



MEMORANDUM

Agenda Item No. 14(A)(5)

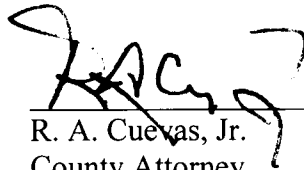
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 20, 2011

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

SUBJECT: Resolution authorizing execution of a
transfer agreement for transit patrons
between Miami-Dade County and
Miami Transit Systems, Inc. D/B/A
Conchita Transit Express

The accompanying resolution was prepared by the Miami-Dade Transit Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro and Co-Sponsor Commissioner Rebeca Sosa.



R. A. Cuevas, Jr.
County Attorney


RAC/up

Memorandum



Date: September 20, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the County Mayor or Designee to Execute the Transfer Agreement Between Miami-Dade County and Miami Transit Systems, Inc. d/b/a Conchita Transit Express Relating to the Automated Fare Collection System Transfer Fare Media and Authorizing Approval to Enter Into Future Similar Agreements with Other Local Jitney Companies

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or designee to execute the Transfer Agreement between Miami-Dade County and Miami Transit Systems, Inc. d/b/a Conchita Transit Express (CTE) relating to the Automated Fare Collection System transfer fare media and authorizing approval to enter into future similar agreements with other local Jitney companies.

SCOPE

CTE's route operates in Commission Districts 6, 12 and 13. However, since CTE riders transfer into the Miami-Dade Transit (MDT) system, and since this item authorizes execution of similar agreements with other Jitney providers, the impact of this agenda item will be countywide.

FISCAL IMPACT

The fiscal impact would be approximately \$32,400. As outlined below, the primary purpose of this agreement is to provide seamless, regional transportation to the rider while preserving the same rate as if the passenger was transferring within the Miami-Dade Transit (MDT) system. The monthly ridership for this agreement is anticipated to be approximately 1,800 passengers. Without this agreement in place, the cost to a passenger transferring onto Metrorail would be \$2.00. With this agreement, the cost to the passenger would be \$0.50—which is currently the cost to a passenger transferring from a MDT Metrobus vehicle to Metrorail. It is anticipated that the yearly foregone revenue of \$1.50 per the anticipated monthly ridership would be approximately \$32,400.

TRACK RECORD/MONITOR

The MDT staff members responsible for monitoring these Agreements are David Ritchey, Interim Assistant Director, MDT, and Jose Fernandez, Interim Controller, 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.

BACKGROUND

In 1993, MDT entered into an agreement wherein Conchita's Transit Express (CTE) received paper transfers from MDT to sell to CTE patrons transferring onto Metrorail in exchange for accepting transfers from MDT riders exiting Metrorail and boarding CTE's vehicles at Hialeah Station. This agreement was entered into to reduce costs to the mutual patrons and provide a uniform and simplified method to facilitate the convenient transfer between the two systems, enabling CTE patrons to transfer onto the MDT rail system for the same fare given to Metrobus riders transferring onto Metrorail.

On October 1, 2009, MDT transitioned to the EASY Card Automated Fare Collection System (AFCS). The system is an automated fare vending and collection system which provides residents and visitors the ability to use a single fare instrument "smart card", known as the EASY Card or EASY Ticket, on public transportation. However, the EASY Card system eliminated paper transfers on Metrobus, requiring passengers transferring to Metrorail to have a valid MDT fare media (EASY Card or Ticket) in order to transfer at the established \$0.50 transfer fee. As a result, MDT was no longer able to supply CTE with paper transfers.

At that time, MDT entered into a 6-month demonstration pilot program with CTE for the purpose of establishing a plan for the payment of EASY Tickets to MDT for customers transferring between systems. Under the pilot, MDT agreed to provide CTE an adequate supply of EASY Tickets each loaded with a 1-day pass for sale on board CTE vehicles only to customers transferring to MDT. CTE paid MDT \$2.50 for each EASY Ticket purchased within 30 days from receipt of invoice. Customers would purchase an EASY ticket (stamped with a return trip date) from CTE for \$5 on a CTE vehicle. CTE would then pay MDT \$2.50 per pass and CTE would retain the remaining \$2.50. This arrangement preserved the \$5 round trip cost to patrons who used CTE to transfer into the Metrorail system prior to the inception of the EASY Card system, with each entity retaining \$2.50 from the total \$5 round trip fee -patrons boarded CTE at their \$2.00 fare, then transferred onto Metrorail for \$0.50; upon return, patrons boarded MDT at the \$2.00 fare, plus the \$0.50 transfer fee to board CTE.

The pilot was administratively extended through June 2011. In June 2011, MDT evaluated the ridership history associated with the passes distributed to CTE during the term of the pilot. This review revealed extensive usage of the 1 day passes throughout the MDT system at transfer points other than the Metrorail transfer at CTE's Hialeah station terminus. As a result, MDT determined that a One Ride Easy Ticket valid exclusively for boarding at the Hialeah Metrorail station would be designed in lieu of the previously provided 1 day pass. This would achieve the intended purpose of enabling CTE customers to transfer between the Hialeah Metrorail Station and CTE's system without the risk to MDT of potential loss of revenue associated with the unlimited trips allowed by the 1 day pass.

CTE is a licensed Jitney service provider that offers transportation services to complement Miami-Dade Transit's bus service and operates on specific Miami-Dade County approved routes. The attached Transfer Agreement will preserve a seamless transfer between the two systems which is designed to benefit the mutual ridership, allowing CTE passengers to ride both systems for the same price as if they were transferring from a Metrobus onto the Metrorail at Hialeah Station. This Transfer Agreement will establish a plan for the payment of EASY Ticket Transfers to the County, while promoting partnership and seamless integration between the transit service providers.

There are a total of ten licensed jitney service providers currently registered with the County. All jitney service providers intersect or stop near Metrorail stations. To date, no other jitney service provider has approached the County to request transfer arrangements. However, in the event any other jitney service provider expresses an interest in participating in the same program, approval of this item will allow the Mayor or designee to administratively execute similar agreements with other jitney providers.



Deputy Mayor/County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 14(A)(5)

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. 14(A)(5)
9-20-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A TRANSFER AGREEMENT FOR TRANSIT PATRONS BETWEEN MIAMI-DADE COUNTY AND MIAMI TRANSIT SYSTEMS, INC. D/B/A CONCHITA TRANSIT EXPRESS; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING APPROVAL TO ENTER INTO FUTURE SIMILAR AGREEMENTS WITH OTHER LOCAL JITNEY COMPANIES

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 that this Board approves a Transfer Agreement for transit patrons between Miami-Dade County and Miami Transit Systems, Inc. d/b/a Conchita Transit Express in substantially the form attached hereto and made a part hereof; authorizes the County Mayor, Mayor's designee, or Miami-Dade Transit Director to exercise the provisions contained therein; and authorizes approval to enter into future similar agreements with other local jitney companies.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

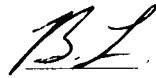
The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

**TRANSFER AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
MIAMI TRANSIT SYSTEMS, INC. d/b/a CONCHITA'S TRANSIT EXPRESS
RELATING TO THE AUTOMATED FARE COLLECTION SYSTEM
TRANSFER FARE MEDIA**

THIS AGREEMENT made and entered into this ____ day of _____ 2011, by and between MIAMI-DADE COUNTY ("COUNTY") and MIAMI TRANSIT SYSTEMS, INC. d/b/a CONCHITA'S TRANSIT EXPRESS ("CTE") hereinafter referred to as Conchita's Transit Express or "CTE".

WITNESSETH:

WHEREAS, COUNTY has transitioned to an Automated Fare Collection System ("AFCS") in October 2009, a regional fare vending and collection system that provides residents and visitors to the South Florida region the ability to use a single fare instrument "smart card" known as the EASY Card or EASY Ticket on public transportation facilities.

WHEREAS, COUNTY and CTE desire to enter into an Agreement, which will increase ease and access to Metrorail for CTE customers and promote ridership on Metrorail.

WHEREAS, this Agreement will define the financial and operational responsibilities of the parties during the Agreement and define the recordkeeping and audit responsibilities of the parties after the expiration or termination of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, COUNTY and CTE hereby agree as follows:

1. **RECITALS.** The above recitals are hereby acknowledged as true and correct and are incorporated herein by reference.
2. **PURPOSE.** The purpose of this Agreement is to establish a plan for the payment of EASY Ticket Transfers to COUNTY while promoting seamless integration between public and private transit service providers.
3. **FARE MEDIA.** COUNTY agrees to initially provide to CTE 1,800 EASY Tickets for use only at the Metrorail at the Hialeah Metrorail Station ("HMS") specially encoded as "One Ride" EASY Tickets in an amount equal to the prevailing rate of a Metrorail one-way fare as established by the COUNTY ("Prevailing Rate One Ride"), currently \$2.00 as of the date of this Agreement. These Prevailing Rate One Ride EASY Tickets are to be offered for sale on-board CTE buses only to customers transferring to Metrorail at HMS. After the initial month of operations and every ensuing month of this Agreement COUNTY agrees to supply CTE with Prevailing Rate One Ride EASY Tickets equal to CTE's average monthly ridership transferring to Metrorail at HMS.

CTE agrees to pick-up all requested fare media at the Overtown Transit Village Pass Sales Office, or at a location designated by the COUNTY. CTE agrees that it is financially responsible for all EASY Tickets received. In the event that CTE receives EASY Tickets that CTE claims are expired or defective, CTE agrees that it will contact COUNTY to coordinate a time and date convenient for both parties to review and exchange expired EASY Tickets and unused defective EASY Tickets. COUNTY shall not supply additional EASY Tickets to CTE until all issued EASY Tickets have been reconciled. CTE agrees to surrender all unused tickets within five (5) business days following the earlier of the termination or expiration of this agreement.

4. **PAYMENTS.** CTE shall pay COUNTY within (30) calendar days from receipt of COUNTY's invoice. CTE shall pay COUNTY the prevailing bus-to-rail transfer rate as established by COUNTY ("Prevailing Bus-to-Rail Transfer Rate"), currently \$0.50 as of the date of this Agreement, for each Prevailing Rate One Ride EASY Ticket issued to CTE.

5. **DEPOSIT.** CTE agrees to pay a deposit fee of \$1,000.00. COUNTY agrees that within thirty (30) days following the termination or expiration of this agreement it will apply the deposit against any unpaid balance owed to COUNTY by CTE. CTE agrees that it will pay COUNTY within (30) days following the termination or expiration of this agreement any remaining balance owed to COUNTY after applying the deposit. COUNTY agrees that it will pay CTE within thirty (30) days following the termination or expiration of this agreement the remaining balance of CTE's deposit after applying it against amounts owed to COUNTY provided CTE has complied with Audit and Recordkeeping provisions contained within this Agreement.

6. **TRANSFERS.** COUNTY has eliminated paper transfers with the implementation of the AFCS within its transit system. CTE customers may transfer to and from both systems as follows:

CTE to COUNTY (HMS): CTE customers will need a Prevailing Rate One Ride EASY Ticket, with exclusive access to HMS, to transfer to the Miami-Dade Transit System. CTE customers transferring to COUNTY's Metrorail at HMS can purchase on-board a CTE vehicle a Prevailing Rate One Ride EASY Ticket from CTE with exclusive access to the Metrorail at HMS for the Prevailing Bus-to-Rail Transfer Rate. CTE agrees to stamp the EASY Ticket with the date of purchase for the return trip. CTE agrees to sell the COUNTY fare media listed above on-board CTE buses only to customers transferring on the Metrorail at HMS at the Prevailing Bus-to-Rail Transfer Rate. CTE agrees to post a sign in English and Spanish inside all CTE vehicles visible to all passengers entering and traveling aboard a CTE vehicle stating the cost of the EASY Ticket at the Prevailing Bus-to-Rail Transfer Rate (currently \$0.50) and that is exclusively for CTE customers transferring onto Metrorail at HMS.

COUNTY (HMS) to CTE: Prevailing Rate One Ride EASY Ticket holders will pay an amount no greater than the Prevailing Bus-to-Rail Transfer Rate to board a CTE bus at HMS only on the date stamped by CTE on the Prevailing Rate One Ride EASY Ticket. On the return trip from HMS, the customer will show and surrender the CTE date-stamped Prevailing Rate One Ride EASY Ticket to the CTE bus operator in order to transfer onto the CTE bus. CTE agrees that it shall charge a CTE customer displaying the stamped Prevailing Rate One Ride EASY Ticket transferring from the Metrorail at HMS an amount no greater than the Prevailing Bus-to-Rail Transfer Rate.

7. **RECORDS.** CTE agrees to provide COUNTY access to records and data and to provide sales reports and related information as requested in a timely manner. On a monthly basis CTE will provide COUNTY an inventory listing of EASY Tickets in CTE's possession on the last day of each month. On a monthly basis CTE agrees to provide the County with a listing by vehicle of tickets sold during the month.

8. **TERM.** This Agreement shall commence on _____, 2011 and shall continue for a period of one year with 4 one-year extensions renewable upon CTE's request and at the discretion of COUNTY.

9. **TERMINATION FOR DEFAULT.** Either party's failure to perform as required by this 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 the non-defaulting party. The parties agree that termination of this Agreement by either party shall not waive any right or rights which one party may have against the other for the breach of any term(s) of this Agreement.

10. **TERMINATION WITHOUT CAUSE.** Any party may terminate this Agreement without cause upon no less than thirty (30) days written notice to the other party.

11. **AUDITING.** CTE shall maintain such records, accounts, financial and ridership records as are deemed necessary by both CTE and COUNTY to assure a proper accounting record. Upon notice and during regular business hours, parties to this Agreement and their duly authorized representatives and Federal and State personnel with oversight over transit or transportation funds shall have the right to audit, examine, review and make excerpts in transcripts from CTE's' records with respect to matters covered by this Agreement.

12. **INSPECTIONS.** CTE agrees that periodic and random on-board inspections of CTE and CTE-contracted vehicles may be made by COUNTY personnel to assure proper handling of EASY Tickets and compliance with this Agreement. CTE agrees that such inspections may be announced or unannounced.

13. **MAINTENANCE OF RECORDS.** 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 the later of (a) termination of this Agreement, or (b) the closeout of an audit.

14. **NO WAIVER.** No waiver of any provision in this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted.

15. **ENTIRE AGREEMENT.** 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.

16. **MODIFICATIONS 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.

17. **MAILING ADDRESS.** 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 their respective representatives with respect to this Agreement ("Designated Representative") and designate the following respective places for giving of notice:

For Conchita's Transit Express:
 Concepcion Gil
 President
 313 Palm Avenue
 Hialeah, Florida 33010
 Phone: (305) 681-0130

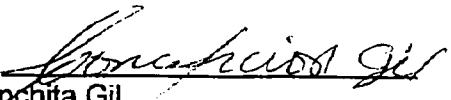
For Miami-Dade County:
 Ysela Llort
 Interim Transit Director
 701 N.W 1st Court, 17th Floor
 Miami, Florida 33136
 (786) 469-5410

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

ATTEST:

CONCHITA'S TRANSIT EXPRESS

BY: _____
Witness

By: 
Conchita Gil
President

ATTEST:

MIAMI-DADE COUNTY

By: _____
Witness

By: _____
Alina T. Hudak
Deputy Mayor/County Manager

____ day of _____ 2011

Approved as to form and legal
Sufficiency by:

County Attorney