



Item: SP: A-1

STRATEGIC PLANNING COMMITTEE

Tuesday, December 9, 2014

SUBJECT: REQUEST FOR APPROVAL OF THE HARBOR BRANCH OCEANOGRAPHIC INSTITUTE AT FLORIDA ATLANTIC UNIVERSITY CAMPUS DEVELOPMENT AGREEMENT.

PROPOSED COMMITTEE ACTION

Review and recommend Board of Trustee (BOT) approval of the **Harbor Branch Oceanographic Institute** (HBOI) Campus Development Agreement ("CDA") between Florida Atlantic University Board of Trustees and St. Lucie County ("County").

BACKGROUND INFORMATION

Pursuant to Subsection 1013.30, the FAU Board of Trustees adopted a Master Plan for HBOI on March 15, 2012. Subsequent to the adoption of the Master Plan, the University is required to enter into a CDA with the host community to address the impacts created by the proposed development on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreations, and public transportation. Once the CDA is executed, and the University addresses its "fair share" for improvements as identified in the CDA, all development on campus may proceed without further review by the host local government as long as it is consistent with the adopted Campus Master Plan and the CDA.

The impact and improvements required to maintain the County's level of service for the development identified in the HBOI Master Plan (Exhibit A) are outlined in the CDA. No additional financial assurances are required from FAU at this time. Potable water for HBOI is currently provided by HBOI's onsite water treatment facility. If HBOI desires to connect to the County's potable water system in the future, financial arrangements will be necessary for construction, connection, and impact costs.

The CDA has been reviewed and approved by County Commissioners.

IMPLEMENTATION PLAN/DATE

The HBOI CDA will be effective for a term of ten (10) years upon approval and execution by the BOT.

FISCAL IMPLICATIONS

No additional financial assurances are required from FAU at this time. If HBOI desires to connect to the County's potable water system in the future, financial arrangements will be necessary for construction, connection and impact costs.

Supporting Documentation: Proposed CDA between FAU and St. Lucie County

Presented by: Ms. Stacy Volnick, Vice President-Administrative Affairs

Phone: 561-297-1098

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND
ST. LUCIE COUNTY**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____
("Effective Date"), by and between the **ST. LUCIE COUNTY** (hereinafter referred to as the "COUNTY"), a
political subdivision of the State of Florida, and **FLORIDA ATLANTIC UNIVERSITY BOARD OF
TRUSTEES**, a public body corporate of the State of Florida, (hereinafter referred to as the "BOT" or "FAU").

W I T N E S S E T H:

WHEREAS, the Harbor Branch Oceanographic Institute at FAU ("HBOI" or "Harbor Branch") is an
FAU research institute considered to be a vital public facility which provides research and educational benefits
of local, regional, statewide and national importance, and which further provides substantial educational,
economic, and cultural benefits to St. Lucie COUNTY, 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, except when stated otherwise, and

WHEREAS, the FAU has prepared and adopted a Campus Master Plan for Harbor Branch in
compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes, and

WHEREAS, following the adoption of the Campus Master Plan, FAU and the COUNTY are required
pursuant to Subsection 1013.30 (15), Florida Statutes, to enter into a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts created by the proposed
campus development which are reasonably expected over the term of the campus development 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 are attributable to the development identified in the adopted Campus Master Plan, and

WHEREAS, the campus development agreement shall identify all improvements to capital facilities or
services located within the COUNTY'S unincorporated areas which are necessary to eliminate these
deficiencies, and

WHEREAS, the campus development agreement shall identify FAU's "fair share" of the cost of all
improvements to capital facilities or services located within the COUNTY which may be necessary to eliminate
these identified deficiencies, and

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof,
the parties do hereby 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 that entity created pursuant to Section 14.202, Florida Statutes.
- 2.2 The term "affected person" means a host local government; an 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 systems, 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 the Florida Atlantic University HBOI Campus Master Plan dated May 20, 2011, adopted by the Florida Atlantic University Board of Trustees on March 15, 2012, excluding any geographic area not specifically identified in Exhibit "A" of this Agreement, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (3)-(6), Florida Statutes.
- 2.5 The term "comprehensive plan" means the COUNTY's Comprehensive Plan, which was prepared and adopted consistent with 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, or the making of any material change in the use or appearance of any structure or land or the subdivision of land.
- 2.8 The term "development of regional impact" means any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one COUNTY.
- 2.9 The term "force majeure" means acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.
- 2.10 The term "public facilities and services" means potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, fire protection, and public transportation facilities.
- 2.11 The term "state land planning agency" means the Department of Economic Opportunity.

3.0 INTENT AND PURPOSE

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 1013.30 (11)-(15), Florida Statutes. It is the intent of the FAU and COUNTY to ensure that adequate potable water, sanitary sewer, solid waste, drainage/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 over the term of this Agreement on capital facilities and services located within the COUNTY, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, fire protection, and public transportation.

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 FAU and COUNTY.

4.2 The FAU 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 FAU.

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 approved by the COUNTY and having been the subject of one or more duly noticed public hearings as required by law; 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 presently subject.

4.4 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163, Florida Statutes, and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes.

4.5 Except as specifically referenced herein or as specifically agreed between the COUNTY and FAU, 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 project listed in the Campus Master Plan and Exhibit "A" to this Agreement should be damaged or destroyed by a fire, storm, or other force majeure, FAU shall have the right to rebuild and/or repair the project, so long as the project is rebuilt to the same size and footprint as the destroyed project. The time periods for rebuilding or repair shall be automatically extended so long as there is strict 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 Exhibits "A", which summarizes projects identified in the adopted HBOI Master Plan, may proceed without further review by the COUNTY provided the development proposed is consistent with the terms of this Agreement and the Campus Master Plan.

4.9 If any part of this Agreement is found by a court of law to be contrary to, prohibited by, or deemed invalid under any applicable law or regulation, as referenced in Section 14.0 of this Agreement, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective as of the Effective Date and shall remain in effect for a period of 10 years, unless extended by the mutual consent of FAU and the COUNTY, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement and included within is identified in Exhibits "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 campus development authorized under the terms of this Agreement.

7.1 Stormwater Management:

- ◆ South Florida Water Management District (SFWMD)

7.2 Potable Water:

- ◆ HBOI is not serviced potable water by public facilities, instead the HBOI campus is served potable water through their privately owned, permitted, operated and maintained water treatment plant and water distribution system

7.3 Sanitary Sewer:

- ◆ St. Lucie County Utilities

7.4 Solid Waste Facility:

- ◆ St. Lucie County Solid Waste Landfill

7.5 Recreation and Open Spaces:

- ◆ FAU
- ◆ St. Lucie COUNTY
- ◆ City of Fort Pierce

7.6 Transportation:

- ◆ The campus is located in unincorporated St. Lucie County, Florida. It is bound by US highway 1 to the west and the Indian River to the east. The only direct access point to the campus is via the intersection of Harbor Branch Road and Old Dixie Highway. A Florida East Coast (FEC) railroad crossing lies between this intersection and a guarded security gate. Other roadways that indirectly provide access to the campus include US Highway 1 (State Road 5), Indrio Road (State Road 614), and Kings Highway (State Road 713). I-95 is located approximately six miles to the west of the campus.

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE COUNTY

8.1 Stormwater Management:

The Level of Service standard as defined by the 1992 Stormwater Master Plan is outlined in the table below. Drainage rules in the Land Development Code are tied to the rules of SFWMD.

Stormwater Master Plan – Level of Service Standards			
Structure/Facility	10yr., 24 hr.	10 yr., 72 hr.	100yr., 72 hr.
Houses/Building	<FFE ¹	<FFE	<FFE
Evacuation Routes ²	1/2W ³	<0.5 ft.	<1.0 ft.
Arterial Roads ⁴	1/2W	<0.5 ft.	<1.0 ft.
Other Roads ⁵	<0.5 ft.	<0.75 ft.	<1.5 ft.

1. Peak flood stages less than first (finished) floor elevation based on available data.
2. Evacuation routes as defined by the COUNTY and the Treasure Coast Regional Planning Council.
3. Flooding limited to each side of the road such that one-half of the roadway width (w) or one travel lane is not flooded.
4. Roads with four or more travel lanes, or roads that are only access to a respective area/development (secondary evacuation routes).
5. Other roads which are not critical for evacuation, but which will be used to estimate encroachment of FFEs.

8.2 Potable water:

- St. Lucie Utilities establishes the following level of service: 300 gallons per day per household (based on 2.5 people per dwelling) unit or _120_ gallons per capita per day.

8.3 Sanitary Sewer:

- The level of service standard for St. Lucie County Utilities is 240 gpd based on 300 gpd of water usage or 100 gpcpd.

8.4 Solid waste:

- The St. Lucie COUNTY Comprehensive Plan establishes a level of service standard for solid waste of 5.10 lbs./capita/day.

8.5 Parks and recreation:

The St. Lucie Comprehensive Plan dated October 26, 2010 establishes the following level of service standards for park acreage:

- County-Wide: 5.0 acres/1000 population

8.6 Transportation:

The St. Lucie COUNTY Comprehensive Plan identifies the following level of service for urban and non-urban roadways in St. Lucie COUNTY

Facility Type	Peak Hour
Non-State Roadway (local)	D
Non- State Roadway (Major City/COUNTY)	D
Non-State Roadway (arterial)	E
Interstate FIHS (rural)	
Limited Access	B
Controlled Access	B
Interstate FIHS (urban)	
Limited Access	C(D)
Controlled Access	C
Other State Roads	
Multi-lane (Rural/Urban)	
Rural	B

Urban	D
Two-lane (Rural/Urban)	
Rural	C
Urban	D

The COUNTY wishes to maintain a LOS D or better for all Non-SIS (Strategic Intermodal System) roadways but recognizes that allowing a LOS E for non-state arterial roadways allows development to proceed while a minimum of LOS D might cause severe constraints on private development. Therefore, the COUNTY has adopted a minimum LOS E for all non-state arterial roadways. However, a LOS D will be utilized for all non-state arterial roadways when establishing transportation impact fees.

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE FAU AND SERVICE PROVIDERS

The BOT/FAU have entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FAU HBOI Campus:

9.1 Stormwater Management:

FAU shall continue to mitigate all stormwater concurrency on a project basis.

9.2 Potable water:

Potable service for existing facilities at Harbor Branch and a portion of the proposed development as identified on Exhibit “A” will be provided by Harbor Branch’s onsite water treatment facility. Therefore, at this time there are no financial arrangement between FAU and the COUNTY for potable water service.

9.3 Sanitary Sewer

On February 25, 2010, FAU entered into a Standard Wastewater Development Agreement (SDA) with St. Lucie County Water and Sewer District that addressed connection charges and fees totaling **\$159,143.82** for 32 ERCs (Equivalent Residential Connections) for existing and future needs as outlined in Exhibit “C” – Sanitary Sewer Flow Calculations. Except for the payment of applicable monthly base facility and flat rate wastewater charges, there are no additional financial arrangements between the FAU and the COUNTY for the continued provision of sanitary sewer facilities or service to the campus in relation to the development proposed in the Campus Master Plan and in Exhibit “A” of this Agreement.

9.4 Solid waste:

There are no financial arrangements between FAU and the COUNTY for the collection and disposal of solid waste facilities or service to the campus and the COUNTY has no obligation to provide such services.

9.5 Parks and recreation:

There are no financial arrangements between FAU and the COUNTY for the provision of parks and recreation facilities or service to the campus.

9.6 Transportation:

There are no financial arrangements between the FAU and the COUNTY for the provision of transportation facilities, including public transit facilities and services to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 Stormwater management:

FAU and COUNTY agree that development proposed in the adopted HBOI Campus Master Plan and in Exhibit “A” should not degrade the operating conditions for stormwater management facilities below the level of service standards adopted by the COUNTY as long as

stormwater impacts continue to be mitigated pursuant to section 9.1 above.

10.2 Potable water:

FAU and COUNTY agree that development proposed in the adopted HBOI Campus Master Plan and in Exhibit "A" should not generate an additional demand on the COUNTY's potable water system as long as FAU continues to provide potable water service to existing and future buildings.

10.3 Sanitary sewer:

FAU and COUNTY agree that development proposed in the adopted HBOI Campus Master Plan in Exhibit "A" should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the COUNTY.

10.4 Solid waste:

FAU and COUNTY agree that development proposed in the adopted HBOI Campus Master Plan and in Exhibit "A" should not degrade the operating conditions for solid waste facilities below the level of service standards adopted by the COUNTY.

10.5 Parks and recreation:

FAU and COUNTY agree that development proposed in the adopted HBOI Campus Master Plan and in Exhibit "A" should not degrade the operating conditions for open space and recreational facilities below the level of service standards adopted by the COUNTY.

10.6 Transportation:

FAU and COUNTY agree that development identified in the adopted Harbor Branch Campus Master Plan and in Exhibit "A" will not contribute to existing or projected deficiencies on existing roadway segments identified. The COUNTY reserves the right to a full review of traffic impacts when plans are submitted in the future.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

In order to meet the COUNTY's concurrency requirements, the construction of the following off-campus improvements shall be required.

11.1 Stormwater management:

FAU shall continue to mitigate all stormwater concurrency on a project basis.

11.2 Potable water:

FAU and COUNTY agree that sufficient potable water facility capacity can be provided by the on-site water treatment plant or, if FAU desires to connect to COUNTY potable water services an agreement between FAU and COUNTY will be required to identify the required utility costs, including any construction of improvements and connection to the system.

11.3 Sanitary sewer:

FAU and COUNTY agree that the fees referenced in Section 9.3 cover sufficient wastewater facility capacity to accommodate 32 ERCs as noted in the Standard Development Agreement executed February 25, 2010.

11.4 Solid waste:

FAU and COUNTY agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted Harbor Branch Campus Master Plan and to meet the future needs of FAU for the duration of this Agreement. The FAU and COUNTY further agree that no off-campus solid waste improvements need be provided and no COUNTY services need to be provided.

- 11.5 Parks and recreation:
FAU and COUNTY agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted Harbor Branch Campus Master Plan and to meet the future needs of FAU for the duration of this Agreement. The FAU and COUNTY further agree that no off-campus open space and recreation improvements need be provided.
- 11.6 Transportation:
FAU and COUNTY agree that no road improvements are necessary to support the development included in Exhibit "A."

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by FAU to guarantee FAU's fair share of the costs of off-campus improvements to public facilities and services necessary to support development identified in the Harbor Branch Campus Master Plan and Exhibit "A":

- 12.1 Stormwater management:
No stormwater management improvements need be assured as long as stormwater impacts continue to be mitigated pursuant to Section 9.1 above.
- 12.2 Potable water:
The FAU and COUNTY agree that no potable water improvements need to be assured by FAU at this time.
- 12.3 Sanitary sewer:
On February 25, 2010, FAU entered into a Standard Development Agreement with St. Lucie County Water and Sewer District, to address connection charges and fees totaling \$159,143.82 for 32 ERCs (Equivalent Residential Connections) to connect existing and future facilities as outlined in Exhibit "C" – Sanitary Sewer Flow Calculations. FAU and COUNTY agree that no additional sanitary sewer improvements need to be assured by FAU at this time as long as FAU does not exceed the 32 ERCs of wastewater capacity reservation.
- 12.4 Solid waste:
The FAU and COUNTY agree that no solid waste improvements need be assured by the FAU.
- 12.5 Parks and recreation:
The FAU and COUNTY agree that no parks and recreation improvements need be assured by the FAU.
- 12.6 Transportation:
No transportation improvements need to assured by BOT/FAU at this time. Any additional development not identified in Exhibit "A" or within the thresholds established in Florida Statute 1013.30 on the Harbor Branch Campus, the COUNTY reserves the right to ask FAU to provide a traffic impact analysis. The result of which could cause the COUNTY to seek an impact fee for FAU's fair share of improvements.

13.0 CONCURRENCY VESTING FOR DEVELOPMENT

- 13.1 The development being vested for concurrency is identified in the Harbor Branch Campus Master Plan dated May 20, 2011, as adopted by the FAU Board of Trustees on March 15, 2012, is delineated in Exhibit "A" to this Agreement for the specific geographic area identified in Exhibit "B" to this Agreement, and is incorporated herein by this reference. Any amendment or extension to this Agreement or subsequent campus development agreement shall recognize development identified in the Harbor Branch Campus Master Plan dated May 20, 2011, adopted by the FAU Board of Trustees on

March 15, 2012, and Exhibits "A" and "B" hereto, as vested for concurrency by this Agreement.

13.2 The uses, maximum densities, intensities and building heights for development identified in Exhibit "A" for the specific geographic are identified in Exhibit "B" shall be those established in the Future Land Use Element of the Harbor Branch Campus Master Plan dated May 20, 2011, adopted by the FAU Board of Trustees on March 15, 2012.

13.3 The COUNTY agrees to vest from its concurrency requirements the development identified in the Harbor Branch Campus Master Plan dated May 20, 2011, adopted by the FAU Board of Trustees on March 15, 2012, as is attached hereto as Exhibit "A" to this Agreement, for the duration of this Agreement. FAU shall comply with all the terms and conditions of this Agreement and provide financial assurances as set forth in Section 12.0 of this Agreement.

14.0 APPLICABLE LAWS

14.1 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.

14.2 If state or federal laws are enacted subsequent after execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

15.1 Amendments of this Agreement shall be made in accordance with the provisions set forth in Subsection 1013.30 (19), Florida Statutes.

15.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.3 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.

15.4 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 18.0 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The COUNTY finds that this Agreement and the proposed campus development provided for herein are consistent with the COUNTY's adopted Comprehensive Plan.

17.0 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 the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

18.0 DISPUTE RESOLUTION

- 18.1 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.
- 18.2 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 disputes pursuant to this agreement.
- 18.3 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.
- 18.4 If either the BOT/FAU or COUNTY rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Section 1013.30, Florida Statutes, has 60 days to hold informal hearings and, 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 the matter, the Administration Commission may, pursuant to Section 1013.30, Florida Statutes, prescribe, by order, the contents of this Agreement.
- 18.5 In the event of dispute that is subject to utility provided by the County for which FAU and the County have an existing or future Standard Development Agreement, the dispute resolution within the Standard Development Agreement will be followed.

19.0 MONITORING AND OVERSIGHT

- 19.1 The COUNTY may, upon request, review all relevant information concerning development on the FAU Treasure Coast Campus to verify that the terms of this Agreement are satisfied. The COUNTY may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
- 19.2 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 23.0 of this Agreement.
- 19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 19.0 above.

20.0 SUCCESSORS AND ASSIGNS

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

21.0 FORWARDING OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land planning agency by the BOT/FAU within 14 days after execution.

22.0 NOTICES

- 22.1 All notices, demands, 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,
By fax with follow-up written confirmation of receipt

- 22.2 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 business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

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

University Architect & Vice President for Facilities
Florida Atlantic University
777 Glades Road, CO#69-Room 101
Boca Raton, Florida 33431

The address of the COUNTY shall be:

COUNTY Administrator
St. Lucie COUNTY
2300 Virginia Avenue
Fort Pierce, Florida 34982

With copies to:

Office of the COUNTY Attorney
St. Lucie COUNTY
2300 Virginia Avenue
Fort Pierce, Florida 34982

Office of the General Counsel
Florida Atlantic University
777 Glades Road – Room 370
Boca Raton, Florida 33431

23.0 EXHIBITS AND SCHEDULES

The Exhibits and Schedules 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
Exhibit "B" --- HBOI @ FAU Master Plan
Exhibit "C" ---- Sanitary Sewer Flow Calculations

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

Date: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the COUNTY aforesaid to take acknowledgments, personally appeared _____, or his/her designee of Florida Atlantic University to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the COUNTY and State last aforesaid this ____ day of _____, 20 ____.

Notary Public

(Notarial Seal)

My Commission expires:

APPROVED by the COUNTY Commission of the COUNTY of 16 on September, 20 14.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Joseph E. Smith
Joseph E. Smith, COUNTY Clerk

BY: Frances Hutchinson
Chair



APPROVED AS TO FORM:
Daniel S. McIntyre
Daniel S. McIntyre, COUNTY Attorney

Exhibit "A" – Campus Master Plan
Existing and Proposed Development Authorized by Agreement

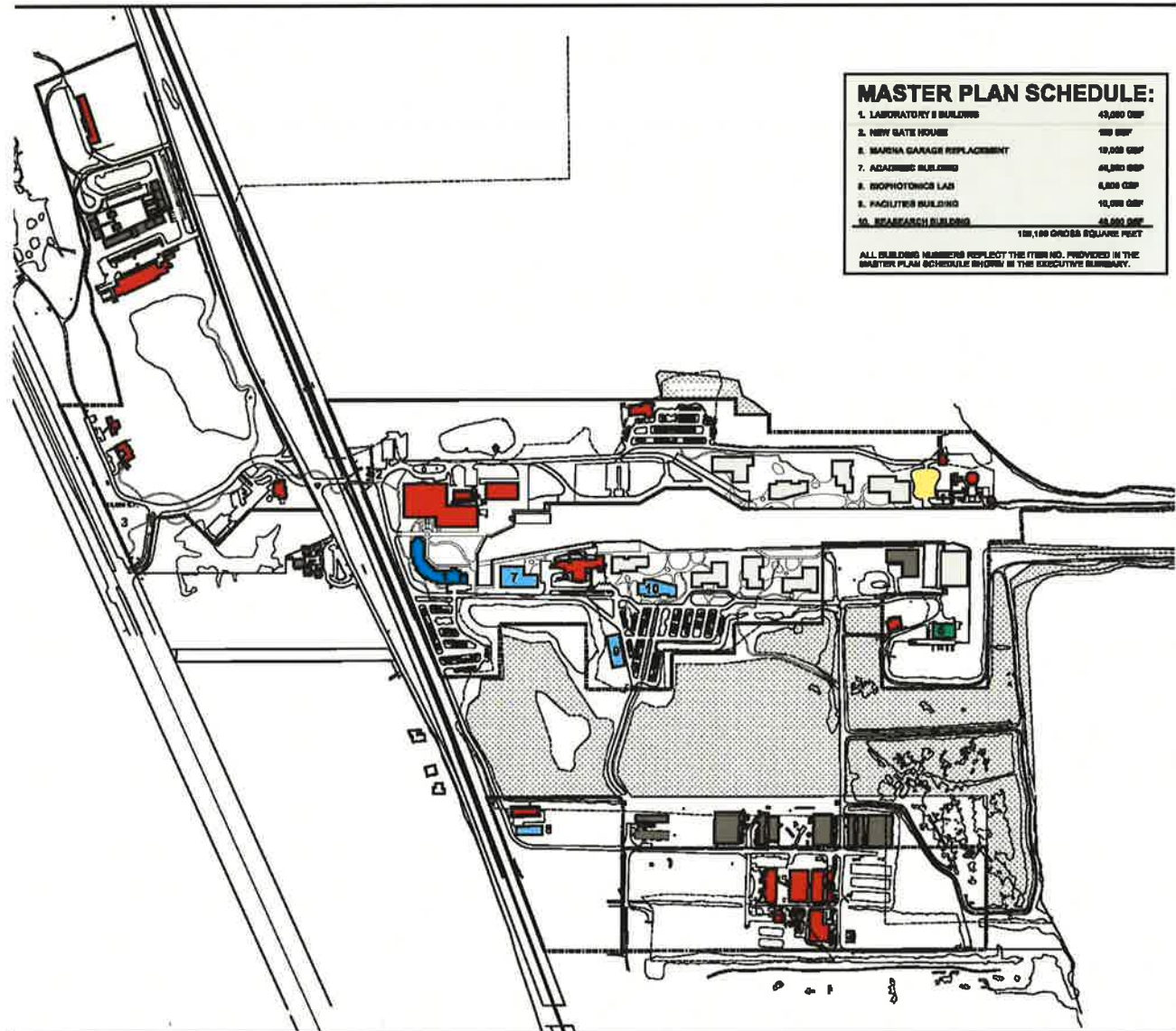


Exhibit "B"

Geographic Area – HBOI@FAU Master Plan

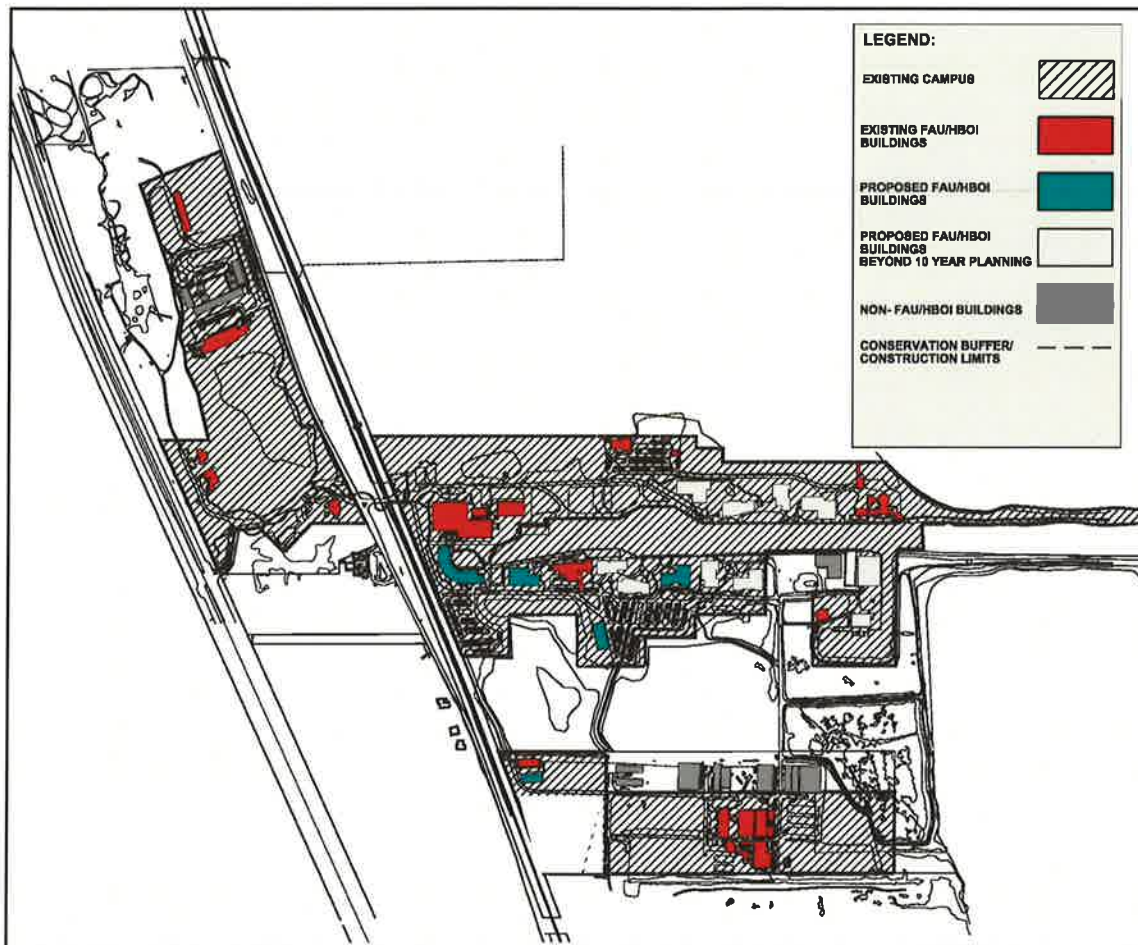


Exhibit "C"

Sanitary Sewer Flow Calculations

	ERC's
East Campus WWTP Reservations	10.53
Lab II Building – constructed in 2011	2.69
Small Boat Marina	7.5
Total Utilized ERCs	20.72
Total Reserved ERCs per March 2010 SDA	32
Reserved ERCs Remaining	11.28

Notes:

Post-Doc and Visitors Center are not connected to county sewer.