

2035 Regional Long Range Transportation Plan (Regional 2035 LRTP)

MEMORANDUM OF UNDERSTANDING (MOU)

1.0 PURPOSE

This Memorandum of Understanding (MOU) is entered into jointly by the following eight (8) entities: Florida Department of Transportation District 6 - an agency of the State of Florida; the Florida Department of Transportation District 4 - an agency of the State of Florida; the Florida Department of Transportation Turnpike District - an agency of the State of Florida; the Metropolitan Planning Organization (MPO) for the Miami Urbanized Area; the Broward County Metropolitan Planning Organization (MPO); the Metropolitan Planning Organization (MPO) of Palm Beach County ; the South Florida Regional Transportation Authority (SFRTA); and the Miami-Dade Expressway Authority (MDX).

The above public sector transportation agencies in Miami-Dade, Broward and Palm Beach Counties (hereafter these public sector transportation agencies are called PARTNERS and the aforementioned counties will be called the Tri-County Region) are interested in coordinating and developing in a cost-effective manner a Tri-County Area, regional Long Range Transportation Plan Update to the Year 2035 (aka. Regional 2035 LRTP). Following on guidelines from the latest transportation bill titled SAFETEA-LU (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users) this regional 2035 LRTP needs to be jointly approved by no later than December 31, 2009. On behalf of the PARTNERS, the MPO of Palm Beach County (hereafter called the PALM BEACH MPO) is requesting the support of a private sector consultant team to assist in providing the required services to develop such Regional 2035 LRTP.

The purpose of this MOU is to coordinate, and document, each agency's respective role and responsibilities in implementing actions related to the procurement entitled "Consultant Team for the development of the Regional 2035 LRTP". It is further required to ensure full compliance with the statutory federal, state and local requirements and related statutes, regulations and orders; and other Federal and State laws, regulations, policies, and procedures related to the development of this service procurement.

This agreement will continue after completion of the Regional 2035 LRTP and through future service and future coordination among all participating PARTNERS. Continued coordination will be necessary to eliminate deployment scheduling conflicts and minimize delays to the public. Future coordination may lead to the development of additional MOU's or Joint Participation Agreements (JPA) among the various Partners and federal agencies.

2.0 BACKGROUND

A primary activity of an MPO transportation planning process is the updating of the Long Range Transportation Plan. Following on federal and state requirements, an LRTP Update is due every five years in an attainment air quality area. Federal law requires that the LRTP address minimum of a 20-year planning horizon from the date of the MPO adoption. The most recent updates to the LRTPs extending the planning horizon to the Year 2030 were adopted by the MPOs in the area late 2004.

Preliminary coordinating meetings leading to the PARTNERS' joint-effort to identify the corridors of regional significance and develop a methodology to prioritize projects for TRIP (Transportation Regional Incentive Program) funding have taken place at Regional LRTP and the Regional LRTP Committee forums. Since these proposed improvements are impacted by, and dependent on one another, the decision was made to combine the several separate multimodal and multiagency transportation efforts into one.

Historically, the first regional LRTP efforts consisted of a regional joint regional chapter contained in each one of the County's LRTP documents. This regional LRTP consisted of a compilation of Regional Significance Projects contained within the respective plans and originally identified as those meeting the criteria for the Corridors of Regional Significance and the Goals and Objectives jointly approved by SEFTEC back on 2006.

For the 2035 LRTP effort, each county will conduct their own countywide LRTP with a regional component jointly develop through an integrated process to be led by the PALM BEACH MPO.

The PARTNERS will further participate as active members of a Regional 2035 LRTP Project Steering Committee. The Regional Transportation Technical Advisory Committee (RTTAC), formerly known as the Regional LRTP Committee, moderated by the PALM BEACH MPO, will be a forum for information, discussion and exchange of ideas.

3.0 ROLES OF THE PARTIES

a. The PALM BEACH MPO is designated as the lead State agency with the aforementioned State, County, regional and local PARTNERS.

b. Because the proposals may involve funding, concurrence, or permitting actions from several of the PARTNERS, each PARTNER will be responsible for identifying the issues that must be addressed in the process to satisfy its respective statutory requirements. Each of the signatories to this MOU will be responsible for the following:

(1) PALM BEACH MPO - will be responsible for coordination and review of the necessary actions to support the development, consultant selection, and hiring of the consultant services needed to develop the Regional 2035 LRTP. The PALM BEACH MPO will also coordinate the project with federal agencies, state

agencies, and other private and public entities and will be responsible for the routine coordination with the PARTNERS. The PALM BEACH MPO will lead the consultant Selection process and manage the regional LRTP project consultant and contribute a total of \$150,000 (to be split in 2 allocations of \$75,000 in both the FY 2007/08 UPWP and the 2008/2009 UPWP).

(2) Broward MPO - will assist the PALM BEACH MPO in coordinating the Regional 2035 LRTP through the metropolitan planning process and provide an effective link between County agencies and the other PARTNERS. The Broward MPO shall have a representative on the Consultant Selection Committee and contribute a total of \$150,000 (to be split in 2 allocations of \$75,000 in both the FY 2007/08 UPWP and the 2008/2009 UPWP).

(3) Miami-Dade MPO - will assist the PALM BEACH MPO in coordinating the Regional 2035 LRTP through the metropolitan planning process and provide an effective link between County agencies and the other PARTNERS. The Miami-Dade MPO shall have a representative on the Consultant Selection Committee and contribute a total of \$150,000 (to be split in 2 allocations of \$75,000 in both the FY 2007/08 UPWP and the 2008/2009 UPWP).

(4) FDOT District 4- will coordinate and provide technical assistance for all issues related to Southeast Florida Regional Model (SERPM) which is the chosen regional model to be used by all partners. FDOT District 4 shall have a representative on the Consultant Selection Committee.

(5) FDOT District 6 - will coordinate and provide technical assistance for all issues related to advancing the Regional 2035 LRTP services within their jurisdiction and provide general support for the project development. FDOT District 6 shall have a representative on the Consultant Selection Committee.

c. The FDOT District 6 will be responsible for the coordination and oversight of appropriate actions necessary for technical analysis, and for coordinating preparation of any documents, including, but not limited to: agency and public involvement, notifications, and coordination with affected agencies and the public. FDOT District 6 will also coordinate with the MPO's in each County and through the MPOs with County agencies, any relevant issue that has the potential of having an impact on any of the PARTNERS at County levels in the Tri-County region.

d. Each party to this MOU will designate a contact person who has the authority to speak for and represent that agency. The contact person will be available, upon adequate notice, to attend and participate in coordination meetings or otherwise provide timely input into the preparation, coordination, and review of the ATIS deployment and operational process. Requests and input solicitation will be forwarded as soon as possible to the appropriate contact person(s) to allow for a timely review and comment period.

- e. The following is a list of key responsibilities of the PARTNERS towards the Project that all PARTNERS shall abide by:
- Provide resources to the PALM BEACH MPO and the Consultant appropriate information needed in support of the Consultant Contract deliverables;
 - Make available to the PALM BEACH MPO and the Consultant, at no cost, relevant resources such as data and information systems to the extent achievable for use in the proposed service;
 - Share, with the PALM BEACH MPO and the Consultant their knowledge of local conditions relevant to the service to the extent possible;
 - Provide full and open communication with the PARTNERS.

4.0 CONCLUSION

In signing this MOU, the undersigned understand and accept the roles and responsibilities assigned to each of the parties. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the project fully complies with applicable Federal, State and County requirements and results in a minimum duplication of effort and cost effective manner.

For the Florida Department of Transportation FDOT - District 6

Legal Sufficiency

Date

For the Florida Department of Transportation FDOT - District 4

Legal Sufficiency

Date

Bruno Barreiro, MPO Governing Board Chairperson
For the Metropolitan Planning Organization for the Miami Urbanized Area

Legal Sufficiency

Date

For the Broward County Metropolitan Planning Organization

Legal Sufficiency

Date

Metropolitan Planning Organization for the Palm Beach County

Legal Sufficiency

Date