



MEMORANDUM

AGENDA ITEM #III.F

DATE: MAY 6, 2013

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: SOUTHEAST FLORIDA PASSENGER RAIL PLANNING PARTNERSHIP
MEMORANDUM OF UNDERSTANDING

At the April 2013 Council Meeting, Dr. Kim Delaney, Treasure Coast Regional Planning Council, made a presentation on the status of South Florida East Coast Corridor Passenger Rail Study. The attached Southeast Florida Passenger Rail Coordination Memorandum of Understanding (MOU) defines roles for the various parties during each stage of passenger rail development and implementation. The MOU was prepared and vetted jointly by the FDOT, SFRTA, RPCs, MPOs, and FEC.

On April 22, 2013, the SEFTC Board approved the MOU. The remaining approval schedule is shown in the table below.

MOU ADOPTION SCHEDULE			
ENTITY	DATE (TIME)	LOCATION	STATUS
<i>Briefings for Various Parties</i>	<i>March-April 2013</i>	<i>Varied</i>	<i>Complete</i>
SEFTC	April 22, 2013 (10:00 AM)	Hollywood	Approved unanimously
SFRTA	April 26, 2013 (9:30 AM)	Pompano Beach	<i>Pending</i>
SFRPC	May 6, 2013 (10:30 AM)	Key Largo	<i>Pending</i>
Broward MPO	May 9, 2013 (9:30 AM)	Cypress Creek	<i>Pending</i>
Palm Beach MPO	May 16, 2013 (9:00 AM)	West Palm Beach	<i>Pending</i>
TCRPC	May 17, 2013 (9:30 AM)	Stuart	<i>Pending</i>
Miami-Dade MPO	May 23, 2013 (2:00 PM)	Miami	<i>Pending</i>
Florida Rail Enterprise (FDOT)	May 2013	<i>no public hearing required</i>	<i>Pending</i>

Recommendation

Approve the Memorandum of Understanding and authorize its execution by the Chair and Executive Director.

1 **MEMORANDUM OF UNDERSTANDING**

2
3 **Between**

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5 **PALM BEACH METROPOLITAN PLANNING ORGANIZATION,**
6 **BROWARD METROPOLITAN PLANNING ORGANIZATION,**
7 **MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION,**
8 **SOUTHEAST FLORIDA TRANSPORTATION COUNCIL,**
9 **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,**
10 **FLORIDA DEPARTMENT OF TRANSPORTATION,**
11 **SOUTH FLORIDA REGIONAL PLANNING COUNCIL, AND**
12 **TREASURE COAST REGIONAL PLANNING COUNCIL**

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14 **For**

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16 **TRI-RAIL COASTAL LINK SERVICE**

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18 **PRELIMINARY PROJECT DEVELOPMENT, PROJECT DEVELOPMENT,**
19 **ENGINEERING AND CONSTRUCTION PHASES; FUNDING;**
20 **PUBLIC OUTREACH; PROJECT SPONSORSHIP; AND OPERATING AGENCY**

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22
23 This Memorandum of Understanding (MOU) is entered into by and among the Palm Beach
24 Metropolitan Planning Organization (Palm Beach MPO), Broward Metropolitan Planning
25 Organization (Broward MPO), Miami-Dade Metropolitan Planning Organization (Miami-Dade
26 MPO), Southeast Florida Transportation Council (SEFTC), Florida Department of
27 Transportation (FDOT), South Florida Regional Transportation Authority (SFRTA), South
28 Florida Regional Planning Council (SFRPC), and Treasure Coast Regional Planning Council
29 (TCRPC). Hereinafter, these agencies are referred collectively as the "Parties."

30
31 The Parties wish to continue the efforts already underway to improve mobility in the region
32 which have involved unprecedented state, regional and local stakeholder collaboration and
33 coordination, including the Parties' ongoing efforts to identify optimum multimodal alternatives
34 for a balanced transportation system and to support local and regional land use plans.

35
36 The development of a multimodal transportation system within the southeast Florida region
37 involves numerous transportation agencies and stakeholders and is a complex undertaking. Each
38 of the Parties brings unique knowledge, skills, and abilities which are necessary for successful
39 completion and ultimate implementation of the Project.

40 The Parties acknowledge the potential transportation, economic, social, and environmental
41 benefits of the reintroduction of passenger service along an 85-mile section of the Florida East

42 Coast (“FEC”) Railway corridor between downtown Miami and Jupiter. The proposed premium
43 transit service generally described by the on-going South Florida East Coast Corridor (“SFECC”)
44 Study has been named, by agreement of the parties, the Tri-Rail Coastal Link Service (the
45 “Project”).

46 The Project will connect the urban core of 28 densely-populated municipalities in eastern Miami-
47 Dade, Broward, and Palm Beach Counties. It will improve north-south mobility, encourage
48 stronger east-west connections, promote redevelopment and revitalization, enhance and integrate
49 existing Tri-Rail service, and enhance freight movement. Reintroducing passenger service in the
50 FEC corridor will provide an efficient option to driving on congested streets and highways and a
51 much-needed integrated transportation link.

52 The Palm Beach MPO, Broward MPO, and Miami-Dade MPO (collectively referred to herein as
53 the “MPOs”) have allocated funding towards the Project. It is acknowledged the Project will
54 require certain approvals consistent with the Federal planning role of MPOs, including the
55 Project’s placement into the local and regional fiscally-constrained Long Range Transportation
56 Plans (LRTPs) and the determination of a “Locally Preferred Alternative” (LPA).

57
58 Exhibit “A” of this MOU identifies the roles and responsibilities of the major items, work tasks,
59 and project phases associated with implementation of the “Project,” which will include the
60 following: Preliminary Project Development; Project Development; Engineering; Construction;
61 Funding; Public Outreach; Project Sponsorship (with the Federal Transit Administration (FTA),
62 which is anticipated to be the lead federal agency); and Operations.

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64 The purpose of this MOU is to develop a multi-agency partnership for undertaking the Project.
65 This includes, but is not limited to:

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- 67 • Establishing an Executive Steering Committee and Sub-Committees with specific responsibilities
 - 68 and regularly scheduled meetings,
 - 69 • Clarifying the roles and responsibilities of the Parties relative to the Project,
 - 70 • Clarifying the involvement of the Parties relative to the Project,
 - 71 • Improving the efficiency by which Project activities are conducted,
 - 72 • Scheduling regular Project updates to the involved Boards and agencies as deemed necessary by
 - 73 the Executive Steering Committee,
 - 74 • Presenting and advancing the Project with a unified voice,
 - 75 • Coordinating technical studies and evaluations,
 - 76 • Coordinating outreach to the public, municipalities, and other involved stakeholders,
 - 77 • Collaborating on innovative approaches to a Funding Framework for the Project,
 - 78 • Maximizing the Region’s competitiveness in securing potential Federal funding for the project,
 - 79 • Clarifying communication/coordination with the involved privately owned railroads, and
 - 80 • Managing the funding and administration relating to the Project.

81 The Parties hereby mutually agree and express their understanding of the following components:

82 1. **Executive Steering Committee:** Prior to the beginning of the Project Development
83 Phase, the Parties shall establish an Executive Steering Committee to provide guidance
84 and direction for the Project and to serve as a liaison to their respective agencies. The
85 Parties shall select up to two senior level representatives to serve as members of the
86 Committee, and all Parties shall participate fully in this Committee, including providing
87 staff and technical support to the Committee as deemed necessary. The Executive
88 Steering Committee is intended to include additional representation from the three county
89 transit agencies to provide strategic input on regional and local transportation issues. The
90 Executive Steering Committee should meet no less than bi-monthly to discuss Project
91 status, issues facing the Project and to develop strategies for resolving Project-related
92 challenges.

93
94 2. **Project Roles and Responsibilities:** The roles and responsibilities of the Parties in
95 conducting the Project shall be as follows:

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97 A. All Parties shall ensure that the Project is coordinated and consistent with all local,
98 regional, and state transportation plans.

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100 B. All Parties shall seek to reach consensus on key project issues and work cooperatively
101 towards resolving any conflicts that may arise.

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103 C. All Parties shall ensure that the overall Project Development milestone schedule (two
104 year required timeline by FTA) is maintained throughout the project. A schedule with
105 key milestones (FTA documentation, public meetings, etc.) will be developed by
106 FDOT and reviewed by the Executive Steering Committee. The Sub-Committees will
107 ensure project development activities are consistent with the overall Project
108 Development schedule.

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110 D. SFRTA will coordinate with FDOT on the rail operations planning and engineering to
111 support the analysis of alternatives, particularly as it affects existing commuter rail
112 services.

113
114 E. FDOT and SFRTA will jointly present regular Project updates quarterly to the MPOs,
115 SEFTC, and SFRTA boards and semi-annually to the SFRPC and TCRPC boards.

116
117 F. **Executive Steering Committee:** FDOT will coordinate the Executive Steering
118 Committee as described above, in collaboration with SFRTA, through the Project
119 Development Phase. SFRTA will coordinate the Executive Steering Committee, in

120 collaboration with FDOT, through the Engineering and Construction Phases.
121 Additional technical input as appropriate will be coordinated with Florida East Coast
122 Industries (FECI). The Executive Steering Committee will report back to the MPOs
123 and SEFTC for local and regional direction.
124

125 **G. Project Sub-Committees:** Three Sub-Committees will serve under the Executive
126 Steering Committee to facilitate more detailed discussions about certain aspects of the
127 project as follows:
128

- 129 a. The Financial Sub-Committee, to be coordinated by the SFRTA, will develop
130 a financial and funding plan for the Project, including local contributions.
- 131 b. The Technical Sub-Committee, to be coordinated by the FDOT, will review
132 and discuss the numerous technical details of the project.
- 133 c. The Public Outreach Sub-Committee, to be coordinated by the Regional
134 Planning Councils (RPCs), will craft and disseminate materials for general
135 public outreach efforts.
136

137 All Sub-Committees shall utilize the technical resources of the Project team to ensure
138 information and data consistency.
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140 All Sub-Committees shall report back to the Executive Steering Committee.
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142 All Sub-Committees shall include representation by the three MPOs.
143

144 **H. Preliminary Project Development Phase:** FDOT shall have the primary
145 responsibility to lead and complete the Preliminary Project Development Phase,
146 including the completion of the “South Florida East Coast Corridor Study.” This
147 study, which represents “preliminary project development” (formerly known as an
148 “alternatives analysis”), includes the traditional steering of the planning activities
149 leading to a formal request to Federal Transit Administration (FTA) for the project to
150 enter the “project development” phase (which includes the NEPA process). SFRTA,
151 in conjunction with FDOT and the MPOs, will transmit a letter to FTA on behalf of
152 the Parties requesting entry into the Project Development Phase and indicating the
153 SFRTA will be the future Project Sponsor. Concurrence from the MPOs shall be
154 secured for the Project prior to this request to FTA.
155

156 During the Preliminary Project Development and Project Development Phases, FDOT
157 shall serve as contract manager for the Project, administer Project funds, oversee all
158 technical and environmental components, and insure that the Project’s procurement
159 process is consistent with applicable federal, state and local regulations and that

160 appropriate billing procedures are implemented. FDOT will coordinate directly with
161 SFRTA for technical support, as well as Project presentations, workshops, and
162 hearings. General oversight for the Project will be provided by SEFTC.

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164 I. **Project Development Phase:** FDOT shall have the primary responsibility for
165 completing all activities associated with the Project Development Phase, including
166 the National Environmental Policy Act (NEPA) process. FDOT will coordinate this
167 effort directly with the SFRTA, including technical support and all presentations,
168 workshops, and hearings. Following approval of an LPA by the Palm Beach MPO,
169 Broward MPO, and Miami-Dade MPO, FDOT shall submit final NEPA
170 documentation to FTA. Upon approval of the NEPA document, SFRTA, on behalf of
171 the Parties, shall submit a request to FTA to enter the Engineering Phase.

172
173 FDOT and the SFRTA will coordinate with the Executive Steering Committee
174 regarding coordination with local governments addressing station locations, land use,
175 future transit oriented development opportunities, and related matters. Additional
176 technical input as appropriate will be coordinated with FECL.

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178 J. **Design, Engineering and Construction Phases:** SFRTA shall have the primary
179 responsibility to lead the Engineering and Construction Process. SFRTA will
180 coordinate this effort directly with FDOT. Oversight for this Process will be provided
181 by the Executive Steering Committee. Prior to the submittal of an FTA request to
182 advance the Project into the Engineering Phase, the Project shall be endorsed by the
183 MPOs, and it shall be included in the “Cost Feasible” plans of the MPOs and SEFTC
184 (referred to as “fiscally constrained plans” in the MAP-21 legislation).

185
186 K. **Public Outreach Process:**

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188 a. **General Public Outreach:** SFRPC and TCRPC shall have the primary
189 responsibility for the coordination and implementation of a general public
190 outreach and education program. This shall include development and
191 facilitation of a “Corridor Coalition” to assist with identification of project
192 leaders, provide project advocacy, and secure public input. The RPCs will
193 provide all public materials to FDOT for review to ensure NEPA compliance.
194 A public involvement schedule for NEPA requirements (public meetings,
195 advertising deadlines, etc.) will be developed by FDOT and coordinated with
196 the RPCs. FDOT will retain responsibility for responding to and maintaining
197 records for all public comments during the NEPA process. The public
198 outreach effort will be supported by and coordinated with FDOT, SFRTA,
199 SEFTC, and the MPOs.

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b. **Procedural Public Outreach:** The lead coordinating agency responsible for a particular phase of the Project (e.g., FDOT for the Project Development Phase; SFRTA for the Engineering and Construction Phases) will facilitate the required procedural public outreach for said phase (e.g., NEPA public hearings, notices mailed to affected property owners). The RPCs will provide assistance for this specific public outreach as appropriate. All public outreach activities will be coordinated with the Executive Steering Committee.

L. **Negotiations with Florida East Coast Industries (FECI):** Speaking with a “unified voice” for the Region, FDOT and SFRTA shall be equally responsible for negotiations with Florida East Coast Industries (FECI) regarding all aspects of the Tri-Rail Coastal Link service. Both FDOT and SFRTA will provide legal and technical support as necessary for completion of negotiations.

M. **Project Finance Plan:** Through the Executive Steering Committee, FDOT shall have the primary responsibility to develop a general funding framework which will include anticipated federal, state, and local shares. Through the Financial Subcommittee, SFRTA shall have the primary responsibility for project financing, including the development of a conceptual project finance plan that addresses capital costs, access fees, operations/maintenance costs, and local contributions. FDOT and SFRTA will collaborate upon these efforts, which will occur simultaneously throughout the course of the Project. The Project Finance Plan will be coordinated with and integrated into ongoing MPO finance planning and be presented to the MPOs for approval. Approval will be sought by the Executive Steering Committee and all affected funding parties at the federal, state, county, and municipal levels, as well as other sources that may be identified, and ultimately brought to the MPOs for inclusion in their Cost Feasible Plans and Transportation Improvement Plans (TIPs) per federal law.

N. **Project Funding:** Funding for the Project Development Phase of the Project is included in the FDOT five-year work program. The Executive Steering Committee shall pursue all sources of capital money to fund the remaining phases of Engineering and Construction. Operations and maintenance costs shall be a local and regional responsibility. FDOT shall have no obligations to fund operations and maintenance costs for the Project.

O. **Federal Funding Application Process:** SFRTA shall have the primary responsibility for negotiating and acquiring a Full Funding Grant Agreement (FFGA) with the FTA, should the project require New Starts/Small Starts or capital funding

240 through the FTA. SFRTA will be identified as the Project Sponsor and “Designated
241 Recipient” for the award of any Federal funds for the Project. FDOT will be
242 responsible for assembling the project information and producing all technical
243 documentation for entry into the Project Development and Engineering Phases,
244 including New Starts technical worksheets and data. SFRTA will review all project-
245 related documentation prior to its submittal to FTA.

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247 Once the Project is approved to enter the Project Development Phase, FDOT, in
248 coordination with SFRTA, will lead all technical discussions with FTA through the
249 Project Development Phase. Once the Project is approved to enter the Engineering
250 Phase, SFRTA, in coordination with FDOT, will lead all technical discussions with
251 FTA once the Project is approved for the Engineering Phase.

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253 Additional technical input as appropriate will be coordinated with FECL. General
254 oversight for all Federal funding applications will be provided by the Executive
255 Steering Committee.

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257 **P. Operations Phase.** The Project is anticipated to result in expanded and integrated
258 commuter rail passenger service on the South Florida Rail Corridor (Tri-Rail) as well
259 as new service on the FEC rail corridor (Tri-Rail Coastal Link) and that these services
260 would become an important part of the regional transportation system. Accordingly,
261 it is the intent of all Parties that SFRTA be the Operating Agency of the Tri-Rail
262 Coastal Link commuter rail passenger service in South Florida and that it have the
263 primary responsibility for the service.

264
265 The various components of the SFECC Project Process, as identified above, are
266 illustrated in the graphic contained in Exhibit A.

267
268 **3. Involvement by the Parties in the Project:** The Project shall be conducted with the
269 involvement of, and in cooperation with, the Parties at each stage of the Project.
270 Approval from the Executive Steering Committee must be obtained at each of the major
271 Project milestones. The major milestones for the purposes of the MOU on this Project
272 include:

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274 A. Board Meeting Presentations
275 B. FTA Presentations
276 C. Strategy and schedule for the Project Development and related environmental analysis
277 for the Project under NEPA
278 D. Submission of the Project Development letter and supporting documentation to FTA
279 for the Project

- 280 E. Development and refinement of the Build Alternatives for the NEPA process
- 281 F. Preliminary funding plan with the regional stakeholders
- 282 G. Endorsement from MPOs prior to requesting FTA approval to enter Project
- 283 Development and/or Engineering Phases
- 284 H. Public Workshop and Hearing materials for the NEPA process
- 285 I. Executive Steering Committee recommendation of an LPA to the MPOs
- 286 J. Submission of the draft NEPA document to the FTA
- 287 K. Schedule for the Next Phase of the Project Process, Engineering, in compliance with
- 288 FTA requirements including the preliminary funding plan for the Project
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290 4. Through this MOU, the Parties express their mutual intent to move in a diligent, efficient,
291 and thorough manner to develop the Project, but understand that this MOU is, by its
292 nature, an understanding outlining commitments to be made in this process and the
293 Parties understand and agree that notwithstanding anything to the contrary contained in
294 this MOU, this MOU shall impose no legally enforceable contractual obligations or other
295 obligations on any of the Parties. Each of the parties agrees to pursue maximum
296 cooperation and communication to ensure that the planning, design, financing, and
297 implementation of passenger rail service fully complies with applicable federal and state
298 requirements and results in a minimum duplication of effort.

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300 5. This MOU shall take effect when approved by all Parties on the last date shown below,
301 and shall expire upon Project Implementation or upon sixty (60) days notice of
302 termination by any Party. The Understanding may be extended in writing by the Parties.

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APPROVED AND ADOPTED by each Party on the date shown below:

FOR THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION

The foregoing Memorandum of Understanding was offered by _____
who moved its adoption. The motion was seconded by _____,
and upon being put to a vote, the motion passed. The Chair thereupon declared the
Memorandum of Understanding duly adopted this _____ day of _____, 2013.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: _____
Chair

ATTEST:

By: _____
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

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FOR THE BROWARD METROPOLITAN PLANNING ORGANIZATION

**AGREEMENT BETWEEN THE BMPO AND OTHER REGIONAL PARTIES FOR A
MEMORANDUM OF UNDERSTANDING FOR THE TRI-RAIL COASTAL LINK
PARTNERSHIP**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the
respective dates under each signature: MPO, signing by and through its Chair and Executive
Director, attested to and duly authorized to execute same.

**MPO
BROWARD METROPOLITAN
PLANNING ORGANIZATION**

By: _____
Richard Blattner, Chair

By: _____
Gregory Stuart, Executive Director

This ____ day of _____, 2013.

This ____ day of _____, 2013.

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE MPO ONLY:**

MPO General Counsel
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

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FOR THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

**AGREEMENT BETWEEN THE MIAMI-DADE MPO AND OTHER REGIONAL PARTIES
FOR A MEMORANDUM OF UNDERSTANDING FOR THE TRI-RAIL COASTAL LINK
PARTNERSHIP**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the
respective dates under each signature: MPO, signing by and through its Chairwoman and Executive
Director, attested to and duly authorized to execute same.

MPO
MIAMI-DADE METROPOLITAN
PLANNING ORGANIZATION

By: _____
Rebeca Sosa, Chairwoman

By: _____
Irma San Roman, Interim Director

This ____ day of _____, 2013.

This ____ day of _____, 2013.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Assistant County Attorney

FOR THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL

The Chair thereupon declared the Memorandum of Understanding duly adopted this 22nd day of
April 2013.

SOUTHEAST FLORIDA TRANSPORTATION COUNCIL

By: _____
(Signature pending)
Susan Haynie, Chair

415 **FOR THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

416
417 **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, through its
418 **GOVERNING BOARD**, signing by and through its Chair, authorized to execute same by Board
419 action on the ____ day of _____, 2013

421 SFRTA:

422
423 ATTEST: By: _____

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426 _____, CHAIR

427 Joseph Giulietti, Executive Director

428
429 ____ day of _____, 2013

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431 APPROVED AS TO FORM:

432
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434 _____
435 Teresa J. Moore, General Counsel

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439 **FOR THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

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442 _____
443 Fred Wise, Executive Director, Florida Rail Enterprise _____ Date

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447 Legal Review:
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FOR THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL

DULY ADOPTED by the South Florida Regional Planning Council this ____ day of _____ 2013.

Paul Wallace, Esq.
Chairman

James F. Murley
Executive Director

FOR THE TREASURE COAST REGIONAL PLANNING COUNCIL

DULY ADOPTED by the Treasure Coast Regional Planning Council this ____ day of _____ 2013.

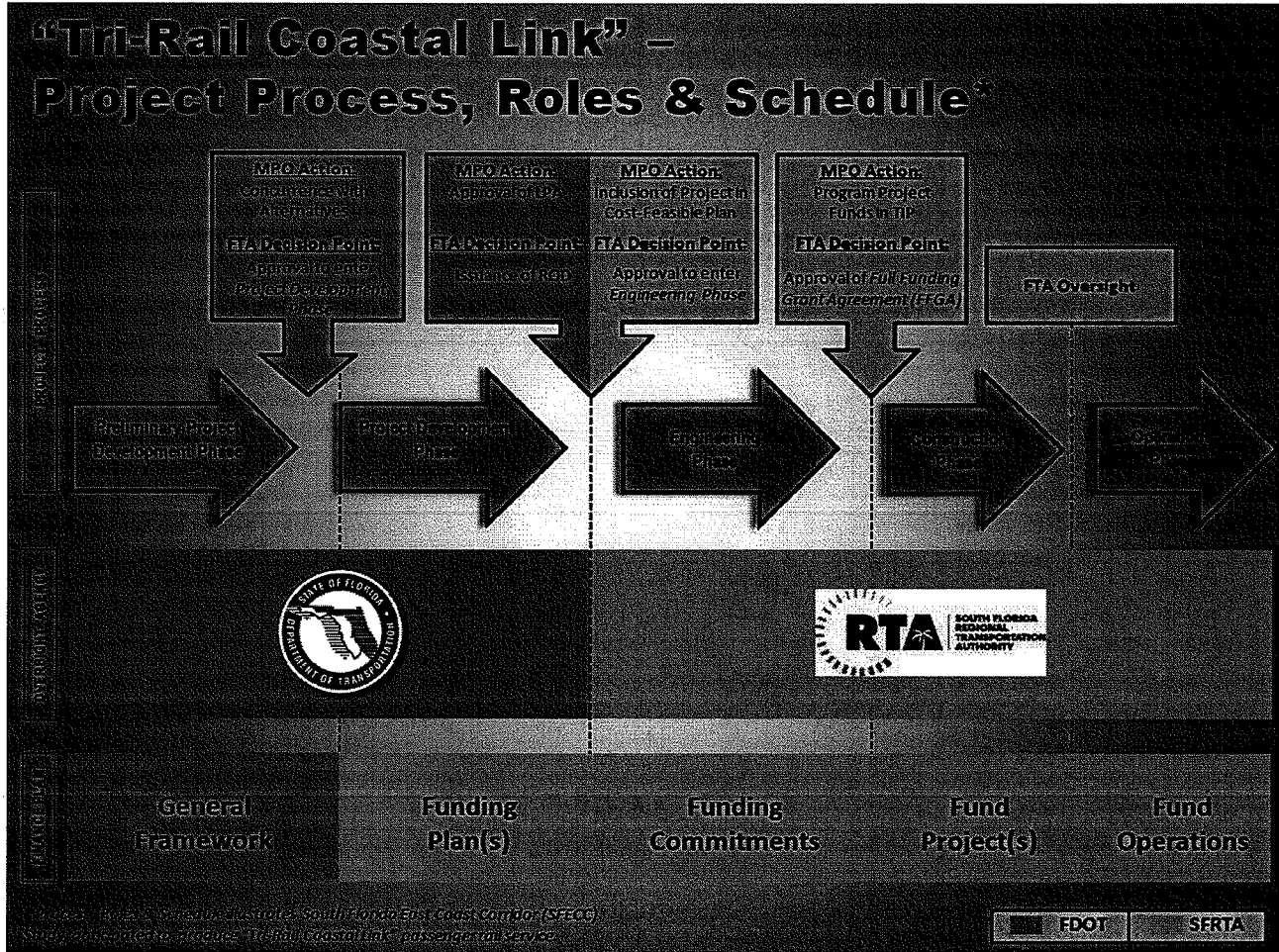
Peter O'Bryan
Chairman

Michael J. Busha
Executive Director

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EXHIBIT A

Graphic Illustration of the Roles, Process & Timeline for the
“Tri-Rail Coastal Link” Service



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