Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 14(A)(9)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Retroactive Execution of an Interlocal Agreement Between Miami-Dade County and the South Florida Regional Transportation Authority for the Commuter Rail Project in the Amount of $6,805,298

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize retroactive execution of an Interlocal Agreement between Miami-Dade County and the South Florida Regional Transportation Authority (SFRTA) for funding in the amount of $6,805,298 for Fiscal Year (FY) 2008-2009 for the Commuter Rail Project. It is further recommended that the Board authorize the execution of this agreement, and the receipt and expenditure of funds as specified in the agreement.

SCOPE

This agreement benefits public transit users and its impact is, therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

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 operation deficit. A total contribution in FY 2009 of $6,805,298 is anticipated, consisting of $4,135,298 in operating support and $2,670,000 in capital support. The Interlocal also provides that the SFRTA will continue to provide the County with a subsidy in the amount of $666,666 for operation of the SFRTA bus feeder services, which is the same level of funding provided in previous Interlocal Agreements.

Funds transferred to SFRTA are allocated to Miami-Dade Transit (MDT) from the County's general fund and have already been budgeted for FY 08/09. The Florida Statutes Section 343.58 (2) prohibits the utilization of Federal funds for this project. Therefore, the County's general fund will be utilized to meet the obligations of the attached Interlocal Agreement. SFRTA has advised participating agencies that costs are expected to continue to increase for future fiscal years. Last year, the SFRTA attempted to address the proposed increase in operating expenses by requesting that the Florida Legislature permit the agency to pursue a dedicated funding source. However, those efforts were not successful. The SFRTA has indicted that they will again request legislation for a dedicated funding source during the upcoming 2009 legislative session.

TRACK RECORD/MONITOR

MDT has entered into funding agreements with the SFRTA over the course of more than 20 years. The staff person responsible for monitoring this agreement is David Clodfelter, Chief Budget, Audit & Reporting, MDT.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor or designee to execute and terminate the agreement.

BACKGROUND

Florida Statutes Section 343.58, Section (1) and (2) enacted in 2003 requires that each County served by the SFRTA annually provide the SFRTA with $2,670,000 for capital expenditures and (2), requires each County to provide no less than $1,565,000 in operating assistance to the SFRTA.
For FY 2006, an SFRTA allocation (for capital and operating) was authorized in the amount of $4.943 million through MDT's Operating budget. For FY 2007, the Adopted Budget, approved by the Board on September 20, 2006, appropriated operating and capital support for the SFRTA in the amount of $6.87 million. The interlocal was approved by the Board on March 6, 2007 (R-321-07) for $6.852 million.

The difference in the interlocal funded amount versus the amount approved in the Adopted Budget is attributable to a lower than expected request for payment from the SFRTA. For FY 2008, the Board approved the allocation of $7,036,950, on February 19, 2008, through Resolution No. R-186-08.

	FY2006-07	FY2007-08	FY2008-09
Operating	$4,159,000	$4,366,950	$4,135,298
Capital	$2,670,000	$2,670,000	$2,670,000
TOTAL	**$6,829,000**	**$7,036,950**	**$6,805,298**

This current Interlocal Agreement with SFRTA requests from Miami-Dade County $4,135,298 in operating support and $2,670,000 in capital support, for a total of $6,805,298 million. The Interlocal provides that the SFRTA will continue to provide the County with a subsidy in the amount of $666,666 for operation of the SFRTA/Tri-Rail bus feeder services, which is the same level of funding, provided in previous Interlocal Agreements. Tri-Rail carried more passengers in 2008 than during any previous year in its history. Tri-Rail is currently one of the nation's leading commuter rail systems in terms of growth. In September 2008, Tri-Rail had an increase of 39.4% in ridership over the same month in 2007. For the current year, SFRTA averages 12,052 daily riders. Information provided by SFRTA shows the following ridership numbers:

	Palm Beach	Broward	Miami-Dade
FY 2004	1,093,716	977,707	748,072
FY 2005	1,073,690	987,748	739,317
FY 2006	997,589	949,438	721,008
FY 2007	1,255,843	1,215,756	935,001
FY 2008	1,365,071	1,468,908	1,029,705
FY 2009*	240,392	302,548	189,291
*July 2008 - August 2008			

SFRTA reports an investment of approximately $82.1 million in capital infrastructure improvements in Miami-Dade, Broward and Palm Beach Counties. In Miami-Dade County, these investments include the construction of the Metrorail transfer station at 79th Street and the renovation at Golden Glades TriRail station. Other projects planned by SFRTA include southern double tracking at the Hialeah Market Station to the Miami Intermodal Center (MIC), the 79th Street Metrorail connection design, and new station evaluation for northern Miami-Dade and southern Broward counties. Additionally, SFRTA's customer service center is located in Miami-Dade County and employs over one dozen employees. SFRTA's new transit service contract operators, Bombardier and Veolia, employ over 100 employees in Miami Dade County.

Finally, this Interlocal Agreement provides that if additional funding is required by SFRTA during the term of the Interlocal Agreement, a supplemental agreement may be written for the additional services that may be added. Should such a request be made by the SFRTA, funding for such a supplemental agreement would require an amendment to the Countywide General Fund in order to provide additional support and would have to be brought back before the Board for consideration.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 16, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(9)

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. 14(A)(9)
12-16-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING RETROACTIVE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA) FOR FINANCING OF THE COMMUTER RAIL PROJECT IN THE AMOUNT OF $6,805,298; AND AUTHORIZING THE COUNTY MAYOR, OR COUNTY MAYOR'S DESIGNEE, TO 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, that:

Section 1. That this Board retroactively approves the agreement between Miami-Dade County and the South Florida Regional Transportation Authority (SFRTA), in substantially the form attached hereto and made a part thereof, to provide $6,805,298 for the financing of the Commuter Rail Project.

Section 2. That this Board authorizes the County Mayor, County Mayor's designee, or the Miami-Dade Transit (MDT) Director to execute such contracts and agreements as are approved by the County Attorney's Office (CAO); to expend funds in accordance with such aforementioned contracts and agreements; to terminate said agreements for default; and to file

and execute any additional agreements, revisions, or amendments as required to carry out the projects for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

EXHIBIT 1

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 is 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 (Counties), and the Florida Department of Transportation (FDOT) 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 the South Florida Tri-County Commuter Rail Project; 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 Commuter 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) granted 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 a 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 twelve (12) 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 Counties.

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).

5. FUNDING BY MIAMI-DADE COUNTY. Miami-Dade, Palm Beach and Broward 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 of 4,135,298 as set forth in Exhibit "A," attached hereto. If additional funding is required, a supplemental agreement may be written 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 Commissioners' approval. Payment will be in accordance with budget ordinances for each fiscal year.

7. INVOICES. SFRTA shall present an invoice to Miami-Dade on a form prescribed and approved by Miami-Dade County for the entire amount of the Net Operating Costs portion per Exhibit "A" of this agreement payable on October 1, 2008. Miami-Dade County shall pay to SFRTA its share of SFRTA Net Operating Costs within thirty (30) days 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. DEDICATED CONTRIBUTIONS. The parties do hereby acknowledge that in addition to the Net Operating contribution Miami-Dade County will dedicate to the SFRTA the sum of $2.67 Million in accordance with the requirements of Section 343.58(1), Florida Statutes (2003), payable on October 1, 2008.

9. 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 quarterly, to be paid within thirty (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 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 Miami-Dade 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 to the county transit for its fare and transfer. SFRTA will honor the monthly and/or weekly passes of the counties' transit systems for the transfer to SFRTA without the need to purchase a transfer and those passengers holding monthly and/or weekly passes will receive the same reduction as a transfer rider.

Miami-Dade 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.

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

11. TERM. This Agreement shall commence on July 1, 2008, and shall continue for a period of twelve (12) months, until June 30, 2009.

12. 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 provided pursuant to paragraph 19, "Mailing Addresses," herein.

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

14. MAINTENANCE OF RECORDS. All source documents for National Transit Database (NTD) 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. MAILING ADDRESSES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified 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:

Harpal Kapoor
Director
Miami-Dade Transit
701 NW 1 Court, 17th Floor
Miami, FL 33136
Phone: (786) 469-5410

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

ATTEST:

Joseph Giulietti
Executive Director

(SFRTA SEAL)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: _____
Chair

25 day of Sept., 2008.

Approved as to form and legal Sufficiency by:

_____
General Counsel, SFRTA

ATTEST:

By: _____
Witness

(CORPORATE SEAL)

MIAMI-DADE COUNTY

By: _____
County Manager

___ day of _____, 2008

11

EXHIBIT A

12 MONTH OPERATIONAL PLAN

FUNDING FOR NET OPERATING COSTS
Fiscal Year 2008-2009

FY 2008-2009

Total SFRTA Net Operating Expense	57,331,123
Total Train Revenue	8,629,417
Net Operating Deficit	$48,701,706

Funding Sources:

FHWA	$4,000,000
FTA	11,426,498
FDOT	15,622,020
Broward County	4,135,298
Miami-Dade County	4,135,298
Palm Beach County	4,135,298
Feeder Service	3,667294
Capital Allocation	1,480,000
Other (Miscellaneous)	100,000
Unfunded Deficit	-0-

EXHIBIT B

REIMBURSEMENT FOR FEEDER SERVICE

	FY 2008-2009
BROWARD COUNTY	$666.666.66
MIAMI DADE COUNTY	**666,666.66**
PALM BEACH COUNTY	666,666.66
TOTAL	**$2,000,000.00**