



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 – JUNE 15, 2016; 9:00 AM
PSTA AUDITORIUM

			<u>TIME</u>	<u>PAGE</u>
1.	CALL TO ORDER		9:00	
2.	PUBLIC COMMENT		9:00	
3.	ACTION ITEMS		9:05	
	A. May 18, 2016 Meeting Minutes	CHAIR BARKLEY		2
	B. Wheelchair Restraint System	15 min HENRY LUKASIK		7
	C. MPO Transit Planning Grant	10 min CASSANDRA BORCHERS		23
4.	INFORMATION ITEMS		9:30	
	A. Risk Management Claims/Liabilities	15 min DEBBIE LEOUS		36
5.	REPORTS		9:45	
	A. Monthly Financial Statement	DEBBIE LEOUS		43
	B. Ridership/Performance	BRAD MILLER		49
6.	FUTURE MEETING SUBJECTS		10:15	
	• FDOT Resolutions PSTA Contracts	• Trolley Agreements		
	• Paratransit Services	• Health Insurance		
	• Heavy Duty Bus Towing & Related Services	• Ridership Analysis		
7.	ACTION/PRESENTATION (with Planning)		10:15	
	A. FY 2017 Capital Improvement Program & Bus Purchase	40 min HEATHER SOBUSH		50
8.	OTHER BUSINESS		10:55	
9.	ADJOURNMENT		11:00	

THE NEXT MEETING IS JULY 20, 2016 AT 9:00 AM



ACTION ITEM

3A: May 18, 2016 Meeting Minutes



Action: Approve Meeting Minutes

Staff Resource: Clarissa Affeld, Administrative Asst.

**FINANCE & PERFORMANCE
MANAGEMENT**

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

Attachments:

1. Minutes



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

**FINANCE & PERFORMANCE MANAGEMENT
COMMITTEE MEETING
MINUTES – MAY 18, 2016**

The Finance & Performance Management Committee of the Pinellas Suncoast Transit Authority (PSTA) Board of Directors held a meeting in the Maintenance Training Room at PSTA Headquarters at 9:00 AM on this date. The purpose of the meeting was to approve the April 20, 2016 meeting minutes, recommend approval of the FY 2015 annual audit, the security training services contract, the Ulmerton Road Park & Ride contract, the Transportation Disadvantaged (TD) contracts, and the AV equipment contract. The following members were present:

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

Absent
Lisa Wheeler-Brown, Alternate

Also Present:
Brad Miller, CEO
PSTA Staff Members
Members of the Public

CALL TO ORDER

Committee Vice-Chair Scott 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 minutes of the April 20, 2016 meeting. The motion passed unanimously.

[Committee Chair Barkley entered the meeting at 9:02 AM.]

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

The Committee had numerous questions on the rules for the new FRS accounting method and the financial statements. After Mr. Laflin responded to their questions, Mr. Eggers made a motion, seconded by Mr. Scott to recommend acceptance of the FY 2015 audit report. There were no public comments. Motion passed unanimously.

Security Training Services – Mr. Miller explained that PSTA received a \$435,000 grant from the Transportation Security Administration (TSA) to perform training on security. He indicated that \$125,000 of the grant will pay the Bus Operators for their time while training, \$305,000 will be allocated to the consultants to design specific employee training and drill exercises, and \$5,000 for related administrative costs. Mr. Miller said that the training is expected to be completed within two years, but it is staff’s recommendation that the firms be awarded a three-year contract so that, with additional Board approval, the consultants may be used for other non-grant funded security related services. After a few questions, Mr. Deighton made a motion, seconded by Mr. Jonson to recommend approval of a three-year contract with K & J Safety and Security Consultants, Inc. and Elert & Associates Technology Consultants, Inc. for a total cost not to exceed \$305,000 over the maximum three-year period. There were no public comments. Motion passed unanimously.

Ulmerton Road Park & Ride – Henry Lukasik, Director of Maintenance, delivered a presentation on site improvements for the Ulmerton Road Park & Ride. He presented

background information on the facility and its current condition. He explained that as a result of the building's current state of disrepair, PSTA, with support from the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT), decided the facility should be demolished. Mr. Lukasik described the planned site renovations and indicated that an Invitation for Bid (IFB) was issued with six contractors responding. Jam 5:20 Inc. was selected as the most responsive, responsible, and lowest cost supplier. He noted that the total price for this project is \$200,000; \$100,000 funded by FDOT and \$100,000 funded by PSTA.

Mr. Scott asked where the \$100,000 would come from and Mr. Lukasik responded that it would come from the capital improvement budget. Mr. Scott made a motion, seconded by Mr. Jonson to recommend approval of a one-time contract with Jam 5:20 Construction, Inc. for the Ulmerton Road Park & Ride improvements for a not to exceed cost of \$200,000. There were no public comments. Motion passed unanimously.

Transportation Disadvantaged (TD) Resolutions and Contracts – Ross Silvers, Mobility Manager, indicated that every year, the Board has to approve a Resolution to accept the Trip and Equipment grant from the Florida Commission for the TD. He said this year there is a \$500,000 increase for the program. Mr. Silvers noted that TD services include TD funding for four non-profit agencies who will be receiving a 6% increase over current year. He also spoke about a new grant program that the Legislature formed utilizing previously returned TD funds. Mr. Silvers said that PSTA will apply for a \$300,000 grant to provide same-day service for urgent TD trips. Mr. Eggers asked if the Local Coordinating Board (LCB) approved the amounts for the four non-profit agencies and Mr. Silvers responded yes.

Mr. Eggers made a motion, seconded by Mr. Scott to recommend approval of the annual Trip & Equipment grant agreement for \$2.8 million and Resolution authorizing the CEO to sign related documents, recommend approval of four Coordination Agreements with local non-profit transportation providers at a total cost not to exceed \$693,300, and recommend authorizing the CEO to submit an application for the Community Transportation Coordinator (CTC) Mobility Enhancement grant and sign related documents. There were no public comments. Motion passed unanimously.

AV Equipment – Debbie Woodward, Director of Information Technology (IT), stated that in December 2015, the Board awarded a contract to Collaboration Solutions for the purchase and installation of AV technology upgrades. Prior to the contract execution, Collaboration Solutions notified the Agency that they were dissolving their business in Florida. She indicated that staff contacted the St. Johns County School District who provided multiple contractors on their competitively procured contract.

Ms. Woodward stated that staff received multiple quotes from the approved vendors and recommends CCS Southeast, Inc. She noted that there is no cost change from the previous Board approval of \$200,000 for this contract which is 100% funded by the FTA.

Mr. Eggers made a motion, seconded by Mr. Scott to recommend rescinding the contract with Collaboration Solutions, Inc. for AV technology upgrades, and recommend approval of the purchase and installation contract plus five one-year service agreement options with CCS Southeast for AV technology upgrades not to exceed \$200,000. There were no public comments. Motion passed unanimously.

REPORTS

Quarterly Reports: Capital Projects, Fuel, Investments, Reserves - The Committee received the Quarterly Reports in their agenda packet.

Monthly Financial Statement – The financial statements were included in the packet. Ms. Leous gave a brief summary of the reports for the month ending March 31, 2016. Mr. Jonson questioned the timing of the state grant revenue and Ms. Leous explained.

Ridership/Performance – This report was included in the packet. Mr. Barkley asked about declining ridership and Mr. Miller responded that staff is researching the current ridership trends.

FUTURE MEETING SUBJECTS

The Committee was provided with a list of upcoming meeting subjects. Mr. Scott would like to see a report on Risk Management claims.

OTHER BUSINESS

No other business was discussed.

ADJOURNMENT

The meeting was adjourned at 10:16 AM. The next meeting will be held on June 15th at 9:00 AM.

ACTION ITEM



3B: Wheelchair Restraint System



Action: Recommend Approval of a Contract for Seat/Securement Equipment Upgrades for 46 Buses with Gillig LLC for a Total Cost Not to Exceed \$242,000.

CONSENT OR ACTION ITEM

Staff Resource: Henry Lukasik, Dir. of Maintenance



Background:

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

Prevost	Gillig, LLC
----------------	--------------------

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

Fiscal Impact:

- Federal Transit Administration (FTA) Section 5310 Federal Share (80%)--\$193,600
- Florida Department of Transportation (FDOT) State Share (10%)—\$24,200
- PSTA Local Share (10%)—\$24,200

Recommendation:

- Recommend approval of a contract for seat/securement equipment for 46 buses with Gillig LLC., for a cost not to exceed of \$242,000.
-

Attachments:

1. Contract

SECTION 5: CONTRACT

AGREEMENT TO FURNISH Wheelchair Restraint System

THIS AGREEMENT is made on June 22, 2016, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and, Gillig LLC, (“Supplier”), a California Corporation with its principal place of business located at 25800 Clawiter Road Hayward, CA 94545 (collectively, the “Parties”).

WHEREAS, PSTA issued an Invitation for Bid No. 16-038B for Wheelchair Restraint System on April 18, 2016 (the “IFB”); and

WHEREAS, Supplier submitted a Bid Response to the IFB on or before May 17, 2016 (“Supplier’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the IFB to Supplier at its Board of Directors Meeting on June 22, 2016; and

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

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

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. CONTRACT DOCUMENTS. The “Contract Documents” shall mean and refer to this Agreement, the IFB and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), the Federal Transit Administration Contract Clauses (attached hereto as **Exhibit B**) and Supplier’s Response (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	The IFB
Exhibit B	Federal Transit Administration Contract Clauses
Exhibit C	Supplier’s Response
3. SCOPE OF SERVICES. Supplier, at the direction of PSTA, shall provide and deliver Wheelchair Restraint System modules to PSTA in accordance with the specifications and scope of work set forth in the IFB (the “Services”). Supplier acknowledges that it has read the specifications for the Services and understands them.
4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Contract shall become effective on the date of award by PSTA’s Board of Director’s (“Effective Date”) This Contract is for one (1) year and two (2) one (1) year renewal periods.

5. TERMS OF PERFORMANCE.

5.01 Time for Completion. Supplier shall commence work under this Agreement immediately upon receipt of a written purchase order from PSTA, and shall complete delivery of the product specified therein within thirty (30) days of the date of any purchase order.

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

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

5.04 Status Reports. Supplier shall submit written status reports to PSTA, upon request by PSTA, outlining the status of the Services performed to date and expected delivery and installation.

5.05 Reviews. Until full and final completion of the Services, final acceptance and installation of all deliverables, and the final payment therefore by PSTA, Supplier shall allow representatives of PSTA to visit the offices and other places of Supplier’s work periodically without prior notice to monitor Supplier’s work completed or progress.

5.06 Supplier Responsibility and Product Brand Specifications. Supplier shall provide services of first quality, and all work and workmanship associated with the Services must be in accordance with customary standards of the various trades and industries related to the Services. All energy storage systems provided by Supplier under this Agreement shall be made of Allison parts or approved equal. Supplier shall not substitute any parts, products, brands, or battery chemistry specified herein. The Services and all work associated therewith shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the Services. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the Services.

5.07 Transport and Delivery; Risk of Loss; Core Units. Supplier shall be responsible for all transportation of to and from PSTA, FOB Destination to a PSTA location. Risk of loss of all equipment, parts, systems, and modules related to the Services shall remain with Supplier up to final delivery, installation, and acceptance by PSTA. PSTA reserves the right to retain all core units and nothing contained herein shall be construed as any right by Supplier for an exchange of PSTA’s core units or any payment to Supplier for core units by PSTA.

5.08 Compliance with Laws. Supplier shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services including, but not limited to all rules and regulations related to safety and compliance therewith. PSTA and PSTA’s Project Manager will communicate directly with Supplier’s Representative and shall have no authority to direct, oversee, or instruct Supplier’s employees, Subcontractors, or

materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Supplier of its obligations to comply with all laws fully and completely. Upon request, Supplier shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

6. COMPENSATION. In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier pursuant to the unit prices set forth in **Exhibit C**. Payment shall be made only for services which are actually rendered to PSTA and systems and parts which are delivered, installed, and accepted by PSTA. Supplier shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the services were performed and/or parts delivered. PSTA will make payment in accordance with the Florida Prompt Payment Act.

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

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

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

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 shall be due and payable on the terms set forth herein.

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

6.05 Disputes with Subcontractor Payments. Any disputes that arise regarding the satisfactory completion of work by a subcontractor may be brought to the attention of PSTA, who will make a determination. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval from PSTA. This clause applies to both DBE and non-DBE Subcontractors.

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

7. MODIFICATION OF CONTRACT DOCUMENTS. The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.

7.01 Changes to the Services. PSTA may at any time, by written order, make changes within the scope of the work to be performed by Supplier under the Contract Documents. However, no such written order shall serve to increase the unit prices Bid, the Contract Total, or give Supplier any claim for monies that would be in addition to unit prices Bid or the Contract Total. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Supplier shall notify PSTA within thirty (30) days in writing. In the case of an increase to the unit prices or the Contract Total, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the unit prices and/or the Contract Total. Such notice must be submitted and approved by PSTA's Board of Directors prior to performing any work. Any change in the Contract Total must be approved by PSTA's Board of Directors and Supplier shall not be entitled to any compensation for such work 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 the Agreement as changed except for those changes which would increase the unit prices Bid or the Contract Total.

7.03 No Increase in Costs. No services for which an additional cost or fee will be charged by Supplier shall be furnished without the prior express written authorization of PSTA. Any increase in costs which would serve to increase the Contract Total must be approved by PSTA's Board of Directors before such costs are incurred.

7.04 Representative. PSTA's Project Manager, Director of Finance, or Chief Executive Officer are the only PSTA representatives authorized to make changes within this Agreement, and only if such change does not serve to increase the Contract Total or the scope of services. Any instructions, written or oral, given to Supplier by someone other than the PSTA designated representative that represent a change in the Services 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 services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities,

loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Supplier of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Supplier for any such claim brought against Supplier.

8.02 Covenants against Gratuities. Supplier warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating Supplier's performance under this Agreement.

8.03 Warranty. Supplier hereby warrants and guaranties that all systems, modules, and parts delivered under this Agreement will be free from any and all defects and fit for the purpose(s) intended. During the Warranty Period, Supplier shall fully correct and/or replace all parts and provide for all labor associated with such correction and replacement upon written notice from PSTA. The obligations contained in this provision shall survive termination of this Agreement, however terminated.

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

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

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

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

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

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

community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 Time of the Essence. The timely receipt of the Services and all deliverables 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 substitute services elsewhere, 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 Subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.

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

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

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

11. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause 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 upon thirty (30) days' written notice to Supplier. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Supplier shall promptly submit to PSTA its

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

11.02 With Cause. PSTA may terminate this Agreement with cause at any time immediately upon written notice to Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Supplier fails to perform in the manner called for in the Contract Documents; or (3) Supplier does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Supplier an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Supplier must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Supplier may not terminate this Agreement.

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 elsewhere the same or similar items or services offered by Supplier.

11.04 Force Majeure. If it is later determined by PSTA that Supplier's failure to perform was a result of a Force Majeure, PSTA may allow Supplier to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11.01 of this Agreement.

11.05 Appropriation. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to 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.

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

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

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

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 Claims for Damages. Should Supplier suffer injury or damage to person or property because of any act or omission of PSTA or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within ten (10) days after the first observance of such injury or damage, or shall be forever barred.

12.04 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or 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 may be specifically agreed in writing.

12.05 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Supplier all its reasonable attorneys' fees and costs incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Supplier. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statutes, rule or guideline.

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

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

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

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

be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Supplier shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

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

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

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

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

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

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

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.

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) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage

The minimum limits shall be \$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$500,000 per Person
- \$1,000,000 per Occurrence
- \$200,000 Property Damage

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage 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 twelve (12) months following the expiration of the contract.

Vehicle Liability – Recognizing that the work governed by this contract 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 the contract and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired Vehicles with minimum limits at \$500,000 Combined Single Limit (CSL)

IF split limits are provided, the minimum limits acceptable shall be:

- \$300,00 per Person
- \$500,000 per Occurrence
- \$200,000 Property Damage

Workers' Compensation – Prior to beginning work, Contractor shall obtain Workers' Compensation Insurance with limits sufficient to meet Florida Statute 440. Contractor shall maintain throughout, Employers' Liability Insurance with limits no less than:

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

15. FEDERAL PROVISIONS. As required by the Federal Transit Administration (FTA), the attached **Exhibit B** to this Agreement is hereby incorporated by reference as if set forth fully herein and contains required contractual provisions that apply to all work performed or products delivered under this Agreement which is funded by a grant from the United States of America.

16. MISCELLANEOUS PROVISIONS.

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

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

16.03 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by 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 work contemplated by this Agreement; (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 Supplier within thirty (30) days after termination of this Agreement, 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 Agreement. 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 request for Public Records, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Supplier is acting on behalf of PSTA.

16.04 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.

16.05 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 Supplier:

Gillig LLC
Attn: Chuck O'Brien
2500 Clawiter Road
Hayward, CA 94545

With required copy to:

Sangita Land, C.C.O.
Pinellas Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 33716

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

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

SUPPLIER:

PSTA:

By: _____

By: _____

Duly Authorized Designee

Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____

Sangita Land, CCO

Exhibit "B"
PRICE BID FORM

Part Number	Description	Quantity	Price Each	Extended Cost
75078	Kit, PSTA Barrier & Flip Seat Retrofit	46	\$5,250.55	\$241,525.30
	Shipping	46	0	0
	Warranty	46	0	0
	Total	46	\$5,250.55	\$241,525.30

ACTION ITEM



3C: MPO Transit Planning Grant



Action: Recommend Approval of the Annual Joint Participation Agreement (JPA) between PSTA and the Pinellas County Metropolitan Planning Organization (MPO) for PSTA's Receipt of \$80,000 in FTA Section 5305(d) Transit Planning Funds.

CONSENT OR ACTION ITEM

Staff Resource: Cassandra Borchers, CDO

FINANCE & PERFORMANCE
MANAGEMENT

Background:

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

Fiscal Impact:

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

Recommendation:

- Recommend approval of the FY 2016-2017 Section 5305(d) JPA between PSTA and the Pinellas County MPO.

Attachments:

1. Agreement

PINELLAS COUNTY
METROPOLITAN PLANNING ORGANIZATION
and
PINELLAS SUNCOAST TRANSIT AUTHORITY
JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION, hereinafter called the MPO, and the PINELLAS SUNCOAST TRANSIT AUTHORITY, hereinafter called the Public Agency.

WITNESSETH

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

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

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

1.0 Accomplishment of the Project

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

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

2.00 Project Cost

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

3.00 Project Term

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

4.00 The Project Budget

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

5.00 Accounting Records

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

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

(c) Audit Reports: The Public Agency shall provide, for each of its fiscal years for which the Project Account remains open, an audit report prepared in accordance with *Government Auditing Standards* and conforming to the single audit requirements in *OMB Circular A-133* either by its official auditor or audit agency or an independent certified public accountant, reflecting in detail the use for the Project of funds from the MPO, the Public Agency, and any other sources.

(d) Record Retention: The Public Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the MPO or the FDOT, or its designee, CFO or Auditor General access to such records upon request. The Public Agency shall ensure that the independent audit working papers are made available to the MPO or the FDOT, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the MPO or the FDOT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the MPO or the FDOT upon request. Records of costs incurred include the Public Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the MPO or the FDOT for a proper audit of costs.

6.00 Requisition and Payments

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

(b) MPO Obligation: Subject to other provisions herein, the MPO will pay to the Public Agency all proper requisitions for the eligible costs in accordance with this Agreement within 10 business days of the MPO's receipt of funds from the FDOT.

(c) Disallowed Costs: In determining the amount of the requisition payment, the MPO will exclude all Project costs incurred by the Public Agency prior to the effective date of this Agreement.

7.00 Termination or Suspension of the MPO's Obligations

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

8.00 Audit and Inspection

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

9.00 Third Party Contracts, Subcontracts, and Supplemental Agreements

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

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions

CIVIL RIGHTS - The following requirements apply to this Agreement:

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

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

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

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

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

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

(2). Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Public Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Public Agency agrees to comply with any implementing requirements FTA may issue.

(3). Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Public Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Public Agency agrees to comply with any implementing requirements FTA may issue.

(4). Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the Public Agency agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.

(5). Environmental Justice – The Public Agency agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

(6). Other Nondiscrimination Laws – The Public Agency agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

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

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

11.00 Miscellaneous Provisions

(a) MPO Not Obligated to Third Parties: The MPO shall not be obligated or liable hereunder to any party other than the Public Agency.

(b) Responsibility of Claims and Liability: To the extent permitted by law, the Public Agency shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the MPO from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property caused by the negligent acts or omissions of the Public Agency in the performance of its work on the Project, except only such injury or damage caused by the negligence of the MPO. Nothing contained herein is intended to nor shall it be construed as a waiver of either parties' immunity from or limitation of liability that either may be entitled to under the doctrine of sovereign immunity or Section 768.28, F.S.

(c) E-Verify: This Agreement is subject to the U.S. Department of Homeland Security's E-Verify system requirements as set forth in Exhibit "B".

12.00 Right of Technical Review

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

13.00 Execution of Agreement

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

14.00 Official Notice

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

- (a) Whit Blanton, FAICP, Executive Director
Pinellas County MPO
310 Court Street
Clearwater, FL 33756

- (b) Brad Miller, CEO
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

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

APPROVED AS TO FORM:

PINELLAS COUNTY
METROPOLITAN PLANNING ORGANIZATION

BY: _____
Chelsea D. Hardy (MPO Attorney)

BY: _____
Jim Kennedy, Chairman

ATTEST: _____
Whit Blanton, FAICP, Executive Director

PINELLAS SUNCOAST TRANSIT AUTHORITY

APPROVED AS TO FORM:

BY: _____
PSTA Chairman

BY: _____
Alan S. Zimmet (PSTA Attorney)

ATTEST: _____

EXHIBIT "A"

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

THE PROJECT:

Transit Operations Planning for FY 2016/17

LOCATION:

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

THE PROJECT DETAIL:

The Public Agency will carry out the activities listed below.

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

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

Estimated Total Project Cost:

\$100,000

EXHIBIT "B"

E-VERIFY

375-040-68
PROCUREMENT
01/11

Contract No: _____

Financial Project No(s): _____

Project Description: Transit Operations Planning for FY 2016/17

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Pinellas Suncoast Transit Authority

Authorized Signature: _____

Title: Chief Executive Officer

Date: June 22, 2016

INFORMATION ITEMS



4A: Risk Management Claims Liabilities



Action: Information Item

Staff Resource: Diane Randall, Risk Supervisor
Debbie Leous, CFO

**FINANCE & PERFORMANCE
MANAGEMENT**

Background:

- Committee member Brian Scott requested additional information on PSTA's history and management of our accident and other claims.
- PSTA Risk Management Team is responsible for evaluating risk to protect the assets of PSTA.
 - Working with staff to determine root causes and to develop strategies for mitigation to reduce loss
 - Monitoring actions and providing feedback through data tracking and trending
 - General Liability, Workers' Compensation, Environmental and Cyber Liability Insurance Programs
 - Claims Administration & Oversight

Fiscal Impact:

- PSTA has averaged \$.50 of claims liability per revenue mile over the last three years.
-

Attachments:

1. PowerPoint



Risk Management Department Overview

Finance & Performance Committee Meeting

June 15, 2016

PSTA Auditorium

Pinellas Suncoast Transit Authority (PSTA)

St. Petersburg, Florida

Risk Management Staff

- Five Employees – Four Full Time & One Part Time
- All Lines Licensed Adjusters
- Over 75 years of combined Insurance/Claims Experience



Responsibilities

- Evaluating risk to protect the assets of PSTA
- Working with staff to determine root causes and to develop strategies for mitigation to reduce loss.
- Monitoring actions and providing feedback through data tracking and trending
- Property, Liability, Workers' Compensation, Environmental and Cyber Liability Insurance Programs
- Claims Administration & Oversight



PSTA Contains Claims Costs

	2015	
	PSTA	HART
CAFR Claims/Judgements	\$ 4,458,473	\$ 7,991,529
Revenue Miles	8,829,177	9,533,388
Claims&Judgements/Revenue Mile	\$ 0.50	\$ 0.84

	2014	
	PSTA	HART
CAFR Claims/Judgements	\$ 4,996,101	\$ 7,693,334
Revenue Miles	8,757,831	9,465,934
Claims&Judgements/Revenue Mile	\$ 0.57	\$ 0.81

	2013	
	PSTA	HART
CAFR Claims/Judgements	\$ 3,749,688	\$ 5,725,000
Revenue Miles	8,647,827	8,914,839
Claims&Judgements/Revenue Mile	\$ 0.43	\$ 0.64

What makes PSTA different?

- PSTA will not pay medical expenses unless we are determined at fault
- We just don't "settle" – we research and verify claims thoroughly
- We meet with Transportation and Safety and Security Staff to review data, trends and analytics.
- Find ways to prevent incidents and mitigate injuries

QUESTIONS?



REPORTS

5A: Monthly Financial Statement



Action: Information Item

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

**FINANCE & PERFORMANCE
MANAGEMENT**

-
- Staff will present the financial status report for the month ending April, 2016.
-

Attachments:

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

MONTHLY FINANCIAL PERFORMANCE REPORT
for the Period Ending April 30, 2016

Month to Date as of April 2016

April				
Description	Actual	Budget	% Variance	\$ Variance
Revenues	\$4,057,673	\$3,807,383	6.57%	\$250,290
Expenses	\$5,259,228	\$5,397,116	(2.55%)	(\$137,888)
Surplus / (Deficit)	(\$1,201,555)	(\$1,589,733)	(24.42%)	\$388,178

For the month of April, the net deficit of -\$1.20 million was \$.39 million favorable to the budgeted deficit of -\$1.59 million.

Revenues

Passenger Fares revenue is -11.9% under budget.	(\$147,494)
Auxiliary revenue is -5.4% under budget.	(2,342)
Non-Transportation revenue is 86.3% over budget due to increased interest income.	12,961
Property Tax revenue is 6.4% over budget due to timing.	100,317
State Reimbursement-Fuel Tax revenue is -14.5% under budget.	(6,687)
State Grants revenue is 106.7% over budget due to timing.	279,184
Federal Grants MPO Pass -Thru revenue is 100.0% over budget due to timing.	15,606
All other revenues within 5.0% of budget.	(1,255)
	<hr/> <hr/> \$250,290

Expenses

Fringe Benefits expense is -7.9% under budget.	(73,122)
Diesel Fuel expense is -6.0% under budget.	(22,400)
Supplies expense is 26.8% over budget due to bus overhaul parts.	98,826
Insurance expense is 10.7% over budget due to the timing of recoveries.	15,497
Utilities expense is -27.0% under budget.	(27,031)
Taxes & Licenses expense is -6.9% under budget.	(5,266)
Miscellaneous expense is -105.9% under budget due to a reclassification.	(66,591)
All other expenses within 5.0% of budget.	(57,801)
	<hr/> <hr/> (\$137,888)

**MONTHLY FINANCIAL PERFORMANCE REPORT
for the Period Ending April 30, 2016**

Year to Date as of April 2016

April				
Description	Actual	Budget	% Variance	\$ Variance
Revenues	\$54,529,213	\$55,743,750	(2.18%)	(\$1,214,537)
Expenses	\$37,050,589	\$38,187,496	(2.98%)	(\$1,136,907)
Surplus / (Deficit)	\$17,478,624	\$17,556,254	(0.44%)	(\$77,630)

Year to date through April, the net surplus of \$17.48 million was **-\$0.08 million unfavorable to the budgeted surplus of \$17.56 million.**

Revenues

Passenger Fares revenue is -15.7% under budget.	(\$1,380,181)
Auxiliary revenue is 16.4% over budget due to increased advertising.	49,657
Non-Transportation revenue is 86.5% over budget due to increased interest income.	79,894
Property Tax revenue is 1.0% over budget.	341,642
State Grants revenue is -8.6% under budget due to timing.	(540,325)
Federal Grants revenue is 6.4% over budget due to timing.	245,605
Federal Grants MPO Pass -Thru revenue is -10.9% under budget due to timing.	(8,753)
All other revenues within 5.0% of budget.	(2,076)
	<u><u>(\$1,214,537)</u></u>

Expenses

Fringe Benefits expense is -7.8% under budget.	(504,799)
Diesel Fuel expense is -9.4% under budget.	(240,164)
Supplies expense is 19.8% over budget.	515,130
Insurance expense is -11.9% under budget.	(120,131)
Utilities expense is -23.9% under budget.	(163,036)
Miscellaneous expense is -33.8% under budget.	(129,543)
All other expenses within 5.0% of budget (Salaries are \$614,642 under budget).	(494,364)
	<u><u>(\$1,136,907)</u></u>

**MONTHLY FINANCIAL PERFORMANCE REPORT
for the Period Ending April 30, 2016**

Year to Year Comparison Based on YTD Actuals as of April 2016

April				
Description	FY 2016	FY 2015	% Variance	\$ Variance
Revenues	\$54,529,213	\$52,795,898	3.28%	\$1,733,315
Expenses	\$37,050,589	\$36,386,378	1.83%	\$664,211
Surplus / (Deficit)	\$17,478,624	\$16,409,520	6.52%	\$1,069,104

Year to year through April, the net surplus of \$17.48 million for FY 2016 was \$1.07 million favorable to the FY 2015 surplus of \$16.41 million.

Revenues

Auxiliary revenue for FY 2016 is 33.8% over FY 2015 due to increased advertising.	88,888
Non-Transportation revenue for FY 2016 is 44.1% over FY 2015 due to increased interest income.	52,712
Property Tax revenue for FY 2016 is 8.0% over FY 2015.	2,644,543
Local Beach Trolley & Rt.35 revenue for FY 2016 is 5.1% over FY 2015.	26,181
State Grants revenue for FY 2016 is -8.3% under FY 2015 due to timing.	(519,853)
Federal Grants revenue for FY 2016 is -12.2% under FY 2015 due to timing.	(566,209)
Federal Grant MPO Pass-Thru revenue for FY 2016 is -10.9% under FY 2015 due to timing.	(8,753)
All other revenues within 5.0% of budget.	15,806
	<u>\$1,733,315</u>

Expenses

Services expense for FY 2016 is 26.5% over FY 2015.	516,550
Diesel Fuel expense for FY 2016 is -42.6% under FY 2015.	(1,709,355)
Supplies expense for FY 2016 is 27.7% over FY 2015.	677,307
Insurance expense for FY 2016 is 40.0% over FY 2015.	254,632
Utilities expense for FY 2016 is -7.9% under FY 2015.	(44,341)
Taxes & Licenses expense for FY 2016 is 7.5% over FY 2015.	34,671
Purchased Transportation - DART expense for FY 2016 is 24.1% over FY 2015 due mostly to a change in accounting treatment of DART fares received by DART providers.	713,728
Miscellaneous expense for FY 2016 is -13.1% under FY 2015.	(38,300)
All other expenses within 5.0% of budget.	259,319
	<u>\$664,211</u>

Pinellas Suncoast Transit Authority
Statement of Revenues and Expenditures
Actual vs. Budget
Month Ended April 2016

	Month				Year to Date				Annual
	Actual	Budget	Variance		Actual	Budget	Variance		Budget
			Percent	Dollar			Percent	Dollar	
Revenue									
Passenger Fares	\$ 1,094,422	\$ 1,241,916	(11.88%)	\$ (147,494)	\$ 7,408,422	\$ 8,788,603	(15.70%)	\$ (1,380,181)	\$ 14,817,650
Auxiliary	40,791	43,133	(5.43%)	(2,342)	351,592	301,935	16.45%	49,657	517,600
Non-Transportation	27,974	15,013	86.33%	12,961	172,296	92,402	86.46%	79,894	173,050
Property Tax	1,678,454	1,578,137	6.36%	100,317	35,821,151	35,479,509	0.96%	341,642	37,808,440
Local Beach Trolley & Rt.35	78,393	77,179	1.57%	1,214	539,531	540,261	(0.14%)	(730)	926,156
State Reimbursement-Fuel Tax	39,527	46,214	(14.47%)	(6,687)	363,092	364,438	(0.37%)	(1,346)	652,620
State Grants	540,848	261,664	106.70%	279,184	5,740,689	6,281,014	(8.60%)	(540,325)	7,418,284
Federal Grants	541,658	544,127	(0.45%)	(2,469)	4,061,193	3,815,588	6.44%	245,605	5,481,491
Federal Grants MPO Pass -Thru	15,606	0	100.00%	15,606	71,247	80,000	(10.94%)	(8,753)	80,000
Total	4,057,673	3,807,383	6.57%	250,290	54,529,213	55,743,750	(2.18%)	(1,214,537)	67,875,291
Expenditures									
Salaries	2,341,517	2,407,946	(2.76%)	(66,429)	16,517,562	17,132,204	(3.59%)	(614,642)	29,306,960
Fringe Benefits	855,021	928,143	(7.88%)	(73,122)	5,994,624	6,499,423	(7.77%)	(504,799)	11,142,638
Services	301,500	293,097	2.87%	8,403	2,463,713	2,376,383	3.67%	87,330	3,715,565
Diesel Fuel	353,704	376,104	(5.96%)	(22,400)	2,306,467	2,546,631	(9.43%)	(240,164)	4,531,370
Supplies	468,021	369,195	26.77%	98,826	3,120,948	2,605,818	19.77%	515,130	4,529,002
Insurance	160,057	144,560	10.72%	15,497	891,769	1,011,900	(11.87%)	(120,131)	1,709,200
Utilities	73,209	100,240	(26.97%)	(27,031)	520,040	683,076	(23.87%)	(163,036)	1,168,600
Taxes & Licenses	71,079	76,345	(6.90%)	(5,266)	495,548	477,979	3.68%	17,569	843,590
Purchased Transportation - DART	521,852	520,541	0.25%	1,311	3,676,376	3,643,795	0.89%	32,581	6,246,500
Purchased Transportation - TD	60,945	62,381	(2.30%)	(1,436)	434,408	436,665	(0.52%)	(2,257)	748,570
Purchased Transportation - Trolleys	56,050	55,700	0.63%	350	374,950	389,895	(3.83%)	(14,945)	668,395
Miscellaneous	(3,727)	62,864	(105.93%)	(66,591)	254,184	383,727	(33.76%)	(129,543)	636,455
Total	5,259,228	5,397,116	(2.55%)	(137,888)	37,050,589	38,187,496	(2.98%)	(1,136,907)	65,246,845
Revenue Over / (Under) Expenditures	\$ (1,201,555)	\$ (1,589,733)	(24.42%)	\$ 388,178	\$ 17,478,624	\$ 17,556,254	(0.44%)	\$ (77,630)	\$ 2,628,446
Transfer (To) / From Reserve									\$ (2,628,446)

Pinellas Suncoast Transit Authority
Statement of Revenues and Expenditures
Actual vs. Actual
Month Ended April 2016

	Year to Date						
	Budget	April 2016		April 2015		Variance	
			Actual		Actual	Percent	Dollar
Revenue							
Passenger Fares	\$ 8,788,603	\$ 7,408,422	\$ 7,397,414	0.15%	\$ 11,008		
Auxiliary	301,935	351,592	262,704	33.84%	88,888		
Non-Transportation	92,402	172,296	119,584	44.08%	52,712		
Property Tax	35,479,509	35,821,151	33,176,608	7.97%	2,644,543		
Local Beach Trolley & Rt.35	540,261	539,531	513,350	5.10%	26,181		
State Reimbursement-Fuel Tax	364,438	363,092	358,294	1.34%	4,798		
State Grants	6,281,014	5,740,689	6,260,542	(8.30%)	(519,853)		
Federal Grants	3,815,588	4,061,193	4,627,402	(12.24%)	(566,209)		
Federal Grant MPO Pass-Thru	80,000	71,247	80,000	(10.94%)	(8,753)		
Total	<u>55,743,750</u>	<u>54,529,213</u>	<u>52,795,898</u>	<u>3.28%</u>	<u>1,733,315</u>		
Expenditures							
Salaries	17,132,204	16,517,562	16,206,977	1.92%	310,585		
Fringe Benefits	6,499,423	5,994,624	6,038,133	(0.72%)	(43,509)		
Services	2,376,383	2,463,713	1,947,163	26.53%	516,550		
Diesel Fuel	2,546,631	2,306,467	4,015,822	(42.57%)	(1,709,355)		
Supplies	2,605,818	3,120,948	2,443,641	27.72%	677,307		
Insurance	1,011,900	891,769	637,137	39.97%	254,632		
Utilities	683,076	520,040	564,381	(7.86%)	(44,341)		
Taxes & Licenses	477,979	495,548	460,877	7.52%	34,671		
Purchased Transportation - DART	3,643,795	3,676,376	2,962,648	24.09%	713,728		
Purchased Transportation - TD	436,665	434,408	438,702	(0.98%)	(4,294)		
Purchased Transportation - Trolleys	389,895	374,950	378,413	(0.92%)	(3,463)		
Miscellaneous	383,727	254,184	292,484	(13.09%)	(38,300)		
Total	<u>38,187,496</u>	<u>37,050,589</u>	<u>36,386,378</u>	<u>1.83%</u>	<u>664,211</u>		
Revenue Over / (Under) Expenditures	\$ <u>17,556,254</u>	\$ <u>17,478,624</u>	\$ <u>16,409,520</u>	<u>6.52%</u>	\$ <u>1,069,104</u>		

Transfer To / From Reserve



REPORTS

5B: Ridership & Operations Performance Report



Action: Information Item

Staff Resource: Rita Hoffman, Statistical Data Manager

**FINANCE & PERFORMANCE
MANAGEMENT**

-
- Staff will present the ridership and operations report for the month ending April, 2016.
-

Attachments:

1. Ridership and Operations Reports (provided at meeting)

ACTION/PRESENTATION ITEM



7A: FY2017 Capital Improvement Program & Bus Purchase



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

Staff Resource: Debbie Leous, CFO
Heather Sobush, Planning Manager

FINANCE & PERFORMANCE
MANAGEMENT

Background:

- The PSTA Board has had more than 10 hours of discussion about the types of buses PSTA should purchase over the past year.
- PSTA has developed a 5-year CIP that includes the bus purchases but also includes other capital purchases, funded primarily by its federal formula grant funds.
- Rather than hold multiple several votes on the CIP and bus purchases over several months, Board members suggested setting a higher level-fuel economy goal and ensuring PSTA was always improving its fuel economy with every future purchase rather than set a specific bus technology goal which may change.
- PSTA staff analyzed diesel, CNG, hybrid-electric, electric, and small bus technology initial capital costs, environmental emissions, and life cycle costs and determined that the most environmental and financial solution for the current year is to use its available PSTA funding to purchase diesel replacement buses.

Potential County BP Oil Spill Funding

- The Pinellas County Commission has agreed to consider using some of their BP oil spill settlement funds for the purchase and installation of an electric no-emission bus

charging station in St. Petersburg so that PSTA could implement a pilot program using no-emission electric buses. PSTA has similarly applied for a federal grant to fund this same type of program.

- If either the County or the Federal Transit Administration (FTA) agree to provide PSTA with funding to support the buses or charging station, PSTA will replace two of the recommended diesel replacement buses with electric buses for the order in FY 2017.
- If neither the County or FTA provide funding, then PSTA will purchase five diesel buses.

Smaller Buses

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

Fuel Economy Goal

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

Fiscal Impact:

- PSTA's 5-Year CIP is a balanced program of \$90 million with \$15.8 million planned for FY 2017. Almost all of the planned FY 2017 expenses are funded by PSTA's FTA 5307 Formula funds.

Recommendation:

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

Attachments:

1. PSTA's FY2017-2021 Capital Improvement Program (to follow)
2. PowerPoint (to follow)