

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution - Joint Participation Agreement between The State of Florida
Department of Transportation and Seminole County to facilitate a
"Commuter Rail Environmental Assessment Study".

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Jerry McCollum, P.E. **EXT.** 5664
W. Gary Johnson, P.E. Director

Agenda Date 09/14/04 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Adopt Resolution authorizing the Chairman to execute the Joint Participation Agreement between The State of Florida Department of Transportation and Seminole County to facilitate a "Commuter Rail Environmental Assessment Study".

BACKGROUND:

The Environmental Assessment will be prepared to determine alternative travel choices for the residents and visitors to the Central Florida region. The project is being sponsored by Florida Department of Transportation (FDOT), the City of Orlando, Orange County, Osceola County, Volusia County, the Central Florida Regional Transportation Authority (locally known as LYNX) and the region's metropolitan planning organization, MetroPlan Orlando. Seminole County's financial obligation is \$200,000 for the study.

- District 5– Commissioner McLain
- 2-- Commissioner Morris
- 4- Commissioner Henley

Presenter: Jerry McCollum, P.E.

Attachments: Joint Participation Agreement

Reviewed by:
Co Atty: [Signature]
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. CPWE02

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 14th DAY OF *September*, A.D., 2004.

WHEREAS, the Board of County Commissioners of Seminole County recognizes that a regional commuter rail system must be implemented in the future to accommodate regional travel demands; and

WHEREAS, the proposed commuter rail system serves the purpose of providing a future rail system in Seminole County; and

WHEREAS, the Florida Department of Transportation is programming the Environmental Assessment for the commuter rail system project and is requesting that Seminole County participate as a regional partner by providing \$200,000 towards the Environmental Assessment; and

WHEREAS, Seminole County recognizes the need and urgency of performing the Commuter Rail Environmental Assessment Study; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that \$200,000 is provided to the Florida Department of Transportation by Seminole County to conduct the Commuter Rail Environmental Assessment Study.

ADOPTED THIS 14th day of *September*, A.D., 2004.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

ATTEST:

Daryl G. McLain, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Financial Management No: 412994-1-22-01 County: Seminole County Contract No:	Fund: LF Function: Federal No.: NA Catalog of Federal Domestic Assistance No.: NA	FLAIR Approp: FLAIR Obj.: Org. Code: Vendor No.: F596000856-065
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY**

This **AGREEMENT**, made and entered into this ____ day of _____, 2004, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the COUNTY, by Resolution/Minutes, a copy of which is attached hereto as Exhibit "B", and made a part hereof, has authorized its officers to execute this **AGREEMENT** on its behalf; and

WHEREAS, the DEPARTMENT is authorized to contract with local governmental entities to the maximum extent possible for performance of its transportation responsibilities; and

WHEREAS, the DEPARTMENT is prepared to undertake the project described as "Commuter Rail Environmental Assessment Study", said project being known as Financial Management Number 412994-1-22-01, hereinafter referred to as the "PROJECT"; and more specifically described in Exhibit "A".

WHEREAS, this PROJECT is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the implementation of the PROJECT is in the interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for COUNTY to provide the funds for this phase of the PROJECT;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The terms of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the

COUNTY and the DEPARTMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the PROJECT in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The purpose of this agreement is for the DEPARTMENT to commence and complete the PROJECT as described in Exhibit "A", attached hereto and by this reference made a part hereof in accordance with all applicable documents which form a part of the PROJECT.

3. Contribution by the COUNTY of the funds for the study phase of the PROJECT shall be made as follows:

(A) The COUNTY agrees that it will furnish the DEPARTMENT a Lump Sum amount of **\$200,000.00 (Two Hundred Thousand Dollars and No/100)**, for their share of the project cost for Locally Funded project FM# 412994-1-22-01, upon execution of this agreement. The DEPARTMENT may utilize this contribution for payment of the costs of any phase of the PROJECT.

(B) All parties further agree that in the event the PROJECT is not conducted or the Agreement is terminated prior to commencement of the PROJECT, the funds provided by the COUNTY for the PROJECT will be returned to the COUNTY.

(C) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(D) The DEPARTMENT and the COUNTY agree that the payment shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the payment.

(E) If the actual cost of the project is less than the funds provided the excess will be applied to other phases on the project.

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The COUNTY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT. Also, the COUNTY will be provided ten (10) copies of the final report.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contacts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

9. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Florida Department of Transportation

Shirley Matthews	Tawny Olore
JPA Coordinator/MS 4-522	Project Manager/MS 543
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5452	PH: (386) 943-5707
shirley.matthews@dot.state.fl.us	tawny.olare@dot.state.fl.us

Seminole County

Jerry McCollum, P.E.
520 West Lake Mary Boulevard
Sanford, Florida 32773
(407) 665-5651
JMccollum@seminolecountyfl.gov

IN WITNESS WHEREOF, the COUNTY has executed this Agreement this _____ day of _____, 2004 and the DEPARTMENT has executed this Agreement this _____ day of _____, 2004.

SEMINOLE COUNTY

DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Noranne B. Downs, P.E.
Title: Director of Transportation Development

Attest:

Attest:

(SEAL)

Executive Secretary

Approved as to Form, Legality
And Execution:

Legal Review:



COUNTY'S Attorney

Financial Provision Approval by
Department of Comptroller on:

Exhibit "A"

Scope of Services

Commuter Rail Transit Environmental Assessment

Introduction

The Federal Transit Administration (FTA) will serve as the lead agency in the preparation of an Environmental Assessment for the North/South Commuter Rail Transit project. The project sponsors include the Florida Department of Transportation (FDOT), the City of Orlando, Orange County, Osceola County, Seminole County, Volusia County, the Central Florida Regional Transportation Authority (locally known as LYNX), and the region's metropolitan planning organization (METROPLAN ORLANDO). The Environmental Assessment will be prepared to determine alternative travel choices for the residents and visitors to the Central Florida region.

Project Purpose and Need

Non-automotive, alternative transportation modes within the Orlando Metropolitan Region are greatly needed due to a high-level of roadway congestion I-4 and other major roadways in the area. Population and employment growth within the region combined with increased numbers of vehicle trips per capita and longer trip lengths are the cause of the growing traffic congestion. Congestion inhibits travel mobility, causes longer and frequent roadway delays, impairs air quality, wastes fuel and personal time, stifles economic growth, and diminishes the overall quality of life.

The project purpose is to develop publicly supported solutions to the existing and anticipated transportation problems in the region. The goals of the project are to maximize benefits related to travel mobility, land use, and economic development, while minimizing costs and impacts to the environment.

Background

The Central Florida CRT Environmental Assessment study is a direct outgrowth of prior transit planning studies. The *Project Feasibility Report* was finalized in March of 1992 by the Central Florida Commuter Rail Authority (CFCRA) and the *Regional Systems Plan* was adopted by LYNX in 1994. The *Regional Systems Plan* analyzed alternatives with CRT.

In 1998, after significant work from Congressman John L. Mica, the Commuter Rail project was given federal authorization as components of the Central Florida Light Rail System in the Transportation Equity Act for the 21st Century (TEA-21).

In 1999, the Volusia County *Preliminary Rail Feasibility Study* looked at the potential of CRT service between downtown Orlando and DeLand. Subsequently, LYNX staff prepared a technical assessment on the potential of extending the service south to the Kissimmee and Celebration areas.

The Central Florida CRT Alternatives Analysis (AA) kicked off in August 2002. The AA was completed in June 2004. The CRT Environmental Assessment Study will build upon the results of the CRT AA.

Study Area

The Central Florida CRT corridor is being studied along the existing CSXT railroad corridor from the Poinciana Boulevard in Osceola County to Orange City/DeLand in Volusia County. The CRT is proposed to serve commuting passengers from the Central Florida region into the Orlando CBD as well as to key activity centers along the corridor. The proposed CRT would provide a higher speed transportation option for commuters traveling from as far as Polk County beyond in the southern end and from Daytona Beach on the northern end.

Alternatives To Be Considered

No-Build Alternative

The No-Build Alternative includes the current and planned roadway and transit projects that are committed and funded. It includes both highway and transit projects and provides a baseline for comparison to all of the other alternatives. The No-Build Alternative reflects a minimal level of transit service and highway network expansion.

The Alternatives Analysis No-Build Alternative transit network was the same network that was proposed as the "Build Alternative" for the Central Florida Light Rail Transit System (CFLRTS) Supplement Draft Environmental Impact Statement (SDEIS) project.

Transportation Systems Management (TSM) Alternative

The TSM Alternative consists of lower capital cost improvements to the existing transportation system. Included in the TSM Alternative are all elements of the No-Build Alternative plus more frequent service on local, express, and crosstown bus routes. Intelligent Transportation Systems (ITS) measures (i.e., passenger information systems) and minor physical improvements (i.e., queue jumper lanes) may be included to enhance transit travel times.

The Alternatives Analysis TSM Alternative reflected the addition of limited stop bus service to the No-Build Alternative along US 441 in the South Segment and along US 17-92 in the North Segment. It also included new limited stop/express bus service in West Volusia County. Transit stations were proposed at each designated limited bus stop to provide connections to adjacent land use activities, park-and-ride lots (at select locations), and local transit service.

Build Alternative

The Build Alternative is a 55-mile CRT service operating within the CSXT right-of-way between Poinciana Boulevard in Osceola County and Orange City/DeBary in Volusia County. CRT service operating on the CSXT railroad is the recommended alternative for the corridor. As part of the Build Alternative analysis the location of the northern terminus station (i.e., Orange City or DeBary) will be determined. In addition, several other station locations will be re-analyzed.

Alternatives Analysis Recommendation

The recommended locally preferred alternative (LPA) determined during the Alternatives Analysis is the CRT operating from the Poinciana Boulevard Station on the south to the DeBary Station on the north. The LPA was further divided into two segments. The South Segment was from the Poinciana Station to the LYNX Central Station and the North Segment was from LYNX Central Station to the DeBary Station. The recommendation was for the North Segment to be the Initial Operating Segment (IOS). The North Segment was recommended as the IOS for several reasons:

- **Developed northern area** - The northern area of the corridor is relatively developed now, whereas the southern area is an emerging area. Ridership in the near term will be higher on the North Segment.
- **Alternate to I-4** - Implementation of the northern portion of the LPA would provide a long-term alternative for commuters using I-4, and also during the construction of the planned I-4 improvements.
- **Rand Yard** - The plan for the ultimate system is to utilize Rand Yard (Sanford) area for maintenance activities.
- **Less Expensive CSXT Improvements** – Improvements to the CSXT rail line necessary to maintain the current level of freight activity without incurring significant operating delays are less extensive on the North Segment.
- **Quicker Implementation** – Implementation of the North Segment can be accomplished more quickly due to the CSXT improvement needs at Taft Yard in the South Segment.

Service

Steel-wheeled technology, similar to a traditional train, would be used to service the LPA and IOS corridors. Diesel Multiple Unit (DMU) vehicles are expected to be used. The DMU's would provide at least five trips during "peak" morning (6:00 am to 8:30 am) and afternoon (4:00 pm to 6:30 pm) rush hours. The trains would operate on a 30-minute frequency during the peak hours. For the LPA, an "off-peak" train would operate every two hours. The "off-peak" service for the IOS is to be determined.

Project Ridership

LPA

The ridership for the LPA has been estimated to over 6,000 boardings in Year 2025. This ridership is currently being re-evaluated and further refined as part of the Regional Transit System Modeling study.

IOS

The ridership for the IOS has been estimated to be approximately 1,800 to 2,400 boardings in Year 2009 and approximately 2,000 to 3,000 boardings in Year 2025. This ridership is currently being re-evaluated and further refined as part of the Regional Transit System Modeling study.

Project Costs

Capital and operating and maintenance (O&M) cost considerations are important components of the decision making process. The estimated Year 2002 capital and O&M costs for the LPA and IOS are presented below.

LPA

- Capital Cost - \$340 Million (\$ 2002)
- O&M Cost - \$14 Million (\$2002)
- CSXT Costs – To be determined

IOS

- Capital Cost - \$158 Million (\$ 2002)
- O&M Cost - \$10 Million (\$2002)
- CSXT Costs – To be determined

EXHIBIT "B"
RESOLUTION/MINUTES
Financial Management Number: 412994-1-22-01