Memorandum

MIAMI-DADE COUNTY

Date: October 5, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(J)(1)(F)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of an Interlocal Agreement between Miami-Dade County and Miami-Dade Expressway Authority

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RECOMMENDATION

It is recommended that the Board of County Commission (Board) authorize the execution of an Interlocal Agreement between Miami-Dade County and the Miami-Dade County Expressway Authority (MDX) for transit operations on Expressway shoulders for a three year period.

SCOPE

This Interlocal Agreement will impact Miami-Dade County Commission Districts 7,8,10 and 11.

FISCAL IMPACT/FUNDING SOURCE

Miami-Dade Transit (MDT) and MDX have agreed to share equally in the cost associated with the relocation of vibratory pavement markings necessitated by this project. The total cost for the relocation is approximately $38,000 of which $19,000 will be paid for by MDT. In addition, costs associated with this Interlocal may include possible future repair of shoulders where buses may damage pavement. These costs will be accommodated within the existing MDT Operating Budget.

It is important to note that the operation of Metrobuses on the shoulders of expressways provides for a potential cost savings of up to $150,000 annually; due to the ability of the buses to continuously move through peak traffic, thereby reducing idling time and saving on fuel expenses. This is anticipated to contribute to a reduction in emissions.

TRACK RECORD/MONITOR

This County has entered into numerous agreements with MDX over the past eleven years. The person who will be responsible for monitoring the Agreement is Rosie Perez, Senior Chief, Information Technology and Support Services.

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 an Interlocal between Miami-Dade County and Miami-Dade County and additional three year periods by written agreement of the parties.

BACKGROUND

In 2004 and 2005, the Miami-Dade County Metropolitan Planning Organization (MPO) studied various ways to enhance bus service in Miami-Dade County. One of the concepts studied was the operation of buses on the shoulders of expressways to create a faster and more attractive bus service. Using this strategy employed elsewhere in the United States, and most notably in the Minneapolis-St. Paul Metropolitan area, MDT buses would operate on the shoulders of expressways under certain conditions, allowing transit vehicles to gain a travel time advantage without any major capital costs:

- The minimum requirement for paved shoulders is 10 feet;

- public transit buses are authorized to operate on the shoulders of a limited access facility only when main line traffic speeds are less than 25 miles per hour;
- drivers of buses being operated on the shoulder may not exceed speed limits of 35 miles per hour;
- buses operating on the shoulders must yield to entering, merging and exiting traffic; and
- buses operating on the shoulders will also maneuver to avoid disabled vehicles occupying the shoulders.

In January 2006 the Florida Department of Transportation (FDOT) authorized a three-year pilot program to demonstrate the feasibility of employing such a strategy in Miami-Dade County. MDT entered into agreements with FDOT and MDX to allow transit buses along the shoulders of the expressways under their jurisdictions in March 2006. The pilot project was created along SR-874 (Don Shula Expressway) and SR-878 (Snapper Creek Expressway) for the three existing MDT Kendall area routes. The three routes serve Sunset Drive (Route 272, Sunset KAT), Kendall Drive (Route 288, Kendall Cruiser) and Killian Drive (Route 204, Killian KAT) respectively. The service on these routes began in March 2007, officially beginning the pilot program. The three routes currently provide service to over 50,000 riders per month.

The pilot program was successful with no traffic accidents involving Metrobus vehicles reported by the Florida Highway Patrol, MDT or MDX operations staff. Additionally, field surveys showed no adverse wear and tear on the highway shoulders or other roadway features due to the demonstration project. MDT riders have been very pleased with the service and provided favorable comments about the project. Data obtained from the pilot revealed that passenger commute time was decreased by several minutes.

This current Interlocal Agreement outlines the roles and responsibilities of each party. Under this Agreement, MDT is responsible for the operation of the buses, the training of the bus operators and for all operating and program-related expenses. MDT must adhere to all terms of this Agreement which include all conditions under which the use of the shoulders are allowed. This includes operating on the right shoulder only and yielding to emergency and law enforcement vehicles. MDX provides for the maintenance of the roadways to include removal of debris which allows for optimal use of the shoulders during operation.

MDX is in favor of continuing this service and will present this agreement to both the MDX Operations Committee and the full Board of Directors for endorsement in September 2010.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 5, 2010

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

SUBJECT: Agenda Item No. 8(J)(1)(F)

Please note any items checked.

_____ "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

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

✓ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

✓ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(F)
10-5-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE EXPRESSWAY AUTHORITY FOR TRANSIT OPERATIONS ON EXPRESSWAY SHOULDERS; AUTHORITY TO EXERCISE ADDITIONAL RENEWALS CONTAINED THEREIN; AND AUTHORIZING USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS

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

WHEREAS, it is in the interest of the citizens of Miami-Dade County to reduce traffic congestion and resultant emissions, and improve County transit operations; and

WHEREAS, Miami-Dade Transit operates express bus routes on certain Authority roadways that experience frequent traffic congestion; and

WHEREAS, strategies to speed the operations of those transit services will make transit more attractive to existing and new riders; and

WHEREAS, the Metropolitan Planning Organization has completed a study of operation of buses on the shoulders of expressways and recommends the implementation of such service on specific segments of Authority roadways where the shoulder is suitable and when traffic conditions warrant such operation,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the execution of an Interlocal Agreement between Miami-Dade County and the Miami-Dade Expressway Authority for the operation of transit service on the shoulders of various expressways in substantially the form attached hereto and made a part hereof; authorizes the County Mayor, or designee, to exercise additional renewals; and authorizes the County Mayor, or designee, to exercise the provisions contained therein.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2010. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

Interlocal Agreement Between
Miami-Dade County and the Miami-Dade County Expressway Authority
for Transit Operations on Expressway Shoulders

This is an Interlocal Agreement, made and entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County;" the Miami-Dade County Expressway Authority, an agency of the State of Florida and a body corporate and politic, hereinafter referred to as "the Authority."

WITNESSETH:

WHEREAS, it is in the interest of the citizens of Miami-Dade County to reduce traffic congestion and improve County transit operations; and

WHEREAS, Miami-Dade Transit operates express bus routes on certain Authority roadways that experience frequent traffic congestion; and

WHEREAS, strategies to speed the operations of those transit services will make transit more attractive to existing and new riders; and

WHEREAS, the MPO has completed a study of the operation of buses on the shoulders of expressways and recommends the implementation of such service on specific segments of Authority roadways where the shoulder is suitable and when traffic conditions warrant such operation;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "AUTHORITY" shall mean the Miami-Dade County Expressway Authority.
1.2 "COUNTY" shall mean Miami-Dade County, including without limitation, Miami-Dade Transit.
1.3 "FDOT" shall mean the State of Florida Department of Transportation.
1.4 "MDT" shall mean Miami-Dade Transit
1.5 "MPO" shall mean the Metropolitan Planning Organization for the Miami Urbanized Area. TRANSIT OPERATIONS ON EXPRESSWAY SHOULDERS PROJECT (PROJECT)" shall mean the use of shoulders along Authority expressways by Metrobuses as a by-pass lane during traffic congestion only where it is safe to by-pass congestion. If there are no safe shoulder areas for only Metrobuses to use or if there is no congestion, Metrobuses must continue in the through lanes of the facility
1.6 "USDOT" shall mean the United States Department of Transportation.

ARTICLE 2

GENERAL REQUIREMENTS

2.1 Compliance with Applicable Laws and Regulations. Each party to this agreement shall comply with all existing and future laws, statutes, ordinance, codes, rules, regulations, and procedural requirements, whether federal, state, or local, which are applicable to it and which in any manner affect the PROJECT. Each party shall be responsible for ensuring compliance by its employees, contractors, agents or assigns with all applicable county, state, and federal requirements which are applicable to it and in any manner affect the PROJECT including, but not limited to, all safety, mechanical, roadway and vehicular standards, if any, mandated by such requirements.

2.2 Representative. Each party shall designate one or more individuals to act as liaison to the other and shall notify the other in writing of such designation. Each party shall promptly notify the other in writing of any changes in such designation. The purpose of this representative is to facilitate the implementation of the Project and to be the point of contact for each agency.

2.3 Amendments or Modifications. Amendments or modifications to this Agreement must be in writing and shall not be effective unless executed by the County Manager, and the Executive Director or Chairman of the Authority or their designees, subject to authorization by their respective Boards.

ARTICLE 3

TRANSIT OPERATIONS ON EXPRESSWAY SHOULDERS PROJECT

3.1 Concept. The Project is based on recommendations found in the "Special Use Lanes Study: Transit Use of Shoulder By-Pass Lane", dated November 2005, commissioned by the Miami-Dade Metropolitan Planning Organization (MPO) and performed by The Corradino Group hereinafter referred to the "Report", and the January 2009 Bus-On-Shoulders Evaluation also performed by the MPO which evaluated the Pilot Bus-On Shoulders Project. The MPO concluded and the Parties concur that the Pilot Project was effective because under specific traffic-congestion conditions specified in Section 3.3 below such operations removed MDT buses from slow traffic thus speeding passengers to their destinations and provided an attractive alternative to citizens using their automobiles. No major construction will be needed to continue the Project.

3.2 Authority. The Project was undertaken with the concurrence of the FDOT as detailed in a letter dated April 6, 2005, a copy of which is appended as Exhibit A to this Agreement.

3.3 Conditions for Shoulder Operations. MDT buses shall operate on the right shoulder of Authority roadways only under the following conditions:

3.3.1 Where the Report has found that the shoulders are suitable for bus operations on the shoulder or where the Parties agree in writing that shoulder operations are appropriate.

3.3.2 When the traffic on the mainline lanes of the Authority roadways is operating at speeds of less than 25 miles per hour, MDT buses may operate on the shoulders of such Authority roadway at the discretion of the Metrobus operator.

3.3.3 Metrobus operation on the shoulders shall not exceed 35 miles per hour.

3.3.4 Metrobuses operating on the shoulders must yield to entering, merging and exiting traffic and to emergency and law enforcement vehicles, including without limitation, Authority "Road Rangers."

3.3.5 Where disabled or law enforcement vehicles, construction, or other obstacles occupy the shoulder, Metrobuses may not operate on the shoulders.

3.4 Responsibilities of the Parties.

3.4.1 MDT will be responsible for the following activities and financing them:

3.4.1.1 Except where otherwise noted in this Agreement, all costs of operation of the Project, including, without limitation, (i) the provision of buses for route operations, (ii) the training of Metrobus operators to conform to the conditions of the Project, (iii) the development, production, and distribution of informational materials to inform public officials, the general public, expressway drivers, and transit riders of the goals, objective and details of the Project., (iv) the costs of any modifications, improvements or repairs to roadway shoulders that the Authority would not incur but for the Project, including without limitation prompt reimbursement to the Authority for any such costs incurred by the Authority, (v) the costs of installation and maintenance of signs and roadway markings associated with the Project, including without limitation prompt reimbursement to the Authority for any such costs incurred by the Authority. Notwithstanding the foregoing and the provisions of Section 3.4.2.2 below, County and the Authority hereby agree to share equally in the costs associated with the relocation of vibratory pavement markings necessitated by the Project.

3.4.2 The Authority shall be responsible for the following activities:

3.4.2.1 Maintenance of the shoulders, including without limitation, removal of debris to allow shoulders operations to the maximum extent allowed under the conditions of the Project.

3.4.2.2 Subject to the obligation of the County to reimburse the Authority pursuant to Section 3.4.1.1 of this Agreement, striping or re-striping or other similar tasks that are needed to implement the Project.

3.4.2.3 Pay these invoices within timeframes mandated by the Florida Prompt Payment Act.

3.4.2.4 Subject to the obligation of MDT to reimburse The Authority pursuant to Section 3.5.1.1 of this Agreement, fabrication, installation, maintenance, and where necessary, replacement of roadway signs along the segments of the roadways where shoulder transit operations will take place as detailed in the Report and as agreed to by the Parties.

3.4.2.5 Distribution of informational material concerning the Project to expressway drivers.

3.4.2.6 In connection with the implementation of the Project, the Authority and MDT will use their best efforts to minimize the impact of construction activities on the Project. Notwithstanding the foregoing, the Parties recognize and agree that programmed MDX 5-year work program construction activities will continue as planned. Buses shall merge into general use lanes in a safe manner as they approach construction zones.

3.4.2.7 MDT will obtain Authority approval of requested changes to MDT plans to make additional routes subject to the Project prior to commencing any shoulder operations along Authority facilities.

ARTICLE 4

INSURANCE

The Parties hereto acknowledge that the parties are governmental entities subject to the provisions of Section 768.28, Florida Statutes. Each party shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement and in accordance with the provisions of Section 786.28, Florida Statutes. Each party shall collect and keep on file documentation of insurance of any and all contractors procured by it which may participate in any way in the Project.

ARTICLE 5

INDEMNIFICATION

The County shall indemnify and hold harmless the Authority and the FDOT and the respective officers, employees, agents and instrumentalities of each from any and all liability, losses or damages including attorneys' fees and costs of defense, which the Authority, the FDOT, or their respective officers, employees, agents and instrumentalities of each may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement, the Project, or the use of the shoulder of Authority roadways by MDT vehicles. County shall pay all claims and losses in connection therewith and shall investigate and defend all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Authority and the FDOT where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon.

ARTICLE 6

TERM, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

6.1 Term of Agreement. This agreement shall become effective upon approval of the Boards of the Parties and the subsequent execution by the County Manager, and the Executive Director or Chairman of the Authority or their designees and shall remain in effect for three years. This Agreement is subject to renewal for additional three year periods by written agreement of the Parties.

6.2 Review of Project. The Parties will coordinate efforts to obtain an independent review of the effectiveness of the Project no more frequently than every two years.

6.3 Termination for Cause. This agreement may be terminated for cause by either party upon no less than one hundred eighty (180) days written notice to the other party. If the

notification is from the Authority, the notice shall be sufficiently in advance for MDT to implement a change in service in accordance with the Collective Bargaining Agreement between Miami-Dade County and Local 291 of the Transport Workers' Union.

6.4 Termination without Cause. Either party may terminate this Agreement without cause upon no less than three hundred sixty (360) days written notice to the other party. Nothing herein shall be construed to limit either Party to this Agreement from halting operations previously agreed to of buses on the shoulders of Authority facilities should either Party determine that continuation of such operations is not in the interest of public safety.

6.5 Notices. All notices and other communications required to be remitted pursuant to this Agreement to the other parties hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit
701N.W. First Court, 17th Floor
Miami, FL 33136
Attention: Harpal Kapoor
Director, Miami-Dade Transit

FOR THE AUTHORITY

Miami-Dade Expressway Authority
3790 NW 21st Street
Miami, FL 33142
Attention: Javier Rodriguez, P.E., Executive Director

6.6 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties.

6.7 Execution. This document may be executed in counterparts, each of which shall be deemed an original. Two originals shall be distributed to each of the parties.

6.8 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

HARVEY RUVIN, CLERK

By::_____
DEPUTY CLERK

MIAMI-DADE COUNTY, a political Subdivision of the State of Florida

By Its Board of County Commissioners

By:_____
GEORGE BURGESS
COUNTY MANAGER

Approved by County Attorney as to form and legal sufficiency

ATTEST:

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

By: _____

Javier Rodriguez, P.E.
EXECUTIVE DIRECTOR