



AGENDA

**THE UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES**

**Finance, Facilities & Operations Committee Virtual Meeting via Zoom Webinar
August 19, 2021**

**University of West Florida
11000 University Pkwy. Pensacola, FL
The Alumni Room, Bldg. 12**

*To join this virtual public board meeting, please follow these Zoom Webinar instructions:
<https://uwf.zoom.us/j/83316991591?pwd=OGZ2RU9NcUlwZlNjbElyWjhvbldwZz09> Passcode: 003386*

Call to Order/Roll Call. Bob Sires, Chair

Chair’s Greeting Bob Sires

Action Items:

1. Approval of Updated Memorandums of Understanding Between the Direct Support Organizations and the University of West Florida
2. Approval of Statewide Mutual Aid Agreement
3. Approval of Amendment 5 to Master Lease (#2722) Between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the UWF Board of Trustees

Information Items:

Other Business:

Adjournment

**UWF Board of Trustees Meeting
Finance, Facilities & Operations Committee
August 19, 2021**

Issue: Updated MOUs between the DSOs and the University

Proposed Action: Approval

Background Information:

UWF has three direct support organizations (DSO): UWF Foundation, Business Enterprises, Inc., and West Florida Historic Preservation. A UWF Trustee sits on each of the DSO Board of Directors. UWF administration worked with the leaders of the DSOs, reviewed existing memorandums of understanding between the DSO and the University, identified some enhancements, and worked with DSO administration to update their MOUs for approval by their Boards of Directors. These updated MOUs are being presented today to the UWF BOT for acceptance purposes.

The Florida Auditor General Operational Audit Report (#2020-152) issued March 2020, included one finding related to Direct Support Organizations and Trustee oversight. The Auditor General recommended university rules and records supporting university property, facilities and personal services used by the university DSOs could be improved. Our response to the finding stated the University's activities and processes are compliant with Section 1004.28, Florida Statutes, "Direct Support Organizations," and Board of Governors Regulation 9.011 "University Direct Support Organizations and Health Services Support Organizations," and UWF Regulation 5.016 "Direct Support Organizations," which require accountability and transparency of a DSO's use of university property, facilities, and personnel services. We agreed to collaborate with the Board of Trustees and DSO administration to identify potential enhancements to our processes and documentation retained. Changes for each agreement are summarized below.

UWF Foundation, Inc. -approved June 9, 2021

- Updated Memorandum of Understanding

Business Enterprises, Inc. -approved April 26, 2021

- Bylaws
- Master Management Agreement
- MOU for Operations:

West Florida Historic Preservation, Inc. -approved July 26, 2021

- Second Amendment to the Operating Agreement

Implementation Plan: Effective upon full execution.

Fiscal Implications: Fiscal oversight by the UWF Board of Trustees

Supporting documents:

- Summary of Changes
 - Memorandum of Understanding Between the University of West Florida and the University of West Florida Foundation, Inc.
 - Agreements Between the University of West Florida and Business Enterprises, Inc.
 - Operating Agreement Between the University of West Florida Board of Trustees and West Florida Historic Preservation, Inc.
- Updated Memorandum of Understanding Between the University of West Florida and the University of West Florida Foundation, Inc., adopted June 9, 2021
- Updated Bylaws of Business Enterprises, Inc., adopted April 27, 2021
- Updated Memorandum of Understanding for Operations Between the University of West Florida and Business Enterprises, Inc., adopted April 27, 2021
- Updated Master Management Agreement Between The University of West Florida and Business Enterprises, Inc., April 27, 2021
- Second Amendment to the Operating Agreement Between the University of West Florida Board of Trustees and West Florida Historic Preservation, Inc., adopted July 26, 2021 (redline and clean)

Prepared by:

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Rob Overton, Executive Director, West Florida Historic Trust, 850-595-9985, roverton@uwf.edu

Presenter:

Betsy Bowers, Vice President, Finance and Administration, 850-474-2210, bbowers@uwf.edu

Summary of Changes to the **UWF Foundation, Inc.**, Memorandum of Understanding

Approved by UWF Foundation Board of Directors June 9, 2021

Presented to UWF Board of Trustees August 19, 2021

General Governance:

- Reference included to current statute section 1004.28, Florida Statutes; and Florida Board of Governors' Regulation 9.011; University Regulation 5.016; and other applicable provisions of law.
- ☐ The BOT, per BOG regulations, shall prescribe by regulation required conditions for Foundation use of property, facilities, or personal services.
- ☐ All references to Foundation Executive Director revised to "President."

University Name, Seal and Logotype:

- ☐ University Marks be used only in connection with services rendered for benefit of the University and following UWF direction. Use of University Marks may not be delegated and must be accompanied by a clear indication that Foundation is conducting business in its name for UWF's benefit.

Foundation and UWF Relationship:

- Affirmation included that the Foundation will at all times operate consistent with UWF goals and following Florida DSO laws, BOG regs, and applicable UWF regs.
- ☐ Reference included to public records disclosure exemption in Section 1004.28, Fla Stat, and requirement included that UWF establishes and enforces policies supporting the Foundation's ability to respect donor privacy and confidentiality.
- Acknowledgment expanded that Foundation and UWF are independent entities responsible for their acts and omissions and that each party's liability to the other is limited to the extent defined by agreement duly approved by both parties and/or any other appropriate regulatory body, such as BOG.
- ☐ BOT Chair shall appoint at least one representative to the Foundation BOD and the Foundation executive committee. UWF President or designee shall also serve on Foundation BOD and executive committee. BOT shall approve all other appointments following Fla Stat, 1004.28.
- UWF in-kind support expanded to include use of University premises, technology resources, professional or other staff such as accounting/finance staff, procurement, legal counsel as appropriate, facilities maintenance, and the like.
- Affirmation that UWF is responsible for the employment, compensation, and evaluation of all its employees, including employees assigned to perform Foundation work.

Asset Management:

- Foundation will manage assets following its gift policies and applicable law.

Funding and Administration:

- Foundation will establish an annual budget to be approved by BOD and BOT. Significant changes in planned expenditures in the approved budget must be reported to the BOT as soon as practicable.
- Foundation will collaborate with the BOT to formalize agreements establishing the basis for any payments received from UWF. Allowable transfers shall be formalized in writing or electronically with a retrievable transaction trail. All payments shall be limited by applicable BOG and UWF regs governing DSOs.

Summary of Changes to the **UWF Foundation, Inc.**, Memorandum of Understanding

Approved by UWF Foundation Board of Directors June 9, 2021

Presented to UWF Board of Trustees August 19, 2021

Communication Between BOT and Foundation Board (Financial Accountability):

- Foundation's annual financial audit will be obtained through an independent certified public accountant and will be following rules adopted by BOT and Auditor General.
- Foundation will annually report its anticipated use of UWF resources to BOT. The report will identify employees who provide Foundation services and square footage of UWF buildings areas utilized as Foundation office space. UWF may then ascribe the property value under its internal valuation formula.
- Foundation will annually certify to BOT via a letter signed by Foundation CEO and CFO that all UWF resources allocated in the prior fiscal year were used for the purposes approved by BOT.
- The exception to otherwise required BOT approval for amendments to Foundation Articles or Bylaws occurring through the operation of law.
- In the event the Foundation is decertified as DSO or ceases to exist, it shall pay all liabilities and distribute remaining assets per BOT regulations and applicable Florida law. Should the Foundation cease to qualify as an I.R.C. §501(c)(3) organization, it will transfer its assets and property to UWF, to a reincorporated successor Foundation, or the state or federal government for public purposes, following applicable law and donor intent.

Summary of Changes to the **Business Enterprises, Inc.**, Agreements

Approved by BEI Board of Directors April 26, 2021

Presented to UWF Board of Trustees August 19, 2021

- Bylaws
 - Bylaw amendments are to be sent to the General Counsel for Review.

- Master Management Agreement
 - Revisions reaffirming that the annual BEI budget will be provided to the UWF BOT by May 1st.
 - Concurrently, the planned use of University resources will be reported to UWF BOT.

- MOU for Operations: Revisions and updates include:
 - Reaffirmation that the BOT is legally responsible for overseeing the mission, leadership and oversight of all aspects of the University's operations. Reconfirmation that BEI exists exclusively to support the best interests and mission of the University and will operate per provisions of Florida Statutes.
 - Confirmation that the Chair of the BOT shall appoint at least n representative to the Board of Directors and the executive of the Board of Directors and that the President of the University or designee shall serve on the Board of Directors and executive committee.
 - Confirmation that any amendments to the Articles of Incorporation or Bylaws of BEI shall be submitted by the UWF President to the BOT before becoming effective.
 - Confirmation that in the event BEI is decertified or cease to exist BEI shall, after making provisions for payment of all liabilities, distribute all remaining assets of BEI to the University.
 - Acknowledgment that BEI and UWF are independent entities and neither is liable the obligations of the other and that each is responsible for its acts or omissions, and BEI's BOD is responsible for the control and management of all BEI's assets
 - Acknowledgment that the University is responsible for the employment, compensation and evaluation of its employees, including any employees assigned to perform work on behalf of BEI and that such employees shall be considered an agent of BEI for that limited purpose.
 - A requirement that the University President will designate a University employee outside the BEI CEO's line of Command for consultation and review (the "President's Appointee"). Appointment of the University's Chief Finance Officer who shall determine whether any planned activities should be presented to the University Cabinet for information and advice.
 - Reaffirmation that BEI agrees to comply with all applicable laws governing University direct support organizations in Florida including but not limited to Florida Statutes, Florida Board of Governors' regulations, policies, rules, guidelines, and applicable University regulations, policies, rules and guidelines.
 - Confirmation that the Board of Trustees shall prescribe by regulation conditions with which BEI must comply to use property, facilities, or personal serves at the University.

Summary of Changes to the **West Florida Historic Preservation, Inc.**, Operating Agreement-Amendment 2
Approved by UWF WFHP Board of Directors July 26, 2021
Presented to UWF Board of Trustees August 19, 2021

On July 1, 2001, the UWF Board of Trustees and West Florida Historic Preservation, Inc. entered into an ongoing Operating Agreement to serve as a direct support organization in carrying out historical preservation and historical educational purposes in Pensacola.

- o The First Amendment was dated December 16, 2008.
- o This Second Amendment is intended to address State of Florida Auditor General Operational Audit recommendations and update the list of properties managed by the WFHPI.

Miscellaneous Governance:

- Reference repeal of s. 240.299, Fla. Stat. and enactment of s. 1004.28 re: DSOs.
- Strike First Amendment's erroneous reference to Renewal Document.
- Affirm WFHPI will operate pursuant to s. 1004.28 and will not enter into contracts or engage in activities other than those in furtherance or support UWF activities. WFHPI is a DSO and an instrumentality of UWF.

Properties:

- Update Exhibit A list of properties managed by WFHPI:
 - o No properties removed;
 - o Three added: (1) PMA, (2) Arbona Building, and (3) Beacon Building.

Employees:

- UWF will document employee time and associated cost provided to WFHPI. WFHPI will support UWF's documentation efforts.

Finances / Annual Budget:

- WFHPI will annually report to BOT anticipated uses of UWF resources, including employees and square footage of UWF buildings used for office space. This will assist UWF in meeting its reporting requirements.
- WFHPI will annually certify that all UWF resources allocated in the prior fiscal year were used for approved purposes.
- For all payments made to WFHPI from UWF outside of UWF-controlled accounts, WFHPI will work with BOT to formalize an agreement establishing the basis. Payments must have retrievable transaction trails and must be made pursuant to applicable BOG and UWF regulations regarding DSOs.
- WFHPI will provide an annual financial and compliance audit. UWF, the Florida Auditor General, or other legally authorized entity may obtain detail and data regarding WFHPI's operation. Donors or prospective donors may remain anonymous. Other WFHPI financial records are confidential and exempt from s.119.07(1), Fla. Stat.

Summary of Changes to the **West Florida Historic Preservation, Inc.**, Operating Agreement-Amendment 2
Approved by UWF WFHP Board of Directors July 26, 2021
Presented to UWF Board of Trustees August 19, 2021

Public Records Policy:

- WFHPI may keep records and data confidential as provided by law, including the exemption from public records disclosure in s. 1004.28, Fla. Stat.

Materials and Services:

- WFHPI will annually submit its proposed construction/renovation project list to the VP of Advancement or other UWF designee. The list will be updated as appropriate and presented to the UWF President or designee pursuant to Section 4.

Summary of Changes to the **Business Enterprises, Inc.**, Agreements

Approved by BEI Board of Directors April 26, 2021

Presented to UWF Board of Trustees August 19, 2021

o A requirement that BEI will report its anticipated use of University resources to the Board of Trustees on an annual basis for approval. The report will identify the number and position of employees who will provide personal services to BEI, as well as the square footage of the areas in the University building which will be utilized as office space by BEI. The University annually obtains confirmation and other documentation from BEI management affirming that University resources were used only for purposes approved by the Trustees.

o BEI is responsible for establishing a financial plan and annual operating budget which shall be approved by the Board of Directors and Board of Trustees.

o To the extent payments are made to BEI from the university or from BEI to the University, all payments shall be limited by applicable Florida Board of Governors regulation and University regulation governing direct support organizations. Any allowable transfers shall be formalized in a written agreement or electronically in a form that has a retrievable transaction trail establishing the basis for any such payments.

o BEI shall provide for an annual financial audit of its accounts and records to be conducted by an independent certified public accountant per rules adopted by the State of Florida Auditor General and by the Board of Trustees. The Board of Trustees will receive a copy of the audit and the annual audited financial statements, including management letter, and will certify the compliance of BEI with applicable statutes and rules concerning direct support organizations of the University.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WEST FLORIDA
AND
THE UNIVERSITY OF WEST FLORIDA FOUNDATION, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is made and entered into on the last date signed below by and between the University of West Florida (“the University”), acting for and on behalf of the University of West Florida Board of Trustees (“the Board of Trustees”) and the University of West Florida Foundation, Inc. (“UWF Foundation” or “the Foundation”), acting on behalf of the University of West Florida Foundation, Inc. Board of Directors (“Foundation Board of Directors” or “the Foundation Board”).

WHEREAS, the UWF Foundation is a direct support organization of the University as defined in section 1004.28, Florida Statutes; Florida Board of Governors’ Regulation 9.011; University Regulation 5.016; and other applicable provisions of law;

WHEREAS, the UWF Foundation was organized and incorporated in 1965 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University;

WHEREAS, the UWF Foundation exists to encourage, manage and administer private resources to support the mission and priorities of the University, as established by the Board of Trustees and the President of the University;

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment and in addressing, through financial support, the long-term academic and other priorities of the University and to provide opportunities for students and a margin of institutional excellence unavailable with state funds;

WHEREAS, the Foundation is a not for profit corporation under the provisions of Chapter 617 of the Florida Statutes, and qualifies under IRC §501(c)(3) for tax purposes. The Foundation has responsibility to encourage, manage and administer gifts and bequests of property and funds for scientific, educational and charitable purposes, all for the advancement of the University and its objectives; to promote and support education; to provide funds which are not provided from public sources for use in the furtherance of the educational mission and welfare of the University, its faculty and students and educational facilities, including dormitories; and to do and perform any acts and expend its funds in a manner consistent with the spirit and intent of its donors. Moreover, in accordance with the Bylaws, Board members of the Foundation have a responsibility to maintain knowledge of the University’s mission, programs, resources, and needs, to serve as effective University spokespersons in the community; to assist the President and Foundation staff in establishing and maintaining a favorable climate for giving; to participate actively in the fundraising programs of the Foundation through attendance at meetings and by providing financial support of the University on a regular basis; to review and

approve the Foundation's annual operating budget; and to determine investment goals and objectives of the Foundation's investments;

WHEREAS, in connection with its fund-raising and asset-management activities, the Foundation assists with funding of personnel experienced in planning for and managing private contributions and works with the University to assist and advise in such activities; and

WHEREAS, the University and the UWF Foundation desire to enter into this MOU to memorialize the roles and responsibilities of each party to the other party, in an effort to further contribute to the coordination of their mutual activities.

NOW THEREFORE, for and in consideration of the mutual commitments, obligations, and benefits hereby undertaken, the Parties agree as follows:

I. *Use of University Name, Seal and Logotype*

- A. Consistent with its mission to help to advance the plans and objectives of the University, the Foundation may use the University's name. Furthermore, by mutual agreement, the Foundation may utilize the University's seal, logos, acronyms, and other symbols ("University Marks") in the promotion of its business and activities, provided that, the Foundation clearly communicates that it is conducting business in its own name for the benefit of the University. All correspondence, advertisements, and other communications by the Foundation must clearly indicate the communication is by the Foundation and not from the University. The Foundation may use University Marks only in connection with the services rendered for the benefit of the University and in accordance with the guidance and directions furnished to the Foundation by the University, or its representatives or agents, from time to time. The University shall exercise control over and be the sole judge of whether or not the Foundation has met or is meeting the established standards of quality.
- B. The Foundation is not authorized to delegate the authority to use any University marks to any person or entity.

II. *Institutional Governance*

- A. The Board of Trustees is responsible for the effective governance of the University including setting the strategic mission and vision; employment and compensation of the University President; ensuring adequate resources and fiscal prudence; ensuring quality academic programs that meet the needs of the region; and ensuring that the University's direct support organizations operates in accordance with section 1004.28, Florida Statutes.
- B. The Board of Trustees, in accordance with regulations and guidelines of the Board of Governors, shall prescribe by regulation any required conditions with which the Foundation must comply in order to use property, facilities, or personal services.

III. Board of Trustees Support of Foundation's Role

The Board of Trustees recognizes the critical role played by the Foundation in advancing the University by encouraging, managing and administering charitable gifts from alumni, friends, corporations and foundations. The Trustees are committed to actively support, and to work in partnership with the Foundation Board to encourage giving and effective stewardship. The Board of Trustees will support the Foundation's efforts whenever possible through advocacy, participation in fundraising and/or donor recognition activities, and personal financial support. It is recognized that all who serve on any of the UWF boards have an important role in shaping the University's future.

IV. The Foundation's Relationship to the University

- A. The Foundation is a not for profit corporation under the provisions of Chapter 617 of the Florida Statutes and qualifies under IRC §501(c)(3) for tax purposes. The Foundation was created to serve the best interests of the University and raise, manage, distribute and steward private resources to support the various missions of the University.
- B. The Foundation will at all times operate in a manner that is consistent with the goals of the University and in accordance with all applicable laws governing University direct support organizations in Florida including, but not limited to Florida Statutes and Florida Board of Governors' regulations and guidelines, and applicable University regulations.
- C. The Foundation Board of Directors is responsible for the control and investment of all assets of the Foundation, including the prudent management of all gifts consistent with donor intent.
- D. The Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of Bylaws that clearly address the Board of Director's fiduciary responsibilities, including expectations of its individual Board members based upon ethical guidelines and policies.
- E. The President of the Foundation is selected by the President of the University in accordance with Florida law and University policy. The Foundation President reports to the University President or a designee reporting directly to the President. The Foundation President shall advise, inform, and serve as a key liaison to the Foundation Board of Directors, especially with respect to business and fiduciary matters. The Foundation President is responsible for implementing Foundation policies and actions taken by the Foundation Board of Directors.
- F. The Foundation may earmark a portion of its unrestricted funds to a discretionary fund for the University or the President of the University and will either transfer a percentage of those funds annually to the University in compliance with state law and University policies or reimburse appropriate University or Presidential expenditures. All such expenditures must comply with I.R.C. §501(c)(3) and be consistent with the Foundation's

mission. Such funds will be audited as part of the Foundation's annual independent audit, as described below in Section VIII.

V. The University's Relationship to the Foundation

- A. The University President is responsible for communicating the University's priorities and long-term plans, as approved by the Board of Trustees, to the Foundation.
- B. The University recognizes that the Foundation is a private corporation with the authority to keep records and data confidential consistent with Florida law, including, but not limited to, the exemption from public records disclosure set forth in Section 1004.28, Florida Statutes. The University shall establish and enforce policies supporting the Foundation's ability to respect the privacy and confidentiality of donor records in accordance with Florida law.
- C. The Foundation and the University acknowledge that each is an independent entity and that neither will be liable, nor will be held out by the other as liable, for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, employees or agents. Each party's liability to the other shall be limited to the extent defined by agreement duly approved by the University and the Foundation and/or any other appropriate regulatory body, such as the Florida Board of Governors. The Foundation is a separately incorporated I.R.C. §501(c)(3) non-profit organization that is responsible for its own acts or omissions.
- D. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University.
- E. The Chair of the Board of Trustees shall appoint at least one representative to the Foundation Board of Directors and the executive committee of the Foundation. The University President or President's designee shall also serve on the Foundation Board of Directors and Foundation executive committee. The Board of Trustees shall approve all other appointments in accordance with Section 1004.28, Florida Statutes, as it may be amended from time to time. .
- F. In consideration of Foundation services, where permitted by law, the University may provide the Foundation with fair and reasonable compensation or payment for services. The amount of compensation may be negotiated on an annual basis by year-end of the preceding year, in accordance with University regulations and policies. In consideration of Foundation services, the University may also provide in-kind support, including but not limited to use of University premises, technology resources, professional or other staff such as accounting/finance staff, procurement, legal counsel as appropriate, facilities maintenance, and the like..
- G. Similarly, in consideration of University services, the Foundation may provide the University with fair and reasonable compensation or payment for services. The amount of compensation may be negotiated on an annual basis by year-end of the preceding year

in accordance with University regulations and policies. In consideration of University services, the Foundation may also provide in-kind support.

- H. The University is responsible for the employment, compensation, and evaluation of all its employees, including any employees assigned to perform any work or functions on behalf of the Foundation. In the event the Foundation employs personnel directly, it shall be responsible for the employment, compensation, and evaluation of its employees.
- I. The University shall establish and enforce policies that support the UWF Foundation's ability to respect the privacy and confidentiality of donor records in accordance with Florida law.

VI. Foundation Responsibilities

A. Fund-Raising

1. The Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of the University.
2. The Foundation, in consultation with the University President, is responsible for planning and executing comprehensive fund-raising and donor-acquisition programs in support of the institution's mission. These programs include annual giving, major gifts, planned gifts, special projects, and campaigns as appropriate.
3. The Foundation will establish, adhere to, and periodically assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and the University and provide appropriate recognition and stewardship of such gifts.
4. The University recognizes that the Foundation bears major responsibility for fund-raising. University representatives will coordinate fund-raising initiatives including major gifts solicitations with the Foundation.
5. The University President and Development staff will work in conjunction with the leadership of the Foundation Board and the Foundation Executive Director to identify, cultivate, and solicit prospects for private gifts.
6. The Foundation shall not accept grants from state or federal agencies, except in special circumstances that are approved by the Foundation Board of Directors and the governmental agency.
7. The Foundation shall establish and enforce policies to protect donor confidentiality and rights in accordance with Florida law.

B. Asset Management

1. The Foundation will establish asset-allocation, disbursement, and spending policies that adhere to applicable federal and state laws including the Uniform Prudent Investor Act (UPIA) and the Uniform Management of Institutional Funds Act (UMIFA).
2. The Foundation will receive, hold, manage, invest, and disperse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments or otherwise, in accordance with its gift policies and applicable law.

C. Institutional Flexibility

1. The Foundation may explore current opportunities, including acquisition and management of real estate on behalf of the University for future allocation, transfer, or use.
2. Where permitted by law and University regulation and policy, the Foundation may serve as an instrument for entrepreneurial activities for the University and engage in such activities as purchasing, developing, or managing real estate for University expansion, student housing, or retirement communities. It also may hold licensing agreements and other forms of donated intellectual property, borrow or guarantee debt, or engage in other activities to further the purposes of the University.
3. When distributing gift funds to the University, the Foundation shall monitor and disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. The University shall abide by such restrictions to the extent permitted by law.

D. Transfer of Funds

1. The Foundation is the primary depository of private gifts and will make available funds to the designated entity within the institution in compliance with applicable laws, University policies, Foundation spending policies and gift agreements.
2. The Foundation's disbursements on behalf of the University must be reasonable and appropriate expenses that support the University, are consistent with donor intent, and do not conflict with Florida law.

VII. Foundation Funding and Administration

- A. The Foundation is responsible for establishing a financial plan and annual budget to underwrite the cost of Foundation programs, operations, and services. The annual budget of the Foundation shall be approved by Board of Directors and Board of

Trustees. Significant changes in planned expenditures in the approved budget must be reported to the Board of Trustees as soon as practicable.

- B. The Foundation has the right to fund its operations by reasonable means in accordance with Foundation Board approved policies. Such methods may include the assessment of fees for services, imposing administrative fees, or utilizing a percentage of the earnings from the overall investment pool. These policies will be made available to the public and will be disclosed in accordance with applicable laws and regulations.
- C. To the extent payments are made to the Foundation from the University, the Foundation will collaborate with the Board of Trustees to formalize agreements establishing the basis for any such payments. Any allowable transfers shall be formalized in writing or electronically in a form that has a retrievable transaction trail. All payments shall be limited by the applicable Florida Board of Governors regulation and University regulation governing direct support organizations.
- D. The Foundation shall maintain, at its own expense, copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations.
- E. The Foundation will provide access to data and records to the University in accordance with requests by the University with applicable law and Foundation policies and guidelines. The Foundation will provide copies of its annual report, and other information that may be publicly released in accordance with Florida law.

VIII. Communication Between the Board of Trustees and the Foundation Board

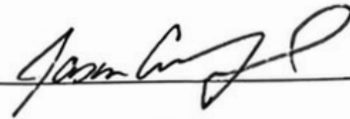
- A. The Board of Trustees will communicate University priorities and goals via the President of the University. If the matter regards the President, such as his or her compensation, the communication will come from the Board of Trustees as a collective body, unless the matter was specifically delegated to a Board of Trustees member, such as the chair. The authority of the Board of Trustees is a collective authority. Individual trustees have no individual authority.
- B. The Foundation shall provide for an annual financial audit of its accounts and records to be conducted by an independent certified public accountant in accordance with rules adopted by the State of Florida Auditor General pursuant to s. 11.45(8), Florida Statutes and by the Board of Trustees.
- C. The Board of Trustees will receive a copy of the audit of the Foundation's financial and operational records and the annual audited financial statements, including management letter, and will certify the compliance of the Foundation with applicable statutes and rules with regard to direct support organizations of the University.

- D. The Foundation will report its anticipated use of University resources to the Board of Trustees on an annual basis. The report will identify the number and position of employees who will provide personal services to the Foundation, as well as the square footage of the areas in the University buildings which will be utilized as office space by the Foundation. The University may then ascribe the value of such property use in accordance with its internal valuation formula. The Foundation shall comply with regulations prescribed by Board of Trustees in accordance with regulations and guidelines of the Florida Board of Governors.
- E. The Foundation will annually certify to the Board of Trustees in the form of a letter signed by the Foundation's CEO and CFO that the University resources allocated in the prior fiscal year were used for the purposes approved by the Board of Trustees.
- F. The Foundation Board of Directors will communicate with the Board of Trustees via the President of the University. If the matter regards the President, the communication will come from the Board as a collective body, unless the matter was specifically delegated to a Board member, such as the Foundation Board President. In accordance with the Foundation Bylaws, the authority of the Foundation Board is a collective authority. Individual directors have no individual authority.
- G. Amendments to the Articles of Incorporation or Bylaws of the Foundation occurring other than by operation of law shall be submitted by the UWF President to the Board of Trustees for approval prior to becoming effective.
- To ensure effective achievement of the terms of this MOU, the University and Foundation officers and Board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.
- H. Consistent with the regulations of the Board of Trustees, in the event the Foundation is decertified as a direct support organization of the University or ceases to exist, the Foundation shall, after paying or making provision for payment of all liabilities of the Foundation, distribute remaining Foundation assets in accordance with Board of Trustees regulations, and applicable Florida law as it may be amended from time to time. Consistent with provisions appearing in the Foundation's Bylaws and Articles of Incorporation, should the Foundation cease to qualify as an I.R.C. §501(c)(3) organization, the Foundation will transfer its assets and property to the University, to a reincorporated successor Foundation, or to the state or federal government for public purposes, in accordance with the law and donor intent.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

Chair
University of West Florida
Board of Trustees

Date: _____

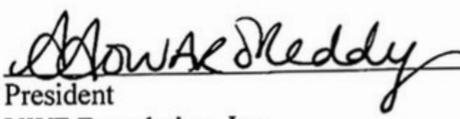


Chair
UWF Foundation, Inc.
Board of Directors

Date: Aug 9, 2021
Jason D. Crawford

President
University of West Florida

Date: _____



President
UWF Foundation, Inc.

Date: June 9th 2021
Howard J. Reddy

Board of Trustees Approved:
Foundation Board Approved: June 9, 2021

SECOND AMENDMENT TO OPERATING AGREEMENT

This Second Amendment to Operating Agreement (this "Amendment") amends the Operating Agreement between the University of West Florida Board of Trustees, a public body corporate (the "University"), and West Florida Historic Preservation, Inc., a Florida corporation not-for-profit (the "Corporation") dated July 1, 2001 (the "Original Agreement"), and the First Amendment to Operating Agreement dated December 16, 2008 (collectively "the First Amended Agreement"). Reference to the Renewal Document dated June 27, 2006 is intentionally omitted, and hereby stricken. The University and the Corporation are herein referred to as the "Parties."

WHEREAS, the State of Florida Auditor General issued its Operational Audit in March 2020 (the "Audit");

WHEREAS, Section 240.299, Florida Statutes was repealed and section 1004.28, Florida Statutes, was enacted to govern direct support organizations;

WHEREAS, the real properties managed by the Corporation have changed composition; and

WHEREAS, the Parties desire to enter into this Amendment to acknowledge certain responsibilities of both Parties and to clarify and modify certain terms and provisions of the First Amended Agreement and Exhibits;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

- 1. Direct Support Organization.** Section 1 of the First Amended Agreement is amended to read as follows:

The Corporation hereby agrees to serve as a direct support organization in accordance with the provisions of the Act, as amended from time to time, the provisions of Section 1004.28, Florida Statutes, any applicable administrative rules governing a direct support organization for a constituent institution of the State University System, and the provisions of this agreement. The Corporation will not enter into any contract, engage in any activity, or pursue any program that is not in furtherance or support of the programs and activities of UWF. In carrying out its duties and obligations hereunder, the Corporation will be deemed to be an instrumentality of UWF.

- 2. Use of University Properties, Facilities, and Personal Services.** Exhibit "A" as referenced in Section 2 of the First Amended Agreement reflecting the list of properties managed by the Corporation is amended as attached.
- 3. Employees.** Section 9 of the First Amended Agreement is amended to include the following language:

The University will document University employee time provided to the Corporation to support the purpose for and value of the Corporation's services. The University will also document the distribution of applicable personal service costs among specific University and Corporation activities for employees who work on more than one activity. The Corporation will at all times endeavor to support the University's efforts in such documentation.

4. **Annual Budget.** Section 4 of the First Amended Agreement is amended to include a subsection C, which reads as follows:

C. The Corporation will report its anticipated uses of University resources to the Board of Trustees on an annual basis. The report will identify the number and position of employees who will provide personal services to the Corporation, as well as the square footage of the area in the University buildings which will be utilized by the Corporation for office space. The University may then ascribe the value of such property use in accordance with its internal valuation formula.

The Corporation will annually certify to the University in the form of a letter signed by the Corporation's CEO and Executive Director that the University resources allocated in the prior fiscal year were used for the purposes approved by the University.

5. **Monies of the Corporation.** Section 5 of the First Amended Agreement is amended to be entitled "Monies of the Corporation," and to include the following language:

To the extent payments are made to the Corporation from the University outside of University-controlled accounts, the Corporation will collaborate with the Board of Trustees to formalize an agreement establishing the basis for any such payments. Any allowable transfers shall be formalized in writing or electronically in a form that has a retrievable transaction trail. All payments shall be limited by the applicable Florida Board of Governors regulations and University regulations governing direct support organizations.

6. **Annual Financial Reports.** Section 7 of the First Amended Agreement is amended as follows:

The Corporation will provide at its expense an annual financial and compliance audit of its financial accounts and records by an independent certified public accountant in accordance with rules adopted by the Auditor General of the State of Florida pursuant to 11.45(8) and by the University Board of Trustees. UWF, the Auditor General of the State of Florida, and any other entity authorized by law, shall have the authority to require and receive from the Corporation or from its independent auditor any detail or supplemental data relative to the operation of the Corporation. The identity of donors or prospective donors of property who desire to remain anonymous shall be protected, and that anonymity shall be maintained in the auditor's report. All financial records of

the Corporation other than the auditor's report, management letter, and any supplemental data requested by UWF shall be confidential and exempt from the provisions of Section 119.07(1), Florida Statutes.

7. Public Records Policy. Section 19 of the First Amended Agreement is amended to provide that the Corporation has the authority to keep records and data confidential consistent with Florida law, including, but not limited to, the exemption from public records disclosure set forth in section 1004.28, Florida Statutes, as it may be amended from time to time.

8. Materials and Services. Exhibit H of the First Amended Agreement, paragraph 4 (a) is hereby amended to read as follows:

The Corporation shall submit its list of proposed construction or renovation projects (the "Project List") to the Vice President of Advancement (or such person as may be designated by the President of the University) for review and comment prior to inclusion in the Corporation's expenditure plans for each year. Such Project List will be updated as appropriate and included in the information presented to the President of UWF or the President's designee pursuant to the provisions of Section 4 of the Original Agreement.

9. Continuation of Original Agreement. Except as herein amended, the First Amended Agreement shall remain in full force and effect.

10. Effective Date. This Agreement shall take effect upon execution by both parties.

IN WITNESS WHEREOF, the representatives of the University and the Corporation, being authorized to do so, and being fully advised in the premises, have hereunto fixed their signatures on the dates written below:

University of West Florida
Board of Trustees

West Florida Historic
Preservation, Inc.

By: _____
Dr. Martha Saunders
President, UWF

By: 
Collier Merrill
Chairman, Board of Directors

Date: _____

Date: 7/26/21

Exhibit A - The Properties

Legal Descriptions

Deed from Historic Pensacola, Inc., to
Board of Trustees of the Internal Improvement Trust Fund

ALL OF LOTS 25, 26, 31, AND 32 OF BLOCK 6, OLD CITY TRACT, CITY OF PENSACOLA, PER WATSON MAP OF 1906; LESS AND EXCEPT THEREFROM HOWEVER, THE NORTH 90 FEET OF THE EAST 30 FEET OF LOT 31 AND THE WEST 25 FEET OF THE NORTH 90 FEET OF LOT 32 OF SAID BLOCK 6, AND FURTHER LESS AND EXCEPT ALL PORTIONS OF LOTS 25, 26, AND 32 CONVEYED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROAD RIGHT-OF-WAY FOR BAYFRONT PARKWAY, CONTAINING 28,978 SQUARE FEET, MORE OR LESS.

(PARCEL TAX IDENTIFICATION # 13-0079-000)

AND

LOT 20 BETWEEN SQUARES IN OLD CITY OF PENSACOLA, SAID LOT FRONTING SEVILLE SQUARE, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0711-000)

AND

THE NORTH 90 FEET OF THE WEST 25 FEET OF LOT 32 AND THE NORTH 90 FEET OF THE EAST 30 FEET OF LOT 31, BLOCK 6, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0080-000)

AND

A PORTION OF LOT "H" OF LETTERED LOTS OF THE OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 85 FEET EAST OF THE SOUTHWEST CORNER OF LOT "H", OLD CITY TRACT, CITY OF PENSACOLA, FLORIDA, THENCE EAST 88.25 FEET; THENCE NORTH APPROXIMATELY 144.92 FEET TO THE SOUTH LINE OF ZARRAGOSSA STREET (LIBERTY STREET); THENCE WEST ALONG THE SOUTH LINE OF ZARRAGOSSA STREET 88.25 FEET; THENCE SOUTH APPROXIMATELY 144.92 FEET TO POINT OF BEGINNING.

(PARCEL TAX IDENTIFICATION # 13-0662-500 AND 13-0663-000)

AND

COMMENCE AT THE SOUTHEAST CORNER OF LOT "I", WEST ALONG THE SOUTH LINE OF SAID LOT 76 FEET TO POINT OF BEGINNING, CONTINUE ALONG SAME LINE 74 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT FOR 50 FEET; THENCE EAST

PARALLEL TO THE SOUTH LINE OF SAID LOT FOR 74 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE LOT FOR 50 FEET TO THE POINT OF BEGINNING, PART OF LOTS "H" AND "I", OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0665-500)

AND

ALL OF LOT "G", OLD CITY TRACT OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, WHICH LOT IS BOUNDED AS FOLLOWS: ON THE NORTH BY THE SOUTH LINE OF ZARRAGOSSA STREET; ON THE EAST BY THE WEST LINE OF BARRACKS STREET; ON THE SOUTH BY THE NORTH LINE OF MAIN STREET; ON THE WEST BY THE EAST LINE OF TARRAGONA STREET; ALL AS SHOWN ON MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0662-000)

AND

A PORTION OF LOT "I", OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT "I" FOR POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF LOT "I" 76 FEET; THENCE NORTH AND PARALLEL TO EAST LINE OF LOT "I" 50 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT "I" 4 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF LOT "I", TO THE SOUTH RIGHT OF WAY LINE OF ZARRAGOSSA STREET; THENCE EAST ALONG THE NORTH LINE OF LOT "I" 80 FEET; THENCE SOUTH ALONG THE EAST LINE OF LOT "I" TO POINT OF BEGINNING, BEING PART OF LOT "I".

(PARCEL TAX IDENTIFICATION # 13-0665-000)

AND

THE WEST TEN (10) FEET OF THE WEST FIFTY (50) FEET OF THE EAST SIXTY (60) FEET OF LOT 34, BLOCK 6, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

THE WEST TWENTY (20) FEET AND THE EAST TEN (10) FEET OF LOT 35, BLOCK 6, OLD CITY TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED IN 1906 BY THOMAS C. WATSON.

(PARCEL TAX IDENTIFICATION # 13-0082-000 AND 13-0084-000)

AND

THE WEST FIFTY (50) FEET OF THE WEST SIXTY (60) FEET OF LOT 34, BLOCK 6, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, LESS THE WEST TEN (10) FEET OF SAID PROPERTY.

THE EAST FIFTY (50) FEET OF LOT 36 AND THE EAST FIFTY (50) FEET OF LOT 29, BLOCK 6, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

THE WEST FIFTY (50) FEET OF THE WEST (60) FEET OF LOT 35, BLOCK 6, OLD CITY TRACT, PENSACOLA, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED AND PUBLISHED BY THOMAS C. WATSON IN 1884. CONTAINING FIFTY (50) FOOT FRONT ON ZARRAGOSSA STREET, BEING THE SAME AS THE MAP OF SAID CITY COPYRIGHTED AND PUBLISHED BY THOMAS C. WATSON IN 1906.

THE EAST TEN (10) FEET OF LOTS 28 AND 34, AND THE WEST TWENTY (20) FEET OF LOT 29, BLOCK 6, OLD CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED IN 1906 BY THOMAS C. WATSON.

(PARCEL TAX IDENTIFICATION # 13-0084-000)

AND

THE WEST THIRTY (30) FEET OF LOT 36, BLOCK 6, OLD CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, PUBLISHED BY THOMAS C. WATSON IN 1884.

(PARCEL TAX IDENTIFICATION # 13-0084-000)

AND

ALL OF LOT 33, ALL OF LOT 27, THE WEST 20 FEET OF LOT 34, AND THE WEST 20 FEET OF LOT 28, ALL LYING AND BEING IN BLOCK 6, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0082-000)

AND

LOT 1, 2 LESS THE EAST 3 FEET 5 INCHES OF LOT 1, LOTS 3 AND 4, LOT "O", ALSO KNOWN AS BLOCK "O", OF SEVILLE SQUARE, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BEING THAT BLOCK IMMEDIATELY SOUTH OF SEVILLE SQUARE IN THE CITY OF PENSACOLA, BORDERED ON THE NORTH BY EAST ZARRAGOSSA (LIBERTY) STREET, THE EAST BY SOUTH ALCANIZ STREET, THE SOUTH BY EAST MAIN STREET AND ON THE WEST BY ADAMS STREET.

(PARCEL TAX IDENTIFICATION # 13-0713-000)

AND

THE WEST 175 FEET OF BLOCK 5, IN THE WATERFRONT TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, AS SHOWN ON MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 15-4309-000)

AND

THE WEST 85 FEET OF LOT "H"; ALSO, BEGIN 80 FEET WEST OF THE SOUTHEAST CORNER OF LOT "I", NORTH 50 FEET FOR POINT OF BEGINNING; CONTINUE NORTH 94 FEET TO THE SOUTH LINE OF ZARRAGOSSA STREET, WEST 70 FEET, SOUTH 94 FEET, EAST 70 FEET TO POINT OF BEGINNING, BEING PART OF LETTERED LOTS "H" AND "I"; ALSO, THE WEST 80 FEET OF LOT "J", BEING A PARCEL FRONTING 80 FEET ON ZARRAGOSSA AND CHURCH STREETS AND 108.5 FEET FRONTING ON BARRACKS STREET; AND ALL OF LOT 94 BLOCK "K", BEING A PARCEL BOUNDED ON THE WEST BY TARRAGONA STREET, ON THE SOUTH BY ZARRAGOSSA STREET, ON THE EAST BY BARRACKS STREET, AND ON THE NORTH BY CHURCH STREET; ALL A PART OF OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0662-501 / 13-0663-999 / 13-0664-000 / 13-0668-000 / 13-0669-000)

AND

A PARCEL OF LAND IN THE OLD CITY TRACT, OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF THE SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1903 AND RECORDED IN DEED BOOK 126 AT PAGE 400 OF THE PUBLIC RECORDS OF SAID COUNTY, CONTAINING 45820 SQUARE FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF JEFFERSON STREET J (60' R/W) AND THE NORTHERLY RIGHT OF WAY LINE OF ZARRAGOSSA STREET (60' R/W); THENCE GO EASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE SAID ZARRAGOSSA STREET A DISTANCE OF 336.06 FEET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 30' 48" GO NORTHERLY A DISTANCE OF 107.02 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET (40' R/W); THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 19' 06" GO WESTERLY (THIS CALL AND THE SUCCEEDING TWO CALLS BEING ALONG THE SAID RIGHT-OF-WAY LINE OF CHURCH STREET) A DISTANCE OF 138.34 FEET; THENCE WITH AN INTERIOR ANGLE OF 270 DEGREES 32' 18" GO NORTHERLY A DISTANCE OF 50.00 FEET; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 35' 12" GO WESTERLY A DISTANCE OF 198.83 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERSON STREET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 06' 18" GO SOUTHERLY ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 156.47 FEET TO THE POINT OF BEGINNING.

(PARCEL TAX IDENTIFICATION # 13-0658-500)

AND

THE EAST HALF OF THE WEST HALF OF LETTER BLOCK "J", OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0667-000)

AND

ALL OF LOT R AND THE EAST 26.85 FEET OF LOT L, LETTERED LOTS IN THE OLD CITY TRACT, IN THE CITY OF PENSACOLA, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0658-000)

AND

A PORTION OF LOTS 7 AND 8 OF THE NUMBERED LOTS LYING BETWEEN GOVERNMENT AND CHURCH STREETS IN THE OLD CITY TRACT OF THE CITY OF PENSACOLA, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 14,410 SQUARE FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT STREET AND THE WEST LINE OF TARRAGONA STREET, THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF TARRAGONA STREET A DISTANCE OF 186.00 FEET TO THE NORTH LINE OF CHURCH STREET, THENCE GO SOUTH 89 DEGREES 09 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF CHURCH STREET A DISTANCE OF 76.00 FEET, THENCE GO NORTH 00 DEGREES 53 MINUTES 14 SECONDS WEST A DISTANCE OF 186.18 FEET TO THE SOUTH LINE OF GOVERNMENT STREET, THENCE GO NORTH 89 DEGREES 14 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF GOVERNMENT STREET A DISTANCE OF 78.88 FEET TO THE POINT OF BEGINNING.

(PARCEL TAX IDENTIFICATION # 13-0662-500)

AND

LOT 374 AND THE EAST 17.55 FEET OF LOT 373, OLD CITY TRACT, ACCORDING TO MAP OF CITY OF PENSACOLA BY THOMAS C. WATSON COPYRIGHTED 1906.

(PARCEL IDENTIFICATION # 13-0627-000)

AND

THE EAST 38 FEET OF LOT 16, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, HAVING A FRONTAGE OF 38 FEET ON THE NORTH SIDE OF CHURCH STREET, BY A DEPTH OF 93 FEET, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL TAX IDENTIFICATION # 13-0704-000)

AND

DESCRIPTION OF SOUTH BARRACKS STREET:
(PARCEL TAX IDENTIFICATION # 13-0662-500 / 13-0662-000)

BEGINNING AT THE SOUTHEAST CORNER OF LOT G EASTERLY 40' TO THE SOUTHWEST CORNER OF LOT H, THENCE NORTHERLY 144.92 FEET TO THE INTERSECTION OF THE

NORTHWEST CORNER OF LOT H AND ZARRAGOSSA STREET, THENCE WESTERLY 40' TO THE INTERSECTION OF THE NORTHWEST CORNER OF LOT G THENCE SOUTHERLY 144.92 FEET TO THE STARTING POINT. THIS PARCEL BEING THE SECTION OF BARRACKS ST LYING BETWEEN ZARRAGOSSA STREET AND MAIN STREET AS SHOWN ON THE MAP OF PENSACOLA AS COPYRIGHTED BY THOMAS C. WATSON IN 1906. THIS PARCEL WAS ABANDONED BY THE CITY OF PENSACOLA UNDER ORDINANCE #37-86.

DESCRIPTION OF NORTH BARRACKS STREET:
(PARCEL TAX IDENTIFICATION # 13-0668-000 / 13-0669-000)

BEGINNING AT THE SOUTHEAST CORNER OF LOT K, THENCE EASTERLY 40 FEET TO THE SOUTHWEST CORNER OF J, THENCE NORTHERLY ALONG THE PROPERTY LINE TO A POINT AT THE NORTHWEST CORNER OF LOT J AT THE INTERSECTION OF THE RIGHT OF WAY ON CHURCH STREET, THENCE WESTERLY 40 FEET ALONG THE CHURCH STREET RIGHT OF WAY TO A POINT AT THE NORTHWEST CORNER OF LOT K THENCE SOUTHERLY ALONG THE BOUNDARY OF LOT K TO THE STARTING POINT. THIS PARCEL BEING PLATTED RIGHT OF WAY OF BARRACKS STREET AS COPYRIGHTED BY THOMAS C. WATSON IN 1906. THIS PARCEL WAS ABANDONED BY THE CITY OF PENSACOLA UNDER ORDINANCE #14-72.

DESCRIPTION OF CEDAR STREET:
(PARCEL TAX IDENTIFICATION # 15-4309-000 / 13-4315-000)

THAT PORTION OF CEDAR STREET, BETWEEN BARRACKS STREET AND ADAMS STREET IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA LYING BETWEEN BLOCK 5 AND BLOCK 8 AS SHOWN ON A MAP COPYRIGHTED BY THOMAS C. WATSON IN 1906. SAID PARCEL BEING 175 FEET ALONG THE BOUNDARY WITH LOTS 5 AND 8, 60 FEET WIDE AS SHOWN ON THE SAME MAP.

DESCRIPTION OF SOUTH ADAMS STREET:
(PARCEL TAX IDENTIFICATION # 13-0665-000 / 13-0713-000)

THAT PORTION OF ADAMS STREET, BETWEEN ZARRAGOSSA STREET AND MAIN STREET IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA DESCRIBED AS LYING BETWEEN THE EAST BOUNDARY LINE OF LOT I AS DESCRIBED ON A MAP COPYRIGHTED BY THOMAS C. WATSON 1906 AND THE WEST BOUNDARY LINE OF PARCEL 4, SAID PARCEL BEING 144.93 FEET NORTH TO SOUTH AND 44.6 FEET EAST TO WEST, AS ABANDONED BY THE CITY OF PENSACOLA BY ORDINANCE #29-88.

AND

LOT 4 OF THE NUMBERED LOTS BETWEEN GOVERNMENT AND CHURCH STREETS, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 50 FEET OF LOT 6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST 50.0 FEET OF LOT 6 OF THE NUMBERED LOTS BETWEEN GOVERNMENT AND CHURCH STREETS, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 6 AND RUN IN A NORTHERLY DIRECTION ALONG THE WEST BOUNDARY OF SAID LOT 6 A DISTANCE OF 92.0 FEET TO A POINT 1.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 6; THENCE RUN IN AN EASTERLY DIRECTION ALONG A LINE OF 1.0 FEET FROM AND PARALLEL TO THE NORTH BOUNDARY OF SAID LOT 6, A DISTANCE OF 10.0 FEET; THENCE RUN IN A SOUTHERLY DIRECTION ALONG A LINE OF 10.0 FEET FROM AND PARALLEL TO THE WEST BOUNDARY OF SAID LOT 6, A DISTANCE 23.65 FEET; THENCE RUN AN EASTERLY DIRECTION, PERPENDICULAR TO THE WEST BOUNDARY OF SAID LOT 6, A DISTANCE OF 10.0 FEET TO A POINT OF CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 180 DEGREES AND A RADIUS OF 10.0 FEET; THENCE RUN IN AN EASTERLY, SOUTHEASTERLY, SOUTHERLY, SOUTHWESTERLY AND WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.42 FEET PERPENDICULAR TO THE WEST BOUNDARY OF SAID LOT 6, A DISTANCE OF 10.0 FEET TO A POINT 10.0 FEET EAST OF THE WEST BOUNDARY OF SAID LOT 6; THENCE RUN IN A SOUTHERLY DIRECTION ALONG A LINE 10.0 FEET FROM AND PARALLEL TO THE WEST BOUNDARY OF SAID LOT 6, A DISTANCE OF 48.35 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 6; THENCE RUN IN A WESTERLY DIRECTION ALONG THE SOUTH BOUNDARY OF SAID LOT 6, A DISTANCE OF 10.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6 AND THE POINT OF BEGINNING. CONTAINING 1277 SQUARE FEET, MORE OR LESS.

SUBJECT TO AN EXISTING MORTGAGE IN FAVOR OF THE BARNETT BANK OF WEST FLORIDA, IN THE ORIGINAL PRINCIPAL SUM OF \$500,000.00, DATED JULY 19, 1990 AND RECORDED IN O.R. BOOK 2885, PAGE 506 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA WHICH THE GRANTEE NEITHER ASSUMES NOR AGREES TO PAY.

(PARCEL TAX IDENTIFICATION # 13-0690-000)

DESCRIPTION OF PENSACOLA MUSEUM OF ART (407 S JEFFERSON STREET):

BEGIN AT THE NORTHEAST CORNER OF LOT 6, BLOCK 0, OLD CITY TRACT, PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOS. C. WATSON IN 1906; THENCE GO S 11°15'00" E ALONG THE EAST LINE OF THE SAID LOT 6 AND AN EXTENSION THEREOF A DISTANCE OF 114.26 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET (80' R/W); THENCE GO S 78°45'10" W ALONG THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET A DISTANCE OF 106.76 FEET; THENCE GO N 11°18'59" W A DISTANCE OF 73.41 FEET; THENCE GO N 79°09'10" E A DISTANCE OF 5.00 FEET; THENCE GO N 11°18'59" W A DISTANCE OF 10.50 FEET; THENCE GO S 79°09'10" W A DISTANCE OF 13.57 FEET; THENCE GO N 11°16'53" W A DISTANCE OF 61.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ZARRAGOSSA STREET (60' R/W); THENCE GO N 78°44'15" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF

ZARRAGOSSA STREET A DISTANCE OF 19.46 FEET; THENCE GO S 11°15'03" E A DISTANCE OF 30.25 FEET; THENCE GO N 78°44'15" E A DISTANCE OF 23.70 FEET; THENCE GO S 11°15'03" E A DISTANCE OF 0.58 FEET TO THE NORTH LINE OF THE AFORESAID LOT 6, BLOCK O; THENCE GO N 78°56'42" E ALONG THE NORTH LINE OF LOT 6, BLOCK O A DISTANCE OF 72.30 FEET TO THE POINT OF BEGINNING, CONTAINING 13044 SQUARE FEET MORE OR LESS.

PARCEL IDENTIFICATION NUMBER: 000S00-9004-001-016

DESCRIPTION OF ARBONA BUILDING (115 E Zarragossa Street)

THE WEST 42.3 FEET OF THE NORTH 60.10 FEET OF THE EAST 112.83 FEET OF LOT E, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF TARRAGONNA STREET (R/W VARIES) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF ZARRAGOSSA STREET (60" R/W), BEING A ONE-HALF INCH IRON ROD-UNMARKED; THENCE SOUTH 78°45'00" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ZARRAGOSSA STREET FOR 305.95 FEET TO THE NORTHWEST CORNER OF A TWO STORY BRICK AND BLOCK BUILDING FOR THE POINT OF BEGINNING; THENCE SOUTH 11°15'00" EAST FOR 60.10 FEET TO THE SOUTHWEST CORNER OF SAID TWO STORY BRICK AND BLOCK BUILDING; THENCE NORTH 78°45'00" EAST FOR 42.30 FEET TO THE SOUTHEAST CORNER OF SAID TWO STORY BRICK AND BLOCK BUILDING; THENCE NORTH 11°15'00" WEST FOR 60.10 FEET TO THE NORTHEAST CORNER OF SAID TWO STORY BRICK AND BLOCK BUILDING; THENCE SOUTH 78°45'00" WEST FOR 42.30 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NUMBER: 000S00-9004-003-005

DESCRIPTION OF BEACON BUILDING (110 E Church Street)

THE WEST 40.00 FEET OF LOTS 1 AND 2, BETWEEN GOVERNMENT AND CHURCH STREETS, OLD CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3372, PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 1 AND 2, WHICH MAKES A COMMON DIVISION OF WALLS BETWEEN TWO BUILDING ON LOTS 1 AND 2, OLD CITY

TRACT, ESCAMBIA COUNTY, FLORIDA. COMMENCE AT A CAPPED ROD R.L.S. #1035 BEING AT THE NORTHEAST CORNER OF LOT 1 OF OLD CITY TRACT, AS SHOWN ON CITY ATLAS SHEET #74 OF CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 78 DEGREES 46 MINUTES 00 SECONDS WEST FOR 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 78 DEGREES 46 MINUTES 00 SECONDS WEST FOR 0.99 FEET TO A POINT IN THE CENTERLINE BETWEEN THE COMMON WALLS OF THE BUILDINGS; THENCE SOUTH 11 DEGREES 09 MINUTES 20 SECONDS EAST AND ALONG SAID CENTERLINE FOR 137.03 FEET TO THE SOUTHERN EXTERIOR WALL OF THE BUILDINGS; THENCE NORTH 78 DEGREES 54 MINUTES 13 SECONDS EAST ALONG SAID EXTERIOR WALL FOR 0.16 FEET TO A LINE DIVIDING LOTS 1 AND 2 IN HALF; THENCE NORTH 10 DEGREES 48 MINUTES 31 SECONDS WEST FOR 137.03 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NUMBER: 000S00-9005-001-001

BYLAWS

OF

UWF BUSINESS ENTERPRISES, INC.

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**BYLAWS
OF
UWF BUSINESS ENTERPRISES, INC.**

ARTICLE 1 – NAME

The name of the Corporation shall be UWF Business Enterprises, Inc., a Florida not for profit corporation (the "Corporation"). The Corporation shall maintain a registered office in the State of Florida and a registered agent at such office and may have other offices within or without the state.

ARTICLE 2 – MEMBERS

The Corporation shall have no Members.

ARTICLE 3 - BOARD OF DIRECTORS

SECTION 3.1 General Powers. The business, property, affairs and funds of the Corporation shall be managed, supervised and controlled by its Board of Directors subject only to applicable law and the limitations contained in the Articles of Incorporation of the Corporation and these Bylaws and the powers and duties reserved to The University of West Florida Board of Trustees (the "Board of Trustees") and the President of the University of West Florida (the "University") or his or her designee in regards to this Corporation. The Board of Directors shall have the authority to adopt policy for the Corporation, consistent with the Articles of Incorporation of the Corporation and these Bylaws.

The goals of the Corporation are:

- To support the teaching and learning mission of the University;
- To enhance support for research, scholarly and community service activities of faculty, students and staff through project and resource development that optimizes financial growth;

- To deliver high quality and affordable products and services to the campus community;
- To raise and manage private resources supporting the mission and priorities of the University as determined by the President and the Board of Trustees of the University;
- To develop revenue streams to provide opportunities for students and a margin of institutional excellence unavailable with present resources;
- To assist the University in managing auxiliary services, grants administration, and land and facilities development through joint ventures or partnerships with the University and the wider community; and
- To acquire and develop property and facilities for highest and best use to serve the needs of the University.

SECTION 3.2 Reserved Powers. The President of the University or his or her designee shall have the following specific powers and duties with regard to this Corporation:

- (a) To monitor and control the use of the University's resources by this Corporation;
- (b) To control the use of the University name by this Corporation;
- (c) To monitor compliance of this Corporation with federal and state laws;
- (d) To recommend an annual budget to the Board of Directors of this Corporation; and
- (e) To review and approve quarterly expenditure plans of this Corporation.

SECTION 3.3 Number. The Board of Directors of the Corporation shall consist of eight directors.

SECTION 3.4 Appointment of Directors and Tenure. The directors of the Corporation shall be appointed in the following manner:

- (1) One director shall be appointed by the Chair of the Board of Trustees;
- (2) One director shall be the President of the University or his or her designee;
- (3) One director shall be appointed by the President of the University (in addition to (2) above);
- (4) Two directors shall be appointed by the Vice President for the Division of Finance and Administration of the University; and

- (5) Two additional directors shall be elected by the then current members of the Board of Directors.
- (6) One director (the "SGA Director") shall be the President of the UWF Student Government Association or his or her designee. The SGA Director position shall be ex-officio and non-voting.

The Chief Executive Officer of the Corporation and the Vice President for the Division of Finance and Administration shall serve as staff to the Board, but are not directors.

All directors shall be approved by the University of West Florida Board of Trustees, with the exception of the President of the University or his/her designee and the appointment made by the Chair of the Board of Trustees.

Terms of office of the members of the Board of Directors, other than those members serving by virtue of their positions with the University, shall be four years in length. Notwithstanding the foregoing, two members of the Board of Directors appointed in November, 2011, shall serve an initial term of six years. A director shall not be eligible to serve more than two consecutive terms. A director who has served two terms consecutively may be reappointed or re-elected to the Board of Directors after the expiration of one year following the end of his or her last previous term and will have the status of a new member. Only full 4-year (or 6-year, as applicable) terms will be counted toward term limits. In the event that a vacancy is filled before the expiration of a term, the remainder of that term shall not count against the term limits imposed by these Bylaws. Notwithstanding the foregoing, the President of the University or his or her designee described in (2) above, shall serve until the earlier of his or her resignation, removal from office or inability to serve.

The Chair of the Board of Trustees, Vice President for the Division of Finance and Administration, and the President of the University shall designate replacements for the directors appointed by them. However, the appointment by the Vice President for the Division of Finance and Administration must be approved by the University of West Florida Board of Trustees. If a director is appointed to fill an expiring term before the end of the term of their predecessor, such director shall serve for the remainder of the term of the director being replaced if approved by the University of West Florida Board of Trustees. If no director is appointed to fill an expiring term before the end of such term, he or she shall continue to serve with the full emoluments of such position until his or her replacement is appointed and agrees to serve.

SECTION 3.5 Removal of Directors. A director may resign at any time by submitting a

written resignation to the Chairperson. Any director may be removed from the Board of Directors at any time with or without cause by a vote of the majority of the full Board of Directors (not less than four of the current seven Directors) or by the University President.

SECTION 3.6 Conflicts and Duality of Interest. No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested shall be entered into unless such contract or transaction complies with the requirements of Part III of Chapter 112.313, Florida Statutes, and other applicable law.

SECTION 3.7 Conflict of Interest Policy. The Board of Directors shall adopt and keep in full force and effect a substantial conflict of interest policy for its directors and principal officers in accordance with rules and regulations of the Internal Revenue Service applicable to tax exempt organizations.

SECTION 3.8 Meetings. An annual meeting of the Board of Directors shall be held within the State of Florida. Regular meetings of the Board of Directors may be held at such time and place as from time to time shall be determined by the Chairperson of the Board. Special meetings of the Board of Directors may be called by the Chairperson of the Board. Meetings of the Board are open to the public and all official acts will be taken at public meetings, unless exempt from such requirements pursuant to law, following such notice as may be required by law. Unless waived, written notice of the time and place of special meetings of the Board of Directors shall be given to each director either by personal delivery or by mail, facsimile, telegram, or email, or other electronic messages at least three days before the meeting. At all meetings of the Board of Directors, the presence of a majority of the total number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business. Unless otherwise required by the Articles of Incorporation, these Bylaws or Florida Statutes, the act of a majority of the directors present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn the meeting from time to time until a quorum shall be present for the transaction of business.

SECTION 3.9 Meetings By Communications Media. The Board may use telephone conference calls and other communications media technology to conduct Board business in the same manner as if the proceeding were held in person. The notice of any meeting conducted by means of communication media technology will state where

and how members of the public may gain access to the meeting.

ARTICLE 4 – OFFICERS

SECTION 4.1 Officers. The officers of this Corporation shall be a Chairperson, a Vice Chairperson, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors. Only members of the Board of Directors of the Corporation may be appointed or elected as an officer of the Corporation pursuant to this Article 4. All officers shall have such authority and perform such duties as described below:

- (1) Chairperson. The Chairperson shall preside at all meetings of the Board of Directors and shall do and perform such other duties as may be assigned by the Board of Directors. The Chairperson is authorized to execute, in the name of UWF Business Enterprises, Inc., with the Secretary attesting, all certificates, contracts, leases, deeds, notes and other documents or legal instruments.
- (2) Vice Chairperson. The Vice Chairperson is authorized to do all things and exercise all such powers as shall be necessary in the absence of the Chairperson, and shall also do and perform such duties as may be assigned by the Board of Directors.
- (3) Secretary. The Secretary shall keep full and accurate minutes for all meetings of the Board of Directors. He or she shall transmit all notices required by these Bylaws as may be amended. He or she may sign documents with the Chairperson in the name of the Corporation. The Secretary shall have charge of all official records of the Corporation that shall be at all reasonable times open to examination of any director, and shall in general perform all duties incident to management of the office of Secretary for the Board of Directors.
- (4) Treasurer. The Treasurer shall present financial reports of the Corporation to the Board of Directors at each regular meeting of the Board of Directors and at such other times as the Board of Directors may determine. He or she shall ascertain that a full and accurate account is made of all monies received and paid out on accounts administered by the Corporation, and shall in general perform all duties incident to management of the Office of Treasurer for the Board of Directors. He or she shall present the annual audited financial statements of the corporation to the Board.

SECTION 4.2 Appointment and Term of Office of Officers. The Officers of the Corporation shall be elected as necessary by the Board of Directors at regularly noticed meeting. Each officer shall serve terms of two years, each commencing immediately following their election or appointment. Officers may serve no more than two

consecutive terms, but are eligible to serve additional non-consecutive terms.

SECTION 4.3 Removal. Any officer may be removed with or without cause by a vote of the majority of the full Board of Directors (not less than four of the current seven Directors) whenever in its judgment the best interests of the Corporation would be served or by the University President.

SECTION 4.4 Vacancies. A vacancy in any office may be filled by the Board of Directors.

SECTION 4.5 Chief Executive Officer. Initially, the Vice President for Administrative Services of the University shall serve as Chief Executive Officer of the Corporation. The subsequent selection of another Chief Executive Officer will be made by the University President in accordance with Florida law and University policy after consultation with the Board. The Chief Executive Officer may serve with or without compensation, as determined by the President of the University. The Chief Executive Officer shall be responsible for the general, day-to-day management of the affairs of the Corporation, and execute documents or legal instruments pursuant to delegations from the Chair or the Board. He or she shall exercise such authority to accept gifts, collect revenues and make expenditures as he or she deems necessary. The Chief Executive Officer may be removed at any time by the President of the University after consultation with the Board. The Chief Executive Officer shall report to the President of the University or a designated staff member reporting directly to the President. The annual evaluation of the Chief Executive Officer shall be performed by the President of the University or his/her designated staff member and shall incorporate input from the Board.

ARTICLE 5 – COMMITTEES

SECTION 5.1 Creation of Committees. The Board of Directors may, by resolution passed by a majority of the full Board of Directors (not less than four of the current seven Directors), designate such committees as shall seem to it to be necessary and appropriate for the orderly conduct of the business of the Corporation, to consist of one or more of the directors of the Corporation. Such committees shall have such functions and may exercise the powers of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees. If an executive committee or committee serving a comparable function is created, the committee shall include the director appointed by the Chair of the Board of Trustees and the President of the University or his or her designee.

SECTION 5.2 Meetings of Committees. Meetings of committees may be held following reasonable public notice at such time and at such place as shall from time to time be determined by such committee.

SECTION 5.3 Minutes of Committees. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE 6 – INDEMNIFICATION

The Corporation shall indemnify each director, officer, employee and agent of the Corporation, and may indemnify any other person to the full extent permitted by the Florida Not For Profit Corporation Act and other applicable laws. The rights conferred by this Section 6.1 shall not be exclusive of any other right that any director, officer, employee, agent or other person may have or hereafter acquire under the Florida Not For Profit Corporation Act, any other statute or agreement, pursuant to a vote of disinterested directors, or otherwise. No repeal or modification of this Section 6.1 shall limit the rights of any director, officer, employee, or agent to indemnification with respect to any action or omission occurring prior to such repeal or modification.

ARTICLE 7 – AMENDMENT

These Bylaws may be amended by the vote of a majority of the full Board of Directors of this Corporation (not less than four of the current seven voting Directors), but such amendments shall be approved by the Board of Trustees of the University as may be required by Florida law or University regulation or policy.

ARTICLE 8 – QUARTERLY EXPENDITURE PLANS

This Corporation shall prepare and submit to the President of the University or his or her designee, no later than the first day of each quarter of the Corporation's fiscal year, a quarterly expenditure plan that delineates planned actions that would cause a commitment of University resources or represent a significant commitment of the resources of this Corporation, including:

- (a) Major fundraising events and campaigns and their purpose;
- (b) Compensation and benefits to University employees and employees of the

- Corporation;
- (e) Capital projects, including land acquisition, construction, renovation or repair; and
 - (d) Other major commitments of the resources of this Corporation.

ARTICLE 9 - FISCAL YEAR AND FINANCIAL AUDITS

SECTION 9.1 Fiscal Year. The fiscal year of the Corporation shall be the period ending on June 30 of each year.

SECTION 9.2 Financial Audits.

After the close of each fiscal year, the Corporation shall cause a financial audit of its accounts and records to be conducted by an Independent certified public accountant if required by Section 1004.28, Florida Statutes, as amended or supplemented, or other applicable provisions of law, and in accordance with any applicable rules promulgated by the Auditor General of the State of Florida pursuant to Section 11.45, Florida Statutes, as amended or supplemented, or other applicable provisions of law. The Corporation shall provide any copies of its audit reports, together with its federal Application for Recognition of Exception (form 1023) and its Form 990, Return of Organization Exempt from Federal Income Tax, to such persons as may be required by applicable laws of the State of Florida. Notwithstanding anything herein to the contrary, the identity of donors who desire to remain anonymous shall be protected, and that anonymity shall be maintained in the audit reports so produced, to the full extent permitted by the provisions of applicable Florida law.

ARTICLE 10 – EMPLOYEES

Any person employed by the Corporation shall not be considered an employee of the State of Florida or an employee of the University solely by virtue of his or her employment by the Corporation. The Corporation shall provide equal employment opportunities to all persons regardless of race, color, religion, gender, age or national origin.

ARTICLE 11 - PARLIAMENTARY RULES

The most recent edition of "Roberts Rules of Order" shall be followed in conducting the meetings of the Board of Directors, unless otherwise provided in these bylaws.

UWF Business Enterprises, Inc.
Master Management Agreement

This Master Management Agreement (the “Agreement”) is effective as of the date of execution of the last authorizing signature, by and between the University of West Florida, for and on behalf of the University of West Florida Board of Trustees (the “University”) and UWF Business Enterprises, Inc., a Florida corporation not-for-profit (“Corporation”).

RECITALS:

WHEREAS, the University is a public institution of higher education organized and existing under the laws of the State of Florida; and

WHEREAS, the Corporation has been organized and incorporated as a direct support organization of the University under Section 1004.28, Florida Statutes, Florida State University System Board of Governors’ Regulation 9.011, and University Regulation 5.016 (collectively, the “Act”); and

WHEREAS, pursuant to the Act, the University is authorized to permit the use of property, facilities, and personal services by any university direct-support organization, subject to regulations to limit the services, activities, and expenses of its direct-service organization; and

WHEREAS, the Act authorizes direct support organizations, such as the Corporation, to enter into agreements to finance, design and construct, lease, lease-purchase, purchase, or operate facilities necessary and desirable to serve the needs and purposes of the University, in accordance with the system wide strategic plan, provided that such agreements are subject to the applicable provisions of Sections. 1010.62 and 1013.17, Florida Statutes; and

WHEREAS, the University presently manages and operates numerous and various facilities, programs, and services including, but not limited to those set forth herein; and

WHEREAS, the University desires to permit the assignment from time to time of the management and operation of certain facilities, programs or services of the University to the Corporation upon the terms set forth herein; and

WHEREAS, the University and the Corporation desire to enter into this Master Management Agreement to memorialize the roles and responsibilities of each party to the other party, in an effort to further contribute to the coordination of their mutual activities;

NOW THEREFORE, WITNESSETH that in consideration of the mutual benefits and duties herein conferred and undertaken, the parties hereto agree as follows:

1. Authorization of Assignment.

The University hereby authorizes the assignment of the management and operation of certain University facilities and programs to the Corporation from time to time on the terms set forth herein. The facilities and programs so assigned are herein referred to as the “Assigned Functions.” Such facility or program may be assigned, and thereby become an Assigned Function, following the request of the Corporation upon the determination by the President of the University that such assignment is in the best interests of the University.

The Corporation agrees to comply with the MOU for Operations between the Parties, which MOU is incorporated herein by reference. In the event that there is a conflict between the MOU for Operations and this Management Agreement, the MOU for Operations shall control.

2. Services.

During the term of the Agreement, the Corporation shall render to the University, by and through such of the Corporation’s officers, employees, agents, representatives and affiliates, as the Corporation in its discretion shall designate from time to time, management services (the “Management Services”) in relation to the day to day and long-term operations of each of the Assigned Functions. The Corporation agrees to perform the Management Services with respect to the Assigned Functions in a competent, professional and appropriate manner, in good

faith and in compliance with all applicable statutes, rules and regulations, with a view to the best interests of the University. The Corporation will make its best effort to assure that each Assigned Function is managed and operated so that the ratio of the revenues generated by such Assigned Function compared to the expenses related to such Assigned Function (including the expenses of the Corporation) is not reduced compared to the ratio of revenues to expenses existing as of the fiscal year prior to the Corporation's acceptance of the Assigned Function.

3. Powers of the Corporation.

The Corporation shall have all powers necessary to carry out the intent of this Agreement, including but not limited to, the power to:

(a) Manage the property, contracts and programs that are included in the scope of services covered by this Management Agreement with respect to each of the Assigned Functions, and take actions as necessary to maintain the property, contracts and programs in a manner consistent with good management practice and in compliance with the provisions of this Agreement.

(b) Cause to be hired and supervise all persons necessary to be employed in order to manage, operate and maintain the property, contracts and programs included in the Assigned Functions in accordance with the provisions of this Agreement.

(c) Enter into such contracts as are necessary to fulfill the requirements of the Agreement, and to manage, operate and maintain the property, contracts and programs with respect to the Assigned Functions in accordance with the scope of this Agreement.

(d) Perform such other acts and services as may be necessary or desirable to lease, manage, operate and maintain the property, contracts and programs in accordance with the terms of this Agreement.

4. Assignment and Assumption.

The University and the Corporation intend that the University shall assign to the Corporation all existing contracts and property rights necessary or reasonable to carry out this Agreement, and that the Corporation will assume all responsibilities and obligations under such contracts and property rights. In any event, when a facility or program becomes an Assigned Function, the Corporation and the University shall agree upon the following:

(a) The specific contracts to be assumed by the Corporation. The Corporation shall, at its expense, arrange for the consent of all parties to any contract that cannot by its terms be assigned and prepare any contractual amendments that are required. No proposed assignment shall be effective until any required consent is obtained;

(b) The specific University employees who are or will be associated with the Assigned Function, if any;

(c) The particular revenues or fees that the Corporation will be responsible to collect and account for on behalf of the University;

(d) The particular expenses related to the Assigned Function that the Corporation will be required to pay, including costs of University personnel associated with the Assigned Function.

5. Financial and Other Reports.

The Corporation shall provide the University such reports and audits as are required by the Act or the MOU for Operations between the Parties.

6. Fees and Revenue.

The Corporation has been organized and incorporated as a University direct support organization for the exclusive purpose of supporting the best interests and mission of the University. Therefore, the Corporation agrees that any surplus revenue from its annual operations shall be utilized to support University operations. Nothing contained shall preclude the Corporation from retaining funds (operating capital) which are necessary for the purposes of future projects and programs. The University shall be entitled, upon its own request, to a full accounting, with rationale if requested, of the Corporation's financial actions and decisions, including decisions about the amount of operating capital that the Corporation retains, and shall further

be entitled to direct the Corporation to release funds to the University for support of University operations if it so desires.

7. Liability.

The parties agree that each party shall have responsibility for its own actions and those of its directors, officers, employees, students and agents. Notwithstanding the foregoing, the Corporation shall carry the insurance coverages described below to cover liabilities for the negligence of their employees, and/or agents, in connection with, or arising out of the activity which is the subject of this Agreement.

The Corporation will procure and maintain comprehensive general liability insurance and automobile liability insurance or a program of self-insurance reasonably satisfactory to the University covering the Corporation's employees and agents' indemnity obligations, which insurance or self-insurance shall be verified by certificate of insurance or the equivalent provided to the University, and which shall not be diminished or terminated by the Corporation except upon prior written approval by the University. The minimum amount of coverage per individual shall be One Million Dollars (\$1,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) aggregate. The coverage shall extend through the term of this Agreement, and shall either be occurrence-based or if claims-based, shall have a tail policy of sufficient duration to cover the activities of the employees or agents of the Corporation.

8. Corporation Personnel.

The Corporation shall maintain appropriate agreements, where necessary or appropriate, with each of its employees or others whose services it may require, which agreements shall be sufficient to enable the Corporation to comply with the terms and conditions of this Agreement.

The University may provide to the Corporation the services of personnel necessary for the performance of some or all of the Assigned Functions hereunder as set forth in Section 4. In such event, the compensation of such personnel, together with all fringe benefits, employment taxes, and other costs hereof, shall be set and paid by the University. Any University employee performing work on BEI's behalf shall be considered an agent of BEI for that limited purpose. In the event BEI employs personnel directly, it shall be responsible for the employment, compensation, and evaluation of its employees. The terms and conditions of University employees' employment will not be changed as a result of the provisions of this Agreement.

The University may also provide offices and utilities adequate for the performance of the services required hereunder.

The University may also provide technology support services as well as online access to such University files as are relevant to the business and purpose of the Corporation.

As a precondition for BEI's use of University property, facilities, or personal services, BEI must provide equal employment opportunities to all persons regardless of race, color, religion, gender, age, or national origin.

9. Obligation to Inform.

The Corporation and the University shall keep each other informed of all pertinent matters affecting the operation of the Agreement. The Corporation will further undertake to keep all account and records as will be necessary to the performances of the Management Services contemplated herein and shall allow access thereto and copies thereof to be made by the University upon reasonable notice.

10. Record Retention and Inspection.

The Corporation shall keep thorough and accurate books and records relating to the performance of the Management Services with respect to each Assigned Function, in accordance with, and for the periods required by all applicable standards and requirements of governmental authorities, and shall (i) allow the University and/or its representative or designees access to the Corporation's premises at all reasonable times, and from time to time, for the purposes of inspecting same; and (ii) provide copies of all such books and records to the University forthwith upon request.

11. Termination.

This Agreement shall be in effect on the date hereof and shall continue until terminated by either party. Either party may terminate the agreement with respect to any Assigned Function upon ninety (90) days prior written notice with or without cause. Termination or the expiration of this Agreement will be without prejudice to the rights of the parties accrued up to the date of the termination or expiration of this Agreement with respect to such Assigned Function. Upon termination, all auxiliary service contracts managed by the Corporation for the University with respect to such Assigned Function pursuant to the terms of this agreement shall be reassigned to the University within five business days, and a financial accounting of all activities undertaken by the Corporation in connection with such Assigned Functions shall be delivered to the University within 30 days from the date of such reassignment.

12. Further Assurances.

The parties will each, as reasonably required by the other, enter into agreements, execute documents and otherwise do all things as may be necessary or desirable to carry into full force and effect the intention of the parties with respect to this Agreement.

13. Other Activities.

Nothing herein shall in any way preclude the Corporation or its officers, employees, agents, representatives, members, or affiliates from engaging in any other activities or from performing services for its own account provided such

activities or services fall within the scope of its powers and authorities set forth in its Articles of Incorporation and Bylaws as previously approved by the Board of Trustees of the University.

14. General.

(a) No amendment or waiver of any provision of this Agreement, or consent to any departure by either party from any such provision, shall be effective unless the same shall be in writing and signed by the parties to this agreement, and, in any case, such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

(b) This Agreement and the rights of the parties hereunder may not be assigned by either party without the prior written consent of the other party hereto; however, nothing contained herein shall preclude the Corporation from subcontracting for management and operation of the various assigned facilities, programs and services.

(c) Any and all notices hereunder shall, in the absence of receipt by hand delivery, be deemed duly given when mailed, if the same shall be sent by registered or certified mail, return receipt requested, and the mailing date shall be deemed the date from which all time periods pertaining to a date of notice shall run. Notices shall be addressed to the parties at the following addresses:

If to the Corporation:

Ed Ranelli, Chief Executive Officer
UWF Business Enterprises, Inc.
11000 University Parkway, Building 22E
Pensacola, FL 32514

If to the University:

Betsy Bowers, VP for Finance and Administration
University of West Florida
11000 University Parkway, Building 10
Pensacola, FL 32514

Martha Saunders, President
University of West Florida
11000 University Parkway, Building 10
Pensacola, FL 32514

(d) This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous oral and written (and all contemporaneous oral) negotiations, commitments, agreements and understandings relating hereto.

(e) This Agreement may be executed in two or more counterparts, and by different parties on separate counterparts. Each set of counterparts showing execution by all parties shall be deemed an original, and shall constitute one and the same instrument.

(f) The waiver of any party of any breach of this Agreement shall not operate as or be construed to be a waiver by such party of any subsequent breach.

(g) The individuals signing below represent and warrant that they have the full authority of their respective entities to enter into this Agreement and bind their parties to the terms hereof.

(h) This Agreement will be deemed to have been entered into and will be governed by and construed in accordance with the laws of the State of Florida. The parties agree to the jurisdiction of the State Courts of the First Judicial District of the State of Florida.

(i) The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement, not held invalid, shall be binding upon all parties hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers or agents as set forth

University of West Florida
DocuSigned by:
By: Suzanne Lewis
Name: Suzanne Lewis
Title: Chair, UWF Board of Trustees
Date: 07/06/2021

UWF Business Enterprises, Inc.
DocuSigned by:
By: C. Ray Jones
Name: C. Ray Jones
Title: Chair, UWF Business Enterprises, Inc.
Date: 07/06/2021

DocuSigned by:
By: Dr. Martha Saunders
Name: Dr. Martha Saunders
Title: President, University of West Florida
Date: 07/06/2021

DocuSigned by:
By: Dr. Ed Ranelli
Name: Dr. Ed Ranelli
Title: CEO, UWF Business Enterprises, Inc.
Date: 07/06/2021

THE UNIVERSITY OF WEST FLORIDA
and
UWF BUSINESS ENTERPRISES, INC.
MEMORANDUM FOR OPERATIONS

This MEMORANDUM FOR OPERATIONS is made by and between UWF Business Enterprises, Inc. (“BEI”), acting on behalf of the UWF Business Enterprises, Inc. Board of Directors (“Board of Directors”) and the University of West Florida (“the University”), acting for and on behalf of the University of West Florida Board of Trustees (the “Board of Trustees”).

WHEREAS, BEI has been organized and incorporated as a direct support organization of the University of West Florida under Section 1004.28, Florida Statutes; Florida Board of Governors’ Regulation 9.011; University Regulation 5.016; and other applicable provisions of law (collectively, the “Act”); and

WHEREAS, pursuant to the Act, the Board of Trustees is authorized to permit the use of property, facilities, and personal services by any university direct-support organization, subject to regulations to limit the services, activities, and expenses of its direct support organization; and

WHEREAS, the Act authorizes direct support organizations, such as BEI, to enter into agreements to finance, design and construct, lease, lease-purchase, purchase, or operate facilities necessary and desirable to serve the needs and purposes of the University, in accordance with the system wide strategic plan, provided that such agreements are subject to the applicable provisions of Sections. 1010.62 and 1013.17, Florida Statutes; and

WHEREAS, the University and BEI have a Master Management Agreement (the “Master Agreement”) which granted the University President authority, under the circumstances set forth therein, to authorize the assignment of the management and

operation of certain University facilities and programs, referred to as “Assigned Functions,” to BEI; and

WHEREAS, because the Master Agreement contemplates many transactions between the University and BEI, and because there is substantial overlap between the personnel and Boards of the University and BEI, the parties hereto wish to set forth their understandings of the manner of operation of BEI in order to document BEI’s practices of professional and ethical management of the assets of the University and BEI and to thereby avoid the appearance of conflict in its dealings with the University; and

WHEREAS, the University and BEI desire to enter into this Memorandum of Understanding to memorialize the roles and responsibilities of each party to the other party, in an effort to further contribute to the coordination of their mutual activities.

NOW THEREFORE, for and in consideration of the mutual obligations and benefits hereby undertaken and conferred and for other good and valuable consideration, the Parties agree as follows:

University Governance and Relationship Between the University and BEI

1. The Board of Trustees is legally responsible for overseeing the mission, leadership and oversight of all aspects of the University’s operations, including pursuant to section 1004.28, Florida Statutes, the University’s direct support organizations.
2. Pursuant to section 1004.28, Florida Statutes, BEI exists exclusively to support the best interests and mission of the University. BEI will operate in accordance with the provisions of Section 1004.28, Florida Statutes; BOG Reg. 9.011; and UWF Reg. 5.016, including providing annual and quarterly budgets and reports as required therein.
3. The Chair of the Board of Trustees shall appoint at least one representative to the Board of Directors and the executive committee of the Board of Directors in

accordance with s. 1004.28, Florida Statutes. The President of the University or designee shall serve on the Board of Directors and executive committee, in accordance with s. 1004.28, Florida Statutes. The Board of Trustees shall approve all other appointments, including elected directors, to the Board of Directors.

4. If amendments to the Articles of Incorporation or Bylaws of BEI occur by operation of law they are effective upon the date of implementation of the new law. Other amendments to the Articles of Incorporation or Bylaws of BEI shall be submitted by the UWF President to the Board of Trustees for approval prior to becoming effective.
5. Consistent with the regulations of the Board of Trustees, in the event BEI is decertified as a direct support organization of the University or ceases to exist, BEI shall, after paying or making provision for payment of all the liabilities of BEI, distribute all of the remaining assets of BEI to the University.
6. BEI and the University acknowledge that each is an independent entity and that neither will be liable, nor will be held out by the other as liable, for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, employees or agents. Each party's liability to the other party shall be limited to the extent defined by agreement duly approved by the University and BEI, or any other appropriate regulatory body, such as the Florida Board of Governors. BEI is a separately incorporated 501(c)(3) non-profit organization that is responsible for its own acts or omissions. BEI's Board of Directors is responsible for the control and management of all BEI's assets.
7. The University owns the computer servers used by BEI. However, BEI is responsible for and will manage the records maintained on those servers. BEI shall be responsible for and shall manage and maintain all records included within the University's database it uses to maintain confidential records.

- 8.** The University is responsible for the employment, compensation, and evaluation of all its employees, including any employees assigned to perform any work or functions on behalf of BEI. Any University employee performing work on BEI's behalf shall be considered an agent of BEI for that limited purpose. In the event BEI employs personnel directly, it shall be responsible for the employment, compensation, and evaluation of its employees.
- 9.** The University may provide BEI with fair and reasonable compensation or payment for goods or services procured by the University from BEI. The University may also provide in-kind support to BEI, including but not limited to use of University premises, technology resources, professional or other staff such as accounting/finance staff, procurement, legal counsel as appropriate, facilities maintenance, and the like, in the same manner as made available to University departments/units.
- 10.** BEI will operate in a manner that will minimize the University's exposure to legal and financial issues.
- 11.** The University President will designate a University employee outside the BEI CEO's line of command for the purposes of consultation and review (the "President's Appointee"). The University's Chief Financial Officer has been so designated as the President's Appointee at this time. At the time of presentation of its quarterly expenditure plan delineating planned actions that would cause a significant commitment of University resources or represent a significant commitment of the resources of the DSO, BEI will consult with the President's Appointee to determine whether any planned activities should be presented to the University Cabinet for information and advice.
- 12.** BEI will provide for notice and approval of the President's Appointee prior to making verbal or written agreements with respect to joint ventures with outside entities.

- 13.** BEI will at all times operate in a manner that is consistent with the goals of the University and the interests of the University and the State of Florida. BEI has been formed exclusively to serve the best interests and mission of the University pursuant to Section 1004.28 of the Florida Statutes, and in this respect, BEI agrees that the University oversees its financial decisions, including, in the event of litigation, settlements. BEI will submit all contractual agreements to the University's Office of General Counsel for approval prior to execution. Both BEI and the University waive any actual or perceived conflict of interest on the part of the Office of General Counsel with respect to its representation of both the University and BEI. BEI and the University agree that the Office of General Counsel may freely share BEI information with the University and University information with BEI and waive their right to assert the attorney client privilege against the other with respect to such shared information.
- 14.** BEI will not undertake Assigned Functions without complying with the requirements of the Master Management Agreement. In accordance with the Master Management Agreement, BEI is responsible and has full authority for all current and future administrative and fiscal activities relating to Assigned Functions. Authority is construed to include, but not be limited to, contracts, memoranda of understanding, memoranda of agreement, forms, letters of agreement, applications, and extensions and renewals thereof, relating to the evaluation, acceptance, disposition, transfer, assignment and conversion of budgets, revenues and expenditures, and to the normal business and financial operations of the Assigned Function. Notwithstanding the foregoing, if a contract or agreement obligates or materially affects the interests of the University in addition to BEI, or if both the University and BEI are parties to the contract or agreement, the document may be approved by the CEO of BEI on behalf of BEI, but the document shall require review, approval and execution on behalf of the University by the President's Appointee.

15. BEI will recognize the public relations impact of its practices and will establish in dialogue with the University protocols for responding to media, queries in public forums, and the university community, including adoption of a BEI Board Spokesperson Policy.
16. BEI agrees to comply with all applicable laws governing University direct support organizations in Florida including, but not limited to Florida Statutes, Florida Board of Governors' regulations, policies, rules, guidelines and applicable University regulations, policies, rules and guidelines.
17. The CEO of BEI is responsible for ensuring compliance with all provisions and requirements set forth herein.

Financial Matters and Reports

18. The Board of Trustees, in accordance with regulations and guidelines of the Board of Governors, shall prescribe by regulation conditions with which BEI must comply in order to use property, facilities, or personal services at the University.
19. BEI will report its anticipated use of University resources to the Board of Trustees on an annual basis for approval. The report will identify the number and position of employees who will provide personal services to BEI, as well as the square footage of the areas in the University buildings which will be utilized as office space by the Foundation. The University may then ascribe the value of such property use in accordance with its internal valuation formula. BEI shall also seek approval from the Board of Trustees for transactions requiring approval in the applicable regulations of the Florida Board of Governors and the University governing direct support organizations. The University will annually obtain confirmations and other documentation from BEI Management affirming that University resources were used only for purposes approved by the Trustees.

- 20.** BEI is responsible for establishing a financial plan and annual operating budget. The annual operating budget of BEI shall be approved by the Board of Directors and Board of Trustees. Significant changes in planned expenditures in the approved budget must be reported to the Board of Trustees as soon as practicable, but no later than the deadline established by the Board of Trustees.
- 21.** To the extent payments are made to BEI from the University or from BEI to the University, all payments shall be limited by the applicable Florida Board of Governors regulation and University regulation governing direct support organizations. Any allowable transfers shall be formalized in a written agreement or electronically in a form that has a retrievable transaction trail establishing the basis for any such payments.
- 22.** BEI shall provide for an annual financial audit of its accounts and records to be conducted by an independent certified public accountant in accordance with rules adopted by the State of Florida Auditor General pursuant to s. 11.45, Florida Statutes and by the Board of Trustees. The Board of Trustees will receive a copy of the audit of BEI's financial and operational records and the annual audited financial statements, including management letter, and will certify the compliance of BEI with applicable statutes and rules with regard to direct support organizations of the University.
- 23.** BEI will, on a quarterly basis, present to the President's Appointee an unaudited financial statement or cash flow report reflecting expenditures and revenues for the preceding quarter.
- 24.** BEI will carefully track its income and expenditures to ensure that any unrelated business income activities and revenues are controlled, to ensure that any unrelated business income taxes are paid, and to ensure that any State of Florida taxes (e.g., sales tax, real and personal property tax) that may accrue are paid when due.

25. BEI, as a regular practice will handle its own procurement activities in accordance with its Procurement Policy. BEI may request that the University handle a particular procurement activity if BEI believes that efficiencies will result.
26. BEI will establish appropriate financial practices and procedures for financial accounting, that, at a minimum will:
 - (a) Provide for internal controls designed to prevent misstatement and appearance of conflict, such as insuring proper segregation of duties between the employee(s) requesting, approving, receiving and reconciling funds.
 - (b) Provide for internal controls to ensure all expenditures of BEI funds are preapproved by the CEO of BEI or a person authorized by the CEO, as well as, by any necessary secondary approver(s).
 - (c) Ensure a clear audit trail exists and is fully documented.
 - (d) Ensure that financial transactions meet an arms-length standard and do not inure to the benefit of any private party.
 - (e) Discretely show each operation of BEI and that operation's net profit or loss.
 - (f) Preparation of the annual financial statement (in governmental accounting format) and audit to be completed by September 1st of each year to enable the University to timely comply with its obligation to present a completed financial report to the Board of Governors on or before the 15th day of September of each year.
 - (g) Ensure that the annual audit will be presented to the BEI Board, or a sub-committee of the Board appointed for that purpose, for approval

prior to submission to the University. (Presentation to BEI staff alone is not adequate).

- (h) Include the University's Office of Internal Auditing in the selection of BEI's outside auditor.
- (i) Consistently follow an accrual basis for accounting and reporting.
- (j) Follow appropriate GASB financial guidelines.
- (k) Ensure expenditures of BEI funds are executed in accordance with the terms and conditions of BEI's policies and procedures, including BEI's Procurement Policy, and consistent with good judgment, reasonableness, prudence and a high sense of ethics.
- (l) Ensure separation of duties exists for procurement sufficient at a minimum to ensure that different persons will control (i) requisition/solicitations; (ii) contractual provisions; and (iii) documentation of payment of invoices.
- (m) Ensure all disbursement requests submitted are originals and include original signatures and original itemized invoices and that whenever possible, barring any unforeseen circumstances, BEI will follow the Florida Prompt Payment Act (F.S. 218.735).
- (n) Ensure requests for reimbursement are submitted in a timely manner (i.e., within ninety days of the transaction).
- (o) Ensure that if University PCard or separate DSO business credit cards are used for small purchases, adequate documentation is maintained, timely approval occurs, reconciliation of the monthly charge card statement is accomplished by someone other than the cardholder, and reconciliation is reviewed by BEI's CEO.

- (p) Ensure PCI DSS compliance for any credit card payments accepted by BEI.
- (q) Documented general accounting procedures to include: amortization and depreciation, routine processes, any policies and procedures of the University which appropriately extend to BEI and have been formally adopted by the BEI Board of Directors, reviews and approvals (including contracts and agreements requiring signatures of the University and BEI), flow of funds, reconciliations, financial reporting, tax reporting, and the presentation of financial, tax, and audit reports to the BEI Board of Directors and the University Board of Trustees or designee for informational / approval purposes.

Personnel

27. BEI will establish procedures with respect to personnel that will:

- (a) Reflect whether payroll processing will be performed in-house or out-sourced.
- (b) Provide appropriate contractual arrangements with any outsourced provider.
- (c) Provide that any transition or acquisition of employees of BEI will be carefully planned and executed.
- (d) Provide appropriate methodology, consistent with the other University DSOs, to estimate the costs for time spent by University employees assigned to perform duties for BEI and other University resources utilized for BEI activities for the purpose of recording in-kind contributions in accordance with generally accepted accounting principles and state law; provide for any required or appropriate

reimbursement of the University for employee wages and fringe benefits.

- (e) Provide appropriate safeguards for nepotism.
- (f) Provide thorough job descriptions for BEI personnel and for those with split assignments, and ensure internal control duties are reflected in the job descriptions.
- (g) If BEI begins compensating employees, ensure that compensation is reasonable in view of the services rendered, and appropriately reflect how such compensation will affect the employees University status.

Real Property

28. BEI will develop policies or procedures on the use of real property that will:

- (a) Ensure that any subleases of University property will comply with any requirements under law, University policy, or BEI articles and bylaws for approval of UBOT and/or BOG.
- (b) Ensure that privatized development projects with which BEI is involved located on University property are consistent with University practices for the application of UWF Building Design and Construction Standards, are acceptable to the University, and are consistent with the approved Campus Master Plan.
- (c) Set forth practices for obtaining appraisals and ensuring arms-length bargaining for real property acquisitions and dispositions.
- (d) Ensure compliance with the University's Real Property Policy.
- (e) Specify that contractors and/or consultants hired by BEI work for BEI and will be made available to advise the University as appropriate.

Review

29. This MOU will be reviewed from time to time by the parties and appropriate updates and revisions will be timely accomplished in writing.

UWF BUSINESS ENTERPRISES, INC.

DocuSigned by:
By: C. Ray Jones
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Date: 07/06/2021

C. Ray Jones, Chair

UWF Business Enterprises, Inc.

DocuSigned by:
By: Dr. Ed Ranelli
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Date: 07/06/2021

Dr. Ed Ranelli, Chief Executive Officer

UWF Business Enterprises, Inc.

UNIVERSITY OF WEST FLORIDA

DocuSigned by:
By: Suzanne Lewis
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University of West Florida Board of Trustees

Date: 07/06/2021

DocuSigned by:
By: Dr. Martha Saunders
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Dr. Martha Saunders President

Date: 07/06/2021

Approved as to Form and Legal Sufficiency

DocuSigned by:
Carolyn Eaton
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Office of General Counsel

UWF Board of Trustees Meeting
Finance, Facilities & Operations Committee
August 19, 2021

Issue: Statewide Mutual Aid Agreement

Proposed Action: Approval

Background Information:

The state's Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency. When this occurs, local communities are quickly over-taxed in regard to available response personnel and resources. The Statewide Mutual Aid Agreement (SMAA) allows for statewide mutual support for the University of West Florida, Escambia County, and others in the state. The Florida Division of Emergency Management (FDEM) is tasked with implementing mutual aid programs at the local, state, and federal level. The serves as a venue for the exchange of emergency resources throughout the State of Florida. All 67 Florida counties, cities, universities, and state colleges are required signatories of the agreement. The SMAA automatically renews each year; only the contact information needs to be updated by using the Form C each year.

Recommendations:

- **Approve** Statewide Mutual Aid Agreement.
- **Authorize** BOT chairman to sign the agreement.

Implementation: This SMAA will take effect upon being signed and filed with the Florida Department of Emergency Management.

Fiscal Implications: Fiscal oversight of the Board of Trustees.

Supporting documents:

- Statewide Mutual Aid Agreement
- Statewide Mutual Aid Agreement (SMAA) Information Sheet
- Governor's Statewide Mutual Aid Agreement
<https://www.floridadisaster.org/globalassets/dem/response/logistics/smaa/smaa-2018-version-4.30.21.pdf>

Prepared by:

Betsy Bowers, Vice President, Finance & Administration, 850-474-2210, bbowers@uwf.edu

Presenters:

Betsy Bowers, Vice President, Finance & Administration, 850-474-2210, bbowers@uwf.edu
David Faircloth, Captain, University Police, 850-474-2415, dfairclo@uwf.edu



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

Kevin Guthrie
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SCHOOL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF University of West Florida
UNIVERSITY, STATE OF FLORIDA

By: Becky Luntsford
Clerk

By: Suzanne Lewis
Chairman

Date: August 19, 2021

Approved as to Form:

DocuSigned by:
Carolyn Eaton
By: Carolyn Eaton
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____



ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: University of West Florida

Mailing Address: 11000 University Parkway

Pensacola, FL 32514

Authorized Representative Contact Information

Primary Authorized Representative

Name: David Faircloth

Title: Captain

Address: 11000 University Parkway, Building 94, Pensacola, FL 32514

Day Phone: 850-474-2415 Night Phone: 850-418-3426

Facsimile: 850-474-3337 Email: dfairclo@uwf.edu

1st Alternate Authorized Representative

Name: Marc Cossich

Title: Chief

Address: 11000 University Parkway, Building 94, Pensacola, FL 32514

Day Phone: 850-474-2415 Night Phone: 936-559-3306

Facsimile: 850-474-3337 Email: mcossich@uwf.edu

2nd Alternate Authorized Representative

Name: Deborah Fletcher

Title: Assistant Chief of Police

Address: 11000 University Parkway, Building 94, Pensacola, FL 32514

Day Phone: 850-474-2415 Night Phone: 850-525-3100

Facsimile: 850-474-3337 Email: dfletcher@uwf.edu

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

STATEWIDE MUTUAL AID AGREEMENT (SMAA) INFORMATION SHEET

<https://www.floridadisaster.org/dem/response/logistics/>

Signing the Agreement:

A copy of the SMAA with **handwritten or digital signature** should be submitted.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

Minutes or Resolution from your governing board, which indicates the agreement was adopted or approved.

A Certificate of Liability Insurance or Resolution of Self Insurance.

A completed copy of Form C, **PAGE 23** of the agreement.

FDEM Contact Information:

Alex Furlong | Mutual Aid Coordinator
Bureau of Response, Logistics Section
Alex.Furlong@em.myflorida.com
Mobile: (850) 328-7491 Office: (850) 815-4278

Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

UWF Board of Trustees Meeting
Finance, Facilities, & Operations Committee
August 19, 2021

Issue: Amendment #5 to Master Lease (#2722) between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the UWF Board of Trustees

Proposed Action: Approval

Background Information:

Lease #2722 is the main campus lease from the state (i.e., Internal Improvement Trust Fund [IITF] of the State of Florida). This lease was entered into with the IITF when UWF became a university. Over the years, there were four other amendments to the lease as follows:

1. Added 30 acres from A.V.T. Investments, Inc. (8/18/2000)
2. Added acreage from the J.H. Baroco Foundation (11/3/2000)
3. Added acreage from the J.H. Baroco Foundation (3/23/2001)
4. Added Historic Pensacola, Inc. property to UWF holdings (12/22/2008)
5. Added 105.34 acres from UWF Foundation, Inc.-land swap (3/1/2011)

This fifth amendment added 105.35 acres of land to UWF's holdings and was a land swap with the UWF Foundation, Inc. On September 17, 2010, both the UWF Board of Trustees Finance, Administration, and Audit Committee and the full BOT approved the land swap. The location of this acreage is where nature trails and bike paths currently exist. A diagram of the acreage is attached as part of the fifth amendment to Lease #2722. In May 2020, the DEP Division of State Land's new bureau chief, in cleaning up records for the IITF Board, noted Amendment Five was not on file and needed to be signed. All other documents were on file with the IITF.

Per UWF Regulation BOT-10.02-06/18 *UWF Real Property Policy*, Section 5.0 requires the UWF Board of Trustees (BOT) to review any material real property transactions. This is brought to the BOT after a review by the university, particularly the University CFO, to ensure that the use of the land supports the mission, minimizes insurance risk, clarifies legal responsibilities, and avoids inappropriate use.

Recommendations: **Approve** Lease #2622 Amendment Five
Authorize the BOT chairman and UWF CFO/VP Finance & Administration to sign the lease.

Implementation Plan: Execute Lease #2622 and file with the IITF

Fiscal Implications: UWF BOT fiduciary oversight of university operations

Supporting document:

- Amendment Number Five to Lease Number 2722 (diagram of acreage included)

Prepared by:

Betsy Bowers, Vice President, Finance & Administration, 850-474-2210, bbowers@uwf.edu

Carolyn Eaton, Interim General Counsel, 850-857-6198, ceaton@uwf.edu

Presenters:

Betsy Bowers, Vice President, Finance & Administration, 850-474-2210, bbowers@uwf.edu

Carolyn Eaton, Interim General Counsel, 850-857-6198, ceaton@uwf.edu

This instrument prepared by:
Angel Granger
Department of Environmental Protection
Bureau of Public Administration
Division of State Lands
3900 Commonwealth Blvd. MS 130
Tallahassee, Florida 32399-3000
AID# 41685

ATL1
[60.58 (+/-) acres]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

AMENDMENT NUMBER FIVE TO LEASE NUMBER 2722

THIS LEASE AMENDMENT is entered into this ____ day of _____, _____, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "LESSOR" and **THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES**, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on January 22, 1974, LESSOR and LESSEE entered into Lease Number **2722** (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number **2722** is hereby amended to include the real property described in Exhibit "A" attached hereto and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number **2722**, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.
3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number Five to Lease Number **2722** is hereby binding upon the parties hereto and their successors and assigns.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

WITNESSES:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

Original Signature

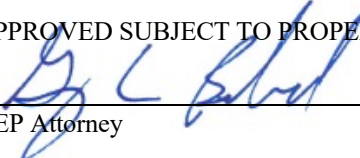
Print/Type Name of Witness

“LESSOR”

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



DEP Attorney

05-08-2020

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

(SEAL)

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BY: _____
Suzanne Lewis, Chairman

“LESSEE”

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20____, by Suzanne Lewis, as Chairman, for and on behalf of The University of West Florida Board of Trustees. She is personally known to me or has produced _____, as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

Exhibit "A"

Parcel 1-A

A parcel of land lying and being in Section 25, Township 1 North, Range 30 West, Escambia County Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 24, Township 1 North, Range 30 West; thence South 87°03'36" East along the North line of said Section 24 for 2179.01 feet for the Point of Beginning; thence continue South 87°03'36" East for 456.42 feet; thence South 07°52'51" East for 2050.01 feet to the Northerly right-of-way line of a Gulf Power Company 100 foot road right-of-way; thence South 61°28'13" West along said right-of-way for 479.08 feet; thence North 07°52'51" West for 2304.65 feet to the Point of Beginning.

AND

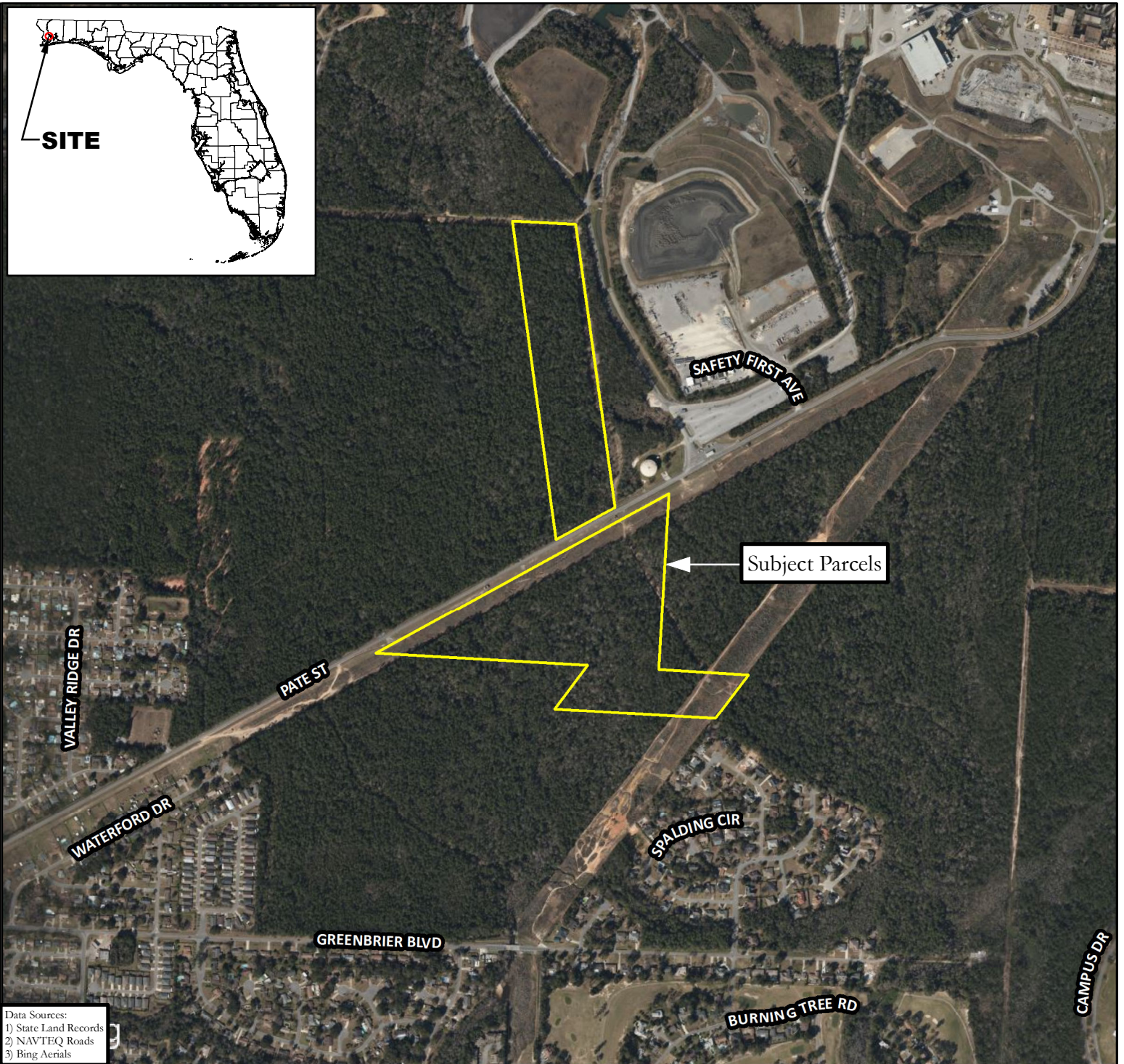
Parcel 1-B

A parcel of land lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Scenic Hills Country Club Subdivision as recorded in Plat Book 4 at Page 77 in the Public Records of said County which bears South 87°55'09" East for 5949.65 feet from the Southwest corner of Section 24, Township 1 North, Range 30 West (said Point of Commencement is on the West line of the University of West Florida property); thence run North 03°20'38" East along said West line for 50.01 feet to the intersection of the North right-of-way line of Greenbriar Boulevard (100' R/W) and said West line; thence run North 87°54'58" West along said North right-of-way line, a distance of 3314.87 feet to the Southwest corner of Scenic Hills North Subdivision as recorded in Plat Book 12 at Page 88 in the Public Records of said County; thence run North 88°07'59" West along said North right-of-way line, a distance of 1171.60 feet to an intersection with the East line of the Third Parcel described in Official Records Book 4641, Page 945; thence run North 37°14'10" East along said East line, a distance of 2056.78 feet to the Point of Beginning; thence continue North 37°14'10" East along said East line, a distance of 392.17 feet to the Northeast corner of said parcel; thence run North 86°39'00" West along the North line of said parcel, a distance of 1525.15 feet to the Southerly right-of-way line of a Gulf Power Company 100 foot road right-of-way; thence run North 61°26'56" East, along said right-of-way line, a distance of 2395.94 feet; thence run South 03°20'19" West, a distance of 1266.21 feet; thence run South 86°38'35" East, a distance of 644.04 feet to the most Easterly right-of-way line of a 250 foot wide Gulf Power Easement, being also the Northerly extension of the West line of said Scenic Hills North Subdivision; thence run South 37°17'04" West along said Easterly right-of-way line, to and along the West line of said Scenic Hills North Subdivision, a distance of 392.39 feet; thence run North 86°38'35" West, a distance of 1152.80 feet to the Point of Beginning. As recorded in Official Records Book 6736, Page 1423, Public Records of Escambia County, Florida.

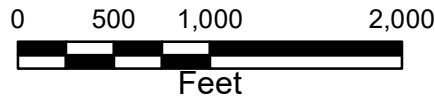
University of West Florida Exchange
UWFF to BOT
Escambia County

BSM
BY SK
Date: 4.20.2011



Data Sources:
1) State Land Records
2) NAVTEQ Roads
3) Bing Aerials

 Subject Parcels



Lease 2722 - Amendment 5

Escambia County, Florida