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UCF

August 5, 2010

AUG 09 2010

FACILITIES PLANNING

Mr. James K. Davis
Assistant Director
Office of Facilities Planning
University of Central Florida
P.O. Box 163020
Orlando, Florida 32816-3020

Dear Mr. Davis,

Attached for your records are two original copies of the Memorandum of Understanding (MOU) submitted by the University of Central Florida.

The MOU was approved by the Orange County Board of County Commissioner's at their August 3, 2010 Meeting.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Bologna".

Stephanie Bologna
Executive Assistant
Orange County Administration

/sb

Attachment

COUNTY ADMINISTRATOR'S OFFICE

201 South Rosalind Avenue ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393
Telephone 407-836-7370 ■ FAX 407-836-7399 ■ countyadmin@ocfl.net



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 03 2010 CAS/NP



Memorandum of Understanding

AUG 03 2010

This Memorandum of Understanding is entered into this ___ day of _____, 2010, by and between Orange County (hereafter referred to as "Orange County" or "County"), a charter county and political subdivision of the State of Florida, and the University of Central Florida (hereafter referred to as "UCF"), on behalf of its Board of Trustees.

WITNESSETH:

WHEREAS, UCF has prepared a campus master plan in compliance with the requirements set forth in Subsections 1013.30(3)-(6), Florida Statutes; and

WHEREAS, pursuant to the requirements set forth in the law, the County and UCF have executed a Campus Development Agreement for purposes of coordinating impacts of proposed campus development on facilities and services within a defined Context Area; and

WHEREAS, policies in the Intergovernmental Coordination Element of both the County Comprehensive Plan and the UCF Campus Master Plan require participation and cooperation with one another on issues relating to development within the Context Area; and

WHEREAS, the County and UCF therefore propose this Memorandum of Understanding ("MOU") in order to further intergovernmental cooperation and coordination of development and permitting activity as to that property located within Orange County and within the Context Area (hereafter "Context Area", see Exhibit A hereto); and

WHEREAS, annual meetings between County and UCF planning staff are also desired to ensure frequent communication and the exchange of mutually beneficial information relating to development and permitting activity within the Context Area.

NOW, THEREFORE, the County and UCF agree as follows:

Recitals

The above recitals are incorporated herein and made a part of this agreement.

Notification

The County agrees to notify UCF of all public hearings for comprehensive plan amendments, rezonings, and special exceptions for those properties located within the Context Area (except no notice is required for de minimus activity on individual parcels

zoned for single family use, including duplex units) within 30 days of the public hearing as scheduled before the Local Planning Agency, Planning and Zoning Commission or Board of Zoning Adjustment. For Student Housing, notice shall be provided 30 days prior to the Development Review Committee (DRC) meeting. The County also agrees to notify UCF of all applications for development of regional impact that involve parcels located in the Context Area and within one mile of the boundary of the Context Area within 15 days of receipt of notice of said application.

UCF agrees to notify the County of amendments to the adopted Master Plan, as more specifically provided in policies 1.2.1 and 1.2.2 of the UCF Future Land Use Element of the 2010-2020 Campus Master Plan update, 30 days prior to the applicable Board of Trustees meeting.

All notices required under this Agreement shall be in writing and shall be given by hand delivery, confirmed facsimile transmission or United States mail, first class postage prepaid, addressed as follows (or to any such other address or office as either party may designate in writing):

- Orange County Planning Division Manager
P.O. Box 1393
Orlando, Florida 32802-1393
Fax: 407.836.5862

- Director, Office of UCF Facilities Planning
P.O. Box 163020
Orlando, FL 32816-3020
Fax: 407.823.5141

Regular Meetings

The County and UCF agree that the County Planning Manager and the UCF Director of Facilities Planning will meet no less than one (1) time in any consecutive twelve (12) month period, or at any time prior via the written request of either party, for the following purposes:

- a. to share information regarding planned capital projects within, adjacent to or within one mile of the boundary of the Context Area;
- b. to discuss applications received by the County for construction permits and Development Orders for projects located within the Context Area that were received in the previous twelve month period;
- c. to discuss UCF plans for future development, including projections on student enrollment and growth, within the Context Area; and
- d. to discuss other coordination issues as deemed appropriate by either party.

Limitation on Obligation

The County and UCF agree to commit time and available resources to carry out the intent of this MOU. However, the County and UCF acknowledge that nothing herein shall obligate either the County or the UCF to budget or appropriate any County or UCF funds whatsoever in connection with the purpose to be served by the meetings.

The County and the UCF acknowledge that this MOU shall have no effect on other existing agreements or statutory mandates.

Term

The term of this agreement shall be in effect for a period of five (5) years from the date of execution by the second party hereto and is subject to subsequent automatic one (1) year renewals unless written notice of termination of the MOU is sent by either the County or UCF to the other party at least 30 days prior to the end of such extended one year term.

No Third Party Beneficiary

This MOU is an administrative agreement generated solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

Severability

If any provision of this MOU or the application thereof to any person or circumstances is held invalid, the validity shall not effect other provisions or applications of this MOU which can be given effect without the valid provision or application and to this end the provisions of this MOU are declared severable.

Effective Date

This MOU shall take effect immediately upon its approval by the second of the two parties thereto.

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:

John C. Hitt

Dr. John C. Hitt
President, University of Central Florida

Date: 6/14/10

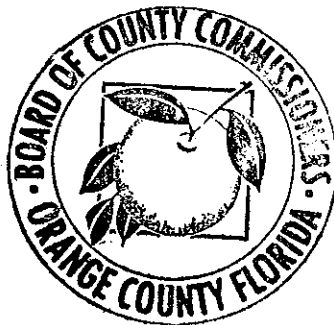
Legal Content Approved
J. Clerk 6/9/10

STATE OF FLORIDA
COUNTY OF ORANGE

I HEARBY CERTIFY that on this day, before me an office duly authorized in the University of Central Florida aforesaid and in the County aforesaid to take acknowledgements, personally appeared Dr. John Hitt, President, University of Central Florida, 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 _____, 2010.

On _____, 2010, UCF Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by the President of the University of Central Florida, Dr. John Hitt.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Richard T. Crotty*
Richard T. Crotty
Orange County Mayor

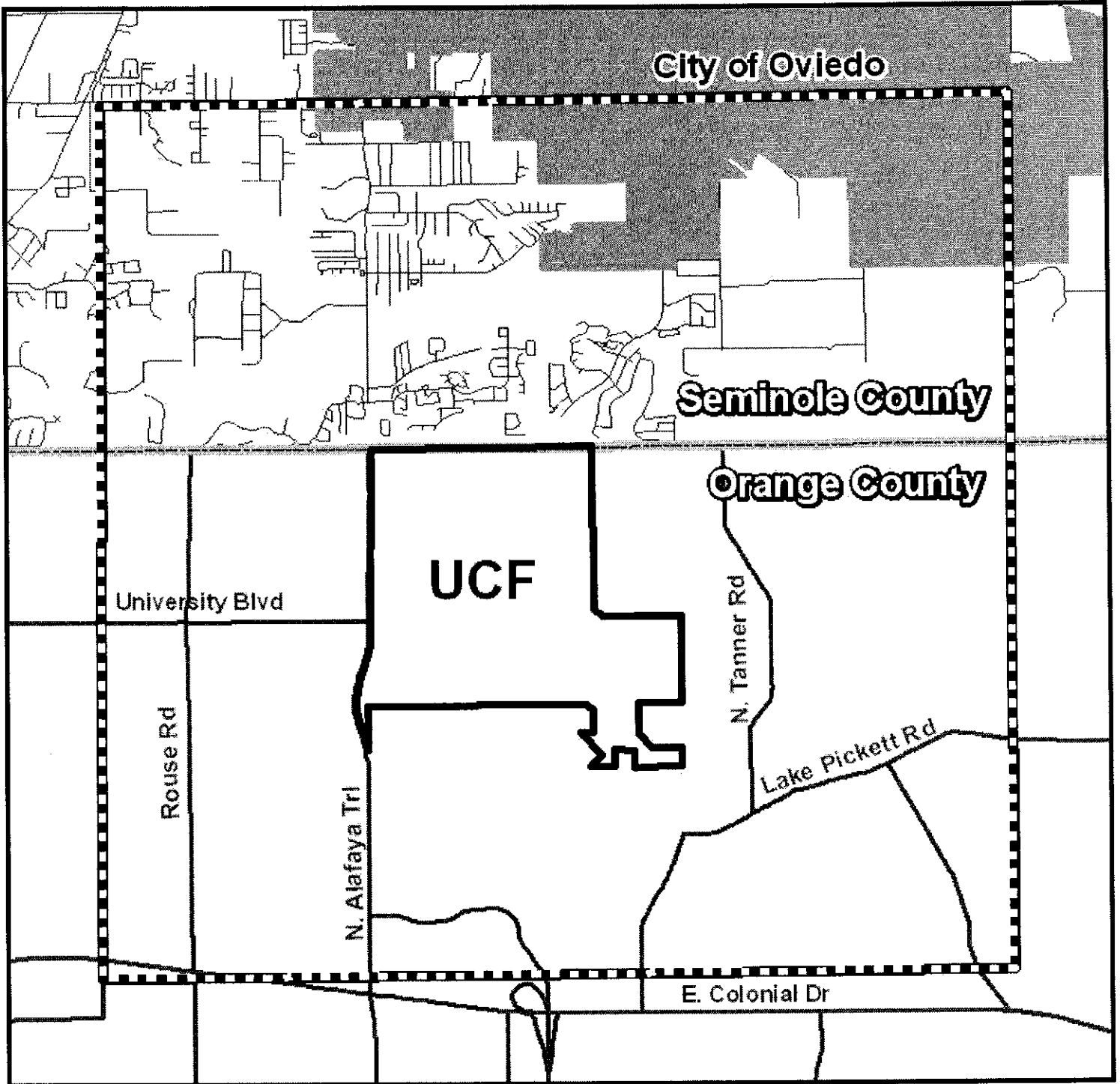
Date: 8.3.10

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners






By: *Martha O. Haynie*
Deputy Clerk
Date: AUG 03 2010

COAD-C-06

Exhibit A



Legend

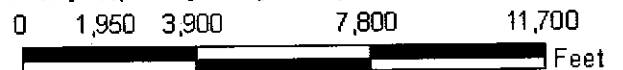
-  County Boundary
-  Major Streets
-  City of Oviedo
-  UCF Campus Boundary
-  Study Area

Context Area Map

University of Central Florida

Orlando, Florida

This map is conceptual and is presented for reference purposes only. The various areas shown are approximate and not to survey accuracy. Prepared by: Orange County Planning Division.



TO: SCOTT COLE

DATE: 8/18/10

RE: ORANGE CO.
MOU

WE ARE TRANSMITTING HEREWITH FOR YOUR:

- approval and/or signature
- review and comment
- use
- further handling
- record
- _____

THE FOLLOWING:

Copies

Description

Copies	Description
1	ORIGINAL EXECUTED ORANGE COUNTY MOU.

REMARKS:

FOR GRN. COUNS. FILE

Copies To:

(with enclosures)

-
-
-
-

SIGNED: _____

TJK
JAMES DAVIS

