

# MEMORANDUM

Agenda Item No. 5(F)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 19, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving after public hearings, a Campus Development Agreement between Florida International University Board of Trustees and Miami-Dade County; authorizing the County Mayor to execute same and to execute amendments for extensions of time

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The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor County Infrastructure, Operations and Innovations Committee and Co-Sponsor Commissioner Jean Monestime.



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Geri Bonzon-Keenan  
County Attorney


GBK/jp

# Memorandum



**Date:** October 19, 2021

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Resolution Approving and Authorizing Execution of a Campus Development Agreement between the Florida International University Board of Trustees and Miami-Dade County

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the Campus Development Agreement (Agreement) between the Florida International University (FIU) Board of Trustees and Miami-Dade County, which is attached as Exhibit 1 to the implementing resolution.

This Agreement is intended to implement concurrency requirements pertaining to campus development agreements contained in Section 1013.30 (10)-(23), Florida Statutes, as described in Exhibit A to the Agreement.

## **Scope**

The FIU Modesto Maidique Campus is physically located on the southwest corner of SW 8 Street and SW 107 Avenue, within Commission District 11, represented by Commissioner Joe A. Martinez and the FIU Engineering Center Campus is located on the northeast corner of Flagler Street and NW 107 Avenue, within Commission District 10, represented by Commissioner Javier D. Souto. The entire community benefits from these two campuses; therefore, the impact of the item is countywide.

## **Delegation of Authority**

The proposed resolution authorizes the County Mayor or County Mayor’s designee to execute the attached Campus Development Agreement with the FIU Board of Trustees on behalf of Miami-Dade County and execute extensions of time to this Agreement.

## **Fiscal Impact/Funding Source**

The proposed agenda item is not expected to have a fiscal impact to Miami-Dade County. FIU will pay certain fees to the County, as per Section 9 of the Campus Development Agreement entitled “Financial Arrangements between the FIU Board of Trustees and Service Providers.”

## **Track Record/Monitoring**

Assistant Director Jerry Bell of the Planning Division, within the Department of Regulatory and Economic Resources, will monitor this Agreement.

**Background**

FIU adopted a Campus Master Plan that identifies general land uses and plans for the provision of roads, parking, public transportation, solid waste, drainage, sewer, potable water and recreation and open space for a minimum 10-year period.

The attached Campus Development Agreement is an agreement between FIU and the County which is intended to implement the requirements of concurrency as they relate to proposed campus development, based on FIU’s adopted Campus Master Plan, and ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, recreation and open space, roads and public transportation are available in a manner consistent with the level of service standards for these facilities as adopted in the County’s Comprehensive Development Master Plan (CDMP). In addition to addressing concurrency requirements, the Agreement must include provisions to mitigate impacts of campus development reasonably expected on public facilities and services. Section 1013.30, Florida Statutes, requires such an agreement between FIU and the County.

The Planning Division of the Department of Regulatory and Economic Resources and the affected County concurrency service departments have reviewed the Campus Development Agreement and found it to be consistent with the CDMP and the minimum requirements outlined in state law and have determined that public facilities and services are available to support the proposed development, as described in Exhibit A of the Agreement. The FIU capital development program generally described in Exhibit A consists of expansions, renovations and new development authorized by the Agreement and for which capacity is reserved. The majority of the development program focuses on academic facilities and classrooms, housing, student academic and health facilities, and onsite supporting infrastructure such as a parking garage and transit hub.

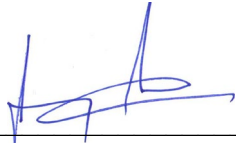
The Campus Development Agreement contains certain provisions addressing:

- Geographic area covered by the development agreement
- Proposed campus development program
- Impacts of the campus development on public facilities and services
- Availability of public facilities and services to support the campus development
- Capacity reservation for development
- Financial arrangements between Miami-Dade County and FIU for providing public facilities and services
- Dispute resolution process
- County monitoring and oversight of the Agreement
- Provisions for amending the Agreement.

The Agreement becomes effective upon execution by both FIU and the County and remains in effect for five years. FIU may renew this Agreement for an additional five years by providing notice to the County, provided that FIU has not made any material changes to its March 2014 Campus Master Plan.

Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners  
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Please note that section 163.3225, Florida Statutes, requires the County to hold two public hearings before approving this Campus Development Agreement.



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Jimmy Morales  
Chief Operations Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 19, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 5(F)

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
- Statement of social equity 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(F)  
10-19-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AFTER PUBLIC HEARINGS, A CAMPUS DEVELOPMENT AGREEMENT BETWEEN FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXECUTE AMENDMENTS FOR EXTENSIONS OF TIME

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

**WHEREAS**, section 163.3225, Florida Statutes, requires the County to hold two public hearings before entering into this Campus Development Agreement with Florida International University; and

**WHEREAS**, the public hearings have been duly noticed and held,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board hereby approves the Campus Development Agreement, in substantially the form attached as Exhibit 1, between Miami-Dade County and the Florida International University Board of Trustees.

**Section 2.** This Board hereby authorizes the County Mayor or County Mayor's designee to execute the Campus Development Agreement, in substantially the form attached, on behalf of Miami-Dade County and authorizes the County Mayor or County Mayor's designee to execute amendments to the Campus Development Agreement for extensions of time.

The foregoing resolution was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 19<sup>th</sup> day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Dennis A. Kerbel

# Exhibit 1

## Prepared by and Return to:

Office of the General Counsel  
Attn: General Counsel  
Florida International University  
11200 SW 8 Street, PC 511  
Miami, Florida 33199

### **CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND MIAMI-DADE COUNTY**

**THIS CAMPUS DEVELOPMENT AGREEMENT** (the “Agreement”) is made effective on the latest signature date below (the “Effective Date”) by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (the “County”) and **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, the governing body of the Florida International University, a State of Florida University, (“FIU BOT”) (the County and FIU BOT shall be collectively referred to as the “Parties” or each as a “Party”).

#### **WITNESSETH:**

**WHEREAS**, the Modesto Maidique Campus (“MMC”) and the Engineering Center (“EC”) of Florida International University are considered to be vital public facilities which provide research and educational benefits of statewide and national importance, and which further provide substantial educational, economic, and cultural benefits to Miami-Dade County (when referred to collectively, MMC and EC shall be known as the “FIU Main Campus”); and

**WHEREAS**, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes; and

**WHEREAS**, the FIU BOT prepared and adopted a campus master plan on March 27, 2014, covering the period of 2010-2020, for the FIU Main Campus in compliance with the requirements set forth in Section 1013.30(3) through Section 1013.30(9), Florida Statutes, based on the 2010-2020 Campus Master Plan Update, Inventory and Analysis Report dated December 18, 2012 (the “March 2014 Campus Master Plan”); and

**WHEREAS**, the March 2014 Campus Master Plan identifies general land uses and addresses the need for provision of concurrency service level-of-service standards contained in the County’s Comprehensive Development Master Plan through 2020; and



**WHEREAS**, upon adoption of the campus master plan, the FIU BOT and the County are required to enter into a campus development agreement; and

**WHEREAS**, the campus development agreement shall determine the impacts of proposed campus development reasonably expected over the term of the Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation; and

**WHEREAS**, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute; and

**WHEREAS**, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies; and

**WHEREAS**, the campus development agreement shall identify FIU BOT's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1.0 RECITATIONS**

The foregoing recitals are true and correct and are incorporated herein by reference.

## **2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT**

- 2.1 The term "Administration Commission" means the Governor and the Cabinet.
- 2.2 The term "affected person" means a host local government; any affected local government; any state, regional or federal agency; or a person who resides, owns property or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.3 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service system, densities or intensities of development, transportation, facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

- 2.4 The term “campus master plan” means a plan that meets the requirements of Sections 1013.30 (3) - (9), Florida Statutes.
- 2.5 The term “comprehensive plan” means a plan that meets the requirements of Sections 163.3177 and 163.3178, Florida Statutes.
- 2.6 The term “concurrency” means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.7 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.8 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.9 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certifications, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.10 The term “force majeure” means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, or compliance with any court order, ruling, or injunction.
- 2.11 The term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreations, roads, and public transportation facilities.
- 2.12 The term “state land planning agency” means the Florida Department of Economic Opportunity.

### **3.0 INTENT AND PURPOSE**

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Sections 1013.30 (10)-(23), Florida Statutes, for the campus development, as described in Exhibit “A.” It is the intent of the Parties to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities, as adopted in the County’s comprehensive plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected from the campus development, as described in Exhibit “A,” over the term of this Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

- 3.3 This Agreement is not intended to alter or limit the land uses, densities, intensities or site development or environmental management standards to be applied to campus development.
- 3.4 This Agreement is not intended to preclude future locations of the proposed Metrorail station at FIU Main Campus.
- 3.5 This Agreement is not intended to preclude, include or otherwise address: future joint use and partnerships with the Miami-Dade County Youth Fair & Exposition or the Miami-Dade County Parks, Recreation and Open Spaces Department with respect to the Youth Fair site or Tamiami Park; or land acquisition for development at the Miami-Dade County Youth Fair & Exposition site.

**4.0 GENERAL CONDITIONS**

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the Parties.
- 4.2 The FIU BOT represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable agreement of the FIU BOT.
- 4.3 The County represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding and enforceable contract of the County, having been previously approved by a resolution adopted by the County, and has been the subject of one or more duly noticed public hearings as required by law, applies to all requirements of law applicable to the County, and does not violate any other agreement to which the County is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the County is subject.
- 4.4 Local, state and regional environmental and water conservation programs and regulations, as may be required by applicable law, shall remain applicable.
- 4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the County for construction projects subject to this Agreement.
- 4.6 In the event that all or a portion of a development reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the FIU BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair the damaged portion of the development, and the Parties hereby agree that the time periods for performance under the terms of this Agreement shall be extended to a time period mutually

agreed to by the Parties to facilitate completion of the development in compliance with this Agreement.

4.7 This Agreement 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 or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.8 Upon execution of this Agreement, all campus development identified in Exhibit “A,” attached hereto and made a part hereof, may proceed without further review by the County as to impacts on level of service established in the County’s Concurrency Management Program, if it is consistent with the terms of this Agreement and the March 2014 Campus Master Plan.

## **5.0 DURATION OF AGREEMENT**

This Agreement shall become effective upon execution by both Parties and shall remain in effect for five years. If no material changes are made to the March 2014 Campus Master Plan, FIU BOT may renew this Agreement for five years by providing notice to the County in accordance with Section 26.0. This Agreement may also be extended by the mutual consent of the Parties in accordance with Section 18.0 of this Agreement.

## **6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT**

This Agreement covers the two areas designated “Area of Proposal,” as identified in Exhibit “B,” attached hereto and incorporated herein by this reference.

## **7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES**

The following public facilities and services are available to support development authorized under the terms of this Agreement:

7.1 The stormwater management system for MMC and EC is a combination of percolation, overland flow, exfiltration systems, and positive drainage systems with outfalls to on-campus lakes. There are no off-campus discharge connections as all stormwater is contained on-campus. The stormwater management system under County jurisdiction provides the regional system conveyance.

7.2 The potable water and fire protection needs located within MMC are provided by a network of water mains consisting of the water supply source, primary distribution system, secondary distribution system, and services. Water mains within MMC are owned by FIU but are maintained by the Miami-Dade Water and Sewer Department (WASD). Large water mains along SW 8<sup>th</sup> Street and SW 117<sup>th</sup> Avenue, and along SW 107<sup>th</sup> Avenue,

supply MMC with water. Water mains located outside MMC are owned and maintained by WASD and distribute water from the Alexander Orr Water Treatment Plant.

- 7.3 The FIU Engineering Center is supplied by water mains along West Flagler Street and NW 107<sup>th</sup> Avenue. These water mains, located outside of the EC, are owned and maintained by WASD and distribute water from the Alexander Orr Water Treatment Plant.
- 7.4 The sanitary sewer system consists of multiple gravity sewer and pump station subsystems owned and operated by FIU. Sewage generated by MMC and EC is pumped into force mains owned and operated by WASD, and treated by WASD's South District Wastewater Treatment Plant and/or the Central District Wastewater Treatment Plan.
- 7.5 FIU disposes solid waste and single-stream recyclable materials through permitted private contractors. Hazardous wastes are collected and stored on campus until they are collected by a private waste disposal company. Biohazardous wastes are routinely collected from the point of generation by a private waste disposal company.
- 7.6 Recreation and open space facilities are provided by FIU BOT. Accordingly, FIU BOT is responsible for the operation and maintenance of all recreation and open space facilities on campus.
- 7.7 The entrance, campus loop road, main road for the western part of the campus, and south perimeter road function as collectors. All other roads on campus function as local streets. Off-campus roads and the Tamiami Trail function as principal arterials, and S.W. 107<sup>th</sup> Avenue and SW 117<sup>th</sup> Avenue function as minor arterials. The Florida Turnpike is classified as a freeway. The Miami-Dade Department of Transportation and Public Works (DTPW) has covered bus shelters located on the MMC and EC, and multiple bus routes run daily.
- 7.8 Existing Transit Services and Facilities: MMC is served by DTPW Routes 8, 11, 24, and 71. Specifically, Routes 8, 11, 24 and 71 serve the existing FIU/DTPW Bus Terminal, which is located just west of SW 107 Avenue at SW 17 Street. FIU's Engineering Center is served by Routes 11, 51 (Flagler MAX), 137 and 212 (Sweetwater Circulator). Both MMC and EC are served by the Sweetwater Trolley.
- 7.9 Future Transit Services and Facilities: The existing FIU/DTPW Bus Terminal located just west of SW 107 Avenue and SW 17 Street serves 4 Metrobus routes and features 2 bus shelters. Approximately 1,700 daily transit trips begin or end at this terminal. In order to accommodate future transit expansion and introduction of express Bus Service to MMC, FIU and DTPW shall work together to relocate the existing bus terminal to the newly constructed Parking Garage 6 (PG-6). DTPW's proposed "Panther Station" is currently in the planning/project development phase and project needs are currently being identified. Exhibit "C," "Panther Station Terminal Access Concept," illustrates the conceptual layout for the "Panther Station." Preliminary needs identified to date include, but are not limited to, dedication of additional right-of-way to accommodate auxiliary/bus only lanes along SW 8 Street. The proposed concept plans and needs will be refined as additional engineering work is completed. It is anticipated that the proposed "Panther Station" will

function as a vibrant Transit Center for MMC serving a variety of local, enhanced, and express bus routes. Exhibit “D,” “Existing & Future DTPW Transit Service to FIU Modesto A. Maidique Campus Area,” illustrates the proposed service plan for “Panther Station.” Exhibits “C” and “D” are subject to change as additional engineering work is completed and the project moves into the final design phase. Should the proposed “Panther Station” Transit Center be deemed not feasible by DTPW and FIU, FIU shall allow DTPW to continue operating transit services at the existing bus terminal located just west of SW 107 Avenue at SW 17 Street in accordance with Amendment One to the Agreement between Miami-Dade County, the Miami-Dade County Fair and Exposition, Inc., and FIU BOT dated October 8, 2001.

**8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE COUNTY**

8.1 The County’s Comprehensive Development Master Plan establishes level of service standards for Stormwater Management and flood protection (CDMP Policy CON 5A). The County shall continue to develop and implement stormwater master plans, comprised of basin plans for each of the sixteen primary hydrologic basins being addressed by the County, and cut and fill criteria as necessary to: provide adequate flood protection; correct system deficiencies in County maintained drainage facilities; coordinate the extension of facilities to meet future demands throughout the unincorporated area; and maintain and improve water quality. Each of the basin’s master plan is to be updated every five years with the next update to be completed by 2017; and implementing actions recommended in each basin plan shall continue to commence immediately after the applicable plan is approved. Outside the Urban Development Boundary, the County shall not provide or approve additional drainage facilities that would impair flood protection to easterly developed areas of the County, exacerbate urban sprawl or reduce water storage.

8.2 The County’s Comprehensive Development Master Plan establishes a level of service standard for potable water facilities (CDMP Policy WS-2A (1)):

- (a) The regional treatment system shall operate with a rated maximum daily capacity no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- (b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Rescue Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use	Minimum Fire Flow
Single family residential estate density	500 gallons per minute

Single family and duplex; Residential on minimum lots of 7,500 square feet	750 gallons per minute
Multi-family residential and Semi-professional offices	1,500 gallons per minute
Hospitals and schools	2,000 gallons per minute
Business and industry	3,000 gallons per minute

- (c) Water quality shall meet or exceed all Federal, State, and County primary standards for potable water.
  - (d) County-wide storage capacity for finished water shall equal no less than 15 percent of the County-wide average daily demand.
- 8.3 The County’s Comprehensive Development Master Plan establishes a level of service standard for sanitary sewer facilities (CDMP Policy WS-2A (2)), which does not include sanitary sewer pump stations:
- (a) Regional wastewater treatment plants shall operate with a physical capacity of no less than the annual average daily sewage flow.
  - (b) Effluent discharged from wastewater treatment plants shall meet all Federal, State and County standards.
  - (c) The system shall maintain the capacity to collect and dispose of 102 percent of average daily sewage demands for the preceding 5 years.
- 8.4 The County’s Comprehensive Development Master Plan establishes a level of service standard for solid waste which includes County-owned solid waste disposal facilities and those operated under contract with the County for disposal, shall collectively maintain a solid waste disposal capacity sufficient to accommodate waste flows committed to the System through long-term interlocal agreements or contracts with municipalities and private waste haulers, and anticipated non-committed waste flows, for a minimum of five (5) years (CDMP Policy SW-2A).
- 8.5 The County’s Comprehensive Development Master Plan establishes a level of services standard for local recreation open space of a minimum of 2.75 acres of local recreation open space per 1,000 permanent residents in unincorporated areas of the County, and a County-provided, or an annexed or incorporated, local recreation open space of 5 acres or larger must exist within a 3 mile distance from the residential development (CDMP Policy ROS-2A).
- 8.6 The County’s Comprehensive Development Master Plan establishes the following level of service standards for State and County roads (CDMP Policy TC-1B):

The minimum acceptable peak period operating level of service for all State and County roads in County outside the Urban Development Boundary (UDB) identified in the Land Use Element shall be Level of Service C. The minimum acceptable peak-period Level of Service for all State and County roads inside the UDB shall be the following:

Within the Urban Infill Area (UIA)

- (a) Where no public mass transit service exists, roadways shall operate at or above Level of Service E.
- (b) Where mass transit service having headways of 20 minutes or less is provided within ½-mile distance, roadways shall operate at no greater than 120 percent of their capacity.
- (c) Where extraordinary transit service such as rapid transit (e.g., commuter rail, Metrorail and People Mover), or premium bus service (e.g., bus rapid transit, express bus and enhanced bus systems) exists on parallel roadways within ½ mile shall operate at no greater than 150 percent of their capacity.

Between the UIA and the UDB

- (a) Roadways shall operate at no worse than Level of Service D (90 percent of their capacity) except that State urban minor arterial (SUMAs) may operate at Level of Service E (100 percent of their capacity);
- (b) Where public mass transit service exists having headways of 20 minutes or less within ½-mile distance, roadways shall operate at or above Level of Service E;
- (c) Where extraordinary transit service such as rapid transit (e.g., commuter rail Metrorail and People Mover), or premium bus service (e.g., bus rapid transit, express bus and enhanced bus systems) exists on parallel roadways within ½ mile shall operate at no greater than 120 percent or roadway capacity.

Notwithstanding the foregoing, the following standards established by the Department of Transportation (FDOT), are adopted by the County as its minimum LOS standards for Florida Strategic Intermodal System (SIS) highway corridors in Miami-Dade County:

(a) Outside the UDB

- 1. Limited access State highways shall operate at Level of Service C or better;
- 2. Controlled access State highways shall operate at Level of Service C or better; and
- 3. Constrained or backlogged limited and controlled access state highways operating below Level of Service C, must be managed to not cause significant degradation.

(b) Inside the UDB

- 1. Limited access State highways shall operate at Level of Service D or better, except where exclusive through lanes exist, roadways may operate at Level of Service E.
- 2. Controlled access State highways shall operate at Level of Service D or better, except where such roadways are parallel to exclusive transit facilities or are located inside designated transportation concurrency management areas (TCMS's) roadways may operate Level of Service E.



3. Constrained or backlogged limited and controlled access State highways operating below the foregoing minimums must be managed to not cause significant deterioration.

8.7 The County's Comprehensive Development Master Plan establishes the following level of service standards for public mass transit (CDMP Policy MT-1A):

- (a) All areas within the designated Urban Development Boundary of the Land Use Plan which have a combined resident and work force population of more than 10,000 persons per square mile shall be provided with public transit service having 30-minute headways and an average route spacing of one mile provided that:
  1. The average combined population and employment density along the corridor between the existing transit network and the area of expansion exceeds 4,000 per square mile, and the corridor is 0.5 miles on either side of any necessary new routes or route extensions to the area of expansion;
  2. It is estimated that there is sufficient demand to warrant the service;
  3. The service is economically feasible; and
  4. The expansion of transit service into new areas is not provided at the detriment of existing or planned services in higher density areas with greater need.

## **9.0 FINANCIAL ARRANGEMENTS BETWEEN FIU BOT AND SERVICE PROVIDERS**

FIU BOT has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FIU Main Campus:

- 9.1 FIU BOT pays a monthly charge to WASD, in accordance with the current retail rates, for the provision of potable water facilities or service to FIU Main Campus. This charge, as may be adjusted from time to time, is payable to the County.
- 9.2 FIU BOT pays a monthly charge to WASD, in accordance with the current retail rates, for the provision of sanitary sewer facilities or services to FIU Main Campus. This charge, as may be adjusted from time to time, is payable to the County.
- 9.3 FIU BOT has contracted with Waste Management of Florida, Inc. for trash collection and removal services to the FIU Main Campus.
- 9.4 There are no existing financial arrangements between the FIU BOT and the County or any other entity for the provision of parks and recreation facilities or service to FIU Main Campus.

9.5 FIU BOT has contracted with Academy Bus for the provision of shuttle bus services for faculty, students and staff between the FIU Main Campus and the FIU Biscayne Bay campus.

## **10.0 IMPACTS OF CAMPUS DEVELOPMENT ON OFF-CAMPUS PUBLIC FACILITIES AND SERVICES**

10.1 FIU BOT and the County concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, dated December 18, 2012, with regard to the impacts of development proposed in the March 2014 Campus Master Plan on public stormwater management facilities. The FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, dated December 18, 2012, was prepared by Perkins + Will in support of the adopted March 2014 Campus Master Plan. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions for off-campus public stormwater management facilities below the adopted level of service standards adopted by the County.

10.2 FIU BOT and the County concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, dated December 18, 2012, with regard to the impacts of development proposed in the March 2014 Campus Master Plan on public potable water treatment plant facilities. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions for public potable water treatment plant facilities below the adopted level of service standards adopted by the County. This is subject to the County's ability to maintain its current agreement and long-term water use permit for water supply with the South Florida Water Management District.

10.3 FIU BOT and the County concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, dated December 18, 2012, with regard to the impacts of development proposed in the March 2014 Campus Master Plan on sanitary sewer treatment plant facilities. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions for off-campus public sanitary sewer treatment plant facilities below the adopted level of service standards adopted by the County.

10.4 FIU BOT and the County concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, dated December 18, 2012, with regard to the impacts of development proposed in the March 2014 Campus Master Plan on solid waste collection and disposal facilities. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions for off-campus public solid waste facilities below the adopted level of service standards adopted by the County.

- 10.5 FIU BOT and the County concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, dated December 18, 2012, with regard to the impacts of development proposed in the March 2014 Campus Master Plan on public parks and recreation facilities. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the adopted level of service standards adopted by the County.
- 10.6 FIU BOT has provided the County with the data, analysis, and conclusions contained in the December 2012 document, entitled FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, dated December 18, 2012, with regard to the impacts of development proposed in the March 2014 Campus Master Plan on transportation facilities. The Traffic Impact Assessment was prepared by Perkins + Will in support of the adopted March 2014 Campus Master Plan. Table 11.33 of the aforementioned document summarizes the projected impacts of the development proposed in the March 2014 Campus Master Plan on surrounding roadways as follows<sup>1</sup>:
- (a) SW 127 Avenue, from SW 8 Street to NW 6 Street (Station #9770) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 112 peak hour trips on this roadway segment. These additional trips represent approximately 1.1% of roadway service volume, and are not projected to degrade the operating level of service on this segment. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
  - (b) SW 127 Avenue, from SW 8 Street to SW 26 Street (Station #9772) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 31 peak hour trips on this roadway segment. These additional trips represent approximately 0.3% of roadway service volume, and are not projected to degrade the operating level of service on this segment. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
  - (c) SW 122 Avenue, from SW 8 Street to SW 26 Street (Station #49766) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 143 peak hour trips on this roadway segment. These additional trips represent approximately 1.4% of roadway service volume, and are not projected to degrade the operating level of service on this segment. FIU BOT and the County agree that

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<sup>1</sup> The traffic impact assessment utilized data that was current at the time of the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, dated December 18, 2012.

the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions of this roadway segment below the level of service standards adopted by the County.

- (d) HEFT, from 300 feet North of SW 8 Street (Station #2250) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 122 peak hour trips on this roadway segment. These additional trips represent approximately 1.2% of roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standard adopted by the County.
- (e) HEFT, from 1,000 feet North of Bird Road (Station #2270) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 275 peak hour trips on this roadway segment. These additional trips represent approximately 2.7% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (f) NW 107 Avenue, from Flagler Street to SR 836 (Station #1218) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 1,275 peak hour trips on this roadway segment. These additional trips represent approximately 12.5% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (g) SW 107 Avenue, from Flagler Street to SW 8 Street (Station #2580) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 2,662 peak hour trips on this roadway segment. These additional trips represent approximately 26.1% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (h) SW 107 Avenue, from SW 8 Street to SW 24 Street (Station #1090) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 704 peak hour trips on this roadway segment. These additional trips represent approximately 6.9% of the roadway service volume. FIU BOT and the County agree that development proposed in the adopted March 2014 Campus Master Plan

should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.

- (i) SW 97 Avenue, from SW 8 Street to SW 40 Street (Station #9698) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 214 peak hour trips on this roadway segment. These additional trips represent approximately 2.1% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (j) SW 26 Street/Coral Way, from SW 117 Avenue to 127 Avenue (Station #9130) – two-way analysis indicated that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 826 peak hour trips on this roadway segment. These additional trips represent approximately 8.1% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (k) SW 24 Street/Coral Way, from SW 107 Avenue to 117 Avenue (Station #9128) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 51 peak hour trips on this roadway segment. These additional trips represent approximately 0.5% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level service standards adopted by the County.
- (l) SW 24 Street/Coral Way, from SW 97 Avenue to 107 Avenue (Station #9126) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 357 peak hour trips on this roadway segment. These additional trips represent approximately 3.5% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (m) SW 8 Street, from SW 127 Avenue to SW 137 Avenue (Station #88) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 275 peak hour trips on this roadway segment. These additional trips represent approximately 2.7% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master

Plan should not degrade the operating conditions on this roadway segment below the level of service standard by the County.

- (n) SW 8 Street, from SW 117 Avenue to SW 127 Avenue (Station #2561) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 449 peak hour trips on this roadway segment. These additional trips represent approximately 4.4% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (o) SW 8 Street, from SW 107 Avenue to SW 117 Avenue (Station #90) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 418 peak hour trips on this roadway segment. These additional trips represent approximately 4.1% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (p) West Flagler Street, from NW 107 Avenue to 114 Avenue (Station #9158) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 255 peak hour trips on this roadway segment. These additional trips represent approximately 2.5% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.
- (q) West Flagler Street, from NW 97 Avenue to 107 Avenue (Station #9156) – two-way analysis indicates that the development identified in the March 2014 Campus Master Plan adopted on March 27, 2014, is projected to generate an additional 540 peak hour trips on this roadway segment. These additional trips represent approximately 5.3% of the roadway service volume. FIU BOT and the County agree that the development proposed in the adopted March 2014 Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the County.

## **11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVEL OF SERVICE**

In order to meet concurrency, the construction of the following off-campus improvements shall be required:

- 11.1 FIU BOT and the County agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted March 2014 Campus Master Plan to meet the future needs of FIU for the duration of this Agreement.
- 11.2 FIU BOT and the County agree that there is sufficient potable water treatment plant capacity to accommodate the impacts of development proposed in the adopted March 2014 Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the County further agree that no off-campus potable water treatment plant improvements need to be provided.
- 11.3 FIU BOT and the County agree that there is sufficient sanitary sewer treatment plant facility capacity to accommodate the impacts of the development proposed in the adopted March 2014 Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the County further agree that no sanitary sewer treatment plant improvements need to be provided.
- 11.4 FIU BOT and the County agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted March 2014 Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU Board of Trustees and County further agree that no solid waste improvements need to be provided,
- 11.5 FIU BOT and the County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted March 2014 Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the County further agree that no open space and recreation improvements need to be provided.
- 11.6 FIU BOT and the County agree that the impacts of development proposed in the adopted March 2014 Campus Master Plan are exempt from concurrency requirements for transportation facilities as stipulated in Section 33G-5 of the Code of Miami-Dade County.
- 11.7 FIU BOT and the County agree that there is sufficient transit service available to accommodate the impacts of development proposed in the adopted March 2014 Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the County further agree that no additional mass transit service improvements need to be provided

**12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES**

To support the development identified in Exhibit “A,” the following financial assurances are provided by FIU BOT to comply with the costs of improvements to public facilities and concurrency services necessary to address the concurrency management program, as set forth in the CDMP Capital Improvements Element and Chapter 33G of the County Code and assure that public facilities are available concurrent with the impacts of the development.

- 12.1 FIU BOT and the County agree that no off-campus potable water plant improvements need be assured by FIU BOT.
- 12.2 FIU BOT and the County agree that no off-site sanitary sewer plant improvements need be assured by FIU BOT.
- 12.3 FIU BOT and the County agree that no off-site solid waste improvements need be assured by FIU BOT.
- 12.4 FIU BOT and the County agree that no off-site parks and recreation improvement need be assured by FIU BOT.
- 12.5 FIU BOT and the County agree that no off-site transportation improvements need be assured by FIU BOT.

**13.0 CAPACITY RESERVATION FOR DEVELOPMENT**

- 13.1 This Agreement constitutes a reservation of capacity under the County’s concurrency management program for the development identified in Exhibit “A” attached hereto.
- 13.2 The uses, densities and intensities for development reserving capacity shall be those established in the Future Land Use Element of the March 2014 Campus Master Plan, adopted on March 27, 2014.
- 13.3. The County shall reserve present and planned capacity of the water treatment plant and sewer treatment plant, as identified in Section 8.0 of this Agreement, necessary to support the development identified in Exhibit “A” for the duration of this Agreement. Chapter 33-G of the Miami-Dade County Code governs the Miami-Dade County Service Concurrency Management Program. Because the FIU Main Campus is located within the Urban Development Boundary and incorporates a Metrobus terminal as mapped in the Comprehensive Master Plan Mass Transit Element, concurrency requirements for transportation facilities as stipulated in Section 33G-5 of the Code do not apply.
- 13.4 The County acknowledges that subsequent non-FIU BOT public and/or private development projects may reserve capacity of public facilities in the same geographic area identified in Exhibit “B.” The County also acknowledges that this shall in no way: (1) necessitate the construction of additional capital facility improvements by the FIU BOT to meet concurrency requirements which are directly attributable to subsequent non-FIU BOT public and/or private development projects; or (2) prevent development identified in the adopted March 2014 Campus Master Plan from going forward in accordance with its timetable of development.

**14.0 OTHER PUBLIC INFRASTRUCTURE, FACILITY OR SERVICE REQUIREMENTS**



- 14.1 To reserve water supply, FIU BOT shall be required to enter into an Agreement for Water Facilities with the County's Water and Sewer Department in a form previously negotiated between the County and FIU BOT.
- 14.2 Prior to development within the Geographic Area identified in Section 6.0 above, FIU BOT shall obtain sanitary sewer pump station capacity from the County, subject to USEPA/FDEP Consent Decree (Case: No. 1:12-cv-24400-FAM, effective December 6, 2013).
- 14.3 FIU BOT acknowledges and agrees that public or private development projects are reviewed for sanitary sewer pump station capacity by the County in accordance with the USEPA/FDEP Consent Decree Case No. 1:12-cv-24400-FAM, effective December 6, 2013. FIU BOT acknowledges that lack of adequate public sanitary sewer pump station capacity may limit the ability of the development within the Geographic Area identified in Section 6.0 above connecting to the public sanitary sewer system.
- 14.4 FIU BOT shall be solely responsible for any necessary improvements to private on-site sanitary sewer pump stations.
- 14.5 FIU BOT agrees that new off-campus public sanitary sewer pump stations that may be necessary, and any needed improvements to existing off-campus pump stations, shall be determined by the County; and the need to extend such off-campus improvements will be determined by the County in its discretion.

## **15.0 APPLICABLE LAWS**

- 15.1 This Agreement shall be construed and enforced according to the laws of the State of Florida. The State government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.
- 15.2 If state or federal laws are enacted after execution of this Agreement, which preclude either Party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked, as is necessary, to comply with the relevant state or federal laws.

## **16.0 SEVERABILITY**

If any part of this Agreement is contrary to, prohibited by, or deemed invalid or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provisions, paragraph, sentence, word or phrase shall be inapplicable and deemed modified in order to conform with Florida law. If not modifiable to conform with such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

## **17.0 VENUE**

Venue shall be either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

## **18.0 AMENDMENT**

- 18.1 This Agreement may be amended by mutual consent of the Parties. An amendment to the March 2014 Campus Master Plan, which is the subject of this Agreement, may not be implemented without an amendment to this Agreement if, alone or in conjunction with other amendments, the proposed Campus Master Plan amendment: increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the State of Florida, the County, or any affected local government. FIU BOT shall provide all data, technical analysis, studies and reports requested by the applicable County departments to justify and clarify the impacts of such increases to any portion of the public facilities. Amendments to the March 2014 Campus Master Plan that are below the above thresholds may be approved by FIU BOT without amending this Agreement, subject to review and confirmation by the applicable County departments that the proposed amendments to the Campus Master Plan are below the above thresholds. Failure to submit amendments below the above thresholds to the applicable County departments shall not constitute a breach of this Agreement, but FIU BOT acknowledges and agrees that amendments made without County review and confirmation may not receive reservations of capacity under the County's concurrency management program.
- 18.2 This Agreement may be amended if either party delays by more than 12 months the construction of a capital improvement identified in this Agreement.
- 18.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 26.0 of this Agreement.
- 18.4 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the Parties hereto.
- 18.5 In the event of a dispute arising from the implementation of this Agreement, both Parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 21.0 of this Agreement.

## **19.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS**

The County finds that this Agreement and the proposed development and capacity reservations provided for herein are consistent with the County's adopted comprehensive plan.

## **20.0 ENFORCEMENT**

Any Party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the County is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of this Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or adversely affected person other than a Party to the Agreement to enforce any rights or obligations arising from this Agreement.

## **21.0 DISPUTE RESOLUTION**

- 21.1 In the event of a dispute arising from the implementation of this Agreement, each Party shall select one mediator and notify the other Party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 21.2 Each Party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 21.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 21.4 If either FIU BOT or the County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(8)(b), Florida Statutes, has 60 days to hold informal hearings, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30(8)(c), Florida Statutes, prescribe by order the contents of this Agreement.

## **22.0 MONITORING AND OVERSIGHT**

- 22.1 The County may inspect related activity on the FIU Main Campus to verify that the terms of this Agreement are satisfied. Not less than once every 12 months, the County may review any activity on the FIU Main Campus to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
- 22.2 If either Party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred

in accordance with the notification requirements set forth in Section 26.0 of this Agreement.

- 22.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 21.0 above.

### **23.0 WAIVER**

No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

### **24.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, assigns and personal representatives.

### **25.0 RECORDING OF THIS AGREEMENT**

This Agreement shall be recorded by the FIU BOT in the public records of Miami-Dade County, Florida. A copy of the recorded Agreement shall be forwarded to the state land planning agency by the FIU BOT upon receipt of same.

### **26.0 NOTICES**

- 26.1 All notices, demands, and requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;

By registered or certified mail;

By deposit with an overnight express delivery service.

- 26.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three (3) business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service.

For the purpose of notice, the address of the County shall be:

Honorable Daniella Levine Cava, Mayor  
Miami-Dade County  
111 NW First Street  
29<sup>th</sup> Floor  
Miami, Florida 33128

With a copy to:

Miami-Dade County, Department of Regulatory and Economic Resources  
Attn. Lourdes Gomez, AICP, Director  
111 NW First Street  
11<sup>th</sup> Floor  
Miami, Florida 33128

The address of FIU BOT:

Chief of Staff  
Florida International University  
Modesto Maidique Campus, PC 548  
Miami, Florida 33199

With a copy to:

Mr. John Cal  
Associate Vice President  
Facilities Management  
Florida International University  
Modesto Maidique Campus, CSC 220  
Miami, Florida 33199

## **27.0 EXHIBITS**

The Exhibits to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

Exhibit "A" – Development Authorized by the Agreement and for which Capacity is Reserved

Exhibit "B" – Geographic Area Covered by the Agreement

Exhibit "C" – Panther Station

Exhibit "D" – Existing and Future DTPW Transit Service to FIU Modesto A. Maidique Campus Area

***[SIGNATURE & NOTARY PAGES FOLLOW]***

**[FLORIDA INTERNATIONAL UNIVERSITY'S SIGNATURE PAGE TO CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND MIAMI-DADE COUNTY]**

The parties have hereto executed this Campus Development Agreement on the dates set forth with their signatures.

**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF FLORIDA**                    )  
  ) **SS**  
**COUNTY OF MIAMI - DADE**        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES. He/She personally appeared before me, is personally known to me or has produced [\_\_\_\_\_] as identification.

Notary Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Notary Seal)

**[MIAMI-DADE COUNTY’S SIGNATURE PAGE TO CAMPUS DEVELOPMENT  
AGREEMENT BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD  
OF TRUSTEES AND MIAMI-DADE COUNTY]**

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF FLORIDA** )  
  ) **SS**  
**COUNTY OF MIAMI - DADE** )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of the MIAMI-DADE COUNTY. He/She personally appeared before me, is personally known to me or has produced [\_\_\_\_\_] as identification.

Notary Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Notary Seal)

## EXHIBIT “A”

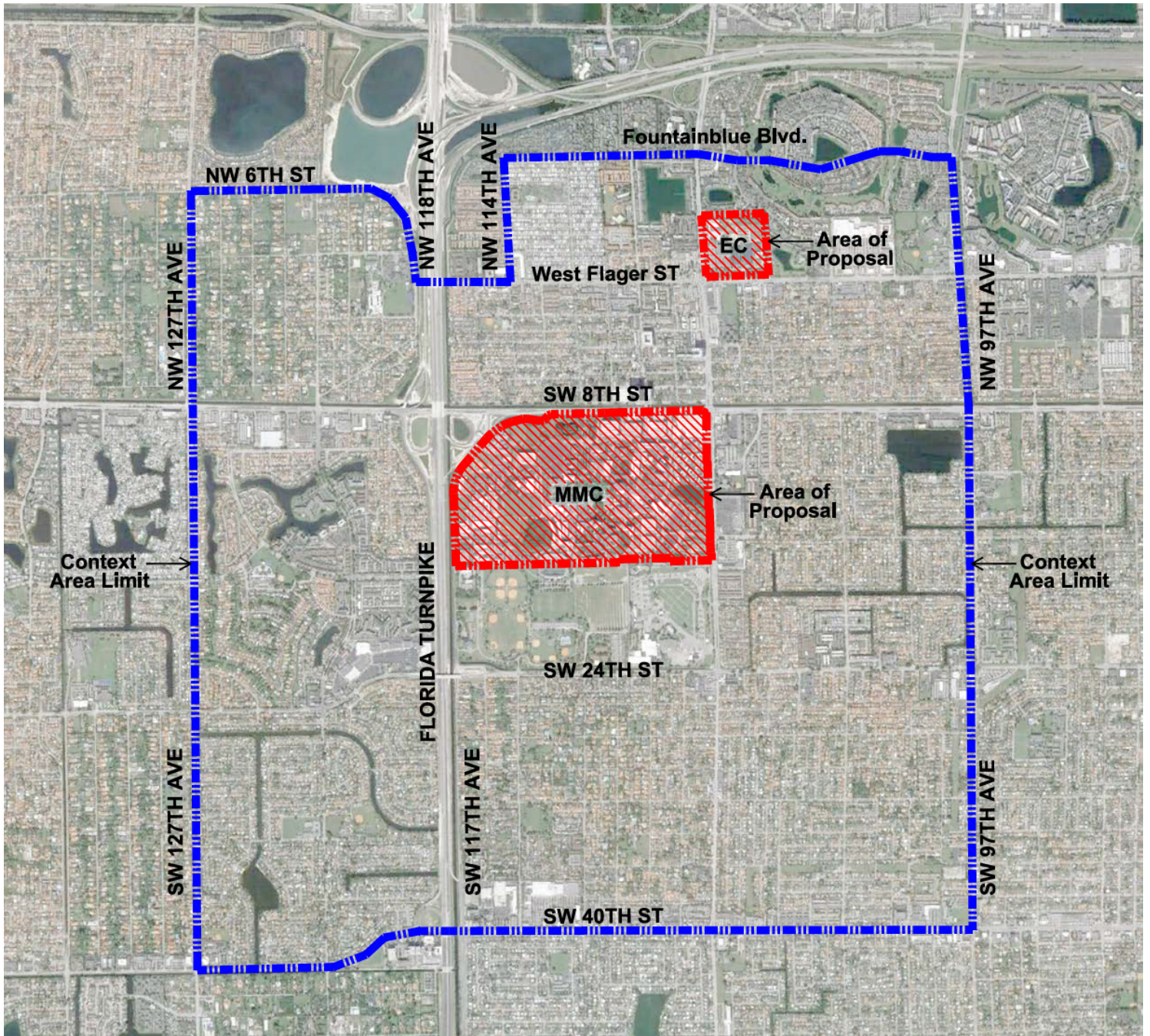
### Development Authorized by the Agreement and for which Capacity is Reserved

Modesto A. Maidique Campus (Includes the Engineering Center)						
Program Element Description	Use	Sub-Total Area GSF	Total Area GSF	Cost	Projected Year of Completion	Status / Phase
Facilities Infrastructure / Capital Renewal			N/A	\$28,000,000	2010-2020	
A16. Stocker AstroScience Center	Academic		10,233	\$3,637,144	2013	Completed
A17. Science Classroom Complex (AHC4)	Academic		136,076	\$57,195,269	2013	Completed
F2. Central Utilities (Satellite Chiller Plant)	Support		13,200	\$16,925,000	2013	Completed
H5. Parkview Housing I	Housing (620 Beds)		252,042	\$54,369,815	2013	Completed
A14. MANGO	Academic		107,912	\$36,556,836	2014	Completed
A18. Academic Health Center 5 (Stempel/IHC)	Academic		121,465	\$45,305,345	2014	Completed
P5. Ambulatory Care Center	Partnership		42,286	\$9,262,324	2014	Completed
A15. Solar House	Academic		3,000	TBD	2015	Completed
PG6. Parking Garage 6 / Transit Hub	Parking (+/-2,000 Stalls)		779,815	\$44,782,211	2014	Completed
S5. Student Academic Support Center	Support		94,476	\$33,153,665	2016	Completed
A3. Library / Study Addition	Academic Support	88,608 34,592	123,200	\$69,000,000	2025+	Pre-Programming
H1. Parkview Housing II	Housing (693 Beds) Support	269,692 24,000	293,692	\$73,900,000	2021	Pre-Construction
P8. Sweetwater Pedestrian Bridge	Partnership		TBD	TBD	TBD	Pre-Programming
S4. Alumni Center	Support		13,737	TBD	2019	Programming
S6. Graham Center Addition	Support		69,400	TBD	2022+	Programming
A1. Engineering Building Phase 1 & 2 (at MMC)	Academic		258,648	\$150,000,000	2022+	Programming
A2. Research Field	Academic		-	TBD	2016	Completed
A12. Social Studies / Humanities (Science and Humanities)	Academic Support	95,972 15,667	111,915	TBD	2020+	Pre-Programming
A13. SIPA II	Academic		54,756	\$30,000,000	2021	Pre-Construction
A19. Honors College (Renov. Of Existing DM Bldg.)	Academic Support		-	\$4,560,000	2021+	Pre-Programming
A20. Academic Health Center Library Addition	Academic		62,538	\$35,000,000	2023+	Programming
H4. Honors College Housing	Housing (450 Beds) Support	113,750 23,625	137,375	TBD	2023+	Pre-Programming
R1. Track and Field	Recreation		25,225	TBD	2019+	Pre-Programming
R2. Recreation Center Addition	Recreation		61,738	\$25,864,422	2017	Completed
R3. Training Facility Addition	Recreation		35,200	TBD	2020+	Pre-Programming
S7. Frost Museum Addition	Support		20,252	TBD	2023+	Pre-Programming
PG7. Facility Support	Parking (690 Stalls)		307,685	TBD	2023+	Pre-Programming
S3. Trish and Dan Bell Chapel	Support		12,659	\$8,961,000	2021	Programming
A1. Academic 1	Academic Support	139,142 23,200	162,342	TBD	2023+	Pre-Programming
A2. Academic 2	Academic Support	125,656 36,686	162,342	TBD	2023+	Pre-Programming
A4. Academic 4	Academic Support	111,096 18,500	129,596	TBD	2023+	Pre-Programming
A5. Academic 5	Academic Support	80,237 13,400	93,637	TBD	2023+	Pre-Programming
A6. Academic 6	Academic Support	79,200 13,450	92,650	TBD	2023+	Pre-Programming
A7. Academic 7	Academic Support	110,400 18,400	128,800	TBD	2023+	Pre-Programming
A8. Academic 8	Academic Support	81,600 13,650	95,250	TBD	2023+	Pre-Programming
A9. Academic 9	Academic Support	91,200 15,200	106,400	TBD	2023+	Pre-Programming
A10. Academic 10	Academic Support	81,600 13,650	95,250	TBD	2023+	Pre-Programming
A11. Academic 11 (College of Business Expansion)	Academic		89,312	TBD	2023+	Pre-Programming
F1. Facilities 1	Support		47,640	TBD	2023+	Pre-Programming
H2. Greek Housing	Housing (330 Beds) Support	107,352 17,892	125,244	TBD	2023+	Pre-Programming
H3. Main Street Housing	Housing (420 Beds) Support	157,500 22,200	179,700	TBD	2023+	Pre-Programming
P1. Hotel (and Conference Center)	Partnership		153,721	TBD	2021+	Programming
P2. Medical Arts Pavilion 4	Partnership		15,683	TBD	2023+	Pre-Programming
P3. Medical Arts Pavilion 2	Partnership		105,000	TBD	2023+	Pre-Programming
P4. Medical Arts Pavilion 3	Partnership		96,600	TBD	2023+	Pre-Programming
P5. Medical Arts Pavilion 1	Partnership		14,100	TBD	2023+	Pre-Programming
P7. Partnership	Partnership		141,216	TBD	2023+	Pre-Programming
PG8. Facility Support	Parking (535 Stalls) Support	237,845 47,750	285,415	TBD	2023+	Pre-Programming
R1. Recreation Fields - EC	Recreation		N/A	TBD	2023+	Pre-Programming
S1. First Floor Infill / Renovation - EC	Support		41,600	TBD	2023+	Pre-Programming
S1. Support 1	Support		78,091	TBD	2023+	Pre-Programming
S2. Support 2	Support		15,416	TBD	2023+	Pre-Programming
<b>Grand Total GSF Existing and Proposed</b>			<b>5,603,530</b>			
<b>GSF Area Already Completed As-Of Dec. 2019</b>			<b>1,622,243</b>			
<b>Total Uncompleted 2010-2020</b>			<b>3,981,287</b>			



EXHIBIT "B"

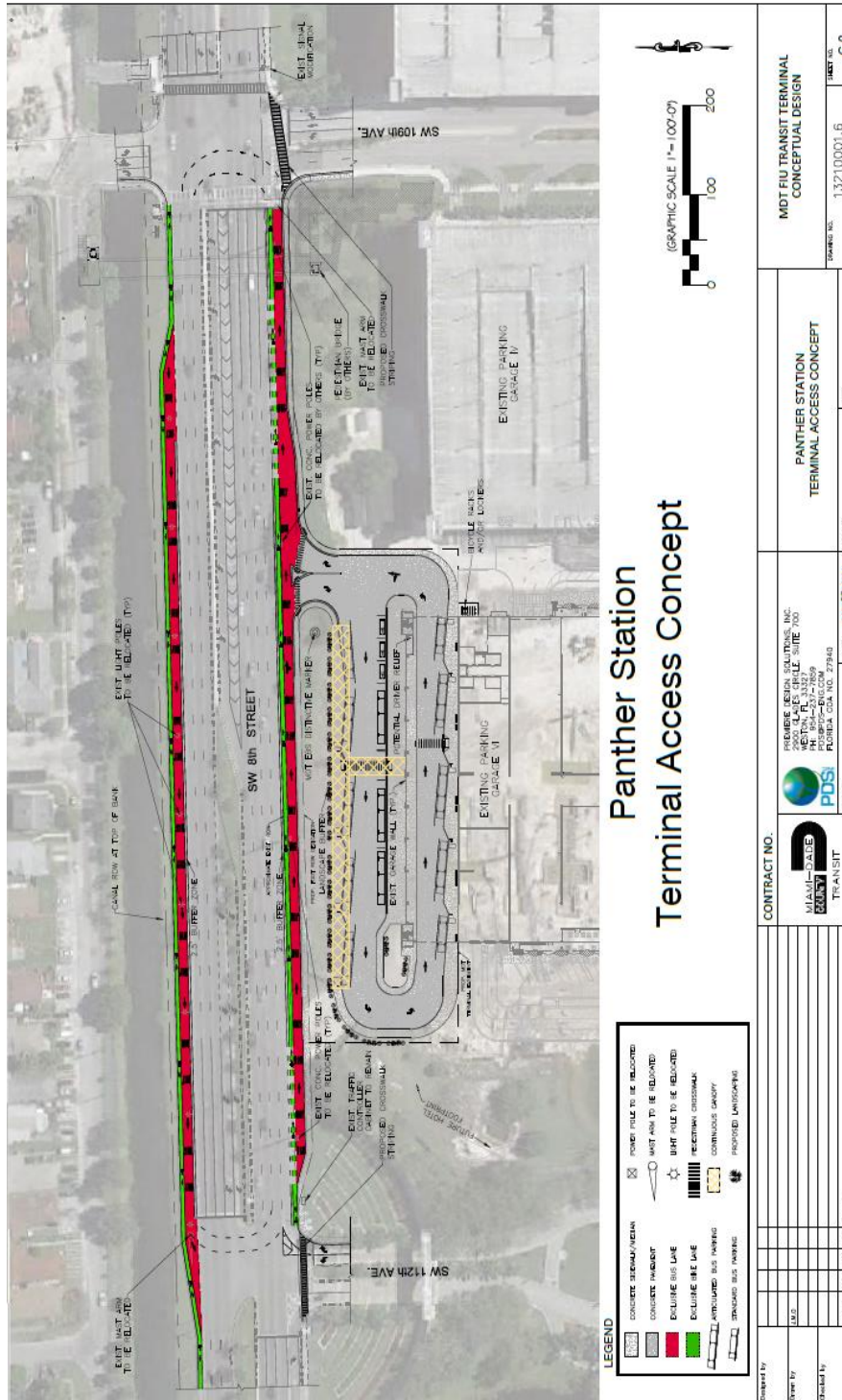
Geographic Area Covered by the Agreement



MODESTO A. MAIDIQUE CAMPUS / ENGINEERING CENTER

# EXHIBIT "C"

## Panther Station



# EXHIBIT "D"

## Existing and Future DTPW Transit Service to FIU Modesto A. Maidique Campus Area

