

Approved _____ Mayor

Veto _____

Override _____

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

03-06-07

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-321-07

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE SOUTH FLORIDA REGIONAL TRANSPORTION AUTHORITY (SFRTA) FOR FINANCING OF THE COMMUTER RAIL PROJECT IN THE AMOUNT OF \$6,852,089 AND AUTHORIZING THE COUNTY 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:

Section 1. That this Board 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 \$6,582,089 for the financing of the Commuter Rail Project.

Section 2. That this Board further authorizes the County Mayor or his designee 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; 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 Barbara J. Jordan , who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of March, 2007. 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



KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

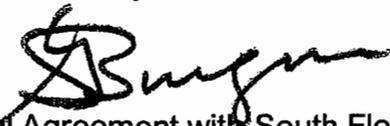
Bruce Libhaber

Memorandum

MIAMI-DADE
COUNTY

Date: March 6, 2007

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

From: George M. Burgess
County Manager 

Subject: Execution of Interlocal Agreement with South Florida Regional Transportation Authority for the Commuter Rail Project in the amount of \$6,852,089

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

RECOMMENDATION

The attached resolution authorizes execution of an Interlocal Agreement on behalf of Miami-Dade County with the South Florida Regional Transportation Authority (SFRTA) for operating and capital funding in the combined amount of \$6.829 million for Fiscal Year (FY) 2006-2007 for the Commuter Rail Project, and further authorizes the payment of \$23,089 to reimburse the SFRTA for costs related to a study of the formula used to distribute the annual federal Section 5308 formula grant award to the Miami Florida Urbanized Area.

BACKGROUND

Florida Statutes Section 343.58, Section (1) and (2) enacted in 2003, where Section (1) requires each County to annually provide the SFRTA with \$2.67 million for capital expenditures and Section (2), requires each County to provide no less than \$1.565 million in operating assistance to the SFRTA for a total of \$4.235 million.

During FY 2004, The Board of County Commissioners approved an Interlocal Agreement for \$4.65 million to support the SFRTA by Resolution No. R-233-04 (February 17, 2004). This amount was \$415,000 beyond the amount required by the Florida Statutes. This was requested to assist with SFRTA's operating deficit which, at that time, was estimated to be \$20.415 million.

During FY 2005, the Board of County Commissioners approved an Interlocal Agreement for \$4.876 million to support the SFRTA by Resolution No. R-540-05 (May 3, 2005). This amount was \$226 thousand higher than the prior year. This was requested as a result of increased operating expenses due to rising fuel and personnel costs causing SFRTA to estimate a net operating deficit of \$27.4 million.

For FY 2006, an SFRTA allocation was authorized in the amount of \$4.943 million through the Miami-Dade Transit Operating Budget.

For FY 2007, the Adopted Budget, approved by the Board of County Commissioners on September 20, 2006 appropriates operating and capital support for the SFRTA in the amount of \$6.87 million. This amount was programmed with the assumption that in addition to the statutory capital support of \$2.67 million, the statutory operating support would be increased to \$4.2 million from \$1.565 million.

Subsequently, a bill increasing the operating support to \$4.2 million passed by both the Florida House and Senate was vetoed by the Governor. The current year projection and this Interlocal Agreement for the Board's consideration now contemplates providing at least the amount of operating support requested by the SFRTA on April 6, 2006 from Miami-Dade (\$4.159 million) in addition to the required capital support (\$2.67 million) for a total of \$6.829 million.

The Interlocal Agreement provides that the SFRTA will continue to provide the County with a subsidy in the amount of \$666,666 for operation of SFRTA bus feeder services, which is the same level of funding provided through previous Interlocal Agreements. On May 10, 2006, SFRTA further provided Miami-Dade County with their five-year projection of expenses and revenue, including SFRTA's funding request of \$4,159,000 for the operating subsidy and \$2.67 million for the required capital support.

As requested by the Board, Mr. Joe Giuliatti, Executive Director of the SFRTA, has provided periodic updates to the Regional Transportation Committee (RTC) on SFRTA funding and capital expansion plans. To date, SFRTA has undertaken an aggressive program of projects, including the Double Track Corridor Improvement Program, to expand commuter rail service in South Florida by operating morning and afternoon rush hour trains at 20 minute headways. On January 2, 2007, SFRTA reported that Tri-Rail experienced record ridership during 2006 with more than three-million passengers. The service helps to relieve South Florida's congested highways, while providing improved connectivity and a seamless transit experience throughout the tri-county area.

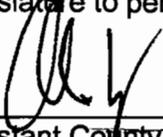
SFRTA reports an investment of approximately \$86.4 million in capital infrastructure improvements in Miami-Dade County. These investments include the construction and renovation of four stations in Miami-Dade County, including the Miami International Airport; Metrorail transfer station at 79th Street; Opa-Locka, and the Golden Glades stations. Additionally, SFRTA's customer service center is located in Miami-Dade County and employs over one dozen employees. SFRTA's contract operator Herzog Transit Service is based in Miami and employs over 110 employees.

In addition to the annual operating and capital support, SFRTA procured the services of a consultant to study the allocation formula used to distribute the annual award of federal Section 5307 formula grant dollars for the Miami Florida Urbanized Area (UZA), which includes Broward, Miami-Dade, and Palm Beach Counties as well as the SFRTA. The non-recurring cost of the study was equally distributed and authorization for payment of the Miami-Dade County share totaling \$23,089 is included through the attached Resolution.

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 its consideration.

FISCAL IMPACT

Florida Statutes Section 343.58 (2) prohibits the utilization of Federal funds for this project. Local funds transferred to the SFRTA are allocated to MDT from the Countywide General Fund and are budgeted for the current fiscal year as outlined above. Funding for the Miami-Dade County share of the cost study (\$23,089) will be funded from MDT's operating budget. As noted above, SFRTA has advised participating agencies that costs are expected to continue to increase for future fiscal years. SFRTA is preparing to address the proposed increase in operating expenses by requesting the Florida Legislature to permit the agency to pursue a dedicated funding source.



Assistant County Manager

Date



MEMORANDUM

(Revised)

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

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

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

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



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

800 NW 33rd Street, Suite 100 | Pompano Beach, Florida 33064 | P 954-942-7245 | F 954-788-7878 | www.sfrta.fl.gov

April 6, 2006

Roosevelt Bradley
Miami-Dade Transit
111 NW 1st Street, 9th Floor
Miami, FL 33128

Dear Mr. Bradley:

Enclosed is a draft of the Interlocal Agreement between Miami-Dade County and the South Florida Regional Transportation Authority (SFRTA). Please review the document and provide us feedback.

For FY 2007, the SFRTA is requesting \$4,159,000 in operating funds and 2,670,000 in capital funds.

The increase in operating funding is the direct result of increased service being provided now that the Segment 5 Double Tracking project is ending. The SFRTA staff is finalizing the operating budget, which will be sent to you in approximately two weeks. Our operating budget will provide the necessary details of the increased service.

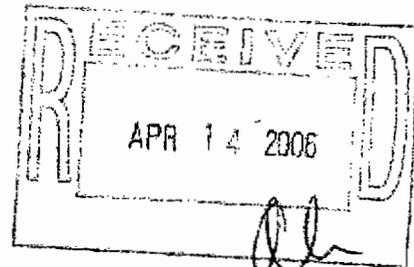
Again, please review this Interlocal Agreement and provide me with your comments. Once we complete that, the Agreement can be taken to your County Commission and to SFRTA's Board for approval.

Sincerely,

Edward T. Woods
Director of Finance & Information Technology

Cc: Joseph Giulietti
Lynn Harris

Enclosures



**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 \$4,159,000 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, 2006. 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. CAPITAL 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, 2006

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 by ~~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, 2006, and shall continue for a period of twelve (12) months, until June 30, 2007.

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 either the other party because of accounting errors or charges not in conformity with this Agreement, either 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 Giuliatti
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 parties 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 _____, 2006.

(SFRTA SEAL)

Approved as to form and legal
Sufficiency by:

Christopher Bross, Director
Contracts Administration and Procurement

General Counsel, SFRTA

ATTEST:

MIAMI-DADE COUNTY

By: _____
Witness

By: _____
County Manager

(CORPORATE SEAL)

___ day of _____, 2006

EXHIBIT A
 12 MONTH OPERATIONAL PLAN
 FUNDING FOR NET OPERATING COSTS
 Fiscal Year 2006-07

TOTAL SFRTA NET OPERATING EXPENSE	\$48,400,865
FY 06/07	
Total SFRTA Net Operating Expense	\$48,400,865
Total Train Revenue	<u>7,834,800</u>
Net Operating Deficit	\$40,266,065

Funding Sources:

FHWA	\$4,000,000
FTA	6,587,583
FDOT	12,495,188
Broward County	4,159,000
Miami-Dade County	4,159,000
Palm Beach County	4,159,000
Feeder Service	3,506,294
Other (Miscellaneous)	<u>1,200,000</u>
Unfunded Deficit	-0-

EXHIBIT B

REIMBURSEMENT FOR FEEDER SERVICE

	<u>FY 2006-07</u>
BROWARD COUNTY	\$666,656.66
MIAMI DADE COUNTY	666,656.66
PALM BEACH COUNTY	<u>666,656.66</u>
TOTAL	\$2,000,000.00
