

DUNS No.: 80-939-7102  
CSFA No.: N/A

Contract No.: \_\_\_\_\_  
FM No: 406919-3-C8-01  
FEID No: VF-596-000-319

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as “AGREEMENT”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Fort Lauderdale, located at 100 N. Andrews Avenue, Fort Lauderdale, FL 33309, hereinafter referred to as the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide maintenance services in connection with Financial Management (FM) Number 406919-3-C8-01 (Funded in Fiscal Year 2020/2021) for perpetual maintenance of an historic CSX bridge in Broward County, Florida. Refer to **Exhibit A**, Scope of Services, attached hereto and made of part hereof; and

WHEREAS, for purposes of this Agreement, perpetual maintenance of an historic bridge as stated above are hereinafter referred to as the Project; and

WHEREAS, the Project is in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the PARTICIPANT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The PARTICIPANT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards. The PARTICIPANT shall also be responsible for the administration and overall coordination required for the Project.
3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data, and information pertaining to the Project available to the PARTICIPANT at no extra cost.

4. The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The PARTICIPANT will make best efforts to obtain the DEPARTMENT'S input before making its decisions.
5. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or December 30, 2021, whichever occurs first. The obligations of the PARTICIPANT shall survive the lapse or termination of this Agreement.
6. The DEPARTMENT agrees to pay the PARTICIPANT for the Project described in **Exhibit A** of this Agreement. The total DEPARTMENT share towards this Project is a one-time payment of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00). In the event the actual cost of the Project exceeds the DEPARTMENT's payment of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00), any additional cost shall be the sole responsibility of the PARTICIPANT.
7. In the event the Project costs or Project modifications increase or exceed the amount authorized in paragraph 6, the DEPARTMENT and the PARTICIPANT shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the PARTICIPANT and the DEPARTMENT fail to negotiate an amendment for any reason whatsoever, then the increase in the Project costs will be the sole responsibility of the PARTICIPANT.
8. The PARTICIPANT acknowledges and agrees that the DEPARTMENT'S obligation to pay the sum set forth herein and any amendments thereto is contingent upon an annual appropriation by the Florida Legislature.
9. The PARTICIPANT will comply with the provisions set forth in the Memorandum of Agreement (MOA) which is attached hereto and made a part hereof as **Exhibit D**. Notwithstanding the foregoing, the PARTICIPANT shall also agree to maintain the Project in accordance with the terms of **Exhibit A** of this Agreement. The terms of this paragraph shall survive the termination of this Agreement.
10. The PARTICIPANT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in Exhibit B, Deliverables, attached hereto and a made apart hereof. The PARTICIPANT will need written approval from the DEPARMENT, if deviating from the Deliverables set forth in **Exhibit B**.

11. The PARTICIPANT will be paid for estimated expenses to be incurred during the Agreement time period that are directly related to the Project as set forth in this Agreement. The PARTICIPANT will submit a progress report with the final invoice. Upon completion, the PARTICIPANT will notify the DEPARTMENT's Project Manager who will be responsible for verifying and accepting the services contemplated in this Agreement.
12. The invoice shall be submitted by the PARTICIPANT, in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit B**. Deliverables must be received and accepted in writing by the PARTICIPANT's Project Manager prior to payments.

Supporting documentation must establish that all deliverables were received and accepted in writing by the PARTICIPANT and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 10. All invoices submitted to the DEPARTMENT must be supported by approved progress reports substantiating the work performed and the amount invoiced, based on the services completed.

13. There shall be no reimbursement for travel expenses under this Agreement.
14. The PARTICIPANT must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 day time period may not be paid. The final balance due under this Agreement will be paid upon the completion of all Project services, receipt of a detailed progress report, and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing. The final invoice shall be accompanied by a Notice of Completion/Acceptance Form, **Exhibit C**, attached hereto and made a part hereof.
15. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under *Chapters 215 and 216, F.S.*. If the DEPARTMENT determines that the performance of the PARTICIPANT is unsatisfactory, the DEPARTMENT shall notify the PARTICIPANT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The PARTICIPANT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the PARTICIPANT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the PARTICIPANT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the PARTICIPANT

- resolves the deficiency. If the deficiency is subsequently resolved, the PARTICIPANT may bill the DEPARTMENT for the retained amount during the next billing period. If the PARTICIPANT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
16. The PARTICIPANT agrees to comply with **Section 20.055(5), F.S.**, and to incorporate in all subcontracts the obligation to comply with **Section 20.055(5), F.S.**
  17. The PARTICIPANT in providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) business days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
  18. If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the PARTICIPANT. Interest penalties of less than one (1) dollar will not be enforced unless the PARTICIPANT requests payment. Invoices that have to be returned to the PARTICIPANT because of the PARTICIPANT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
  19. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
  20. The PARTICIPANT shall maintain an accounting system or separate accounts to ensure that funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the PARTICIPANT's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

21. In the event this contract Agreement is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 such 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 contracts 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 1 year."

22. The PARTICIPANT will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
23. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
24. The PARTICIPANT agrees to include the following indemnification in all contracts with contractors, subcontracts, consultants, and subconsultants who perform work in connection with this Agreement:

To the fullest extent permitted by law the PARTICIPANT's contractor shall indemnify and hold harmless the PARTICIPANT, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by the contractor in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the PARTICIPANT's sovereign immunity.

To the fullest extent permitted by law the PARTICIPANT's consultant shall indemnify and hold harmless the PARTICIPANT, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the PARTICIPANT's sovereign immunity.

25. The PARTICIPANT / Vendor/ Contractor:
  - a) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the Agreement; and
  - b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.
26. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273 F.S.
27. In the event it becomes necessary for the DEPARTMENT or PARTICIPANT to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs Venue with respect to any such litigation shall be in Broward County.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
29. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

30. 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. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
31. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: Leos Kennedy, Jr.  
With a copy to: Norma Corredor  
With a second copy to: Lynn Kelley, Project Manager  
A third copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Fort Lauderdale  
100 N. Andrews Avenue Fort  
Lauderdale, Florida 33309  
Attn: Thomas Lawrence  
With A Copy to: City Attorney

\*\*\*\*\*

***THIS SPACE IS INTENTIONALLY LEFT BLANK***

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No \_\_\_\_\_, hereto attached.

AGENCY  
CITY OF FORT LAUDERDALE, through its  
CITY COMMISSION

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: Dean J. Trantalis  
TITLE: Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

BY: \_\_\_\_\_  
STEVEN C. BRAUN, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

BY: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

(SEAL)

APPROVED:

\_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

BY: \_\_\_\_\_  
DISTRICT PROGRAM MGMT ADMINISTRATOR

Approved as to form by Office of City Attorney:

BY: \_\_\_\_\_  
Kimberly Cunningham Mosley  
Assistant City Attorney



**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**406919-3-C8-01**

The Memorandum of Agreement (MOA), Exhibit D, between the DEPARTMENT, the State Historic Preservation Office (SHPO), the United States Coast Guard (USCG), and the PARTICIPANT; stipulates that the DEPARTMENT will relocate the historic railroad bridge to the CITY property known as River Oaks Preserve.

As required by the MOA, the bridge shall “be maintained and presented in a manner that shall preserve its historic character and still convey its engineering importance as a rare example of a Scherzer rolling lift type bridge”.

The PARTICIPANT’s responsibilities shall include, but not limited to the following:

1. The PARTICIPANT shall incorporate the bridge into the pedestrian walkway of the River Oaks Preserve.
2. The PARTICIPANT shall paint the bridge as needed to eliminate rust and corrosion.
3. The PARTICIPANT shall make structural and non-structural repairs as needed to preserve its historic character.
4. The PARTICIPANT shall be responsible for the removal of graffiti and repair of any vandalism.
5. The PARTICIPANT shall maintain the pedestrian decking over the bridge to comply with the Americans with Disabilities Act (ADA).

**EXHIBIT B**  
**DELIVERABLES**  
**FM # 406919-3-C8-01**

The following item listed below is the deliverable for the Project. The DEPARTMENT shall not release payment until this deliverable is accepted in writing by the DEPARTMENT:

A Notice of Completion/Acceptance from the Florida State Preservation Officer (SHPO) verifying and acknowledging that the subject Railroad bridge has been moved to the PARTICIPANT's property known as the River Oaks Preserve.

**EXHIBIT C**

**NOTICE OF COMPLETION  
FM # 406919-3-C8-01**

PROJECT DESCRIPTION: Perpetual maintenance of an historic CSX Bridge in Broward County (Historic Seaboard Air Line (CSX) Railroad Bridge over the New River), Project FM Number: 406919-3-C8-01

In accordance with the Terms and Conditions of this Agreement, the undersigned hereby provides notification that the work authorized by the Memorandum of Agreement between the United States Coast Guard, the Florida State Historic Preservation Office, and the DEPARTMENT is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT D**

**Memorandum of Agreement  
between  
the United States Coast Guard,  
the Florida State Historic Preservation Office, &  
the Florida Department of Transportation**

**MEMORANDUM OF AGREEMENT (MOA)  
AMONG  
THE UNITED STATES COAST GUARD  
AND THE FLORIDA STATE HISTORIC PRESERVATION OFFICER  
REGARDING IMPROVEMENTS FOR THE NEW RIVER CSX RAILROAD BASCULE  
BRIDGE PROJECT IN BROWARD COUNTY, FLORIDA  
PURSUANT TO 36 CFR PART 800.6(c)**

**WHEREAS**, the Florida Department of Transportation (FDOT), with the United States Coast Guard (USCG) as the lead federal agency, is conducting a study for the replacement of the New River CSX Railroad Bascule Bridge (referred to hereafter as the Project) located in the City of Fort Lauderdale (hereafter referred to as the City), Broward County, Florida; and

**WHEREAS**, the USCG has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act [Title 16 USC Section 470(f)], and has determined that the proposed project will have an adverse effect on the New River CSX Railroad Bascule Bridge (8BD3340) and a portion of the Seaboard Air Line (CSX) Railroad (8BD4649), properties eligible for listing in the National Register of Historic Places (NRHP); and

**WHEREAS**, USCG and FDOT have consulted with the City of Fort Lauderdale and Broward County Historical Commission and considered their input regarding the proposed effects as well as potential mitigation options; and

**WHEREAS**, the FDOT has obtained consent from CSXT, Inc., to the transfer of the bridge to the City; and

**WHEREAS**, it was determined that Historic American Engineering Record documentation was not required for the Project as it was completed for the structure in 2007; and

**WHEREAS**, the FDOT has participated in the consultation and has been invited to concur in this Memorandum of Agreement.

**NOW, THEREFORE**, USCG, FDOT, and the Florida SHPO agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the Project on historic properties and minimize and mitigate effects to the historic properties.

FDOT shall ensure that the following measures are carried out:

**STIPULATIONS**

**1. Mitigation of Adverse Effects to the New River CSX Railroad Bascule Bridge**

All documentation of historic properties pursuant to this agreement shall be conducted by or under the direct supervision of 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*; and that all archaeological work is carried out by or under the direct supervision of a person or persons meeting the *Secretary of the Interior's Professional Qualifications Standards* (Code of Federal Regulations 36 CFR Part 61) in the field of *Archaeology*.

The FDOT shall coordinate and provide funding for the relocation and retrofit with the understanding funding is available for reasonable and necessary costs associated with the relocation of the bridge to its new location and its installation for use as a pedestrian bridge. The bridge shall be relocated to a nearby proposed City park within the City of Fort Lauderdale, River Oaks Stormwater Preserve (hereafter referred to as the Site). The map in Appendix A shows the Site.

Upon relocation to the Site, the bridge shall be maintained and presented in a manner that shall preserve its historic character and still convey its engineering importance as a rare example of a Scherzer rolling lift type bridge.

- a. There shall be no requirement that the bridge is operational as long as the historic structure and functionality is visible, maintained, and explained at the new location.
- b. The historic superstructure, with the exception of the counterweight, shall be removed and relocated, as feasible.
- c. The presentation of the bridge at the new Site shall also include pedestrian decking that represents the former use as a railroad bridge.

If the proposed relocation to the Site proves to not be feasible, then all parties of the agreement will reinstate the Section 106 consultation process to determine relocation or disposition of the bridge.

## **2. Minimization of Adverse Effects to the Seaboard Air Line (CSX) Railroad**

The recommended alternative as determined at the conclusion of the Project Development and Environment (PD&E) phase, and refined during the preliminary design phase, provides for the construction of a new bascule (rolling lift) bridge approximately 35 feet to the west of the existing bridge. (A new alignment is required in order to maintain the freight rail operations in the corridor during construction.) The proposed offset track would depart from the existing track approximately 1,200 feet north of the subject bridge and would rejoin the existing track approximately 1,200 feet south of the bridge.

This project is planned to be a traditional Design-Bid-Build project and SHPO and USCG shall be provided with the 60 and 90 percent plans package in order to ensure the new bridge design and historic bridge relocation outlined in this agreement are fully considered and comply with this Memorandum.

Should there be any alterations to the Project that could result in adverse effects to historic resources not addressed in this agreement, the USCG shall notify the SHPO of these alterations

and provide the SHPO with an opportunity to review and comment on the Project, in accordance with Stipulation 10.

### **3. Public Recognition and Education**

A marker, which will include a brief narrative description on the bridge's history and engineering aspects and/or photographs of the bridge, will be designed and placed in an appropriate location at the bridge's new Site. The FDOT will be responsible for the design, construction, content, and placement of the marker in consultation with the City, Fort Lauderdale Historic Preservation Board and Broward County Historical Commission.

An educational video shall be produced that covers the engineering significance of the bridge and captures an opening and closing of the bridge at its original location. This video shall be disseminated to the Fort Lauderdale Historical Society and Broward County Historical Commission.

### **4. Archeological Investigations/Discoveries**

In consultation with the SHPO and Broward County Historical Commission, FDOT will ensure efforts to avoid, minimize or mitigate adverse effects to any significant archaeological resources at the current bridge location and new Site during the Project in accordance with 36 CFR 800.13(b). All records resulting from archaeological discoveries shall be in accordance with 36 CFR 79; and shall be submitted to the SHPO.

In consultation with the SHPO and Broward County Historical Commission, a cultural resources assessment survey of the new Site shall be conducted in order to identify and assess any archaeological resources that might be present in this location.

Should potentially significant archaeological resources be identified during the cultural resources assessment survey, FDOT, in consultation with the SHPO and Broward County Historical Commission, will ensure efforts to avoid, minimize, or mitigate adverse effects to these resources.

Should archaeological artifacts, ecofacts, or features be encountered during construction of the Project, FDOT will ensure that they are examined by a professional archaeologist meeting the *Secretary of the Interior's Professional Qualifications Standards* (Code of Federal Regulations 36 CFR Part 61).

Should unmarked human remains be encountered during the cultural resources assessment survey or construction of the Project, FDOT will ensure that they are treated in accordance with Chapter 872.05, Florida Statutes.

## **5. Monitoring and Reporting**

Ninety days after issuance of the USCG Bridge Permit and annually on that date until this agreement expires or is terminated, FDOT shall provide all parties to this agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in FDOT's efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this MOA pursuant to Stipulation 11, below.

## **6. Schedule for completion**

This agreement will be null and void if its terms are not carried out within five (5) years from the date of permit or if the USCG permit becomes null and void, whichever occurs first. Prior to such time, USCG may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation 11 below.

## **7. Points of Contact**

The USCG Point of Contact (POC) will be the Commander, First Coast Guard District, United States Coast Guard, ATTN: Bridge Program Manager, Battery Park Bldg Rm. 305, 1 South St., New York, NY 10004, at (212) 668-7994, Fax: (212) 668-7967.

The POC for the SHPO will be Robert Bendus, State Historic Preservation Officer, 500 South Bronough Street, Tallahassee, FL 32399-0250 at (850) 245-6300, Fax: (850) 245-6436.

The POC for FDOT will be James Wolfe, FDOT District 4 Secretary, Florida Department of Transportation, 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309 at (954) 777-4100, Fax: (954) 777-4197.

## **8. Post Review Discoveries**

If potential historic properties are discovered or unanticipated effects on historic properties found, the signatory parties shall consult in accordance with 36 CFR Section 800.13. In such instances, the terms of this MOA will be reconsidered and may be amended in accordance with Stipulation 11, below.

## **9. Effective Date**

The terms of this agreement will become effective on the date of issuance of a USCG Bridge Permit.

## **10. Dispute Resolution**

The Advisory Council on Historic Preservation (hereafter referred to as the Council) will be consulted only when the project activity involves a National Historic Landmark or when there is dispute between review agencies.



Any party to this agreement 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).

Should any party to this agreement object within (30) days after receipt to any plans, specifications, contracts, or other documents provided for review pursuant to this agreement, or to the manner in which this agreement is being implemented, USCG shall consult with the objecting party to resolve the objection. USCG shall forward all documentation relevant to the dispute to the SHPO, and the Council, only if it is a dispute among review agencies. Within thirty (30) days after receipt of all pertinent documentation, the SHPO and/or Council will either:

- a. Provide USCG with recommendations, which USCG will take into account in reaching a final decision regarding the dispute; or
- b. Notify USCG that the Council will comment pursuant to 36 CFR 800.6 (b)(1)(v) and proceed to comment. Any Council comment provided in response to such request will be taken into account by USCG in accordance with 38 CFR 800.7(a) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; USCG and FDOT's responsibility to carry out all of the actions under this agreement that are not the subject of the dispute will remain unchanged.

#### **11. Amendments and Non-compliance**

If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR Sections 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation 12, below.

#### **12. Termination**

If this MOA is not amended following the consultation set out in Stipulation 10, it may be terminated by any signatory or invited signatory. Within 30 days following termination, USCG shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR Section 800.6(a)(1) or request the comments of the Council under 36 CFR Section 800.7(c) and proceed accordingly.

Execution of this agreement regarding improvements to the New River CSX Railroad Bascule Bridge, implementation of its terms by USCG, FDOT, and SHPO evidences that USCG has satisfied requirements of Section 106 of the National Historic Preservation Act [Title 16 USC Section 470(f)].

**SIGNATORIES:**

**United States Coast Guard**

 \_\_\_\_\_ Date 11/25/2011

Barry Dragon, Director Bridge Program, USCG

**Florida State Historic Preservation Officer**

 \_\_\_\_\_ Date 11/30/11

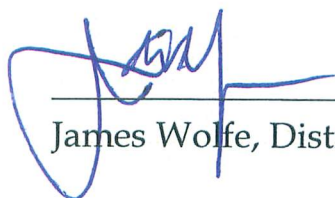
Robert Bendus, State Historic Preservation Officer

**CONCURRING PARTY:**

**Florida Department of Transportation, District 4**

 \_\_\_\_\_ Date 11/21/2011

Dawn Raduano, Assistant General Counsel, District 4 Chief Counsel's Office

 \_\_\_\_\_ Date 11/21/11

James Wolfe, District 4 Secretary

**APPENDIX A:**

**MAP OF THE CURRENT BRIDGE LOCATION AND NEW SITE AT THE PROPOSED  
CITY OF FORT LAUDERDALE PARK**





0 250 500 Feet

Data Source: Broward County Property Appraiser (2009); Jacobs Engineering, Inc. (2010)

FM No: 406919-2-22-01