



FINANCE & PERFORMANCE MANAGEMENT
COMMITTEE MEETING
AGENDA – JUNE 17, 2015; 9:00 AM
PSTA AUDITORIUM

			<u>TIME</u>	<u>PAGE</u>
1.	CALL TO ORDER		9:00	
2.	PUBLIC COMMENT		9:00	
3.	ACTION ITEMS		9:05	
	A. May 20, 2015 Meeting Minutes	5 min	CHAIR BARKLEY	2
	B. Federal Lobbyist	20 min	BRAD MILLER	8
4.	INFORMATION ITEMS		9:30	
	A. Potential Grant Opportunities	10 min	DEBBIE LEOUS/CASSANDRA BORCHERS	44
5.	REPORTS		9:40	
	A. Monthly Financial Statement	10 min	DEBBIE LEOUS	46
	B. Ridership/Performance	10 min	BRAD MILLER	52
	C. Capital Projects Update	10 min	BRAD MILLER	53
6.	FUTURE MEETING SUBJECTS		10:10	
	• Triennial Review			
	• Bus Advertising Contract			
	• Bus Advertising Policy			
	• MPO Section 5305 Funding			
	• WiFi Upgrade			
	• PSTA Auditors			
	• Trolley Agreements			
	• FDOT Grant Approvals			
7.	OTHER BUSINESS		10:15	
8.	ADJOURNMENT		10:15	

THE NEXT MEETING IS JULY 15, 2015 AT 9:00 AM



ACTION ITEM

3A: May 20, 2015 Meeting Minutes

Action: Approve Meeting Minutes

Staff Resource: Clarissa Keresztes, Administrative Assistant

**FINANCE & PERFORMANCE
MANAGEMENT**

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- Staff recommends approval of the minutes of the May Finance & Performance Management Committee meeting.
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Attachments:

1. Minutes



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**FINANCE & PERFORMANCE MANAGEMENT
 COMMITTEE MEETING
 MINUTES – MAY 20, 2015**

The Finance & Performance Management 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 April 15, 2015 meeting minutes, recommend approval of the settlement with Marcia and Robin Oder, the bus tire lease, the bus advertising contract/policy, and the financial policies update. The following members were present:

Joe Barkley, Committee Chair
 Brian Scott, Committee Vice-Chair
 Mark Deighton
 Dave Eggers
 Bill Jonson

Absent

Curtis Holmes (Alternate)

Also Present:

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

CALL TO ORDER

Committee Vice-Chair Scott opened the meeting at 9:02 AM.

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS

Approval of Minutes – Mr. Deighton made a motion, seconded by Mr. Eggers to approve the April 15, 2015 minutes. There were no public comments. Motion passed unanimously.

Settlement with Marcia & Robin Oder – Diane Randall, Risk Management Supervisor, explained that Mrs. Oder sustained injuries from an incident on February 12, 2015 and staff is requesting settlement authority of \$200,000 for Mrs. Oder and \$100,000 for Mr. Oder. Ms. Randall stated that settlement approval has already been obtained from PSTA's excess carrier and now requires Board approval to proceed, adding that \$200,000 will be reimbursed by PSTA's excess carrier. Mr. Jonson made a motion, seconded by Mr. Deighton to recommend approval of settlement authority of \$300,000. There were no public comments. Motion passed unanimously.

Bus Tire Lease – Louemma Cromity, Director of Procurement, explained that it has been PSTA's practice to lease tires, and based on a recent cost analysis, continuing to lease versus purchasing would result in a significant savings. She said in February 2015, an Invitation for Bid (IFB) was issued soliciting competitive bids with two vendors responding – Goodyear Tire & Rubber Company (incumbent), and Michelin North America, Inc. Ms. Cromity reported that after staff evaluation, it was determined that Michelin North America was the lowest bidder over the maximum five-year life of the contract. She also presented the pros and cons of leasing versus purchasing and reported that leasing tires represents a \$177,250 yearly cost. Ms. Cromity said that staff is recommending approval of a three-year contract with two one-year renewals with Michelin North America for an amount not to exceed \$2,200,000 over the maximum five-year period.

Committee Vice-Chair Scott commented that historically, PSTA has been with Goodyear and the difference in cost between Goodyear and Michelin was comparatively small. Ms. Cromity explained that an Invitation for Bid (IFB) was issued and that document controls the award. She said when a vendor meets all the criteria of the bid, the lowest most responsive bidder receives the award.

[Committee Chair Barkley entered the meeting at 9:09 AM.]

Henry Lukasik, Director of Maintenance, added that currently PSTA's 2014 buses have Michelin tires. He explained that as part of the lease agreement, the agency will also receive some new equipment which will help with tire maintenance.

Mr. Scott made a motion, seconded by Mr. Deighton to recommend approval of a three-year contract with two one-year renewals with Michelin North America for an amount not

to exceed \$2.2 million over the maximum five-year period. There were no public comments. Motion passed unanimously.

Bus Advertising Contract/Policy

A. Bus Advertising Contract - Cyndi Raskin-Schmitt, Director of Communications, explained that PSTA's bus advertising was handled by an outside firm until 2000 when it was brought in-house to be run by the Marketing staff. She reported that staff believes that outsourcing the advertising program has the potential to significantly increase the bus advertising revenues. She said that a Request for Proposal (RFP) was issued with three responders: 1) Advertising Vehicles, Inc., 2) Direct Media, USA, and 3) Signal Outdoor Advertising, LLC. Ms. Raskin-Schmitt indicated that after the Selection Committee review and in-person presentations by the firms, Advertising Vehicles was selected as the highest-ranked supplier. She noted that Advertising Vehicles agreed to a minimum guarantee for the first year of \$325,000 and PSTA will receive 58% of revenues for sales exceeding the minimum guarantee. She said staff is recommending approval of a three-year transit advertising services contract with Advertising Vehicles, Inc. with the option to extend two one-year periods.

Mr. Deighton asked for clarification on the \$325,000 guaranteed amount. In response to Committee Chair Barkley's question on industry standards, Ms. Raskin-Schmitt replied that there are no standards, but staff believes that the \$325,000 is a very good number. She added that Hillsborough is receiving 60% after their guarantee. Mr. Scott made a motion, seconded by Mr. Deighton to recommend approval of the transit advertising services agreement with Advertising Vehicles, Inc. There were no public comments. Motion passed unanimously.

B. Repeal of Existing PSTA Advertising Policy – Ms. Raskin-Schmitt explained that PSTA's bus advertising program is currently governed by Board Resolution #99-01. She said a new Resolution #15-04 would repeal Resolution #99-01 and replace it with a new Bus Advertising Policy. She said the Bus Advertising Policy would be maintained by the Marketing Department and any future changes would be subject to Board review and approval. She indicated that staff is recommending approval of Resolution #15-04 to repeal Resolution #99-01.

C. Revised Bus Advertising Policy – Ms. Raskin-Schmitt explained that Resolution #99-01 restricts bus advertising to commercial messages and prohibits several categories of advertising including governmental entity advertising and alcoholic beverage advertising. She said that expanding permissible advertising content has the strong potential to increase advertising revenue. She indicated the proposed revisions to PSTA's Bus Advertising Policy would allow advertising by governmental entities and would also eliminate the prohibition against alcoholic beverage advertising.

Ms. Raskin-Schmitt said staff is recommending approval of the revised Bus Advertising Policy.

The Committee asked what the rationale was for only accepting advertising for products and services. In response, Mr. Zimmet stated that there were some litigations in the past that led to the current policy. In response to Mr. Jonson's question about ad revenue, Debbie Leous, Chief Financial Officer, responded that PSTA could generate an additional \$300,000. Ms. Raskin-Schmitt added that Hillsborough received \$200,000 in revenue last year from government ads and \$50,000 for alcohol ads. Mr. Jonson stated his opinion that he does not believe \$50,000 is worth it for the addition of alcohol advertisements. In response to Mr. Deighton's questions about control over advertising content, Ms. Raskin-Schmitt explained that the contractor would be responsible for applying PSTA's policy with the agency having final review. Mr. Jonson stated his concern that having advertising on the outside of the buses obscuring the PSTA brand. He also said he would prefer not to allow the alcohol advertising. Mr. Eggers asked if PSTA could make it a requirement to include "drink responsibly." Mr. Zimmet responded that the agency could add that requirement into the policy.

Mr. Deighton made a motion, seconded by Mr. Scott to recommend approval of Resolution #15-04 and the Bus Advertising Policy. Mr. Jonson made a second motion to amend the first motion, seconded by Mr. Scott to recommend approval of the Bus Advertising Policy, but excluding the alcohol advertising. Mr. Jonson's motion did not pass (2:3) with Mr. Eggers, Mr. Deighton, and Committee Chair Barkley dissenting. Mr. Deighton amended his first motion to include "drink responsibly" in the Bus Advertising Policy. There were no public comments. Motion passed unanimously.

Financial Policies Update – Ms. Leous reported that in 2014, the PSTA Financial Policies were amended to require an annual review and update that is being implemented for the first time. She indicated that staff is recommending approval of the changes to the Reserve and Investment Policies.

Mr. Deighton stated his concern about the 75% investment in the Florida Prime account and asked if that amount could be reduced to 30%.

[Mr. Eggers left the meeting at 10:00 AM and did not return.]

After a few clarifying questions from the Committee, Mr. Jonson made a motion, seconded by Mr. Deighton to recommend approval of the policy recommendations with the modification that the Florida Prime should not be more than 30%. There were no public comments. Motion passed unanimously.

REPORTS

The reports were included in the agenda packet, and because of time constraints, were not discussed in detail but questions from the Committee were answered.

Quarterly Investment Report – Included in the packet.

Monthly Financial Statement – Mr. Jonson questioned the miscellaneous expenses under budget by 73.3%. Ms. Leous explained that \$1 million was set aside in the budget for service enhancements, but staff decided not to proceed, resulting in a reduction in that line item.

Ridership/Performance – The report was handed out at the meeting. Mr. Miller reported that March and April were record ridership months.

FUTURE MEETING SUBJECTS

Mr. Deighton brought up his earlier question about other grant opportunities that PSTA could pursue, and asked if PSTA had a plan to obtain that type of funding. Mr. Miller responded that the agency has staff on board for grants, and suggested that a chart be produced listing all the potential grants that PSTA could pursue and the plan moving forward to obtain that type of funding. Ms. Leous added that the agency has been successful in the past month obtaining funds for customer service training and has submitted applications for Department of Homeland Security (DHS) grants. She said that the addition of a federal lobbyist will also help with federal funding opportunities.

OTHER BUSINESS

Committee Chair Barkley read the statute for the exemption for the executive closed door session for the Tampa Bay Area Transit Workers Union (TBATWU) negotiations.

EXECUTIVE CLOSED DOOR SESSION

ADJOURNMENT

The meeting was adjourned at 10:40 AM. The next meeting will be held June 17, 2015 at 9:00 AM.

ACTION ITEM



3B: Federal Lobbyist

Action: Recommend a Three-Year Contract, plus two Optional Years with Van Scoyoc Associates, Inc. to Provide PSTA Federal Lobbyist Consultant Services for a Total Five-Year Cost Not to Exceed \$420,000



Staff Resource: Lou Emma Cromity, Dir. of Procurement



Background:

- PSTA’s adopted Path Forward Strategic Plan calls for engaging a Federal Lobbyist for the first time to help secure limited federal grant resources and to preserve PSTA’s existing funding streams so a balanced funding program can be maintained. The Lobbyist shall provide effective representation regarding federal transportation initiatives before the United States Congress, the U.S. Senate, the United States Department of Transportation (USDOT), Federal Transit Administration (FTA), and related interest groups.
- PSTA’s Legislative Committee initiated the idea earlier this spring and a Request For Proposal (RFP) selection process was conducted.
- The Legislative Committee approved specific performance evaluation criteria for our Representatives, specifically to provide regular written updates and required documentation of ongoing meetings on behalf of PSTA.
- Procurement: 13 DC-based Lobbying firms responded with proposals to provide Federal Lobbyist Consultant Services. They are:

Akerman LLP	Akin Grump Strauss Hauer & Feld LLP
Alston & Bird LLP	Capitol Strategies
Becker & Poliakoff	CHCG
CHG & Associates/Spartan Solutions	Dean & Dean Consulting, LLC
FTI Consulting	McBee Strategic Consulting
Smith Dawson & Andrews	Squire Patton Boggs
Van Scoyoc Associates, Inc.	

- The Selection Committee evaluated each response and ranked the suppliers based upon set scoring criteria. The highest ranked supplier is being recommended for contract award.

Fiscal Impact:

- \$7,000 per month (includes all expenses).
- Not To Exceed \$420,000 (5-year contract).

Recommendation:

- PSTA staff recommends to the Board to award the contract for Federal Lobbyist Consultant Services to Van Scoyoc Associates, Inc.
 - Contract Term: Three years, with the option to extend for two additional one-year periods.
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Attachments:

1. Tabulation Sheet
2. Statement of Work
3. Contract

**RFP15-010P Federal Lobbyist Consultant Services
June 5, 2015**

AKERMAN LLP

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	80	24
Approach to Providing Services	40%	75	30
References	10%	100	10
DBE Participation	5%	0	0
Price	15%	25	4
TOTAL SCORE	100%		68

AKIN GRUMP STRAUSS HAUER & FELD LLP

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	87	26.1
Approach to Providing Services	40%	75	30
References	10%	100	10
DBE Participation	5%	0	0
Price	15%	25	4
TOTAL SCORE	100%		70

ALSTON & BIRD LLP

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	70	21
Approach to Providing Services	40%	55	22
References	10%	100	10
DBE Participation	5%	100	5
Price	15%	100	15
TOTAL SCORE	100%		73

BECKER & POLIAKOFF

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	55	16.5
Approach to Providing Services	40%	55	22
References	10%	100	10
DBE Participation	5%	0	0
Price	15%	100	15
TOTAL SCORE	100%		63.5

CAPITOL STRATEGIES

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	60	18
Approach to Providing Services	40%	75	30
References	10%	100	10
DBE Participation	5%	100	5
Price	15%	75	11
TOTAL SCORE	100%		74

CHG & ASSOCIATES/SPARTAN SOLUTIONS

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	70	21
Approach to Providing Services	40%	72	28.8
References	10%	100	10
DBE Participation	5%	0	0
Price	15%	75	11
TOTAL SCORE	100%		71

CHCG

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	Non-Responsive	Non-Responsive
Approach to Providing Services	40%		
References	10%		
DBE Participation	5%		
Price	15%		
TOTAL SCORE	100%		0

DEAN & DEAN CONSULTING, LLC

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	85	25.5
Approach to Providing Services	40%	75	30
References	10%	100	10
DBE Participation	5%	0	0
Price	15%	100	15
TOTAL SCORE	100%		81

FTI CONSULTING

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	40	12
Approach to Providing Services	40%	60	24
References	10%	100	10
DBE Participation	5%	0	0
Price	15%	0	0
TOTAL SCORE	100%		46

MCBEE STRATEGIC CONSULTING

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	80	24
Approach to Providing Services	40%	85	34
References	10%	100	10
DBE Participation	5%	0	0
Price	15%	0	0
TOTAL SCORE	100%		68

SMITH DAWSON & ANDREWS

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	60	18
Approach to Providing Services	40%	55	22
References	10%	100	10
DBE Participation	5%	0	0
Price	15%	100	15
TOTAL SCORE	100%		65

SQUIRE PATTON BOGGS

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	85	25.5
Approach to Providing Services	40%	80	32
References	10%	100	10
DBE Participation	5%	100	5
Price	15%	0	0
TOTAL SCORE	100%		72.5

VAN SCOYOC ASSOCIATES

SCORING CRITERIA	WEIGHTED PERCENTAGES	POINTS AWARDED 0 TO 100	TOTAL SCORE
Proposer's Experience, Qualifications, Resources of Proposer, and Staff Assigned to PSTA	30%	95	28.5
Approach to Providing Services	40%	90	36
References	10%	100	10
DBE Participation	5%	100	5
Price	15%	100	15
TOTAL SCORE	100%		94.5

RFP#15-010P Federal Lobbyist Consultant Services

1.3 SCOPE OF SERVICES

STATEMENT OF WORK

The Pinellas Suncoast Transit Authority (PSTA) desires to engage a Consultant to provide Federal Lobbying Consultant Services.

The Consultant shall provide services of a Federal legislative advocate that will provide PSTA with effective representation regarding federal transportation initiatives before the United States Congress, the U.S. Senate, and the United States Department of Transportation (USDOT), Federal Transit Administration (FTA), and related interest groups. The priorities for a Consultant in this regard are as follows:

1. Advocate on behalf of PSTA's interests on funding for PSTA specific projects or priorities.
2. Advocate on behalf of PSTA's interest in increasing federal funding for public transportation in general so that it benefits PSTA specifically.
3. Advocate on behalf of PSTA's interests related to specific federal transportation related policy issues as directed by PSTA staff.
4. Maintain a significant presence in Washington D.C. such that PSTA's interests can be represented before Washington D.C. based federal officials on an immediate basis.
5. Maintain the ability to provide in-person representation or updates in Pinellas County to the PSTA Board or at regional meetings in the Tampa Bay area with reasonable advance notice.
6. Provide timely information to PSTA Board Legislative Committee and staff on major federal actions and events including written monthly reports and regular communication with PSTA CEO or designee.

PSTA has historically been proactive in monitoring, taking positions on, and lobbying for both state and federal Legislation which impact PSTA, its operations, and riders. PSTA participates in the American Public Transportation Association (APTA) which represents the country's public transportation industry before Congress as well as regional organizations that have an influence in local, state and federal affairs. From time to time, PSTA has worked with Transportation4America, Smart Growth America, and NAPTA, etc. It is anticipated that the Consultant will coordinate their efforts with PSTA-related activities or advocacy by APTA or other transportation organizations in Washington D.C.

The successful Consultant will always keep PSTA abreast of Federal legislation through analysis and recommendations for advocacy; assisting in the development, proposal and sponsorship of Federal bills/amendments needed to further PSTA's goals and priorities; working with Federal legislative staff and members to advocate passage of said bills and/or amendments to bills; coordinating and facilitating meetings with appropriate federal agencies, legislative staff and elected officials to communicate PSTA's interests, concerns, needs, etc.

All Governmental Relations work shall be carried out in accordance with policies and goals set by the PSTA. The PSTA CEO or his/her designee shall communicate PSTA's priorities and positions to the Consultant and will also independently monitor legislative proposals and circulate those to pertinent PSTA Board Committees and staff for review and comment.

PSTA desires to engage a Consultant to analyze federal legislation, policies and regulations affecting PSTA and to develop strategies for advancing actions at the federal level that are beneficial to PSTA and its programs. Services are being requested of a Federal Legislative advocate to provide PSTA with effective representation regarding federal transportation initiatives before Congress, the Department of Transportation (DOT) and related interest groups. The professional services shall include, but not be limited to the following:

Typical Duties (not exhaustive):

Federal Lobbying Services – General Requirements

The general scope of work consists of the Consultant performing all of the following services:

1. Maintain knowledge of issues concerning PSTA, capital and operating needs and be prepared to offer advice and advocacy support.
2. Review and analyze, on a continuing basis, all existing and proposed Federal policies, programs and regulations that may impact PSTA. Provide prompt notification to PSTA of the issue and specific impact.
3. On issues where State and Federal Policy overlap, coordinate and collaborate with PSTA's contracted State lobbyist as necessary.
4. Advise PSTA about funding opportunities to help delivery PSTA's programs and high priority projects.
5. Examine the authorizing process to create and expand funding opportunities for PSTA.
6. Work with PSTA to build upon existing relations within the Federal agencies and to provide input on upcoming grant opportunities and new policy initiatives.
7. Assist in the development for advancing actions at the Federal level that are beneficial to PSTA, including drafting legislation, and sponsorship of Federal bills/amendments needed to further PSTA's goals and priorities.
8. Coordinate with other lobbyists or lobbying efforts in the Tampa Bay Region on issues of collective interest.

Lobbying and Legislative Representation Activities

The Consultant will be responsible for managing the following activities:

1. Develop strong relationships with all parties. Funding agencies and regulatory agencies whose activities could impact PSTA.
2. Assist PSTA in developing and approving annual and long-term federal legislative priorities. Assist PSTA in developing specific legislative strategies pertaining to individual member of Congress, specific bills, or Executive Branch actions.
3. Advocate PSTA's positions and priorities to the US Congress and Executive Branch officials.
4. Provide technical, political, and logistical support for PSTA Board Members and other officials to meet with appropriate stakeholders, federal officials, and legislators. This includes making recommendations and organizing the meetings both in Washington D.C. and in Pinellas County.
5. Solicit input from representatives on issues concerning PSTA and report it to the PSTA Board Legislative Committee and staff as appropriate.
6. Identify and evaluate the potential impact of proposed legislation, policies, and regulations on PSTA, while providing recommendations for advocacy. Provide more detailed advice, analysis, and research related to issues of particular importance to PSTA, and suggesting strategies for responding or reacting to threats, challenges, or opportunities in the legislative or regulatory realm.
7. Attend (in-person) to the PSTA Board Legislative Committee to update Board Members on federal issues that are affecting PSTA and the status of funding opportunities a minimum of two times per year.
8. On an annual basis a formal account stewardship review with the Chief Executive Officer, Chief Financial Officer, Chief Development Officer, Manager of Grants and other appropriate PSTA staff will be held. This review will evaluate the activities of the federal government relations firm in the prior year and outline a federal legislative and government relations work plan for the coming year.
9. Testify before legislative committees and/or regulatory bodies on behalf of PSTA. Provide periodic timely written update, during the Federal legislative session on current trends and issues, including budget status for the Board Legislative Committee summarizing major Legislative actions and events occurring during the previous month. Provide other written status reports to PSTA on key federal transportation issues and legislation, as appropriate.
10. Provide assistance in preparing briefing information, notes, testimony, letters, or legislation, as needed, in addition to Analyzing relevant Federal proposals, writing articles for publication, and updates for dissemination to PSTA. Assist in the development for advancing actions at the Federal level that are beneficial to PSTA such as developing and managing strategies to achieve

passage of legislation, and sponsorship of Federal bills/amendments needed to further PSTA's goals and priorities.

11. Coordinate with PSTA related activities or advocacy positions of the American Public Transportation Association (APTA) and its meetings.
12. During the term of the agreement, maintain a significant presence in Washington, D.C. such that federal officials based there can be contacted on short notice.
13. Related responsibilities as needed.
14. Communicate regularly and directly with elected representatives of the House of Representatives, the Senate, Congressional committees and their respective staff members, as well as with staff members of the various agencies within the Department of Transportation (DOT) and other federal agencies with transportation-related programs, regarding issues pertinent to PSTA.

Communications

The Consultant will be responsible for managing the following activities:

1. On a weekly and real time basis throughout the year, provide written updates that inform PSTA of developments coming from the Federal Government that impact PSTA.
2. Act quickly on PSTA's behalf regarding developments in Washington, D.C. with impact on funding and policy matters.
3. Provide legislative and policy research on legislative proposals and Executive agency regulations/issues.
4. Work with PSTA to prepare written communications that advance PSTA's position on Federal legislative, policy, and intergovernmental issues.
5. File memoranda in support of or in opposition to federal government actions; and attend and report on relevant committee hearings.
6. Work with PSTA to build and communicate local grass roots support for each project to demonstrate local needs and benefits.
7. Monitor and advise PSTA of any Federal ballot measures or referenda that would affect PSTA and provide recommendations.
8. Monitor legislative or executive initiatives which may affect PSTA or its revenues, expenses, authority, status, or other goals, objectives or policies, and communicating such initiatives to PSTA promptly.

Annual Performance Evaluation Requirements

Each year PSTA Legislative Committee will provide a written performance evaluation of the selected Consultant. The annual evaluation will be based on the firm's ability to meet the performance criteria listed below.

If the successful Consultant is determined to not be performing satisfactorily PSTA reserves the right to terminate the relationship in accordance with the termination provisions within this contract, giving the required written notification to the Consultant.

Performance Criteria:

1. Annual Submission of Suggested Legislative Strategy – The Consultant will provide a proposed written legislative strategy for PSTA to consider and approve prior to the end of the calendar year. The strategy should be based on pending legislative actions, trends, and political activities, etc. The strategy will incorporate PSTA's Federal legislative priorities which the Consultant will assist in developing. The strategy shall have specific objectives for key meetings to arrange, activities to monitor, and other actions that will occur over the coming year.
2. Monthly Written Reports – The Consultant must provide monthly written summaries of all activities performed in support of the PSTA representation.
3. A minimum of two (2) Annual Updates at PSTA in Pinellas County and three (3) monthly PSTA Related meetings. – The Consultant's principal representative to PSTA will be required to make a minimum of two annual visits to PSTA to present federal legislative activities in person to the PSTA Board or Committees. In addition, the Consultant must document at least 3 meetings each month that Congress is in session related to its representation of PSTA with federal elected officials, their staffs, executive branch staff, or other related officials.
4. Successful organization and attendance of all PSTA related meetings in Washington DC by individual or multiple PSTA Board members or staff. Provided there is appropriate advanced notice, the successful Consultant will be expected to organize and support in-person, legislative visits in Washington D.C. between Congressional members, staffs, executive branch members and PSTA Board and staff officials.

Qualification of Experience

To be considered qualified, the Consultant must demonstrate, in its proposal, that it has the background, experience, and the technical and management resources required to organize and conduct the services outlined in this RFP. The Consultant shall furnish information documenting its ability to provide and perform all work related to its implementation and ongoing effectiveness of the services, in a timetable acceptable by PSTA. PSTA reserves the right to investigate the qualifications of firms under consideration to confirm any part of the information furnished by the Consultant. Anything less than satisfactory performance on a prior PSTA contract may lead to PSTA concluding that the Consultant is not qualified.

Experience and Expertise. The Consultant submitting a proposal must show that it has experience and expertise in the following areas:

- Federal legislative processes.
- Federal budget and appropriations processes.
- Lobbying at the Federal level.
- A minimum of six (6) years' experience in providing all types of services required within this Scope of Work. This shall not be limited to a listing of lobbying and legislative representation services before the Legislative and Executive branches of the Federal government.

The ideal Consultant will:

1. Be a registered federal lobbyist.
2. Have demonstrated track-record for securing Federal funding.
3. Have extensive experience providing Federal representation services to public transit agencies or similar agencies or companies.
4. Have established, longstanding and positive working relationships with Federal Legislative members including, similar to or the same as, PSTA delegation, Committee leadership, and senior staff.
5. Have established, long-standing and positive working relationships with Federal agencies and senior executive staff.
6. Be fully dedicated to the funding goals and objectives of PSTA.
7. Be proactive in monitoring, identifying and analyzing Federal legislation that may be of interest or impact to PSTA.
8. Be proactive in monitoring and identifying Federal funding opportunities that may be of interest to the PSTA.
9. Have demonstrated specific experience in dealing with public transit issues, including representation on behalf of local governments, if appropriate.
10. Have no conflicts of interest as it relates to representing PSTA's interests and will always ensure PSTA has an updated list of the Consultant's other clients on file for PSTA to evaluate any potential conflicts.

Documentation. To demonstrate the Consultant's qualifications, the Consultant must provide the following in the proposal.

1. A sample legislative position letter or testimony with confidential information redacted.

2. A sample alert notification, monthly activities tracking memo/report, and any other materials which demonstrate how the Consultant keeps clients regularly updated with confidential information redacted.
3. Examples of a track record of success in providing lobbying services to clients in the following areas: a) securing Federal agency grants in the “post earmark” climate, b) influencing the outcomes on federal legislation, c) elevating the client’s standing in the Federal and regional public policy arena, and d) assisting clients with breaking through bureaucratic obstacles.
4. Documentation of Consultant’s knowledge and expertise in the Executive agency competitive grant process, legislative bill review and analysis, the Federal budget process, educating clients on the impact of legislation and regulations, advising clients on the courses of action, conducting legislative history, and consultation with PSTA’s Attorney’s office as necessary.
5. Information relating to industry ratings or special recognition received by the Consultant for Federal Lobbying representation services, if applicable.
6. Provide documentation showing the Consultant’s experience and ability to educate clients on transit system from both a national and local perspective, help to bring stakeholders together to have a productive dialogue, and to influence decision making that would result in a system that benefit Pinellas County residents.
7. Staffing & Locations – When identifying principal staff assigned to represent PSTA Consultant will identify a single principal staff point of contact. All Consultant representatives should have their principal working location identified. Regardless of the firm’s principal location, the Consultant will need to provide written explanation of how their firm can effectively represent PSTA in Washington D.C. as well as within Pinellas County and the Tampa Bay Region.
8. Local Connections – The Consultant needs to identify every Tampa Bay region client they represent and PSTA Board members or other local elected officials they have a relationship with.
9. Demonstrated Success- The Consultants should identify specific recent successes in securing funding or advocating on specific policy decisions that benefitted their transportation-related or local Tampa Bay client. This could include specific explanations of supporting TIGER or other executive branch award.
10. Potential Conflicts of Interest – The Consultants need to present a complete list of their current clients. For each Tampa Bay region public sector client, they need to provide a written explanation of how they will effectively represent PSTA and their other client without conflict.

Methodology and Approach. A Consultant submitting a proposal must provide the following information:

1. Describe from a project management and logistical perspective, how you would carry out the services specified in this RFP.
2. Explain the Consultant’s philosophy and strategy used to achieve the best possible Federal funding and lobbying/legislative representation outcomes before the Legislative and Executive

branches of the Federal Government. Include information on how the Consultant would work to optimize PSTA's chances for Federal funding success in the era of shrinking Federal resources.

3. A staffing plan that will meet PSTA's needs. Provide the relative effort (a percentage breakdown is required) each assigned staff member will devote to the project, including his/her specific role and area of expertise. Demonstrate evidence through an organizational chart or something similar (showing years of work in this field) that the Consultant has adequate staff capacity to handle PSTA's requirements.

Legal Violations Statement and Conflict of Interest. A Consultant submitting a proposal must provide the following information:

1. Indicate whether or not the Consultant or the staff assigned to this engagement have been found guilty of any legal or regulatory violations to these services or been the subject of any non-routine investigation by a regulatory agency within the past five years.
2. Identify any current arrangements with other firms that might be recommended to do business with PSTA and list such items as finder's fees or splitting arrangements.
3. Provide an affirmative statement that the Consultant will not engage in activities on behalf of PSTA that produce a direct or indirect financial gain for the Consultant, other than agreed upon contractual compensation, without PSTA's informed written consent.
4. PSTA is interested in Consultants that can represent PSTA's interests on Federal legislative and policy matters without conflicts of interest. Explain what the Consultant would do in a situation where two or more of its clients have conflicting views and/or positions on a matter in which the Consultant has been asked to advocate before the Legislative and/or Executive branches of the Federal Government.



CONTRACT

AGREEMENT TO FURNISH FEDERAL LOBBYIST CONSULTANT SERVICES

THIS AGREEMENT is made on June 24, 2015, 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 Van Scoyoc Associates, Inc. ("Consultant"), with its principal place of business located at 101 Constitution Avenue, NW, #600 West, Washington, D.C. (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 15-010P for a Federal Lobbyist Consultant Services Consultant Contract on TBD (the "RFP"); and

WHEREAS, Consultant submitted a Proposal to PSTA's RFP on May 27, 2015 ("Consultant's Response"); and

WHEREAS, PSTA's Board of Directors awarded the RFP to Consultant at its Board of Directors Meeting on June 24, 2015, and the parties wish to set forth the terms and conditions of their agreement for a total amount not to exceed \$252,000.00 ("Total Contract Price").

NOW THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein contained, the adequacy of which is acknowledged by the Parties, 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**), the RFP (as defined below and attached as **Exhibit B**), any and all Price Proposal(s) (as defined below and attached as composite **Exhibit C**), and Consultant's Response to the RFP. 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	RFP
Exhibit B	Price Proposal
Exhibit C	Consultant's Response
3. **SCOPE OF SERVICES.** Consultant, at the direction of PSTA, shall furnish Federal Lobbyist Consultant Services described and in accordance with the specifications, tasks, and scope of work set forth in Exhibit A (the "Services"). It is the sole responsibility of Consultant to read the specifications and understand them.
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.

5.02 Representatives. Prior to the start of any work under this Agreement, Consultant 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. Such designation shall include the contact information (including phone numbers) of Consultant's representative.

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.

5.04 Status Reports: Consultant shall submit monthly written status reports to PSTA outlining the status of each Task Order issued by PSTA 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 Consultant along with all deliverables. If a monthly schedule submitted by the Consultant includes changes affecting the achievement of deliverables based on circumstances the Consultant believes to be a delay caused by PSTA, the Consultant should clearly identify those changes.

5.05 Reviews: Throughout this Agreement, Consultant shall allow representatives of PSTA to visit the offices and other places of Consultant's work periodically without prior notice to monitor Consultant's work completed or progress.

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

5.07 Compliance with Laws. Consultant shall comply 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 provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Consultant of its obligations to comply with such laws fully and completely. Upon request, Consultant shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Consultant shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

6. COMPENSATION. In consideration of Consultant's faithful performance of the Contract Documents, PSTA agrees to pay Consultant at the rates set forth and attached on Exhibit B.



6.01 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
Contract Number:
3201 Scherer Drive
St. Petersburg, Florida 33716
Or E-Mail to : Accountspayable@psta.net

6.02 Disputed Invoices. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

6.03 Subcontractor Payments. In accordance with 49 CFR Part 26.29, Consultant shall pay each subcontractor or subcontractor for satisfactory performance of its contract with the subcontractor or subcontractor no later than thirty (30) days from the receipt of each payment Consultant receives from PSTA. Consultant shall further return retainage payments to each subcontractor or subcontractor within thirty (30) days after the subcontractor's or subcontractor's work is satisfactorily completed. Consultant shall include as part of its contract or agreement with each subcontractor or subcontractor for work and material a "Prompt Payment Clause". The Prompt Payment Clause shall require payment to all subcontractors and subcontractors, not only DBEs, for all labor and material for work completed within thirty (30) days of receipt of progress payments from PSTA for said work. The Prompt Payment Clause shall further stipulate the return of retainage within 30 days after the subcontractor or subcontractor achieves the specified work as verified by payment from PSTA.

6.04 Disputes with Subcontractor Payments. Any disputes that arise regarding the satisfactory completion of work by a subcontractor or subcontractor may be brought to the attention of PSTA, who will make a determination. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from PSTA. This clause applies to both DBE and non-DBE subcontractor.

6.05 Failure to Abide by DBE Requirements. Failure by Consultant to carry out the requirements of PSTA's DBE Program and the requirements of 49 CFR Part 26, and/or timely return of retainage, without just cause, is a material breach of this Agreement, which may result in PSTA withholding payment from Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as PSTA deems appropriate.

7. 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.

7.01 Written Change Orders within the Services. PSTA may at any time, by written order, make changes within the scope of the work to be performed by Consultant under the Contract Documents. However, no such written order shall serve to increase the Total Contract Price or to give Consultant any claim for monies above the Total Contract Price. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part



of the work under the Contract Documents, whether or not changed by the order, Consultant shall notify PSTA within thirty (30) days in writing. In the case of an increase to the Total Contract Price, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the Total Contract Price. Such notice must be submitted and approved prior to performing any work in accordance with the written order or changes made by PSTA. Any change in the Total Contract Price must be approved by PSTA's Board of Directors and Consultant shall not be entitled to any compensation for such services unless and until approved by PSTA's Board of Directors.

7.02 No Stoppage of Work. Notwithstanding the foregoing, nothing in this clause shall excuse Consultant from proceeding with this Agreement, except for those changes which would increase the Total Contract Price.

7.03 No Increase in Costs. No services shall be performed or additional cost or fee will be charged by Consultant to PSTA prior written consent by PSTA.

7.04 Representative. PSTA Purchasing Manager, Director of Procurement, Chief Financial Officer, or Chief Executive Officer are the only PSTA representatives authorized to make changes within this Contract, and only if such change is not noted as a limitation of the PSTA representative. Any instructions, written or oral, given to Consultant by someone other than the PSTA designated representative that represent a change in the RFP or any of its terms, will not be considered as an authorized change. Any action on the part of Consultant taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

8. WARRANTIES AND COVENANTS.

8.01 Patent, Trademark, Copyright, and Trade Secret. Consultant warrants that the Services, and all goods and work 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 Consultant 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 Consultant for any such claim brought against Consultant. If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Consultant and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

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



a view toward securing favorable treatment in the awarding, amending, or evaluating performance of contract.

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

9.01 *Written Approval Required.* The rights and obligations of Consultant may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Consultant 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.

9.02 *Responsibility for Subcontractor.* If Consultant's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Consultant 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 of the subcontractors, Consultant shall be directly and wholly responsible for the noncompliance and shall bear all attributable costs.

9.03 *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.

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

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

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

10.02 *Force Majeure.* Consultant shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Consultant'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 Consultant and its subcontractor ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Consultant's obligations under the Contract Documents.

10.03 *Unavoidable Delay.* If completion of any requested service, and all deliverables thereunder, is unavoidably delayed, PSTA may 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 Consultant's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Consultant, its subcontractor, or its suppliers or their

agents; was substantial; and, in fact, caused Consultant to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

10.04 Notification. Consultant will notify PSTA as soon as Consultant has, or should have, knowledge that an event has occurred which will delay completion of a requested service. Within five (5) working days, Consultant will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Consultant 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 Consultant and will determine if Consultant is entitled to an extension and the duration of such extension. PSTA will notify Consultant of its decision in writing. It is expressly understood and agreed that Consultant 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 Consultant 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.

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

11.01 Without Cause. 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 Consultant. If PSTA terminates this Agreement pursuant to this subsection, Consultant shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Consultant has any property belonging to PSTA in its possession, Consultant shall account for the same and dispose of it as directed by PSTA.

11.02 With Cause. PSTA may terminate this Agreement with cause and without penalty at any time immediately upon written notice to Consultant, if: (1) Consultant fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Consultant fails to perform in the manner called for in the Contract Documents; or (3) Consultant does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Consultant 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 Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Consultant 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 Consultant 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, Consultant may not terminate this Agreement.

11.03 Re-procurement. Should this Agreement be terminated by PSTA for cause under this Section, Consultant shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Consultant.

11.04 Force Majeure. If it is later determined by PSTA that Consultant's failure to perform was a result of a Force Majeure, PSTA may allow Consultant to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11(a) of this Agreement.



11.05 Appropriation. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Consultant under this Agreement, PSTA shall notify Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

11.06 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Consultant 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.

12. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

12.01 Disputes. Consultant's disputes arising in the performance of this Agreement shall be decided in writing by PSTA's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Consultant mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Consultant 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 binding upon Consultant and Consultant shall abide by the decision.

12.02 Performance During Dispute. Unless otherwise directed by PSTA, Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

12.03 Delays: If the Consultant is delayed in performing the work by a cause beyond its control, within ten (10) days upon receiving such knowledge, the Consultant shall inform PSTA in writing to request extended time for completion. PSTA will review the request to determine if entitlement to an extension is appropriate and if so, the amount of time and respond to Consultant within ten (10) days in writing. The Consultant shall not be entitled to any claim for damages on account of hindrances or delays for any cause whatsoever including acts of PSTA. This includes, but is not limited to: any actions which result in delays of scheduling, changes in the scope of work or increases in the cost of performance of the work. Prior to final payment, the Consultant must provide waivers of any and all claims and liens from the Consultant and any and all subcontractors. These waivers are conditions precedent to final payment. PSTA may withhold amounts necessary to cover any claims of which it has been notified of subcontractors, or suppliers from final payment to the Consultant.

12.04 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 Consultant 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 may be specifically agreed in writing.

12.05 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Consultant all its reasonable attorneys' fees and cost 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 Consultant. 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 statute, rule or guideline.

13. INDEMNIFICATION.

13.01 Indemnification for Architectural or Engineering Firms. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless PSTA and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its employees, agents, officers, subcontractors and other persons employed or utilized by Consultant in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Consultant provided services be hereby amended to include the foregoing indemnification. Consultant expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to 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. This indemnification provision shall include claims made by an employee of Consultant against PSTA and Consultant waives any entitlement to immunity under Section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement however terminated.

13.02 Control of Defense. Subject to the limitations set forth in this provision, Consultant 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 Consultant's expense. Consultant shall have the right, at its option, to participate in the defense of any third party claim, without relieving Consultant of any of its obligations hereunder. If Consultant assumes control of the defense of any third party claim in accordance with this paragraph, Consultant shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Consultant 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) Consultant 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.

14. INSURANCE

14.01 Insurance. The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior and prior to the recommendations for award. Failure to provide insurance within a ten (10) day period following a determination or recommendation of the selected Consultant may result in PSTA vacating the original determination or recommendation and proceeding with the recommendation of the next responsive, responsible Consultant.

Before beginning work providing the requested Services, the Consultant shall obtain and maintain insurance at his expense. 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 of the Consultant has Subcontractors perform any portion of the work in this contract; either the Consultant shall name those Subcontractors as "additional insured" or each Subcontractor shall be required to have the same insurance requirements as the Consultant. Insurance must be maintained throughout the entire term of their contract, 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 the Contract. Delays in completing work resulting from failure of the Consultant to maintain insurance shall not extend deadlines. For projects with a "Completion Operation Exposure", the Consultant 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. Within ten (10) calendar days after the Consultant's receipt of notice of the award, the Consultant shall email properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of PSTA's Purchasing/Risk Management Department. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If the Consultant 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. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Consultant's Excess Insurance Program. If the Consultant 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. The Consultant 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 contract. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the Authority, if requested by the Authority, Consultant shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified copy or certified copies of the policy or policies providing the coverage required herein. Consultant 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.

The acceptance and approval of the Consultant's Insurance shall not be construed as relieving the Consultant from liability or obligation assumed under this contract 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 the Consultant not maintain the insurance coverage's required of this Contract, PSTA may either cancel or suspend delivery of goods or services as required by Consultant or, at its sole discretion, shall be authorized to purchase such coverage and charge the Consultant for such coverage purchased. All contracted agencies 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 all contracted agencies to purchase such insurance coverage's shall in no way be construed to be a waiver of their 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 the Consultant is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Consultant, the Consultant has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by the Consultant occurs, or alternately find the Consultant to be in default and takes over the protective measures as needed.

The insurance provided by Consultant 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 Consultant.

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

Waivers

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



I. **Service Project Specific Insurance Requirements** - The Following policies and minimum coverage shall be maintained throughout the entire term of this contract which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

A. **Commercial General Liability Insurance:** Including, but limited to, Independent Consultant, Consultant 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, their 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 Consultants).

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

The minimum limits of \$1,000,000 per Occurrence

- \$3,000,000 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 contract. In addition, the period for which claims may be reported should extend for a minimum of three (3) years following the expiration of this contract.

Vehicle Liability Insurance - Recognizing that the work governed by the Contract Documents requires the use of vehicles, the Consultant, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract 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, the Consultant shall obtain Workers’ Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. The Consultant shall maintain throughout, and will remain in force during the term of this contract for all employees engaged in work under this contract.

The Employers’ Liability Insurance with limits no less than:



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

Professional Liability Insurance:

Professional Liability-Recognizing that the work governed by this Contract involves the furnishing of advice or services of a professional nature, the Consultant shall purchase and maintain throughout the life of the Consultant, 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 the Consultant arising out of work governed by this contract.

The minimum limits of liability shall be:

- \$1,000,000 per occurrence
- \$3,000,000 Aggregate

If coverage is provided on a claims made basis, the Consultant agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least three (3) years following the conclusion of this contract, or purchase an extended claims reporting period of three (3) years following the expiration of this contract.

15. FEDERAL PROVISIONS. As used in this Section, "the Government" shall mean and refer to the Federal government of the United States of America.

15.01 Prevention of Substance Abuse by Safety Sensitive Employees.

- a. Drug Abuse: To the extent that Consultant, any subcontractor at any tier, or their employees, perform a safety sensitive function under the Services, Consultant agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F, as modified by 41 U.S.C. subsection 712 et seq.
- b. Alcohol Abuse: To the extent that Consultant, any subcontractor at any tier, or their employees, perform a safety sensitive function under the Services, Consultant agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.



15.02 Access to Records.

- a. In accordance with 49 U.S.C. Section 5325(a), Consultant agrees to provide PSTA, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of Consultant which are directly pertinent to this Agreement, for the purposes of making audits, examinations, excerpts and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Consultant agrees to maintain same until PSTA, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- d. **Payroll and Basic Records** – (i) Payroll and basic records relating thereto shall be maintained by the Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 29 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- e. Consultant agrees to include the above clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.



- f. Completion of the Services under this Agreement does not alter these requirements.

15.03 Reports and Record Retention.

- a. Reports: Consultant agrees to provide to the Federal Transit Administration those reports required by U.S. DOT's grant management rules and any other reports the federal government may require.
- b. Record Retention: Consultant agrees that, during the course of the Services and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Services as the federal government may require for the Services.

15.04 Exclusionary or Discriminator Specifications. PSTA agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. PSTA further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute.

15.05 False or Fraudulent Statements and Claims. Consultant acknowledges and agrees as follows:

- a. Consultant recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Services. Accordingly, by signing the contract, Consultant certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, Consultant also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Consultant to the extent the federal government deems appropriate.
- b. Consultant also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. section 5307, the Government reserves the right to impose on Consultant the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1).

15.06 No Federal Government Obligations to Third Parties. Consultant agrees absent the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to any sub-recipient, any third party consultant, or any person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Services. Notwithstanding that the federal government may have concurred in or approved any solicitation, sub-agreement, or third party contract, the federal government has no obligations or liabilities to any party, including any sub-recipient or any third party consultant.



15.07 Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from.

15.08 Lobbying Certification. During the term of this Agreement Consultant agrees to comply with the provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires Consultant to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. Consultant agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

- a. Consultant and all Subcontractors in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to PSTA. Consultant shall also submit with each request for payment 1) a list of each Consultant and Subcontractor that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all Subcontractors, 3) information regarding material changes in the previous certifications or disclosures, and, 4) Standard Form LLL or evidence that the form was previously submitted to PSTA.
- b. PSTA will not make any payment to Consultant or a subcontractor which 1) does not comply with this Section, or, 2) is not in compliance with the above-cited federal requirements.

15.09 Debarment and Suspension. Consultant agrees to comply with U. S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of Consultant to submit the Certification Of Primary Consultant Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$100,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions for each Subcontractor which will have a financial interest in the Serviced provided hereunder which exceeds \$25,000 or will have a critical influence on or a substantive control over the Services.

- a. During the term of this Agreement, Consultant agrees to immediately notify PSTA of any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract; and any information that its certification or certification of its subcontractors was erroneous when submitted; and any information that certifications have become erroneous by reason of changed circumstances.
- b. Consultant shall submit with each request for payment a list of all subcontractors performing work under the Contract Documents which have a financial interest in the Services which exceeds \$25,000 or have had a critical influence on or substantive control over the Services and submit evidence that the appropriate certificate has been submitted and that they remain valid.
- c. PSTA will not make payment to Consultant or a Subcontractor that does not comply with this Section, or is not in compliance with the above-cited federal requirements.



15.10 Environmental, Resource Conservation and Energy Requirements.

- a. Environmental Protection: Consultant agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact And Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622.
- b. Clean Air:
 - 1. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Consultant agrees to report each violation to PSTA and understands and agrees that PSTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - 2. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- c. Clean Water: Consultant agrees to comply with all applicable Federal laws and regulations in accordance with applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. § § 1251 through 1377. Specifically:
 - i. Consultant agrees to protect underground sources of drinking water as provided by the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § §300f through 300j-6.
 - ii. Consultant agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
 - iii. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- d. Historic Preservation: Consultant agrees to assist the Government (FTA) to comply with section 106 of the National Historic Preservation Act, 16 USC § 470f, involving historic and archaeological preservation by:
 - i. Consulting the State Historic Preservation Officer on the conduct of investigations, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic And Cultural Properties", 36 CFR Part 800, to



identify properties and resources listed in or eligible for inclusion in the National Register Of Historic Places that may be affected by the Services, and notifying the Government (FTA) of the existence of any such properties; and,

- ii. Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.
- e. Energy Conservation: Consultant shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy And Conservation Act, 42 USC §§ 6321 et seq.
- f. Mitigation of Adverse Environmental Effects: Should the proposed Services cause adverse environmental effects, Consultant agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. § 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. Consultant agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Agreement by reference. As soon as the Government and Consultant reach agreement on any mitigation measures that have been deferred, those measures will then be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

15.11 Preference for Recycled Products. To the extent applicable, Consultant agrees to comply with U.S. Environmental Protection Agency (U.S. EPA) "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6962, and Executive Order 12873 and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

15.12 Civil Rights Requirements.

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



- i. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Consultant 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 Services. Consultant 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, Consultant agrees to comply with any implementing requirements FTA may issue.
- ii. Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Consultant 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, Consultant agrees to comply with any implementing requirements FTA may issue.
- iv. Consultant 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.

15.13 Access for Individuals with Disabilities. PSTA and Consultant agree to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. PSTA and Consultant also agree to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq.,

which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, PSTA and Consultant agree to comply with applicable implementing Federal regulations any later amendments thereto, and agree to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- I) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- J) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- K) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

15.14 DBE Participation. Consultant and any sub-Consultant(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant 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 PSTA



deems appropriate. A minimum of eight point twenty-nine percent (8.29%) of the total contract price, as awarded, may be awarded to certified DBE's by Consultant.

15.15 DBE Subcontractor's Payment and Reporting Terms.

- a. **Consultant Reporting Requirements:** Consultant agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant in a joint venture, Consultant agrees to count the portion of the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the contract. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. Consultant understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the factors listed in 49 CFR Part 26. Consultant agrees to meet with the PSTA DBE Liaison Officer for the purpose of verifying Consultant reporting requirements prior to the signing of a contract:
- b. **Legal and Contract Remedies:** Consultant agrees to report quarterly to the PSTA DBE Liaison Officer on all payments made to DBE Sub-Consultants. Further, Consultant shall provide all copies of canceled checks made to DBE Sub-Consultants showing proof of actual payment. Consultant understands that failure to report quarterly to the PSTA DBE Liaison Officer may result in the termination of this Agreement or such other remedy as PSTA deems appropriate.
- c. Consultant understands that PSTA will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. Consultant understands that PSTA will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

15.16 Federal Changes. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PSTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement.

15.17 Incorporation of FTA Terms. The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, (also see Change 1) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any PSTA requests which would cause PSTA to be in violation of the FTA terms and conditions.



15.18 Notification of Federal Participation. In the event the goods or services provided under this Agreement (including construction services) having an aggregate value of \$500,000 or more, Consultant agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of this Agreement.

15.19 Emblems. The Recipient agrees to identify projects supported by FTA by attaching the appropriate emblems as the Government may require.

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. Consultant 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 federal actions shall lie solely in the U.S. District Court, Middle District of Florida, and 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 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

To Consultant:

With required copy to:

Alan S. Zimmet, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
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 16.03.

16.04 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.

16.05 Modification. The Contract Documents may not be amended or altered without prior written approval by PSTA. Consultant 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.

16.06 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.

16.07 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 have caused this Agreement to be duly executed on the date first above written.

CONSULTANT:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Alan S. Zimmet, General Counsel



INFORMATION ITEMS

4A: Potential Grant Opportunities



Action: Information Item

Staff Resource: Debbie Leous, CFO
Cassandra Borchers, Chief Dev. Officer

**FINANCE & PERFORMANCE
MANAGEMENT**

Background:

- Committee Member Mark Deighton requested a summary of all outside grant resources PSTA receives or could possibly receive.
- PSTA has received grant funding from a variety of sources.
- We will continue to pursue current funding sources and staff has identified potential new funding sources in support of our Capital and Operating Budget.
- Staff is making it a priority to seek out new funding sources.

Fiscal Impact:

- None

Attachments:

1. Grant Successes and Opportunities Document

GRANT FUNDING SUCCESSES AND OPPORTUNITIES

SUCCESSES

FDOT GRANT FUNDING
Block Grant
Transit Corridor 100X
Transit Corridor 300X
Transit Corridor Connector Route East Lake
Transit Corridor Connector Curlew Road
Service Development St. Petersburg Park and Ride
Service Development Safety Harbor JT
FTA GRANT FUNDING
Section 5307 (Capital & Operating)
Section 5339 (Capital)
Section 5305(d) (Planning)
Section 5310
DHS GRANT FUNDING
Transit Security Grant Program

OPPORTUNITIES

CONTINUED APPLICATIONS TO THE SUCCESSFUL GRANT FUNDING SOURCES
FTA Integrated Corridor Management Grant
TIGER Grant
FDOT Intermodal
FDOT Service Development- Central Avenue Bus Rapid Transit
FDOT Transit Corridor - Regional Airport Express Service
Innovative Safety, Resiliency, and All-Hazards Emergency Response and Recovery Research De
Ladders of Opportunity Grant Program — <i>Connecting Seniors to Public Transportation</i>
Low or No Emission Vehicle Deployment Program (LoNo)
Energy Related Grants
Innovative Public Transportation Workforce Development Program



REPORTS

5A: Monthly Financial Statement

Action: Information Item

Staff Resource: Debbie Leous, CFO
Michael Hanson, Dir. of Finance

**FINANCE & PERFORMANCE
MANAGEMENT**

-
- Staff will present the financial status report for the month ending April, 2015.
-

Attachments:

1. Monthly Financial Performance Report – Monthly
2. Monthly Financial Performance Report – Fiscal Year to Date
3. Monthly Financial Performance Report – Fiscal Year to Fiscal Year Comparison
4. Statement of Revenues and Expenditures – Actual vs. Budget
5. Statement of Revenues and Expenditures – Year to Year Actual vs. Actual

**MONTHLY FINANCIAL PERFORMANCE REPORT
for the Period Ending April 30, 2015**

Month to Date as of April 2015

April				
Description	Actual	Budget	% Variance	\$ Variance
Revenues	\$2,983,408	\$3,624,090	(17.68%)	(\$640,682)
Expenses	\$5,143,265	\$5,513,174	(6.71%)	(\$369,909)
Surplus / (Deficit)	(\$2,159,857)	(\$1,889,084)	14.33%	(\$270,773)

For the month of April, the net deficit of -\$2.16 million was -\$0.27 million unfavorable to the budgeted deficit of -\$1.89 million.

Revenues

Passenger Fares revenue is -18.7% under budget.	(\$230,564)
Auxiliary revenue is 44.4% over budget due to increased advertising.	9,910
Non-Transportation revenue is 143.7% over budget due to increased interest income.	15,346
Taxes revenue is -12.3% under budget due to the timing of receipts.	(207,434)
State Reimbursement-Fuel Tax revenue is -16.3% under budget.	(8,860)
State Grants revenue is -11.6% under budget.	(28,274)
Federal Grants revenue is -63.4% under budget due to timing.	(192,569)
Federal Grant MPO Pass-Thru revenue is 100.0% over budget.	520
All other revenues within 5.0% of budget.	1,243
	<u><u>(\$640,682)</u></u>

Expenses

Fringe Benefits expense is -12.9% under budget.	(120,888)
Services expense is 12.6% over budget.	34,463
Supplies expense is -10.5% under budget.	(35,721)
Insurance expense is -39.2% under budget due to the timing of recoveries.	(47,293)
Utilities expense is -19.6% under budget.	(18,884)
Taxes & Licenses expense is -7.3% under budget.	(5,599)
Purchased Transportation - DART expense is 7.3% over budget.	30,055
Miscellaneous expense is -58.3% under budget due to the cancellation of new service.	(87,727)
All other expenses within 5.0% of budget.	(118,315)
	<u><u>(\$369,909)</u></u>

**MONTHLY FINANCIAL PERFORMANCE REPORT
for the Period Ending April 30, 2015**

Year to Date as of April 2015

April				
Description	Actual	Budget	% Variance	\$ Variance
Revenues	\$52,795,898	\$54,136,811	(2.48%)	(\$1,340,913)
Expenses	\$36,386,378	\$38,940,732	(6.56%)	(\$2,554,354)
Surplus / (Deficit)	\$16,409,520	\$15,196,079	7.99%	\$1,213,441

Year to date through April, the net surplus of \$16.41 million was \$1.21 million favorable to the budgeted surplus of \$15.20 million.

Revenues

Passenger Fares revenue is -14.2% under budget.	(\$1,223,657)
Auxiliary revenue is 68.3% over budget due to increased advertising.	106,604
Non-Transportation revenue is 60.0% over budget due to increased interest income.	44,834
All other revenues within 5.0% of budget.	(268,694)
	<u>(\$1,340,913)</u>

Expenses

Fringe Benefits expense is -7.6% under budget.	(497,072)
Services expense is -12.4% under budget due to increased subrogation.	(275,863)
Insurance expense is -24.6% under budget due to the timing of recoveries.	(207,818)
Utilities expense is -14.1% under budget.	(92,596)
Miscellaneous expense is -71.1% under budget due to the cancellation of new service.	(719,690)
All other expenses within 5.0% of budget (Salaries are \$662,550 under budget).	(761,315)
	<u>(\$2,554,354)</u>

**MONTHLY FINANCIAL PERFORMANCE REPORT
for the Period Ending April 30, 2015**

Year to Year Comparison Based on YTD Actuals as of April 2015

April				
Description	FY 2015	FY 2014	% Variance	\$ Variance
Revenues	\$52,795,898	\$51,869,314	1.79%	\$926,584
Expenses	\$36,386,378	\$34,423,217	5.70%	\$1,963,161
Surplus / (Deficit)	\$16,409,520	\$17,446,097	(5.94%)	(\$1,036,577)

Year to year through April, the net surplus of \$16.41 million for FY 2015 was -\$1.04 million unfavorable to the FY 2014 surplus of \$17.45 million.

Revenues

Passenger Fares revenue for FY 2015 is -9.6% under FY 2014.	(\$784,407)
Auxiliary revenue for FY 2015 is 93.1% over FY 2014 due to increased advertising.	126,634
Non-Transportation revenue for FY 2015 is -51.1% under FY 2014 due to a change in TD Co-pay classification from Non-Transportation Revenue to Passenger Fares.	(124,844)
Taxes revenue for FY 2015 is 6.6% over FY 2014 due to increased property values.	2,057,487
Local Beach Trolley & Rt.35 revenue for FY 2015 is 6.6% over FY 2014.	31,815
State Reimbursement-Fuel Tax revenue for FY 2015 is 5.5% over FY 2014.	18,815
Federal Grants revenue for FY 2015 is -10.6% under FY 2014.	(547,913)
All other revenues within 5.0% of budget.	148,997
	<u><u>\$926,584</u></u>

Expenses

Fringe Benefits expense for FY 2015 is 5.5% over FY 2014.	312,984
Supplies expense for FY 2015 is 6.0% over FY 2014.	139,107
Insurance expense for FY 2015 is 24320.7% over FY 2014 due to recoveries.	634,528
Utilities expense for FY 2015 is 12.4% over FY 2014.	62,203
Purchased Transportation - DART expense for FY 2015 is 8.7% over FY 2014.	235,942
Purchased Transportation - TD expense for FY 2015 is -5.3% under FY 2014.	(24,348)
Purchased Transportation - Trolleys expense for FY 2015 is 6.0% over FY 2014.	21,361
Miscellaneous expense for FY 2015 is -9.5% under FY 2014.	(30,592)
All other expenses within 5.0% of budget.	611,976
	<u><u>\$1,963,161</u></u>

Pinellas Suncoast Transit Authority
Statement of Revenues and Expenditures
Actual vs. Budget
Month Ended April 2015

	Month				Year to Date				Annual
	Actual	Budget	Variance		Actual	Budget	Variance		Budget
			Percent	Dollar			Percent	Dollar	
Revenue									
Passenger Fares	\$ 1,002,068	\$ 1,232,632	(18.71%)	\$ (230,564)	\$ 7,397,414	8,621,071	(14.19%)	\$ (1,223,657)	\$ 14,189,840
Auxiliary	32,210	22,300	44.44%	9,910	262,704	156,100	68.29%	106,604	267,600
Non-Transportation	26,024	10,678	143.72%	15,346	119,584	74,750	59.98%	44,834	128,140
Taxes	1,475,703	1,683,137	(12.32%)	(207,434)	33,176,608	33,362,054	(0.56%)	(185,446)	35,355,160
Local Beach Trolley & Rt.35	74,324	73,081	1.70%	1,243	513,350	511,557	0.35%	1,793	876,962
State Reimbursement-Fuel Tax	45,435	54,295	(16.32%)	(8,860)	358,294	369,151	(2.94%)	(10,857)	657,320
State Grants	215,792	244,066	(11.58%)	(28,274)	6,260,542	6,326,147	(1.04%)	(65,605)	7,466,477
Federal Grants	111,332	303,901	(63.37%)	(192,569)	4,627,402	4,635,981	(0.19%)	(8,579)	5,446,585
Federal Grant MPO Pass-Thru	520	0	100.00%	520	80,000	80,000	0.00%	0	80,000
Total	2,983,408	3,624,090	(17.68%)	(640,682)	52,795,898	54,136,811	(2.48%)	(1,340,913)	64,468,084
Expenditures									
Salaries	2,278,981	2,368,662	(3.79%)	(89,681)	16,206,977	16,869,527	(3.93%)	(662,550)	28,847,972
Fringe Benefits	813,687	934,575	(12.94%)	(120,888)	6,038,133	6,535,205	(7.61%)	(497,072)	11,208,013
Services	308,795	274,332	12.56%	34,463	1,947,163	2,223,026	(12.41%)	(275,863)	3,474,995
Diesel Fuel	595,041	623,926	(4.63%)	(28,885)	4,015,822	4,224,650	(4.94%)	(208,828)	7,517,170
Supplies	303,028	338,749	(10.54%)	(35,721)	2,443,641	2,392,201	2.15%	51,440	4,172,040
Insurance	73,416	120,709	(39.18%)	(47,293)	637,137	844,955	(24.60%)	(207,818)	1,423,000
Utilities	77,385	96,269	(19.62%)	(18,884)	564,381	656,977	(14.09%)	(92,596)	1,123,200
Taxes & Licenses	71,221	76,820	(7.29%)	(5,599)	460,877	480,953	(4.17%)	(20,076)	848,840
Purchased Transportation - DART	440,380	410,325	7.32%	30,055	2,962,648	2,872,275	3.15%	90,373	4,923,900
Purchased Transportation - TD	64,312	64,032	0.44%	280	438,702	448,220	(2.12%)	(9,518)	768,380
Purchased Transportation - Trolleys	54,339	54,368	(0.05%)	(29)	378,413	380,569	(0.57%)	(2,156)	652,409
Miscellaneous	62,680	150,407	(58.33%)	(87,727)	292,484	1,012,174	(71.10%)	(719,690)	1,703,155
Total	5,143,265	5,513,174	(6.71%)	(369,909)	36,386,378	38,940,732	(6.56%)	(2,554,354)	66,663,074
Revenue Over / (Under) Expenditures	\$ (2,159,857)	\$ (1,889,084)	14.33%	\$ (270,773)	\$ 16,409,520	\$ 15,196,079	7.99%	\$ 1,213,441	\$ (2,194,990)
Transfer To / From Reserve									\$ 2,194,990

Pinellas Suncoast Transit Authority
Statement of Revenues and Expenditures
Actual vs. Actual
Month Ended April 2015

	Year to Date				
	Budget	April 2015 Actual	April 2014 Actual	Variance	
				Percent	Dollar
Revenue					
Passenger Fares	\$ 8,621,071	\$ 7,397,414	\$ 8,181,821	(9.59%)	\$ (784,407)
Auxiliary	156,100	262,704	136,070	93.07%	126,634
Non-Transportation	74,750	119,584	244,428	(51.08%)	(124,844)
Taxes	33,362,054	33,176,608	31,119,121	6.61%	2,057,487
Local Beach Trolley & Rt.35	511,557	513,350	481,535	6.61%	31,815
State Reimbursement-Fuel Tax	369,151	358,294	339,479	5.54%	18,815
State Grants	6,326,147	6,260,542	6,111,545	2.44%	148,997
Federal Grants	4,635,981	4,627,402	5,175,315	(10.59%)	(547,913)
Federal Grant MPO Pass-Thru	80,000	80,000	80,000	0.00%	0
Total	<u>54,136,811</u>	<u>52,795,898</u>	<u>51,869,314</u>	<u>1.79%</u>	<u>926,584</u>
Expenditures					
Salaries	16,869,527	16,206,977	15,597,594	3.91%	609,383
Fringe Benefits	6,535,205	6,038,133	5,725,149	5.47%	312,984
Services	2,223,026	1,947,163	1,880,235	3.56%	66,928
Diesel Fuel	4,224,650	4,015,822	4,083,975	(1.67%)	(68,153)
Supplies	2,392,201	2,443,641	2,304,534	6.04%	139,107
Insurance	844,955	637,137	2,609	24320.74%	634,528
Utilities	656,977	564,381	502,178	12.39%	62,203
Taxes & Licenses	480,953	460,877	457,059	0.84%	3,818
Purchased Transportation - DART	2,872,275	2,962,648	2,726,706	8.65%	235,942
Purchased Transportation - TD	448,220	438,702	463,050	(5.26%)	(24,348)
Purchased Transportation - Trolleys	380,569	378,413	357,052	5.98%	21,361
Miscellaneous	1,012,174	292,484	323,076	(9.47%)	(30,592)
Total	<u>38,940,732</u>	<u>36,386,378</u>	<u>34,423,217</u>	<u>5.70%</u>	<u>1,963,161</u>
Revenue Over / (Under) Expenditures	<u>\$ 15,196,079</u>	<u>\$ 16,409,520</u>	<u>\$ 17,446,097</u>	<u>(5.94%)</u>	<u>\$ (1,036,577)</u>

Transfer To / From Reserve



REPORTS

5B: Ridership & Operations Performance Report

Action: Information Item

Staff Resource: Rita Hoffman, Statistical Data Manager

**FINANCE & PERFORMANCE
MANAGEMENT**

-
- Staff will present the ridership and operations report for the month ending April, 2015.
-

Attachments: None



REPORTS

5C: Capital Projects Update

Action: Information Item

Staff Resource: Pam Reitz, Grants Manager

**FINANCE & PERFORMANCE
MANAGEMENT**

-
- Staff will provide a report on the major capital projects.
-

Attachments:

1. Capital Projects Cover Page
2. Capital Projects Full Report (**CLICK TO VIEW/PRINT**)



PSTA Major Capital/Planning Projects
Quarterly Status Update
May 2015

Project	Capital Project Name	Budget	Invoices Paid (as of 5/8/15)	% Complete (Based on Invoices Paid)	Project Stage	% of Project Complete	Project Manager	Current Status
1	Pinellas Park Transit Center	\$518,000	\$439,282	85%	In Process	95%	Mark Knight	On Schedule
2	ADA Landing Pad Project	\$1,331,424	\$268,873	20%	In Progress	20%	Mark Knight	On Schedule
3	Shelter Project	\$1,282,650	\$46,446	4%	In Progress	15%	Mark Knight	On Schedule
4	Service Lane Infrastructure	\$245,000	\$6,000	2%	Development	15%	Mark Knight	On Schedule
5	Grand Central Station Repainting	\$35,000	\$0	0%	Complete	90%	Mark Knight	On Schedule
6	Reg Rev Coll & Inter-Jurisdictional Mobility Proj.	\$1,143,636	\$161,430	14%	Development	10%	Walt Lenz	-
7	Safety & Security Equipment	\$231,539	\$231,539	100%	Complete	100%	Walt Lenz	Complete
8	Bus Wi-Fi Project	\$232,682	\$212,877	91%	Complete	100%	Walt Lenz	Complete
9	Clever Works	\$292,431	\$0	0%	Development	10%	Walt Lenz	On Schedule
10	FDOT Park & Ride Lot	\$200,000	\$0	0%	Development	85%	Chris Cochran	-
11	Purchase Replacement Revenue Vehicles	\$20,368,495	\$10,695,091	53%	PO Issued	85%	Henry Lukasik	On Schedule
12	Purchase Support Vehicles	\$772,867	\$667,203	86%	PO Issued	85%	Henry Lukasik	On Schedule
13	Tire Lease	\$865,000	\$350,330	41%	Continuous	41%	Henry Lukasik	-
14	Rehab/Renovate Maintenance Forklifts	\$25,000	\$0	0%	Development	25%	Henry Lukasik	-
15	FleetNet Software Updates	\$106,375	\$103,575	97%	In Progress	97%	Debbie Woodward	On Schedule
16	Route Match Software	\$130,390	\$80,191	62%	In Progress	62%	Walt Lenz	On Schedule
17	In - Person Assessment - Travel Training	\$21,328	\$7,219	34%	Continuous	34%	Ross Silvers	-
18	Miscellaneous Projects	\$5,270,526	\$547,312	10%	Continuous	10%	Pam Reitz	-
Capital Project Total		\$27,801,817	\$13,270,055	48%				
Project	Planning Project Name	Budget	Invoices Paid (as of 9/15/14)	% Complete (Based on Invoices Paid)	Project Stage	% of Project Complete	Project Manager	Current Status
1	Long Range Planning-Consultants (2014)	\$200,000	\$0	0%	Development	0%	Cassandra Borchers	On Schedule
2	Short Range Planning - Consultant	\$1,237,761	\$835,642	68%	In Progress	68%	Cassandra Borchers	On Schedule
3	AA/Howard Frankland Bridge Study	\$2,191,740	\$1,850,350	84%	In Progress	90%	Heather Sobush	On Schedule
4	Clearwater Downtown Intermodal Terminal	\$1,250,000	\$10,554	1%	Development	15%	Chris Cochran	On Schedule
Planning Project Total		\$4,879,501	\$2,696,546	55%				
Grand Total - Open Projects		\$32,681,318	\$15,966,601	49%				



**PSTA Major Capital/Planning Projects
Quarterly Status Update
May 2015**

Project	Future Projects	Budget	Invoices Paid (as of 11/30/14)	% Complete (Based on Invoices Paid)	Project Stage	% of Project Complete	Project Manager	Current Status
1	Audio Equipment (Board Room)	\$309,010	\$0	0%	-	0%	Debbie Woodward	-
2	Purchase Servers	\$200,000	\$0	0%	-	0%	Debbie Woodward	-
3	Server Room UPS Upgrades	\$65,000	\$0	0%	-	0%	Debbie Woodward	-
4	Virtual Desktop Server Hardware	\$46,281	\$0	0%	-	0%	Debbie Woodward	-
5	PSTA Campus 10-GIG Ethernet Fiber Upgrade	\$60,000	\$0	0%	-	0%	Debbie Woodward	-
6	Largo Commons Transfer Center	\$89,069	\$25,290	28%	Development	10%	Mark Knight	-
Future Projects Total		\$100,617,698	\$0	0%				

Project Stage

Development - Project details are currently being reviewed in order to develop the scope of work and purchasing documents.

Out For Bid - Purchasing documents have been release and currently waiting to receive bids and award contract.

PO Issued - Purchase Order/contract has been issued for the project.

In Progress - Project work has started and is moving forward.

Final - All work on the project has been completed.

Continuous - Funding is received each year to continue project.

Current Status

On Schedule - Project is in progress and has met milestone dates.

Behind Schedule - Project is in progress, but has not met milestone dates.

Hold - Work on the project was started, however due to outside issues work on the project has been stopped.

Complete - All work on the project has been completed.

Canceled - Project canceled