

**LETTER OF UNDERSTANDING
BETWEEN**

**BROWARD COUNTY TRANSIT,
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC
WORKS, AND PALM BEACH COUNTY PALMTRAN**

FOR

**THE ESTABLISHMENT OF A REGIONAL COMMUTER RAIL OPERATIONS AND
MAINTENANCE JOINT WORKING GROUP FOR THE REGIONAL COMMUTER RAIL
SYSTEM IN THE TRI-COUNTY AREA OF BROWARD, MIAMI-DADE, AND PALM
BEACH COUNTIES**

This Letter of Understanding (“LOU”) is entered into by and among Broward County Transit (“BCT”), Miami-Dade County Department of Transportation and Public Works (“DTPW”), Palm Beach County PalmTran (“PalmTran”). These agencies are referred to collectively as the “Parties.”

The geographic area of Broward, Miami-Dade, and Palm Beach Counties, with the addition of a small area in Martin County, is known as the “Miami Urbanized Area.” For the purpose of this LOU, this area shall be referred to as the Tri-County Area.

One regional commuter rail system, Tri-Rail, currently serves the Tri-County Area. Tri-Rail is managed by the South Florida Regional Transportation Authority (“SFRTA”) and operates along the South Florida Rail Corridor (owned by the State of Florida) and a portion of the Florida East Coast (“FEC”) Rail Corridors. In 2003, the Florida Legislature adopted Florida Statutes, Section 343.58(3), which provides that each County served by SFRTA shall fund the operations of SFRTA in an amount not less than \$1.565 million annually. The statute also provides that each County must dedicate and transfer not less than \$2.67 million to SFRTA annually. These funds may be used for capital, operations, and maintenance. Currently, each County contributes \$4.235M annually to Tri-Rail and the Florida Department of Transportation (FDOT) also contributes State funds for Tri-Rail operations. Although not parties to this LOU, both SFRTA and FDOT will be invited to participate in key discussions, provide project updates, and support technical reviews.

In addition to the existing Tri-Rail system, the Parties also see great potential for expansion of the regional commuter rail system with the addition of service along the FEC rail corridor between Downtown Miami and Jupiter (85 miles). Multiple studies since 2005 have been completed

evaluating different alternatives and confirming regional travel needs. In 2005, FDOT began the alternative analysis for the FEC rail corridor. The project team identified commuter rail as the recommended alternative. In 2016, Miami-Dade County adopted the Strategic Miami Area Rapid Transit Plan naming Miami-Dade's portion of the FEC corridor, the Northeast Corridor, one of the six rapid transit corridors. In March 2021, the Miami-Dade Transportation Planning Organization ("TPO") adopted passenger/commuter rail as the Locally Preferred Alternative for the Northeast Corridor. In 2021, DTPW requested and received approval to enter the Project Development phase of the Federal Transit Administration's ("FTA") Capital Investment Grant program for the Northeast Corridor as an independent project. In 2021, the Broward County commuter rail project, from Aventura to Deerfield Beach, began its Project Development and Environment phase led by FDOT District Four, in collaboration with BCT. In 2022, a Locally Preferred Alternative for the southern alignment, called Broward Commuter Rail (BCR) South, from Aventura to Ft. Lauderdale was approved. PalmTran also has a strong interest in implementing this commuter rail system. The commuter rail service on the FEC rail corridor, if implemented, will serve the coastal communities of the Tri-County area.

The purpose of this LOU is for the Parties to establish a Joint Working Group for discussion on matters regarding the operations and maintenance of the existing Tri-Rail service and the introduction of commuter rail on the FEC rail corridor. It is in the Parties' mutual best interests to work cooperatively to plan, analyze, develop strategies, and discuss the operations and maintenance of the current and future regional commuter rail systems.

The Parties agree as follows:

Compliance with Applicable Laws and Regulations. Each Party shall comply with all applicable existing and future laws, statutes, ordinances, codes, rules, regulations, and procedural requirements, whether federal, state, or local. Each Party shall be responsible for ensuring compliance by its employees, contractors, agents or assigns with all applicable county, state, and federal requirements.

Representation. Each Party shall designate one or more individuals in writing to function as liaison and representative to the others and shall notify the others in writing of such designation. Each Party shall promptly notify the others in writing of any changes in such designation. The purpose of this representative is to facilitate the Working Group activities and to be the point

of contact for each Party. A Party's representative may be, but is not required to be, the same as that Party's Working Group member.

Amendments or Modifications. Amendments or modifications to this LOU may only be made in writing and shall not be effective unless executed by that Party's designated signatory.

Joint Working Group Roles and Responsibilities. In this LOU, the Parties agree to establish a Working Group to provide strategic review of existing and future commuter rail service in the Tri-County area, and to make recommendations on policies and funding related to the efficient, safe, and reliable operation and maintenance of such service. The Working Group will analyze potential operators of future regional commuter rail, rolling stocks, fare policy, shared facilities, operations and maintenance, and potential funding commitments from each Party for both existing and future regional commuter rail.

- Review and provide recommendations regarding performance indicators for commuter rail service operations and maintenance in the Tri-County Area, including current and projected Operating Expense per Revenue Mile, Operating Expense per Passenger Trip, and Operating Expense per Passenger Mile.
- Review proposed commuter rail study documents, design plans, and construction cost estimates and provide recommendations for reducing anticipated construction, operations, and maintenance costs of commuter rail service in the Tri-County Area.
- Review updates to SFRTA's Transit Development Plans (TDP) and the TDP of Miami-Dade, Broward and Palm Beach Counties and discuss recommendations for actions and strategies related to operations and maintenance cost control.
- Review and provide recommendations for existing and proposed commuter rail operations and maintenance contracts.
- Discuss options and make recommendations on cost sharing provisions for the operations and maintenance costs of commuter rail service in the Tri-County Area.
- Prepare case studies or technical memoranda to support the Working Group's discussions.
- Discuss options and make recommendations concerning fare policy for commuter rail operations.
- Maintain documentation of the Working Group meetings, review comments, and technical memoranda or case studies to support the Working Group's recommendations.

Joint Working Group Composition. Each Party shall appoint one (1) member and one (1) alternate member to the Working Group. The qualifications of the Working Group members shall be commensurate with the responsibilities of the Working Group.

Joint Working Group Meetings. At its initial meeting, the Working Group shall appoint one of its members to preside over its meetings. The Working Group shall establish the agenda and schedules for regular meetings and may hold special meetings with groups such as railway owners and operators.

Joint Working Group Decision Milestones. Once the LOU is executed, group meetings will be held to decide on the governance structure and performance targets by October 2022, and on the fare policy and roles and responsibilities for owner/operator/manager by November 2022. These are preliminary milestone dates for completing key decisions, and the working group will strive to meet these dates.

Joint Working Group Coordinator. The Working Group shall appoint one of its members to be a Coordinator to facilitate the scheduling of meetings and the preparation of agendas.

Joint Working Group Expenses. Each Party shall be responsible for its own expenses in connection with the Working Group and attendance at Working Group meetings.

Effective Date. This LOU shall become effective upon execution by all of the Parties (“Effective Date”) and shall continue until terminated by mutual agreement of the Parties. A Party may elect to withdraw from this LOU at any time by giving ten (10) days written notice of such withdrawal to the other Parties. Withdrawal will only be effective as to the Party giving notice of withdrawal and this LOU will remain in force and effect among the remaining Parties. Upon the effective date of withdrawal, the withdrawing Party shall have no further obligations under this LOU.

Notices to DTPW under this LOU shall be in writing sent by U.S. Mail and email addressed to:

Miami-Dade County
Department of Transportation and Public Works Director and CEO
Eulois Cleckley
701 NW 1st Court Suite 1700
Miami, FL 33136

Eulois.Cleckley@miamidade.gov

Notices to BCT under this LOU shall be in writing sent by U.S. Mail addressed to:


Broward County Transportation Department Deputy General Manager
Tim Garling
1 North University Drive, Suite 3100A
Plantation, FL 33324
TGARLING@broward.org

Notices to PalmTran under this LOU shall be in writing sent by U.S. Mail addressed to:

Palm Beach County
PalmTran Executive Director
Clinton B. Forbes
301 N. Olive Avenue,
West Palm Beach, FL 33401
cforbes@pbcgov.org

The parties have caused this LOU to be executed on their behalf as of the date first stated above:


ATTEST MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND
PUBLIC WORKS

By:  _____ 10/13/22
(Date)

BROWARD COUNTY TRANSIT

By:  _____ 10/6/22
(Date)

PALMTRAN

By:  _____ 10/14/22
(Date)