



PINELLAS SUNCOAST TRANSIT AUTHORITY  
 3201 SCHERER DRIVE, ST. PETERSBURG, FL 33716  
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PLANNING COMMITTEE MEETING  
 AGENDA – NOVEMBER 18, 2015; 10:30 AM  
 PSTA AUDITORIUM

		<u>TIME</u>	<u>PAGE</u>
1.	<b>CALL TO ORDER</b>	<b>10:30</b>	
2.	<b>PUBLIC COMMENT</b>	<b>10:30</b>	
3.	<b>ACTION ITEMS</b>	<b>10:35</b>	
	A. October 21, 2015 Meeting Minutes	VICE-CHAIR RICE	2
	B. Transportation Alternatives Pilot Program 20 min	BRAD MILLER	6
	C. Central Ave BRT Federal Application 15 min	CASSANDRA BORCHERS	42
	D. Service Redesign Phase 2: Williams 20 min Williams Park & Budgeted Service Enhancements	CASSANDRA BORCHERS	45
4.	<b>INFORMATION ITEMS</b>	<b>11:30</b>	
	A. Regional Fare Collection Partnership 15 min Agreements	CASSANDRA BORCHERS	60
	B. Jan. 22 PSTA-MPO Meeting Agenda 10 min	BRAD MILLER	62
5.	<b>FUTURE MEETING SUBJECTS</b>	<b>11:55</b>	
	• Strategic Communication Plan		
6.	<b>OTHER BUSINESS</b>	<b>12:00</b>	
7.	<b>ADJOURNMENT</b>	<b>12:00</b>	

**THE NEXT MEETING IS JANUARY 15, 2015 AT 10:30 AM**



**ACTION ITEM**

**3A: October 21, 2015 Meeting Minutes**



**Action: Approve Meeting Minutes**

**Staff Resource:** Terri Rick, Admin Assistant



- 
- Staff recommends approval of the minutes of the October Planning Committee meeting.
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**Attachments:**

1. Minutes



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## PLANNING COMMITTEE MEETING MINUTES – OCTOBER 21, 2015

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The Planning Committee of the Pinellas Suncoast Transit Authority (PSTA) Board of Directors held a meeting in the Auditorium at PSTA Headquarters at 10:30 AM on this date. The purpose of the meeting was to approve the minutes of the September 16, 2015 meeting and the 2016 meeting schedule, view a presentation by the Tampa Bay Area Regional Transportation Authority (TBARTA), and receive information on the East Lake Transportation Alternatives Pilot, the Community Bus Plan, and the System Redesign Phase 2-Williams Park. The following members were present:

Members Present:

Julie Bujalski, Committee Chair  
Mark Deighton  
Janet Long  
Patricia Johnson  
Ken Welch

Members Absent:

Darden Rice, Committee Vice-Chair

Also Present:

Brad Miller, CEO  
PSTA Staff Members  
Members of the Public

### CALL TO ORDER

Mr. Welch opened the meeting at 10:46 AM, acting as Committee Chair until the arrival of Ms. Bujalski at 11:12 AM.

### PUBLIC COMMENT

Public comment was received from Phil Compton of the Sierra Club regarding the benefits of electric buses.

TBARTA Presentation – Ray Chiamonte, Executive Director of TBARTA, presented information on the Master Plan for the seven-county region which includes Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, and Sarasota.

Mr. Chiamonte updated the Committee on the TBARTA Regional Transportation Master Plan which helps to create a balanced transportation system which is cohesive to all counties in the region. Mr. Chiamonte discussed top priority projects and future projects which were outlined in detail in his PowerPoint Presentation.

## **ACTION ITEMS**

September 16, 2015 Meeting Minutes – Mr. Welch made a motion, seconded by Ms. Long to approve the minutes of the September 16, 2015 meeting. The motion passed unanimously.

2016 Meeting Schedule – A proposed 2016 schedule was presented to the Committee. It was noted that the January meeting was currently tentative and may occur on January 15, 2016. The Committee also decided to remove the December 21<sup>st</sup> meeting from the schedule. Mr. Welch made a motion, seconded by Mr. Deighton to recommend the revised schedule. The motion passed unanimously.

## **INFORMATION ITEMS**

East Lake Transportation Alternatives Pilot Program – Mr. Miller presented information on alternative transportation options in the East Lake Area in lieu of the discontinued East Lake Connector, one of the lowest performing routes. Due to the fact that the East Lake neighborhood is the largest neighborhood in Pinellas County without public transportation, it has been chosen for a pilot program utilizing options such as taxicabs and transportation network company services.

Committee members received a fact sheet with additional information about the services, such as cost savings to PSTA, provisions for people with disabilities, and future expansion of the program, as well as information regarding background checks, drug screening, fingerprinting and insurance requirements.

There was much discussion among the Committee members about these alternatives. The Committee was concerned about Uber insurance and background check requirements as related to those adopted by PSTA for their drivers. Mr. Miller assured the Committee that Uber's requirements are in line with those of PSTA. He also said

that this alternative program pilot can also be launched in another area of Pinellas County, such as Pinellas Park, as an alternative option for Route 444.

Community Bus Plan Review – Heather Sobush, Planning Manager, presented a review of the Community Bus Plan as requested by the Planning Committee and the Board in previous meetings. The goals of the plan were reviewed as well as the network design concept, a transformation from a Hub to a Grid network. Ms. Sobush also reviewed the “No New Revenue Network Concept” which incorporated more streamlined and efficient service design.

System Redesign Phase 2 – Williams Park – Cassandra Borchers, Chief Development Officer, presented proposed route changes to the Williams Park and downtown St. Petersburg area. The City of St. Petersburg plans to make the park more accessible to the community for recreational use and has received a federal earmark to examine other options for a downtown intermodal center. In conjunction with these plans, PSTA recommends changing the county-wide system from a hub to a grid system with transfers occurring on-street as presented in the 2013 Community Bus Plan.

City Council and PSTA Board endorsements are expected in late November, and PSTA is planning for a February 14, 2016 service change. Seven public engagement workshops will be held to inform riders and record their comments and concerns.

## **FUTURE MEETING SUBJECTS**

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

## **OTHER BUSINESS**

Mr. Welch suggested plans begin for a 2016 Board Workshop and recommended a workshop be held every year.

Committee Chair Bujalski announced that this would likely be her last Planning Committee meeting. She thanked the Committee and expressed her pleasure in serving.

## **ADJOURNMENT**

The meeting was adjourned at 12:45 PM. The next Planning Committee meeting will be held on November 18, 2015 at 10:30 AM.

## ACTION ITEM



### 3B: Transportation Alternatives Pilot Program



**Action:** Recommend Approval of a 6-Month Pilot Program to Partner with Private Transportation Providers in East Lake and Pinellas Park to Provide Discounted Transportation to PSTA Bus Services at a Cost Not to Exceed \$40,000

**Staff Resource:** Brad Miller, CEO



### Background:

- On August 26, 2015, the PSTA Board voted to discontinue the unproductive East Lake Connector flex route bus service, saving more than \$400,000 in annual operating costs. The Board also voted to examine ways to provide improved transportation alternatives for customers in specific areas of Pinellas Park.
- Per the PSTA Board's directive, staff carefully developed multiple transportation alternative plans for all affected customers including those formerly serviced by the East Lake Connector and those in Pinellas Park needing access to PSTA's primary bus routes.
- The East Lake neighborhood of Pinellas County is now the largest neighborhood in the County without any public transportation service and in Pinellas Park there are low-income and senior living communities without easy access to PSTA's primary routes along US 19, Park Boulevard, and 70th Avenue North.
- For this reason, in response to the PSTA Board directive, it was chosen for a 6-month Pilot program utilizing taxicabs and transportation network company services to provide transportation alternatives for East Lake and Pinellas Park residents and citizens needing to travel these areas as their destination from other PSTA bus routes.

### Pilot Program

- PSTA is proposing a 3-tiered option of services to test for 6-months. If the pilot is considered successful, PSTA will work to expand it to different areas.
  1. **Day-Before Reserved Taxi Service** – For the same price as a PSTA bus ride, \$2.25, a taxi ride between the Shoppes at Boot Ranch or Tarpon Mall and a destination within East Lake will be provided.

2. **Same Day Transportation Network Company Service** – PSTA will offset up to \$3.00 of a Transportation Network Company (TNC) trip between the Pinellas Park Transit Center on 70<sup>th</sup> Avenue and a destination within a specified zone of Pinellas Park. Discussions with the TNC Uber have indicated this PSTA offset will allow the average trip in Pinellas Park to cost \$4.00.
3. **Same Day Taxi Cab Service** – PSTA will offset up to \$3.00 of a Taxi Cab trip between the Shoppes at Boot Ranch or Tarpon Mall and a destination within East Lake and in the specified zone of Pinellas Park to and from the Pinellas Park Transit Center. Discussions with two taxi providers indicate this PSTA offset will allow the average taxi cab trip in East Lake to cost \$8.00-\$9.00 and slightly less in Pinellas Park.

The pilot program is proposed to run beginning on Monday, February 1, 2016 through July. If the program is determined to successfully provide transportation options to customers, PSTA will develop plans to expand the service to other areas of Pinellas County.

### **Analysis**

- At the PSTA Board's request, PSTA staff has spent significant time reviewing insurance, background check, and other requirements to ensure PSTA requires the same requirements to all providers of these services.
- PSTA has also been researching how these types of alternative transportation may be provided in other parts of the County.

### **Contracts**

- PSTA has drafted the attached contract and negotiated with two taxi companies and a Transportation Network Company who have all agreed to the same provisions to provide this Pilot program.
- Regardless of the provider, PSTA will provide the same discount opportunity (up to \$3.00 per trip) and require their system to only provide these discounted trips to and from the PSTA transfer location between 7:00 AM and 7:00 PM.

### **Fiscal Impact:**

- The pilot program is estimated to cost PSTA less than \$40,000 per year, one tenth of the prior cost of the flex route bus.

### **Informational Item**

- This information is provided to the Planning Committees this month, followed by further discussion and a recommendation at your November 18th meeting, and then approval at the PSTA Board in December.

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**Attachments:**

1. Sample Contract



## PILOT PROGRAM AGREEMENT

THIS PILOT PROGRAM AGREEMENT (“**Agreement**”) dated as of \_\_\_\_\_, 2015 (“**Effective Date**”) by and between \_\_\_\_\_, a Florida limited liability company, with its principal address located at \_\_\_\_\_ (“**Provider**”) and the **PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida**, PSTA located at 3201 Scherer Drive, St. Petersburg, Florida, (“**PSTA**”).

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Activities.** The parties agree to perform the business activities as set forth on Exhibit A (the “**Activities**”), attached hereto and incorporated herein, during the term set forth on Exhibit A (the “**Term**”). Except as may be expressly agreed in this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.
  
2. **Independent Contractor.** Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Activities.
  
3. **Fees and Payment.**
  - 3.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth on Exhibit A (“**Fees**”). Fees due are payable in accordance with the Florida Prompt Payment Act and in accordance with the payment schedule set forth in Exhibit A. All Fees shall be paid in U.S. Dollars.
  
  - 3.2 **Taxes.** The owing party shall pay any sales, use or value-added taxes lawfully imposed, in accordance with federal or Florida law, by any taxing authority with respect to the Fees payable hereunder, provided that an owing party shall not be liable for any taxes related to the income of the other party. PSTA represents that it is a tax immune sovereignty and exempt from the payment of sales, use and excise taxes.
  
4. **Proprietary Rights.**
  - 4.1 **License to Use Provider Marks.** Subject to the restrictions described in Section 4.3 below, Provider hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Provider Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term “**Provider Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Provider in their entirety and exactly as provided by Provider to PSTA for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the Provider Marks will remain the property of Provider. Provider shall, at its sole cost and expense, provide to PSTA any digital or print media using the Provider Marks as may be required by PSTA in connection with the Activities as

mutually agreed upon by the parties, which agreement shall not be unreasonably withheld, conditioned or delayed by either party.

4.2 License to Use PSTA Marks. Subject to the restrictions described in Section 4.3 below, PSTA hereby grants Provider a limited, non-exclusive and non-transferable license during the Term to use the PSTA Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term “**PSTA Marks**” will mean those PSTA trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of PSTA in their entirety and exactly as provided by PSTA to Provider for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the PSTA Marks will remain the property of PSTA.

4.3 Restrictions. All uses of a party’s marks by the other party will be in the form and format provided, specified or approved by the owner of such marks in each instance. Neither party will use the other party’s marks without the prior, express, written consent of the other party in each instance. Either party may revoke any license it grants to the other party to use its marks at any time for any or no reason, in its sole discretion. All goodwill related to the use of a party’s marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved.

4.4 Data. Each party agrees that any third party data and/or personal information that may be obtained by such party as part of the Activities (“**Data**”) will be collected, stored and maintained according to generally accepted data collection standards and applicable government law, rule or regulation. Each party agrees to publish and abide by a privacy policy detailing such party’s data practices. Except as may be set forth on Exhibit A, each party shall own, and shall not be required to share, any Data that it collects with respect to this Agreement.

4.5 No Development. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT OR MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY UNDER THIS AGREEMENT.** Intellectual Property development activities, if any, must be the subject of a separate written agreement between Provider and PSTA prior to the commencement of any such Intellectual Property development.

## 5. **Confidential Information.**

5.1 Either party (the “**Disclosing Party**”) may disclose or make available to the other party (the “**Receiving Party**”), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the “**Confidential Information**”). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party;(d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; (e) that is a public record under Florida law; or (f) independently developed without use of the other party’s Confidential Information.

5.2 **Requirements.** Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of any request for disclosure (including, without limitation, in connection with the State of Florida's Public Records Laws set forth in Chapter 119 F.S.) that, appears to be required by law, so that the Disclosing Party may assert any defenses to disclosure that may be available. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. For Confidential Information that does not constitute "**trade secrets**" under applicable law, these confidentiality obligations will expire three (3) years after disclosure of the Confidential Information by the Disclosing Party. PSTA is subject to the broad public record and public meetings laws of the State of Florida. All records made or received in connection with official business of PSTA are public records subject to disclosure under the Florida public records laws, including Chapter 119, Florida Statutes, unless covered by a specific statutory exemption

5.3 **Trade Secrets.** The parties agree that certain information disclosed or made available in connection with this Agreement may constitute trade secrets of Provider under Fla. Stat. § 815.045 and such information shall be marked accordingly and the trade secret information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes.

6. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. **Representations and Warranties; Disclaimer.**

7.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall

not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

7.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**8. Indemnification.**

8.1 PSTA. PSTA assumes any and all risks of personal injury and property damage attributable to the sole negligent acts or omissions of PSTA and the officers, employees, servants, and agents thereof while acting within the scope of their employment by PSTA.

8.2 Indemnification By Provider. Provider will indemnify, defend and hold harmless PSTA and its directors, officers, employees and agents against all claims, damages, losses and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of Provider and its employees, agents, or contractors in their performance under this Agreement; (b) a breach of Provider's representations, warranties or obligations in this Agreement; or (c) any claims that Provider Marks infringe a third party's intellectual property rights, as long as the Provider Marks have been used in the manner approved by Provider.

8.3 Defenses. PSTA and Provider agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the PSTA or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the PSTA or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

8.4 Procedure. PSTA shall provide prompt notice to Provider of any claim subject to indemnification hereunder. Provider will assume the defense of the claim through counsel designated by it and reasonably acceptable to PSTA. Provider will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of PSTA, which will not be unreasonably withheld. PSTA will reasonably cooperate with Provider in the defense of a claim, at Provider's expense.

**9. LIMITS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR PROVIDER'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**10. Insurance.** During the Term and for one (1) year thereafter, Provider shall maintain General Commercial Liability and, if required by law, Worker's Compensation insurance. The General Commercial Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two

Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Provider's obligations under this Agreement and the actions of its employees and drivers. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A VII. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days prior written notice to the other party. Upon execution of this Agreement, Provider shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement. Notwithstanding anything to the contrary herein, PSTA may, at its sole discretion, elect to cover its risk, or any portion thereof, through self-insurance. PSTA, as an independent special district, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by PSTA. As of the date hereof, Provider maintains an insurance policy in the State of Florida ("**Florida Insurance Policy**") as evidenced by the certificate of insurance ("**Florida Insurance Policy COI**") attached hereto as Exhibit B. Provider may, in its sole discretion, update the Florida Insurance Policy from time to time.

## 11. **Termination.**

11.1 Termination Events. During the Term of this Agreement, either party may terminate this Agreement in the event of a material breach by the other party if the breach is not cured by the other party within five (5) days of written notice thereof provided by the non-breaching party. Either party may terminate this Agreement in its entirety at any time without cause by giving five (5) days' prior written notice of termination to the other party. During the Term of this Agreement, either party may terminate this Agreement immediately upon written notice to the other party in the event the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

11.2 Survival. Any outstanding payment obligations and Sections 2, 4.5, 5, 7, 8, 9, 10 (for the period specified), 11.2 and 12 shall survive the expiration or termination of this Agreement.

## 12. **General.**

12.1 Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to its conflict of laws provisions. Both parties hereby consent to exclusive jurisdiction and venue in the state courts in and for Pinellas County, Florida and the U.S. District Court, Middle District of Florida, Tampa Division.

12.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

12.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to

enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

12.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “**Force Majeure Event**”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

12.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an affiliate of such party; (b) a successor governmental entity of PSTA or (c) in connection with the sale of all or substantially all of such party’s equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

12.7 Entire Agreement. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name:  
Title:

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

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

Reviewed and approved:

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

## EXHIBIT A ACTIVITIES

### 1. Overview.

The activities described herein shall take place in and around the \_\_\_\_\_, Florida as set forth on the map attached hereto as Attachment 1 (“**Map Area**”).

### 2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue for six (6) months through \_\_\_\_\_, 2015 (“**Term**”). The Term may be extended by mutual written agreement of the Parties.

### 3. Obligations.

#### Provider Obligations.

- Provider agrees to provide a platform for PSTA riders to obtain Completed Rides (as defined below) as set forth in this Agreement.
- Provide agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 online support portal.
- Provider agrees to create a unique promo code (“**PSTA Code**”) for PSTA to distribute to its riders.
  - The PSTA Code shall be valid during the Term of this Agreement.
  - The PSTA Code will unlock a vehicle view (“**PSTA View**”) within the Provider App.
  - Names and photographs of drivers, along with a description of such driver’s vehicle, will be visible in the PSTA View.
  - The PSTA View will only be visible within the Map Area.
  - The PSTA View will be visible but no rides will be available within the PSTA View once PSTA has exceeded its Budget amount (as defined below).

#### PSTA Obligations.

- PSTA agrees to supplement rides which cost a rider more than Four U.S. Dollars (\$4.00) and which are requested through the Provider App using the PSTA View within the Map Area for riders being transported to a PSTA bus stop or transfer station (“**Completed Rides**”), up to a maximum of Three U.S. Dollars (\$3.00) per ride and an aggregate maximum budget amount of \$\_\_\_\_\_ (“**Budget**”).
- PSTA may advise its riders that a portion of the fee for any Completed Rides booked through the PSTA View within the Map Area will be billed to PSTA.
- In the event a user is in the middle of a ride when the Budget amount is hit, PSTA will honor its payment obligation for that ride only even if it takes PSTA over the maximum Budget amount. This obligation shall not extend to rides which are initiated after the maximum Budget amount is reached.

4. **Miscellaneous.**

The parties acknowledge and agree that: (a) PSTA has no ownership or control over Provider, Provider's drivers, or Provider's vehicles; and, (b) before receiving the PSTA Promo Code, the Provider App will require riders to acknowledge that such users understand and assume any and all risks associated with using the Provider App.

5. **Fees.**

During the Term of the Agreement, Provider agrees to invoice PSTA on a monthly basis for PSTA's share of the total cost of all Completed Rides . Such invoice(s) shall include the total number of Completed Rides for such calendar month. PSTA's Fees shall be capped at an amount equal to the Budget amount. For the avoidance of doubt, in the event a user is in the middle of a ride when the Budget amount is hit, PSTA will honor its payment obligation for that ride even if it takes PSTA over the Budget amount.

Upon expiration of the Term of the Agreement, Provider agrees, to provide an anonymous report to PSTA detailing the total amount billed to PSTA during the Term hereof, including the following categories of anonymous data: (i) date, (ii) trip count, (iii) average fare, and (iv) average distance, for each week period during said Term (collectively, the "**PSTA Trip Data**"). Provider shall provide written certification with respect to the total amount billed to PSTA during the Term, which shall be executed by Provider's head of finance or individual of similar seniority within Provider's organization. All PSTA Trip Data provided by Provider to PSTA shall be submitted in a form similar to the letter attached hereto as Attachment 3 ("**PSTA Trip Data Letter**") and any such PSTA Trip Data (including the PSTA Trip Data Letter) shall be subject to the confidentiality provisions set forth in Section 5 of the Agreement.

6. **Contacts.**

For Provider:

Name:  
Email:

For PSTA:

Name: Brad Miller  
Email: [BMiller@psta.net](mailto:BMiller@psta.net)



**EXHIBIT B**  
**INSURANCE POLICY COI**

**ATTACHMENT 1  
MAP AREA**

**ATTACHMENT 3  
PSTA TRIP DATA LETTER**

## ACTION ITEM

### 3C: Central Ave BRT Federal Application



**Action:** Recommend Approval of the 2016 Central Avenue Bus Rapid Transit Project to Apply for Entry into Project Development Under the Federal Transit Administration Smalls Starts Program

**Staff Resource:** Cassandra Borchers, CDO  
Heather Sobush, Planning Manager



### Background:

- The Central Avenue corridor was first identified for premium transit in the Major Investment Study completed in 2000. Numerous subsequent plans have reconfirmed the need for premium transit in the corridor and ultimately identified Bus Rapid Transit as the preferred service type.
  - Pinellas Mobility Initiative – 2003
  - Downtown St. Petersburg East-West Transit System Study – 2003
  - Central Avenue Corridor Alternatives Analysis – 2007
  - Countywide BRT Plan – 2009
  - Pinellas Alternatives Analysis (AA) – 2012
  - Community Bus Plan – 2013
  - TBARTA Master Plan – 2009 and future updates
  - 2035 and 2040 Long Range Transportation Plans (LRTPs)
- BRT service along the Central Avenue corridor is included in the LRTP vision map and on the priority transportation project list for the Tampa Bay urbanized area.
- Additionally, the City of St. Petersburg is investing in the Central Avenue Corridor through its Central Avenue Revitalization Plan, Central Avenue Art in Transit project, and Economic Development Initiatives in partnership with the Chamber of Commerce.
- The Central Avenue BRT Project is currently the number one priority on the PSTA Legislative Agenda to obtain state matching grants to complete environmental clearance and design engineering required prior to an Expedited Grant Agreement with the Federal Transit Administration (FTA).

### **Summary:**

- **To advance the Central Avenue BRT project and be eligible to compete for future Federal funding through the Small Starts program, PSTA must request permission from the FTA to enter into Project Development (PD).**
- PSTA staff renewed conversations with City of St. Petersburg transportation staff to discuss project options, where the city staff expressed a willingness to discuss options for exclusive bus lanes on 1st Avenue North and 1st Avenue South based on traffic analysis conducted by the city. These exclusive lanes would allow the project maintain eligibility as a Federal Small Starts BRT project at limited costs.
- PSTA recently revised a PD schedule based on a meeting and comments from FTA staff in Washington in October 2015. The first step of this process is to request permission to enter into PD.
- The technical work to be completed under the PD phase includes:
  - Documentation required to apply to enter the PD process
  - NEPA documentation including alternative and technology element finalization
  - On-street roadway design, including ITS engineering, to minimize/negate traffic impacts
  - Ridership estimates and analysis
  - Community and neighborhood benefit/impact analysis including estimated economic development
  - Determination of vehicle specifications and Buy America options
  - Station/Stop Design and location finalization
  - Operations plans development including run cutting and system integration for seamless connectivity to the rest of the PSTA network
  - Conceptual service branding elements required for BRT projects
  - Public engagement including coordination with local city and private investments in the corridor
  - Preparation and submittal of Federal Small Starts application

### **Fiscal Impact:**

- PSTA has set aside funding for long range planning related to the Central Avenue BRT project through its Federal formula grants and has met with FDOT officials to request the balance of funding required to complete environmental and design work prior to construction.

- Local capital commitments required for this project (estimated at a total cost of \$16.5 million) are approved in the FY 2016 budget under the capital reserve (\$4 million).

**Recommendation:**

- Staff recommends the PSTA committee and Board approve the creation and submittal of an application to the FTA to enter PD.
- 

**Attachments:**

1. PowerPoint (to follow)

## ACTION ITEM

**3D: Service Redesign Phase 2: Williams Park & Budgeted Service Enhancements.**



**Action: Approve 2016 February Service Redesign:**

- 1) Transform Downtown St. Petersburg routes from a hub system at Williams Park to a grid network serving all of downtown.**
- 2) Proposed service improvements to Routes 5, 7, and 22 based on public comment.**

**Staff Resource:** Cassandra Borchers, CDO

**PLANNING**

### **Background:**

- Williams Park has been utilized for bus transfer activity since 1952 and currently serves as a hub for 16 routes in the PSTA system.
- The City of St. Petersburg has long desired to make the park more accessible to the greater community for recreational use. The City received a federal earmark to examine other options for a downtown intermodal center.
- PSTA's 2013 Community Bus Plan recommended transforming the entire county-wide system from a hub to a grid network with most transfers occurring on-street to improve service efficiency.
- PSTA's Path Forward Plan, approved in 2015, includes a system redesign and incremental expansion of premium transit services consistent with the Bus Plan.
- Additionally, the FY 2016 Budget includes \$200,000 for system service enhancements.

### **Summary:**

- The redesign of routes serving downtown St. Petersburg included an evaluation of travel patterns, ridership and stop activity, transfer activity, and performance for routes currently serving Williams Park.
- PSTA staff has worked closely with the City of St. Petersburg to ensure consistency of the recommendations with city plans across the downtown, including providing better access to other key downtown destinations.
- The proposed service redesign removes most bus service from Williams Park and redistributes it along the downtown grid network.

- Staff will present with results from the public engagement activities conducted since mid-October, including open house workshops (60+ attendees) and stakeholder presentations (8+ groups).
- Formal endorsements of the plan to relocate routes within downtown are expected from the St. Petersburg Area Chamber of Commerce, Central Avenue Council, and the City of St. Petersburg City Council.
- Comments collected were generally positive, especially from the business community.
- Riders were also generally positive, but have concerns about specific access points for the downtown circulator (Route 32), public information on the change and locations for transferring between routes, and ensuring there are adequate shelter/wait amenities provided at stops. Riders would also generally prefer more late night service, when given a choice between additional early morning, late night or weekend service.
- Staff will present a four-week outreach plan to address public information distribution through PSTA Ambassadors
- Based on recommendations from the public and additional technical analysis, staff recommends the following improvements for the February 2016 service change:
  - Route 5: Double Sunday service to match Saturday service. Improves frequency and extends service hours on Sundays.
  - Route 7: Extend evening service to better match key transfers to Routes 4 and 19. Includes three more hours of service Monday-Friday with last trip leaving Downtown approximately 9:45 PM.
  - Route 22: Based on public comments during and after Phase I implementation, extend evening service Monday-Saturday to provide better access to job opportunities.

**Fiscal Impact:**

- The Williams Park redesign is anticipated to be revenue neutral to the FY 2016 PSTA budget with the exception of additional resources as programmed in the FY 2016 budget.

**Recommendation:**

- Staff recommends the committee endorse the transformation of Downtown St. Petersburg from a hub system at Williams Park to a grid network serving all of downtown.
- Staff also recommends service the committee endorse enhancements to Routes 5, 7, and 22.



---

**Attachments:**

1. PowerPoint



# **February 2016 Route Redesign**

## ***Creating a Grid System for Downtown St. Petersburg***

Transit Riders Advisory Committee  
Planning Committee  
November 17 and 18, 2015

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

# Williams Park Transit Center

- Williams Park History and Use
  - Used for bus transfer since 1952
  - Hub for 16 routes in PSTA System
- Desire to relocate from Williams Park
  - Bus layover and transfer activity affect:
    - Recreational use of the park
    - Other vehicular traffic around the park
  - Downtown Intermodal Facility Study
    - Opportunity to examine other hub options
    - Few initial options still available

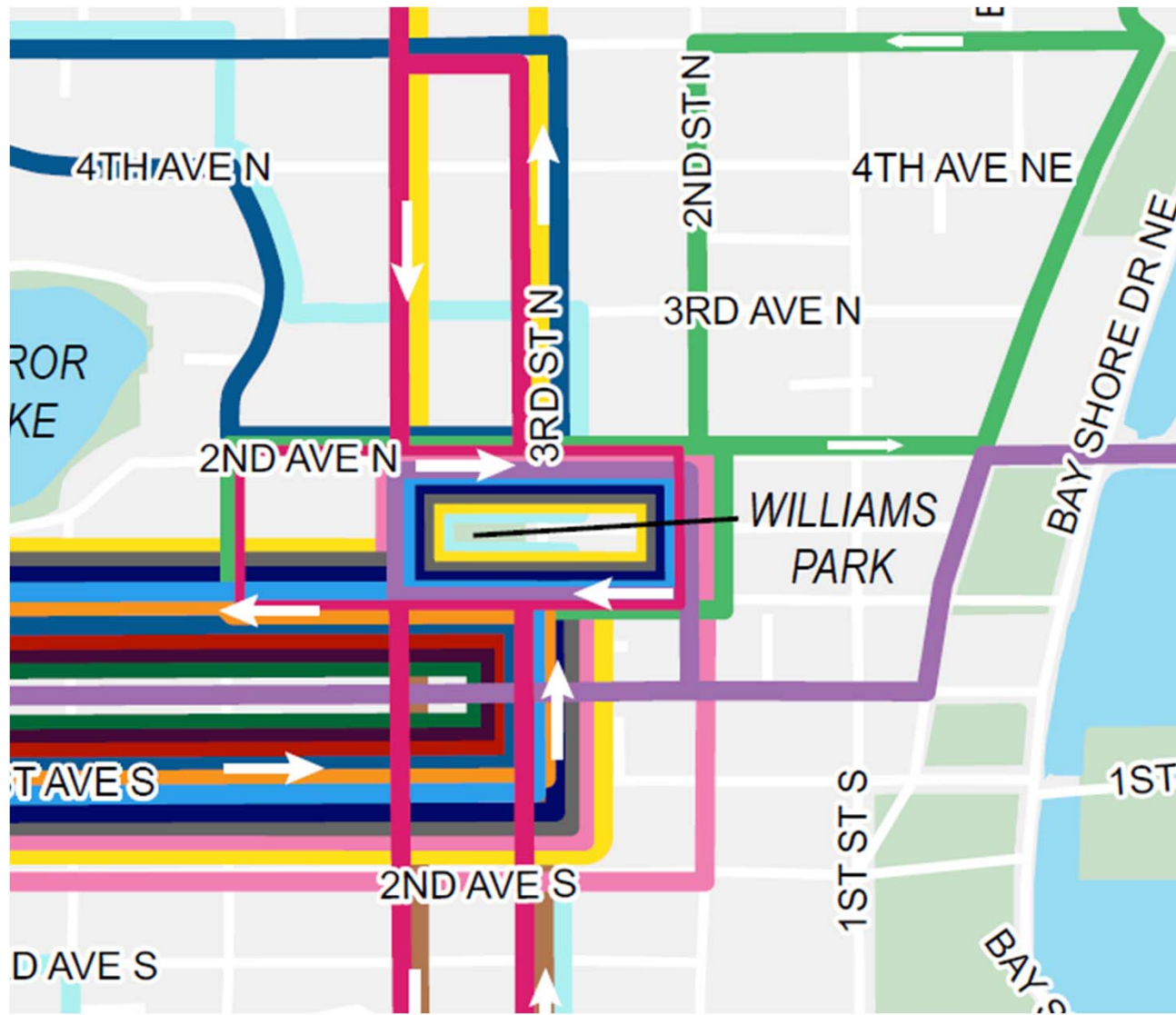


## PSTA Plans

- PSTA Community Bus Plan 2013
  - Transformation from Hub to Grid Network
  - Removing route deviations needed to access hubs improves service efficiency
  - Suggested further review to enhance greater circulation in Downtown St. Petersburg.
- PSTA Path Forward Plan 2015
  - Financial Stewardship – 5 year Balanced Budget
  - **Customer Oriented Service**
  - **\*\*Service Redesign\*\***
  - Incremental Expansion

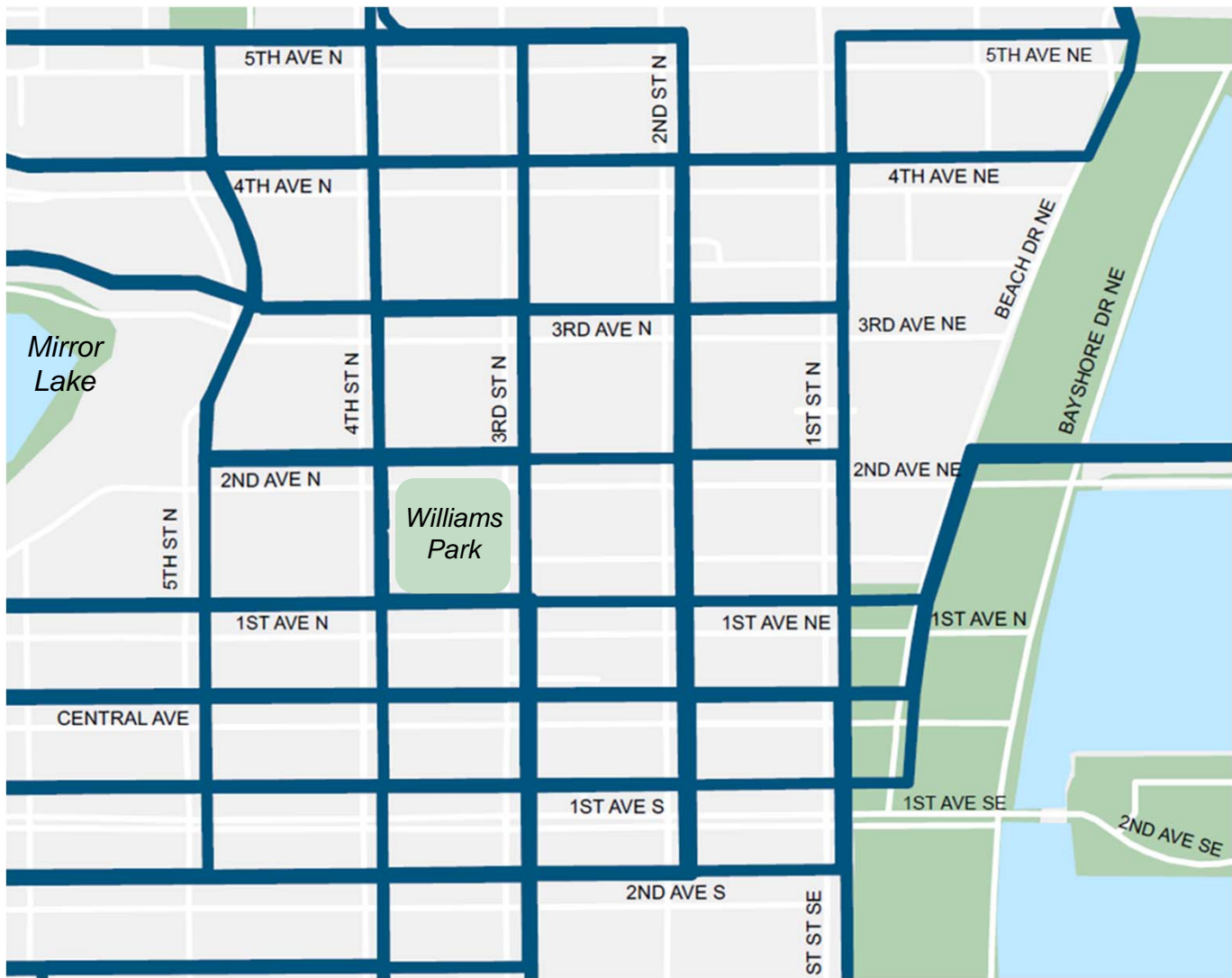


# TODAY: Downtown Bus Circulation



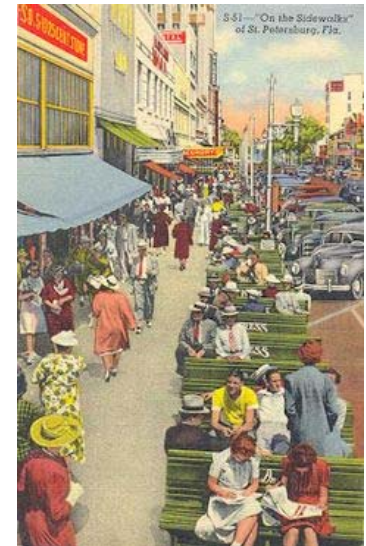


# PROPOSED: Downtown February 2016



# General Schedule 2015 - 2016

October/November	Public Workshops
Nov/Dec 2015	Final City Council and PSTA Endorsements
Jan/Feb 2016	Install New Bus-Stop Signs and Markers
Before February 5, 2016	Prepare Williams Park for Localtopia
February 14, 2016	New Routing Begins
Spring 2016	Continue to Install Transit Amenities throughout Downtown Redesign Downtown Circulation Options





# Public Engagement

- 7 Public Workshops
  - More than 60 attendees
- Outreach Partners:
  - Chamber of Commerce
  - Neighborhood Associations
  - Transportation Task Force
  - Office of Urban Affairs
  - City Staff





## Other Presentations

- City of St. Petersburg Community Planning and Preservation Committee – 10/13/15
- Pinellas County Economic Development Council – 10/15/15
- St. Petersburg Downtown Business Association – 10/21/15
- Florida Redevelopment Association – 10/22/15
- St. Petersburg Chamber Transportation Task Force – 10/27/15
- Pinellas MPO Technical Coordinating Committee – 10/28/15
- Pinellas MPO Citizens Advisory Committee – 10/29/15
- Central Avenue Council – 11/10/15
- Magnolia Heights Neighborhood Assoc. 11/17/15



# Public Engagement Comments

- Positive support from business community
- Rider comments
  - Generally positive/constructive
  - Maintain alignment for Route 32 w/direct access to Publix/CVS
  - More Night and Weekend service needed
    - Route 7 most frequently mentioned
    - Route 5 next most frequently mentioned
    - Downtown Circulation Nights and Weekends
  - Ensure public information is clear for new transfer locations
  - Provide comfortable wait areas (shelters)



## Plan for Park Shelters

- PSTA and City staff joint effort
- Planned for over night Saturday, January 30, 2016
  - Least disruption to traffic (bus and vehicular)
  - Allows for additional City Parks and Rec work to be ready for Localtopia



# Public Information and Outreach

<p>January 2016</p>	<p>Produce Detailed Brochure Outlining Changes</p> <ul style="list-style-type: none"> <li>• Distribution by in-park “PSTA Ambassadors”</li> <li>• Available at all Customer Service Centers</li> </ul> <p>Begin Public Notifications</p> <ul style="list-style-type: none"> <li>• Behind the Driver Notices (on buses)</li> <li>• Web and Social Media</li> <li>• Press Releases and Media Information</li> </ul>
<p>Week of January 18</p>	<p>PSTA Ambassador, CSR, and Operator Information Training</p>
<p>January 25 – February 13</p>	<p>PSTA Ambassadors in Williams Park</p> <ul style="list-style-type: none"> <li>• Varying times of day to connect with each route/run</li> <li>• Distribute Brochure and Answer Questions</li> <li>• Minimum 4 Ambassadors for each ‘shift’</li> </ul>
<p>February 14, 2016</p>	<p>New Routing Begins</p>
<p>February 14 – 20, 2016</p>	<p>PSTA Ambassadors at Williams Park and Grand Central</p> <ul style="list-style-type: none"> <li>• Minimum 2 Ambassadors for each shift</li> </ul>



# COMING SOON!

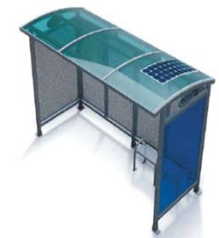
February 14, 2016

- NEW Routing in Downtown
- Service Improvements
  - Route 5: Double Service on Sundays to match Saturday
  - Route 7: Extend evening service (3 more hours of service)
  - Route 22: Extend evening service (coordinate w/mall closing)
- NEW Stops and Bus Access Throughout Downtown
- NEW (Minimized) Bus Recovery Areas



SPRING 2016

- NEW Shelters
- Downtown Circulation Study
- System Redesign On-Board Survey



## INFORMATION ITEMS



### 4A: Regional Fare Collection Partnership Agreements



**Action:** Information Item

**PLANNING**

**Staff Resource:** Cassandra Borchers, CDO

#### **Background:**

- The Regional Working Group (RWG) includes representatives from each of the transit agencies from eight counties in the Tampa Bay region including Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota plus the Florida Department of Transportation (FDOT) and the Tampa Bay Area Regional Transportation Authority (TBARTA).
- The RWG was established to explore regional solutions to providing connected transit services. The first project of the RWG is to implement a single regional fare media, allowing seamless travel throughout all counties in the region.
- PSTA staff has worked with Hillsborough Transit Authority (HART) and the RWG over the past year develop a scope of services needed to document the regional needs to move forward with a new regional smart card and transit pass mobile application.
- PSTA has also contributed to funding consultant work and applying for capital grants with federal and state agencies. To date, \$2.6 million in FDOT grants have been secured for the total regional project cost of \$12.8 million.

#### **Summary:**

- Earlier this year, proposals were received in response to the RWG solicitation, as managed by HART, and a vendor was selected. HART, Manatee County Area Transit (MCAT), and PSTA are currently engaged in negotiating the final scope and contract with the vendor.
- While PSTA staff has contributed a significant amount of time and expertise to ensure the agreement with the vendor includes all PSTA and the regional needs, HART will enter into the formal agreement with the vendor.
- As such, PSTA will engage the contract through a Memorandum of Understanding (MOU) with HART. The agreement will address items such as:

- Contract Assignment
  - Transfer of Assets
  - Funding Availability and Grant Sharing
  - Revenue Sharing
  - Fare Policy
  - Joint Branding and Marketing
- The goal of the MOU will be to allow PSTA to use the HART contract similarly to the regional fuel purchases and consortium bus contracts in which PSTA participates.

**Fiscal Impact:**

- New fare collection equipment is funded through the PSTA Capital Improvement Program (CIP) and is scheduled to be paid through Federal formula grants. Participation in the RWG has also benefited PSTA financially through the joint application for discretionary grants which will offset the total cost to PSTA. Any additional grants received by the RWG will continue to diminish the amount of formal funding needed for the full implementation of this new system.
- 

**Attachments: None**

## INFORMATION ITEMS



**4B: Jan. 22 PSTA-MPO Meeting Agenda**



**Action: Information Item**

**PLANNING**

**Staff Resource:** Brad Miller, CEO

### **Background:**

- In accordance with the Path Forward strategic plan to increase collaboration and partnerships to improve resources available to support public transportation in Pinellas County, there will be one of the first joint meetings of the Pinellas Metropolitan Planning Organization (MPO) and PSTA Board's in several years on Friday, January 22, 2016.
- In advance of the meeting, staff from the two agencies has discussed what the focus of the agenda should be but it is hoped that the Legislative and Planning Committees might expand this discussion to maximize this Board-member-level coordination.

### **Suggested Agenda Emphasis Areas:**

- Primary Objective of the Meeting: Ensuring transportation priorities of Pinellas MPO and PSTA Board match closely.
  - How do we better capture state and federal discretionary dollars?
  - How do we talk about what we need rather than what can we fund?
- How should PSTA and the MPO adapt their priority setting processes?
  - Should the criteria be evaluated or modified?
  - How do we better integrate our plan development?

### **Possible Agenda Flow:**

- MPO Strategy Review: Emphasis Areas: US19, Gateway, Enhanced Beach Access
  - Work Plan: Complete Streets, Transfer Area Analysis (Land Use Connection)
- PSTA Path Forward and Priority Projects
- Prioritization process for Transportation Projects
  - Current Pinellas process.



- How do other areas capture more dollars for transit/transportation?
- Effective Coordinated Planning Examples
- Florida Department of Transportation (FDOT) Engagement – FDOT speaker.
  - Will tell us how they would like to receive our priorities (MPO-focused).
  - What has Pinellas done well/can we do better?
  - How can we make it easy for FDOT to give us discretionary dollars at the District and Central Office?

**Example Advance Questions for Board Members to Prepare for Joint Meeting**

- Is transit an important part of our future?
  - How should transit be integrated into our MPO project lists?
  - Are we setting priorities in an effective way?
  - What would you like to know from FDOT on these topics?
  - Should we fund what we need or choose our needs based on available funding?
- 

**Attachments: None**