

MEMORANDUM OF UNDERSTANDING

Between

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,

BROWARD COUNTY,

FLORIDA DEPARTMENT OF TRANSPORTATION, and

CITY OF FORT LAUDERDALE

Regarding the

WAVE MODERN STREETCAR PROJECT PROPERTY

This Memorandum of Understanding (“MOU”) is entered into jointly by the South Florida Regional Transportation Authority (“SFRTA”), Broward County (“County”), the Florida Department of Transportation (“FDOT”) and the City of Fort Lauderdale (“City”). Hereinafter, these agencies are referred collectively as the “Parties.”

WHEREAS, the Parties have committed either funding or other services for the WAVE Modern Streetcar Project (as it is defined in the Wave Modern Streetcar Partnership Agreement dated _____, ___, 2013 (the “Agreement”) and referred to herein as the “Project”); and

WHEREAS, SFRTA was awarded a TIGER Grant from the Federal Transit Administration (“FTA”), in June, 2012 for the Project (the “TIGER Grant”); and

WHEREAS, each of the Parties owns, controls or shall own or control, pursuant to the terms of the Agreement, property or rights-of-way over which the Project shall operate and/or land on which the WAVE Maintenance Facility will be located (the “Project Property”); and

WHEREAS, FTA is requiring, as a condition of the TIGER Grant, that the Parties enter into an agreement evidencing each of the Parties’ commitment to providing the necessary access, availability and usage of their respective interests in the Project Property

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

1. RECITALS.

The truth and accuracy of each of the Recitals set forth above are acknowledged by the Parties are incorporated herein by reference.

2. PROJECT PROPERTY.

a. The Parties are, or will be, the owners of the Project Property or have regulatory control and authority over such Project Property identified in the TIGER grant application approved by FTA or, in the case of the Vehicle Maintenance Facility (VMF), which will be identified at a future date.

b. Subject to the Parties' reservation of regulatory authority over such Project Property, the Parties agree to allow the Project to operate over their respective interests in the Project Property including rights of way and to have the necessary access to their respective Project Property(ies) (if such access is within the respective Party's control) to permit the Project to be operated, in compliance with the Parties' respective applicable rules and regulations.

c. Subject to the Parties' reservation of regulatory authority over such Project Property, the Parties agree to accommodate the use and utility of the Project in the future development of their facilities for as long as the Project is operational. It is contemplated that during the Project's Engineering Phase, that FTA may require a more definitive agreement regarding the usage of the Project Property including rights of way to enable the Project to operate and serve the public. In that event, the Parties agree to negotiate such agreement in good faith and in a timely manner.

3. TERM.

The term of this MOU will be for a period not to exceed thirty (30) years or as long as the Project is operational.

4. EFFECTIVE DATE.

This MOU shall take effect on the last date approved by all Parties. Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, and shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, through its GOVERNING BOARD,
signing by and through its Chair, authorized to execute same by Board action on the ____ day
of _____, 2013

SFRTA:

ATTEST:

By: _____

_____, CHAIR
Joseph Giuliatti, Executive Director

____ day of _____, 2013

APPROVED AS TO FORM:

Teresa J. Moore, General Counsel

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2013

COUNTY

ATTEST:

BROWARD COUNTY, by and through
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Approved as to form by Office
of the County Attorney for Broward County, FL
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____

Assistant County Attorney

Date: _____

THE CITY OF FORT LAUDERDALE, through its City Commission, signing by and through its Mayor, City Manager, and attested to by its City Clerk, authorized to execute same by City Commission action on the ____ day of _____, 2013,

CITY:

CITY OF FORT LAUDERDALE

By _____
John P. "Jack" Seiler, Mayor

By _____
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph, City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST:

By: _____
FDOT District 4 Secretary

FDOT Attorney
Approved as to Form