

**MEMORANDUM OF AGREEMENT
BETWEEN THE
FEDERAL TRANSIT ADMINISTRATION,
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,
FLORIDA DEPARTMENT OF TRANSPORTATION,
AND FLORIDA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
MIAMI RIVER – MIAMI INTERMODAL CENTER CAPACITY
IMPROVEMENT (“MR-MICCI”) PROJECT**

This **Memorandum of Agreement** (“MOA”) between the Federal Transit Administration (“FTA”), South Florida Regional Transportation Authority (“SFRTA”), Florida Department of Transportation (“FDOT”), and Florida State Historic Preservation Officer (“SHPO”) (collectively referred to herein as the “Parties” or singularly as “Party”) regarding the Miami River – Miami Intermodal Center Capacity Improvement (“MR-MICCI”) project.

WHEREAS, the South Florida Regional Transportation Authority (“SFRTA”) is proposing the addition of a second mainline track to the South Florida Rail Corridor (“SFRC”), also known as the National Register of Historic Places (“NRHP”)-eligible CSX Railroad, and the replacement of the NRHP-eligible CSXT Railroad Bridge over the Miami River with a new fixed-span bridge that will accommodate two railroad tracks (the “Project”); and

WHEREAS, the Project is defined as the removal of the CSXT Railroad Bridge and the replacement of this movable bridge with a new two-track fixed span bridge structure. The proposed new double-track fixed bridge would be placed slightly west of the existing movable bridge and would tie into the existing and new railroad tracks north and south of the Miami River, as described in Section 2 (entitled “Project Description”) of the Section 106 Determination of Effects Report, transmitted to SHPO on March 21, 2017 (the “Report”); and

WHEREAS, the Federal Transit Administration (“FTA”) is the lead agency and the Project requires Federal permits from the United States Army Corps of Engineers (“USACE”) and United States Coast Guard (“USCG”), FTA has determined that the Project is a Federal undertaking pursuant to Section 106 of the National Historic Preservation Act, Title 16 U.S.C. Section 470(f), as amended (“Section 106”); and

WHEREAS, FTA, SFRTA, and the Florida Department of Transportation (“FDOT”) have consulted with the Florida State Historic Preservation Officer (“SHPO”) pursuant to 36 CFR Part 800, the regulations implementing Section 106; and

WHEREAS, FDOT, as the owner of the CSXT Railroad Bridge and CSX Railroad participated in the consultation; and

WHEREAS, the Project will require the demolition and replacement of the NRHP-eligible CSXT Railroad Bridge (Florida Master Site File Number 8DA5910) (“CSXT Railroad Bridge”) and the addition of tracks on the NRHP-eligible CSX Railroad (Florida Master Site File Number 8DA10753) that runs on the above referenced bridge (“CSXT Railroad”); and

WHEREAS, FTA, in consultation with SHPO, has determined that the replacement of the CSXT Railroad Bridge as part of the Project will have an adverse effect on the CSXT Railroad Bridge and the CSX Railroad; and

WHEREAS, in a letter dated April 10, 2017, from SHPO to FTA (the “Letter”), SHPO determined the replacement of the CSXT Railroad Bridge with a new fixed-span bridge would act as mitigation for the adverse effects to the CSX Railroad (see Attachment A); and

WHEREAS, SFRTA will administer the implementation of the Project and will complete the stipulations of this Memorandum of Agreement (“MOA”); and

WHEREAS, FTA will be responsible for confirming that SFRTA ensures that all aspects of the Project implementation meet the terms of the MOA and will require, as a condition of any approval of Federal permitting for the Project, adherence to the stipulations of the MOA; and

NOW, THEREFORE, FTA, SFRTA, FDOT, and SHPO agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the adverse effects of the Project on the relevant historic properties (CSXT Railroad Bridge and CSX Railroad).

STIPULATIONS

- I. Compliance with Project Description in the Report**
 - A.** SFRTA shall ensure that the Project will comply with the description in Section 2 of the Report.
 - B.** Should there be any changes to the Project that would materially alter the findings in the Report, SFRTA shall not make such changes to the Project without consultation with FTA, FDOT, and SHPO, pursuant to Stipulation VIII.A herein.

II. Documentation of the CSXT Railroad Bridge

- A. Prior to the demolition of the CSXT Railroad Bridge, SFRTA shall perform and submit the following documentation in accordance with the Historic American Engineering Records Level II standards:
 - 1. Archival paper copies and archival electronic copies of all documentation prepared pursuant to this MOA shall be filed by FTA, or by SFRTA with FTA's approval, with the National Park Service, SHPO, and a local repository, such as the main Miami-Dade County Public Library, the Gold Coast Railroad Museum, or History Miami Museum.

III. CSXT Railroad Bridge Public Recognition and Education

- A. SFRTA shall be responsible for the application of a Florida Historical Marker through the Florida Division of Historical Resources Marker Program, and placement of the marker in consultation with the Florida Division of Historical Resources Marker Program and signatories of this MOA. The Florida Historical Marker will include a narrative description of the history and significance of the CSXT Railroad Bridge.

IV. Administrative Stipulations

- A. All documentation of historic properties pursuant to this MOA shall be conducted by a person or persons meeting the *Secretary of the Interior's Professional Qualifications Standards* (Code of Federal Regulations 36 CFR Part 61) in the fields of *History, Architectural History, or Historical Architecture*.

V. Dispute Resolution

- A. Should any Party object at any time to any action proposed, or the manner in which the terms of this MOA are implemented, FTA shall consult with the objecting Party to resolve the objection. FTA consultation shall take place within ten (10) days of receipt of written documentation of said objection from the objecting party and shall be documented in the form of meeting notes and/or a written letter of response that shall be provided to all parties to the MOA. If FTA determines, within thirty (30) days of documenting consultation efforts with the objecting Party, that the objection cannot be resolved, FTA shall:
 - 1. Forward all documentation relevant to the dispute, including the FTA's proposed resolution, to the Advisory Council on Historic Preservation ("ACHP"). ACHP shall provide FTA with its advice

on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FTA shall prepare a written response that considers any advice or comments from ACHP, the objecting Party or any other Party, and provide all of the Parties and ACHP with a copy of such written response. FTA will then proceed according to its final decision.

2. If ACHP does not provide advice regarding the dispute within the thirty (30) day period after receipt of adequate documentation, FTA may render a final decision regarding the dispute and proceed accordingly. In reaching its decision, FTA shall prepare a written response that considers any timely comments regarding the dispute from the objecting Party or any other Parties and provide all of the other Parties and ACHP with a copy of such written response.
3. FTA is responsible for carrying out all other actions subject to the terms of this MOA that are not the subject of the dispute.

VI. Amendments

- A. Any Party may propose to the other Parties that it be amended, whereupon the Parties will consult and consider the amendment pursuant to 36 CFR 800.6(c)(7). Any amendments shall be in writing and executed by all of the Parties.

VII. Termination

- A. If any Party determines that its terms will not or cannot be carried out, that Party shall immediately consult with the other Parties to attempt to develop an amendment per Stipulation VI, above. If an amendment cannot be reached within thirty (30) days, any Party may terminate the MOA upon written notification to the other Parties.

Once the MOA is terminated, and prior to ground breaking activities commencing on the Project site, FTA must either:

1. Consult with the Parties and execute an MOA pursuant to 36 CFR Part 800.6, or
2. Request, consider, and respond to the comments from ACHP under 36 CFR Part 800.7. FTA shall also notify the other Parties as to the course of action it will pursue.

VIII. Duration

- A. This MOA will expire with the completion of the Project or if its terms are not carried out within ten (10) years from the date of its execution, unless the Project's construction is underway. Prior to such time, FTA may consult with the other Parties to reconsider the terms of the MOA and amend it in accordance with Stipulation VI.

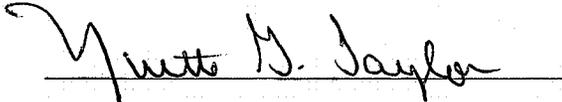
Execution of this MOA and implementation of its terms is evidence that FTA has afforded ACHP a reasonable opportunity to comment on the Undertaking and that FTA has satisfied requirements of Section 106.

The parties have executed this MOA on the date(s) below:

PARTIES:

Approved:

Federal Transit Administration



Date: 1-12-18

Yvette G. Taylor, Ph.D., Regional Administrator

Approved:

Florida State Historic Preservation Officer

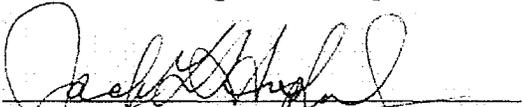


Date: 12/1/2017

Timothy A. Parsons, Ph.D., State Historic Preservation Officer

Approved:

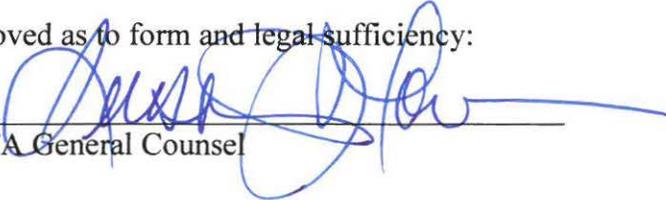
South Florida Regional Transportation Authority



Date: 10/30/17

Jack L. Stephens, Executive Director

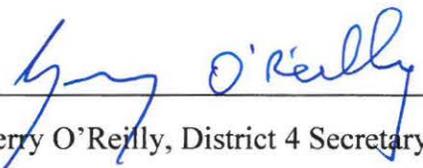
Approved as to form and legal sufficiency:



SFRTA General Counsel

Concurred:

Florida Department of Transportation, District 4



Gerry O'Reilly, District 4 Secretary

Date: 11-21-2017

Legal Approval: Dawn Padua

Attachment A:

SHPO Concurrence Letter-Section 106 Determination of Effects



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

Yvette G. Taylor, Ph. D.
Regional Administrator
US Department of Transportation - Federal Transit Administration
230 Peachtree Street N.W., Suite 800
Atlanta, GA 30303

April 10, 2017

Attn.: Ms. Julia Carrie Walker

RE: DHR Project File No.: 2014-503/Received by DHR: March 31, 2017
Project: *Miami River-Miami Intermodal Center Capacity Improvement*
County: Miami-Dade

Dear Ms. Taylor:

The Florida State Historic Preservation Officer reviewed the referenced project for possible effects on historic properties listed, or eligible for listing, on the *National Register of Historic Places*. The review was conducted in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended, and its implementing regulations in *36 CFR Part 800: Protection of Historic Properties*.

This office reviewed the Section 106 Determination of Effects document and concurs that the project will have no adverse effect on the Hialeah Seaboard Air Line Railway Station (8DA103), Miami Canal (8DA6525), and Miami Central Railroad Spur (8DA11868). This office also concurs that the proposed project will result in an adverse effect for the CSXT Railroad Bridge (8DA5910). This office tenders that the removal of the CSXT Railroad Bridge (8DA5910) also constitutes an adverse effect to the CSX Railroad (8DA10753). The replacement of the CSXT Railroad Bridge will act as mitigation for the impacts to the CSX Railroad. This office looks forward to the production of a Memorandum of Agreement (MOA) to document the mitigation for the adverse impacts to the CSXT Railroad Bridge and the CSX Railroad.

If you have any questions, please contact Ginny Jones, Architectural Historian, by email ginny.jones@dos.myflorida.com, or by telephone at 850.245.6333 or 800.847.7278.

Sincerely,

Timothy A. Parsons, Ph.D., RPA
Director, Division of Historical Resources
and State Historic Preservation Officer

Division of Historical Resources
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6300 • 850.245.6436 (Fax) • FLHeritage.com

