MEMORANDUM

Agenda Item No. 5(CC)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	November 17, 2026
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

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Chairman Anthony Rodriguez and Co-Sponsor Commissioner Roberto J. Gonzalez.

for
Geri Bonzon-Keenan
County Attorney

GBK/wm

Memorandum

Date: November 17, 2026

To: Honorable Chairman Anthony Rodriguez
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, for FIU's Modesto A. Maidique and Engineering Center campuses, which is attached as Exhibit 1 to the implementing resolution.

This Agreement is intended to implement concurrency requirements pertaining to university campus development pursuant to Section 1013.30, Florida Statutes, as described in Exhibit A of the Agreement.

Scope

The 347-acre FIU Modesto A. Maidique Campus is located on the southwest corner of SW 8 Street and SW 107 Avenue, within Commission District 11 and represented by Commissioner Gonzalez, while the 36-acre FIU Engineering Center Campus is located on the northeast corner of Flagler Street and NW 107 Avenue, within Commission District 10, represented by Commissioner Rodriguez. The entire community benefits from these two campuses; therefore, this item has countywide impact.

Delegation of Authority

The proposed resolution authorizes the County Mayor or 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 agenda item is not expected to have a fiscal impact on Miami-Dade County. FIU will pay certain fees to the County as per Section 9.0, "Financial Arrangements Between the FIU Board of Trustees and Service Providers", of the Campus Development Agreement.

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 Board of Trustees adopted the 2015-2035 Campus Master Plan Update on November 21, 2024, which 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 Campus Development Agreement between FIU and the County is intended to implement the requirements of concurrency as they relate to proposed campus development, based on FIU's adopted Campus Master Plan for its Engineering Center and Modesto A. Maidique Campuses. This is to 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 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. It is 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 consists of expansions and renovation of existing facilities and new development to be authorized by the Agreement and for which capacity is to be reserved. The majority of the proposed development 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 areas covered by the Agreement, which is limited to the Modesto A. Maidique Campus and the Engineering Center.
- Proposed development programs, for both the Engineering Center and Modesto A. Maidique Campus
- Impacts of the 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 will remain in effect for ten (10) years. FIU may extend this Agreement twice for five years each renewal by providing notice to the County. The Agreement also includes provisions related to future modifications to FIU's adopted 2015-2035 Campus Master Plan Update.

History

The original Agreement was approved through Resolution R-1171-96 by the Board on October 8, 1996, and there have been several subsequent campus development agreements since that time. The process to approve the latest update began in 2020 and the item was initially scheduled to be heard by the Board on October 5, 2021, but was deferred to October 19, 2021 (Legistar Item #212012). At the October 5, 2021 meeting questions arose concerning the development of the Panther bus station within Parking Garage 6 on the Modesto Maidique campus. The Board's deferral to October 19, 2021, was to allow the Director of the Miami-Dade County Department of Transportation and Public Works (DTPW) additional time to meet with representatives of FIU to discuss the design and other issues concerning connectivity and the relocation of the existing Bus Terminal located west of SW 107 Avenue and SW 17 Street. On October 19, 2021, the Board deferred the item to no date certain to allow for questions raised about the item to be fully addressed.

Since the October 2021 deferral, FIU embarked on major revisions to its Campus Master Plan (2015-2035), including the Goals, Objectives and Policies, which was approved by the FIU Board of Trustees in November 2024. For informational purposes, Section 1013.30(3) of the Florida Statutes requires a Campus Master Plan update every 10 years.

As noted above, the bus station serving the FIU Main Campus and the surrounding communities was proposed to be relocated from the existing bus station at SW 107 Avenue and SW 17 Street to Parking Garage 6 on the Modesto A. Maidique Campus, as outlined in the 2021 campus development agreement that was ultimately deferred by the Board. Although Parking Garage 6 was developed to accommodate the new Panther Bus Station, DTPW had not secured funding to relocate the bus station from its current location. The Panther Bus Station project is currently in the Planning Phase which is expected to be completed in Fiscal Year 2027-2028. A new location will be determined through this endeavor.

Currently, the Modesto A. Maidique Campus encompasses approximately 9,167,527 gross square feet in the existing structures while the Engineering Center totals approximately 544,589 gross square feet of existing structures. Six buildings are currently under construction on the Modesto A. Maidique campus and total 821,795 gross square feet.

This November 2024 Campus Master Plan Update spans the 2015-2035 planning period and includes multiple programmatic elements for the expansion of both the Modesto A. Maidique and Engineering Campuses. Proposed development, if built, will total 2,229,291 and 484,739 square feet at the Modesto A. Maidique and Engineering Campuses, respectively, and includes both academic and housing components with ancillary uses to serve the campuses. The development consists of housing (1,174 beds completed by 2028), additional future housing, student life/general use, academic research, additional parking, athletics, and recreation. The 2015-2035 Campus Master Plan Update builds on the last Campus Master Plan and continues the University's capital planning initiatives.

Exhibit A of the Agreement reflects the current 10-year (2025-2035) capital improvements program, as FIU continues its campus development.

Please note that Section 163.3225, Florida Statutes, requires the County to hold two public hearings before approving this Campus Development Agreement.

Roy Coley
Deputy Mayor

Memorandum

Date:

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Lourdes M. Gomez, Director
Department of Regulatory and Economic Resources

Subject: Request to Process Late Departmental Agenda Item

I am respectfully requesting that the resolution listed below be placed on the November Committee cycle for public hearing as it is in the County and FIU's interest to adopt the item as soon as possible.

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

Although this item did not meet the established agenda deadline and has been submitted to the Agenda Coordination Office after the noticed deadline, it is critical that the Campus Development Agreement be completed as soon as possible to ensure project timelines remain on track.

Therefore, please process the item notwithstanding that the 3-day or 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney

Roy Coley
Approved by Mayor or Mayor's Designee Signature

Roy Coley
Print Name

Approved by Policy Director or Designee Signature

Demetria Henderson
Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 17, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(CC)

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**

_____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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(CC)
11-17-26

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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of November, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

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 Florida International University, a public university of the State of Florida ("FIU BOT") (the County and FIU BOT shall be collectively referred to as the "Parties" or each as a "Party").

W I T N E S S E T H:

WHEREAS, the Modesto Maidique Campus ("MMC") and the Engineering Center ("EC") of Florida International University ("FIU") 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 November 21, 2024, covering the period of 2015-2035, 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 2015-2035 Campus Master Plan Update, Inventory and Analysis Report dated on or about January 2023 (the "November 2024 Campus Master Plan"); and

WHEREAS, the November 2024 Campus Master Plan identifies general land uses and addresses the need for provision of concurrency level of service standards contained in the County's Comprehensive Development Master Plan through 2035; 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 Commerce (FloridaCommerce).

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 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 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.

3.6 Notwithstanding anything in this Agreement to the contrary, this Agreement, including but not limited to all findings, analyses, rights and obligations, only relate to the MMC and EC campuses.

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 November 2024 Campus Master Plan.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both Parties and shall remain in effect for ten years. If no material changes are made to the November 2024 Campus Master Plan, FIU BOT may renew this Agreement twice, for five years each renewal, 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 8th Street and SW 117th Avenue, and along SW 107th 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 EC is supplied by water mains along West Flagler Street and NW 107th 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 the FIU Main Campus.

7.7 All entrances and other roads on campus function as local streets. Off-campus roads and the Tamiami Trail function as principal arterials, and S.W. 107th Avenue and SW 117th Avenue function as minor arterials. The Florida Turnpike is classified as a principal arterial. The Miami-Dade Department of Transportation and Public Works (DTPW) has covered bus shelters located on MMC and EC, and multiple bus routes run daily.

7.8 Existing Transit Services and Facilities: MMC and EC are served by multiple DTPW Routes. FIU and DTPW have discussed the possibility of a new bus terminal at the existing bus stop location near the southwest corner of SW 17th Street and SW 107th Avenue, or at other campus locations if feasible, in accordance with designation of a Metrobus Terminal identified in the Mass Transit Subelement maps.

7.9 Future Transit Services and Facilities: The existing FIU/DTPW Bus Terminal is located just west of SW 107 Avenue and SW 17 Street. To accommodate future transit expansion, 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 the Agreement between Florida International University, for and on behalf of the Florida Board of Regents, Dade County Youth Fair and Exposition, Inc. and Metropolitan Miami-Dade County, dated July 17, 1998, as amended by Amendment One to the Agreement between Miami-Dade County, the Miami-Dade County Fair and Exposition, Inc., and FIU BOT dated October 8, 2001, as said agreement may be further amended or terminated in accordance with its terms.

7.10 Miami-Dade County and FIU BOT, together, provide emergency service response, disaster management, and critical incident management to the FIU Main Campus. The FIU Police Department provides full-time law enforcement services. Miami-Dade County provides complete emergency fire and rescue services.

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).

Objective CON-5. 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 and sanitary sewer facilities:

Policy WS-2A. To assure adequate level of service, potable water and sanitary sewer facilities shall meet the following level of service standards:

1) Potable Water Supply:

(a) The potable water treatment system shall operate with a rated maximum daily capacity no less than 2 percent above the maximum finished water daily flow for the preceding year accounting for capacity that is reserved for development that is not yet completed ("reserved capacity"), and no less than an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years accounting for reserved capacity. The maximum finished water 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	Min. Fire Flow (gpm)
Single Family Residential Estate	500 gallons per minute
Single Family and Duplex; Residential on minimum lots of 7,500 sf	750 gallons per minute
Multi-Family Residential (Low Medium Density)	1,500 gallons per minute

Semiprofessional Offices	
Multi-Family Residential (Medium and High Density); Hospitals; 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.

(e) The per capita Level of Service standard for potable water shall be 139 gallons per capita per day.

2) Sanitary Sewer:

(a) The wastewater treatment plants shall operate with a physical capacity of no less than the annual average daily influent sewage flow for the preceding 12 months.

(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 no less than 102 percent of annual average daily influent sewage flow demands for the preceding 5 years accounting for reserved capacity. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. The annual average daily influent sewage flow shall be calculated as the average of the daily volume received at the facility over a 12-month period.

8.3 The County's Comprehensive Development Master Plan establishes a level of service standard for solid waste:

Policy SW-2A. The County Solid Waste Management System, 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.

8.4 The County's Comprehensive Development Master Plan establishes a level of service standard for local recreation open space:

ROS-2A. Miami-Dade County's minimum Level of Service (LOS) standard for the provision of recreation open space shall be the following:

i.) 2.75 acres of local recreation open space per 1,000 permanent residents in unincorporated areas;

ii.) 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;

* * *

For clarification, students who reside on FIU's campus are considered transient residents and their need for recreation open space is satisfied via access to community parks.

8.5 The County's Comprehensive Development Master Plan establishes the following level of service standards for State and County roads:

Policy TC-1B. The minimum acceptable peak period operating level of service for all State and County roads in Miami-Dade County outside of the Urban Development Boundary (UDB) identified in the Land Use Element shall be LOS C. The minimum acceptable peak-period LOS for all State and County roads inside the UDB shall be the following:

1) Within the Urban Infill Area (UIA)
   (a) Where no public mass transit service exists, roadways shall operate at or above LOS 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, parallel roadways within ½ mile shall operate at no greater than 150 percent of their capacity.

2) Between the UIA and the UDB
   (a) Roadways shall operate at no worse than LOS D (90 percent of their capacity) except that State Urban Minor Arterials (SUMAs) may operate at LOS 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 LOS 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, parallel roadways within ½ mile shall operate at no greater than 120 percent or roadway capacity.

3) Notwithstanding the foregoing, the following standards established by the Department of Transportation (FDOT), are adopted by Miami-Dade 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 LOS C or better;
2. Controlled access State highways shall operate at LOS C or better; and
3. Constrained or backlogged limited and controlled access state highways operating below LOS C, must be managed to not cause significant degradation.

(b) Inside the UDB

1. Limited access State highways shall operate at LOS D or better, except where exclusive through lanes exist, roadways may operate at LOS E.
2. Controlled access State highways shall operate at LOS D or better, except where such roadways are parallel to exclusive transit facilities or are located inside designated transportation concurrency management areas (TCMA's) roadways may operate LOS E.
3. Constrained or backlogged limited and controlled access State highways operating below the foregoing minimums must be managed to not cause significant deterioration.
4. Notwithstanding any provision to the contrary, the minimum acceptable peak period operating level of service for the SR-836/Dolphin Expressway southwest extension from NW 137 Avenue to SW 136 Street shall be and remain LOS C.

8.6 The County's Comprehensive Development Master Plan establishes the following level of service standards for public mass transit:

Policy MT-1A The minimum peak-hour transit level-of-service shall be that all areas within the Urban Development Boundary (UDB) of the Land Use Plan (LUP) 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 the 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 the 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 a private provider 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 the FIU Main Campus.

9.5 FIU BOT has contracted with a private provider for the provision of shuttle bus services for faculty, students and staff between campuses.

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 2015-2035 Campus Master Plan Update Inventory & Analysis Report with regard to the impacts of development proposed in the November 2024 Campus Master Plan on public stormwater management facilities. The FIU 2015-2035 Campus Master Plan Update Inventory & Analysis Report was prepared in support of the adopted November 2024 Campus Master Plan. FIU BOT and the County agree that the development proposed in the adopted November 2024 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 2015-2035 Campus Master Plan Update Inventory & Analysis Report with regard to the impacts of development proposed in the November 2024 Campus Master Plan on public potable water treatment plant facilities. FIU BOT and the County agree that the development proposed in the adopted November 2024 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 2015-2035 Campus Master Plan Update Inventory & Analysis Report with regard to

the impacts of development proposed in the November 2024 Campus Master Plan on sanitary sewer treatment plant facilities. FIU BOT and the County agree that the development proposed in the adopted November 2024 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 2015-2035 Campus Master Plan Update Inventory & Analysis Report with regard to the impacts of development proposed in the November 2024 Campus Master Plan on solid waste collection and disposal facilities. FIU BOT and the County agree that the development proposed in the adopted November 2024 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 2015-2035 Campus Master Plan Update Inventory & Analysis Report with regard to the impacts of development proposed in the November 2024 Campus Master Plan on public parks and recreation facilities. FIU BOT and the County agree that the development proposed in the adopted November 2024 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.

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 November 2024 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 November 2024 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 November 2024 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 November 2024 Campus Master Plan and to meet the future needs of FIU for the duration of this

Agreement. FIU BOT 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 November 2024 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 for the students who reside on FIU's campus, who are considered transient residents.

11.6 FIU BOT and the County agree that the impacts of development proposed in the adopted November 2024 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 November 2024 Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the County agree that no additional mass transit service, bicycle, or pedestrian improvements will be explored.

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 November 2024 Campus Master Plan.

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 Transit Center 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 November 2024 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 for the continued development of the FIU Main Campus, FIU BOT shall be required to enter into an Agreement for Water Facilities with the County's Water and Sewer Department.

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 November 2024 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 November 2024 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 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.

18.4 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
29th Floor
Miami, Florida 33128

With a copy to:

Miami-Dade County, Department of Regulatory and Economic Resources, Planning Division
Attn. Jerry Bell, Assistant Director for Planning (RER)
111 NW First Street
12th Floor
Miami, Florida 33128

The address of FIU BOT:

Milly Bello
Corporate Secretary - BOT
Florida International University
Modesto Maidique Campus, PC 548
Miami, Florida 33199

With a copy to:

Danny Paan
Chief Facilities Management Officer
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

[SIGNATURE & NOTARY PAGES FOLLOW]

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

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					
Bldg. # (*)	**Program Element Description**	**Use**	**Area NASF**	**Total Area GSF**	**Anticipated Projected Year of Completion**
	Facilities Infrastructure / Capital Renewal				
-	UCPP Pedestrian Bridge	Circulation / Open Space	-	-	2026
01A	Deuxieme-Maison Renovation	Academic / Research	-	143,630	2025-2035+
03A	Graham Center Expansion	Student Life / General Use	-	138,472	2027
03B	Graham Center Expansion	Student Life / General Use	-	36,200	2025-2035+
05A	Library / Study Expansion	Study	-	82,500	2025-2035+
07B	Indoor Training Center	Athletics / Recreation	-	70,600	2025-2035+
12A	Student Health Center Expanion	Student Life / General Use	-	23,000	2026
17A	Children's Creative Learning Center	Student Life / General Use	-	6,000	2025-2035+
29A	Museum Expansion	Student Life / General Use	-	TBD	2025-2035+
32A	Stadium Expansion	Student Life / General Use	-	TBD	2025-2035+
33B	Wellness and Recreation Expansion	Athletics / Recreation	-	30,000	2025-2035+
35A	Academic 2	Academic / Research	-	40,901	2025-2035+
35B	Honors College (DM Addition)	Academic / Research	-	56,029	2025-2035+
37	Academic 1	Academic / Research	-	31,200	2025-2035+
38A	Planetarium (Astroscience Addition)	Academic / Research	-	3,800	2025-2035+
48A	Innovation II (formerly Engineering II)	Academic / Research	-	75,166	2025-2035+
49	CasaCuba	Student Life / General Use	-	57,876	2025-2035+
50	Trish and Dan Bell Chapel	Student Life / General Use	-	12,659	2025-2035+
51	Hotel / Conference	Partnership	-	TBD	2025-2035+
54A	HWCOM AHC/ Clinical Partnership	Partnership	-	180,000	2025-2035+
54B	HWCOM AHC/ Clinical Partnership	Partnership	-	TBD	2025-2035+
57A	East Residence Hall A	Housing	-	91,944	2025-2035+
57B	East Residence Hall B	Housing	-	115,604	2025-2035+
57C	East Residence Hall C	Housing	-	146,984	2025-2035+
57D	East Residence Hall D	Housing	-	136,348	2025-2035+
57E	East Village Recreation	Recreation	-	26,370	2025-2035+
58A	East Residence Hall G	Housing	-	273,046	2025-2035+
58B	East Residence Hall F	Housing	-	147,300	2025-2035+
59A	AHC/Interdisciplinary 3	Academic / Research	-	197,071	2025-2035+
59B	AHC/Interdisciplinary 4	Academic / Research	-	71,091	2025-2035+
60	Science Laboratory Complex	Academic / Research	-	123,495	2025-2035+
61	Support Facility	Support	-	22,180	2025-2035+
62	AHC Study Complex	Academic / Research	-	123,495	2025-2035+
63	University Student Housing	Academic & Housing	1,174 Bed Units	467,270	2028
64	AHC/Interdisciplinary 1	Academic / Research	-	195,631	2025-2035+
65	AHC/Interdisciplinary 2	Academic / Research	-	71,091	2025-2035+
66	Retail/Paternship	Academic / Research	-	TBD	2025-2035+
67	Academic 6	Academic / Research	-	112,496	2025-2035+
68	Academic 7	Academic / Research	-	104,944	2025-2035+
69	Workforce Housing	Housing	150 Units	112,008	2025-2035+
70	Dining Support	Support	-	10,064	2025-2035+
71	Aquatics Center	Athletics / Recreation	-	16,480	2025-2035+
72	Academic 9	Academic / Research	-	116,508	2025-2035+
73	Academic 10	Academic / Research	-	140,600	2025-2035+
RF3A	Soccer Stadium	Athletics / Recreation	-	TBD	2025-2035+
PG7	Multipurpose Parking Garage	Parking	-	TBD	2025-2035+
PG8	Multipurpose Parking Garage	Parking	-	TBD	2025-2035+
PG9	Multipurpose Parking Garage	Parking	-	TBD	2025-2035+
PG10	Multipurpose Parking Garage	Parking	-	TBD	2025-2035+
ENGINEERING CENTER CAMPUS					
Bldg. # (*)	**Program Element Description**	**Use**	**Area NASF**	**Total Area GSF**	**Anticipated Projected Year of Completion**
	Facilities Infrastructure / Capital Renewal				
P1	Transit Center	Partnership	-	-	2025-2035+
101	Engineering Center Renovation and Infill	Academic/Research	-	TBD	2025-2035+
106	High-Bay Research Facility	Academic/Research	-	112,240	2025-2035+
107	Partnership 1	Partnership	-	150,160	2025-2035+
108	Partnership 2 (High Bay Research)	Partnership	-	136,800	2025-2035+
109	Cold Spray Lab	Academic/Research	-	8,600	2025-2035+

* Corresponding with 2015-2035 Campus Master Plan Update:

MMC https://facilities.fiu.edu/Planning/Documents/MasterPlans/MasterPlans2015-2035/MMC.jpg

EC https://facilities.fiu.edu/Planning/Documents/MasterPlans/MasterPlans2015-2035/EC.jpg

EXHIBIT "B"

Geographic Area Covered by the Agreement

