

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

BOARD OF DIRECTORS MEETING AGENDA – JULY 27, 2016; 9:00 AM PSTA BOARD ROOM

#### **PAGE**

#### 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

#### 2. PUBLIC COMMENT

The Public Comment agenda item presents an opportunity for individuals to provide input on items that do not appear on the agenda. The public will also be allowed to speak on any consent agenda item, other than ceremonial and ministerial items, such as the approval of the Board's minutes, during the Public Comment section of the agenda. Each speaker will be asked to complete a green comment card, which will be given to the Chairperson by PSTA's General Counsel. Speakers will be recognized in the order in which cards are received.

#### 3. SPECIAL ACTION ITEM

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	A. Transit Riders Advisory Committee	ELAINE MANN	28
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11.	ADJOURNMENT				

JOINT PSTA & FORWARD PINELLAS BOARDS WORKSHOP FRIDAY, JULY 29, 2016, 9:00 AM

THE NEXT REGULAR PSTA BOARD MEETING IS AUGUST 24, 2016 AT 9:00 AM

#### **MEETING NOTICE**

The regular monthly meeting of the Pinellas Suncoast Transit Authority (PSTA) Board of Directors will be held on **Wednesday**, **July 27**, **2016**, **at 9:00 AM**, in the Board Room at PSTA Headquarters, 3201 Scherer Drive, St. Petersburg. Any last minute postponement of the meeting will result in another scheduled meeting to be held at least two days after the postponed meeting. A full Board Report package is available for public viewing at PSTA Headquarters and on PSTA's website. Materials printed in large type for the visually impaired can be made available by calling 727-540-1800 at least two days prior to the Board Meeting. Special listening devices are available for the hearing impaired and can be reserved by calling 727-540-1800. An interpreter for the hearing impaired can be scheduled with one week advance notice.

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

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

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

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

If any person decides to appeal any decision made by the Board of Directors with respect to any matter considered at this meeting, he/she will need a record of the proceedings, and that, for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

#### **PUBLIC COMMENT**



2: Public Comment

CUSTOMER

**Action:** Information Item

**Resource:** Julie Bujalski, Vice Chairperson

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

#### **SPECIAL ACTION ITEM**



3A: DART Paratransit Services Contract







Action: Approve the Attached Contract with Care Ride, LLC for a Total Cost Not

to Exceed \$36 Million Over the Maximum Five Year period.

**Resources:** Debbie Leous, Chief Financial Officer

James Bradford, Chief Operating Officer

Ross Silvers, Mobility Manager Joe Barkley, Finance Chair Elaine Mann, TRAC Chair



#### **Brief DART Recap:**

- PSTA operates Americans with Disabilities Act (ADA) paratransit door-to-door service called DART or Demand Response Transportation. DART meets PSTA's federal obligation for people who cannot safely utilize PSTA's accessible bus system.
- Eligible individuals receive door-to-door transportation service via either a liftequipped van or standard passenger vehicle. This service operates in the same areas and hours as PSTA's fixed route bus service.

#### **Current Paratransit Contract:**

- Currently the DART service is operated by two contractors, Care Ride and TransDev/Yellow Cab. Care Ride primarily operates accessible or wheelchair service with lift-equipped vans and TransDev/Yellow Cab operates ambulatory service primarily with taxi sedans and/or passenger vans.
- Annually, PSTA provides 319,000 rides between ambulatory (sedan) and accessible (lift equipped vans).

#### 2016 Paratransit RFP:

- The current contract for PSTA paratransit operations is set to expire on September 30, 2016. In April 2016, PSTA released a Request for Proposal (RFP) soliciting competitive proposals from experienced, qualified, and capable vendors to provide the requested service.
- In the April 2016 RFP release, PSTA detailed a higher standard of performance expectations in regards to the future operation of PSTA's paratransit services. Emphasis was placed on customer service, performance, accountability, reliability, and operating efficiency.

- It is also important to note that PSTA redefined its Key Performance Indicators (KPIs) and increased accountability measures through an expanded liquidated damage section in the new contract should a service provider not meet certain performance criteria. Conversely, PSTA has also expanded incentives for exceeding its already high, performance expectations.
- The RFP was posted on PSTA's website via DemandStar and sent directly to local, state-wide, and national service providers.
- As a result of the solicitation in April, three national and two local companies responded to the RFP proposing to operate either <u>accessible</u> paratransit service, <u>ambulatory</u> paratransit service, or <u>both</u>. The following chart depicts the proposing service providers including the specific service of which each proposed.

ACCESSIBLE/WHEELCHAIR	AMBULATORY
Care Ride	Care Ride
MV Transportation	TransDev
First Transit	1st Choice
1st Choice	

 A Selection Evaluation Committee comprised of PSTA staff evaluated each of the proposals through consensus scoring throughout two rounds of evaluations. All proposers except First Choice were selected to advance to the in-person company presentation phase (second round).

#### **Staff Evaluation:**

 After a careful evaluation of the written proposals and company presentations, the Selection Evaluation Committee recommends awarding Care Ride, LLC as the sole service provider for both Accessible and Ambulatory services. Care Ride was the highest ranked provider in both service categories following final evaluation, scoring, and rankings.

#### Accessible

SERVICE PROVIDERS	RANKING
Care Ride	98
MV Transportation	95
First Transit	92

#### **Ambulatory**

SERVICE PROVIDERS	RANKING
Care Ride	92
TransDev	90

- Care Ride demonstrated a high propensity to provide excellent service for both accessible and ambulatory paratransit demands from now into the future. As the incumbent for accessible (wheelchair) service, Care Ride has provided 97% or better on-time-performance rate during its nearly eight-year service run for DART with an extremely low incident and complaint rate.
- Care Ride provided detailed information on its standard operating procedures and future plans for expansion to accommodate all services within DART's requirements and client needs. All of Care Ride's stated procedures and operational methods involve the common theme of ensuring both contract compliance and customers' care are paramount among all things performed daily in the Care Ride operation.
- PSTA is additionally confident that with Care Ride operating both services it shall
  increase the quality of DART's paratransit service to also include increasing the
  effectiveness, efficiency, and reliability of paratransit services as shall be ultimately
  measured by high customer satisfaction.

#### **Fiscal Impact:**

• \$36 million is funded partially by Grants and the Transportation Department operating budget.

#### **Recommendation:**

 Approve the attached contract with Care Ride, LLC for a total cost not to exceed \$36 million over the maximum five year period. • The Finance and TRAC Committees reviewed this item and are recommending approval.

#### **Attachments:**

- 1. PowerPoint
- 2. Contract



# Paratransit Contract



## for DART Services

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

















### **Contract History**

- PSTA's largest single contract: \$6.3M for 319K Rides/Year
- Comparison: HART 148K Rides for \$5.3M.
- 2011: Two (2) contracts replaced "DART Choice."
  - <u>Care Ride</u> wheelchair passengers utilizing lift-equipped vans (accessible).
  - Yellow Cab (now under TransDev management) shared-taxi
     rides for ambulatory passengers.
- 2016: Contract(s) End 9/30/16.











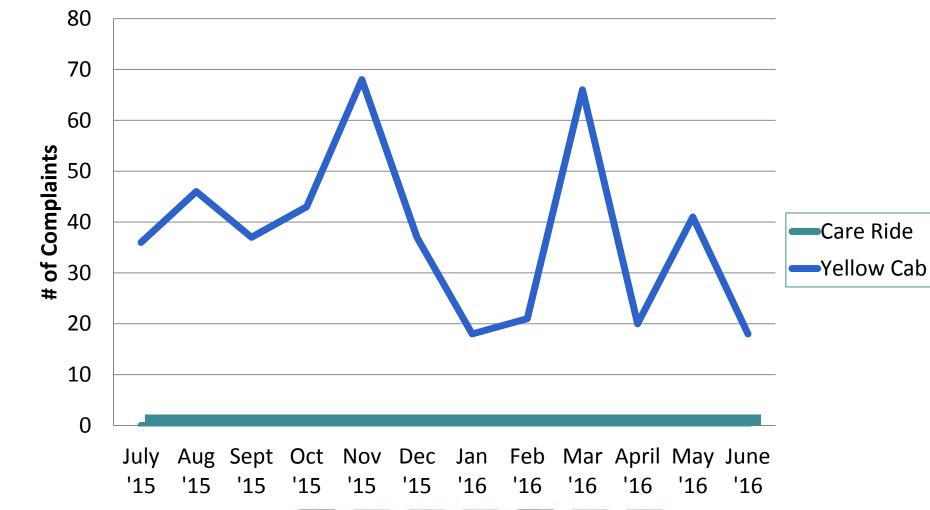






### **Complaint Reflection – Looking Back**

#### **DART Complaints - Previous 12 Months**

















### **Enhanced Performance Requirements**

Safety Program	On-Time Performance	Service Efficiency
Drivers/Training	Reservations	Scheduling/Dispatching
Missed Trips	Vehicle Maintenance	Travel Time
Call Performance	Emergency/Security Protocol	Comments, Compliments, and Complaints
Shared Rides	No-Stranding/Fares	Reporting Requirements

















### **Penalties & Incentives**

Standard = Not exceeding 1 complaint per 600 trips performed.

Service Attribute	Performance Standard	Liquidated Damages	Incentives
On-time Performance	98% On Time.	1%-5% of invoice for OTP. \$50 -\$200 trips > 30 min.	\$1,000 for 98 to 98.5% \$500/mo per .5% higher
Missed Trips	No Missed Trips.	\$250 per missed trip.	
Travel Time	100% of trips within PSTA stated travel times.	\$200 and up exceeding expected travel times.	
Call Performance	95% of calls answered within hold maximum.	% invoice if average hold times exceed one minute.	
Service Efficiency	Minimum 2.4 pax VRH measured monthly.	Incentivized to achieve higher monthly pax VRH.	\$500/mo for over 2.75
Ineligible Driver	Svc is performed w/ eligible driver 100% of the time.	\$100 for each trip performed.	
Erroneous Reporting	100% Accuracy in Reporting.	\$500 per occurrence.	
Smoking in Vehicles	Zero Tolerance.	\$100 per occurrence.	

















### **Proposers**

Accessible/Wheelchair	Ambulatory
Care Ride *Recommended	Care Ride *Recommended
MV Transportation	TransDev
First Transit	1 <sup>st</sup> Choice
1 <sup>st</sup> Choice	



























### **Care Ride Proposal Within Budget**

### Care Ride Price Proposal:

 New paratransit contract will not exceed \$36 million over a maximum five (5) year(s) period.

• Estimated to be within PSTA's 5-Year Forecasted Budget.















### **Staff Recommends Care Ride**

- Care Ride to provide operations for both DART's accessible (wheelchair) and ambulatory services beginning <u>October 1<sup>st</sup>, 2016</u>.
- Board approval for a contract with Care Ride, LLC for a total cost not-to-exceed \$36 million over a maximum five (5) year(s) period.















#### AGREEMENT FOR PARATRANSIT OPERATIONS AND RELATED SERVICES

THIS AGREEMENT is entered into on this 27th day of July 2016, by and between Pinellas Suncoast Transit Authority, an independent special district ("PSTA"), with its principal place of business at 3201 Scherer Drive, St. Petersburg, FL 33716, and Care Ride, LLC ("Contractor"), with its principal place of business located at 4625 East Bay Dr., Suite 105 Clearwater, FL 33764 (collectively referred to as the "Parties").

WHEREAS, PSTA issued Request for Proposal No. 16-002P for paratransit operations and related services on April 6, 2016 (the "RFP"); and

WHEREAS, Contractor submitted a Response to the RFP on June 3, 2016 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded the proposal to Contractor at the Board of Director's meeting on July 27, 2016 (the "Effective Date"); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and conditions set forth herein, 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 Federal Transit Administration Contract Clauses (attached hereto as **Exhibit 1**), the RFP and all exhibits attached thereto including all duly executed and issued addenda (collectively, attached hereto as **Exhibit 2**), and the Contractor's Response (attached hereto as **Exhibit 3**). 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, precedence will be resolved in the following order:

Federal Transit Administration Contract Clauses This Agreement The RFP Contractor's Response

3. **SCOPE OF WORK.** Contractor shall provide paratransit operations and related services in accordance with the specifications, tasks, and scope of work set forth in the RFP (the "Services"). Contractor acknowledges that it has read the specification for the Services and understands them. The Parties hereby acknowledge that Contractor's services are subject to passenger request. Nothing contained in this Agreement or any of its exhibits or attachments shall be construed as a guarantee or implication as to any minimum quantity of services that Contractor will provide or for which it will be compensated. It is further understood and agreed by the Parties that Contractor, in the performance of the Services, is subject to the control and direction of PSTA as to the designation of tasks to be performed and the results to be accomplished for the Services, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use PSTA facilities, space, equipment or support services in the performance of the Services, this use shall be at Contractor's sole discretion based on Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contractor, PSTA does

not require that Contractor use PSTA facilities, equipment or support services or work in PSTA locations in the performance of the Services.

4. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for three (3) years ("Contract Term") and shall automatically renew for two (2) additional one (1) year terms (each a "Renewal Term") for a maximum total of five (5) years unless either party provides written notice to the other party prior to the expiration of the Contract Term or any Renewal Term.

#### 5. TERMS OF PERFORMANCE.

- 5.01 Time for Performance. Contractor shall begin providing the Services on the Effective Date and shall continue throughout the Contract Term and any Renewal Term(s). Time is of the essence in performing all Services under this Agreement.
- Representatives; Relationship of Parties. Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing ("Contractor's Representative"). Such designation shall include the contact information (including phone numbers) of Contractor's Representative. PSTA will advise Contractor 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. The Parties acknowledge that the relationship created by this Agreement is of independent contractors and neither party shall have the ability or authority to bind the other party to any other contract or obligation. Contractor shall have no authority to and shall not pledge PSTA's credit or in any way render PSTA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 5.03 Non-exclusive contract. PSTA specifically reserves the right to contract with other entities for the Services or for similar services and products if it deems, in its sole discretion, such action to be in PSTA's best interest. Contractor may also perform services for additional persons or companies, in Contractor's discretion.
- Licenses and Permits. Contractor shall secure all necessary licenses and permits that may be necessary to perform the Services under this Agreement. PSTA shall not be held responsible in the event Contractor fails to meet any local or state regulation, or to secure any permits or licenses required to provide the Services under this Agreement. Any such failure shall be considered a material breach of the terms and conditions of this Agreement.
- 5.05 Contractor Responsibility. Contractor shall provide Services of first quality in accordance with customary standards of the industries involved in the Services. The Services shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in providing the Services. Contractor represents and warrants that it has no obligations or indebtedness that would impair its ability to perform the Services under this Agreement.
- 5.06 Compliance with Laws. Contractor shall be solely responsible for being familiar with and compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including but not limited to those set forth in this Agreement, and that, in any manner,

could bear on the Services including, but not limited to, data privacy laws, all rules and regulations related to safety and compliance therewith including but not limited to those applicable to conflict of interest and collusion, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60). PSTA and PSTA's Project Manager will communicate directly with Contractor's Representative and shall have no authority to direct, oversee, or instruct Contractor'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 Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

- 5.07 Suspension of Services. PSTA may, in its sole discretion, suspend or delay all or part of the Services provided by Contractor under this Agreement upon written notice to Contractor. Such notice shall specify the nature and expected duration of the suspension or delay. Contractor shall resume providing services upon written direction from PSTA.
- Transitioning to a Subsequent Contractor. Contractor shall cooperate and participate in transitioning the Services with PSTA's previous contractor at the start of the Contract Term and to a new subsequent contractor upon termination or expiration of this Agreement. Contractor shall participate in meetings with PSTA and the other contractors, transfer records, and take all other actions necessary to transition its duties no less than one hundred twenty (120) calendar days prior to the start of a new contractor (the "Transition Period"). Contractor shall participate in the smooth transition of the Services to ensure that the transition results in minimum disruption of the Services and PSTA's operations. During the Transition Period, Contractor shall comply with all PSTA's request related to the transition and in the timeframe designated by PSTA.
- 6. **COMPENSATION.** In consideration of Contractor's faithful performance of the Services, PSTA agrees to pay Contractor on a per ride basis according to the costs and methods set forth in Exhibit 3, as reduced by any deductions for late trips, missed trips, hold times, and/or erroneous reporting, and any Liquidated Damages pursuant to section 12.04 of this Agreement, all as determined by PSTA. Total costs per trip and any discounts set forth in Exhibit 3 shall be held firm throughout the duration of the Contract Term and any Renewal Terms, unless otherwise agreed upon in writing by the Parties.
- 6.01 Invoices. All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, including but not limited to the PSTA Purchase Order Number, and delivered to the following address:

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

6.02 Payment Due Date. Payment due date is calculated from time PSTA 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.

- 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. Contractor shall have thirty (30) days from the date of payment to challenge any payments from PSTA.
- 6.04 Security of Performance. Contractor shall provide a performance bond, letter of credit, or certificate of deposit payable to PSTA ("Security") in the amount of five hundred thousand and NO/100 U.S. dollars (\$500,000.00) to secure Contractor's performance of its obligations under this Agreement. The Security shall be submitted to PSTA prior to providing the Services and shall be maintained at all times during the Contract Term and any Renewal Terms. The Security shall be conditioned upon full performance of all obligations imposed upon Contractor under the Contract Documents. The Security must be executed by a company licensed to do business in the State of Florida and must be in a form acceptable to and approved by PSTA's General Counsel. The Security shall provide that in the event the PSTA terminates this Agreement for breach by Contractor, PSTA may have recourse against the Security for all damages that PSTA would be entitled to from Contractor under this Agreement. In the event the Parties agree on a modification to increase the Contract Price, PSTA may require additional Security up to one hundred percent (100%) of the increase in the Contract Price by directing Contractor to increase the amount of the existing Security or to obtain additional Security. The Security may be provided on an annual basis and, upon a period of at least one (1) year of satisfactory performance, may be reduced for the remaining Contract Term and Renewal Terms, upon mutual written consent of the Parties.
- 6.05 *Tax-exempt*. PSTA does not pay sales or use tax and will provide sales tax exemption certificate at the written request of Contractor, where necessary.
- 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.

#### 8. COVENANTS AGAINST GRATUITIES.

- 8.01 Contractor Gratuities. Contractor warrants that it 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 Contractor's performance under this Agreement.
- 8.02 *Driver Requirements*. Contractor shall prohibit and ensure that no representative, employee, contractor, driver, or any person providing the Services under this Agreement accepts any gratuity, tip, or compensation from any rider who is receiving Services provided under this Agreement.
- 9. **ASSIGNABILITY; SUBCONTRACTING; EMPLOYEES.** The terms and provisions of the Contract Documents shall be binding upon PSTA and Contractor, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.
- 9.01 Written Approval Required. The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

- Responsibility for Subcontractors. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Contractor shall require all subcontractors performing or contributing to the Services under this Agreement to keep written records in reasonable detail of all services performed and to maintain all books, data information and records in a form that will support the subcontractor's invoice billed to the Contractor.
- 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.* Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.
- 9.05 Employees. Contractor is an independent contractor and no relationship of employer-employee exists between the Parties for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable as employees of PSTA. PSTA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. Contractor shall be solely responsible for paying all of its subcontractors, employees, payroll taxes, and/or benefits. If, in performing the Services, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors. Contractor shall be solely responsible for satisfying all obligations that may be owed its employees, whether derived from statute, regulation or agreement, throughout this Agreement and after expiration or termination of this Agreement, however terminated.
- 9.06 Criminal History Checks. Contractor shall ensure that all employees, subcontractors, and subcontractor employees have completed a fingerprint based criminal history check, which shall include Level 2 Background Screening pursuant to section 435.04, Florida Statutes. Contractor shall not charge any additional fees or expenses for such background checks.
- 9.07 Provision for other Governmental Entities. Unless otherwise stated in Contractor's Response, Contractor agrees to make the unit prices in Contractor'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. Time is of the essence for all Services provided under this Agreement. If contractor fails to promptly provided Services under this Agreement, PSTA may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.
- 10.02 Force Majeure. Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party. Notwithstanding the foregoing, Force Majeure shall not include strikes or labor disputes.
- Unavoidable Delay. In the event there is a delay in performance that is not reasonably expected to occur, including but not limited to delays in connection with Contractor's suppliers or agent thereof, that are substantial enough to cause delay of Services to PSTA, Contractor shall notify PSTA immediately and in no event more than ten (10) days of Contractor being made aware that such event has occurred, or when Contractor should be aware that such event has occurred, and request extended time for completion. PSTA shall review the request and determine whether it is appropriate. PSTA shall respond to Contractor in writing within ten (10) days of receipt of Contractor's request for extension and, if granted, shall extend the time for completion for the determined number of days attributable to the unavoidable delay. Contractor shall not be entitled to any damages or compensation and shall not be reimbursed by PSTA for losses on account of delays or hindrances resulting from any cause including, but not limited to, any actions which result in change in scheduling, changes in the scope of services, or increases in the cost of performing the Services.
- 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, and without penalty or expense to PSTA, upon thirty (30) days' written notice to Contractor. If PSTA terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid for services performed up to the date of termination. If Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.
- 11.02 With Cause. PSTA may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Contractor fails to perform in the manner called for in the Contract Documents; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. If Contractor fails to cure the defect in performance, or if it has received a written notice of termination to Contractor for the same issue more than two (2) times over the course of this Agreement, this Agreement may be terminated by PSTA immediately. Contractor agrees that any assessment or payment of Liquidated Damages as set forth in section 12.04 of this Agreement does not cure any defect in performance and does not adequately compensate PSTA for the damages and harm sustained from a pattern of substandard performance. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA ninety (90) 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 ninety (90) day cure period, Contractor may not terminate this Agreement.

- 11.03 Effect of Termination. Upon expiration or termination of this Agreement, however terminated, and final payment for the Services rendered in accordance with the Contract Documents, PSTA shall have no further obligations or responsibilities to Contractor. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against PSTA arising out of this Agreement or otherwise relating to the Services, except those identified in writing by Contractor to PSTA prior to receipt of final payment. Neither the acceptance of the Services nor payment by PSTA shall be deemed to be a waiver of PSTA's rights or remedies, including but not limited to the right to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under this Agreement, or to the recovery of damages for failure to provide the Services in accordance with the Contract Documents.
- 11.04 Reprocurement. Should this Agreement be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in reprocuring elsewhere the same or similar items or services offered by Contractor.
- 11.05 Force Majeure. If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11(a) of this Agreement.
- 11.06 Appropriation. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, PSTA shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.
- 11.07 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

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

- Disputes. Disputes raised by Contractor 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 of Contractor's receipt of the decision of PSTA's Director of Procurement, Contractor has furnished a written notice of appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.
- 12.02 Performance during Dispute. Unless otherwise directed by PSTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- 12.03 Claims for Damages. Should Contractor 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.

Liquidated Damages. Contractor acknowledges and agrees that the damages PSTA will suffer as a result of Contractor's failure to provide the Services in accordance with the terms set forth in Paragraph 22(C) of Exhibit A to the RFP are not readily ascertainable and would be incapable to quantify. As such, PSTA shall be entitled to liquidated damages as set forth in Paragraph 22(C) of Exhibit A to the RFP ("Liquidated Damages"). Notwithstanding any other provision of this Agreement, Liquidated Damages shall begin to accrue from the date of the breach and shall not be affected by any cure period or grace periods. The Parties acknowledge that the Liquidated Damages are reasonable, are based on the anticipated harm caused by such breach, and are not a penalty. PSTA may, in its sole discretion, upon thirty (30) days' written notice to Contractor, deduct Liquidated Damages from Contractor's invoices for any amounts due or which may become due under this Agreement.

12.05 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this 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.

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

#### 13. INDEMNIFICATION.

13.01 General. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, loss of use, or Contractor's violation or alleged violation of any third parties' trade secrets, proprietary information, trademark, copyright, patent rights or first amendment rights 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. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. 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. All obligations contained in this Section 10 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 the Contract Documents.

- 13.02 Control of Defense. Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished records and information, and shall attend any conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- 14. **INSURANCE.** Before beginning any work under this Agreement, Contractor shall obtain insurance as specified in the RFP at Contractor's sole expense and shall provide PSTA with proof of insurance as specified therein. Contractor shall maintain such insurance throughout the entire Contract Term and any Renewal Terms.
- 15. **FEDERAL PROVISIONS.** As required by the Federal Transit Administration (FTA), the attached **Exhibit 1** 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.

#### 16. MISCELLANEOUS PROVISIONS.

- 16.1 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor and PSTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida; Tampa Division.
- 16.2 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, bids and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.
- 16.3 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor acting on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), 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 the Contractor 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 Contractor does not comply with a public records request, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

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

Telephone number:	
E-mail address:	
Mailing address:	

16.4 Interest of Members of or Delegates to Congress; conflicts of interest. 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. Contractor represents and warrants that no public officers or procurement employees have a material ownership interest in Contractor and this Agreement is not otherwise prohibited by part III, chapter 112, Florida Statutes. Contractor further represents and warrants that its current business dealings will not conflict in any manner with Contractor's performance of the Services. Contractor shall promptly notify PSTA's Project Manager of any potential conflicts of interest which may arise throughout this Agreement with respect to any prospective business association, interest or other circumstance with may influence, or appear to influence, the Contractor's judgment or quality of the Services. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of PSTA as to whether the association, interest or circumstance would, in the opinion of PSTA, constitute a conflict of interest if entered into by the Contractor. PSTA agrees to notify Contractor of its decision within thirty (3) days of receipt of notification by Contractor. If, in the opinion of PSTA, the prospective business association, interest or circumstance would not constitute a conflict of interest, PSTA shall so state in the notification and Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the Services.

16.5 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: Brad Miller, CEO 3201 Scherer Drive St. Petersburg, FL 33716

#### With required copy to:

Alan S. Zimmet, General Counsel Bryant Miller Olive One Tampa City Center

#### To Contractor:

Care Ride, LLC Attn: Douglas M. Johnson 4325 East Bay Dr., Suite 105 Clearwater, FL 33764 Suite2700 Tampa, Florida 33602

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

- 16.6 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.
- 16.7 Modification. The Contract Documents may not be amended or altered without prior written approval by PSTA and which is signed by the Parties. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by PSTA.
- 16.8 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.
- 16.9 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents of PSTA or citizens of its service area, nor shall it be construed as enforceable by any third parties.
- 16.10 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 individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Effective Date.

CONTRACTOR:	PSTA:
Ву:	By:
Duly Authorized Designee	Brad Miller, CEO
WITNESS:	Approved as to form:
Ву:	By:
	Alan S. Zimmet. General Counsel

#### **COMMITTEE UPDATES**



4A: Transit Riders Advisory Committee

GOVERNANCE

**Action:** Information Item

**Resources:** Brad Miller, CEO

Elaine Mann, Committee Chair



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

**Attachments: None** 

#### **COMMITTEE UPDATES**



4B: Forward Pinellas (MPO)

GOVERNANCE

**Action:** Information Item

**Resources:** Brad Miller, CEO

Julie Bujalski, PSTA's Rep.



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

**Attachments: None** 

#### **CONSENT AGENDA**



**5A:** Board Meeting Minutes

GOVERNANCE

**Action:** Approve Board Meeting Minutes

**Staff Resource:** Clarissa Affeld, Admin. Assistant

• Staff recommends approval of the minutes of the June 22, 2016 Board Meeting.

#### **Attachments:**

1. Minutes



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

#### BOARD OF DIRECTORS MEETING MINUTES – JUNE 22, 2016

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

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

Also Present:
Brad Miller, CEO
Alan Zimmet, PSTA General Counsel
PSTA Staff Members

Members of the Public

Kenneth Welch

Lisa Wheeler-Brown

#### CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairperson Rice called the meeting to order at 9:00 AM and the Board was led in a moment of silence and the Pledge of Allegiance.

#### DRAFT

#### **PUBLIC COMMENT**

Walter Slupecki, St. Petersburg resident, urged the Board to purchase a few electric buses. He spoke about Routes 59 and 9 and requested later service to accommodate riders who work a late shift.

Deborah Lekenta, Neighborly Care Network, thanked the Board for approving the Transportation Disadvantaged (TD) contract and continuing to serve the Heritage Presbyterian Apartments.

Betty Niles, Pinellas Park resident, commented on the Route 444 schedule that serves the Walmart, adding that if you miss the bus, you have to wait two and a half hours for the next bus. She pointed out that some riders are not able to walk the two blocks to 49th Street to catch the bus.

Carl Heissenbuttel, Clearwater resident, spoke about adjusting the bus schedules to make better connections, especially on Route 19. He suggested that improvements be made to the Route 62 schedule to better accommodate people attending church.

#### **RECOGNITION/AWARDS**

Jeff Thompson, Director of Transportation, recognized and congratulated recently retired Shelbie Harris for her 35 years of service at PSTA.

#### NON-BOARD COMMITTEES

<u>Transit Riders Advisory Committee (TRAC)</u> – Elaine Mann, Committee Chair, reported on the June 14th TRAC meeting.

<u>Forward Pinellas (Metropolitan Planning Organization - MPO)</u> – Ms. Bujalski reported on the Forward Pinellas Board meeting that took place on June 8th.

MPO's Local Coordinating Board (LCB) – The LCB did not meet last month.

#### CONSENT AGENDA

Ms. Long made a motion, seconded by Mr. Bevis to approve the Consent Agenda. There were no public comments. The Board unanimously approved the Consent Agenda, which included the approval of the May 25, 2016 Board meeting minutes, the wheelchair restraint system contract, and the MPO transit planning grant.

#### **ACTION ITEMS**

Florida Department of Transportation (FDOT) Central Avenue Bus Rapid Transit (BRT) Funding – Cassandra Borchers, Chief Development Officer, announced that the BRT project is moving forward. She said the Florida Transit Administration (FTA) approved PSTA's request to advance the project into the Project Development (PD) phase of FTA's Capital Investment Grant (CIG) program. Ms. Borchers indicated that the PD phase will cost approximately \$700,000 with FDOT providing \$500,000 and PSTA contributing \$200,000. She said staff is recommending approval of the FY 2017 FDOT Central Avenue BRT Joint Participation Agreement (JPA) and adoption of Resolution #16-06. After Mr. Zimmet read the Resolution by title, Ms. Long made a motion, seconded by Mr. Barkley to approve the JPA and adopt Resolution #16-06. There were no public comments. Motion passed unanimously.

October 2016 Service Improvements – Ms. Borchers presented maps showing the proposed service changes on Routes 61, 62, Dunedin/Palm Harbor Connector, Route 66, the Jolley Trolley, the Oldsmar/Tampa Connector, and Route 19. She provided public comments stemming from recent public engagement and spoke about the major areas of public concern. Ms. Borchers presented revisions to the proposed route changes based on public comments. Once the service changes are approved, there will be public outreach efforts from July to October. Mr. Welch reported that the Planning Committee unanimously recommended approval of the service changes with the adjustments noted by staff.

In response to Chairperson Rice's call for public comment, Elaine Mann, Dunedin resident, spoke about the proposed elimination of service along Douglas Avenue in Dunedin, adding her opinion that the proposed Jolley Trolley route is not an acceptable alternative.

Christina Scherf and Jan Watson from Presbyterian Apartments thanked the Board members for retaining service to the apartment complex.

Mr. Heissenbuttel pointed out that the people making decisions on the route changes do not ride the buses on a daily basis. He recommended that the Board members ride the buses for a month to experience how difficult it is to make connections.

Denise Deja, St. Petersburg resident, said she believes a lot of people will no longer go to Dunedin if the routes are cut. She also mentioned the Central Avenue Trolley in St. Petersburg, stating her belief that the Trolley should be re-routed off Beach Drive.

Mr. Eggers asked for clarification on the Dunedin routes. Ms. Borchers explained the changes and indicated that PSTA is continuing to speak with city staff regarding the routes. Mr. Welch pointed out that Ms. Mann's comments were not available when the Planning Committee made their recommendation.

Ms. Bujalski expressed concerns about eliminating regular bus service in Dunedin and replacing it with the Jolley Trolley. She is also concerned about losing service to the high school. Ms. Long suggested delaying the decision about service in Dunedin until more discussion can take place.

Mr. Diamond made a motion, seconded by Mr. Bevis to adopt all the recommendations for the service changes with the exception of all proposed changes relating to service in the Dunedin corridor, which will go back to the Planning Committee. Mr. Miller indicated that staff will meet with Dunedin Mayor Bujalski and city staff to discuss the route changes before the July 20th Planning Committee meeting. He stated that if an agreement cannot be reached, it will be placed on hold until the February 2017 service changes. There were no further public comments. Motion passed unanimously.

<u>Capital Improvement Program (CIP)/Bus Purchase</u> – Debbie Leous, Chief Financial Officer, presented information stemming from the June 15th Finance and Planning Committee meetings. She said there was discussion about purchasing two electric buses as part of the five replacement buses, as well as purchasing smaller, 35' buses. Ms. Leous presented the FY 2017 – 2021 CIP and highlighted some other key projects. She indicated that the Finance Committee voted 3:1 for the purchase of five diesel buses with the substitution of two electric based on receipt of grant funding or BP oil spill funding and the Planning Committee voted unanimously for the purchase of five hybrid buses with the substitution of two electric buses if funds become available.

Mr. Barkley reported on the Finance Committee's recommendation and Mr. Welch reported on the Planning Committee's recommendation. A few Board members had questions regarding the costs, fuel savings, and miles per gallon (MPG).

In response to Chairperson Rice's call for public comment, Barbara Haselden, St. Petersburg resident, submitted 350 Pinellas County resident signatures on a petition to buy smaller buses. She believes that it is wrong to use BP money to subsidize the purchase of electric buses.

Phil Compton, Sierra Club, submitted 625 signatures in favor of electric buses. He added that the Tampa Bay Zero Emission Coalition supports PSTA's use of the BP funds.

The following Pinellas County residents also expressed their strong support for the purchase of electric buses: Craig McCorkle, Lawrence Potter, Jeanette Young, Lucinda Johnston, Jasmina Forcan, Jim Igler, Denise Deja, Susan McGrath, Dale Potter, Nancy Frainetti, Tom Krumreich, James Shirk, Rebecca Falkenberry, Kalen Hammann, Michelle Allen, Jennifer Rubiello, and Frank Jackalone.

Raemona Mae Clark stated her opinion that more shelters are needed. She pointed out that hybrid diesels are better than diesels, and that electric buses would be suitable for short routes, but not PSTA's longer routes.

#### [Ms. Johnson left the meeting at 10:51 AM and did not return.]

Ms. Long asked about leasing the batteries for the electric buses and Mr. Miller responded that staff has been in communication with Proterra, but more information is needed. Ms. Long said that Duke Energy is seriously looking to partner with PSTA. Mr. Eggers stated that the most critical issue is the short-term financial cliff that PSTA is facing in five years. Ms. Gerard stated her belief that the Board has received deliberately misleading information.

Mr. Barkley expressed his disappointment in the Finance Committee's decision to recommend purchasing diesel buses. Mr. Welch made a motion, seconded by Mr. Bevis to support the Planning Committee's recommendation to approve the 2017 – 2021 CIP and the purchase of five hybrid buses and substituting two electric buses if funding becomes available, set the fuel economy goal at 4.6 MPG, and to authorize the use of existing bus contracts with no additional votes.

After a few additional comments were made regarding the Authority's aging fleet and financial difficulties, the motion passed (12:2) with Mr. Eggers and Mr. Scott dissenting.

State Government Affairs Team Recommendation – Mr. Diamond stated that since he is now a candidate for the State Legislature, he believes it is prudent that he abstain from the discussion and voting on this issue. He turned the discussion over to Legislative Committee Vice-Chair Long. Ms. Long stated that the Legislative Committee unanimously recommended approval of the contract. Ms. Long made a motion, seconded by Mr. Barkley to accept the recommendation of the Legislative Committee. Mr. Miller said the recommendation is to award the contract to RSA Consulting Group, LLC who will be joined by Alan Suskey of Suskey Consulting. He noted that this is a savings of \$18,000.

#### [Ms. Wheeler-Brown left the meeting at 12:40 PM and did not return.]

There were no public comments. Ms. Long amended her motion and proposed that this contract be for a two-year period instead of three years with the option to extend. Mr. Barkley accepted her amendment. Motion passed (12:1) with Mr. Diamond abstaining.

#### **INFORMATION ITEMS**

<u>Draft Fiscal Year 2017 Budget</u> – Ms. Leous summarized the FY 2017 budget. She reported that the FY 2016 projections are strong with an anticipated \$767,921 surplus, which will be added to the reserves. She noted that this is the fifth straight year of substantial savings. Ms. Leous stated that the ad valorem tax will be discussed at the July Board meeting and the budget will be voted on in September after the two public hearings.

#### REPORTS/CORRESPONDENCE

<u>PSTA Performance Report/Updates</u> – The report was supplied in the Board packet. Mr. Miller said ridership is down and staff is preparing on a presentation to the Finance Committee addressing this issue.

#### **FUTURE MEETING SUBJECTS**

The Board was provided with a list of upcoming meeting subjects. Mr. Miller highlighted a number of activities taking place in July including the July 12th County Public Hearing on the BP funds, the Floridians for Better Transportation conference on July 18-20, and the July 29th PSTA/Forward Pinellas joint meeting. He also said that PSTA will be part of the St. Petersburg PRIDE parade on June 25th.

[Ms. Long and Mr. Diamond left the meeting at 12:51 and did not return.]

#### **OTHER BUSINESS**

No other business was discussed.

#### **BOARD MEMBER COMMENTS**

Chairperson Rice thanked staff and the public for their input and comments.

### **ADJOURNMENT**

There	being	no	further	business,	Chairperson	Rice	adjourned	the	meeting	at
12:56 F	M. The	e nex	ct meeting	g is schedu	led for July 27	th at 9	:00 AM.			
						Cha	irperson			

### **CONSENT AGENDA**



5B: Mediated Settlement-Pepper Contracting

Action: Approve a Lump Sum Mediated Settlement Amount of \$260,000 and

Approval of a Mutual Full-Release Agreement to Pepper Construction Services, Inc. to Settle Remaining Two Claims Related to 2012 Concrete

**Construction Project.** 

**Resources:** Brad Miller, CEO

Alan Zimmet, General Counsel Joe Barkley, Committee Chair FINANCE & PERFORMANCE
MANAGEMENT

### **Background:**

- Mediation took place on July 13, 2016 between PSTA, Pepper Contracting Services and Chubb Insurance Company.
- As a result of this mediation, all claims were settled as indicated below:
  - o This Mediation Settlement Agreement is made and entered 13th day of July, 2016, by and among PSTA, Pepper Contracting Services, Inc., a Florida corporation, and Chubb Custom Insurance Company (Pepper's Insurance Carrier), a New Jersey corporation which agreement is entered into as a result of a pre-suit mediation held on July 13, 2016.
  - o Subject to approval of PSTA's Board of Directors, PSTA shall pay Pepper \$260,000.00 as a full and final settlement of all matters relating to or arising out of the PCC Pavement and Security Upgrades IFB-12-0048, the associated contract documents (the "Project'), Pepper's soil remediation claim as set forth in its claim of August 20, 2013 and subsequent correspondence.
- Pepper's Request for Equitable Adjustment as set forth in its claim of November 27,2013 and subsequent correspondence, and Chubb's claim for subrogation arising out of payments made to Pepper related to Pepper's soil remediation claim (collectively, Pepper's Claims).

### **Recommendation:**

- Approve a lump sum mediated settlement amount of \$260,000 and approval of a mutual full-release agreement to Pepper Construction Services, Inc. to settle remaining two claims related to 2012 concrete construction project.
- The Finance Committee reviewed this item and is recommending approval.

### **Attachments:**

1. Summary



### \$260,000 Mediated Settlement Pepper Construction Services, Inc. History July 18, 2016

**2005** – PSTA completes Scherer Dr. Facility, surface concrete fails.

**2011 –** PSTA receives \$6.1M concrete settlement from engineers/contractor.

**April, 2012 -** Concrete Replacement Project starts with Pepper Construction, Services, Inc. (Pepper).

August, 2012- Pepper strikes diesel fuel line spilling fuel.

### **Nov. 2013**- Substantial Completion – Pepper files 2 financial claims:

- <u>Claim #1 \$862,343</u> "Equitable Adjustment" for Extra work on project.
- <u>Claim #2 \$166,620</u> "Soil Remediation" for extra clean-up of the 2012 oil spill that Pepper claimed was not caused by their fuel line strike.
- <u>Total \$1,028,963</u> Claimed by Pepper.

### March, 2014 – PSTA Board Approves:

- <u>Claim #1 \$195,000 Settlement</u> PSTA wrote check that Pepper never signed.
- <u>Claim #2 \$182,000 "Cap"</u> PSTA would pay no more than \$182K based on a future mediated agreement.
- Total Exposure for PSTA: \$377,000.
- **January, 2016-** Pepper appears before PSTA Finance Committee, says \$195K Board Approved settlement is now "off-the-table."
- **July 13, 2016** Mediated settlement agreed by both parties: \$260,000 total payment for both claims in exchange for full release for all parties.

### **CONSENT AGENDA**



5C: Employee Health Benefits



Action:

- A. Approve the Renewal of Medical, Prescription and Dental Insurance through Cigna for FY 2017 for PSTA Employees and Dependents Not to Exceed \$ 6,500,000.
- B. Approve the Renewal of FY 2017 Vision Coverage through Advantica not to Exceed \$50,000.
- C. Approve the Renewal of Optional Life Insurance through Minnesota Life No Increased Cost.

**Resources:** Larry Longenecker, Director of HR

James Bradford, Chief Operating Officer

Joe Barkley, Committee Chair

FINANCE & PERFORMANCE MANAGEMENT

### **Background:**

### **Medical and Prescription Insurance:**

- PSTA's Insurance Broker, The Gehring Group, negotiated renewal of the medical and prescription insurance coverages with Cigna based on input from PSTA management and SEIU.
- PSTA's represented employees per the Union Contract are responsible for 50% of any increase in medical and prescription rates, as well as non-union employees.
- Renewal projections were initially estimated to increase 12-14% due to increased medical and prescription claims. Based on final negotiations the increase was limited to 6.8%
- Total costs for medical and prescriptions are anticipated to be \$ 6,285,296.
- To promote a healthier workplace, based on the current year results from the PSTA biometric screenings, weight loss is being targeted as a wellness incentive and an opportunity to build up a "bank" to reduce the premium costs to employees.
  - o As part of the new SEIU agreement banks were set up and going forward a bank will be set up for each employee.
  - SEIU has been an integral part of the wellness discussions and a team has been meeting made up of management and union to work on this and other projects.
  - o Biometric screenings will be required to qualify for bank incentives. A maximum of \$50 IN GIFTS WILL BE GIVEN for taking the biometric

- screening and on-line health assessment. Additional incentives up to \$300 will be developed and presented to employees.
- o Organizations that have implemented such programs have seen significant decreases in claims and claims costs.

### **Dental Insurance:**

- Cigna Dental DMO and PPO Cores Services will remain the same with no premium increase and no change in coverage.
- Total anticipated annual PPO Core Services Dental Insurance premiums are \$65,660.
- Total anticipated annual DMO Dental Insurance premiums \$97,551.

### **Vision Insurance**

• Advantica Vision Insurance annual premiums will remain the same with no change in coverage for an anticipated premium of \$50,000.

### Life and Accidental Death and Dismemberment (AD&D) Insurance

• Minnesota Life will have no change in the premiums offered.

### **Fiscal Impact:**

- The following are included in the draft 2017 Operating Budget
  - Medical, Prescription and Dental Insurance Not to Exceed \$5,700,000 for the Employer Portion
  - o Vision Insurance not to exceed \$35,000 for the Employer Portion
  - Minnesota life and AD&D Insurance not to exceed \$93,000 for the Employer Portion.
  - o Bank incentives are included in the operating fringe budget, estimated at \$156,000 assuming a 90% participation and success rate of achieving the maximum \$300 bank.

### **Recommendation:**

- Approve the renewal of employee health benefits.
- The Finance Committee reviewed this item and is recommending approval.

### **Attachments:**

1. Cigna Medical Renewal Contributions

### Pinellas Suncoast Transit Authority Cigna Medical Renewal Contributions Effective Date: October 1, 2016

**CURRENT** RENEWAL

Medical		Cigna Medical HMO & RX			Cigna Medical HMO & RX			Employee Deduction Per Pay Period
Monthly Rate Factors		Employer	Employee	Total	Employer	Employee	Total	\$
Employee	443	\$741.06	\$24.05	\$765.11	\$767.07	\$50.06	\$817.13	\$23.10
Employee + Spouse	44	\$754.34	\$417.34	\$1,171.68	\$794.23	\$457.23	\$1,251.46	\$211.03
Employee + Child(ren)	52	\$748.37	\$235.37	\$983.74	\$781.84	\$268.84	\$1,050.68	\$124.08
Employee + Family	38	\$757.84	\$525.84	\$1,283.68	\$801.55	\$569.55	\$1,371.10	\$262.87
Monthly Premium	577	\$429,194	\$61,238	\$490,432	\$445,873	\$77,917	\$523,790	
Annual Premium		\$5,150,324	\$734,859	\$5,885,184	\$5,350,473	\$935,007	\$6,285,480	
\$ Increase		N/A	N/A	N/A	\$200,148	\$200,148	\$400,296	
% Increase		N/A	N/A	N/A	3.89%	27.24%	6.80%	

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### **CONSENT AGENDA**



5D: Heavy Duty Towing & Related Services

FINANCIALLY SUSTAINABLE

Action: Approve a Five Year Contract with Yoho's Automotive & Towing for a

Total Cost Not To Exceed \$175,000 Over the Maximum Five Year Period.

**Resources:** Henry Lukasik, Dir. of Maintenance

Lou Emma Cromity, Dir. of Procurement

Joe Barkley, Committee Chair

FINANCE & PERFORMANCE
MANAGEMENT

### **Background:**

- In order to support the ongoing operations of the Fleet Maintenance Division, PSTA utilizes an outside supplier to provide towing, recovery, and emergency services for its fleet of 210 transit buses and 50 support vehicles.
- Due to the highly specialized equipment, training, and insurance required to tow transit buses PSTA has found that utilizing an outside supplier is much more cost effective than attempting to perform the work internally.
- PSTA averages approximately 185 instances per year of requiring towing services which may be attributed to vehicle mechanical issues, accidents, or transport of a vehicle to an offsite location for specialized work.
- In May 2016, PSTA released a Request for Proposal (RFP) soliciting competitive proposals from experienced, qualified, and capable vendors with the required specialized equipment and training to provide the service.
- The RFP was posted on PSTA's website, DemandStar, and sent directly to local suppliers.
- As a result of this solicitation, four suppliers responded to the RFP.

CTS Towing & Toning & Transport	Stepp's Towing Service, Inc.
Sunstate Wrecker, Inc.	Yoho's Automotive & Towing

• A Selection Evaluation Committee comprised of PSTA management staff evaluated each of the proposals submitted.

• After a careful evaluation of the written proposals, the Selection Evaluation Committee recommended contract award to the highest ranked, lowest cost provider, Yoho's Automotive and Towing, who also is the incumbent.

### **Fiscal Impact:**

• \$175,000 funded by the Maintenance Department operating budget.

### **Recommendation:**

- Approve a five year contract with Yoho's Automotive & Towing for a total cost not to exceed \$175,000.
- The Finance Committee reviewed this item and is recommending approval.

### **Attachments:**

1. Contract (CLICK TO VIEW/PRINT)

### **CONSENT AGENDA**



5E: Annual FDOT Grant Approvals





Action: Approve FY 2017 Agreements with FDOT and Adopt Resolutions #16-07,

#16-08, #16-09, #16-10.

**Resources:** Debbie Leous, CFO

Pam Reitz, Grants Manager Joe Barkley, Committee Chair FINANCE & PERFORMANCE MANAGEMENT

### **Background:**

- Florida Department of Transportation (FDOT) provides Block Grant funding to transit agencies to be used for operating costs directly related to the provision of public transit services (fuel, utilities, labor, etc.).
- FDOT provides Urban Corridor Program funding for transit projects that relieve congestion and improve capacity along major urban roadway corridors and provide inter-county connectivity.
- If any changes are made to the funded routes, the FDOT agreements will be withdrawn before expenditures are submitted.

### **Fiscal Impact:**

### FDOT FY 2017 Funding

- FPN #402513-1-84-17, this agreement provides \$4,179,395 in FDOT Block Grant Program funds that are allocated to PSTA for Fiscal Year 2017. These funds will be used for operating costs directly related to the provision of public transit services (fuel, utilities, labor, etc.).
- FPN #410695-1-84-17, this agreement provides \$155,100 in FDOT Urban Corridor Program funds for continued operation of Express Route 100X. Express Route 100X provides service from Gateway Mall in St. Petersburg to the Marion Street Transit Parkway in downtown Tampa via the Gandy Bridge and the Crosstown Expressway.
- FPN #418265-1-84-12, this agreement provides \$165,100 in FDOT Urban Corridor Program funds for continued operation of Express Route 300X. Express Route 300X provides service from the Ulmerton Park and Ride center just east of Starkey Road to the Marion Street Transit Parkway in downtown Tampa via Ulmerton Road and I-275.

 FPN #430320-1-84-06, this agreement provides \$211,000 in FDOT Urban Corridor Program funds for continued operation of The Curlew Road Connector (Flex) Routes. The Curlew Road Connector (Flex) Route provides service in North Pinellas County along Curlew Road.

Funding Comparison Fiscal Year 2016 & 2017

PROJECT	FY 16	FY 17	DIFFERENCE	
Block Grant	\$4,181,314	\$4,179,395	(\$1,919)	
Express Route 100X	\$155,100	\$155,100	\$0	
Express Route 300X	\$165,100	\$165,100	\$0	
Curlew Road Flex	\$211,000	\$211,000	\$0	
Totals	\$4,712,514	\$4,710,595	(\$1,919)	

### **Recommendation:**

- Approve agreements with FDOT and adopt Resolutions #16-07, #16-08, #16-09, #16-10.
- The Finance Committee reviewed this item and is recommending approval.

### **Attachments:**

1. Resolutions (CLICK TO VIEW/PRINT)

### **CONSENT AGENDA**



5F: Dunedin Service Changes

SERVICE

Action: Approve Proposed Dunedin Area Service Changes.

**Resources:** Brad Miller, CEO

Mark Deighton, Planning Committee

Vice-Chair

Elaine Mann, TRAC Chair



### **Background:**

- In June 2016, PSTA presented the proposed October 2016 service changes to the PSTA Board.
- The Board approved the recommendations with the exception of service changes to routes serving Dunedin. Staff was asked to re-review the proposed changes to specifically identify how fixed route service to the following areas would be maintained:
  - o Dunedin High School
  - o Douglas Avenue
  - o The marina area on Alternate 19
  - o Main Street Dunedin between Milwaukee and Alternate 19

### **Summary:**

- Staff re-reviewed the proposed service changes and worked with the Jolley Trolley, Mayor Bujalski, and TRAC Chair Mann (from Dunedin) to identify routing options in the downtown Dunedin area.
- As a result, the current proposed service changes (as shown in the attached maps) for the Dunedin area include:
  - o Combining the Route 66 and Jolley Trolley to create seven day/week trolley service from Clearwater Beach to Tarpon Springs via Alternate 19, with interment service along Douglas Avenue during the spring.
  - o Maintain loop serving Dunedin High School (Pinehurst Road, Michigan Avenue, and County Road 1).

### **Recommendation:**

- Approve proposed Dunedin area service changes.
- The Planning and TRAC Committees reviewed this item and are recommending approval.

### **Attachments:**

1. PowerPoint



# October 2017 Service Improvements Dunedin Service Changes

PSTA Board Meeting July 27, 2016

Pinellas Suncoast Transit Authority
St. Petersburg, Florida



### Goals of the 2013 Bus Plan

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





















# **May 2015 Strategic Direction**

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

### PATH FORWARD

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

### Visionary Service Design: Increase Public Transit Access

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



### Sustainable Capital Program

- · Prioritize bus replacements.
- Use reserves to purchase buses.
  Seek future year partners to prioritize
- transit capital funding.
- Advocate for strong federal, state, and local capital funding.

#### **Customer-Oriented Service Redesign**

- Focus resources where transit works best.
   Identify transportation alternatives for
- affected customers.

   Use a data-driven and customer

### Incremental Expansion

- Seek funding for incremental expansion projects.
- Support pilot projects that fit within the community and PSTA plans.
- Leverage partnership with MPO/Others.



#### Provide Effective, Financially Viable Public Transportation that Supports Our Community

- · Examine all possible financing options including strategic cost control measures.
- · Appropriately maximize revenue sources already available to PSTA.

sensitive approach.

- Remain committed to sustainable decision-making (financial, environmental, social).
- · Proactively seek new external partnership opportunities.

#### Develop a Strong Governance Model for Effective Pinellas Transportation Leadership

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

### thers.

#### **Focus on Customer-Oriented Public Transit Services**

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



















# Where Are We Going?

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







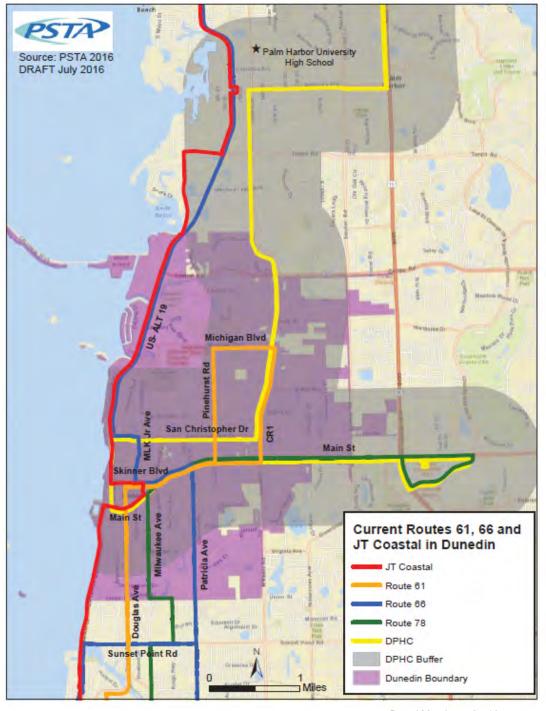








# **Current Dunedin Services**



4

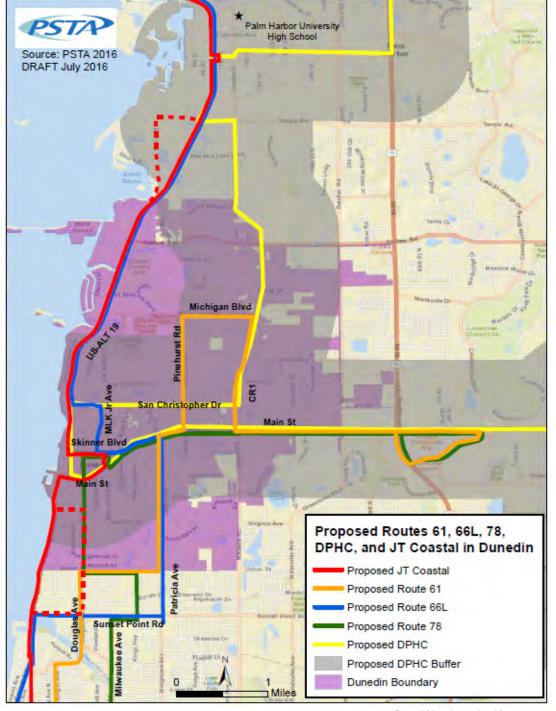
# Proposed Dunedin Services

## Service Redesign:

 7 day/week Jolley Trolley Coastal Route

# FY17 Budget Savings:

- Extend Route 61 to Countryside Mall
- Extend Route 78
   evening service 2
   hours extra on
   weekday evenings



5

### **ACTION ITEM**



6A: Millage Rate/FY 2017 Service Improvements Proposals





Action: Approve the Proposed Maximum Millage Rate of 0.7500 to be

Transmitted to the Property Appraiser and Advertised in the Required TRIM Notice and Approve that 100% of the Increased Revenue to be

**Dedicated to Transit Service Improvements.** 

**Staff Resource:** Debbie Leous, CFO

Cassandra Borchers, CDO

Mark Deighton, Planning Committee

Vice-Chair

Elaine Mann, TRAC Chair



### Millage Rate Increase Recommended:

 In early August 2016, PSTA must submit its proposed property tax millage rate for the FY 2017 budget.

- The proposed millage rate, which is the rate which will appear on the TRIM Notice, is the maximum rate that PSTA will levy for next year, and it is not necessarily the final rate. Subject to public hearings, the millage rate can be reduced from this proposed rate.
- PSTA Current Millage Rate The current PSTA millage rate is 0.7305.
- PSTA Millage Rate Cap By State Statute, PSTA's millage rate is capped at 0.7500.

### Fiscal Impact:

- Revenue Impact It is estimated that maintaining the property tax rate at the current 0.7305 will result in a \$2,912,330 increase in property tax revenue budgeted in FY 2017 over FY 2016 budgeted property tax revenue. Increasing the property tax rate to 0.7500 will result in an estimated \$1,087,000 additional increase that will be 100% dedicated to transit service enhancements.
- Rolled-Back Rate Since property valuations have increased in PSTA's communities, the property tax rate (known as the "Rolled-Back Rate") that would generate the same revenue as the current fiscal year is .6838. The proposed millage rate of 0.7500 exceeds the rolled-back rate by 9.68%. As a result, we are required to report at the public hearings that the rate charged is greater than the rolled-back rate.

### **Recommended Service Improvements:**

- The recommended service improvements described below were based on a set of goals consistent with the 2013 Community Bus Plan and PSTA Path Forward Strategic Plan.
  - o Goal: 60 minute or better service on all operating days
    - Route 73 will be brought to 60 minute service on Saturday
    - Routes 11, 14 and 23 will be brought to 60 minute service on Sunday
  - o Goal: Improved frequencies on high performing routes
    - Routes 52, 59 and 78 will be increased to 30 minute service on Saturday
    - Route 78 will be increased to 30 minute service on Sunday
  - o Goal: Consistent span for similar routes (Core, Frequent Local, Supporting)
    - Routes 14, 59 and 78 will be brought closer to the end time of other routes in their groupings on Weekdays
    - Routes 7, 14, 52, 59 and 78 will be brought closer to the end time of other routes in their groupings on Saturday
    - Routes 4, 7, 14, 18, 19, 23 and 78 will be brought closer to the end time of other routes in their groupings on Sunday

### **Recommendations:**

- Approve the proposed maximum millage rate of 0.7500 to be transmitted to the property appraiser and advertised in the required TRIM notice and approve that 100% of the increased revenue to be dedicated to transit service improvements.
- The Planning and TRAC Committees reviewed this item and are recommending approval.

### **Attachments:**

1. PowerPoint



# FY 2017 Millage Rate/Proposed Service Improvements

PSTA Board Meeting July 27, 2016

Pinellas Suncoast Transit Authority
St. Petersburg, Florida



### **Outline**

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



# **FY 2016 Forecast Summary**

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

# FY 2016 Will Be PSTA's 5<sup>th</sup> Straight Year of Substantial Savings



### **Path Forward Initiatives**

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

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

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### Path Forward Focus Area: Outreach

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



### Reduced Funding for Schedule Printing Allows for:

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



# FY2017 – Draft Budget

Initiatives Based on Benchmarking Data:

# ABBG

## **PSTA Strengths**

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

### **PSTA Focus Areas**

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

# FY2017 Recommended Budget Addresses Focus Areas & Capitalizes on Strengths



# Focus Area: Employee Training

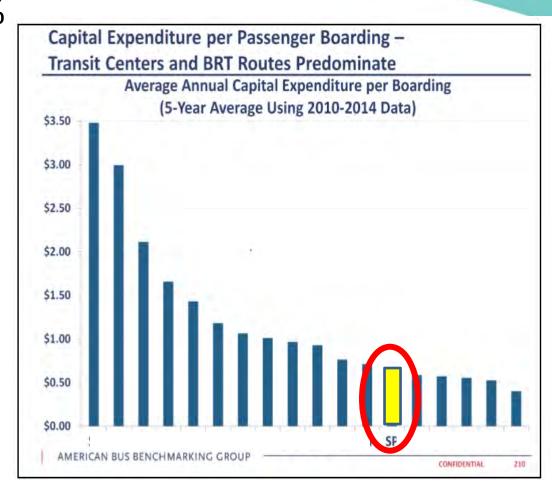
- \$200,000 dedicated to Employee
   Training representing an increase of 26% over last fiscal year
- New Exciting Programs:
  - PSTA University
  - Leadership PSTA
- Ranked 17<sup>th</sup> (of 19) in Benchmarking
   Group for Training Hours Per Employee
- Significant Investment in Maintenance Training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





# Focus Area: Capital Investment

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



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



# **Focus Area: Service Frequency**

- Community Bus
   Plan: Frequency &
   Span drives
   Ridership.
- Ranked 13<sup>th</sup> (of 19) in Percent of Seats Filled
- Ad Valorem Rate
   Adjustment for
   Increased Service.





# FY 16 Forecast to FY 17 Budget Key Variances

 Property Valuation Increases \$2.9 Million or \$1.4M more than Adopted Budget had forecast.

### Use:

- Balances FY2017 Budget Despite \$2.1 Million Farebox Drop.
- Supplies (Bus Parts) Increased \$500K, and \$750K More than Forecast.
- Diesel Fuel Up: \$500K
- North Pinellas Service Expansion: \$250K
- Salaries & Benefits Up \$2.9M As Forecast
- Other Expense Increases \$800K



# **FY 2017 Budget Summary**

Source:	FY 2016 Adopted Budget	FY 2016 Forecast	FY 2017 Proposed Budget	Variance to Forecast
Revenues	\$67,875,291	\$66,114,709	\$69,478,902	\$3,364,193
Expenses	\$65,246,845	\$62,718,342	\$69,400,407	\$6,682,065
Surplus/ (Deficit)	\$2,628,446	\$3,396,367	\$78,495	(\$3,317,872)

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



# **Summary**

- FY2017 Budget Looks Strong
- Targeted Cost Reduction & Investment based on:
  - Path Forward Strategic Plan
  - Focus Areas Identified from Benchmarking.
- Ad Valorem Adjustment to maximum millage would provide \$1.1 million that can be used for <u>Increased Service to</u> Customers.





# **Proposed Service Improvements**



# **Incremental Expansion**

- **Budget from increased** ad valorem (~\$1.1M)
- Extend weekday hours on heavily used routes (core & frequent local)
- Improve service consistency
  - Improve weekend frequencies
  - Match weekend service spans
- February 2017 Start

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PATH FORWARD

### Visionary Service Design: Increase Public Transit Access

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- · Make incremental progress towards the planned county-wide high frequency grid.
- · Examine a variety of new revenues and delivery alternatives, always with a focus on strategic cost control.



### Sustainable Capital Program

- · Prioritize bus replacements.
- · Use reserves to purchase buses. · Seek future year partners to prioritize
- transit capital funding.
- · Advocate for strong federal, state, and local capital funding.

### **Customer-Oriented Service Redesign**

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

### Incremental Expansion

- Seek funding for incremental expansion projects.
- Support pilot projects that fit within the community and PSTA plans.
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#### Provide Effective, Financially Viable Public Transportation that Supports Our Community

- · Examine all possible financing options including strategic cost control measures.
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### Develop a Strong Governance Model for Effective Pinellas Transportation Leadership

- The Executive Committee will assist the Board in developing high-level policy consensus.
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- . Continuous improvement of PSTA bus services for both riders and our community.
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# Weekday Service Span Extensions

- Route 78 (Blue)2 hours later
- Route 59 (Dark Yellow)
   2 hours later
- Route 14 (Red)
   Almost 2 hours later

Cost of Proposed
Weekday Improvements
\$263k





# Saturday Frequency Improvements

- Route 78 (Green)
   Improve to 30 minute service
- Route 59 (Dark Yellow)
   Improve to 30 minute service
- Route 73 (Red)
   Improve to hourly service
- Route 52 (Blue)
   Improve to 30 minute service





# Saturday Service Span Extensions

- Route 78 (Green)
   Extend 2 ½ hours
- Route 59 (Dark Yellow)
   Extend ½ hour
- Route 7 (Bright Yellow)
   Extend 2 hours
- Route 14 (Red)
   Extend 2 hours
- Route 52 (Blue)
   Extend ½ hour

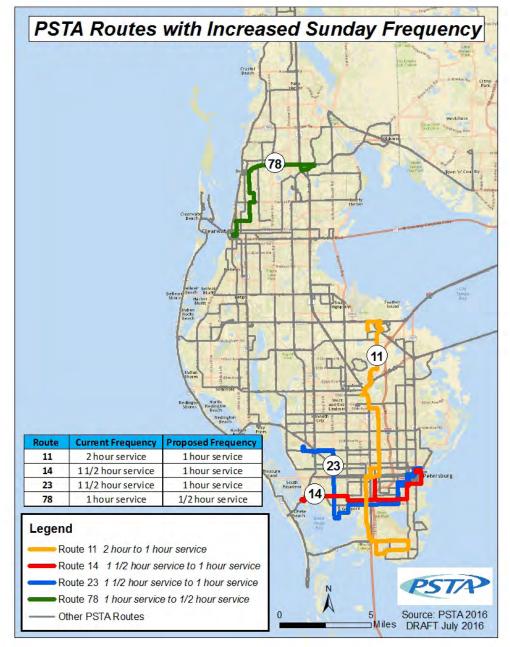
Cost of Proposed
Saturday Improvements
\$461k





# Sunday Frequency Improvements

- Route 78 (Green)
   Improve to 1/2 hour service
- Route 11 (Dark Yellow)
   Improve to hourly service
- Route 14 (Red)
   Improve to hourly service
- Route 23 (Blue)
   Improve to hourly service





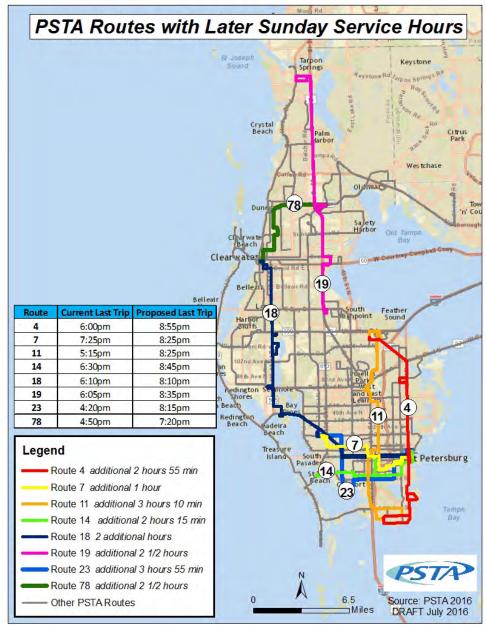
### **Sunday Service Span Extensions**

- Route 78 (Green)
   Extend 2 ½ hours
- Route 19 (Pink)
  Extend 2 ½ hours
- Route 18 (Navy)
  Extend 2 hours
- Route 11 (Dark Yellow)
   Extend 3+ hours
- Route 4 (Red)
   Extend almost 3 hours
- Route 7 (Bright Yellow)
   Extend 1 hour
- Route 14 (Lime)
   Extend 2+ hours

18

Route 23 (Blue)
 Extend almost 4 hours

Cost of Proposed Sunday Improvements - \$330k





## **Proposed FY17 Improvement Overview**

		Wee	kday	Satu	rday	Sunday	
Route	Description	Current	Proposed	Current	Proposed	Current	Proposed
North Co	ounty						
78	<b>Dunedin</b> Main Street.580 from Park Street Terminal to Westfield Countryside	Last trip: 7:20p (FY16)	Last trip: 9:20p (FY17 Budget)	Last trip: 6:50p 1 hr service	Last trip: 9:20p ½ hr service	Last trip: 4:50p 1 hr service	Last trip: 7:20p ½ hr service
19	<b>Pinellas County</b> US 19 from Pinellas Point to Tarpon Springs	No Change		No C	hange	Last trip: 6:05p	Last trip: 8:35p
Mid Cou	Mid County						
52	Pinellas Park/Largo St Petersburg to Park Street Terminal	No Change		Last trip: 9:40p 1 hr service	Last trip: 10:10p ½ hr service	No Change	
59	<b>Largo</b> St Petersburg to Indian Rocks Beach	Last trip: 9:10p	Last trip: 11:10p	Last trip: 9:50p 1 hr service	Last trip: 10:20p ½ hr service	No C	hange
73	Seminole/Largo/Clearwater Starkey/Keene from Tyrone Square Mall to Park Street Terminal	No Change		Last trip: 8:00p 2 hr service	Last trip: 7:00p 1 hr service	No Change	
11	Lealman/Pinellas Park Pinellas Point to PSTA Facility	No Change		No C	hange	Last trip: 5:15p 2 hr service	Last trip: 8:25p 1 hr service
18	Seminole/Largo/Clearwater Seminole Blvd from Bay Pines to Park Street Terminal	No Change		No C	hange	Last trip: 6:10p	Last trip: 8:10p
4	St. Petersburg 4th Street from St. Petersburg to Gateway	No Change		No C	hange	Last trip: 6:00pm	Last trip: 8:55pm
South C	ounty						
7	South St. Pete. St Petersburg to Tyrone Square Mall	No C	hange	Last trip: 7:25p	Last trip: 9:25p	Last trip: 7:25p	Last trip: 8:25p
14	St. Petersburg/S. Pasadena St Petersburg to Palms of Pasadena Hospital	Last trip: 8:10p	Last trip: 9:50p	Last trip: 8:10p	Last trip: 10:10p	Last trip: 6:30p 1½ hr service	Last trip: 8:45p 1 hr service
23	South St. Pete/Gulfport St Petersburg to Tyrone Square Mall	No C	No Change		hange	Last trip: 4:20p 1½ hr service	Last trip: 8:15p 1 hr service

76 Board Meeting 7-27-16

#### **ACTION ITEM**



6B: Transportation Disadvantaged (TD) Contracts with Uber/

United Taxi/CareRide



Action: Approve Contracts with Uber, United Taxi, and Care Ride for TD

Mobility Enhancement Grant Services at a Total Cost Not to Exceed

\$333,333.

**Resources:** Chris Cochran, Senior Planner

Ross Silvers, Mobility Manager Joe Barkley, Committee Chair FINANCE & PERFORMANCE MANAGEMENT

### **Background:**

- In June 2016, PSTA was awarded a \$300,000 grant by the Florida Commission on Transportation Disadvantaged to demonstrate a pilot project aimed at enhancing mobility options for the Transportation Disadvantaged (TD) population in Pinellas County. The total project budget is \$333,333, with PSTA providing a match of \$33,333.
- With the goal of demonstrating an innovative, cost-effective model that is replicable statewide, PSTA has, again, partnered with Uber, United Taxi, and CareRide to lead this effort. The proposed service will be nearly 100% funded by the grant.

#### **Summary:**

Proposed project consists of two separate services:

#### o TD Late Shift

- Eligible TD customers will receive free rides to or from their workplace to home using any of the three partner providers between the hours of 9:00pm and 6:00am, seven days/week.
- Each eligible TD customer is limited to 23 free rides during these hours per month.

### o Daytime Urgent TD Trips

- Eligible TD customers will be eligible to receive one urgent TD trip per month using any of the three partner providers during customer service hours.
- Customers are required to pay a \$3.00 co-pay for this once-a-month service

 Service must be initiated through a PSTA special dispatch number and the dispatcher will validate both the eligibility of the customer and the urgency of the need.

#### Contracts:

- All contract policies specific to indemnification and insurance requirements mirror the current Direct Connect pilot contracts approved by the Board in January 2016.
- o Each month customers will choose their preferred provider for this service.
- Important Contract Highlights
  - Uber Technologies, Inc
    - Two new platforms:
      - o PSTA will be the first transit agency to ever user Uber's new webbased dispatch technology. This technology allows for PSTA customer service personnel to dispatch Uber rides internally without the rider needing either an account or mobile phone application with Uber
      - o TD Late Shift Trips (9pm 6am) will use Uber for Business platform and will require customers to have a registered email address that is used to validate rides between Uber and PSTA. Riders will not need to have a registered form of payment for this service. The Uber technology will bill PSTA directly for all rides with an account linked to the Grant funding

#### United Taxi

- Customers having chosen United Taxi to provide eligible TD Late Shift
  Trips will be provided with a unique promocode that United Taxi uses
  to validate both the rider and keep track of the 23 rides used during
  the month.
- United Taxi will invoice PSTA on a monthly basis.

#### CareRide

- Customers needing wheelchair service will let PSTA know ahead of time when opting in to their preferred service provider.
- CareRide will provide wheelchair eligible trips for both services through a direct line phone number to them directly and CareRide will invoice PSTA on a monthly basis for eligible rides.

### **Recommendation:**

- Approve contracts with Uber, United Taxi, and Care Ride for TD Mobility Enhancement Grant Services at a total cost not to exceed \$333,333.
- The Finance Committee reviewed this item and is recommending approval.

### **Attachments:**

1. Contracts (CLICK TO VIEW/PRINT)

### REPORTS/CORRESPONDENCE



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





**Action:** Information Item

**Staff Resource:** Brad Miller, CEO

Total Ridership*		
DOWN	DOWN	
12.4%	10.0%	
Monthly Compared to Last Year	Year–to-Date	

<sup>\*</sup> a detailed report is attached

### **Ridership Analysis:**

• Attached is a PowerPoint relating to the recent decline in ridership. This presentation was given to the Finance Committee on July 20, 2016.

Contract Awards between \$25,000 - \$100,000				
Vendor Amount Description		Description		
Gillig Corporation	\$36,065.39	Bus Part (Re-Order Report)		
Genfare (GFI)	\$45,195.00	Sole Source Bus Parts		
Total:	\$81,260.39			

Transportation Disadvantaged (TD)		YTD
Number of Telephone Inquiries	1,047	10,010
Number of Applications Mailed	60	499
Number of TD Discounted Bus Passes	4,955	49,841

Customer Service	6/2016	YTD
Number of Real Time Text Messages Sent to Riders	214,102	1,908,835
Number of Times Voice System Provided Info to Riders	141,515	1,212,967
Number of Times RidePSTA.net was Visited	67,055	613,468
Number of InfoLine Calls	39,801	308,237
Average Call Length-Minutes. Seconds	1.55	9.18
Average Hold Time-Minutes. Seconds	1.07	6.76

PSTA.net	6/2016	YTD
Number of Website Visits Per Day	4,504	4,821
Number of Users	47,211	343,639
Total Pages Viewed	247,659	2,374,356
Percent of First Time Visitors	27%	25%
Number of Online Bus Pass Orders	539	4611

Social Media Statistics (by the end of the month)	6/2016
Number of Twitter Followers	2,209
Number of Facebook Fans	9,022
Number of LinkedIn Followers (Company Page)	738
Number of People Belonging to PSTA's LinkedIn Group	No In Use
Number of Times Blog Pages were Viewed	566

### **Attachments:**

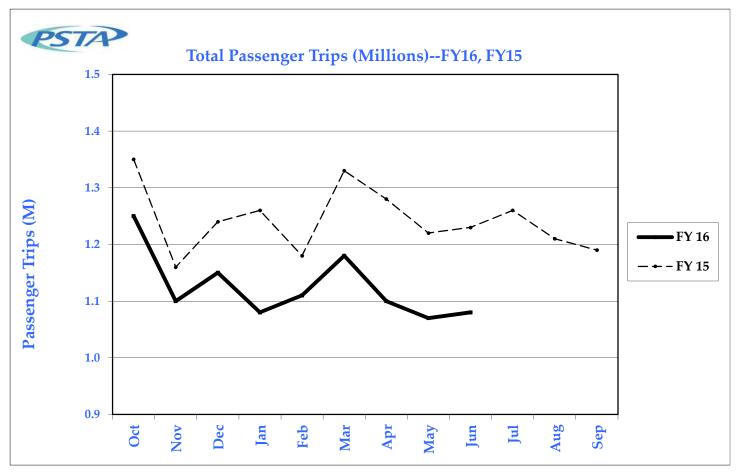
- 1. Operating Statistics
- 2. Performance Graphs
- 3. PowerPoint

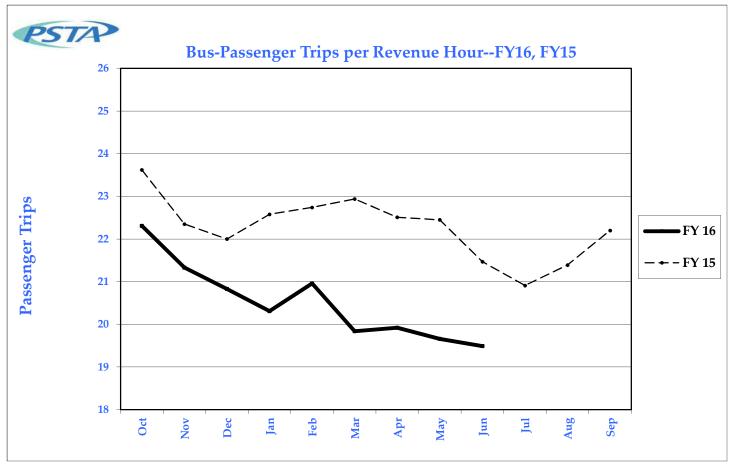


# OPERATING STATISTICS Board Report JUN 2016

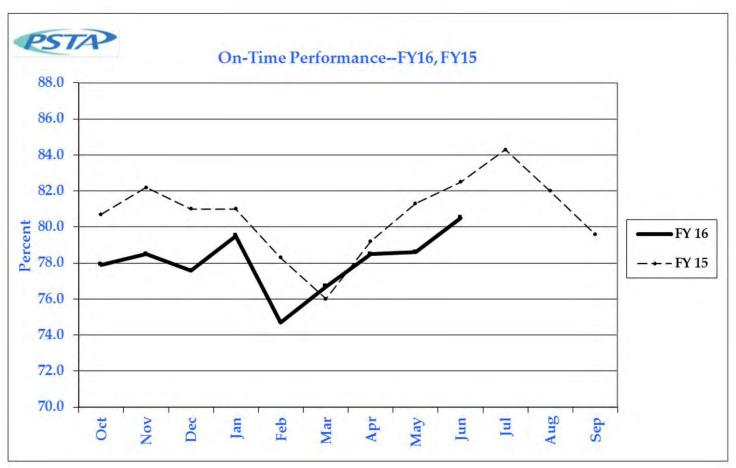
CURRENT MONTH		I		FISCAL YEAR-TO-DATE		
THIS MONTH	THIS MONTH LAST YEAR	% CHANGE	RIDERSHIP STATISTICS	THIS YEAR	PRIOR YEAR	% CHANGE
954,216	1,072,403	-11.0%	Total Bus Revenue Passenger Trips (1)	9,096,461	10,004,184	-9.1%
36,644	38,730	-5.4%	Other Bus Passenger Trips (includes East Lake) (2)	320,961	393,785	-18.5%
3,275	3,591	-8.8%	Looper Trolley Passenger Trips (3)	38,286	42,393	-9.7%
56,781	85,751	-33.8%	Jolley Trolley Passenger Trips (4)	432,761	564,176	-23.3%
1,050,916	1,200,475	-12.5%	Total Fixed Route Passenger Trips (1-4)	9,888,469	11,004,538	-10.1%
21,416	23,356	-8.3%	DART Client Trips (5)	200,280	206,958	-3.2%
325	386	-15.8%	DART TD Trips (6)	3,063	3,578	-14.4%
3,160	3,395	-6.9%	DART PCA Trips (7)	27,542	28,940	-4.8%
24,901	27,137	-8.2%	Total DART Passenger Trips (5-7)	230,885	239,476	-3.6%
1,075,817	1,227,612	-12.4%	Total Passenger Trips (1-7)	10,119,354	11,244,014	-10.0%
4,987	5,972	-16.5%	Wheelchairs	49,156	51,506	-4.6%
32,904	35,380	-7.0%	Bikes on Buses	294,220	314,244	-6.4%
39,487	45,721	-13.6%	Average Weekday Passenger Trips			
26,605	30,532	-12.9%	Average Saturday Passenger Trips			
14,718	17,390	-15.4%	Average Sunday Passenger Trips			
			OPERATING STATISTICS			
604	607	-0.5%	Employees-Budgeted-Full-Time			
734,548	739,923	-0.7%	Total Revenue Miles	6,582,514	6,606,523	-0.4%
50,837	51,762	-1.8%	Total Revenue Hours	459,027	461,679	-0.6%
80.5	82.5	-2.4%	On-Time Performance	78.0	80.2	-2.7%
31.0	20.7	49.7%	Complaints/100,000 Passenger Trips-PSTA Bus	25.1	20.4	23.2%
72.3	N/A	N/A	Complaints/100,000 Passenger Trips-DART (less EL)	148.6	N/A	N/A
4.29	5.54	-22.5%	AccidentsTotal-Per 100,000 Miles	4.59	4.26	7.7%
0.60	1.30	-54.1%	AccidentsPreventable-Per 100,000 Miles	0.97	1.00	-3.2%
9,218	7,780	18.5%	Miles Per Roadcall	11,022	9,137	20.6%
6,678	7,708	-13.4%	Miles Per Service Interruption	9,324	10,795	-13.6%
1.35	1.50	-10.1%	Bus-Total Passenger Trips / Revenue Mile 1.43 1.		1.57	-8.9%
19.49	21.47	-9.2%	Bus-Total Passenger Trips / Revenue Hour	20.52	22.52	-8.9%

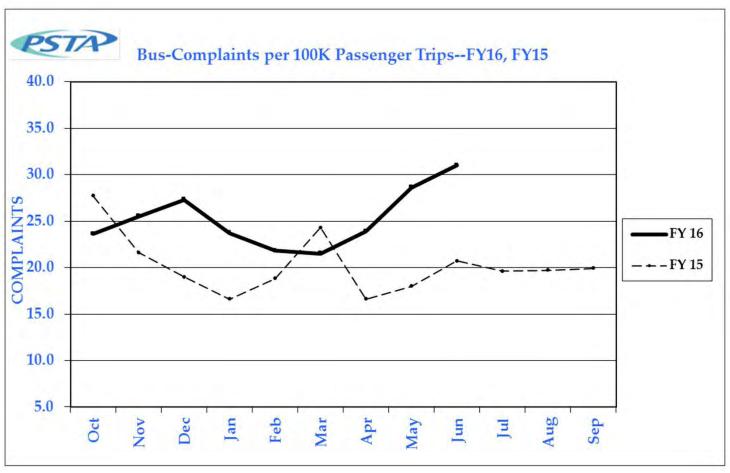
### **PSTA Performance Measures**





### **PSTA Performance Measures**







### **PSTA Ridership Trend Analysis**

PSTA Board Meeting July 27, 2016

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

















## **Possible Factors**

- National Trends
- 2015 PSTA Fare Increase/Service Cuts
- Other Local Factors
- Silver Linings

















# **National Trends**

Transit Systems	Ridership Drop
PSTA	-12%
HART	- 5%
Broward (Ft. Lauderdale)	-12%
Miami-Dade Bus	- 5%
Palm Beach County	-10%
Orlando Lynx	-12%
Los Angeles, CA	- 8%
San Francisco	+ 8%
Atlanta	- 2%

















# **National Trends**

ABBG Transit Systems	Ridership Drop
Rochester, NY	- 9%
Fort Worth, TX	- 7%
Providence, RI	- 1% but down 9% prior year.
Cleveland, OH	- 5%
Hampton Roads, VA	- 9
Orlando Lynx	-12%
Nashville, TN	- 2%
Spokane, WA	- 4.7%
Atlanta	- 2%

















### **Nationwide Causes**

- Gas Prices
- Improved Economy



















## **PSTA Fare Increase/Service Cuts**

• FY2016 – 2% Cut in Service

Transit Systems	Cash Fare/Day Pass
PSTA	\$2.25/\$5.00
HART	\$2/\$4
Broward (Ft. Lauderdale)	\$2/\$5
Palm Beach County	\$2/\$5
Orlando Lynx	\$2/\$4.50
Los Angeles, CA	\$1.75/\$7
San Francisco	\$2.25 for 3 hours
Atlanta	\$2.50 for 3 hours/\$9

Highest of 17 Bus-Only Systems in Benchmarking Group





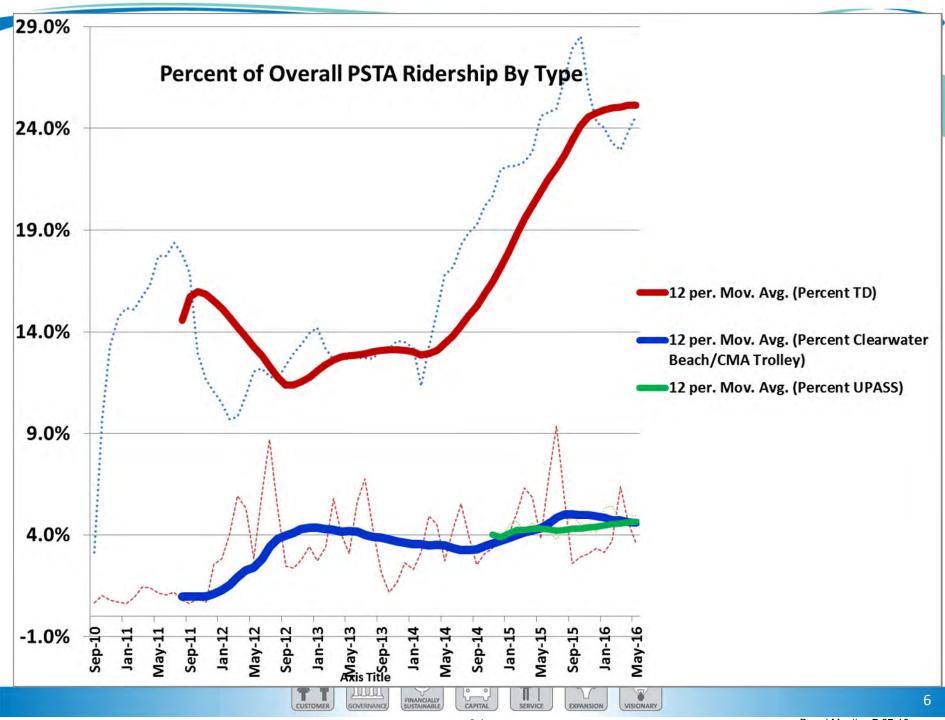


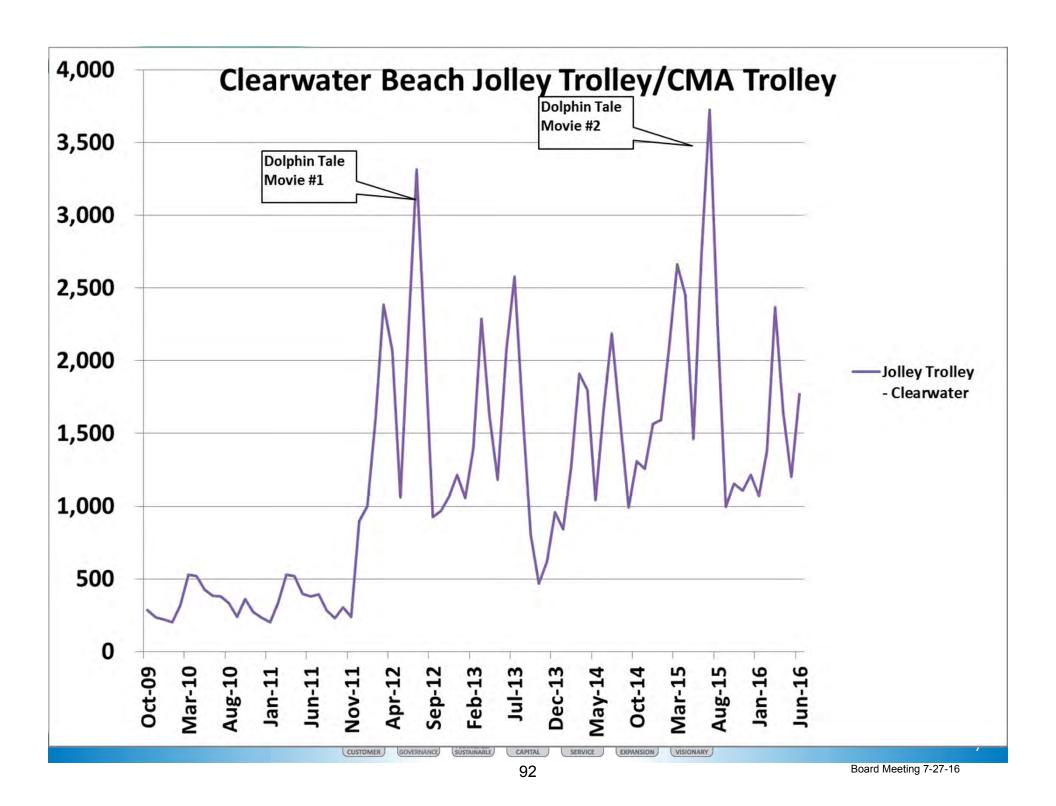














## **Silver Linings**





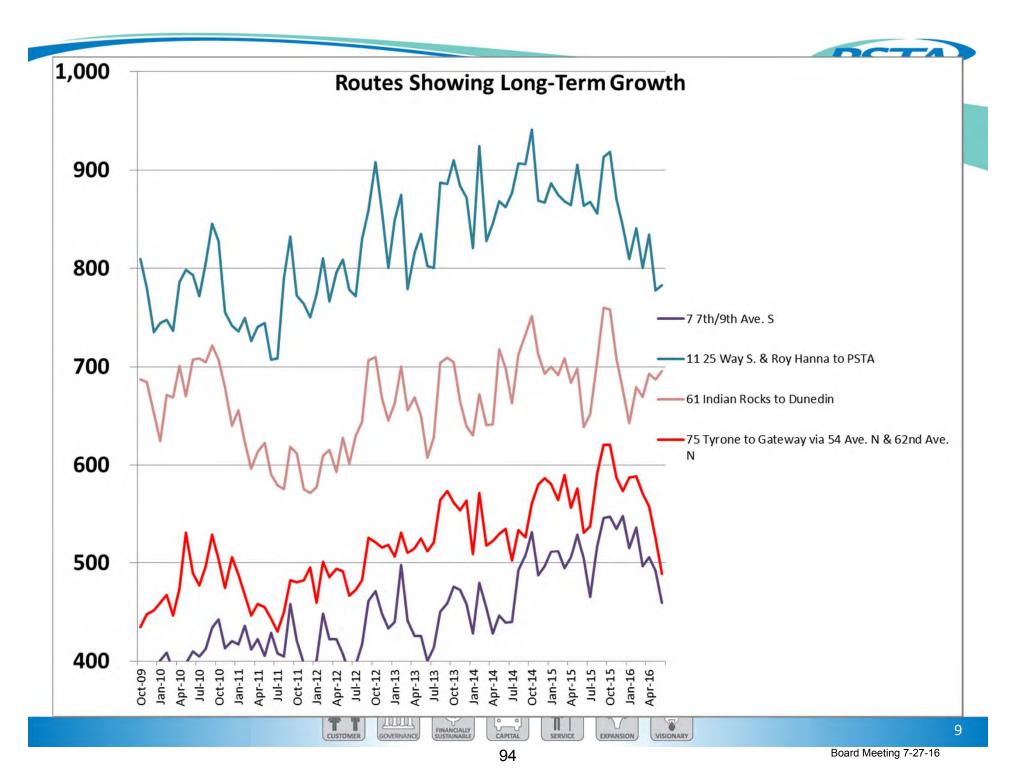


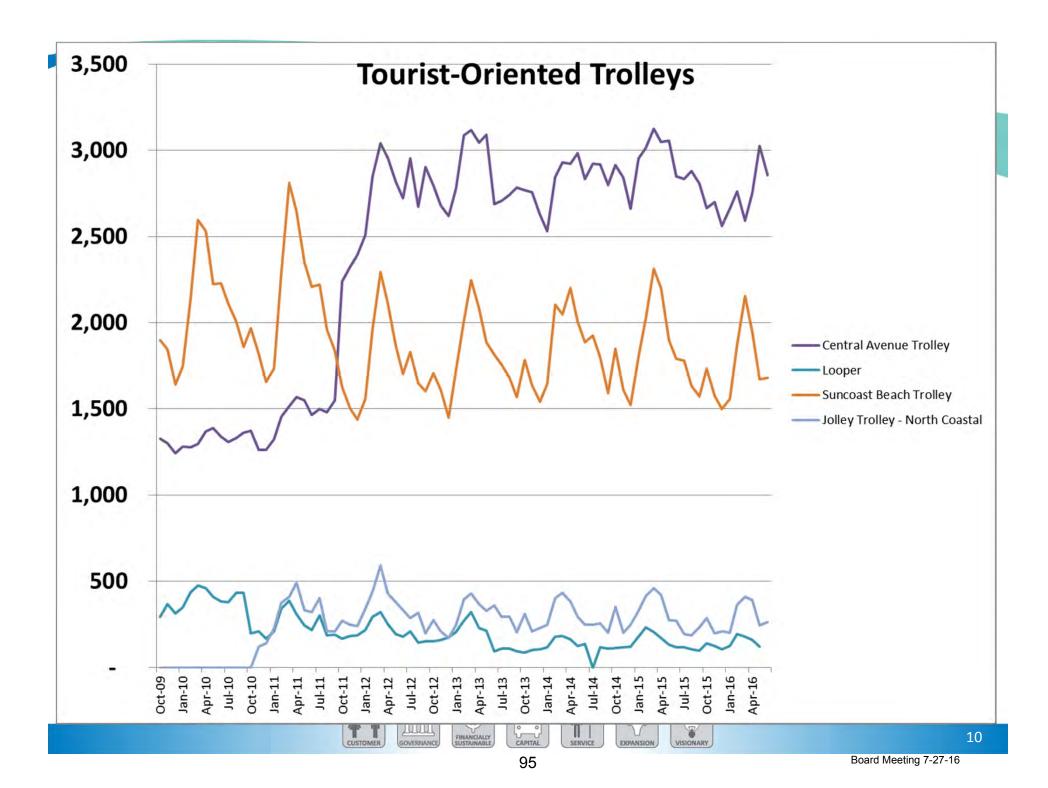


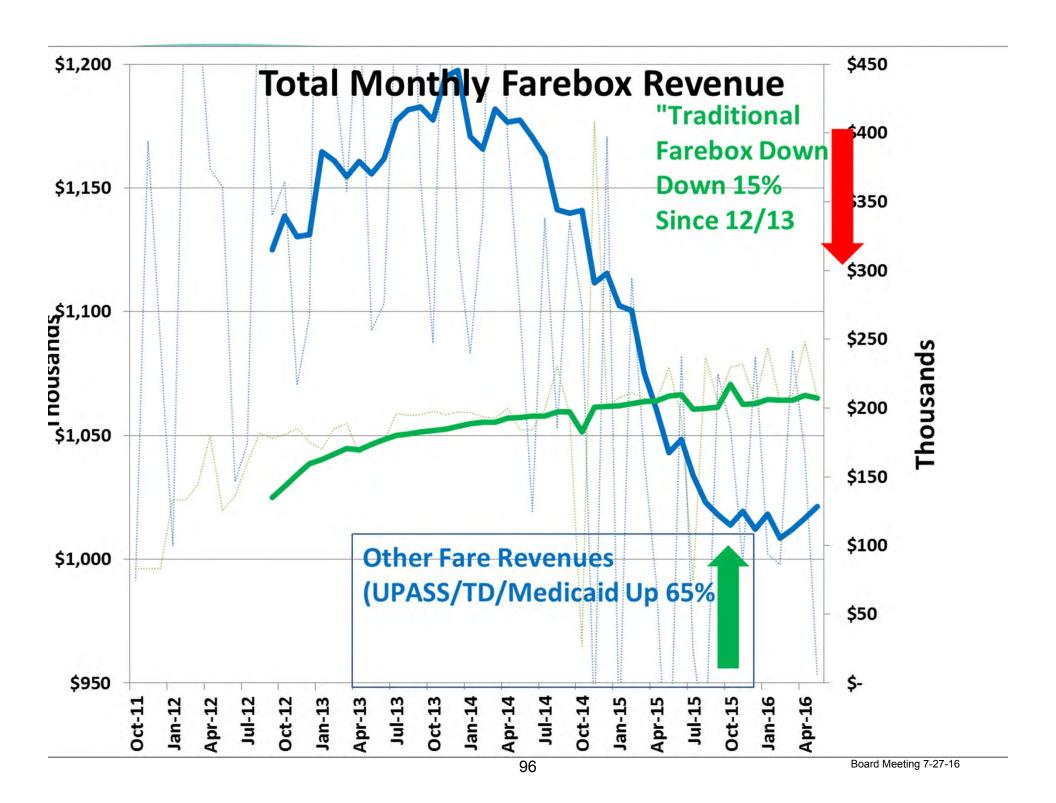


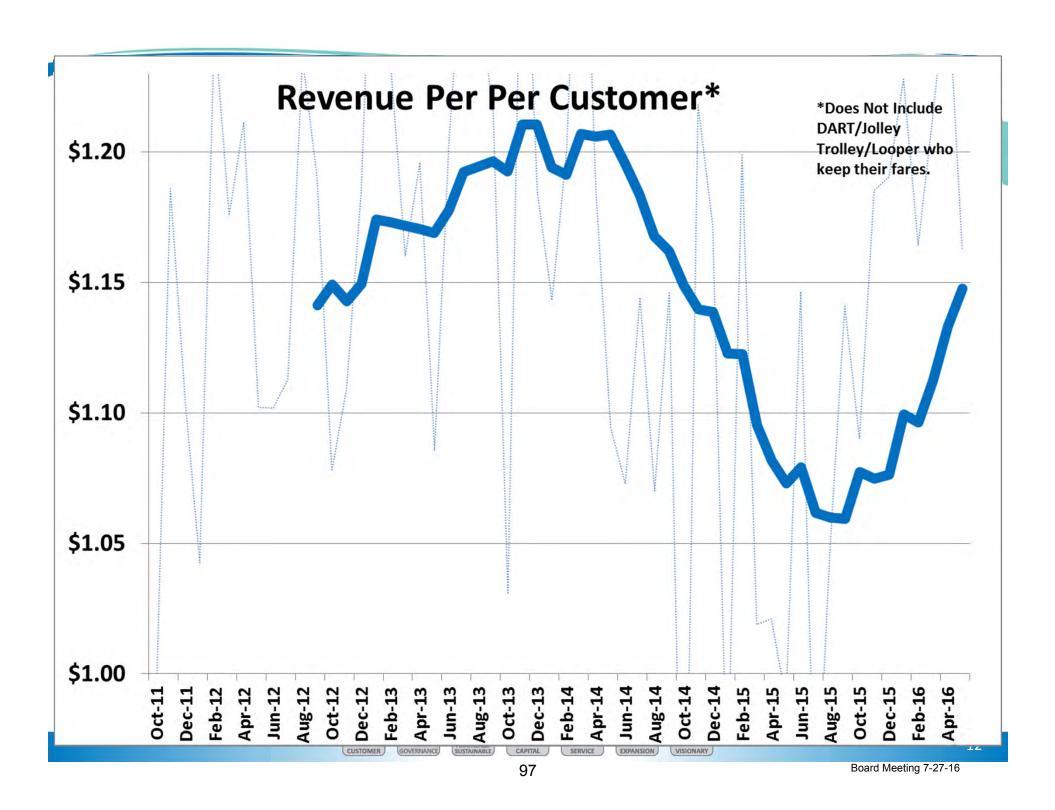












#### REPORTS/CORRESPONDENCE



7B: Central Ave BRT Public Workshops



Action: Information Item

**Staff Resource:** Cassandra Borchers, CDO

Heather Sobush, Planning Manager



### **Background:**

- In May 2016, PSTA received approval from the Federal Transit Administration (FTA) for the Central Avenue Bus Rapid Transit (BRT) project to enter into the Project Development phase.
- One of the key early decisions needed to advance the project is whether the BRT route terminates in St. Pete Beach, Treasure Island, or Madeira Beach. As such, technical criteria have been developed to evaluate the beach alternatives. In addition to the technical criteria, public support will factor into the selection of the preferred beach alternative.
- To gauge public support, PSTA and its consultant team are engaging the public in multiple ways. Three stakeholder groups have been identified consisting of local businesses, community leaders, neighborhood groups, and others. Public workshops and an online presence will allow for public comment from the broader community.

### **Summary**

- Stakeholder workshops were held on June 7, 2016 and included a presentation on the project and existing conditions along each of the corridor alternatives. Stakeholders were also surveyed on preferences related to how the BRT should operate and what it should serve.
- The corridors are currently being screened using the technical evaluation criteria.
   The results of this screening will be presented to project stakeholders and the general public in August at the following public workshop:
  - August 1, 2016, 4:00-6:00 PM
     SPC Downtown Campus,
     Room DC-210
     244 2<sup>nd</sup> Avenue N, St. Petersburg
- August 2, 2016, 4:00-6:00 PM
   SPC College Gibbs Campus
   6605 5th Avenue N, St. Petersburg

 The results of the corridor screening, a summary of the public comment received at the stakeholder meetings and workshops, and a summary of meetings with the local jurisdictions will be presented to the Planning Committee and PSTA Board in August.

### **Attachments:**

1. PowerPoint



### **Central Avenue Bus Rapid Transit**

PSTA Board Meeting July 27, 2016

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

100 Board Meeting 7-27-16



### **Project Development Status**

- Kickoff June 2016
- Board approved JPA with FDOT for \$500k in June
- Currently working to evaluate beach termini alternatives
  - Stakeholder meetings June 7
    - Downtown St. Petersburg & Beaches
    - Discussed existing conditions
    - Preference survey on project priorities
  - One-on-one meetings
  - Treasure Island & St. Pete Beach
     City Councils
  - Upcoming public workshops

### **Workshop Participation**

AldenBeachResortPublic
TravelResortServices CityofSt.Petersburg
St.PetersburgCollegeEDGEDistrict
SierraClubDowntownPartnership
St.PetersburgAreaChamberofCommerce
TampaBayBeachesChamberofCommerce
TBARTADowntownNeighborhoodAssociation
BusinessCommunityAt-large ForwardPinellas
CityofTreasureIsland
CityofMadeiraBeach



### **Upcoming Outreach**

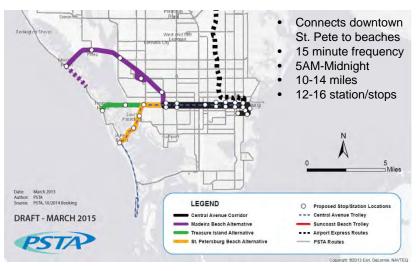
- Review project and technical evaluation results
- Take comments on preferred beach alternative
- Public Workshop Dates
  - St. Petersburg College Downtown Campus
     August 1, 4:00-6:00 pm
  - St. Petersburg College Gibbs Campus
     August 2, 4:00-6:00 pm
- Presentations to Beach City Councils
  - Madeira Beach: August 9
  - South Pasadena: August 23



### **Next Steps**

- August
  - Review technical analysis results and public comments
- September
  - Select a preferred beach routing alternative
- October
  - Begin evaluating downtown station locations
  - Begin environmental analysis of preferred alignment
  - Begin development of design concepts

#### **BRT Corridor and Alternatives**



### **FUTURE MEETING SUBJECTS**



D MEETINGS					
August 24, 2016					
Information Items					
February Service					
Improvements					
BRT Beach Services					
5, 2016 – 6:00 PM					
Information Items					
•					
3, 2016 – 6:00 PM					
Information Items					
October Service					
Improvements					
February Service					
Improvements					
er 26, 2016					
26, 2016 Information Items					
T					
Information Items					

### **KEY MEETINGS/DATES**

### **Legislative Committee**

• August 3, 2016 – PSTA

### Forward Pinellas (MPO) Meeting

• August 10, 2016; 1:00 PM – Clearwater MPO Offices

### **Executive Committee**

• August 15, 2016; 11:00 AM – PSTA

#### **TRAC**

• August 16, 2016; 4:00 PM – PSTA

### Finance & Performance Mgmt. Committee

• August 17, 2016; 9:00 AM – PSTA

### **Planning Committee**

• August 17, 2016; 10:30 AM – PSTA

### **TBARTA Board Meeting**

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