

INDEPENDENT REVIEW PANEL MINUTES

October 18, 2007

LOCATION: 140 West Flagler Street, Conference Room 908
Miami, Florida 33130

PANEL MEMBERS PRESENT

Jorge Reynardus, Esq., Chairperson
Julia Dawson, Esq., 1st Vice Chairperson
Moiez Tapia, Ph.D., 2nd Vice Chairperson
Glen P. Falk, Esq.
Josefa Velis, Esq.
Michael Band, Esq.
Julia C. Ferguson, Esq.
Jean-Robert Lafortune
Doris Shellow

MEMBERS ABSENT

PANEL STAFF PRESENT

Eduardo I. Diaz, Ph.D., Executive Director
Carol Boersma, Executive Assistant to the Director
Kristin Anderson, Conflict Resolution Specialist
Anna Sidan, Conflict Resolution Specialist

AUDIENCE:

Consumer Services Department (CSD): Cathy Peel, Director; Joe Mora, Division Director of Passenger Transportation Regulatory Division; Steve Bobes, Passenger Transportation Regulatory Division; Raul Gonzalez, Passenger Regulatory Division
Cabbies Association: Fernando Villacís, Maro A. Arguigo, Carlos Garcia, Jorge Cortes, Max Otero.

Agenda Item #1) Call to Order. Jorge Reynardus called the meeting to order at 2:00 p.m. and asked staff to call roll.

Agenda Item #2) Approval and adoption of the minutes from September 20, 2007. Michael Band moved to approve the minutes. Julia Dawson seconded. The motion was passed unanimously.

Agenda Item #3) IRP Complaint A2007.091 Cabbies Association Inc. v. Consumer Services Department. Mr. Reynardus reported that the Cabbies Association alleges that the Consumer Services Department (CSD) refuses to enforce sections of Chapter 31, Vehicles For Hire, of the Miami-Dade County Code relating to written agreements, written receipts and leasing to third parties. Mr. Reynardus read the allegations and stated that the department's response was unfounded to all the allegations. Mr. Reynardus suggested that the Panel go over the committee recommendations. He stated that this is an intricate complaint, relating to ordinances and regulations, and how they interplay.

Fernando Villacis stated that he has questions about allegation number 4, the requirement for written receipts. He reported that 70% of a taxi driver's income goes to the taxi companies and it is very important for taxi drivers to obtain receipts from those companies. Mr. Villacis stated that taxi drivers have no proof that they pay as much as \$26,000 dollars every year to the passenger service companies, because most companies won't accept checks, only cash. Mr. Villacis reported that he did not see anything in the recommendations that addressed his concern about obtaining receipts.

Agreement

Mr. Villacis provided a copy of the agreement between the Chauffeur and the For Hire License Holder (Exhibit #1) to the Panel members. Mr. Falk reviewed the agreement and reported that the agreement has a place for the payment amount; however, it was left blank. Mrs. Peel reported that the agreement must specify the compensation that is being paid. Mrs. Peel also reported that CSD will take enforcement action on agreements that are not in compliance, if those agreements are brought to the attention of CSD. Mrs. Peel stated that the department reviews agreements during periodic audits. She stated that CSD does not retain agreements in house because the agreements are private agreements between company and the driver.

Mrs. Peel reported that each license is renewed yearly. She stated that each company must show CSD that it has an agreement with each driver. Mrs. Peel reported that CSD reviews the agreement against its check list to make sure the agreement meets certain points required by the code.

Receipt

Mr. Cortes provided a copy of his receipt (Exhibit #2) to the Panel members. Mr. Reynardus reviewed the computer generated receipt and reported that the receipt reflected the driver's name, the method of payment which was cash, the amount and the date the week started. The name of the company was not on the receipt. Both Mr. Mora and Mrs. Peel stated that the company name is required on the receipt.

Ms. Dawson asked how taxi drivers could be good tax paying citizens and document their deductions, if the county does not require that they are given record of what they are paid. Mrs. Peel stated that the county does require that cab drivers be given receipts. She reported that the requirement appears in Chapter 31 of the code in several places. She reported that the code states the chauffer shall be provided with a written receipt which contains the name of the license holder or passenger service company (which ever is applicable), the For Hire license number, payment amount, form of payment, date of payment and period covered by the payment.

Contract

Mr. Falk suggested that the companies be asked to submit a contract format to CSD to see if it meets the criteria of the County. Mrs. Peel commented that a standardized contract would require a code amendment. She reported that she would consult with the County Attorney's Office. Ms. Dawson stated that whatever the department does not require of the company, the taxi drivers are not going to get.

Bill of Rights

Mr. Band inquired if the county provides the cab drivers with a Bill of Rights, informing them of their rights; how the driver should be paid; insurance; etc. Mrs. Peel reported that the Bill of Rights suggestion is a point well taken and one that can be explored.

Discussions of Committee Findings

Mr. Reynardus moved that the Panel adopt the committee findings as written, and that the recommendations be amended as follows:

1. That CSD develop a standard set of Chauffeur Form Agreements with passenger services companies and license holders, and an itemized receipt form.
2. That CSD develop a standardized data collection procedure to maintain information entered in all Chauffeur Form Agreements.
3. That CSD require that license holders and passenger service companies provide copies of agreements to the chauffeur who signs the agreements.
4. That CSD develop a Chauffeur Bill of Rights.
5. That taxi drivers ask CSD for a copy of insurance documentation for the vehicle he/she drives, and that they carry that documentation with them when driving the vehicle specified in the documents.

Mr. Band seconded the motion and it passed by unanimous vote.

Agenda Item # 4) Executive Director's Report. Dr. Diaz reported that occasionally the Panel receives emails from other Panel members. He advised that Panel members be very careful not to hit the “reply all” button, due to the Sunshine law, which prohibits the Panel members from privately communicating with each other regarding matters they will vote on.

Dr. Diaz reported that three Panel members participated in the NACOLE conference in San Jose and he felt supported during the members' participation. Dr. Diaz informed the Panel that he presented at the CACOLE conference in Canada the week following NACOLE.

Dr. Diaz introduced the IRP's new staff person, Anna Sidan. He also reported that Sagrario Lopez was retiring from the county after 35 years of service.

Dr. Diaz advised that the Independent Review Panel survived the budget process intact however; there are still budgetary reform laws under consideration that may impact the County in the future.

Agenda Item # 5) Adjourn. Moeiz Tapia made a motion to adjourn. Julie Ferguson seconded. The motion passed by unanimous vote.

AGREEMENT BETWEEN
CHAUFFEUR & FOR HIRE LICENSE HOLDER

This agreement made on the 21 day of August, 2007 between
FOR HIRE LICENSE HOLDER # - 1024


Whose address
is _____ a and Miami Dade County Cab
Chauffeur Fernando R. Villacis Registration # 1193
Whose address is 19335 SW 121 AVE

And they both agree to the following;

- 1) **DURATION:** This agreement is effective this date 21 August 2007 for a period of thirty (30) days & shall be renewable automatically unless terminated by either party.
- 2) **TERMINATION:** That if either party wishes to terminate their arrangement a thirty (30) days notice must be given by both parties, unless if **GOOD CAUSE** is shown and the reasons stated therein.
- 3) The Chauffeur shall pay to the For Hire License Holder the sum of \$ _____ This is per shift. This is for the right to operate a For Hire License vehicle authorized by a For Hire License. The For Hire License Holder is responsible for the payment of the renewal application fee as well as the vehicle inspection fees, operating permit, insurance, and due's. Method of payment shall be by check or money order.
- 4) The Chauffeur is responsible for reporting all accidents, incidents, ect... to the office as soon as possible. This is so that proper Insurance adjusting procedure takes place.
- 5) The subscribers to this agreement, that is **PERMIT HOLDER** and the Chauffeur do swear, and/or subscribe that the above statements are true to the best of their knowledge.

FOR HIRE LICENSE HOLDER

F/H/L # 1024


CHAUFFEUR

*given to Panel
10-18-07*

Exhibit #1

HAVE A NICE DAY

#	Week Begin	Type	Paid	Bal Licensee/Recipient	Chauffeur
1345	101507	LEA	465.00	0.00 Yellow Cab	Cortes Jorge Edilbert
CASH Totals:			465.00	0.00	

Cortes Jorge Edilberto

10/18/07 12:55 Receipt#: 214404947

*cabrie receipt
given to Panel
10-18-07*

Exhibit #2