



## **AMENDED MEETING AGENDA**

### **TASK FORCE FOR THE RENEWAL OF THE OPERATOR'S AGREEMENT OF THE TECO LINE STREETCAR SYSTEM**

**Monday, July 18, 2011**

**10:30 AM**

**1201 E. 7<sup>th</sup> Avenue, 3rd Floor**

**Florida Conference Room**

*Information not viewable is available upon request - phone: 813-384-6611, fax: 813-384-6284  
or e-mail: [milliganm@gohart.org](mailto:milliganm@gohart.org)*

#### **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

#### **1. APPROVAL OF MINUTES**

Minutes of the June 15, 2011 Meeting of the Task Force for the Renewal of the Operator's Agreement for the TECO Line Streetcar System

#### **PUBLIC INPUT ON AGENDA ITEMS**

#### **2. DISCUSSION ITEMS**

- a. Proposed Changes to the TECO Line Streetcar System Operator's Agreement and Operations and Maintenance Plan (O&M Plan) *Draft submitted by Richard Schlosser July 15, 2011* ~ Richard Schlosser, THS General Counsel
- b. Fiscal Year 2012 Performance Goals and Achievement Levels for Operation of the Streetcar ~ Brenda Mowen
- c. Establishing Timelines for the Finalization and Approval of the Operator's Agreement and Operations and Maintenance Plan (O&M Plan) ~ Brenda Mowen

#### **OLD BUSINESS**

#### **NEW BUSINESS**

#### **ADJOURNMENT**

**HILLSBOROUGH TRANSIT AUTHORITY  
AND  
TAMPA HISTORIC STREETCAR, INC. BOARDS  
TASK FORCE FOR THE RENEWAL OF THE OPERATOR'S AGREEMENT  
FOR THE TECO LINE STREETCAR SYSTEM**

**MEETING MINUTES**

**Wednesday, June 15, 2011 at 3:30 p.m.**

**1201 E. 7<sup>th</sup> Avenue, Tampa, FL 33605**

**HART Board Members Present (2)**

John Byczek (via teleconference)  
Dr. Steven Polzin

**Staff Members Present**

Sylvia Berrien  
Katharine Eagan  
Olga Gonzalez  
Philip Hale  
Stephen Hendershott

**THS Board Members Present (2)**

Michael English  
Santiago Corrada

Marcia Mejia  
Martha Milligan  
Brenda Mowen  
Steven Taylor  
Kenneth Wagner

**Others Present**

Lee Huffstutler, City of Tampa  
Richard Schlosser, THS General Counsel

**CALL TO ORDER**

Meeting was called to order at 3:45 p.m.

Ms. Olga Gonzalez, HART Manager of Executive Policy and Board Relations, presented the edits to the Operator's Agreement and Operations and Maintenance Plan and noted that these documents remain under review.

Subsequent to the May 18, 2011 meeting and prior to the current meeting, THS General Counsel, Mr. Richard Schlosser, provided his comments to HART. HART then provided responses to Mr. Schlosser's comments. The Task Force considered the comments and responses from both parties. A copy of this document can be obtained from the Clerk of the Board at [milliganm@gohart.org](mailto:milliganm@gohart.org).

**A. Operator's Agreement**

**Article II, Section 4: Term**

All parties agree that the operator's agreement is to be renewed for a 5-year term.

**Article III, Section 1b (7) (second): Capital Expenditures**

The language in the Interlocal and Tri-Party Agreements state capital expenditures are the obligations and responsibilities of HART and the City of Tampa. References to capital expenditures should be removed from the Operator's Agreement.

Director English noted the need to ensure that the agreements correctly reflect the City's responsibilities.

Director Corrada said he was surprised to see that an operator's agreement between THS and HART has reference to the City's obligations as it relates to capital expenditures. He agreed that the City's financial obligations need to be addressed in documents other than the Operator's agreement.

Mr. Schlosser stated the agreement should have provisions identifying parties responsible for major capital expenditures that will soon be necessary due to age of the streetcar system.

Mr. Philip Hale, HART Interim Chief Executive Officer, stated that HART owns the streetcars and is responsible for their maintenance.

Director Polzin said HART, as the streetcar system operator, should make every effort to secure funding to mitigate overall costs for THS.

Ms. Gonzalez said a Point of Contact at the City needs to be identified to work with HART staff on streetcar infrastructure issues on the City's right-of-way.

Director Corrada suggested Mr. Irvin Lee, Public Works Director, whose area of responsibility includes transportation functions.

Ms. Sylvia Berrien, HART Staff Attorney, suggested Mr. Sal Territo, City Attorney, also be a Point of Contact.

#### Article III, Section 1e (4)

Mr. Schlosser said more strict guidelines and benchmarks need to be set throughout the Operator's Agreement and Operations and Maintenance Plan. He added the draft documents prepared by HART staff eliminated the benchmarks and instead state the work or service would be provided in accordance with the budget.

Director Polzin asked if the billing structure was based on HART actual incurred costs or is set at a fixed rate.

Mr. Hale responded the billing is based on the hours of service provided.

Director Polzin said the parties need to work collaboratively and save money wherever possible without compromising the quality of service.

#### Article III, Section 1j

To simplify the current process and identify responsibilities of advertising agreements, HART staff drafted a Standard Operating Procedure (SOP) for Advertising Contracts. Mr. Schlosser made a few

modifications and suggested the SOP be distributed at the next meeting for review. He suggested that the final SOP be attached as an exhibit to the Operator's Agreement.

Ms. Katharine Eagan, HART Chief of Service Development, suggested that the SOP be presented to the THS Marketing Committee on August 3 and to the full THS Board at the August 17 meeting. She said it needs to be built so it is applicable to any vendor who facilitates the advertising process.

Article III, Section 11 (2)

Mr. Schlosser suggested the agreement to be updated to reflect monthly reporting structure versus weekly reporting.

Article III, Section 2a

This section relates to capital improvements which are being removed from the Operator's Agreement.

Article III, Section 2b (4)

This section relates to capital improvements which are being removed from the Operator's Agreement.

Article III, Section 2c (4)

HART will bill THS a cease service fee of \$1000 per each event, notwithstanding the THS decision not to pass the fee to an event sponsor.

Director English expressed concern that this fee may be too steep for some organizations.

Mr. Hale reiterated that staff time factored in the FY2012 and FY2013 budgets is tight. HART must be compensated for additional administrative charges for cease service.

Article III, Section 4 (c)

All statutory references throughout the document will be updated by Mr. Schlosser in his next draft revision.

In response to the previous request by the Task Force members, Mr. Schlosser suggested a provision regarding the responsibility of THS for the Railroad Insurance to state that THS has a responsibility to find the money for the railroad insurance; however HART and THS shall to work together in an attempt to reduce insurance costs.

Director English stated he did not understand the basis for the insurance costs being responsibility of the THS.

Mr. Schlosser stated the agreement cannot obligate any party to attain reduced premiums.

Director Corrada asked for clarification in the Operator's Agreement in the section regarding reporting performance, service conditions and accidents, injuries or death.

Mr. Schlosser will correct the language in that section to reflect clear reporting standards.

**B. Operations and Maintenance Plan (O&M Plan)**

Director Polzin asked for clarification of the details of service characteristics stated in the Annual Operations Budget and asked how compensation is handled in situations when it is required to cease service due to extenuating circumstances, hurricane, evacuation, etc.

Mr. Schlosser responded that in such circumstances THS would have to absorb HART expenses that are not otherwise recovered through insurance. He remarked that he would need to further investigate the matter.

Ms. Gonzalez stated that one of the reoccurring provisions throughout the Operations and Maintenance Plan is for the budget to serve as a vehicle for service definition. She pointed out that the O&M Plan is adopted for a 5-year term while the annual budgets are adopted on an annual basis. Ms. Gonzalez said she would work with Mr. Schlosser to resolve this miscorrelation.

Director Polzin stated there should be only one, clearly defined controlling variable.

Ms. Brenda Mowen, HART Chief Administrative Officer, stated it is a widely-used practice for broad performance criteria to be written into a contract detailed with an annually defined work program.

Mr. Hale stated there were several key performance indicators used throughout the transit industry that can be spelled out in the Operations and Maintenance Plan. He clarified that the budget is driven by the service provided.

Mr. Schlosser addressed the issues and concerns of the Federal Transit Administration (FTA) related to Special Service (charters). In conclusion, he requested an opportunity to provide his revision of the Operator's Agreement and O&M Plan based on the comments received from the Task Force members. Mr. Schlosser will provide his revision to HART staff and then present it at the next scheduled Task Force Meeting.

Ms. Gonzalez related a request to hold the next meeting on Monday, July 18, immediately following the HART Finance Committee meeting.

**NEXT MEETING:**

July 18, 2011, at 10:30 a.m. or immediately following the HART Board Finance, Governance and Administration Committee Meeting.

2a. **DISCUSSION ITEM**

***Proposed Changes to the TECO Line Streetcar System Operator's Agreement and Operations and Maintenance Plan (O&M Plan)***

At the May 18 and June 15 meetings, the Task Force considered proposed revisions to the Operator's Agreement and the accompanying Operations and Maintenance Plan. The attached version of the Operator's Agreement and O&M Plan contains these modifications as well as additional modifications proposed by Richard Schlosser, THS General Counsel.

Task Force consideration of Mr. Schlosser's suggested modifications is requested.

Prepared by: Sylvia Berrien, HART Staff Attorney

Reviewed by: Philip R. Hale, Interim Chief Executive Officer

Attachment:

- I Proposed revisions to Operator's Agreement and O&M Plan as submitted by Richard Schlosser, THS General Counsel

**ATTACHMENT XX**

**OPERATOR'S AGREEMENT  
FOR THE TECO STREETCAR LINE**

**THIS AGREEMENT**, dated ~~this \_\_\_\_\_ day~~as of October 1, 2011, (the "Effective Date ~~(hereafter defined);~~") is made and entered into between the HILLSBOROUGH TRANSIT AUTHORITY, a/k/a the HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY, a Regional Transit Authority and independent special taxing district organized under the laws of the State of Florida, hereafter referred to as "HART" or "Operator" and the TAMPA HISTORIC STREETCAR, INC., a Florida not-for-profit corporation ~~organized and existing under the laws of the State of Florida~~, hereafter referred to as "THS".

**WHEREAS**, HART, THS, and the City of Tampa (hereafter, the "CITY") are parties to a Tri-Party Agreement dated December 17, 2001 (the "Tri-Party Agreement") involving the creation of the Tampa-Ybor Historic Electric Streetcar System (the "Streetcar System") and the Tri-Party Agreement contemplates that THS would engage a third party to operate the Streetcar System; and

**WHEREAS**, THS formally engaged HART as the operator of the Streetcar System ~~on or about pursuant to an Operator's Agreement dated December 4, 2006, effective as of October 1, 2006~~ and has determined to renew said engagement for an additional five (5) year term ~~as set forth in this Agreement; and~~

~~**WHEREAS**, THS has determined to continue to engage HART as the operator of the Streetcar System and~~and the parties desire to set forth the terms of the engagement in writing;

**NOW THEREFORE**, in consideration of mutual covenants and provisions herein contained, the parties agree as follows:

**ARTICLE I - DEFINITIONS**

Unless otherwise defined herein, capitalized terms used in this Agreement have the same meanings as defined in the Tri-Party Agreement. For the purposes of this Agreement, the following definitions shall also apply:

- a. "Base Service" means the basic service, as described in the Operations and Maintenance Plan (hereafter defined) for operation of the Streetcar System ~~(hereafter defined)~~ in the normal course of business.

- b. “Extra Service” means any service not included in the Annual Operations Budget which results in an increase in the number of streetcars in operation, hours of operation, or any other increase in streetcar service in excess of the Base Service, including but not limited to increased ridership resulting from special events such as conventions, sporting events, and community parades and events.
- c. “Special Service” means any extraordinary service not included in the Annual Operations Budget, and not “Extra Service”. There are two categories of Special Service as specified below

Special Service - Community Function means any service outside of Base Service not included in the Annual Operations Budget or as Extra Service, for a fee, such as a request for use of a streetcar for a THS, CITY, or HART sponsored community function in accordance with applicable regulations.

Special Service - Private Party means any service outside of Base Service not included in the Annual Operations Budget, or as Extra Service, requested by a private party for a fee, such as a request for use of a streetcar for a private party or particular group of individuals, in accordance with applicable regulations.

The performance of Special Service is regulated by the Federal Transit Administration (hereafter, the “FTA”).

- d. “Temporary Cease Service” means the ~~temporarily ceasing~~temporary cessation of streetcar service to facilitate special community events and parades along the streetcar route.
- e. “Operations and Maintenance Plan” means the plan prepared by Operator for operating the Streetcar System and maintaining the property used in connection with the Streetcar System as more fully described in Article III, Section 2a. hereafter.
- f. “Annual Operations Budget” means the budget for physical operation of the Streetcar System required to be prepared by Operator and approved by THS and the CITY described in Article III, Section 2b. hereafter.
- g. “Annual THS Budget” means the budget for total of all THS operations, including, but not limited to the total of the Annual Operations Budget, insurance expenses, administrative expenses, legal, accounting and other consulting services.
- g. “Streetcar System” means the streetcars, the track, overhead catenary wires, station stops, and all other personal and real property which constitutes the streetcar system described in the Tri-Party Agreement and subject to this Operator's Agreement, together with any additions and extension thereto as may be agreed upon from time to time by the parties to the Tri-Party Agreement.

- h. “Streetcar Vehicles” means the electric replica streetcars provided for use by or through HART in the operation of the Streetcar System.

## **ARTICLE II - PROJECT DESCRIPTION**

### **SECTION 1. OVERALL PROJECT DESCRIPTION**

The first segment of the Streetcar System consists of a 2.4 mile track which extends from the 8th Ave./20th Street area in Ybor CITY to Dick Greco Plaza at the corner of Old Water Street and the vicinity of Ice Palace Drive/Franklin Street near the Tampa Convention Center. The second segment of the Streetcar System consists of a one-third (1/3) mile extension from the Dick Greco Plaza north on Franklin Street to Whiting Street. The design element presently includes replica streetcars powered by overhead electric line(s), a two-way single track system with at least ~~six (6)~~ seven (7) passing track sections, at least ~~ten (10)~~ eleven (11) station/stops, and a car barn, which is the maintenance and operations facility. It is the intent of the parties that the System be expanded as resources permit and subject to the approval of the ~~City and each of the parties~~ to the Tri-Party Agreement.

### **SECTION 2. HART RETAINED AS OPERATOR.**

THS hereby engages, hires and retains HART as the operator of the Streetcar System and HART accepts such engagement and agrees to act in that capacity, in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, HART is engaged as an independent contractor and is not an owner, stockholder, director, officer, employee, partner, or joint venturer of THS.

### **SECTION 3. EFFECTIVE DATE**

The Effective Date of this Agreement shall be October 1, 2011, ~~the last date this instrument was executed by either of the parties hereto, as evidenced by the date underneath each signature and~~ whenever the term "Effective Date" shall be used herein, it shall mean that date.

### **SECTION 4. TERM**

The term of this Agreement is for ~~twenty (20)~~ five (5) years, ~~more or less~~, (the “Term”), beginning on ~~October 1, 2011~~ the Effective Date hereof and terminating on September 30, ~~2031~~ 2016. The parties shall meet in regard to the extension of this Agreement at least two-hundred seventy (270) days before the end of the Term to negotiate a renewal of this Agreement. ~~Thereafter~~ If it is not formally renewed or terminated by either party on or before September 30, 2016, this Agreement will automatically renew for one (1) year, and if not formally renewed or terminated by each successive September 30<sup>th</sup>, it shall renew for successive one year periods ; until terminated by either party as set forth in Article III, Section 4(2)g. of this Agreement.

## **ARTICLE III - GENERAL RIGHTS AND DUTIES OF THE PARTIES**

### **SECTION 1. RIGHTS AND DUTIES OF HART**

HART represents itself to be expert in the transportation industry and in the operation, management and maintenance of mass transit systems and assumes complete responsibility for the proper operation, management, and maintenance of the Streetcar System, subject to the other terms and conditions of this Operator's Agreement. Operator shall have the following rights and obligations hereunder in addition to any rights and obligations contained in the Operations and Maintenance Plan:

- a. Service Delivery. The Operator will operate, manage and maintain the Streetcar System strictly in accordance with the Operations and Maintenance Plan, in compliance with all performance and other standards contained in this Agreement and in an efficient, business-like, and economical manner, using its own Streetcar Vehicles and such other streetcar vehicles as identified in the Operations and Maintenance Plan. The Operator will hire, or use from its pool of personnel, qualified and trained streetcar operators, supervisors, vehicle maintenance technicians, and contribute from its organization sufficient administrative and marketing staff effort to deliver the level of service described in the Operations and Maintenance Plan. The Operator shall otherwise use its best efforts to do all things necessary to operate the Streetcar System in accordance with the Operations and Maintenance Plan and the Annual Operations Budget. To the extent that this Agreement requires or permits Operator to contract or sub-contract for services to be provided pursuant to this Agreement, the costs of such contracts and sub-contracts shall be borne by Operator, unless otherwise specified herein. All expenses incurred by Operator and all sub-contracts and other agreements entered into by Operator with third parties shall be at the sole expense and liability of Operator and not THS. The obligation of THS for payment of the operation costs of the Streetcar System hereunder is limited to payment of duly rendered invoices for expenses authorized by the Annual Operations Budget in effect from time to time.
- b. Equipment Condition, Maintenance, and System Operation.
  - (1) The Operator will maintain all Streetcar Vehicles, other parts of the Streetcar System, all other vehicles and all other facilities used by the Streetcar System, and any other equipment necessary to provide service in good repair, and acceptable appearance in accordance with the highest industry standards and the Operations and Maintenance Plan.
  - (2) The Operator shall perform routine visual inspection of track, switches, the diamond crossing with CSX, overhead power distribution system, and shall perform a preventive maintenance program in accordance with the Operations and Maintenance Plan. Maintenance records shall be kept in an orderly fashion

and produced for inspection by THS or the CITY upon request.

- (3) The Operator shall obtain an agreement for the purchase of electric traction power and for the maintenance of the power distribution system and for all other utilities necessary to provide utility services required by the Streetcar System. Any such agreements shall be obtained by following appropriate purchasing procedures established by local, state and federal requirements
  - (4) The Operator will develop an emergency response plan in cooperation with local law enforcement and emergency preparedness organizations and agencies, Tampa Police Department and the Tampa Fire Department, pursuant to state and federal transportation agency requirements.
  - (5) Each Streetcar Vehicle shall be operated only by a fully qualified, trained and competent Streetcar Vehicle operator with a good driving and operation record who shall operate with all due care and diligence to prevent loss and damage to persons and property of any nature.
  - (6) THS may issue or require the Operator to issue and/or accept special fare instruments that are only used on the Streetcar System.
  - (7) As a system built by HART and the CITY of Tampa, each ~~party of HART and the CITY of Tampa~~ is responsible for major repairs and replacement of the capital assets they contributed to the original streetcar project. The level to which the various facilities that comprise the streetcar system are maintained and which entity maintains these facilities is set forth in Section 4 - System Maintenance of ~~Exhibit A, attached hereto and incorporated to this Agreement~~the Operations and Maintenance Plan.
  - (7) The cost of maintenance and capital improvements in, or in the CITY-owned right-of-way shall be the CITY's responsibility. However, HART may improve ~~such maintenance and/or capital improvements, with the approval of the THS Board and such the~~ additional costs shall be in addition to payments in the Operations Budget, if authorized by THS and the CITY in advance of such expenditures by HART. If HART's staff identifies an emergency need, that need may be met without THS Board approval. The cost of meeting such emergency need shall not be borne by THS without the approval of the THS Board.
- c. Appearance. The Operator shall keep the Streetcar Vehicles, Streetcar Stops, and the remainder of the Streetcar System clean and otherwise in conditions suitable to the needs of the Streetcar customers. It is intended that Operator will have direct responsibility for those services identified in the ~~Operator's~~ Operations and Maintenance Plan and shall have overall responsibility to obtain the CITY's services to maintain CITY-owned premises such as the Streetcar right-of-way corridors as a part of the CITY's responsibility.

- d. Operational Reporting Documents. The Operator shall submit to THS and to the CITY-City, monthly ridership, accident and incident and maintenance and operations reports reflecting actual hours or miles operated and revenue collected. The Operator shall also submit to THS and the CITY financial data with respect to the cost of Base; ~~extra~~ Service, Extra Service and Special Services. The Operator shall maintain annual costs per passenger, per vehicle mile, per vehicle hour, and other financial and performance data as required by the ~~Federal Transit Administration (the "FTA")~~ FTA for all operations of public transportation services where federal financial assistance is provided for either capital or operating purposes.
- e. Performance Levels. The Operator shall make every effort to operate the streetcar at a high level of efficiency and reliability and at a minimum will comply with each criterion for measuring performance set forth below and in the Operations and Maintenance Plan ~~which is hereby incorporated as Exhibit "A" to this Agreement.~~ The minimum performance criteria are as follows:
- (i) (1) 95 percent on-time departure from the scheduled end-of-line stations:
  - (ii) (2) Perform all scheduled vehicle maintenance in accordance with manufacturer's recommendations.
  - (iii) ~~(3)~~ (3) Respond to all customer complaints within 72 hours (Monday through Friday).
  - (iv) ~~(4)~~ (4) Pressure Wash and clean all ~~stations on a weekly basis; every other day before commencement of operations on that day~~ streetcars and station stops in accordance with the Operations and Maintenance Plan;
  - (v) (5) Not more than one accident/incident per 1,560 vehicle operating hours (which is equivalent to one month- of Base Service).

In addition, each year the THS Board shall develop a set of key performance goals to ensure HART's performance under this agreement in the areas of ridership productivity, service efficiency, safety, quality of service and on-time performance. These performance goals and targeted accomplishment levels that shall serve as a basis for evaluating the performance of HART under this Agreement. The established goals shall be directly measurable and HART shall report and update the THS Board on the level of attainment on a monthly basis at the regular THS Board of Directors meetings.

Overall performance by the Operator will be a consideration by THS in renewal of this Agreement.

f. Negotiation and Administration of Employment Contracts

- (1) The Operator shall be solely responsible for negotiating applicable labor contracts, if any, for employees assigned to operation of the Streetcar System. All such agreements shall be in accordance with all applicable laws, statutes, regulations and other applicable requirements currently in place.

- (2) Operator shall be solely responsible to administer the terms and conditions of any and all collective bargaining agreements, in accordance with all applicable laws, regulations and any other applicable requirements.
- g. Risk of Loss. The Operator assumes the entire risk of physical property loss from any and every cause whatsoever of the Streetcar Vehicles and that part of the Streetcar System and all other applicable real and personal property, owned and controlled by the Operator. The anticipated costs associated therewith, including the funding of such a self-insurance pool will be included in each Annual Operations Budget and THS shall separately pay such invoiced costs when they are unbudgeted due to a catastrophe or other unanticipated cause. [IS THERE A LIMIT ON THESE EXPENDITURES?]
- h. Streetcar Vehicle Warranty Work. In the event repairs or replacement are required on Streetcar Vehicles, Operator shall maximize use of any and all warranties available for such repairs or replacement, in order to keep the repair costs of Streetcar Vehicles as low as possible.
- i. Damages. Neither THS nor the ~~CITY~~ CITY shall be liable under any circumstances for loss of profits, loss of employees, or time, loss of business, or any other damages direct or indirect, special, incidental, consequential or otherwise which are sustained by the Operator whether or not caused by or resulting directly or indirectly from use of the Streetcar Vehicles, Streetcar System or other property. However, THS and the CITY ~~City~~ will cooperate and assist the Operator in asserting any claims that may exist against any manufacturer or other similarly situated person or entity. [HAS THS AGREED TO THE FOLLOWING: Operator shall be entitled to recover from THS all expenses incurred due to shutdown, partial shutdown or otherwise caused by hurricane, wind, flooding, storm or any other act of God or any source other than the Operator, but only if such expenses are not covered by insurance (and in such event, THS shall reimburse Operator for any deductible under such insurance coverage), and provided further that Operator shall make every effort to reduce such expenses to the lowest levels possible during such shutdown, partial shutdown or other event-.] The foregoing payment of expenses is in lieu of and not in addition to monthly invoices to THS for services provided hereunder for the period of such shutdown, partial shutdown, or other event.
- j. Fare Box, Advertising and Other Revenue. The total amount of all fare box revenue generated by the Streetcar System from Base Service, Extra Service and Special Service actually collected by HART shall be credited on a monthly basis to the sums due from THS to Operator under this Agreement. Notwithstanding the foregoing, THS shall be entitled to collect, control and retain all net revenues from any advertising on and within the Streetcars and on and within the Streetcar station stops, and shall use its best efforts to maximize advertising and other revenue to offset the cost of operating the Streetcar System. THS shall retain all rights to interior and exterior advertising revenue and to license naming of the Streetcar station stops and

Streetcars and Operator shall have no such rights nor be entitled to any revenue therefrom. THS, however, shall compensate the Operator for the placement of station stop names and development of advertising and marketing material either as part of a budgeted expense in the Annual Operations Budget for operations or at Operators' standard rates charged to other third parties for such expenses. In the event revenue from advertising actually collected by HART exceeds the amounts due to Operator in any given month of operations, the excess shall be credited to the next month's invoice from Operator to THS. The foregoing allocation of revenue shall not apply to any revenue derived from any intermodal terminal owned by HART, except as may be dictated by any separate agreement between HART and THS.

k. Inspection of Books and Records. The Operator agrees to maintain all books, records, documents and other accounting information pertaining to the Streetcar System in a form and manner acceptable to THS and the CITY-~~City~~. Such records shall be available for inspection during business hours by any representative of THS and the CITY-~~City~~.

l. Management Contact Designation

- (1) The Operator shall designate one party, by name and title, who shall be empowered with full authority on behalf of HART to make operating and policy decisions for ~~all~~the operations, policies, provided services and functions- that HART is required to provide pursuant to this Agreement. This person shall serve as the liaison with THS on all matters related to the Streetcar System. This designated party has no authority to act on behalf of THS.
- (2) The Operator shall designate a specific person who shall report to THS on service conditions and performance no less than once ~~a week~~ per month and always within one (1) business day after the occurrence of an accident, injury or death to an employee, passenger or other third party and/or unscheduled disruption of ten (10) minutes or more to the scheduled service.

m. Use of Restored Streetcar

- (1) The Tampa & Ybor CITY Street Railway Society (the "Railway Society") owns a restored streetcar (Birney #163) that is of the vintage of the original streetcar system in Tampa (hereafter, the "Restored Streetcar"). THS intends to use the Restored Streetcar from time to time for promotional purposes and special events. The cost of owning, operating, maintaining, insuring, and capital improvements to the Restored Streetcar shall be borne by the Railway Society, in accordance with a separate agreement between the Railway Society and THS.
- (2) At the request of THS, Operator shall provide qualified, trained and supervised personnel to operate the Restored Streetcar during its periods of use. The Railway Society shall contract directly with Operator for payment of the cost and expenses of such personnel.

- (3) The Railway Society may elect to provide its own operators to operate the Restored Streetcar, which shall only be trained and licensed Streetcar operators, whether they are volunteers or paid employees.

## SECTION 2. RIGHTS AND DUTIES OF THS

- a. ~~a. —Operation and Maintenance Plan. Prior to the Effective Date of this Operators Agreement, the Operator shall prepare a proposed~~The Operations and Maintenance Plan ~~for the Streetcar System~~has been prepared by HART and is attached hereto as an ~~Exhibit and incorporated herein by reference.~~ The Operations and Maintenance Plan ~~shall be~~has been subject to the review and approval ~~of~~by THS and the CITY, and the cost of performing same shall be included in the overall Annual THS Budget in accordance with the Tri-Party Agreement. The Operations and Maintenance Plan shall detail the methodology for payments to the Operator and the services, to be provided by Operator which shall be provided in return for such payment, and shall describe, among other things, a projection of staffing and equipment needs, maintenance ~~and capital replacement~~, and a safety and emergency operations program. Operation of the Streetcar System under this Agreement shall not commence until THS and the CITY has approved the Operations and Maintenance Plan and the CITY has approved the overall Annual THS Budget. THS will require the Operations and Maintenance Plan to acknowledge that the use of Streetcar Vehicles be limited to approved services, hours of service and routes. There shall be no deviation from the Operations and Maintenance Plan without the express written consent of THS and the CITY, which either may grant or withhold in their sole discretion. However, the CITY and HART may require changes to the Operations and Maintenance Plan as more fully provided in subparagraph b.(3) hereafter. ~~If approved by THS at the time of the execution of this Agreement, the Operations and Maintenance Plan shall be attached hereto and incorporated herein as Exhibit "A". If not approved at that time, it shall be approved prior to the First Date of Operations under this Agreement and the parties shall execute an amendment to this Agreement to evidence such approval.~~
- b. Annual Operations Budget
  - (1) The Operator shall develop, in consultation with THS and the CITY an Annual Operations Budget (which is a part of the overall Annual THS Budget) under this Operator's Agreement. The Annual Operations Budget shall specify the days, hours and frequency of service, the number of vehicle hours of service as determined by the THS Board of Directors each year. The Operator will determine the number of required personnel to deliver such service levels in a safe and efficient manner and budget will include the Operator's annual cost to operate the streetcar system broken down by line item and the resulting rate to be charged THS per vehicle hour of service. Each Annual Operations Budget is subject to approval by THS and the CITY. There shall be no deviation from the

Annual Operations Budget without the express written consent of THS and the CITY, which consent either may grant or withhold, in their sole discretion. Not later than ninety (90) days prior to the end of the fiscal year of THS, Operator shall prepare and deliver to THS and the CITY a proposed Annual Operations Budget for the next fiscal year. If THS and the CITY have neither approved the new Annual Operations Budget, nor ordered Operator to cease, curtail or modify service prior to the start of the next fiscal year, then in such event and until a new Annual Operations Budget is approved, the prior year's Annual Operations Budget shall remain in full force and effect for the next fiscal year with no more than a ten percent (10%) increase in any one line item and no more than a ten percent (10%) increase in the overall Annual Operations Budget.

- (2) The CITY shall have the right to review and approve each Annual Operation Budget and any changes thereto, as a part of the overall Annual THS Budget. Each Annual Operations Budget shall be delivered to the CITY at its Notice Address set forth in Article III, Section 4f. hereof at the same time it is delivered to THS and Operator.
- (3) In accordance with Article III, Section 2(e) of the Tri-Party Agreement, the parties recognize and agree that the CITY and/or HART may require THS to adjust Base Service (including reduction and/or cessation of services in the event that actual revenues do not meet actual or projected expenses).

~~(4) Said Operations Budget may contain a section addressing capital expenditures including both maintenance or capital improvement and other expenditures of any kind.~~

c. Payment.

- (1) THS shall pay to the Operator as the annual compensation for the services rendered by it under this Operator's Agreement an amount not to exceed the annual operating cost set forth in the approved Annual Operations Budget. in effect from time to time. Payments shall be made in monthly increments. Payments due hereunder shall be net of farebox revenue, grants obtained by HART for Streetcar System ~~purposes~~operations, and other revenue received by Operator from operation of the Streetcar System. Operator shall invoice THS for payment not later than the 20th of each month for expenses due for the prior month's operations. THS shall have thirty (30) days in which to review, approve, and make payment for each invoice. Each invoice shall be accompanied by a monthly and year to date reconciliation of all revenues and expenses for operating the Streetcar System. In the event that revenue collected by Operator from Streetcar System operations for any billing period exceeds expenses incurred by Operator in accordance with the Annual Operations Budget, the excess shall be applied to the next monthly invoice.

- (2) The cost for Extra Service is not included in the Annual Operations Operating Budget. ~~For purposes of this Agreement "extra service" means increases in the number of streetcars in operation, hours of operation, or any other increase in Streetcar service in excess of the Base Service. Extra service may be required by any number of causes, including but not limited to special events such as Gasparilla, Guavaween, the Super Bowl, increased ridership due to conventions, or any other reason.~~ THS will be charged an additional cost by Operator for Extra Service at the rate or under the parameters approved in the THS Board's approval of such extra service. Said rates shall be based upon standard rates that will be set forth in the Annual Operations Operating Budget rounded to the nearest hour.
- (3) The cost for Special Service is not included in the Annual Operations ~~Operating Budget. For purposes of this Agreement "Special Service" means extraordinary service requested by the City, Operator, THS, or any third party for Streetcar service outside of Base Service, such as a request for use of a Streetcar for a private party, or for the use by a particular group of individuals.~~ Budget. All requests for Special Service shall be in writing, delivered in advance to Operator. THS will be charged an additional cost by Operator for Special Service at the rate set forth in the Annual Operations ~~Operating~~ Budget rounded to the nearest hour, with a minimum payment due of one (1) hour. Payment for Special Services shall be made at the time of written request for such services. The performance of Special Service is controlled and limited by applicable regulations of the Federal Transit Administration and the provisions for payment for Special Service contained herein is not deemed an authorization by any party to this Agreement that Special Services may be delivered or performed. Such authorization shall be handled by THS and HART on a case by case basis in accordance with applicable regulations.
- (4) The cost for a "Temporary Cease Service" is not included in the Annual Operations Budget. The THS Board from time to time ~~approves~~ community may approve requests to temporarily cease streetcar service to facilitate special community events and parades along the streetcar route. Operator shall coordinate said Temporary Cease Service to ensure any interruption to streetcar service is limited and least disruptive to service as possible, and to ensure the safety of event participants on or near the streetcar route. Operator will charge THS an administrative fee of One Thousand Dollars (\$1,000) per Temporary Cease Service request to offset additional administrative and operational costs incurred by Operator to coordinate and facilitate a temporary cease in streetcar service. THS may pass this cost onto the party actually requesting the Temporary Cease Service.
- (5) The cost for capital improvements to the Streetcar System is currently not the obligation of THS under applicable agreements governing the Streetcar Systems and is intentionally excluded from treatment in this Agreement and in the Annual Operations Budget.

- d. Advance Payment. All advance payments made hereunder, if any are made, shall be credited against monthly invoices until the advance payments have been exhausted.
- e. Financial Tracking. Operator shall establish a system for tracking all revenues and expenses from Streetcar System operations. These revenue sources shall include: federal and state grants made to HART, including those from FDOT, FHWA and FTA, fare box, advertising and other revenue, and dollars from any other source designated to covering Streetcar System operating expenses. Such expenses shall include all expenses for operation of the Streetcar System, whether routine maintenance, capital expenditures, or otherwise. Financial reports shall be delivered to the CITY and THS no less frequently than monthly.
- f. Third Party Obligations. If Operator elects to sub-contract any services that it is required to provide under this Agreement, such as street and sidewalk maintenance, cleaning of areas around stations/stops, maintenance of the electrical power distribution system, security on Streetcar Vehicles and at stations/stops, etc. it shall provide to THS copies of any and all such sub-contracts promptly upon request by THS. Any such sub-contracting shall not relieve Operator of any obligations hereunder. All sub-contracts for services shall permit the assignment of such agreements to THS or its designee, however, THS shall not be obligated to accept an assignment thereof and this provision shall not inure to the benefit of any sub-contractor, but is merely for the convenience of THS if any circumstances warrant that it contract directly for services with such sub-contractors.
- g. Marketing ~~and~~, Advertising, Promotion, and Sponsorship. THS will develop and implement a "Marketing Program" marketing program, advertising program, and sponsorship development program, to promote public awareness and use of the Streetcar System, maximize ridership potential, coordinate marketing efforts with HART bus marketing efforts, develop marketing strategies aimed at both individual and group riders, coordinate special events services with various entertainment and convention and tourism facilities serviced by the Streetcar System, and to raise revenue for both operations and the Streetcar endowment.

The Operator will provide internal staff, or contract out necessary aspects of ~~the Marketing Program~~ these programs to assist THS. The terms of such programs are more fully described in the Marketing Program with additional compensation therefore as specified in the approved Annual THS Budget. Operations and Maintenance Plan.

### **SECTION 3. INSURANCE AND LIABILITY PROVISIONS.**

- a. General Provisions. The provisions hereof shall not be interpreted to be a waiver of sovereign immunity to which any party is entitled. Each of the parties preserves all sovereign immunity rights. THS understands that HART, as a sovereign entity,

cannot contractually indemnify and save harmless THS or any other party without an express waiver of sovereign immunity by the Florida Legislature.

- b. Insurance Obligations. THS may choose to maintain insurance coverages of a type and in the amount determined by THS to be appropriate for its needs. Operator shall permit THS to participate in an Operator's self-insured retention risk pool to cover an appropriate portion of the cost of such a self-insurance pool, including uninsured losses or deductible under insurance policies and claims administration. The amount and due date of payments made thereto by THS to fund, and to the extent necessary, repay expenditures under said self-insured retention risk pool shall be determined on a mutually agreed to basis by Operator and THS through the adoption of the Annual Operations Budget. Currently, THS does not participate in any self-insurance pool sponsored by Operator. If it elects to do so, the parties agree that a separate agreement shall be negotiated and executed by the parties to document such participation.
- c. Reporting of Claims. Without in any way limiting any reporting duty of Operator otherwise contained in this Agreement, Operator shall report any accident, damage to property, personal injury or death, or any other incident which may give rise to legal liability arising out of the performance of this Operator's Agreement to THS and the CITY ~~City~~ by the end of the next work day following the time and date of the occurrence. Notice shall be delivered to the President of THS and to the CITY of Tampa Risk Management, in the manner and at the Notice Address as set forth in Article III, Section 4.f. hereof.
- d. Environmental Liability. THS shall not hold Operator liable for any pre-existing environmental hazards, which are subsequently discovered after commencement of Operations.

#### **SECTION 4. MISCELLANEOUS PROVISIONS.**

- a. Annual Audit. On an annual basis within ninety (90) days following the end of each fiscal year of THS (currently the fiscal year of THS ends on September 30<sup>th</sup>), THS shall conduct an annual audit of the books and records of the Streetcar System in the manner required by the Tri-Party Agreement. The audit report shall be furnished to THS and the CITY promptly upon delivery of the auditor's written report.
- b. Dispute Resolution. Should any dispute arise among the parties to this Agreement concerning any matter relating to it, the first attempt to resolve such dispute and/or conflict shall, without prejudice to the rights of the parties to pursue their remedies in the courts of law, be in accordance with the Florida Governmental Conflict Resolution Act; even if any party hereto is not deemed to be a "governmental entity" as defined by the Florida Governmental Conflict Resolution Act (Florida Statutes, Section 164.101 et seq.). This provision shall not apply to any disputes arising between parties to this agreement and any third party.

c. Federal Requirements. The Operator shall comply with all federal and state laws, as well as the rules and regulations of the U.S. Department of Transportation and the Federal Transit Administration and all other federal requirements, including, but not limited to: any or all requirements listed in any current FTA Annual List of Certifications and Assurances, in accordance with 49 U.S.C. 5325(n). The Fiscal Year 2006 2011 Annual List is printed in the Federal Register, ~~Volume 70, Page 69739, dated on November 15, 2005~~ 2, 2010, as may be amended from time to time, and includes the following laws, as they may be amended, updated, or renamed, from time to time:

- (1) Civil Rights. The Operator shall issue a Statement of Assurance that the Operator is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1992. Other applicable federal, state, and local laws, executive orders, ordinances and regulations prohibiting discrimination as hereinabove referenced, are included by this reference thereto. The Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of availability. All work performed by the Operator, or its designees or contractors shall be in compliance with all required federal, state, and local laws, and respective rules and regulations and agreements.
- (2) ADA Compliance. The Operator shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1993, as amended, 29 U.S.C. app. #794; section 16 of the Federal Transit Act, as amended. 49 U.S.C. app. 31612; including, but not limited to:
  - (i) U.S. Department of Transportation (DOT) Regulations. "Transportation Services for Individuals with Disabilities (ADA)." 49 C.F.R., Part 37.
  - (ii) 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.
  - (iii) U.S. DOT Regulations "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 49 C.F.R., Part 38.
  - (iv) U.S. Department of Justice (DOJ) Regulations. "Nondiscrimination on the Basis of Disability in State and Local Government Services." 28 C.F.R., Part 35.
  - (v) U.S. DOJ regulations. "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R., Part 36.
  - (vii) General Services Administration (GSA) regulations. "Accommodations



~~Tampa, Florida 33606 33672 0297~~

To CITY: CITY of Tampa  
Director of Revenue and Finance  
306 E. Jackson Street  
Tampa, Florida 33602

and to: CITY of Tampa Council  
315 E. Kennedy Boulevard  
Tampa, Florida 33602

With a copy to: Office of CITY Attorney  
315 E. Kennedy Boulevard  
Tampa, Florida 33602

Notices required pursuant to Article III, Section 3 shall be furnished to all of the foregoing parties and to the following additional parties:

CITY of Tampa Risk Management Department  
102 E. 7th Avenue  
Tampa, Florida 333602

Hillsborough Transit Authority Risk Management  
1201 East 7<sup>th</sup> Avenue 4305 21<sup>st</sup> Avenue East  
Tampa, Florida, 33605-2300

If any party desires to be given notice by e-mail or facsimile, it shall provide its e-mail address or facsimile telephone number to the other parties by written correspondence delivered by certified mail. Any of the parties may change the notice address from time to time by giving notice of the change as provided in this section. Failure to claim any notice sent hereunder shall be deemed to be delivery effective as of the date deposited with the delivery service or if sent by facsimile or e-mail, on the date of confirmation of the sent item.

g. Termination of Agreement.

(1) This Agreement shall terminate in any of the following events:

- (i) When it expires by virtue of its express terms;
- (ii) At the option of the non-defaulting party hereto in the event of any material breach by the other party or repeated failure by the other party to correct any notices of deficiencies in the operation of the Streetcar System;
- (iii) At the option of Operator, in the event that THS files for bankruptcy or

makes an assignment for benefit of creditors.

- (iv) If, in any given year, THS, the CITY and Operator are unable to reach agreement on the next Annual Operations Budget or the Operations and Maintenance Plan, provided that the Agreement shall not terminate so long as the provisions of Article Section 2.b.(1) become operative and no party elects to cancel this Agreement.
  - (v) Any fraud or other malfeasance in the handling of funds of THS.
- (2) Prior to issuing a notice of termination for material breach of this Agreement under sub-paragraph g.(1)(ii), above, the non-defaulting party shall deliver written notice of default and the party against whom default has been alleged shall have thirty (30) days (the "Curative Period") from delivery of such written notice to cure the default. If the breach shall not be capable of being cured within the Curative Period, but the defaulting party is making a good faith effort to effectuate a cure, the Curative Period may be extended for a reasonable amount of time while the defaulting party is engaged in such good faith efforts. If the default has not been cured within the Curative Period (as may be extended pursuant to the foregoing sentence), the non-defaulting party may then terminate this Agreement by issuance of a second written notice of termination.
  - (3) Upon any termination of this Agreement for any reason, the parties agree to an orderly transition of control of operation of the Streetcar System. The parties shall have one hundred eighty (180) days (the "Transition Period") during which to transfer control of operation of the Streetcar System to a new operator. During the Transition Period, all of the terms and conditions of this Agreement shall continue to be in full force and effect, and the parties shall work with each other for the smooth transfer of control to a new Operator. Not later than thirty (30) days after the end of the Transition Period Operator shall render a final accounting of revenues and expenses for the operation of the Streetcar System while it was the Operator and shall furnish to THS a final invoice for any sums due, or shall pay to THS any sums due to THS.
  - (4) In the event of termination pursuant to paragraph g. (1)(ii) above, THS agrees to assume, and perform any and all un-expired subcontracts between Operator and its subcontractors which are in full force and effect on the date of the notice of termination, provided however, that all such subcontracts have been incorporated into the Annual Operation Budget and Operator has provided copies of same to THS pursuant to its request. During the Transition Period, Operator shall not enter into any new or renewal subcontracts for labor, materials, services, or otherwise without the prior express written consent of THS, which it may grant or withhold in its sole discretion.
- h. Attorneys Fees. In the event of any effort by either party hereto to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the

other party its reasonable attorneys' fees and the costs and expenses of litigation.

- i. No Agency or Employee Status. Operator shall perform this agreement only as an independent contractor, and nothing herein shall in any way be construed to constitute THS, its directors, officers, agents and employees to be agents, representatives, or employees of Operator.
- j. Modification. Only a written instrument duly executed by both parties hereto may amend this Agreement.
- k. Waiver. The failure of any of the parties to enforce any provision of this Agreement shall not be a waiver of any such provision or of any party's right to enforce each such provision.
- l. Integration. This Agreement together with Exhibit A hereto and incorporated herein, the Operations and Maintenance Plan, comprises the full and entire agreement between the parties concerning the subject matter hereof and that negotiations, acts or promises made prior to its execution are merged, integrated into and superseded by this instrument. Notwithstanding the foregoing however, in certain circumstances, reference is made to the Tri-Party Agreement to interpret this Agreement, in which event the terms and conditions of the Tri-Party Agreement shall prevail.
- m. Tri-Party Agreement Controls. It is the purpose of this Agreement to comply with the provisions of the Tri-Party Agreement in connection with the operation, management and maintenance of the Streetcar System. To the extent that the terms and conditions of this Agreement are in conflict with the terms and conditions of the Tri-Party Agreement, the terms and conditions of the Tri-Party agreement shall control, and shall also be used to interpret and explain the terms and conditions of this Agreement.
- n. Severability. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any other section or part of this Agreement.
- o. Filing. This Agreement shall be filed by HART with the Clerk of the Circuit Court of Hillsborough County in accordance with the requirements of Section 163.01(11), Florida Statutes (2001~~1~~).  
|
- p. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of constitutional or statutory duties of HART.
- q. Assignment. This Agreement is personal to the parties hereto. Neither party may assign its rights or obligations without the prior written consent of the other party hereto and of the CITY-~~City~~. THS shall not permit the Streetcar System to be operated by anyone other than Operator, without the prior written consent of the CITY-~~City~~.  
|  
|

- r. Counterparts. This Agreement may be executed in Counterparts. Any party may join into this Agreement by executing anyone Counterpart. All counterparts, when taken together, shall constitute one agreement.
- s. Force Majeure. Each party shall be excused from performing any of such party's obligations under this Agreement (whether monetary or otherwise) where performance has been prevented or by an occurrence not within such party's control from the following causes: hurricane, flood, fire, tornado or other inclement weather, accidents, riots, war, terrorist activities, explosion or any regulations, rules, ordinances, or orders of any federal, state or local governmental authority. Notwithstanding the foregoing, a party claiming that it is excused from performance as a result of "accidents" or "regulations, rules, ordinances, or orders of any federal, state or local governmental authority" shall not be entitled to use such excuse if it was at fault in the accident, or failed to anticipate, plan for, or comply with such regulations, rules, ordinances or orders.

**SECTION 5. CONDITIONS PRECEDENT.**

- a. ~~a.~~—This Agreement shall not be effective until all of the following conditions have been fulfilled.
  - (1) ~~(1)~~—This Agreement has been approved by the Board of Directors of THS.
  - (2) This Agreement has been approved by the Board of Directors of HART
  - (3) ~~THS has obtained from the City's bond counsel an opinion of counsel that this agreement does not violate Rev Proc 97-13 as described in Article III, Section 1 (c) of the Tri-Party Agreement.~~
- b. Each party hereto agrees to promptly apply for and obtain the foregoing approvals.  
~~It shall be the responsibility of THS to seek the opinion of the City's bond counsel.~~

**SECTION 6. THIRD PARTY BENEFICIARY.**

As to those covenants, terms and conditions contained herein where the CITY is specifically granted a right of approval or some other right, this Agreement is a third party beneficiary contract running in favor of the CITY and as to those covenants, tenets and conditions, the CITY has the right to enforce them as if it were a party to this Agreement.

IN WITNESS WHEREOF this agreement has been executed and delivered as of the Effective Date by the undersigned parties.

**TAMPA HISTORIC STREETCAR, INC.**

**HILLSBOROUGH TRANSIT AUTHORITY**

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

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

Draft Transmitted by Richard Schlosser July 8, 2011

President

Chief Executive Officer Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
THS Attorney

\_\_\_\_\_  
HART General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT **XX**

# Exhibit A



## TECO LINE STREETCAR SYSTEM OPERATIONS & MAINTENANCE PLAN 2011 – 2016

PREPARED BY:  
HILLSBOROUGH AREA REGIONAL TRANSIT

PREPARED FOR:  
TAMPA HISTORIC STREETCAR, INC.

Approved by THS Board of Directors  
Approved by HART Board of Directors

**TECO LINE STREETCAR SYSTEM  
OPERATIONS & MAINTENANCE PLAN  
2011-2016**

Hillsborough Transit Authority  
Revised August 2006

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## 1. INTRODUCTION

~~Since 1995, Hillsborough Area Regional Transit Authority (HART)~~This document is the Operations and Maintenance Plan referred to in the Operator's Agreement between Hillsborough Area Regional Transit Authority (HART) and Tampa Historic Streetcar, Inc. (THS) effective as of October 1, 2011 (the "Operator's Agreement"). Capitalized terms used herein which are not defined herein shall have the meanings set forth in the Operator's Agreement. The Operator's Agreement and this Operation and Maintenance Plan are designed to work in harmony with each other and both agreements shall be interpreted to avoid any conflict. However, if there is a conflict, the agreements among the parties shall prevail as follows: The Tri-Party Agreement, the Operator's Agreement, and this Operations and Maintenance Plan.

Since 1995, HART has worked with the City of Tampa, the Tampa & Ybor City Street Railway Society (TYCSRS) and the public to bring streetcars back to Tampa. HART continues to secure state and federal funding for planning, engineering, construction, capital expenses and operations of the system.

~~Incorporated with in the State of Florida in November 1998,~~ Tampa Historic Streetcar, Inc. (THS) was created by HART and the City of Tampa as a not-for-profit Florida corporation in 1998 and is charged with (1) investing and managing an endowment fund including the proceeds from a non-ad valorem special assessment district and (2) the operations of the system.

- Phase I of the TECO Line Streetcar System opened for operations on October 19, 2002.
- Phase IIa of the TECO Line Streetcar System opened for operations on December 19, 2010.

HART is currently under contract with THS to operate and maintain the TECO Line Streetcar System ~~(Phase I)~~. The system is operated and maintained by HART in a cost-effective manner for the following reasons:

- HART knows and understands the goals and objectives of the project;
- HART was a major participant in the design of the system and the vehicles, and has a keen understanding of how the system functions;
- As the local transit agency, HART draws on its staff for support services, which enables HART to provide cost efficient service; and finally,
- HART has sovereign immunity, which reduces liability insurance requirements.

This Operating and Maintenance Plan outlines how HART operates and maintains the TECO Line Streetcar System under contract to Tampa Historic Streetcar, Inc. The plan is consistent with the requirements of the interlocal agreement between HART and the City of Tampa; the Tri-Party Agreement among the City of Tampa, HART and THS; and the Tampa Historic Streetcar, Inc. Business Plan and is attached as an Exhibit to the Operator's Agreement between HART and THS.

### SYSTEM DESCRIPTION

The TECO Line Streetcar System is a conventional electric rail transit system approximately 2.7 miles in length, which was constructed in two phases as illustrated in the system map below. The System is designed to function as a single-track, bi-directional system with passing tracks to permit the meeting and passing of vehicles traveling in opposite directions. Streetcars

operate by line of sight with one direction having right-of-way over the other. Streetcars traveling in the opposite direction must pull into designated passing tracks, depending on the number of vehicles in operation. The streetcar tracks do not share vehicle travel lanes, and are separated from traffic by low barriers, warning signs, pavement striping, or landscaping. At signalized intersections, a separate signal linked to the traffic control system for the streetcar motormen/conductors reduce the need for the motorman/conductor to watch the traffic control device. It is also important to note that Phase I of the system, with the exception of Ybor Station and the Dick Greco Plaza Transportation Center, was constructed under a contract with the City of Tampa and is located on City of Tampa owned or controlled right-of-way. Phase IIa of the system was constructed by HART on City of Tampa owned or controlled right-of-way, except for that portion of the passing track which lies on the HART controlled easement between Brorein Street and Cumberland Avenue.

~~The first phase of the TECO Line Streetcar System operates over a 2.4 mile route that begins just north of the Southern Transportation Plaza at the intersection of Franklin Street and St. Pete Times Forum Drive, runs eastward along the north side of St. Pete Times Forum Drive to Channelside Drive, thence along Channelside Drive to 13th Street, following the alignment of 13th Street across the CSX Railroad to 8th Avenue in Ybor City, where the alignment turns east along the north side of 8th Avenue to 20th Street. The line is strategically located to provide convenient front door service between the Ybor City Historic District, hotels, the Tampa Convention Center, major entertainment venues, multiple cruise terminals, the St. Pete Times Forum, the Florida Aquarium, parking facilities, and residences. The system enables visitors and citizens to move safely and efficiently from one place to another without the need for an automobile.~~

~~Phase I is designed to function as a single track bi-directional line with six (6) passing tracks. This configuration provides the flexibility needed to enable the operation of the nine (9) replica double track streetcars, one (1) breezer style streetcar, and the single truck "Birney" streetcar restored by the Tampa & Ybor City Street Railway Society simultaneously.~~

~~The system has ten (10) stations each of which include a covered waiting area; a specially designed high block and bridge mechanism to comply with guidelines established by the Americans with Disabilities Act (ADA); enhanced lighting; and patron amenities such as benches, trash receptacles, and information kiosks. This includes the intermodal facility known as the Southern Transportation Plaza (STP) located in front of the Tampa Convention Center at the western terminus of the current streetcar alignment. STP Plaza includes a covered shelter, bus bays for both transit and charter buses, and a taxi queuing area. Ybor Station serves as the system yard and maintenance facility and was constructed on the block bound by 13th Street, 7th Avenue, Nuccio Parkway, and 6th Avenue in Ybor City to support the operation of the system.~~

~~Phase IIIa, is a .3 mile length of single track bi-directional line, which will connectconnects the Phase I west terminus at Southern Transportation Plaza to the core of downtown Tampa, is currently in at the planning phase. A Requestintersection of Whiting Street and Franklin Street opened for Proposals for the Environmental Assessment for Phase II was released and awarded by the HART Board in Directors. The report is due in early 2007operations on November \_\_\_\_\_, 2010.~~

## OPERATION

The TECO Line Streetcar System's operating days, hours, and service frequency are approved annually and documented as part of the annual operations budget.

Operation is governed by line-of-sight and "hard meets" because the vehicles must meet at designated sidings depending on how many vehicles are in operation. The Base Service level requested by the Tampa Historic Streetcar, Inc. (THS) requires the use of the number of streetcars set forth in the approved annual Operation Budget.

Service provided above the Base Service level is classified as Extra Service or Special Service.

Extra Service requires the addition of vehicles to enhance service frequency or to extend the hours of service as required by ridership demand. The ~~rate~~ amount charged by HART for Extra Service is not included in the ~~cost of overhead.~~ Annual Operations Budget and requires prior approval by the THS Board.

Special Service includes organized, purchased trips by groups, individuals, or special events, consistent with Federal Transit Administration (FTA) charter regulations. ~~This purchased service will be marketed by THS with a one hour minimum requirement at a rate set~~ The amount charged by HART for Special Service is not included in the Annual Operations Budget and requires prior approval by the THS Board.

#### RUNNING TIME AND AVERAGE OPERATING SPEED

The average operating speed of the streetcar is 6.5 miles per hour with a one-way running time of about 22 minutes. Slower speeds may be experienced during peak traffic periods, lengthening one-way running time to around 25 minutes. ~~The speed and running time were originally developed using a computerized model of the system. This same model was used to identify the location of all passing tracks during the design of the system.~~

#### FLEET SIZE AND COMPETITION

Nine (9) replica streetcars were purchased from Gomaco Trolley Company of Ida Grove, Iowa. HART developed the design, which resembles the double-truck Birney cars that operated on Tampa streets until service was abandoned in 1946, ~~when service was abandoned.~~ These cars are used to provide regular service. In addition, an open air breezer car, also purchased from Gomaco. and an An original single-truck Tampa Birney car, Number 163, owned and restored by Tampa & Ybor City Street Railway Society (TYCSRS), have been put into service. A separate contract between TYCSRS and HART establishes the conditions by which the TYCSRS car is used during special events.

#### MAINTENANCE CONCEPTS

HART's maintenance plan is designed to provide a clean, safe, reliable, and cost-effective ~~concept is a simple one — to provide the cleanest, safest possible environment for patrons of the streetcar system.~~ To do so requires continuous monitoring and evolving processes. The concept details are outlined in Section 3 4 titled "Maintenance Plan ~~Policies.~~"

#### FARE STRUCTURE

THS Board establishes the fare structure for the streetcar system. Below is the current fare structure as approved by the THS Board of Directors that is in place as of the writing of this Plan. ~~The fare structure includes an all-day unlimited ride, 10-day, 20-day, and unlimited ride monthly passes. THS and HART established a 3-day streetcar pass for visitor use that could be sold at a reduced rate to the Tampa Bay Convention and Visitors Bureau for distribution or resale through THS pre-approved outlets such as major hotels and the Tampa Convention Center.~~ HART retains all revenue from the sale of streetcar fare instruments and credits THS for all revenue from the sale of streetcar-only fare instruments.

~~Effective October 2, 2005, the THS Board of Directors raised one-ride cash fares from \$1.50 (regular cash fare) and 75¢ (discount cash fare) to \$2.00 and \$1.00. A one-day unlimited ride pass is also available for \$4.00 and a discount pass for \$2.00.~~

**Streetcar Fare Structure**

**Effective October 5, 2008**

<b>Cash Fares</b>	
One-Way Cash Fare	\$2.50
One-Way Cash Discount Fare*	\$1.25
<b>Fare Cards</b>	
1-Day Unlimited Ride	\$5.00
1-Day Discount Unlimited Ride*	\$2.50
20-Ride Streetcar Assessment Member	\$25.00
Annual Unlimited Ride	\$200.00
* Seniors, 65 years and older; Youth, 5 - 17 years; People with disabilities; and Medicare cardholders.	
<b>SERVICE CHANGES</b>	
• Service will operate every 20 minutes from 3:00 p.m. - 10:00 p.m.	

**Effective November 15, 2010**

The THS Board introduced a Family Pass, which allows one adult and four children or two adults and three children to ride all day for one low fare.

Family Discount Pass	\$12.50
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**ORGANIZATION AND STAFFING**

A breakdown of the HART staff positions which are dedicated to the core operation and maintenance of the streetcar system shall be set forth each year in the Annual Operations Budget in accordance with service levels as approved by the THS Board of Directors. ~~A Manager of Streetcar Operations and a core operations and maintenance workforce are dedicated to the Streetcar Division.~~

~~Staff from various departments within HART also support the streetcar system as needed.~~ The Chief Executive Officer ~~Director~~ of HART provides overall policy direction assistance to the Tampa Historic Streetcar, Inc. (THS) Board of Directors and is responsible for all streetcar division employees. The THS Board is provided administrative supported by HART administrative staff ~~an Administrative Assistant~~. The Chief General Manager of Operations provides assistance in as it relates to day-to-day service delivery, ~~maintenance~~, training, and employee supervision. The Safety and Security Officer is instrumental in maintaining safety and security for the system. The Training Department delivers operational testing and training programs. The Chief of Maintenance and Facilities manages all functions for the streetcar stations, OCS, and right-of-way. Staff from various HART departments also support the streetcar system ~~Additional support staff is provided~~ on a work order basis. The rate charged for support staff does not include administrative overhead, and is limited to the hourly wage rate and benefits. ~~An organizational chart for HART staff is shown on Exhibit 2.~~

**OPERATING COSTS**

As described in Section 5, each year HART will propose an annual line item budget to THS to provide Base Service in the upcoming fiscal year. The proposed budget must be approved by the HART Board of Directors, the City of Tampa and THS. Once approved, HART will convert this into an hourly rate per hour for Base, ~~Extra and Special and Extra Service~~ (both in

and outside of normal operating hours). This rate will be the basis for monthly invoices provided by HART to THS. Fare box, grant or other revenues approved for the operating budget will be deducted from the monthly invoices. Any change to the fare structure approved by THS will also be reflected in the annual budget.

## **2. STREETCAR SYSTEM DESCRIPTION**

~~The TECO Line Streetcar System is a conventional electric rail transit system approximately 2.47 miles in length. The initial segment is designed to function as a single track, bi-directional system with passing tracks to permit the meeting and passing of vehicles traveling in opposite directions. Streetcars operate by line of sight with one direction having right of way over the other. Streetcars traveling in the opposite direction must pull into designated passing tracks, depending on the number of vehicles in operation. The streetcar tracks do not share vehicle travel lanes, and are separated from traffic by low barriers, warning signs, pavement striping, or landscaping. At signalized intersections, a separate signal linked to the traffic control system for the streetcar motormen/conductors reduce the need for the motorman/conductor to watch the traffic control device. The initial segment is designed to accommodate extensions on either end. It is also important to note that Phase I of the system, with the exception of Ybor Station and the Southern Transportation Plaza has been constructed under a contract with the City of Tampa and is located on City of Tampa owned or controlled right of way.~~

Phase I of the TECO Line Streetcar System operates over a 2.4-mile route that begins just north of the Dick Greco Plaza Transportation Center at the intersection of Franklin Street and Old Water Street, runs eastward along the north side of Old Water Street to Channelside Drive, thence along Channelside Drive to 13th Street, following the alignment of 13th Street across the CSX Railroad to 8th Avenue in Ybor City, where the alignment turns east along the north side of 8th Avenue to 20th Street. The line is strategically located to provide convenient service between the Ybor City Historic District, hotels, the Tampa Convention Center, major entertainment venues, multiple cruise terminals, the St. Pete Times Forum, the Florida Aquarium, parking facilities, and residences. The system enables visitors and citizens to move safely and efficiently from one place to another without the need for an automobile.

Phase I is designed to function as a single-track bi-directional line with six (6) passing tracks. This configuration provides the flexibility needed to enable the operation of the nine (9) replica double-truck streetcars, one (1) breezer style streetcar, and the single-truck "Birney" streetcar restored by the Tampa & Ybor City Street Railway Society simultaneously.

Phase IIa of the TECO Line Streetcar System is a 0.3 mile extension that connects at the west terminus of Phase I. Phase IIa runs along the east side of Franklin Street from Dick Greco Transportation Plaza, just south of Channelside Drive, to a new terminus south of Whiting Street in downtown Tampa. A passing track between Brorein Street and Cumberland Drive was included in the extension to allow for passing, as well as storage and staging for streetcars during events with large ridership.

The system has eleven (11) stations each of which include a covered waiting area; a specially designed high block and bridge mechanism to comply with guidelines established by the Americans with Disabilities Act (ADA); enhanced lighting; and patron amenities such as benches, trash receptacles, and information kiosks. This includes the intermodal facility known as the Dick Greco Plaza Transportation Center located in front of the Tampa Convention Center at the western terminus of the current streetcar alignment. The Plaza includes a covered shelter, bus bays for both transit and charter

buses, and a taxi queuing area. Ybor Station serves as the system yard and maintenance facility and was constructed on the block bound by 13th Street, 7th Avenue, Nuccio Parkway, and 6th Avenue in Ybor City to support the operation of the system.

## ALIGNMENT

~~The first Phase I of the~~ The 2.7 mile TECO Line Streetcar System has ~~operates over a 2.4-mile long route (illustrated in Exhibit 1) that begins just north of the Southern Transportation Plaza at the intersection of Franklin Street and St. Pete Times Forum Drive, runs eastward along the north side of St. Pete Times Forum Drive to Channelside Drive, thence east and north adjacent to Channelside Drive to 13th Street, following the alignment of 13th Street across the CSX Railroad to 8th Avenue in Ybor City, where the alignment turns east along the north side of 8th Avenue to 20th Street.~~ Six-seven (7) passing tracks allow vehicles traveling in opposite directions to meet and pass. Passing tracks are located at:

- Franklin Street between Cumberland Avenue and Brorein Street
- ~~St. Pete Times Forum Drive~~ Old Water Street between Franklin Street and Morgan Street
- Channelside Drive in front of the Channelside at Garrison entertainment complex
- Channelside Drive between York and Harbor Streets
- Channelside Drive between Adamo Drive and 2<sup>nd</sup> Avenue
- 13<sup>th</sup> Street between 6<sup>th</sup> and 8<sup>th</sup> Avenues in Ybor City
- 8<sup>th</sup> Avenue between 16<sup>th</sup> and 17<sup>th</sup> Streets

Each of the passing tracks can accommodate at least two streetcars traveling in each direction. In addition, two of the passing track locations (~~St. Pete Times Forum Drive Old Water Street~~ between Franklin Street and Morgan Street and Channelside Drive between York Street and Harbor Street) have capacity to accommodate the entire fleet if necessary. Another key feature of the alignment is an at-grade crossing of the CSX Railroad's Tampa Terminal Subdivision located near the old alignment of 13<sup>th</sup> Street and 5<sup>th</sup> Avenue in Ybor City. This crossing is a rail-to-rail diamond protected by signals that CSX trains, Amtrak, and streetcars activate. However, because the CSX freight trains travel at a higher speed than the streetcars and require a longer distance to stop, the point at which the CSX trains will activate the signals is considerably farther from the crossing than for the streetcar system. As a result, the CSX trains receive preference at the crossing, which greatly reduces the accident potential at this location.

## STATION STOPS

The locations of the TECO Line Streetcar System's eleven (11) ~~ten (10)~~ station stops are illustrated in the map below ~~Exhibit 1. However, two additional stops have been identified for construction along Phase I in the future: one is to be located on the south side of Adamo Drive, and the other is north of the CSX crossing on property owned by Curts, Gaines & Hall. Initial stops~~ Stations are located at:

- Franklin Street and Whiting Street (Whiting Station)
- Franklin Street and ~~St. Pete Times Forum Drive~~ Old Water Street (~~Southern Transportation Plaza~~ Dick Greco Plaza Transportation Center);
- ~~St. Pete Times Forum Drive~~ Old Water Street and Morgan Street (HSBC Station);
- Channelside and Beneficial Drives (Tampa Tribune Station);

- Channelside Drive and the Florida Aquarium;
- Channelside Drive and York Street;
- Channelside Drive and Kennedy (Port Authority Station);
- 13<sup>th</sup> Street and 8<sup>th</sup> Avenue (Cadrecha Plaza Station);
- 8<sup>th</sup> Avenue between Republica de Cuba and 15<sup>th</sup> Street (Tampa & Ybor City Street Railway Society Station);
- 8<sup>th</sup> Avenue between 16<sup>th</sup> and 17<sup>th</sup> Streets (Tampa Bay Federal Credit Union Station); and
- 8<sup>th</sup> Avenue at 20<sup>th</sup> Street.

Each station stop includes a low-level platform for general boarding and a high-block platform for access by both a ramp and stairs for persons with disabilities. A bridge plate mounted to the high-block is lowered into the streetcar to facilitate access to the vehicle. When not in use, the bridge plate is locked in the up or vertical position. General boarding is accomplished from the low-level platforms where persons board via the front door and alight via the rear door.

In addition, each station stop has a canopy to provide protection from the sun and inclement weather, benches, trash receptacles, lighting, and a two-sided backlit information kiosk. One side of the kiosk has a system map with a venue key and schedule information; the other a station-specific map with a venue key. Stations throughout the system, although sharing features and amenities, reflect the design characteristics of the district in which they are located: the Channel District stations appear different from those in Ybor City, though each is functionally consistent.

EXHIBIT 1

TECO LINE STREETCAR SYSTEM MAP



## TRACTION POWER SYSTEM

Power to operate the system is provided by two 1½-megawatt substations that convert commercial alternating current (ac) provided by Tampa Electric Company (TECO) to 600 volts of direct current (dc). Each substation has sufficient capacity to operate the system independently. In order to ensure that the system continues to function should one of the substations fail each substation is supplied power from a different TECO grid. Unless there is a complete power failure, the system is able to function. From the substations, the power is distributed to the vehicles via overhead wires supported by poles with cantilever arms. Poles extending from the vehicles make contact with the wire to provide power to the vehicles.

## YBOR STATION, MAINTENANCE YARD, AND OPERATIONS FACILITY

Constructed by HART, Ybor Station houses the yard, maintenance and operations facility for the streetcar system. The site is located in Ybor City on the block owned by the City of Tampa and leased by HART, which is bound by 6th Avenue to the south, 13th Street on the east, 7th Avenue to the north, and Nuccio Parkway on the west. The first phase has sufficient capacity to accommodate the storage and maintenance of up to twelve (12) streetcars. In addition to the yard and the building to support maintenance and operation of the system, the site includes a small park and pedestrian improvements. ~~The facility will have additional phases as funding is made available. Future improvements to Ybor Station include finishing~~ The third floor of this facility to accommodate the relocation of HART's executive offices.

The facility includes offices, locker rooms, restroom facilities, storage, an automatic vehicle wash system, two work pits, hydraulic jacks and equipment to maintain the fleet. HART has provided all of the specialized equipment needed to clean and maintain the vehicles. Heavy repairs such as collision damage are contracted out. HART purchased a trailer to transport the vehicles to HART's 21st Avenue bus facility for repairs that can be performed by the agency when necessary. HART's ability to do this eliminates the need for the purchase of additional expensive equipment and construction of a paint and body shop within the streetcar facility. HART provides tools, office furniture, lockers, telephones, radio equipment, fare collection equipment, and computer equipment.

## ~~SOUTHERN TRANSPORTATION PLAZA~~ DICK GRECO PLAZA TRANSPORTATION CENTER

The ~~Southern Transportation Plaza~~ Dick Greco Plaza Transportation Center is an intermodal facility that provides access and connection between pedestrians, the streetcar system, HART buses (the ~~Uptown/Downtown Connector~~ In Town Trolley – Downtown and the In Town Trolley – Hyde Park), tour buses, and taxis. The facility site is located on the southern half of the block (approximately) bound by ~~St. Pete Times Forum Drive~~ Old Water Street to the south, Florida Avenue on the east, Channelside Drive to the north, and Franklin Street on the west and is directly in front of the Tampa Convention Center. The streetcar alignment approaches the site from the south-southeast and crosses the site diagonally to allow for the later extension of the system north into the core of the Central Business District (CBD). The design of this station stop differs from the other nine station stops in a number of ways. It is much larger due to the location and planned usage and it includes bus bays and a taxi queuing area, extensive landscaping, pedestrian pathways, and space for vendors. HART owns the site and may plan

for the joint development of the site in order to generate revenue for on-going transit operations.

## VEHICLES

HART owns nine (9) historic replica streetcars for the system. Designed to HART's specifications, the cars closely resemble the double-truck Birney cars operated in Tampa during the heyday of streetcar service. Each vehicle is approximately 46 feet long and 8 feet 6 inches wide. The vehicles are steel-framed with double four-wheeled trucks and four 25-hp GE traction motors mounted on Peter Witt-style trucks from ATM of Milan, Italy. The streetcars operate on 600 volts of direct current provided by an overhead power distribution system. Each vehicle weighs approximately 48,000 pounds and has a maximum operating speed of 30 mph. The capacity of each vehicle is 44 seated, with space for 40 standing passengers. Key features of the vehicle include:

- All-steel unibody-welded construction;
- Color coordinated non-slip vinyl flooring;
- An interior finished in oak paneling;
- Oak and cherry wood flip seats;
- Electrically-operated doors with a sensing edge to prevent passengers from being trapped in the doors;
- Air conditioning with insulation and special glass to support the air conditioning system;
- An inverter to convert the 600 volt dc current to 220 volt ac current for the air conditioning, 110 volt ac for lighting, and both 12 and 24 volt dc for the operation of other onboard systems including emergency power;
- An operator's compartment at each end of the vehicle, including controls;
- An electronic fare box at each end capable of accepting cash, tokens and magnetic encoded cards;
- A public announcement system with eight speakers per vehicle;
- Areas for interior advertising cards and holders for information;
- Areas for two small video screens for advertising, transit and public information;
- An automated next-stop announcement system using prerecorded next-stop information for vision impaired patrons;
- Digital information displays on each end of the vehicle to provide next-stop information for hearing impaired patrons; and
- Area at both ends of the vehicle for up to two wheelchairs that can also be used for patrons with bicycles.

~~Each vehicle came with a three-year manufacturer's warranty.~~

HART also purchased an open air breezer streetcar originally built by Gomaco in ~~1976~~ 1984. It is used when weather permits and requires a motorman and a conductor to operate.

### 3. OPERATING POLICIES

This section provides the detail of how HART provides streetcar system service and how it relates to the budget. In addition to staff support for the system, HART provides support vehicles, radios, fare collection and revenue counting equipment, and all tools and equipment necessary to support the operation and maintenance of the streetcar system.

#### SERVICE POLICY

Three types of service have been identified by the THS Board. Each is defined and discussed below.

**Base Service** – Base Service is defined as the day-to-day service frequency and hours of operation. The approved Annual Operations Budget defines the service frequency and hours of operation for basic service as approved by the THS Board.

The Base Service level is the basis for the Annual Operations Budget. All anticipated functions, manpower needs, and direct and indirect costs in the budget are based on this service level.

**Extra Service** – Extra service is defined as service that exceeds the Base Service level. Extra Service includes the use of additional vehicles to provide more capacity or increase service frequency to less than every 15 minutes; or additional hours of service, either starting earlier or operating later than required to provide Base Service; or a combination of the two. The rate for this service within the Base Service hours and the rate for Extra Service outside of the Base Service hours are recalculated annually and approved as part of the Annual Operating Operations Budget.

~~HART has been~~Extra Service shall be undertaken only when authorized ~~by THS to run extra service for overcrowding at all times. If the extra service will require motormen/conductors to be scheduled~~ in advance, ~~HART is required to get authorization from~~ by the THS Board. Extra service is reported to the THS Board on a monthly basis.

**Special Service** – Special service is defined as third-party sponsored service. Requests for service are made to HART; THS sets the rate for the service and receives payment. HART reports to the THS Board the number of streetcars used for the service, the length of the service, and the number of riders. The ability to provide service is dependent on the availability of vehicles. HART bills THS for Special Service at the fully allocated service rate (as required by the FTA for Charter Service) times the number of hours with a one – hour minimum. In addition to HART’s annually calculated cost to provide this service, THS adds a small profit. Special Service shall be undertaken only when authorized in advance by the THS Board, and as permitted by applicable regulations including those promulgated by the FTA.

#### RUNNING TIME

The running time is the time required to travel from one end of the system to the other and is determined by using a computerized model based on a number of assumptions. Assumptions include: the rate of vehicle acceleration and deceleration, maximum vehicle speed, length of the

route, distance between stations, station dwell time, and delays anticipated at intersections. As verified by actual running time, the average running time is approximately 22 minutes. This time may vary depending on the number of vehicles in operation and other factors.

### OPERATING SPEED

Operating speed is defined in two ways: maximum operating speed and average operating speed. The maximum operating speed is 30 mph. The average operating speed is the average speed the vehicle travels over the entire length of the line and is a function of time and distance. The average operating speed for the TECO Line System is 6.5 mph based on a running time of ~~22~~ minutes or ~~.37~~ hours and a distance of 2.47 miles, the length of the line.

### VEHICLE AND SYSTEM CAPACITY

Each vehicle is designed to accommodate up to 84 passengers (44 seated and 40 standing). The system will permit up to 7.5-minute headways with up to eight (8) vehicles, or a vehicle in each direction every 7.5 minutes. Headways of every 30 minutes are possible with two vehicles, 20 minutes with three vehicles, 15 minutes with four vehicles, and 10 to 12 minutes with six vehicles. In addition, should there be a need to operate additional vehicles in Special Service; each siding has sufficient capacity for at least two streetcars at the same time.

### OPERATIONS AND STAFFING

~~The operations staff dedicated to execute assignments for the streetcar system consists of a full-time Manager of day to day operations and the motormen/conductors and maintenance staff. The Executive Director and General Manager of Operations provide policy direction.~~ A breakdown of the HART staff positions which are dedicated to the core operation and maintenance of the streetcar system shall be set forth each year in the Annual Operations Budget in accordance with service levels as approved by the THS Board of Directors. [WHERE IS IT FOR FISCAL YEAR 2012?]

**Management Positions** – The Assistant Manager of Streetcar Services and the Streetcar Maintenance Supervisor are ~~two assistant superintendents will~~ be responsible for operations and maintenance of the streetcar.

**Motormen/Conductors** – Four classifications of motormen/conductors were created for the system. All motormen/conductors go through the same selection and training process, and are subject to the same federally mandated requirements for drug and alcohol testing. All classifications are required to have a Commercial Driver's License (CDL). The four operator classifications are Motorman/Conductor General, Full-time Motorman/Conductor, Part-time A Motorman/Conductor, and a Part-time B Motorman/Conductor.

**Motorman/Conductor Generals** – The Motorman/Conductor General position is a lead operator position. The Motorman/Conductor General is on duty 30 minutes before service begins, throughout the service period and following the end of the operating day. The Motorman/Conductor General is responsible for the motormen/conductors' pre-check process and making sure they depart the operations and maintenance facility on time; making key decisions during the operating day; and ensuring that the

motormen/conductors go through the post-operating checklist at the end of their operating day. The Motorman/Conductor General will also be responsible for assisting in the training of new motormen/conductors. Four Motormen/conductors have been trained as Motorman/Conductor Generals to provide sufficient staffing for the Base Service level and coverage for vacations and sick days.

**Full-time Motormen/Conductors** – A Full-time Motorman/Conductor is an operator who has bid on a specific schedule to operate. A full-time motorman/conductor is expected to work 40 hours or more per week.

**Part-time A Motormen/Conductors** – A Part-time A Motorman/Conductor is an operator that works between 16 and 35 hours per week. Part-time A motormen/conductors fill in during lunch breaks, vacations, short shifts, weekends, and for Extra and Special Service.

~~**Volunteers Corps** – These are unpaid positions. Their function is to provide tours and information to the riders on the vehicles and at the stations. They may also provide tours of the maintenance facility, man a museum, or make speeches to groups.~~

**Selection and Training** – All motormen/conductors go through a rigorous selection and training process regardless of the classification and are subject to physical examinations and drug and alcohol testing.

**Selection** – Motormen/Conductors are selected based on their past work record, which includes safety and reliability, their physical ability to perform the work, and their communication and interpersonal skills. HART's existing motormen/conductors and bus system employees have selection preference for some of the positions.

**Training** – Classroom training includes operating procedures, operating rules, customer service and relations, and sensitivity training. The vehicle operation training ensures familiarity with the vehicle, and includes learning to operate the vehicle, running the schedule under all circumstances that might occur, and staging incidents that might involve fire and rescue as required as a part of system safety certification plan.

Each motorman/conductor receives a weekly briefing on upcoming events and activities occurring along the corridor and the broader service area. Each operator is required to pass a physical and to be re-certified on the operating rules and procedures annually.

**Training Program Development** – Training programs have been developed and delivered by HART's Training Department and will be further refined for the motormen/conductors and the various maintenance employees that support the system.

**Motorman/Conductor Training** – The operator/conductor training program consists of both classroom and field training. All of the operator/conductors, regardless of their classification, will be required to complete four weeks of classroom training that includes operating procedures, operating safety rules, instruction on the use of the interlocking with CSX, and communications.

The field training portion of the program will provide hands-on instruction on the operation of the vehicles, problem troubleshooting, use of the ADA bridge mechanism, grade crossing interaction, the use of the on-board communications equipment, braking and acceleration, scheduling, operation of the interlocking with CSX, safety, and emergency situations. This four-week program will be developed to address requirements in the approved State System Safety Program Plan (SSPP) and the System Safety and Emergency Preparedness Plan (SSEPP). Field training can be provided by experienced Motormen/Conductor Generals selected as qualified trainers.

**Maintenance Training** – Separate programs have been developed for maintenance of the vehicles, facilities and the ~~line~~-right of way.

**Vehicle Maintenance Training** – The vehicle maintenance program will be is designed to provide ~~two weeks of~~ classroom training and ~~two weeks of~~ hands-on training. Classroom training will consists of vehicle systems such as air conditioning, hydraulic and electrical systems; vehicle construction; ~~problem~~-trouble shooting; safety; inspection requirements; and record keeping. The ~~two weeks of~~ hands-on training ~~will~~ consists of vehicle inspection ~~and familiarity~~, safety, staged trouble shooting exercises, system checks on all of the vehicles, and operation of the vehicles.

**Facilities Maintenance Training** – The facilities maintenance program ~~will be~~ is designed to provide ~~one week of~~ classroom training and ~~one week of~~ field training. Classroom training will consist of familiarity with the design, and the function of systems and equipment for Ybor Station and the station stops; safety; operation, inspection, lubrication, adjustment, and repair of switches; pre-startup inspection procedures; and inspection records requirements. Field training ~~will~~ consists of actual inspections of switches and ADA bridge mechanisms, safety, lubrication and adjustments to switches, ~~preparing sample reports~~.

**Line Maintenance Training** – The line maintenance program ~~will consist of one week of training. The program will~~ includes a combination of classroom and field training that covers inspection procedures, maintenance requirements, schedules, reporting, safety, and public interaction.

All ~~operator~~ motormen/conductors must also go through refresher training and be re-qualified annually to operate in revenue service. Maintenance workers who move streetcars must also be trained and certified to operate the streetcars.

In addition to staff support for the system, HART provides support vehicles, radios, fare collection and revenue counting equipment, and all tools and equipment necessary to support the operation and maintenance of the streetcar system.

**Motorman/Conductor Uniforms** – Uniforms are provided for each motorman/conductor. All motormen/conductors wear a special hat similar to those provided by the Tampa & Ybor City Street Railway Society.

**The THS, Inc. Volunteers Corps** – this group consists of community volunteers (unpaid positions) whose function is to provide tours and information to the riders on the vehicles and at the stations. They may also provide tours of the maintenance facility, museum, or speak to

groups about the streetcar system. HART is not responsible for coordinating the THS Inc. Volunteer Corps or providing tours of streetcar facilities.

## COMMUNICATIONS

Communications, which include radio and onboard sources, are an important element of this system.

**Radio** – HART has provided a streetcar radio frequency to enable motormen/conductors to communicate with HART's ~~dispatcher~~ Rail Dispatch and other streetcar motormen/conductors. Motormen/conductors notify ~~the dispatcher~~ Rail Dispatch of an incident or situation that requires assistance. The open channel allows all the motormen/conductors to hear all conversations between the motormen/conductors and the dispatcher. For example, if a motorman/conductor knows that a disabled person is deboarding at the next stop, the motorman/conductor must announce the vehicle's location and that an ADA stop is about to be made. This is an indication to all motormen/conductors to slow down so that they are not waiting at the meet point for an extended period of time. All of the vehicles have been pre-wired for either a radio or a charging station for a handheld radio at each end of the vehicle.

**Onboard** – Onboard communications consist of a public announcement (PA) system, an automated next-stop announcement for the visually impaired, and a digital next-stop display for the hearing impaired. HART continues to work with THS on a proposal to install video advertising.

**Public Address ~~PA~~ System** – HART provided a Public Address ~~PA~~ system on all regular service vehicles. The motormen/conductors make announcements to direct the patrons using the system. Microphones have been provided at both ends of the vehicles and microphone jacks have been installed in the middle of the vehicle for use during tours.

**Automated Next-Stop Announcement System** – Each vehicle includes an automated voice announcement system activated by the operator. HART provided professionally prepared prerecorded next-stop information that includes information about venues in close proximity to the station stop. Announcements are in English and Spanish.

**Digital Next-Stop Display** – Each vehicle includes a digital next-stop display on both ends of the vehicle. The display is pre-programmed and displays next-stop information for the hearing impaired when activated by the operator.

## ADA BOARDINGS

The station stops and vehicles have been designed to load disabled customers via a high-block platform and a bridge mechanism. The high-block platform is accessed via ramp. When a motorman/conductor notices or is made aware that a customer requires the use of the bridge mechanism, the motorman/conductor announces on open radio the location and direction of the vehicle and that an ADA stop will be made. Once the motorman/conductor has stopped at the high-block platform, the motorman/conductor opens the appropriate rear door and advises all departing passengers to deboard via the open rear door. After closing the rear door, the motorman/conductor opens the forward door and unlocks the bridge mechanism, adjusting the

mechanism so that it will lower between the open doors. The motorman/conductor then lowers the bridge mechanism and loads or unloads the customer.

Once the customer is onboard, the motorman/conductor secures the wheelchair in place. Each vehicle has four designated wheelchair securement locations (two at each end of the vehicle), complete with securement devices and a stop request button so that the patron can notify the motorman/conductor when they are ready to leave the vehicle. Prior to raising the bridge mechanism, the motorman/conductor loads all waiting passengers over the bridge mechanism. Once all waiting passengers have been loaded, the motorman/conductor raises and locks the bridge mechanism in place prior to departing for the next station.

HART has purchased a portable ADA ramp to use with the streetcars. When a temporary station is erected for an event, the ramp can be used to make the temporary stop ADA compliant.

### GRADE CROSSINGS

The streetcar system is designed to function like a bus on a guideway. Thus, the motorman/conductor abides by vehicular traffic signs and signals. To enhance grade crossing safety, an Opticom system by 3M is incorporated into the design of the streetcar system. Transmitters on the vehicles send a signal to a receiver at intersections, activating flashing lights located at all cross streets. In addition, at all signalized intersections the Opticom system will interact with the traffic control devices. A separate streetcar signal linked to the traffic control device reduces the need for the motorman/conductor to have to watch the traffic control device.

### CSX CROSSING AND CROSSING PROTOCOLS

CSX Transportation installed a fully signalized interlocking to control the traffic flow across its Tampa Terminal Subdivision near the intersection of old 13th Street and between 4th and 5th Avenues. The operational procedures governing this crossing were approved by the Federal Railroad Administration (FRA) pursuant to a petition from HART for a waiver of FRA regulations. All of the motormen/conductors and designated streetcar management staff are required to take a course and test on CSX Operating Rules related to interlocking usage. In the event of interlocking failure, instructions on how to cross the CSX track are posted at the interlocking.

The evolution of procedures for crossing the CSX interlocking is also subject to FRA approval for specific time periods. As this evolution continues, HART will update the Operations Rules and Procedures Manual to address the new protocols and FRA waiver renewals.

### SAFETY AND SECURITY

Federal and State law require safety and security plans be in place for the operation of the system. HART periodically updates the System Safety Program Plan (SSPP) and the ~~Security~~ System Safety and Emergency Preparedness ~~Program~~ Plan (SSEPP) ~~periodically~~ and submits it to the Florida Department of Transportation (FDOT) for approval. The approved System Safety Program Plan will replace earlier versions and be provided to the City of Tampa and THS. In addition, the system must go through annual safety self-audits as well as a safety

compliance review every three years. These will be completed by HART and presented to the THS Board—on an annual basis with the commencement of each fiscal year of THS.

HART has anticipated that there will be times when security may be needed and has included a line item in the Annual Operations Budget for security. Specifically, HART will retain off duty police officers as necessary.

#### EMERGENCY OPERATION

Emergency operations include accidents, a loss of power, natural disasters or any event that interrupts service. HART maintains a System Security and Emergency Preparedness Plan (SSEPP) that addresses all of these types of events. The ~~Plan~~SSEPP includes a Crisis Management section prepared by HART's Public Relations Department to help assure the timely, orderly flow of information to the community during a natural disaster or other situations. For example, in the event there is a loss of power to the system, HART will provide buses to deliver service along the route for the same hourly rate as Basic Service.

#### 4. ~~MAINTENANCE POLICIES PLAN~~

This section provides the detail for achieving HART's maintenance concept – to provide the cleanest, safest possible environment for patrons of the streetcar system – and how it relates to the Annual Operations Budget.

#### MAINTENANCE STAFFING

HART assigns management and supervisory staff as needed to the streetcar system. ~~The Superintendent~~ Management has a strong background in the light rail maintenance field. ~~The staff to support the maintenance of the system falls into three categories and is outlined in the fiscal year 2004 HART budgets.~~

**Vehicle Maintenance** – HART has qualified ~~trained~~ mechanics ~~to work on the streetcars. Two will be classified Mechanic A and two will be classified Mechanic B. One mechanic from each classification is designated for maintenance of on the streetcar vehicles. The other two continue to work at the bus facility and are used for streetcar maintenance on a work order basis.~~—In addition to the mechanics, HART ~~will provides up to four~~ designated service attendants to clean and service the vehicles. ~~Based on need, attendants from the bus system are used on a work order basis.~~

**Facilities Maintenance** —~~A facilities maintenance technician makes repairs to facilities.~~ HART dedicates ~~d one~~ full-time facilities maintenance technicians to the streetcar system. ~~Additional staff support is furnished on a work order basis as needed from present HART maintenance staff.~~—Assignments performed ~~by this employee~~ include the inspection of switches, overhead traction power distribution system, ADA bridge mechanisms, and maintenance of Ybor Station.

**Line Maintenance** – Route maintenance attendants are responsible for the complete cleaning of the stations before the start of service each day, throughout the service period, and for light maintenance of the stations. ~~HART has dedicated three route maintenance attendants to the~~

~~system. Additional staff support needed to perform this function is made available on a work order basis from existing HART maintenance staff.~~

## SYSTEM MAINTENANCE

This section outlines the level to which the various facilities that comprise the streetcar system are maintained and ~~who~~ which entity maintains them these facilities. As a project system built by HART and the City of Tampa, each party is responsible for major repairs and replacement of the capital assets they contributed to the ~~original streetcar project~~ system. In some cases, HART does not retain employees with the specific expertise to maintain some of the facilities and it is more cost effective to contract for these services. These services are also identified below. System maintenance consists of the line, vehicles, Ybor Station and the ~~Southern Transportation Plaza~~ Dick Greco Plaza Transportation Center.

**Line Maintenance** – Line maintenance consists of track and switches, traction power, station stops, the CSX crossing, and right-of-way. All except the CSX crossing are located in City owned or controlled right-of-way. HART ~~will~~ works closely with the City on many of the line maintenance activities, including any items ~~covered under warranty~~. The City will be responsible for vehicle intersection crossings, street lighting, storm water drains, and other city-owned facilities.

**Track & and Switches** – This facility category includes both embedded (encased in concrete) and ballasted (standard railroad construction) elements.

**Embedded Track & and Switches** – Embedded or concrete encased track and switches require very little maintenance. ~~Because this type of track is located in City streets, a City street sweeper is used to clean the guideway when cleaning the streets.~~ However, the switches require daily inspection, regular cleaning and lubrication, ~~occasional~~ adjustment, and repairs to the switch points and frogs. HART performs the daily inspection and cleans, lubricates and adjusts the switches on a weekly basis. Reports are prepared for all of these activities. To facilitate repairs to switch points and frogs, HART contracts for these services with a qualified railroad contractor on an as needed basis. Necessary work is based on unit prices obtained during the bid process.

**Ballasted Track & and Switches** –~~In the early years~~, The maintenance requirements for the ballasted track and switches is expected to be the same as the embedded section. Exceptions include possible vegetation and trash. HART inspects and picks up any trash in this section on a daily basis, and cleans, lubricates and adjusts the switches on a weekly basis or as needed. HART works with the City of Tampa to control the vegetation with a weed spray program for this section.

**Traction Power System** – The traction power system includes the sub-stations, overhead power distribution system (poles, cross members, and wires) and cathodic protection devices. ~~In the early years, unless there is a catastrophic event,~~ The traction power system requires ~~very little~~ maintenance which includes ~~and is generally limited to~~ inspection and possibly the replacement of the sacrificial anodes used to diminish the damage to underground utilities due to stray current (cathodic protection). HART has contracts for ~~contracted with a private entity to provide~~ this service as needed.

**Right-Of-Way** – Right-of-way includes a wide range of elements such as drainage, hard surfaces, landscaping, signage, and grade crossing protection. HART coordinates the maintenance related to the right-of-way elements within the City of Tampa owned or controlled right-of-way.

**Station Stops** – The station stops are located within the right-of-way. As a result, HART coordinates with the City of Tampa on ~~some~~ maintenance requirements. HART performs the following maintenance at the station stops:

- All station stops are cleaned each day prior to the start of service. Cleaning consists of emptying the trash, removal of gum, and replacement of light bulbs.
- All stations are pressure washed on a weekly basis ~~every other day~~.
- In addition to the initial emptying of trash, trash is emptied as required ~~at least one more time~~ during the service period.
- All kiosk information panels and signage is maintained and stocked regularly.
- Station stops are inspected at least once during every day of operation and a condition report is filed.
- The ADA bridge mechanisms are inspected and cycled ~~daily~~ Monday through Friday and lubricated.
- Repairs to the ADA bridge mechanisms are made immediately after notification of failure.
- Graffiti is removed within ~~72~~ 24 hours of notification.

**CSX Crossing** – Under the terms of CSX’s union agreements, CSX must perform all maintenance for the track and interlocking. The City has executed a contract with CSX for the performance of all maintenance related to the crossing.

### STREETCAR VEHICLE MAINTENANCE

Vehicle maintenance falls into two classifications: basic or routine and heavy repair. HART performs all basic maintenance and a portion of the heavy repair. Non-streetcar vehicles used by the Streetcar Division are discussed under Other Operations and Maintenance Vehicles.

**Basic Maintenance** – Basic maintenance includes cleaning, ~~warranty~~ servicing, preventive maintenance, and running repairs.

**Cleaning** – Each vehicle has its exterior checked for cleanliness and washed as necessary and the interior cleaned prior to going into service. The interior cleaning consists of mopping the floor, cleaning of windows, trash removal, restocking public information materials, and wiping down of the seats. The brass on each vehicle is polished as needed.

~~**Warranty Service and Preventive Maintenance**~~ – The vehicle manufacturer, Gomaco Trolley Company, prepared a service manual for the vehicles. Based on the requirements specified by Gomaco and the experience of other streetcar operating properties, HART has prepared a maintenance schedule for the vehicles in order to perform the required maintenance and document scheduled maintenance compliance.

In addition to the manufacturer's requirements, the streetcar motormen/conductors perform detailed inspections of the vehicles prior to departing the yard. Items covered in the inspection include, but are not limited to, door mechanism operation, exterior and interior lighting, and air-conditioning functions.

**Running Repairs** – The maintenance staff is trained and equipped to perform ~~do basic~~ repairs on the vehicles such as window replacement, brake and trolley shoe replacement, air conditioning servicing and repair, electrical troubleshooting and repair, truck and traction motor replacement, etc. ~~At the time of vehicle purchases, HART with Gomaco provided a detailed parts manual for the vehicles and provided HART with a list of suppliers for off the shelf parts.~~

**Heavy Repairs for Streetcars** – Heavy repairs are defined as those repairs that require specialized equipment or labor to perform. Examples include replacement of the tread portion of the wheels, rewinding of the traction motors, and paint and body work. HART ~~will~~ contracts for these types of services. However, there are some heavy repairs, such as paint and body repair, for which HART has the capacity at its 21st Avenue bus maintenance facility. HART performs repairs of this type via a work order.

#### OTHER OPERATIONS AND MAINTENANCE VEHICLES

In addition to the streetcars themselves, the Streetcar Division uses several other vehicles to assist in the operations and maintenance of the system. These vehicles include a pickup trucks with air compressors for repair and maintenance of pneumatic equipment; a trailer with high pressure washing and degreasing equipment; a hy-rail wheel truck with platform for work on the overhead catenary system, and emergency recovery equipment with hydraulic jacks.

These vehicles are maintained and repaired at the HART ~~bus~~ maintenance facility located at 21st Avenue. The Streetcar Division also has access to existing ~~bus based~~ equipment owned by HART including a hydraulic overhead bucket truck and scissors lift platform for use during overhead line work.

#### YBOR STATION, MAINTENANCE YARD, AND OPERATIONS FACILITY

Ybor Station consists of a yard and maintenance/operations facility to support system operation. HART staff is responsible for maintaining this facility with the exception of specialized services. ~~such as track and switch repair and the traction power system.~~

#### ~~SOUTHERN TRANSPORTATION PLAZA DICK GRECO PLAZA TRANSPORTATION CENTER~~

The ~~Southern Transportation Plaza~~ Dick Greco Plaza Transportation Center is an intermodal facility located in front of the Marriott Waterside Hotel and the Tampa Convention Center. The facility was constructed in a park-like setting at a high profile location and requires regular maintenance. The Plaza is cleaned every day and trash is picked up and the trash receptacles emptied throughout the day. HART contracts for landscaping services to ensure the vegetation is well maintained.

## 5. SYSTEM STAFF AND POLICY SUPPORT

The Tampa Historic Streetcar, Inc. (THS) Board of Directors provides overall policy direction for the streetcar system. THS Board members lead several committees dedicated to streetcar functions including operations, finance, and marketing. THS contracts with HART to provide day-to-day staff for the system- through the Operator's Agreement to which this Operations and Maintenance Plan is attached.

In addition to the designated streetcar system staff, HART has employees in various departments from which to draw for support of maintenance and operation functions. This resource enables HART to provide system support in a more cost-effective manner than would be possible if it were necessary to hire and train additional staff to perform these functions. General oversight for all functions is provided by HART's Executive Director. HART prepares an Annual Operations Budget for staffing, operations, and maintenance. System support functions anticipated are outlined in this section by division of responsibility.

### SYSTEM MANAGEMENT AND STAFFING

HART provides staff for the operations and maintenance of the streetcar system as part of the contract between THS and HART. The Streetcar Division of HART is dedicated to the fulfillment of this contract and is the only department in the HART organization whose entire activities are dedicated to the streetcar.

The Streetcar Division falls under the management of HART Operations and is led by the Manager of Streetcar Services, ~~as illustrated in the organizational chart in Exhibit 2.~~ Organizational charts for the Streetcar Division and other staff support services are available upon request.

Additional responsibilities include updating both the operating procedures and operating rules manual. This division also maintains, with support from HART's Maintenance Engineering ~~and Development~~ Department, all system configuration documents including technical specifications, designs, drawings, and approved modifications thereto.

The ~~Division's~~ HART administrative staff ~~Administrative Assistant~~ provides support to the THS Board.

### SYSTEM OPERATION

Four classifications of motormen/conductors will be provided for the operation of the system. Each motorman/conductor is required to maintain a commercial driver's license. The number of motormen/conductors to be provided for each classification is ~~presented below~~ determined by the Annual Operations Budget and service levels as approved by the THS Board of Directors.

<u>Classification</u>	<u>Number</u>
<u>Motorman/Conductor General</u>	<u>5</u>
<u>Fulltime Motormen/Conductors</u>	<u>7</u>
<u>Part time Motormen/Conductors</u>	<u>4</u>

## CONTRACT OPERATIONS

HART contracts for special operations services such as secure revenue pick up service.

## SYSTEM MAINTENANCE

HART is responsible for maintenance of the system. However, HART staff will not perform all of the maintenance for the system. HART coordinates with the City of Tampa to perform maintenance related to the guideway and structures within the City owned right-of-way and traffic control system, and secure contractors for specialty areas.

**HART Maintenance Staff** – HART streetcar maintenance staff includes staff for vehicle maintenance, facilities maintenance, and line maintenance.

<u>Classification</u>	<u>Number</u>
<b>Vehicle Maintenance</b>	
Mechanics	2
Service Attendants	3
<b>Facilities Maintenance</b>	
Facilities Maintenance Technicians	1
<b>Line Maintenance</b>	
Route Maintenance Attendants	3

**City of Tampa Coordinated Maintenance** – HART coordinates with the City of Tampa for the performance of maintenance on the guideway, landscaping, traffic signal interaction, signage, drainage, hardscape, etc.

## CONTRACT MAINTENANCE

HART contracts for services for which the agency does not have the expertise to perform or can be performed more cost effectively by others. Contract services by maintenance responsibility are outlined below.

### Vehicle Maintenance

Electrical repair work such as armature winding

Heavy repair services such as truck overhaul and re-profiling of streetcar wheels

### Facilities Maintenance

~~Southern Transportation Plaza~~ Dick Greco Plaza Transportation Center landscape services

### Line Maintenance

Traction power system

Track and switches

CSX crossing and interlocking

EXHIBIT 2  
HART Support Staff Organizational Chart

STAFF SUPPORT FROM OTHER HART DEPARTMENTS

In addition to the staff dedicated to the operation of the Streetcar Division, HART provides additional support through its various organizational departments. ~~the Executive, Finance and Administration, Operations, Planning, Engineering, and Marketing Departments.~~ The support role each department plays is described below.

FINANCE

~~The Finance Department has the largest system support role due to the service functions this department provides.~~

Alphabetized this section

**Accounting** – Accounting is responsible for tracking all system expenditures (designated streetcar staff, support staff work orders and direct costs), revenues (fares, advertising and other potential sources), grants management, disbursements, preparation of the billing statements to THS, and financial reporting that complies with state and federal guidelines.

**Communications/Electronic Technicians** – There are no communications/ electronics technicians designated for the streetcar system. All electronics and communications work necessary to support the operation of the streetcar system is performed on a work order basis.

**Customer Service** – HART posts a customer service telephone number at all station stops and on the vehicles for customer comment and provide comment cards on the vehicles. Customer Service logs all comments and forwards them to the Manager of Streetcar Services for investigation and follow-up. The Manager of Streetcar Services responds to all complaints within three-work days (Monday through Friday). A monthly report that includes all comments and actions taken to address complaints will be prepared for THS. The program that tracks compliments and complaints is maintained by the Customer Service staff at 21st Avenue. Staff that receive compliments are recognized in monthly reports to the THS Board of Directors.

**Dispatch** – The support role of this section for streetcar operations is limited due to the size of the operation, frequency of service and the fact that streetcars operate on a trackway versus a roadway. Generally, ~~the dispatcher~~ Rail Dispatch monitors and records on and off duty times for shifts and provides support when necessary for emergency and mechanical response requests. Once monitoring equipment is operational at the CSX crossing, the role of HART Rail Dispatch is expected to expand with regard to streetcar operations.

**Facilities Maintenance** – Support personnel for the streetcar system from HART's facilities maintenance section consists of facilities maintenance technicians and route maintenance attendants.

**Facilities Maintenance Technicians** – HART has ~~one~~ designated facilities maintenance technician to support the streetcar system. The need for additional technicians is met with support staff from the 21st Avenue facility on a work order basis. These technicians are responsible for the daily inspection of the system prior to the start of operations and for maintenance and repairs to the station stops, Ybor Station and the ~~Southern Transportation Plaza~~ Dick Greco Plaza Transportation Center.

**Human Resources** – Human Resources is responsible for recruiting employees (job advertisements, selection, testing, and physicals), scheduling training and benefits coordination.

**Maintenance Training** – HART’s maintenance training staff worked with streetcar management staff and the vehicle manufacture to develop and implement a training program for the vehicle mechanics.

**Marketing and Community Outreach** – This work group plays a major support role for the streetcar system. The department has responsibility for coordinating with THS’s Marketing Committee to develop and implement the marketing, public relations and community outreach programs to support the streetcar system. The department helps build awareness of the system to generate ridership and additionally functions as the media liaison. Other duties for this department include graphic design; preparation, publication and distribution of material; special events coordination; advertising sales; kiosk and onboard information development; station sign design coordination; etc. Staff also coordinates and develops informational materials for the public outreach meetings leading to the annual public hearing on the Special District Assessment for the streetcar, in addition to providing administrative and technical support in this process.

**Mechanics** – As indicated in Section 3 titled “Maintenance Policies Plan,” HART ~~has a number of~~ mechanics including those dedicated to the streetcar system. These streetcar designated mechanics are supported as necessary by HART mechanics that are cross-trained in both bus and streetcar vehicle systems.

**Operational Training** – This department is responsible for training all new streetcar motormen/conductors, and maintenance employees in the safe operation of the system. It also implements the annual retraining and certification of the motormen/conductors, as well as any specialty and remedial training.

**Paint and Body Personnel** – Paint and body repair is classified as heavy repair and the streetcar maintenance facility is not designed to support this work. HART utilizes a trailer ~~purchased from Gomaco~~ to transport the vehicles to the 21st Avenue facility and uses existing in-house paint and body personnel to perform this type of service for the streetcar system on a work order basis.

**Payroll** – Payroll is responsible for tracking all staff related costs (hours ~~time~~ worked, sick leave, vacations, insurance, etc.) and preparing the payroll for designated streetcar staff.

**Procurement** – Procurement is responsible for purchasing materials and contract services to support the streetcar system.

**Risk Management**– Risk management has a key support role in the operation and maintenance of the streetcar system. HART’s Risk Manager is responsible for purchasing all of the necessary insurance policies such as physical damage for the vehicles, property damage for the stations and workers compensation (excluding the policies related to the CSX crossing); accident investigation; and claims coordination with the City of Tampa.

**Route Maintenance Attendants** – HART provides ~~three~~ designated route maintenance attendants to support the streetcar system. Additional attendants are provided by the 21st Avenue facility on a work order basis. The work to be performed by these attendants is outlined in the previous section.

**Safety and Security** – This office ~~performs a key support role in the operation of the streetcar system.~~ HART prepares the required System Safety Program Plan (SSPP) for the operation of the system and the System Security and Emergency Preparedness Plan (SSEPP) that have been approved as required by the Florida Department of Transportation. The plans address key training, safety and security requirements. The plans also include accident/incident reporting and annual safety and security audit requirements. They also assist in accident and claims investigation, performs random and annual safety audits and the coordination for security during special events. Reports documenting these audits are provided to THS.

**Service Attendants** – HART has designated service attendants ~~are responsible~~ for the daily cleaning of the vehicles. ~~HART has three positions for streetcar service attendants.~~ The need for additional service attendants is met utilizing service attendants from the 21st Avenue facility on a work order basis.

**Strategic Planning and Program Development** – The ~~Planning~~ Department provides additional support to the streetcar system in conjunction with overall duties to the HART organization. This department is responsible for ~~data collection and reporting to federal, state, and local agencies;~~ grant development ~~preparation~~ and administration in coordination with the Finance Division Department; ~~documentation of streetcar activities~~ submitting quarterly financial and milestone progress reports to state and federal agencies on projects funded in grants and coordinating the ~~vision~~ annual update of HART’s Transit Development Plan; and collaborating with the Hillsborough County Metropolitan Planning Organization and Florida Department of Transportation (FDOT) regarding ~~the Transportation Improvement Program and the Florida Department of~~ the MPO Transportation Improvement Program and the State Work Program Transportation Work Program. The Department is responsible for design and construction of major improvements or extensions to streetcar system. Other services provided by the Department, such as land use coordination, are offered to the streetcar division on an as-needed basis.

**Vehicle Maintenance** – Vehicle maintenance staff utilized to support the streetcar system include mechanics, service attendants, communications/electronic technicians, and paint and body personnel.

## OPERATIONS

~~The General Manager of Operations is responsible for HART’s Operations Department. It includes a number of sections that provide support functions for the streetcar system.~~

## MAINTENANCE

The Maintenance Division comprises a number of sections, some of which support the operation of the streetcar system. Sections supporting the streetcar system include maintenance training, vehicle maintenance, and facilities maintenance.

## PLANNING, ENGINEERING AND DEVELOPMENT, PUBLIC RELATIONS

The General Manager of Planning, Development and Public Relations is responsible for the following departments within HART:

**Engineering & Development**—The Director of Engineering and Development is responsible for direction and oversight of the any major improvements or extensions to streetcar system, and through the Executive Director, coordinates with the THS Board. This department also assists the Streetcar Division with configuration management.

**Public Relations**—The Public Relations Department plays a major support role for the streetcar system. The department has responsibility for coordinating with THS's Marketing Committee to develop and implement the marketing, public relations and community outreach programs to support the streetcar system. The department helps build awareness of the system to generate ridership and additionally functions as the media liaison. Other duties for this department include graphic design; preparation, publication and distribution of material; special events coordination; advertising sales; kiosk and onboard information development; station sign design coordination; etc.

## ADMINISTRATION

The General Manager of Administration is responsible for:

**Safety and Security**—This office performs a key support role in the operation of the streetcar system. HART prepared the required System Safety Program Plan for the operation of the system and the System Security Plan that have been approved by the Florida Department of Transportation. The plans address key training, safety and security requirements. The plan also includes accident/incident reporting and annual safety and security audit requirements. It also assists in accident and claims investigation, performs random and annual safety audits and the coordination for security during special events. Reports documenting these audits are provided to THS.

**Information Systems**—The Information Systems (IS) department is responsible for computer and software acquisition and system support. IS will also support the streetcar system, which will be integrated with the HART bus system.

## SPONSORSHIP, MARKETING AND ADVERTISING PROGRAMS

**Sponsorship Program** – The Sponsorship Program for the System is designed to raise sponsorship contributions to the endowment fund controlled by THS, primarily through large scale cash investments based upon sale of naming rights to station stops and streetcars. Sponsorships are sold directly by THS and with the assistance of Doubletake Studios, Inc., with

whom THS as a separate commission agreement. HART agrees that THS shall be permitted to sell naming rights on the streetcars in order to raise sponsorship revenue. Costs associated with installation, maintenance, and removal of signage on the streetcars is part of the agreement negotiated with the individual sponsors. It is not currently the case, nor is it contemplated by the Parties, that HART, as Operator of the System has any participation in the Sponsorship Program, nor will it incur any costs in connection therewith. HART shall have the right to participate in the negotiation of any sponsorship agreement where there are HART assets involved, or where HART shall be required to incur expenses. Revenue generated through the sale of sponsorships is generally paid directly to the City of Tampa for credit to THS, but may be subject to individual negotiation.

**Marketing Program** -- The Marketing Program for the System is designed to raise awareness of the System to create ridership and is overseen by the THS Board with technical support from HART. HART reports its marketing efforts to the THS Board at the monthly THS Board meetings. HART shall determine from time to time what staff is needed to support the Marketing Program upon instructions from the THS Board and whether or not there will be costs associated therewith which may require payment by THS.

**Advertising Program** -- The Advertising Program for the System is overseen by the THS Board with technical support from HART and the City of Tampa. Currently, the Advertising Program is undertaken by HART through a contract HART has entered into with HDR Engineering, Inc., dated April 5, 2010 (the "HDR Contract"). A portion of the duties of HDR Engineering, Inc. under the HDR Contract is to provide certain advertising services to THS through specific Task Orders. Currently, THS and HART have agreed that THS is entitled to utilize services under the HDR Agreement up to the maximum value of \$35,000.00.

Under the HDR Contract, HDR Engineering, Inc. shall perform for THS those specific services stated in each particular Task Order. [IF HDR DOES NOT HANDLE A SPECIFIC CONTRACT, WHOSE RESPONSIBILITY IS IT?]

Advertising contracts with THS shall be in writing, and shall not be enforceable against THS unless executed by an authorized corporate officer of THS.

Revenue from sales of advertising, either separately from efforts of THS, or through HDR Contract Task Orders shall be paid directly to the City of Tampa for credit to THS. The City of Tampa Accounting department accounts for revenue and expenses arising from the Advertising Program. Costs for installation are paid directly by the advertiser, either to HART, or HART's approved vendor. HART shall not be required to install any advertising signage on any streetcar vehicle or elsewhere in the System unless its costs are paid in full.

## **6. SYSTEM COST AND BUDGET**

Each year of operating the TECO Line Streetcar System, HART provides THS with a proposed Annual Operations ~~operating~~ Budget for the upcoming fiscal year. The proposed budget must be approved by the THS Board, the HART Board of Directors, and the City of Tampa. The ~~A~~ line item budget ~~is provided to~~ reflects all costs that ~~are~~ will be directly incurred by the system, as well as costs that are allocated to the system for overhead and indirect maintenance and

support from other HART departments. Based on the approved Annual Operations Budget, HART ~~will~~ charges THS an hourly rate of operation for Basic Service, Extra Service (both in and outside of normal operating hours), ~~and~~ Special Service, and an administrative fee to facilitate a Temporary Cease Service. HART will tracks actual staff hours spent on streetcar tasks and this information ~~will be~~ is used to develop the Annual Operations Budget.

HART may designate a portion of its grant funding to offset the cost to operate the system which may reduce the hourly rate charged to THS.

~~The format for the proposed Annual Operations Budget and hourly charges shall follow the Service Profile in Exhibit 3.~~ The Annual Operations Budget shall also reflect any changes to the fare structure that is approved by THS. It shall also include the anticipated costs associated with HART's self-insurance pool.

### BASE SERVICE MODIFICATIONS

To modify or change the hours of Base Service, HART requires ~~a notice of~~ 90 days in advance notice to allow for Operator markup and supervision adjustments. This applies to permanent increases, reductions, or static modifications to Base Service.

**Base Service Increases** – Base Service increases by up to 20 percent of the existing Base Service levels will be provided at the contracted Extra Service rate. To provide an increase in Base Service above 20 percent may result in an overall reduction in the Base Service rate and will have to be negotiated and the contract amended.

**Base Service Reductions** –The net reduction in cost to eliminate an hour of vehicle service is for the operator, power and some reduction in supervision. There will continue to be overhead and maintenance costs associated with basic operations of the system.

In addition, the full value of the savings indicated above may not be realized for 45 to 90 days. HART will stop service as requested; however, it will take time to reorganize the labor force to satisfy labor contract provisions, and HART may have to continue to pay the labor force until the reorganization can occur. HART will work diligently to accomplish the reorganization as quickly as possible to help THS realize the cost savings needed to meet budget limitations.

**Static Base Service Modifications** – This section applies to requested changes to Base Service that do not result in an increase or reduction in the number of Base Service vehicle hours. For example, THS or the City may desire to reduce the service frequency on Sunday between 4:00 p.m. and 8:00 p.m. to 30 minutes, a reduction of eight vehicle hours of service per week, and add two extra vehicles on Saturday night between 9:00 p.m. and 1:00 a.m. Under this scenario the hourly rate would remain the same.

## **EXHIBIT 3**

### HART STREETCAR SERVICE PROFILE

The streetcar service profile is determined in accordance with the Annual Operations Budget and service levels as approved by the THS Board of Directors each year.

**Hillsborough Area Regional Transit**  
**Service Profile to Tampa Historic Streetcar, Inc. for Fiscal Year 20\_\_**  
**(October 1, 20\_\_ through September 30, 20\_\_)**

**Base Service**

<u>Hours of Service</u>	<u>Service Frequency</u>
Monday ( __ am __ pm)	Every __ minutes
Tuesday ( __ am __ pm)	Every __ minutes
Wednesday ( __ am __ pm)	Every __ minutes
Thursday ( __ am __ pm)	Every __ minutes
Friday ( __ am __ am)	Every __ minutes
Saturday ( __ am __ am)	Every __ minutes
Saturday ( __ am __ am)	Every __ minutes
Saturday ( __ am __ am)	Every __ minutes
Sunday ( __ am __ am)	Every __ minutes
Sunday ( __ pm __ pm)	Every __ minutes

Note: Assumes no operation on Thanksgiving and Christmas

**Hourly Service Rates per Vehicle Hour**

Base Service Rate	\$ _____
Extra Service Rate (Within Base Service Period)	\$ _____
Extra Service Rate (Outside Base Service Period)	\$ _____
Special Service Rate	\$ _____
(Does not include THS Profit)	

**Base Service Cost**

Base Service Hours	\$ _____
Base Service Rate / hour	\$ _____
<b><u>Base Service Cost to THS</u></b>	\$ _____
Credit of Revenue from Grant and Other Sources	\$ _____
<b><u>Total Cost to THS</u></b>	\$ _____

The foregoing Service Profile is Service Levels are subject to periodic change as may be agreed to between HART and THS from time to time, based upon needs of the System, revenue and cost considerations, and the rights of the City of Tampa to curtail service as stated in the Tri-Party Agreement. Changes to this Service Profile are only effective if duly adopted by a resolution of the THS Board of Directors.

**7. CONTRACT ADMINISTRATION**

This section discusses the financial Business Plan, the Annual Operations ~~Operating~~ Budget, reimbursement for services and revenues, reporting, performance measures, and insurance liability.

**THS BUSINESS PLAN**

HART prepares a Business Plan for the streetcar system for approval by the THS Board. This document is a twenty-year financial plan outlining assumptions concerning streetcar revenues and expenditures. The document is updated periodically and reviewed and approved by the City of Tampa, and the THS and HART Boards of Directors.

#### ANNUAL OPERATIONS OPERATING BUDGET

HART prepares the proposed streetcar Annual Operations operating Budget by June 1 of each year for approval by September 30. In the event the THS Board fails to approve the operations budget prior to the start of the new fiscal year, the Annual Operations operating Budget for the previous year shall remain in effect, but may be increased up to 10 percent for the next fiscal year. It is important to note that the line items in the Annual Operations Budget are an estimate, and the actual cost for the various line items may vary. Thus, the amounts paid for services are regulated by negotiated rates and may vary by hours.

#### REIMBURSEMENT AND REVENUES

HART will invoice THS monthly for service provided. HART will submit the invoice within 30 days of the end of each month. The invoice will include credit for fare revenues, advertising revenue and any other revenue received by HART for the operation of the streetcar system.

THS shall reimburse HART within fifteen (15) days of receiving the invoice or by the 15th of the following month. HART will provide a monthly and year-to-date reconciliation of all revenues and expenses for operating the streetcar system.

~~THS advances HART the equivalent of one and a half months operating revenue based on the operating budget provided within this plan to provide working capital.~~ In addition, As the necessary insurance is purchased on an annual basis and is a large investment, HART requests the cost of insurance premiums two months prior to needing to make the insurance premium payment to cover the cost of the insurance. HART will reconcile the expense of these funds with each invoice.

Rates for service are negotiated annually based on the cost of regular operations, extra service requested, and special service requirements. Revenues are collected and deducted from invoices sent from HART to THS. Special service revenues are handled through THS and contracts with the service requestor.

#### REPORTING

**Financial Reporting** – HART has established a system for tracking revenues and expenses associated with streetcar system operation and maintenance such as grants, pass sales, cash fares, and other potential revenues that will be used to support the operation of the streetcar system. THS, through City of Tampa staff, is responsible for tracking advertising revenue, endowment fund income, City of Tampa non-ad valorem special assessment revenue, and revenues from the sale of vehicle and station naming rights.

**Monthly Reporting** – Along with the monthly invoice, HART reports operating and maintenance data to provide the THS Board with information about the performance of the streetcar system.

**Operation Reporting** – The operations portion of the report includes the following data:

- Monthly ridership by fare type;
- Vehicle hours operated;
- ADA boardings;
- Number of accidents or incidents ;
- Number of times the system was delayed for more than 10 minutes;
- Hours of Extra Service provided;
- Hours of Special Service provided;
- Number of complaints and corrections; and
- Number of compliments.

**Maintenance Reporting** – The maintenance portion of the report includes the following data:

- Number of traction power system failures;
- Number of vehicle failures and type;
- Number of preventive maintenance services; and
- Number of ADA bridge mechanism failures.

**Performance Measures** – HART provides a number of performance measures to THS and the City of Tampa to provide assurance that the system is being operated and maintained properly. ~~The purpose of setting performance measures and reporting on them monthly is to document to the THS Board, the HART Board and the City of Tampa how the system is performing. The measures relate to on-time performance, system maintenance, safety, and interaction with the public. The measures and goal thresholds include:~~

HART shall make every effort to operate the streetcar at a high level of efficiency and reliability and at a minimum will comply with each performance criterion set forth below:

- 95 percent on-time departure from the scheduled end-of-line stations;
- Perform all scheduled vehicle maintenance in accordance manufacturer’s recommendations;
- Respond to all customer complaints within 72 hours (Monday through Friday);
- Pressure wash and clean all stations on a weekly basis. as needed before operation;
- Not more than one accident/incident per ~~1,560 vehicle operating hours (which is equivalent to one month. at Base revenue service).~~

In addition, each year the THS Board shall develop a set of key performance goals to ensure HARTs performance in the areas of ridership productivity, service efficiency, safety, quality of service and on-time performance. These performance goals and targeted accomplishment levels that shall serve as a basis for evaluating the performance of HART under the Streetcar Operator’s Agreement.

The established goals shall be directly measurable and HART shall report and update the THS Board on the level of attainment on a monthly basis at the regular THS Board

of Directors meetings. The purpose of setting performance measures and reporting on them monthly is to document to the THS Board, the HART Board and the City of Tampa how the system is performing.

**Annual Reports** – HART provides annual reports to THS related to the maintenance and operation of the streetcar system. These reports are for the previous year and include, but are not limited to, the following areas:

- A copy of safety audits required by the State; and
- A compilation of the monthly ridership, financial, operations and maintenance data referenced above.

## RECORDS

HART maintains the records and information related to the maintenance and operation of the streetcar system in a form and manner in accordance with Florida Statute Chapter 119 and Chapter 257 and acceptable to THS and the City. Records are available for inspection during business hours by any representative of THS and the City of Tampa.

**2b. DISCUSSION ITEM**

*Fiscal Year 2012 Performance Goals and Achievement Levels for Operation of the Streetcar*

**ACTION SOUGHT**

That the Task Force for the Renewal of the Streetcar Operator's Agreement review the proposed FY2012 Performance Goals and Achievement Levels for Operation of the Streetcar and recommend inclusion of supporting provisions for these goals in the new Operator's Agreement and Operations and Maintenance Plan.

**DISCUSSION**

The current Streetcar Operator's Agreement and Operations and Maintenance Plan both list minimum performance criteria for operation of the streetcar. During the June 15 Task Force meeting, the Task Force recognized the need for a more formal set of performance measurements to be included in the new Operator's Agreement.

The current Operator's Agreement lists the following minimum performance criteria

- 95 percent on-time departure from the scheduled end-of-line stations
- Perform all scheduled vehicle maintenance in accordance with manufacturer's recommendations
- Respond to all customer complaints within 72 hours (Monday through Friday)
- Pressure wash and clean all stations every other day before operations on that day
- Not more than one accident/incident per 1,560 vehicle operating hours (which is equivalent to one month of Base Service)

HART proposes that, in addition to the minimum criteria, the new Operator's Agreement also includes key performance goals to measure HART's performance in the areas of ridership productivity, service efficiency, safety, quality of service, and on-time performance. These established goals shall be directly measurable and HART will update the THS Board on the level of attainment on a monthly basis via a report at the regular THS Board of Directors meetings.

The intent is for these performance goals and targeted attainment levels to serve as a basis for evaluating the performance of HART under the Operator's Agreement. The goals and the attainment target levels shall be reviewed and approved each year as part of the budget development process.

The proposed revisions to the Operator's Agreement and the Operations and Maintenance Plan referencing these goals are provided in Attachment I to this report.

A summary of the development of the attainment levels for these goals is included in Attachment II to this report.

**FY2012 PERFORMANCE GOALS  
FOR OPERATION OF THE STREETCAR**

<b>Goal</b>	<b>Criteria</b>	<b>Monthly Target FY 2012</b>
<b>Ridership Productivity<sup>1</sup></b>	Average Monthly Ridership	Greater than or equal to 32,000
<b>Efficiency<sup>2</sup></b>	Operating Cost per Revenue Mile	Less than or equal to \$23.66
<b>Safety<sup>3</sup></b>	Collisions per month (fault and not at fault)	Less than or equal to 1.18
<b>Quality of Service</b>	Complaints per 32,000 Passengers <sup>4</sup>	Less than or equal to 0.25 (3 per year)
	Monthly Streetcar Preventative Maintenance Inspections Completed <sup>5</sup>	Greater than or equal to 15
	Monthly Preventative Maintenance Inspections Completed on track, structures and amenities <sup>5</sup>	Greater than or equal to 30
<b>On-Time Performance<sup>6</sup></b>	Trips depart within 6 minutes of scheduled departure time from end of line stations	Greater than or equal to 95% of trips

**Notes:**

<sup>1</sup>Projected annual ridership at onset of FY12 (384,372) divided by 12 months

<sup>2</sup>FY12 streetcar projected gross operating cost (\$1,558,490) divided by projected revenue miles (66,603)

<sup>3</sup>Collisions involving streetcar (fault and not at fault) divided by 12 months (based on prior five year average)

<sup>4</sup>Validated streetcar customer service complaints (based on prior five year average), excludes commendations

<sup>5</sup>Based on monthly required inspections per fleet plan

<sup>6</sup>Based on reported departure times from end-of-line stations, excludes missed trips

**NEXT STEPS**

The proposed performance goals will be presented to the THS Board of Directors on August 17, 2011 for their consideration and adoption.

HART will begin monthly updates on levels of attainment on the Fiscal Year 2012 Streetcar Performance Goals in November 2011 with performance data for the month of October, 2011. Staff will keep the Board apprised on the status of these goals every month thereafter.

Prepared by: Brenda Mowen, Chief Administrative Officer

Reviewed by: Philip R. Hale, Interim Chief Executive Officer

**Attachments:**

- I Proposed revisions to Operator's Agreement and Operations and Maintenance Plan setting forth provisions for the performance goals
- II FY2012 Streetcar Performance Goal Development Summary

## ATTACHMENT I

### PROPOSED REVISIONS TO OPERATORS AGREEMENT AND OPERATIONS AND MAINTENANCE PLAN SETTING FORTH PROVISIONS FOR THE PERFORMANCE GOALS

#### OPERATORS AGREEMENT

##### SECTION 1. RIGHTS AND DUTIES OF HART

- e. Performance Levels. The Operator shall make every effort to operate the streetcar at a high level of efficiency and reliability and at a minimum will comply with each criterion for measuring performance set forth below and in the Operations and Maintenance Plan which is hereby incorporated as Exhibit "A" to this Agreement. The minimum performance criteria are as follows:
- (1) 95 percent on-time departure from the scheduled end-of-line stations;
  - (2) Perform all scheduled vehicle maintenance in accordance with manufacturer's recommendations.
  - (3) Respond to all customer complaints within 72 hours (Monday through Friday).
  - (4) Pressure wash and clean all stations on a weekly basis; ~~every other day before commencement of operations on that day;~~
  - (5) Not more than one accident/incident per month ~~1,560 vehicle operating hours (which is equivalent to one month of Base Service).~~

In addition, each year the THS Board shall develop a set of key performance goals to ensure HART's performance under this agreement in the areas of ridership productivity, service efficiency, safety, quality of service and on-time performance. These performance goals and targeted accomplishment levels that shall serve as a basis for evaluating the performance of HART under this Agreement. The established goals shall be directly measurable, realistic, and attainable. HART shall report and update the THS Board on the level of attainment on a monthly basis at the regular THS Board of Directors meetings.

Overall performance by the Operator will be a consideration by THS in renewal of this Agreement.

## OPERATIONS AND MAINTENANCE PLAN

### 7. CONTRACT ADMINISTRATION, REPORTING

**Performance Measures** – HART provides a number of performance measures to THS and the City of Tampa to provide assurance that the system is being operated and maintained properly. ~~The purpose of setting performance measures and reporting on them monthly is to document to the THS Board, the HART Board and the City of Tampa how the system is performing. The measures relate to on time performance, system maintenance, safety, and interaction with the public. The measures and goal thresholds include:~~

HART shall make every effort to operate the streetcar at a high level of efficiency and reliability and at a minimum will comply with each performance criterion set forth below:

- 95 percent on-time departure from the scheduled end-of-line stations;
- Perform all scheduled vehicle maintenance in accordance manufacturer's recommendations;
- Respond to all customer complaints within 72 hours (Monday through Friday);
- Pressure wash and clean all stations on a weekly basis. as needed before operation;
- Not more than one accident/incident per month-1,560 vehicle operating hours (which is equivalent to one month. at Base revenue service).

In addition, each year the THS Board shall develop a set of key performance goals to ensure HART's performance in the areas of ridership productivity, service efficiency, safety, quality of service and on-time performance. These performance goals and targeted accomplishment levels that shall serve as a basis for evaluating the performance of HART under the Streetcar Operator's Agreement.

The established goals shall be directly measurable, realistic, and attainable. HART shall report and update the THS Board on the level of attainment on a monthly basis at the regular THS Board of Directors meetings. The purpose of setting performance measures and reporting on them monthly is to document to the THS Board, the HART Board and the City of Tampa how the system is performing.

**ATTACHMENT II**

**FY2012 STREETCAR PERFORMANCE GOAL DEVELOPMENT SUMMARY**

**Ridership Productivity**

Streetcar ridership productivity is measured by the number of monthly passengers. This measure is determined by dividing estimated ridership for the fiscal year by 12 months. HART's goal of **32,000 passengers per month** for streetcar operations for FY2012 is based on projected ridership trends and related influencing factors. Streetcar ridership has been steadily flat since the inception of service with some spikes due to large events such as the Gasparilla Fest and Super Bowl.

**Efficiency**

Efficiency is measured by cost per revenue mile for streetcar service. Cost per revenue mile has been trending downward over the past few years due to reductions in service that have been made to balance the budget. HART's goal is **\$23.40 or less per revenue mile** for streetcar operations in FY2012. This figure was established by dividing the projected operating costs for FY2012 by the projected revenue miles.

**Operating Cost per Revenue Mile**

<b>Fiscal Year</b>	<b>Gross Operating Costs</b>	<b>Revenue Miles</b>	<b>Cost Per Revenue Mile</b>
FY 2010	\$1,993,427	71,395	\$27.92
FY 2011	\$2,115,620	78,631	\$26.91
FY 2012	\$1,576,110	66,603	\$23.66

The FY2012 cost efficiency goal reflects a 13% decrease from the FY2011 cost per revenue mile. HART will continue to institute several cost saving initiatives to reduce labor-related costs to assist in meeting the proposed goal.

**Safety**

The safety goal for FY2012 is **less than 1.18 collisions per month**. This goal was developed based on past collision records for the streetcar.

All collisions are included in this measurement. This includes those reported to the National Transit Database (NTD) which result in property damage above a \$7,500 threshold and/or which result in injuries requiring emergency medical transport, as well as collisions that are below this threshold (not NTD-reportable).

HART's accident experience on the streetcar has been excellent, with only three NTD-reportable accidents over the past five years. HART reviews accident records on a monthly basis to identify emerging trends and take preventive actions.

This goal was developed by taking an average of collisions over the past 5 years (14.2) and then dividing by 12 months to come up with a monthly average goal.

<b>Fiscal Year</b>	<b>NTD Reportable</b>	<b>Non NTD-Reportable</b>	<b>Total</b>
FY 2006	2	14	16
FY 2007	0	15	15
FY 2008	0	16	16
FY 2009	1	12	13
FY 2010	0	11	11

### **Quality of Service – Customer Complaints**

Quality of Service is measured by service complaints received by HART's Customer Service Center per 32,000 streetcar passengers (projected monthly customer average). It excludes commendations, suggestions requiring a service expansion, requests for refunds, and/or complaints about Board budget or policy decisions.

This Quality of Service goal for FY2012 is **less than 0.25 per every 32000 rides, or 3 per year**. HART shall respond to all customer complaints (Monday through Friday) within 72 hours of receiving a customer complaint on streetcar service.

<b>Fiscal Year</b>	<b>Complaints</b>
FY 2006	1
FY 2007	3
FY 2008	0
FY 2009	2
FY 2010	0

### **Quality of Service - Maintenance**

The Maintenance Department is responsible for providing safe, clean, and reliable vehicles to customers which is accomplished through the implementation of the Vehicle Maintenance Plan.

The Vehicle Maintenance Plan is a comprehensive plan that combines various efforts to reduce and prevent mechanical failures and maintain acceptable vehicle appearance. This plan includes 1) maintenance which is performed on the vehicle's exterior, interior, mechanical conditions, track structures and amenities, 2) corrective repairs due to accidents and unscheduled mechanical failures, and 3) vehicle maintenance which is conducted in accordance with manufacturer's recommendations and based upon the vehicle's components life-cycle.

The Quality of Service - Maintenance goals focus on preventative maintenance and were developed based on maintenance schedules determined by fleet size and programmed usage.

For FY2012, HARTs goal is to complete **at least 15** Preventative Maintenance Inspections on the streetcars, and **at least 30** Preventative Maintenance Inspections on the streetcar track, structures and amenities each month.

**On Time Performance**

On time performance is an important measure that impacts a passenger's riding experience and overall satisfaction with service. On time performance for streetcar operations is measured by the departure time of the streetcar from end-of-line stations.

The FY2012 On-Time Performance Goal for the streetcar is to depart from end-of-line stations within six minutes of the scheduled departure time **at least 95% of the time**.

The Quality of Service - Maintenance goals focus on preventative maintenance and were developed based on maintenance schedules determined by fleet size and programmed usage.

For FY2012, HARTs goal is to complete **at least 15** Preventative Maintenance Inspections on the streetcars, and **at least 30** Preventative Maintenance Inspections on the streetcar track, structures and amenities each month.

**On Time Performance**

On time performance is an important measure that impacts a passenger's riding experience and overall satisfaction with service. On time performance for streetcar operations is measured by the departure time of the streetcar from end-of-line stations.

The FY2012 On-Time Performance Goal for the streetcar is to depart from end-of-line stations within six minutes of the scheduled departure time **at least 95% of the time**.

2c. **DISCUSSION ITEM**

*Establishing Timelines for the Finalization and Approval of the Operator's Agreement and Operations and Maintenance Plan (O&M Plan)*

It is the goal of the Task Force for the Renewal of the Streetcar Operator's Agreement and Operations and Maintenance Plan to produce finished documents to present to the THS and HART Boards for finalization and approval.

The following schedule is suggested:

August 17	THS Board of Directors tentatively accept documents for approval
August 22	HART Finance, Governance and Administration approve both documents
September 12	HART Board of Directors approve both documents
September 21	THS Board of Directors approve both documents

Prepared by: Brenda Mowen, Chief Administrative Officer

Reviewed by: Philip R. Hale, Interim Chief Executive Officer