

## Memorandum of Understanding

This Memorandum of Understanding (this “MOU”) is entered into by and between the **City of Fort Lauderdale**, a Florida municipal corporation (the “**City**”), and the **Downtown Development Authority of the City of Fort Lauderdale** (the “**DDA**”), a special taxing district in the State of Florida, (herein referred to as “**Parties**”).

**Effective Date.** This MOU is effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”).

### RECITALS

WHEREAS, the City owns certain real property commonly referred to as the “One Stop Shop” site (the “**Site**”), which the Parties intend to plan, design, and develop as a park for the community; and

WHEREAS, the Parties desire to memorialize their understanding regarding coordination, planning, public outreach, preliminary design concept development, and certain consultant studies in furtherance of that intent.

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth herein, the Parties agree as follows:

#### 1. Purpose and Scope.

The purpose of this MOU is to document the Parties’ intent to work together to plan, design, and advance the development of the Site as a public park, including (a) community engagement and solicitation of stakeholder input, (b) preparation of initial design concepts, (c) completion of certain due diligence and consultant studies described below, and (d) intermittent temporary activation of the Site. Nothing within the terms of the MOU will cause the City to relinquish ownership or control of the Site.

#### 2. Roles and Responsibilities.

**2.1 City Responsibilities.** As owner of the Site, the City authorizes the DDA to lead planning and conceptual design efforts with the community consistent with this MOU. The City will provide the following studies and reports for the Site : (i) Phase I environmental analysis, (ii) survey, (iii) geotechnical reports, (iv) title work, (v) parking agreements and historic parking utilization reports, and (vi) tree and palm condition report (collectively, the “**City-Funded Studies**”).

**2.2 DDA Responsibilities.** The DDA will be responsible for (i) developing initial design concepts for the Site, and (ii) conducting public engagement and outreach to solicit community input regarding potential park programming and design. The DDA will fund the preparation of initial design concepts. Upon completion of its initial concepts and outreach, the DDA will present to the City Commission: (a) design concepts, (b) a summary of outreach performed, and (c) the DDA’s recommendation for proposed next steps. The proposed public outreach program will include a series of public engagement methods including hosting in-person meetings, email campaigns, and website and online communications. The proposed program may be altered by mutual agreement of the City and the DDA so long as the overall intent and purpose of the program does not deviate from the scope of this MOU.

**2.3 Intermittent Temporary Site Activation.** To assist with the DDA study and to evaluate potential future programming, the DDA may propose intermittent temporary activations of the Site. This may include, but is not limited to, a temporary market (farmer’s market), seasonal activation, holiday related events, or other park like activations. Activations will require the mutual agreement of the City and the DDA and shall follow all City processes for similar events.

**3. Costs; No Financial Commitment.** Except as expressly stated in Sections 2.1 and 2.2, each Party will be responsible for its own costs and expenses related to this MOU. Nothing in this MOU requires either Party to appropriate or expend funds beyond those described herein, nor does it obligate either Party to proceed with construction or implementation of any park improvements.

**4. Term; Termination.** This MOU will remain in effect for a period of eighteen (18) months from the Effective Date (the “**Term**”), unless earlier terminated. Either Party may terminate this MOU for convenience upon thirty (30) days’ prior written notice to the other Party. Upon mutual agreement of the City and the DDA, the MOU may be extended by a period not to exceed six (6) months from the end of the initial eighteen (18) month period.

## **5. General Provisions.**

**5.1 Non-Binding Future Understandings.** This MOU is intended as a statement of the Parties’ current understanding and does not create a legally binding obligation to proceed with any future transaction, project, or construction. Notwithstanding the foregoing, the Parties intend to be bound by Sections 5.3 (Public Records) and 5.4 (No Third-Party Beneficiaries) to the extent applicable by law.

**5.2 Coordination; City Approvals.** The Parties will coordinate in good faith regarding scheduling, deliverables, and public engagement activities. Any decision to advance beyond initial concepts, select a preferred concept, or implement improvements at the Site is subject to applicable City approvals, including City Commission action as required.

**5.3 Public Records.** To the extent applicable, the Parties acknowledge that the City is subject to Chapter 119, Florida Statutes (Public Records Law). Records made or received by the City in connection with this MOU may be public records, unless exempt by law.

**5.4 No Third-Party Beneficiaries.** This MOU is solely for the benefit of the Parties and does not create any rights in any third party.

**5.5 Amendments.** This MOU may be amended only by a written instrument executed by authorized representatives of both Parties.

**5.6 Notices.** Any notice under this MOU will be in writing and delivered to the addresses set forth below (or to such other address as a Party may designate by notice): [INSERT NOTICE ADDRESSES/EMAILS].

**5.7 Authority; Counterparts.** Each person signing this MOU represents that he or she is duly authorized to execute this MOU on behalf of the applicable Party. This MOU may be executed in counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument.

**5.8 Rights to Materials and Media.** The City shall have the rights to all documents and reports that are produced by the DDA and their consultants within the scope of this MOU. The City shall also be given access to all media (video, photographs, and other print and digital material) along with the rights to use said material. The DDA shall provide the City reasonable advance notice of any media engagement including but not limited to press releases, social media campaigns, surveys and shall allow the City’s Strategic Communications Department to participate in the review and promotion of the efforts under the terms and scope of the MOU.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the Effective Date.

**CITY OF FORT LAUDERDALE**

**DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_  
Rickelle Williams, City Manager

By: \_\_\_\_\_  
Jenni Morejon, President & CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and correctness:  
SHARI L. McCARTNEY, City Attorney

\_\_\_\_\_  
ERIC W. ABEND  
Senior Assistant City Attorney