MEMORANDUM OF UNDERSTANDING

Between

PALM BEACH METROPOLITAN PLANNING ORGANIZATION,
BROWARD METROPOLITAN PLANNING ORGANIZATION,
MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION,
SOUTHEAST FLORIDA TRANSPORTATION COUNCIL,
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,
FLORIDA DEPARTMENT OF TRANSPORTATION,
SOUTH FLORIDA REGIONAL PLANNING COUNCIL, AND
TREASURE COAST REGIONAL PLANNING COUNCIL

For

TRI-RAIL COASTAL LINK SERVICE

PRELIMINARY PROJECT DEVELOPMENT, PROJECT DEVELOPMENT,
ENGINEERING AND CONSTRUCTION PHASES; FUNDING;
PUBLIC OUTREACH; PROJECT SPONSORSHIP; AND OPERATING AGENCY

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

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

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

The Parties acknowledge the potential transportation, economic, social, and environmental benefits of the reintroduction of passenger service along an 85-mile section of the Florida East
Coast ("FEC") Railway corridor between downtown Miami and Jupiter. The proposed premium transit service generally described by the on-going South Florida East Coast Corridor ("SFECC") Study has been named, by agreement of the parties, the Tri-Rail Coastal Link Service (the "Project").

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

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

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

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

- Establishing an Executive Steering Committee and Sub-Committees with specific responsibilities and regularly scheduled meetings,
- Clarifying the roles and responsibilities of the Parties relative to the Project,
- Clarifying the involvement of the Parties relative to the Project,
- Improving the efficiency by which Project activities are conducted,
- Scheduling regular Project updates to the involved Boards and agencies as deemed necessary by the Executive Steering Committee,
- Presenting and advancing the Project with a unified voice,
- Coordinating technical studies and evaluations,
- Coordinating outreach to the public, municipalities, and other involved stakeholders,
- Collaborating on innovative approaches to a Funding Framework for the Project,
- Maximizing the Region’s competitiveness in securing potential Federal funding for the project,
- Clarifying communication/coordination with the involved privately owned railroads, and
- Managing the funding and administration relating to the Project.
The Parties hereby mutually agree and express their understanding of the following components:

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

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

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

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

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

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

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

   F. **Executive Steering Committee:** FDOT will coordinate the Executive Steering Committee as described above, in collaboration with SFRTA, through the Project Development Phase. SFRTA will coordinate the Executive Steering Committee, in
collaboration with FDOT, through the Engineering and Construction Phases. Additional technical input as appropriate will be coordinated with Florida East Coast Industries (FECI). The Executive Steering Committee will report back to the MPOs and SEFTC for local and regional direction.

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

a. The Financial Sub-Committee, to be coordinated by the SFRTA, will develop a financial and funding plan for the Project, including local contributions.

b. The Technical Sub-Committee, to be coordinated by the FDOT, will review and discuss the numerous technical details of the project.

c. The Public Outreach Sub-Committee, to be coordinated by the Regional Planning Councils (RPCs), will craft and disseminate materials for general public outreach efforts.

All Sub-Committees shall utilize the technical resources of the Project team to ensure information and data consistency.

All Sub-Committees shall report back to the Executive Steering Committee.

All Sub-Committees shall include representation by the three MPOs.

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

During the Preliminary Project Development and Project Development Phases, FDOT shall serve as contract manager for the Project, administer Project funds, oversee all technical and environmental components, and insure that the Project’s procurement process is consistent with applicable federal, state and local regulations and that
appropriate billing procedures are implemented. FDOT will coordinate directly with SFRTA for technical support, as well as Project presentations, workshops, and hearings. General oversight for the Project will be provided by SEFTC.

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

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

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

K. **Public Outreach Process:**

a. **General Public Outreach:** SFRPC and TCRPC shall have the primary responsibility for the coordination and implementation of a general public outreach and education program. This shall include development and facilitation of a “Corridor Coalition” to assist with identification of project leaders, provide project advocacy, and secure public input. The RPCs will provide all public materials to FDOT for review to ensure NEPA compliance. A public involvement schedule for NEPA requirements (public meetings, advertising deadlines, etc.) will be developed by FDOT and coordinated with the RPCs. FDOT will retain responsibility for responding to and maintaining records for all public comments during the NEPA process. The public outreach effort will be supported by and coordinated with FDOT, SFRTA, SEFTC, and the MPOs.
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 Sub-Committee, 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
through the FTA. SFRTA will be identified as the Project Sponsor and “Designated Recipient” for the award of any Federal funds for the Project. FDOT will be responsible for assembling the project information and producing all technical documentation for entry into the Project Development and Engineering Phases, including New Starts technical worksheets and data. SFRTA will review all project-related documentation prior to its submittal to FTA.

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

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

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

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

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

   A. Board Meeting Presentations
   B. FTA Presentations
   C. Strategy and schedule for the Project Development and related environmental analysis for the Project under NEPA
   D. Submission of the Project Development letter and supporting documentation to FTA for the Project
E. Development and refinement of the Build Alternatives for the NEPA process
F. Preliminary funding plan with the regional stakeholders
G. Endorsement from MPOs prior to requesting FTA approval to enter Project Development and/or Engineering Phases
H. Public Workshop and Hearing materials for the NEPA process
I. Executive Steering Committee recommendation of an LPA to the MPOs
J. Submission of the draft NEPA document to the FTA
K. Schedule for the Next Phase of the Project Process, Engineering, in compliance with FTA requirements including the preliminary funding plan for the Project

4. Through this MOU, the Parties express their mutual intent to move in a diligent, efficient, and thorough manner to develop the Project, but understand that this MOU is, by its nature, an understanding outlining commitments to be made in this process and the Parties understand and agree that notwithstanding anything to the contrary contained in this MOU, this MOU shall impose no legally enforceable contractual obligations or other obligations on any of the Parties. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the planning, design, financing, and implementation of passenger rail service fully complies with applicable federal and state requirements and results in a minimum duplication of effort.

5. This MOU shall take effect when approved by all Parties on the last date shown below, and shall expire upon Project Implementation or upon sixty (60) days notice of termination by any Party. The Understanding may be extended in writing by the Parties.
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 Vice Chair Keith James who moved its adoption. The motion was seconded by Comm. Paulette Burdick, and upon being put to a vote, the motion passed. The Chair thereupon declared the Memorandum of Understanding duly adopted this 16th day of May, 2013.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: __________________________
Chair

ATTEST:

By: __________________________
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: __________________________
Assistant County Attorney
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.

By: Richard Blattner, Chair

This day of , 2013.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE MPO ONLY:

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

By: Gregory Stuart, Executive Director

This day of , 2013.
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: [Signature]
Rebeca Sosa, Chairwoman

By: [Signature]
Irma San Roman, Interim Director

This 23rd day of May, 2013.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
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]
Susan Haynie, Chair
FOR THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, through its GOVERNING BOARD, signing by and through its Chair, authorized to execute same by Board action on the 26th day of April, 2013

SFRTA:

By: Steven L. Abrams, CHAIR

ATTEST:

Joseph Giulietti, Executive Director

___ day of ______________, 2013

APPROVED AS TO FORM:

Teresa J. Moore, General Counsel

FOR THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Fred Wise, Executive Director, Florida Rail Enterprise

Date

Legal Review:

Stephanie Burns
FOR THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL

DULLY ADOPTED by the South Florida Regional Planning Council this 28th day of May 2013.

[Signatures]

Paul Wallace, Esq.                James F. Murley
Chairman                             Executive Director

FOR THE TREASURE COAST REGIONAL PLANNING COUNCIL

DULLY ADOPTED by the Treasure Coast Regional Planning Council this 17th day of May 2013.

[Signatures]

Peter O'Bryan                      Michael J. Busha
Chairman                          Executive Director
EXHIBIT A

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

*Process, Roles & Schedule illustrates South Florida East Coast Corridor (SFECC) Study, anticipated to produce “Tri-Rail Coastal Link” passenger rail service.*