



MEMORANDUM

Agenda Item No. 7(J)(1)(B)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed. D.
and Members, Board of County Commissioners

DATE: December 4, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Execution of Interlocal
Agreement with South Florida
Regional Transportation
Authority for South Florida Tri-
County Commuter Rail Project

RECOMMENDATION

It is recommended that the Board authorize the County Manager to execute an Interlocal Agreement on behalf of Miami-Dade County, in substantially the form attached, with the South Florida Regional Transportation Authority (SFRTA) for financing of the South Florida Tri-County Commuter Rail Project in accordance with Florida Statutes.

BACKGROUND

Currently the SFRTA has an annual estimated net operating deficit of \$20,415,000 as depicted in Exhibit A of the attached agreement. This deficit is planned to be offset through the use of Federal, State, and local funding. A combination of Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) funding will provide for fifty percent of this deficit. The other fifty percent is provided through a combination of State and local funding.

Florida Statutes Section 343.58, Sections (1) and (2), attached, requires each county served by the SFRTA to annually dedicate \$4,235,000 to the Authority. Section (1) of this Florida Statute requires each county to annually provide the SFRTA with \$2.67 million. Section (2) requires each County to provide no less than \$1,565,000 in operating assistance to the SFRTA. This interlocal agreement only covers the funding required under Section (2). The Board will consider funding to be provided under Section (1) at a subsequent meeting.

This interlocal agreement on today's agenda provides for the Florida Department of Transportation (FDOT), Miami-Dade, Broward, and Palm Beach Counties to provide State and local funding to the SFRTA for the reduction of its net operating deficit. During the term of this interlocal agreement, FDOT will fund fifty percent of the State's portion of the SFRTA's annual deficit while the other fifty percent will be evenly divided amongst Miami-Dade, Broward, and Palm Beach Counties.

During FY 2004, in accordance with Section (2) of Florida Statutes Section 343.58, the County is scheduled to appropriate a total of \$1,980,000 to the SFRTA, which is \$415,000 more than Florida Statutes Section 343.58 Section (2) requires. The SFRTA will then provide the County a subsidy in the amount of \$666,666 for operation of South Florida Tri-County Commuter Rail Project feeder services, which is the same level of funding in the previous interlocal agreement.

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
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FISCAL IMPACT

In accordance with Florida Statutes Section 343.58, Sections (1) and (2), Miami-Dade County is required to annually provide to the SFRTA \$2.67 million and a minimum of \$1,565,000 in operating assistance. In addition, during the term and in accordance with the clauses of this interlocal agreement, the County will provide additional funding to offset the SFRTA's annual net operating deficit as necessary. Additional funding required for FY 2004 is \$415,000. Total fiscal impact for FY 2004, which includes both Florida Statutes 343.58 Sections (1) and (2) funding, is \$4,650,000. These funds will be provided from the County's general fund. Florida Statutes Section 343.58 (2) also prohibits counties from utilizing federal funds for this project.

 10/24/03

Surface Transportation Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: December 4, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(J)(1)(B)

12-4-03

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND MIAMI-DADE COUNTY FOR FINANCING OF THE SOUTH FLORIDA TRI-COUNTY COMMUTER RAIL PROJECT AND AUTHORIZING THE COUNTY MANAGER TO RECEIVE AND EXPEND FUNDS AS SPECIFIED IN THE INTERLOCAL AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. That this Board approves the agreement between Miami-Dade County and the South Florida Regional Transportation Authority, in substantially the form attached hereto and made a part thereof, for the financing of the South Florida Tri-County Commuter Rail Project.

Section 2. That this Board further authorizes the County Manager and/or designees in Miami-Dade Transit to execute such contracts and agreements as are approved by the County Attorney's office; to receive and expend funds in accordance with such aforementioned contracts and agreements; and to file and execute any

INTERLOCAL AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RELATING TO THE OPERATING
FUNDING OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION PROJECT

This Agreement, entered into by Miami-Dade County and the South Florida Regional Transportation Authority (SFRTA).

WITNESSETH:

WHEREAS, on the 9th day of July, 1986, Broward County, Miami-Dade County, Palm Beach County, and the Florida Department of Transportation entered into an Agreement entitled "Interlocal Agreement Among South Florida Tri-County Commuter Rail Organization, consisting of Broward, Miami-Dade, and Palm Beach Counties and Florida Department of Transportation relating to the South Florida Tri-County Commuter Rail Project", hereinafter referred to as the "First Agreement"; and

WHEREAS, the First Agreement set forth the parties cooperative participation in the financing of South Florida Tri-County Commuter Rail Project; and

WHEREAS, the First Agreement did not contain a clear and specific termination date, and the second agreement expired on June 30, 1999; and

WHEREAS, the Florida Legislature in 1989 adopted the Tri-County Commuter Rail Authority Act, Florida Statutes Section 343.51, which provides that the authority created by the Legislature, Tri-County Commuter Rail Authority ("TCRA"), shall be the successor and assignee of the Tri-County Rail Organization ("TCRO"), and shall inherit all rights, assets, agreements, appropriations, privileges, and obligations of the TCRO; and

WHEREAS, Florida Statutes Section 343.54(3) grants the TCRA all powers necessary, appurtenant, convenient, or incidental for carrying out its purposes, including the ability to cooperate and contract with other governmental entities, including the Department of Transportation, the Federal government, counties and municipalities for funding the commuter rail project; and

WHEREAS, the Florida Legislature in 2003 adopted the South Florida Regional Transportation Authority Act, Florida Statutes Section 343.54(2), which provides that the authority created by the Legislature, South Florida Regional Transportation Authority (SFRTA), shall be the successor and assignee of the TCRA, and shall inherit all rights, assets, labor agreements, appropriations, privileges, and obligations of the TCRA; and

WHEREAS, the Florida Legislature in 2003 adopted Section 343.58 (2), which provides that each county served by the SFRTA shall continue to fund the operations of SFRTA in an amount not less than \$1.565 million; and

WHEREAS, the parties now desire to enter into this new Interlocal Agreement ("Agreement"), which shall further define the financing responsibility of the parties for the next fiscal year.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, Miami-Dade County, hereinafter referred to as "Miami-Dade" and South Florida Regional Transportation Authority, hereinafter referred to as "SFRTA," hereby agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein.
2. PURPOSE. The purpose of this Agreement is to establish a fifteen (15) month Operational Plan ("Plan"), as shown on Exhibit "A," which is subject to annual appropriations and which establishes annual maximum funding limits and provides a mechanism by which annual appropriations will be determined.
3. PROJECT. SFRTA has been established by the Legislature to own, operate, maintain, and manage a commuter rail system in the tri-county area of Broward, Miami-Dade, and Palm Beach County.
4. FUNDING BY FDOT. FDOT agrees to fund fifty (50%) percent of SFRTA's Net Operating Costs. The term "Net Operating Costs" shall have the same meaning as set forth in Florida Statutes Section 341.303(4)(e), (generally defined as all operating costs of the project, less any federal funds, fares, or other sources of income to the project).
5. FUNDING BY MIAMI-DADE COUNTY. The Counties shall collectively pay fifty (50%) percent of SFRTA's Net Operating Costs, as said term is defined in Florida Statutes Section 341.303(4)(e). Miami-Dade will contribute the amount set forth in Exhibit "A," attached hereto. If additional funding is required, a supplemental agreement may be entered into for additional SFRTA services that may be added during the term of this agreement.
6. ANNUAL APPROPRIATIONS. In order to be eligible for appropriation SFRTA shall submit an annual budget to each county and FDOT for review and approval. Actual annual appropriations shall be subject to the Miami-Dade Board of County Commissioner's approval. Payment will be in accordance with the budget ordinance for each fiscal year.
7. MONTHLY INVOICES. SFRTA shall present monthly invoices to Miami-Dade on a form prescribed and approved by Miami-Dade along with supporting documentation reflecting actual monthly Net Operating Costs and invoiced based on a percentage of the total funding. Net Operating Costs shall be established through independent audit procedures established by SFRTA and approved by the Counties and FDOT. Miami-Dade County shall pay to SFRTA its share of SFRTA Net Operating Costs within thirty days (30) after receipt of the invoice and required supporting documentation. All expenses submitted by SFRTA for reimbursement must comply fully with all applicable requirements imposed by the Federal Transit Administration (FTA) or the State of Florida pursuant to grant or funding agreements, federal or state laws, or regulations applicable to Miami-Dade obtaining funding for each itemized expense, or they shall be disallowed for payment by Miami-Dade County.
8. REIMBURSEMENT FOR FEEDER SERVICE EXPENSES Miami-Dade County may receive reimbursement from SFRTA for Feeder Service expenses in an amount not to exceed the

amount set forth in Exhibit "B," attached hereto. Feeder Service is defined as any agreed upon means of bus and/or rail equipment used to transport SFRTA passengers to or from a SFRTA train station. Each of the counties seeking reimbursement shall submit itemized invoices monthly, to be paid within 30 days, on a form approved by SFRTA, requesting payment. All expenses submitted by the respective counties for reimbursement must comply fully with all applicable requirements imposed by the FTA or the State of Florida pursuant to grant or funding agreements, federal or state laws, or regulations applicable to SFRTA obtaining funding for each itemized expense, or they shall be disallowed for payment by SFRTA.

Miami-Dade County will provide feeder services to meet SFRTA trains and provide connecting services with other county transit services at each of SFRTA's stations located in that county. Each county shall provide SFRTA with an accounting of the number of passengers that ride each route and summarized totals each month.

SFRTA and the County will honor their respective ticket media for transfers between systems except on those routes agreed upon by both parties such as express routes or special service. SFRTA will honor the county transit riders' transfer by allowing the purchase of a SFRTA ticket less the face amount paid by the county transit for their fare and transfer. SFRTA will honor the monthly and/or weekly passes of the other counties' transit systems for the transfer to SFRTA without the need to purchase a transfer and will receive the same reduction as a transfer rider.

The county agrees to honor a valid SFRTA ticket as a transfer to their feeder system from a SFRTA station. The county agrees to allow passengers to ride the feeder system at no cost or allow the rider to purchase a ticket and/or a transfer when taking a feeder system to a SFRTA station.

9. RECORDS. Both parties agree to provide reports and management information as requested in a timely manner.

10. TERM. This Agreement shall commence on July 1, 2003 and shall continue for a period of fifteen (15) months, or until September 30, 2004.

11. TERMINATION FOR DEFAULT. SFRTA's failure to perform timely as required by the Agreement, or otherwise to comply with the terms, conditions, and specifications herein shall constitute a default, and the Agreement may be terminated at the discretion of Miami-Dade. SFRTA agrees that termination of this Agreement by Miami-Dade shall not waive any right or rights which Miami-Dade may have against SFRTA for the breach of any term(s) of this Agreement.

Notwithstanding anything in this Agreement to the contrary, Miami-Dade's obligation to make any required payments shall be subject to the availability of funds, or the legislative body's discretion not to fund its obligations under this Agreement for any fiscal year.

In the event any party to this Agreement either fails to appropriate or budget sufficient funds, or is unable to appropriate or budget sufficient funds, to meet all of its obligations under this Agreement, then this Agreement may terminate upon ninety (90) days notice pursuant to paragraph 18, "Mailing Addresses," herein.

12. FINANCIAL AUDITING. Both parties shall maintain such records, accounts, and financial records as are deemed necessary by both SFRTA and Miami-Dade to assure a proper accounting record. At reasonable intervals during regular business hours, parties to this Agreement and their duly authorized representatives and federal and state personnel shall have the right to audit, examine, and make excerpts in transcripts from both parties' records with respect to matters covered in this Agreement.

In the event funds paid to either party under this Agreement are subsequently disallowed by either party because of accounting errors or charges not in conformity with this Agreement, either party shall refund promptly such disallowed amounts to the other party as the case may warrant.

13. MAINTENANCE OF RECORDS. All source documents for Section 15 filing shall be subject to audit and shall be maintained by both parties for five (5) years following final payment under this Agreement. Both parties shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings.

14. NO WAIVER. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Agreement.

16. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

17. MODIFICATION AND AMENDMENTS. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

18. EXHIBITS. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

19. MAILING ADDRESSES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the mailing addresses set forth below, unless such addresses shall have been changed by written notice. For the present, the parties designate the following as the respective places for giving of notice:

For SFRTA:

Joseph Giulietti
Executive Director
South Florida Regional Transportation Authority
800 NW 33 St.
Suite 100
Pompano Beach, Fl 33064

For Miami-Dade County:

Roosevelt Bradley
Director
Miami-Dade Transit
111 NW 1st Street, 9th Floor
Miami, Fl 33128
Phone 305-375-5675

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IN WITNESS WHEREOF, the parts have made and executed this Interlocal Agreement on the respective date under each signature.

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Joseph Giulietti
Executive Director

By _____
Chair

_____ day of _____, 2003

(SFRTA SEAL)

Approved as to form and legal
Sufficiency by:

Richard A. Wolfe, Director
Contracts Administration and Procurement

General Counsel, SFRTA

ATTEST:

Miami-Dade County

Witness

County Manager

(CORPORATE SEAL)

_____ day of _____, 2003

EXHIBIT A
ONE-YEAR OPERATIONAL PLAN

FY 2003-04

TOTAL SFRTA NET OPERATING EXPENSE	\$27,221,000
TOTAL TRAIN REVENUE	<u>6,806,000</u>
NET OPERATING DEFICIT	\$20,415,000

FUNDING SOURCES:

FHWA	\$4,000,000
FTA	4,390,000
FDOT	5,970,000
BROWARD COUNTY	1,980,000
MIAMI DADE COUNTY	1,980,000
PALM BEACH COUNTY	1,980,000
OTHER (Miscellaneous)	<u>145,000</u>

UNFUNDED DEFICIT **-0-**

EXHIBIT B
REIMBURSEMENT FOR FEEDER SERVICE

	<u>FY 200-3-04</u>
BROWARD COUNTY	\$666,666.66
MIAMI DADE COUNTY	666,666.67
PALM BEACH COUNTY	<u>666,666.67</u>
TOTAL	\$2,000,000.00

Select Year: 2003

Go

The 2003 Florida Statutes

Title XXVI	Chapter 343	View Entire Chapter
PUBLIC	COMMUTER RAIL AND REGIONAL	
TRANSPORTATION	TRANSPORTATION AUTHORITIES	

343.58 County funding for the South Florida Regional Transportation Authority.--

(1) Each county served by the South Florida Regional Transportation Authority must dedicate \$2.67 million to the authority annually. The recurring annual \$2.67 million must be dedicated by the governing body of each county by August 1, 2003. Notwithstanding ss. [206.41](#) and [206.87](#), such dedicated funding may come from each county's share of the ninth-cent fuel tax, the local option fuel tax, or any other source of local gas taxes or other nonfederal funds available to the counties. In addition, the Legislature authorizes the levy of an annual license tax in the amount of \$2 for the registration or renewal of registration of each vehicle taxed under s. [320.08](#) and registered in the area served by the South Florida Regional Transportation Authority. The annual license tax shall take effect in any county served by the authority upon approval by the residents in a county served by the authority. The annual license tax shall be levied and the Department of Highway Safety and Motor Vehicles shall remit the proceeds each month from the tax to the South Florida Regional Transportation Authority.

(2) In addition, each county shall continue to annually fund the operations of the South Florida Regional Transportation Authority in an amount not less than \$1.565 million. Such funds pursuant to this subsection shall also be considered a dedicated funding source.

If, by December 31, 2009, the South Florida Regional Transportation Authority has not received federal matching funds based upon the dedication of funds under subsection (1), subsection (1) shall be repealed.

History.--s. 10, ch. 2003-159.

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