

Board of Governors
Type I Campus Proposal
University of Central Florida – UCF Downtown

Appendix E

REVISED City of Orlando Memorandum of
Understanding

February 8, 2016

CITY OF ORLANDO COUNCIL AGENDA ITEM

C-9

Items Types:

Economic Development

District: 5**Contract ID:****Exhibits:** Yes**Grant Received by City?:** No**For Meeting of:**

February 8, 2016

From:**Document Number:****On File (City Clerk) :** Yes**Draft Only:** No**Subject:**

Memorandum of Understanding between City of Orlando and University of Central Florida regarding plans for a Downtown Campus

Summary:

The City of Orlando has been working with the University of Central Florida (UCF) and Valencia College on plans for a shared campus on 15 +/- acres of City-owned property in Downtown Orlando's Creative Village.

Building on the success of the current Florida Interactive Entertainment Academy (FIEA), the campus would be a best-in-the-nation site for emerging animation, digital media, communications, film and public affairs.

The campus would connect students to careers of the future by providing unique opportunities for collaboration with nearby technology and government sectors in a highly desirable urban setting.

On its first day, the campus would serve approximately 7,700 students in one new educational building and a renovated, existing UCF Center for Emerging Media. In addition, housing, parking and recreational facilities would be planned to support the campus.

UCF is currently seeking approvals from the State University System's Board of Governors and will pursue state funding to help with construction of the new academic and student support spaces. UCF, in partnership with the City and Valencia College, is also seeking \$20 million in private philanthropy to support the campus.

In the attached Memorandum of Understanding, the City and UCF have outlined the terms under which the new campus would be constructed with the goal of finalizing these terms in an agreement, or series of agreements, should the campus be approved by the Board of Governors and receive the needed state funding.

Fiscal & Efficiency Data:

The exact value of some items included in the MOU are still being determined and funding will be identified in future budget amendments or through the annual Capital Improvement Plan development and approvals. An estimated value of items included in the MOU are below:

Value of land transferred to UCF - \$20 million

Value of the existing Center for Emerging Media (former Expo Center) building - \$22.5 million

Realignment of Livingston and BRT project (partially funded by TIGER II) - \$16.5 million

Stormwater Improvements - \$4 million

Construction of Livingston Street from Terry Avenue to Parramore Avenue - \$2.5 million

CentroPlex Garage Lease - \$2,017,690 in in-kind parking from the City over five years

• The City will receive income from UCF in the amount of \$250,890 for the rental of the CentroPlex 1 Garage. The City will save an average of \$175,000 per year in operations and maintenance costs for the garage.

• If all 603 spaces in the CentroPlex garage and the retail spaces were leased at current market rates, the maximum revenue the City would receive on the garage is \$654,428 per year (after operations and maintenance costs).

• As such, the City is providing UCF with \$403,538 in in-kind parking costs based on current market rates. This is \$2,017,690 over five years.

CSX Rail Spur Acquisition - \$142,500

Total City Commitment – Nearly \$68 million

In addition, Creative Village Development LLC has committed \$7.7 million toward the project for a total commitment from the City and its development partner to exceed \$75 million.

Recommended Action:

Approval of the attached Memorandum of Understanding and authorization for the Mayor or Mayor Pro Tem to execute same, subject to review and approval by the City Attorney's Office

Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact: Kathy DeVault ext 3109

Approved By:

Department

Planning and Environmental Attorney
Budget Outside Routing Approval
City Clerk

Date and Time

1/29/2016 10:24 AM
1/29/2016 3:48 PM
1/29/2016 4:16 PM

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> <u>MOU_UCF_DT_FINAL_1.27.16.doc</u>	Memorandum of Understanding	Backup Material
<input type="checkbox"/> <u>MOU_EXHIBITS.PDF</u>	MOU Exhibits	Backup Material

"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."

MEMORANDUM OF UNDERSTANDING

UCF DOWNTOWN ORLANDO CAMPUS

This Memorandum of Understanding ("MOU") for a planned University of Central Florida campus located in downtown Orlando on a portion of the City-owned site referred to as Creative Village, is made this 8th day of February, 2016, (Effective Date) by and between the City of Orlando ("City"), and the University of Central Florida Board of Trustees ("University or UCF").

WHEREAS, UCF is actively working with the City and Valencia College on plans for a shared campus in Downtown Orlando's Creative Village that would serve more than 7,000 students on its opening day and be a world-class, best-in-the-nation site for emerging animation, digital media, communications, film and public affairs; and

WHEREAS, the campus would connect students to the careers of the future by providing unique opportunities for collaboration and engagement with Downtown's nearby technology, government and healthcare sectors in a highly desirable urban setting; and

WHEREAS, the campus would expand our region's creative and high-tech economy while teaching students in an environment that integrates learning and working; and

WHEREAS, UCF is seeking approvals from the State University System's Board of Governors for the new campus and will seek state funding to help with construction of the new academic and student support spaces; and

WHEREAS, the City and UCF desire to outline the terms under which the new campus would be constructed with the goal of finalizing these terms in an agreement, or series of agreements, should the campus be approved by the Board of Governors and receive the needed state funding.

NOW, THEREFORE, the City and UCF hereby memorialize their understanding as follows:

I. DEFINITIONS

- a. "CEM Lease Agreement" shall mean that certain lease titled Expo Centre Lease Agreement entered into as of October 12, 2004 by and between the City and UCF and related parties, pursuant to which the UCF Center for Emerging Media is located on a portion of the Creative Village site.
- b. "City" shall mean the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida.
- c. "Creative Village" shall mean that parcel of land of approximately 68 acres owned by the City and anticipated to include a mixture of commercial, housing and other developments as set forth in the Creative Village Development Agreements described below.
- d. "UCF or University" shall mean the University of Central Florida, a Florida public state university part of the State University System in the State of Florida.

City Council Meeting
Item: C 9 Documentary

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- e. "Developer" shall mean Creative Village Development, LLC, a Florida limited liability company, its successors or assigns.
- f. "Creative Village Development Agreements" shall mean that certain Master Development Agreement and that certain Purchase Option Agreement entered into as of February 25, 2011 by and between City and Developer.
- g. "Valencia College" shall mean that public state college in the Florida College System located in Orlando, Florida.

II. PURPOSE

The City and UCF are united in their mutual goal for a downtown Orlando campus. The purpose of this MOU is to outline the basic framework of the terms of an agreement to be entered into between the City and UCF for the development of the campus in downtown Orlando's Creative Village should the campus be approved by the Board of Governors and receive the needed state funding.

III. AREAS OF UNDERSTANDING AND RESPONSIBILITY

1. UCF Downtown Campus Site Plan.

The portion of the Creative Village site that shall be designated as the UCF Downtown Orlando Campus shall be as generally depicted on Exhibit "A" which sets forth the site boundaries extending from the to be realigned Livingston Street to the CSX right of way, including the existing UCF Center for Emerging Media and west to Parramore Ave ("UCF Downtown Orlando Campus"). The site is approximately 15 acres and its exact location and boundary shall be determined by the Survey described in Subsection 2 below. UCF shall develop this site as the UCF Downtown Orlando Campus and its use shall be for educational and support services.

2. Survey.

City shall deliver a parcel survey(s) of the UCF Downtown Orlando Campus setting forth parcel layout and information as an ALTA/ACSM Land Title Survey in compliance with Chapter 177, Florida Statutes and City of Orlando Land Development Code requirements based upon a current title commitment as provided by City ("Survey"). The Survey will be made in accordance with the minimum standard detail requirements for an urban survey as adopted by ALTA, ACSM in 2011 and will include items 1-4, 7(a) and (b1), 7c, 8, 9, 11(a), 13, 16, 17 and 21 of Table A thereof.

- A. Survey data submitted will review title documents and encumbrances listed in the Title Commitment, to determine their location and effect on the property. UCF will depend upon the City to furnish legible and complete copies of relevant documents for review.
- B. City will provide a Surveyor's Certification or a Surveyor's Report by the title insurer at the request of UCF.
- C. City will set or recover boundary corners as necessary.

The above will be plotted at a scale sufficient for civil design and real estate transactions, and will show: point(s) of access to dedicated right of way(s), including curb cuts, edge of pavement and curbing adjacent to the property, and median cuts; above ground fixed improvements on or immediately adjacent to the property, existing and proposed utilities. Deliverables will consist of signed and sealed survey drawings delivered to UCF.

By July 1, 2016, City shall coordinate and deliver a completed survey to UCF and UCF agrees that it shall contribute half the cost of the survey, not to exceed \$50,000.00.

3. Environmental Assessment.

By July 1, 2016, the City shall provide UCF with copies of all environmental assessment reports in the City's possession relating to Creative Village and the UCF Downtown Orlando Campus. The City will also provide UCF any additional environmental reports it receives as a result of further environmental testing on the sites subsequent to the Effective Date of this MOU. If the environmental assessments indicate that the UCF Downtown Orlando Campus contains contamination and/or hazardous materials, the City and UCF shall cooperate to identify and implement appropriate remediation strategies. UCF shall have no obligation to undertake any environmental remediation of hazardous materials on the UCF Downtown Orlando Campus site if such hazardous materials existed on the UCF Downtown Orlando Campus site prior to the August 1, 2016 and UCF has not caused, permitted, contributed to or exacerbated the presence of such hazardous materials

4. Title Search and Parcel Transfers.

The City shall pay for and/or perform a title search on the proposed UCF Downtown site and provide all title documents to UCF. The City agrees to transfer marketable title to the UCF Downtown Orlando Campus to UCF or a UCF designated entity.

A portion of the UCF Downtown Orlando Campus includes the existing site where UCF's Center for Emerging Media (CEM) is located, and upon transfer of the CEM site to UCF, the CEM Lease Agreement shall automatically terminate. A portion of the UCF Downtown Orlando Campus includes buildings supporting the Nap Ford Charter School. Upon the expiration of the Nap Ford Lease, the City, at its cost, shall remove the buildings located on the leased premises. A portion of the UCF Downtown Orlando Campus includes the Downtown Orlando Recreation Center, and the transfer of such property to UCF is subject to Section 11 below.

City shall be responsible for the delivering the UCF Downtown Orlando Campus with no continuing leases, licenses or occupants, except for the Downtown Orlando Recreation Center, and Creative Village Development Agreements. The City and UCF will mutually agree in writing to the transfer dates of the above-referenced parcels. The City shall transfer marketable, fee simple title of the above-referenced parcels by Special Warranty Deed. The transfers will occur pursuant to standard real estate closing documents setting forth the rights and responsibilities of the parties with respect to the closing of the transaction, and any closing costs associated therewith. The sale price to UCF for the UCF Downtown Orlando Campus shall be zero dollars (\$0).

5. CSX Rail Spur.

In connection with the land transfer set forth in Section III.4 above, City shall use its best efforts to acquire the CSX rail spur Parcel 26-22-29-0000-00-165 depicted on Exhibit "C" ("CSX Parcel"). If the City is successful in acquiring title to the CSX Parcel, the City shall transfer title to the CSX Parcel to UCF pursuant to the process described in Section 4 above for transfer of the UCF Downtown Orlando Campus. City shall perform appropriate site investigation and diligence of the CSX Parcel, including a phase I environmental assessment and will provide UCF with a copy of the phase 1 environmental report. If the phase 1 report indicates that the CSX Parcel may contain contamination and/or hazardous waste, then the parties will mutually agree on the next steps to be taken, which may include a Phase II Environmental Assessment Report of the CSX Parcel, and a preliminary plan for monitoring, remediation, and/or mitigation. The City shall pay for the cost of any assessment tests and reports. The City and UCF shall cooperate to identify and implement appropriate remediation strategies.

6. Construction of UCF Downtown.

Subject to the transfer of title by the City to UCF as set forth in Section 4 above, UCF will construct the UCF Downtown Orlando Campus in general compliance with the proposed vision and most recent campus plan, as currently depicted on Exhibit "D" and any subsequent updates thereto. Subject to State of Florida appropriation, and subject to the timely completion of the site diligence and land transfer, UCF endeavors to begin construction on Building 1 and / or associated campus infrastructure by August 1, 2016.

7. Terry Avenue Extension.

The parties' vision for the extension of Terry Avenue from the realigned Livingston Street to the railroad right-of-way ("Terry Avenue Extension") is for a pedestrian-friendly, shared use environment that is integrated within the overall campus design. The Terry Avenue Extension shall be constructed by the parties in two (2) stages as follows:

1. Stage 1 – As part of the federally-funded Parramore Bus Rapid Transit project (Parramore BRT Project) currently under construction, the City, in association with LYNX, is in the process of extending and realigning Terry Avenue from the Realigned Livingston Street to existing Bentley Avenue (Stage 1 Extension) with a scheduled completion date of summer 2016. City shall maintain and repair the Stage 1 Extension.
2. Stage 2 - UCF shall design and construct the extension of Terry Avenue from Bentley Avenue to the CSX Right of Way at its cost and expense (Stage 2 Extension). UCF will complete the Stage 2 Extension by August 1, 2018. Design of the Stage 2 Extension shall meet City of Orlando Engineering Standards. City shall maintain and repair the Stage 2 Extension.

It is anticipated that the Stage 2 Extension would be constructed of high quality material meeting City of Orlando Engineering requirements. The parties will work collaboratively to design and employ traffic calming strategies to mitigate pedestrian and vehicular traffic conflicts. City and UCF shall work together to deliver the Terry Avenue Extension along with any utilities relocation, surface treatments, streetscape, lighting, and traffic controls from Livingston Street to the CSX Right of Way integrating the LYNX streetscape standards with campus design standards set for the entire campus pedestrian corridor system. City shall work with UCF to identify and install sleeves or duct banks on Terry Avenue for potential future growth or development of the campus beyond the parcel identified on Exhibit "K" as UCF Downtown Orlando Campus. It is

anticipated that the completed Terry Avenue Extension will include the following elements (i) a new alignment of Terry Avenue consistent with the design set forth by the Parramore BRT Project (ii) parking garage access onto Terry Avenue and Parramore Avenue and (iii) the shared use surface. The parties agree that Terry Avenue shall remain a city street and the parties will enter into an agreement for its operation. The parties agree to work collaboratively to ensure that streetscape design will be compatible with the campus design standards set for Terry Avenue north of the railroad right-of-way. In connection with its use of the UCF Downtown Orlando Campus, UCF may close the Terry Avenue Extension for temporary campus events under a blanket permit/use agreement subject to UCF complying with City street closure rules and process. It is the shared goal of the parties to create and maintain a safe pedestrian environment using technology and streetscape design to reinforce the desire for a pedestrian-friendly environment on Terry Avenue between Livingston Street and the CSX Right of Way. The parties understand and acknowledge that the Stage 1 Extension is a federally funded project subject to certain federal requirements and regulations with respect to its design, construction and operation, which take precedence over the provisions of this MOU and the anticipated Development Agreement.

8 Livingston Street Realignment.

As part of the Parramore BRT Project, the City is in the process of realigning Livingston Street from Hughey Avenue to Terry Avenue with a scheduled completion date of Summer 2016. The City, at its cost and expense, shall extend the realignment of Livingston Street from Terry Avenue to Parramore Avenue as depicted on Exhibit "H" ("Livingston Street Realignment"). Upon completion of the Livingston Street Realignment, City shall provide UCF with an "as-built" survey of the completed improvements. City shall provide and install appropriate sleeves and or duct banks as identified by the UCF crossing Livingston Street for possible future UCF program north of the corridor. The Livingston Street Realignment shall be constructed before August 2018.

9 UCF Shuttle Service.

UCF shall supply bus shuttle service to the UCF Downtown Orlando Campus from its main campus. The City shall work with UCF to identify mutually agreed upon bus shuttle services, including bus stops for student, faculty and staff drop off and pick up.

10 Parking at Centroplex I Garage.

While UCF is planning to provide a parking facility of approximately 600 spaces in conjunction with its first building phase, it will also need to provide additional parking spaces for students, faculty, and staff that use and work at the UCF Downtown Orlando Campus. To assist UCF with the transition to a downtown campus, City and UCF shall execute a mutually agreeable lease for the City's lease of the 603 space Centroplex I Parking Garage (Centroplex I Garage) to UCF for a term of five (5) years with UCF having an option to renew for three (3) additional one (1) year periods (Lease Term). During the Lease Term, UCF shall pay the City rent of \$1 per space per year for 300 spaces, and \$52.50 per space per month for 303 spaces (which equals \$15,907.50 per month and is 50% of the current unlimited rate at the Centroplex I Garage). As an added benefit to UCF, the lease shall include the City's lease to UCF of the two (2) retail spaces located adjacent to the Centroplex I Garage, which UCF may renovate at its cost, with an address of 398 and 380 West Amelia Street (Retail Spaces) at a rental rate of \$5000 per month. Upon the prior approval of the City, UCF may sublease the retail spaces and any revenue derived from such

sublease shall be retained by UCF. UCF shall be responsible for the daily operation, and routine maintenance and repair of the Centroplex I Garage and Retail Spaces; however, UCF shall not be obligated to pay for capital expenditures or improvements to the Centroplex I Garage and Retail Spaces. City shall deliver the Centroplex I Garage and Retail Spaces in working order and in compliance with applicable laws and City codes and ordinances. During the lease term, the City shall continue to maintain, repair, and replace as necessary the building systems, the roof, exterior walls, foundation, and all other structural components of the Centroplex I Garage and Retail Spaces.

The City shall provide a well-lit pedestrian pathway between Centroplex I Garage and UCF Downtown Orlando Campus. City shall allow for the installation of safety and security management system in the Centroplex I Garage and pedestrian corridor linking parking to the campus. Furthermore, City shall allow UCF to provide planters, site furnishings, and signage in this pedestrian corridor, provided that UCF shall be responsible for the maintenance and repair of such items. In addition to the garage parking UCF anticipates needing additional parking capacity; therefore, the City and UCF shall work together to finalize a long-term sustainable transportation and parking agreement for the UCF Downtown Orlando Campus.

11 Downtown Recreation Center (The Armory).

UCF understands the historic importance of the Armory to the surrounding community, including the current use by the City's Families, Parks and Recreation Department and the Parramore Kidz Zone program. The City shall continue to maintain the building until such time as UCF and the City mutually agree upon a solution for its future. Collectively, City and UCF will explore a vision for enhancements to the facility, including potential joint use through coordination with the City's Families, Parks and Recreation department. The City and UCF will also work together to identify parking options for the Downtown Recreation Center concurrent with the construction schedule of the first Academic Building. Both UCF and the City recognize that the Boys and Girls Club and Orange County Public Schools may be important stakeholders depending upon their plans for the nearby PS-8 public school site, which are still evolving.

12 Storm water Infrastructure.

- A. The parties have worked collaboratively to identify the existing storm water infrastructure serving the Creative Village site, as depicted on Exhibit "J", including locations and brief descriptions of upgrades to the existing infrastructure. City confirms that the 108" trunk line runs through the Creative Village site and the UCF Downtown Orlando Campus. City shall permit and allow for building construction to take place above the existing 108" line without relocation or substantial accommodations, provided that UCF will cooperate with the City on providing development plans and specifications for the buildings and structures proposed to be built above the pipe, including foundation design that takes into account the loading of the pipe. The City shall be responsible for future maintenance, repair, and replacement of this trunk line.
- B. As part of the modifications to the storm water infrastructure, City shall reconfigure the upstream end of the 108" trunk line by abandoning and removing two manholes and the storm sewer pipe connected in between them, as depicted on Exhibit "J". The removed manholes shall be replaced by a single manhole located few feet to the south as depicted

in Exhibit "J". City shall also provide approximately one hundred twenty feet of new 108" RCP storm sewer as depicted in Exhibit "J".

- C. The storm water infrastructure that runs from Parramore Avenue to Terry Avenue shall be modified. The 48" RCP storm sewer pipe that runs from Parramore to Terry Avenue along the old Bentley right-of-way has a segment of pipe that is outside of the right of way. The easterly portion of this 48" pipe, is located outside of the right-of-way, as depicted on Exhibit "J". Consequently, the City will abandon and cap the 430 +/- linear feet of pipe that is outside of the right-of-way and install 350 linear feet of 48" RCP within the old Bentley right-of-way. The remaining west portion of the 48" RCP storm sewer along the old Bentley right-of-way shall be slip-lined by the City to reinforce it before construction in the campus starts. Further, City has agreed that the existing storm sewer that is not part of the trunk line and is located within private property can be abandoned or reconfigured as needed.

13 Bentley Street Infrastructure.

It is anticipated that upon completion of the Livingston Street Realignment and transfer of title to the UCF Downtown Orlando Campus to UCF, the City will abandon the existing Bentley Street right of way. City shall provide UCF a detailed topographic and utility survey of Bentley Street. Upon receipt of this survey, UCF shall assess the condition and location of the existing utility lines located within the old Bentley right-of-way to determine if some of the existing lines can be used for the new campus construction. City shall abandon and cap existing infrastructure within the old Bentley Street right-of-way from Parramore to Livingston for the use of UCF. City shall transfer ownership, at no cost to UCF, to the identified infrastructure items and it shall dedicated use of these items for UCF use. Notwithstanding anything herein to the contrary, the City reserves the right to reserve an easement to any utility lines within the Bentley street right of way that the City and UCF deem necessary for public use .

14 Sanitary Sewer.

The City shall make every effort to insure that sufficient sanitary sewer capacity is available to serve the UCF Downtown Orlando Campus

15 Central Park.

The parties desire that the Central Park (as referenced by the Creative Village Planned Development (PD) Ordinance) be an active space that is phased with the construction of a UCF building that faces or is adjacent to Central Park. City, UCF and Master Developer shall work on a mutually agreeable program and phased plan for Central Park and other public spaces.

16 UCF Downtown Orlando Campus Development Plan and Facilities Approval Process.

UCF understands that development of the UCF Downtown Orlando Campus is subject to the approval process established by the Creative Village Master Development Agreement and the Creative Village Planned Development (PD) Ordinance. The City will use its good faith efforts

to support the UCF campus development efforts and expedite review and processing of UCF's applications for development permits to meet UCF critical timeline commitments.

17 Public Safety.

UCF, the City of Orlando, and Valencia College are jointly developing a Public Safety Agreement to ensure a comprehensive and seamless provision of fire, safety, and emergency services for the students, faculty, staff and visitors of UCF Downtown campus.

V. COLLABORATIVE PROGRAM DEVELOPMENT

1. Collaborative Efforts. The parties contemplate that their respective leaders will explore areas of potential collaboration and include the appropriate individuals from both UCF and City in these discussions and planning. This MOU is intended to encourage such interactions and foster the development of collaborative initiatives in accordance with each entity's goals along with their respective policies and procedures.
2. Communication. Communications regarding collaborative initiatives of the parties will follow identified, systematic processes and established channels of review and communication within each, including brand management. Each partner will offer a single portal of information flow at each location for press releases and other communications with media. Designated members for each party will approve Media and other public messages in advance.

VI. GENERAL

This MOU will serve as a broad and general enabling document and will provide the basis and authority for the development and implementation of more specific collaboration or transaction agreements. In the event the parties desire to collaborate or enter into any other transaction, such collaboration or other transaction shall be entered into pursuant to a separate written agreement signed by the parties. The contractual terms below are intended to apply to any collaborations/transactions, which the parties agree upon, unless the written agreement(s) for such collaborations/transactions specifically provide otherwise. This MOU imposes no obligation on either party to enter into any separate collaboration agreements as described below.

1. Independent Contractor. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this MOU. Further, nothing in this MOU is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties.
2. Compliance with applicable law. Each Party shall at all times maintain compliance with applicable federal and state legal and regulatory requirements and requirements governing use, disclosure and protection of confidential information.
3. Time of Essence. Time is of the essence of this MOU and in the performance of all conditions and covenants to be performed or satisfied by any party hereto. Whenever a date

specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding Business Day.

4. Captions, Applicable Law and Venue. The section and subsection captions included herein are for reference only and are not to be used in construing any of the terms hereof. This MOU shall be governed, enforced and construed in accordance with the laws of the State of Florida. The parties hereby agree that venue for any legal action authorized hereunder shall be in Orange County, Florida. If any provisions of this MOU or the application thereof shall be held to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
5. Exhibits, Schedules, and Attachments. All exhibits, schedules, attachments, and other listed items referenced in the MOU are hereby incorporated by reference thereto and made a part hereof.
6. Counterpart Execution. This MOU may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
7. Insurance. UCF, as a state agency, shall maintain at all times relevant to this MOU, at its expense and in commercially reasonable amounts (or as required by law), the following insurance coverage provided by the State of Florida: (i) property, general liability, and automobile liability insurance coverage for any facilities or services used in connection with this affiliation; and (ii) professional liability coverage on behalf of its faculty and students at all times sufficient to satisfy the limited waiver of sovereign immunity of the State of Florida provided in section 768.28 of the Florida Statutes, and (iii) worker's compensation insurance for the performance by its employees, officers and agents of their functions in connection with this affiliation.

City shall maintain at all times relevant to this MOU, at its expense and in commercially reasonable amounts, the following: (i) property, general liability, and automobile liability insurance coverage for any facilities or services used in connection with this affiliation; and (ii) professional liability coverage and worker's compensation insurance in commercially reasonable amounts for the performance by its employees, officers and agents of their functions in connection with this affiliation. Such coverage may be by commercial insurance, reinsurance, or self-insurance established on an actuarially sound basis. Every year that the contract is in effect, City shall upon request provide UCF with written documentation evidencing such coverage.

8. Nondiscrimination: The parties in compliance with all local, state, and federal law and regulations, shall not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status or financial status.

9. Disclosure of Confidential Information. The parties may disclose to each other, either orally or in writing, certain information believed to be confidential and privileged ("Confidential Information"). Confidential Information shall include all privileged, protected, technical, proprietary, or nonpublic information furnished for use in connection with collaborative discussions between the parties regardless of whether such information is in written, oral, electronic, or other form. Subject to applicable Florida law, Developer, UCF and City shall either return or destroy all written materials containing any Confidential Information when no longer using such material for collaborative discussions with each other, unless otherwise agreed by the parties.
10. Confidentiality. The parties shall use the Confidential Information solely for the purpose of collaborative discussions with each other. Subject to applicable Florida law, Developer, UCF and City shall not disclose the Confidential Information or any report containing the Confidential Information to any third party absent further written authorization from each other, or as required by law. To the extent practicable and subject to Florida law and this MOU, the parties agree that, when disclosing information or reporting data, each shall de-identify the Confidential Information.

The above confidentiality obligation shall not apply to the extent that a party can demonstrate that the Confidential Information: (i) is, at the time of disclosure, part of the public domain; (ii) is in possession of the other party at the time of disclosure as evidenced by contemporaneous documentation; (iii) enters the public domain after receipt by the other party through means other than an unauthorized disclosure; (iv) is or was disclosed to the other party at any time by a third party not in breach of any contractual or legal duty; or (v) is required to be disclosed by a court order, and/or by applicable Florida law, provided, however, that the disclosing party gives prompt notice to the non-disclosing party and uses its best efforts to minimize the disclosure.

All materials reflecting each party's Confidential Information furnished to the other party shall remain the property of the furnishing party. No option, assignment, license, or conveyance of rights in the Confidential Information is contemplated, intended, granted, or implied under this MOU.

11. **Notices.** All notices and other business communications between the parties related to this MOU shall be in writing, sent by certified mail, addressed as follows

If to City of Orlando:

Brooke R. Bonnett, AICP, Director
Economic Development Department
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

With a copy to:
City Attorney
City of Orlando
400 South Orange Avenue, 3rd floor
Orlando, FL 32801

If to University of Central Florida:

A. Dale Whittaker, Executive Vice President and Provost
University of Central Florida
4000 Central Florida Blvd.
Orlando Florida 32816

With a copy to:

W. Scott Cole, Vice President and General Counsel
University of Central Florida
4000 Central Florida Blvd
Orlando, FL 32816

Notices sent by certified mail shall be deemed delivered on the third day following the date of mailing. Either party may change its address by giving written notice in compliance with this section.

VII. GOOD FAITH.

This MOU is a good faith understanding of the intentions of the parties as of the Effective Date. It is intended to serve as a broad enabling document that will provide the basis for a future agreement, and any other agreements deemed necessary by the parties to carry out the intent of this MOU. The parties specifically acknowledge that this MOU is not a contract, provided, however, that the parties further acknowledge that the representations in this MOU shall be relied on by UCF in seeking approvals from the State University System's Board of Governors and state funding with respect to the Downtown Orlando UCF Campus. The parties acknowledge that issues will need to be resolved and negotiated in connection with this project. The parties further specifically acknowledge that no cause of action shall accrue to either party regardless of the outcome of these negotiations or in the event the project does not proceed. Subsequent to this MOU, it is the intention of the parties to enter into an agreement or series of agreements setting forth the terms, conditions and obligations of the parties with respect to the matters described herein.

IN WITNESS WHEREOF, a duly authorized and validly existing representatives of each party has affixed their respective signature hereto as of the date first written above.

"University or UCF"

Signed, sealed and delivered in the presence of the following witnesses

Sandra M. Cherepow

Print Name: Sandra M. Cherepow

Cindy L. Hawks

Print Name: Cindy L. Hawks

UNIVERSITY OF CENTRAL FLORIDA, a state university organized and existing under the laws of the State of Florida

By: John C. Hitt

Name: John C. Hitt

Title: President

Executed on: Feb. 16, 2016

Approved as to form and legality for the use and reliance of the University of Central Florida, only

By: W. Scott Cole

University Of Central Florida General Counsel

STATE OF FLORIDA)

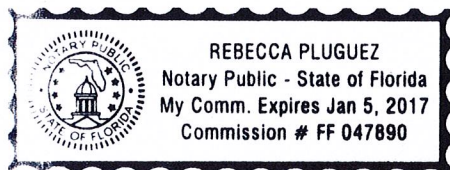
)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 16th day of Feb., 2016, by John C. Hitt, as President of University of Central Florida, a state university organized and existing under the laws of the State of Florida, on behalf of the University.

He/She is personally known to me or has produced

_____ as identification.



Print Name: Rebecca Pluguez

Notary Public, State of Florida

Commission No.: FF 047890

My Commission Expires: Jan. 5, 2017

CITY

ATTEST:

By: Amy T. Ferraro
Print Name: Amy T. Ferraro
Title: Interim City Clerk

CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida

By: Antonio Ortiz
Print Name: Antonio Ortiz
Title: Mayor Pro Tem
Executed on: 2/11/16

Approved as to form and legality for the use and reliance of the City of Orlando, Florida, only

By: Wesley C. Powell
Assistant City Attorney

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 11 day of February, 2016, by Antonio Ortiz, as Mayor Pro Tem of City of Orlando, on behalf of the City. He/She is personally known to me or has produced _____ as identification.



Carolyn Skuta
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

MOU Exhibit List

- A. UCF Site Boundary Parcels (MOU section 1, 2)
- B. Not Used
- C. CSX Parcel (5)
- D. Development Plan
- E. Not Used
- F. Not Used
- G. Not Used
- H. Livingston St Extension
- I. Not Used
- J. Existing and proposed storm water infrastructure (pipes, manholes, etc)
- K. Terry Ave Sleeve Utility Crossing Plan

Map of the UCF Downtown Campus Project Boundary in Orlando, Florida. The map shows a grid of streets including N. Parramore Ave., W. Livingston St., and Alexander Pl. A dashed line indicates the project boundary. A north arrow is located in the upper right corner. A legend in the bottom left corner identifies the dashed line as the project boundary. The map is labeled 'PROJECT BOUNDARY' and 'UCF DOWNTOWN CAMPUS ORLANDO, FLORIDA'.

PROJECT BOUNDARY

UCF DOWNTOWN CAMPUS
ORLANDO, FLORIDA



A

