u>FY 2015 Annual Audit</u> – Ms. Leous introduced Andrew Laflin, Principal with CliftonLarsonAllen, PSTA's independent audit firm. Mr. Laflin delivered a presentation on the FY 2015 audit which included the audit services performed, the reports that were delivered, and the results of the procedures. He informed the Board that the independent auditors' report on internal controls reported no material weaknesses, as well as the single audit report which had no material weaknesses. Mr. Laflin said a management letter was issued to PSTA which reflected no findings to report. He also explained the changes in the Florida Retirement System (FRS) and the new accounting standards for the Governmental Accounting Standards Board (GASB).

Mr. Barkley reported that the Finance Committee unanimously recommended acceptance of the audit. There was a question on why the bank confirmation letters were not included in the final report and Ms. Leous explained that they are included in the audit work papers. The confirmation letters were sent directly from the bank to the auditors for verification of balances. In response to Vice-Chairperson Bujalski's call for public comment, Mr. Rask said great report and suggested including the bank letters in the final audit. He also suggested reducing the pension liability by cutting bus service and decreasing the number of bus drivers. Mr. Bevis made a motion, seconded by Ms. Gerard to accept the audit. Motion passed unanimously.

INFORMATION ITEM

<u>June/October Service Improvements</u> - Cassandra Borchers, Chief Development Officer, said that some minor service changes would occur in June and then more extensive changes in October. She presented the June service changes for Routes 11, 444, and 52. Bob Lasher, External Affairs Officer, spoke about the public engagement for these service changes. Ms. Borchers presented the October system-wide service changes. Mr. Lasher spoke about the early internal outreach and public engagement for these changes and also the feedback received from the public workshops to date. In addition, he outlined the final public outreach planned for July through October 4th leading up to the service changes.

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Ms. Borchers answered Ms. Long's earlier question about the Lealman community. She indicated that staff is investigating opportunities for funding to implement community circulators. In response to Vice-Chairperson Bujalski's call for public comment, Mr. Rask stated that he believes the public outreach effort is marketing PSTA. He suggested the Board reconsider having evening Board meetings and questioned the revenue miles with these service changes. He said he will work toward a cut in the millage rate since PSTA did not cut service as they stated in 2014. Ms. Borchers responded that the revenue miles are neutral in this plan.

Vice-Chairperson Bujalski stated that North County is very excited about the seven day trolley service. She urged staff to get creative on the route by the Fenway and the ballpark.

REPORTS/CORRESPONDENCE

<u>2017 Budget Personnel Assumptions</u> – Mr. Miller indicated that next month, the Board will receive a draft FY 2017 budget. The Planning Committee will review the draft first and receive an update on PSTA's biggest single expense which is the personnel assumptions.

<u>PSTA Performance Report/Updates</u> – The report was supplied in the Board packet. Mr. Miller indicated that ridership has declined substantially from last year. He said that he is developing a detailed analysis which will be presented at a future meeting. He noted that the Agency is still on budget for this year.

FUTURE MEETING SUBJECTS

The Board was provided with a list of upcoming meeting subjects. Mr. Miller said there will be a Rider Town Hall on June 3rd at the Countryside Mall. He also informed the Board that Senator Brandes will speak at the Legislative Committee meeting on June 6th.

OTHER BUSINESS

Mr. Miller said Shelbie Harris, who is retiring after 35 years with PSTA, will be recognized at next month's meeting.

BOARD MEMBER COMMENTS

Mr. Scott wished everyone a great Memorial Day weekend.

Mr. Deighton said he and Mr. Miller spoke with St. Pete Beach regarding the Bus Rapid Transit (BRT) project. He stated that the problem is the cost which the city will have further discussion about. Some Board members mentioned a city referendum and suggested the Legislative Committee further explore this subject.

[Ms. Gerard left the meeting at 12:35 PM and did not return.]

Mr. Bevis referred to comments made about PSTA's need to cut service. He pointed out that when the Agency has service changes, there are some cuts being made.

Mr. Barkley thanked Mr. Miller for the analysis on the different costs per mile. He mentioned the negative comments made to the Board today, adding that those folks make up a very small segment of the population. He urged his fellow Commissioners not to be overly reactive to comments, both pro and con. He wished everyone a nice holiday weekend.

Mr. Welch stated that the Community Bus Plan is integral to everything PSTA has done. He echoed his colleagues that service changes are being made in the right way and used Crystal Lakes Manor as an example. He said he is looking forward to next month's discussion on vehicles.

Mr. Jonson reminded the Board that the City of Clearwater is implementing a pilot to supplement the Trolley service going to and from Clearwater Beach. The ferry is also an option through July 4th. He said the challenge for the Board is to provide an understanding of how transit serves the existing customers and how it could serve the community better.

Vice-Chairperson Bujalski wished everyone a great holiday. She reminded everybody that school will be out soon and to please be careful of the kids out there on the streets. She said it was her pleasure to serve everyone today.

<u>ADJOURNMENT</u>

There being no further business, Vice-Chairperson Bujalski adjourned the meeting at 12:41 PM. The next meeting is scheduled for June 22nd at 9:00 AM.

Chairperson	

CONSENT AGENDA



5B: Wheelchair Restraint System Replacements



Action: Approve a Contract for Seat/Securement Equipment Upgrades for 46

Buses with Gillig LLC for a Total Cost Not to Exceed \$242,000.

Staff Resource: Henry Lukasik, Dir. of Maintenance

Joe Barkley, Committee Chair



Background:

- Last month, PSTA was notified by FDOT it was successful in being awarded discretionary grant funding under the state-allocated Federal Section 5310 Seniors & Individuals with Disabilities Capital Assistance Program.
- The basis of the grant application was to upgrade PSTA's 46 2006 Gillig buses with replacement of the first row forward-facing flip seats with barriers, replacement of the wheelchair/scooter securement systems, and replacement of the integrated side-facing flip seats on both the curb side and street side of each bus.
- In April 2016, PSTA released an Invitation for Bid (IFB) soliciting competitive proposals from experienced, qualified, and capable vendors to supply the seating, securement, and barrier equipment being specified.
- The IFB was posted on PSTA's website, DemandStar, and was requested by 44 suppliers.
- Of the 44 vendors, 36 did not offer seat/securement equipment, one did not have the seating/securement equipment available, four firms choose not to bid, one did not respond to the bid request, and two vendors submitted a response to the IFB.
- The two vendors who responded are as follows:

Prevost Gillig, LLC

- PSTA Procurement & Maintenance staff evaluated the submittals from both suppliers.
- As a result, Gillig, LLC., was selected as the lowest cost, most responsive and responsible bidder, and therefore, is recommended for contract award.

Fiscal Impact:

• Federal Transit Administration (FTA) Section 5310 Federal Share (80%)--\$193,600

- Florida Department of Transportation (FDOT) State Share (10%)—\$24,200
- PSTA Local Share (10%)—\$24,200

Recommendation:

- Approve a contract for seat/securement equipment for 46 buses with Gillig LLC., for a cost not to exceed of \$242,000.
- The Finance and Transit Riders Advisory Committee (TRAC) Committees reviewed this item and are recommending approval.

Attachments:

1. Contract (CLICK TO VIEW/PRINT)

CONSENT AGENDA



5C: MPO Transit Planning Grant





Action: Approve the Annual Joint Participation Agreement (JPA) between PSTA

and the Pinellas County Metropolitan Planning Organization (MPO) for PSTA's Receipt of \$80,000 in FTA Section 5305(d) Transit Planning

Funds.

Staff Resource: Cassandra Borchers, CDO

Joe Barkley, Committee Chair

FINANCE & PERFORMANCE MANAGEMENT

Background:

- The Federal Department of Transportation (DOT) provides federal highway and federal transit funds to MPOs allocated primarily based on population.
- Under Fixing America's Surface Transportation (FAST) Act, Section 5305 funding are received by the Pinellas County MPO to use for eligible transit planning.
- Historically, the MPO has provided PSTA with \$80,000 per year from its annual allocation.

Fiscal Impact:

• This amount has not changed since at least 2005. The FY 2016-2017 amount remains at \$80,000.

Recommendation:

- Approve the FY 2016-2017 Section 5305(d) JPA between PSTA and the Pinellas County MPO.
- The Finance Committee reviewed this item and is recommending approval.

Attachments:

1. Agreement

PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION

and

PINELLAS SUNCOAST TRANSIT AUTHORITY JOINT PARTICIPATION AGREEMENT

	THIS	S AG	REE	MEN	NT, mad	de an	d ente	ered into th	is	day of			<u> </u>	16, by
and	betwe	en 1	the	PINI	ELLAS	COL	JNTY	METROF	OLITAN	PLAN	NING	OR	GANIZA ⁻	ΓΙΟΝ,
herei	nafter	call	ed 1	the	MPO,	and	the	PINELLAS	SUNC	DAST	TRANS	SIT	AUTHO	RITY,
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WITNESSETH

WHEREAS, the MPO and the Florida Department of Transportation (FDOT) have entered into a Joint Participation Agreement for Federal Transit Administration Section 5305(d) planning funds (CFDA 20.505), subject to annual appropriations of funds, for certain work elements in the Pinellas Urbanized Area Unified Planning Work Program (UPWP), each respectively incorporated herein by reference to this Agreement; and

WHEREAS, the purpose of this Agreement is to provide assistance for the undertaking of FTA-funded work elements as defined in the 2016/2017 and 2017/2018 UPWP, hereinafter called the Project, and to state the terms and conditions upon which such assistance will be provided and the understanding as to the manner in which the Project will be undertaken and completed.

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

1.0 Accomplishment of the Project

(a) <u>General Requirements</u>: The Public Agency shall commence, carry on, and complete the Project to provide transit operations planning as more particularly described and scheduled in Exhibit "A", attached hereto and made a part hereof, with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws. Eligible costs incurred on or after the effective date of this Agreement are chargeable to this Project.

1

(b) <u>Submission of Proceedings, Contract, and Other Documents</u>: The Public Agency shall submit to the MPO such data, reports, records, contracts, and other documents relating to the Project as the MPO may reasonably require. This will include copies of quarterly Progress Reports and Requests for Reimbursement required by the Federal Agency.

2.00 Project Cost

The total cost of the planning services of this Project will not exceed \$100,000, of which the Public Agency will provide \$10,000, the State will provide \$10,000, and the MPO will provide \$80,000 or 80 percent of the project cost, whichever is less.

3.00 Project Term

The effective date of this Agreement shall be when it is entered into as specified above. The Public Agency agrees to complete the Project by September 30, 2017. In the event the Project is delayed due to MPO actions or other circumstances beyond the control of the Public Agency which delay the Project beyond this completion date, the MPO may grant to the Public Agency extensions of time reflecting this delay, in writing, upon request from the Public Agency for such an extension. Extensions are contingent upon the prior approval of the Federal Transit Administration.

4.00 The Project Budget

The Public Agency shall carry out the Project and shall incur obligations against and make disbursements of Project funds.

5.00 Accounting Records

(a) <u>Funds Received or Made Available for the Project</u>: The Public Agency shall record in a Project account all payments received by it on account of the Project, which MPO payments and other funds are herein collectively referred to as "Project Funds."

- (b) <u>Documentation of Project Costs</u>: All costs charged to the Project, including any approved services contributed by the Public Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and priority of the charges.
- (c) <u>Audit Reports</u>: The Public Agency shall provide, for each of its fiscal years for which the Project Account remains open, an audit report prepared in accordance with *Government Auditing Standards* and conforming to the single audit requirements in *OMB Circular A-133* either by its official auditor or audit agency or an independent certified public accountant, reflecting in detail the use for the Project of funds from the MPO, the Public Agency, and any other sources.
- (d) Record Retention: The Public 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 MPO or the FDOT, or its designee, CFO or Auditor General access to such records upon request. The Public Agency shall ensure that the independent audit working papers are made available to the MPO or the FDOT, 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. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the MPO or the FDOT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the MPO or the FDOT upon request. Records of costs incurred include the Public Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the MPO or the FDOT for a proper audit of costs.

6.00 Requisition and Payments

(a) <u>Preliminary Action by the Public Agency</u>: In order to obtain any payment, the Public Agency shall file its requisition, and such other data pertaining to the Project Account and the Project as the MPO may require to justify and support the payment, with the MPO within 15 days of the end of a calendar quarter on forms prescribed by the MPO.

- (b) <u>MPO Obligation</u>: Subject to other provisions herein, the MPO will pay to the Public Agency all proper requisitions for the eligible costs in accordance with this Agreement within 10 business days of the MPO's receipt of funds from the FDOT.
- (c) <u>Disallowed Costs</u>: In determining the amount of the requisition payment, the MPO will exclude all Project costs incurred by the Public Agency prior to the effective date of this Agreement.

7.00 <u>Termination or Suspension of the MPO's Obligations</u>

If the Public Agency abandons or discontinues the Project, the MPO may, upon submitting written notice to the Public Agency, immediately suspend any or all of its obligations under this Agreement. The MPO may also suspend any or all of its obligations under this Agreement without cause with 30 days' written notice, provided, however, that the MPO shall be obligated to reimburse the Public Agency for any eligible costs incurred by the Public Agency prior to the date of the suspension of the MPO's obligations or the Public Agency's receipt of the written notice, whichever is later

8.00 Audit and Inspection

The Public Agency shall permit, and shall require its contractors to permit, the MPO's authorized representatives to inspect all work materials, payrolls, records; and to audit the books, records, and accounts for the Public Agency pertaining to the financing and development of the Project.

9.00 Third Party Contracts, Subcontracts, and Supplemental Agreements

The Public Agency may enter into third party contracts, subcontracts, and supplemental agreements necessary to accomplish the Project only with the prior written consent of the MPO.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions

<u>CIVIL RIGHTS</u> - The following requirements apply to this Agreement:

4

<u>a. Nondiscrimination</u> - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

"The Public Agency shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The Public Agency shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Public Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the MPO deems appropriate."

Each subcontract the Public Agency signs in regards to this federal aid project must include the assurance in this paragraph (see 49 CFR 26.13(b)). The Public Agency agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

<u>b. Equal Employment Opportunity</u> - The following equal employment opportunity requirements apply to this Agreement:

(1). Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Public Agency agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Public Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action

shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Public Agency agrees to comply with any implementing requirements FTA may issue.

- (2). Age In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Public Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Public Agency agrees to comply with any implementing requirements FTA may issue.
- (3). Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Public Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Public Agency agrees to comply with any implementing requirements FTA may issue.
- (4). Access to Services for Persons with Limited English Proficiency To the extent applicable and except to the extent that FTA determines otherwise in writing, the Public Agency agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.
- (5). Environmental Justice The Public Agency agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.
- (6). Other Nondiscrimination Laws The Public Agency agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

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

(7). Disadvantaged Business Enterprise – This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

11.00 Miscellaneous Provisions

- (a) MPO Not Obligated to Third Parties: The MPO shall not be obligated or liable hereunder to any party other than the Public Agency.
- (b) Responsibility of Claims and Liability: To the extent permitted by law, the Public Agency shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the MPO from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property caused by the negligent acts or omissions of the Public Agency in the performance of its work on the Project, except only such injury or damage caused by the negligence of the MPO. Nothing contained herein is intended to nor shall it be construed as a waiver of either parties' immunity from or limitation of liability that either may be entitled to under the doctrine of sovereign immunity or Section 768.28, F.S.
- (c) <u>E-Verify</u>: This Agreement is subject to the U.S. Department of Homeland Security's E-Verify system requirements as set forth in Exhibit "B".

12.00 Right of Technical Review

The MPO shall have the right of technical review of the work.

13.00 Execution of Agreement

This contract may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

14.00 Official Notice

All notices required by law and by this Agreement to be given by and party to the other shall be in writing and shall be sent to the following respective addresses:

- (a) Whit Blanton, FAICP, Executive Director Pinellas County MPO310 Court StreetClearwater, FL 33756
- (b) Brad Miller, CEOPinellas Suncoast Transit Authority3201 Scherer DriveSt. Petersburg, FL 33716

APPROVED AS TO FORM: PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION BY: _____ Jim Kennedy, Chairman BY: ____ Chelsea D. Hardy (MPO Attorney) ATTEST: ______ Whit Blanton, FAICP, Executive Director PINELLAS SUNCOAST TRANSIT AUTHORITY APPROVED AS TO FORM: BY: _____PSTA Chairman Alan S. Zimmet (PSTA Attorney) ATTEST: _____

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day

and year first above written:

EXHIBIT "A"

This Exhibit forms an integral part of that certain Joint Participation Agreement between the PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION and the PINELLAS SUNCOAST TRANSIT AUTHORITY, hereinafter called the Public Agency.

THE PROJECT:

Transit Operations Planning for FY 2016/17

LOCATION:

The Public Agency's service area, Pinellas County, Florida

THE PROJECT DETAIL:

The Public Agency will carry out the activities listed below.

- 1. Update Transit Development Plan (TDP) annually to document progress on the implementation plan and to incorporate any changes in the 10-year implementation plan or to the vision plan.
- 2. Analyze route performance using the Route Performance Monitoring System.
- 3. Continue to analyze changes in fare revenue and average fare by specific fare categories.
- Continue to evaluate integration of new technologies with transit operations such as autonomous vehicle technologies, Intelligent Transportation Systems, and alternative fuel systems.
- Maximize utilization of data collected from various technologies including automated vehicle location (AVL) systems, automatic passenger counters (APC), and real-time bus arrival. Evaluate new sources of data that could be used in planning and evaluation of transit services.
- 6. Annually develop a five-year Capital Improvement Program identifying the use of FTA Section 5307 formula funds (annual).
- 7. Support the application of local concurrency/land development requirements to include transit improvements in development projects.
- 8. Work with the MPO, FDOT, and local jurisdictions to improve transit access and multimodal connectivity.
- 9. Provide transit data to the FDOT, the MPO, local jurisdictions, and others as requested for use in the development of various plans and projects, such as the Congestion Management Process, Long Range Transportation Plan, CMP, LRTP, the RTA traffic forecast model, and local land use and transportation plans.

10

- 10. Continue liaison activities between the MPO, FDOT, TBARTA, municipalities, PSTA and other regional transit and land use agencies, including participation in committee, board, and other meetings as appropriate.
- 11. Conduct public outreach, market research and on-board surveys to obtain information and comments that will be used in planning for Phases 2 and 3 of the System Redesign, proposed premium transit services, and other projects as needed.
- 12. Evaluate public comments and utilize findings from public outreach to support strategic and service planning efforts.
- 13. Develop and implement sustainability plan, including goals related to improving environmental, economic, and social sustainability, and conduct ongoing monitoring activities to identify progress toward goals.
- 14. In partnership with local jurisdictions and other agencies, evaluate and advance regionally significant public transportation projects, including regional transit routes and paratransit services; common fare structure and media, and the Regional Farebox Project.
- 15. Utilize findings from market research studies to support strategic and service planning efforts.
- 16. Carry out work associated with the purchase of new buses, passenger amenities, and other grant-funded procurements.
- 17. Conduct planning studies and related work necessary to advance PSTA's priority projects.
- 18. Coordinate with local jurisdictions and other agencies on various transportation studies and projects, such as the LRTP, the Gateway Express, shoulder running bus pilot, Bike and Pedestrian Access to Transit Study, the TBARTA Master Plan, Regional Farebox Project, MPO emphasis areas, and local transportation and land use planning activities.
- 19. Review and monitor transit plans for consistency with the LRTP and other transportation plans.
- 20. Evaluate and support transportation demand management strategies related to transit.
- 21. Attendance and travel associated with workshops, meetings, and conferences related to transit planning.

Estimated Total Project Cost:

\$100,000

EXHIBIT "B"

11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

375-040-68 PROCUREMENT

Contract No:
Financial Project No(s):
Project Description: Transit Operations Planning for FY 2016/17
Vendor/Consultant acknowledges and agrees to the following:
Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
1. All persons employed by the Vendor/Consultant during the term of the Contract to

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Pinellas Suncoast Transit Authority

Authorized Signature:

Title: Chief Executive Officer

Date: June 22, 2016

ACTION ITEM



6A: FDOT Central Ave BRT Funding





Action: Approve the FY 2017 Florida Department of Transportation (FDOT)

Central Avenue BRT Joint Participation Agreement and Recommend

Adoption of Resolution #16-06.

Staff Resource: Cassandra Borchers, CDO

Pam Reitz, Manager of Contracts/Grants

Ken Welch, Committee Chair

PLANNING

Background:

- In December, the PSTA Board approved the Central Avenue BRT project to apply for entry into Project Development (PD) under the Federal Transit Administration (FTA) Small Starts Program. A formal letter requesting entry into PD was sent to the FTA in early March 2015.
- PD phase will be approximately \$700,000 to complete. FDOT will be providing \$500,000 and PSTA will contribute the remaining \$200,000, as planned in the FY 2016 adopted budget. The task work order expenditure has been reviewed and approved by the PSTA Board.

Summary:

- After completing their review, the FTA sent a letter of concurrence (dated May 25, 2016) approving PSTA's request to advance the Central Avenue BRT project into the Small Starts project development phase of FTA's Capital Investment Grant (CIG) program.
- FDOT has provided PSTA Special Designated Funds (Inter-Modal funds) to be used for planning costs directly related to the Central Avenue BRT project.

Fiscal Impact:

FDOT FY 2017 Funding

• FPN #437245-1-24-01, this agreement provides \$500,000 in FDOT-D7 Special Designated Funds that will be programmed under Inter-Modal funds that have been allocated to PSTA for FY 2017. These funds will be used for planning costs directly related to the Central Avenue BRT project.

Recommendation:

- Approve the FY 2017 FDOT Central Ave BRT Joint Participation Agreement and adopt Resolution #16-06.
- The Planning Committee reviewed this item and is recommending approval.

Attachments:

- 1. FTA Letter of Concurrence (dated May 25, 2016)
- 2. Resolution #16-06



U.S. Department Of Transportation Federal Transit Administration

Headquarters

1200 New Jersey Avenue S.E. Washington DC 20590

MAY 2 5 2016

Brad Miller Chief Executive Officer Pinellas Suncoast Transit Authority 3201 Scherer Drive St. Petersburg, FL 33716

Re: Project Development Initiation – Central Avenue Bus Rapid Transit Project

Dear Mr. Miller:

Thank you for your letter, dated March 9, 2016, requesting entry into the Project Development (PD) phase under the Federal Transit Administration's (FTA) Small Starts program for Pinellas Suncoast Transit Authority's (PSTA) Central Avenue Bus Rapid Transit project. After reviewing your initial letter, FTA requested additional information on March 17 that was submitted on March 30, 2016. FTA determined on April 15, 2016, that the information provided was sufficient to enter the PD phase. Per the requirements of the Fixing America's Surface Transportation Act (FAST), the following activities must be completed during PD:

- Select a locally preferred alternative;
- Have the locally preferred alternative adopted into the fiscally constrained long range transportation plan;
- Complete the environmental review process; and
- Complete the activities required to develop sufficient information for evaluation and rating under the Section 5309 criteria.

FTA encourages you to familiarize yourself with the information found on the Capital Investment Grant program webpage at https://www.fta.dot.gov/funding/grant-programs/capital-investments/capital-investment-program. There you will find more details and information on the activities mentioned above including answers to frequently asked questions and the information that must be provided to FTA for eventual project evaluation and rating.

FTA will be in contact to discuss its technical assistance and project oversight plans as the project moves through PD. FTA would appreciate periodic updates from PSTA on the status of completion of PD activities.

With this entry into PD, PSTA has pre-award authority to incur costs for PD activities prior to grant approval and to retain eligibility of those activities for future FTA grant assistance. PD activities include the work necessary to complete the environmental review process and as much

engineering and design activities as PSTA believes are necessary to support the environmental review process. Upon completion of the environmental review process, FTA extends pre-award authority to project sponsors in PD to incur costs for as much engineering and design as necessary to develop a reasonable cost estimate and financial plan for the project, utility relocation, vehicle acquisition and real property acquisition and associated relocations. This pre-award authority does not constitute a commitment that future Federal funds will be approved for PD or any other project cost. As with all pre-award authority, relevant Federal requirements must be met prior to incurring costs in order to preserve eligibility of the costs for future FTA grant assistance.

If you have any questions or comments, please contact Brian Jackson at (202) 366-8520 or brian.jackson@dot.gov.

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Sincerely,

Associate Administrator for planning

and Environment

cc: Ed Coven, State Transit Manager, Florida Department of Transportation



#16-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE **PINELLAS** SUNCOAST **TRANSIT AUTHORITY AUTHORIZING** THE OF EXECUTION IOINT PARTICIPATION AGREEMENT FPN 437245-1-24-01 BETWEEN THE **STATE** OF **FLORIDA** DEPARTMENT OF TRANSPORTATION AND THE PINELLAS **SUNCOAST** TRANSIT **AUTHORITY** FOR FDOT-D7 SPECIAL DESIGNATED FUNDS THAT WILL BE PROGRAMMED UNDER INTER-MODAL FUNDS FOR PREMIUM TRANSIT FEASIBILITY STUDY.

WHEREAS, the State of Florida Department of Transportation and the Pinellas Suncoast Transit Authority are authorized to enter into Joint Participation Agreements for the joint exercise of power; and

WHEREAS, the State of Florida Department of Transportation is interested in assisting localities with their public transportation operations and facilities; and

WHEREAS, the State of Florida Department of Transportation has funding available through its Special Designated Funds that will be programmed under Inter-Modal Funds to assist the Pinellas Suncoast Transit Authority in the provision of public transit services; and

WHEREAS, the Florida Department of Transportation will provide \$500,000 in FDOT-D7 Special Designated Funds that will be programmed under Inter-Modal funds for FDOT Fiscal Year 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY BOARD OF DIRECTORS THAT:

- The Chief Executive Officer is authorized to execute Joint Participation Agreement, FPN 437245-1-24-01, with the Florida Department of Transportation (FDOT) and any instrument, including Supplemental Agreements, required as incident to the Agreement, on behalf of PSTA.
- 2. The Chief Executive Officer is authorized to furnish such additional information as the FDOT may require in connection with the Joint Participation Agreement.
- 3. The Chief Executive Officer is authorized to set forth and execute affirmative procurement policies in connection with the Joint Participation Agreement and budget.

ATTEST:	PINELLAS SUNCOAST TRANSIT AUTHORITY PINELLAS COUNTY, FLORIDA				
Janet C. Long, Secretary-Treasurer	Darden Rice, Chairperson				
DATE: June 22, 2016	APPROVED AS TO FORM				
	Alan S. Zimmet PSTA General Counsel				

ACTION ITEM



6B: Oct 2016 Service Improvements

Action: Approve the October 2016 Service Improvements.

Staff Resource: Cassandra Borchers, CDO

Bob Lasher, External Affairs Officer

Christine McFadden, Manager of Schedules

 $\label{thm:cond} \mbox{\it Juan Luvian, Marketing and Sales Coord.}$

Elaine Mann, TRAC Committee Chair Ken Welch, Planning Committee Chair



Background:

- In early 2015, PSTA embarked on a customer focused redesign of services in concert with the tenets of the Community Bus Plan and in light of fiscal constraints.
- Staff developed a multi-phase plan approach to systematically examine every route in the entire PSTA network to improve efficiencies and delivery of service to customers. This became the "Customer Oriented System Redesign" element of the Path Forward Strategic Plan:
 - Focus resources where transit works best
 - o Identify transportation alternatives for affected customers (if needed)
 - Use a data-driven and customer sensitive approach
- PSTA's ongoing effort is to enhance service to our customers while maintaining or improving overall system efficiency.
- In Phase 1 of the System Redesign, PSTA examined underperforming routes and recommended service adjustments.
- Phase 2 compromised the transformation of bus services in Downtown St. Petersburg from a hub to grid system and service increases on select routes.

October Service Improvement Summary:

- Phase 3 will examine and make recommendations for the remainder of the PSTA network. Work for this phase includes:
 - o Technical review of Community Bus Plan recommendations
 - Update of data used in performance analysis, as well as new data collection as needed

- o Extensive public outreach including engagement and information phases
- Two Phase Implementation (October 2016 and February 2017)

The results of this phase (to be implemented by 2017) will achieve many of the goals of the community bus plan within the existing resources of PSTA.

- The changes proposed for October are focused on North County with route improvement proposals for Safety Harbor, Palm Harbor, and the institution of seven day a week Jolley Trolley service for the first time from Clearwater through Dunedin to Tarpon Springs.
- Additional changes are focused on Mid-County including shortening routes to improve on-time performance and allow for targeted frequency improvements.
- Staff has met with the union and local jurisdictions to review proposed changes.
- Public meetings will be held May 10 -16, 2016 in Oldsmar, Dunedin, Tarpon Springs, St. Petersburg, and Clearwater. Public hearings were scheduled for June 7th in Clearwater and June 18th in St. Petersburg.
- Staff will report on the proposed changes and comments received from the public.
- After the October service changes are approved staff will turn our attention to South County and finishing Mid-County changes for a February service change.

Fiscal Impact:

• Overall, service improvements for October 2016 are expected to be budget-neutral.

Recommendation:

- Approve the October 2016 Service Improvements.
- The Planning and Transit Riders Advisory Committee (TRAC) Committees reviewed this item and are recommending approval.

Attachments:

- 1. PowerPoint
- 2. Route Change Descriptions



October 2016 Service Improvements

System Redesign
PSTA Board Meeting
June 22, 2016

Pinellas Suncoast Transit Authority (PSTA) St. Petersburg, Florida















Goals of the 2013 Bus Plan

- Wide scale community engagement "Tell us what do you want"
- Mold the bus network to better serve the economy and needs of our community
- Create a thoughtful, phased plan to suit a variety of funding scenarios
- Comprehensive plan development designed to maximize previous efforts





















May 2015 Strategic Direction

- Financial Stewardship
 - 5-year Balanced BudgetProcess
 - Increased Revenues
 - Decreased Expenses
- Sustainable Capital Program
- Service Redesign
- Incremental Expansion

PATH FORWARD

Mission: PSTA provides safe, convenient, accessible and affordable public transportation services for Pinellas County residents and visitors, and supports economic vitality, thriving communities, and an enhanced quality of life.

Visionary Service Design: Increase Public Transit Access

- Update the Community Bus Plan as needed to address and embrace changes within the community
- . Make incremental progress towards the planned county-wide high frequency grid.
- Examine a variety of new revenues and delivery alternatives, always with a focus on strategic cost control.

ol. WHORAKY

Sustainable Capital Program

- · Prioritize bus replacements.
- Use reserves to purchase buses.
 Seek future year partners to prioritize
- transit capital funding.

 Advocate for strong federal, state, and local capital funding.

Identify transportate affected customers. Use a data-driven a

Customer-Oriented Service Redesign

- Focus resources where transit works best.
 Identify transportation alternatives for
- Use a data-driven and customer sensitive approach.

Incremental Expansion

- Seek funding for incremental expansion projects.
- Support pilot projects that fit within
- the community and PSTA plans.

 Leverage partnership with

MPO/Others.



Provide Effective, Financially Viable Public Transportation that Supports Our Community

- · Examine all possible financing options including strategic cost control measures.
- Appropriately maximize revenue sources already available to PSTA.
- Remain committed to sustainable decision-making (financial, environmental, social).
- · Proactively seek new external partnership opportunities.

\$ FRANCISCO SUTTANABLE

Develop a Strong Governance Model for Effective Pinellas Transportation Leadership

- The Executive Committee will assist the Board in developing high-level policy consensus.
- Strengthen existing PSTA Board committees' roles in assisting the full Board.
- Fully participate in collaborative transportation policy and priority setting with other federal, state, and regional partners.
- Policy decisions will support community development, transportation, and land use objectives.

Focus on Customer-Oriented Public Transit Services

- Continuous improvement of PSTA bus services for both riders and our community.
- Engage the broader community with ongoing communication and outreach.
- · Build an inspired workforce that is empowered and accountable for ever-improving customer service.



















Where Are We Going?

- Original 10-Phase Plan Now 3-Phase Plan:
 - 1. October 2015 Inefficient Routes Eliminated
 - 2. February 2016 Downtown St. Pete Grid Network
 - 3. Efficiency Improvements throughout County
 - a. October 2016 North and Mid-County
 - b. February 2017 South and Mid-County
- Budget/System Efficiencies Allow for Small *Increases* in services over time.
- Additional Improvements to Follow:
 - Central Avenue BRT/ Downtown St. Pete Circulation
 - Clearwater Beach-TIA Express

















Where Are We Going?

By 2017 Some New Revenue Bus Plan Principles Will Be Achieved:

- Increase frequencies to 15 minutes or better on Core and Frequent Local routes
- ✓ Create efficient grid network that maximizes resources and service delivery
- ✓ Improve overall span of service
- ✓ Improve weekend service coverage









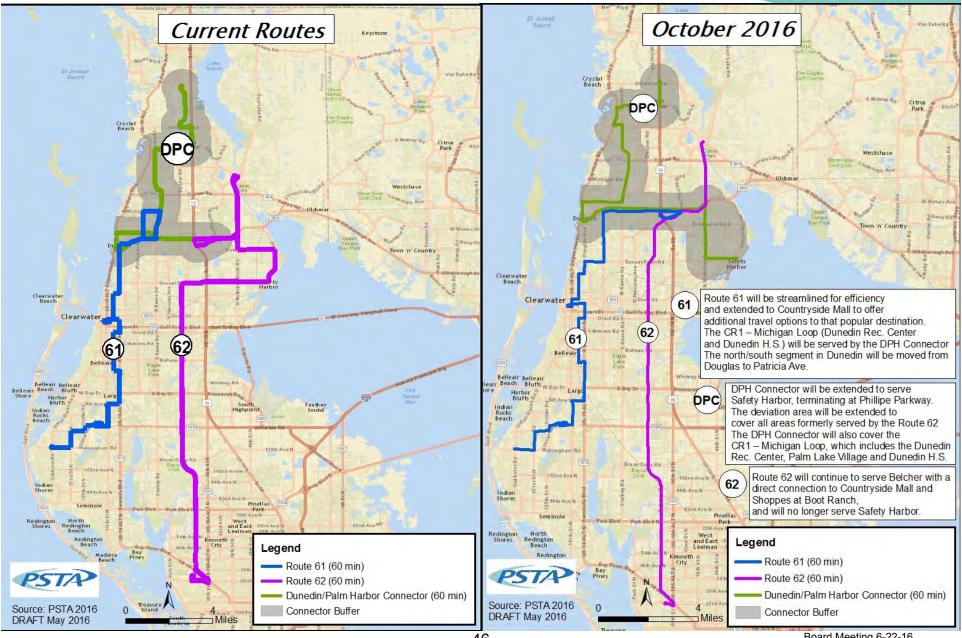








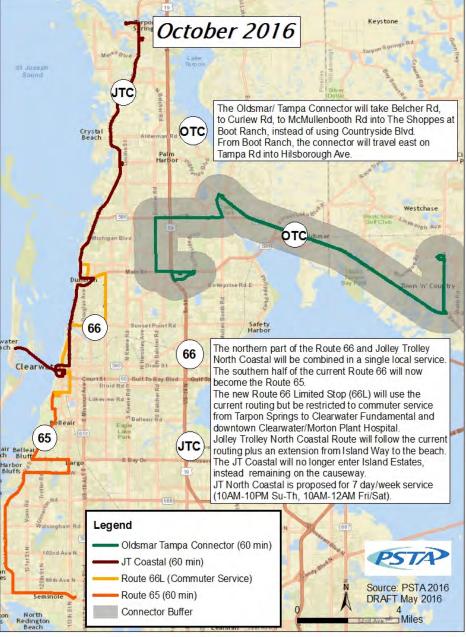
Routes 61, 62 & DPC





Routes 66, JT & OTC



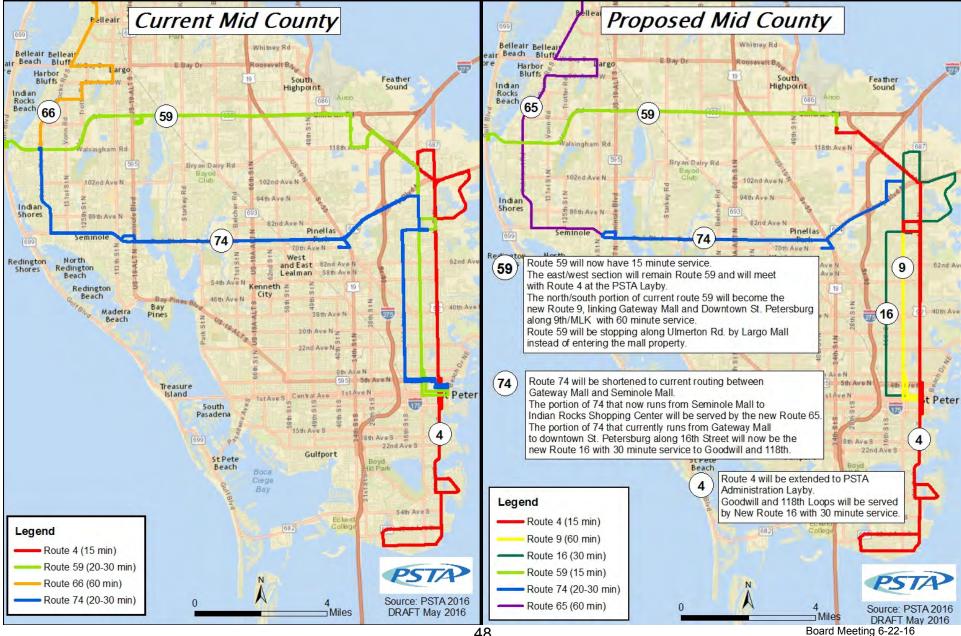


Board Meeting 6-22-16

47



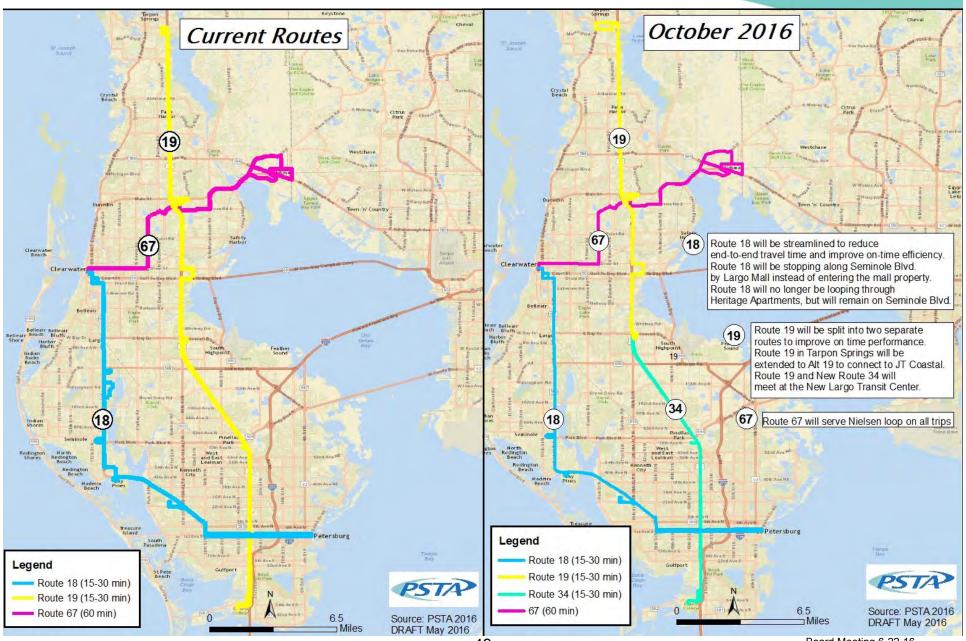
Mid-County



48



Routes 18, 19 & 67



49



Early Engagement and Public Workshops

- **Internal Coordination**
- **City/County Staff to Staff Coordination**
- Workshops:

- 5/10/16, 5:30 - 7:00 PM	Oldsmar Library, TECO Hall
---------------------------	----------------------------

Clearwater East Library

- 6/18/16* 11:30 AM - 12:30 pm North Community Library

^{*}Workshop and Public Hearing















^{- 6/7/16* 5:30-7:30} PM



Comments Received to Date

- #1 COMMENT: Keep 18 & 59 in Largo Mall
- Like new Route 61 routing in downtown Dunedin & to Countryside Mall
- Don't move service from Douglas Ave, need connection to Jays Stadium and Hale Center – Have JT Coastal do it
- Requested N/S Connection on Patricia between 580/Main and Gulf-to-Bay
- Later service on Route 78
- Keep 18 in Heritage Village
- Extend new Route 9 to PSTA Layby
- New Route 16, 60 minute service not enough
- Bring Back East Lake Connector
- Oldsmar Tampa Connector- serve Mease Countryside better using McMullen Booth and Curlew

















Final Outreach - Public Information

July – September

- Development of training and public engagement materials
- Internal training for Operators, Customer Service and Ambassadors

Week prior to service change: September 25th- October 4th, 2016:

- Staff outreach to riders with booklets at major transfer facilities (34th Layby, Clearwater [Park St.], Countryside Mall, Gateway Mall)
- Outreach will include three-hour ambassador shifts, which will be staggered throughout the day and week to ensure maximum exposure to majority of riders
- On-board Ambassadors, if needed









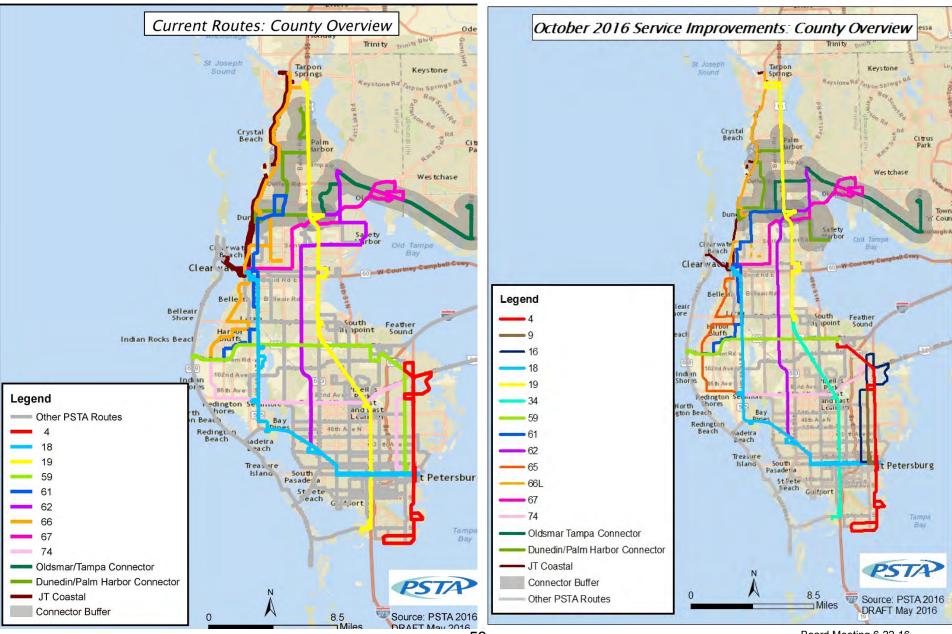








Overview





October 2016 Service Change Route Descriptions

Route 4

Streamlined to reduce travel time and better connection with Route 59

- Extended to PSTA Administration Layby
- Goodwill and 118th Loops now served by New Route 16 with 30 minute service

New Route 9

New name for southern end of current Route 59

- Replaces North/South Section of Route 59 traveling on MLK
- Will run 60 minute service between Gateway Mall and Downtown St. Petersburg

New Route 16

New name for southern end of current Route 74

- Replaces North/South Section of Route 74 traveling on 16th Street North
- Will serve Goodwill and 116th Ave North Loop previously on the Route 4
- Will run 30 minute service between Gateway Mall and downtown St. Petersburg

Route 18

Streamlined to reduce end-to-end travel time and improve on-time efficiency

- Will be stopping along Seminole Blvd. by Largo Mall instead of entering the mall property
- Will no longer be looping through Heritage Apartments, but will remain on Seminole Blvd.

*Route 19/*Route 34 (new)

Route 19 will be split into two separate routes to improve on time performance

- Route 19 in Tarpon Springs will be extended to Alt 19 to connect to JT Coastal
- Route 19 and New Route 34 will meet at the New Largo Transit Center

New Route 34

New name for southern end of current Route 19 after split at Largo Transit Center

 Will provide service along 34th Street including Grand Central Station and Eckerd College

*Route 59/*Route 9 (new)

Route 59 will be split to improve on time performance with headways boosted to 15 minutes and will be streamlined to reduce end-to-end travel time and improve on-time efficiency

- East/West section will remain Route 59 and meet with Route 4 at the PSTA Layby (Improved E/W frequencies to match Route 4 – every 15 minutes)
- North/South portion of current route 59, will become the NEW Route 9 linking Gateway
 Mall and Downtown St. Petersburg along 9th/MLK with 60 minute headways
- Will be stopping along Ulmerton Rd. by Largo Mall instead of entering the mall property

Updated: June 17, 2016

• Route 60 (no change)

Route 61

Streamlined for efficiency and extended to Countryside Mall to offer additional travel options to that popular destination

- CR1 Michigan Loop (Dunedin Rec. Center and Dunedin H.S.) will be served by the DPH Connector
- Moving north/south segment in Dunedin from Douglas to Patricia Ave.

• Route 62/ *Dunedin/PH Connector

Route 62 will be streamlined to improve efficiency and shorten travel times

- Route 62 will continue to serve Belcher with a direct connection to Countryside Mall and Shoppes and Boot Ranch; will no longer serve Safety Harbor
- DPH Connector will be extended to serve Safety Harbor, terminating at Phillipe Parkway.
 The deviation area will be extended to cover all areas formerly served by the Route 62

New Route 65

Replaces southern half of current Route 66 and a portion of current Route 74

- Will operate from Park Street Terminal south to Indian Rocks Shopping Center (southern leg of current Route 66)
- Continues from Indian Rocks Shopping Center to Seminole Mall (currently served by Route 74)

*Route 66/*Route 65 (new)/*JT North Coastal

Route 66 will be split into two routes to improve on time performance

- The northern part of the Route 66 and Jolley Trolley North Coastal will be combined in a single local service
- The southern half of the current Route 66 will now become the Route 65
- The new Route 66 Limited Stop (66L) will use the current routing but be restricted to commuter service from Tarpon Springs to Clearwater Fundamental and downtown Clearwater/Morton Plant Hospital
- Jolley Trolley North Coastal Route will follow the current routing plus an extension from Island Way to the beach
- JT North Coastal is proposed for 7 day/week service (10AM-10PM Su-Th, 10AM-12AM Fri/Sat)

Route 67

Route 67 will serve Nielsen loop on all trips

*Route 74/*Routes 16 & 65 (new)

Will be shortened to current routing between Gateway Mall and Seminole Mall

- Portion of 74 that now runs from Seminole Mall to Indian Rocks Shopping Center will be served by the new Route 65
- Portion of 74 that currently runs from Gateway Mall to downtown St. Petersburg along 16th Street will now be the new Route 16 with 30 minute service to Goodwill and 118th Loops

Route 76 (no change)

Updated: June 17, 2016

Route 78 (no change)

Dunedin/Palm Harbor Connector

Extending service to cover areas in Safety Harbor and Dunedin that were formerly served by the Route 61 and Route 62

- DPH Connector will be extended to serve Safety Harbor, terminating at Phillipe Parkway
- Will cover the CR1 Michigan Loop, which includes the Dunedin Rec. Center, Palm Lake Village and Dunedin H.S.

*Oldsmar/ Tampa Connector

Slight route change to serve areas with higher demand

- Moving from Countryside Blvd. to Belcher Rd.
- Will run north to Curlew Rd to McMullen Booth into Boot Ranch. From Boot Ranch will travel east on Tampa Rd. into Hillsborough Ave.

JT North Coastal

Combining with resources of the northern portion of Route 66

- 7 day service between Tarpon Springs Sponge Docks and Clearwater Beach (no longer ending at Island Estates)
- Sunday thru Thursday service operating 10:00a.m. to 10:00p.m.
- Friday and Saturday service operating 10:00a.m. to midnight
- Friday night, all day Saturday and Sunday service to Ozona

JT Safety Harbor (no change)

Updated: June 17, 2016

ACTION ITEM



6C: FY2017 Capital Improvement Program & Bus Purchase





Action:

- A. Approve PSTA's FY2017 Capital Improvement Program (CIP) Including the Purchase of up to Five Replacement Diesel Buses for a Sustainable PSTA Bus Fleet.
- B. Recommend PSTA Improve the Estimated Fleet-wide Fuel Economy of 4.6 Miles Per Gallon with the Purchase of Replacement Buses and Provide the Board with Updates on How this Objective is Met.
- C. Authorize the PSTA CEO to Execute all Necessary Documents to Order from Gillig, LLC, and/or Proterra Bus, Inc. up to a Total of Five Replacement Buses, Subject to the Availability of Funds in the Approved FY 2017 CIP and any Federal Grants.

Staff Resource: Debbie Leous, CFO

Heather Sobush, Planning Manager Joe Barkley, Finance Committee Chair Ken Welch, Planning Committee Chair



Background:

- The PSTA Board has had more than 10 hours of discussion about the types of buses PSTA should purchase over the past year.
- PSTA has developed a five-year CIP that includes the bus purchases but also includes other capital purchases, funded primarily by its federal formula grant funds.
- Rather than hold multiple several votes on the CIP and bus purchases over several
 months, Board members suggested setting a higher level-fuel economy goal and
 ensuring PSTA was always improving its fuel economy with every future purchase
 rather than set a specific bus technology goal which may change.
- PSTA staff analyzed diesel, CNG, hybrid-electric, electric, and small bus technology initial capital costs, environmental emissions, and life cycle costs and determined that the most environmental and financial solution for the current year is to use its available PSTA funding to purchase diesel replacement buses.

Potential County BP Oil Spill Settlement Funding

- The Pinellas County Commission has agreed to consider using some of their BP oil
 spill settlement funds for the purchase and installation of an electric no-emission bus
 charging station in St. Petersburg so that PSTA could implement a pilot program
 using no-emission electric buses. PSTA has similarly applied for a federal grant to
 fund this same type of program.
- If either the County or the Federal Transit Administration (FTA) agrees to provide PSTA with funding to support the buses or charging station, PSTA will replace two of the recommended diesel replacement buses with electric buses for the order in FY 2017.
- If neither the County nor FTA provides funding, then PSTA will purchase five diesel buses.

Smaller Buses

• PSTA will purchase 35' diesel (or electric) buses to replace the five oldest 40' diesels in its fleet.

Fuel Economy Goal

 This needed purchase of replacement buses will increase PSTA's fleet-wide fuel economy at least to an estimated 4.68 miles per gallon and reduce overall emissions and greenhouse gases of PSTA's fleet.

Fiscal Impact:

• PSTA's five-year CIP is a balanced program of \$90 million with \$15.8 million planned for FY 2017. Almost all of the planned FY 2017 expenses are funded by PSTA's FTA 5307 Formula funds.

Recommendation:

- In order to consolidate and coordinate PSTA Board decision making into one annual vote, three related recommendations are proposed:
 - A. Approve the entire CIP and specifically purchase of up to five replacement smaller (35-foot) diesel buses.
 - B. Recommend PSTA improve upon its fleet-wide MPG of 4.6 mpg.
 - C. Authorize the CEO to make the bus purchases off of existing Board approved contracts, rather than have separate votes for these purchases.

- The Finance and Planning Committees both reviewed this item and their recommendations are as follows:
 - o **The Finance Committee** is recommending the approval of all three staff recommendations (A, B, & C) with the purchase of five diesel buses. However, if PSTA is awarded grant funding for electric buses and charging stations, then two of the five buses will be electric.
 - The Planning Committee voted for the same three staff recommendations (A, B, & C) with one significant change to Part A: striking the word "diesel" and replacing it with "hybrid-electric." With this recommendation, up to five hybrid electric replacement buses will be purchased. However, if PSTA is awarded grant funding for electric buses and charging stations (other than the Lo-No grant) then two of the five buses will be electric.

Attachments:

- 1. FY 2017-2021 CIP
- 2. PowerPoint (revised PowerPoint to follow)

<u>Project Title</u>	<u>Funding</u>	<u>Total Project</u> <u>Budget</u>	FY 2016 Project Forecast	FY 2017 Project Budget	FY 2018 Project Budget	FY 2019 Project Budget	FY 2020 Project Budget	FY 2021 Project Budget
Vehicles								
Specialty Bus Tooling (BAE)	FL 90-0841	156,801	156,801					
Hybrid Bus Training (BAE)	FL 90-0841	42,000	42,000					
GFI Vault Replacement	FL 90-0873	50,000	50,000					
Bus Security upgrades (DVRs & Cameras)	FTA	500,000	30,000				500,000	1
	FTA	2,000,000	-				2,000,000	
Heavy Duty Vehicle Lift	FIA	2,000,000	-				2,000,000)
Radio Replacement/Upgrade	FL 90-X689	120,000	-	120,000				
Radio Replacement/Upgrade	FTA	1,200,000	-			1,200,000		
		1,320,000		120,000	-	1,200,000		_
Total Equipment for Buses		\$ 4,068,801	\$ 248,801	\$ 120,000	\$ -	\$ 1,200,000	\$ 2,500,000	\$ -
Forebox Debuild	EL 00 0072	500.000	500.000					
Farebox Rebuild	FL 90-0873	500,000	500,000					
Farebox Rebuild	FTA	452,000	-	452,000				
Total Farebox Rebuild		\$ 952,000	\$ 500,000	\$ 452,000	\$ -	\$ -	. \$.	\$ -
Replacement Connector Buses (6)	FTA	1,168,000	-	1,168,000				
Replacement Connector Vehicles (2)	Section 5310	288,000	-	288,000				
Replacement Connector Vehicles (2)	FDOT	36,000	-	36,000				
Replacement Connector Vehicles (2)	General Reserve	36,000	-	36,000				
Total Connector Vehicles		\$ 1,528,000	\$ -	\$ 1,528,000	\$ -	\$ -	\$.	\$ -
Replacement Buses (FY 2016)	FL 90-X873/FL 90-X841	5,272,725		5,272,725				
			-			7 220 464	4 502 000	4 227 000
Replacement Buses	FTA	25,860,376	-	2,379,025	7,351,187			
Replacement Buses	General Reserve	9,935,314	-	A 7.554.750	A 7.054.407	351,566		
Total Buses		\$ 41,068,415	\$ -	\$ 7,651,750	\$ 7,351,187	\$ 7,571,730	\$ 8,318,807	\$ 10,174,941
Support Vehicles	FL 90-X811	50,825	50,825					
Support Vehicles	FL 90-X841	41,819	28,426	13,393				
Support Vehicles	FTA	50,000	-	50,000				
Support Vehicles	Restricted Funds	13,020	13,020					
Total Support Vehicles		\$ 155,664		\$ 63,393	\$ -	\$ -	\$.	\$ -
Wheelchair Securement Equipment	Section 5310	274,451	274,451					
Wheelchair Securement Equipment	FDOT	34,306	34,306					
Wheelchair Securement Equipment	General Reserve	34,306	34,306					
Total Wheelchair Securement Equipment	General Reserve	\$ 343,063			\$ -	\$ -	\$.	\$ -
Total Vehicles		\$ 48,115,943	\$ 1,184,135	\$ 9,815,143	\$ 7 251 197	\$ 9771720	\$ 10,818,807	\$ 10,174,941
Passenger Amenities		7 70,113,343	Ţ 1,104,133	÷ 5,015,143	\$ 7,351,187	\$ 8,771,730	10,010,807	7 10,177,341
Largo Commons Shelters and Passenger Amenities	FL 90-X689	89,069	89,069					
Bus Stop Poles/Hardware	FTA	15,000			15,000			
Bus Stop Trash Cans	FTA	18,900			18,900			
Passenger Benches	FTA	88,750		31,250				
Purchase SimmeSeats	FTA	31,000		31,230	31,000			
Total Other Passenger Amenities		\$ 242,719		\$ 31,250			\$.	\$ -
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<u>Project Title</u>	<u>Funding</u>	<u>Total Project</u> <u>Budget</u>	FY 2016 Project Forecast	FY 2017 Project Budget	FY 2018 Project Budget	FY 2019 Project Budget	FY 2020 Project Budget	FY 2021 Project Budget
Pedestrian Access/Walkways	FL 90-0723	425,000	425,000					
Pedestrian Access/Walkways	FL 90-0758	500,000	225,000	275,000				
Pedestrian Access/Walkways	FL 90-0841	200,000	-	200,000				
Pedestrian Access/Walkways	FTA	800,000	-		200,000	200,000	200,000	200,000
Total Pedestrian Access/Walkways		\$ 1,925,000	\$ 650,000	\$ 475,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Passenger Shelters	FTA Funding Under Grant	1,316,205	972,410	343,795				
Passenger Shelters	FTA	977,500	-		170,000	170,000	425,000	212,500
Total Passenger Shelters		\$ 2,293,705	\$ 972,410	\$ 343,795	\$ 170,000	\$ 170,000	\$ 425,000	\$ 212,500
			,					
Passenger Shelters Match Program	FTA Funding Under Grant	50,000	50,000					
Passenger Shelters Match Program	FTA	202,500	-	30,000	30,000	30,000	75,000	37,500
Total Passenger Shelters Match Program		\$ 252,500	\$ 50,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 75,000	\$ 37,500
Central Avenue BRT	FTA-New Starts	8,250,000				8,250,000	<u> </u>	
Central Avenue BRT	FDOT-New Starts	4,125,000	-			4,125,000		
Central Avenue BRT	FDOT-New Starts	500,000	200,000	300,000		4,123,000	,	
Central Avenue BRT	General Reserve Funds	4,125,000	200,000	300,000		4,125,000	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Central Avenue BRT			200,000			4,125,000	1	
	Operating Funds	200,000	200,000	ć 200.000	.	ć 46 F00 000	, ¢	*
Total Planning - BRT		\$ 17,200,000	\$ 400,000	\$ 300,000	\$ -	\$ 16,500,000	-	\$ -
Enterprise/US 19 Shelters and Passenger Amenities	FTA Flex Funds	151,215	151,215					
Total Planning - BRT	FTA Flex Fullus	\$ 151,215		ć	\$ -	\$ -	\$ -	\$ -
Total Flamming - DKT		3 131,213	3 131,213	-	-	,	,	, -
Total Passenger Amenities		\$ 22,065,139	\$ 2,312,694	\$ 1,180,045	\$ 497,400	\$ 16,925,000	\$ 700,000	\$ 450,000
Training & Third Party Contracts								
Consultant Services	FTA	200,000			200,000			
Security Training and Drill	DHS EMW-2015-RA-00027	435,000	217,500	217,500				
Total Consultant Services		\$ 635,000	\$ 217,500	\$ 217,500	\$ 200,000	\$ -	\$ -	\$ -
In-Person Assessments	FL 90-0841	9,150	9,150					
In-Person Assessments	FL 90-0873	21,312	21,312					
In-Person Assessments	FTA	125,000	-	25,000	25,000	25,000	25,000	25,000
Total In-Person Assessments		\$ 155,462	\$ 30,462					
			<i>,</i>	,				, , , , , , , , , , , , , , , , , , ,
Total Third Party Contracts		\$ 790,462	\$ 247,962	\$ 242,500	\$ 225,000	\$ 25,000	\$ 25,000	\$ 25,000
Training & Third Party Contracts (continued)								
Employee Education	FL 90-X811	10,000	10,000					
Employee Education	FL 90-X841	18,781	18,781					
Employee Education	FL 90-X873	20,000	-	20,000				
Employee Education	FTA	80,000	-		20,000	20,000	20,000	20,000
Total Employee Education		\$ 128,781	\$ 28,781	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Short Range Planning	FL 90-X723	167,737						
Short Range Planning	FL 90-X811	203,085	203,085					
Short Range Planning	FL 90-X841	90,000	90,000					
Short Range Planning	FL 90-X873	32,263	-	32,263				
Short Range Planning	FTA	1,300,000		100,000				
						4		A 200 000
Total Short Range Planning		\$ 1,793,085	\$ 460,822	\$ 132,263	\$ 400,000	\$ 200,000	\$ 400,000	\$ 200,000
	FTA	\$ 1,793,085		\$ 132,263	\$ 400,000	\$ 200,000		200,000

		Total Project	FY 2016 Project	FY 2017 Project	FY 2018 Project	FY 2019 Project	FY 2020 Project	FY 2021 Project
<u>Project Title</u>	<u>Funding</u>	Budget	Forecast	Budget	Budget	Budget	Budget	Budget
Regional Fare Media Project	FDOT	832,580	832,580					
Regional Fare Media Project Short Range Planning	FL 90-X689	28,149	28,149					
Regional Fare Media Project	FL 90-X723	903,098	-	903,098				
Regional Fare Media Project	FL 90-X758	1,150,943	74,709	1,076,234				
Regional Fare Media Project	FL 90-X783	254,874	-	78,797	176,077			
Regional Fare Media Project	FL 90-X811	402,089	-		140,558	261,531		
Regional Fare Media Project	FL 90-X841	355,579	-			355,579		
Regional Fare Media Project	FTA	275,529				275,529		
Total Regional Fare Media Project		\$ 4,202,841	\$ 935,438	\$ 2,058,129	\$ 316,635	\$ 892,639	\$ -	\$ -
Total Training and Third Party Contracts		\$ 7,215,169	\$ 1,673,003	\$ 2,452,892	\$ 961,635	\$ 1,237,639	\$ 445,000	\$ 445,000
Facilities								
Clearwater Downtown Intermodal Terminal	FL 04-0135	1,250,000	550,000	200,000	200,000	200,000	100,000	
Replacement Office Furniture and Equipment	FL 90-X841	100,000	50,000	50,000				
Rehab/Renovation Facilities - Scherer Drive	FL 90-X841	80,000	9,965	30,035	40,000			
Air Compressor	FTA	100,000	-			100,000		
Generator Replacement	FTA	750,000	-	750,000				
Key Card System	FTA	474,650	-		474,650			
Total Other Facilities		\$ 2,754,650	\$ 609,965	\$ 1,030,035	\$ 714,650	\$ 300,000	\$ 100,000	\$ -
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A/C Chiller and Building Control System	FL 90-X689	500,000	50,000	450,000				
A/C Chiller and Building Control System	FTA	200,000	-	200,000				
Total A/C Chiller and Building Control System		\$ 700,000	\$ 50,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -
Audio Visual Equipment - Boardroom	FL 90-X723	22,000	22,000					
Audio Visual Equipment - Boardroom	FL 90-X873	167,737	167,737					
Total Audio Visual Equipment - Boardroom		\$ 189,737		\$ -	\$ -	\$ -	\$ -	\$ -
Service Lane Infrastructure	FL 90-X723	130,000	-	130,000				
Service Lane Infrastructure	FL 90-X841	115,000	6,000	109,000				
Total Service Lane Infrastructure		\$ 245,000	\$ 6,000	\$ 239,000	\$ -	\$ -	\$ -	\$ -
Ulmerton Road Park & Ride	FDOT	100,000	100,000					
Ulmerton Road Park & Ride	General Reserve Fund	100,000	100,000					
Total Ulmerton Road Park & Ride		\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Facilities		\$ 4,089,387	\$ 1,055,702	\$ 1,919,035	\$ 714,650	\$ 300,000	\$ 100,000	\$ -
Technology								
COMPUTER HARDWARE								
Fiber Upgrade	FL 90-X723	60,000	20,000	20,000	20,000			
Replace/Upgrade Phone System and Phones	FL 90-X783	250,000	-	250,000				
UPS Upgrades	FL 90-X783	83,000	83,000					
Virtual Desktop Server Hardware	FL 90-X783	46,281	-	46,281				
Campus Wi-Fi	FL 90-X873	99,386	99,386					
Bus Wi-Fi	FTA	600,000	-		600,000			
On-Board GIS Computers For Connector Services	FTA	12,000	-		12,000			
Data Center Upgrade	FTA	300,000	-			300,000		
Photo ID System	FTA	25,000			25,000			
Polycom Conference Phones	FTA	3,600		3,600				
Replacement Work Stations	FTA	146,000		146,000				
RTBI Hardware Replacement	FTA	500,000				500,000		
Total Other Computer Hardware		\$ 2,125,267	\$ 202,386	\$ 465,881	\$ 657,000		\$ -	\$ -

		Total Project	EV 2016 Broject	EV 2017 Broject	EV 2019 Project	EV 2010 Project	EV 2020 Project	EV 2021 Project
<u>Project Title</u>	<u>Funding</u>	<u>Total Project</u> <u>Budget</u>	FY 2016 Project Forecast	FY 2017 Project Budget	FY 2018 Project Budget	FY 2019 Project Budget	FY 2020 Project Budget	FY 2021 Project Budget
Laptops	FTA 689 & 783	13,724	13,724					
Laptops	FTA	25,000	-			25,000		
Total Laptops		\$ 38,724	\$ 13,724	\$ -	\$ -	\$ 25,000	\$ -	\$ -
Printers	FL 90-X758	68,601	. 68,601					
Printers	FTA	150,000	-			150,000		
Total Printers		\$ 218,601	. \$ 68,601	\$ -	\$ -	\$ 150,000	\$ -	\$ -
Purchase Servers	FL 90-X723	200,000	50,000	100,000	50,000			
Purchase Servers	FTA	175,000	-			175,000		
Total Purchase Servers		\$ 375,000	\$ 50,000	\$ 100,000	\$ 50,000	\$ 175,000	\$ -	\$ -
Total Computer Hardware		\$ 2,757,592	\$ 334,711	\$ 565,881	\$ 707,000	\$ 1,150,000	\$ -	\$ -
COMPUTER SOFTWARE								
Application tracking Software	FL 90-X689	12,000	12,000					
AVM 3 Project	FL 90-X689	251,000						
Clever Works	FL 90-X758	292,431						
Microsoft Office Professional VL 20XX (Work Stations)	FL 90-X783	38,100		38,100				
Hastus Upgrade - Core	FL 90-X873	477,000						
Misc. Computer Software	FL 90-X758	113,539						
Cisco 3750 POE switch	FTA	30,000		30,000				
Document Image Software	FTA	50,000		30,000			50,000	
DART Software	FTA	125,000				125,000		
Hastus Upgrade - Additional Modules	FTA	500,000		500,000		123,000		
Microsoft Office 20XX Version (Servers)	FTA	39,000		39,000				
Virtual Desktop Upgrade- workstation software	FTA	145,000		33,000		145,000		
Total Computer Software		\$ 2,073,070		\$ 935,315	¢ .	\$ 270,000		¢ .
		2,0:0,0:0	· · · · · · · · · · · · · · · · · · ·	Ţ 500,010	Ť	+ =/-0,000	30,000	Ť
Total Technology		\$ 4,830,662	\$ 1,152,466	\$ 1,501,196	\$ 707,000	\$ 1,420,000	\$ 50,000	\$ -
Miscellaneous								
Check Sealer	FL 90-X689	3,540	3,540					
Scaffolding	FL 90-X689	140,000	140,000					
Bridge Crane	FL 90-X689	60,000	60,000					
Portable Lift Equipment	FL 90-0811	99,416	99,416					
Forklift Replacement	FTA	200,000	-				200,000	
Miscellaneous Maintenance Tools/Equipment	FTA	18,174	-	18,174				
Portable Brake Dynometer	FTA	150,000	-	150,000				
Portable Radios	FTA	8,308	-	8,308				
Wheel Alignment Machine	FTA	300,000	-		300,000			
Total Other Miscellaneous Expenditures		\$ 979,438	\$ 302,956	\$ 176,482	\$ 300,000	\$ -	\$ 200,000	\$ -
Adian Course of Freeinanch	FI 00 1/222							
Misc. Support Equipment	FL 90-X689	4,474						
Misc. Support Equipment	FL 90-X723	40,205						
Misc. Support Equipment	FL 90-0811	81,702						
Misc. Support Equipment	FL 90-0841	35,000						
		161,381	161,381	-	-	-	-	-
Total Miscellaneous Expenditures		\$ 1,140,819	\$ 464,337	\$ 176,482	\$ 300,000	\$ -	\$ 200,000	\$ -
Contingency	FL 90-X689	25,984		25,984				
Contingency	FL 90-X783	2,291	-	2,291				

DRAFT Capital Budget Five Year Plan Fiscal Year 2017-2021

<u>Project Title</u>	Funding	<u>Total Project</u> <u>Budget</u>	FY 2016 Project Forecast	FY 2017 Project Budget	FY 2018 Project Budget	FY 2019 Project Budget	FY 2020 Project Budget	FY 2021 Project Budget
Contingency	FL 90-X811	86,936	-	86,936				
Contingency	FL 90-X841	127,572	-		127,572			
Contingency	FL 90-X873	158,284	-		158,284			
Contingency	FTA	1,259,790	-	260,290	249,500	250,000	250,000	250,000
Total Contingency		\$ 1,660,857	\$ -	\$ 375,501	\$ 535,356	\$ 250,000	\$ 250,000	\$ 250,000
Total Miscellaneous and Contingency		\$ 2,801,676	\$ 464,337	\$ 551,983	\$ 835,356	\$ 250,000	\$ 450,000	\$ 250,000
Total Capital Expenses		\$ 89,117,975	\$ 7,842,336	\$ 17,420,294	\$ 11,067,228	\$ 28,904,369	\$ 12,563,807	\$ 11,319,941
	FTA Funding Under Grant FTA Future Funding	17,716,706 42,082,292						
	FTA New Starts Funding	8,250,000	-	-	-	8,250,000	-	-
	DHS Funding	435,000				-	-	-
	FDOT Funding	1,502,886	1,166,886	336,000	-	-	-	-
	FDOT New Starts Funding	4,125,000	-	-	-	4,125,000	-	-
	Section 5310	562,451	274,451	288,000	-	-	-	-
	Restricted Funds for FTA Projects	13,020	13,020	-	-	-	-	-
	PSTA General Reserves	14,230,620	134,306	36,000	-	4,476,566	3,735,807	5,847,941
	PSTA Operating Funds	200,000	200,000	-	-	-	-	-
	TOTAL CAPITAL PROGRAM	\$ 89,117,975	\$ 7,842,336	\$ 17,420,294	\$ 11,067,228	\$ 28,904,369	\$ 12,563,807	\$ 11,319,941

64 Board Meeting 6-22-16

5



FY2017-2023 CIP & FY2017 Bus Purchase Recommendations

PSTA Board Meeting June 22, 2016

Pinellas Suncoast Transit Authority
St. Petersburg, Florida



Recommendations: One Vote

- Action Part A: Approve 2017-2021 CIP
 - With PSTA funds 5 or fewer diesel buses.
 - Shelters, BRT, Mobile Fare Payment, Software Updates, etc.
- Action Part B: Set Fuel Economy Goal
 - Increase from 4.6 MPG

 Action Part C: Authorize Use of Existing Bus Contracts. No additional votes.



Five Year Capital Improvement Program Budget

- Capital Budget aligns with the Path Forward Strategic Plan
- Provides for a fiscally sustainable capital program through 2021
- \$90 million over the next five years and \$15.8 million in fiscal 2017
- Close to half of that budget is in support of the bus replacement plan







Customer Centric Focus

- FY 2017 has \$850,000 budgeted for passenger shelters, pedestrian access/walkways and benches
- Progression of the Central Avenue Bus Rapid Transit
 Project that will benefit our riders and local businesses.















Technology - Innovation

- Regional Revenue Collection Project
- PSTA's share of the \$12.1 million contract with INIT is \$4.1 million with \$2.1 million expected to be spent in FY 2017
- Project completion is estimated to be in FY 2018.















Technology Continued...

 HASTUS software upgrade of our scheduling and timekeeping software and new modules for FMLA; automation of run pick work, vacations and day off selections

 Clever Works enhancement, to be completed in FY 2017, will allow PSTA an easy and intuitive way to maintain, manipulate and collect data from all the various Real Time Products





Citizen Input?



or



- Life Cycle Cost Analysis Completed
- Reliable Low-Floor Option
 Not Available
- State Contract Use Next Month.



- \$589K for Charging Station Requested from County BP Money.
- Possible Partnership with Duke Energy.
- Recommend Pilot of 2 Buses if outside funding for charging station is approved.



Financial – Small Buses Comparable

Initial Capital Cost

	Diesel (40')	BAE (40')	Proterra (40')	Shuttle Bus
Number of Buses	1	1	1	4
Cost of Base Bus	\$388,963	\$388,963	\$749,000	\$400,000
Turn-Key Costs	\$86,842	\$308,962	\$122,640	3240-000
Capital Infrastructure Costs	\$0	\$0	\$589,000	\$250,000
Training Costs	\$0	\$0	\$18,000	\$0
Tooling Costs	\$0	\$0	\$7,000	\$0
Total Cost	\$475,805	\$697,925	\$1,485,640	\$890,000

Life Cycle Costs (\$3.00 per gallon)

Qty (1) Bus	Diesel (40')	BAE (40')	Proterra (40')	Shuttle Bus
Cost of Base Bus	\$388,963	\$388,963	\$749,000	\$400,000
Turn-Key Costs	\$86,842	\$308,962	\$122,640	\$240,000
Capital Infrastructure Costs*	\$0	\$0	\$589,000	\$250,000
Training	\$0	\$0	\$18,000	\$0
Tooling	\$0	\$0	\$7,000	\$0
Fuel**	\$450,000	\$300,000	\$30,698	\$300,000
Maintenance Costs***	\$204,000	\$222,000	\$174,000	\$186,000
Total (Current \$)***	\$1,129,805	\$1,219,925	\$1,690,338	\$1,376,000



Financial – Small Buses Comparable

Initial Capital Cost

	Diesel (40')	BAE (40')	Proterra (40')	7-Yr Shuttle Bus
Number of Buses	1	1	1	3
Cost of Base Bus	\$388,963	\$388,963	\$749,000	\$420,000
Turn-Key Costs	\$86,842	\$308,962	\$122,640	\$180,000
Capital Infrastructure Costs	\$0	\$0	\$589,000	\$250,000
Training Costs	\$0	\$0	\$18,000	\$0
Tooling Costs	\$0	\$0	\$7,000	\$0
Total Cost	\$475,805	\$697,925	\$1,485,640	\$850,000

Life Cycle Costs (\$3.00 per gallon)

Qty (1) Bus	Diesel (40')	BAE (40')	Proterra (40')	7-Yr Shuttle Bus
Cost of Base Bus	\$388,963	\$388,963	\$749,000	\$420,000
Turn-Key Costs	\$86,842	\$308,962	\$122,640	\$180,000
Capital Infrastructure Costs*	\$0	\$0	\$589,000	\$250,000
Training	\$0	\$0	\$18,000	\$0
Tooling	\$0	\$0	\$7,000	\$0
Fuel**	\$450,000	\$300,000	\$30,698	\$300,000
Maintenance Costs***	\$204,000	\$222,000	\$174,000	\$186,000
Total (Current \$)***	\$1,129,805	\$1,219,925	\$1,690,338	\$1,336,000



Options for FY2017

- 5 Replacement Buses PSTA Funding for 35' Diesel Buses
 - Federal Lo-No Grant May Convert 2-5 to Proterra Buses
 - If Pinellas County approves BP Money for St. Pete Charging
 Station then PSTA will convert 2 of 5 buses to electric charging.





Transit Service Helps Environment

Annual PSTA Bus GHG Emissions (Metric Tons)	Annual Ridership	Car Driving Emission Reductions (Tons)	Net Environmental Benefit PSTA Offers
24,100	14,000,000	-25,719	-1,619 Tons of GHG Emissions Per Year



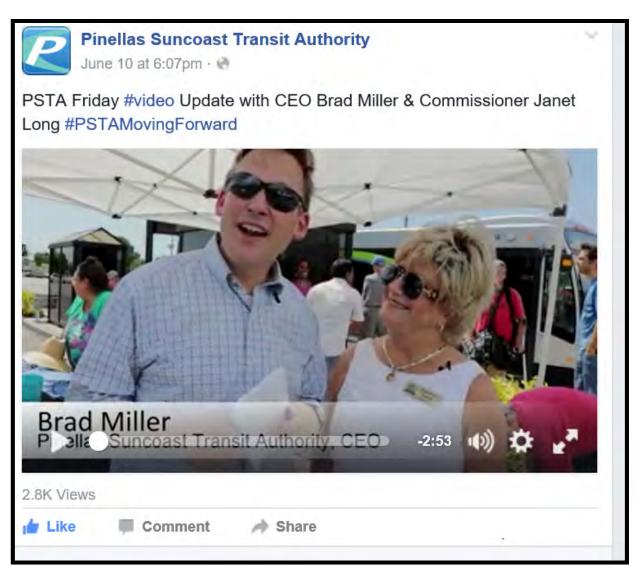
How PSTA is Sustainable

Providing Citizens with a Public Transit Option is the Most Environmentally Sustainable Thing PSTA Does By Far

No.	Decision	2017 Fuel Economy	2021 Fuel Economy	Reliable Buses in 2021	2021 PSTA Net GHG Emissions	Notes
1	Baseline	4.45		210	-1,619 Tons/Yr.	483 Vehicles, 43,000 Transit Trips Per Day
2	No Vote	4.0	3.5	140	-1,425 Tons/Yr.	Buses Age, Break Down, 10% Ridership Reduction
3	Mix/ Diesels	4.6	4.7	210	-3,600 Tons/Yr.	Balanced Fleet, Ridership Maintained/Increased
4	All Hybrids	4.3	5.0	173	-2,700 Tons/Yr	Service Cuts Possible, Ridership Drop
5	All Electrics	3.9	6.4	165-170	-2,000 Tons/Yr.	Major Cuts Possible, Major Ridership Drop
6	All CNG	3.9	3.8	200 – only some CNG	-1,550 Tons/Yr.	Small Cuts Possible, Small Ridership Drop



Need to Expand Services







Recommendations: One Vote

- Action Part A: Approve 2017-2021 CIP
 - With PSTA funds 5 or fewer diesel buses.
 - Shelters, BRT, Mobile Fare Payment, Software Updates, etc.
- Action Part B: Set Fuel Economy Goal
 - Increase from 4.6 MPG

 Action Part C: Authorize Use of Existing Bus Contracts. No additional votes.

ACTION ITEM



6D: State Government Relations and Lobbyist Services

GOVERNANCE

Action: Approve a Three-Year Contract, Plus Two Optional Years, to RSA

Consulting Group LLC to Provide PSTA State Government Relations and Lobbyist Services for a Total Three-Year Cost Not to Exceed

\$270,000.

Staff Resource: Brad Miller, CEO

Lou Emma Cromity, Director of Procurement

Ben Diamond, Committee Chair

LEGISLATIVE

Background:

• In 2011, PSTA secured the services of a State Lobbyist, Gray Robinson, to provide lobbying services.

- PSTA's adopted Path Forward Strategic Plan calls for advocating for strong state and local funding in addition to federal funds as well as fully participating with state and regional partners in collaborative transportation policy and priority setting.
- In April 2016, PSTA released a Request for Proposal (RFP) soliciting competitive proposals from experienced, qualified, and capable suppliers for State Government Relations and Lobbyist services.
- As a result of this solicitation, seven suppliers responded to the RFP:

Adams and Reese LLP	Becker & Poliakoff/Suskey Consulting LLC
Buchanan Ingersoll & Rooney PC	Floridian Partners LLC
Gray Robinson	RSA Consulting Group LLC
Southern Strategy Group of Tampa Bay LLC	

 A Selection Committee comprised of PSTA management staff evaluated each of the proposals submitted. After a careful review of the written proposals, the three highest ranked Proposers were invited to present their expertise and approach to

- supporting PSTA in regional and state legislative funding initiatives and issues. After the presentations, the Selection Evaluation Committee selected the highest ranked Proposer that would be most advantageous to PSTA for contract award.
- RSA Consulting Group LLC was selected as the highest ranked firm and is recommended for contract award. RSA has strong Tampa Bay legislative connections and has strengthened its Pinellas County connections by adding a subconsultant, Alan Suskey of Suskey Consulting, LLC to their team. They presented a well-organized thoughtful approach for PSTA.

Fiscal Impact:

- \$7,500 per month (includes all expenses).
- Not to exceed \$270,000 (three-year contract).

Recommendation:

- Approve a three-year contract, plus two optional years, to RSA Consulting Group LLC to provide PSTA State Government Relations and Lobbyist Services for a total three-year cost not to exceed \$270,000.
- The Legislative Committee reviewed this item and unanimously recommends approval with Chair Ben Diamond abstaining.

Attachments:

- 1. Contract
- 2. Detailed Legislative Committee Minutes 2-3-16
- 3. HART Memo
- 4. Motion to Dismiss

SECTION 6 CONTRACT AGREEMENT TO FURNISH STATE GOVERNMENT RELATIONS AND LOBBYIST SERVICES

THIS AGREEMENT is made on June 22, 2016, by and between the Pinellas Suncoast Transit Authority ("PSTA"), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida and RSA Consulting Group, LLC ("Supplier"), a Florida Corporation with its principal place of business located at 810 Centerbrook Drive, Brandon, Florida 33511 (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 16-036P for State Government Relations and Lobbying Services on April 13, 2016 (the "RFP"); and

WHEREAS, Supplier submitted a proposal to the RFP on or before May 12, 2016 ("Supplier's Response");

WHEREAS, PSTA's Board of Directors awarded the RFP, at its Board of Directors Meeting on June 22, 2016; and

WHEREAS, the Parties wish to set forth the terms and conditions of their Agreement.

NOW THEREFORE, the Parties in consideration of the mutual covenants and conditions set forth herein contained, the receipt and adequacy of which is hereby acknowledged, agree as follows:

- 1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
- 2. CONTRACT DOCUMENTS. The "Contract Documents" shall mean and refer to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as Exhibit A), and Supplier's Best and Final Offer and Supplier's Response (attached hereto as Exhibit B). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A The RFP

Exhibit B Best and Final Offer and Supplier's Response

- 3. SCOPE OF SERVICES. Supplier, at the direction of PSTA, shall provide state government relations and lobbying services to PSTA in accordance with the specifications and scope of services set forth in the RFP (the "Services"). It is the sole responsibility of Supplier to read the specifications and understand them. Supplier acknowledges that it has read the specifications for the Services and understands them. Supplier agrees to provide the Services in accordance with any legislative policies and procedures adopted by PSTA's Board of Directors and as may be amended from time to time.
- **4.** EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and shall remain in effect for three (3) years, and may be renewed upon mutual written agreement of the Parties for up to two (2) additional one (1) year terms (each a "Renewal Term").

5. TERMS OF PERFORMANCE.

5.01 Time for Completion. Supplier shall commence work under this Agreement immediately upon receipt of a written purchase order from PSTA for Supplier to perform the Services.

5.02 Representatives. Prior to the start of any work under this Agreement, Supplier shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing ("Supplier's Representative"). Such designation shall include the contact information (including phone numbers) of Supplier's Representative. PSTA will advise Supplier in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA'S Representative"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority.

5.03 Non-exclusive Contract. PSTA specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA's best interest. Supplier further acknowledges that multiple suppliers may be selected by PSTA in response to the RFP and that PSTA may order the Services from any or all of them in its sole discretion. Supplier shall collaborate with existing and future PSTA suppliers, including federal lobbyists, researchers, public relations personnel, and subcontractors, upon request by PSTA.

5.04 Status Reports. Supplier shall submit monthly written status reports to PSTA outlining the status of the Services to date throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Supplier upon expiration or termination of this Agreement, however terminated, and any Renewal Term(s).

5.05 Reviews. Throughout the entire term of this Agreement, including any Renewal Terms, Supplier shall allow representatives of PSTA to visit the offices and other places of Supplier's work periodically without prior notice to monitor Supplier's work completed or progress on the Services.

5.06 Supplier Responsibility. Supplier shall provide services of first quality, and all work and workmanship associated with the Services must be in accordance with customary standards of the various trades and industries involved in the Services. The Services and all work associated therewith shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the Services. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Supplier or purchased readymade from a source outside Supplier's company.

5.07 Compliance with Laws. Supplier shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. PSTA will communicate directly with Supplier's Representative and shall have no authority to direct, oversee, or instruct Supplier's employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Supplier of its obligations to comply with all laws fully and completely. Upon request, Supplier shall furnish to

Board Meeting 6-22-16

PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

5.08 Ownership and Use of Materials. The Parties intend that the material produced by Supplier as part of the Services is "work for hire" as contemplated by the United States Copyright Act and is to be solely owned by PSTA. Notwithstanding the foregoing, Supplier hereby irrevocably grants and assigns to PSTA all rights, title, and interest to all materials produced by Supplier under this Agreement, including, but not limited to, the sole, absolute and exclusive right, license and privilege to exhibit, distribute, market, transmit, duplicate, dub, perform, produce, reproduce, sublicense and otherwise use and exploit the material produced by Supplier throughout the world by all existing formats, including internet and mobile platform, and any as yet undiscovered methods and formats, and Supplier hereby grants PSTA all consent necessary to enable PSTA to exploit the material at its convenience. Supplier shall not be entitled to use the materials or any part of thereof produced under this Agreement, without PSTA's prior written consent, which PSTA may withhold in its sole and absolute discretion. Upon termination of this Agreement, however terminated, Supplier shall deliver to PSTA all papers and other materials related to the Services performed under this Agreement.

5.9 Intellectual Property Rights. PSTA shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for by PSTA under this Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by Supplier, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Supplier, its employees, agents, or subcontractors, in the performance of this Agreement. The documents will be the exclusive property of PSTA and documents must be immediately returned to PSTA by the Supplier upon completion or termination of this Agreement, however terminated. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Supplier assigns all right, title, and interest it may have in the works and the documents to PSTA. Supplier must, at the request of PSTA, execute all papers and perform all other acts necessary to transfer or record PSTA's ownership interest in the works and documents.

6. Obligations

- 6.1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Supplier, including its employees and subcontractors, in the performance of this Agreement, Supplier shall immediately notify PSTA's Representative in writing, and shall promptly furnish PSTA's Representative with complete information and/or disclosure thereon.
- 6.2. Representation. The Supplier must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of PSTA, and that

neither Supplier nor its employees, agents, or subcontractors, retain any interest in and to the works and documents.

7. COMPENSATION. In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier pursuant to the prices set forth in Exhibit B. Payment shall be made only for work which is actually performed and approved by PSTA. Supplier shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or services were performed. PSTA will make payment in accordance with the Florida Prompt Payment Act.

7.01 Invoices. All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order or Contract #:
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail: Accountspayable@psta.net

7.02 Payment Due Date. Payment due date is calculated from the date PSTA's Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date. All invoices must have the PSTA Purchase Order Number or Contract Number on them in order to be considered a proper invoice.

7.03 Disputed Invoices. In the event of a disputed invoice, only that portion so contested may be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

- **8.** MODIFICATION OF CONTRACT DOCUMENTS. The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.
- 9. WARRANTIES AND COVENANTS.

9.01 Patent, Trademark, Copyright, and Trade Secret. Supplier warrants that the Services, and all works, documents, goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Supplier of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Supplier for any such claim brought against Supplier.

9.02 Covenants against Gratuities. Supplier warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, money, or otherwise) to any official or employee of

PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating Supplier's performance under this Agreement.

10. ASSIGNABILITY AND SUBCONTRACTING. The terms and provisions of the Contract Documents shall be binding upon PSTA and Supplier, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

10.01 Written Approval Required. The rights and obligations of Supplier may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Supplier may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

10.02 Responsibility for Subcontractors. Supplier shall subcontract the Services with Suskey Consulting LLC for the first three (3) year term of this Agreement. If Supplier's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Supplier shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractors, Supplier shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs.

10.03 Assignment by PSTA. PSTA may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

10.04 E-Verify. Supplier shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Supplier throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Supplier, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

10.05 Provision for other Governmental Entities. Unless otherwise stated in Supplier's Response, Supplier agrees to make the prices in Supplier's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

11. DELAY IN PERFORMANCE/FORCE MAJEURE.

11.01 Time of the Essence. The timely receipt of the Services and all deliverables to PSTA is essential. If the Services and all deliverables associate therewith are not received on time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Supplier any increased costs and damages thereby incurred by PSTA.

11.02 Force Majeure. Supplier shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Supplier's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war,

strikes or lockouts beyond the control of Supplier and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.

11.03 Unavoidable Delay. If delivery of the Services, and all deliverables thereunder, is unavoidably delayed, PSTA may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Supplier's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Supplier, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Supplier to miss delivery dates and could not adequately have been guarded against.

11.04 No Damages for Delay. Supplier shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or substantial increases in the costs of performing the work under the Contract Documents.

11.05 Notification. Supplier will notify PSTA as soon as Supplier has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Supplier will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Supplier shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Supplier and will determine if Supplier is entitled to an extension and the duration of such extension. PSTA will notify Supplier of its decision in writing. It is expressly understood and agreed that Supplier will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Supplier shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

12. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause or penalty in accordance with the provisions below.

12.01 Without Cause. For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause or penalty upon thirty (30) days' written notice to Supplier. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Supplier shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Supplier has any property belonging to PSTA in its possession, Supplier shall account for the same and dispose of it as directed by PSTA, or return to PSTA.

12.02 With Cause. PSTA may terminate this Agreement with cause and without penalty at any time immediately upon written notice to Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Supplier fails to perform in the manner called for in the Contract Documents; or (3) Supplier does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Supplier an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions

specified in the Contract Documents, provided that Supplier must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Supplier may not terminate this Agreement.

- 12.03 Re-procurement. Should this Agreement be terminated by PSTA for cause under this Section, Supplier shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Supplier.
- 12.04 Force Majeure. If it is later determined by PSTA that Supplier's failure to perform was a result of a Force Majeure, PSTA may allow Supplier to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 12.01 of this Agreement.
- 12.05 Appropriation. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Supplier under this Agreement, PSTA shall notify Supplier of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.
- 12.06 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Supplier of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 13. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.
 - 13.01 Disputes. Disputes raised by Supplier which are not resolved amicably by the Parties shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Supplier mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Supplier shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be final and binding upon Supplier and Supplier shall abide by the decision.
 - 13.02 Performance during Dispute. Unless otherwise directed by PSTA, Supplier shall continue performance under this Agreement while matters in dispute are being resolved.
 - 13.04 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Supplier shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as specifically set forth herein or as may be specifically agreed in writing.
 - 13.05 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Supplier all its reasonable attorneys' fees and costs incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Supplier. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys'

fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, Consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statutes, rule or guideline.

14. INDEMNIFICATION

14.01 Indemnification. The parties recognize that Supplier is an independent supplier. Supplier agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Supplier against PSTA, and Supplier hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Supplier's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

14.02 Control of Defense. Subject to the limitations set forth is this provision, Supplier shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Supplier's expense. Supplier shall have the right, at its option, to participate in the defense of any third party claim, without relieving Supplier of any of its obligations hereunder. If Supplier assumes control of the defense of any third party claim in accordance with this paragraph, Supplier shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Supplier shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Supplier has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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15. INSURANCE

15.01 Insurance. Supplier must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA.

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Supplier has subcontractors perform any portion of the work in the Contract Documents; either Supplier shall name those subcontractors as "additional insured" or each Subcontractor shall be required to have the same insurance requirements as Supplier. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of this Agreement. For services with a "Completion Operation Exposure", Supplier shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. Supplier shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Supplier has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. Supplier may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Supplier's Excess Insurance Program. If Supplier participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Supplier shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

- A Certificate of Insurance with the additional insured endorsement.
- A Certified copy of the actual insurance policy.
- The Most Recent Annual Report or Audited Financial Statement (Self-Insured Retention (SIR) or deductible exceeds \$100,000).

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the PSTA, if requested by the PSTA, Supplier shall, within thirty (30) days after receipt of a written request from the PSTA, provide the PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Supplier may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

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Board Meeting 6-22-16

The acceptance and approval of Supplier's Insurance shall not be construed as relieving Supplier from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation and Professional Liability coverage.

Should at any time Supplier not maintain the insurance coverage's required by this Agreement, PSTA may either cancel or suspend delivery of goods or services as required by Supplier or, at its sole discretion, shall be authorized to purchase such coverage and charge Supplier for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverage's purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Supplier is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Supplier, Supplier has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Supplier occurs, or alternately find Supplier to be in default and takes over the protective measures as needed.

The insurance provided by Supplier shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Supplier.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Supplier shall apply on a <u>first dollar basis without application of a deductible or self-insured retention.</u> Under limited circumstances, PSTA may permit the application of a deductible or permit Supplier to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Supplier shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

15.02 Waivers. All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA, from Supplier and Supplier will ensure the compliance with any subcontractors.

- I. Project Specific Insurance Requirements The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:
 - **A. Commercial General Liability Insurance:** including, but limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations,

and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Suppliers).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- (vi) \$1,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

15.03 Vehicle Liability Insurance - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Supplier, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

• Owned, Non-owned, and Hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

This policy should not be subject to any aggregate limit.

Workers' Compensation Insurance. Prior to beginning work, Supplier shall obtain Workers' Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Supplier shall maintain throughout, and will remain in force during the term of this Agreement for all employees engaged in work under this contract.

The Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

15.04 Professional Liability Insurance: Professional Liability Insurance recognizes that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, Supplier shall purchase and maintain throughout the life of this Agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of Supplier arising out of work governed by this Agreement.

The minimum limits of liability shall be:

- \$1,000,000 per Claims Made Bases/or per Occurrence
- \$2,000,000 Aggregate

If coverage is provided on a claims made basis, Supplier agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least two (2) years following the conclusion of this Agreement, or purchase an extended claims reporting period of two (2) years following the expiration of this contract.

16. MISCELLANEOUS PROVISIONS

16.01 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Supplier and PSTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County,

Florida, and for any State actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

16.02 Entire Agreement. The Contract Documents, including all exhibits, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

16.03 Public Records Requirements. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by PSTA to perform the work contemplated by this Agreement; (b) upon request from PSTA's custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to PSTA, Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and

exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to PSTA and provide PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to PSTA, upon request from PSTA's custodian of public records, in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number:	E-mail address:
Mailing address:	

16.04 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:

Pinellas Suncoast Transit Authority Attn: Director of Procurement 3201 Scherer Drive St. Petersburg, FL 33716

With required copy to:

Alan S. Zimmet, General Counsel Bryant Miller Olive P.A. 201 N Franklin Street, Suite 2700 Tampa, FL 33602

To Supplier:

RSA Consulting Group LLC Ron Pierce 707 N Franklin Street 6th Floor Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

16.05 Severability. If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

16.06 Modification. The Contract Documents may not be amended or altered without prior written approval by PSTA. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification, change not properly ordered by written modification to the Contract Documents and signed by PSTA.

16.07 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

16.08 Authorization. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF the parties hereto ha the date first above written.	ve caused this Agreement to be duly executed on
SUPPLIER:	PSTA:
By: Duly Authorized Designee	By: Brad Miller, CEO
WITNESS:	Approved as to form:
Ву:	By: Alan S. Zimmet, General Counsel

Exhibit "B"

Flat Fee for services on a monthly retainer basis. Retainer rates represent the number of principals and staff devoted to PSTA and the expected scope of work as outlined in the final scope work. Included in this flat fee will include all business expenses. There shall not be any additional charges beyond the below stated monthly retainer, which includes subcontracting fees.

Proposed price for fixed monthly retainer \$ 7,500 Price is firm for a period of three (3) years)



PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE, ST. PETERSBURG, FL 33716 WWW.PSTA.NET 727.540.1800 FAX 727.540.1913

LEGISLATIVE COMMITTEE MEETING MINUTES – FEBRUARY 3, 2016

The Legislative Committee of the Pinellas Suncoast Transit Authority (PSTA) Board of Directors held a meeting in the Auditorium at PSTA Headquarters at 9:00 AM on this date. The purpose of the meeting was to approve the January 6, 2016 meeting minutes and receive updates from Van Scoyoc and Gray Robinson. The following members were present:

Ben Diamond, Committee Chair Doug Bevis Patricia Johnson Lisa Wheeler-Brown

Absent

Janet Long, Committee Vice-Chair

Also Present:

Brad Miller, CEO
Bill Jonson, PSTA Board Member
Alan Zimmet, General Council
Steve Palmer, Van Scoyoc Associates (via phone)
Robert Stuart, Gray Robinson (via phone)
PSTA Staff Members
Members of the Public

CALL TO ORDER

Committee Chair Diamond opened the meeting at 9:00 AM.

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS

<u>January 6, 2016 Meeting Minutes</u> – Ms. Johnson made a motion, seconded by Mr. Bevis to approve the minutes. There were no public comments. Motion passed unanimously.

DISCUSSION ITEMS

<u>2/10-2/11 Tallahassee Trip Coordination</u> – Mr. Miller informed the Committee that February 10th and 11th is the Pinellas Regional Chamber's trip to Tallahassee. He said that there will be a coordination meeting on February 5th and a reception on February 10th with planned presentations for February 11th. Mr. Miller mentioned that he would like to schedule PSTA-specific meetings as well and Mr. Stuart indicated that he will try to schedule the meetings.

<u>Clearwater Beach – Tampa International Airport (TIA) Express Strategy</u> – Mr. Stuart reported that Senator Latvala has heard from the Governor's office that putting this item in the budget would be a prime veto target. He said that Senator Latvala's suggestion is to model PSTA's success with the Central Avenue Bus Rapid Transit (BRT) and to work with the Florida Department of Transportation (FDOT) with Senator Latvala taking the lead. Mr. Stuart explained that if this item was vetoed, PSTA would not be eligible to obtain FDOT funds for the fiscal year. Mr. Bevis agreed and also suggested approaching TIA for funding. Committee Chair Diamond suggested having a meeting with the Governor's office to message this as a means for people to get to and from jobs and also for tourists to get to the beach. Mr. Stuart will arrange for a meeting.

Mr. Jonson said that this item was also on Clearwater's agenda. Mr. Miller suggested a joint letter of support with the signatures of the entire Pinellas delegation to the FDOT Secretary or Governor. Committee Chair Diamond mentioned the letters of support that PSTA already has and Mr. Stuart requested copies.

Transportation Disadvantaged (TD) Study – Mr. Stuart reported that Senator Latvala wants to put his focus on the TD Study to get as much money as possible for a quality study and also re-purpose some of the TD money to fill the gaps. Mr. Miller said that Senator Latvala put \$200,000 in his budget for the TD Study. Ms. Johnson indicated that she met with Senator Latvala and he was very interested in PSTA's TD ridership numbers and the fact that the Authority works closely with other agencies such as the Juvenile Welfare Board (JWB) and PARC to provide TD transportation. Committee Chair Diamond asked if there was a Pinellas representative on the TD Commission and Mr. Jonson suggested approaching them for help and possibly collaborating with other areas/counties that are short on TD funds.

<u>Open-Carry Legislation Impacts on PSTA</u> – Mr. Stuart gave a quick update on the open-carry bill and stated his opinion that the full open-carry bill will not pass this year.

Mr. Zimmet indicated that he will craft a memo on the open-carry issue relating to buses in response to Board member Welch's question. Mr. Miller added that there are signs posted on the buses and the Bus Operators are trained to report anyone displaying a weapon.

<u>2/24 Board Meeting Federal Affairs Presentation</u> – Mr. Palmer reported that Harry Glenn, Van Scoyoc, will be attending the February 24th Board meeting. He provided an update on the federal issues and indicated that the Federal Transit Administration (FTA) is focused on the implementation of the Fast Act, adding that the Formula Funds will continue to flow as usual. Mr. Palmer stated that the President will be submitting his last budget request to Congress on February 9th which does affect PSTA's projects indirectly with the FTA Small Starts program. He will report back on what the budget proposal contains and how it affects PSTA in the coming year.

<u>Legal Opinion on Government Affairs</u> – Committee Chair Diamond indicated that this issue was brought up at the January Board meeting. Mr. Zimmet said that the Board has heard from Tom Rask on a number of occasions about whether PSTA legally can hire a lobbyist. He spoke about PSTA's Special Act which grants the Board permission to enter into contracts and also gives the Board the authority to exercise all powers necessary, pertinent, convenient, or incidental to carry out the purposes of PSTA.

Mr. Zimmet indicated that these are very broad powers that, in his opinion, include contracting with a lobbyist. He added that the Attorney General has said that a county has the authority to hire a lobbyist, under the Constitution which provides, "the governing body of the County shall have the power to carry on County government." The Attorney General interprets that language to say that the County can hire a lobbyist. Therefore, in his opinion, if that broad provision allows the County to hire a lobbyist, PSTA's broad grant of powers permits PSTA to hire a lobbyist.

Mr. Zimmet referred to a detailed memo written by David Smith, General Counsel for HART, stating that he agrees with Mr. Smith's description of the Attorney General opinions. He also spoke about PSTA's answer to Mr. Rask's litigation in 2013 challenging PSTA's contract with Gray Robinson for lobbying services.

At Committee Chair Diamond's request, Mr. Zimmet summarized HART's stance and how that might impact Mr. Zimmet's analysis. Mr. Zimmet explained that HART was created with a general law, which is a statute that allowed for the creation of regional

transit systems. Their statute is slightly different than PSTA's in that PSTA is granted more powers than HART.

Mr. Miller indicated that the Legislative Committee is designed to provide assistance to the PSTA Board. He said the question is whether to ask Mr. Zimmet for a memo similar to Mr. Smith's and ask for guidance for further action. Committee Chair Diamond suggested that Mr. Zimmet give a summary of Mr. Smith's opinion at the Board meeting or refer the Board to today's meetings minutes and the documents so they can read them and follow up directly with Mr. Zimmet if they require additional information.

Mr. Miller said that he will put together a memo that would include Mr. Smith's memo, the 2013 lawsuit response, and a summary from this meeting. Committee Chair Diamond stated his belief that Mr. Eggers' request was fulfilled by today's discussion with Mr. Zimmet.

FUTURE MEETING SUBJECTS

The Committee was provided with a list of upcoming meeting subjects.

Mr. Miller responded to Committee Chair Diamond's question on the timeline for the State Government Affairs procurement. There was discussion about Senator Latvala's wish that HART and PSTA work more closely together as a region, and Mr. Miller suggested more joint meetings with HART and the MPO with the possibility of developing a Tampa Bay region state priority list. The Committee requested copies of the past two merger studies that were conducted.

OTHER BUSINESS

No other business was discussed.

ADJOURNMENT

The meeting was adjourned at 10:30 AM. The next Legislative Committee meeting will be held on March 2nd at 9:00 AM.

TO: Katharine Eagan CLIENT-MATTER NO.: 551050-1

CC: Dara Chenevert

FROM: David L. Smith

DATE: January 22, 2016

SUBJECT: HART Statutory Authority to Contract for Lobbying Services

This memorandum is a preliminary opinion and is subject to clarification, extension or revision based upon additional information that may be ascertained pursuant to conversations with you as the CEO of the organization and Jeff Seward as the CFO.

I. The Question

This memorandum is in response to your inquiry regarding whether it is lawful for HART to enter into a contract for the provision of lobbying services.

II. Background

This question arose in part due to the dispute unrelated to HART about whether the PTC, as a special district could enter into a contract with a government relations business entity for lobbying services. One of the parties to the dispute asserted that the PTC could not employ a lobbyist by virtue of an Attorney General Opinion, i.e. AGO 2014-01 issued on February 13, 2014.

As a consequence, I have reviewed AGO 2014-01 and the authority recited therein in order to evaluate whether HART can legally enter into a contract for the provision of lobbying services. The short answer is that I believe that pursuant to a correct understanding of the applicable legal authority and the facts as I understand them HART can do so.

III. Anomalies of Attorney General Opinions

The problem is that oftentimes Attorney General Opinions are very conclusory in nature and have unqualified statements that are not supported by the underlying law on which the Attorney General Opinion purports to rely. That requires that one identify the case law on which the opinions ostensibly rely and review it to determine if it is accurately cited and whether it applies to the set of facts to which we seek to apply it by extension. Based on that process, this is my considered legal opinion which regrettably is not infallible. This memorandum provides my analysis so you will know the basis of my opinion. Accordingly, although Attorney General Opinions suffer from the limitations described herein, it may be the Board's decision to seek our own Attorney General Opinion with regard to the specific facts governing HART. As you will see below, facts make the law and the process of legal analysis is the extrapolation of the law as

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understood in light of a specific set of facts to a new set a facts to which it has not yet been applied. Such an analysis is analogical and not ineluctable.

IV. <u>Limitations on Precedential Weight of Attorney General Opinions</u>

Legal opinions are based upon analyzing cases that have been decided or opinions issued based on the facts that are before the tribunal. The challenge is to find such opinions dealing with a situation similar to or perhaps even almost identical to the case to which you intend to apply those opinions. Accordingly, it is important to remember that despite the understanding of laymen, cases are decided and are limited to the facts of the cases and the general conceptual analysis is simply the analytical process applied to those facts to explain the basis for the outcome. As such, all opinions are limited to their facts, including AGO 2014-01.

An additional factor with regard to Attorney General Opinions is that they are not binding law, but are rather deemed to be "persuasive". A court opinion by contrast, has the impact of law and is legally binding on those subject to its jurisdiction. Accordingly, Attorney General Opinions are significantly more attenuated than case law in regard to the extent to which they are controlling. That makes it imperative to review and analyze the case law on which such opinions are based to find out what weight to give the "persuasive authority" of an Attorney General opinion.

V. Attorney General Opinion AGO 2014-01

In this Opinion the Attorney General found that the Hillsborough County Civil Service Board's "enabling legislation does not *directly* or *by implication* authorize the Board to contract with a lobbying firm to represent its interest before the Florida Legislature." The Attorney General Opinion is based upon the view that since the District was statutorily created it could "only exercise such powers as have been *expressly granted* by statute or must *necessarily be exercised* in order to carry out an *express power*." The legal authority for this holding is cited in footnote 7 of the Opinion.

¹ See P. 1, emphasis supplied, i.e. not in original. Hereafter we will use (e.s.). Later in the Opinion the Attorney General says "more specifically, this office has stated that public funds may not be expended by public entities for lobbying purposes unless expressly and specifically authorized by state law." This variation of a holding is discussed in more detail in Section VI C. The only authority it cites for that proposition is Attorney General Opinion AGO 77-08, and authorities cited therein. The anomaly is since the question before the Attorney General is the expenditure of public funds for lobbying purposes, if that issue was subject to a different, more categorical analysis, why are they inquiring into authority "by implication" unless it remains relevant.

² See P. 2, (e.s.). This portion of the analysis is clearly tied to legislative intent as is evident in the statute creating the entity. That seems to suggest that the unqualified statement regarding the expenditure of public funds on lobbying expenses is categorical. A review of the law, however, renders that view untenable. It is clearly the legislative intent that must govern the roles, authority, powers and capacity of these legislatively created entities.

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Additionally, the Attorney General went on to say that any "*reasonable doubt* as to the lawful existence of a particular power sought to be exercised must be resolved against the exercise thereof." This "reasonable doubt" analysis must be related to the requirements associated with legislative delegation of authority and the legislative intent as is evident in the legislative act creating that authority. That is, a legislature must be clear in its delegation of authority or it provides too much discretion and has "improperly delegated legislative authority", which is not permissible. Since it is also a maxim of statutory interpretation to try to effectuate the purpose of the legislature, a "reasonable doubt" must in fact be a clearly reasonable doubt and not speculative or based upon conjecture. In any event, the authority for the "reasonable doubt" component of the holdings is cited as contained in footnote 8 of the Opinion.

The Opinion goes on to indicate that there are numerous Opinions of the Attorney General that "adhere to the general principal that public funds may not be expended by a district or other statutory entity unless there is a "specific statutory provision authorizing such expenditure." The authority for this holding is cited as contained in footnote 10.

Finally, the Opinion stated that the Attorney General had previously held that "public funds may not be expended by public entities for *lobbying purposes* unless *expressly and specifically* authorized by state law." The authority for this proposition is cited as contained in footnote 11. On its face, this appears to be a separate analysis for a separate issue. That is, the expenditure of funds pertaining to lobbying is subject to a different analysis than that determining the existence of authority or the expenditure of funds generally. This apparent distinction, however, disappears upon review of the underlying authority as will be seen below.

Based on the structure of the Opinion there appears to be three different categories for analysis. First is an analysis regarding the power or authority of an entity to act. Second is the authority of that entity to expend funds. Third is the authority of that entity to spend funds for lobbying purposes. Unfortunately, a review of the various authorities cited for these propositions do not support such a separation of analysis. There are limited instances in the authorities cited in which the obligations of an auditor or some other governmental entity is implicated. Those cases are limited to those situations and do not present a general statement with regard to all special

³ See P. 2, (e.s.).

⁴ See P. 2. It is unclear how this standard relates to the standard described above dealing with the "exercise of powers. It would seem that no powers could be exercised without the expenditure of funds so it could not be the expenditure of funds in and of itself that distinguishes this standard. The distinction seems to indicate that when it comes to the expenditure of funds analysis regarding implied authority granted by the statute to necessarily exercise an express power is not applicable. That would not make sense because that would eviscerate legislative intent as the standard and it is uniquely not the purview of the judiciary "or the Attorney General" to contravene a constitutionally valid legislative act.

⁵ See P. 2, (e.s.).

Katharine Eagan January 22, 2016 GrayRobinson

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districts. Clearly, even a legislatively created entity cannot spend funds contrary to the obligations of the Florida Constitution or the validly delegated legislative authority in creating that entity. As such, the overriding point at issue is the legislative intent in creating the entity being analyzed. Any separate constitutional prohibition would apply in its own right.

In order to understand the scope of the AGO 2014-01 Opinion we need to review the facts on which the decision was based. The best place to start is with the general power or authority to act.

The specific statutory language relied on by the Attorney General was that the act creating the Civil Service Board indicated that the purpose was to "establish a system for the formulation and implementation of procedures to ensure the uniform administration of the classified service" for the County. The Opinion indicates the enumerated powers and duties of the Board were those specifically authorizing the Board to "employ, discipline and terminate a director and such other personnel as necessary to carry out the purposes of this act and within the scope of its budget." The Opinion went on to say the Board also has specific authority to "employ, discipline and terminate or contract for legal counsel (e.s.) as may be needed and within the scope of its budget" and to conduct and to contract for performance audits as required by law. These were the only express powers granted pursuant to the act according to the Opinion. The Attorney General found that given that "limited purpose" along with the distinction between "who may be employed by the Board and the ability to contract for legal counsel", there was no "direct or apparent (e.s.) authority for the Board to contract for lobbying services." Accordingly, the Attorney General concluded that the Civil Service Board was not authorized "to contract with a government relations business entity that will represent the interests of the Board in the State of Florida legislative process."

Essentially, this should be the extent of AGO 2014-01. If the Civil Service Board did not have the authority or power to enter into such a contract (because its contracting authority was limited to the retention of legal counsel and auditing services) the Attorney General did not need to get to the issue of whether the expenditures were authorized and whether specific expenditures on lobbying were authorized. Unfortunately, there are recitals regarding general conceptual understandings of the law and then a conclusory statement or finding with respect to the specific question asked. Again, it is important to remember that the scope of an Attorney General Opinion is limited to the scope of the question asked. Therefore, the critical components of that Opinion will have to be carefully reviewed in order to ascertain how the recited authority would be applied to the set of facts applicable to HART. The statutory language with respect to HART could be different in terms of the "purposes" for creating the legal basis for HART, the specific powers and authorities granted and the objectives to be obtained.

6 See P. 2.

7 See P. 2.

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According to the opinion in order to exercise any given power the enabling legislation must have either "directly or by implication authorized the Board to contract with a lobbying firm". The term "directly" seems pretty clear, but what is "by implication"? The opinion addresses this issue in part by indicating that the district may only exercise such power if it has been "expressly granted by statute or must necessarily be exercised to carry out an express power". (e.s.) As indicated, this statement is ostensibly supported by the authority cited at footnote 7. We will analyze that "authority" below to see precisely what it does mean.

In sum then, the opinion itself finds that the Civil Service Board did not have the "power" to enter into a contract for lobbying services because the enabling act only created the Board for the "limited purpose" described and limited its contracting power to contracts with legal counsel and audit services; and, therefore, there was "no direct or *apparent authority* for the board to contract for lobbying services."

VI. <u>Underlying Case Law and Additional Attorney General Opinions</u>

In order to make sure we have fully evaluated the limitations and implications of the applicable law, we reviewed the authority cited by the Attorney General in AGO 2014-01 in terms of the purposes for which it was cited. Below is a statement of each component of AGO 2014-01 and a review of the supporting authority and analysis of its applicability.

A. A district may only exercise powers expressly granted by statute or necessarily exercised to carry out an express power.

The Opinion indicates the legal authority cited at footnote 7 stands for the proposition that any given entity is "limited to the powers granted." While that appears to be accurate in part, that position may be better viewed as one aspect of interpreting legislative intent. Understanding that authority will allow us to evaluate to what extent it should be extended to the facts (and legislative intent) governing HART.

The Florida Supreme Court in Forbes Pioneer Boat Line v. Board of Commissioners of Everglades Drainage District, 83 So. 346 (May 30, 1919) held that the drainage district could not collect a toll on a public canal because there was no "grant from the sovereign either in express terms or by necessary implication." (e.s.) The Court found that the drainage board was created for the purpose of constructing canals to drain the lands making them habitable and fit for use and to have the ability to assess taxes on property benefitted by said drainage in order to complete this reclamation. According to the Court, since the sole purpose of the act was to drain and reclaim the swamp on overflowed lands that there was "no intention of the Legislature to permit the Board of Drainage Commissioners to construct canals or build locks thereon for commercial purposes" (e.s.). As such there was no express or implied authority to levy a toll upon boats passing through locks created as part of the drainage system. It is important to note that since the task before the Court was to determine what the statute specifically allowed either

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directly or by implication of the assessment of tolls, it was imperative that the Court review and identify the "legislative intent" behind that statute. This issue of "legislative intent" is actually the primary legal concept at issue throughout. At all times therefore for purposes of our analysis, we need to focus on what the act or statute itself says about the powers and purpose of HART.

It is unclear from reviewing the case law and the related attorney general opinions whether they intend to make a distinction between special districts created to undertake a governmental activity from a regulatory or administrative body that is intending to implement and regulate a legislative program. If that difference is significant, that difference is not addressed in the various opinions and case law described in this memorandum.

In *Halifax Drainage District of Volusia County v. State*, 183 So. 123 (1938), the Florida Supreme Court repeated the refrain that a drainage district (and inferentially any special district) has no power or authority other than that conferred by statute. The *Halifax* case dealt with the limited ability of the drainage district to tax and assess properties for improvements made. That is, pursuant to the enabling statute, the power to levy and collect taxes on the lands in the drainage area was "restricted to the amount of benefits shown by the plan of reclamation." The *Halifax* case therefore dealt with an effort by the drainage district to literally act in a manner contrary to the legislation creating the district. There was no authority to create other financing mechanisms or create additional funds for use in the district, except pursuant to the express provision that it must be limited to "the amount of benefits shown by the plan of reclamation." Contrary to being a case dealing with insufficient authorization of power, this appears to be a situation where the district was acting directly contrary to the legislative intent.

Interpretation and enforcement of legislative intent was also the determining factor in *State Ex Rel Davis v. Jumper Creek Drainage District*, 14 So.2d 900 (1943) in which the Florida Supreme Court found the grant of authority to assess and levy taxes and apply them to bond debt was only as provided in the statute and the creation of bonds different from that provided in the statute was simply not authorized.

Roach v. Loxahatchee Groves Water Control District, 417 So.2d 814 (4th DCA, 1982) held that a flood control district had no power to refuse permission to allow a landowner to build a bridge over a canal unless the bridge interfered with the water flow that the district had the authority to regulate. Again, the determining factors specifically relate to the scope of the legislative intent in creating the district at issue. The district in Loxahatchee Groves was created solely for the purpose of controlling the flow of the water and related flood diminishment and did not allow the district to extend its authority beyond the powers and functions necessary to accomplish those purposes.

At least two of the four Attorney General Opinions cited for this "limitation to powers granted" proposition are better understood as an interpretation of legislative intent than a result of a limited grant of powers. AGO 89-34 dealt with the limitation on the collection of impact fees

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and the requirement that they be segregated for use to defray the impact of *new construction* and not for other purposes of the fire district. That is not only based upon a limitation contained in the enabling statute, but a constitutional and statutory principle regarding the allocation of burden and benefits on special assessment districts. In that instance, the plain language of the statute indicated that the legislature limited "the expenditure of impact fees to new facilities and equipment, or portions thereof, required to provide fire protection and related emergency services to *new construction*." Again the conceptual analysis is better understood as one of interpreting legislative intent.

Pursuant to the opinion rendered in AGO 96-66 the Lake St. Charles Community Development District was found to not have the authority to construct a cable television service for its community because it was not within the scope of the authority granted under Chapter 190 or by implication necessary to carrying out those powers that were expressly granted.

AGO 98-20 found that St. Johns River Water Management District could in fact purchase all of the outstanding stock of a private for-profit corporation which owned property and immediately dissolve the corporation thereby acquiring fee title even though the statute only specifically indicated that it had the right to acquire fee title in property and easements by purchase, gift or devise. That is, the acquisition of the property by virtue of acquiring a corporation was seen as an implied power or apparent power to carry out powers that were expressly granted. Accordingly, this case gives us a clear understanding of what action may be taken that is "necessarily exercised in order to carry out an express power" (emphasis supplied). Once again, the dispositive analysis dealt with the legislative intent in creating the entity rather than the failure of the specific language to contain the specific description of that power.

Finally, in AGO 2004-26 Santa Rosa Island Authority could not expend funds to assist a charter school providing educational services within the district because its enabling legislation contained nothing authorizing the expenditure of funds for educational purposes. This opinion does apply the "limited to powers granted" analysis. Although this opinion is also cited for the proposition that any reasonable doubt should be resolved against the exercise of the power it seems instead to turn once again on interpretation of legislative intent. As the opinion itself said the legislation "contained nothing" authorizing expenditure of funds for educational purposes. There was nothing in the statute from which a reasonable inference of apparent authority could have been derived. Therefore, there was no "reasonable doubt" that needed to be resolved. Once again, this case really stands more for a maxim of correct legislative interpretation than it does for a presumption of inclusion or exclusion.

The *Halifax* case referenced above is also cited for this reasonable doubt proposition. As is evident from the analysis of the *Halifax* case, however, there was nothing in the statutory grant of authority that created a doubt. That is, the legislative intent was clear from the express terms

8 P.2.

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of the statute. The case of *State Ex Rel Greenberg v. Florida State Board of Dentistry*, 297 So.2d 628 (Fla. 1st DCA, 1974) was actually decided on due process basis although it did involve the Board of Dentistry carrying on a generalized investigation rather than a specific administrative hearing investigation as authorized by law.

The City of Cape Coral v. GAC Utilities Inc. of Florida, 281 So.2d 493 (Fla. 1973) dealt with the limitation of powers by the Public Service Commission since it was a creature of statute and its powers, duties and authorities were those expressly or impliedly granted. The case in fact hinges more on the view that since the Public Service Commission was a creature of the state legislature, the state legislature could alter the scope and reach of the regulatory power of the Public Service Commission. This case does not really provide support for the proposition it was cited as supporting.

AGO 2002-30 actually stands for the proposition that specific statutorily limited compensation for commissioners of \$4,800.00 per year, did not include the authority to additionally provide benefits such as medical insurance, accidental death or disability insurance and the like. Clearly, when the legislature speaks as to a maximum amount of compensation to be provided, there is a very strong implication that any additional form of compensation is prohibited let alone not authorized. Once again this opinion seems better understood as correctly interpreting legislative intent.

Attorney General Opinion AGO 2004-48 deals with a water control district's ability to lease, sell or otherwise convey or dispose of its surplus real property for the purpose of raising revenue for the district. The Attorney General in this opinion read the language "other revenue-raising capabilities" as being tied to the language adjacent to it in the statute which dealt with non-ad valorem assessments in bond issues. Accordingly, that fact along with the fact that other water control districts had specifically been granted the right to sell surplus property as part of their charter led the Attorney General to conclude that that was not a power granted in the enabling legislation for East County Water Control District. The language the Attorney General stated to indicate their position was that any such powers "as had been expressly granted by that act or must necessarily be exercised in order to carry out an express power" indicates the extent of the implied powers. Attorney General Crist indicated that "any implied power must be necessarily implied from the duty that is specifically or expressly imposed by statute." The use of the term "duty" rather than the term "powers" or "authorization" makes this opinion even clearer that the issue is really one of legislative intent and the delineation of powers granted is just one of those components of legislative intent.

B. Public funds may not be expended by a district unless there is a specific statutory provision authorizing expenditure.

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There is one case and eight Attorney General Opinions cited in the Opinion as supporting the above-referenced proposition. The case actually deals with a special legislative appropriation issue.

That case, Florida Development Commission v. Dickinson, 229 So.2d 6 (Fla. 1st DCA 1969), is cited in the Opinion for the proposition that in order to perform a function for the state or to expend money belonging to the state, the person seeking to so spend must find and point to a constitutional or statutory provision authorizing him to do so. This case really deals with the funding requirements attendant to expenditure of funds by the state legislature through its budgeting process. In this instance, the funds were simply not appropriated by the legislature and, therefore, were not authorized. In *Dickinson*, the Comptroller of the State refused to pay for the costs incurred in connection with the production and broadcast of a television program in which Governor Kirk spoke on the status of education in Florida. The Comptroller refused to make that payment on the grounds that the Development Commission did not have the authority to incur the expense and it did not relate to the scope, powers and duties of the agency. This case turns more on the obligations of the comptroller with respect to its constitutional duty to examine, audit and adjust and settle accounts of state officers and not disburse public monies not authorized by law. The case does not describe the grant of powers to the Development Commission but did find that the Development Commission was not empowered by the legislature to inject itself into the public school system of the state and therefore the expenditure was improper. Once again, the focus is on the correct interpretation of legislative intent.

In AGO 88-52 the question was whether a non-chartered county could expend county funds for lobbying purposes. The opinion found that if appropriate findings were made that the expenditure of county funds for lobbying serves a county purpose and is in the public interest then the county may expend county funds for lobbying.

The Attorney General Opinion AGO 77-08 deals with the expenditure of the Orange County Civic Facilities Authority to expend funds for a lobbyist in aiding the passage of a resort tax by the Legislature in the 1977 legislative session. The opinion dealt in part with the authority of the Orange County Civic Facilities Authority to expend funds in that fashion received from the County. Funds provided by the county were limited by the terms of the grant to expenditures "for maintenance of the facilities and for the payment of employees' salaries, operating, and planning expenses and other necessary expenditures." The term "other necessary expenditures" had to be interpreted in light of the words that preceded it according to the Attorney General and therefore are only expenditures relating to salaries, operating and planning expenses were considered to be within the general term and therefore the Authority lacked the authority to spend the money for a lobbyist. Specifically in determining what sort of authority has been

⁹ Unlike HART, the Orange County Civic Facilities Authority was funded by the County. HART has its own source of funds, separate budget process all of which is reviewed and approved pursuant to public hearings that include the authorization of the expenditure of those funds as a public purpose.

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delegated by the statute, the opinion indicates that such a power could arise "only when *some substantial basis of authority* (e.s.) for the exercise of the power appears in a statute" (e.s.). The opinion went on to say that doubts cannot be resolved in favor of a statutory power "when there is *no enactment* (e.s.) *which can be a basis* for such asserted delegated power." ¹⁰

AGO 75-120 dealt with whether the divisions of tourism and economic development have the authority to make expenditures from the "paid advertising and promotion" appropriations for the purchase of transportation, meals, accommodations and other similar items for potential investors, tourism officials and the like. Among other things, the opinion specifically found that the legislature had not appropriated money for such expenditures in the general appropriations act.¹¹ As such, it was not found to be specifically authorized by virtue of the grant specifying the exact expenditures that were authorized there was no room to imply or infer the ability to make additional expenditures on other items such as the ones mentioned above. In this opinion, essentially the Attorney General found that there was no basis in the statute from which such ability could be inferred. The applicable test is summarized succinctly in this opinion at page 5 of 13; it states the following:

A presumption in favor of action taken under an asserted delegated statutory power can arise only when *some substantial basis* of authority for the exercise of the power appears in the statute. Doubts cannot be resolved in favor a delegated statutory power when there is no enactment that can be a basis for such asserted delegated power. (Emphasis supplied.)

One of the cases cited in AGO 75-120 is the Florida Supreme Court case identified as *State v. Atlantic Coastline*, 47 So. 969. The Court there indicated that railroad commissioners can only exercise such authority as is "legally conferred by express provisions of law, or such as is by *fair implication and intendment incident to* and included in the *authority expressly conferred* for the purpose of carrying out and accomplishing *the purpose* for which the office were established." 47 So. at 978 (e.s.). That same court went on to say that if there is "a reasonable doubt as to the lawful existence of a particular power that is being exercised . . . the further exercise of the power should be arrested." (*Id* at page 979.) Again, it is clear that the test is legislative intent. That intent should be discerned by looking at the *purpose* for which the entity has been created in order to determine whether there is any *fair implication* that the *power or authority* being evaluated is *incidental to the accomplishment of that purpose and not inconsistent with the general powers granted*. Only if there is a reasonable doubt, i.e. a reasonable doubt must exist, is there a determination against the exercise of the power.

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¹⁰ See P. 3. This of course points to the need to carefully review the statutory authority for HART as embedded in the statute and in the Charter.

¹¹ See note 4, *supra* and text accompanying note 8.

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Clearly, as throughout this entire analysis it comes down to a careful reading of the statutory authority and powers granted and whether the retention of a lobbyist is appropriate to a delegated statutory power that can be the basis for that asserted delegated power. In this opinion, the relevant statute clearly did not specifically state there is authority to purchase meals and transportation for potential investors and to finance expenses at special meetings. The question therefore is whether it arises by necessary implication. This opinion turned on the fact that there is a prohibition on the use of taxing powers to aid a private person. See Article VII, Section 10 of the Florida Constitution, and the use of taxing powers is restricted to expenditures that are used to defray expenses of the state, not private persons, firms or corporations. See Article III, Section 12. Accordingly, this opinion is really not based upon interpreting the "express" or the "implied" authority to expend the funds for the purpose at issue but on State Constitutional requirements.

Attorney General Opinion AGO 68-12 held that the expenditure of funds for entertainment purposes did not appear to be authorized by the applicable law. Essentially, this deals with the expenditure of state funds by state officers and prohibits the expenditures except those "pursuant to appropriations made by law." The test was whether an expenditure was "under the express authority of a legislative enactment or an express constitutional provision, and expenditures implied therefrom as being necessary for carrying out of the legislative will." Accordingly, expenditures themselves would be evaluated in terms of legislative intent. The Attorney General found no provisions in Chapter 378 authorizing such expenditures. Additionally, this case dealt with the lack of transparency with respect to the expenditures and their dubious nature by virtue of that fact.

Attorney General Opinion AGO 2001-28 actually dealt with an issue relating to dual office holding and is not really germain to this analysis. It nonetheless was cited in footnote number 10, in AGO 2014-01.

AGO Opinion 78-12 indicates the community college district boards are limited to the adoption of salary schedules and the fixing of the salaries of its employees on the basis pertaining to those salary schedules. That is, the salary schedule was the sole instrument identified for determining compensation for the employees. Accordingly, any additional compensation would have to be expressly authorized by statute or state board of education regulation authorized by law. Essentially, this opinion evaluated whether there was any implied authority to provide these additional benefits and the finding was that the statutory provision was clear that the community college was limited to an annual adoption of a salary schedule for employees.

¹² See note 4 *supra* and text accompanying note 8. The issue with HART would not be the use of funds provided to it by some other entity pursuant to a delegation. The issue with HART is whether or not they have expended funds consistent with their approved budget enacted pursuant to the public hearing process and approval of the Board in furtherance of a power it has been lawfully delegated.

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Similarly under AGO 073-148 it found that neither a sheriff nor a county can pay or authorize the payment of a clothing and maintenance allowance for plain clothes deputy sheriffs without express legislative authority. This opinion revolved around the issue that public funds could not be used for a private personal benefit. As such, the purchase of uniforms for uniformed officers was consistent with an agency purpose because those uniforms were solely for a public purpose but a voucher or allocation for clothes for plain clothes officers was not. This distinction reinforces the concept that the expenditure of funds for the public purpose for which the entity was created is legitimate and authorized but the expenditure of fund for personal use is not.¹³ The purpose for which the entity was created is dispositive in any analysis of the expenditure of funds.

AGO 67-20 actually deals with the expenditure of funds to cover per diem expenses under Chapter 112, which is just another variant of statutory intent.

AGO 74-299 indicated that no funds of the district can be used for purposes other than "the administration of the affairs and business of said district." As such, the district was not authorized by the enabling legislation to utilize district funds to purchase life or health insurance for district employees. The holding was based upon the fact that "only such powers as are expressly given or necessarily implied because essential to carry into effect those powers expressly granted" are exercisable.

Also cited for support of the proposition of this Section III B is the *Dickinson* case cited above. Clearly, that case was simply limited to the fact that there was no legislative intent to provide the expenditure of funds for the purpose of creating the Claude Kirk video dealing with education as part of the Florida Development Commission.

C. Public funds may not be expended by public entities for lobbying purposes unless expressly and specifically authorized by state law

There is only one Attorney General Opinion and no case law cited as the basis for this proposition. As we have seen below at page 9, however, AGO 88-52 also expressly deals with the expenditure of funds for lobbying purposes. The cited opinion AGO 77-08 was also discussed above. It dealt with the fact that the Orange County Civic Facilities Authority was *not authorized by the County* to retain a lobbyist in order to promote the passage of a resort tax. It was not a blanket prohibition on the retention of lobbyists as is contained in Florida Statutes 11.062, which statute does not apply to HART, but was instead an analysis of the scope of the specific grant and appropriation of funds by Orange County. This Attorney General Opinion does not stand for the proposition that no public money could be expended for lobbying

¹³ See note 4 supra and text accompanying note 4.

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purposes. None of the case law and none of the other Attorney General Opinions provide such a specific blanket prohibition.¹⁵

This AGO has interesting implications for HART. Specifically, HART was created by Charter among Hillsborough County, the City of Tampa and the City of Temple Terrace. That Charter incorporated all of the provisions of the enabling statute Chapter 163 in terms of the powers and authority granted to HART. By virtue of creating the Charter, all of the constituent local government entities had to determine that HART was created for a valid public purpose. Additionally, HART expends funds pursuant to a budgeting process that parallels that of the cities and counties. That budget is then provided to the constituent local governments for their review. HART has its own ad valorem taxing authority pursuant to charter and approval by referendum. As such, it would seem that HART is analogous to the County in AGO 88-52 in that it may make expenditures of public funds for lobbying to the extent they have found it to be a public purpose in furtherance of HART's mission as legislatively established. HART has both a separate committee that oversees the legislative review process and a procurement in which lobbying services are obtained. Those actions as well as the actions by the Board in approving the budget would seem sufficient to constitute a finding of public purpose for the expenditure of funds for lobbying, so long as that is consistent with the purposes for which HART was created.

Based upon all of the foregoing, it is clear that the dispositive issue with regard to HART is going to be the HART Enabling Act, as incorporated into its Charter, in order to evaluate whether HART has the ability to hire and pay for lobbying representation.

VII. HART Enabling Act

Since as we have seen the language of the enabling legislation is critical, it is important to look at the applicable statute. For clarity, it is important to remember that HART was specifically created pursuant to a Charter formed by Interlocal Agreement among Hillsborough County, the City of Tampa and Temple Terrace. That agreement, however, is pursuant to state statute authorizing the creation of regional transportation authorities. The charter creating HART contains a list of its powers and authority that essentially incorporates the provisions of the state enabling act.

¹⁴ Again, as elaborated in note 4 and in the text accompanying note 4, HART is not relying upon a grant obtained from a separate entity to pay for the lobbying expenses. The funds are obtained pursuant to the budgetary process and public hearing approving same. This is the case cited above in which the phrase "other necessary expenditures" could not be extended to the political support of a tourist tax when it was really limited to the "maintenance of the facilities and for the payment of employees' salaries, operating, and planning expenses and other necessary expenditures."

¹⁵ AGO 85-04 cites AGO 77-8 as a blanket prohibition, but as we have seen above it depends upon whether there has been a finding that such expenditure of funds is for a public purpose and is consistent with the authority and powers granted to such an entity.

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HART is a special district created pursuant to the requirements of Florida Statutes 163.567. The purposes and powers of HART are summarized in Florida Statutes 163.568. Specifically under subsection (1) HART "is granted the authority to purchase, own, or operate, or provide for the operation of, transportation facilities; to contract for transit services; to exercise power of eminent domain . . .; to conduct studies; and *to contract with* other governmental agencies, *private companies* and individuals." (e.s.) At the outset, the ability to contract with third person private firms seems to be almost unlimited for HART in contradistinction to the severe limitations recited by the Attorney General for the Hillsborough County Civil Service Board in AGO 2014-01.¹⁶

Additionally, pursuant to subsection (2) the Authority is granted the right "to exercise *all powers necessary, appurtenant, convenient, or incidental to* the carrying out of the *aforesaid purposes, including*, but not limited to, *the following rights and powers*." (e.s.) Among those following rights and powers is the right "to acquire and operate, or provide for the operation of, local transportation systems, public or private, within the area, the acquisition of such system to be by negotiation and agreement between the authority and the owner of the system to be acquired." F.S. 163.568(2)(e). Additionally, HART has the ability "to *make contracts of every name and nature* and to execute all instruments *necessary or convenient* for the carrying on of its business." (e.s.) F.S. 163.568(2)(f). Again, this is the opposite of the severe limitation cited by the Attorney General in its opinion regarding the Civil Service Board.

An additional relevant right and power is that HART may "without limitation, . . . borrow money . . . , accept gifts or grants or loans of money or other property and to enter into contracts, leases, or other transactions with any federal agency, the state, any agency of the state, or any other public body of the state." (e.s.) F.S. 163.568(2)(h). Note the parties with whom HART may deal in this regard include any federal agency, the state of Florida, any agency of the state or any other public body of the state. That fact along with the power to enter into "contracts of every name and nature" with "governmental agencies, private companies and individuals" suggests a quite broad grant of powers and authority to contract with third parties that might be able to assist in obtaining governmental grants or loans.

HART is also authorized "to develop transportation plans, and to *coordinate* its planning and programs *with* those of appropriate *municipal, county, and state agencies and other political subdivisions of the state.*" F.S. 163.568(2)(i). Hiring third parties pursuant to its broad contracting authorization to carry out a specifically identified purpose of the organization with regard to state agencies and other political subdivisions of the state would seem to be both an express or direct grant of such powers and an implied or apparent ability to follow up on same.

Finally, HART is also by statute authorized "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority in order to carry out the

¹⁶ The Civil Service Board was limited to contracting for legal counsel and auditing services.

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powers granted to it by this part or any other law." F.S. 163.568(2)(j). Since the "conduct of its business," according to the express provisions of the statute includes HART's efforts to obtain gifts, grants, loans or other transactions with the state, any agency of the state or any other public body of the state all acts and things necessary or convenient for accomplishing that purpose would seem to include entering into a "contract with a government relations business entity that will represent [HART's] interests . . . in the state of Florida legislative process." Based on the provisions of the enabling legislation, it seems that entering into a contract for lobbying services by HART is contemplated in the legislation authorizing its creation and in fact is part and parcel of the specific responsibilities and powers granted. To cite just one example, HART has the ability to accept grants or loans from the federal government, the state or any agency of the state or any other public body of the state. Since HART can enter into contracts of "every name in nature" to execute the powers necessary for carrying on its business it would seem that a contract entered into with a lobbyist to assist in obtaining grants or loans of money or to enter into other contracts or transactions with the federal government, the state and any agency of the state or other public body is expressly contemplated by the enabling act.

Additionally, as is seen above, HART is to develop transportation plans and to coordinate with municipal, county and state agencies and other political subdivisions of the state in this effort. Again, with the authority to enter into any contracts necessary to carry out and conduct any of its business, lobbying activities would seem to be a permissible way for HART to carry out and facilitate its coordinating function with other entities of the state. Therefore, based upon AGO 2014-01 it would seem that HART has **the authority** to employ lobbyists in furtherance of its statutorily and Charter identified purposes.

Given the interaction HART has with various agencies and entities of the state, and the ability to obtain grants therefrom, it would seem important to at least review the funds received in that fashion to be sure there are no specific limitations on the provision of those funds that would not allow them to be applied to lobbying activities. That is, the source of funds that are used by HART to pay for any of the lobbying activities must not be such that the expenditure violates that grant. With the exception of specific grants used for specific purposes, it would seem the other revenue that HART receives, including that from its ad valorem assessment, is general revenue and can be used for any purposes consistent with the budget and the findings of "public purpose" attendant to the budget adoption process.

An important consideration with respect to all of the above cited case law and Attorney General Opinions is the nature of the entity at issue. Many of the opinions and cases dealt with districts created with a very specific and limited purpose to provide regulations and/or accomplish a given purpose. Draining districts for example were to create structures that drained the property and were specifically authorized to obtain funds in the very limited manners described in order to complete same. Regulatory or administrative bodies have greater discretion and create rules and regulations that must be consistent with the enabling statute, but are intended by its very nature to flush out some of the specifics and therefore there is discretion and presumption of validity

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provided to administrative bodies carrying out those tasks. HART is yet a different entity from both a regulatory and limited function district. HART is an operating entity, like aviation authorities, port authorities and the like, who are provided specific sources of revenue or means of obtaining revenue, some of which is fare revenue generated from operations. HART is then obligated to manage, operate, plan and provide for transit services in a specified geographic area. Accordingly, there is significant discretion in authority granted to an entity such as that to accomplish the purpose for which they are created. Those purposes are more proprietary in nature than they are governmental, albeit under the auspices of government processes.

As indicated, HART goes through an appropriation and budgeting process that includes the designation and delineation of expenditures that are consistent with the public purposes to be achieved under the statute and charter. The expenditure of funds for lobbying of state and federal government or attendant executive branches in order to obtain the funding, grants and other revenue and to coordinate with such governmental entities to carry out its purpose seems to be specifically within the purview and responsibility of such an agency.

CONCLUSION

Based upon a reading of the statutory authorization for HART and the Charter creating it, it is my opinion that the expenditure of funds for lobbying activities pursuant to the annual budgetary process is an act within the powers and authorities of HART. Clearly, there is no specific language indicating "lobbying" is permitted, but there is plenty of authority in the cases and opinion recited above to indicate that apparent authority and authority by implication is in fact sufficient and in this case seems evident from the language creating HART.

If the Board wants to be absolutely certain, we can seek an Attorney General Opinion based upon the facts unique to HART as a last measure to obtain reaffirmation of that ability.

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PINELLAS COUNTY, FLORIDA

THOMAS RASK, Plaintiff

Case No.: 13-1877CI-13

vs.

PINELLAS SUNCOAST TRANSIT AUTHORITY,
Defendant

DEFENDANT'S MOTION TO DISMISS

The Defendant, PINELLAS SUNCOAST TRANSIT AUTHORITY ("PSTA"), by and through its undersigned counsel, pursuant to Rule 1.420(b), Fla. R. Civ. Pro, respectfully requests this court dismiss the Complaint with prejudice, and as grounds thereof would state:

- 1. The Plaintiff lacks standing to challenge the expenditure of funds by PSTA.
- 2. The use of a Federal Transit Administration (FTA) grant for the specific purposes approved by the FTA is not an illegal expenditure of public funds, and
- 3. The Plaintiff, taking the facts asserted in the complaint as true, has failed to and cannot state a claim upon which relief can be granted, as a matter of law.

DEFENDANT'S MEMORANDUM IN SUPPORT OF THE MOTION TO DISMISS

I. Introduction

The Complaint should be dismissed with prejudice because the Plaintiff lacks standing to challenge the actions taken by PSTA based on the "Rickman Rule" and subsequent cases. Furthermore, PSTA is expending funds for the purposes specifically granted to them through a federal grant from the Federal Transit Administration and not for any other purpose. Finally, the Plaintiff has failed to state a cause of action as a matter of law PSTA may use public funds for the work being performed by Tucker Hall and Gray Robinson.

II. Argument

PSTA was created pursuant to a special act in 1982, Attachment #1 to the complaint, which established the governing board of directors of PSTA. The board is made up of nine elected city officials representing the municipalities served by PSTA, four members of the Board of County Commissioners, and two at large citizen members chosen by the St. Petersburg City Council and Pinellas County Commission, respectively. (Special Act, Attachment #1 to the complaint). On January 30, 2012, PSTA sent out an RFP to prepare education materials and branding to be used to educate the public on numerous transportation plans affecting PSTA. (Plaintiff's Complaint ¶ 3). After the close of the RFP, Tucker Hall Inc. was awarded the contract to complete the requested work. (Plaintiff's Complaint ¶ 4). This contract was paid using funds

provided through a grant from the Federal Transit Administration (FTA). (Plaintiff's Complaint ¶30). The Plaintiffs allege in the Complaint that this expenditure is illegal as public funds cannot be used to promote a position on an upcoming referendum. (Plaintiff's Complaint ¶6). However, as seen below, PSTA is not expending state public funds on the Tucker Hall contract, but rather federal grant money. (Plaintiff's Complaint ¶30). Additionally, there is no restriction under Florida Law which would prohibit PSTA from making this expenditure.

a. The Plaintiff lacks standing to bring a claim.

It is well established law in Florida that a taxpayer must show a special injury distinct from what the community as a whole has suffered, absent a constitutional challenge, in order to have standing to enjoin the government from spending public funds. *Rickman v. Whitehurst*, 74 So. 205, 207 (Fla. 1917). The Florida Supreme Court has ruled that "an illegal public action which raises taxpayers' obligations or wastes public money [does] not constitute a 'special injury'." *School Board of Volusia County v. Clayton*, 691 So.2d 1066, 1067 (Fla. 1997); quoting *North Broward Hospital District v. Fornes*, 476 So.2d 154 (Fla. 1985). Thus, a taxpayer must allege and prove either a "special injury" or present a constitutional challenge in order to have standing to sue a government challenging the manner in which the government has chosen to expend funds.

In the present case, the Plaintiff fails to allege either a special injury or raise a constitutional challenge to the actions taken by PSTA. The only injuries the Plaintiff

alleges as a result of PSTA's expenditure of funds challenged in the Complaint are injuries resulting from public funds being illegally expended by PSTA and an alleged "tainting of the electorate" as a result of advertising for PSTA. (Plaintiff's Complaint ¶ 34 and 36) These allegations do not allege a special injury distinct from the remainder of the community, as required by *Rickman*, and its progeny. Furthermore, the Plaintiff does not allege a constitutional challenge against the taxing or spending powers of PSTA. Rather the basis of the Complaint is that PSTA's special act limits the activities of PSTA and does not authorize the expenditures under the Tucker Hall and Gray Robinson contracts. Accordingly, the Plaintiff has not and can not plead a special injury and therefore lacks standing to bring this claim against PSTA. The Complaint should be dismissed with prejudice.

b. The use of a Federal Transit Administration Grant for the specific purposes approved by the FTA is not an illegal expenditure of public funds.

The funds being used by PSTA to pay Tucker Hall for the "Educational Messaging and Branding" project come from a federally approved grant by the Federal Transit Administration. The funds used on the project were not derived from the advalorem taxes collected by PSTA from citizens within its taxing district, including the Plaintiff. (Plaintiff's Complaint ¶30).

c. The Plaintiff failed to state a cause of action for which relief can be granted.

The special act that created PSTA gives it the "right and power to purchase, own, and/or operate transit facilities, to contract for transit services...to conduct studies and to contract with...private entities." Section 4(1), Chapter 00-424, Laws of Florida, as amended, Attachment 1 to the Complaint (hereinafter, the "Special Act"). It further grants PSTA the authority to exercise "all powers necessary, appurtenant, convenient, or incidental to the carrying out of the aforesaid purposes." Special Act, Section 4(2). It then specifically enumerates powers that are included in the broad grant of power in Section 4(2), without intending to limit PSTA's powers to those listed. Included in those specific powers are the powers "to make contracts of every name and nature and to execute all instruments necessary or convenient for the carrying on of its business" and "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority in order to carry out the powers granted to it by" the special act or by law. Special Act, Sections 4(2)(f) and (i). (Emphasis added).

Thus, the Special Act grants PSTA broad powers to conduct its business to further the purpose of PSTA, which is to operate transit facilities. This specifically includes the authority to enter into contracts with consultants, to perform studies, to contract with private entities, and to do all acts necessary for the general welfare of the authority. The legislative policy determinations by the PSTA Board of Directors to retain the services of Tucker Hall and Gray Robinson are certainly within these powers and were determined by the PSTA Board to be necessary for its general welfare. See

Para. 26 of the Complaint. It is neither for the Plaintiff nor this Court to substitute their policy determination for that of the PSTA Board of what is necessary for the general welfare of the authority.

In addition to the broad grant of authority given to the PSTA Board of Directors in the Special Act, which is sufficient itself to authorize the actions challenged by the Plaintiff, the Special Act expressly provides PSTA with the authority to contract for services of consultants for any purpose of the authority, including studies concerning the acquisition, extension, and <u>financing</u> of transit systems in the area. (Special Act Section 3(5) emphasis added). PSTA, consistent with this express grant of authority, has contracted with Tucker Hall to study existing transportation plans and develop a concise public presentation, including an explanation of the costs, benefits and financing strategies and develop strategies to lead to a successful 2013 referendum that would finance PSTA's operations. See Attachment 2 to the Complaint. Accordingly, the Plaintiff's Complaint fails to state a cause of action as a matter of law and should be dismissed with prejudice.

Furthermore, the Special Act gives PSTA the express power "[w]ithout limitation, to borrow money and accept gifts or grants or loans of money or other property and to enter into contracts, leases or other transactions with any federal agency..." See Section 4(2)(h), "Special Act – Pinellas Suncoast Transit Authority" attached hereto as Exhibit 3 to the Complaint. Here, the work being performed by

Tucker Hall is being performed and funded pursuant to a grant agreement with the FTA. See para. 30 of the Complaint. In entering a grant agreement with the FTA, PSTA properly exercised its expressly granted power to accept grants and to enter into contract or other transactions with any federal agency.

Florida Statutes do not prohibit PSTA from expending funds for the work performed by Tucker Hall. Section 106.113, Florida Statutes prohibits local government from expending public funds only for a political advertisement or on electioneering communications. Section 106.011(18) defines "electioneering communications" as communications advocating for or against a particular <u>candidate</u>. The expenditures by PSTA are not advocating for or against a particular candidate, but rather concern an issue referendum pertaining to the financing of PSTA. Further, the work of Tucker Hall does not involve any political advertisements falling within the statutory prohibition. Thus, this expenditure is not prohibited by statute.

The United States District Court for the Northern District of Florida determined that speech relating to ballot issues enjoys more protection than speech relating to a particular candidate. *Broward Coalition of Condominiums v. Browning*, 2009 WL 1257972, Case No. 4:08cv445-SPM/WCS (N.D. Fla. May 22, 2009). In *Browning*, the court ruled that the then existing statutory definition of "electioneering communications", which included ballot issues and referenda, was too broad, and that the statutes defining and applying this definition to referenda were unconstitutional on their face. *Id.*

Chapter 106, Fla. Stats. was amended after *Broward*. Chapter 106 now permits the expenditure of public funds on referenda campaigns except where the expenditure is for a political advertisement, as defined in Section 106.113. The work being performed by Tucker Hall under its agreement with PSTA does not constitute a political advertisement under Section 106.113.

The Florida Supreme Court has held that a rule prohibiting local governmental agencies or officials from using their position in government to express an opinion about the best interests of the community would "render government feckless." *People Against Tax Revenue Mismanagement v. County of Leon*, 583 So.2d 1373, 1375 (Fla. 1991). The court further went on to hold that

"local governments are not bound to keep silent in the face of a controversial vote that will have profound consequences for the community. Leaders have both a duty and a right to say which course of action they think best, and to make fair use of their offices for this purpose. The people elect governmental leaders precisely for this purpose." *Id.*

As expressed in the RFP, Attachment #2 to the complaint, the issues faced not only by PSTA, but by the Tampa Bay community as a whole are critical issues facing Pinellas County and the region. Thus, PSTA is not bound to keep silent in the face of the need to educate the community about the transit plans and studies ahead of the

planned referendum that will have "profound consequences" for the community. *Id.*The actions taken by PSTA to educate the community are both the "right and duty" of the PSTA Board of Directors in order to communicate to the public what these elected officials believe is the best course of action for the community.

In support of his claim, the Plaintiff relies almost exclusively on opinions of the Florida Attorney General. These opinions are not specific to PSTA, do not interpret PSTA's enabling legislation, and do not address the law set forth above. Moreover, while these opinions may give some guidance as to the state of Florida law, they are not binding on the courts, and are not themselves law. The Attorney General issues these opinions with the caveat that they are advisory in nature and should not be used in place of the advice of legal counsel, or the law itself. Here, the laws applicable to PSTA authorize the expenditures challenged by the Plaintiff, and those laws are not the subject of any of the Attorney General opinions cited by the Plaintiff.

PSTA is authorized to expend funds to educate the community and for lobbying. Therefore, the Plaintiff's Complaint fails to state a cause of action as a matter of law and should be dismissed with prejudice.

III. Conclusion

PSTA respectfully moves this court to dismiss with prejudice the claims set forth by the Plaintiff's COMPLAINT AND MOTION FOR PRELIMINARY INJUNCTION on the basis that the Plaintiff lacks standing to challenge the actions taken by PSTA, and further that no cause of action has been or could be alleged in the Complaint which would allow for relief to be granted to the Plaintiff, as a matter of law.

ALAN S. ZIMMET, B.C.S. FBN#349615/SPN #339044 NICOLE C. NATE, ESQ.

FBN #0077551

BRYANT MILLER OLIVE P.A.

One Tampa City Center 201 N. Franklin Blvd., Suite 2700 Tampa, FL 33602 (813) 273-6677; (813) 223-275 Fax azimmet@bmolaw.com nnate@bmolaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via U.S. Mail to Thomas Rask, *pro se*, 13565 Heritage Drive, Seminole, Florida 33776 on this 13th day of March, 2013.

ALAN S. ZIMMET, B.C.S.

INFORMATION ITEMS



7A: Draft Fiscal Year 2017 Budget

FINANCIALLY SUSTAINABLE

Action: Information Item

Staff Resource: Debbie Leous, CFO

Michael Hanson, Director of Finance



Fiscal Year (FY) 2017 Budget:

- A first draft summary of the FY 2017 PSTA Operating Budget presentation reflects PSTA's mission and Strategic Path Forward plan.
- The focus will now be on a review of the draft budget over the summer months, in order to present a final draft budget to the PSTA Board at the August 24, 2016 PSTA meeting.

PSTA Budget Highlights

Fiscal Year 2016

- The current FY 2016 budget assumes a transfer to reserves of \$2,628,466. The forecast indicates that PSTA will be able to make this transfer plus an estimated additional \$767,921 for a total increase to reserves of \$3,965,500.
- The FY 2016 total revenue forecast is less than 2.7% variance to budget.
 - o Passenger Fares revenue is forecasted to be under budget \$2,061,870 or 14% due to the increased number of Transit Disadvantaged (TD) riders, declining ridership due to lower fuel costs and improved economy.
 - o Auxiliary revenue is forecasted to be on budget at \$519,750.
 - o Non-Transportation revenue is forecasted to be \$293,665 or 70% over budget primarily due to increased investment interest income.
 - All other revenue sources were within 5% of budget.

Fiscal Year 2017

The key highlights of the FY 2017 budget include:

- Passenger fare revenues will essentially remain flat to the forecast for FY 2016.
- With rising property values alone, the Ad Valorem tax is increasing \$2,897,740 or 7.7%

- Salaries are increasing \$2,166450 or 7.6%
 - o Union Step Increases are equal to a 1.1% increase
 - o Budget includes \$500 merit bonuses for Union employees
 - 3% Merit bases increases for Administrative Staff
 - Two new positions including a Multi-Media Coordinator and a Communications Specialist will support our Path Forward Focus on Community Outreach
- Fringe Benefits are increasing \$1,265,069 primarily due to an anticipated 7% increase in health insurance costs, which is shared with the employees.
- Services are increasing \$289,635 or 8.0% primarily due to increased computer software maintenance services.
- Repair parts are increasing \$500,000 to assist in extending the useful life of our fleet to 15 years.
- Diesel Fuel is budgeted at \$1.75/gallon, increasing costs \$495,025.
- Net Insurance Expense is increasing \$793,770 or 100.6% due to a significant \$500,000 workers' compensation recovery in FY 2016 and anticipated decreased recoveries from our insurance carriers in FY 2017 due to decreased qualifying claims
- Purchased Transportation DART costs are budgeted to increase by 10% as the services are being procured and the increase or decrease is not yet known. The solicitation is anticipated to go to the Board this summer.
- Purchased Transportation Trolleys costs are increasing \$173,925 due to funding partner service costs for the Jolley Trolley Beach Route passing through PSTA.
- Employee Training is increasing \$39,930 as we invest in our employees through new programs such as PSTA University and Leadership PSTA.

Attachments:

1. PowerPoint



FY2017 PSTA Operating Budget

PSTA Board Meeting June 22, 2016

Pinellas Suncoast Transit Authority
St. Petersburg, Florida



Outline

- FY2016 Projections Path Forward Objectives Accomplished.
- FY2017 Initiatives based on Path Forward/Benchmarking
- Ad Valorem Tax Rate Use Increase Service



FY 2016 Forecast Summary

No.	Line Item	FY 2016 Projected Over / Under
1	Revenues (Under)	(\$1,760,582)
2	Expenses (Under)	\$2,528,503
3	Total FY 2016 Projected Surplus	\$767,921
4	Surplus Transferred to Reserves	\$767,921
5	Budgeted Transfer to Reserves	\$2,628,446
6	Total Transfer to Reserves	\$3,396,367

FY 2016 Will Be PSTA's 5th Straight Year of Substantial Savings



Path Forward Initiatives

 PSTA must be <u>both</u> the most environmentally sustainable as well as financially sustainable.

May 2015 Path Forward Strategic Plan Goals		Success
Customer Satisfaction Surveys	USTOMER	
Strategic Marketing Plan	USTOMER	
Expand Bus Cleaning Staff	USTOMER	
Staff Training & Development	USTOMER	
Board Governance Training	VERNANCE	
Develop Succession Plan	NERNANCE	
Hire a Federal Affairs Team	CAPITAL	
Continue Principals of Community Bus Plan	SERVICE	
Redirect Resources from Low Performing Routes to High Performing Routes	P SERVICE	
Identify Cost Savings to Reduce Expenditures below FY2015 Budget Levels	INANCIALLY USTAINABLE	

Board Meeting 6-22-16



Path Forward Focus Area: Outreach

- New Employees:
 - Planning:CommunityOutreach
 - Marketing: MediaCoordinator



Reduced Funding for Schedule Printing Allows for:

- Improved website
- Marketing Campaigns for Specific Routes
- More targeted branding/community outreach



FY2017 – Draft Budget

Initiatives Based on Benchmarking Data:

ABBG

PSTA Strengths

- -Cost Efficiency
- -Cost Effectiveness
- -Labor Productivity
- -Fare Revenue Per Mile

PSTA Focus Areas

- -Employee Training
- -Capital Investment
- -Service Frequency

FY2017 Recommended Budget Addresses Focus Areas & Capitalizes on Strengths



Focus Area: Employee Training

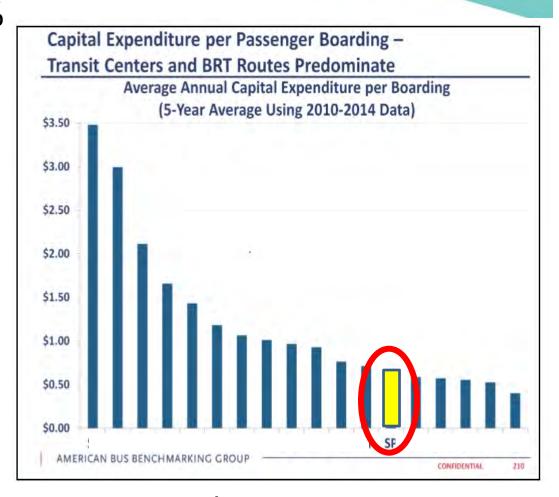
- \$200,000 dedicated to Employee
 Training representing an increase of 26% over last fiscal year
- New Exciting Programs:
 - PSTA University
 - Leadership PSTA
- Ranked 17th (of 19) in Benchmarking
 Group for Training Hours Per Employee
- Significant Investment in Maintenance Training Past 2 Years





Focus Area: Capital Investment

- New Investment: 10%
 Increase in Bus &
 Facility Maintenance
 Investment
 - Better TransferCenter Upkeep
 - Older Buses/15-Year Cycle/HybridBatteries



 HART investing \$10M in FY2017 Budget in Non-Vehicle Capital due to Outside STP & County funding.



Focus Area: Service Frequency

- Community Bus
 Plan: Frequency &
 Span drives
 Ridership.
- Ranked 13th (of 19) in Percent of Seats Filled
- Sustainable Capital Plan Allows Ad Valorum Rate Adjustment for Increased Service.





FY 2017 Budget Summary

Source:	FY 2016 Adopted Budget	FY 2016 Forecast	FY 2017 Proposed Budget
Revenues	\$67,875,291	\$66,114,709	\$69,478,902
Expenses	\$65,246,845	\$62,718,342	\$69,400,407
Surplus/ (Deficit)	\$2,628,446	\$3,396,367	\$78,495

FY2017 Budget Without Ad Valorem Adjustment Balanced. Adjustment can provide Increased Service.



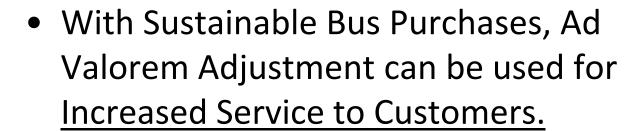
FY 16 Forecast to FY 17 Budget Expense Key Variances

- Wages & Benefits +\$3.5 Million
- Insurance (decreased recoveries) +\$.8 Million
- Diesel Fuel (to \$1.75 per gallon) +\$.5 Million
- Supplies Increased (bus parts) +\$.5 Million
- DART (new contract) +\$.6 Million
- Other Misc. Combined +\$.8 Million



Summary

- FY2017 Budget Looks Strong
- Targeted Cost Reduction & Investment based on:
 - Path Forward Strategic Plan
 - Focus Areas Identified from Benchmarking.



REPORTS/CORRESPONDENCE



8A: PSTA Performance/Updates for the Month of May





Action: Information Item

Staff Resource: Brad Miller, CEO

Total Ridership*		
DOWN	DOWN	
12.1%	9.7%	
Monthly Compared to	Year-to-Date	
Last Year		

^{*} a detailed report is attached

Contract Awards between \$25,000 - \$100,000				
Vendor	Amount	Description		
None				
Total:				

Transportation Disadvantaged (TD)	5/2015	YTD
Number of Telephone Inquiries	1,052	8,963
Number of Applications Mailed	64	439
Number of TD Discounted Bus Passes	5,271	44,886

Customer Service	5/2015	YTD
Number of Real Time Text Messages Sent to Riders	220,540	1,694,733
Number of Times Voice System Provided Info to Riders	143,282	1,071,452
Number of Times was Visited	69,858	546,413
Number of InfoLine Calls	39,413	298,436
Average Call Length-Minutes. Seconds	1.55	7.63
Average Hold Time-Minutes. Seconds	1.08	5.69

PSTA.net	5/2015	YTD
Number of Website Visits Per Day	4,457	4,878
Number of Users	47,736	309,171
Total Pages Viewed	246,940	2,134,824
Percent of First Time Visitors	26%	25%
Number of Online Bus Pass Orders	539	4106

Social Media Statistics (by the end of the month)	5/2015
Number of Twitter Followers	2,171
Number of Facebook Fans	9,007
Number of LinkedIn Followers (Company Page)	731
Number of People Belonging to PSTA's LinkedIn Group	Not In Use
Number of Times Blog Pages were Viewed	624

Attachments:

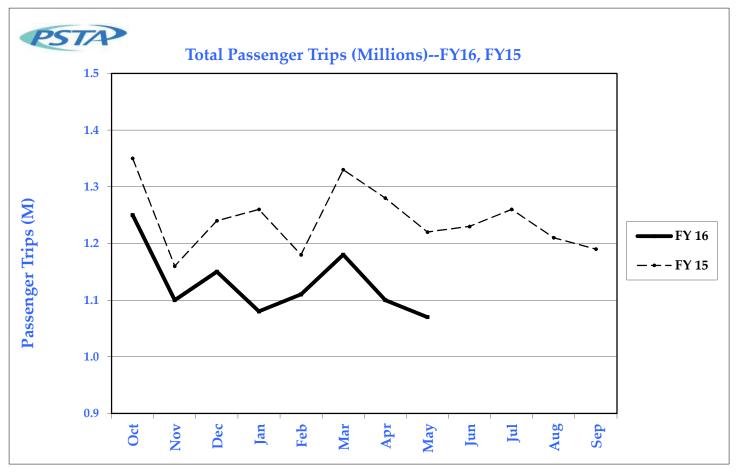
- 1. Operating Statistics
- 2. Performance Graphs

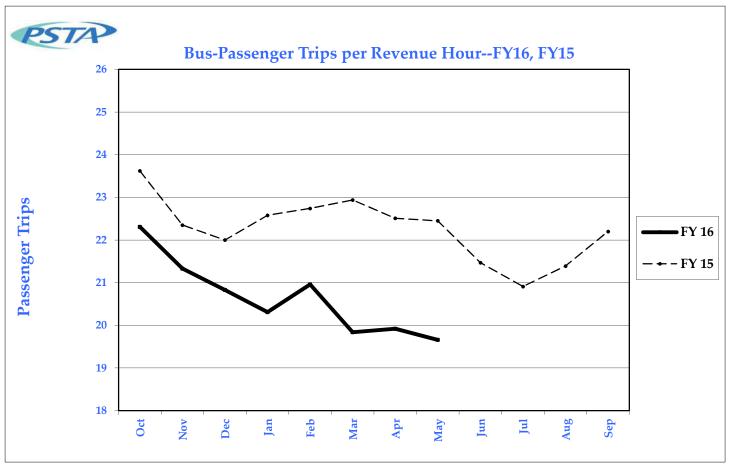


OPERATING STATISTICS Board Report MAY 2016

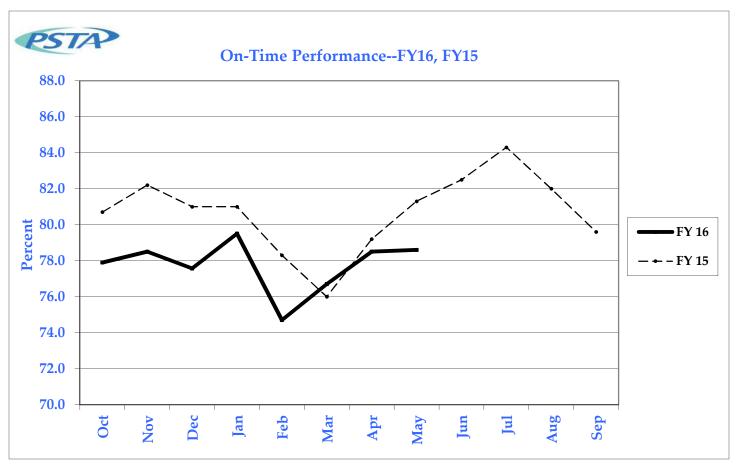
CURRENT MONTH		I		FISCAL YEAR-TO-DATE		
THIS MONTH	THIS MONTH LAST YEAR	% CHANGE	RIDERSHIP STATISTICS	THIS YEAR	PRIOR YEAR	% CHANGE
965,829	1,096,335	-11.9%	Total Bus Revenue Passenger Trips (1)	8,142,245	8,931,781	-8.8%
32,267	38,738	-16.7%	Other Bus Passenger Trips (includes East Lake) (2)	284,317	355,055	-19.9%
3,784	4,201	-9.9%	Looper Trolley Passenger Trips (3)	35,011	38,802	-9.8%
41,834	50,748	-17.6%	Jolley Trolley Passenger Trips (4)	375,980	478,425	-21.4%
1,043,714	1,190,022	-12.3%	Total Fixed Route Passenger Trips (1-4)	8,837,553	9,804,063	-9.9%
22,484	23,438	-4.1%	DART Client Trips (5)	178,864	183,602	-2.6%
361	364	-0.8%	DART TD Trips (6)	2,738	3,192	-14.2%
3,076	3,263	-5.7%	DART PCA Trips (7)	24,382	25,545	-4.6%
25,921	27,065	-4.2%	Total DART Passenger Trips (5-7)	205,984	212,339	-3.0%
1,069,635	1,217,087	-12.1%	Total Passenger Trips (1-7)	9,043,537	10,016,402	-9.7%
5,152	6,058	-15.0%	Wheelchairs	44,169	45,534	-3.0%
32,950	35,938	-8.3%	Bikes on Buses	261,316	278,864	-6.3%
40,262	46,644	-13.7%	Average Weekday Passenger Trips			
26,696	30,630	-12.8%	Average Saturday Passenger Trips			
14,263	16,659	-14.4%	Average Sunday Passenger Trips			
			OPERATING STATISTICS			
604	607	-0.5%	Employees-Budgeted-Full-Time			
732,578	724,113	1.2%	Total Revenue Miles	5,847,966	5,866,600	-0.3%
50,771	50,551	0.4%	Total Revenue Hours	408,190	409,917	-0.4%
78.6	81.3	-3.4%	On-Time Performance	77.7	79.9	-2.7%
28.6	18.0		Complaints/100,000 Passenger Trips-PSTA Bus	24.4	20.4	19.8%
158.2	N/A	N/A	Complaints/100,000 Passenger Trips-DART (less EL)	157.8	N/A	N/A
4.42	3.85	14.8%	AccidentsTotal-Per 100,000 Miles	4.63	4.10	12.8%
1.31	0.84	56.4%	AccidentsPreventable-Per 100,000 Miles	1.01	0.97	4.6%
9,968	6,440	54.8%	Miles Per Roadcall	11,299	9,342	20.9%
10,465	10,494	-0.3%	Miles Per Service Interruption	9,812	11,369	-13.7%
1.36	1.57	-13.2%	Bus-Total Passenger Trips / Revenue Mile	1.44	1.58	-8.8%
19.66	22.45	-12.4%	Bus-Total Passenger Trips / Revenue Hour	20.64	22.65	-8.9%

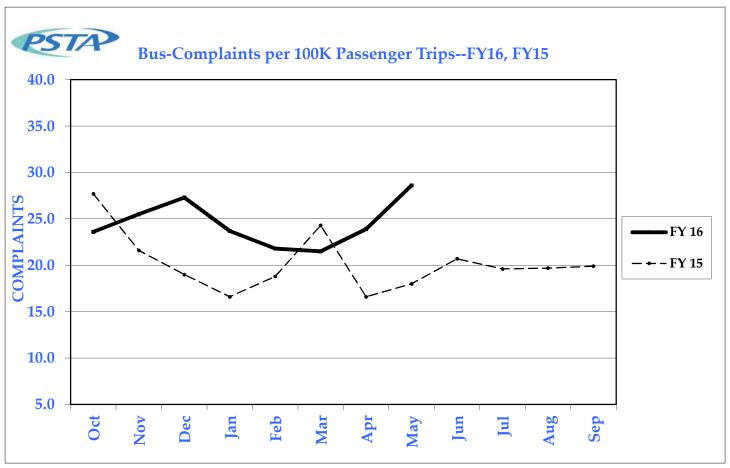
PSTA Performance Measures





PSTA Performance Measures





FUTURE MEETING SUBJECTS



PSTA BOARD MEETINGS					
July 27, 2016					
Action Items Information Items					
• Tentative Millage Rate	•				
• FDOT Grants					
Health Insurance					
• TDP Progress Report					
 Paratransit Services 					
• Filters					
 Bus Towing Services 					
• Trolley Agreements					
 Printing Services 					
• TD Rides Contract with					
Uber/Taxis					
	t 24, 2016				
Action Items	Information Items				
 Environmental Services 	•				
• Paratransit In-Person					
Assessment					
September 15	5, 2016 – 6:00 PM				
Action Items	Information Items				
Budget Public Hearing	•				
-					
September 28	September 28, 2016 – 6:00 PM				
Action Items	Information Items				
Budget Public Hearing	•				
Banking Services					
HVAC Replacement					
1					

KEY MEETINGS/DATES

Legislative Committee

• August 3, 2016 – PSTA

Forward Pinellas (MPO) Meeting

• July 13, 2016; 1:00 PM – Clearwater MPO Offices

Executive Committee

• *July 11, 2016; 11:00 AM – PSTA*

TRAC

• *July 19, 2016; 4:00 PM – PSTA*

Finance & Performance Mgmt. Committee

• July 20, 2016; 9:00 AM – PSTA

Planning Committee

• *July 20, 2016; 10:30 AM – PSTA*

TBARTA Board Meeting

• August 26, 2016; 9:30 AM – FDOT, Tampa

Board/MPO/PPC Workshop

• *July 29, 2016; 9:00 AM – PSTA*

PSTA/HART Executive Committee

• July/Aug, 2016; TBD