

ADD ON

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Agenda Item #:
6F-1

Meeting Date: February 8, 2022

Consent
 Ordinance

Regular
 Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) Approve a conceptual Term Sheet with the University of Florida Foundation (UF) for the potential conveyance of approximately 5.03 acres of County-owned property in the City of West Palm Beach to UF for the purpose of the development of an Urban Campus;

B) Authorize the County Administrator or designee, which in this case shall be the Director of the Facilities Development and Operations department, to commence negotiations with UF towards finalizing a Term Sheet and the development of a potential Conveyance Agreement based upon the approved conceptual Term Sheet; and

C) Authorize County staff to initiate the due diligence and master planning process for the County-owned 45th Street property (southeast corner of 45th Street and Australian Avenue in the City of West Palm Beach) required in preparation for the potential relocation of the Community Services Department.

Summary: On August 24, 2021, the mayors of the City of West Palm Beach (City) and Palm Beach County (County) held a joint press conference to announce an educational initiative for the region. The initiative provides for the conveyance of real estate owned by the City, County and a private third party(s) within the area historically known as Government Hill in downtown West Palm Beach to UF for the planning, design and construction of an urban educational campus focused on graduate, professional and executive programs. On August 31, 2021, the Board of County Commissioners (Board) instructed staff to commence conversations with UF and the City towards reaching mutual understandings and the necessary agreements for the development of an Urban Campus, and to consider four key elements: reversionary rights, use restrictions, closing costs and development timeline. On December 7, 2021, staff provided the Board a status report regarding the collaboration with UF and the City towards the development of the Urban Campus. Since then, staff and UF representatives have remained engaged in conversations towards developing a conceptual Term Sheet for approval by the Board. In mid-January 2022, UF notified staff that in order for the budget appropriation process to progress at the state level, additional reassurances as to the County's commitment towards the development of the Urban Campus were required. As a result, staff and UF representatives increased efforts towards reaching a final agreement on the conceptual Term Sheet. Although significant progress has been made and mutual agreements have been reached between County and UF staff on most terms, the conceptual Term Sheet being submitted today for approval by the Board reflects that further negotiations are required regarding **two material terms**: 1) the extent of the reversionary rights to be retained by the County, and 2) the definition of allowable private uses on County-owned properties. If the Board approves the conceptual Term Sheet as presented, staff will proceed to negotiate with UF towards finalizing the Term Sheet and drafting a Conveyance Agreement, which will include, among other matters, a clear approach to the two pending material terms. **Approval of the conceptual Term Sheet does not authorize conveyance of the properties, nor bind the Board to convey, or UF to accept, the same.** The Conveyance Agreement would be brought to the Board for approval at a later time. If staff and UF fail to reach an agreement on the pending material terms or any other matters, then staff would return to the Board seeking further direction and/or either party, in its sole and absolute discretion, may terminate negotiations as the conceptual Term Sheet is non-binding. The County's current holdings on Government Hill amount to 5.03 acres with an assessed value, as reported by the Property Appraiser's Office, of \$12,853,662. In preparation for a possible conveyance action, staff obtained two separate appraisals (prepared by Callaway & Price, Inc. and M.R. Ford & Associates, Inc.) which average to a fee simple interest market value for the properties totaling \$42,072,500. The City's holdings amount to approximately 2.2 acres and the private holdings amount to approximately 4.5 acres. **FDO Admin (District 7/Countywide) (HJF)**

Background & Policy Issues: Continued on Page 3

Attachments:

1. Location Map
2. Aerial Photograph
3. Term Sheet

Recommended By: *Garnie P. Neal*
Department Director

2/4/22
Date

Approved By: *W. Baker*
County Administrator

2/5/22
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Is Item Included in Current Budget? Yes _____ No X
 Does this item include use of federal funds? Yes _____ No X

Budget Account No: Fund Dept. Unit Object

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item. The cost associated with the professional services required for the due diligence and master planning of the 45th Street property will be detailed at the time when the corresponding authorizing documents are submitted for approval by the Board of County Commissioners, as applicable. Any costs not requiring an approval by the Board of County Commissioners would be assigned from existing allocations within FD&O's operating and/or capital budget.

C. Departmental Fiscal Review: *Kayn Shee*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

<u><i>Deleyn Payne</i></u> 2/4/22 OFMB 2/4/22 MG 2/4/22	<u><i>Ann G. Jawling</i></u> 2/4/22 Contract Development and Control
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B. Legal Sufficiency:

[Signature] 2/4/2022
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

Background & Policy Issues (Cont.):

Consistent with Board's direction, staff drafted a conceptual Term Sheet addressing, among other matters, the four key considerations previously brought to the Board: reversionary rights, use restrictions, closing costs and development timeline. After the December 7, 2022 Board meeting, the conceptual Term Sheet was further revised by staff to incorporate the additional direction provided by the Board. The conversation led to conceptual agreement on most material terms that would be required to initiate the drafting of a Conveyance Agreement. However, additional exchanges are required regarding **two material terms**: 1) the extent of the reversionary rights to be retained by the County, and 2) the definition of allowable private uses on County-owned properties. **These two terms are fundamental in nature** and as a result, failure to reach agreements on the same would lead to: 1) staff returning to the Board to seek further direction and/or 2) either party, in its sole and absolute discretion, terminating negotiations as the conceptual Term Sheet is non-binding.

The County's real estate holdings on Government Hill continue to support the Community Services Department (CSD). A replacement CSD building is to be located at the County's 45th Street Complex at the southeast corner of 45th Street and Australian Avenue in the City of West Palm Beach, funding for which is approved under the Infrastructure Sales Tax (IST) project plan starting in FY2025. Although the conceptual Term Sheet provides that the County will have 12 months after execution of the conveyance agreement to complete the due diligence and site planning of the County's 45th Street property, it is staff's recommendation that it be authorized to commence said process now, as it will better inform negotiations with UF. The net result of authorizing staff to proceed with site planning of the 45th Street property at this time will be the acceleration of an already approved project. Staff will need to procure the architectural/engineering services required for the due diligence and site planning effort, which will take approximately 4 months. Upon selection of an architectural/engineering firm staff would return to the Board for approval of the resulting contract and a request to authorize advance funding.

It is County staff's understanding that UF continues to work with the City and a private owner toward securing commitments which will provide for UF to obtain the rights (e.g. a donation agreement, leasehold or ownership interest) in the corresponding City and private real estate holdings that would supplement the development of the Urban Campus.

ATTACHMENT 1

Location Map



ATTACHMENT 2

Aerial Photograph



ATTACHMENT 3

Term Sheet

Palm Beach County – University of Florida

Term Sheet

Potential Conveyance of County Properties for the Urban Campus in West Palm Beach

Palm Beach County (County) and the University of Florida Foundation (UF) agree to enter into negotiations for the potential conveyance of approximately 5.03 acres of County-owned property in West Palm Beach to UF for the purpose of planning, design, permitting, construction, operation and maintenance of an urban campus to be defined in the agreement (Urban Campus).

<p>A. Declaration of Development Intent</p>	<p>A.1. It is UF's intention to develop an Urban Campus in West Palm Beach, a portion of which will be built on the Properties (as defined in Section C below). The Urban Campus will embody a new step in UF's academic offerings and approach to development. Therefore, it is expected to deliver academic programming through a novel framework which may deviate from the more traditional approach currently in place at other UF campuses and colleges. The Urban Campus will provide for close engagement with the private sector, assisting and complementing the delivery of academic programming. Therefore, the Urban Campus will provide for a mix of public and private uses, the latter in collaboration with, and in support of, the public use. UF and the County will further define in the conveyance agreement the qualifying conditions for a private use to be considered to be <i>in collaboration with</i> and <i>in support of</i> the public use.</p> <p>A.2. For purposes of this Term Sheet and the future agreements that might be executed by the UF and the County in connection with the same, the term "Urban Campus" means a University of Florida campus located in West Palm Beach which use will be primarily educational, including facilities and improvements to support the mission of the University of Florida (including, without limitation, providing graduate, post-graduate, professional and executive education, programs, courses and certificates; internships; clinical uses; and research), and which may also include (i) auxiliary enterprises, as defined under Fla. Stat. 1011.47 (such as housing,</p>
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	<p>bookstores, student health services, continuing education programs, food services, college stores, operation of vending machines, specialty shops, day care centers, golf courses, student activities programs, data center operations, and intercollegiate athletics programs; (ii) incidental facilities, improvements and uses, including, without limitation, administrative offices, parks, and open space, and (iii) other public and private uses meant to service the campus, developed by the University of Florida, other public entities, and/or public private partnerships, which uses may include, but are not limited to, civic space, commercial uses (such as office and retail), and mixed-use buildings containing educational uses and other uses. The square footage of the floor area of private uses in collaboration with, and in support of, the public use on the Properties shall not exceed 40% of the floor area of all buildings constructed on the Properties.</p>
<p>B. Urban Campus Master Plan</p>	<p>B.1 UF will develop an Urban Campus Conceptual Master Plan (Master Plan) consistent with the Declaration of Development Intent as per "A" herein, which will include the minimum requirements set forth in B.2. herein and any other requirements that may result from Fla. Stat. 1013.30, to the extent that the statute may apply to Urban Campus operations.</p> <p>B.2. The Master Plan will detail the short, mid and long-term plans for the planning, design, permitting, construction, operation and maintenance of the Urban Campus in downtown West Palm Beach. The Master Plan will at a minimum address the following topics:</p> <ul style="list-style-type: none"> (1) Academic Offering, including but not limited to: collaboration with local universities and colleges, academic degrees to be offered at the Urban Campus, faculty/student body projections, and timeline for development of the academic programs. (2) Community Engagement, including but not limited to: collaborations with the Palm Beach County School District, integration with community at large, and integration/capacity building with governmental functions.

- (3) Capital Plan, including but not limited to: a full description of the final land assemblage secured for the development of the Urban Campus, an overview of the planning and development strategy for the Urban Campus, project cost estimate, type and magnitude of the proposed uses (e.g. research, academic, housing, private), anticipated phasing plan for development, long-term plans for operation and maintenance.
- (4) Funding Plan, including but not limited to: an overview of funding streams and funding campaigns, and overview of revenue generating operations (type and magnitude).
- (5) Project Schedule, comprehensive to include all phases of development and corresponding milestones, including but not limited to: planning, design, permitting, construction and operations.

B.3. UF shall have twelve (12) months to complete the Master Plan commencing on the date of execution of the conveyance agreement, which deadline may be extended by up to an additional four (4) months so long as UF is using commercially reasonable efforts to complete the Master Plan.

Prior to conveyance of the Properties, should UF fail to meet the Master Plan scope for development and milestone schedule, or extension thereof due to force majeure and other extensions detailed in the conveyance agreement, the County shall have the right to terminate the conveyance agreement, among other remedies to be detailed in the conveyance agreement.

UF and County agree to continue to engage in good faith negotiations as to the remedies that the County will have post conveyance, should UF fail to meet the Master Plan scope for development and milestone schedule, or extension thereof due to force majeure and other extensions detailed in the conveyance agreement.

B.4. The County shall have the right to review the Master Plan to be developed and presented by UF to ensure that the same is consistent with the Declaration of Development Intent (per "A" herein).

	<p>B.5. The County shall have the right to conduct a limited review and approve the specific section(s) of the Master Plan that relate to development on the Properties to ensure that the primary use on the Properties remains public education (per "A" herein). The conveyance agreement will specify the limited scope of the review and approval, as well as the process to be followed by UF and the County. The preparation of a Master Plan in a format consistent with B.1 and B.2 herein constitutes a condition of material inducement for the County to enter into the conveyance agreement.</p> <p>B.6. Following execution of the conveyance agreement, completion of the Master Plan by UF and review and approval of the same by the County (per B.4 and B.5 herein), UF will notify the County on a semiannual basis, and provide an updated copy, of any revisions to the Master Plan. Modifications to the Master Plan shall remain consistent with the Declaration of Development Intent (per "A" herein), not materially alter the Master Plan nor unduly extend the development timeline.</p>
<p>C. Conveyance</p>	<p>C.1. Provided the parties reach agreement, County shall enter into a conveyance agreement with UF for the properties with the following PCNs (collectively referred to as Properties):</p> <ul style="list-style-type: none"> • 74-43-43-21-01-042-0010 • 74-43-43-21-01-035-0041 • 74-43-43-21-01-042-0021 • 74-43-43-21-01-042-0081 • 74-43-43-21-01-042-0002 • 74-43-43-21-01-042-0081 • 74-43-43-21-01-042-0070 • 74-43-43-21-01-042-0060 <p>The Properties have a total combined size of 5.0261 acres with a market value of the fee simple interest of \$42,072,500 as per the average of two separate appraisals commissioned by the County.</p>

Subject to specific representations and warranties as may be agreed upon in the conveyance agreement, the Properties will be conveyed to UF in "AS IS CONDITION" and County will make no other warranties or representations whatsoever, including but not limited to the suitability for development for the intended purposes.

Conveyance will be at no cost.

C.2. The County shall waive any retained mineral interest in the Properties (described in Section C.1 herein) and in the City parcels (described in section D.1 herein) at or before the closing under the conveyance agreement.

C.3. The conveyance agreement will provide for a period of two (2) years for UF to obtain all necessary permits and approvals for lawful commencement of construction of the initial phase of the Urban Campus and a closing within sixty (60) days thereafter. All closing costs shall be borne by UF.

C.4. The conveyance agreement will include provisions relating to UF's obligations to comply with the Master Plan, as may be modified from time to time under the conveyance agreement and subject to force majeure.

C.5. UF will develop the Urban Campus on the Properties in a manner consistent with the Master Plan (as may be modified from time to time) such that the Properties are used for the Urban Campus use as defined in A.2 herein.

C.6. In order to finance and develop the Urban Campus project, and in addition to traditional funding sources, UF may utilize innovative and alternative financing and use structures facilitating a variety of complementary uses that include a blend of public and private uses, subject to the provisions in the paragraph above. For example, the Urban Campus will likely include facilities and uses that are primarily academic (such as classroom-type spaces) and may also include public / private uses

and private uses (such as P3 projects and private food service establishments) achieved through ground leases, space leases, licenses, use and/or operating/management agreements, or otherwise.

C.7. The Properties will be subject to a Use Restriction consistent with A.2 herein which shall be included in the deed of conveyance. The conveyance agreement will include one or more protections to ensure that uses remain consistent with the original Declaration of Development Intent, which may include a requirement of UF to develop generally in accordance with the Master Plan (as may be amended), and/or restrictions on sales of the Properties by UF, and/or other possible protections as may be agreed upon by the parties.

C.8. In the event of a violation of the Use Restriction, then the County shall have the right to seek an injunction, recover damages, demand specific performance and/or exercise reversionary rights.

C.9. Title to the Properties will be subject to reversionary rights (a "Reverter").

C.10. The Conveyance Agreement will provide the terms and conditions associated with the application and execution of the Reverter. UF and County agree to continue to engage in good faith negotiations as to the terms and conditions of said Reverter. UF and County agree that there are two material conditions that will steer the negotiations: (a) retaining UF's ability to secure financing for the development of the Urban Campus and (b) retaining the County's ability to ensure that the Declaration of Development Intent is met as evidenced by the achievement of primarily public use and UF's continued occupancy on the Urban Campus.

C.11. To accommodate the relocation of the County's Community Services Department (see item "M" herein) the County and UF shall coordinate on the manner and timing for the commencement of development activity on the Properties under the conveyance agreement recognizing that a

	<p>staggered approach might be necessary to ensure continuity of County operations at the site. The current improvements, structure and use on the Properties may remain and continue until commencement of development of the Urban Campus upon the Properties.</p> <p>C.12. UF and the County agree that the following are the conditions precedent for both parties for the closing under the conveyance agreement: (a) submittal of the Master Plan and agreement on the material terms thereof pursuant to section B herein, and (b) completion by the County of the due diligence and site plan approval process as specified under M.2 herein. The following will be conditions precedent to UF's obligations to close under the conveyance agreement: (a) UF's receipt of permits, approvals and financing to construct the Urban Campus, on terms and conditions acceptable to UF, and (b) UF's acquisition of the parcels described in Section D.1 herein.</p>
<p>D. Adjacent Properties/ Reconveyance</p>	<p>D.1. UF acknowledges that a condition of material inducement for the County to execute the conveyance agreement is that UF has secured, or is attempting to secure, commitments (e.g. a donation agreement, leasehold, or ownership interest) which will provide for UF to obtain the right to develop the Urban Campus on the combined land represented by the assemblage of the Properties and the following parcels owned by the City of West Palm Beach (City), hereafter referred to as the "Public Land Assemblage", as identified with the following PCNs:</p> <p><u>City Parcels (combined approx. 2.2 acres)</u></p> <ul style="list-style-type: none"> • 74-43-43-21-01-043-0062 • 74-43-43-21-01-034-0042 • 74-43-43-21-01-034-0051 • 74-43-43-21-01-043-0010 • 74-43-43-21-01-043-0020 • 74-43-43-21-01-043-0031 • 74-43-43-21-01-043-0071

D.2. UF acknowledges that it has secured, or is attempting to secure, commitments which will provide for UF to obtain the rights (e.g. a donation agreement, leasehold or ownership interest) to expand the Public Land Assemblage for the development of the Urban Campus with parcels owned by private parties (Private) as identified with the following PCNs:

Private (combined 4.53 acres)

- 74-43-43-21-04-000-0010
- 74-43-43-21-04-000-0063
- 74-43-43-21-04-000-0062
- 74-43-43-21-04-000-0050
- 74-43-43-21-01-035-0102
- 74-43-43-21-01-035-0101
- 74-43-43-21-01-035-0091
- 74-43-43-21-01-035-0092
- 74-43-43-21-01-034-0011
- 74-43-43-21-01-034-0012
- 74-43-43-21-01-034-0021
- 74-43-43-21-01-034-0092
- 74-43-43-21-01-034-0032
- 74-43-43-21-01-034-0031
- 74-43-43-21-01-034-0041
- 74-43-43-21-01-034-0091
- 74-43-43-21-01-034-0080
- 74-43-43-21-01-034-0072
- 74-43-43-21-01-034-0071
- 74-43-43-21-01-034-0060

D.3. The expansion of the Public Land Assemblage with Private parcels will facilitate and benefit the development of the Urban Campus. The resulting potential assemblage of land from City, County and Private sources to be used for development of the Urban Campus amounts to approximately 11.76 acres with the County serving as the lead contributor at a participation rate of 42.7%.

D.4. UF recognizes its representation that it will diligently (as measured by commercially reasonable standards) pursue development of an Urban Campus as per the scope and timeline included in

	<p>the Master Plan, to be developed pursuant to B herein (as may be modified from time to time and subject to force majeure), is a condition of material inducement for the County to execute the conveyance agreement.</p> <p>D.5. UF shall use commercially reasonable efforts to secure the commitments detailed in D.1. herein within twelve (12) months of the execution date of the conveyance agreement. If UF fails to secure said commitments within the specified term, or if said land later reverts to the City, in whole or in part, the County may terminate the conveyance agreement.</p> <p>D.6. Within five (5) days of its execution, UF shall provide the County a copy of the agreement it enters into with the City for the parcels detailed in items D.1 herein.</p> <p>D.7. In the event that UF determines that any portion of the subject Properties is rendered surplus and not required for the Urban Campus, it shall notify the County in writing, whereupon the County shall have the right, at its sole discretion, to receive a deed from UF of the surplus property, for no consideration.</p>
<p>E. Funding</p>	<p>E.1. UF is solely responsible for and shall use commercially reasonable efforts to secure the necessary funding for any/all phases of the development, planning, design, permitting, construction, operation and maintenance of the Urban Campus, upon the terms and conditions set forth in the Master Plan.</p> <p>E.2. UF has represented to the County that it will rely on a combination of funding streams including, but not limited to, State funds and private donors. State funding is subject to submission and review requirements for eventual approval by the Florida Legislature and the Florida Governor. Therefore, time will be of the essence as to UF diligently complying with the applicable requisition and approval processes. UF shall submit its budget</p>

	<p>request for the Urban Campus to the appropriate State authority no later than May 31, 2023 and use commercially reasonable efforts to obtain approval of the same no later than July 1, 2023. If UF fails to secure the funding required to proceed with the planning, design, permitting and construction of the first phase for the development of the Urban Campus as per the approved Master Plan, UF shall notify the County in writing and each of UF and the County shall have the right to terminate the conveyance agreement.</p> <p>E.3. County is not providing any direct support, monetary or otherwise, beyond the conveyance of the Properties and administration of the Agreement.</p>
<p>F. Due Diligence</p>	<p>F.1. UF shall conduct and bear the costs of all due diligence necessary to satisfy itself as to the condition of the Properties, including but not limited to title, survey, environmental assessments, regulatory compliance, access, utilities, drainage, ability to adhere to the terms of the Agreement, and other evaluation UF determines to be necessary and appropriate.</p>
<p>G. Development per Master Plan</p>	<p>G.1. UF shall proceed with development of the Urban Campus as per the approved Master Plan (as modified from time to time and subject to force majeure).</p>
<p>H. Naming Rights</p>	<p>H.1. UF will grant the County naming opportunities commensurate with UF's naming guidelines and the value associated with the County Properties.</p>
<p>I. Development of the Urban Campus</p>	<p>I.1. Designation of the property, in whole or part, as a Transfer of Development Rights (TDR) sending site or receiving site, and the assignment of any development rights and/or proceeds related thereto, shall be subject to prior review by the County and approval by the Palm Beach County Board of County Commissioners.</p> <p>I.2. So long as UF's development activities towards construction of the Urban Campus pursuant to the Master Plan do not exceed the densities and/or intensities now in effect per Section 94-120 of the</p>

City's Zoning and Land Development Regulations related to the TOD-10 subdistrict, UF shall not be required to seek further approval from the County when determining how best to utilize or allocate these development rights.

I.3. UF will have the right to pursue the abandonment of the alley that bisects the Properties. UF shall not pursue the abandonment of Evernia Street between Sapodilla and Tamarind without prior written approval of the County, which shall not be unreasonably withheld. Viability of transit operations being of utmost relevance to the County, any request by UF to pursue abandonment of Evernia Street shall be supported by a professionally signed and sealed comprehensive traffic analysis confirming there will be no detrimental effects to the operation of the County's Intermodal Transit Center (ITC), and to the level of service of the street network (present and future) that supports essential public operations in Downtown West Palm Beach (e.g. Governmental Center, Main County Courthouse, State Attorney/Public Defender).

I.4. Should UF, by itself or through any of its developer partners (be it public or private), seek to pursue modifications to the alignment and/or connections of any of local streets, roads or avenues servicing the Urban Campus, UF shall provide to the County a copy of the document summarizing said development intent. The proposed modifications shall be supported by a professionally signed and sealed comprehensive traffic analysis confirming there will be no detrimental effects to the operation of the County's Intermodal Transit Center (ITC), and to the level of service of the street network (present and future) that supports essential public operations in Downtown West Palm Beach (e.g. Governmental Center, Main County Courthouse, State Attorney/Public Defender). The County shall have the right to oppose the proposed modifications if the same is counter the County's best interests.

I.5. The County shall have no obligation to participate or contribute in any process related to the acquisition, development and construction of

	<p>proposed modifications to the road network that services the Urban Campus.</p> <p>I.6. All residential units that are included within the Urban Campus on the Properties shall provide for the sole occupancy by students, faculty and/or UF employees. Should UF decide to pursue the provision of market rate housing units as part of the Urban Campus, it shall obtain prior approval of the County. Said approval may be withheld or conditioned, for alignment with the County's policies on affordable and workforce housing, in the sole and absolute discretion of the Palm Beach County Board of County Commissioners.</p>
<p>J. Transportation</p>	<p>J.1. Recognizing that: 1) the Urban Campus is located within a Transit Oriented Development (TOD) district, 2) the vast development potential related to that district, 3) Downtown West Palm Beach has a roadway network with finite capacity, and 4) vehicular traffic volume impacts County facilities and operations elsewhere in Downtown West Palm Beach, UF shall develop and implement a comprehensive strategy to mitigate the volume of single passenger vehicles originating to/from the Urban Campus. Recommendations include, but are not limited to, carpool programs, preferential parking for high occupancy vehicles, reduced parking fee for high occupancy vehicles, contribution toward mass transit fares for students/faculty/employees, storage and shower facilities for users of non-motorized means of transportation, salary and wage incentives tied to residency within .25 mile of the Urban Campus, local shuttle service for students/faculty/employees, etc. The goal of said strategy shall be to capture not less than 40% of all daily traffic trips to/from the Urban Campus.</p>
<p>K. Reporting Requirements</p>	<p>K.1. During the first five (5) years immediately following closing under the conveyance agreement, UF shall submit semiannual project development reports notifying the County on the progress of project planning, design, permitting, construction and commencement of operations, and demonstrative compliance with all terms herein.</p>

	<p>Thereafter, UF shall submit annual reports. Project development reports shall be discontinued upon completion of all the development phases as per the approved Master Plan. Completion of a development phase shall mean obtaining the Certificate of Occupancy for all buildings included in said phase pursuant to the Master Plan.</p> <p>K.2. UF shall annually submit reports regarding enrollment statistics, programs offered, and collaboration agreements with other local colleges and universities, to the County Administrator or designee.</p>
<p>L. Sale of Properties by UF</p>	<p>L.1. In the event UF desires to lease or to sell the Properties to another educational organization unaffiliated with UF, County approval will be required. Said approval may be withheld in the sole and absolute discretion of the Palm Beach County Board of County Commissioners.</p> <p>L.2. In no event shall UF sell any portion of the Properties to a non-educational organization, unless approved by the Palm Beach County Board of County Commissioners in its sole and absolute discretion.</p>
<p>M. Vacating of County Properties</p>	<p>M.1. UF acknowledges that the Properties currently house the County's Community Services Department building. It is the County's intent to relocate the same (at the County's sole cost) to another County-owned property. UF and the County will work on the time of the relocation and the Urban Campus construction to ensure that one does not negatively affect the other.</p> <p>M.2. The County shall have twelve (12) months, commencing on the date of execution of the conveyance agreement, to complete the due diligence and site plan approval by the City required to confirm the feasibility of relocating the County's Community Services Department to another County-owned property. This term shall be extended as necessary in accordance with M.1 above.</p>

	<p>M.3. Should the County find, through the due diligence and site planning process as per M.2 above, that relocating the County's Community Services Department to another County-owned property is unfeasible the County shall be required to notify UF within thirty (30) days of such finding. Upon receipt of the notification, UF and the County will reconvene and coordinate under the provisions of M.1 above to identify potential options, including but not limited to: (1) modifying the boundaries of the Properties to relocate the County's Community Services Department, and (2) incorporating the County's Community Services Department into the development of the Urban Campus.</p>
<p>N. Taxes</p>	<p>N.1. UF holds a tax-exempt status from: federal income tax pursuant to Internal Revenue Code (I.R.C.) section 115(1).; Florida corporate income tax pursuant to Fla. Stat. 220.13; <i>Ad valorem</i> taxes pursuant to Fla. Sta. 196.196 & 196.199; and sales and use tax pursuant to Fla. Stat. 212.08(6) and 212.08(7)(o).</p> <p>N.2. Notwithstanding UF's exempt status as detailed on N.1 above to the extent set forth in Fla. Stat. 196.192(2) and applicable laws in effect from time to time, private uses on the Properties shall be subject to <i>ad valorem</i> taxes.</p>
<p>O. Equal Business Opportunities</p>	<p>O.1. Notwithstanding the fact that the Agreement is exempt from the County's Equal Business Opportunity Program, UF and the County will collaborate to the greatest extent possible in order to encourage small and minority business participation in the procurement opportunities associated with development of the Urban Campus pursuant to the Master Plan.</p> <p>O.2. UF and the County, Office of Equal Business Opportunity, will collaborate in the preparation and execution of an outreach plan targeted to small and minority businesses for the development of the Urban Campus pursuant to the Master Plan.</p> <p>O.3. UF shall notify the County, Office of Equal Business Opportunity, of all goods and services</p>

	procurement opportunities that arise in connection with the development of the Urban Campus pursuant to the Master Plan. The County shall provide support by disseminating said opportunities to its registered small and minority businesses.
P. Non-Binding Term Sheet	P.1. This document is a preliminary term sheet acknowledging the parties' desire to explore entering into a binding agreement and is not a binding agreement itself. Neither of the parties to this document shall be under any legal obligation to any other party by reason of the approval of this Term Sheet. Either party may, in its sole and absolute discretion, terminate negotiations at any time for any reason.