Memorandum

MIAMI-DADE COUNTY

Date: March 30, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Report on Miami-Dade County Fair & Exposition / Florida International University Expansion

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Background

At the September 3, 2014 Board of County Commissioners (Board) meeting, the Board approved Resolution No. R-699-14 (Attachment 1) authorizing the County Mayor or County Mayor's designee to execute a Memorandum of Understanding between Miami-Dade County (County) and Florida International University Board of Trustees (FIU) providing a framework for the relocation of the Miami-Dade County Fair & Exposition ("Fair") and the conveyance of up to 64 acres of Tamiami Park, currently leased to the Fair, to FIU, subject to a favorable countywide Charter amendment voter referendum and the satisfaction of other conditions precedent by FIU (Attachment 2); and to provide the Board with a substantive update on progress with identifying a site no later than March 2015.

The resolution was adopted as amended to add a requirement to the MOU between the County and FIU that if the Fair is relocated, the new site shall be owned by the County; and that the County's use and development of the Bird Basin property be subject to the same restrictions in the current lease, which limits the use of the Bird Basin property to conservation and protection of natural and historical resources and resource-based public outdoor recreation, including passive recreational purposes and a park which are compatible with the conservation and protection of these public lands. In the MOU, FIU also agreed to provide $20 million to the County to allow the County to improve and expand the recreational activities offered for the benefit of the public at Tamiami Park.

FIU has agreed that its expansion onto the Fair site is conditioned on (1) voter approval of an Article 7 charter amendment to allow FIU to use and develop the Fair site; (2) the execution of an agreement between FIU, the County, and the Fair regarding the relocation of the Fair and providing for FIU or the State of Florida to assume all costs associated with the Fair's relocation, and that the new Fair site shall be owned by Miami-Dade County; (3) the conveyance of the Bird Basin Passive Park to the County, subject to the same restrictions listed in paragraph four and nineteen of the Lease Agreement between the Board of Trustees of the Internal Improvement Trust Fund of State of Florida (Lessor) and FIU (Lessee); and (4) the securing of necessary State approvals and appropriations by FIU.

On November 4, 2014, County voters approved the ballot question amending Article 7 of the Charter to exempt any expansion of FIU onto up to 64 acres of the Fair site from the restrictions of Article 7 subject to certain conditions, including the relocation of the Fair and the provision that no County funds be used for FIU's expansion and the required relocation of the Fair.

Alternate Site Analysis

Current Site Location and Access

The current leasehold of the Fair consists of approximately 86.81 acres on the eastern side of Tamiami Park in west Central Miami-Dade County at the intersection of SW 24 Street and SW 107 Avenue (the Current Site). The Current Site is bordered on the north by FIU. The remainder of Tamiami Park, a regional urban activity park owned by Miami-Dade County, is situated to the immediate west of the Current Site. Tamiami is comprised of soccer fields, ball fields, tennis courts, a swimming pool, more than half of the football stadium operated by FIU and various other recreation areas as well as parking areas for those facilities. Under the terms of the lease between the Fair and the County, the Fair may use Tamiami Park during the Fair and year-round events for parking. Residential and commercial/retail developments are located to the east and south of the current site.

Prior Work on Identifying a Site
In the fall of 2010, Miami-Dade County, the Fair, and FIU agreed to assess relocation possibilities that would allow FIU to expand onto the Property. As part of the relocation analysis, an analysis and report by Markin Consulting was completed in July of 2013. The three (3) possible relocation sites analyzed by Marking Consulting were as follows: the "Graham Site," 335 undeveloped acres privately owned west of Miami Lakes; the "Homestead Site," 344 acres owned by the County near the Air Reserve Base; and the "Sun Life Site," 85 acres owned by the Miami Dolphins near the Stadium in Miami Gardens. The Fair communicated that, pursuant to the requirement in the County/Fair lease that the relocation site be equal or better to the current site, it did not consider the Homestead and Sun Life sites to meet this condition. While the Fair was receptive to further consideration of the Graham site, the anticipated high cost of acquiring the land and the necessary infrastructure improvements made that option unfeasible to FIU. Further, at this time the Graham site is in the process of being acquired by International Atlantic, LLC, for the development of a large entertainment and retail complex.

Four Alternate Sites for Consideration
Over the last five (5) months, my administration and the Parks, Recreation and Open Spaces Department (PROS) staff have worked to identify other viable sites. In addition, FIU is assessing available State-owned property that may satisfy site objectives for the Fair. Prior efforts to identify a site served the purpose of focusing on the site objectives of all parties, including realistic costs, transportation and access, space necessary for activities, and parking requirements.

Earlier this month, meetings were held with the leadership of FIU and the Fair to introduce the four site options that have been identified to date. Each of the parties was asked to review the sites and to provide the County with a preliminary assessment of their viability by April 6, 2015. It is important to emphasize that the cost of any and all "due diligence" required to evaluate these or any other sites is the responsibility of FIU.

In each of these meetings with FIU and The Fair, the complete relocation of The Fair was discussed. In addition, for three (3) of the sites, we have introduced an alternative strategy for consideration – utilizing the site as a once-a-year site for the hosting of the annual County Fair and Exposition and then allowing The Fair to retain its leasehold on the buildings at the Current Site for year-round use for other events (with access to parking on FIU's property). This alternative will be less costly for FIU and may offer certain business benefits to The Fair.

The following outlines the sites currently under consideration:

Site A

- The site consists of two (2) separate parcels of County-owned land totaling about 120 acres on the site of the former Homestead Air Force Base and is inside the Urban Development Boundary (UDB) (see Attachment A – Site A Map).
- This is one of the "original" sites considered.
- There is no land cost if the County makes the property available for the Fair; the market value is approximately $49 million.
- The site offers available acreage for the Fair's logistical and parking needs (including once-a-year surface parking in adjacent park, which may require an Article 7 referendum for use of the park).
- There are no wetlands on the site.
- The site is available for development, with the west parcel being the location of possible buildings and structures, and the east parcel for parking and possibly, the carnival.
- The property is zoned RU-1 and IU-3.

Site B

- This site offers high visibility from Turnpike and SR 836 (just west of Dolphin Mall) (see Attachment B – Site B Map).
- The 68 acres + 70 acres are owned by FDOT; other contiguous parcels are privately owned.
- The property is inside the UDB.
- This site may need FIU's acquisition of private property at market value, subject to willing seller(s), to meet acreage requirements.
- Consultation with FDOT is necessary to determine if potential future use of the property by FDOT is under consideration.
- Site preparation and transportation and traffic analyses are needed.

Site C

- The site (Sun Life Stadium) is located East of NW 27 Avenue and West of the Florida Turnpike, between NW 203 and NW 196 Streets, in the City of Miami Gardens (see Attachment C– Site C Map).
- This is one of the "original" sites considered.
- There is sufficient land to meet the Fair's logistical and parking needs.
- The site offers built-in transportation access and traffic management.
- There are potential benefits to the Fair's business model, given its proximity of both Miami-Dade and Broward County audiences.
- There is a willingness from the Dolphins to consider a business proposal that would address terms (e.g., rent, revenue sharing, etc.).
- It is essential to coordinate with other Sun Life-based events (e.g., Super Bowl, early-mid-February; Jazz in the Gardens, held on the second or third weekend in March; University of Miami spring football game held in April).
- Stadium renovations are scheduled to be completed for the 2016 football season.

Site D

- The site is located at the western terminus of the SR 836 highway at the newly constructed interchange at 137 Avenue, which provides access to the regional road system (see Attachment D – Site D Map).
- There is privately-owned acreage inside and outside of the UDB available to accommodate the Fair.
- FIU will need to purchase a portion of the site at market value, subject to multiple willing sellers; this option may require future coordination with the County which may be interested in the acquisition of a portion of this property for other County uses, subject to further study and analysis. The northeast corner of the site is located within the UDB, providing access to public utilities.
- The properties are centrally located and are within proximate distance to the current Fair location.
- There is traffic access from 836 extension; MDX is now considering additional access corridors.
- Site preparation and transportation and traffic analyses are needed.

Once each of the parties (FIU and the Fair), respond to these site options, a report will be sent to the Board on next steps, which will outline action steps based on a specific site that is identified as a viable solution for the Board's consideration.

If additional information is needed, please contact Jack Kardys, Director, Miami-Dade County Parks, Recreation and Open Spaces Department at 305-755-7903.

Per Ordinance 14-65, this memorandum will be placed on the next available Board of County Commissioners meeting agenda.

Attachment 1 R-699-14, Resolution Approving MOU between County and FIU
Attachment 2 Executed MOU by County and FIU
Attachment A Site A Map
Attachment B Site B Map
Attachment C Site C Map
Attachment D Site D Map

c: Robert A. Cuevas, Jr., County Attorney
Michael Spring, Senior Advisor, Office of the Mayor
Office of the Mayor Senior Staff
Jack Kardys, Director, Parks, Recreation and Open Spaces Department
Dr. Mark B. Rosenberg, President, Florida International University
Robert Hohenstein, President/Chief Executive Officer, The Miami-Dade County Fair and Exposition, Inc.
Eugene Love, Agenda Coordinator

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

ATTACHMENT A

MEMORANDUM

Amended
Agenda Item No. 8(H)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	September 3, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution authorizing the County Mayor to execute a Memorandum of Understanding between Miami-Dade County and the Florida International University Resolution No. R-699-14

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Esteban L. Bovo, Jr.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: September 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Memorandum of Understanding Between Miami-Dade County and Florida International University

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At the July 17, 2014 Board of County Commissioners ("the Board") meeting, the Board instructed my administration to meet and negotiate with all appropriate stakeholders in order to create a plan and schedule for the expansion of Florida International University ("FIU") onto that portion of Tamiami Park currently leased to the Miami-Dade County Fair & Exposition, Inc. ("The Fair") and for the relocation of The Fair to an appropriate, new physical location, and to bring those recommendations to the Board at the September 3, 2014 scheduled meeting. The Board also directed my administration to bring back recommended ballot language for a countywide voter referendum to allow this to occur; the ballot question is a separate item on the agenda.

Recommendation

It is recommended that the Board authorize the execution of the attached Memorandum of Understanding ("MOU") between Miami-Dade County and FIU which contemplates that the County will convey, by lease or by property exchange, up to 64 acres of that portion of Tamiami Park currently leased to The Fair (Exhibit 1 – the Property) to FIU. The County's conveyance is subject to a voter referendum and certain conditions being met by FIU, including FIU obtaining sufficient funds to cover all of the costs of the relocation of The Fair, as relocation is required to address the terms of the Lease between the County and The Fair. The MOU sets forth the general responsibilities of the parties.

Scope

Tamiami Park is located in Commission District 11, Commissioner Juan C. Zapata. However, the conveyance of the property to FIU and the relocation of The Fair would have regional significance.

Fiscal Impact/Funding Source

The approval of the MOU will not create a fiscal impact on the County. The purpose of the MOU is to establish a framework for the expansion of FIU onto the Property and to document certain understandings between the County and FIU related to that process. The MOU acknowledges that the County shall not be required to expend any County funds in connection with FIU's expansion effort, and, to the extent the County finds it necessary to hire consultants or vendors to conduct studies related to the relocation effort, the MOU provides that FIU would reimburse the County for those expenses provided that FIU has first approved those expenses in writing before they are incurred by the County.

Track Record/Monitor

Jack Kardys, Director of the Parks, Recreation and Open Spaces Department, will coordinate this effort.

Background

The MOU serves as a blueprint outlining the critical steps, requirements and agreements necessary to convey the Property to FIU and satisfy the requirements of the Lease with The Fair. Key considerations in negotiating the MOU included the importance of improving and expanding the recreational activities offered by PROS for the benefit of the public. This is accomplished through FIU's commitment to secure $20 million to enable PROS to improve Tamiami Park and through FIU's conveyance of the Bird Basin property to the County.

Referendum
Miami-Dade County and The Fair are parties to a long-term lease agreement under which The Fair operates its annual fair and otherwise manages approximately 86 acres of Tamiami Park, located at 11201 SW 24 Street, next to FIU ("Dade County Youth Fair site"). The Dade County Youth Fair site is currently exempt from the public park purposes only use restrictions and construction limitations of Article 7 of the Home Rule Charter, but if The Fair relocates then the site would no longer be exempt. Accordingly, in order to convey the Property to FIU to use for non-public park purposes and to construct facilities not otherwise permitted by Article 7 of the Charter, it is necessary to undertake a countywide voter referendum to amend Article 7 of the Charter in order to extend the exemption to FIU's use and expansion onto the Property. Therefore, the conveyance of the Property by the County to FIU is contingent upon a favorable result of the voter referendum. A separate agenda item with proposed ballot language for the November 4, 2014 election is provided for the Board's consideration.

Conveyance of the Property
The MOU outlines options for the County's conveyance of the Property to FIU, subject to the referendum and the required conditions being met by FIU. One approach is for the County to provide the Property to FIU under a long-term lease, in exchange for a long-term lease between the County and the State for the approximately 320-acre Bird Basin property. Another is for the County to exchange ownership of the Property with the State for ownership of the Bird Basin property. In either of these cases, FIU and the State also would be required to address any land acquisition costs for property that may be necessary for the Fair's relocation. The County would ask the State and FIU that ownership of any such property purchased for The Fair's relocation be conveyed by the State to the County. The method of conveyance of the Property will be finalized in negotiations with FIU and the State and subject to review and approval by the Board.

Financial Obligations
Through the MOU, FIU has agreed to seek funding from the State or private donors for its expansion onto the Fair site and the relocation of the Fair; the MOU reaffirms that any such efforts shall not require the use of County funds. The costs for relocation of The Fair may include, but are not limited to, land purchase, infrastructure development, and, if necessary, environmental mitigation. Total costs will be directly dependent upon the selected relocation site and an appraisal of The Fair's improvements that are eligible under the terms of the Lease for reimbursement.

In addition, FIU has agreed to seek the necessary approvals and appropriations to provide the County with (1) $20 million to be used under the direction of the Parks, Recreation and Open Spaces Department ("PROS") for improvements to PROS facilities at Tamiami Park and (2) a lease or title to the Bird Basin property.

The costs of these requirements will be covered by revenues to be secured by FIU from the State and private sources. Earlier this year, the State included $10 million in its FY 2014-2015 budget in support of FIU for its strategic land acquisition initiatives. The County agrees to continue to work cooperatively with FIU and make sufficient State funding for this effort a legislative priority.

FIU's Planned Use of the Property
Given the continued and rapid growth of FIU and the development of its campus, the Property identified in Exhibit 1 can provide the University with adequate area to meet its expanding academic needs and planned goals for new educational and research facilities.

The attached MOU identifies FIU's general proposed use of the Property. In addition, it provides restrictions that prohibit commercial development (other than minimal commercial development incidental to its permissible uses) on the Property and confirms that the Property cannot be used for a hospital, for a medical school, or for the establishment of schools other than FIU. FIU currently proposes to use the Property for (Exhibit 2):

- Academic Space/Expansion of Engineering Center;
- Research Space/Academic Health Center – Geriatric Institute and Autism/Neuro Research;
- Incubator, Entrepreneurship and Data Center;
- University Undergraduate and Student Housing Facilities;
- Support Space; and
- Open, Recreational and Other Space.

FIU estimates that the potential economic impact of these plans is in the billions of dollars and the creation of tens of thousands of jobs.

Improvements to Tamiami Park
In addition, the MOU includes FIU's commitment to provide the County with $20 million for improvements to Tamiami Park, subject to and in consideration for the County's conveyance of the Property to FIU. Tamiami Park is a significant and very popular regional park that serves residents of the region and surrounding neighborhoods. It hosts local, state, and national events, and serves as one of our premier training grounds for young athletes. PROS program partners provide sports and afterschool programs that focus on baseball, basketball, and aquatics, serving more than 10,000 children each year. This investment will help fund development priorities approved by the PROS in the areas of recreation/aquatics, ball fields, track and field, and parking/circulation. It should be noted that the conveyance of the Property does not include the portion of the Dade County Youth Fair site that encompasses The Fair's buildings; this property and its buildings will be retained by the County for park and recreation purposes.

The Lease between the County and The Fair
In order to convey the Property to FIU, the County, The Fair and FIU would need to reach an agreement on The Fair's relocation and FIU's expansion. If a tri-party agreement cannot be reached, then the Lease agreement between Miami-Dade County and The Fair would need to be terminated, and the County, pursuant to the cancellation provision in the agreement, is obligated to "secure an equal or better alternate site in Miami-Dade County, acceptable to the Fair." Under these circumstances, amendments to State statutes may be needed to thereafter convey the Property to FIU. As stated earlier, FIU has agreed to secure sufficient funds to cover all expenses for The Fair's relocation, pursuant to the requirements of the Lease between the County and the Fair. The MOU emphasizes that there will be no cost to the County for the relocation of The Fair. The Fair has indicated that, although it would prefer to stay at the current Dade County Youth Fair site, it is open to continuing discussions on relocation.

Alternate Sites for The Fair
In the fall of 2010, Miami-Dade County, The Fair, and FIU agreed to assess relocation possibilities that would allow FIU to expand onto the Property. As part of the relocation analysis, the parties examined 24 sites for the potential relocation of The Fair and agreed to complete an in-depth analysis of the three most viable sites. An independent analysis and report by Markin Consulting, which was funded by all three parties, was completed in July of 2013. The three possible relocation sites were as follows: the

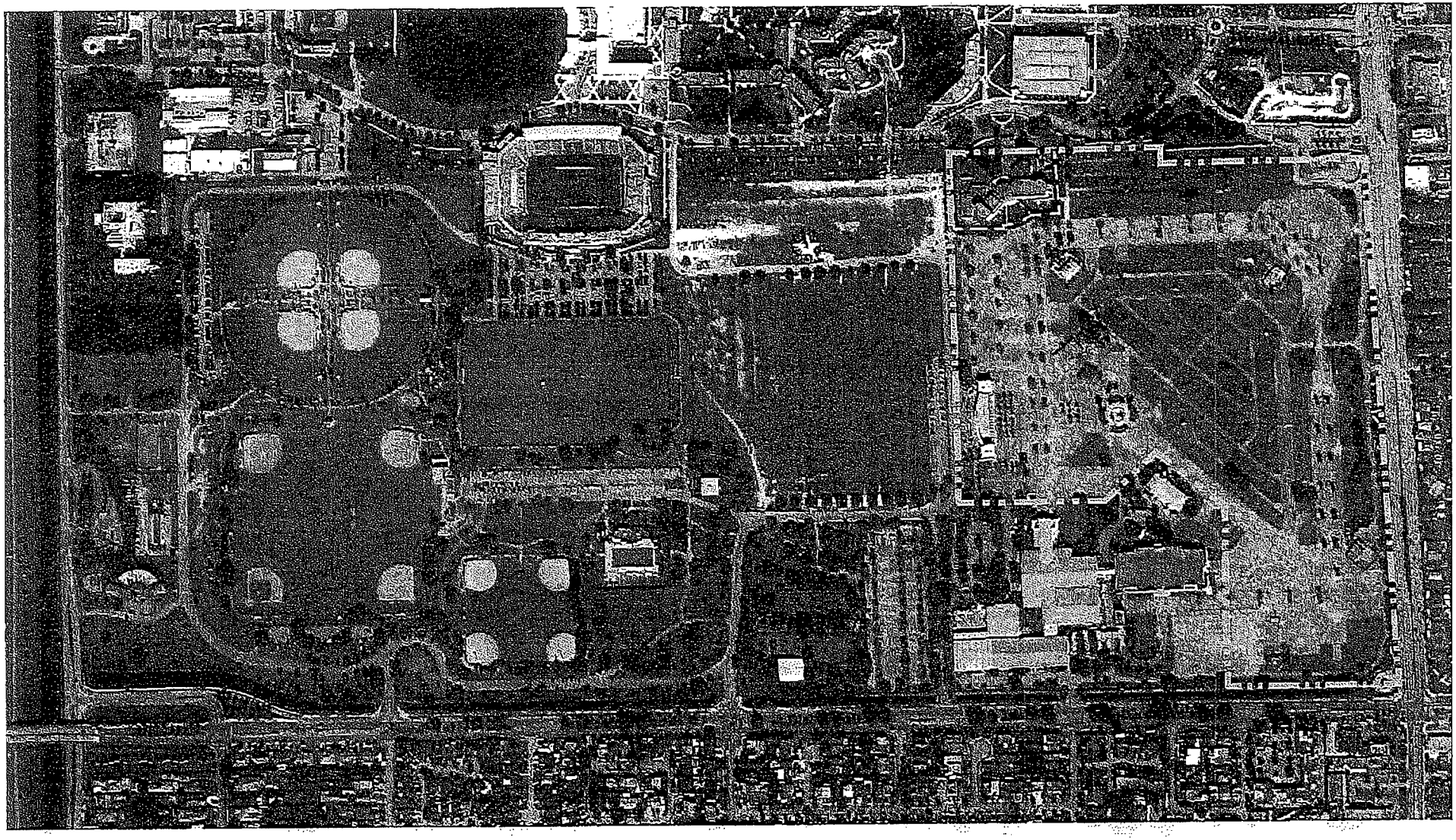
"Graham Site," 335 undeveloped acres privately owned west of Miami Lakes; the "Homestead Site," 344 acres owned by the County near the Air Reserve Base; and the "Sun Life Site," 85 acres owned by the Miami Dolphins near the Stadium in Miami Gardens. The Fair has since communicated that, pursuant to the requirement that the relocation site be equal or better to the current Fairgrounds, it did not consider the Homestead and Sun Life sites to meet this condition. While The Fair was receptive to further consideration of the Graham site, the anticipated high cost of acquiring the land and the necessary infrastructure improvements made that option unfeasible.

Staff is continuing work to identify viable sites. In addition, the State will assess available property that it owns and that may satisfy site objectives for The Fair. Prior efforts to identify a site served the purpose of focusing on the site objectives of all parties, including realistic costs, transportation and access, space necessary for activities and parking requirements. The goal is to provide the Board with a substantive update on progress with identifying a site no later than March 2015.

Michael Spring, Senior Advisor
Office of the Mayor

Attachments

c: Robert A. Cuevas, Jr., County Attorney
Michael Spring, Senior Advisor, Office of the Mayor
Office of the Mayor Senior Staff
Jack Kardys, Director, Parks, Recreation and Open Spaces Department
Dr. Mark B. Rosenberg, President, Florida International University
Robert Hohenstein, President/Chief Executive Officer, The Miami-Dade County Fair and Exposition, Inc.



FIU EXPANSION PLAN
63 ACRES

Exhibit 1

Exhibit 2

FLORIDA INTERNATIONAL UNIVERSITY

SUMMARY OF PROPOSED LAND USAGE

I. Academic and Research Space
   - Expansion of Engineering and Biomedical Center
   - Expansion of Academic Health Center – Geriatric Institute and Autism/Neuro Research

II. Incubator, Entrepreneurship and Data Center

III. University Undergraduate Student Housing Facilities

IV. Support Space

V. Open, Recreational and Other Space

FLORIDA INTERNATIONAL UNIVERSITY

PROPOSED LAND USAGE

Academic and Research Space

- Space needed to support the instructional, research, service and engagement requirements of students, faculty and staff
- Expansion of Engineering and Biomedical Center
- Expansion of Academic Health Center – Geriatric Institute and Autism/Neuro Research
- Emphasis on disciplines in science, technology, engineering and mathematics (STEM)
- Includes classrooms, faculty and staff offices, teaching labs, technology labs, and student support space
- Space for wet and dry research lab space, research office space, and support staff space to promote, encourage and assist the research and training activities of faculty and students

Incubator, Entrepreneurship and Data Center

- Space to promote academic and research mission of the university with a focus on community economic development
- Activities include licensing university's intellectual property rights, including patents, trademarks, and copyrights and technology transfer to facilitate the commercialization of scientific and research findings that will benefit the community and state
- Innovation and entrepreneurship will be enhanced with the goal of creating jobs, solving problems, and expanding the economic base of the community
- Ancillary space may include a data center to support university research and teaching technology requirements

University Undergraduate Student Housing Facilities

- Capacity of approximately 2000 beds
- Includes meeting, study, and recreation space

Support Space

- Space needed to improve support services to students, faculty and staff
- Includes exercise, health, wellness and recreational space for students, food service and auxiliary operations to support students, faculty and staff needs (model after campus usage), meeting room spaces, administrative support space
- Two parking garages to support incubator and entrepreneurship space, students, faculty, staff, and visitors

Open, Recreational and Other Space

- Green areas with pedestrian pathways, walkways and water elements

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 3, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

Amended
SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(H)(1)
9-3-14

RESOLUTION NO. R-699-14

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANING BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU) ESTABLISHING A FRAMEWORK FOR THE EXPANSION OF FIU ONTO UP TO 64 ACRES OF THE DADE COUNTY YOUTH FAIR SITE AND THE RELOCATION OF THE MIAMI-DADE FAIR & EXPOSITION, INC., (FAIR) CONTINGENT ON THE SATISFACTION OF CERTAIN SPECIFIED CONDITIONS PRECEDENT, INCLUDING A VOTER REFERENDUM AND FIU SECURING NON-COUNTY FUNDING FOR ITS EXPANSION AND THE FAIR'S RELOCATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference; and

WHEREAS, on July 17, 2014, the Board directed the Mayor to meet with and negotiate with all stakeholders, including FIU and the Fair to create a plan and schedule for the relocation of the Fair; and

WHEREAS, FIU is one of the main educational and economic engines of this community; and

WHEREAS, the continued and rapid growth of FIU has resulted in its interest in securing additional space on its main Miami-Dade campus to meet its expanding academic needs and planned goals for new educational and research facilities; and

WHEREAS, the expansion of FIU will bring about better educational opportunities and jobs for this community; and

WHEREAS, FIU has agreed that its expansion onto the Fair site is conditioned on (1) voter approval of an Article 7 charter amendment to allow FIU to use and develop the Fair site; (2) the execution of an agreement between FIU, the County, and Fair regarding the relocation of the Fair and providing for FIU or the State of Florida to assume all costs associated with the Fair's relocation, and that the new Fair site shall be owned by Miami-Dade County; (3) the conveyance of the Bird Basin Passive Park to the County, subject to the same restrictions listed in paragraph four and nineteen of the Lease Agreement between the Board of Trustees of the Internal Improvement Trust Fund of State of Florida (Lessor) and FIU (Lessee); and (4) the securing of necessary State approvals and appropriations by FIU; and

WHEREAS, FIU has agreed to seek $20 million in State or private funding for the County to improve and expand the recreational activities offered for the benefit of the public at Tamiami Park,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby authorizes the County Mayor or County Mayor's designee to execute the Memorandum of Understanding, in substantially the form attached hereto, between Miami-Dade County and FIU providing a framework for the relocation of the Fair and the conveyance of up to 64 acres of Tamiami Park currently leased to the Fair to FIU, subject to a favorable countywide Charter amendment voter referendum and the satisfaction of other conditions precedent by FIU.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			aye
Lynda Bell, Vice Chair			aye
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of September, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

MEMORANDUM OF UNDERSTANDING
CONCERNING THE EXPANSION OF
FLORIDA INTERNATIONAL UNIVERSITY
ONTO COUNTY-OWNED LAND

This Memorandum of Understanding ("MOU") is entered into on this ___ day of _____, 2014 by and between Miami-Dade County (the "County") and The Florida International University Board of Trustees ("FIU"). Under the terms and conditions set forth in this MOU, the County and FIU agree to work with the Miami-Dade County Fair and Exposition, Inc. (the "Fair") to accomplish the expansion of FIU onto up to 64 acres of County-owned land depicted in Appendix A to this MOU (the "Premises"), which land is currently occupied by the Fair under a lease agreement with the County.

RECITALS

WHEREAS, Tamiami Park, located at 10901 and 11202 Coral Way, is a critical regional park owned by the County and operated by the Parks, Recreation and Open Spaces Department ("PROS") that serves residents of the region and of the surrounding neighborhoods and also hosts local, regional, state, national events; and

WHEREAS, the Fair occupies approximately 86.8 acres of Tamiami Park, consisting of developed and improved lands, inclusive of the Premises, under that certain Amended and Restated Lease of County Lands to Youth Fair dated August 1, 1995 (the "Lease"), as amended, which Lease is for up to ninety (90) years, consisting of an initial term of forty-five (45) years with three additional fifteen (15) year options to renew, exercisable by the Fair if it is not otherwise in breach of the Lease, for a final expiration date of 2085; and

WHEREAS, FIU has provided thousands of Miami-Dade County residents with the opportunity to receive a world-class education and the tools necessary to take and create jobs, while serving as a main catalyst to South Florida's continued economic growth; and

WHEREAS, FIU currently serves over 54,000 students within the confines of the smallest main campus of any university within the State University System of Florida and has been recognized for having the highest classroom space utilization within the State University System; and

WHEREAS, FIU has graduated over 200,000 students and, in the next ten years, FIU expects to graduate over 130,000 students, the majority of which will remain in Miami-Dade County; and

WHEREAS, the expansion of FIU onto the Premises is important to the long-term success of FIU, ensuring the ability of FIU to expand its educational mission by providing much needed space for classrooms, research and development facilities, business incubator spaces, residence halls and other facilities consistent with FIU's educational, research and public outreach missions; and

WHEREAS, FIU desires to take possession of and develop the Premises—through either a lease or conveyance of title—to use that property in furtherance of its educational and research missions, as generally described in Appendix B to this MOU; and

WHEREAS, as urged by Miami-Dade County Resolution No. 867-13, the Florida Legislature appropriated to FIU an initial $10 million to cover the relocation costs of the Fair;

WHEREAS, the County recognizes and agrees that the Fair has the right to continue to use and possess the Premises, subject to all of the terms and conditions in the Lease, including the cancellation provision set forth in Article XI of the Lease (the "Cancellation Option"); and

WHEREAS, before any further consideration of the exercise of the Cancellation Option, there is a desire to explore a negotiated relocation plan with the Fair that would allow FIU to take possession of the Premises, providing for the County the substantial benefits outlined in this MOU, and also allowing the Fair to continue providing its programming to Miami-Dade County's residents; and

WHEREAS, as FIU considers its expansion onto the Premises, the County's population continues to grow, creating an increased demand for parks, open spaces, and the enhanced recreational use of land, as guided by the Board of County Commissioners-approved Open Space System Master Plan, which establishes a framework for the development of livable communities guided by principles of equity and access to parks and open spaces for all; and

WHEREAS, Tamiami Park, in particular, is a key component in PROS' parks network, serving many thousands of children annually, including special needs youths (for example, by serving as the home of the first Miracle League program in the County, a program that allows disabled children to play baseball), through its various sports and after-school programs, and generally providing valuable health and fitness options to the community through its open space and recreational activities, thereby helping to reduce the impact and cost to an already stressed healthcare infrastructure; and

WHEREAS, Tamiami Park not only serves as one of the premier training grounds for young athletes through programming partnerships with community-based organizations that focus on baseball, basketball, football, soccer, and aquatics, but also serves as a key strategic site for a host of disaster and emergency needs,

NOW, THEREFORE, in recognition of the foregoing recitals, which the parties to this MOU acknowledge reflect each of the parties respective interests and concerns, the County and FIU set forth the following framework for the expansion of FIU onto the Premises:

TERMS OF UNDERSTANDING FOR FIU EXPANSION ONTO COUNTY PROPERTY

ARTICLE 1
RELOCATION EFFORTS

1.01 Cooperative Relocation Effort Among All Parties. FIU and the County acknowledge that the most expeditious and cost-effective manner of accomplishing the expansion of FIU onto the Premises is to work cooperatively with the Fair to achieve a negotiated resolution that does not involve the County's exercise of its rights under the Cancellation Option. FIU agrees that, as part of any negotiated and mutually agreed upon resolution as between the County, FIU, and the Fair, FIU (or the appropriate State entity) will bear all of the costs associated with the relocation of the Fair.

1.02 Expansion onto Premises at No Cost to the County. Consistent with its representations to the Board of County Commissioners and the County's Administration, FIU acknowledges that, as a condition precedent to any relocation agreement or the County's exercise of the Cancellation Option, FIU will be required to provide the County adequate assurances (in form and manner acceptable to the County) that the expansion onto the Premises and the relocation of the Fair shall come at no cost to the County.

1.03 FIU's Legislative Efforts. It shall be FIU's responsibility to secure the funding—public or private, but in any event not County funding—necessary to accomplish its expansion onto the Premises and the relocation of the Fair. As such, FIU agrees to use its best efforts to seek funding from the Florida Legislature or private donors sufficient to cover 100% of the costs arising out of any negotiated and mutually agreed upon resolution to the relocation of the Fair and FIU's expansion onto the Premises.

1.04 County's Designation of FIU Expansion as a Legislative Priority. Subject to the subsequent approval of appropriate legislation by the Board of County Commissioners on an annual basis, the County agrees that the expansion of FIU shall be designated as one of the County's legislative priorities.

1.05 Identification of Prospective Fair Relocation Site. The County agrees that, by March 1, 2015, it shall present FIU with a substantive update on its progress on identifying a site for the relocation of the Fair. This update may include an estimate of the costs associated with the acquisition of the relocation site and any necessary improvements to the site to accommodate the Fair. Any estimates presented by the County, however, shall not alter FIU's obligation to fund 100% of the costs associated with the relocation of the Fair to any identified site. The new site of the Fair shall either be owned by the County or ownership of the new site of the Fair shall vest with the County. To the extent the County is required to expend any funds for third-party consultants or vendors in connection with studying the viability of any sites for relocation of the Fair, the County shall have no obligation to expend such funds unless FIU agrees in writing to reimburse the County for its expenses. If the Fair is relocated, FIU and the County acknowledge that the new site shall be owned by the County.

1.06 No Prejudice to Other Rights. Although FIU and the County have agreed that a negotiated Fair relocation is optimal, FIU and the County do not hereby limit their rights to take possession of the Premises by other means, including the County's exercise of the Cancellation Option.

1.07 Conditions Precedent to FIU's Expansion Onto the Premises. FIU and the County agree that any mutually agreed to relocation of the Fair and the expansion of FIU to the Premises as contemplated by this MOU will be subject to the following pre-conditions: (i) the approval of a referendum amending Article VII of the County's Home Rule Charter to permit FIU to expand onto the Premises; (ii) the execution of an agreement between the County, FIU, and the Fair regarding (or the issuance of a final order from a court of competent jurisdiction authorizing) the relocation of the Fair and providing for FIU or the State of Florida assuming all of the costs related to such relocation (which costs, for avoidance of doubt, must be agreed to by FIU or the State of Florida and shall be subject to appropriation by the Florida Legislature); (iii) the consent and approval of the TIITF to allow FIU to take possession of the Premises, if necessary, and the conveyance of either a deed to or lease of the Bird Basin Passive Park to the County; (iv) the approval, if necessary, of the Board of Governors of the State University System of Florida; and (v) the appropriation by the Florida Legislature of the funds necessary to pay for the relocation of the Fair and the Additional Consideration (as defined below).

ARTICLE 2
CONVEYANCE OF PREMISES

2.01 FIU Consideration to County for the Premises. Upon the occurrence of the conditions precedent set forth in Section 1.07 of this MOU, FIU agrees to assign to the County that certain Lease Agreement dated January 29, 2013, by and between the Trustees of the Internal Improvement Trust Fund (the "TIITF") and FIU ("Bird Basin Lease"), and all rights of FIU as Lessee set forth therein as related to a portion of the property described in such Lease Agreement, subject to the same restrictions in paragraph four and nineteen of the Lease Agreement, which portion of property consists of that certain parcel of property located in Miami-Dade County, Florida, as more particularly described in Appendix C (the "Bird Basin Passive Park Property").

As additional consideration for the lease or conveyance of the Premises and subject to the pre-conditions set forth in Section 1.07, FIU agrees that it will contribute $20 million to the County to be used for improvements to Tamiami Park (the "Additional Consideration"). The Additional Consideration shall be used for those park improvement projects that, after consultation with FIU, are determined by PROS' evaluation of the then-existing park needs for the community of Tamiami Park users are necessary for the park.

2.02 Nature of Interest Conveyed to FIU. The nature of the interest in the Premises that the County shall convey to FIU shall match the interest that the County receives in the Bird Basin Passive Park. That is, the County shall not be required to convey to FIU fee simple title to the Premises unless FIU, working with the TIITF, is able to convey the same interest in the Bird Basin Passive Park Property to the County. If the

County obtains a leasehold interest in the Bird Basin Passive Park Property, then the County shall only be required to convey a leasehold interest in the Premises to FIU, which leasehold interest shall be for the same term of years as the leasehold interest that the County receives in the Bird Basin Passive Park Property, except that in no event shall such term of year exceed ninety-nine (99) years. The County shall limit its use and development of the Bird Basin Passive Park Property in accordance with Paragraphs 4 and 19 of the Bird Basin Lease. In particular, the County would limit its use of the Bird Basin Passive Park Property to conservation and protection of natural and historical resources and resource based public outdoor recreation including passive recreational purposes and a park which is compatible with the conservation and protection of these public lands, as set forth in Section 259.032(11), Florida Statutes.

ARTICLE 3
FIU'S USE OF THE PREMISES

3.01 FIU's Limitations on the Use of the Premises. FIU agrees that the County has an interest in how the Premises are used, even if FIU obtains fee simple title to the Premises. As such, FIU agrees that the Premises shall not be used for commercial uses (except if the commercial use is ancillary to another permissible use of the Premises or relating to university auxiliary uses consistent with Fla. Stat. § 1011.47); for one or more hospitals; for any public or private K-12 school; or for any stand-alone for-profit post-secondary education facility (excluding, for avoidance of doubt, any uses pursuant to affiliation agreements between FIU and such entities in furtherance of FIU's educational mission).

3.02 FIU's Permitted Use of the Property. In recognition of the County's interest in how the Premises are used, FIU agrees that the Premises shall be used in furtherance of FIU's educational, research and public outreach missions generally consistent with the uses identified in Appendix B to this MOU. FIU shall provide the County with a proposed development timeline and construction schedule and periodic updates to those documents.

3.03 Opportunity for Public Comment. FIU and the County agree that County residents have an interest in how the Premises will be used by FIU and how any relocation of the Fair might impact County residents. As such, FIU and the County agree to work together to schedule joint informational town hall meetings; community conversations with constituent groups such as FIU students and alumni; meetings with homeowners' associations for residential areas surrounding Tamiami Park; and meetings with environmental advocates, constituent organizations, or any other groups that have an interest in the expansion of FIU and future improvements to Tamiami Park.

ARTICLE 4
MISCELLANEOUS TERMS

4.01 Nature of MOU. FIU and the County agree that this document sets forth only the parties' intentions as to a future framework for the successful expansion of FIU onto the Premises. However, nothing contained herein will be deemed to create any legally binding obligation on either the County or FIU. Neither the County nor FIU shall have any

obligation to expend funds to accomplish any of the objectives set forth in this MOU. Relatedly, the County shall have no obligation to undertake any actions under this MOU that would disturb or adversely impact its obligations under the Lease with the Fair, including but not limited to a termination of the Lease through the exercise of the Cancellation Option.

4.02 No Third-Party Beneficiaries. This MOU is a documentation of an understanding between the County and FIU, and no third-party shall claim any right or benefit as a third-party beneficiary to this MOU.

4.03 No Further Expansion Into Tamiami Park. FIU and the County have historically worked cooperatively to ensure the success of both FIU and Tamiami Park. To that end, the County has allowed FIU to construct its stadium partly on Tamiami Park and its performing arts center partly on the Premises and is now working collaboratively with FIU to facilitate its expansion efforts, including those efforts onto the Premises. FIU commits to preserve the balance of Tamiami Park for the local and regional park and recreation needs of the Miami-Dade County community; provided, however, that the foregoing shall not limit the ability of the parties to establish joint programs for the use of facilities within Tamiami Park.

4.04 Termination. This MOU shall continue until terminated by either party, through written notice given to the other party, with or without cause. Upon such termination, neither party shall have any liability to the other for any acts or omissions taken in connection with this MOU.

Executed this ___ day of September, 2014 by:

"COUNTY"

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Carlos A. Gimenez, County Mayor

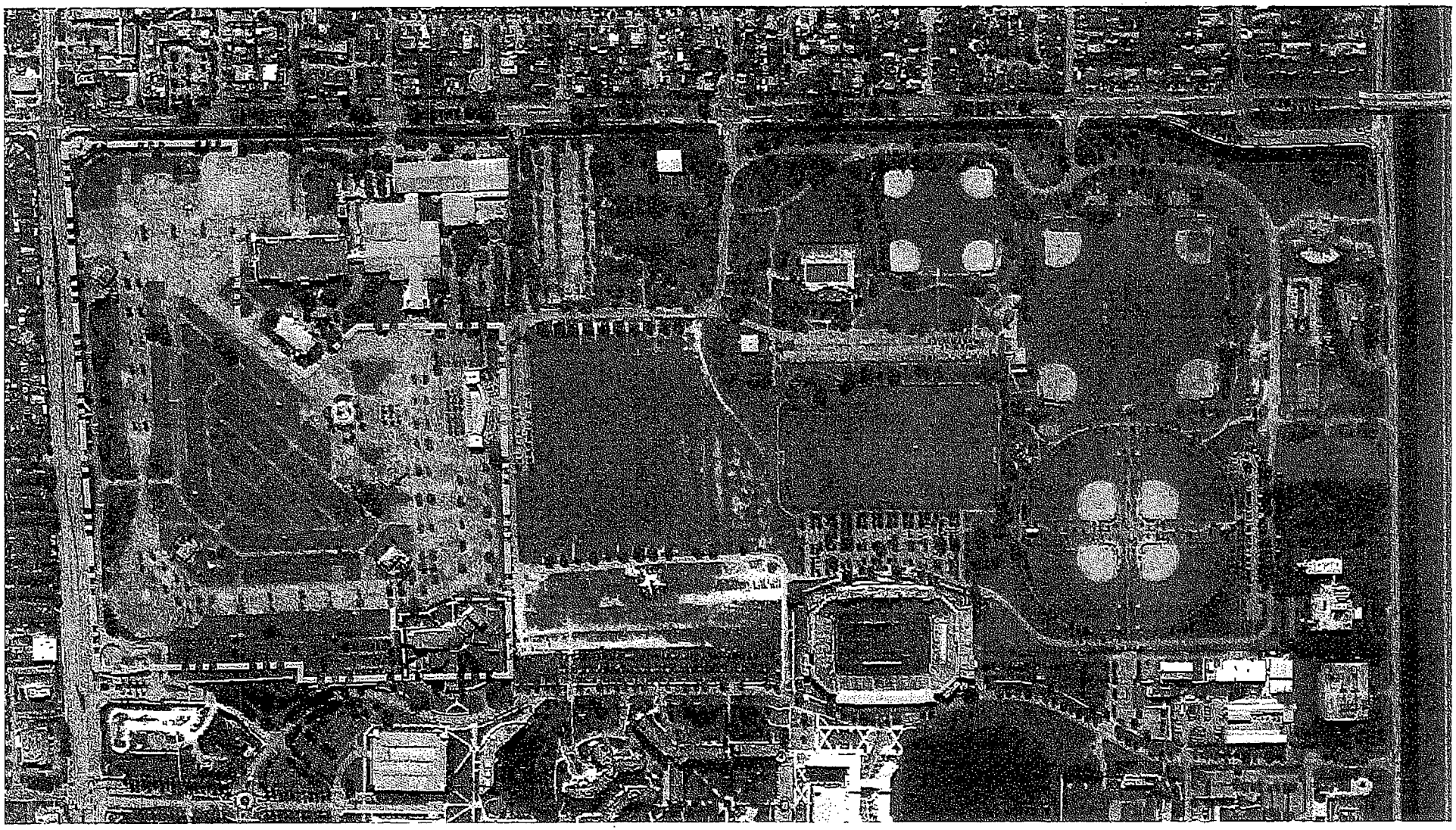
By: _____
Harvey Ruvin, Clerk of the Board

"FIU"

FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: _____

FIU EXPANSION PLAN
63 ACRES



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Appendix A

Appendix B

FLORIDA INTERNATIONAL UNIVERSITY

SUMMARY OF PROPOSED LAND USAGE

I. Academic and Research Space
   - Expansion of Engineering and Biomedical Center
   - Expansion of Academic Health Center – Geriatric Institute and Autism/Neuro Research

II. Incubator, Entrepreneurship and Data Center

III. University Undergraduate Student Housing Facilities

IV. Support Space

V. Open, Recreational and Other Space

FLORIDA INTERNATIONAL UNIVERSITY

PROPOSED LAND USAGE

Academic and Research Space

- Space needed to support the instructional, research, service and engagement requirements of students, faculty and staff
- Expansion of Engineering and Biomedical Center
- Expansion of Academic Health Center – Geriatric Institute and Autism/Neuro Research
- Emphasis on disciplines in science, technology, engineering and mathematics (STEM)
- Includes classrooms, faculty and staff offices, teaching labs, technology labs, and student support space
- Space for wet and dry research lab space, research office space, and support staff space to promote, encourage and assist the research and training activities of faculty and students

Incubator, Entrepreneurship and Data Center

- Space to promote academic and research mission of the university with a focus on community economic development
- Activities include licensing university's intellectual property rights, including patents, trademarks, and copyrights and technology transfer to facilitate the commercialization of scientific and research findings that will benefit the community and state
- Innovation and entrepreneurship will be enhanced with the goal of creating jobs, solving problems, and expanding the economic base of the community
- Ancillary space may include a data center to support university research and teaching technology requirements

University Undergraduate Student Housing Facilities

- Capacity of approximately 2000 beds
- Includes meeting, study, and recreation space

Support Space

- Space needed to improve support services to students, faculty and staff
- Includes exercise, health, wellness and recreational space for students, food service and auxiliary operations to support students, faculty and staff needs (model after campus usage), meeting room spaces, administrative support space
- Two parking garages to support incubator and entrepreneurship space, students, faculty, staff, and visitors

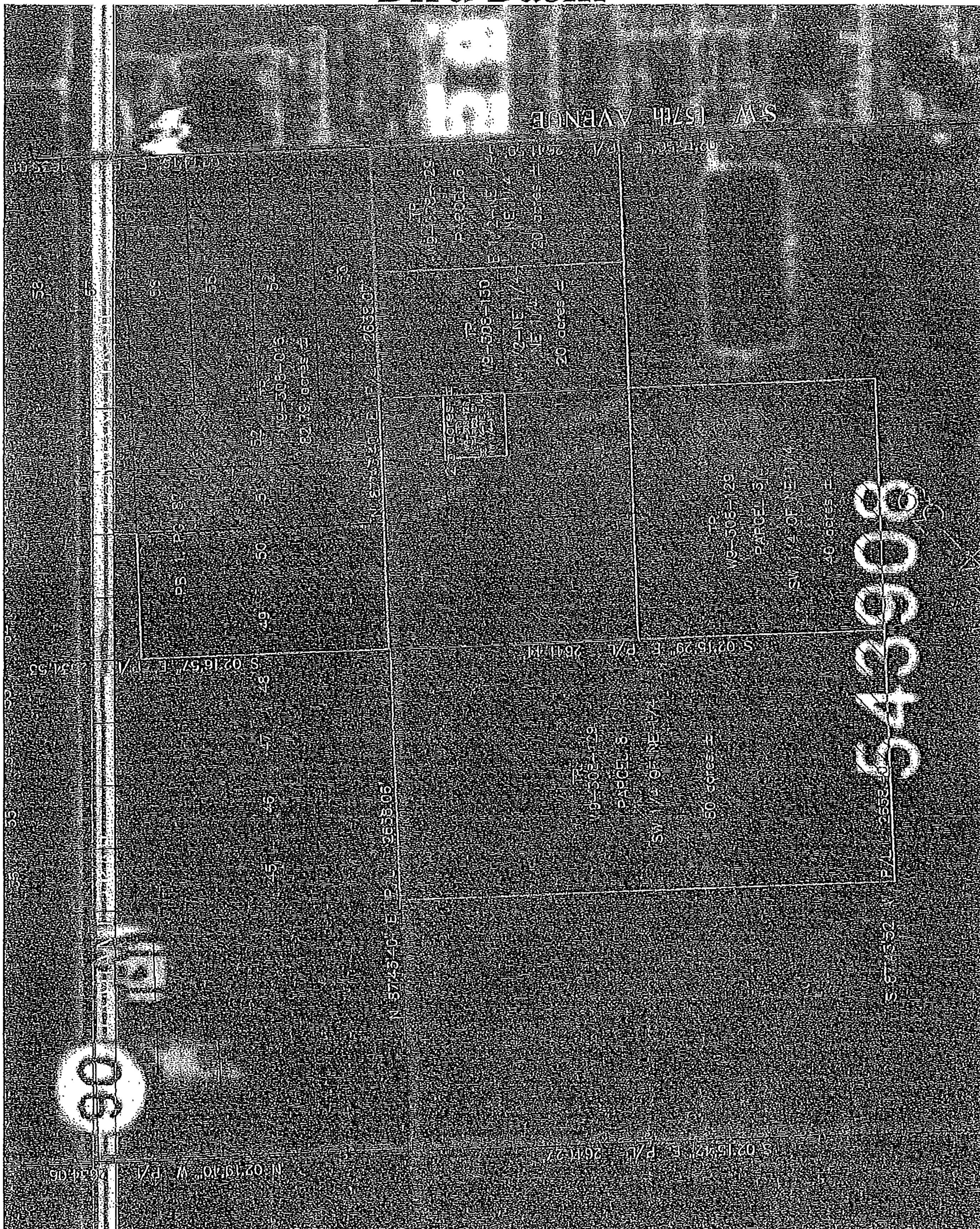
Open, Recreational and Other Space

- Green areas with pedestrian pathways, walkways and water elements

Last Updated: August 19, 2014

Appendix C

Bird Basin



ATTACHMENT B

MEMORANDUM OF UNDERSTANDING CONCERNING THE EXPANSION OF FLORIDA INTERNATIONAL UNIVERSITY ONTO COUNTY-OWNED LAND

This Memorandum of Understanding ("MOU") is entered into on this 30th day of October, 2014 by and between Miami-Dade County (the "County") and The Florida International University Board of Trustees ("FIU"). Under the terms and conditions set forth in this MOU, the County and FIU agree to work with the Miami-Dade County Fair and Exposition, Inc. (the "Fair") to accomplish the expansion of FIU onto up to 64 acres of County-owned land depicted in Appendix A to this MOU (the "Premises"), which land is currently occupied by the Fair under a lease agreement with the County.

RECITALS

WHEREAS, Tamiami Park, located at 10901 and 11202 Coral Way, is a critical regional park owned by the County and operated by the Parks, Recreation and Open Spaces Department ("PROS") that serves residents of the region and of the surrounding neighborhoods and also hosts local, regional, state, national events; and

WHEREAS, the Fair occupies approximately 86.8 acres of Tamiami Park, consisting of developed and improved lands, inclusive of the Premises, under that certain Amended and Restated Lease of County Lands to Youth Fair dated August 1, 1995 (the "Lease"), as amended, which Lease is for up to ninety (90) years, consisting of an initial term of forty-five (45) years with three additional fifteen (15) year options to renew, exercisable by the Fair if it is not otherwise in breach of the Lease, for a final expiration date of 2085; and

WHEREAS, FIU has provided thousands of Miami-Dade County residents with the opportunity to receive a world-class education and the tools necessary to take and create jobs, while serving as a main catalyst to South Florida's continued economic growth; and

WHEREAS, FIU currently serves over 54,000 students within the confines of the smallest main campus of any university within the State University System of Florida and has been recognized for having the highest classroom space utilization within the State University System; and

WHEREAS, FIU has graduated over 200,000 students and, in the next ten years, FIU expects to graduate over 130,000 students, the majority of which will remain in Miami-Dade County; and

WHEREAS, the expansion of FIU onto the Premises is important to the long-term success of FIU, ensuring the ability of FIU to expand its educational mission by providing much needed space for classrooms, research and development facilities, business incubator spaces, residence halls and other facilities consistent with FIU's educational, research and public outreach missions; and

WHEREAS, FIU desires to take possession of and develop the Premises—through either a lease or conveyance of title—to use that property in furtherance of its educational and research missions, as generally described in Appendix B to this MOU; and

WHEREAS, as urged by Miami-Dade County Resolution No. 867-13, the Florida Legislature appropriated to FIU an initial $10 million to cover the relocation costs of the Fair;

WHEREAS, the County recognizes and agrees that the Fair has the right to continue to use and possess the Premises, subject to all of the terms and conditions in the Lease, including the cancellation provision set forth in Article XI of the Lease (the "Cancellation Option"); and

WHEREAS, before any further consideration of the exercise of the Cancellation Option, there is a desire to explore a negotiated relocation plan with the Fair that would allow FIU to take possession of the Premises, providing for the County the substantial benefits outlined in this MOU, and also allowing the Fair to continue providing its programming to Miami-Dade County's residents; and

WHEREAS, as FIU considers its expansion onto the Premises, the County's population continues to grow, creating an increased demand for parks, open spaces, and the enhanced recreational use of land, as guided by the Board of County Commissioners-approved Open Space System Master Plan, which establishes a framework for the development of livable communities guided by principles of equity and access to parks and open spaces for all; and

WHEREAS, Tamiami Park, in particular, is a key component in PROS' parks network, serving many thousands of children annually, including special needs youths (for example, by serving as the home of the first Miracle League program in the County, a program that allows disabled children to play baseball), through its various sports and after-school programs, and generally providing valuable health and fitness options to the community through its open space and recreational activities, thereby helping to reduce the impact and cost to an already stressed healthcare infrastructure; and

WHEREAS, Tamiami Park not only serves as one of the premier training grounds for young athletes through programming partnerships with community-based organizations that focus on baseball, basketball, football, soccer, and aquatics, but also serves as a key strategic site for a host of disaster and emergency needs,

NOW, THEREFORE, in recognition of the foregoing recitals, which the parties to this MOU acknowledge reflect each of the parties respective interests and concerns, the County and FIU set forth the following framework for the expansion of FIU onto the Premises:

TERMS OF UNDERSTANDING FOR FIU EXPANSION ONTO COUNTY PROPERTY

ARTICLE 1
RELOCATION EFFORTS

1.01 Cooperative Relocation Effort Among All Parties. FIU and the County acknowledge that the most expeditious and cost-effective manner of accomplishing the expansion of FIU onto the Premises is to work cooperatively with the Fair to achieve a negotiated resolution that does not involve the County's exercise of its rights under the Cancellation Option. FIU agrees that, as part of any negotiated and mutually agreed upon resolution as between the County, FIU, and the Fair, FIU (or the appropriate State entity) will bear all of the costs associated with the relocation of the Fair.

1.02 Expansion onto Premises at No Cost to the County. Consistent with its representations to the Board of County Commissioners and the County's Administration, FIU acknowledges that, as a condition precedent to any relocation agreement or the County's exercise of the Cancellation Option, FIU will be required to provide the County adequate assurances (in form and manner acceptable to the County) that the expansion onto the Premises and the relocation of the Fair shall come at no cost to the County.

1.03 FIU's Legislative Efforts. It shall be FIU's responsibility to secure the funding—public or private, but in any event not County funding—necessary to accomplish its expansion onto the Premises and the relocation of the Fair. As such, FIU agrees to use its best efforts to seek funding from the Florida Legislature or private donors sufficient to cover 100% of the costs arising out of any negotiated and mutually agreed upon resolution to the relocation of the Fair and FIU's expansion onto the Premises.

1.04 County's Designation of FIU Expansion as a Legislative Priority. Subject to the subsequent approval of appropriate legislation by the Board of County Commissioners on an annual basis, the County agrees that the expansion of FIU shall be designated as one of the County's legislative priorities.

1.05 Identification of Prospective Fair Relocation Site. The County agrees that, by March 1, 2015, it shall present FIU with a substantive update on its progress on identifying a site for the relocation of the Fair. This update may include an estimate of the costs associated with the acquisition of the relocation site and any necessary improvements to the site to accommodate the Fair. Any estimates presented by the County, however, shall not alter FIU's obligation to fund 100% of the costs associated with the relocation of the Fair to any identified site. The new site of the Fair shall either be owned by the County or ownership of the new site of the Fair shall vest with the County. To the extent the County is required to expend any funds for third-party consultants or vendors in connection with studying the viability of any sites for relocation of the Fair, the County shall have no obligation to expend such funds unless FIU agrees in writing to reimburse the County for its expenses. If the Fair is relocated, FIU and the County acknowledge that the new site shall be owned by the County.

1.06 No Prejudice to Other Rights. Although FIU and the County have agreed that a negotiated Fair relocation is optimal, FIU and the County do not hereby limit their rights to take possession of the Premises by other means, including the County's exercise of the Cancellation Option.

1.07 Conditions Precedent to FIU's Expansion Onto the Premises. FIU and the County agree that any mutually agreed to relocation of the Fair and the expansion of FIU to the Premises as contemplated by this MOU will be subject to the following pre-conditions: (i) the approval of a referendum amending Article VII of the County's Home Rule Charter to permit FIU to expand onto the Premises; (ii) the execution of an agreement between the County, FIU, and the Fair regarding (or the issuance of a final order from a court of competent jurisdiction authorizing) the relocation of the Fair and providing for FIU or the State of Florida assuming all of the costs related to such relocation (which costs, for avoidance of doubt, must be agreed to by FIU or the State of Florida and shall be subject to appropriation by the Florida Legislature); (iii) the consent and approval of the TIITF to allow FIU to take possession of the Premises, if necessary, and the conveyance of either a deed to or lease of the Bird Basin Passive Park to the County; (iv) the approval, if necessary, of the Board of Governors of the State University System of Florida; and (v) the appropriation by the Florida Legislature of the funds necessary to pay for the relocation of the Fair and the Additional Consideration (as defined below).

ARTICLE 2
CONVEYANCE OF PREMISES

2.01 FIU Consideration to County for the Premises. Upon the occurrence of the conditions precedent set forth in Section 1.07 of this MOU, FIU agrees to assign to the County that certain Lease Agreement dated January 29, 2013, by and between the Trustees of the Internal Improvement Trust Fund (the "TIITF") and FIU ("Bird Basin Lease"), and all rights of FIU as Lessee set forth therein as related to a portion of the property described in such Lease Agreement, subject to the same restrictions in paragraph four and nineteen of the Lease Agreement, which portion of property consists of that certain parcel of property located in Miami-Dade County, Florida, as more particularly described in Appendix C (the "Bird Basin Passive Park Property").

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ARTICLE 3
FIU'S USE OF THE PREMISES

3.01 FIU's Limitations on the Use of the Premises. FIU agrees that the County has an interest in how the Premises are used, even if FIU obtains fee simple title to the Premises. As such, FIU agrees that the Premises shall not be used for commercial uses (except if the commercial use is ancillary to another permissible use of the Premises or relating to university auxiliary uses consistent with Fla. Stat. § 1011.47); for one or more hospitals; for any public or private K-12 school; or for any stand-alone for-profit post-secondary education facility (excluding, for avoidance of doubt, any uses pursuant to affiliation agreements between FIU and such entities in furtherance of FIU's educational mission).

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ARTICLE 4
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4.01 Nature of MOU. FIU and the County agree that this document sets forth only the parties' intentions as to a future framework for the successful expansion of FIU onto the Premises. However, nothing contained herein will be deemed to create any legally binding obligation on either the County or FIU. Neither the County nor FIU shall have any

obligation to expend funds to accomplish any of the objectives set forth in this MOU. Relatedly, the County shall have no obligation to undertake any actions under this MOU that would disturb or adversely impact its obligations under the Lease with the Fair, including but not limited to a termination of the Lease through the exercise of the Cancellation Option.

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Executed this ___ day of September, 2014 by:

"COUNTY"

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Carlos A. Gimenez, County Mayor

By: _____
Harvey Ruvin, Clerk of the Board

"FIU"

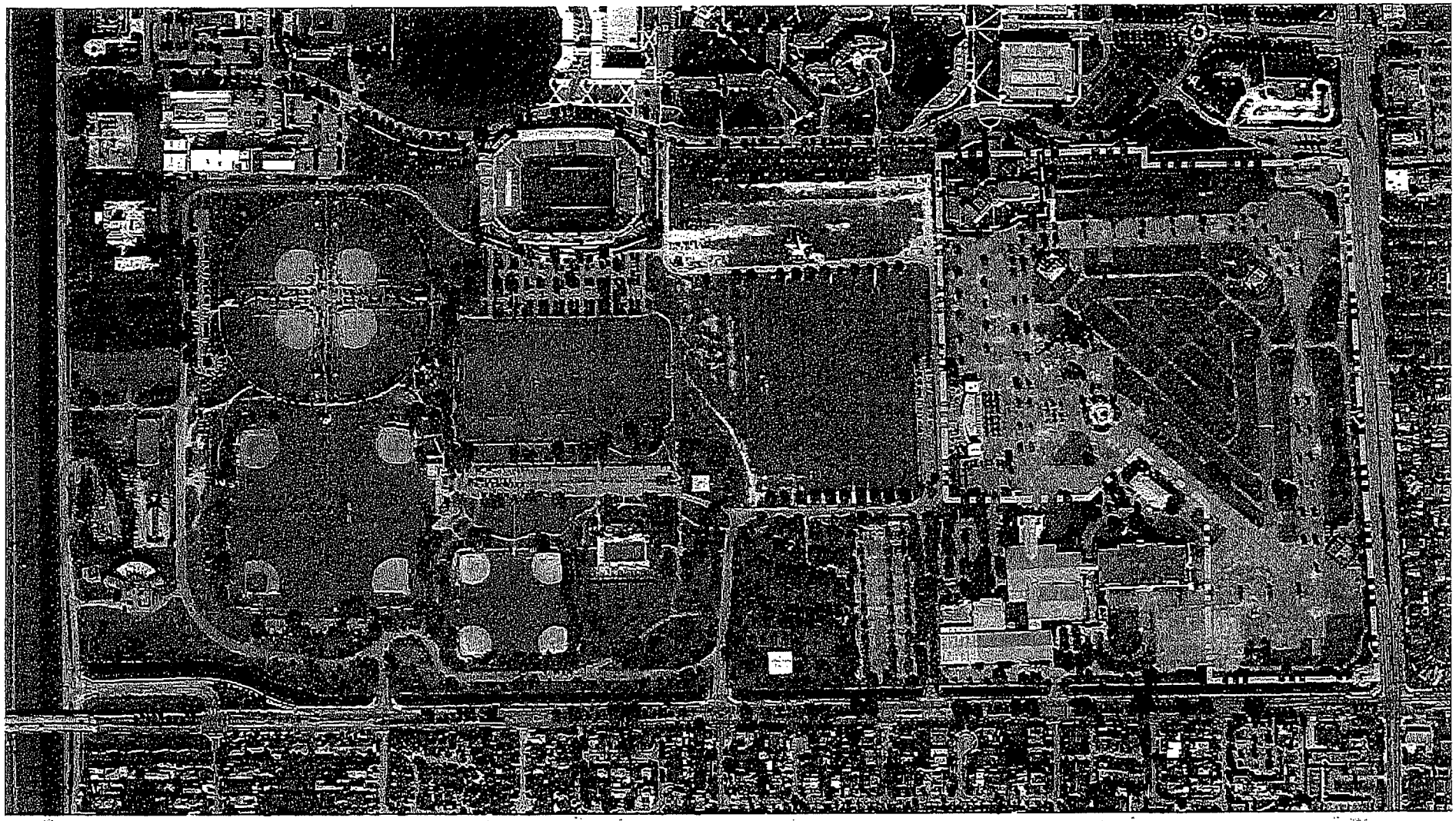
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: _____

Approved as to form
And legal sufficency

_____
Assistant County Attorney

Appendix A



FIU EXPANSION PLAN
63 ACRES

Appendix B

FLORIDA INTERNATIONAL UNIVERSITY

SUMMARY OF PROPOSED LAND USAGE

I. Academic and Research Space
   - Expansion of Engineering and Biomedical Center
   - Expansion of Academic Health Center – Geriatric Institute and Autism/Neuro Research

II. Incubator, Entrepreneurship and Data Center

III. University Undergraduate Student Housing Facilities

IV. Support Space

V. Open, Recreational and Other Space

FLORIDA INTERNATIONAL UNIVERSITY

PROPOSED LAND USAGE

Academic and Research Space

- Space needed to support the instructional, research, service and engagement requirements of students, faculty and staff
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- Expansion of Academic Health Center – Geriatric Institute and Autism/Neuro Research
- Emphasis on disciplines in science, technology, engineering and mathematics (STEM)
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- Space for wet and dry research lab space, research office space, and support staff space to promote, encourage and assist the research and training activities of faculty and students

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- Space to promote academic and research mission of the university with a focus on community economic development
- Activities include licensing university's intellectual property rights, including patents, trademarks, and copyrights and technology transfer to facilitate the commercialization of scientific and research findings that will benefit the community and state
- Innovation and entrepreneurship will be enhanced with the goal of creating jobs, solving problems, and expanding the economic base of the community
- Ancillary space may include a data center to support university research and teaching technology requirements

University Undergraduate Student Housing Facilities

- Capacity of approximately 2000 beds
- Includes meeting, study, and recreation space

Support Space

- Space needed to improve support services to students, faculty and staff
- Includes exercise, health, wellness and recreational space for students, food service and auxiliary operations to support students, faculty and staff needs (model after campus usage), meeting room spaces, administrative support space
- Two parking garages to support incubator and entrepreneurship space, students, faculty, staff, and visitors

Open, Recreational and Other Space

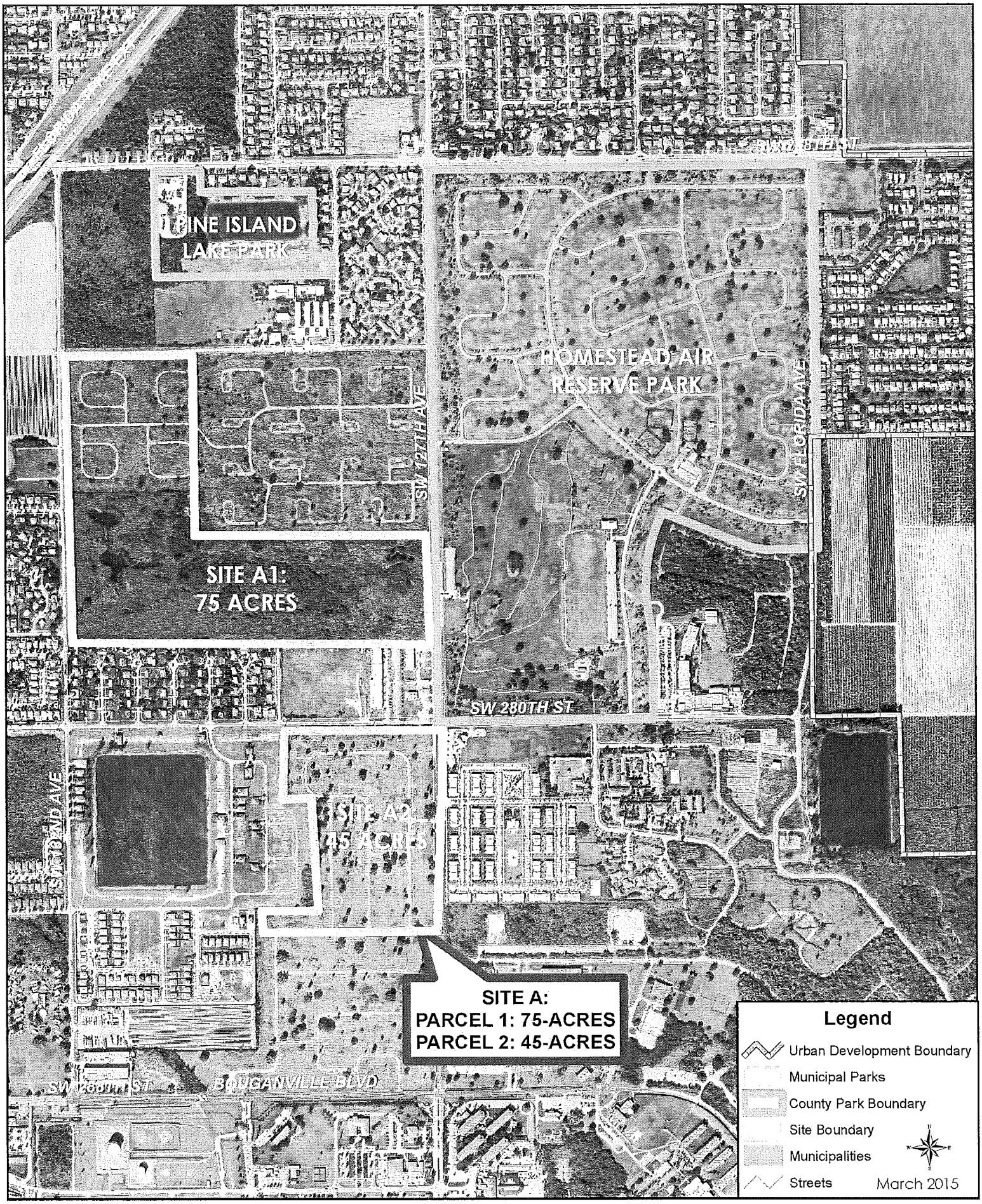
- Green areas with pedestrian pathways, walkways and water elements

Last Updated: August 19, 2014

PARKS, RECREATION AND OPEN SPACES FAIR RELOCATION SITES - SITE A

Attachment C

0 0.1 0.2 Miles



PARKS, RECREATION AND OPEN SPACES
FAIR RELOCATION SITES - SITE B

Attachment D

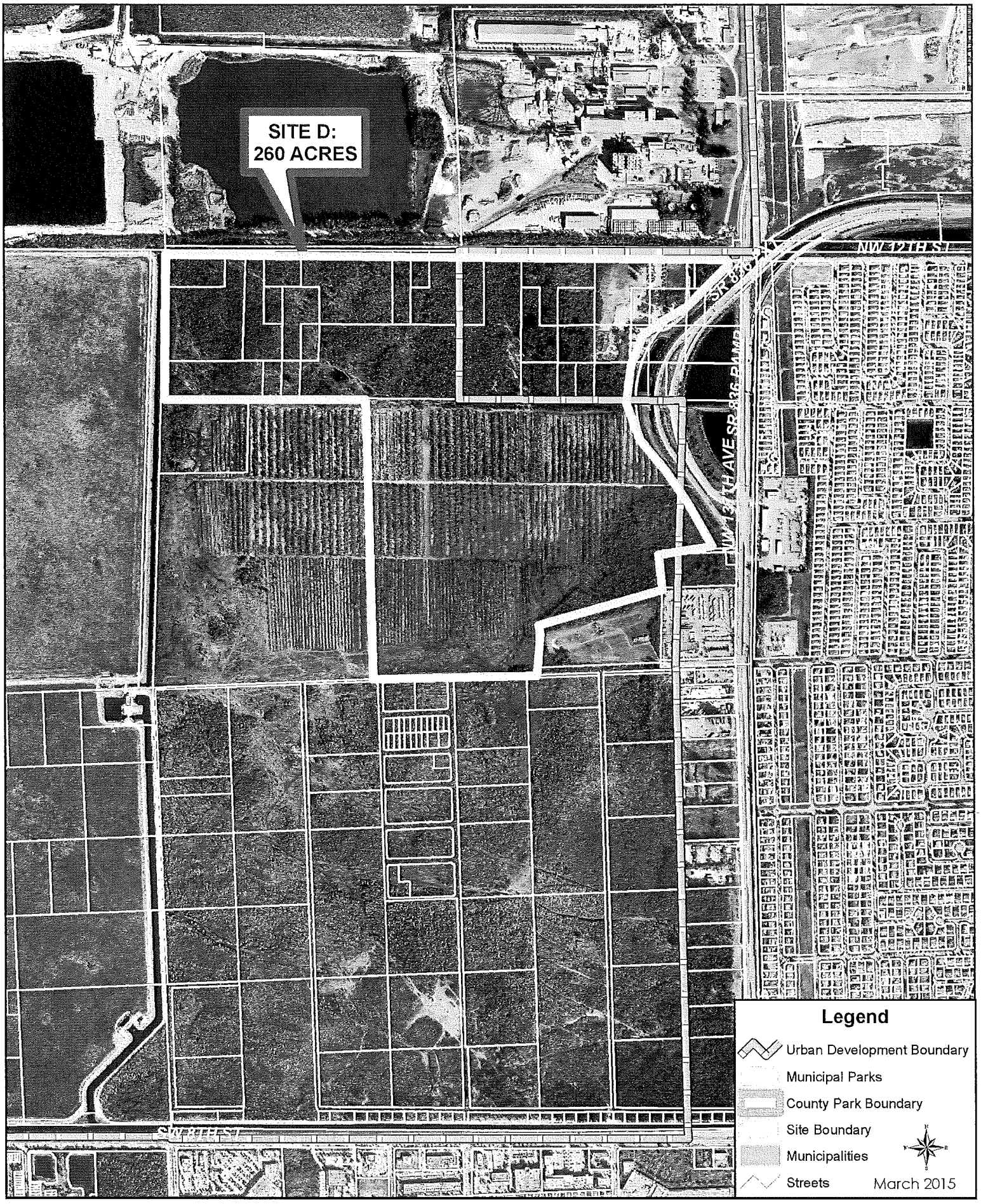
0 0.2 0.4 Miles

PARKS, RECREATION AND OPEN SPACES
FAIR RELOCATION SITES - SITE C

Attachment E

0 0.1 0.2 Miles

PARKS, RECREATION AND OPEN SPACES
FAIR RELOCATION SITES - SITE D

Attachment F

0 0.125 0.25 Miles