

Meeting Date: 1/12/21

Agenda Item #: 42

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## MEMORANDUM OF UNDERSTANDING

Between

BROWARD COUNTY

and

FLORIDA DEPARTMENT OF TRANSPORTATION

This Memorandum of Understanding (MOU) is entered into this 28th of January, 2021 between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, and Broward County (County), a political subdivision of the State of Florida, collectively hereinafter the "Parties."

- A. The development of a multimodal transportation system within the region is a complex undertaking that involves various transportation agencies. Each of the Parties has unique skills and abilities which are necessary for successful completion of an environmental document (National Environmental Policy Act or NEPA), with the Federal Transit Administration (FTA) as the Lead Agency, for proposed commuter rail service in Broward County, generally described as the Broward County Commuter Rail Study (the Project). Miami-Dade County is pursuing a commuter rail project, known as the Northeast Corridor, as one of six corridors that comprise the SMART (Strategic Miami Area Rapid Transit) Plan. It is assumed that any commuter rail service in Broward County along the Florida East Coast (FEC) rail corridor will connect to and integrate with the service that is currently proposed in Miami-Dade County in the Northeast Corridor and with any potential future commuter rail service that may be extended into Palm Beach County.
  
- B. The Parties wish to continue the efforts already underway to improve mobility in the region. These past and current efforts, including the previous Tri-Rail Coastal Link Study, have involved unprecedented state, regional, and local stakeholder collaboration and coordination. This Project reflects the Parties' ongoing efforts to refine the previous commuter rail studies to meet the needs of the County, and to provide relief, parallel capacity, and access to the State's Strategic Intermodal System (SIS) facilities. In addition, the Project will aid in providing a balanced transportation system that supports local and regional land use plans.

- C. The purpose of this MOU is to formalize a partnership between the Parties for the undertaking of the Project.
- D. The **Project** is defined as:  
Implementation of a commuter rail service in the FEC rail corridor between the proposed Aventura Station in Miami-Dade County and Deerfield Beach in Broward County. This commuter rail service will include the necessary rail, signaling, safety and communications improvements, and passenger amenities and stations. The commuter rail service will include a new rail crossing at the New River and a new rail connection between the FEC rail corridor to the South Florida Rail Corridor (SFRC) near NW 13th Street in Pompano Beach, known as the Pompano Crossover.
- E. The current limits of the Project study area are the proposed Aventura Station in Miami-Dade County (Northeast Corridor northern terminus) to the south (approximately 1.4 miles south of the Broward/Miami-Dade County line), Deerfield Beach to the north, I-95 to the west and the Intracoastal Waterway to the east. The Project is consistent with the Broward Metropolitan Planning Organization's (MPO) 2045 Metropolitan Transportation Plan (MTP), which identifies the Project on the Transit Needs list. All previous technical work and analyses completed to date in studies including the Tri-Rail Coastal Link Study shall be utilized for the Project.
- F. The FDOT shall conduct a Project Development and Environment (PD&E) Study for the Project, which includes an environmental analysis and public review and comment of the potential impacts and benefits that would result from the implementation of commuter rail service in the above defined study area, consistent with federal NEPA regulations, State requirements, and other requirements of a PD&E Study. The comparison and evaluation of alternatives to best balance meeting the project purpose and need with addressing stakeholder input along with engineering and environmental considerations will occur as part of the PD&E phase of the project.
- G. Upon completion of this PD&E work, the next phases of the project delivery process are expected to be Final Design and Construction. It is anticipated that the County will be responsible for these next phases and that local, state, and federal funds may be pursued to pay for the design and construction. However, prior to the completion of the PD&E, the Parties will work together to determine the appropriate Project delivery method. The Parties will then

collaborate on a schedule for proceeding, as well as identify what assistance, if any, is required of FDOT in the future phases for design and construction of the Project. NOW, THEREFORE, the Parties hereby mutually agree and express their understanding that:

**I. Generally**

- a. Each Party agrees to take the necessary steps and perform the required activities to complete the Project. These steps include, but are not limited to: public and stakeholder outreach and consensus-building; technical studies and evaluations, including the refinement of the planned commuter rail service operations plan; subsequent environmental surveys, reviews, and evaluations within the study area; development of a funding framework and financial plan for each phase of the project including operations and maintenance; obtaining access to the FEC railroad corridor for the purpose of constructing, operating, and maintaining the commuter rail service; design and construction of the Project through an agreed upon Project delivery method; operating or securing an operator for the Project; and the administrative tasks relating to the Project.

**II. Project Roles** - The roles of the Parties in conducting the Project shall be as follows:

- a. Both Parties shall ensure that the Project is coordinated and consistent with all local, regional, and state transportation plans.
- b. Each Party shall seek to reach consensus on key project issues prior to conducting their respective roles and responsibilities.
- c. FDOT will conduct the preliminary engineering and environmental analysis via a PD&E Study and coordinate with County on the operations planning for the commuter rail service, particularly as it affects Broward County Transit services, freight service, and intercity passenger rail; coordinate with private entities such as Grupo México Transportes/Florida East Coast Railroad (GMXT/FEC) and Brightline as necessary to complete the technical analysis; as well as coordinate with the FTA, U.S. Coast Guard (USCG), and other federal, state and local agencies as may be necessary.

- d. FDOT will be responsible for the meetings and public outreach required of the PD&E/NEPA process. The County, with FDOT technical support, will be responsible for all Stakeholder and MPO meetings as well as non-PD&E public outreach events.
- e. County will be responsible for all consensus-building activity with the Stakeholders, including GMXT/FEC, Brightline, and the municipalities within the County to support selection of the station locations.

### **III. Project Generally**

FDOT has a Corridor Management Oversight Consultant (CMOC) and a PD&E Consultant under contract that will work on the Project. FDOT shall serve as the contract manager for the PD&E Study and shall administer funds related thereto, to ensure that the NEPA process is consistent with applicable federal, state, and local laws and regulations and that appropriate reviews are conducted. FDOT has programmed the funds necessary to complete the PD&E Study subject to the following conditions as agreed to between the Parties:

#### **a. Logical Termini:**

The Study will have to demonstrate independent utility and logical termini for the proposed commuter service. The logical terminus for this Study is anticipated to be Deerfield Beach to the proposed Aventura Station in Miami-Dade County and includes a potential new crossing over the New River in downtown Ft. Lauderdale and the Pompano Crossover, which allows access to the South Florida Rail Corridor.

- IV. Stakeholder Support:** It is anticipated that there will be various stakeholders involved in the new commuter rail service in the County, as well as for utilization of the FEC rail corridor, passenger rail stations, the New River Bridge crossing, and the Pompano Crossover. County shall seek to obtain assurances, letters, and/or resolutions early in the Study process demonstrating support of the Project from the stakeholders. In addition, County shall seek to obtain assurances, letters, and/or resolutions of stakeholder support on the recommended alternative, prior to the Public Hearing for the PD&E.

- V. **Financial Plan:** A viable financial plan is one of the major components necessary for successful completion of this Study and to move the project into the design and construction phase. County shall be responsible for developing and approving the necessary draft and final financial plan, with the technical support from FDOT, prior to moving into the Final Design and Construction phase of the FTA Project Development process, or into the agreed upon Project delivery method.
- VI. **Track Access:** Agreements will be required to access the FEC rail right-of-way to construct commuter rail infrastructure and to operate and maintain commuter rail service. County shall lead the negotiations and seek to secure the necessary agreements regarding commuter rail access on the FEC Corridor, with FDOT technical assistance. In addition, the County shall seek to secure the non-State funding required to obtain passenger rail access to the FEC rail corridor prior to signing such agreements.
- VII. **PD&E Study (Class of Action)**  
FDOT estimates that the time necessary to complete the Study is approximately 12 to 18 months based on the Parties' mutual understanding and resolution of the issues identified above. This timeframe has been developed based on a NEPA Class of Action (COA) of Categorical Exclusion Type 2 (CE2). However, if the USCG, FTA, or any other agency requires an Environmental Assessment (EA) class of action, the review timeframes and other requirements may result in up to an additional 6 months of time added to the schedule. FDOT and the County will meet with USCG and FTA to make a final determination of the COA before commencing work. To the greatest extent possible, FDOT will implement environmental streamlining best practices when developing and managing the project schedule.
- VIII. **Party Involvement in the Project** – The Project shall be conducted with the involvement of, and in cooperation with, each Party at each stage of the Project. Approval from each Party must be obtained upon completion of each Project milestone. The major milestones for the Study the purposes of this MOU, with the primary/secondary responsibility noted, include:
- a. Project Scope – Study limits and logical termini (FDOT/County);
  - b. Stakeholder Support - Letters and/or Resolutions of Support (County);
  - c. FTA and USCG Meetings (FDOT/County);

- d. Determination of NEPA Class of Action (FDOT/County);
- e. Schedule for Study (FDOT/County);
- f. Agency and Public Kickoff Meetings (FDOT/County);
- g. MPO Board & Stakeholder Meetings and Presentations (County/FDOT);
- h. Draft Financial Analysis and Funding Plan (County/FDOT);
- i. Track Access Agreement to construct, operate and maintain commuter rail service (County/FDOT);
- j. Alternatives Public Workshop (FDOT/County);
- k. Final Financial Analysis and Funding Plan (County/FDOT);
- l. Submittal of a draft environmental document to the FTA (FDOT);
- m. Distribution of a draft environmental document to the Public (FDOT);
- n. Public Hearing on the draft environmental document (FDOT/County);  
and
- o. Issuance of the Final environmental action (FDOT).

**IX.** Upon completion of this PD&E work, the next phase of the project development process is projected to be Final Design and Construction. It is anticipated that the County will be responsible for this next phase(s). However, prior to the completion of the PD&E, the Parties will work together to determine the appropriate Project delivery method. The Parties will then collaborate on a schedule for proceeding, as well as identify what assistance, if any, is required of FDOT in the future phases for design and construction of the Project.

**X.** Project Executive Committee - The Parties shall establish a Project Executive Committee to provide guidance for the Project and to serve as a liaison to their respective agencies. County and FDOT shall each 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 Project Executive Committee will organize and meet within one month of the MOU's effective date and meet at least monthly until the Project's formal closeout. Initially, the Committee will define Project goals, objectives, deliverables, and how Project success will be quantified, measured, and reported. The Committee will have the ongoing responsibility to discuss Project status, issues facing the Project, and to develop strategies for resolving Project-related challenges. Meeting Agendas and Minutes will be maintained to facilitate tracking and reporting of Project status, issues, and the effectiveness of various strategies in resolving challenges.

XI. By virtue of this MOU, the Parties express their mutual intent to work in good faith and in a diligent, thorough manner to complete the Project.

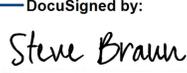
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IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12<sup>th</sup> day of January, 2021, and Department of Tran, signing by and through its Director, duly authorized to execute same.

BROWARD COUNTY, by and through its  
County Administrator

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY:   
Bertha Henry, County Administrator

DocuSigned by:  
BY:   
NAME: Steven C. Braun, P.E.

DIRECTOR OF TRANSPORTATION  
DEVELOPMENT

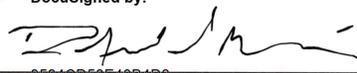
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WITNESS:  


Print Name: \_\_\_\_\_  
TAMARA BRANNON

LEGAL REVIEW:

Print Name: Rafael Garcia

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BY: \_\_\_\_\_  
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28th day of January, 20 21

OFFICE OF THE GENERAL COUNSEL

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BY:   
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Angela J. Wallace (Date)  
Transportation Surtax General Counsel