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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 5, 2010

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

From: George M. Burgess
County Manager

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

Resolution No. R-975-10

Subject: Resolution Authorizing Execution of an Interlocal Agreement Between Miami-Dade County and the South Florida Regional Transportation Authority (SFRTA) for Reimbursement of Bus Feeder Services by the County for Fiscal Years 2010 and 2011

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize execution of an Interlocal Agreement between Miami-Dade County and the South Florida Regional Transportation Authority (SFRTA) for funding for Bus Feeder Services for Fiscal Years 2010 and 2011. 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

The two routes dedicated for the Bus Feeder Service are located in Districts 6 and 12. However, this agreement benefits all public transit users and its impact is, therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

There is no current or future impact on the annual County budget, as this Agreement provides that SFRTA will continue to provide the County with a reimbursement in the amount of $666,666 for operation of the SFRTA Bus Feeder Services; which is the same level of funds stated in previous Interlocal Agreements. The County has already received the funds for fiscal year 2010.

During the term and in accordance with the clauses of this Interlocal agreement, Miami-Dade Transit (MDT) shall present an invoice to SFRTA for the entire amount of the Tri-Rail Feeder Bus Service by October 1st of each year.

In accordance with Florida Statute 343.58(1)(2), which requires all counties served by the SFRTA annually provide $2,670,000 for capital expenditures and a minimum of $1,565,000 in operating assistance, MDT has already remitted the statutory minimum amount of $4,235,000 for FY 2009-2010.

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 Carlos De La Torre, Acting Chief Budget & 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 Mayor's designee to execute and terminate the agreement.

BACKGROUND

Florida Statutes Section 343.54 (3)(g) enacted in 2003, grants authority to the SFRTA to develop and provide feeder transit services to/from stations within/across counties. Feeder service is defined as any agreed upon means of bus and/or rail equipment used to transport SFRTA passengers to/from a SFRTA train station.

The current Agreement with SFRTA stipulates that Miami-Dade County may receive reimbursement from SFRTA for Bus Feeder Service expenses not exceeding an annual amount of $666,666. In turn, the feeder service is free of charge to patrons transferring to and from Tri-Rail. Two feeders are covered in this Agreement—Route 132 and 133. Route 132 goes from the Hialeah marketplace Tri-rail station to Doral via 36th Street. Route 133 goes from the Tri-Rail Airport Station to the Airport terminal.

Finally, this Interlocal provides that SFRTA's failure to perform timely or otherwise comply with the terms, conditions, and specifications as required by the Agreement, shall constitute default and the Agreement may be terminated at the discretion of Miami-Dade County. 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.

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)(A)

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)(A)
10-5-10

RESOLUTION NO. R-975-10

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE SOUTH FLORIDA REGIONAL TRANSPORTATION ASSOCIATION (SFRTA) FOR THE PROVISION OF BUS FEEDER SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT $666,666 PER YEAR FOR TWO YEARS FOR THE PROVISION OF SAID SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID 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.

Section 2. That this Board authorizes the County Mayor, County Mayor's designee, or the Miami-Dade Transit (MDT) Director to execute the attached Interlocal Agreement and to receive $666,666 per year for the provision of the described Bus Feeder Services.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2010. 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: **DIANE COLLINS**
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 REIMBURSMENT FOR BUS FEEDER SERVICE

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 the Florida Department of Transportation relating to the South Florida Tri-County Commuter Rail Project," hereinafter referred to as the "First Agreement"; 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, the Florida Legislature in 2002 amended Florida Statute 343, Part 1 to create the South Florida Regional Transportation Authority (SFRTA) as the successor and assignee of the TCRA; and

WHEREAS, the parties now desire to enter into a Interlocal Agreement (Agreement), which shall define the reimbursement for Bus Feeder Services provided by Miami-Dade County.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, Miami-Dade County, hereinafter referred to as the "County," 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 that the County may receive reimbursement from SFRTA for Bus Feeder Service expenses not to exceed an annual amount of $666,666. 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.

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

SFRTA and the County's current agreement (as outlined in a letter dated August 5, 2009) -_related to transfers between systems, shall remain in effect until such time as a transfer policy is agreed to by the parties. SFRTA shall use the EASY Card as a method of cashless fare collection on SFRTA's fixed route service and for patron transfer between the fixed-route service of the County and the SFRTA pursuant to the Participation Agreement (Back-Office Agreement) between the parties.

3. **INVOICES**. The County shall present an invoice to SFRTA for the entire amount of the Tri-Rail Feeder Bus Service on October 1st of each year. SFRTA shall pay to the County within thirty (30) days after receipt of the invoice.

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

5. **TERM**. This Agreement shall commence on October 1, 2009, and shall continue for a period of twenty-four (24) months, until September 30, 2011.

6. **TERMINATION FOR DEFAULT**. Either party'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 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.

For Miami-Dade County:

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

For SFRTA:

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

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

ATTEST:

By:_____
Witness

(CORPORATE SEAL)

MIAMI-DADE COUNTY

By:_____
County Manager

___day of _____, 2010

Approved as to Form and Legal Sufficiency

By: Bruce Tibbaber
Assistant County Attorney

ATTEST:

Joseph Giulietti
Executive Director

(SFRTA SEAL)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: John F Koon
Chair

28 day of May, 2010

Approved as to form and legal Sufficiency by:

General Counsel, SFRTA