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

MEMORANDUM

Agenda Item No. 11(A)(2)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a Memorandum of Understanding between Miami-Dade County, Florida Department of Transportation, City of Miami and City of Miami Beach for the development of the Beach Corridor Direct Connection Project in substantially the form attached

Resolution No. R-411-16

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro, and Co-Sponsors Commissioner Audrey M. Edmonson and Commissioner Sally A. Heyman.

Abigail Price-Williams
County Attorney

APW/lmp

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor'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. 11(A)(2)
5-17-16

RESOLUTION NO. R-411-16

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY, FLORIDA DEPARTMENT OF TRANSPORTATION, CITY OF MIAMI AND CITY OF MIAMI BEACH FOR THE DEVELOPMENT OF THE BEACH CORRIDOR DIRECT CONNECTION PROJECT IN SUBSTANTIALLY THE FORM ATTACHED

WHEREAS, Miami Beach, downtown Miami, and Midtown Miami are significant commercial and residential communities; and

WHEREAS, Miami Beach, downtown Miami, and Midtown Miami are among the most congested areas of Miami-Dade County; and

WHEREAS, a reliable and convenient mass transit connection between downtown Miami, Midtown Miami, and Miami Beach would provide much needed transportation alternatives for Miami-Dade County's residents, workers, and visitors; and

WHEREAS, on February 4, 2016, the Metropolitan Planning Organization's Policy Executive Committee, consisting of the Mayors of Miami-Dade County, Miami, and Miami Beach and the County Commissioners representing Districts 5 and 7 unanimously supported the attached Memorandum of understanding,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a Memorandum of Understanding between Miami-Dade County, Florida Department of Transportation, City of Miami, and City of Miami Beach for the development of the Beach Corridor Direct Connection Project in substantially the form attached.

The Prime Sponsor of the foregoing resolution is Commissioner Bruno A. Barreiro, and the Co-Sponsors are Commissioner Audrey M. Edmonson and Commissioner Sally A. Heyman. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF
COUNTYCOMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

MEMORANDUM OF UNDERSTANDING
Between
CITY OF MIAMI BEACH, FLORIDA,
CITY OF MIAMI, FLORIDA,
MIAMI-DADE COUNTY, FLORIDA
And
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT #6
For
BEACH CORRIDOR DIRECT CONNECTION PROJECT

NEPA ENVIRONMENTAL STUDIES, PROJECT DEVELOPMENT, ENGINEERING AND CONSTRUCTION PHASES; FUNDING; PROJECT SPONSORSHIP; AND OPERATING AGENCY

This Memorandum of Understanding (MOU) is entered into between the City of Miami Beach, Florida (Beach), City of Miami, Florida (City), Miami-Dade County, Florida (County), and the Florida Department of Transportation District 6 (FDOT), collectively known as the "Parties."

The Parties wish to continue the efforts already underway to improve regional mobility which has involved local, regional and state stakeholder collaboration and coordination, including the Parties' ongoing efforts to identify optimum multimodal alternatives for a balanced regional transportation system and to define regional and local projects that support continued economic transit oriented development through effective transportation and land use planning and subsequent decisions.

1. 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 has unique skills and abilities which are necessary for successful implementation of the Beach Corridor Direct Connection (formerly known as BayLink). For purposes of this agreement, it is understood that the two distinct and independent projects will be advanced as follows: Federal New Starts Project Limits are from Midtown Miami (at or near NE 41st Street and NE 2nd Avenue) to Transit Hub Connector located in the vicinity of 5th Street and Alton Road; Non-Federal New Starts/Locally Funded Project Limits are from Transit Hub Connector located in the vicinity of 5th Street and Alton Road to the Miami Beach Convention Center with proposed transit loop system to enhance connectivity.

The Parties acknowledge the potential transportation, economic, social, and environmental benefits of the introduction of passenger rail service linking the City of Miami's urban core including the Midtown, Wynwood, Omni West and downtown Miami districts to Miami Beach via the MacArthur Causeway

The two projects are identified in part within the Miami-Dade 2040 Long Range Transportation Plan (LRTP) as a Priority III partially funded project for Preliminary Engineering and Right-of-Way phases. In addition, portions of the two projects are included in the Beach, City and County transportation plans and programs. These projects will improve mobility, promote redevelopment and revitalization, enhance and integrate

existing Miami-Dade Transit service, and improve circulation in these highly urbanized areas. Introducing passenger service to these areas will provide an efficient option to driving on congested streets and highways and a much-needed integrated transportation link.

The purpose of this MOU is to develop a multi-agency partnership , especially as to the National Environmental Policy Act (NEPA) process and development activities. This includes, but is not limited to:

- Clarifying the roles and responsibilities of the Parties ;
- Clarifying the involvement of the Parties ;
- Identifying potential funding;
- Improving the efficiency by which activities are conducted;
- Establishing a Project Advisory Committee ("PAC") with specific responsibilities and regularly scheduled meetings;
- Scheduling regular updates to the involved Boards and agencies as deemed necessary by the PAC ;
- 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,
- Maximizing the Region's competitiveness in securing potential federal funding;
- Managing the funding and administration; and
- Determining the Delivery method and the responsible parties.

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

1. **Roles.** The role of the Parties shall be as follows:

2. a. The Parties agree to pursue thefollowing: Federal New Starts Project Limits are from Midtown Miami (at or near NE 41st Street and NE 2nd Avenue) to Transit Hub Connector located in the vicinity of 5th Street and Alton Road in Miami Beach,

under one NEPA document, under FDOT management; Non-Federal New Starts/Locally Funded Project Limits are from Transit Hub Connector located in the vicinity of 5th Street and Alton Road to the Miami Beach Convention Center with proposed transit loop system to enhance connectivity, under a State Environmental process to be initiated and led by the City of Miami Beach..b. The Parties shall ensure that the development of the projects are coordinated and consistent with all local, regional, and state transportation plans.

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

d. All Parties shall ensure that the overall Project Development milestone schedule (two year required timeline by Federal Transit Administration "FTA") is maintained throughout. A schedule with key milestones (FTA

documentation, public meetings, etc.) will be developed by FDOT and reviewed by the PAC.

e. Upon prioritization of these projects as a MPO Priority I funded project for Planning and Preliminary Engineering phases in the MPO 2040 Long Range Transportation Plan, FDOT shall coordinate with the effected municipalities and the County on operations, planning and engineering to support the advancement of theprojects, particularly as it affects the municipal and County transportation network and local infrastructure.

f. FDOTwill present updates quarterly to the MPO, and the Parties' boards.

g. FDOT shall serve as the contract manager for the Federal New Starts Project and shall administer funds, and ensure that the procurement process is consistent with Federal, state and local regulation and that appropriate billing procedures are implemented.

h. FDOT shall have the primary responsibility for completing all activities associated with the Federal New Starts Project Development Phase and the NEPA process. FDOT will coordinate this effort directly with the Parties, including technical support and all presentations, workshops, and hearings. Following approval of a Locally Preferred Alternative by the Miami-Dade MPO, FDOT shall submit final NEPA documentation to FTA. Upon approval of the NEPA document, FDOT on behalf of the Parties, shall submit a request to FTA to enter the Engineering Phase.

i. FDOT will coordinate with the PAC regarding coordination with local governments addressing station locations, land use, future transit oriented development opportunities, and related matters.

2. Initial Funding. The Parties agree to fund the Federal New Starts NEPA and Project Development activities up to the total amount of $10,000,000. Upon approval and execution of this MOU by all Parties, the Beach, the City and the County shall each enter into Locally Funded Agreement ("LFA") for purposes of contributing its portion of Project funding, as further indicated below:

a. FDOT shall contribute $5,000,000, or 50% of the initial Project funding.

b. Beach shall contribute $417,000, or 4.17% of the initial Project funding.

c. City shall contribute $417,000, or 4.17% of the initial Project funding.

d. County shall contribute $417,000, or 4.17% of the initial Project funding.

e. The Parties shall further pursue the funding commitment of the Citizens Independent Transportation Trust (CITT), in the amount of $3,750,000, or 37.5% of the initial Project funding.

f. In the event that the entire amount is not expended, the funds will be returned to the respective party based on the above percentages.

g. In the event that the entire amount is not enough to cover the initial Project activities cost, FDOT shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages.

3. Party Involvement. Each stage shall be conducted with the involvement and cooperation of each party. During Project Development, and subsequent phases, input and approval must be obtained from each party to define the appropriate milestones.

4. **Project Advisory Committee (PAC):** The Parties shall establish a Project Advisory Committee to provide guidance and to serve as a liaison to their respective agencies. The Beach, the City and the County shall each select two representatives to serve on the PAC and FDOT shall select one representative to serve as an ex-officio member. All Parties shall provide staff and technical support to the PAC. The PAC may appoint advisory subcommittees as deemed necessary.

5. **Finance Plan.** FDOT shall have the primary responsibility to develop a general funding framework for the Federal New Starts process which will include anticipated federal, state, and local shares. The Parties shall have the primary responsibility for project financing, as herein stated, and shall further be responsible for the development of a conceptual project finance plan that addresses capital costs, operations/maintenance costs, and local contributions. These efforts will occur simultaneously throughout the course of the projects. The Finance Plan will be coordinated with and integrated into ongoing MPO finance planning and be presented to the MPO for approval. Approval will be sought by the PAC 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 MPO for inclusion in their Cost Feasible Plans and Transportation Improvement Plans (TIPs), per federal law.

6. **Future Funding.** Funding for the NEPA and Project Development Phase will be included in the FDOT five-year work program. The PAC 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 either of the two projects. It is the intent of all Parties that the Operating Agency of the future rail passenger services will be the Beach, the City, the County, or their agents, and that the selected entity shall have the primary responsibility for the service. Under no circumstances will FDOT become the Operating Agency, or fund future operations.

7. **Determining the Project Delivery Method and the Responsible Parties.** Up to and near the completion of the NEPA and Project Development work, the Parties will determine collectively how to proceed into the next phases of the capital program development processes, and may reconsider the processes as well as respective roles at that time. The Parties will collaborate on a schedule for proceeding, as well as agree on a funding plan for the next stage of the capital program development process, engineering and design. At that time, the Parties will explore and agree upon the preferred Project Delivery Method, and the associated roles and responsibilities.

8. **Basis and Foundation for Proceeding.** It is the intent of the Parties that the previous work performed, most notably the *Beach Corridor Transit Connection Study Report* (June 2015), as well as direction from the study's Policy Executive Committee, the *Supplemental Draft Environmental Impact Statement Miami-Miami Beach Transportation Corridor (BayLink) (October 2002)*and the *Phase 2 Bay Link Study* (April 2004), shall serve as the basis for for proceeding, and the analysis and technical work that went into developing the Direct Connect alternative shall be used as the foundation for the NEPA and Project Development work.

9. Obligations. Through this MOU, the Parties express their mutual intent to move in a diligent and thorough manner to develop the two projects during the NEPA and Project Development phase, but understand this MOU is by its nature a preliminary agreement outlining commitments to be made in this process, and imposes no legally enforceable contractual obligations on any party, other than the obligations set forth in Paragraph 2 herein.

10. Effective Date. This MOU shall take effect when executed by all Parties, on the last date shown below, and shall expire upon completion of the two projects, unless extended in writing by the Parties.

11. Counterparts. This MOU may be executed in counterparts, and when taken together, the same shall constitute a binding agreement on all Parties.

WHEREFORE, the Parties have each executed this MOU on the dates below written.

Florida Department of Transportation

By:_____
Name:_____
Title:_____
Date:_____

Legal review:

By:_____

Miami-Dade County

By:_____
Name;_____
Title:_____
Date:_____

Legal Review:

By:_____

City of Miami

By:_____
Name:_____
Title:_____
Date:_____

Legal review:

By:_____

City of Miami Beach

By:_____
Name;_____
Title:_____
Date:_____

Legal Review:

By:_____