



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

FINANCE & PERFORMANCE MANAGEMENT
 COMMITTEE MEETING
 AGENDA – AUGUST 19, 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. July 15, 2015 Meeting Minutes	5 min	CHAIR BARKLEY	3
	B. Annual FDOT Grant Approvals	5 min	DEBBIE LEOUS	10
	C. Auditing Services	5 min	DEBBIE LEOUS	18
	D. Trolley Agreements	5 min	SANGITA LAND	36
	E. Gillig Bus Purchase	10 min	HENRY LUKASIK	55
	F. Riders Code of Conduct/Appeals Process	5 min	JEFF THOMPSON/ ALISSA KOSTYK	57
	G. Bus Advertising Contract/Policy	10 min	LOU EMMA CROMITY	69
4.	INFORMATION ITEMS		9:50	
	A. Fare Structure Recommendations	20 min	CASSANDRA BORCHERS	89
5.	REPORTS		10:10	
	A. Quarterly Investment Report		DEBBIE LEOUS	
	B. Quarterly Reserves Report		DEBBIE LEOUS	
	C. Monthly Financial Statement		DEBBIE LEOUS	
	D. Ridership/Performance		BRAD MILLER	
6.	FUTURE MEETING SUBJECTS		10:30	
	• Approve Draft Final Budget-September			
	• Capital Projects Update-September			

- Multi-Line Insurance-September
- Collecting Bargaining Unit-September
- WiFi Services (Internet)-September
- WiFi Upgrade-September
- Approve Fare Structure Recommendations-September
- Janitorial Services/Supplies-September

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|----|-----------------------|--------------|
| 7. | OTHER BUSINESS | 10:30 |
| 8. | ADJOURNMENT | 10:30 |

THE NEXT MEETING IS SEPTEMBER 16, 2015 AT 9:00 AM



ACTION ITEM

3A: July 15, 2015 Meeting Minutes

Action: Approve Meeting Minutes

Staff Resource: Clarissa Keresztes, Admin Assistant

**FINANCE & PERFORMANCE
MANAGEMENT**

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

1. Minutes



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

FINANCE & PERFORMANCE MANAGEMENT
COMMITTEE MEETING
MINUTES – JULY 15, 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 June 17, 2015 meeting minutes, and recommend approval of the Metropolitan Planning Organization (MPO) 5305 Funding Agreement, the investigation and audit of property tax exemptions, the Transportation Disadvantaged (TD) Coordination Agreements (non-profit funding/state agreement), the FY 2016 Employee Health Benefits, the Goodyear Tire program, the oil and lubricants contracts, the uniforms (purchase/rental and supplies), the diesel fuel, the batteries-transit vehicles, and the FY 2016 Budget TRIM Notice. The following members were present:

Joe Barkley, Committee Chair
Mark Deighton
Dave Eggers
Bill Jonson

Absent

Brian Scott, Committee Vice-Chair
Curtis Holmes (Alternate)

Also Present:

Brad Miller, CEO
PSTA Staff Members
Members of the Public

CALL TO ORDER

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

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS

Approval of Minutes – Mr. Jonson made a motion, seconded by Mr. Deighton to approve the June 17, 2015 minutes. There were no public comments. Motion passed unanimously.

MPO 5303 Funding Agreement – Debbie Leous, Chief Financial Officer, explained that this is an annual Joint Participation Agreement (JPA) between PSTA and the Pinellas County MPO for \$80,000 for planning, which has been the same amount since 2005. Mr. Deighton made a motion, seconded by Mr. Jonson to recommend approval of the JPA. There were no public comments. Motion passed unanimously.

Investigation and Audit of Property Tax Exemptions – Ms. Leous indicated that the Pinellas Property Appraiser and the Tax Collector would like to obtain services to audit the Pinellas County tax roll to identify undeserved personal exemptions from ad valorem property tax. She stated that they have contracted with Tax Management Associates (TMA) to provide this service. Ms. Leous said that TMA will provide the service for a fee of 30% of funds collected. Mr. Eggers asked for clarification on what the verbiage says when you file for a homestead exemption and whether it states upfront that penalties could be incurred; Ms. Leous will investigate and follow-up with Mr. Eggers. Mr. Deighton made a motion, seconded by Mr. Jonson to recommend approval of an Interlocal Agreement for use of property tax collections to fund exemption audit services. There were no public comments. Motion passed unanimously.

TD Coordination Agreements (Non-Profit Funding)/State Agreement – Ross Silvers, Mobility Manager, said staff is recommending approval of four coordination agreements with local non-profit transportation providers: Neighborly Care Network, PARC, ARC Tampa Bay, and Lighthouse at a total cost not to exceed \$655,000. Mr. Silvers indicated that staff is also recommending acceptance of the Annual Trip and Equipment Grant for \$2.3 million from the Florida Commission for the TD and a Resolution authorizing the CEO to sign related documents. Mr. Jonson suggested referencing the \$2.3 million on the cover page for the Board meeting. Mr. Jonson made a motion, seconded by Mr. Eggers to recommend approval of the TD Agreements and the acceptance of the \$2.3 million grant. There were no public comments. Motion passed unanimously.

FY 2016 Employee Health Benefits – Larry Longenecker, Director of Human Resources, stated that staff is recommending approval to renew medical, prescription, and dental insurance through Cigna, renew vision coverage through Advantica, and add optional life insurance through Minnesota Life. Mr. Longenecker indicated that PSTA has historically been fully insured and keeping that same plan for FY 2016 would result in a 10.3% increase. Mr. Longenecker said that due to the fiscal impact of the 10.3%, the Gehring Group provided PSTA with an Alternate 1 and Alternative 2 to lower the costs. He reported that based on discussions with management and the unions, it was determined

to recommend Alternate 1 to limit the increase to 3.1% with an increase in deductibles and out-of-pocket maximums. The Committee members asked many questions which were answered by Shawn Fleming from the Gehring Group. Mr. Jonson made a motion, seconded by Mr. Deighton to recommend approval to: 1) renew medical, prescription, and dental insurance through Cigna for FY 2016 for employees and dependents not to exceed \$6.2 million, 2) recommend approval to renew FY 2016 vision coverage through Advantica not to exceed \$5,000, and 3) recommend approval to add optional life insurance through Minnesota Life at no increased cost or increased coverage. There were no public comments. Motion passed unanimously.

Goodyear Tire Program – Henry Lukasik, Director of Maintenance, indicated that staff is recommending approval to enter into a tire run-out program with Goodyear Tire & Rubber Company for a period not to exceed three years at a rate of .007 per mile. Mr. Lukasik stated that there is no budget impact, that the estimated tire run-out cost is \$350,000 over 3 years, and this project will be 100% federally funded by the Federal Transit Administration (FTA). Mr. Deighton made a motion, seconded by Mr. Jonson to recommend the tire run-out program. There were no public comments. Motion passed unanimously.

Oil and Lubricants – Mr. Lukasik explained that PSTA's fleet uses various fluids, lubricants, and oils. He reported that this year, the agency joined a Co-Op administered by the City of St. Petersburg, and in addition to PSTA, the other participating agencies were the cities of Clearwater, Dunedin, Pinellas Park, and Tarpon Springs. Mr. Lukasik reported that in April 2015, St. Petersburg issued a Request for Quote (RFQ) soliciting competitive bids and said that as a result of this solicitation, four suppliers responded to the RFQ: Best Line Oil Company, Five Points Services, Palmdale Oil Company, Inc., and Seaboard of Neumann Distribution. He said based on the most responsive, responsible, and lowest cost suppliers, awards were given to Palmdale Oil Company, Inc. and Seaboard of Neumann Distribution. Mr. Lukasik said staff is recommending approval of a three-year contract with Palmdale and Seaboard Neumann to provide PSTA oils and lubricants for a total three-year cost of \$750,000 which is a \$9,000 savings per year. Mr. Jonson made a motion, seconded by Mr. Deighton to recommend approval of the awards. There were no public comments. Motion passed unanimously.

Uniforms (Purchase/Rentals and Supplies) – Mr. Lukasik indicated that PSTA currently rents uniforms for 88 maintenance employees, along with safety mats, shop rags, and towels. He said the agency purchases uniforms for 427 Bus Operators and Customer Service Representatives (CSR's) per union contract. He reported that in April 2015, PSTA issued a Request for Proposal (RFP) soliciting competitive proposals from experienced, qualified, and capable suppliers to supply rental uniforms and supplies as well as to allow PSTA to purchase uniforms. Mr. Lukasik said that five suppliers responded to the RFP: Cintas, Design Lab, JAFECO, and SingleSource Imagewear, and Unifirst Corporation. He

stated that after careful review by the selection committee, it was determined that Unifirst (incumbent) presented the best value for the uniform rental and supplies, and that NAFECO (incumbent) presented the best value for the uniform purchase. Mr. Lukasik stated that the staff recommendation is to approve a three-year contract with two one-year renewals with NAFECO for an amount not to exceed \$443,420 over the maximum five-year period for uniform purchase, and also to recommend approval for a three year contract with two one-year renewals with Unifirst for an amount not to exceed \$109,828 over the maximum five year period for the uniform and supplies rental. The Committee asked some questions about the selection process and costs, then Mr. Deighton made a motion, seconded by Mr. Jonson to recommend approval of the two contracts. There were no public comments. Motion passed unanimously.

Diesel Fuel – Mr. Lukasik indicated that in May 2015, PSTA joined a Co-Op administered by the Hillsborough Area Regional Transit Authority (HART), with PSTA serving as co-lead, for the purchase of diesel fuel and unleaded gasoline. He said other participating agencies are the Hillsborough County Board of County Commissioners, the Polk County Board of County Commissioners, the City of St. Petersburg, and the Lakeland Area Mass Transit District. Mr. Lukasik stated that an Invitation for Bid (IFB) was issued in May 2015 which resulted in six suppliers responding: Indigo Energy Partners, Petroleum Traders, Southern Petroleum Resources, James River, J.H. Williams, and TAC Energy. He reported that the award was made to the most responsive, responsible, and lower cost suppliers which were James River for diesel fuel, and J.H. Williams for the regular unleaded gasoline. Mr. Lukasik stated that joining this Co-Op allows PSTA to lock in prices up to five years. He said staff is recommending approval of a one-year contract with the option for four one-year renewals with James River for diesel fuel with a total five year mark-up of .149 per gallon, and a one-year contract with the option for four one-year renewals with J.H. Williams for unleaded gasoline for a total five year mark-up per gallon of .0175. He noted that last year, the mark-up for diesel was .140, and the mark-up for unleaded gasoline was .07. After much discussion and questions from the Committee, Mr. Deighton made a motion, seconded by Mr. Jonson to recommend approval of the two contracts. There were no public comments. Motion passed unanimously.

Batteries – Transit Vehicles – Mr. Lukasik reported that PSTA purchases 450 batteries per year for its fleet of buses and service vehicles. He stated that in March 2015, an IFB was issued for heavy duty bus batteries (Lot A) and automotive batteries (Lot B) with seven suppliers responding: Batteries-By-Fisher, Inc., Interstate Batteries of Clearwater, FL, Battery USA, Inc., Original Equipment Co., Safe-Start, Batteries Plus Bulbs, and Advance Stores Co., Inc. Mr. Lukasik indicated that after evaluation, it was determined that Batteries-By-Fisher (Lot A) and Safe-Start (Lot B) were the lowest responsive bidders over the maximum three-year life of the contracts. He said over the total three-year contract period there will be a \$39,000 savings compared to the current year. Mr. Lukasik stated that staff is recommending approval of a one year contract with two one-year renewals

with Batteries-By-Fisher for an amount not to exceed \$175,000 over the maximum three-year period for Lot A – heavy duty bus batteries, and a one year contract with two one-year renewals with Safe-Start for an amount not to exceed \$14,000 over the maximum three-year period for Lot B – automotive batteries. After some questions from the Committee, Mr. Jonson made a motion, seconded by Mr. Deighton to recommend approval of the two contracts. There were no public comments. Motion passed unanimously.

FY 2016 Budget Truth in Millage (TRIM) Notice – Ms. Leous delivered a presentation on the FY 2016 Budget TRIM Notice which included millage rate history, the proposed FY 2016 millage rate and the impact of that on taxpayers, and the millage rate increase alternatives. Ms. Leous reported that currently, the millage rate for FY 2015 is .7305, and the proposed millage rate for FY 2016 is the cap of .7500 which will generate an additional \$1 million in revenue. She noted that the average homeowner would experience an increase of \$1.98 over FY 2015. Ms. Leous compared the Path Forward sustainability with and without the property tax increase. She also handed out a one-page sheet of millage rate talking points.

Committee Chair Barkley stated that he supports the increase, and Mr. Jonson said he believes that increasing the millage to the cap may help PSTA receive Surface Transportation Program (STP) funding for future expansion. Mr. Jonson also believes that the millage rate adjustment and the fare adjustment should be made at the same time so the burden is balanced on both of the funding sources. Mr. Eggers stated his opinion that PSTA should not increase the millage rate to the maximum, adding that he believes PSTA is in good shape for the next two to three years. Mr. Deighton said that the increase is needed to run the bus system, noting that the average \$1.98 increase is minimal.

Mr. Jonson made a motion, seconded by Mr. Deighton, to recommend publishing the required FY 2016 TRIM Notice with a millage rate of 0.7500. There were no public comments. The motion passed (3:1) with Mr. Eggers dissenting.

REPORTS

Monthly Financial Statement – Ms. Leous presented the financial status report for the period ending May 31, 2015. She reported that for the month of May, there was a net deficit of -\$2.9 million, which was \$75,000 favorable to the budgeted deficit of -\$2.99 million. She reported that revenues of -\$117,000 were under budget due to passenger fares being under budget. She said expenses were under budget in almost all categories. She presented the year to date (YTD) actuals as of May 2015, and reported that the net surplus of \$13.49 million was \$1.29 million favorable to the budgeted surplus of \$12.2 million. She said that revenues were under budget \$1.5 million primarily due to

passenger fares. Ms. Leous said that expenses on the YTD basis are under budget in every single category.

Ridership/Performance – The report was handed out at the meeting. Mr. Miller said that June was a record ridership month and was the highest June ever.

Capital Projects Update – The report was included in the agenda packet.

FUTURE MEETING SUBJECTS

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

OTHER BUSINESS

No other business was discussed.

ADJOURNMENT

The meeting was adjourned at 10:30 AM. The next meeting will be held August 19, 2015 at 9:00 AM.

ACTION ITEM



3B: Annual FDOT Grant Approvals (Block Grant, Route 100X, 300X, 60X, & Flex Routes)



Action: Recommend Approval FY 2016 FDOT Joint Participation Agreements

Staff Resource: Debbie Leous, Chief Financial Officer
Pam Reitz, Grants Manager

**FINANCE & PERFORMANCE
MANAGEMENT**

Background:

- Florida Department of Transportation (FDOT) provides Block Grant funding to transit agencies to be used for operating costs directly related to the provision of public transit services (fuel, utilities, labor, etc.).
- FDOT provides Urban Corridor Program funding for transit projects that relieve congestion and improve capacity along major urban roadway corridors and provide inter-county connectivity.
- FDOT provides Service Development Program funding for transit projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups.
- Any changes are made to the funded routes, the FDOT agreements will be withdrawn before expenditures are submitted.

Fiscal Impact:

FDOT FY 2016 Funding

- FPN #402513-1-84-16, this agreement provides \$4,181,314 in FDOT Block Grant Program funds that are allocated to PSTA for FY 2016. These funds will be used for operating costs directly related to the provision of public transit services (fuel, utilities, labor, etc.).
- FPN #410695-1-84-16, this agreement provides \$155,100 in FDOT Urban Corridor Program funds for continued operation of Express Route 100X. Express Route 100X provides service from Gateway Mall in St. Petersburg to the Marion Street Transit Parkway in downtown Tampa via the Gandy Bridge and the Crosstown Expressway.
- FPN #418265-1-84-11, this agreement provides \$165,100 in FDOT Urban Corridor Program funds for continued operation of Express Route 300X. Express Route 300X

provides service from the Ulmerton Park and Ride center just east of Starkey Road to the Marion Street Transit Parkway in downtown Tampa via Ulmerton Road and I-275.

- FPN #430319-1-84-05, this agreement provides \$234,121 in FDOT Urban Corridor Program funds for continued operation of the East Lake Connector (Flex) Route. The East Lake Connector (Flex) Route provides service in North Pinellas County along East Lake Road.
- FPN #430320-1-84-05, this agreement provides \$211,000 in FDOT Urban Corridor Program funds for continued operation of The Curlew Road Connector (Flex) Routes. The Curlew Road Connector (Flex) Route provides service in North Pinellas County along Curlew Road.
- FPN #436703-1-84-01, this agreement provides \$980,000 in FDOT Service Development Program funds for the Express Route 60X for a three-year period. Express Route 60X will provide service from Pinellas County to Hillsborough County along SR60. The 60X will originate in Clearwater Beach and will travel to Tampa International Airport (TIA)/Westshore Area and downtown Tampa via the Courtney Campbell Causeway.

Funding Comparison FY 2015 & 2016

Project	FY 2015	FY 2016	Difference
Block Grant	\$4,086,490	\$4,181,314	\$94,824
Express Route 100X	\$155,100	\$155,100	\$0
Express Route 300X	\$165,100	\$165,100	\$0
East Lake Flex	\$400,000	\$234,121	(\$165,879)
Curlew Road Flex	\$333,000	\$211,000	(\$122,000)
Express Route 60X	\$0	\$980,000	\$980,000
Totals	\$5,139,690	\$5,926,635	\$786,945

Recommendation:

- Recommend approval of the FY 2016 FDOT Joint Participation Agreements totaling \$5,926,635.
- Adopt Resolutions #15-09 through #15-14.

Attachments:

1. Resolutions #15-09 through #15-14

RESOLUTION #15-09**RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY AGREEING TO ENTER INTO A JOINT PARTICIPATION AGREEMENT FPN 402513-1-84-16 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY FOR BLOCK GRANT PROGRAM FUNDS FOR OPERATING ASSISTANCE**

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

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

WHEREAS, the State of Florida Department of Transportation has funding available through its Public Transit Block Grant Program to assist the Pinellas Suncoast Transit Authority in the provision of public transit services; and

WHEREAS, the Florida Department of Transportation will provide \$4,181,314 in Public Transit Block Grant Program funds for FDOT Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY MEETING IN SESSION THIS 26th DAY OF AUGUST 2015:

1. That it approves Joint Participation Agreement, FPN 402513-1-84-16.
2. That the Chief Executive Officer is authorized to execute such Joint Participation Agreement on behalf of the Authority and any instrument, including Supplemental Agreements, required as incident to this Agreement.

ATTEST:

PINELLAS SUNCOAST TRANSIT AUTHORITY
PINELLAS COUNTY, FLORIDA

Janet C. Long, Secretary-Treasurer

William C. Jonson, Chairperson

DATE: August 26, 2015

APPROVED AS TO FORM

Alan S. Zimmet, PSTA General Counsel

RESOLUTION #15-10

RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY AGREEING TO ENTER INTO A JOINT PARTICIPATION AGREEMENT FPN 410695-1-84-16 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN URBAN CORRIDOR PROGRAM FUNDS FOR CONTINUED ROUTE 100X SERVICE

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

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

WHEREAS, the State of Florida Department of Transportation has funding available through its Urban Corridor Program for the continuation of Express Route 100X; and

WHEREAS, the Florida Department of Transportation will provide \$155,100 in Urban Corridor Program funds for Route 100X in FDOT Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY MEETING IN SESSION THIS 26th DAY OF AUGUST 2015:

1. That it approves Joint Participation Agreement, FPN 410695-1-84-16.
2. That the Chief Executive Officer is authorized to execute such Joint Participation Agreement on behalf of the Authority and any instrument, including Supplemental Agreements, required as incident to this Agreement.

ATTEST:

PINELLAS SUNCOAST TRANSIT AUTHORITY
PINELLAS COUNTY, FLORIDA

Janet C. Long, Secretary-Treasurer

William C. Jonson, Chairperson

DATE: August 26, 2015

APPROVED AS TO FORM

Alan S. Zimmet, PSTA General Counsel

RESOLUTION #15-11

RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY AGREEING TO ENTER INTO A JOINT PARTICIPATION AGREEMENT FPN 418265-1-84-11 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN URBAN CORRIDOR PROGRAM FUNDS FOR CONTINUED ROUTE 300X SERVICE

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

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

WHEREAS, the State of Florida Department of Transportation has funding available through its Urban Corridor Program for the continuation of Express Route 300X; and

WHEREAS, the Florida Department of Transportation will provide \$165,100 in Urban Corridor Program funds for Route 300X in FDOT Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY MEETING IN SESSION THIS 26th DAY OF AUGUST 2015:

1. That it approves Joint Participation Agreement, FPN 418265-1-84-11.
2. That the Chief Executive Officer is authorized to execute such Joint Participation Agreement on behalf of the Authority and any instrument, including Supplemental Agreements, required as incident to this Agreement.

ATTEST:

PINELLAS SUNCOAST TRANSIT AUTHORITY
PINELLAS COUNTY, FLORIDA

Janet C. Long, Secretary-Treasurer

William C. Jonson, Chairperson

DATE: August 26, 2015

APPROVED AS TO FORM

Alan S. Zimmet, PSTA General Counsel

RESOLUTION #15-12**RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY AGREEING TO ENTER INTO A JOINT PARTICIPATION AGREEMENT FPN 430319-1-84-05 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN URBAN CORRIDOR PROGRAM FUNDS FOR CONTINUED EAST LAKE CONNECTOR ROUTE SERVICE**

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

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

WHEREAS, the State of Florida Department of Transportation has funding available through its Urban Corridor Program for the continuation of the East Lake Connector (Flex); and

WHEREAS, the Florida Department of Transportation will provide \$234,121 in Urban Corridor Program funds for the East Lake Connector in FDOT Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY MEETING IN SESSION THIS 26th DAY OF AUGUST 2015:

1. That it approves Joint Participation Agreement, FPN 430319-1-84-05.
2. That the Chief Executive Officer is authorized to execute such Joint Participation Agreement on behalf of the Authority and any instrument, including Supplemental Agreements, required as incident to this Agreement.

ATTEST:

PINELLAS SUNCOAST TRANSIT AUTHORITY
PINELLAS COUNTY, FLORIDA

Janet C. Long, Secretary-Treasurer

William C. Jonson, Chairperson

DATE: August 26, 2015

APPROVED AS TO FORM

Alan S. Zimmet, PSTA General Counsel

RESOLUTION #15-13

RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY AGREEING TO ENTER INTO A JOINT PARTICIPATION AGREEMENT FPN 430320-1-84-05 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN URBAN CORRIDOR PROGRAM FUNDS FOR CONTINUED CURLEW ROAD CONNECTOR ROUTE SERVICE

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

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

WHEREAS, the State of Florida Department of Transportation has funding available through its Urban Corridor Program for the continuation of the Curlew Road Connector (Flex); and

WHEREAS, the Florida Department of Transportation will provide \$211,000 in Urban Corridor Program funds for the Curlew Road Connector in FDOT Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY MEETING IN SESSION THIS 26th DAY OF AUGUST 2015:

1. That it approves Joint Participation Agreement, FPN 430320-1-84-05.
2. That the Chief Executive Officer is authorized to execute such Joint Participation Agreement on behalf of the Authority and any instrument, including Supplemental Agreements, required as incident to this Agreement.

ATTEST:

PINELLAS SUNCOAST TRANSIT AUTHORITY
PINELLAS COUNTY, FLORIDA

Janet C. Long, Secretary-Treasurer

William C. Jonson, Chairperson

DATE: August 26, 2015

APPROVED AS TO FORM

Alan S. Zimmet, PSTA General Counsel

RESOLUTON #15-14**RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY AGREEING TO ENTER INTO A JOINT PARTICIPATION AGREEMENT FPN 436703-1-84-01 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN SERVICE DEVELOPMENT PROGRAM FUNDS FOR ROUTE 60X SERVICE**

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

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

WHEREAS, the State of Florida Department of Transportation has funding available through its Service Development Program for the Express Route 60X; and

WHEREAS, the Florida Department of Transportation will provide \$980,000 in Service Development Program funds for the Express Route 60X in FDOT Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY MEETING IN SESSION THIS 26th DAY OF AUGUST 2015:

1. That it approves Joint Participation Agreement, FPN 436703-1-84-01.
2. That the Chief Executive Officer is authorized to execute such Joint Participation Agreement on behalf of the Authority and any instrument, including Supplemental Agreements, required as incident to this Agreement.

ATTEST:

PINELLAS SUNCOAST TRANSIT AUTHORITY
PINELLAS COUNTY, FLORIDA

Janet C. Long, Secretary-Treasurer

William C. Jonson, Chairperson

DATE: August 26, 2015

APPROVED AS TO FORM

Alan S. Zimmet, PSTA General Counsel



ACTION ITEM

3C: Auditing Services



Action: Recommend Approval of a Three Year Contract with the Option for Two One-Year Renewals with Clifton Larson Allen LLP for a Total Five Year Cost of \$359,000

Staff Resource: Debbie Leous, Chief Financial Officer
Lou Emma Cromity, Dir. of Procurement



Background:

- PSTA is required to have an independent audit of its financial records. The audit shall be performed in accordance with generally accepted auditing standards, Government Auditing Standards set forth for by the Comptroller General of the United States and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, "Audits of State and Local Governments".
- In accordance with PSTA's Rules and Regulations, a competitive solicitation is released at least every five years.
- To this end, on June 25, 2015 PSTA released a Request For Proposal (RFP) for Financial Audits and Related Services.
- As a result of this solicitation, the below six suppliers responded to the RFP:

Carr Riggs & Ingram	Cherry Bekaert
Clifton Larson Allen	Crowe Horwath
HCT Certified Public Accountants & Consultants, LLC	Moore Stephens Lovelace CPAs & Advisors

- The below are the proposed annual costs, based upon the requirements contained in the RFP, submitted by each supplier.

BID TABULATION SUMMARY

Supplier	Three Year Cost	Five Year Cost
Carr Riggs & Ingram	\$223,500	\$382,000
Cherry Bekaert	\$212,500	\$365,050
Clifton Larson Allen	\$210,500	\$359,000
Crowe Horwath	\$208,950	\$358,910
HCT Certified Public Accountants & Consultants, LLC	\$186,635	\$318,185
Moore Stephens Lovelace CPAs & Advisors	\$177,255	\$303,235

- Based on evaluations, supplier’s presentations, and considerations, the PSTA Selection Evaluation Committee is recommending a contract award to Clifton Larson Allen LLP.
 - PSTA staff will prepare the draft CAFR, notes to the financial statements, the Management Discussion and Analysis, and required supplementary information and statistical sections.
 - Clifton Larson Allen LLP shall express an opinion on the fair presentation of our financial statements in conformity with generally accepted accounting principles.
 - Clifton Larson Allen LLP will assist in preparation of the financial statements by consolidating and formatting the word and excel documents provided by PSTA staff.
 - Clifton Larson Allen LLP shall report on internal controls over financial reporting.
 - Clifton Larson Allen LLP shall conduct a financial and compliance examination Pursuant to OMB Circular A-133 with Report of Independent Accountants.
 - Clifton Larson Allen LLP shall prepare the Report of Independent Accountants on the National Transit Database.
 - Clifton Larson Allen LLP shall ensure that PSTA's Finance & Performance Management Committee is informed of each of the following:

- The auditor's responsibility under Generally Accepted Auditing Standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Disagreements with management
- Consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Significant written communications between the Auditor and Management
- Updates on potential new GASB Pronouncements and their effect on PSTA.

Fiscal Impact:

- The fiscal impact of a fixed three year cost \$210,500 with a total five year cost of \$359,000.

Recommendation:

- Recommend approval of a three year contract with the option for two one-year renewals with a total five year of cost \$359,000.

Attachments:

1. Contract

CONTRACT

AGREEMENT TO FURNISH FINANCIAL AUDIT AND RELATED SERVICES

THIS AGREEMENT is made on August 26, 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 CliftonLarsonAllen LLP (“Supplier”), with its principal place of business located at 1715 Westshore Boulevard, Suite 950, Tampa, FL 33607-3920 (collectively, the “Parties”).

WHEREAS, PSTA issued a Request for Proposal No. 15-014P for Financial Audits and Related Services (the "RFP") on June 25, 2015; and

WHEREAS, Supplier submitted a Proposal to the RFP on July 21, 2015 ("Supplier's Response"); and

WHEREAS, PSTA’s Board of Directors awarded the Contract to Supplier at its Board of Directors Meeting on August 26, 2015, and the Parties wish to set forth the terms and conditions of their agreement for an amount as listed in Exhibit “B” (the “ Contract Price”).

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

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. CONTRACT DOCUMENTS. The “Contract Documents” shall mean and refer to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), any and all Price Proposal(s) (attached hereto as **Exhibit B**), and Supplier’s Response to the RFP (attached hereto as **Exhibit C**). 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	Final Price Proposal
Exhibit C	Supplier’s Response

3. SCOPE OF SERVICES. Supplier, at the direction of PSTA, shall furnish Financial Audits and Related Services described and in accordance with the specifications, tasks, and scope of work set forth in the “RFP”. It is the sole responsibility of Supplier 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 with firm fixed pricing and may be renewed upon mutual written agreement of the Parties for up to two (2) additional one (1) year terms (each a "Renewal Term").

5. TERMS OF PERFORMANCE.

5.01 Representatives. Prior to the start of any work associated with the Services, the Supplier shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Supplier's representative. PSTA will advise Supplier in writing of its personnel who will represent PSTA in the administration of the Contract.

5.02 Non-exclusive Contract. PSTA specifically reserves the right to contract with other entities for the Services described in the Contract or for similar services if it deems, in its sole discretion, such action to be in PSTA's best interest.

5.03 Supplier Responsibility. Supplier 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 shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the description of the Services. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Supplier or purchased readymade from a source outside Supplier's company.

5.04 Compliance with Laws. Supplier 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 including, but not limited to all rules and regulations related to safety and compliance therewith. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract shall be construed as an oversight and shall not relieve Supplier of its obligations to comply with such laws fully and completely. Upon request, Supplier shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract and completion of the Services.

6. COMPENSATION.

In consideration of Supplier's faithful performance of the Services, PSTA agrees to pay Supplier at the annual amount and hourly rates set forth in Exhibit B.

6.01 Manner of Payment. Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the Supplier's dollar cost proposal. Interim billing shall cover a period of not less than a calendar month. The State of Florida Prompt Payment Act shall govern all payments.

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

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order:
3201 Scherer Drive

St. Petersburg, Florida 33716
Or E-Mail to : Accountspayable@psta.net

6.03 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.

7. MODIFICATION OF CONTRACT.

The Contract, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.

7.01 Changes To the Services. PSTA may at any time, by written order, make changes within the scope of work to be performed by Supplier under the Contract. However, no such written order shall serve to increase the Contract Price or to give Supplier 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, whether or not changed by the order, Supplier 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 Contract Price must be approved by PSTA's Board of Directors and Supplier 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 Supplier 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 Supplier to PSTA prior written consent by PSTA.

7.04 Representative. PSTA 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 does not serve to increase the Contract Total. Any instructions, written or oral, given to Supplier by someone other than the PSTA designated representative that represent a change in the Contract or any of its terms, will not be considered as an authorized change. Any action on the part of Supplier 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. Supplier 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 Supplier of any such claim. PSTA makes no warranty that

the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Supplier for any such claim brought against Supplier. If any invention, improvement, or discovery of the Supplier 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 Supplier agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Supplier 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. Supplier warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, money or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of Contract.

9. ASSIGNABILITY AND SUBCONTRACTING.

9.01 The terms and provisions of this Contract shall be binding upon PSTA and Supplier their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

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

9.03 Responsibility for Subcontractor. If Supplier's Subcontractor fails to perform in accordance with the terms of its subcontract, Supplier shall complete or pay to have completed the work which the Subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any of the Subcontractors, Supplier shall be directly and wholly responsible for the noncompliance and shall bear all attributable costs.

9.04 Assignment by PSTA. PSTA may assign its rights and obligations under this Contract 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.

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

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

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

10.02 Force Majeure. Supplier shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Supplier's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Supplier and its Subcontractor ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract.

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

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

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

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

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

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

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

11.05 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Supplier of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

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

12.01 Disputes. Disputes raised by the Supplier which are not resolved amicably by the Parties, shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Supplier mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Supplier shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Supplier and Supplier shall abide by the decision.

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

12.03 Rights and Remedies. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Supplier shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as it may be specifically agreed to in writing.

12.04 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Supplier all its reasonable attorneys' fees and 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 Supplier. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs,

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

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

14. INSURANCE

The Supplier must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior to the recommendations for award. Failure to provide insurance within a ten (10) day period following a determination or recommendation of the selected

Supplier may result in PSTA vacating the original determination or recommendation and proceeding with the recommendation of the next responsive, responsible Supplier.

Before beginning providing the requested Services, the Supplier 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 Supplier has Subcontractors perform any portion of the work in this Contract; either the Supplier shall name those Subcontractors as "additional insured" or each Subcontractor shall be required to have the same insurance requirements as the Supplier. Insurance must be maintained throughout the entire term of this Agreement. 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 Supplier to maintain insurance shall not extend deadlines. For projects with a "Completion Operation Exposure", the Supplier shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance" Any penalties and failure to perform assessments shall be imposed as if the Services 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 Supplier's receipt of notice of the award, the Supplier shall email properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If the Supplier has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Division shall recognize and honor such status. The Supplier may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Supplier's Excess Insurance Program. If the Supplier participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. The Supplier shall provide to PSTA's Purchasing/Risk Management Division, 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, in at its sole discretion, 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 PSTA, if requested by PSTA, Supplier shall, within thirty (30) days after receipt of a written request from PSTA, provide PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Supplier may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of the Supplier's Insurance shall not be construed as relieving the Supplier 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 Supplier not maintain the insurance coverage's required of this Contract, PSTA may either cancel or suspend delivery of goods or services as required by Supplier or, at its sole discretion, shall be authorized to purchase such coverage and charge the Supplier 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 Supplier is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Supplier, the Supplier has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by the Supplier occurs, or alternately find the Supplier to be in default and takes over the protective measures as needed.

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

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by Supplier 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 Supplier to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Supplier 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 Supplier and Supplier will ensure the compliance with any Subcontractors.

Service 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 Services with a Completed Operations exposure, are as follows:

Commercial General Liability Insurance: Including, but limited to, Independent Supplier, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, 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 Suppliers).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage

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 Services governed by this Agreement require the use of vehicles, the Supplier, prior to the commencement of the Services, 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 Supplier shall obtain Workers’ Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. The Supplier 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 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:

Recognizing that the Services governed by this Contract involves the furnishing of advice or services of a professional nature, the Supplier shall purchase and maintain throughout the life of the Supplier, 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 Supplier arising out of the Services 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 claims made basis, the Supplier 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. MISCELLANEOUS PROVISIONS

15.01 Access to Records

- a. Supplier agrees to provide PSTA, 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 Supplier which are directly pertinent to this Contract, for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Supplier 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 Supplier agrees to maintain same until PSTA, 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.

15.02 Reports and Record Retention

- a. Reports: Supplier agrees to provide to PSTA reports as requested.
- b. Record Retention: Supplier 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 these requested Services.

15.03 False or Fraudulent Statements and Claims

- a. Supplier 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, Supplier 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, Supplier 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 Supplier to the extent the federal government deems appropriate.

15.04 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.

15.05 Debarment and Suspension

Supplier 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 Supplier to submit the Certification Of Primary Supplier 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 Service 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, Supplier 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. Supplier shall submit with each request for payment a list of all subcontractors performing work under the Contract 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 Supplier or a Subcontractor that does not comply with this Section, or is not in compliance with the above-cited federal requirements.

15.06 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, Supplier 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, Supplier 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, Supplier 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. Supplier 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, Supplier 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, Supplier agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Supplier 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, Supplier 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, Supplier agrees to comply with any implementing requirements FTA may issue.

- iv. Supplier 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.

15.07 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any Services performed by Supplier on behalf of PSTA, Supplier shall: (a) keep and maintain all Public Records, as that term is defined in Chapter 119, Florida Statutes (Public Records”), that ordinarily and necessarily would be required by PSTA in order to perform the Services contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that PSTA would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to PSTA all Public Records in possession of the Supplier within thirty (30) days after termination of this Contract, however terminated and destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements and provide PSTA with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to PSTA in a format that is compatible with the information technology of PSTA. If Supplier does not comply with a Public Records request, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those Services in which Supplier is acting on behalf of PSTA.

15.08 Venue and Jurisdiction

The Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Supplier and PSTA consent to jurisdiction over them and agree that venue for any 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.

15.09 Entire Agreement

The Contract, 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.

15.10 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: Lou Emma Cromity
3201 Scherer Drive
St. Petersburg, FL 33716

To Supplier:

CliftonLarsonAllen
Attn: Andrew Laflin, CPA, Principal
1715 Westshore Boulevard, Suite 950
Tampa, FL 33607-3920

ACTION ITEM



3D: Trolley Agreements



- Action:**
- A. Approve Clearwater Jolley Trolley Agreement for FY 2016 with Jolley Trolley, Inc. at a Cost Not to Exceed \$190,201.
 - B. Approve North Coastal Trolley Agreement for FY 2016 with Jolley Trolley, Inc. at a Cost Not to Exceed \$122,752.
 - C. Approve Safety Harbor Trolley Agreement for FY 2016 with Jolley Trolley, Inc. at a Cost Not to Exceed \$30,226.
 - D. Approve Looper Trolley Service Agreement for FY 2016 with the Looper Group, Inc. at a Cost Not to Exceed \$140,000.
 - E. Approve Agreement with the City of St. Pete Beach and Treasure Island for Reimbursement Funds for Operation of the PSTA Suncoast Beach Trolley and DART Paratransit Services in FY2016.
 - F. Approve Central Avenue Trolley Agreement subsidized by St. Petersburg in amount of \$75,000 for FY2016.

Staff Resource: Sangita Land, Chief Compliance Officer

FINANCE & PERFORMANCE
MANAGEMENT

RENEWAL OF THE CLEARWATER JOLLEY TROLLEY AGREEMENT

Current Operation

- **Beach Service** – Operates seven days a week on Clearwater Beach, Island Estates, and Sand Key.
- **Spring Break** – Provides additional Trolley eight hours daily (up to 30 days) during peak Spring Break period.
- **Fares** – Clearwater Beach Jolley Trolley's fare structure is the same as PSTA.
- **2015 Ridership Year To Date (YTD)** – Ridership through July was 633,869 (Beach and Clearwater Marine Aquarium -CMA) and was up 62.3% from 2014. The current agreement expires September 30, 2015.

2015 Funding

- **No Increased Cost** – No increase is proposed in the Clearwater Beach service cost.
- **Total PSTA Subsidy** – Total combined PSTA subsidy request is \$190,201.

RENEWAL OF NORTH COUNTY (COASTAL) TROLLEY AGREEMENT

- **Six Funding Partners:**
 - The Clearwater Downtown Development Board
 - Cities of Dunedin, Tarpon Springs & Clearwater
 - Pinellas County (Palm Harbor)
 - PSTA
- **North County (Coastal) Service** – Route serves Clearwater Beach, Downtown Clearwater, Dunedin, Palm Harbor, and Tarpon Springs.
- **Service Days and Hours** - 10:00 AM – 12:00 AM, Friday and Saturday and 10:00 AM – 10:00 PM on Sunday.
- **Additional Trips** - 18 Weekly hours are programmed into the funding request but will only be scheduled if needed.
- **2014 Ridership** - Ridership was almost 48,065.
- **2015 Ridership YTD** – 43,312 (through July).

2015 Funding

- **Service Schedule** – Annual operating hours are the same as they were in FY 2015.
- **Hourly Rate** – Hourly rate of \$60.75.
- **PSTA Subsidy** – Jolley Trolley requests \$122,752. This level of funding is programmed in the 2016 budget.
- The current agreement expires September 30, 2015.

RENEWAL OF LOOPER TROLLEY AGREEMENT

- The Looper operates daily in downtown St. Petersburg providing service to many venues.
- The current agreement expires September 30, 2015.
- PSTA has provided an annual subsidy of \$140,000 annually since 2004. Other partners include the City of St. Petersburg, Florida Department of Transportation (FDOT), and various St. Petersburg business stakeholders.
- The Looper Group requests \$140,000 in funding for 2016.
- Ridership through June was approximately 42,393.

RENEWAL OF ST. PETE BEACH AND TREASURE ISLAND AGREEMENT

- For more than a decade, the Cities of Treasure Island and St. Pete Beach, both non-members of PSTA, have been paying PSTA approximately \$600,000 to operate the Suncoast Beach Trolley through their jurisdictions.
- The current agreement expires September 30, 2015.
- St. Pete Beach pays 67% of the Fixed Route Trolley Service and Treasure Island pays 33%.
- The new draft agreement is based on the Demand Response Service (DART) Paratransit data collected from October 1, 2014 to June 30, 2015, annualized to determine a yearly estimate, plus a 7% fixed route increase.
- Both the City of St. Pete Beach and Treasure Island City Councils will be reviewing the agreement for approval.
- The amount for FY 2016 is \$705,940 (FY 2015 amount was \$666,092).

RENEWAL OF SAFETY HARBOR AGREEMENT

- Two years ago Jolley Trolley developed a route for the Safety Harbor downtown business area that is similar to the North Coastal Jolley Trolley Route.
- The route travels from Safety Harbor Spa to Countryside Mall to Downtown Dunedin with a timed connection to the Coastal Route (operating on an hourly frequency, three days per week).
- PSTA previously secured FDOT grant funding from FDOT for 50% of the total cost for a three-year service development period starting July 1, 2014 (grant funds in the amount of \$40,000/year for three years).
- The other matching funds came from PSTA (approximately \$20,000/year), the City of Safety Harbor, and other partners (local businesses).
- Ridership through July was approximately 5,575.
- \$40,000 of FDOT funding shall be applied for FY 2016.
- Jolley Trolley and Safety Harbor request to continue the service for FY 2016 with a PSTA contribution of \$30,226 (which will again be matched by Safety Harbor and business partners).

RENEWAL OF CENTRAL AVENUE TROLLEY AGREEMENT

- Central Avenue Trolley operates between St. Petersburg's Pier to Pass-a-Grille.
- Agreement with St. Petersburg to provide a free and reduced fare zones.

- Complex Fare Structure:
 - Free fare zone from Pier to Baywalk
 - 50¢ cash fare zone from Baywalk to Grand Central Station
 - In FY 2015, St. Petersburg provided \$75,000 fare subsidy and has agreed to same amount for FY 2016.
-

Attachments:

1. PowerPoint



Pinellas Suncoast Transit Authority

Various Trolley Agreements August 2015

Going Forward

In December 2014, PSTA advised The Looper, Jolley Trolley, and all of the various funding partners that:

As part of our obligation to residents of Pinellas County and in connection with our receipt of federal funds, it is the PSTA Board's desire to continue to provide trolley services, but open the agreements for competitive bid (to ensure we obtain the best service available).

PSTA agreed via Letter of Intent to The Looper and Jolley Trolley to extend commitments through FY17 and to invite an open bid for FY18.

Funding Arrangements for PSTA Trolley Agreements

1. Downtown St. Pete Looper

- PSTA Pays \$140,000

2. Jolley Trolley Beach and Clearwater Marine Aquarium (CMA) Routes

- PSTA Pays \$190,201

3. Jolley Trolley Coastal Route

- PSTA Pays \$122,752
- Clearwater DDB Share Supported by Clearwater & PSTA

4. Jolley Trolley Safety Harbor Route

- PSTA Pays \$30,226
- Supported by 3 year FDOT grant, City of Safety Harbor and local businesses

5. Suncoast Beach Trolley

- St. Pete Beach & Treasure Island Pay \$705,940 (67/33% split)

6. Central Avenue Trolley

- St. Pete Pays \$75,000 Fare Buy-Down – No Pier Ridership



Jolley Trolley Beach & Clearwater Marine Aquarium (CMA) Routes

Beach Route

- Operates daily in Clearwater Beach, Island Estates and Sand Key
- Partnership with Jolley Trolley began in October 2009
- YTD ridership (thru July) is 135,982 (5% higher than 2014)

CMA Route

- Free, open to the public
- Link between CMA, Island Estates, Winter's Dolphin Tale Adventure and downtown Clearwater
- YTD ridership October 2014 through July 2015 was 497,887 (a 90.6% increase from 2014).

Jolley Trolley Beach & Clearwater Marine Aquarium (CMA) Routes

2014 Agreement

- PSTA paid \$181,963 (\$163K for Beach & \$18,963 for CMA Service)
- City of Clearwater paid \$163,000 for Beach Route

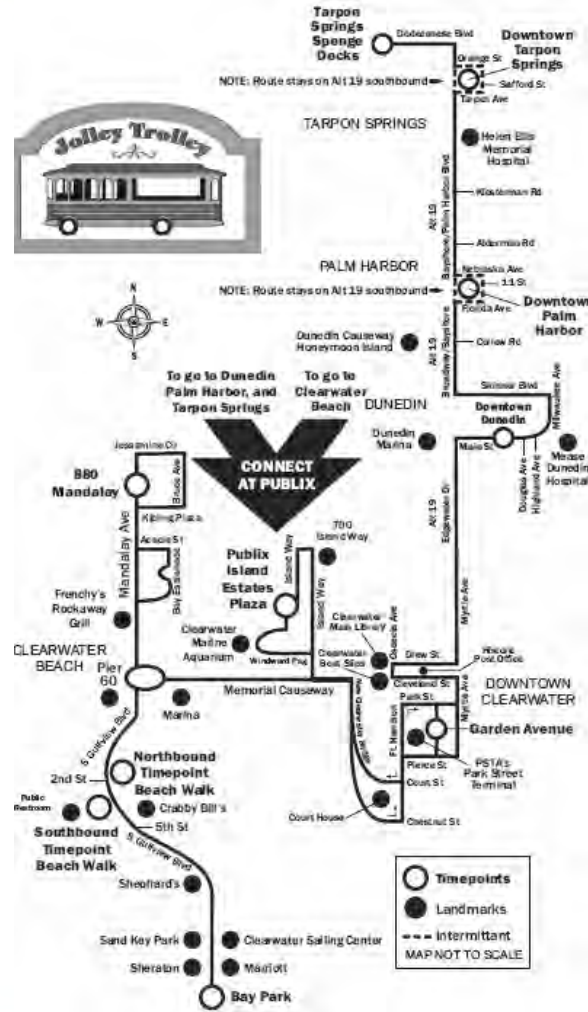
2015 Agreement

- PSTA pays \$190,201
- No increase in proposed City of Clearwater service cost (\$163,000)

Jolley Trolley North Coastal Route

- Started November 19, 2010 between Island Estates, downtown Clearwater, Dunedin, Palm Harbor and Tarpon Springs Friday, Saturday, & Sunday only.
- Last year, PSTA absorbed the extra cost of \$11,606 (FDOT Service and Development grant ran out). On that basis the partners have approved their continued participation. PSTA proposes to continue this arrangement and the partners have tentatively agreed on this basis.
- Annual operating hours are the same as FY15.
- Hourly rate increase to \$60.75.
- YTD ridership (thru July) is 43,312.

Jolley Trolley Coastal Route Map



Jolley Trolley Safety Harbor Route

- In 2013, Jolley Trolley and Safety Harbor developed a route for Safety Harbor downtown business area that is similar to the North Coastal Jolley Trolley Route.
- PSTA obtained FDOT grant funding for 50% of the total cost for a three-year service development period (grant funds in the amount of \$40,000/year for three years).
- PSTA and the City of Safety Harbor (along with some local businesses) match funds.
- Ridership through July was 5,575.

Looper Contract

- Trolley serves downtown St. Petersburg venues and the Pier daily
- Partnership with City of St. Petersburg, FDOT and various merchants
- PSTA has provided operating assistance since 2004
- Request for continued operating assistance is \$140,000 (same as FY2014)
- YTD ridership (thru June) 42,393.

Looper Map



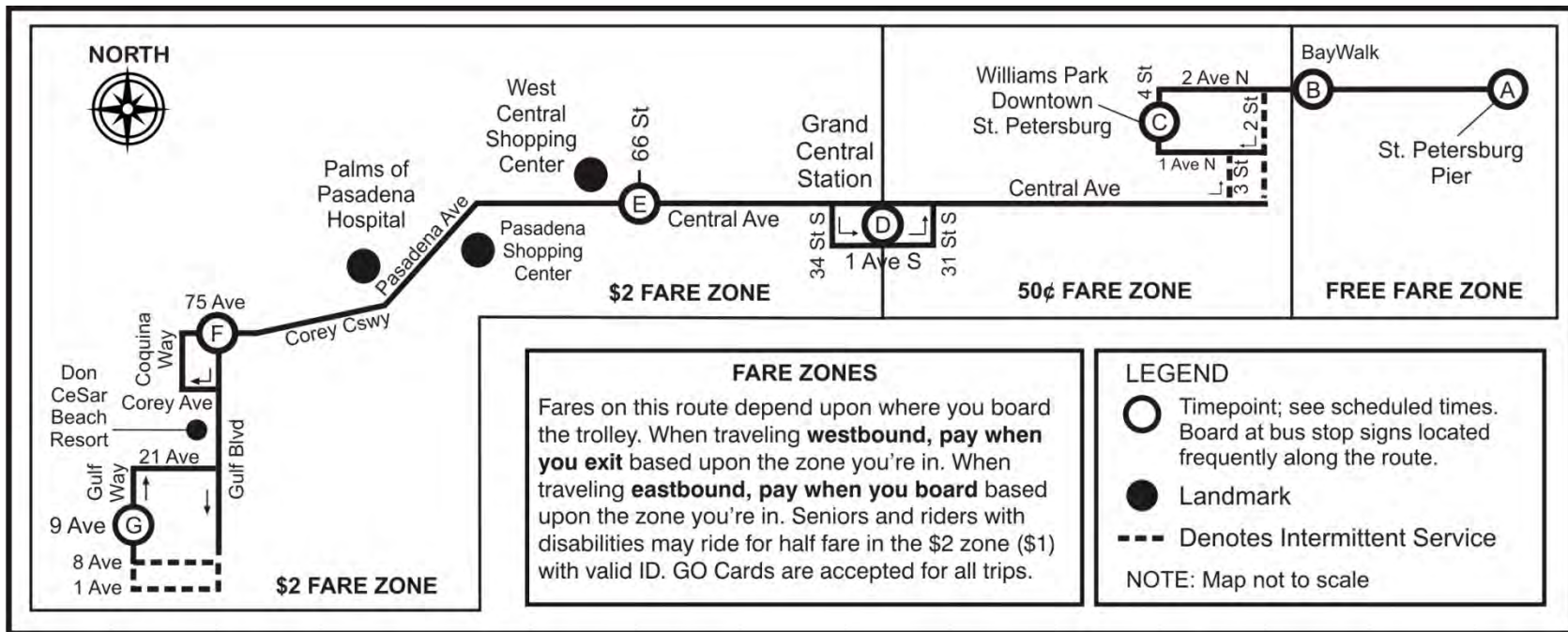
St. Pete Beach and Treasure Island Agreements

- Cities not in PSTA – Contract for Trolley & DART Services.
- The 2016 agreement amount is not to exceed \$705,940.
- SPB pays 66% & TI pays 33%. DART Costs allocated based on true allocation.
- New agreement is based on DART paratransit data collected from October 1, 2014 to June 30, 2014, annualized to determine yearly estimate, plus a 7% fixed route increase.

Central Avenue Trolley

- Central Avenue Trolley operates between St. Petersburg's Pier to Pass-a-Grille
- Agreement with St. Petersburg to provide a free and reduced fare zones
- Complex Fare Structure:
 - Free fare zone from Pier to Baywalk
 - 50¢ cash fare zone from Baywalk to Grand Central Station
- St. Petersburg provides \$75,000 fare subsidy
- YTD Ridership (thru July) 753,152 up 3.7% from last year with 27K more rides.

Central Avenue Trolley Map



Comments



ACTION ITEM



3E: Gillig Bus Purchase



Action: Approve the Purchase of Seven Replacement 2016 40-Foot Diesel Low Floor Buses, Technical Training, and Tooling from Gillig Corporation at a Total Not to Exceed Cost of \$3,600,000.

Staff Resource: Henry Lukasik, Director of Maintenance

FINANCE & PERFORMANCE
MANAGEMENT

Background:

- PSTA, along with other statewide transit agencies, continue to save money by joining together in a consortium-bus-buy program for the purchase of heavy-duty transit buses.
- In 2013, Orlando's LYNX was the lead agency in conducting the procurement solicitation process which has led to another five year contract with Gillig Corporation.
- In July 2015, PSTA took delivery of 13 additional 40' diesel electric hybrid buses with expected deployment by end of August 2015.
- PSTA is maintaining a strong hybrid-electric component within its overall fleet including 61 hybrid buses or 31% of the entire fleet. No hybrids will be eliminated for the next decade according to PSTA's new Fleet Plan.

Path Forward Changes

- **Commitment to Ongoing Capital Bus Replacement Plan** - PSTA will prioritize the replacement of buses as part of the Path Forward Strategic Plan.
- **Financial Sustainability** – The PSTA Board made the decision in May, 2015 to replace PSTA's oldest, highest-emission diesel buses with significantly lower-emission diesel buses with cleaner engine emission requirements, rather than continue purchasing significantly more expensive hybrid-electric buses.
- **Commitment to Sustainability**—PSTA will continue its ongoing commitment to sustainability by purchasing new buses with cleaner emission engines in addition to maintaining its existing hybrid electric bus fleet.

2016 Bus Purchase

- The total "turn-key" cost for the purchase of a 2016 40-foot clean diesel low floor bus is \$501,999 each with a total of \$3,513,993 for seven buses.

- PSTA is also requesting **\$18,400** for the purchase of 72 hours of technical training and **\$8,860** for the purchase of a multiplexing diagnostic test kit.
- The total cost for seven buses, technical training, and diagnostic test kit is **\$3,541,253**.

Fiscal Impact:

- Not to Exceed **\$3,600,000**.
- Bus purchases will be 100% federally funded by the Federal Transit Administration (FTA) grant funding and are included in the approved Capital Improvement Program (CIP).

Recommendation:

- Recommend approval to purchase seven replacement 2016 40-foot clean diesel low floor buses, technical training, and tooling from Gillig Corporation for a total not to exceed cost of **\$3,600,000**.
-

Attachments:

1. LYNX Contract ([CLICK TO PRINT/VIEW](#))
2. Cost Breakdown Spreadsheet ([CLICK TO PRINT/VIEW](#))

ACTION ITEM



3F: Riders Code of Conduct



Action: Recommend Approval of PSTA's Riders Code of Conduct

Staff Resource: Jeff Thompson, Dir. of Transportation
Alissa Kostyk, Social Media Coord.

FINANCE & PERFORMANCE
MANAGEMENT

Background:

- In an effort to develop and implement a Customer Code of Conduct (COC) for PSTA riders, PSTA staff compared COCs from other transit properties and presented a draft COC to the Transit Riders Advisory Committee (TRAC).
- Subsequently, a revised PSTA COC was presented at the next TRAC meeting on June, 16, 2015 with TRAC recommendations added.
- The COC has been amended to reflect recommendations from TRAC and an appeals process has been formulated for offenders of the COC for your approval and recommendation to the Board of Directors.

Fiscal Impact:

- PSTA will budget a small amount for marketing the new Riders COC.

Recommendation:

- Recommend approval of PSTA's Riders COC.
-

Attachments:

1. Code of Conduct

PSTA CUSTOMER CODE OF CONDUCT

For the safety and comfort of all persons, PSTA has established the following Code of Conduct for all customers on PSTA property using buses or facilities of PSTA.

The following behaviors and activities are prohibited:

1. Standing in front of the yellow standee line at the front of the bus near the driver's seat when the bus is in motion or distracting the Operator while driving.
2. Consumption or possession of any open food items or beverage containers on a bus.
3. Drinking alcoholic beverages or possessing open containers of alcoholic beverages.
4. Smoking or using electronic cigarettes **inside of any PSTA bus or other PSTA vehicle.**
5. Taking any pet (non-service animal) on a bus that is not in a secured pet carrier.
6. Refusing to fold or collapse carts and strollers on the bus and causing obstructions to walking lanes or blocking the aisle-ways.
7. Boarding or riding without attire in the form of tops, bottoms, and footwear on the bus.
8. Playing any radio, CD player, MP3, iPod, mobile phone or like device, unless the device is connected to an earphone that limits the sound to the hearing of the individual user.
9. Possession or transport of any flammable liquid, combustible material or other hazardous substance such as gasoline, kerosene, propane or batteries.
10. Any forms of panhandling, soliciting, littering and vandalism.
11. Engaging in disruptive, disturbing, or aggressive behavior including: indecent exposure, profanity, inebriation, and making remarks or engaging in behavior that is offensive or threatening in nature toward PSTA employees or customers; this includes all forms of fighting whether verbal or physical.
12. Engaging in discourteous behavior to PSTA employees and other customers including: loud conversations, rude and harassing comments or behavior, occupying more than one seat, not allowing another customer to occupy the next seat, hanging from the rails, putting feet on the seats, and acts which could be deemed as bio-hazardous to others.
13. Carrying, possessing, and brandishing weapons of any kind, whether real, fake, or close in resemblance.
14. Standing in front of the bus and thereby stopping or impeding the bus's intended lane of travel.
15. Roller-skating, roller-blading, skate boarding or any such related activity.
16. Blocking the aisle-ways on the bus with personal items. Personal items must be secured within seating area.
17. Refusing to show proper ID for reduced fare. Customers are encouraged to have fare and ID ready when boarding.
18. Unauthorized presence at a PSTA Facility, or PSTA Property after hours of operation.
19. Unauthorized use of a PSTA Facility or PSTA Property for non-transportation related purposes.
20. Selling of goods or services on PSTA Property without permission or grant of a concession by PSTA.

CODE OF CONDUCT APPEALS PROCESS

CODE OF CONDUCT INFRACTIONS

- Failure to comply with PSTA’s Customer Code of Conduct may be cause for a short or long-term “Suspension” for the customer. Suspensions shall be administered by PSTA officials.
- Failure to comply with local laws on a PSTA vehicle or at a PSTA facility may result in a “Trespass” being issued by local Law Enforcement.
- Issued “Suspensions” and “Trespasses” shall result in the immediate restriction of a person’s privileges and ability to enter PSTA’s property, facilities and use the transit system.

NOTICE OF SUSPENSION

An individual who is suspended from the system will not be entitled to a refund of unused fare media that may expire during the time of his/her suspension. Notice of suspensions will be made in writing to the person suspended and shall specify both the violation and terms of the suspension. Failure to comply with the terms of a PSTA issued suspension may be grounds for additional suspension time.

APPEAL OF SUSPENSIONS

Those who feel they have been unfairly suspended shall have the opportunity to contest their suspension. The aggrieved party must appeal the suspension by filing an appeal to the PSTA Suspension Appeal Committee. All details concerning the appeals process will be provided on the back of the suspension notice. A person may appeal the suspension and request a review of the suspension notice by submitting a request to PSTA within ten (10) calendar days after receipt of the suspension notice.

SUSPENSION COMMITTEE AND HEARINGS

The PSTA Suspension Appeal Committee shall be comprised of five (5) voting members from the following groups of PSTA employees:

- PSTA Director/Superintendent of Transportation or designee;
- PSTA Superintendent of Customer Service or designee;
- PSTA Safety, Security and Training Supervisors (one or more);
- PSTA Transportation Supervisors (one or more).

Three (3) members of the committee shall constitute a quorum. Appeals will be decided by a majority.

A suspended person may request an in-person hearing before the Suspension Committee or, in lieu of appearing before the Suspension Committee, may submit a written appeal and any documents they feel are relevant for the Suspension Appeal Committee to review.

FINAL DECISION

The PSTA Suspension Appeal Committee shall endeavor to render a decision in twenty (20) business days or less from the date on which the suspension was reviewed, and shall state the reasons for denial, rescission or modification, if applicable, to the person making the appeal. The Committee’s decision shall be the final determination in the matter.



Rules of the Road Marketing Campaign (New Passenger Code of Conduct)

Transit Riders Advisory Committee
August 18, 2015

Finance & Performance Management Meeting
August 19, 2015

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



Rules of the Road

- Transportation staff worked with TRAC to develop a comprehensive Code of Conduct, so riders will know the rules that apply to them while riding the bus, or using a PSTA facility.
- It is believed that having a published list of prohibited behaviors will give Bus Operators greater authority to enforce the rules, and having a consequence for non-compliance will encourage riders to follow the rules.



Marketing Goal

- To introduce the tenets of the code of conduct in a **Rules of the Road** campaign that is *informative* and *interesting* using sound *storytelling* and *compelling graphics*.



Storyline

- The campaign will follow fictional characters – Ricky, Riley, Rebecca, and Rob - who demonstrate the Rules of the Road in a series of four videos.
- Ricky's story will talk about not eating or drinking on the bus, not wearing rollerblades, wearing shirt and shoes, and using headphones with electronics.

Storytelling



Video Series Story Board



This is Ricky. He's headed to Downtown St. Pete tonight for a concert.



Ricky knows that PSTA buses and trolleys will get him downtown, to the concert, and even to his favorite pizza place later for a snack. Ricky also knows that when riding the bus, there are rules of the road.



Video Series Story Board



He knows not to bring any open food or drinks or alcohol on the bus



Ricky knows that roller blades and buses don't mix.



Video Series Story Board



Well, looks like Ricky is all ready to board the bus.

Before you go, make sure you turn down the tunes. We love your music....just not sure everyone else does.



Ricky knows the Rules of the Road. Do you?

Learn more at PSTA.net/rulesoftheroad.



Additional Elements



Interior Bus Poster



News Media



Brochure



Social Media



Web Page



Rules of the Road



ACTION ITEM

3G: Bus Advertising Contract/Policy



Action: A. Approve Resolution #15-04 to Repeal Resolution #99-01

B. Approve Bus Advertising Policy

C. Recommend Approval of a Three Year Contract with the Option for Two One-Year Renewals with Direct Media USA for a Total Five Year Minimum Guarantee of \$2,700,000.

Staff Resource: Cyndi Raskin-Schmitt, Dir. of Comm.
LouEmma Cromity, Dir. of Procurement

**FINANCE & PERFORMANCE
MANAGEMENT**

A. Resolution #15-04

Background:

- PSTA's bus advertising program is currently governed by Board Resolution #99-01. The new Resolution #15-04 repeals Resolution #99-01 and replaces it with the new Bus Advertising Policy.
- The Bus Advertising Policy would be maintained by the PSTA Marketing Department, but any future changes would be subject to Board review and approval.

B. Bus Advertising Policy

Background:

- A PSTA Board of Directors resolution from 1999 restricts bus advertising to strictly commercial messages and prohibits several categories of advertising content.
- Expanding the permissible advertising content has the potential for increased advertising revenue.
- The new proposed Bus Advertising Policy allows advertising by governmental entities with messages that further their functions, objectives and/or public responsibilities.

C. Transit Advertising Contract

Background:

- PSTA used an outside firm to handle its bus advertising sales until around 2000, when bus advertising was brought in-house to be run by PSTA's Marketing staff. In June 2014, a part time sales representative was hired in the effort to boost sales. While this has been a success, outsourcing the program to a firm that specializes in

this type of advertising business has the potential to significantly increase the revenues generated.

- The Procurement Division, in concert with the Marketing Department, developed and released a Request For Proposal (RFP) for Transit Advertising Services. The RFP was sent to over fifteen suppliers directly and was posted on PSTA’s Procurement website, Demandstar and advertised in Transit Talent.
- As a result of this solicitation, the below five suppliers responded to the RFP:

Advertising Vehicles Cincinnati, OH	Direct Media USA Hingham, MA
Blackjack Media Group Hudson, FL	Bully Wraps, LLC Port Richey, FL
Signal Outdoors Roswell, GA	

- The below are the proposed three-year minimum guarantees, based upon the requirements contained in the RFP, submitted by each supplier.

PROPOSAL SUMMARY

Supplier	Three Year Without Policy Change	Three Year Add Government	Three Year With Policy Change
Advertising Vehicles	\$1,110,000	\$62,400	\$1,172,400
Blackjack Media Group	\$434,000	\$6,000	\$440,000
Bully Wraps, LLC	\$722,990	\$32,000	\$754,990
Direct Media USA	\$1,350,000	\$125,000	\$1,475,000
Signal Outdoors	\$973,000	\$17,000	\$990,00

% of Revenue Paid to PSTA			
Supplier	Year 1	Year 2	Year 3
Advertising Vehicles	58%	58%	58%
Blackjack Media Group	40%	45%	50%
Bully Wraps, LLC	26%	28%	29%
Direct Media USA	63%	63%	63%
Signal Outdoors	61%	61%	62%

- A Selection Committee comprised of PSTA management staff members evaluated each of the proposals. Through final supplier presentations Direct Media USA was selected to provide this service to PSTA.
- Direct Media USA will provide this service under contractual terms of three years with the option to extend for two one-year renewals.
- Through successful negotiations, PSTA will receive 63% of gross revenue for sales exceeding the minimum guarantee. PSTA was able to secure the minimum guarantee for the first year of \$425,000, of which 50% will be paid at contract execution and thereafter in advance semiannually with a true up at the end of each contract year. If the Board approves the request for a policy change for Governmental advertisements, a total of \$25,000 will be added to the minimum guarantee in each year.

Fiscal Impact:

- The minimum guarantee is reflected in the FY 2016 budget and will be added to subsequent years' budgets.

Recommendation ("A"):

- Approve Resolution #15-04 to Repeal Resolution #99-01

Fiscal Impact:

- No Fiscal Impact

Recommendation ("B"):

- Approve Bus Advertising Policy

Fiscal Impact:

- Minimum increase in the revenue budget of \$25,000

Recommendation ("C"):

- Approve the three year Transit Advertising Services contract with Direct Media USA with the option to extend two one-year renewals.

Fiscal Impact:

- An addition of \$1,475,000 in revenue (with the requested policy change) over the three year contractual life and with the option to extend for a total of five years, total additional revenue of \$2,700,000 (with the policy change) will be realized.

Attachments:

1. Resolutions #99-01 and #15-04
2. Bus Advertising Policy
3. Contract



RESOLUTION # 15-04

A RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY BOARD OF DIRECTORS REPEALING RESOLUTION #99-01 ADOPTING STANDARDS APPLICABLE TO ADVERTISEMENTS ON THE EXTERIOR AND INTERIOR OF PINELLAS SUNCOAST TRANSIT AUTHORITY BUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Pinellas Suncoast Transit Authority (PSTA) Board of Directors has approved Resolution #99-01 adopting advertising standards for advertisements placed on the exterior and interior of PSTA's Buses;

WHEREAS, the PSTA Board of Directors desires to repeal that Resolution to be replaced with a PSTA advertising policy that shall be approved by PSTA's CEO and administered by the PSTA Marketing Staff.

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

1. Resolution #99-01 is hereby repealed.
2. PSTA's CEO shall implement an advertising policy applicable to advertisements placed on the exterior and interior of PSTA's buses, which shall be administered by PSTA's Marketing Staff.
3. This Resolution shall take effect immediately upon its adoption.

Dated this 26 day of August, 2015

ATTEST:

PINELLAS SUNCOAST TRANSIT AUTHORITY
PINELLAS COUNTY, FLORIDA

Janet C. Long
Secretary-Treasurer

William C. Jonson
Chairperson

DATE: August 26, 2015

APPROVED AS TO FORM:

Alan S. Zimmet
PSTA General Counsel

PSTA POLICY 22
BUS ADVERTISING

A. PURPOSE

This Policy applies to the posting of all new advertisements on the exterior and interior of PSTA's transit vehicles on or after the effective date hereof.

1. The advertising space on PSTA's transit vehicles constitutes a non-public forum. PSTA's acceptance of transit advertising will not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public transportation, PSTA does not intend its acceptance of transit advertising to permit its transit vehicles to be used as open public forums for public discourse and debate.
2. PSTA's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its transit operations, while minimizing the chances of abuse and appearance of favoritism. In furtherance of that discreet and limited objective, PSTA will retain strict control over the nature of the advertisements accepted for posting on or in its transit vehicles and will maintain its advertising space as a nonpublic forum.

B. SCOPE

This policy applies to the posting of all new advertisements on PSTA's transit vehicles on or after the effective date hereof. PSTA shall maintain a position of neutrality on political, religious, and other non-commercial issues.

C. GUIDELINES

The Chief Executive Officer, or his designee, and PSTA's bus advertising contractor(s) shall reject advertising that does not comply with the standards set forth herein.

1. The subject matter of all on-bus advertising shall be limited to either: (1) Commercial Advertisements; or (2) Governmental Entity Public Service Announcements.
2. "Commercial Advertisement" shall mean an advertisement that solely proposes a commercial transaction related to the economic interest of the advertiser and his or her audience. Non-commercial advertisements that add an offer to purchase some item containing a non-commercial message are not permitted pursuant to this policy.
3. "Governmental Entity Public Service Announcements" are announcements or information provided by any governmental entity or governmental agency in furtherance of such governmental entities' or agencies' functions, objectives and/or public responsibilities. A governmental entity is a state, county or municipality or any agency, department, commission, authority, or board created for the purpose of carrying out any functions of the state, county or

municipality or any other entity statutorily created or created pursuant to a statutorily authorized process, such as special districts or the like to carryout, implement or monitor any governmental function whether it be proprietary, regulatory, administrative, educational or otherwise related to the public health, safety or welfare.

4. The following standards for advertising on the exterior or interior of PSTA’s transit vehicles is hereby adopted and advertising copy may be not displayed which:
 - a) Is false, misleading, libelous, or deceptive;
 - b) Relates to an illegal activity;
 - c) Is explicit sexual material, or obscene material, or material harmful to minors as these terms are defined in Chapter 847, Florida Statutes;
 - d) Advertises alcohol or tobacco products;
 - e) Depicts violence;
 - f) Includes language which is obscene, vulgar, profane, or scatological;
 - g) Promotes a commercial transaction that is expressly prohibited by federal state, or local law or regulations;
 - h) Presents a clear and present danger of causing riot, disorder, or other immediate threat to public safety, peace, or order.
5. Any person, firm, or corporation who believes that he, she, or it is aggrieved by the failure or refusal of advertising material to be placed on any PSTA vehicles shall have the right to appeal such refusal to the Chief Executive Officer. Such decision shall be final and binding upon all parties. In determining whether the ads or proposed ads comply with this policy, the Chief Executive Officer shall make his determination based upon commonly used and understood English language definitions and inferences which can be drawn from the material in question.

D. POLICY ADMINISTRATION

The overall administration of this policy will rest with the Director of Communications.

Chief Executive Officer

Date

Adopted:

CONTRACT

AGREEMENT TO FURNISH TRANSIT ADVERTISING SERVICES

THIS AGREEMENT is made on August 26, 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 Direct Media Inc. ("Contractor"), a registered foreign corporation with its principal place of business located at 72 Sharp Street, Unit C-12 Hingham, MA 02043 (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 15-017P for Transit Advertising Services on June 18, 2015 (the "RFP"); and

WHEREAS, Contractor submitted a Proposal to PSTA's RFP on July 20, 2015 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded the contract to Contractor at its Board of Directors Meeting on August 26, 2015, and the Parties wish to set forth the terms and conditions of their agreement.

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

- 1. RECITALS.** The above recitals are true and correct and incorporated herein by reference.
- 2. CONTRACT DOCUMENTS.** The "Contract Documents" shall mean and refer to this Agreement, the RFP together with all exhibits attached thereto including all duly executed and issued addenda (collectively, referred to herein as the "RFP" and attached hereto as Exhibit A), Contractor's Best and Final Offer (attached hereto as Exhibit B) and Contractor's Response to the RFP (attached hereto as Exhibit C). 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 Best and Final Offer
Exhibit C Contractor's Response
- 3. SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall furnish Transit Advertising Services described and in accordance with the specifications, and scope of work set forth in the RFP (the "Services"). It is the sole responsibility of Contractor to read the specifications and understand them. Contractor agrees to provide the Services in accordance with PSTA's Bus Advertising Policy and Procedures, as amended from time to time, a copy of which has been furnished to the Contractor and which is incorporated herein by reference.
- 4. TRANSITION/CARRYOVER OF ADVERTISING CONTRACTS.** If upon termination or expiration of this Agreement and any Renewal Term(s), the Contractor is not immediately awarded a subsequent

agreement or Renewal Term with PSTA, PSTA shall include in its contract with the successor company, if any, a requirement that such firm pay to Contractor fifteen percent (15%) of the net billing of any assigned Carryover Contracts for a period of six (6) months after the expiration of this Contract. For purposes of this section, a "Carryover Contract" means any advertising contract between Contractor and a third party for advertising on PSTA buses or vehicles that extends beyond the termination or expiration of this Agreement.

- 5. **THIRD PARTY OBLIGATIONS.** Contractor shall be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement. Contractor shall pay directly such parties for all amounts due under said arrangement. Contractor shall indemnify and hold PSTA harmless from any and all claims and liabilities arising from any third party contracts. Contractor shall exert its best efforts to prevent any loss to PSTA from the failure of improper performance of any third party.
- 6. **EFFECTIVE DATE AND TERM OF CONTRACT.** This Agreement shall become effective and commence on September 1, 2015 ("Effective Date") and shall remain in effect for three (3) years ("Initial Term"), 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").
- 7. **PAYMENT FOR ADVERTISING SPACE.** Contractor shall submit payment to PSTA for advertisement space as follows:

A minimum yearly guarantee shall be paid to PSTA during year of this Agreement as shown below. The minimum guarantee shall be paid by the Contractor to PSTA in advance for the following six (6) months throughout the Initial Term and any Renewal Term. At the execution of this Agreement, Contractor shall pay PSTA fifty percent of the minimum guarantee for year one. Below are the minimum guarantees:

- a. Year One \$450,000
- b. Year Two \$500,000
- c. Year Three \$525,000
- d. Option Year Four \$575,000
- e. Option Year Five \$650,000

Contractor shall submit payment to PSTA in an amount equal to sixty three percent (63%) of Contractor's gross revenue for any one year during the Initial Term or the minimum guarantee, whichever is greater. Contractor shall submit payment to PSTA in an amount equal to sixty five percent (65%) of Contractor's gross revenue for each year during any Renewal Term, or the minimum guarantee whichever is greater. A reconciliation of the payment due based on the applicable percentage of Contractor's gross revenue and the minimum guarantee paid, shall be performed by Contractor within thirty (30) days of the end of any year during the Initial Term or any Renewal Term. Contractor shall submit to PSTA any additional compensation due PSTA above the minimum guarantee within fifteen (15) days after completion of the reconciliation, along with a copy of the reconciliation.

Contractor's gross revenue share payments to PSTA set forth above shall be based upon gross payments to Contractor less actual production costs in accordance with industry standards

pertaining to revenue share payments. Production costs and sales contract information shall be submitted to and approved by PSTA prior to installation of advertisements.

8. TERMS OF PERFORMANCE.

8.01 Representatives. Prior to the start of any work associated with the Services, Contractor 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 and email addresses) of Contractor's representative. PSTA's representatives shall be the Director of Communications, Director of Procurement, Chief Financial Officer or Chief Executive Officer, who shall have management responsibility for the Contract Documents. Contractor's designated representatives shall communicate only with PSTA's designated representatives to act on technical matters and resolve problems with Services. PSTA's representatives do not have the authority to approve a modification to the Contract Documents.

8.02 Exclusive right to Sell. Contractor shall have the exclusive right to sell advertising on buses and transit vehicles owned or operated by PSTA. However, PSTA specifically reserves the right to contract with other entities for advertising that is not on buses or transit vehicles if it deems, in its sole discretion, such action to be in PSTA's best interest.

8.03 Reviews. Throughout the entire term of this Agreement, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor's work periodically without prior notice to monitor Contractor's work.

8.04 Contractor Responsibility. Contractor 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 Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor's company.

8.05 Compliance with Laws. Contractor 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 Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract Documents.

8.06 Release of Information/Promotional Materials. Before releasing any public press releases, including reports or promotional materials, prepared in connection with this Agreement, Contractor shall provide a copy to PSTA's Director of Communications or designated agent for review and approval prior to release of said documents.

8.07 *Time for Performance.* Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory accomplishment of the Contractor's obligations under this Agreement. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.

9. WARRANTIES AND COVENANTS.

9.01 *Patent, Trademark, Copyright, and Trade Secret.* Contractor 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 Contractor 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 Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor 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 Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor 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.

9.02 *Covenants against Gratuities.* Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, money, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of contract.

10. LIMITATION ON DAMAGES. In no event will PSTA be liable to the Contractor for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not PSTA has been advised of the possibility of such damage.

11. ASSIGN ABILITY AND SUBCONTRACTING. The terms and provisions of the Contract shall be binding upon PSTA and Contractor their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

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

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

11.03 *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.

12. DELAY IN PERFORMANCE/FORCE MAJEURE.

12.01 *Time of the Essence.* The timely receipt of services and deliveries to PSTA is essential.

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

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

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

13. TERMINATION OF CONTRACT. This Agreement may be terminated with or without cause in accordance with the provisions below.

13.01 *Without Cause.* For and in consideration of \$10.00 if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause or without penalty upon thirty (30) days' written notice to Contractor. If PSTA terminates this Agreement pursuant to this

subsection, Contractor shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.

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

13.03 *Re-procurement.* Should this Agreement be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Contractor in addition to any and all other compensatory, incidental, special, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise.

13.04 *Waiver of Remedies for any Breach.* In the event that PSTA elects to waive its remedies for any breach by Contractor 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.

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

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

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

14.03 *Delays.* If the Contractor is delayed in performing the work by a cause beyond its control, within ten (10) days upon receiving such knowledge, the Contractor 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 Contractor within ten (10) days in writing. The Contractor 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 Contractor must provide waivers of any and all claims and liens from the Contractor and any and all subcontractors or materialmen. 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, materialmen, or suppliers from final payment to the Contractor.

14.04 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 Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, 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.

14.05 Attorneys' Fees. In the event of legal action or other proceeding arising under this Contract, PSTA shall be entitled to recover from Contractor 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 Contractor. 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, Supplier 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.

15. INDEMNIFICATION.

15.01 Indemnification. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including but not limited to any claims, damages, actions, causes of action and suits in equity arising out of any action or omission of Contractor taken pursuant to this Agreement to accept, reject, place, or not place advertising or in any other way control advertising material, display, art or copy, and further including any claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Contract, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this

Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

16. INSURANCE.

16.01 *Insurance.* The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior to the Effective Date. Failure to provide insurance within a ten (10) day period following award of the RFP may result in PSTA vacating the original determination proceeding with the recommendation of the next responsive, responsible proposer.

Before beginning work on the Project (including pre-staging personal and material), the Contractor 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 the Contractor has Subcontractors perform any portion of the work in the Contract Documents; either the Contractor shall name those Subcontractors as "additional insured" or each Subcontractor shall be required to have the same insurance requirements as the Contractor. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of this Agreement. For projects with a "Completion Operation Exposure", the Contractor 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. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If the Contractor 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 Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program. If the Contractor 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 Contractor shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the PSTA, if requested by the PSTA, Contractor shall, within thirty (30) days after receipt of a written request from the PSTA, provide the PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Contractor 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 Contractor's Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation and Professional Liability coverage.

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

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

The insurance provided by Contractor 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 Contractor.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Contractor 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 Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

Waivers.

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

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

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

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) (iii) Blanket Contractual Liability
- (iv) (iv) Personal Injury Liability
- (v) (v) Expanded Definition of Property Damage
- (vi) \$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 Agreement. In addition, the period for which claims may be reported should extend for a minimum of four (4) years following the expiration of this Agreement.

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

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

This policy should not be subject to any aggregate limit.

Workers' Compensation Insurance. Prior to beginning work, the Contractor shall obtain Workers' Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. The Contractor 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 Agreement involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain throughout the life of this Agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this Agreement.

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 Contractor agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least three (3) years following the conclusion of this Agreement, or purchase an extended claims reporting period of three (3) years following the expiration of this contract.

17. MISCELLANEOUS PROVISIONS.

17.01 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor 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, Tampa Division.

17.02 *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.

17.03 *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 Contractor:

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 17.03.

17.04 *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.

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

17.06 *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.

17.07 *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.

CONTRACTOR:

PSTA:

By: _____

By: _____

Brad Miller, CEO

Print Name: _____

Title: _____

WITNESS:

Approved as to form:

By: _____

By: _____

Alan S. Zimmet, General Counsel

INFORMATION ITEM

4A: Fare Structure Recommendations



Action: Information Item

Staff Resource: Cassandra Borchers, Chief Dev. Officer
Rita Hoffman, Statistical Data Manager

**FINANCE & PERFORMANCE
MANAGEMENT**

Background:

- In July 2014, PSTA began the process by which fare policy changes would occur by codifying the existing fare structure and pricing.
- This was the first step in preparing for new regional fare collection technology (Smart Card/Mobile App) and pricing changes related to a long term financial plan.
- Today, PSTA is projecting long term budget shortfalls related to rising costs, slow growth in traditional revenues and needed bus replacements.
- With the policy decisions to use reserves to buy replacements buses while minimizing service cuts, the adopted Path Forward Strategic Plan requires PSTA to maximize revenue sources already available to PSTA in the context of the FY 2016 Budget.
- One key revenue stream which must grow consistently over the long-term for PSTA to maintain quality service for its customers is its passenger fares. This does not mean all customers must individually pay more. It simply recognizes the total value of this revenue stream to all transit agencies in the United States including PSTA.
- Other board decisions related to a five-year balanced budget include Administrative Cuts, Outsourcing Advertising, Maximizing Ad Valorem Revenue, and Service Redesign Options.

Summary:

- PSTA staff is recommending two adjustments to the passenger Fares:
 - **Simplify the Fare Structure**, reducing the number of fare types and making it easier for customers to get the best value option for their transportation needs.
 - **Increase fares** modestly to generate an overall increase in fare revenue to PSTA.

- **Simplify:** PSTA staff is recommending a streamlined matrix of fare products to replace the nearly two dozen types of fares:
 - Three categories of fare types: Regular, Reduced, and Regional.
 - Five duration periods: 1-ride, 1-day, 3-day, 7-day, and 31-day
 - This includes the elimination of some current pass types in function or duration.
- **Increase:** The base one-ride fare is recommended to be increased from the current \$2.00 to \$2.25 with the multi-ride/days passes increasing proportionately in cost.
- The enormous discount on PSTA's Transportation Disadvantaged (TD) Monthly pass is recommended for a slight reduction from the current 87% discount to an 84% discount with the monthly pass cost for low-income individuals therefore increasing to \$11.00 per month from the current \$8.25. Low-income customers will still have the choice to purchase a 7-day pass for \$5 which is consistent with the current 10-day (non-consecutive) TD fare product.
- Options for changes to the TD program pricing have been discussed with the Metropolitan Planning Organization (MPO) Local Coordinating Board (LCB).
- In addition to marketing the changes and opportunities for public comment through newspaper advertisements, on-board notices and web/social media, public engagement opportunities will include:
 - Public Workshops:
 - East Lake Library – August 10, 2015 at 10:00 AM – 12:00 PM
 - Seminole Library – August 11, 2015 at 2:30 PM - 4:30 PM
 - Pinellas Park Library – August 17, 2015 at 10:00 AM -12:00 PM
 - PSTA Administrative Offices – August 18, 2015 at 5:30 PM -7:30 PM
 - Gladden Park Recreation Center – August 20, 2015 5:00 PM-7:00 PM (NEW)
 - Tarpon Springs Recreation Center – August 24, 2015 at 11:00 AM
 - Three additional Workshops to be scheduled in September (NEW)
 - Other public meeting opportunities to provide comment:
 - Pinellas MPO LCB – August 18, 2015 at 10:00 AM
 - PSTA Transit Riders Advisory Committee (TRAC) – August 18, 2015 4:00 PM
 - PSTA Planning Committee – August 19, 2015 at 10:30 AM
 - Pinellas MPO Citizens Advisory Committee (CAC) – August 27, 2015 at 7:00 PM

- Public Hearing:
 - PSTA Board Room – September 9, 2015 at 6:00 PM

Fiscal Impact:

- Changing PSTA's fare structure only will have a negligible effect on revenues (revenue neutral).
- Changing PSTA's fare structure and fares as recommended by staff will increase fare revenue by 15% ~ \$1 million per year (FY 2016 budget assumption).

Recommendation:

- Staff will recommend approval of two fare policy changes to be effective in concert with the Phase I Route Redesign on October 11, 2015:
 - Structure change to matrix of fare options
 - Pricing changes to achieve 15% increase in realized revenue
-

Attachments:

1. Updates to Proposed FY 2016 Budget
2. Operating Budget Projections with no Millage Increase
3. PowerPoint

PINELLAS SUNCOAST TRANSIT AUTHORITY
Updates to Proposed FY 2016 Budget

Description	FY 2016 Proposed Operating Budget 6/19/2015	FY 2016 Proposed Operating Budget 8/19/2015	Change in Proposed Operating Budget
Operating Revenues	\$ 67,940,142	\$ 67,946,551	6,409
Operating Expenses	\$ 65,029,287	\$ 63,888,607	(1,140,680)
Surplus / (Deficit)	\$ 2,910,855	\$ 4,057,944	1,147,089
Contribution to Capital Reserves	\$ (2,910,855)	\$ (4,057,944)	1,147,089
Ad Valorem Adjustment		(1,009,260)	
		(3,048,684)	
Contributing Factors to the Improvement			Savings/(Additional Costs)
Revised Fuel Average Price of \$1.88 down from \$2.40			\$ 1,249,210
Miscellaneous			(102,121)
Total Changes to the Proposed Budget			\$ 1,147,089

MAJOR ASSUMPTIONS INCLUDED IN THE BUDGET

Outsourcing of Advertising	\$ 300,000	Revenue Increase
Service Redesign	(930,000)	Cost Savings
Fare Adjustments	1,054,000	Revenue Increase
Ad Valorem Tax Rate at .75 Cap	1,009,260	Revenue Increase

Pinellas Suncoast Transit Authority
Operating Budget Projections with no Millage Increase
FY 2015 - 2023

Line	FY 2015 Projected	FY 2016 Revised	FY 2017 Revised	FY 2018 Revised	FY 2019 Revised	FY 2020 Revised	FY 2021 Revised	FY 2022 Revised	FY 2023 Revised
1 Operating Reserves - Beginning Year	\$ 16,972,411	\$ 12,897,881	\$ 16,408,976	\$ 17,669,266	\$ 17,860,966	\$ 15,535,247	\$ 7,044,539	\$ (7,686,012)	\$ (21,986,956)
Operating Revenues									
2 Operating Revenue	\$ 14,887,864	\$ 16,149,076	\$ 16,228,578	\$ 16,301,677	\$ 16,377,371	\$ 16,455,755	\$ 16,536,927	\$ 16,620,991	\$ 16,708,053
3 Property Tax	\$ 35,355,160	\$ 37,808,440	\$ 39,245,161	\$ 40,736,477	\$ 42,080,781	\$ 43,469,447	\$ 44,903,939	\$ 46,385,769	\$ 47,916,499
4 State Operating Grants	\$ 7,367,460	\$ 7,418,284	\$ 7,545,878	\$ 7,675,667	\$ 7,807,688	\$ 7,941,980	\$ 8,078,582	\$ 8,217,534	\$ 8,358,876
5 Federal Operating Grants	\$ 5,573,950	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491
6 Total Operating Revenues	\$ 63,184,434	\$ 66,937,291	\$ 68,581,108	\$ 70,275,312	\$ 71,827,331	\$ 73,428,673	\$ 75,080,939	\$ 76,785,785	\$ 78,544,919
Operating Expenses									
7 Operating Expenses	\$ 62,697,574	\$ 63,888,607	\$ 66,830,502	\$ 69,618,882	\$ 72,536,711	\$ 75,590,711	\$ 78,753,047	\$ 82,063,570	\$ 85,530,071
8 Non-Federal/State Capital Expenses									
9 Total Operating Expenses	\$ 62,697,574	\$ 63,888,607	\$ 66,830,502	\$ 69,618,882	\$ 72,536,711	\$ 75,590,711	\$ 78,753,047	\$ 82,063,570	\$ 85,530,071
10 Revenues Over / (Under) Expenses	\$ 486,860	\$ 3,048,684	\$ 1,750,606	\$ 656,430	\$ (709,380)	\$ (2,162,038)	\$ (3,672,108)	\$ (5,277,785)	\$ (6,985,152)
11 Transfer To/(From) Reserves	\$ 486,860	\$ 3,048,684	\$ 1,750,606	\$ 656,430	\$ (709,380)	\$ (2,162,038)	\$ (3,672,108)	\$ (5,277,785)	\$ (6,985,152)
12 Capital Reserve Decrease	\$ (4,000,000)				\$ (1,130,034)	\$ (5,819,670)	\$ (10,531,387)	\$ (8,471,405)	\$ (10,121,684)
13 Increase in 2 Month Operating Reserve	\$ (561,390)	\$ 462,411	\$ (490,316)	\$ (464,730)	\$ (486,305)	\$ (509,000)	\$ (527,056)	\$ (551,754)	\$ (577,750)
14 Decrease in Insurance Reserve									
15 Operating Reserves - End of Fiscal Year	\$ 12,897,881	\$ 16,408,976	\$ 17,669,266	\$ 17,860,966	\$ 15,535,247	\$ 7,044,539	\$ (7,686,012)	\$ (21,986,956)	\$ (39,671,542)

Note: Updated 08/11/2015

Assumes in 2021 no STP funding and \$1.5 million of FTA funds. The limit on FTA at this time is based on the projects that were delayed in the first 5 years of the CIP.



PSTA Fare Policy Proposed Changes Effective FY16

Transit Riders Advisory Committee
Finance and Performance Management Committee
Planning Committee
August 18 and 19, 2015

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



Recent Actions Affecting Fare Discussion

- Adopted Fare Policy – July 2014 included objectives
- PSTA Board Path Forward and Budget Discussions
 - Use reserves for bus replacements
 - Minimize service cuts
 - Fare Revenue Assumptions
- Public Engagement
 - PSTA Fare Products Survey – December 2014
 - Local Coordinating Board (LCB)



Key Decisions for PSTA Fares

1. Structure

- Simplify options
- Meet customer desire for new fare products
- Create administrative efficiencies
- Prepare for Regional Fare Collection (smart card)

2. Price

- Path Forward objectives
- FY16 Budget Assumption



Streamlining is now a “Best Practice”

- Transit agencies are streamlining and changing their fare structures for:
 - Benefit of the customer
 - Administrative efficiencies
- Other Authorities updating fare structures:
 - Dallas, Miami, Pittsburgh, Salt Lake, San Diego



Current Fares and Structure

FARE CATEGORIES	Fares
REGULAR ROUTES (Includes North County Connector service, PSTA Trolley services, and Jolley Trolley. Excludes the Looper Trolley*.)	
Child (5 years and younger)	Free
Full Cash Fare (one trip)	\$2.00
Special Citizen Reduced Cash Fare	\$1.00
Student Reduced Cash Fare	\$1.25
One Trip Ticket (1 each one-way trip)	\$2.00
Daily Full Fare Unlimited Ride GO Card	\$4.50
Daily Reduced Fare Unlimited Ride GO Card	\$2.25
7-Day Unlimited Ride GO Card	\$20.00
7-Day Youth Unlimited Ride GO Card (Platinum Pass)	\$12.50
31-Day Unlimited Ride GO Card	\$65.00
31-Day Reduced Fare Unlimited Ride GO Card	\$35.00
Passport (unlimited rides during specified month-valid on all PSTA /HART routes)	\$85.00
Haul Pass (unlimited rides from May 15 th – August 31 st) (Youth Pass)	\$35.00
10-Day Transportation Disadvantaged Pass**	\$5.00
31-Day Transportation Disadvantaged Pass**	\$8.25
5-Day Medicaid Pass**	\$0.00
10-Day Medicaid Pass**	\$0.00
31-Day Medicaid Pass**	\$0.00
UPASS**	\$0.00
PREMIUM/EXPRESS SERVICE EXPRESS ROUTES (100X AND 300X)	
Premium/Express Cash Fare	\$3.00
Special Citizen Reduced Premium/Express Cash Fare	\$1.50
20-Ride Premium/Express Fare GO Card	\$48.00
DEMAND RESPONSE SERVICE	
DART Cash Fare	\$4.00
DART 1-Ride Ticket	\$4.00
DART 10-Ride Punch Ticket	\$40.00
TD 1-Ride (Cash Only)	\$3.00
East Lake Shuttle (Cash Only, GO Cards not accepted)	\$2.00



Proposed Fare Structure - Building Blocks

CATEGORY

DURATION

Regular

1-Ride

1-Day

Reduced

3-Day

7-Day

Regional

31-Day

ALL PASSES CONSECUTIVE DAYS



Proposed Fare Structure - Building Blocks

CATEGORY	DESCRIPTION
Regular	Most local trips within Pinellas County
Reduced	Local trips for: Seniors (65+) Disabled Youth (18 and under) Students
Regional	Travel between and within counties in Tampa Bay Region

ALL PASSES CONSECUTIVE DAYS



Proposed Fare Structure

(with current pricing)

- Streamlines pass products and customer service
- Prepares PSTA for regional smart card/mobile app implementation
- Adds customer-requested products (3-day)
- Revenue neutral

Proposed Fare Structure		DRAFT--7-15-15				
		SUBJECT TO BOARD APPROVAL				
	CASH-1 Ride	1-DAY	3-DAY	7-DAY	31-DAY	
REGULAR	\$2.00	\$4.50	\$10.00	\$20.00	\$65.00	
REDUCED	\$1.00	\$2.25	\$5.00	\$12.50	\$35.00	
REGIONAL	\$3.00	\$6.00	\$18.00	\$30.00	\$85.00	
REGIONAL REDUCED	\$1.50					

- Green indicates change from current offerings
- Transportation Disadvantaged (TD) 10-day non-consecutive would be a 7-day consecutive pass
- No price change for other TD pass
- No changes to Paratransit (DART) fares

Proposed Fare Structure (with price adjustments)

- Prepare for Smart Card/Mobile App
- Generates >\$1M in new revenue

Proposed Fare Structure		DRAFT--7-15-15			
		SUBJECT TO BOARD APPROVAL			
	CASH-1 Ride	1-DAY	3-DAY	7-DAY	31-DAY
REGULAR	\$2.25	\$5.00	\$10.00	\$25.00	\$70.00
REDUCED	\$1.10	\$2.50	\$5.00	\$12.50	\$35.00
REGIONAL	\$3.00	\$6.00	\$18.00	\$30.00	\$85.00
REGIONAL REDUCED	\$1.50				

Green indicates change from current structure or price



Structure and Price Changes

Conversion Table

EXISTING PSTA FARE CATEGORIES	NEW FARE STRUCTURE (all passes rolling consecutive day)	DURATION	CURRENT PRICE	PROPOSED PRICE	% of Total Bus Trips
Child (5 years and younger)	Child (5 years and younger)	All	Free	Free	3.8%
Full Cash Fare	Regular	1 Ride	\$2.00	\$2.25	12.8%
Reduced Cash Fare	Reduced	1 Ride	\$1.00	\$1.10	2.1%
Student Cash Fare	Reduced	1 Ride	\$1.25	\$1.10	1.8%
One Ride Ticket	Regular	1 Ride	\$2.00	\$2.25	0.2%
Daily Unlimited Pass-Full Fare	Regular	1 Day	\$4.50	\$5.00	20.4%
Daily Unlimited Pass-Reduced Fare	Reduced	1 Day	\$2.25	\$2.50	5.6%
7-Day Unlimited Pass	Regular	7-Day	\$20.00	\$25.00	7.8%
7-Day Unlimited Youth Pass (Platinum Pass)	Reduced	7-Day	\$12.50	\$12.50	0.8%
31-Day Unlimited Pass	Regular	31-Day	\$65.00	\$70.00	9.5%
31-Day Unlimited Pass-Reduced	Reduced	31-Day	\$35.00	\$35.00	3.8%
Passport (unlimited rides during specified month-valid on all PSTA/HART routes)	Regional	31-Day	\$85.00	\$85.00	0.3%
Haul Pass (unlimited rides from May 15th-August 31st)	Reduced	31-Day	\$35.00	\$35.00/ month	0.1%
PREMIUM/EXPRESS SERVICE (ROUTES 100X/300X ONLY)					
Premium/Express Cash Fare	Regional	1 Ride	\$3.00	\$3.00	0.3%
Reduced Premium/Express Cash Fare	Regional	1 Ride	\$1.50	\$1.50	0.02%
20 Ride Premium/Express Pass			\$48.00	Discontinue	0.1%
UPASS (contracted)	UPASS (contracted)	All	\$0.00	\$0.00	4.5%

Structure and Price Changes

Conversion Table

ADDITIONAL FARE CATEGORIES- EXISTING	NEW FARE STRUCTURE (all passes rolling consecutive day)	DURATION	CURRENT PRICE	PROPOSED NEW PRICE	% of Total Bus Trips
10-Day Transportation Disadvantaged	TD	7-Day	\$5.00	\$5.00/7day	0.2%
31-Day Transportation Disadvantaged	TD	31-Day	\$8.25	\$11.00	23.5%
DEMAND RESPONSE SERVICE					
DART Cash Fare	DART	1 Ride	\$4.00	\$4.50	
DART 1-Ride Ticket	DART	1 Ride	\$4.00	\$4.50	
DART 10-Ride Ticket	DART	10 Rides	\$40.00	\$45.00	
Door-to-Door TD (Cash Only)	Door-to-Door TD	1 Ride	\$3.00	\$3.00	
Door-to-Door East Lake Shuttle (Cash Only)	Door-to-Door East Lake Shuttle	1 Ride	\$2.00	\$2.25	

Green indicates change

Comparison to Other Florida Systems

EXISTING PSTA FARE CATEGORIES	NEW FARE STRUCTURE (all passes rolling consecutive day)	DURATION	PSTA PROPOSED	HART	MDT (Miami)	JTA (Jacksonville)	LYNX (Orlando)
Child (5 years and younger)	Child (5 years and younger)	All	Free	<5yo	<5yo or <42"	<46"	<6yo
Full Cash Fare	Regular	1 Ride	\$2.25	\$2.00	\$2.25	\$1.50	\$2.00
Reduced Cash Fare	Reduced	1 Ride	\$1.10	\$1.00	\$1.10	\$0.75	\$1.00
Daily Unlimited Pass-Full Fare	Regular	1 Day	\$5.00	\$4.00	\$5.65	\$4.00	\$4.00
Daily Unlimited Pass-Reduced Fare	Reduced	1 Day	\$2.50	\$2.00	\$2.80	\$1.50	\$2.25
7-Day Unlimited Pass	Regular	7-Day	\$25.00	N/A	\$29.25	\$16.00	\$16.00
31-Day Unlimited Pass	Regular	31-Day	\$70.00	\$65.00/ \$95.00	\$112.50	\$50.00	\$50.00
31-Day Unlimited Pass-Reduced	Reduced	31-Day	\$35.00	\$32.50	\$56.25	\$30.00	\$25.00
Passport (unlimited rides-month) - valid on all PSTA/HART routes)	Regional	31-Day	\$85.00	\$85.00	N/A	N/A	N/A
Haul Pass (unlimited rides from May 15th-August 31st)	Reduced	31-Day	\$35.00/ month	\$30.00	N/A	BOGO Monthly	N/A
Premium/Express Cash Fare (100X,300X)	Regional	1 Ride	\$3.00	\$3.00	\$2.65	\$2.00	N/A
DART - One Ride (ADA) Premium/Express Cash Fare (100X, 300X)-Reduced	Regional	1 Ride	\$1.50	\$4.00	\$3.50	\$3.00	\$4.00/\$7.00

HART Express Routes -\$6/day or \$95/month

HART 10 pack of one-day passes – Regular \$37.00

MDT has free bus to bus transfers. Extra charge for bus to rail transfer

JTA charges extra for deviation on “Connector” Services

JTA Special Youth Program – BOGO monthly passes, must have verified youth card

LYNX provides paratransit transportation outside of ¾ mile requirement for extra charge

Propose Both Changes at the Same Time

- **Customer Benefits**

- One change period; reduces confusion
- Customers will have time to adapt to new fare structure ahead of regional fare media and technology changes

- **Administrative Advantages**

- Consolidated public outreach
- Minimize printing of materials



Proposed Next Steps

- Public Engagement
 - Public Workshops – August and September
 - Public Hearing - September 9, 2015
- Agency Coordination
 - Continue discussion with LCB – August 2015
 - Regional Fare Collection Working Group Partners
- Adopt New Fare Policy – September 9, 2015
- **Fare changes – October 11, 2015**



Public Engagement

- **Public Workshops (Route Redesign and Fare Structure):**
 - East Lake Library – August 10, 2015 at 10:00 am – 12:00 pm
 - Seminole Library – August 11, 2015 at 2:30 - 4:30 pm
 - Pinellas Park Library – August 17, 2015 at 10:00 am -12:00 pm
 - PSTA Administrative Office – August 18, 2015 at 5:30 -7:30 pm
 - Gladden Park Recreation Center – August 20, 2015 at 5:00-7:00pm
- **3 Additional Fare Structure Public Workshops in September**
 - PTEC – September 8, 2015 at 10:00-12:00pm
 - Clearwater Public Library – Finalizing date and time
 - Tarpon Springs Recreation Center - Finalizing date and time
- **Public Hearing:**
 - PSTA Board Room – September 9, 2015 at 6:00 pm
- **Other opportunities to provide comment:**
 - Pinellas MPO Local Coordinating Board Meeting (LCB) – August 18, 2015 at 10:00 am
 - PSTA TRAC and Board Committees – August 18 and 19, 2015
 - Pinellas MPO Citizens Advisory Committee – August 27, 2015 at 7:00 pm



REPORTS

5A: Quarterly Investment Report



Action: Information Item

Staff Resource: Deborah Leous, Chief Financial Officer
Michael Hanson, Director of Finance



- The quarterly investment report is provided as required by the investment policy. This report covers the third quarter of the fiscal year 2015. (June 30, 2015).
- At June 30, 2015, there are \$53.3 million in investments with the following allocations:

Investment Category	Balance	% of Total
Investment Category A: SBA Local Government Surplus Funds Trust Fund (Florida PRIME) and SBA Fund B	\$2.2 Thousand	0%
Investment Category B: SBA Commingled Asset Management Program Money Market Funds	\$0	0%
Investment Category D: Interest Bearing Savings Accounts, Demand Deposit Accounts, Negotiable Order of Withdrawal Accounts or Certificate of Deposits	\$53.3 Million	100%

Attachments:

1. Quarterly Investment Report
2. GFOA Treasury Management Report

**PSTA Investments
For the Quarter Ended June 30, 2015**

Investment Category	Balance as of 3/31/2015	Balance as of 6/30/2015	% of Total Investments 6/30/2015	Interest Rate as of 6/30/2015	Quarterly Comparison of Returns				
					3/31/2015	12/31/2014	9/30/2014	6/30/2014	3/31/2014
A - SBA Local Government Surplus Funds Trust Fund									
SBA - Florida PRIME	\$15,831,341.55	\$2,181.81		0.22%	0.18%	0.16%	0.16%	0.16%	0.15%
SBA - Fund B (Restricted) *	0.00	0.00		N/A	N/A	N/A	N/A	N/A	N/A
Total	15,831,341.55	2,181.81	0%	N/A	N/A	N/A	N/A	N/A	N/A
B - SBA Commingled Asset Management Program Money									
SBA - CAMP MM (Restricted) **	0.00	0.00		N/A	N/A	N/A	N/A	N/A	N/A
Total	0.00	0.00	0%						
D - Interest Bearing Savings Accounts, Demand Deposit Accounts, Negotiable Order of Withdrawal Accounts or Certificate of Deposit									
BankUnited - Public Funds Money Market Savings	30,042,176.71	40,074,039.33		0.40%	0.40%	0.40%	0.40%		
BankUnited - Public Funds Certificate of Deposit	3,009,738.82	3,014,620.07		0.65%	0.65%	0.65%	0.65%		
Citibank - FSA	1,069.16	649.57		0.00%	0.00%	0.00%	0.00%	0.00%	N/A
SunTrust - Auto & General Liability	0.00	0.00		0.25%	0.20%	0.20%	0.20%	0.00%	0.00%
SunTrust - Depository	8,207,060.82	10,076,499.29		0.25%	0.20%	0.20%	0.20%	0.07%	0.07%
SunTrust - Grants General	14,643.00	42,968.00		0.25%	0.20%	0.20%	0.20%	0.00%	0.00%
SunTrust - Operating	0.00	0.00		0.25%	0.20%	0.20%	0.20%	0.00%	0.00%
SunTrust - Payroll	0.00	0.00		0.25%	0.20%	0.20%	0.20%	0.00%	0.00%
SunTrust - Workers' Compensation	58,854.73	64,406.31		0.25%	0.20%	0.20%	0.20%	0.00%	0.00%
Total	41,333,543.24	53,273,182.57	100%						
Total Investments	\$57,164,884.79	\$53,275,364.38	100%						

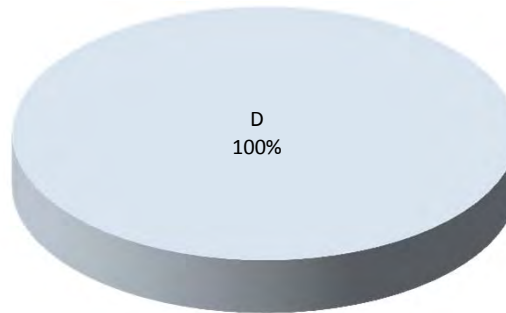
* Ending NAV Balance
** Market Value Base

Note:

1. Fund B - Principal Balance is \$0.00
2. CAMP MM - Book Value is \$0.00

Weighted Average Interest rate is .39%

Investment Allocation



■ A - SBA Local Government Surplus Funds Trust Fund

■ B - SBA Commingled Asset Management Program Money Market Funds (CAMP MM)

■ D - Interest Bearing Savings Accounts, Demand Deposit Accounts, Negotiable Order of Withdrawal Accounts or Certificate of Deposit

June-15

Investment Performance Benchmarks

	Date	Average Return
The Money Market Fund Index	June 1, 2015	0.03%

Cash Markets

	Rate	5/29/2015
Key Rates: Cash Markets	Federal funds	0.15%
	CDs: Three months	0.09%
	CDs: Six months	0.13%
	BAs: One month	0.15%
	T-bills: 91 day yield	0.01%
	T-bills: 52-week yield	0.27%
	Commercial paper, Dealer-Placed, 3 months	0.15%

REPORTS

5B: Quarterly Reserves Report



Action: Information Item

Staff Resource: Debbie Leous, Chief Financial Officer
Michael Hanson, Director of Finance

**FINANCE & PERFORMANCE
MANAGEMENT**

Background:

- The quarterly reserves report is provided as required by the reserve policy. This report covers the third quarter of the FY 2015. (June 30, 2015).
- At June 30, 2015, there are \$53.3 million in reserves with the following allocations:

Reserve Category	Balance	% of Total
Reserve Category A: Unrestricted (Board discussions indicate PSTA may transfer to Category C.)	\$16.9 Million	32%
Reserve Category B: Legally Restricted	\$49.4 Thousand	0%
Reserve Category C: Restricted at the Board's Discretion (Operating, Capital, and Self Insurance)	\$22.6 Million	42%
Reserve Category D: Pursuant to the Budget these funds which are collected in the beginning of the year are used for FY 2015 expenditures to complete the year.	\$13.7 Million	26%
Total Investments	\$53.3 Million	100%

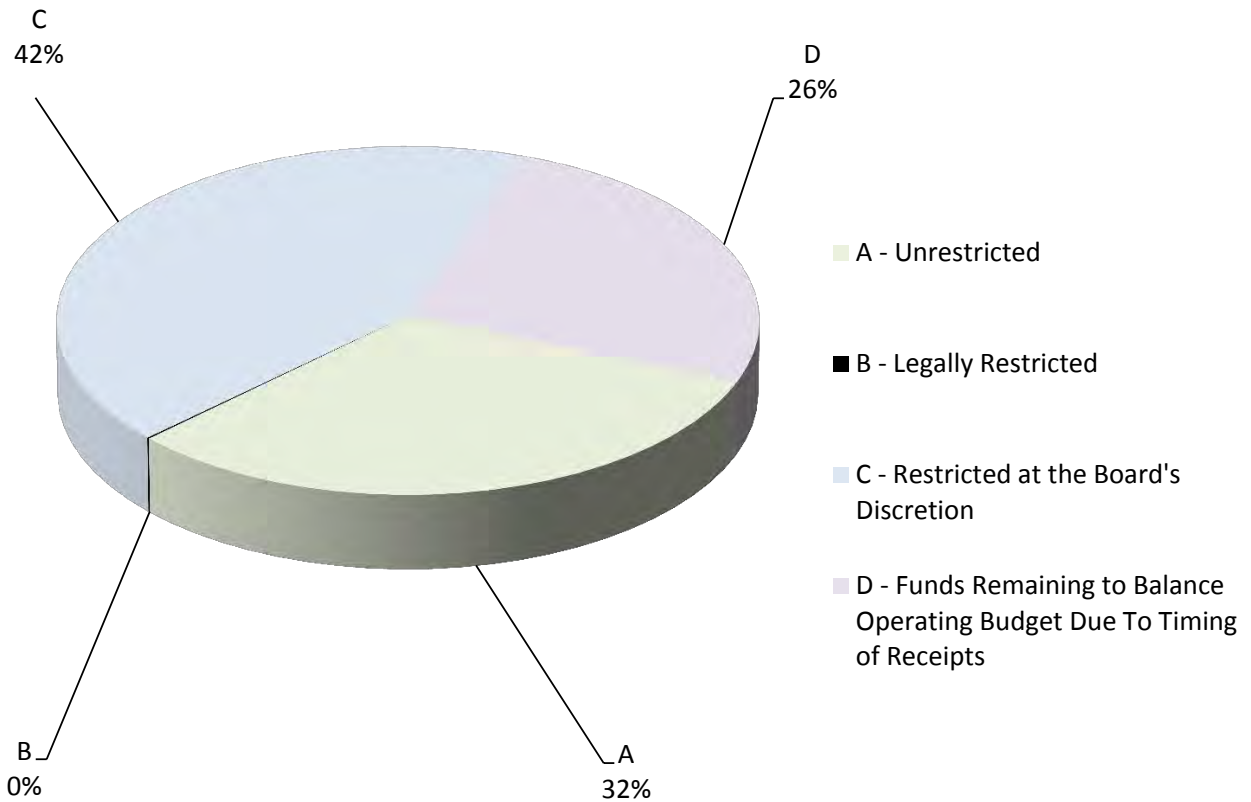
Attachments:

1. Quarterly Reserves Report

**PSTA Reserves
Restricted and Unrestricted
June 30, 2015**

Reserves Category	Balance as of 6/30/2015	% of Total Reserves 6/30/2015
<u>A - Unrestricted</u>	\$16,897,881	
Total	\$16,897,881	32%
<u>B - Legally Restricted</u>		
FTA Restricted Funds	\$49,417	
Total	\$49,417	0%
<u>C - Restricted at the Board's Discretion</u>		
Operating Reserves	\$11,110,512	
Capital Reserves	\$6,533,985	
Self-Insurance Reserves	\$4,996,101	
Total	\$22,640,598	42%
<u>D - Funds Remaining to Balance Operating Budget Due To Timing of Receipts</u>	\$13,687,468	26%
Total Investments	\$53,275,364	100%

Investments Allocation





REPORTS

5C: Monthly Financial Statement



Action: Information Item

Staff Resource: Debbie Leous, Chief Financial Officer
Michael Hanson, Director of Finance

**FINANCE & PERFORMANCE
MANAGEMENT**

-
- Staff will present the financial status report for the month ending June 30, 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 June 30, 2015**

Month to Date as of June 2015

June				
Description	Actual	Budget	% Variance	\$ Variance
Revenues	\$2,941,321	\$3,019,469	(2.59%)	(\$78,148)
Expenses	\$5,255,316	\$5,504,248	(4.52%)	(\$248,932)
Surplus / (Deficit)	(\$2,313,995)	(\$2,484,779)	(6.87%)	\$170,784

For the month of June, the net deficit of -\$2.31 million was \$.17 million favorable to the budgeted deficit of -\$2.48 million.

Revenues

Auxiliary revenue is -33.4% under budget due to decreased advertising.	(7,446)
Non-Transportation revenue is 66.3% over budget due to increased interest income.	7,082
Taxes revenue is -5.7% under budget due to the timing of receipts.	(72,679)
State Reimbursement-Fuel Tax revenue is -13.0% under budget.	(7,454)
State Grants revenue is -9.4% under budget due to timing.	(22,865)
All other revenues within 5.0% of budget.	25,214
	<u><u>(\$78,148)</u></u>

Expenses

Salaries expense is -5.2% under budget.	(\$122,354)
Fringe Benefits expense is -13.3% under budget.	(124,661)
Services expense is 7.1% over budget.	18,398
Supplies expense is 7.8% over budget due to bus repair parts.	27,073
Insurance expense is 26.2% over budget due to the timing of recoveries.	29,962
Utilities expense is -17.3% under budget.	(16,041)
Taxes & Licenses expense is 9.5% over budget.	6,431
Purchased Transportation - DART expense is 7.0% over budget.	28,907
Miscellaneous expense is -77.9% under budget due to cancellation of new service.	(105,870)
All other expenses within 5.0% of budget.	9,223
	<u><u>(\$248,932)</u></u>

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

Year to Date as of June 2015

June				
Description	Actual	Budget	% Variance	\$ Variance
Revenues	\$58,153,918	\$59,690,945	(2.57%)	(\$1,537,027)
Expenses	\$46,977,483	\$49,974,393	(6.00%)	(\$2,996,910)
Surplus / (Deficit)	\$11,176,435	\$9,716,552	15.02%	\$1,459,883

Year to date through June, the net surplus of \$11.18 million was \$1.46 million favorable to the budgeted surplus of \$9.72 million.

Revenues

Passenger Fares revenue is -13.1% under budget.	(\$1,418,046)
Auxiliary revenue is 66.3% over budget due to increased advertising.	132,975
Non-Transportation revenue is 74.2% over budget due to increased interest income.	71,353
All other revenues within 5.0% of budget.	(323,309)
	<u><u>(\$1,537,027)</u></u>

Expenses

Fringe Benefits expense is -8.7% under budget.	(732,362)
Services expense is -9.4% under budget due to increased subrogation.	(256,067)
Insurance expense is -14.8% under budget due to increased recoveries.	(160,120)
Utilities expense is -13.8% under budget.	(115,677)
Miscellaneous expense is -71.9% under budget due to the cancellation of new service.	(925,452)
All other expenses within 5.0% of budget (Salaries are \$815,083 under budget).	(807,232)
	<u><u>(\$2,996,910)</u></u>

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

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

June				
Description	FY 2015	FY 2014	% Variance	\$ Variance
Revenues	\$58,153,918	\$56,524,346	2.88%	\$1,629,572
Expenses	\$46,977,483	\$44,372,260	5.87%	\$2,605,223
Surplus / (Deficit)	\$11,176,435	\$12,152,086	(8.03%)	(\$975,651)

Year to year through June, the net surplus of \$11.18 million for FY 2015 was **-\$0.98 million unfavorable** to the FY 2014 surplus of \$12.15 million.

Revenues

Passenger Fares revenue for FY 2015 is -8.2% under FY 2014.	(\$836,917)
Auxiliary revenue for FY 2015 is 79.1% over FY 2014 due to increased advertising.	147,406
Non-Transportation revenue for FY 2015 is -49.1% under FY 2014 due to a change in. TD Co-pay classification from Non-Transportation Revenue to Passenger Fares.	(161,231)
Taxes revenue for FY 2015 is 6.6% over FY 2014.	2,185,995
Local Beach Trolley & Rt.35 revenue for FY 2015 is 5.3% over FY 2014.	32,871
All other revenues within 5.0% of budget.	261,448
	<u>\$1,629,572</u>

Expenses

Services expense for FY 2015 is 8.1% over FY 2014.	186,552
Supplies expense for FY 2015 is 8.7% over FY 2014.	253,016
Insurance expense for FY 2015 is 260.2% over FY 2014 due to recoveries.	664,463
Utilities expense for FY 2015 is 13.9% over FY 2014.	88,146
Purchased Transportation - DART expense for FY 2015 is 9.6% over FY 2014.	337,421
Purchased Transportation - Trolleys expense for FY 2015 is 9.0% over FY 2014.	39,973
Miscellaneous expense for FY 2015 is -11.0% under FY 2014.	(44,921)
All other expenses within 5.0% of budget.	1,080,573
	<u>\$2,605,223</u>

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

	Month				Year to Date				Annual
	Actual	Budget	Variance		Actual	Budget	Variance		Budget
			Percent	Dollar			Percent	Dollar	
Revenue									
Passenger Fares	\$ 1,082,161	\$ 1,051,519	2.91%	\$ 30,642	\$ 9,411,332	10,829,378	(13.09%)	\$ (1,418,046)	\$ 14,189,840
Auxiliary	14,854	22,300	(33.39%)	(7,446)	333,675	200,700	66.26%	132,975	267,600
Non-Transportation	17,760	10,678	66.32%	7,082	167,459	96,106	74.24%	71,353	128,140
Taxes	1,204,058	1,276,737	(5.69%)	(72,679)	35,143,327	35,332,756	(0.54%)	(189,429)	35,355,160
Local Beach Trolley & Rt.35	69,712	73,081	(4.61%)	(3,369)	655,080	657,719	(0.40%)	(2,639)	876,962
State Reimbursement-Fuel Tax	49,733	57,187	(13.03%)	(7,454)	457,760	481,224	(4.88%)	(23,464)	657,320
State Grants	221,201	244,066	(9.37%)	(22,865)	6,677,903	6,814,279	(2.00%)	(136,376)	7,466,477
Federal Grants	281,842	283,901	(0.73%)	(2,059)	5,227,382	5,198,783	0.55%	28,599	5,446,585
Federal Grant MPO Pass-Thru	0	0	0.00%	0	80,000	80,000	0.00%	0	80,000
Total	2,941,321	3,019,469	(2.59%)	(78,148)	58,153,918	59,690,945	(2.57%)	(1,537,027)	64,468,084
Expenditures									
Salaries	2,246,308	2,368,662	(5.17%)	(122,354)	20,832,663	21,647,746	(3.77%)	(815,083)	28,847,972
Fringe Benefits	809,914	934,575	(13.34%)	(124,661)	7,671,993	8,404,355	(8.71%)	(732,362)	11,208,013
Services	278,920	260,522	7.06%	18,398	2,477,369	2,733,436	(9.37%)	(256,067)	3,474,995
Diesel Fuel	664,909	653,994	1.67%	10,915	5,315,987	5,510,086	(3.52%)	(194,099)	7,517,170
Supplies	373,677	346,604	7.81%	27,073	3,174,551	3,096,186	2.53%	78,365	4,172,040
Insurance	144,296	114,334	26.21%	29,962	919,878	1,079,998	(14.83%)	(160,120)	1,423,000
Utilities	76,828	92,869	(17.27%)	(16,041)	722,648	838,325	(13.80%)	(115,677)	1,123,200
Taxes & Licenses	74,423	67,992	9.46%	6,431	604,493	618,210	(2.22%)	(13,717)	848,840
Purchased Transportation - DART	439,232	410,325	7.04%	28,907	3,843,439	3,692,925	4.08%	150,514	4,923,900
Purchased Transportation - TD	63,792	64,032	(0.37%)	(240)	566,849	576,284	(1.64%)	(9,435)	768,380
Purchased Transportation - Trolleys	52,916	54,368	(2.67%)	(1,452)	485,528	489,305	(0.77%)	(3,777)	652,409
Miscellaneous	30,101	135,971	(77.86%)	(105,870)	362,085	1,287,537	(71.88%)	(925,452)	1,703,155
Total	5,255,316	5,504,248	(4.52%)	(248,932)	46,977,483	49,974,393	(6.00%)	(2,996,910)	66,663,074
Revenue Over / (Under) Expenditures	\$ (2,313,995)	\$ (2,484,779)	(6.87%)	\$ 170,784	\$ 11,176,435	\$ 9,716,552	15.02%	\$ 1,459,883	\$ (2,194,990)
Transfer To / From Reserve									\$ 2,194,990

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

	Year to Date				
	Budget	Jun 2015 Actual	Jun 2014 Actual	Variance	
				Percent	Dollar
Revenue					
Passenger Fares	\$ 10,829,378	\$ 9,411,332	\$ 10,248,249	(8.17%)	\$ (836,917)
Auxiliary	200,700	333,675	186,269	79.14%	147,406
Non-Transportation	96,106	167,459	328,690	(49.05%)	(161,231)
Taxes	35,332,756	35,143,327	32,957,332	6.63%	2,185,995
Local Beach Trolley & Rt.35	657,719	655,080	622,209	5.28%	32,871
State Reimbursement-Fuel Tax	481,224	457,760	450,544	1.60%	7,216
State Grants	6,814,279	6,677,903	6,422,575	3.98%	255,328
Federal Grants	5,198,783	5,227,382	5,228,478	(0.02%)	(1,096)
Federal Grant MPO Pass-Thru	80,000	80,000	80,000	0.00%	0
Total	<u>59,690,945</u>	<u>58,153,918</u>	<u>56,524,346</u>	<u>2.88%</u>	<u>1,629,572</u>
Expenditures					
Salaries	21,647,746	20,832,663	20,042,988	3.94%	789,675
Fringe Benefits	8,404,355	7,671,993	7,378,750	3.97%	293,243
Services	2,733,436	2,477,369	2,290,817	8.14%	186,552
Diesel Fuel	5,510,086	5,315,987	5,323,713	(0.15%)	(7,726)
Supplies	3,096,186	3,174,551	2,921,535	8.66%	253,016
Insurance	1,079,998	919,878	255,415	260.15%	664,463
Utilities	838,325	722,648	634,502	13.89%	88,146
Taxes & Licenses	618,210	604,493	587,429	2.90%	17,064
Purchased Transportation - DART	3,692,925	3,843,439	3,506,018	9.62%	337,421
Purchased Transportation - TD	576,284	566,849	578,532	(2.02%)	(11,683)
Purchased Transportation - Trolleys	489,305	485,528	445,555	8.97%	39,973
Miscellaneous	1,287,537	362,085	407,006	(11.04%)	(44,921)
Total	<u>49,974,393</u>	<u>46,977,483</u>	<u>44,372,260</u>	<u>5.87%</u>	<u>2,605,223</u>
Revenue Over / (Under) Expenditures	<u>\$ 9,716,552</u>	<u>\$ 11,176,435</u>	<u>\$ 12,152,086</u>	<u>(8.03%)</u>	<u>\$ (975,651)</u>

Transfer To / From Reserve



REPORTS

5D: 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 July, 2015.
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Attachments: None