



**BOARD OF DIRECTORS MEETING**  
**AGENDA – JUNE 24, 2015; 9:00 AM**  
**PSTA BOARD ROOM**

			<u>TIME</u>	<u>PAGE #</u>
1.	<b>CALL TO ORDER &amp; PLEDGE OF ALLEGIANCE</b>		<b>9:00</b>	
2.	<b>PUBLIC COMMENT</b>		<b>9:05</b>	
3.	<b>AWARDS AND RECOGNITION</b>		<b>9:10</b>	
	A. Recognize Retiring Employees	10 min	JAMES BRADFORD	4
4.	<b>PRESENTATIONS</b>		<b>9:20</b>	
	A. FDOT Presentation	10 min	FDOT STAFF	5
5.	<b>NON-BOARD COMMITTEES</b>		<b>9:30</b>	
	A. Transit Riders Advisory Committee	5 min	ELAINE MANN	6
	B. Metropolitan Planning Organization	5 min	JULIE BUJALSKI	7
	C. MPO's Local Coordinating Board	5 min	PATRICIA JOHNSON	8
6.	<b>CONSENT AGENDA</b>		<b>9:45</b>	
	A. Board Meeting/Board Workshop Minutes		CHAIR JONSON	9
	B. Resolution to Amend Rules & Regulations		ALAN ZIMMET	22
7.	<b>ACTION ITEMS</b>		<b>9:50</b>	
	A. Federal Lobbyist	20 min	BRAD MILLER	25
8.	<b>INFORMATION ITEMS</b>		<b>10:10</b>	
	A. FY 2016 Draft Budget	30 min	DEBBIE LEOUS	58
9.	<b>REPORTS/CORRESPONDENCE</b>		<b>10:40</b>	
	A. PSTA Performance Report/Updates			72
	B. PSTA/HART Joint Executive Committee Meeting			
	C. Capital Projects Update			77
10.	<b>FUTURE MEETING SUBJECTS</b>		<b>10:55</b>	
11.	<b>OTHER BUSINESS</b>		<b>11:00</b>	
12.	<b>BOARD MEMBER COMMENTS</b>		<b>11:05</b>	
13.	<b>ADJOURNMENT</b>		<b>11:15</b>	

## MEETING NOTICE

The regular monthly meeting of the Pinellas Suncoast Transit Authority (PSTA) Board of Directors will be held on **Wednesday, June 24, 2015, 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 staff. 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 staff. 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**

**Action: Information Item**

**Resource:** Bill Jonson, Chairperson

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

## AWARDS AND RECOGNITION



**3A: Recognize Retiring Employees**

**Action: Information Item**

**Staff Resource:** James Bradford, COO

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**Background:**

- Theresa Jablonski and Linda Payne, who work in PSTA's Demand Response Service (DART) office, will be recognized for their more than 50 years of combined service at PSTA and to the thousands of citizens with disabilities who they assisted.

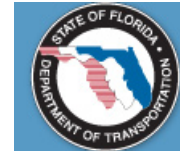
## PRESENTATIONS



**4A: Florida Department of Transportation (FDOT) Presentation**

**Action: Information Item**

**Resource:** Ricardo Feliciano, FDOT



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### **Background:**

- FDOT is updating the Florida Transportation Plan (FTP) and the Strategic Intermodal System (SIS) Policy Plan.
- The FTP defines Florida's future transportation vision and identifies goals, objectives, and strategies to accomplish that vision.
- The FTP is the statewide long-range transportation plan for all of Florida.
- The SIS Policy Plan identifies policies for planning and implementing Florida's Strategic Intermodal System, the statewide high-priority network of transportation facilities critical to Florida's economic competitiveness.
- The purpose of the presentation is to get the people and businesses that use transportation, organizations that provide transportation services, transportation planners, and transportation builders to join the conversation.

NON-BOARD COMMITTEES



**5A: Transit Riders Advisory Committee**

**Action: Information Item**

**Staff Resource:** Brad Miller, CEO  
Elaine Mann, Committee Chair



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- Ms. Mann will give an update on the June 16, 2015 Transit Riders Advisory Committee (TRAC) meeting.
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**Attachments: None**

**NON-BOARD COMMITTEES**



**5B: Metropolitan Planning Organization**

**Action: Information Item**

**Staff Resource:** Brad Miller, CEO  
Julie Bujalski, PSTA's Rep.



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- Ms. Bujalski will give an update on the recent meeting of the Metropolitan Planning Organization (MPO).
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**Attachments: None**

**NON-BOARD COMMITTEES**



**5C: MPO's Local Coordinating Board**

**Action: Information Item**

**Staff Resource:** Brad Miller, CEO  
Patricia Johnson, PSTA's Rep.



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- Ms. Johnson will give an update on the recent meeting of the Metropolitan Planning Organization (MPO) Local Coordinating Board (LCB).
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**Attachments: None**



CONSENT AGENDA



**6A: Board Meeting/Board Workshop Minutes**

**Action: Approve Board Meeting/Board Workshop Minutes**

**Staff Resource:** Clarissa Keresztes, Administrative Assistant

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- Staff recommends approval of the minutes of the May 22, 2015 Board Workshop and May 27, 2015 Board Meeting.
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**Attachments:**

1. Minutes



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## BOARD OF DIRECTORS WORKSHOP MINUTES MAY 22, 2015

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The Pinellas Suncoast Transit Authority (PSTA) Board of Directors held a workshop in the auditorium at PSTA Headquarters at 9:00 AM on this date. The following members were present:

Bill Jonson, Chairperson  
Julie Bujalski, Vice-Chairperson  
Janet Long, Secretary/Treasurer  
Joseph Barkley  
Mark Deighton  
Dave Eggers  
Pat Gerard  
Curtis Holmes  
Patricia Johnson  
Wengay "Newt" Newton  
Darden Rice  
Brian Scott  
Ken Welch

Absent:

Doug Bevis  
Ben Diamond

Also Present:

Brad Miller, CEO  
PSTA Staff Members  
Members of the Public

### CALL TO ORDER

Chairperson Jonson opened the workshop session at 9:02 AM.

## INTRODUCTION

Mr. Miller stated that the goal of today's workshop is for the Board to receive information and provide input regarding the Path Forward Plan. The Board will take action at the May 27th Board meeting.

## PATH FORWARD STRATEGIC PRIORITIES

Mr. Miller reviewed changes to the original framework that were made since the last Board meeting. He indicated that the Executive Committee also discussed ways to modify the Path Forward to make it a Strategic Plan.

**[Mr. Newton entered the workshop at 9:17 AM.]**

Staff reviewed and discussed each section at length.

Bob Lasher, External Affairs Officer, spoke about the Customer-Oriented Focus on Core Mission section.

**[Mr. Barkley entered the workshop at 9:20 AM.]**

The Board made constructive comments and suggestions on this section. Chairperson Jonson informed the Board that Cindy Raskin-Schmitt, Director of Communications, would be capturing everyone's comments about the Path Forward as each section was reviewed.

Mr. Lasher reviewed the section PSTA will develop a strong Governance Model for a foundation of long-lasting Pinellas Transportation Leadership.

Debbie Leous, Chief Financial Officer, reviewed the section Priority is to maintain adequate public transportation that supports our community. She presented six strategic changes along with their FY2016 impact. The Board provided their thoughts and comments on this section.

**[Ten minute break at 10:35 AM.]**

Cassandra Borchers, Chief Development Officer, said that the Path Forward is a living document, and stated that the Board needs to make decisions in order for staff to develop the FY2016 budget, as well as the next five years. Ms. Borchers talked about the Sustainable Capital Program section and the requirements for budget adherence for

the next five years. The Board discussed at length the bus replacement program and made comments.

**[Mr. Scott left the meeting at 11:03 AM and did not return.]**

Chris Cochran, Senior Planner, spoke about the Customer-Oriented Service Redesign section. He explained that the system redesign work plan is a step-by-step approach to examining the entire PSTA system in light of the Community Bus Plan recommendations and current fiscal constraints. He indicated that staff will review each route in the system through a four-step process: 1) Route Performance Evaluation, 2) Route Redesign Concept Development, 3) Public and Board Engagement, and 4) Recommended Action and Implementation.

Mr. Cochran outlined ten areas that will be reviewed through the four-step process in the next two years. There was concern that there is public misinformation about routes being eliminated when no decisions have yet been finalized.

Heather Sobush, Planning Manager, spoke about the Incremental Expansion section. She said that PSTA would like to move toward a longer term vision with some incremental expansion as resources become available. She outlined the five-year vision and beyond and also spoke of the agency's priority projects.

She said that these projects are ranked in no certain order and the timing depends on when funds become available through partnerships or federal funding. The Board asked questions and offered their input.

Ms. Borchers presented the last section of the Path Forward entitled Visionary Service Design. She stated that this section pertains to PSTA's long-term vision for the next 10-20 years. She said the countywide high frequency grid is the ultimate goal for best customer focus which would require new funding sources. The Board suggested adding the Community Bus Plan to this section and offered other comments.

**[Lunch break 12:30 PM – 12:53 PM]**

**[Ms. Gerard left the meeting at 12:40 PM and did not return.]**

## **PERFORMANCE MEASUREMENTS**

Mr. Miller presented the Path Forward Plan accountability and performance criteria with expected completion dates for each section. After extensive discussion and

numerous suggestions on the performance measurements, Chairperson Jonson stated that the Board will approve the criteria at the next Board meeting on May 27th.

## **STRATEGY DEVELOPMENT**

Mr. Miller introduced Tony Collins and Jim Ley from the Blake Collins Group who made a presentation on higher-level strategy planning for the Board and the organization.

**[Mr. Barkley left the meeting at 2:15 PM and did not return.]**

Mr. Collins and Mr. Ley spoke of the “Golden Circle” and demonstrated the What?, How?, and Why? of strategic thinking and provided examples as they relate to PSTA.

## **ADJOURNMENT**

Chairperson Jonson adjourned the workshop at 2:49 PM.

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Chairperson



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## BOARD OF DIRECTORS MEETING MINUTES – MAY 27, 2015

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:

Bill Jonson, Chairperson  
Julie Bujalski, Vice-Chairperson  
Janet Long, Secretary/Treasurer  
Joseph Barkley  
Doug Bevis  
Mark Deighton  
Ben Diamond  
Dave Eggers  
Pat Gerard  
Curtis Holmes  
Patricia Johnson  
Wengay "Newt" Newton  
Darden Rice  
Brian Scott  
Kenneth Welch

Also Present:

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

### CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

**[Mr. Barkley entered the meeting at 9:01 AM.]**

**PUBLIC COMMENT**

**[Mr. Newton entered the meeting at 9:02 AM.]**

Walter Slupecki, Tampa resident and transit blogger, stated that he was impressed with the recent Proterra electric bus presentation at PSTA and asked the Board to consider purchasing a few of the electric buses. He said he visited Tallahassee and saw their electric bus system. Mr. Welch asked for the name of his blog and Mr. Slupecki responded 'publictransitastoldbyHARTride2012.'

Carl Hussenbuttal, Clearwater resident, expressed his concern about Route 19 and 60 to Clearwater Mall. He also made mention of what he believes are children over five years of age riding for free. He said he would like Routes 19, 60, 52 and 18 to run later on Saturdays and Sundays. He stated that the Real Time system is working well, but sometimes the system is not operating at certain hours. Chairperson Jonson asked staff to address his concerns.

**[Ms. Long entered the meeting at 9:09 AM.]**

Phil Compton, Sierra Club, thanked PSTA for the Proterra bus presentation and said the electric buses could be helpful in the Path Forward. He asked the Board to explore all new technology options.

**PRESENTATIONS**

Florida Department of Transportation (FDOT) Presentation – This item was postponed until the next Board meeting.

**NON-BOARD COMMITTEES**

Transit Riders Advisory Committee (TRAC) – Elaine Mann, Committee Chair, reported on the May 19th TRAC meeting which Committee Vice-Chair Stephanie Leishman presided over in Committee Chair Mann's absence. She reported that Committee Vice-Chair Leishman welcomed the newest TRAC member for North County, Gloria Lepik-Corrigan who replaced outgoing member David Winchell. The TRAC received a presentation from Cindy Raskin-Schmitt, Director of Communications, on bus advertising, outsourcing the advertising, and the repeal of a 1999 Resolution regarding the bus advertising policy. The Committee endorsed all the items. Debbie Leous, Chief Financial Officer, presented the Sustainable Capital Improvement Program (CIP) and

informed the TRAC of PSTA's search for a federal lobbyist. The Committee endorsed both actions. Committee Chair Mann reported that as an informational item, Jeff Thompson, Director of Transportation, delivered a follow-up presentation of the Rider Code of Conduct which is still in development. She indicated that the next TRAC meeting will be held on June 16th at 4:00 PM.

Metropolitan Planning Organization (MPO) – Ms. Bujalski reported that at the last MPO meeting, PSTA's revised Surface Transportation Program (STP) request letter was not discussed and there were no comments, so she believes they accepted the letter. Ms. Bujalski reported that the MPO received a presentation on a ferry study in Hillsborough County going from McDill to St. Petersburg. The MPO Board directed MPO staff, PSTA, the Barrier Island Governmental Council (BIG-C) as well as beach hotels to work with the ferry group to see if this would be a viable form of transportation for Pinellas County.

Ms. Bujalski said that the Hillsborough Area Regional Transit Authority (HART) applied for a Transportation Investment Generating Economic Recovery (TIGER) grant for the regional fare card system on behalf of PSTA so there would not be two requests from Pinellas County. The MPO had their own TIGER request for completion of the trail. Ms. Bujalski said that PSTA asked the MPO to support both requests, but at the meeting, she reported that the MPO chose not to support the HART project. She said they were not against it, but they felt that it was too conflicting for them to support two projects and would take away from their own project. Ms. Long requested that the Board be allowed to see the ferry presentation because she believes that could be a good option for Pinellas County.

MPO's Local Coordinating Board (LCB) – Ms. Johnson reported that the MPO's LCB had an informative meeting on May 19th. She said that presentations related to Medicaid transportation services in Pinellas County were made by the Agency for Healthcare Administration (AHCA) and their new Pinellas County Non-Emergency Transportation (NET) contractor called Medical Transportation Management (MTM). Ms. Johnson indicated that the new grant from the Florida Commission for the Transportation Disadvantaged (FCTD) takes effect on July 1<sup>st</sup> with the amount available in Pinellas County unchanged from the current year. She noted that this is unfortunate for PSTA as demand for TD keeps rising. She reported that the LCB's TD Changes Subcommittee will meet on May 28th at PSTA to prepare for a special full LCB meeting in the summer to focus solely on TD changes.



## CONSENT AGENDA

Mr. Bevis made a motion, seconded by Ms. Gerard to approve the Consent Agenda. Regarding item 5D, Mr. Welch asked if PSTA has any outstanding bonded debt and Debbie Leous, Chief Financial Officer, responded that PSTA has no debt. Mr. Welch asked who the advisor is for investment strategies and Ms. Leous replied that is handled internally, and added that any debt would have to be approved by the Board. Ms. Long said by next year, she would like PSTA to have a three month operating reserve. Mr. Barkley stated that the Finance Committee had extensively discussed the financial policies and the two month operating reserve and recommended approval.

There were no public comments. The Board unanimously approved the Consent Agenda, which included the approval of the April 22, 2015 Board meeting minutes, the settlement with Marcia and Robin Oder, the bus tire lease, and the financial policies annual update.

## ACTION ITEMS

Path Forward Plan Approval – Chairperson Jonson explained that at the May 22nd workshop, the Board had the opportunity to ask questions and make suggestions on the Plan Forward. There was no response to Chairperson Jonson’s request for public comment on the Plan Forward. The Board discussed each section and made suggestions.

Mr. Eggers suggested changing the Mission Statement to “PSTA provides safe, affordable, attractive public transit to our community supporting land use decisions and economic vitality to enhance our quality of life.” He also suggested adding “strategic cost control” to the third bullet under Visionary Service Design. Mr. Welch said he believes the Mission Statement still needs some work and Mr. Miller responded that the Executive Committee will review the Mission Statement. Mr. Eggers made a motion, seconded by Ms. Bujalski to add “strategic cost control” to the Visionary box. There were no public comments. Motion passed unanimously.

In the Sustainable Capital Program section, Mr. Scott made a motion, seconded by Mr. Welch to change the last bullet to read “Advocate for strong federal, state, and local capital funding.” There were no public comments. Motion passed unanimously.

There were no comments on the Customer Oriented Service Redesign section.

On the Incremental Expansion section, Mr. Welch made a motion, seconded by Mr. Newton to change the second bullet to read “Support pilot projects that fit within the

community and PSTA plans.” There were no public comments. Motion passed unanimously.

In the second bullet under the section Provide Effective, Financially Viable Public Transportation that Supports Our Community, Ms. Gerard made a motion, seconded by Mr. Welch to revise the bullet to read “Appropriately maximize revenue sources already available to PSTA.” There were no public comments. Motion passed unanimously. Ms. Gerard suggested taking out the words “not just one solution” in the first bullet point. Chairperson Jonson asked for and received Board consensus for that change. Mr. Scott suggested changing the first bullet to read “Examine all possible financing options including strategic cost control measures.” Ms. Bujalski made a motion, seconded by Ms. Long to approve all the changes in the section. There were no public comments. Motion passed unanimously.

There were no changes to the Develop a Strong Governance Model for Effective Pinellas Transportation Leadership section. Ms. Bujalski made a motion, seconded by Mr. Welch to approve the section. There were no public comments. Motion passed unanimously.

In the Focus on Customer-Oriented Public Transit Services section, Mr. Welch made a suggestion to change the first bullet to read “Continuous improvement of PSTA bus services for our community.” The Board agreed. Mr. Eggers made a motion, seconded by Mr. Welch to change the second bullet to read “Engage the broader community with ongoing communication and outreach.” There were no public comments. Motion passed unanimously. Mr. Welch suggested the third bullet read “Build an inspired workforce that is empowered and accountable for ever improving customer service.” Mr. Bevis made a motion, seconded by Ms. Bujalski to approve the section with the suggested modifications. There were no public comments. Motion passed unanimously.

Ms. Rice said she would like to see “security” and “accessibility” added to the document; perhaps in the Mission Statement. Mr. Welch suggested using the word “update” instead of “change” in the first bullet of the Visionary box. Mr. Bevis made a motion, seconded by Mr. Welch to make the suggested change. There were no public comments. Motion passed unanimously.

Ms. Bujalski made a motion, seconded by Ms. Long to approve the wording in all the boxes. In response to Chairperson Jonson’s call for public comment, Mr. Rask (speaking for Mr. Grasso also), made some suggestions on the Mission Statement. He also indicated that he sent the Board an email about the draft Path Forward and changes that were made.

Mr. Bevis noted that under the Incremental Expansion section there was a bullet “Leverage partnership with MPO/Others” on page 60, but not on the page 59 version. Ms. Gerard made a motion, seconded by Ms. Bujalski to amend the first motion to include the bullet under Incremental Expansion. There were no public comments. Motion passed unanimously. There were no public comments on the original motion to accept the Path Forward as amended. Motion passed unanimously.

FY2016-2020 Capital Improvement Program (CIP) – Ms. Leous explained the two parts of the CIP program, 1) the Federal Program of Projects for FY2016, and 2) the five-year CIP. She explained that greater emphasis was placed on the bus replacement plan and in reviewing the CIP, eliminated or reduced the lower priorities and shifted \$7.5 million to bus replacement. Ms. Leous said staff is recommending \$4 million of reserves be set aside for matching funds for federal and State Bus Rapid Transit (BRT) grants and other funding opportunities. She also spoke of some bus replacement strategies and a sustainable strategy. Ms. Leous reported that staff, using the sustainable strategies, has been able to set aside funds to purchase 65 buses over the next five years. She stated by 2021, PSTA will have to find funding sources or partners, but the planning has to start now, such as with the STP funds through the MPO. Ms. Long requested that a discussion be added to the agenda for the next Executive Committee meeting about strategic elements and how to ensure that PSTA is moving forward with the MPO to broaden their scope beyond roads.

In response to Chairperson Jonson’s call for public comment, Mr. Rask said that he questions compiling a five-year plan when PSTA does not know its needs. Ms. Long responded that transportation is a huge issue across the country that needs to be planned responsibly, and the five-year plan is also a state and federal requirement. Alan Zimmet, General Counsel, stated that the Board is not approving the expenditure of funds beyond the first year of the CIP; the Board is approving the CIP for years two through five, but not the expenditure of funds. Ms. Bujalski made a motion, seconded by Ms. Long to approve the FY2016-2020 CIP budget. There were no public comments. Motion passed unanimously.

Mr. Zimmet read Resolution #15-05 by title and Ms. Long made a motion, seconded by Mr. Bevis to approve. There were no public comments. Motion passed unanimously. Mr. Zimmet read Resolution #15-06 by title and Ms. Long made a motion, seconded by Mr. Bevis to approve. There were no public comments. Motion passed unanimously.

Bus Advertising Contract/Policy – Chairperson Jonson said staff requested item 6A be pulled for additional legal review. Mr. Miller added that, in a separate issue, one of the non-winning vendors had filed a bid protest.

Mr. Miller stated that PSTA would like to move ahead with approval of items 6B - repeal of Resolution #99-01, and 6C - approve the revised Bus Advertising Policy with two changes: 1) allow governmental advertising on the buses, and 2) allow alcohol advertising on the buses. Ms. Long asked Mr. Zimmet to advise the Board on the governmental advertising, and Ms. Bujalski stated that she would like all three items pulled.

In response to Chairperson Jonson's call for public comment, Vivian Peters, Largo resident, stated that she is against the alcohol advertising. Mr. Rask commented about the bid protest and he questioned allowing alcohol advertising. Ms. Laurie Gage, representing Direct Media (one of the bidders for the advertising contract), urged the Board to review the financials when it comes to the bid selection.

After much discussion, Ms. Bujalski made a motion, seconded by Mr. Newton to postpone items B and C. There were no public comments. Motion to postpone passed (11:4) with Mr. Barkley, Mr. Deighton, Mr. Holmes, and Chairperson Jonson dissenting.

## REPORTS/CORRESPONDENCE

PSTA Performance Report/Updates – The report was included in the Board packet.

**[Mr. Eggers left the meeting at 11:54 AM and did not return.]**

## FUTURE MEETING SUBJECTS

The Board received a schedule of future meeting subjects. Mr. Miller indicated that the next Executive Committee meeting would be on June 1st, and the first meeting with the Hillsborough Area Regional Transit Authority (HART) Executive Committee is scheduled for June 8th. Mr. Miller said that the Board will receive the FY2016 draft budget at their June 24th meeting.

**[Ms. Bujalski left the meeting at 11:56 AM and did not return.]**

## OTHER BUSINESS

No other business.

## BOARD MEMBER COMMENTS

Mr. Bevis asked for clarification on the bus advertising policy and was told that this item had been postponed until the next Board meeting.

Ms. Johnson said she is very passionate about PSTA and transit, adding that she is an advocate for the people who utilize the TD program.

Mr. Deighton spoke about successful transportation systems and the convenience to the people. He believes that the Path Forward has pushed PSTA in that direction.

Mr. Diamond commented that he enjoyed refining the Path Forward and is very pleased with the outcome.

Mr. Scott talked about the TD program and said that PSTA has done a lot, but some changes need to be made.

Ms. Rice thanked the Chair, her colleagues, and staff for the productive workshop and said she is proud of the Path Forward strategic document and is very excited on how PSTA is moving forward.

Mr. Newton said he believes the Board is very diverse and the Path Forward is proof of that. He also recognized 29 Bus Operators and four Customer Service Representatives (CSR) for passenger commendations and thanked them for their service.

Ms. Long stated that she is proud and honored to serve on the Board with all her colleagues, and she is grateful for their opinions and candor and for all the hard work at Friday's workshop. She believes the Board is moving forward to adopting a very solid foundation from which to make decisions.

Chairperson Jonson thanked everyone for participating in the workshop on Friday. He indicated that he viewed the Golden Circle on YouTube and encouraged everyone to watch it. He said he is pleased with the Path Forward product and thanked the staff for their help.

## **ADJOURNMENT**

There being no further business, Chairperson Jonson adjourned the meeting at 12:05 PM. The next meeting is scheduled for June 24th at 9:00 AM.

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Chairperson



**6B: Resolution Amending the Rules and Regulations**

**Action: Approve Resolution #15-07**

**Staff Resource:** Alan Zimmet, General Counsel

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**Background:**

- The PSTA Board of Directors adopted Resolution No. 15-01 on March 25, 2015.
- General Counsel noticed that, due to a scrivener's error, Section 2.10.C.3. of the original PSTA Rules and Regulations was inadvertently deleted when the Board approved the revisions to the Rules related to Public Hearings.
- A resolution is required to correct the scrivener's error.

**Recommendation:**

- Approve Resolution #15-07.

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**Attachments:**

1. Resolution #15-07



**RESOLUTION # 15-07**

**A RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY BOARD OF DIRECTORS AMENDING THE RULES AND REGULATIONS AS ADOPTED BY RESOLUTION 12-07, AS AMENDED, BY AMENDING SECTION 2.10.C. TO CORRECT A SCRIVENER'S ERROR THAT INADVERTENTLY DELETED THE NUMBER OF PUBLIC HEARINGS REQUIRED PRIOR TO ADOPTING A BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Pinellas Suncoast Transit Authority (PSTA) Board of Directors has adopted rules and regulations as set forth in Resolution 12-07, as amended (Rules and Regulations); and

WHEREAS, the PSTA Board of Directors adopted Resolution No. 15-01 on March 25, 2015, which, due to a scrivener's error, inadvertently deleted Section 2.10.C.3. of the PSTA Rules and Regulations; and

WHEREAS, the PSTA Board of Directors wishes to correct this scrivener's error.

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

1. Section 2.10.C. of the PSTA Rules and Regulations is hereby amended to read as follows:

Section 2.10 Public Hearings.

C. Number of Public Hearings

1. Fare increases and system-wide service changes shall require at least one public hearing that is easily accessible by bus and includes adequate parking at a time that maximizes public attendance.
2. The Program of Projects and non - system - wide service changes that result in a 25% or more decrease of the transit route miles, transit revenue vehicle miles or estimated ridership of a transit route shall require at least one public hearing. If the non - system - wide service changes are such that a public hearing would be better held at a location central to the area affected by the changes, then this "central" hearing location may replace the PSTA headquarters hearing.
3. Budgets shall require at least two public hearings to be held in accordance with state statute. The locations for these hearings should be easily accessible by car and/or bus, where adequate parking exists, and at times as required by state statutes. There also shall be held two budget workshops which shall be held at dates, times, and locations approved by the Board of Directors.

2. This Resolution shall take effect immediately upon its adoption.

Dated this 24 day of June, 2015

ATTEST:

PINELLAS SUNCOAST TRANSIT AUTHORITY  
PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
Janet C. Long  
Secretary-Treasurer

\_\_\_\_\_  
William C. Johnson  
Chairperson

DATE: June 24, 2015

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan S. Zimmet  
PSTA General Counsel



## ACTION ITEM



### 7A: Federal Lobbyist

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



**Staff Resource:** Lou Emma Cromity, Dir. of Procurement

FINANCE & PERFORMANCE  
MANAGEMENT

### Background:

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

### Procurement:

- 13 DC-based Lobbying firms responded with proposals to provide Federal Lobbyist Consultant Services.

- They are:

1	Akerman LLP	8	Akin Grump Strauss Hauer & Feld
2	Alston & Bird LLP	9	Capitol Strategies
3	Becker & Poliakoff	10	CHCG
4	CHG & Associates/Spartan Solutions	11	Dean & Dean Consulting, LLC
5	FTI Consulting	12	McBee Strategic Consulting
6	Smith Dawson & Andrews	13	Squire Patton Boggs
7	<b>Van Scoyoc Associates, Inc.</b>		

- A selection committee of PSTA staff evaluated the 12 qualified responses (CHCG was determined to be non-responsive) and ranked the firms based upon set scoring criteria. The highest ranked firm, Van Scoyoc Associates, Inc. is being recommended for contract award.
- Van Scoyoc Associates, Inc. also represents Pinellas County, the City of Clearwater, University of South Florida, and the Tampa International Airport. These entities have confirmed they see no conflict in PSTA contracting with VSA.

**Fiscal Impact:**

- \$7,000 per month (includes all expenses).
- Van Scoyoc Associates price was below the median price of all the proposers and within PSTA’s planned FY2016 budget for this contract.
- Not To Exceed \$420,000 (5-year contract).

**Recommendation:**

- PSTA staff recommends to the Board to award the contract for Federal Lobbyist Consultant Services to Van Scoyoc Associates, Inc.
- The Finance Committee reviewed this item and is recommending approval. The Committee discussed recent discussions with HART’s Executive Committee about whether or not the same lobbyist should be secured for both agencies but after consideration, decided that as long as the priorities are determined through collaboration of PSTA and HART, it may be preferred to have multiple representatives.

**Attachments:**

1. Statement of Work
2. Contract

## **RFP#15-010P Federal Lobbyist Consultant Services**

### **1.3 SCOPE OF SERVICES**

#### **STATEMENT OF WORK**

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

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

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

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

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

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

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

**Typical Duties (not exhaustive):**

**Federal Lobbying Services – General Requirements**

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

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

**Lobbying and Legislative Representation Activities**

The Consultant will be responsible for managing the following activities:

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

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

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

### **Communications**

The Consultant will be responsible for managing the following activities:

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

### **Annual Performance Evaluation Requirements**

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

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

**Performance Criteria:**

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

**Qualification of Experience**

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

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

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

**The ideal Consultant will:**

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

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

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



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

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

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

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

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

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

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



## CONTRACT

### AGREEMENT TO FURNISH FEDERAL LOBBYIST CONSULTANT SERVICES

THIS AGREEMENT is made on June 24, 2015, by and between the Pinellas Suncoast Transit Authority ("PSTA"), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and Van Scoyoc Associates, Inc. ("Consultant"), with its principal place of business located at 101 Constitution Avenue, NW, #600 West, Washington, D.C. (collectively, the "Parties").

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

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

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

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

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

Exhibit A	RFP
Exhibit B	Price Proposal
Exhibit C	Consultant's Response

3. SCOPE OF SERVICES. Consultant, at the direction of PSTA, shall furnish Federal Lobbyist Consultant Services described and in accordance with the specifications, tasks, and scope of work set forth in Exhibit A (the "Services"). It is the sole responsibility of Consultant to read the specifications and understand them.
4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and shall remain in effect for three (3) years, and may be renewed upon mutual written agreement of the Parties for up to two (2) additional one (1) year terms (each a "Renewal Term").

## 5. TERMS OF PERFORMANCE.

*5.02 Representatives.* Prior to the start of any work under this Agreement, Consultant shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Consultant's representative.

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

*5.04 Status Reports:* Consultant shall submit monthly written status reports to PSTA outlining the status of each Task Order issued by PSTA throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Consultant along with all deliverables. If a monthly schedule submitted by the Consultant includes changes affecting the achievement of deliverables based on circumstances the Consultant believes to be a delay caused by PSTA, the Consultant should clearly identify those changes.

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

### *5.06 Special Annual Performance Evaluation Requirements for Federal Lobbyists*

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

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

### **Performance Criteria:**

1. Annual Submission of Suggested Legislative Strategy – The Consultant will provide a proposed written legislative strategy for PSTA to consider and approve prior to the end of the calendar year. The strategy should be based on pending legislative actions, trends, and political activities, etc. The strategy will incorporate PSTA's Federal legislative priorities which the Consultant will assist in developing. The strategy shall have specific objectives for key meetings to arrange, activities to monitor, and other actions that will occur over the coming year.



2. Monthly Written Reports – The Consultant must provide monthly written summaries of all activities performed in support of the PSTA representation.
3. A minimum of two (2) Annual Updates at PSTA in Pinellas County and three (3) monthly PSTA Related meetings. – The Consultant’s principal representative to PSTA will be required to make a minimum of two annual visits to PSTA to present federal legislative activities in person to the PSTA Board or Committees. In addition, the Consultant must document at least 3 meetings each month that Congress is in session related to its representation of PSTA with federal elected officials, their staffs, executive branch staff, or other related officials.
4. Successful organization and attendance of all PSTA related meetings in Washington DC by individual or multiple PSTA Board members or staff. Provided there is appropriate advanced notice, the successful Consultant will be expected to organize and support in-person, legislative visits in Washington D.C. between Congressional members, staffs, executive branch members and PSTA Board and staff officials.

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

*5.08 Compliance with Laws.* Consultant shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Consultant of its obligations to comply with such laws fully and completely. Upon request, Consultant shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Consultant shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

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

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

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



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

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

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

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

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

*7.01 Written Change Orders within the Services.* PSTA may at any time, by written order, make changes within the scope of the work to be performed by Consultant under the Contract Documents. However, no such written order shall serve to increase the Total Contract Price or to give Consultant any claim for monies above the Total Contract Price. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Consultant shall notify PSTA within thirty (30) days in writing. In the case of an increase to the Total Contract Price, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the Total Contract Price. Such notice must be submitted and approved prior to performing any work in accordance with the written order or changes made by PSTA. Any change in the Total Contract Price must be approved by PSTA's Board of Directors and Consultant shall not be entitled to any compensation for such services unless and until approved by PSTA's Board of Directors.



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

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

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

## 8. WARRANTIES AND COVENANTS.

8.01 *Patent, Trademark, Copyright, and Trade Secret.* Consultant warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Consultant of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Consultant for any such claim brought against Consultant. If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Consultant and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

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

## 9. ASSIGNABILITY AND SUBCONTRACTING.

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

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



PSTA's prior written consent. Consultant may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

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

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

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

## **10. DELAY IN PERFORMANCE/FORCE MAJEURE.**

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

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

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

*10.04 Notification.* Consultant will notify PSTA as soon as Consultant has, or should have, knowledge that an event has occurred which will delay completion of a requested service. Within five (5) working days, Consultant will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Consultant shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Consultant and will



determine if Consultant is entitled to an extension and the duration of such extension. PSTA will notify Consultant of its decision in writing. It is expressly understood and agreed that Consultant will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Consultant shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

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

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

*11.02 With Cause.* PSTA may terminate this Agreement with cause and without penalty at any time immediately upon written notice to Consultant, if: (1) Consultant fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Consultant fails to perform in the manner called for in the Contract Documents; or (3) Consultant does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Consultant may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Consultant must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Consultant may not terminate this Agreement.

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

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

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

*11.06 Waiver of Remedies for any Breach.* In the event that PSTA elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Agreement, such waiver



by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

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

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

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

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

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

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



### 13. INDEMNIFICATION.

*13.01 Indemnification for Architectural or Engineering Firms.* To the fullest extent permitted by law, Consultant shall indemnify and hold harmless PSTA and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its employees, agents, officers, subcontractors and other persons employed or utilized by Consultant in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Consultant provided services be hereby amended to include the foregoing indemnification. Consultant expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of Consultant against PSTA and Consultant waives any entitlement to immunity under Section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement however terminated.

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

### 14. INSURANCE

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

or recommendation and proceeding with the recommendation of the next responsive, responsible Consultant.

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

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. Within ten (10) calendar days after the Consultant's receipt of notice of the award, the Consultant shall email properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of PSTA's Purchasing/Risk Management Department. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If the Consultant has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Consultant's Excess Insurance Program. If the Consultant participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. The Consultant shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

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



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

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

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

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

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

### **Waivers**

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

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



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

**Minimum required Commercial General Liability coverage will include:**

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

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

- \$3,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of three (3) years following the expiration of this contract.

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

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

**This policy should not be subject to any aggregate limit.**

**Workers’ Compensation Insurance:**

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

**The Employers’ Liability Insurance** with limits no less than:

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

The Workers’ Compensation policy must be endorsed to waive the insurer’s right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement



(Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

**Professional Liability Insurance:**

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

The minimum limits of liability shall be:

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

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

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

*15.01 Prevention of Substance Abuse by Safety Sensitive Employees.*

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

**15.02 Access to Records.**

- a. In accordance with 49 U.S.C. Section 5325(a), Consultant agrees to provide PSTA, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of Consultant which are directly pertinent to this Agreement, for the purposes of making audits, examinations, excerpts and transcriptions.



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

**15.03** *Reports and Record Retention.*

- a. Reports: Consultant agrees to provide to the Federal Transit Administration those reports required by U.S. DOT's grant management rules and any other reports the federal government may require.





- b. **Record Retention:** Consultant agrees that, during the course of the Services and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Services as the federal government may require for the Services.

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

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

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

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

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

*15.08 Lobbying Certification.* During the term of this Agreement Consultant agrees to comply with the provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires Consultant to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. Consultant agrees to comply with U.S.



DOT regulations, "New Restrictions on Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

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

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

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

*15.10 Environmental, Resource Conservation and Energy Requirements.*

- a. Environmental Protection: Consultant agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA



regulations, "Environmental Impact And Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622.

b. Clean Air:

1. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Consultant agrees to report each violation to PSTA and understands and agrees that PSTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

c. Clean Water: Consultant agrees to comply with all applicable Federal laws and regulations in accordance with applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. § § 1251 through 1377. Specifically:

- i. Consultant agrees to protect underground sources of drinking water as provided by the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § §300f through 300j-6.
- ii. Consultant agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
- iii. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

d. Historic Preservation: Consultant agrees to assist the Government (FTA) to comply with section 106 of the National Historic Preservation Act, 16 USC § 470f, involving historic and archaeological preservation by:

- i. Consulting the State Historic Preservation Officer on the conduct of investigations, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic And Cultural Properties", 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register Of Historic Places that may be affected by the Services, and notifying the Government (FTA) of the existence of any such properties; and,
- ii. Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.



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

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

*15.12 Civil Rights Requirements.*

- a. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:
  - i. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as

amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Services. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

- ii. Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- iv. Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

*15.13 Access for Individuals with Disabilities.* PSTA and Consultant agree to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. PSTA and Consultant also agree to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, PSTA and Consultant agree to comply with applicable implementing Federal regulations any later amendments thereto, and agree to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:



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

**15.14 DBE Participation.** Consultant and any sub-Consultant(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as PSTA deems appropriate. A minimum of eight point twenty-nine percent (8.29%) of the total contract price, as awarded, may be awarded to certified DBE's by Consultant.

**15.15 DBE Subcontractor's Payment and Reporting Terms.**

- a. **Consultant Reporting Requirements:** Consultant agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant in a joint venture, Consultant agrees to count the portion of



the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the contract. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. Consultant understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the factors listed in 49 CFR Part 26. Consultant agrees to meet with the PSTA DBE Liaison Officer for the purpose of verifying Consultant reporting requirements prior to the signing of a contract:

- b. **Legal and Contract Remedies:** Consultant agrees to report quarterly to the PSTA DBE Liaison Officer on all payments made to DBE Sub-Consultants. Further, Consultant shall provide all copies of canceled checks made to DBE Sub-Consultants showing proof of actual payment. Consultant understands that failure to report quarterly to the PSTA DBE Liaison Officer may result in the termination of this Agreement or such other remedy as PSTA deems appropriate.
- c. Consultant understands that PSTA will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. Consultant understands that PSTA will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

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

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

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

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



**16. MISCELLANEOUS PROVISIONS.**

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

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

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

**To PSTA:**

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

**To Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***With required copy to:***

Alan S. Zimmet, Esq.  
Bryant Miller Olive P.A.  
One Tampa City Center, Suite 2700  
Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section 16.03.

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

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

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

*16.07 Authorization.* Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties





executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

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

CONSULTANT:

PSTA:

By: \_\_\_\_\_  
Duly Authorized Designee

By: \_\_\_\_\_  
Brad Miller, CEO

WITNESS:

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Alan S. Zimmet, General Counsel

## INFORMATION ITEMS



**8A: FY2016 Draft Budget**



**Action: Information Item**

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



### **Background:**

#### **Fiscal Year 16 Budget (FY16)**

- A summary presentation of the Draft FY16 PSTA Operating Budget reflects PSTA's new Strategic Path Forward with a customer orientation focus.
- The focus will now be on a review of the draft budget over the summer months, inclusive of the Path Forward recommendations to examine cost reduction and revenue adjustments in order to present a final draft budget to the PSTA Board at the August 26, 2015 PSTA meeting.

#### **PSTA Budget Highlights**

##### **Fiscal Year 2015**

- The current FY15 budget assumed a transfer from reserves of \$2,194,990. This transfer will not be needed.
- \$486,860 will be added to reserves based on current FY15 projections.
- The FY15 total revenue forecast is less than 2% variance to budget.
  - Passenger Fares revenue is forecasted to be under budget \$1,368,308 or 9.6% primarily due to the increasing use of Transit Disadvantaged (TD) supported discounted bus passes.
  - Advertising (Auxiliary) revenue is forecasted to be \$91,400 or 34.2% over budget.
  - Non-Transportation revenue is forecasted to be \$44,910 or 35.0% over budget primarily due to increased investment interest income.
  - All other revenue sources were within 2% of budget.

##### **Fiscal Year 2016**

The key highlights of the FY 16 budget include:

- A 2% further loss in revenue due to the increased enrollment in the TD discounted bus pass program.
- With rising property values alone, the Ad Valorem tax is increasing \$2,445,530.
- Salaries are increasing \$1,795,400 as follows:
  - “Step” increases per existing collective bargaining agreements are equal to an average 1.1% increase even before adjustments are computed.
  - PSTA will budget additional funds for Union wage adjustments subject to settlement of a new contract with its largest Union, TBATWU.
  - The proposed budget also assumes merit-based lump sum compensation adjustments for Union employees based on performance and attendance.
  - 3% Merit base adjustments for Administrative Staff (non-Union).
  - Only two new positions, the smallest increase in several years: focused on improving our customer experience – Two Maintenance Service Attendants to increase the frequency of detailed interior bus cleaning. A net reduction of total overall workforce is planned for FY16.
- Fringe Benefits are increasing \$894,183 primarily due to an anticipated 7% increase in health insurance costs, which is shared with the employees.
- Repair parts are increasing \$410,000 to assist in extending the useful life of our fleet to 15 years.
- Diesel Fuel is anticipated to decrease to \$2.40/gallon saving \$1,434,420.
- Customer Service training, and funding for post-customer service training surveys.
- Funding for a strategic marketing plan and community outreach.
- Budget for a consulting firm to assist PSTA in securing funding and acting as a federal legislative lobbyist.
- Budget of \$50,000 for Board Governance Training.

### **The Path Forward Assumptions**

- As was presented at the previous Workshops and Board Meetings, PSTA has committed itself with looking at all possible options for containing costs and considering existing revenue sources to provide a sustainably balanced operating budget for the longer-term future. The following assumptions, not included in the draft FY2016 budget as presented today, will be considered by the Board over the next several months prior to the final budget approval to allow for longer-term sustainability:.

- Fare Adjustment increasing revenues \$1 million
- An increase in Advertising due to outsourcing of \$300,000
- An increase in the ad valorem millage rate from .7305 mills to .7500 mills that represents an additional \$1 million in revenues.
- Service Adjustments saving \$930,000
- With the implementation of the above, the budget assumes a transfer into reserves of \$2,910,855 to be used for balancing the operating budget over the next five years.

**Recommendation:**

- PSTA's Planning Committee reviewed this draft budget as information and provided comment.
- 

**Attachments:**

1. PowerPoint



## FY 2016 Draft Budget PSTA's Path Forward

PSTA Board Meeting

June 24, 2015

### Agenda for the Draft FY 16 Budget

- FY 2015 Forecast
- FY 2016 Draft Budget Summary
  - Recommendations Support the Path Forward
- Beyond FY 2016



## FY 2015 Forecast Summary

No.	Line Item	FY 2015 Projected Over / Under
1	Revenues (Under)	(\$1,283,650)
2	Transfer from Reserves Not Used	\$2,194,990
3	Expenses (Under)	(\$3,965,500)
4	TOTAL FY 2015 Projected Surplus	\$486,860

**FY 2015 Will Be PSTA's 4<sup>th</sup> Straight Year of Substantial Savings**

3



## Last Month's Board Decision....



6



## FY 2016 Budget Summary

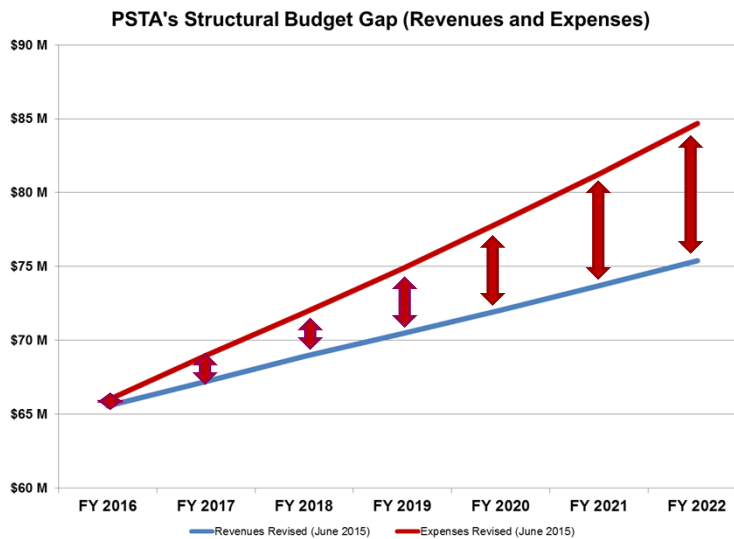
Source:	FY 2015 Adopted Budget	FY 2015 Forecast	FY 2016 Proposed Budget	Variance to Forecast
Revenues	\$64,468,084	\$63,184,434	<b>\$65,577,092</b>	\$2,392,658
Expenses	\$66,663,074	\$62,697,574	<b>\$65,959,287</b>	\$3,261,713
Surplus/ (Deficit)	<b>(\$2,194,990)</b>	\$486,860	<b>(\$382,195)</b>	\$896,055

**Without Other Decisions, PSTA does not address future operating deficits.**

7



## If We Do Nothing....



8



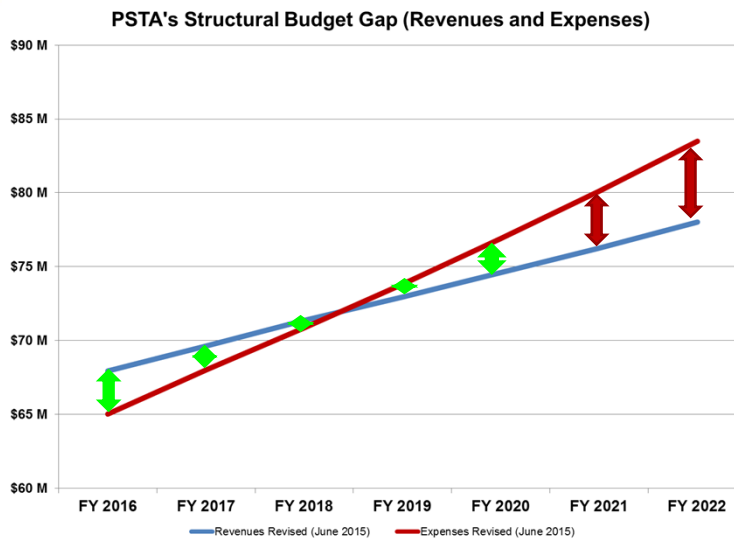
### Path Forward Strategic Plan: Examine All Options

- Outsourcing of Advertising                   +\$300,000
- Service Redesign                               -\$930,000
- Fare Adjustments                               +\$1,054,000
- Ad Valorem Tax Rate (to 0.75 Cap) +1,009,050
- Efficiency Savings:                             +\$103,000

**By Making These Decisions in July & September,  
PSTA Has Long-Term Sustainable Budget**



### If We Make Key Decisions....





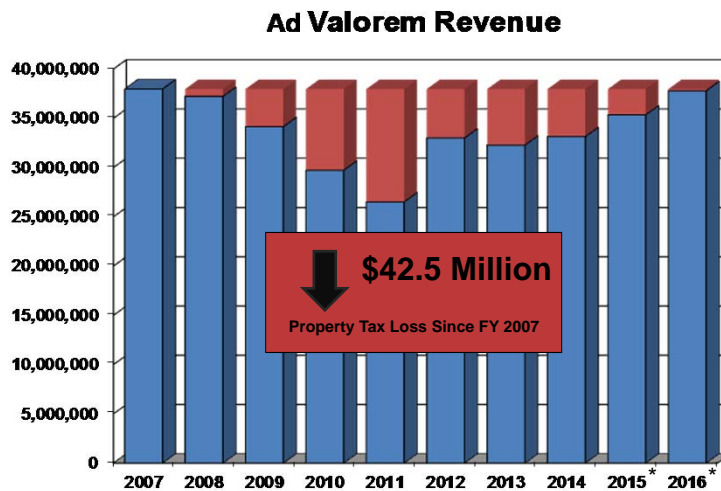
## FY2016 Draft Budget Assumptions

- **Conservative Fare Revenue Estimate** - A 2% further loss in fare revenue due to the increased enrollment in the TD Discounted Bus Pass Program.
- **Increased Property Values** – Up \$2,445,430 without a rate change.
  - Despite the increase, we have lost over one entire year’s worth of Ad Valorem revenue since the market shift.

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## Ad Valorem Revenue



\*Projected

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## FY2016 Draft Budget Assumptions

- **Biggest Increase: Wages: Up \$1.8M**
  - Union:
    - CBA Settlement Funds
    - Step Increases
    - Merit-Based Bonuses
  - Non-Union: 3% Salary Merit Based Increases
- **Net Reduction in Workforce – Only 2 New Positions Recommended: 2 Service Attendants to Improve Bus Cleanliness Per Customer Focus**

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## Key Variances – FY 15 Forecast to Budget

- **Fringe Benefits** – Up \$894,183 primarily due to anticipated 7% increase in health insurance costs, shared with the employees. Move to “Minimum Premium Arrangement.”
- **Bus Repair Parts** – Up \$410,000 to assist in extending the useful life of our fleet to 15 years.
- **Diesel Fuel** – Down (\$1,434,420) based on \$2.40 a gallon.


16



# FY 16 and the Path Forward

- FY2016 Draft Budget Plan Based on Path Forward Strategic Plan






**PATH FORWARD**

5/27/15  
Adopted

Mission: PSTA provides safe, affordable public transit to our community. We help guide land use decisions and support economic vitality to enhance our 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 sensitive approach.




Incremental Expansion

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




Provide Effective, Financially Viable Public Transportation that Supports Our Community

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




Develop a Strong Governance Model for Effective Pinellas Transportation Leadership

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



Focus on Customer-Oriented Public Transit Services

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



## Customer Orientation



- **Customer Satisfaction Initiative** – Specific funds for training & follow-up customer surveys.
- **Strategic Marketing Plan** – Includes funds for community outreach.
- **Better Bus Cleaning** - 2 New Cleaners
- **Training, Training, Training!** – Along with merit based compensation for all employees, union and non-union.

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## Strong Governance Model



- **“Governance Training”** - \$50K for MPOAC-like initiative for Board members.
- **Federal Lobbyist** – Funded



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## Financial Sustainability



- **New Capital Plan** – Prioritizes projects to move \$7M+ from Deleted Projects to Bus Replacements and adds +\$15M from built up reserves.
- **FY2016 Draft Budget Down \$1.6M from FY2015 Adopted Budget**
- **Consideration of New Decisions for Multi-Year Sustainability**

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## Customer Oriented Service Redesign



- **Community Bus Plan** plus new data driven analysis saves \$930,000
- **Major Community Outreach Underway**
- “Screen 2 Funds” Included (\$200K)
- Recommendations Coming in **July**

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# Plan Forward – Financial Impact

## Pinellas Suncoast Transit Authority Operating Budget Projections FY 2015 - 2022

Line	FY 2015 Revised	FY 2016 Revised	FY 2017 Revised	FY 2018 Revised	FY 2019 Revised	FY 2020 Revised	FY 2021 Revised	FY 2022 Revised
1 Operating Reserves - Beginning Year	\$ 16,972,411	\$ 12,897,881	\$ 15,220,117	\$ 16,121,880	\$ 15,942,810	\$ 13,227,843	\$ 4,328,435	\$ (301,034)
<b>Operating Revenues</b>								
2 Operating Revenue	\$ 14,887,864	\$ 16,150,727	\$ 16,230,311	\$ 16,303,479	\$ 16,379,245	\$ 16,457,704	\$ 16,538,954	\$ 16,623,099
3 Property Tax	\$ 35,355,160	\$ 38,809,640	\$ 40,284,406	\$ 41,815,213	\$ 43,195,115	\$ 44,620,554	\$ 46,093,032	\$ 47,614,102
4 State Operating Grants	\$ 7,367,460	\$ 7,418,284	\$ 7,545,878	\$ 7,675,667	\$ 7,807,688	\$ 7,941,980	\$ 8,078,582	\$ 8,217,534
5 Federal Operating Grants	\$ 5,573,950	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491	\$ 5,561,491
6 Total Operating Revenues	\$ 63,184,434	\$ 67,940,142	\$ 69,622,086	\$ 71,355,850	\$ 72,943,539	\$ 74,581,729	\$ 76,272,059	\$ 78,016,226
<b>Operating Expenses</b>								
7 Operating Expenses	\$ 62,697,574	\$ 65,029,287	\$ 68,014,747	\$ 70,846,621	\$ 73,809,659	\$ 76,910,661	\$ 80,122,835	\$ 83,485,236
8 Non-Federal/State Capital Expenses								
9 Total Operating Expenses	\$ 62,697,574	\$ 65,029,287	\$ 68,014,747	\$ 70,846,621	\$ 73,809,659	\$ 76,910,661	\$ 80,122,835	\$ 83,485,236
10 Revenues Over / (Under) Expenses	\$ 486,860	\$ 2,910,855	\$ 1,607,339	\$ 509,229	\$ (866,120)	\$ (2,328,932)	\$ (3,850,776)	\$ (5,469,010)
<b>Reserve Adjustments</b>								
11 Transfer To/(From) Reserves	\$ 486,860	\$ 2,910,855	\$ 1,607,339	\$ 509,229	\$ (866,120)	\$ (2,328,932)	\$ (3,850,776)	\$ (5,469,010)
12 Service Enhancements		\$ (200,000)	\$ (208,000)	\$ (216,320)	\$ (224,973)	\$ (233,972)	\$ (243,331)	\$ (253,064)
13 Capital Reserve Decrease	\$ (4,000,000)				\$ (1,130,034)	\$ (5,819,670)		
14 Increase in 2 Month Operating Reserve	\$ (561,390)	\$ (388,619)	\$ (497,576)	\$ (471,979)	\$ (493,840)	\$ (516,834)	\$ (535,362)	\$ (560,400)
15 Decrease in Insurance Reserve								
16 Operating Reserves - End of Fiscal Year	\$ 12,897,881	\$ 15,220,117	\$ 16,121,880	\$ 15,942,810	\$ 13,227,843	\$ 4,328,435	\$ (301,034)	\$ (6,583,508)




## Summary

The FY 16 Draft Budget reflects

- PSTA's Path Forward
- Allows for Key Decisions to Provide Long Term Stability



**QUESTIONS?**

28 



<b>9A:</b>	<b>PSTA Performance/Updates for the Month of May</b>
<b>Action:</b>	<b>Information Item</b>

**Staff Resource:** Brad Miller, CEO

<b>Total Ridership*</b>	
<b>DOWN 0.3%</b> Monthly Compared to Last Year	<b>UP 4.4%</b> Year-to-Date

\* A detailed report is attached

<b>Contract Awards between \$25,000 - \$100,000</b>		
<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
No purchases		
<b>Total:</b>	--	

<b>Transportation Disadvantaged (TD)</b>	<b>5/2015</b>	<b>YTD</b>
Number of Telephone Inquiries	1,123	7,276
Number of Applications Mailed	78	399
Number of TD Discounted Bus Passes	5,066	37,525

<b>Customer Service</b>	<b>5/2015</b>	<b>YTD</b>
Number of Real Time Text Messages Sent to Riders	176,250	1,536,733
Number of Times Voice System Provided Info to Riders	132,640	1,048,807
Number of Times <a href="http://RidePSTA.net">RidePSTA.net</a> was visited	162,816	1,335,253
Number of InfoLine Calls	36,155	325,129
Average Call Length-seconds	154	142
Average Hold Time-seconds	112	126



<b>PSTA.net</b>	<b>5/2015</b>	<b>YTD</b>
Number of Website Visits Per Day	5,437	5,497
Number of Users	51,763	331,750
Total Pages Viewed	317,776	2,520,284
Percent of First Time Visitors	23%	25%
Number of Online Bus Pass Orders	558	5,415

<b>Social Media Statistics (by the end of the month)</b>	<b>5/2015</b>
Number of Twitter Followers	1,736
Number of Facebook Fans	8,686
Number of LinkedIn Followers (Company Page)	572
Number of People Belonging to PSTA's LinkedIn Group	159
Number of Times Blog Pages were Viewed	721

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**Attachments:**

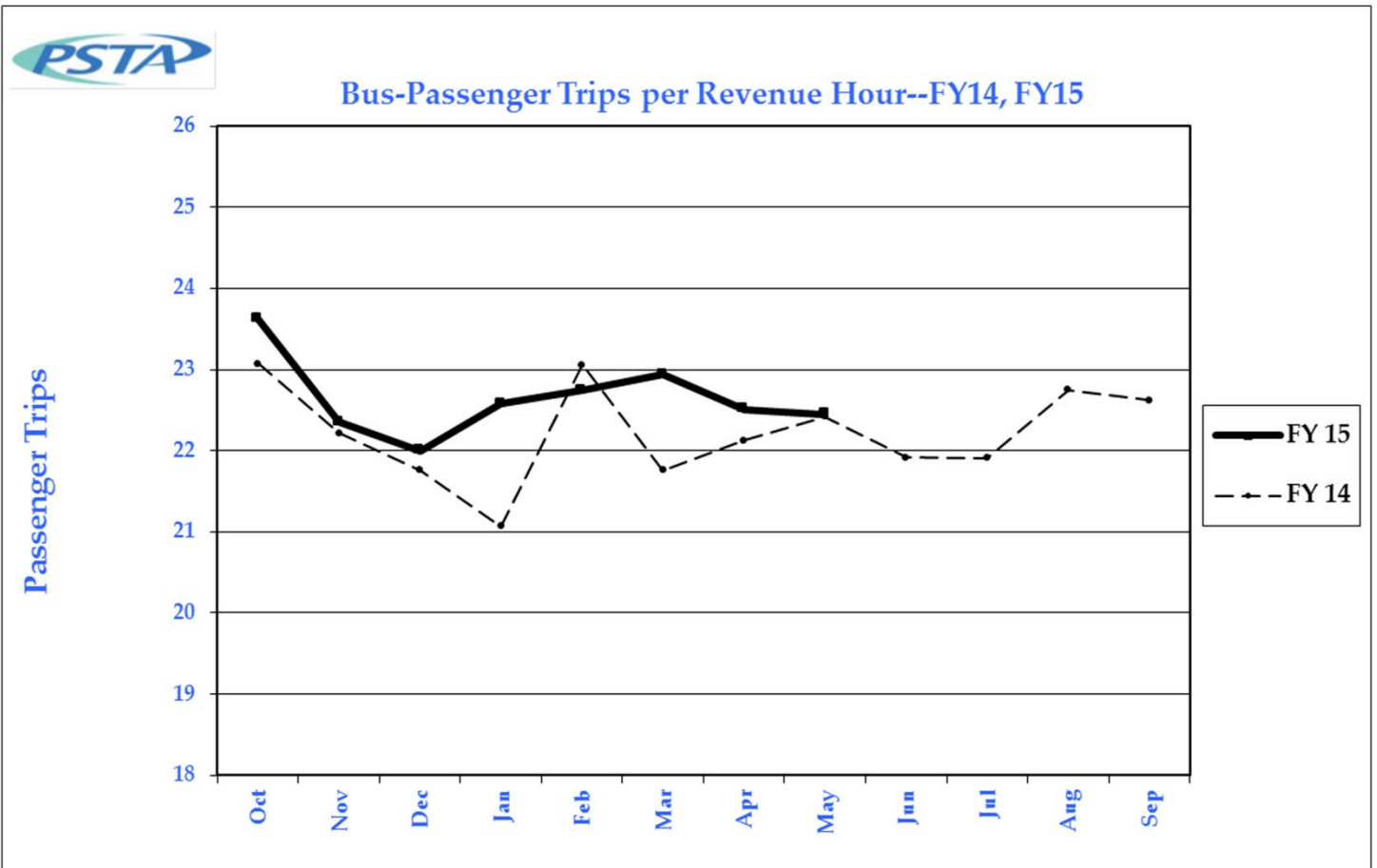
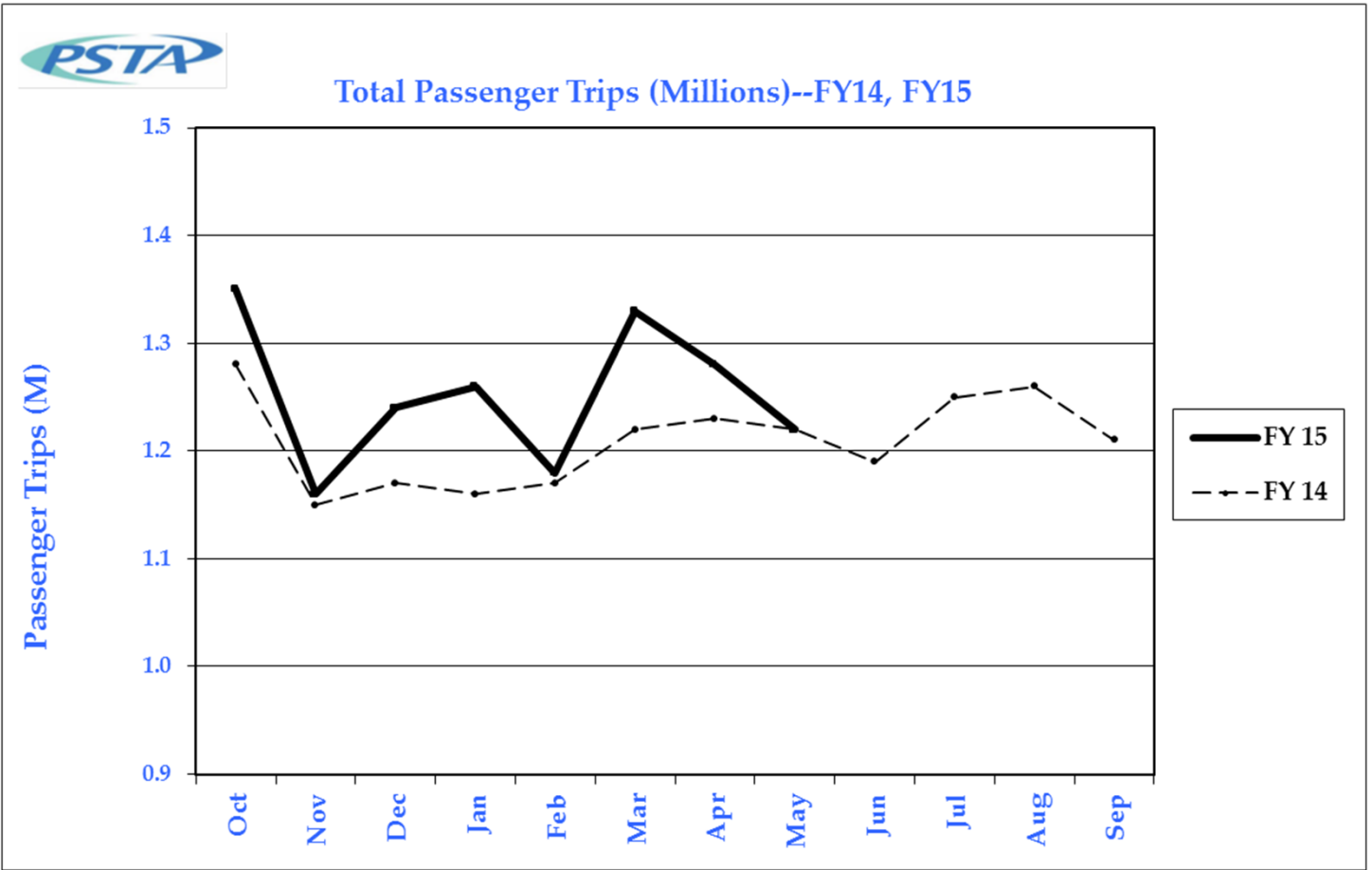
1. Operating Statistics
2. Performance Graphs



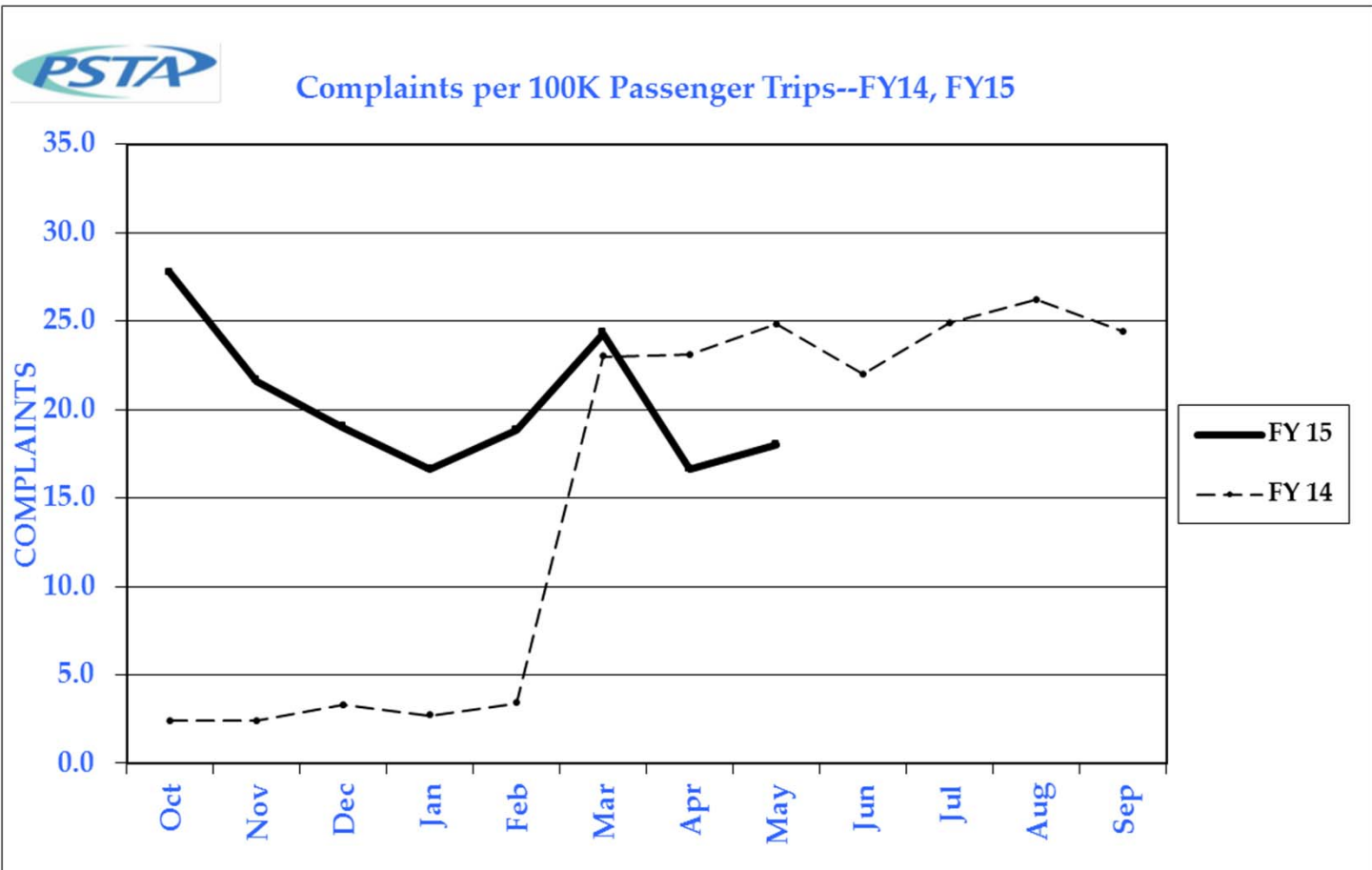
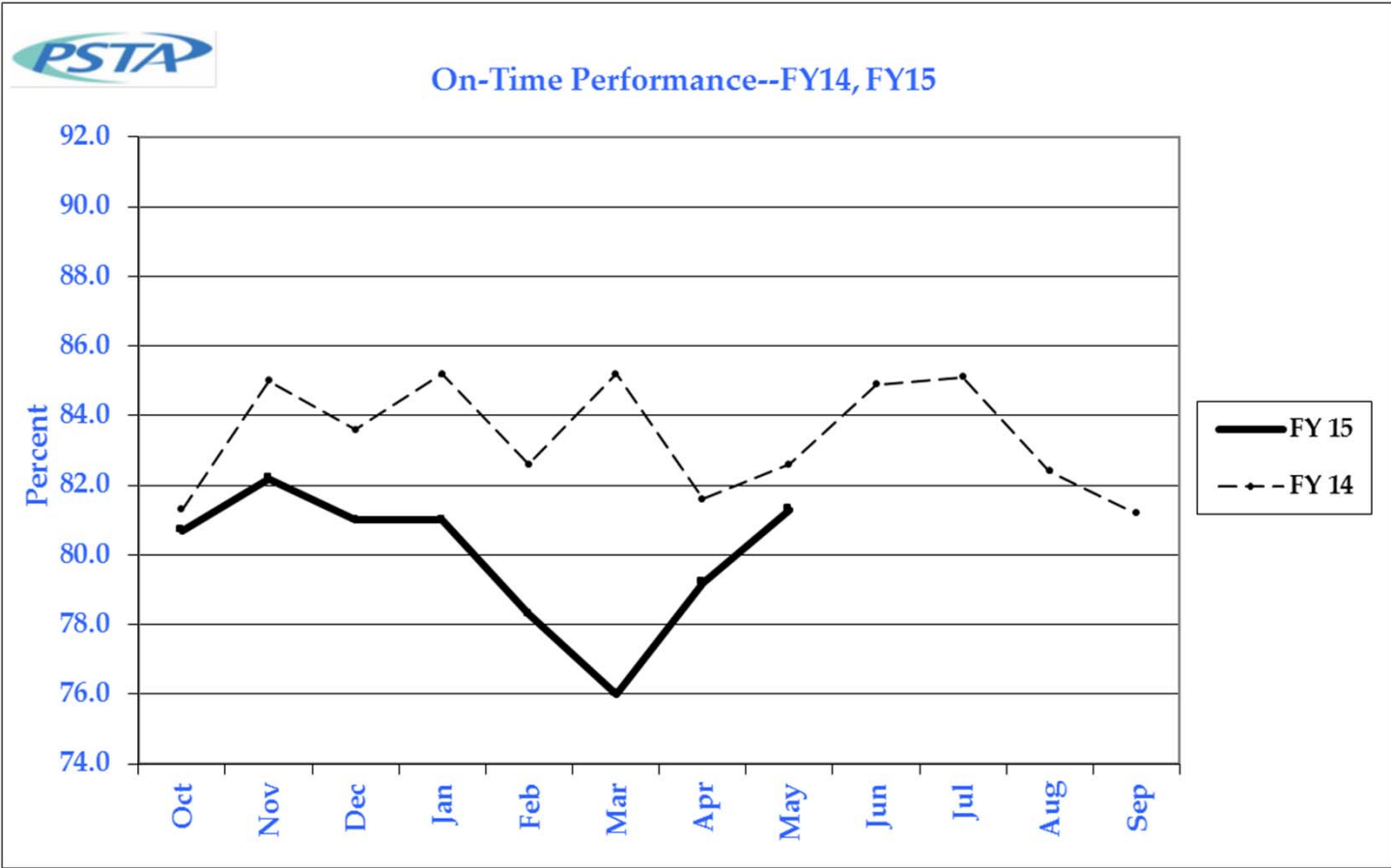
**OPERATING STATISTICS**  
**Board Report**  
**MAY 2015**

CURRENT MONTH			RIDERSHIP STATISTICS Per FTA requirements, each boarding = 1 trip.	FISCAL YEAR-TO-DATE		
THIS MONTH	THIS MONTH LAST YEAR	% CHANGE		THIS YEAR	PRIOR YEAR	% CHANGE
1,096,335	1,112,081	-1.4%	Total Bus Revenue Passenger Trips <sup>(1)</sup>	8,931,781	8,713,466	2.5%
38,738	39,603	-2.2%	Other Bus Passenger Trips (includes East Lake) <sup>(2)</sup>	355,055	326,143	8.9%
4,201	3,941	6.6%	Looper Trolley Passenger Trips <sup>(3)</sup>	38,802	32,478	19.5%
50,748	37,617	34.9%	Jolley Trolley Passenger Trips <sup>(4)</sup>	478,425	310,068	54.3%
<b>1,190,022</b>	<b>1,193,242</b>	<b>-0.3%</b>	<b>Total Fixed Route Passenger Trips <sup>(1-4)</sup></b>	<b>9,804,063</b>	<b>9,382,155</b>	<b>4.5%</b>
23,438	23,684	-1.0%	DART Client Trips <sup>(5)</sup>	183,602	183,894	-0.2%
364	601	-39.4%	DART TD Trips <sup>(6)</sup>	3,192	4,787	-33.3%
3,263	3,152	3.5%	DART PCA Trips <sup>(7)</sup>	25,545	24,595	3.9%
<b>27,065</b>	<b>27,437</b>	<b>-1.4%</b>	<b>Total DART Passenger Trips <sup>(5-7)</sup></b>	<b>212,339</b>	<b>213,276</b>	<b>-0.4%</b>
<b>1,217,087</b>	<b>1,220,679</b>	<b>-0.3%</b>	<b>Total Passenger Trips <sup>(1-7)</sup></b>	<b>10,016,402</b>	<b>9,595,431</b>	<b>4.4%</b>
6,058	5,618	7.8%	Wheelchairs	45,534	43,575	4.5%
35,938	35,779	0.4%	Bikes on Buses	278,864	264,728	5.3%
46,644	45,811	1.8%	Average Weekday Passenger Trips			
30,630	29,373	4.3%	Average Saturday Passenger Trips			
16,659	16,482	1.1%	Average Sunday Passenger Trips			
OPERATING STATISTICS						
608	592.0	2.6%	Employees-Budgeted			
724,113	736,993	-1.7%	Total Revenue Miles	5,866,600	5,821,625	0.8%
50,551	51,373	-1.6%	Total Revenue Hours	409,917	407,543	0.6%
81.3	82.6	-1.6%	On-Time Performance	79.9	83.4	-4.1%
18.0	24.8	-27.5%	Complaints Per 100,000 Passenger Trips*	20.4	10.7	90.8%
3.85	4.14	-7.0%	Accidents--Total-Per 100,000 Miles	4.10	3.97	3.2%
0.84	0.83	1.5%	Accidents--Preventable-Per 100,000 Miles	0.97	0.85	13.5%
6,440	7,608	-15.4%	Miles Per Roadcall	9,342	9,307	0.4%
10,494	11,698	-10.3%	Miles Per Service Interruption	11,369	10,377	9.6%
1.57	1.56	0.5%	Bus-Total Passenger Trips / Revenue Mile	1.58	1.55	2.1%
22.45	22.42	0.1%	Bus-Total Passenger Trips / Revenue Hour	22.65	22.18	2.1%

# PSTA Performance Measures



# PSTA Performance Measures



REPORTS/CORRESPONDENCE



**9C: Capital Projects Update**

**Action: Information Item**

**Staff Resource:** Brad Miller, CEO



- 
- Attached is an updated list of PSTA's capital projects
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**Attachments:**

1. Capital Projects Cover Sheet
2. Capital Projects Packet ([CLICK TO VIEW/PRINT](#))



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

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



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

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

**Project Stage**

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

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

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

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

**Final** - All work on the project has been completed.

**Continuous** - Funding is received each year to continue project.

**Current Status**

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

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

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

**Complete** - All work on the project has been completed.

**Canceled** - Project canceled

**FUTURE MEETING SUBJECTS**



<b>PSTA BOARD MEETINGS</b>	
<b>July 22, 2015</b>	
<b>Action Items</b>	<b>Information Items</b>
<ul style="list-style-type: none"> <li>Proposed Millage Rate</li> <li>MPO Section 5305 Funding</li> <li>Multi-Line Insurance</li> <li>FY16 Employee Health Benefits</li> <li>TD Agreements/ Resolution</li> <li>Riders Code of Conduct</li> <li>TRAC By-Laws</li> </ul>	<ul style="list-style-type: none"> <li>Phase 1 Redesign</li> <li>Ferry Public Private Partnership Presentation.</li> </ul>
<b>August 26, 2015</b>	
<b>Action Items</b>	<b>Information Items</b>
<ul style="list-style-type: none"> <li>Phase 1 Redesign Public Hearing</li> <li>Bus Advertising Contract/Policy</li> <li>TDP Approval</li> <li>Fare Structure Recc.</li> <li>Trolley Agreements</li> <li>FY2016 FDOT Grant Approvals</li> <li>Audit Services</li> <li>Facility Wifi Upgrade</li> </ul>	<ul style="list-style-type: none"> <li>2016 Legislative Agenda</li> <li>Central Ave BRT Update</li> </ul>
<b>September 9, 2015 (6:00 PM) Public Hearing</b>	
<b>Action Items</b>	<b>Information Items</b>
<ul style="list-style-type: none"> <li>Approve Tentative Millage and FY16 Budget</li> <li>Fare Structure</li> </ul>	
<b>September 23, 2015 (6:00 PM)</b>	
<b>Action Items</b>	<b>Information Items</b>
<ul style="list-style-type: none"> <li>Approve Final Millage/ FY16 Budget, Fares (<b>Public Hearing</b>)</li> <li>CEO's Performance Evaluation</li> <li>Approve Board Officers/Committee Appts.</li> <li>PSTA's Strategic Marketing Plan</li> </ul>	<ul style="list-style-type: none"> <li>Driver of the Year</li> <li>Capital Projects Update</li> </ul>

<b><u>KEY MEETINGS/DATES</u></b>
<p><b><u>Executive Committee</u></b></p> <ul style="list-style-type: none"> <li>July 6, 2015; 11:00 AM – PSTA</li> </ul>
<p><b><u>MPO Meeting</u></b></p> <ul style="list-style-type: none"> <li>July 8, 2015; 1:00 PM – Clearwater MPO Offices</li> <li>September 21, 2015 – MPO Workshop</li> </ul>
<p><b><u>Legislative Committee</u></b></p> <ul style="list-style-type: none"> <li>July 13, 2015; 9:30 AM – PSTA</li> </ul>
<p><b><u>TRAC</u></b></p> <ul style="list-style-type: none"> <li>July 14, 2015; 4:00 PM</li> </ul>
<p><b><u>Finance &amp; Performance Mgmt. Committee</u></b></p> <ul style="list-style-type: none"> <li>July 15, 2015; 9:00 AM</li> </ul>
<p><b><u>Planning Committee</u></b></p> <ul style="list-style-type: none"> <li>July 15, 2015; 10:30 AM</li> </ul>
<p><b><u>TBARTA Board Meeting</u></b></p> <ul style="list-style-type: none"> <li>Aug. 28, 2015; 9:30 AM – FDOT, Tampa</li> </ul>