

**Florida Agricultural and Mechanical University
Board of Trustees**



Budget, Finance, and Facilities Committee Meeting

Date: January 24, 2019

Time: 3:00 p.m.

Location: Conference Call

Committee Members: Kimberly Moore, Chair
Matthew Carter, Kelvin Lawson, Harold Mills, Belvin Perry, Craig Reed

AGENDA

- | | | |
|-----|---------------|---------------|
| I. | Call to Order | Trustee Moore |
| II. | Roll Call | Mrs. Turner |

CONSENT ITEMS

- | | | |
|------|--|---------------|
| III. | Approval of Minutes: November 20, 2018 | Trustee Moore |
|------|--|---------------|

ACTION ITEMS

- | | | |
|-----|--|------------------|
| IV. | Approval of Revised Carryforward Budget | Director Mathis |
| V. | Approval of Parking Services Budget Amendment | Director Mathis |
| VI. | Approval of Centennial Building Access License | AVP Kapileshwari |

INFORMATION ITEMS

- | | | |
|-------|--|-------------------------------|
| VII. | Overview of Audit Findings related to Budget, Finance and Facilities | VP Ford |
| VIII. | Brooksville Solar Farm Initiative | Attorney Self |
| IX. | Honeywell – Energy Savings Performance Contract | AVP Kapileshwari |
| X. | Project Updates:
a. CASS Project Update
b. Housing Project Plan Phase 1a | AVP Kapileshwari
AVP Bouie |
| XI. | Adjournment | Trustee Moore |

**Florida Agricultural and Mechanical University
Board of Trustees**



III.

Minutes

November 20, 2018

Florida Agricultural and Mechanical University Board of Trustees



Budget, Finance and Facilities Committee Minutes Trustee

Kimberly Moore, Chair

Tuesday, November 20, 2018

MINUTES

Committee Members Present: Chair Kimberly Moore, Trustee Mathew Carter, Trustee Kelvin Lawson, Trustee Craig Reed, Trustee Mills, Trustee Perry

Call to Order / Roll Call

Chair Moore called the meeting to order. Mrs. Turner called the roll. A quorum was present.

CONSENT ITEMS

Approval of Minutes – June 6, 2018

There were no revisions to the minutes.

The motion to approve the consent item, June minutes, was carried.

Approval of Minutes – August 9, 2018

There were no revisions to the minutes.

The motion to approve the consent item, August minutes, was carried.

ACTION ITEMS

Approval of Campus Master Plan

AVP Kapileshwari stated that the Board of Governors requires each university to submit a fixed capital outlay legislative budget request and an updated five-year Capital Improvement Plan (CIP). The CIP is a rolling five-year outlook for the Public Education Capital Outlay (PECO) eligible projects for Education and General (E&G) use. An extension of the plan was granted due to administration changes. The Center for Access and Student Success (CASS) building and the housing development project were added to the masterplan. The ten-year full update of the masterplan, all 18 elements, is due in 2020.

The motion to approve this agenda item was moved by Trustee Perry and seconded by Trustee Reed. The motion carried.

Approval of Continuing Services Vendors

AVP Kapileshwari stated that for all projects that are no more than \$2 million, a selection process is done that includes past experience, past performance, design ability, and minority participation. The current continuing services contract is set to expire in December. The selection committee has reviewed all of the proposals that have been received. There were five firms selected for architecture and engineering, mechanical, electrical, and plumbing services, and construction management and civil engineering. Two firms were selected for

Florida Agricultural and Mechanical University Board of Trustees



environmental health and safety consulting, with one firm selected for landscaping services and structural engineering. The terms for the contracts are for one year with a possibility of two one-year extensions.

The motion to approve this agenda item was moved by Trustee Lawson and seconded by Trustee Perry. The motion carried.

Approval of University's Carryforward Spending Plan

Director Mathis stated that as of August 21 the carryforward balance was \$34,200,000. There is a restricted contractual obligation section that includes the 5% statutory reserve, 5% reserve required by the BOT. There are also restricted appropriations that are world-class and the professional graduate program, they are separate because the funds can only be spent for those particular programs. Dollars went towards financial aid, compliance programs, audit programs, campus security, and student retention and enrollment efforts library resources, infrastructure and renovations due to Hurricane Michael, utilities, and IT. After funding the various programs this leaves the university with a zero balance. Faculty research and startup funding do not use carry forward funds, they are funded through world-class dollars.

Question re: Approval of University's Carryforward Spending Plan

- Trustee Mills: Were we able to make any adjustments relative to student services and specifically using any of the funds toward mental health efforts?

Response: Director Mathis stated that it is included in the student services budget.

The motion to approve this agenda item was moved by Trustee Mills and seconded by Trustee Lawson. The motion carried.

Approval of Student Government Carryforward Funds

Director Mathis stated that the student government carry forward fund is required by statute each year, any unspent funds must be carried forward to the next year. The BOT gives budget authority. There is \$328,000 remaining. The student senate will meet, organizations will come forth with plans, and the plans will be approved or disapproved. The total plan for the dollars will be submitted to VP Hudson for his approval, then submitted to Dr. Robinson for his approval or veto.

Questions re: Approval of Student Government Carry Forward Funds

- Trustee Lawson: What is the history of what the carryforward fund has looked like for SGA?
Response: Director Mathis stated that the carryforward funding amount is small compared to the previous years.
- Trustee Mills: Were we able to get an idea as to what SGA is going to spend the carryforward funds on?

Response: VP Ford stated that the process is consistent with the bylaws and that they will have a budget, there isn't one available at the moment. They normally get approval first then they go to the different organizations and let them know the balances that are remaining. VP Hudson added that the student allocates the funds to the student organizations. The organizations come to the student senate to request the funds. The process is consistent across the SUS.

The motion to approve this agenda item was moved by Trustee Reed and seconded by Trustee Lawson. The motion carried. (Trustee Mills abstained from the vote.)

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Approval for Payment of FAMU DRS Roof Repairs. Director Mathis stated that the agenda item is to obtain budget authority to repair the damaged roof at FAMU DRS. The roof was damaged by Hurricane Hermine. An insurance company settlement was received and the remaining balance to cover the total cost of the roof repair will be from the FAMU DRS PECO appropriations.

Questions/Comments re: Approval for Payment of FAMU DRS Roof Repairs

- Trustee Lawson: Why didn't the insurance pay more, especially since the damage is the result of a natural disaster?
Response: Attorney David Self stated that it was a state insured casualty, but there are exclusions in the policy for the particular style of roof.
- Trustee Lawson suggested looking at insurance carriers to determine other options.
- Trustee Washington and Trustee Perry requested that staff review roof types of all university buildings.

The motion to approve this agenda item was moved by Trustee Lawson and seconded by Trustee Perry. The motion carried.

Approval of the Stanley Tate Project STARS Tuition Differential Waiver

AVP Holmes stated that the Florida Prepaid College Program facilitates the scholarship program called the Stanley Tate STARS Project. It provides financial support for economically disadvantaged students. The scholarship does not cover the state mandated tuition differential fee. This would waive that fee for students receiving the scholarship through Florida Prepaid. It will take effect spring 2019. The BOG forwarded a memorandum to all SUS for this proposed action to be taken. Approximately 60 current FAMU students will receive the waiver and approximately \$65,000 will be waived. The impact is negligible.

The motion to approve this agenda item was moved by Trustee Mills and seconded by Trustee Reed. The motion carried.

INFORMATION ITEMS

Financial Status Report

AVP Holmes stated that the 2018 documents are drafts but provided to give an overview of where the university looked in comparison to the previous fiscal year. AVP Holmes reviewed and highlighted information shown on the spreadsheets placed in the presentation slides.

Questions/Comments re: Financial Status Report

- Trustee Reed commented that "DRAFT" should be placed on the documents since they are not final.
- Trustee Lawson: Would like to see how cost savings are being captured.
Response: VP Ford stated that cost savings aren't included but the amounts are considered.
Trustee Mills commented that we need to get back to actually reducing the University's Operating expenses.
- Trustee Washington questioned the issue of cost shifting with regard to consulting expenditures.
Response: VP Ford indicated that the increase in contractual services are external individuals or vendors, not employees.

Cost Savings (Quarterly Update)

AVP Bouie shared the cost savings of the university that he provided in the presentation and announced the strategies that are currently under review.

Florida Agricultural and Mechanical University Board of Trustees



Question re: Cost Savings

- Trustee Perry: What are the strategies for annual leave payouts?
Response: AVP Bouie indicated other SUS policies and procedures, as well as, internal policies/procedures are being reviewed. The plan is to propose revisions and incorporate the review procedures of the collective bargaining process as well.
- Trustee Lawson: Where can we appropriately reduce the use of consultants?
Response: Trustee Moore requests staff to provide a list of consultants being used and services provided and identify if the services are one-time or on-going.
- Trustee Reed: Is cost savings included in the budget?
Response: VP Ford stated that cost savings aren't included but are taken into consideration.
- Trustee Lawson commented that he would like to see the university cut expenses where we can not to just save dollars but rather to reinvest in areas such as mental health counseling for students.
Response: Trustee Moore looking for cost-savings where we are saving the dollars not reinvest because the number will stay the same (just moved around).
- Trustee Reed: Are the cost savings being budgeted
Response: VP Ford indicated that the cost savings are not included in the financial statements, but we do track the savings and in some cases, certain savings are reported to the BOG.
- *Trustee Reed: Is there a way to breakout what is going to deferred maintenance.*
Response: VP Ford indicated that the breakdown could be provided.
- Trustee Mills: Is it possible to have a schedule for how the 5% savings will be achieved?
Response: VP Ford offered to provide the details of the 5% reductions that were itemized during the university budget development process.

Travel Process Enhancements

AVP Holmes shared three options to enhance the travel processes at the university to ensure compliance as well as to realize cost savings. Three options were reviewed: 1) additional travel software, 2) use of a contracted travel agency, and 3) enhancement of the current PeopleSoft travel module. The most favorable option, recommended option, is to enhance the existing PeopleSoft module. Recognizing that it does not offer a booking tool, it can be customized to be more user-friendly for users. From a procurement perspective, we can also look at negotiating agreements with hotels and try to create savings.

Comments re: Travel Process Enhancements

- Trustee Lawson: Are we leveraging costs with preferred providers if we are booking individually? Requests that staff review further and re-evaluate the options one and two. Also consider potential savings. *Response: VP Ford indicated that options one and two would be re-evaluated.*

Project Updates

a) University Construction/Operations (at-a-glance)

- **BOG Construction Certification**

VP Ford shared that BOG requires all SUS to certify that the appropriate funds were used for all construction projects, dating back to 2008, is provided. A signed copy of the certification letter was submitted to the BOG by their November 2, 2018 deadline.

Florida Agricultural and Mechanical University Board of Trustees



- **CASS Project Update/Timeline**

CASS project is progressing well. To date there has three amendments to the general contractor/ construction manager for underground utility work, pipe develop, foundation work. The work will continue with the dollars from the current three amendments. (NOTE: Regular updates are submitted to BOT regarding CASS.)

- **Housing Project Plan Phase 1a**

AVP Bouie shared that the August site visit from the US Department of Education went well. Additionally, site visits from two BOG members were hosted in August and went well. In September, the Florida BOG approved the project. A loan closing date is anticipated for January 2019.

- **BOG PECO Recommendations**

AVP Kapileshwari stated that the CASS project has made it to the BOG list with a proposed \$5 million dollars.

b) Housing Facility Update

Director Wilder presented the Housing Facilities update and status of several action items related to housing. The housing portal was opened November 19, 2018 (one day ago). Trustee Moore commended staff for implementing this automated process, housing portal, and “staying true” to following through with the action items identified.

The meeting was adjourned.

**Florida Agricultural and Mechanical University
Board of Trustees**



IV.

Approval of Revised Carryforward Budget



Florida Agricultural and Mechanical University
Board of Trustees
ACTION ITEM

Budget, Finance & Facilities Committee

Date: January 24, 2019

Agenda Item: IV

Table with 2 rows and 5 columns under the heading 'Item Origination and Authorization'. Row 1: Policy ____, Award of Bid ____, Budget Amendment __X__, Change Order ____. Row 2: Resolution ____, Contract ____, Grant ____, Other ____.

Table with 1 row and 5 columns under the heading 'Action of Board'. Row 1: Approved ____, Approved w/ Conditions ____, Disapproved ____, Continued ____, Withdrawn ____.

Subject: Approval of Revised 2018 Carryforward Budget

Rationale:

The carryforward funds are unexpended E&G balances from all prior-period appropriations. The Board of Governors' Regulation 9.007(3)(a)2 indicates Universities shall accumulate these funds for activities such as, but not limited to a contingency for unfunded enrollment growth, potential budget reductions, anticipated increases in university operations, and prior year encumbrances.

Attached you will find Florida A&M University's revised 2018 Carryforward Spending Plan that will be submitted to the Board of Governors for review. The following categories have been revised:

Restricted/Contractual Obligations:

- World Class Faculty and Scholar Program
Professional and Graduate Degree Excellence Program
Tuition Differential
Student Financial Aid
Infrastructure, Capital Renewal, Roofs, Renovation, Repair
o FAMU / FSU Engineering Building C
o Research Laboratory Build Out

Commitments:

- Infrastructure, Capital Renewal, Roofs, Renovation, Repair due to Hurricane Michael
Information Technology (ERP, Equipment, etc.)

Recommendation:

It is recommended that the Board of Trustees approve the revised 2018 Carryforward Budget

FLORIDA A&M UNIVERSITY			
Education and General			
2018-19 Operating Budget - Beginning Carryforward Fund Balance Composition			
January 2019			
		University E&G	Special Unit or Campus (Title)
A.	Beginning E&G Carryforward Fund Balance - July 1, 2018 :		
	Cash	\$ 31,800,000	\$ -
	Investments	\$ -	\$ -
	Accounts Receivable	\$ 17,100,000	\$ -
	Less: Accounts Payable	\$ 10,000,000	\$ -
	Less: Deferred Fees	\$ -	\$ -
	Beginning E&G Fund Balance Before Encumbrances :	\$ 38,900,000	\$ -
B.	Expenditures to Date :	\$ 4,257,220	\$ -
C.	Encumbrances to Date :	\$ 1,117,795	\$ -
D.	E&G Carryforward Fund Balance - as of August 21, 2018 :	\$ 33,524,985	\$ -
E.	<u>Restricted / Contractual Obligations</u>		
	5% Statutory Reserve Requirement	\$ 8,869,385	\$ -
	Restricted By Appropriations		\$ -
	World Class Faculty and Scholar Program	\$ 728,728	
	Professional and Graduate Degree Excellence Program	\$ 785,392	
	University Board of Trustee Reserve Requirement	\$ 8,869,385	\$ -
	Restricted by Contractual Obligations:	\$ -	\$ -
	Compliance Program Enhancements	\$ -	\$ -
	Audit Program Enhancements	\$ -	\$ -
	Campus Security and Safety Enhancements	\$ -	\$ -
	Tuition Differential	\$ 1,500,000	
	Student Services, Enrollment, and Retention Efforts	\$ -	\$ -
	Student Financial Aid	\$ 3,500,000	\$ -
	Faculty / Staff Instructional and Advising Support and Start-Up Funding	\$ -	\$ -
	Faculty Research and Public Service Support and Start-Up Funding	\$ -	\$ -
	Library Resources	\$ -	\$ -
	Infrastructure, Capital Renewal, Roofs, Renovation, Repair	\$ -	\$ -
	FAMU/FSU Engineering Building C	\$ 1,500,000	
	Research Laboratory Build Out	\$ 2,000,000	
	Utilities	\$ -	\$ -
	Information Technology (ERP, Equipment, etc.)	\$ -	\$ -
	Total Restricted Funds :	\$ 27,752,890	\$ -
F.	<u>Commitments</u>		
	Compliance, Audit, and Security		
	Compliance Program Enhancements	\$ 500,000	\$ -
	Audit Program Enhancements	\$ 300,000	\$ -
	Campus Security and Safety Enhancements	\$ 1,000,000	\$ -
	Academic and Student Affairs		
	Student Services, Enrollment, and Retention Efforts	\$ 1,000,000	\$ -
	Student Financial Aid	\$ 1,500,000	\$ -
	Faculty / Staff Instructional and Advising Support and Start-Up Funding	\$ -	\$ -
	Faculty Research and Public Service Support and Start-Up Funding	\$ -	\$ -
	Library Resources	\$ 500,000	\$ -
	Facilities, Infrastructure, and Information Technology		
	Infrastructure, Capital Renewal, Roofs, Renovation, Repair due to Hurrican Micheal	\$ 500,000	\$ -
	Utilities	\$ -	\$ -
	Information Technology (ERP, Equipment, etc.)	\$ 472,095	\$ -
	Total Commitments :	\$ 5,772,095	\$ -
G.	Available E&G Carryforward Balance as of August 21, 2018 :	\$ -	\$ -
	* Please provide details of earmark reserve balances (specific issue name, appropriation year, amount).		
	Disclosure Notes:		

2018-2019 Category Definitions

5% Statutory Reserve Requirement: in compliance with 1011.40(2), Florida Statutes, each institution shall provide a written notification to the Board of Governors if, at any time, the unencumbered balance in the education and general fund of the university board of trustees approved operating budget goes below 5 percent. As a result, each university reserves an amount equal to 5 percent of its unencumbered balance in the education and general fund.

University Board of Trustees Reserve Requirement: the amount of unrestricted funds set aside by the University Board of Trustees to address critical, unforeseen, or non-discretionary items that require immediate funding, such as unanticipated or uninsured catastrophic events, unforeseen contingencies, state budget shortfalls, or university revenue shortfalls.

Restricted by Appropriations: funds appropriated by the Legislature for a specific purpose as identified by law or through legislative work papers.

Compliance Program Enhancements: initiatives associated with being in compliance with federal law, state law, Board of Governors Regulations or any other entity with which the University must comply.

Audit Program Enhancements: initiatives associated with implementing audit programs of the institution.

Campus Security and Safety Enhancements: the support of campus security and/or safety issues, such as the recruitment of police officers, vehicles, equipment, and investments which promote security and safety at the institution. This issue may also include mental health counseling and services.

Student Services, Enrollment, and Retention Efforts: funds to promote student success through supporting student services programs, addressing enrollment, and assisting with retention efforts to support timely graduation.

Student Financial Aid: funds aimed to reduce student costs and provide the opportunity to obtain a degree in an affordable and timely fashion.

Faculty/Staff Instructional and Advising Support and Start Up Funding: funds identified to support instructional and advising activities, and/or start- up packages for new faculty. Start up packages are often expended over a multi-year period.

Faculty Research and Public Service Support and Start Up Funding: funds identified to support research and public service, and any associated start up funding- Start up packages are often expended over a multi-year period.

Library Resources: materials and database access required to support programs of study and research.

Infrastructure, Capital Renewal, Roofs, Renovation and Repair: funds to support the maintenance of university infrastructures. Such costs may include the following: preventive maintenance, replacement of parts, systems or components; and other activities needed to preserve or maintain the asset.

Utility Costs: the support of utility costs throughout the university.

Information Technology (ERP, Equipment, etc.): funds to improve operational productivity, educational improvements, and technological innovation, implementation and/or maintenance of ERP systems, and technological equipment purchases.

**Florida Agricultural and Mechanical University
Board of Trustees**



V.

Approval of Parking Services Budget Amendment



**Florida Agricultural and Mechanical University
Board of Trustees
ACTION ITEM**

Budget, Finance & Facilities Committee

Date: January 24, 2019

Agenda Item: V

Item Origination and Authorization				
Order_____	Policy _____	Award of Bid_____	Budget Amendment__X__	Change
	Resolution_____	Contract_____	Grant_____	Other_____
Action of Board				
Approved_____	Approved w/ Conditions _____	Disapproved _____	Continued_____	Withdrawn _____

Subject: Approval of Budget Amendment to University Parking Services R&R Operating Budget

Rationale:

Fund 603 Auxiliary R&R Fund –Additional budget authority of \$375,000 is requested for the replacement of portable radios, digital pedestrian crosswalks, and the replacement of gravel in various parking lots across campus. These items were inadvertently paid from the University Parking Services’ general operating budget and need to be transferred to the Replacement and Reserve Fund. (See the attached invoices.)

Recommendation:

It is recommended that the Board of Trustees approve the additional budget authority for the University Parking Services’ R&R operating budget.

Prepared by: Budget Office

Approved by: Vice President Wanda Ford



MOTOROLA

MOTOROLA SOLUTIONS, INC.

1301 E. Algonquin Road
Schaumburg, IL 60196

Visit our website at: www.motorola.com



INVOICE

000000 01 01 000026 000026P

Page 1 of 1

TOTAL INVOICE AMOUNT:	\$239,335.00
MOTOROLA INVOICE NUMBER:	41254075
INVOICE DATE:	07/23/2018
PAYMENT DUE:	08/22/2018
CUSTOMER ACCOUNT NUMBER:	1035961780 0003
PURCHASE ORDER DATE:	
YOUR P.O. #:	FAMO1-0000168786

26
BILL TO FLORIDA A&M POLICE DEPT, UNIVERSITY OF

PO BOX 7238
TALLAHASSEE, FL 32314

For questions concerning this invoice please contact
Motorola at: 1-888-567-7347

00019-00019-00019

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Sales Order Number: 0958870080735

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount	
1	60		H98ucf9pw6n APX6000Li 700/800 Model 2.5 Portable			
2	60		QA02756 ADD: 3600 or 9600 Trunking	2,208.98	132,538.80	
3	60		G996 ADD: OTAP (Over the Air Programming)	1,146.10	68,766.00	
4	60		H869 ADD: Multikey	73.00	4,380.00	
5	60		Q629ADD:AES Encryption	240.90	14,454.00	
6	60		H885 ADD: 3 year service from the start lite	346.75	20,805.00	
7	60		H122ALT: 1/4 Wave Antenna	90.00	5,400.00	
8	60		NNTN8860 Desk Charger	17.52	1,051.20	
9	55		TRADE-IN Trade in of existing XTS2500	109.50	6,570.00	
10	60		SERVICE PROGRAMMING	-350.00	-19,250.00	
11			THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS.	77.00	4,620.00	
SUBTOTAL						239,335.00
PLEASE PAY THIS AMOUNT (PAYMENT DUE: 08/22/2018)						239,335.00

Detach here and return bottom portion with your payment.

IM1A

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
41254075	1035961780 0003	08/22/2018

Please put your Invoice Number and your Customer Account Number on your check for prompt processing.

FLORIDA A&M POLICE DEPT, UNIVERSITY OF

PO BOX 7238
TALLAHASSEE, FL 32314

Payment Coupon

Invoice Total	Amount Paid
\$239,335.00	



Send Payment To:
Send Payment To:

MOTOROLA

MOTOROLA SOLUTIONS, INC.

P.O. BOX 404059
ATLANTA, GA 30384-4059

0401020504000705 1035961780 0003 0000 072318 0023933500 06



DATA SET READY, INC.
 P.O. BOX 180216 TALLAHASSEE, FL 32318
 "Connecting You to the Future With Advanced Technology"

Invoice



DATE	INVOICE #
8/2/2018	979329

Ph.(850) 668-3282

BILL TO
 FLORIDA A&M UNIVERSITY
 P.O. BOX 7238
 TALLAHASSEE, FL 32307-7238
 ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER	TERMS	REP	SHIP	PROJECT
167815	DUE UPON RECEIPT		8/2/2018	FAM18178 (POLICE D...

QTY	ITEM ...	DESCRIPTION	PRICE ...	AMOUNT
1	CBL	Material, labor, and technical support for FAMU Police Department for the installation of cameras on all 4 corners of the University Gamble/Perry; Gamble/Wahnish; Gamble /MLK; Osceola/MLK; Osceola/Wahnish	17,000.00	17,000.00 \$0.00

RECEIVED
18 AUG -2 AM 10:05
 ACCOUNTS PAYABLE
 FLORIDA A&M UNIVERSITY
 TALLAHASSEE, FL 32307

	Subtotal	\$17,000.00
	Sales Tax (7.5%)	\$0.00
FEID 59-3424223	Balance Due	\$17,000.00

Moore's Hauling Service

850-661-9232

101 Joyner Rd.

Midway, FL. 32343

TIN: 31-1492444



Invoice# 4027059.2

PO# 170985

Lee Hall Gravel Lot	Completed 8/9/2018	\$4,100.00
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*Complete gravel, milling, spread and compacting

Total		\$4,100.00
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Thanks for your business

Murdock Investments LLC
dba GRIFFIN TRAFFIC SIGNALS

6509 Highway 22
 Panama City, FL 32404

Voice: (850)270-2715
 Fax: (850)270-2715

Email: griffintraffic@gmail.com
 Web Site: www.griffintraffic.com

INVOICE

Invoice Number: 1894
 Invoice Date: Jul 18, 2018
 Page: 1

Duplicate

Bill To:
FAMU PD 2400 Wahnish Way 125 Tallahassee, FL 32307



Customer ID	Customer PO	Payment Terms
FAMU	FAM01-0000165669	
		Due Date
		8/3/18

Quantity	Item	Description	Unit Price	Amount
3.02		FAMU Pedestrian Crosswalks - 4 locations: F&I Blinkersign Solar Powered Dual Sided Ped Crosswalk system - included foundation	7,200.00	21,773.08
Subtotal				21,773.08
Sales Tax				
Total Invoice Amount				21,773.08
Payment/Credit Applied				
TOTAL				21,773.08

Check/Credit Memo No:

Invoice No. CT2000014
 Date 3/14/2018
 Due Date 3/14/2018
 Customer No. FLO2000
 Page 1 of 1



Bill To
 Florida A&M Dept of Campus Safety & Security
 Accounts Payable
 24000 Wahnish Way
 POM Building-A, STE 128
 Tallahassee, FL 32307

Ship To
 Florida A&M Dept of Campus Safety & Security
 24000 Wahnish Way
 POM Building-A, STE 128
 Tallahassee, FL 32307

Contract/Project Number _____ Purchase Order **170983** Payment Terms _____ Currency _____
 CHIEF TERENCE CALLOV Due Upon Receipt HARRIS-USS

Item No	Description	Quantity	Unit Price	Amount
NOTE	Due on Contract Signing, FLO2000-180307	1.00	0.00	0.00
SMART - CD	Services	1.00	25,366.45	25,366.45
SMART - CD	Software	1.00	7,480.00	7,480.00

RECEIVED
 18 AUG -9 AM 9:50
 ACCOUNTS PAYABLE
 FLORIDA A&M UNIVERSITY
 TALLAHASSEE, FL 32307

Remit To:
 SmartCOP, Inc.
 62133 Collections Center Drive
 Chicago, IL 60693-0621

Subtotal	32,846.45
Misc	0.00
Taxes	0.00
Freight	0.00
Total	32,846.45

Invoice Questions? Please call Carrie Bursey at 613-226-5511 ext 3321 OR e-mail cbursey@harriscomputer.com

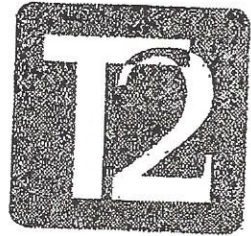
Tax Exempt? Please send your exemption certificate to the address above or email it to cbursey@harriscomputer.com

Thank you for your business!



Invoice Number:
M006617

Invoice Date:
7/20/2018



Bill To:

Florida A & M University
Parking Services; Room 118
2400 Wahnish Way
Tallahassee FL 32307-0001

Ship To:

Florida A & M University
2400 Wahnish Way
Tallahassee FL 32307-0001

Customer ID	Purchase Order No. 171325	Payment Terms	Due Date
1753	FAM-04-0000138782	N90	10/18/2018
Quantity	Description	Unit Price	Extension
1	FLEXPORT: ENFORCEMENT		
	Term: 9/16/2018 through 9/15/2019	\$3,418.63	\$3,418.63

T2 Subscription Summary

Year 3: \$3,351.60 for term 09/16/17 through 09/15/18
Year 4: \$3,418.63 for term 09/16/18 through 09/15/19
Year 5: \$3,487.00 for term 09/16/19 through 09/15/20

As allowed by the Software Subscription Agreement, the annual subscription fee for years 2 - 5 has increased.

1 FLEXPORT: PERMITS

Term: 9/16/2018 through 9/15/2019 \$3,868.45 \$3,868.45

T2 Subscription Summary

Year 3: \$3,792.60 for term 09/16/17 through 09/15/18
Year 4: \$3,868.45 for term 09/16/18 through 09/15/19
Year 5: \$3,945.82 for term 09/16/19 through 09/15/20

As allowed by the Software Subscription Agreement, the annual subscription fee for years 2 - 5 has increased.

RECEIVED

18 AUG 19 AM 11:48

ACCOUNTS PAYABLE
FLORIDA A & M UNIVERSITY
TALLAHASSEE, FL 32307

FLEXPORT: ACCOUNTS

Term: 9/16/2018 through 9/15/2019 \$2,159.14 \$2,159.14

T2 Subscription Summary

Year 3: \$2,116.80 for term 09/16/17 through 09/15/18
Year 4: \$2,159.14 for term 09/16/18 through 09/15/19
Year 5: \$2,202.32 for term 09/16/19 through 09/15/20

As allowed by the Software Subscription Agreement, the annual subscription fee for years 2 - 5 has increased.

Remittance Address:

T2 Systems, Inc.
8900 Keystone Crossing
Suite 700
Indianapolis IN 46240
Federal ID: 75-2533462

Subtotal	\$9,446.22
Misc	\$0.00
Sales Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Balance Due	\$9,446.22

If you have any questions, please call us at (317)524-5500
A fee of 2.5% will be charged for all credit card payments exceeding \$25,000

**Florida Agricultural and Mechanical University
Board of Trustees**



VI.

Approval of Centennial Building Access License



Florida Agricultural and Mechanical University Board of Trustees Action Item

Meeting Date: January 24, 2019

Agenda Item: VI

Item Origination and Authorization				
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____	
Resolution _____	Contract _____	Grant _____	Other <input checked="" type="checkbox"/> X _____	

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

Subject: Agreement and License for Access, Ingress, Egress, and Parking between The Florida Agricultural and Mechanical University Board of Trustees, (“FAMU”) and The Florida State University Board of Trustees (“FSU”)

Rationale:

The property constituting the research and development park, known as Innovation Park is owned by the State of Florida Board of Trustees of the Internal Improvement Trust Fund (“TIITF”), and was originally leased to the Leon County Research and Development Authority (the "LCRDA"). The term of the IP Master Lease expires on January 28, 2074. There are no amendments or modifications to the terms IP Master Lease, however, certain parcels within Innovation Park have been released from the IP Master Lease, and directly leased by TIITF to certain tenants other than the LCRDA, including FAMU and FSU.

FAMU holds a leasehold interest in, among other lots within Innovation Park, vacant Lots 1G, 2G, and 3G, as well as Lot 4G, upon which the Centennial Building is situated and operated by FAMU and depicted on the attached Exhibit “A”.

FSU holds a leasehold interest in Lots 3A through 11A, inclusive, Lots 2B & 3B, Lots 1C through 5C, inclusive, Lot 3F, and Lot 6G-1, all within Innovation Park, and also depicted on the Exhibit “A”

FSU desires to construct upon the FAMU Property, at the sole cost and expense of FSU, a parking lot in accordance with such plans as are mutually agreeable to FAMU and FSU for the mutual use and benefit of FAMU and FSU. The benefit to FAMU will be increased parking near the Centennial building.

In consideration of FSU constructing the Parking Lot, FAMU will grant and convey unto FSU a non-exclusive, limited and revocable license to construct, and, right-to-use the Parking Lot, together with a non-exclusive license and right-of-access for ingress and egress for vehicular and pedestrian traffic over, across, and upon the existing roadways and parking lots on Lot 4G of the FAMU Property, such rights are to be enjoyed in common with FAMU, its tenants, visitors and invitees and others properly having the right to utilize the FAMU Property.



Florida Agricultural and Mechanical University Board of Trustees Action Item

FAMU expressly reserves and retains for itself all rights to make use of the surface of the FAMU Property and the Parking Lot. FAMU shall have the right to grant any licenses or other rights of use on, over and through the FAMU Property and/or the Parking Lot for such purposes as FAMU determines so long as such rights are not inconsistent with or unreasonably interfere with the rights granted to FSU under this License Agreement.

The FAMU License shall begin on the date of execution of this Agreement by the last of the parties and shall continue in effect for as long as FSU maintains and operates the Parking Lot, unless earlier terminated in accordance with the terms of this Agreement.

Recommendation:

The staff at FAMU recommends this Board to consider and approve the request for license substantially as set forth in the agreement (copy of which is attached) and subject to review and approval by the FAMU Office of General Counsel.

Attachments:

1. Exhibit A
2. Draft Agreement and License



Florida Agricultural and Mechanical University Board of Trustees Action Item

EXHIBIT A:





Florida Agricultural and Mechanical University
Board of Trustees Action Item

DRAFT

THIS INSTRUMENT

PREPARED BY:

Dustin N. Dailey, Esq.
Associate General Counsel
The Florida State University
Suite 424 Westcott Building
222 S. Copeland Avenue
Tallahassee, Florida 32306-1400

Parcel No. 410327 G0010

**AGREEMENT AND LICENSE
FOR ACCESS, INGRESS, EGRESS AND PARKING**

THIS AGREEMENT AND LICENSE FOR ACCESS, INGRESS, EGRESS AND PARKING (the "**Agreement**") is made and entered into as of this [_] day of [_____], 2018, by and between **The Florida Agricultural and Mechanical University Board of Trustees**, a public body corporate of the State of Florida ("**FAMU**"), and **The Florida State University Board of Trustees**, a public body corporate of the State of Florida ("**FSU**") (FAMU and FSU may hereinafter be referred to collectively as the "parties").

RECITALS:

A. The property constituting the research and development park located in Leon County, Florida known as Innovation Park ("**Innovation Park**") is owned by the State of Florida Board of Trustees of the Internal Improvement Trust Fund ("**TIITF**"), and was originally leased to the Leon County Research and Development Authority (the "**LCRDA**") pursuant to that certain Lease Agreement between TIITF and LCRDA dated January 28, 1980, and recorded in Official Records Book 1031, Page 1936 of the Public Records of Leon County, Florida (the "**IP Master Lease**"). The term of the IP Master Lease expires on January 28, 2074. There are no amendments or modifications to the terms IP Master Lease, however, certain parcels within Innovation Park have been released from the IP Master Lease, and directly leased by TIITF to certain tenants other than the LCRDA, including FAMU and FSU. For reference, a map of Innovation Park is attached hereto as **Exhibit "A"** showing the respective leasehold interest held by LCRDA, FAMU, and FSU.

B. FAMU holds a leasehold interest in, among other lots within Innovation Park, vacant **Lots 1G, 2G, and 3G**, as well as **Lot 4G**, upon which the Centennial Building is situated and operated by FAMU, said hereinafter referred to as the "**FAMU Property**" and depicted on the attached **Exhibit "A"**. FAMU received these lots by virtue of Amendment No. 8 to its Master Lease No. 2723 with TIITF, and pursuant to that certain Memorandum of Understanding between LCRDA, FAMU and FSU, dated November 12, 2013 (the "**Innovation Park MOU**").

C. FSU holds a leasehold interest in **Lots 3A through 11A**, inclusive,



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Lots 2B & 3B, Lots 1C through 5C, inclusive, Lot 3F, and Lot 6G-1, all within Innovation Park, by virtue of its Master Lease No. 2736 with TIITF, which lots are hereinafter designated for purposes of this Agreement as the **“FSU Property”** and also depicted on the **Exhibit “A”** (the FAMU Property and the FSU Property are sometimes collectively referred to herein as the **“Property”**).

D. FSU desires to construct upon the FAMU Property, at the sole cost and expense of FSU, a parking lot in accordance with such plans as are mutually agreeable to FAMU and FSU and in such location as generally depicted on **Exhibit “B”** attached hereto (the **“Parking Lot”**), for the mutual use and benefit of FAMU and FSU as more particular set forth in this Agreement.

E. FAMU and FSU each desire to enter into this Agreement to evidence their intent that, following construction of the Parking Lot, FSU and its tenants and invitees as described below, shall have certain rights of access, ingress and egress to and from the FAMU Property, and parking over, across and on the FAMU Property, all as more particularly set forth below.

NOW THEREFORE, in consideration of the premises and the mutual and dependent covenants, terms, conditions and restrictions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby grant, declare, covenant and agree as follows:

1. Grant of License and Right-to-Use.

A. In consideration of FSU constructing the Parking Lot in the manner hereinafter described and performing its other obligations relating thereto and as otherwise set forth herein, FAMU hereby grants and conveys unto FSU, its tenants, visitors, and invitees, to and for the benefit of the FSU, (i) a non-exclusive, limited and revocable license to construct, and, thereafter, the right-to-use the Parking Lot, (ii) together with a non-exclusive license and right-of-access for ingress and egress for vehicular and pedestrian traffic over, across, and upon the existing roadways and parking lots on **Lot 4G** of the FAMU Property as depicted on **Exhibit “B”** attached hereto (the **“Existing Drive”**) to and from the Parking Lot, such rights are to be enjoyed in common with FAMU, its tenants, visitors and invitees and others properly having the right to utilize the FAMU Property (hereinafter the **“FAMU License”**). The FAMU License shall in no event include rights for truck or equipment storage, or similar purposes, and the rights granted for the benefit of the FSU are expressly limited to the matters set forth herein.

B. FAMU expressly reserves and retains for itself all rights to make use of the surface of the FAMU Property and the Parking Lot. Without limiting the forgoing, FSU expressly acknowledges and agrees that FAMU has reserved the right to use the Parking Lot, without compensation or payment of any kind. FAMU shall have the right to grant any easements, licenses or other rights of use on, over and through the FAMU Property and/or the Parking Lot for such



Florida Agricultural and Mechanical University Board of Trustees Action Item

purposes as FAMU determines so long as such rights are not inconsistent with or unreasonably interfere with the rights granted to FSU under this Agreement.

C. The FAMU License shall begin on the date of execution of this Agreement by the last of the parties and shall continue in effect for as long as FSU maintains and operates the Parking Lot, unless earlier terminated in accordance with the terms of this Agreement.

2. **Nature of Grant; Right of Termination.** Both FSU and FAMU recognize and acknowledge that the terms of this Agreement and the actions of both parties are subject to the terms of each party's respective master lease with TIITF. The rights and privileges granted hereunder shall be enjoyed on a limited, non-exclusive basis only as expressly set forth above on a "***first-come, first-served, as-available***" basis and otherwise in common with other users, and those conducting business at the Property. FSU hereby recognizes, acknowledges and agrees that: [i] this Agreement and the privileges granted to FSU hereunder are expressly contingent upon FSU completing construction of the Parking Lot in accordance with plans and specifications approved by FAMU pursuant to this Agreement no later than **July 1, 2022** (the "**Outside Completion Date**"); [ii] if the construction of the Parking Lot is not so completed by the Outside Completion Date, this Agreement may be terminated by either party delivering written notice to the other party thirty days prior to the termination date, and shall upon the termination date become null and void and of not further force an effect; and [iii] neither FSU nor any person utilizing the FAMU Property as set forth herein shall have any right to place any signs, advertising or endorsements of any kind or nature upon or around the FAMU Property, or to otherwise utilize, access, disturb or otherwise impede any other portion of the FAMU Property. After the Parking Lot is completed, FSU shall have the right to terminate this Agreement at any time by providing FAMU with written notice ninety (90) days prior to the termination date. The parties agree that in the event FSU so terminates this Agreement that FSU shall not be required to restore the FAMU Property, and FAMU will accept the Parking Lot in an "AS IS, WHERE IS" condition, with all faults, and without warranty of any kind from FSU, express or implied, including warranty of quality, merchantability or fitness for a particular purpose.

3. **Construction of Parking Lot.**

A. FAMU acknowledges that FSU intends to construct, at the sole cost and expense of FSU, certain improvements on the FAMU Property which will comprise the Parking Lot having not to exceed ***seventy (70) parking spaces***, including grading, fill and compaction of soil, installation of necessary retaining and supporting walls, bracings and structures, laying asphalt, and constructing stairs and bridges and other related improvements. FSU shall submit to FAMU, for review and approval by FAMU, a detailed plan showing the proposed design, architectural and



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construction plans and schematics, and the location of the Parking Lot and all such related improvements to be constructed upon the FAMU Property and otherwise with respect thereto (the “**Plans**”). FAMU shall have forty-five (45) days from receiving the Plans to review and submit any comments, objections, or approval to FSU. Failure by FAMU to respond within forty-five (45) days of FAMU’s receipt shall be deemed an approval. FAMU shall not unreasonably withhold, condition, or delay its approval of the Plans.

B. FSU agrees to work with such engineers, architects, contractors, consultants and other persons designated by FAMU, or which are otherwise acceptable to FAMU, to address any questions, concerns or objections that FAMU may have regarding the proposed construction of the Parking Lot and FAMU shall have the right to supervise all work performed, services rendered, and materials furnished in connection with the construction thereof. The Parking Lot and all such related improvements shall be: [i] constructed in a manner reasonably acceptable to FAMU and otherwise in a good and workmanlike manner and in accordance with all applicable building laws and codes; [ii] installed in a location upon the FAMU Property across such routes or areas as are designated by FAMU on the attached **Exhibit “B”**; [iii] installed in a manner such that the work is performed, and the operation thereof shall occur, as practically as feasible, in a minimally invasive or disruptive manner; and [iv] performed in reasonable cooperation with FAMU and at times designed to create the least amount of disruption to FAMU and the Centennial Building. FSU shall: [i] promptly pay the entire cost of all work performed, services rendered, and materials finished in connection with the initial construction of the Parking Lot, and all costs attributable to any alterations and subsequent improvements (including without limitation all permit, license and connection fees (if any) and fees payable to third-parties); and [ii] promptly repair any damage to any other portion of the FAMU Property caused by any such construction and activities.

C. FAMU hereby grants to FSU a non-exclusive limited ground and aerial temporary right-of-access, right-of-entry and right-of-use over, under, and through the FAMU Property, and for ingress and egress over and through the FAMU Property, for the limited purpose of: [i] constructing, installing, repairing, reconstruction, rebuilding, generally maintaining, or replacing the Parking Lot; and [ii] painting, inspecting, testing, repairing, resurfacing, replacing, and cleaning the Parking Lot and any improvements relating thereto. The rights granted to FSU in this Section 3.C. shall be temporary in nature and the use of the FAMU Property in connection therewith shall be limited in duration in each instance, and shall be utilized only for such period and only to such limited extent as is reasonably necessary in order to complete the activity for which the temporary use is claimed. The exercise of the rights of FSU as set forth herein are subject to the prior approval of FAMU in each instance, which such approval shall not be unreasonably withheld or delayed.

4. Maintenance Covenants.



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A. FAMU Property. Following the construction of the Parking Lot, FAMU agrees to keep its respective portions of the FAMU Property (other than the Parking Lot), and the Existing Drive, in good condition and repair, including without limitation maintaining and repairing all sidewalks and the surfaces of the existing parking, drive and roadway areas, keeping the same in a good and passable condition under all traffic and weather conditions, and removing all papers, debris and other refuse from and periodically sweeping all parking, drive and road areas to the extent necessary to maintain the same in a neat, clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and drives, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair.

B. Parking Lot. FSU agrees to maintain and bear the cost and expense of maintaining the Parking Lot in the same good condition and repair as required for the FAMU Property and Existing Drive in Section 4.A. The Parking Lot shall be maintained in a good and passable condition under all traffic and weather conditions and shall be kept open for fire-fighting equipment and other emergency vehicles.

C. Special Damage. [RESERVED]

D. CAM Fees, Special Assessments, Etc. Notwithstanding anything else in the Agreement, each party agrees that it shall remain solely responsible for any CAM fees, CAM expenses, ADMIN fees, ADMIN expenses, EDM fees or expenses, or any other fees or assessments due for its respective lots within Innovation Park without regard for the construction of the Parking Lot and related improvements, and each party shall pay any such fee or expense for its lots without demand for contribution from the other party.

5. Liability for Injury or Damage. Each party agrees to be liable for any and all claims, injuries, and damages arising out of the negligent or wrongful acts of its officers, employees, or agents. Provided, however, nothing herein shall be construed or deemed as an indemnity or a waiver of sovereign immunity enjoyed by either party hereto, as provided in Section 768.28, Florida Statutes, or any other law providing limitations on claims, as either may be amended from time to time.

6. Insurance Coverages. The parties hereby acknowledge and agree that each is an agency of the State of Florida for insurance purposes and thereby covered by the State Risk Management Trust Fund, pursuant to Florida law and subject to the limitations set forth in section 768.28, Florida Statutes, with general liability limits in the amount of \$200,000.00 per individual and \$300,000.00 per incident in the aggregate or occurrence for personal injury, death and property damage on the state land covered by this Agreement. FSU and FAMU will each look to its own insurance for recovery of any loss resulting from a casualty.



Florida Agricultural and Mechanical University
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7. **Authorizations- Cooperative Effort.** FAMU shall encourage, support, and assist with, and shall not directly or indirectly oppose, any approvals or authorizations sought by FSU, its affiliates, agents, and/or assigns, in connection with the approval, construction, or operation of the Parking Lot.

8. **Miscellaneous.**

A. The FAMU License and rights hereinabove granted shall be used and enjoyed only in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of the owner or occupant of the burdened property.

B. Neither FAMU nor FSU will construct any structure within the Existing Drive or the Parking Lot or otherwise impede access, ingress and egress across the same for the enjoyment thereof as contemplated by this Agreement. Except as provided with respect to the termination right provided herein, FAMU and FSU shall not take any action which would materially and adversely affect the other party's access, right to use and enjoy, or availability of, the Existing Drive or the Parking Lot.

C. This Agreement may only be modified or terminated by a written document entered into and executed by both parties hereto, including their respective successors and assigns.

D. No delay or omission by either party in the exercise of any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants, conditions or agreements to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants, conditions or agreements contained herein.

E. This Agreement shall be governed by and construed under the laws of the State of Florida. Any litigation arising from, concerning or relating to this Agreement shall be resolved by a court of competent jurisdiction in Leon County, Florida. The parties waive the right to trial by jury in any dispute or litigation arising from, concerning or relating to this Agreement.

F. Either party to this Agreement may, either at law or in equity, by suit, action, injunction, or other proceedings, enforce and compel performance of this Agreement by the other party.

G. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a relationship of principal and agent, partnership, joint venture, or any other association between the parties, or to render either liable for any of the debts or obligations of the other party.



Florida Agricultural and Mechanical University Board of Trustees Action Item

H. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the FAMU Property or the FSU Property.

I. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition that is not invalid or unenforceable, shall not be affected thereby, and each term, provision and condition shall be valid and enforceable to the fullest extent permitted by law.

J. Neither party shall have the right to assign this Agreement or otherwise delegate any of its duties, obligations and liabilities hereunder without the written consent of the other. This Agreement shall be binding upon, and shall inure to the benefit of, FAMU and FSU and their respective successors and permitted assigns.

K. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

L. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if sent certified mail, return receipt requested, postage prepaid, electronic mail (“Email”) or personally delivered, to the address for the receiving party set forth below or to such other address as the receiving party may have designated in written notice to the sending party, sent in accordance with this Section.

Florida State University Board of Trustees Facilities Department Attn: David Thayer, Assistant Director of Planning Mendenhall Bldg A (MMA) 969 Learning Way Tallahassee, FL 32306 Mail Code: 4158 Phone: (850) 644-3369 Email: dthayer@fsu.edu	Florida Agricultural & Mechanical University Board of Trustees Attn: _____ _____ _____ _____ _____ Phone: _____ Email: _____
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M. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. To facilitate execution and delivery of Agreement, the parties may execute and exchange executed counterparts by



Florida Agricultural and Mechanical University Board of Trustees Action Item

facsimile or e-mail in a PDF file to the other party or to the other party's counsel. Facsimile signatures or signatures in a PDF file shall have the same legal effect as original signatures.

N. By executing this Agreement, the undersigned represent and certify that they have the authority to enter into and execute this Agreement on behalf of their respective parties.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGES FOLLOW]**



Florida Agricultural and Mechanical University
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IN WITNESS WHEREOF, witness the signatures of the parties to this Agreement as of the date first written above.

FAMU:

Signed, sealed and delivered in our presence:

THE FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida

Witness No. 1

—
Signature

—
Print Name

BY: _____

—
Larry Robinson, Ph.D.
As its President

Witness No. 2

—
Signature

—
Print Name

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this ____ day of June, 2018, by Larry Robinson, Ph.D., as President of The Florida Agricultural and Mechanical University Board of Trustees, a public body corporate of the State of Florida. He [] is personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____



Florida Agricultural and Mechanical University
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FSU:

Signed, sealed and delivered in our presence:

THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, a public body corporate of the State of Florida, acting for and on behalf of The Florida State University

Witness No. 1

—
Signature

—
Print Name

BY: _____

Witness No. 2

—
Kyle Clark
As its Vice President
for Finance and Administration

—
Signature

—
Print Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of June, 2018, by Kyle Clark, as Vice President of Finance and Administration for The Florida State University Board of Trustees, a public body corporate of the State of Florida. He [] is personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____



Florida Agricultural and Mechanical University Board of Trustees Action Item

EXHIBIT "A"



Land Ownership Color Key

- | | | | | | |
|---------------------------|--|-------------------------|--|--------------------------|--|
| LCRDA undeveloped land | | FSU undeveloped land | | FAMU undeveloped land | |
| LCRDA land with buildings | | FSU land with buildings | | FAMU land with buildings | |



Florida Agricultural and Mechanical University Board of Trustees Action Item

EXHIBIT "B" (Depiction of Parking Lot Location and Existing Drive)



This document and the information contained herein are for informational purposes only and do not constitute an offer of insurance or any other financial product. Florida State University is not a licensed insurance agent and does not provide insurance services. The information contained herein is for informational purposes only and should not be used as a basis for any investment or financial decision. The information contained herein is for informational purposes only and should not be used as a basis for any investment or financial decision. For an authoritative source of information about legal and financial services, please contact your attorney or financial advisor.



Florida State University Southwest Campus Easement

Legend:
Easement
FSU Building
FSU Parking
Non-Campus Parking



Scale: 0 0.0100 0.0200 0.0400 Miles
Source: FSC Facilities Planning & TLOCS

Map created by:
George Rios
Facilities Planning & Space Management
GSR@FSU.EDU
March 2018