

**Urban Partnership Agreement
by and between
U.S. Department of Transportation
and its
Miami-Area Urban Partner**

Executive Summary

This Urban Partnership Agreement sets forth an agreement in principle between the U.S. Department of Transportation (the "Department") and the Department's Miami-Area Urban Partner, comprised of the Florida Department of Transportation ("FDOT"), the Miami-Dade Metropolitan Planning Organization, the Broward Metropolitan Planning Organization, Miami-Dade Transit, Broward County Transit, the Miami-Dade Expressway Authority, and the Florida Turnpike Enterprise. Under this agreement, the Urban Partner agrees to (i) convert not less than 21 miles of two (one in each direction) high-occupancy vehicle ("HOV") lanes along I-95 from I-395 in Miami to I-595 in Fort Lauderdale into variably-priced high-occupancy toll ("HOT") lanes; (ii) re-stripe portions of I-95 from I-395 in Miami to I-595 in Fort Lauderdale to create two additional HOT lanes (one in each direction); (iii) expand transit capacity to enhance current express bus services and implement new Bus Rapid Transit ("BRT") service within the HOT lanes, east-west on Hollywood/Pines Boulevard in Broward County, and between Broward and Miami-Dade Counties on US 441/SR 7 and SR 817 (University Drive); and (iv) improve the Golden Glades multi-modal park-n-ride transit facility in Miami-Dade County. In addition, the Urban Partner agrees that all projects will be in operation by certain deadlines, the latest of which is September 30, 2009. In exchange for these commitments, the Department intends to allocate \$62.9 million in Federal grant funding for the HOV-to-HOT conversion and bus services according to the terms of a grant agreement (or a series of grant agreements) to be negotiated by the Department and the Urban Partner. The Urban Partner will be responsible for funding the improvements to the Golden Glades transit facility.

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of August 7, 2007, is made by and among the Secretary of Transportation (the "Secretary"), the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), the Research and Innovative Technology Administration ("RITA") (the Secretary, FHWA, FTA, RITA, collectively, the "Department"), and the undersigned State, county and/or municipal governmental entities, as the case may be (collectively, the "Urban Partner").

Agreement in Principle

1. Agreement in Principle. This MOU sets forth an agreement in principle among the undersigned concerning the terms and conditions of Federal assistance to be provided by the Department for the transportation projects described herein. This MOU represents solely the intent of the parties (including, without limitation, the intent of the Department to allocate funds as set forth in Section 4(a) below), and no party shall be legally bound hereby. Any agreement between the Department and the Urban Partner concerning funding of the transportation projects described herein shall be set forth in a grant agreement (or a series of grant agreements) (the "Grant Agreements") to be negotiated and executed by the parties to this MOU. Nothing herein constitutes the approval by the Department of a request for funding. The Department reserves the right, in its discretion, not to fund the transportation projects (or any part thereof) described in this MOU or otherwise set forth in the application filed by the Urban Partner to the Urban Partnership Program.

2. Background. Transportation system congestion is one of the greatest threats to our Nation's economic prosperity and way of life. Whether it takes the form of trucks stalled in traffic, cargo stuck at overwhelmed seaports, or airplanes or airplanes stuck on the tarmac, congestion costs the Nation an estimated \$200 billion a year. The problem of traffic congestion in our major metropolitan areas in particular is severe and worsening. In 2003, traffic jams in the Nation's largest 85 urban areas cost Americans 3.7 billion hours and 2.3 billion gallons of fuel. Congestion is also affecting the quality of life in America by robbing us of time that could be spent with families and friends and in participation in civic life.

The signatories to this MOU do not believe that gridlock is our inevitable fate. In May 2006, the Department announced a major initiative to reduce transportation system congestion. This plan, the *National Strategy to Reduce Congestion on America's Transportation Network* (the "Congestion Initiative"), provides a blueprint for Federal, State, and local officials to consider as they work together to reverse the alarming trends of congestion. One major component of the Congestion Initiative is the Urban Partnership Agreement (or "UPA"). As announced in the Department's solicitation for Urban Partners published in the Federal Register on December 8, 2006 (at 71 FR 71231 (2006)) (the "Federal Register Notice"), applicants designated by the Department as Urban Partners would adopt the "Four Ts:" tolling (congestion pricing), transit, telecommuting and technology – strategies believed to be effective on a combined basis in reducing traffic congestion. In return for such commitment, the Department, to the extent requested and appropriate, would support its Urban Partners' implementation of the Four Ts with financial resources, regulatory flexibility, and dedicated expertise and personnel.

3. Designation as Urban Partner. In accordance with the Federal Register Notice and for purposes of this MOU, the Department designates each of the following entities, collectively, as an "Urban Partner:"

- (a) Florida Department of Transportation ("FDOT");
- (b) Miami-Dade Metropolitan Planning Organization;
- (c) Broward County Metropolitan Planning Organization;
- (d) Broward County Transit;
- (e) Miami-Dade Transit;
- (f) Miami-Dade Expressway Authority; and
- (g) Florida's Turnpike Enterprise.

4. Grant Agreements. The Department and the Urban Partner agree to negotiate a grant agreement (or a series of grant agreements) that would reflect the following terms and conditions:

- (a) **Federal Projects and Sources of Funding.** The Department shall provide funding for each of the following projects (the "Federal Projects") under the Federal programs and in the amounts provided below, in each case subject to the statutes, regulations and the implementing guidance of the Department governing such programs:

Project	Source of Funding	Amount of Funding
<i>Tolling (congestion pricing) projects</i>		
<ul style="list-style-type: none"> • I-95 HOV-to-HOT conversion. The Urban Partner will (i) convert not less than 21 miles of existing HOV lanes along I-95 from I-395 in Miami to I-595 in Fort Lauderdale into variably-priced HOT lanes; and (ii) re-stripe portions of I-95 from I-395 in Miami to I-595 in Fort Lauderdale to create additional HOT lanes. These activities will involve related resurfacing and installation of appropriate intelligent transportation systems ("ITS") equipment. After conversion, the Urban Partner will operate 4 HOT lanes (2 in each direction) between downtown Miami and the I-95 / Broward Boulevard Interchange in Broward County. All HOT lanes will allow free access for registered vehicles with 3+ occupants; vehicles with two occupants will receive the same treatment as single-occupant vehicles. 	<ul style="list-style-type: none"> • FHWA's Interstate Maintenance Discretionary Program 	<ul style="list-style-type: none"> • \$43.4 million in contract authority funds made available for obligation for Fiscal Year 2007

Project	Source of Funding	Amount of Funding
<i>Transit projects</i>		
<ul style="list-style-type: none"> • Operation of BRT on HOT lanes. The Urban Partner will operate current and implement new express bus/BRT service within the portions of the newly-converted I-95 HOT lanes that extend between downtown Miami, the Golden Glades multi-modal park-n-ride transit facility / interchange, and destinations north along I-95 into Broward County to the I-95/Broward Boulevard interchange. These transit services will be operated by Miami-Dade Transit. • Broward County express bus service. The Urban Partner will implement and operate express bus routes north-south along US 441/SR 7 and SR 817 and east-west on Hollywood/Pines Boulevard. These new services will serve as a possible one-seat ride between Broward County and downtown Miami and act as feeder services to the Golden Glades multi-modal park-n-ride transit facility/interchange. These transit services will be operated by Broward County Transit. • Transit facility improvements. The Urban Partner will implement transit signal priority at 50 intersections to facilitate the movement of transit vehicles along US 441/SR 7 and SR 871, construct platforms, ramps, and shelters with access for persons with disabilities to the I-95/Broward Boulevard park-n-ride lot, uniquely brand stations for the new express/BRT services, and construct pedestrian facilities. 	<ul style="list-style-type: none"> • FTA's Bus and Bus-Related Facilities Discretionary Grant Program ("Section 5309") 	<ul style="list-style-type: none"> • \$19.5 million in funds appropriated for Fiscal Year 2006 or Fiscal Year 2007

(b) **Completion of Projects.** Unless otherwise agreed by the Department and the Urban Partner, the Federal Projects shall be in operation by not later than September 30, 2009. In the event that the action(s) funded in connection with the Urban Partnership Agreement experience delay due to circumstances beyond the control of the Urban Partner, the Department may either negotiate an extended completion date or terminate the action(s).

(i) The Federal Projects shall be completed as follows:

- a. Operation of HOT lanes and express and/or BRT service along the northbound portion of I-95 between SR 112 and the Golden Glades multi-modal park-n-ride facility/interchange in Miami-Dade County not later than February 28, 2008;
- b. Operation of HOT lanes and express and/or BRT service along both the northbound and southbound portions of I-95 between SR 836/I-395 and the Golden Glades multi-modal park-n-ride facility/interchange in Miami-Dade County not later than December 31, 2008;
- c. Operation of express bus services in Broward County on Hollywood/Pines Boulevard, US 441/SR 7 and SR 817 not later than February 28, 2008;
- d. Operation of HOT lanes and express and/or BRT service along both the northbound and southbound portions of I-95 from the Golden Glades multi-modal park-n-ride facility/interchange in Miami-Dade County to the I-95/Broward Boulevard park-n-ride facility in Broward County not later than June 30, 2009

(provided that the Urban Partner realizes toll revenues adequate to fund such operation);

- e. Implementation of functioning transit signal priority at 50 intersections in Broward County not later than June 30, 2009;
- f. Construction of platforms, ramps, and shelters for ADA access at the Broward Boulevard park-n-ride lot in Broward County not later than December 31, 2008;
- g. Uniquely brand two of the new express/BRT stations in Broward County not later than December 31, 2008; and
- h. Construct pedestrian facilities at one of the new express/BRT stations in Broward County not later than December 31, 2008.

(c) **Other Terms and Conditions.** Each of the Grant Agreements shall additionally provide that:

- (i) No funds obligated by the Grant Agreements shall be drawn down by the recipient unless and until all legal authority necessary to implement each of the Federal Projects (including, without limitation, legal authority to implement congestion pricing) has been duly adopted and taken effect, which authority shall be adopted and in effect within 90 calendar days following the opening of the next regular session of the Florida State legislature;
- (ii) No funds obligated by the Grant Agreements shall be drawn down by the recipient unless and until each member of the Urban Partner with the authority to toll has agreed to exempt privately operated over-the-road buses from tolls to the same extent it exempts (or proposes to exempt) public transportation from tolls in connection with the Federal Projects, provided such over-the-road buses have pre-registered to travel on a priced facility with a special "non-revenue" electronic toll transponder;
- (iii) The Department reserves the right to de-obligate funds obligated under any of the Grant Agreements (or to require the return of such funds) in the event a recipient breaches or otherwise fails to perform under any of the Grant Agreements;
- (iv) The recipient shall not assess congestion charges against any vehicles owned or operated by any foreign government or international organization or its representatives, officers, or employees if notified by the U.S. Department of State that, pursuant to U.S. international legal obligations, the vehicles are exempt from such charges;
- (v) The recipient makes customary representations to the Department that the Federal Projects comply (or will comply) with all applicable Federal, State and local laws;
- (vi) The recipient agrees to provide to the Department (and its designees) access to the Federal Projects and all data collected by the recipient with respect to the Federal Projects for purposes of the Department's oversight of the Federal Projects; and

(vii) To the extent requested by the Department, the recipient agrees to designate an independent third party to perform all program evaluations required by law or as reasonably directed by the Department in order to assist in the evaluation of the Federal Projects.

(d) **Actions Prior to Execution of Grant Agreements.** Prior to the execution of the Grant Agreements, the Department shall have received the following, in addition to usual and customary deliverables:

(i) An amended application to FHWA's Interstate Maintenance Discretionary Program;

(ii) A certificate from FDOT, satisfactory to the Department in form and substance, confirming that as of September 30, 2007, the unobligated balance of Florida's Interstate Maintenance formula funding under 23 USC 104(b)(4) is (or will be) less than the Federal share of the cost of the project that is expected to receive Interstate Maintenance Discretionary funding under 23 USC 118(c) in connection with this Urban Partnership Agreement; and

(iii) An opinion of counsel, satisfactory in form and substance to the Department, concerning the Federal Projects.

5. Non-Disclosure. Prior to the public announcement of the Urban Partner by the U.S. Secretary of Transportation, the undersigned agree not to disclose the contents hereof to any third party, except by written agreement of the Department or as required by law.

[Signatures appear on the following page.]

United States Department of Transportation

Signature _____ **Date** _____

Mary E. Peters, Secretary of Transportation

Signature _____ **Date** _____

J. Richard Capka, Federal Highway Administrator

Signature _____ **Date** _____

James S. Simpson, Federal Transit Administrator

Signature _____ **Date** _____

John A. Bobo, Jr., Research and Innovative Technology Administrator (Acting)

Urban Partner

Signature _____ **Date** _____

Stephanie C. Kopelousos, Secretary, Florida Department of Transportation