

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



Budget, Finance and Facilities Committee

**Meeting Materials
June 1, 2022**

FLORIDA **A&M** UNIVERSITY
Board of Trustees

Budget, Finance and Facilities Committee Meeting

Wednesday, June 1, 2022

9:00 a.m.

Location: Band Rehearsal Hall

Committee Members: Kimberly Moore, Chair
Otis Cliatt, Thomas Dortch, Kelvin Lawson, Belvin Perry, Craig Reed and Kenny Stone

AGENDA

- | | | |
|-----|---------------|--------------------|
| I. | Call to Order | Trustee Moore |
| II. | Roll Call | Dr. Lynn B. Turner |

ACTION ITEMS

- | | | |
|-------|---|--------------------|
| III. | Minutes from the February 16, 2022 Committee Meeting | Trustee Moore |
| IV. | Amendment to Regulation 3.017, Schedule of Tuition & Fees | Mrs. Rebecca Brown |
| V. | Budget Amendment for Childcare Center | Mrs. Rebecca Brown |
| VI. | Budget Amendment for Student Orientation | Mrs. Rebecca Brown |
| VII. | Barnes and Noble Agreement | Mrs. Rebecca Brown |
| VIII. | Contract Amendment - CDW | Mrs. Rebecca Brown |
| IX. | 2022-2023 Preliminary University Budget | Mrs. Rebecca Brown |
| X. | 2023-2024 Fixed Capital Outlay Budget: Capital Improvement Plan | Mrs. Rebecca Brown |
| XI. | Property Write-Offs | Mrs. Rebecca Brown |
| XII. | Banking Resolution | Dr. Denise Wallace |

INFORMATION ITEMS

- | | | |
|-------|--|--------------------|
| XIII. | Vice President for Finance and Administration's Report | Mrs. Rebecca Brown |
| | a. Division of Finance & Administration – Department Spotlight | |
| | b. Financial Status Report / Quarterly Budget Review | |
| | c. Report on MWBE | |
| | d. Master Plan Update (including Housing Comprehensive Study) | |
| | e. Compensation Study Update | |
| XIV. | Stimulus Funding Expenditure Report to Date | Dr. Erick Akins |
| XV. | Adjournment | Trustee Moore |

Supplemental Document: List of Contracts over \$100,000

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



Action Item:
Minutes
February 16, 2022

FLORIDA UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: III

Subject: Minutes from the February 16, 2022 Committee Meeting

Proposed Board Action:

In accordance with the Florida Statutes, a governing body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

Recommendation: Approval of the February 16, 2022 minutes.

Attachments: Yes

1. Budget, Finance and Facilities Committee Meeting Minutes (February 16, 2022)

FLORIDA UNIVERSITY

Board of Trustees

Budget, Finance and Facilities Committee Meeting

Trustee Kimberly Moore, Committee Chair
Wednesday, February 16, 2022 Location: Grand Ballroom

MINUTES

Committee Members Present: Kimberly Moore, Otis Cliatt, Thomas Dortch, Kelvin Lawson, Belvin Perry and Kenny Stone

Call to Order/Roll Call

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

ACTION ITEMS

Approval of Minutes – December 2, 2021.

There were no revisions to the minutes.

The motion to approve this action item was carried.

Student Accounts Receivable Write-Offs

Pursuant to Section 1010.03, F.S., Interim VP Brown requested board approval to fiscal year 2021-2022 Student Accounts Receivable Write-Offs in the amount of \$1,887,695.61. A comparison of previous fiscal years' write-off amounts was provided.

Questions/Comments re: Student Accounts Receivable Write-Offs

- Trustee Lawrence asked for an explanation of the process.
Response: Interim VP Brown explained the process of acquiring and collecting student debt. Trustee Moore clarified that students are still pursued to fulfill their financial obligation, it is not wiped away. Good news is that there is less debt to pursue when compared with prior two years.
- Trustee Cavazos asked how successful is the debt collection process and is that paid back to the University. Also, Trustee Cavazos asked if the write-off applied to graduate students.
Response: AVP Tonya Jackson (Controller) explained that the debt collection process begins with the internal staff pursuing the student to attempt to collect the debt. After the semester it is turned over to an external debt collection agency. They have been successful in recovering most of the debt from students. This write-off applies to all students with any type of accounts receivable.
- Trustee Cavazos asked if there is a breakdown showing what colleges, schools for the write-off or is it that total sum?
Response: AVP Jackson indicated that the write-off amount is shown as a total sum of all the uncollectible accounts but certainly with some time and effort, staff can drill-down to provide more detail where needed.
- Trustee Lawson asked for specific explanations of three uncollectible accounts listed on the materials; they were: Student Refund Account Total, Other- Conversion from Legacy Total, and University Commons Total.
Response: AVP Jackson provide sufficient explanation on each of the three uncollectible accounts.
- Trustee Stone asked if the students with the uncollected debt were continuing their education, graduated or employed. Also, he asked what the average uncollected amount per student; were these amounts massive sums of money or smaller amounts. Trustee Stone reiterated that more work can be done in identifying a student profile as these and other details about the student will better assist in knowing what kind of extension or terms can be presented to them for debt to be paid.
Response: AVP Jackson indicated that the students' account balance is \$25,000 or less and they are not a current student. She added that typically the balances per student are no more than \$3500-\$5000.

The motion to approve this action item was carried.

FLORIDA UNIVERSITY

Board of Trustees

INFORMATION ITEMS

Vice President for Finance and Administration's Report

a. Financial Status Report / Quarterly Budget Review

Interim VP Brown presented a budget comparison of Quarter 2 for FY 20-21 and FY 21-22. Explanation of categories where there were +/- 10% changes were provided. In the Auxiliaries category, the 13% decrease of budget expended due to retirement of the previous year's debt service and a reduction in the expenditures of renovations and repairs. The FY 21-22 reduction in technology fees (60% decrease) is related to expenditures subsidized by federal stimulus funds. The increase in FY 21-22 student activities (20% increase) is attributed to the return of Homecoming activities. Overall, the percent of quarter 2 expenditures for both the current and previous fiscal years is the same at 75%.

b. Report on MWBE

Interim VP Brown reported on expenditures for Minority and Women-owned Business Enterprises for FY 2021-22. Overall, the university spend, outside of planning and construction, is \$25.9 million with 12% of the services procured by MWBEs. Regarding construction, minority vendors accounted for 25% of minor projects and 10% of major projects on campus. An Action and Outreach Plan of strategies currently implemented and those that are planned was presented. The university continues to increase efforts in engagement and promotion of access and opportunity of all supplier groups. Mr. Keith Bowers, Regional Director of the FAMU Small Business Development Center (SBDC) presented outreach and engagement activities facilitated by SBDC for all certified / non-certified suppliers.

Questions/Comments re: MWBE

- Trustee Dubose acknowledged the progress and asked if majority companies could partner and/or mentor MWBEs.
Response: Mr. Bowers mentioned that there is an initiative with AJAX for a mentorship program where minority companies are paired with majority companies for perhaps provide joint venture opportunities and other ways MWBEs can learn from expertise. Office of Economic Vitality is also working with SBDC to continue developing initiatives for MWBEs.

c. Project Updates – University Construction / Operations

Bragg Memorial Stadium

Interim VP Brown presented the status of the Bragg Memorial Stadium since the last University Construction Oversight meeting. Demolition of the seating is in advance of the timeline. The stadium project will not cause a delay in the football season home game opening date. The project to date is on-time and within budget.

Questions/Comments re: University Construction / Operations

- Trustee Cliatt asked if there is a built-in hedge into the financials to deal with inflation.
Response: Director Craig Talton provided more details regarding tasks occurring and indicated that we are ahead of the demolition. Within the next couple of months once critical items are done, we will then assess and will possibly relax the schedule. We will be ready before the first home game.
- Trustee Cavazos asked about the status of the restroom situation in terms of regulation compliance.
Response: Director Craig Talton indicated that we are looking to modernize the restrooms in a future phase when more funding is identified. Trustee Moore further explained that the current dollars are being used to meet the codes, including ADA and life safety requirements.
- Trustee Dubose asked how we are thinking about rental of space at the stadium for possible year-round use.
Response: Director Talton indicated that there are platforms being constructed on each side of the skybox. Once all essential items are taken care of, additional suites can be added at a later date.

d. Master Plan Update / Housing Study Update

Interim VP Brown presented information on **FAMU locations** comprising the main campus, satellite and leased spaces. Trustee Moore added that this information helps Trustees understand exactly where the various University locations are.

FLORIDA UNIVERSITY

Board of Trustees

A chart from the FLBOG showing the **Deferred Maintenance** within the State University System was shared. FAMU's request totaled \$99 million for 95 projects. These 95 projects are for E&G facilities and was a part of a previously BOT-approved request.

Mr. Shawn Kalbli of Kimberly Horne provided information on a recent activity related to the **Campus Master Plan Update**. Interviews have been conducted and the survey for BOT members will be re-opened because only 6 responses were obtained. Mr. Kalbi shared the timeline for tasks and pending completion dates. In June, an update will be presented to the BOT.

Questions/Comments re: Master Plan Update

- Trustee Dubose stated that because work has changed on-site and remote is changed and will continue to evolve over the years; therefore, real estate investments will need to be reconsidered. Just wanted to know that these factors and situations from a master planning point of view. Needs to be considered when we think about capital investments and further expansion and how the work will be done going forward because the world has changed and continues changing rapidly.
Response: VP Brown confirmed that these discussions are being had and will be embedded into the Master Plan process. President Robinson added that we do have a Strategic Planning process. We have to be prepared for what comes next. Expectations of students and our capacity to deliver have changed. We have to consider those factors when we talk about and prepare our Infrastructure for the near future. It has to be integrated in the Strategic Plan first and then the Master Plan.
- Trustee Cliatt suggested some focus should be on improving and increasing online course offerings and reconfiguration of existing buildings to create more space, particularly administrative buildings.
Response: Trustee Moore urged Trustees to complete the Master Plan survey to share their feedback and thoughts about where the University should go.
- Trustee Stone added to the conversation about strategic planning. He asked if there was a feedback mechanism for students in order to capture their viewpoints.
Response: Trustee Moore reminded that the housing study update will provide more details on the student feedback mechanism and other pertinent information.
- Trustee Harper followed up on Trustee Stone's point about the students' voice to say that feedback is incorporated into the strategic plan and that on-going feedback from students will be implemented as well.

The presentation of the **Housing Study Update** was facilitated by Tara Rial of Novogradic and Company, LLP. A housing study survey was conducted with students throughout the campus. Ms. Rial shared the methodology for collecting data regarding student housing needs and researched other factors including new development in Tallahassee, recent developments at similar universities, and costs for student housing. Ms. Rial presented future and current housing recommendations based on the data analysis. VP Hudson added that the replacement cost for Gibbs Hall is 15% more than the renovation cost. A newer building will bring more value.

Questions/Comments re: Housing Study Update

- Trustee Dubose asked if student security and cleanliness in residence hall facilities (particularly restroom areas) items that were of concern by students. Lastly, he inquired about the national historic status of our buildings and how that is taken into consideration with discussion of demolishing buildings.
Response: Ms. Tara Rial indicated that security concerns were addressed and recommended to include key fobs only for students that live in the buildings and placement of security cameras for future residence halls. Cleanliness of bathrooms were discussed a lot because students were less likely to want to share restrooms with a large number of students on the floor. During the data collection, facilities staff relayed that students should hold each other accountable to successfully co-exist. As for the historical buildings, that was important to students, faculty and staff. Anything new would be retro-fitted to match the current building architecture.
- Trustee Stone asked if the student demand and feedback were consistent with other universities. Also, for universities that retain their older students on campus longer, he asked were undergraduates and graduate students housed separately.

FLORIDA UNIVERSITY

Board of Trustees

Response: Ms. Tara Rial stated that many universities held back on building during the pandemic. Tennessee State was the only university researched that is actively building a new facility. Having undergrad and graduate students being separate will be the university's decision. Generally graduate students would want the apartment style units. VP Hudson concurred that graduate students prefer to live in separate residence halls.

- Several Trustees shared concerns about the historic buildings being considered for demolition. A suggestion was to ensure the University works with a consulting firm and construction firm that specialize in renovating older buildings in an effort to preserve our historical buildings on campus.
- Trustee Lawson asked VP Hudson about the timing for deciding about Gibbs Hall. Also, he mentioned that keeping the building names is a concern of alumni.

Response: VP Hudson reported that by the next board meeting a decision can be made on how to move forward with Gibbs Hall. The survey will look at the infra-structure to make sure there is no life and health safety issue, building codes and ADA compliance impacts decision to renovate or to build new construction. VP Friday-Stroud indicated the building name can be made a part of the construction process to avoid and after-the-fact action similar to Polkinghorne Village.

- Trustee Whigham shared a pressing issue from students on campus was regarding the plan for laundry on campus.

Response: Director Wilder emphasized that laundry is not free and stated the question from students is for the costs for laundering clothes to be added to the cost of the room fees so that they do not have to pay for laundry every time they use the machines. Therefore, housing rates will need to be increased to add the cost of laundering.

- [Note: Due to technical difficulties, Trustee Cliatt's questions could not be heard and were relayed after the meeting via email. His questions will be addressed in a written follow-up report from staff.]

e. Compensation Study Update

Interim VP Brown reported that the insights meetings have been concluded. A proposal from the Segal Group has been received to assist with developing the total compensation philosophy. Contract should begin at the beginning of the new fiscal year with contingency dates built in for services due the consultants staffing issues due to COVID. The compensation study is projected to be completed by the end of fiscal year 2022-23. In the meantime, a short-term strategy on how to deal with compensation-related matters.

f. Division of Finance & Administration – Department Spotlight

Interim VP Brown spotlighted the department of Business and Auxiliary Services (BAS) headed by the Interim Assistant Vice President Michael Smith. Interim AVP Smith shared information regarding the services provided by BAS and presented a brief video on the newly renovated upstairs dining hall at the Student Service Center.

Stimulus Funding Expenditure Report to Date

Dr. Erick Akins presented an update of expenditures of funds allocated to the university under the Coronavirus Aid, Relief, and Economic Security Act (CARES), Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA), and American Rescue Plan (ARP). The total funds allocated to the university total \$195,448,168 with 63.53% spent or obligated as of the date of the report (1/21/22).

Annual Budget Workshop

Trustee Moore informed that information will be sent in advance of the upcoming Budget Workshop. In response to Trustee Dubose's question, Trustee Moore encouraged BOT members to forward topics regarding budget-related matters for consideration for the workshop agenda.

The meeting adjourned.

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



Action Item:
Amendment to Regulation 3.017,
Schedule of Tuition & Fees

FLORIDA UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: IV

Subject: Amendment to Regulation 3.017, Schedule of Tuition and Fees

Proposed Board Action:

The amendment to this Regulation decreases the repeat course fee rate from \$192.47 to \$189.74 as mandated by the State University System (SUS) of Florida Board of Governors determined Repeat Course Fee for 2022-23. This is a decrease from 2021-22 by (\$2.73) due to the estimated expenditures not increasing significantly from prior year and the estimated student credit hours have increased.

Recommendation: Approval of the amendment to Regulation 3.017 – Schedule of Tuition and Fees.

Attachments: Yes

1. Markup of Proposed Regulation 3.017 – Schedule of Tuition and Fees

FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES



NOTICE OF PROPOSED AMENDED REGULATION

DATE: June ~~1, 2022~~, 2021

REGULATION CHAPTER NO.: Chapter 3

REGULATION CHAPTER TITLE: Administration

REGULATION TITLE AND NUMBER: Schedule of Tuition and Fees - 3.017

SUMMARY OF REGULATION: The amendment to this Regulation also decreases the repeat course fee rate from ~~\$189.76~~ ~~\$192.47~~ to ~~\$189.74~~ ~~\$189.76~~, as mandated by the State University System (SUS) of Florida Board of Governors determined Repeat Course Fee for 2022-23 ~~21-22~~.

AUTHORITY FOR REGULATION: Section 7(c) Article IX, Florida Constitution, Sections 1009.01, 1009.21, 1009.24, 1009.28, 1009.285, Florida Statutes, and SUS Florida Board of Governors Regulations 1.001 and 7.005.

UNIVERSITY OFFICIAL INITIATING THIS REGULATION: ~~W. Rebecca Brown~~ ~~Dr. Alan D. Robertson~~, Interim Vice President for Finance and Administration/Chief Financial Officer.

PROCEDURE FOR COMMENTS: Written comments concerning this proposed amended regulation shall be submitted within 14 days of the date of this notice to the person identified below. The comments must specifically identify the regulation on which you are commenting.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED REGULATION IS: ~~W. Rebecca Brown~~ ~~Dr. Alan D. Robertson~~, Interim Vice President for Finance and Administration, 1700 Lee Hall Drive, Suite 211 FHAC, Tallahassee, Florida 32307, (850) 599-3211 (phone), (850) 561-3848 (fax), Alan.Robertson@famuedu.

FULL TEXT OF THE PROPOSED REGULATION: The full text of the proposed amended regulation follows:

**Regulations of
Florida A&M University**



3.017 Schedule of Tuition and Fees.

(1) Tuition shall be defined as the basic fee charged to a student for instruction provided by the University. A charge for any other purpose shall not be included within this fee.

(a) Resident tuition and fees, comprised of the following, shall be defined as the fees charged an enrolled student who qualifies as a Florida resident as defined in Section 1009.21, F.S., and Board of Governors Regulation 7.005:

1. Matriculation Fee;
2. Student Financial Aid Fee;
3. Capital Improvement Trust Fund Fee;
4. Health Fee;
5. Transportation Access Fee;
6. Athletic Fee;
7. Activity and Service Fee;
8. Technology Fee; and
9. Tuition Differential.

(b) Non-Resident tuition and fees, comprised of the following, shall be defined as the fees charged an enrolled student who does not qualify as a Florida resident as defined in Section 1009.21, F.S., and Board of Governors Regulation 7.005:

1. Matriculation Fee;
2. Non-Resident Fee;
3. Student Financial Aid Fee;
4. Non-Resident Student Financial Aid Fee;
5. Capital Improvement Trust Fund Fee;
6. Health Fee;
7. Transportation Access Fee;

- 8. Athletic Fee;
- 9. Activity and Fee;
- 10. Technology Fee; and
- 11. Tuition Differential.

- (2) Registration shall be defined as consisting of two components:
- (a) Formal selection of one or more credit courses approved and scheduled by the University; and
 - (b) Tuition and fee payment, partial or otherwise, or other appropriate arrangements for tuition and fee payment (deferment or third party billing) for the courses in which the student is enrolled as of the end of the drop/add period.
- (3) Tuition and fee liability shall be defined as the liability for the payment of tuition and fees incurred at the point at which the student has completed registration, as defined above.
- (4) The following tuition and fees shall be levied and collected effective fall semester 2021 for each student regularly enrolled, unless provided otherwise by law or in this chapter.
- (a) Students shall be assessed the following fees per credit hour:

Fees	Under-		
	Graduate	Graduate	Law
	\$	\$	\$
Resident Tuition	105.07	334.13	379.76
Tuition Waiver	-1.75		
Financial Aid Fee	5.16	16.70	18.98
Capital Improvement Trust Fund Fee	6.76	6.76	6.76
Athletic Fee	16.97	16.97	16.97
Activity and Service Fee	10.50	10.50	10.50
Technology Fee	2.16	13.70	15.98
Health Fee	6.91	6.91	6.91
Total Resident Tuition and Fees	151.78	405.67	455.86

Fees	Under-		
	Graduate	Graduate	Law
	\$	\$	\$
Non-Resident Tuition	105.07	334.13	379.76
Tuition Waiver	-1.75		
Financial Aid Fee	5.16	16.70	18.98
Capital Improvement Trust Fund Fee	6.76	6.76	6.76
Athletic Fee	16.97	16.97	16.97
Activity and Service Fee	10.50	10.50	10.50
Technology Fee	2.16	13.70	15.98
Health Fee	6.91	6.91	6.91
Non-Resident Fee	379.07	587.02	611.46
Non-Resident Financial Aid Fee	18.95	29.35	30.57
Total Non-Resident Tuition and Fees	549.80	1,022.04	1,097.89

(b) Students shall be assessed the following other fees:

1. **Material and Supplies Fees** – Students shall be assessed a range of \$15.00 to \$300.00 per course for certain courses.
2. **Orientation Fee** – Students who are enrolled for the first time shall be assessed a \$35.00 orientation fee.
3. **Late Registration Fee** – Students who fail to finalize registration during the regular registration period shall be assessed a late registration fee of \$100.00.
4. **Late Payment Fee** – Students who fail to pay tuition or make appropriate arrangements for payment (deferment or third-party billing) by the deadline set by the University shall be assessed a late payment fee of \$100.00.
5. **I.D. Card** – Students shall be assessed a \$5.00 identification card fee per semester, excluding the summer semester.
6. **Repeat Course Fee** – Students shall be assessed an additional charge of \$189.~~7476~~ for regular courses taken more than twice.
7. **Transportation and Access Fee** - Students shall be assessed a transportation and access fee of \$65.00 for the fall semester, \$65.00 for the spring semester, and \$33.00 for the summer semester.

8. **Tuition Differential** - Undergraduate students whose date of enrollment was on or after July 1, 2007 will be assessed an additional tuition differential of \$36.38 per credit hour. Students enrolled prior to July 1, 2007, and who fail to maintain continuous enrollment will also be assessed this tuition differential. Students having prepaid contracts which were in effect on July 1, 2007, and which remain in effect, are exempt from this additional tuition differential.
- (c) The health fee will be expended in accordance with FAMU Regulation 2.008, unless provided otherwise by law.
 - (d) The transportation access fee will be used to cover the costs of operational expenses, personnel, general programs and other services related to providing traffic and parking services to the University community unless provided otherwise by law.
 - (e) The athletic fee will be used to cover the costs of operational expenses, personnel, general programs and other services related to the University's Intercollegiate Athletics program unless provided otherwise by law.
 - (f) The activity and service fee will be allocated and expended in accordance with Section 1009.24 (10), Florida Statutes.

Specific Authority: Board of Governors Regulation Development Procedure Dated July 21, 2005. Law Implemented: General Appropriations Act FY 2013-2014, Board of Governors Regulations 1.001 and 7.005; Sections 1009.01, 1009.21, 1009.24, 1009.28, 1009.285, FS. History-Amended 6-29-06, 7-11-07, 12-04-07, 10-28-08, 5-26-09, 6-24-09, 07-1-10, 08-08-11, 08-01-12, 08-08-13, 7-23-15, 7-12-17; Technical Amendment 8-23-19, 7- -21.

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



Action Item:
Budget Amendment for Childcare Center

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: V

Subject: Budget Amendment for Childcare Center

Proposed Board Action:

Additional Budget Authority is requested in the following budget entity:

Fund 116 Auxiliaries – \$100,000

FAMU Educational Research Center for Child Development (ERCCD). Additional budget authority request in the amount of **\$100,000**. This additional revenue was received from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) revenue recovery. The additional budget authority will provide the department with needed items (i.e., building maintenance, children and classroom materials, office and center supplies, etc.).

Recommendation: Approval of the budget amendment for the FAMU Educational Research Center for Child Development.

Attachments: No

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



Action Item:
Budget Amendment for Student Orientation

FLORIDA UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: VI

Subject: Budget Amendment for Student Orientation

Proposed Board Action:

Additional Budget Authority is requested in the following budget entity:

Fund 116 Auxiliaries – \$191,000

New Student Orientation and Welcome Center. Additional budget authority request in the amount of **\$191,000**. This additional revenue was received from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) revenue recovery. The additional budget authority will provide the department with needed items (i.e., building and vehicle maintenance, facility rental fees, incoming orientation students' needs, printed materials, technology enhancements, office supplies, etc.).

Recommendation: Approval of the budget amendment for New Student Orientation.

Attachments: No

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



Action Item:
Barnes and Noble Agreement

FLORIDA UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: VII

Subject: Barnes and Noble Agreement

Proposed Board Action:

This agenda item relates to approving a new contract for Barnes and Noble to provide bookstore services on the main campus and at the College of Law. Approval of this contract will allow the university to continue operations, increase technology, increase savings to the students and renovate existing facilities.

The last agreement expired on October 31, 2021. The University is currently operating under Florida International University's (FIU) contract # C-0367-22 which expires June 30, 2022. The proposed agreement will be a piggyback on the University of Central Florida's (UCF) contractual agreement for Invitation to Negotiate (ITN) #1606NCSA. The initial term is July 1, 2022 through June 30, 2027. The estimated value of the contract is \$3,777,000.

Recommendation: Authorization for the President to execute the agreement with Barnes and Noble. This contract will be executed after the Board approval and review and comments by Office of General Counsel.

Attachments: Yes

1. Contract Agreement

**Agreement for Bookstore Services
between
Florida Agricultural and Mechanical University
and
Barnes & Noble College Booksellers, LLC**

1. Engagement of Barnes & Noble College:

This Contract is made between Florida Agricultural and Mechanical University (FAMU), acting for or on the behalf of the FAMU Board of Trustees, a public corporation of the State of Florida (hereinafter referred to as the “Institution”) having its principal place of business at 1510 Wahnish Way in Tallahassee, Florida and Barnes & Noble College Booksellers, LLC (together with its affiliates, “Barnes & Noble College”), having its principal place of business at 120 Mountain View Boulevard, Basking Ridge, New Jersey, a limited liability corporation organized and existing under the laws of the State of Delaware, with authority to do business in the State of Florida, with federal tax identification no. 27-0884085.

As of July 1, 2022 (“Effective Date”), the Institution engages Barnes & Noble College to operate and provide services for the bookstore of the Institution on the terms and subject to the conditions set forth herein, and Barnes & Noble College hereby accepts such engagement.

WHEREAS, Barnes & Noble College submitted a response to University of Central Florida (UCF) ITN Number, 1606NCSA for a period starting November ,2017., The University shall have the option to renew the Agreement for mutually agreed renewal terms ("Renewal Terms," with renewals not to exceed twenty years in total) by providing the Contractor with one hundred twenty (120) days written notice of intent to renew prior to the expiration of the Term or Renewal Term between Barnes & Noble College and UCF, which is attached hereto marked **Exhibit A (“UCF Contract”)**;

WHEREAS, the Institution desires to contract with Barnes & Noble College pursuant to the same terms and conditions of the UCF Contract, with Barnes & Noble College to provide services on its behalf on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Barnes & Noble College desires to provide management, operation and other goods and services for the University Bookstore on the main campus, at the College of Law located at 201 Beggs Avenue, Orlando, Florida, and online (together, the “Bookstores”); and

WHEREAS, the Institution desires to engage Barnes & Noble College for the purpose of providing management, operation and other goods and services for the Bookstore.

Now therefore, for and in consideration of the mutual covenants and agreements hereinafter specified, the sufficiency of which is hereby acknowledged, the Institution and Barnes & Noble College mutually agrees, as follows:

2. Term and Termination:

The recitals are hereby incorporated into this Agreement by this reference.

This Agreement shall govern the relationship between the Institution and Barnes & Noble College with regard to the Bookstore for the period **July 1, 2022** through **June 30, 2027** with a one (1) optional five (5)-year renewal and subject to mutual written agreement of the parties.

The Institution and Barnes & Noble College each shall have the right to terminate this Agreement (a) at any time by giving ninety (90) days written notice to the other party or (b) after providing thirty (30) days written notice to the other party in the event the other party materially breaches this Agreement and does not cure the breach within such timeframe (provided, however, if the default cannot be cured within thirty (30) days and the defaulting party is attempting in good faith to cure the default, the time period shall be extended for a reasonable period of time), with such termination being effective ninety (90) days after the written notice.

3. The Institution Shall Provide to Barnes & Noble College at the Institution's Expense:

- a) An appropriate, safe and habitable Bookstore location in retail-ready condition for ongoing operations (including but not limited to sufficient storage areas and access to an adequate shipping and receiving area and/or loading dock) and, if applicable, Barnes & Noble College renovations or improvements.
- b) HVAC, light, and utilities (including but not limited to plumbing and power) as reasonably required for operation of the Bookstore.
- c) The Bookstore and the building in which the Bookstore is located ("Building") in compliance with all applicable laws (including but not limited to the Americans with Disabilities Act) and fire, building and electrical codes and regulations (including but not limited to fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service).
- d) Office equipment (desk, chair, tables, computers, etc.) safe, fixtures, file cabinets, telephone equipment (including campus telephones and wiring), and campus Wi-Fi within the Bookstore. All furnishings or other items supplied by the Institution for use in the Bookstore shall remain the sole property of the Institution.
- e) All repairs and maintenance for the Building. The Institution shall maintain and make all necessary repairs and maintenance for the Building at its sole cost and expense. Barnes & Noble College must provide timely notice within a reasonable time, however, no later than 72 hours, to the Institution of the need for maintenance or repairs to any equipment, content, or portions of the Building under Barnes & Noble College's control. Notwithstanding any other provision herein, Barnes & Noble College shall be responsible for all damage to the property and/or the Building caused by the negligent and/or intentional acts or omissions of Barnes & Noble College or its employee, agents, officers, or representatives.
- f) Trash and recycling (cardboard) removal, and extermination services for the Bookstore.
- g) All financial services made available by the Institution to its students for the purchase of educational materials and other products within the Bookstore.
- h) The placement of an electronic link on the Institution's home page, social media platforms, registration system, and within the Institution's learning management system ("LMS") to the Bookstore's web site.
- i) Property, excise, and municipal taxes, as applicable, on the Bookstore and the Building.
- j) A daily export file with the required SIS student export data (including student email addresses) to support a personal experience for faculty and students and enable Barnes & Noble College to both provide its

products and services to the Institution, including the Adoption and Insights Portal (“AIP”), and send Bookstore-related information and personalized content to the Institution’s students.

4. Barnes & Noble College Shall Provide to the Institution at Barnes & Noble College’s Expense:

- a) Employees, including payroll and payroll system costs, and employee benefits.
- b) Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold.
- c) Maintenance, upgrades and repair of technology systems within the Bookstore.
- d) General custodial services. The Institution is to be involved in any third-party provider selection should the contractor decide to engage contracted custodial services.
- e) Loss prevention services to include any contracted security provider as needed during peak periods for support in the bookstore space.
- f) Long distance telephone services through a vendor selected by Barnes & Noble College.
- g) Conspicuous posting of customer-facing Bookstore policies, including, as may be applicable, those concerning refunds, buybacks, price matching and exchanges.
- h) Following reasonable advance written notice, access to the Bookstore accounting records, which may include sales information captured by Barnes & Noble College’s sales processing system (including the POS system).

5. Management and Staff:

Barnes & Noble College shall staff the Bookstore with experienced and qualified managerial and customer service personnel. During peak “rush” periods, Barnes & Noble College shall use sufficient additional personnel at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students. The Institution is to be involved in interviewing process for FAMU Bookstore Management level positions.

The Institution’s Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to Barnes & Noble College and the Institution. Barnes & Noble College will comply with written requests by the Institution to remove or reassign Bookstore personnel so long as such requests are not contrary to applicable law.

Barnes & Noble College has the right to set its own wages and (which are comparable and competitive to attract and retain talent) and benefits for Bookstore employees. Barnes & Noble College will employ students of the Institution at the Bookstore whenever reasonably possible.

Barnes & Noble College shall provide the Institution with an organization chart listing all full-time and/or salaried Bookstore employees, their titles and specialties. Barnes & Noble College shall also provide the Institution with emergency contact information for the store manager of the Bookstore. This information shall be provided within thirty (30) days of the start of the term of the Agreement and any time thereafter throughout the term of the Agreement where a change to such organization chart occurs.

Barnes & Noble College shall perform security background checks, in compliance with applicable law, on all Barnes & Noble College part-time and full-time Bookstore employees. Barnes & Noble College shall be responsible for all costs associated with such background checks.

Customer Service

- a. Customer Service Expectations. Barnes & Noble College shall provide excellent customer service at the Bookstore. Barnes & Noble College shall provide to the University all supporting evidence, including customer survey results and internal evaluations as necessary to establish and document the actual/current level of customer service provided.

FAMU will measure the level of customer service provided by the Barnes & Noble College throughout the term of the contract. Customer service metrics include, but are not limited to, the following:

- Customer checkout wait times- Rush
 - Customer checkout wait times- Non-Rush
 - Online order fulfillment processing time (i.e., time from receipt of customer order until order is shipped or available for customer pickup)
 - In-stock position / textbook availability on 1st day of class
 - Used textbook ratio
 - Textbook rental availability ratio
 - Textbook rental sales ratio
 - Customer survey results
 - Barnes & Noble College shall work closely with FAMU to establish goals for customer service performance metrics.
- b. Nametags/Identification Tags. Barnes & Noble College shall ensure that all FAMU Bookstore employees wear nametags/identification tags, along with a standardized FAMU Bookstore uniform shirt, subject to University approval.
- c. Image Of The Bookstore. Barnes & Noble College shall operate the Bookstore in a manner that reflects the image and reputation of FAMU and supports the mission of the University. Barnes & Noble College shall become involved in the academic, cultural, and social environment at FAMU, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of FAMU, and, where and when appropriate, creating temporary selling points at various sites around the campus in connection with special events and programs.
- d. Support Of Student Organizations. It is in the Barnes & Noble College best interest to be engaged with, and be supportive of, FAMU student organizations and student activities. Barnes and Noble College will be expected to establish strong relationships with student organizations and student activities.
- e. Customer Feedback. Barnes & Noble College shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys per semester, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the FAMU Contract Administrator for evaluation and input. Campus shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.
- a. Hours Of Operation. The Standard Hours of operation shall include, at a minimum, Monday through Friday at the Main Campus, during the Academic Year unless changes are mutually agreed to in advance. Barnes & Noble College shall establish the standard operating hours' (opening and closing times) for each location which shall then be approved by the University and any changes to the approved schedule will only be made in conjunction with the Barnes & Noble College and University.

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- i. The Standard Hours of operation shall be extended during the beginning of each semester and to support special programs and events as necessary (e.g., Open Houses, Parent's Weekend, Orientation, Alumni Weekend, etc.).
 - ii. Standard Hours of operation shall be extended during the football games.

6. Services Expected:

Barnes & Noble College shall operate the Bookstore as an independent contractor and with its own credit and preferred vendors. Services of the Bookstore shall include the following:

- a) The Bookstore shall be the Institution's exclusive retail buyer and seller of all required, recommended or suggested course materials and supplies, including books delivered in all formats (digital, rental, new, or used), course packs, interactive or other courseware, computer software containing learning content, textbook rentals, open educational resources ("OER") available for purchase, student study aids, tools, and solutions, and materials published or distributed electronically, through the LMS, sold over the Internet, or through hosted e-commerce links. Barnes & Noble College will provide exclusive on-line services through the Bookstore website, including fulfillment of the First Day® Complete program (as described below) and any distance learning material needs, during the term of this Agreement.
- b) The parties acknowledge and agree (i) Barnes & Noble College shall be the exclusive retail (e-commerce) entity permitted to either place a link on the LMS or accept sales directly from the Institution's students and/or as part of a course charge through the LMS and (ii) the Institution shall prohibit all third parties, including but not limited to publishers and sellers of textbooks and course materials, from placing direct links within the LMS or soliciting sales directly from the Institution's students and faculty through the LMS. Finally, in the event any such third parties place a link on the LMS permitting direct sales of textbooks or course materials to the Institution's students, the Institution shall remove and disable such links and retail functionality.
- c) The Bookstore shall be the exclusive agent to accept all campus debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Barnes & Noble College will bill the Institution for all textbooks and course materials in the First Day® model, and the Institution will pay Barnes & Noble College within thirty (40) days of the invoice in accordance with Florida Statute 215.422. Payments for charge sales will be guaranteed by the Institution and are payable within thirty (40) days of invoice date. Any unpaid balances by the Institution will be subject to 1% interest per month.
- d) The Bookstore also shall be the Institution's exclusive retail "on-campus" and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, student study aids, tools, and solutions, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing the Institution's emblem, logo, insignia or other identifying mark. The Bookstore also shall be the exclusive agent for the rental and/or sale of graduation caps and gowns and commencement invitations. In the event the Institution seeks to add other retail opportunities online or on or near campus that offer any of the products, categories or services listed in this subsection, Barnes & Noble College shall have the right of first refusal with regard to such opportunities.
- e) The Bookstore shall manage and operate the Bookstore located on the Florida Agricultural and Mechanical University Law School Campus for the Spring 2022 location. Thereafter, this shall be a seasonal pop-up operation providing textbook/course materials services as well as apparel and other related items to meet the on-campus customer demand during the start of each term as agreed upon by the Institution and Barnes

& Noble College. The Institution and Barnes & Noble College mutually agree to revisit operational needs and pop-up visits associated with the Law School Campus on a continuous basis.

- f) Barnes & Noble College will provide exclusive custom publishing services for the Institution's course packs. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs, and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- g) The Bookstore shall have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries. Barnes & Noble College will abide by any exclusive beverage agreement the Institution has in place. The Institution agrees to provide timely notification of any exclusive beverage agreement changes no less than 60 days prior to the change.
- h) The Institution shall not contract with any third party to provide any services of the type outlined in this Agreement whether on or off campus, through e-commerce sites, hyperlinks to alternate sources, or otherwise endorsed or supported by the Institution. The Institution acknowledges and agrees any attempt to circumvent Barnes & Noble College by entering into any oral or written agreement or arrangement with a third party for such services and sources could materially and detrimentally impact the revenue stream of this Agreement. In such event, the parties will renegotiate the financial terms of the Agreement.
- i) Barnes & Noble College shall provide special book order services for students, faculty, and staff and endeavor to obtain the earliest possible delivery of such books.
- j) Barnes & Noble College shall provide charge sales for supplies for the Institution's departments and offices. Barnes & Noble College may accept purchase order and purchase cards for supply from the Institution's departments. Payments for such charge sales shall be guaranteed by the Institution and payable within forty 40 days pursuant to Florida Statue 215.422 Any unpaid balances will be subject to 1% interest per month.
- k) Barnes & Noble College will allow full-time faculty, staff, and alumni of the Institution a 10% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software and hardware, periodicals, discounted merchandise, stamps, health and beauty aids, food snacks, and beverages.
- l) Barnes & Noble College will offer a 20% discount on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software and hardware, periodicals, discounted merchandise, stamps, health and beauty aids, food snacks, and beverages.
- m) The Institution shall not accept advertising or permit tabling or other promotional activities by any seller of college course materials and/or course supplies other than the Bookstore at any event sponsored by the Institution or located on the Institution's campus. Occasional sales by student groups and student-sponsored events shall be permitted so long as such sales do not materially impact Bookstore sales and the Institution requests and receives permission from Barnes & Noble College in advance and in writing, which such consent shall not be unreasonably withheld, conditioned, or delayed.
- n) Bookstore will participate with the Institution in new student orientation and faculty outreach programs. To facilitate these programs, the Institution shall provide the Bookstore with all enrolled student and parent emails within thirty (30) days of execution of this Agreement and no later than August 30 of each contract year thereafter. The parties acknowledge and agree that because Barnes & Noble College based its financial offer to the Institution in reliance on obtaining such emails each year of the term of this Agreement, in the event the Institution does not timely provide Barnes & Noble College such emails, the guarantee shall be eliminated and the parties will renegotiate the financial terms of the Agreement.

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- o) Barnes & Noble College, in conjunction with the Institution, will implement Barnes & Noble College's integrative technologies, including but not limited to registration, student financial aid, LMS and AIP integrations, and enrollment feeds.
- p) Notwithstanding any other provisions in this Agreement, the parties agree the Institution may enter into an arrangement with a third party for the sole and exclusive purpose of the third party providing an on-campus location where individual faculty, staff, and students may pick up mail and packages containing goods ordered online. For the avoidance of doubt, and regardless of any other provision in this Agreement to the contrary, this arrangement shall not include, and the parties hereby explicitly do not permit, (1) bulk purchases or pickups by groups or university departments at such on-campus location, (2) such third party to provide any of the services exclusively provided by Barnes & Noble College under this Agreement, including but not limited to those enumerated in this Section 6, (3) the Institution providing such third party any faculty, staff, or student email addresses or other contact information, including for the purpose of the third party directly marketing course materials or general merchandise to faculty, staff, or students, or (4) the Institution providing the Booklist (as defined below) or a list of adoptions to such third party at any time. Finally, the Institution shall include in its contract with the third party a provision that the third party shall not request from the Institution, and the Institution shall not provide the third party, the Booklist or list of adoptions even if such information is publicly available pursuant to an applicable records request law.
- q) In order to expand affordability to students, the Institution may agree to implement the First Day® "Complete Program" (inclusive access) for all courses beginning with Fall 2022 semester using a per credit pricing format.
- (i) Barnes & Noble College Responsibilities.
1. Barnes & Noble College will manage the Complete Program on behalf of the Institution and will be responsible for the procurement of desired textbooks and course materials. Barnes & Noble College shall fill faculty course material orders (adoptions) for required course materials each term only in accordance with course material adoptions through AIP (or any new adoption tool Barnes & Noble College introduces) by faculty or authorized department designees that adhere to the schedule below:
 - a. On or before April 1st for the fall semester
 - b. On or before October 1st for the spring semester
 - c. On or before February 15th for the summer semester
 2. For any course material adoptions that are not adopted using AIP or turned in by the above deadlines, Barnes & Noble College will use commercially reasonable efforts to provide such course materials by the first day of the course but cannot guarantee delivery. Course materials will be provided in either rental (new or used) or digital format, at Barnes & Noble College's discretion, in order to maintain the value of the Complete Program.
 3. At a minimum starting two weeks prior to the deadline, Barnes & Noble College will deliver daily reporting on courses without course material adoptions to the Institution's compliance designee for follow-up with faculty.
 4. Two weeks after the end of each semester ("Grace Period"), Barnes & Noble College will notify the Institution of any Rental Materials not returned by students.
 - a. The list will identify the names of students who have not returned their Rental Materials.
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- b. The Institution will work with Barnes & Noble College to encourage those students to resolve their accounts with Barnes & Noble College (e.g., the Institution will place a hold on the student account(s), message student(s) via all available communication methods, etc.) in order to maintain the value of the Complete Program.
 - c. In the event a student does not return Rental Materials, Barnes & Noble College reserves the right to require student payment of an appropriate rental replacement fee (75% of the new course material selling price) and/or identify the student ineligible for the Complete Program in future semesters.

(ii) Institution's Responsibilities.

1. At least two (2) weeks prior to the start of the term, the Institution shall audit all electronic links on its learning management system (LMS) to ensure they are functional.
2. The Institution is solely responsible, at its expense, for providing mutually agreed upon secured space, in addition to space within the Bookstore, for inventory management and student package delivery and pickup for the Complete Program.
3. By electronic transmission, the Institution shall provide Barnes & Noble College the course schedule with enrollment information on a daily basis.
4. Delivered to an SFTP server on a daily basis and in a format provided by Barnes & Noble College or through an SIS integration, the Institution also shall upload each student's complete course schedule, including associated credit hours, eligibility status for the Complete Program, and any additional data required by Barnes & Noble College in order to implement the Complete Program. At a minimum, the Institution shall begin dropping the file no later than twelve (12) weeks out from the course start date through the end of the registration period for each course.

(iii) Joint Responsibilities. The parties agree to work together to negotiate publishers' pricing of textbooks and course materials.

(iv) Included and Excluded Materials.

1. The Complete Program will include only required course materials in print rental or digital formats. The Bookstore, at its sole discretion, will determine which course materials (i) may be retained by a student and (ii) which are considered rentals requiring students to return them at the end of the semester (collectively, "Rental Materials").
2. The following items are excluded from the Complete Program: adopted school supplies, kits, uniforms, art supplies, calculators, non-required course materials, or items deemed not a textbook. In addition, the Complete Program does not include shipping costs for delivery to students outside of the Bookstore or designated locations on campus.
3. The following programs, grade year, or schools are excluded from the Complete Program: Graduate and Doctoral programs.

(v) Communications. The Institution and Bookstore will work together to promote understanding of the Complete Program. All communication and marketing regarding the Complete Program will be the responsibility of the Institution. Barnes & Noble College will work with the Institution to help educate, promote, and communicate the Complete Program to the students in multiple formats. The Institution shall not issue any external communications, including but not limited to press releases,

without the prior written consent of the Corporate Communications department of Barnes & Noble College.

(vi) Financial Terms.

1. The price per credit per semester for all students shall be \$24, which (a) the Institution agrees to pay Barnes & Noble College in accordance with this Section 6 notwithstanding any applicable opt-out or other legal obligations of the Institution and (b) the parties hereby acknowledge and agree is an average price across all courses and shall apply regardless of how many or whether course materials are being used in a particular course.
2. No later than ten (10) days after the census date or the Institution's add/drop date, the Institution and Barnes & Noble College will review and mutually agree upon the number of credits for students who have not opted out of the Complete Program that will appear in the "Initial Invoice". In the event the Institution does not agree within such ten (10) day period upon the number of credits, the Initial Invoice will contain the price per credit (\$24) for all courses based on ninety percent (90%) of the number of students who have not opted out of the Complete Program. The Institution shall pay the Initial Invoice within forty (40) days of receipt pursuant to Florida Statue 215.422. Notwithstanding any other provision in this Agreement, Barnes & Noble College and the Institution will mutually agree-upon withholding of commissions due to the Institution under this Agreement in the event the Institution does not comply with its payment obligations hereunder.
3. If there is a discrepancy in the number of credits in the Initial Invoice, Barnes & Noble College will send a final invoice to the Institution ("Final Invoice"). Barnes & Noble College's Final Invoice will be based on the Institution's registrar's final enrollment information by credit hour. The Institution will remit payment of the Final Invoice to Barnes & Noble College within forty 40 days of receipt pursuant to Florida Statue 215.422. Notwithstanding any other provision in this Agreement, Barnes & Noble College and the Institution will mutually agree-upon withholding of commissions due to the Institution under this Agreement in the event the Institution does not comply with its payment obligations hereunder..
 - a. Barnes & Noble College shall have the right to audit the registrar's records in the event that Barnes & Noble College reasonably believes the enrollment information reported by the Institution deviates from actual enrollment.
 - b. If the results from the audit prove any final enrollment counts are higher than the counts provided by the Institution, Barnes & Noble College shall invoice the Institution for the additional charges.
 - c. If the results from the audit prove any final enrollment counts are lower than the counts provided by the Institution, Barnes & Noble College shall provide a credit to the Institution.
 - d. At no time during an audit shall either party fail to perform their agreed upon services or responsibilities, including payment on outstanding invoices, with regard to the Complete Program.
4. On an annual basis beginning with the completion of the first year of the Complete Program, both parties agree to mutually evaluate and determine the price per credit and other financial terms. The evaluation is based on faculty course materials adopted for the fall and spring semesters, taking into consideration changes in the number of consumables or to overall title count. Any changes to the per credit price will be agreed upon by the parties no later than March with an effective date starting with the fall semester.

7. Calculated Commission:

On an annualized basis, Barnes & Noble College will pay the Institution the following Calculated Commission:

10% of all Gross Sales

“Gross Sales” is defined as all collected in-store and online/website sales and Barnes & Noble College-owned textbook rentals at the Bookstore, including the amounts earned from (i) processing transactions for publishers related to the consignment of their rental property and (ii) Barnes & Noble College’s marketing programs and relationships with its brand partners, less voids, refunds, sales tax, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware sales, contractually discounted sales (such as discounted department and faculty/staff sales), pass-through income, merchandise sales at or less than a 20% initial gross margin, and other merchandise mutually designated as non-commissionable.

If annual Gross Sales shall materially decrease as a result of legislation, conflicting or other campus agreements, material changes in the Institution’s policy or the business model of the industry (such as digital books or direct publisher sales), removal by the Institution of significant programs or departments, declining enrollment at the Institution (defined as decreased full- and part-time student enrollment of five percent (5%) or more over the prior year), or other reasons outside the reasonable control of Barnes & Noble College, the parties agree to renegotiate the financial terms of the Agreement.

8. Payment Schedule:

The applicable Calculated Commission as set forth above hereof shall be made monthly Barnes & Noble College to the Institution and shall be paid within forty (40) days after the close of the month in which they were earned pursuant to Florida Statue 215.422. Barnes & Noble College reserves the right to deduct from commission payments any past due accounts receivable charges that are more than sixty (60) days in arrears. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year and will include any adjustments required by the calculations in Section 7. Barnes & Noble College shall remit all payments to the Institution under this Agreement via ACH. Each payment shall be accompanied by a detailed statement of its computation. Barnes & Noble College shall furnish supporting documentation to the Institution upon request.

9. Finance and Audit:

- a) At the end of each Barnes & Noble College fiscal year, Barnes & Noble College shall provide to the Institution a financial statement supporting payment of the monthly commissions, reconciling these monthly payments with the annual gross sales, and clearly expressing whether or not, according to this Agreement, Barnes & Noble College is liable for additional payment to the Institution. Barnes & Noble College shall make any such required additional payments within forty (40) days pursuant to Florida Statue 215.422 following written notification by the Institution’s representative, directly to the Assistant Vice President of Business and Auxiliary Services, Florida A&M University, Tallahassee, Florida 32307.
- b) Availability of Barnes & Noble College Records; Access Rights. Upon reasonable advance notice from the Institution or as otherwise set forth in this Agreement, during the term of this Agreement, and any extensions or renewals thereof and for a period of three (3) years following the furnishing of services pursuant to this Agreement, Barnes & Noble College shall provide the Institution and the Institution’s auditors with reasonable access to (i) any Bookstore facilities and all areas in such facilities in which services are performed, subject to Barnes & Noble College’s security procedures, (ii) any subcontractors performing any part of the services, and (iii) any Barnes & Noble College information system containing

information regarding the Services, and (iv) the Barnes & Noble College financial records related to this Agreement. Such access shall include, but not be limited to, the right: (x) to enter and inspect any facility in which services are performed, subject to Barnes & Noble College's security procedures, (y) to photocopy Barnes & Noble College records and retain copies of the same in any medium, subject to the confidentiality provisions herein; and (z) to interview Barnes & Noble College personnel regarding the services. In addition, upon written request made by any governmental authority, or by the Institution in response to a request from a governmental authority, Barnes & Noble College shall promptly make available any Barnes & Noble College records and other information relating to Barnes & Noble College's or its subcontractors' compliance with any federal, state or local laws.

10. Textbook Scholarships and Donations:

Barnes & Noble College will provide **\$160,000** for annual textbook scholarships and donations to be awarded at the discretion of the Institution.

11. Annual Utility Fund

Barnes & Noble College will provide **\$40,000** annually to support the utilities costs associated with the bookstore locations.

12. Marketing & Engagement Fund:

Barnes & Noble College will provide **\$10,000** annually to be used by the Bookstore team on marketing and engagement opportunities.

13. Signing Bonus:

Barnes & Noble College will provide a **\$125,000** one-time signing bonus to the Institution to support student success and retention initiatives. Payment is contingent upon successful execution of First Day® Complete Program in Fall 2022, the Institution providing Barnes & Noble College all student email addresses (including incoming students) by agreed upon dates.

Barnes & Noble College will amortize the one-time signing bonus on a straight-line basis over the 5-year period of this Agreement. Should the Institution cancel or fail to renew this Agreement before the end of that period, then the Institution shall reimburse Barnes & Noble College for any amount of the investment not yet amortized.

14. Renovations:

Barnes & Noble College will spend up to **\$300,000**, to design, construct, equip, and install fixtures in the Bookstore ("Fixtures"). Barnes & Noble College will depreciate this investment on a straight-line basis over the 5-year period of this Agreement. Should the Institution cancel this Agreement before the end of that period, then the Institution shall reimburse Barnes & Noble College for any amount of the investment not yet depreciated. Barnes & Noble College shall own all Fixtures until they are fully depreciated.

If the Institution relocates all or any part of the Bookstore or Bookstore operations, the Institution will provide Barnes & Noble College with at least ninety (90) days advance notice of the relocation and will reimburse

Barnes & Noble College, within thirty (30) days after Barnes & Noble College's invoice, for Barnes & Noble College's cost of the relocation.

15. Renewal Bonus

In consideration of the rights provided under Contract, Barnes & Noble College agrees to provide the Institution a **\$100,000** bonus based on the Institution executing a five (5) year renewal. In the event the Institution terminates the agreement without cause, the Institution will be responsible for return of the entire bonus amount paid to date to Barnes & Noble College.

16. Final Approval of Renovations:

In order to provide the best possible service for the Institution's students, faculty and other customers, the Institution retains the right of final approval and necessary alterations of any Bookstore plans as proposed by Barnes & Noble College, which approval shall not be unreasonably withheld, conditioned or delayed, in order to assist Barnes & Noble College with meeting its minimum operational and retailing standards.

17. Sales Markup Basis:

Barnes & Noble College represents that the sale markup basis at the Bookstore will be as follows:

- a) New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a **25 %** gross margin on Net Priced Books. "Net Priced Books" are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the Bookstore is less than 20%. Freight charges, restocking fees, and other publisher charges invoiced to Barnes & Noble College are included in the publisher unit cost of Net Priced Books, to which the gross margin % is added.
- b) Used textbooks will be sold at or less than 25% off the new selling price.
- c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies or are single use products will be priced at up to a 30% gross margin.
- d) Barnes & Noble College will set rental fees for each textbook title, and any given title's fee may vary as a percentage of the retail selling price.
- e) School supplies will be priced at or below manufacturers' suggested retail prices.
- f) General merchandise will be priced competitively within the college apparel industry and there will be a range of retails to meet the varying customer expectations.

Barnes & Noble College shall, upon request, provide proof of conformity to pricing policies as specified herein.

18. Calendar of Operating Hours:

Barnes & Noble College shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the Institution's official calendar and in mutual agreement with the Institution in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two (2) weeks of the fall and spring terms, and the first week of each summer session.

19. Book Orders and Deadlines:

Barnes & Noble College shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a) On or before October 1 for the spring term.
- b) On or before March 1 for the summer sessions.
- c) On or before April 1 for the fall term.

Barnes & Noble College shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions.

20. Booklist:

In the course of providing the services contracted for in this Agreement, Barnes & Noble College collects certain information from the faculty (whether through AIP, its course book information forms, or otherwise) and creates a computer database containing, among other things, course book information (all such information, the "Booklist"). The Booklist and these forms and database are Barnes & Noble College's proprietary information, created at substantial cost and expense to Barnes & Noble College, and used in connection with its business.

Barnes & Noble College shall provide the Booklist to the Institution upon written request therefor provided, however, the Institution agrees it shall keep the Booklist confidential in accordance with the terms of this Agreement, shall use it only for internal educational purposes, and shall not disclose it to any third parties unless a public records exception applies or Barnes & Noble College first provides its written consent.

Subject to Section 6(a), nothing set forth in this Section 20 shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

21. Used Book Purchase and Resale:

Barnes & Noble College shall buy books from the Institution's faculty, staff and students at the following prices:

- a) When the Bookstore has been notified that the book will be used at the Institution the following term, Barnes & Noble College shall buy back the book at 50% of the customer's purchase price (provided the book is a good used copy) until the Bookstore has met its semester needs.
- b) In the absence of such notification, or if the book will not be used for the following term or is to be replaced shortly by a revised edition according to an announcement of the publisher, the book will be purchased at the wholesale price.
- c) Used textbooks in good condition will be sold by Barnes & Noble College at or less than 25% off the new selling price.

22. Refunds and Exchanges:

Barnes & Noble College shall offer refunds and exchanges as follows:

a) Textbooks and Required Course Materials

The Bookstore will issue refunds in the original form of payment for textbooks and required course materials purchased at the Bookstore if returned in the original condition, with an original receipt and within the first week of classes. Within thirty (30) days of the first day of classes, textbooks and required course materials will be refunded with an original receipt and with a valid proof of add/drop.

b) General Reading Books, Medical and Specialty Reference Books, Software, Audio, Video, & Small Electronics

The Bookstore will issue refunds in the original form of payment if returned in the original condition, with an original receipt and within fourteen (14) days of purchase. Courseware access codes, audio books, DVDs, CDs, music and small electronics may not be returned for a refund but can be exchanged for the same item if defective.

c) All Other Merchandise

The Bookstore will issue refunds in the original form of payment any time during the semester for other merchandise purchased at the Bookstore if returned in the original condition and with the original receipt. If a return is made without the original receipt, a store credit will be issued at the current selling price.

Refunds or exchanges will not be issued for the following items: food and beverages, unwrapped loose leaf books or shrink-wrapped titles that do not have the wrapping intact, digital content once accessed or activated, custom course materials, outlines, study guides, school guides, magazines, gift cards, phone cards, newspapers, magazines, and prepaid cards.

23. Repurchase of Inventory

In the event of any termination of this Agreement, the Institution shall repurchase, or require a successor contractor to purchase, (a) Barnes & Noble College's non-rental inventory at cost in the same manner as purchased by Barnes & Noble College and (b) Barnes & Noble College's rental inventory outstanding at the time of the transition at the buyback value (50% of the retail price).

In the event of termination of this Agreement for any reason, the Institution shall provide (1) a secure space in or near the Bookstore during the last two weeks of the then-current term or semester to allow Barnes & Noble College to collect from students all outstanding rented textbooks, including those on consignment owned by the publishers and (2) reasonable support related to such returns, including but not limited to communications to students.

Alternatively, if the Institution chooses not to provide such space and support, the Institution shall assume and be wholly responsible for all of Barnes & Noble College's liability to the publishers related to the textbooks on consignment during the applicable term or semester, including but not limited to financial obligations with regard to the returns or non-returns of textbooks.

25. PCI Compliance and Data Security:

Barnes & Noble College has implemented, and will maintain throughout the term of the Agreement, reasonable and appropriate administrative, physical and technical safeguards to protect the Institution's Confidential Information (as defined below) from unauthorized access, destruction, use, modification, or disclosure. Barnes & Noble College shall maintain security measures in the daily operation of the Bookstore, including training of booksellers to protect customer personal information and employing security hardware and software (such as firewalls, intrusion detection systems, SFTP, SSL, and encryption) in order to help prevent any unauthorized access of information and ensure the integrity of information. Barnes & Noble College is certified as compliant with the Payment Card Industry Data Security Standard (PCI DSS) and shall perform annual PCI DSS compliance assessments during the term of this Agreement. Barnes & Noble College shall provide the Institution a copy of its most recent Attestation of Compliance (AOC) document upon written request.

26. Insurance and Indemnification:

Barnes & Noble College shall procure at its own expense, and maintain during the existence of this Agreement, the following policies of insurance in connection with the operation of the Bookstore:

- a) Workers Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- b) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- c) Property Damage Liability Insurance in the amount of \$1,000,000.
- d) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of the Institution, Barnes & Noble College shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble College's insurance policies for the Bookstore shall name the Institution as an additional insured, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured.

Barnes & Noble College shall indemnify, defend, and hold the Institution harmless from third party claims arising out of Barnes & Noble College's negligent operation of the Bookstore, except for claims caused by the Institution or any of its employees, agents or representatives, for which the Institution shall indemnify, defend, and hold Barnes & Noble College harmless.

27. General Terms and Conditions:

- a) Confidentiality. During the term of this Agreement, each party may be provided information that relates to the other party's financial, marketing, or customer information, research, development, business activities, products, services, technical knowledge, or personally identifiable student and employee information, or such information that is otherwise of value to the disclosing party and not generally known to third parties. To the extent permitted by law, including any public record disclosure law that may be applicable, all such information (including the Agreement itself) shall be deemed "Confidential Information". Each party may use the Confidential Information of the other party only in connection with the specific duties authorized by this Agreement and shall not, directly or indirectly, use, copy, disclose, or disseminate to any other person or entity any Confidential Information. Each party agrees to protect the confidentiality of the Confidential Information in the same manner that it protects its own confidential information but with no

less than a reasonable standard of care. The obligations set forth herein shall not apply to any Confidential Information that becomes known to the public through lawful means and without violation of any law or agreement not to disclose such Confidential Information.

Each party further agrees it shall cause its personnel and representatives to agree to be bound by the terms of this Agreement and be responsible for any of their breach thereof. To the extent legally permissible, each party agrees to notify the other party of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure. If a party is required by an interrogatory, subpoena, civil investigative demand, or similar process to disclose any Confidential Information, to the extent legally permissible, such party shall promptly provide written notice to the other party so the other party may seek to avoid or minimize the required disclosure or, in the discretion of the disclosing party, waive compliance with the provisions of this Agreement.

- b) Notices. All notices pursuant to this Agreement shall be sent to the following individuals by (i) certified mail or overnight delivery service and (ii) email:

Florida Agricultural and Mechanical University
Interim Vice President for Finance and Administration
1510 Wahnish Way
Tallahassee, FL 32307
Rebecca.brown@famu.edu

Barnes & Noble College Booksellers, LLC
Brian Stark
SVP, Stores
101 Aquarius Agora Dr.
Orlando, FL 32816
bstark@bnccollege.com

with a courtesy copy to:
Barnes & Noble College Booksellers, LLC
120 Mountain View Boulevard
Basking Ridge, NJ 07920
Attn: Legal Department
legaldepartment@bncollege.com

- c) Environmental Matters. To the best of its knowledge, the Institution is not aware of any health or environmental problems that currently exist or are likely to develop in the Building or the Bookstore. The Institution shall be responsible for remedying promptly any health or environmental problem at the Bookstore or in the Building, other than those caused by Barnes & Noble College, and promptly notifying Barnes & Noble College accordingly.
- d) Compliance with Laws. Barnes & Noble College and the Institution each shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments applicable to each as well as to their respective performance under this Agreement.

Specifically, for purposes of this Agreement, Barnes & Noble College is designated as a “school official” with “legitimate educational interests” in the “education records” provided by the Institution to Barnes & Noble College hereunder (as each such term is defined under FERPA) and shall comply with the applicable FERPA provisions imposed on “school officials”. Barnes & Noble College shall not (1) use such education records for any purpose other than the purpose for which the disclosure was made (which purposes shall include but not be limited to fulfilling its duties under this Agreement) except as permitted

or required by law, or (2) disclose any such education records to a third party except as provided for in this Agreement, required by law, or authorized in writing by the Institution or the applicable student.

- e) Independent Parties. The relationship established under this Agreement between the Institution and Barnes & Noble College is that of independent third parties. This Agreement shall not be construed to create a partnership, joint venture, agency, or other association between the parties or their respective employees. Unless otherwise provided in this Agreement, neither party nor its employees, agents, or subcontractors has any authority to bind or act on behalf of the other party.
 - f) Marks. The names, trademarks, and logos of each party are the exclusive property of such party, and each party reserves all rights in and to its own marks. Each party shall use the marks of the other party only in connection with its performance under this Agreement, provided, however, Barnes & Noble College may use the Institution's name in any of its required public filings.
 - g) Force Majeure. Barnes & Noble College and the Institution shall be excused for any failure or delay in performance of any obligations hereunder when caused by the wrongful or negligent acts or omissions of the other party or by conditions beyond either party's control, which shall include civil disturbances, extreme weather conditions, epidemic or pandemic, war, invasions, military or usurped power, sabotage, governmental regulations, orders or controls (including bona fide delays in obtaining building and similar permits and approvals), fires or other casualty, or acts of God.
 - h) Limitation of Liability. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY BARNES & NOBLE COLLEGE TO THE INSTITUTION IN THE PREVIOUS SIX MONTHS (OR PORTION THEREOF IF THIS AGREEMENT HAS BEEN IN EFFECT LESS THAN SIX MONTHS) UNDER SECTION 7 OF THE AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, LOST USE, REVENUE, OR PROFIT, OR OTHER ECONOMIC LOSSES) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - i) Disclaimer. EXCEPT AS MAY BE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM CUSTOM, USAGE OF TRADE OR ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR ANY OTHER PERSON. BARNES & NOBLE COLLEGE WILL NOT BE LIABLE IN ANY WAY RELATED TO ANY THIRD-PARTY WEBSITES OR THIRD-PARTY CONTENT, DATA, APPLICATIONS OR SYSTEMS.
 - j) Waiver; Amendment. No change, modification or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto. No express waiver will affect any provision other than that to which the waiver is applicable and only for that occurrence. Failure or delay of a party to enforce any of its rights under this Agreement is not deemed a modification or a continuing waiver by such party of any of its rights hereunder.
 - k) Assignment. Neither party shall assign or transfer any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Any assignment or transfer without such consent shall be deemed void and of no effect. Notwithstanding the foregoing, either party may assign this Agreement upon written notice to other party (but without the prior written consent of the other party) to any entity controlled by, controlling, or under common control with the assigning party or to any successor
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corporation or entity resulting from a merger or consolidation with the assigning party or the sale of all or substantially all of the assets of the assigning party. Consent by either party to any assignment in one instance shall not constitute consent by the party to any other assignment. Purchases of goods and materials normally purchased by Barnes & Noble College or required by this Agreement shall not be construed as subcontracts, assignments, or delegations.

- l) Headings and Interpretation. The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms (a) “include”, “includes”, “including”, and “such as” shall be deemed in all cases to be followed by the words “without limitation” and (b) “shall”, “must”, and “will” are equivalent and indicate mandatory and definitive requirements in all cases.

When used in this Agreement, the “Institution” includes all segments of the Institution, including all athletic and academic departments.

This Agreement will be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party.

- m) Severability. The presence in the text of this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.
- n) Further Assurances. Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to this Agreement and carry out its provisions. Whenever this Agreement requires or contemplates any action, consent, or approval, such party shall act reasonably and in good faith and (unless the Agreement expressly allows exercise of a party’s sole discretion) shall not unreasonably withhold or delay such action, consent, or approval.
- o) Remedies. Unless otherwise specified in this Agreement, each party’s rights and remedies (including but not limited to termination) are cumulative and not exclusive, are in addition to any other rights and remedies provided at law, in equity, or under this Agreement, and may be pursued separately or concurrently as such party determines. Termination of this Agreement will not relieve any party from any liability for any breach or obligation of this Agreement occurring prior to termination.
- p) Survival. The provisions of this Agreement which, by their nature, may be enforced subsequent to its termination (including, but not limited to, indemnification, confidentiality, and limitation of liability) will survive and will not be affected by the termination of this Agreement regardless of the reason for termination.
- q) Authority. Each party represents and warrants (a) it has all right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder, (b) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary action, (c) upon the full execution and delivery hereof, this Agreement constitutes a valid and binding obligation enforceable against it in accordance with the terms hereof, and (d) the execution and delivery of this Agreement does not and will not conflict with any other license, instrument, contract, agreement, or other commitment or arrangement or instrument to which it is a party or by which it is bound.
- r) Entire Agreement. This Agreement, including any attachments hereto, constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the Institution and Barnes & Noble College with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure to the benefit of the Institution and Barnes & Noble College and their
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successors and permitted assigns. This Agreement is enforceable only by the Institution and Barnes & Noble College. There are no third-party beneficiaries under or pursuant to the terms of this Agreement.

- s) Signatures and Counterparts. This Agreement may be executed electronically and in two or more counterparts, each of which will be deemed an original, but which together will constitute one and the same agreement. Counterparts and signed copies may be transmitted via electronic means and shall constitute originals for all purposes.

IN WITNESS WHEREOF, the parties, by signature below of their duly authorized agents, have executed this Agreement as of the Effective Date.

Florida Agricultural and Mechanical University

Barnes & Noble College Booksellers, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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



Action Item:
Contract Amendment - CDW

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: VIII

Subject: Contract Amendment - CDW

Rationale/Summary:

This agenda item relates to the amendment of the university's current agreement to purchase computer software, computers and computer equipment. Approval of this amendment will allow the university to make additional purchases of ITS related items to facilitate upgrades, to ensure the use of faster devices for more efficiencies and capitalize on additional discounts and savings.

This vendor currently has a contract with E & I (CNR01439). This agreement is utilized by Florida A & M University as well as by other institutions in the SUS and state agencies. Each agency or institution may sign an individual agreement in order to receive additional saving and to meet the Board of Governors requirement for using piggyback agreements.

Recommendation: That the BOT:

- (a) authorizes the University to amend the agreement with additional spend and extension of the term, the additional spend will be \$6 million through June 2024, and
- (b) authorizes the President to sign the amended contract.

Attachments: Yes

1. Current Agreement

#C-0457-21

E&I Specific Member Agreement

E&I Enhanced Member Program (E&I Master Agreement CNR01439)

between CDW Government LLC and the Florida Agricultural and Mechanical University Board of Trustees

This Specific Member Agreement (SMA) is entered into on June 23, 2021 (Effective Date) by and between CDW Government LLC located at 230 N. Milwaukee Ave, Vernon Hills, IL 60061 ("Supplier") and Florida Agricultural and Mechanical University Board of Trustees, with an office at 1601 S. Martin L. King Jr. Blvd, Tallahassee, FL 32307 ("Member")

WHEREAS, Member is a member of the Educational and Institutional Cooperative Services, Inc.'s ("E&I") group purchasing organization; and

WHEREAS, Supplier is an authorized seller of IT goods and services to members pursuant to the terms of the Master Agreement Number CNR01439 by and between Supplier and E&I (the "Master Agreement"); and

WHEREAS, Member desires to enter into additional terms with Supplier that are supplemental to the terms of the Master Agreement and to which Member is otherwise entitled.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the parties agree as follows:

1. Term. The term of this SMA shall begin as of the Effective Date and its term shall be concurrent with the term of the Master Agreement unless otherwise terminated as provided herein. Supplier or Member may terminate this Agreement without cause upon thirty (30) days' prior written notice.

2. Eligible entities: The benefits of this SMA shall be available to those Member affiliates or subsidiaries set forth on the attached Exhibit A (collectively also referred to as "Member").

3. Pricing Program: Pricing for products and services sold to Member shall be as set forth in Exhibit B, attached hereto.

4. Minimum Annual Commitment: In order to obtain the pricing available to Member under the terms of this SMA, Member hereby agrees to make minimum annual purchases of products and services of no less than two million dollars (\$2,000,000.00). The Member's annual purchases of products and services under this SMA shall be determined by the total invoiced sales from Supplier to Member over the prior calendar year ("Minimum Annual Commitment"). In the event that Member fails to purchase the Minimum Annual Commitment during any given year then Seller may, at its option, terminate this SMA, following fourteen (14) day advance written notice by Supplier to Member. Upon termination of this SMA, the Member shall no longer be entitled to the pricing under this SMA and will continue to have those benefits and pricing as is otherwise available under the terms of the Master Agreement.

5. Confidential Information: For the purposes of this Agreement, confidential information ("Confidential Information") shall mean all proprietary, secret or financial, competitively sensitive and/or market sensitive information, trade secrets and/or information relating to Supplier or Member operations, employees, services or customers, including pricing information. Supplier and Member acknowledge that Supplier or Member may disclose Confidential Information to each other in connection with this Agreement. If Supplier or Member receives Confidential Information, it shall: (a) maintain the Confidential Information in strict confidence; (b) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own Confidential Information, but in no event, less than a reasonable degree of care; and (c) use Confidential Information only to fulfill its obligations under this Agreement and for internal business purposes. Supplier and Member shall have no obligation concerning any portion of the Confidential Information which (a) was known to it before receipt; (b) is lawfully obtained by it from a non-party which was under no obligation of

#C-0457-21

confidentiality; (c) is or becomes publicly available other than as result of an act or failure to act by the receiving party; (d) is required to be disclosed by the receiving party by applicable law or legal process; or (e) is developed by the receiving party independently.

6. Order of Precedence: Any conflict between the terms of the Master Agreement and the terms of this SMA shall be governed by the terms of this SMA. Those terms that are not otherwise in conflict shall continue in full force and effect.

In WITNESS WHEREOF, the parties have executed and delivered this Agreement as a document under seal as of the Effective Date.

CDW Government LLC**Florida A&M University Board of Trustees**By: 

(Authorized signature)

Anup Sreedharan

Printed Name

Title: Manager, Program ManagementDate: August 20, 2021By: 

Larry Robinson

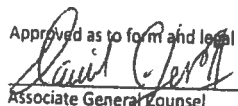
President

Date: September, 2021 9/1/2021By: ~~XXXXXX~~ Rebecca Brown, Interim

Vice President for Finance and Administration

Date: September, 2021 9/1/2021

Approved as to form and legal sufficiency.


Associate General Counsel
Florida A&M University

Date

#C-0457-21

Exhibit A – Customer Affiliates

Customer Affiliate Name

Florida Agricultural and Mechanical University
USA/E/H/FL/PUBLIC/4YR/FL A&M U

Membership

#001685

#C-0457-21

Exhibit B - Pricing

Supplier shall offer to E&I Member Institution and its affiliates identified in Exhibit A, the pricing below, which is based upon a discount from Supplier advertised price, publicly verifiable at www.cdwg.com.

Supplier Catalog			
Category Code	Manufacturer	Product Category Description	Discount off Supplier Advertised Price
A	All	Accessories	18.00%
A/LA	All Other	Notebook/Mobile Devices Accessories	4.50%
A/LA	Lenovo (LVO)	Notebook/Mobile Devices Accessories	6.00%
B	All	Power, Cooling, & Racks	7.50%
B	APC	Power, Cooling & Racks	9.00%
B	Tripp Lite (TRI)	Power, Cooling & Racks	9.00%
B/BA	All	UPS/Battery Backup	10.00%
B/BA	APC	UPS/Battery Backup	12.00%
B/BA	Tripp Lite (TRI)	UPS/Battery Backup	12.00%
C	All Other	Desktop Computers	4.25%
C CE	All	Computer Cases	13.00%
C/PC	All	Desktop Memory Upgrades`	13.00%
C/WO	All	Workstations/ PC Compatible Workstations	5.00%
C/WO	HPI (CPQ)	Workstations/ PC Compatible Workstations	7.00%
C/WO	Lenovo (LVO)	Workstations/ PC Compatible Workstations	9.00%
D	All	Data Storage/Drives	9.00%
D/ FL	All	Flash Memory	13.00%
D/TN	All	Consumer SSD	13.00%
E	All	Enterprise Storage	7.50%
E	HPE	Enterprise Storage	9.50%
E/DY/CME	All	Drive Arrays/ Cache Memory	13.00%
E/ES	All	Enterprise SSD	9.00%
F	All	Point of Sale/Data Capture	7.00%
H	All	Servers & Server Management	7.50%
H	HPE	Servers & Server Management	7.00%
H/ EC/MOB	All	Server Accessories\Motherboards	13.00%
H/MC	All	Server Accessories\CPUs/Fans	13.00%
H/SQ	All	Server Memory Upgrades	13.00%

#C-0457-21

H/SQ	All	Server Memory Upgrades	13.00%
L	All Other	Notebook/Mobile Devices	4.50%
L	Lenovo (LVO)	Notebook/Mobile Devices	6.00%
L/LM	All	Notebook Memory Upgrades	13.00%
L/NB	All	Notebook Computers	4.25%
L/NB	HPI (CPQ)	Notebook Computers	4.00%
L/RD	All	Convertible PCs/Slate PCs/iPAD	4.25%
L/RD	HPI (CPQ)	Convertible PCs/Slate PCs/iPAD	5.50%
L/RD	Lenovo (LVO)	Convertible PCs/Slate PCs/iPAD	7.50%
L/RD	Microsoft	Convertible PCs/Slate PCs/iPAD	5.50%
J	All	Services (CDW Delivered)	4.50%
N	All	NetComm Products	9.00%
N	HPE	NetComm Products	11.00%
N/NT	All	Network Memory Device	13.00%
O	All	Carts & Office Equipment	9.00%
P	All	Printing & Document Scanning	6.00%
P/LP	All	Single Function	6.00%
P/LP	HPI	Single Function	7.00%
P/PA	All	Printer Accessories	14.00%
P/PM	All	Printer Memory Upgrades	13.00%
P/PU	All	Printer Supplies	10.00%
P/PU	HPI	Printer Supplies	10.00%
Q	All	Services (Partner Delivered)	4.50%
Q	HPE	Services (Partner Delivered)	7.00%
Q	HPI (CPQ)	Services (Partner Delivered)	5.00%
Q	Lenovo (LVO)	Services (Partner Delivered)	7.00%
R/BO/BTO	All Other	Client Configure-to-Order	4.25%
S	All	Software	7.50%
S	VMWare (VMM)	Software	5.00%
T	All	Collaboration Hardware	18.50%
T/PB	All	Video Hardware	3.00%
T/TL	All	Video Hardware - Headsets	12.00%

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U*	All	Memory/System Components	13.00%
V	All Other	Video-Projection-Pro Audio	9.50%
V/PZ	All	Digital Signage Displays	8.50%
V/VL	All	Computer Displays	3.00%
V/VL	HPI (CPQ)	Computer Displays	3.50%
W	All	Cables	27.00%
All	Apple	All	0.50%

Category Code C\DT corrected to C\WO

Category Code C\WO corrected Code LVP to LVO

Category Code T was originally T/PB and T/TL with separate discounts. Error from 2017 now corrected

* Category U moved to Blue Lines through out product categories Nov 2018. Discounts remain the same.

Changes below are effective February 2020. Discounts will remain the same

* L\LA moves to A\LA

* C\DT\BTO moves to new R\BO\BTO

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



Action Item:
2022-2023 Preliminary University Budget

FLORIDA UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: IX

Subject: 2022-2023 Preliminary University Budget

Proposed Board Action:

Pursuant to Board of Governor's Regulation 9.007 State University Operating Budgets, the FY2022-2023 preliminary operating budget must be approved by the University Board of Trustees (BOT) prior to submission to the Board of Governors. In order to meet reporting requirements established by the State Comptroller for the release of university state appropriations starting July 1, 2022. The preliminary budget is due to the Board of Governors on June 22, 2022.

Recommendation: Approval of the 2022-2023 Preliminary University Budget.

Attachments: Yes

1. 2022-2023 Preliminary Operating Budget – Pre-Governor's Vetoes

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
STATE UNIVERSITY SYSTEM OF FLORIDA
2022-2023 PRELIMINARY OPERATING BUDGET -**PRE-GOVERNOR'S VETOES**
SUMMARY SCHEDULE I

	-----Local Funds ⁴ -----									
	Education & General ¹	Contracts & Grants ²	Auxiliaries ³	Student Activities	Student Financial Aid	Concessions	Intercollegiate Athletics	Technology Fee	Summary Totals	
1 Beginning Fund Balance :	\$ -	\$ 67,392,324	\$ 53,323,016	\$ 459,615	\$ 11,279,253	\$ 568,744	\$ -	\$ 227,175	\$ 133,250,127	
2										
3 <u>Receipts/Revenues</u>										
4 General Revenue	\$ 68,723,557								\$ 68,723,557	
5 Lottery	\$ 33,427,132								\$ 33,427,132	
6 Student Tuition	\$ 67,801,614								\$ 67,801,614	
7 Phosphate Research									\$ -	
9 Other U.S. Grants		\$ 63,208,707							\$ 63,208,707	
10 City or County Grants									\$ -	
11 State Grants		\$ 5,372,437			\$ 3,800,000				\$ 9,172,437	
12 Other Grants and Donations		\$ -			\$ 38,000,000		\$ 450,000		\$ 38,450,000	
13 Donations / Contrib. Given to the State									\$ -	
14 Sales of Goods / Services			\$ 40,708,023				\$ 4,545,000		\$ 45,253,023	
15 Sales of Data Processing Services									\$ -	
16 Fees			\$ 7,815,491	\$ 2,717,900	\$ 891,274		\$ 3,800,000	\$ 1,000,000	\$ 16,224,665	
17 Miscellaneous Receipts		\$ 58,686	\$ 2,811,328		\$ 969,975				\$ 3,839,989	
18 Rent									\$ -	
19 Concessions									\$ -	
20 Assessments / Services									\$ -	
21 Other Receipts / Revenues ⁶	\$ -	\$ 4,891,710					\$ 750,000		\$ 5,641,710	
22 Subtotal:	\$ 169,952,303	\$ 68,639,830	\$ 56,226,552	\$ 2,717,900	\$ 43,661,249	\$ -	\$ 9,545,000	\$ 1,000,000	\$ 351,742,834	
23 Transfers In						\$ 180,000			\$ 180,000	
24 Total - Receipts / Revenues:	\$ 169,952,303	\$ 68,639,830	\$ 56,226,552	\$ 2,717,900	\$ 43,661,249	\$ 180,000	\$ 9,545,000	\$ 1,000,000	\$ 351,922,834	
25										
26 <u>Operating Expenditures</u>										
27 Salaries and Benefits	\$ 143,717,836	\$ 26,823,461	\$ 10,377,259	\$ 299,057	\$ 543,978		\$ 3,897,613		\$ 185,659,204	
28 Other Personal Services	\$ 3,217,753	\$ 15,503,795	\$ 2,803,072	\$ 458,088	\$ 958,435		\$ 693,358		\$ 23,634,501	
29 Expenses	\$ 16,587,767	\$ 82,737,064	\$ 28,138,165	\$ 314,053	\$ 42,374,500	\$ 150,000	\$ 4,754,029	\$ 750,000	\$ 175,805,578	
30 Operating Capital Outlay	\$ 50,704							\$ 25,000	\$ 75,704	
31 Risk Management	\$ 1,605,196								\$ 1,605,196	
32 Financial Aid	\$ 624,417	\$ 6,775,298							\$ 7,399,715	
33 Scholarships									\$ -	
34 Waivers	\$ 130,838								\$ 130,838	
35 Finance Expense	\$ 1,514,846								\$ 1,514,846	
36 Debt Service									\$ -	
37 Salary Incentive Payments	\$ 14,799								\$ 14,799	
38 Law Enforcement Incentive Payments									\$ -	
39 Library Resources	\$ 2,323,446								\$ 2,323,446	
40 Institute of Government									\$ -	
41 Regional Data Centers - SUS									\$ -	
42 Black Male Explorers Program	\$ 164,701								\$ 164,701	
43 Phosphate Research									\$ -	
44 Other Operating Category (Provide Details)									\$ -	
45 Total Operating Expenditures :	\$ 169,952,303	\$ 131,839,618	\$ 41,318,496	\$ 1,071,198	\$ 43,876,913	\$ 150,000	\$ 9,345,000	\$ 775,000	\$ 398,328,528	
46										

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
STATE UNIVERSITY SYSTEM OF FLORIDA
2022-2023 PRELIMINARY OPERATING BUDGET -PRE-GOVERNOR'S VETOES
SUMMARY SCHEDULE I

-----Local Funds ⁴ -----											
	Education & General ¹	Contracts & Grants ²	Auxiliaries ³	Student Activities	Student Financial Aid	Concessions	Intercollegiate Athletics	Technology Fee	Summary Totals		
47 Non-Operating Expenditures (*Amounts provided as provisional estimates pending final approval and certification of Carryforward Spending Plan and Fixed Capital Outlay Budget at a later date)											
48 * Carryforward (From Prior Period Funds)										\$	-
49 * Fixed Capital Outlay										\$	-
50 Transfers Out ⁸	\$	-	\$ 3,982,916	\$ 12,894,897	\$ 1,392,762	\$ -	\$ -	\$ -	\$ 46,500	\$	18,317,075
51 Other ⁷										\$	-
52 Total Non-Operating Expenditures :	\$	-	\$ 3,982,916	\$ 12,894,897	\$ 1,392,762	\$ -	\$ -	\$ -	\$ 46,500	\$	18,317,075
53											
54 Ending Fund Balance :	\$	-	\$ 209,620	\$ 55,336,175	\$ 713,555	\$ 11,063,589	\$ 598,744	\$ 200,000	\$ 405,675	\$	68,527,358
55											
56 Fund Balance Increase / Decrease :	\$	-	\$ (67,182,704)	\$ 2,013,159	\$ 253,940	\$ (215,664)	\$ 30,000	\$ 200,000	\$ 178,500	\$	(64,722,769)
57 Fund Balance Percentage Change :		#DIV/0!	-99.69%	3.78%	55.25%	-1.91%	5.27%	#DIV/0!	78.57%		-48.57%

1. The Education and General budget funds the general instruction, research, and public service operations of the universities. Universities have accumulated ending fund balances for activities such as the implementation and maintenance of Enterprise Resource Program systems, contingency for unfunded enrollment growth, potential budget reductions, anticipated increases in utilities, and prior year encumbrances (recorded, estimated liability at year-end for ordered or received goods or services), and compliance with Section 1011.45 F.S. on maintaining a 7% reserve.

2. The Contracts and Grants budget contains activities in support of research, public service, and training. Large fund balances are due to the timing of receipt of Federal contracts or grants.

3. Auxiliaries are ancillary support units on each university campus. Some of the major activities include housing, food services, book stores, student health centers, facilities management, and computer support. Ending fund balances includes financial activities such as debt service payments, reserve, repair and replacement reserves for future maintenance costs, construction/renovation of auxiliary facilities, and prior year encumbrances.

4. Local funds include the following university activities:

a. Student Activities - Supported primarily by the student activity and service fee and funds operations of the student government, cultural events, organizations, and intramural/club sports.

b. Financial Aid - This activity represents the financial aid amounts for which the university is fiscally responsible. Examples include: student financial aid fee, bright futures, federal grants, college work study, and scholarships. The ending fund balance represents a timing difference between the receipts of funds and disbursement to the students.

c. Concessions - These resources are generated from various vending machines located on the university campuses.

d. Athletics - Revenues are primarily derived from the student athletic fee, ticket sales, and sales of goods. Sufficient fund balances are maintained to provide the necessary support for ongoing athletic activities.

e. Technology fee - Collections are used to enhance instructional technology resources for students and faculty.

f. Self-Insurance Program - These programs are directed by the respective self-insurance councils and the captive insurance companies (These companies underwrite the risks of its owner and the owner's affiliates.). These activities are supported by premiums charged to the insured individuals and entities (primarily medical faculty and institutions).

g. Board-Approved Fees - Student fees proposed by each university and authorized by the Board of Governors to address specific student-based needs not addressed through another service or fee.

5. Faculty Practice - The Faculty Practice Plan collects and distributes income from faculty billings for patient services provided in conjunction with state university medical school programs.

6. Other Receipts/Revenues includes categories such as interest, penalties, refunds, admissions, fines, taxes, etc.

7. Other Non-Operating Expenditures includes categories such as refunds, payment of sales taxes, or indirect costs.

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



Action Item:

**2023-2024 Fixed Capital Outlay Budget:
Capital Improvement Plan**

FLORIDA UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: X

Subject: 2023-2024 Fixed Capital Outlay Budget: Capital Improvement Plan

Proposed Board Action:

Approval of Five-year Capital Improvement Plan

Each year all SUS Universities are required to prepare and submit their five-year Capital Improvement Plan (CIP) requests. These requests for academic facilities should be consistent with the findings of the University's Educational Plant Survey and the Master Plan.

The CIP projects requests for FY2023-24 are listed in order of priority. The CIP due date to the Board of Governors is July 1, 2022.

Recommendation: Approval of the 2023-2024 Fixed Capital Outlay Budget: Capital Improvement Plan

Attachments: Yes

1. 2023-24 Five-year Capital Improvement Plan
2. Five-Year Capital Improvement Plan and Legislative Budget Request Fiscal Years 2023-24 through 2027-28

Approval of 2023-24 Five-year Capital Improvement Plan

PECO-ELIGIBLE PROJECT REQUESTS (ONLY)

Priority No.	Project Title	Total Supplemental (Non PECO) funding	Total Prior PECO Funding	Projected Annual PECO Funding Requested					Programs to Benefit from Project	Net Assignable Sq. Ft. (NASF)	Gross Sq. Ft. (GSF)	Total Project Cost	Project Cost Per GSF	EPS Recommendation Date & Rec. # ⁽¹⁾
				FY 23-24	FY 24-25	FY25-26	FY26-27	FY27-28						
1	Campus-wide Utility Infrastructure	\$ -	\$ -	\$ 9,415,490	\$ 10,283,913	\$ 8,034,089			ALL	N/A	N/A	\$ 27,733,492	N/A	6/3/2021 8.1
2	Chemical and Biological Research Laboratory Center			\$ 1,904,217	\$ 22,966,777	\$ 2,997,696			Chem./Pharm./Biology	21,536	34,458	\$ 27,868,690	\$ 809	6/3/2021 4.1/3.1
3	Dyson Pharmacy Building Demolition			\$ 576,185	\$ 3,269,500				Chem./Pharm./Biology	33,509	53,614	\$ 3,845,685	\$ 72	6/3/2021 7.8
4	School of Business and Industry South			\$ 1,910,617	\$ 23,475,507	\$ 2,145,000			Business/ Industry	26,453	42,325	\$ 27,531,123	\$ 650	6/3/2021 4.2
5	Benjamin Banneker Complex Demolition			\$ 6,547,541					Eng. Tech/ Social Work	50,353	80,564	\$ 6,547,541	\$ 81	6/3/2021 7.9-7.12
6	Howard Hall			\$ 1,567,487	\$ 9,030,385	\$ 2,990,000			Army ROTC	9,054	14,486	\$ 13,587,872	\$ 938	6/3/2021 6.1/7.2
7	Perry-Paige			\$ 1,051,583	\$ 9,804,422				Agriculture/Navy/Food Science	12,543	20,069	\$ 10,856,005	\$ 541	6/3/2021 4.3
*8	FAMU-FSU College of Engineering Bldg. C						\$ 73,358,380	\$ 16,741,620	Engineering	106,000	163,867	\$ 90,100,000	\$ 550	9/1/2017; 3.1
9	Old DRS High School Gym/ Transitional Classrooms/ Offices Demolition			\$ 4,648,049					Transitional Space	22,710	36,336	\$ 4,648,049	\$ 128	6/3/2021 7.3-7.7
10	Land Acquisition			\$ 7,592,000	\$ -	\$ 8,469,500	\$ 5,869,500	\$ 5,869,500	N/A	N/A	N/A	\$ 27,800,500	N/A	6/3/2021 2.1
			TOTAL:	\$ 35,213,167	\$ 78,830,504	\$ 24,636,285	\$ 79,227,880	\$ 22,611,120				\$ 240,518,956		

1) EPS recommendation is required as per F.S. 1013.31.

**Five-Year Capital Improvement Plan and Legislative
Budget Request Fiscal Years
2023-24 through 2027-28**



DR. LARRY ROBINSON
UNIVERSITY PRESIDENT

FLORIDA A&M UNIVERSITY
FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

FLORIDA A&M UNIVERSITY**Five-Year Capital Improvement Plan & Legislative Budget Request
Fiscal Years 2022-2023 Through 2026-2027
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- I. University President's Transmittal to Florida Board of Governors Vice Chancellor
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- II. Five-Year Capital Improvement Plan and Legislative Budget Request Summary of Projects:
 - a. CIP-2A PECO Projects Only
 - 1. Infrastructure-Central Plant Improvements
 - 2. Chemical and Biological Research Laboratory Center
 - 3. Dyson Pharmacy Building Demolition
 - 4. School of Business and Industry South (Renovation)
 - 5. Benjamin Banneker Complex Demolition
 - 6. Howard Hall
 - 7. Perry-Paige Renovation
 - 8. FAMU-FSU College of Engineering-Building "C"
 - 9. Old DRS High School Gym/ Transitional Classrooms/ Offices Demolition
 - 10. Land Acquisition
 - b. CIP-2B Capital Improvement Trust Fund (CITF) Projects
 - 1. Student Union
 - c. CIP-2C Non-State Supplemental Funding
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***STATE UNIVERSITY SYSTEM
FIVE-YEAR IMPROVEMENT PLAN
and
LEGISLATIVE BUDGET REQUEST
FISCAL YEARS 2023-24 through 2027-28
CIP-2A SUMMARY OF PROJECTS***

State University System
5-Year Capital Improvement Plan (CIP)
FY 2023-24 through 2027-28

Summary of Projects - PECO-Eligible Projects

University:FLORIDA A & M UNIVERSITY

Contact: CRAIG TALTON

(850) 412-7509

CRAIG.TALTON@FAMU.EDU

(name)

(phone)

(email)

PECO-ELIGIBLE PROJECT REQUESTS (ONLY)

Priority No.	Project Title	Total Supplemental (Non PECO) funding	Total Prior PECO Funding	Projected Annual PECO Funding Requested					Programs to Benefit from Project	Net Assignable Sq. Ft. (NASF)	Gross Sq. Ft. (GSF)	Total Project Cost	Project Cost Per GSF	EPS Recommendation Date & Rec. # ⁽¹⁾
				FY 23-24	FY 24-25	FY25-26	FY26-27	FY27-28						
1	Campus-wide Utility Infrastructure	\$ -	\$ -	\$ 9,415,490	\$ 10,283,913	\$ 8,034,089			ALL	N/A	N/A	\$ 27,733,492	N/A	6/3/2021 8.1
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6	Howard Hall			\$ 1,567,487	\$ 9,030,385	\$ 2,990,000			Army ROTC	9,054	14,486	\$ 13,587,872	\$ 938	6/3/2021 6.1/7.2
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*8	FAMU-FSU College of Engineering Bldg. C						\$ 73,358,380	\$ 16,741,620	Engineering	106,000	163,867	\$ 90,100,000	\$ 550	9/1/2017; 3.1
9	Old DRS High School Gym/ Transitional Classrooms/ Offices Demolition			\$ 4,648,049					Transitional Space	22,710	36,336	\$ 4,648,049	\$ 128	6/3/2021 7.3-7.7
10	Land Acquisition			\$ 7,592,000	\$ -	\$ 8,469,500	\$ 5,869,500	\$ 5,869,500	N/A	N/A	N/A	\$ 27,800,500	N/A	6/3/2021 2.1
			TOTAL:	\$ 35,213,167	\$ 78,830,504	\$ 24,636,285	\$ 79,227,880	\$ 22,611,120				\$ 240,518,956		

1) EPS recommendation is required as per F.S. 1013.31.

*FAMU-FSU COE totals will change once informaiton is provided by FSU.

***STATE UNIVERSITY SYSTEM
FIVE-YEAR IMPROVEMENT PLAN
and
LEGISLATIVE BUDGET REQUEST
FISCAL YEARS 2023-24 through 2027-28
CIP-2B CAPITAL IMPROVEMENT TRUST FUND (CITF)
PROJECTS***

University: FLORIDA A & M UNIVERSITY

(850) 412-7509
(phone)

[illegible]

***STATE UNIVERSITY SYSTEM
FIVE-YEAR IMPROVEMENT PLAN
and
LEGISLATIVE BUDGET REQUEST
FISCAL YEARS 2023-24 through 2027-28
CIP-2C NON-STATE SUPPLEMENTAL FUNDING***

FY 2023-24 Back of Bill (BOB)
Fixed Capital Outlay Projects Requiring Board Approval to be Constructed, Acquired and Financed
by a University or a Direct Support Organization

University FLORIDA A & M UNIVERSITY Contact: CRAIG TALTON (850) 412-7509 CRAIG.TALTON@FAMU.EDU
 (name) (phone) (email)

Project Name *	Brief Description of Project	GSF	Project Location	Project Cost	Funding Source(s)	Estimated Annual Operating & Maintenance Cost	
						Amount (\$)	Source
n/a	n/a		n/a		n/a		n/a

* List all proposed projects for FY 2023-24 requiring Legislative (Back-of-Bill) authorization pursuant to s.1010.62 and s.1013.71, F.S.

PRIORITY 1***Campus-wide Utility Infrastructure***

PECO Project Detail

University: Florida A&M University
Project Name: Campus-wide Utility Infrastructure
Project Address: Tallahassee, Florida

Priority #: 1

PROJECT NARRATIVE

(See Attachment)

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:	\$ -	\$ -	
Value Basis/Source:		Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ -	\$ -	
Funding Source:			
Comments:			

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
NEW CONSTRUCTION					
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

						Remodeling Projects <u>Only</u>	
						BEFORE	AFTER
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	-		-		-	-	-
Grand Total:	-		-		-	-	-

PROJECT COMPONENT COSTS & PROJECTIONS							
	Costs Incurred	Projected Costs					66
	to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Basic Construction Costs							
Building Cost (from above)	-	\$8,610,000	\$9,410,000	\$7,340,000		-	25,360,000
Environmental Impacts/Mitigation	-					-	
Site Preparation	-					-	
Landscape / Irrigation	-					-	
Plaza / Walks	-					-	
Roadway Improvements	-					-	
Parking : spaces	-					-	
Telecommunication	-					-	
Electrical Service	-					-	
Water Distribution	-					-	
Sanitary Sewer System	-					-	
Chilled Water System	-					-	
Storm Water System	-					-	
Energy Efficient Equipment	-	-	-	-	-	-	
Subtotal: Basic Const. Costs	-	8,610,000	9,410,000	7,340,000	-	-	25,360,000
Other Project Costs							
Land / existing facility acquisition	-	-	-	-	-	-	
Professional Fees		\$680,940.00	\$740,363.00	\$585,889.00		-	2,007,192
Fire Marshall Fees		\$60,000.00	\$65,000.00	\$50,000.00		-	175,000
Inspection Services						-	
Insurance Consultant						-	
Surveys & Tests		\$15,000.00	\$15,000.00	\$15,000.00		-	45,000
Permit / Impact / Environmental Fees		\$49,550.00	\$53,550.00	\$43,200.00		-	146,300
Artwork						-	
Moveable Furnishings & Equipment						-	
Project Contingency						-	
Subtotal: Other Project Costs	-	805,490	873,913	694,089	-	-	2,373,492
Total Project Cost:	-	9,415,490	10,283,913	8,034,089	-	-	27,733,492

PROJECT FUNDING							
Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests	
Source	FY	Amount	Source	FY	Amount	FY	Amount
			Carry Forward			23-24	9,415,490
			Donations/Gifts			24-25	10,283,913
			Others			25-26	8,034,089
					-		
					-		
		-			-	27,733,492	27,733,492

Updated 2022-2023 Infrastructure Projects

3-YEAR CIP FORECAST - \$25.36 MM

8.1B CHILLER -Central Cooling Plant Chiller \$3.72 MM

This project will replace an existing 1100-Ton capacity chiller with a 2200-Ton capacity chiller in the Central Chiller Plant.

The Central Plant currently utilizes four (4) wells drawing water from the aquifer to cool four (4) electric water chillers in the Central Chiller Plant, having a total capacity of 6600-Tons. As the Florida A&M University grows and expands, so does the need for chilled water to efficiently cool all current buildings. The existing chilled water system can provide sufficient capacity to maintain comfortable learning and working environments in all current campus buildings served by the Central Cooling Plant. The addition of new, planned projects, plus any other future facilities on the north section of campus, would task the existing chillers to provide sufficient chilled water capacity thereby requiring the additional 1100-Tons of central plant capacity.

8.1I South Central Utility Plant - South Campus Chiller Plant \$1.80 MM

A plan has been developed to add a new Central Utility Plant for the expanding southern portion of the FAMU campus. It would be located east of the current Multi-Purpose Recreation Center, housed in a metal building and initially include an 1100-Ton chiller, hot-water boilers, pumps, piping and electrical systems. With the later addition of piping, isolation valves and new underground distribution systems, a separate, South Campus-dedicated chilled water and hot water delivery system could be accomplished, initially serving the existing Recreation Center, and later a portion of the new Residence Hall initiatives after new underground piping and valves are added.

8.1J Campus Controls Replacement -Obsolete Controls Systems Replacement \$1.17 MM

Research Buildings have obsolete, non-operational environmental control systems. This project will replace the control systems in Pharmacy Phase 1, Ware-Rhaney/Allied Health, Jones Hall and Dyson Pharmacy.

Several campus buildings are severely hampered in controlling and maintaining accurate and comfortable learning environments due to obsolete and failing temperature and humidity control systems. In many instances of Customer Service requests for temperature adjustments in those buildings, changes can only be made by manually, not automatically through a centrally-based control system. The research buildings all need the existing non-functioning environmental control systems removed and replaced with new, open-protocol digital control systems which can be controlled and changed remotely.

8.1A BOILER Replacement - Central Heating Plant Replacement Boiler Phase I \$1.92 MM

This boiler will replace a second boiler with an excess of plugged boiler tubes.

The Central Heating Plant currently has three older steam boilers. Boiler #1 has been replaced. Boiler #3 has a large number of internal tubes sealed off, causing this boiler to be very inefficient, and also needs new control systems and frequently shuts off and goes into alarm.

The solution to these issues is to purchase and install a second new Hi-Efficiency Boiler in the place of the unreliable #3 Boiler with a flue-gas economizer and a 9 PPM, Lo-NOx, dual-fuel, Hi turn- down ratio burner, the same as is being done for #1 Boiler. This installation would provide the campus with a second reliable source of steam, as well as achieve an additional 15% energy savings through the economizer system and the Best Available Technology system of controls.

Year 1 TOTAL \$8.61 MM

8.1E EAST LOOP TIE-IN - East Chilled Water Loop Extension \$1.65 MM

This project will create a tie-in of the 18" chilled water pipes east of Lee Hall and west of Ware-Rhaney, creating a loop to increase chilled water flows and decrease flow resistance in this area of campus.

Currently, the campus chilled water distribution system ends at two separate points on the East portion of campus: 1) at a point to the east of Lee Hall, and 2) at a point located west of the Ware-Rhaney Building. Both of the points have 18" diameter pipes, and connecting these two points with an 18-inch diameter chilled water supply and return would provide a continuous loop on the East portion of campus and would equalize flow rates and pressure differentials in the chilled water loop.

8.1E PARTIAL NORTH LOOP (SBI) - North Chilled Water Loop Extension \$1.79 MM

This project will create an underground 18" chilled water supply and return system to tie in SBI South and SBI East buildings, and end in a vault and valves for future expansion along Gamble Street.

8.1D PARTIAL NORTH LOOP (LUCY MOTEN) -North Chilled Water Loop Extension \$2.05 MM

This project would install 18" Chilled Water lines along Gamble Street from the Lucy Moten Building to the current 12" lines at Science Research.

Currently the Lucy Moten Building receives chilled water from a localized water chiller. This chiller is used year-round and has repeatedly failed in service multiple times each cooling year. The campus chilled water distribution system ends at two points on the North portion of campus, at SBI West and at Pharmacy Phase 1. This project would install 18" diameter piping from the existing 12" piping at Pharmacy Phase 1, west along Gamble Street, and end at the Lucy Moten Building.

8.1F RESEARCH LOOP UPSIZE -Chilled Water Research Isolation and East Loop Extension \$2.05 MM

This project would replace the current 12" chilled water pipes to 18" diameter and connect to the existing 18" piping at Ware-Rhaney and to the new 18" pipes at Pharmacy Phase 1.

This would provide additional flow capabilities from the main campus chilled water distribution system to the Pharmacy buildings and to the Lucy Moten building.

8.1D FINISH NORTH LOOP -North Chilled Water Loop Extension \$1.87 MM

This project would connect the 18" chilled Water Pipes between SBI East and the Lucy Moten building.

This installation would be the final connections and provide a continuous chilled water distribution loop for the North Campus and eliminate the dead-end points currently in the distribution system.

Year 2 TOTAL \$9.41 MM

8.1G&H BOILER - Central Heating Plant Replacement Boiler Phase II & Central Cooling Plant Additional Chiller #6 \$3.00 MM

This new boiler would replace the third and last older boiler in the Central Plant. This third boiler (#2 Boiler) is operational, however, it too has a large number of internal tubes capped off, and frequent repairs to the gas and water delivery systems are made to maintain steam delivery to the campus heating systems.

This final phase of the boiler replacement project is the purchase and installation of a third new Hi-Efficiency Boiler with flue-gas economizers and 9 PPM, Lo-NOx, dual-fuel, high turn-down ratio burners of the same manufacture as the replaced Boilers 1 & 2. This installation would finish the replacement of all old and inefficient boilers and provide the campus with the most efficient and reliable source of steam for the campus heating systems. This installation would also provide redundancy in order to accomplish Annual Preventive Maintenance on one boiler system while operating the other two systems.

8.1F RESEARCH BYPASS LOOP - Chilled Water Research Isolation and East Loop Extension \$1.60 MM

This 18" chilled water pipe connection would join the single-ended piping to the west of Jones Hall and connect to the new 18" pipes at Ware-Rhaney building.

8.1C South Chilled Water Distribution System- South Campus Chiller Plant \$2.74 MM

This third-year Infrastructure improvement would extend the underground chilled water lines from the new South Chiller Plant to the "under-construction" Phase 2 700 Bed Residences and tie into those "under-construction" chilled water lines, providing chilled water to the Phase 2 residence buildings. Utilizing the South Chiller Plant would eliminate the need to purchase two additional 300-ton electric chillers for Phase 2.

Year 3 TOTAL \$7.34 MM

PRIORITY 2
CHEMICAL & BIOLOGICAL RESEARCH
LABORATORY CENTER

PECO Project Detail

University: Florida A&M University
Project Name: Chemical and Biological Research Laboratory Center
Project Address: Tallahassee, Florida

Priority #: 2

PROJECT NARRATIVE

The Chemical and Biological Research Laboratory Center project will provide support to convert existing vacant space in the New Pharmacy Building into research laboratory space. The research space will be used to facilitate interdisciplinary research conducted by faculty, students and staff in STEM and health-related disciplines. The space will expand the University's research infrastructure, leading to: a) an increased number of graduates at the undergraduate and graduate levels in Programs of Strategic Emphasis; b) an increase in research productivity, including STEM grant awards and research expenditures; and c) enhanced competitive of graduates for employment in high-need STEM disciplines. It is estimated that completion of the last two floors of Pharmacy Phase II will adequately satisfy the current space needs of the COPPS to carry out teaching and research goals consistent with FAMU's strategic initiatives. This space will be renovated to house these departments from Dyson Pharmacy Building that is Survey Recommended to be Demolished.

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:	\$ 28,412,201	\$ -	
Value Basis/Source:	Risk Management/Insurance	Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ 284,122	\$ -	
Funding Source:	E&G		
Comments:			

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
NEW CONSTRUCTION					
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

						Remodeling Projects Only	
						BEFORE	AFTER
Research Lab	20,671	1.6	33,074	596	19,703,266	10,339	20,671
Classroom	-		-		-	2,440	-
Office	-		-		-	7,892	-
	-		-		-	-	-
Study	865	1.5	1,298	461	598,511	865	865
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	21,536		34,371		20,301,777	21,536	21,536
Grand Total:	21,536		34,371		20,301,777		

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PROJECT FUNDING								
Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal <i>Total Project Cost</i> above
			Carry Forward			23-24	1,904,217	
			Donations/Gifts			24-25	22,966,777	
			Others			25-26	2,997,696	
					-			
					-			
		-			-		27,868,690	27,868,690

PRIORITY 3
DYSON PHARMACY BUILDING
DEMOLITION

PECO Project Detail

University: Florida A&M University
Project Name: Dyson Pharmacy Building Demolition
Project Address: Tallahassee, Florida

Priority #: 3

PROJECT NARRATIVE

Board of Governors Survey Recommendation team, survey recommended that Dyson Pharmacy Building Be Demolished in order to bring the Chemical and Biological Research Laboratory Center renovated/remodeled space online. The three-story concrete and masonry structure was constructed in 1972 and renovated in 1989. It consists of a north and south wing connected by a covered, open breezeway and houses laboratories, classrooms, offices, and a lecture hall for the College of Pharmacy. Much of the building is vacant or used for storage. In its current configuration, the building is about 53,614 square feet. The building has a flat, gravel-surfaced, built-up roofing system. The roof is in poor condition with evidence of past repairs and water leaks. Exterior crack West side of building. Rusting hot water pump Ground floor, mechanical room. This building is served by an outdated zone Silent Knight fire alarm system equipped with combination audible annunciators/ opaque strobe units and manual fire pulls. Original fire gongs were observed in the south wing. The fire alarm system has exceeded its useful service life, and its reliability is of concern. The laboratory areas in this facility are served by fume hood exhaust systems. Approximately 60 percent of these hoods and their associated mechanical components have been in service beyond their intended life cycles. Two original laboratory air compressors are in service to support program processes. They are in poor condition and have served to the point where reliability is a concern.

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:		\$	-
Value Basis/Source:		Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ -	\$	-
Funding Source:			
Comments:			

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
NEW CONSTRUCTION					
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

					Remodeling Projects <u>Only</u>	
					BEFORE	AFTER
Research Lab			-	-		
Classroom			-	-		
Office			-	-		
Study			-	-		
			-	-		
			-	-		
			-	-		
Subtotal NASF:	-		-	-	-	-
Other	-		-	-	-	-
Total:	-		-	-	-	-
Grand Total:	-		-	-		

PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total ⁷⁵
Basic Construction Costs							
Building Cost (from above)	-		\$1,092,000			-	1,092,000
Environmental Impacts/Mitigation	-		\$585,000			-	585,000
Site Preparation	-		\$390,000			-	390,000
Landscape / Irrigation	-		\$390,000			-	390,000
Plaza / Walks	-					-	
Roadway Improvements	-		\$130,000			-	130,000
Parking : spaces	-		\$390,000			-	390,000
Telecommunication	-					-	
Electrical Service	-		\$97,500			-	97,500
Water Distribution	-					-	
Sanitary Sewer System	-					-	
Chilled Water System	-					-	
Storm Water System	-		\$195,000			-	195,000
Energy Efficient Equipment	-	-	-	-	-	-	
Subtotal: Basic Const. Costs	-	-	3,269,500	-	-	-	3,269,500
Other Project Costs							
Land / existing facility acquisition	-	-	-	-	-	-	
Professional Fees		\$277,087				-	277,087
Fire Marshall Fees		\$39,000				-	39,000
Inspection Services						-	
Insurance Consultant						-	
Surveys & Tests		\$19,500				-	19,500
Permit / Impact / Environmental Fees		\$24,798				-	24,798
Artwork						-	
Moveable Furnishings & Equipment						-	
Project Contingency		\$215,800				-	215,800
Subtotal: Other Project Costs	-	576,185	-	-	-	-	576,185
Total Project Cost:	-	576,185	3,269,500	-	-	-	3,845,685

PROJECT FUNDING								
Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal <i>Total Project Cost</i> above
			Carry Forward			23-24	576,185	
			Donations/Gifts			24-25	3,269,500	
			Others					
					-			
					-			
		-			-		3,845,685	3,845,685

PRIORITY 4
SCHOOL OF BUSINESS & INDUSTRY
SOUTH

PECO Project Detail

University: Florida A&M University
Project Name: School of Business and Industry South
Project Address: Tallahassee, Florida

Priority #: 4

PROJECT NARRATIVE

The School of Business and Industry, South is located at 500 Gamble Street on the main campus of Florida A&M University. This is part of a four building complex that houses Administrative Offices, TV Studio, Bull & Bear Lounge, Bloomberg Lab and classrooms for the School of Business and Industry. The five-story concrete and masonry structure was constructed in 1982 and renovated in 1998. In its current configuration, the building contains about 49,260 square feet of space. Most of the floors are carpeted with sheet carpet and carpet squares of varying ages and condition. Some ceiling tiles are starting to curl. Due to the age of these finishes, the ceilings will need replacement. The restrooms are not fully compliant with ADA guidelines. They lack full-size accessible toilet stalls and should be remodeled to provide them. This will require modification of the toilet partitions. The secondary restrooms on the fourth floor have non-accessible showers. The shower stalls should be replaced with accessible shower stalls. The HVAC equipment was installed in 1982, except the PRV which was replaced in 2015. The original equipment is aged and is recommended for replacement. Facility exhaust is provided by a rooftop centrifugal fan, an inline centrifugal fan, and a propeller-type fan. This equipment serves the restrooms, a mechanical space, and general exhaust needs. One fan was replaced in 2011 and appears in good condition. The remaining units are aged and have reached end of their service lives. Replacement is recommended. Emergency power is provided by unitary battery backup power devices. There is no central emergency power system. It is recommended that a generator and emergency power grid be installed throughout the facility. The emergency power network should support life safety and specific non-essential loads. The transformative renovation will lead to enhanced student learning outcomes of Increase recruitment of High Performing Students, Increase the Academic Progress and 4-Year Graduation Rates and Increase Students' Post Graduation Employability.

RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:	\$ 27,531,123	\$ -
Value Basis/Source:	Risk Management/Insurance	Total construction cost or insurable value, whichever is greater.
	\$ 275,311	\$ -
Funding Source:	E&G	
Comments:		

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

						Remodeling Projects <u>Only</u>	
						BEFORE	AFTER
Classroom	7,330	1.5	10,995	464	5,100,471		
Instructional Media	3,600	1.5	5,400	337	1,818,450		
Office	15,055	1.5	22,583	470	10,623,260		
Auditorium/Exhibition	468	1.48	693	522	361,600		
			-		-		
			-		-	-	-
			-		-	-	-
			-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	26,453		39,670		17,903,780	-	-
Grand Total:	26,453		39,670		17,903,780		

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PROJECT FUNDING							
Funding Received to Date (all sources)			Projected Supplemental Funding		Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount
			Carry Forward			23-24	1,910,617
			Donations/Gifts			24-25	23,475,507
			Others			25-26	2,145,000
					-		
					-		
		-			-	27,531,123	27,531,123

PRIORITY 5
Benjamin Banneker Complex
Demolition

PECO Project Detail

University: Florida A&M University
Project Name: Benjamin Banneker Complex Demolition
Project Address: Tallahassee, Florida

Priority #: 5

PROJECT NARRATIVE

Benjamin-Banneker A & B is a four-story concrete and masonry structure was constructed in 1966 and is part of a four-building complex. Building "A" houses offices and classrooms for the Department of Engineering Technology and Building "B" houses offices, classrooms, and laboratories for the Department of Engineering Technology and the Department of Social Work is located on the recently renovated third floor. Building "A" current configuration is about 33,512 square feet, while Building "B" current configuration is about 33,604 square feet. Benjamin-Banneker "C" and "D" is a single-story concrete and masonry structure was constructed in 1966 and is one of four buildings in the complex. They houses laboratories, classrooms, and offices for the Department of Engineering Technology. In there current configuration, the building contains about 6,724 square feet. Windows on the second and third floors are narrow with single-pane glass in metal frames and some leak during heavy rains. They are past their normal service life. The nine-inch vinyl tile on the second and third floors probably contains asbestos. It is beyond its normal service life and should be abated prior to replacement. Fire suppression is provided by fire hose cabinets that do not contain hoses. Additional coverage is provided by manual chemical type fire extinguishers and a limited sprinkler system in a small portion of the facility. While this may have been an adequate application when the facility was constructed, it is recommended that the sprinkler system be extended throughout the facility. Two local compressors provide control air. This HVAC equipment is considered original except for one compressor that was installed in 2002. The equipment has reached the end of its service life. The buildings has flat roofs with a modified bitumen roofing membrane. The roofs are in poor condition with extensive wear of the granular cap sheet and evidence of past repairs. Domestic hot water is produced by a Tennessee Tank Company, residential-grade, electric water heater with a tank capacity of 30 gallons. It is believed to be original and has reached its life expectancy.

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:	\$ -		\$ -
Value Basis/Source:		Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ -		\$ -
Funding Source:			
Comments:			

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Unit Cost * (per GSF)	Building Cost
		Conversion Factor	Gross Sq. Ft. (GSF)		
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

						Remodeling Projects <u>Only</u>	
						BEFORE	AFTER
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	-		-		-	-	-
Grand Total:	-		-		-	-	-

PROJECT COMPONENT COSTS & PROJECTIONS							81
	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Basic Construction Costs							
Building Cost (from above)	-	\$3,216,096				-	3,216,096
Environmental Impacts/Mitigation	-	\$455,000				-	455,000
Site Preparation	-	\$390,000				-	390,000
Landscape / Irrigation	-	\$390,000				-	390,000
Plaza / Walks	-					-	
Roadway Improvements	-	\$130,000				-	130,000
Parking : spaces	-	\$390,000				-	390,000
Telecommunication	-					-	
Electrical Service	-	\$97,500				-	97,500
Water Distribution	-	\$130,000				-	130,000
Sanitary Sewer System	-	\$195,000				-	195,000
Chilled Water System	-					-	
Storm Water System	-	\$195,000				-	195,000
Energy Efficient Equipment	-	-	-	-	-	-	
Subtotal: Basic Const. Costs	-	5,588,596	-	-	-	-	5,588,596
Other Project Costs							
Land / existing facility acquisition	-	-	-	-	-	-	
Professional Fees		\$459,845				-	459,845
Fire Marshall Fees		\$39,000				-	39,000
Inspection Services						-	
Insurance Consultant						-	
Surveys & Tests		\$19,500				-	19,500
Permit / Impact / Environmental Fees		\$36,394				-	36,394
Artwork						-	
Moveable Furnishings & Equipment						-	
Project Contingency		\$404,206				-	404,206
Subtotal: Other Project Costs	-	958,945	-	-	-	-	958,945
Total Project Cost:	-	6,547,541	-	-	-	-	6,547,541

PROJECT FUNDING							
Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests	
Source	FY	Amount	Source	FY	Amount	FY	Amount
			Carry Forward			23-24	6,547,541
			Donations/Gifts				
			Others				
					-		
					-		
		-			-	6,547,541	6,547,541

PRIORITY 6***Howard Hall***

PECO Project Detail

University: Florida A&M University
Project Name: Howard Hall
Project Address: Tallahassee, Florida

Priority #: 6

PROJECT NARRATIVE

The Army ROTC program has been a foundational program at FAMU since 1948 and has produced over thousands of Officers for the Armed Forces. It cannot be understated that current issues with the building inhibit learning, recruitment, and retention for the ROTC program. Despite being located next to the Chiller/Heat plant, the ROTC building operates on inefficient window units for HVAC. Students and employees are often unable to focus due to extreme temperatures in the building. Outdated plumbing and electrical fixtures cause require constant maintenance. The lack of adequate shower facilities for the Cadets is inhibitive as well. Many Cadets spend 8 hours a day at the building, transitioning from physical training to tactical training to professional instruction. The demands of Army life necessitate a facility with functioning shower/locker space. The ROTC building is not ADA compliant. There is no elevator or other lift to bring disabled students or Veterans to the second floor where the offices and auditorium are located. The bathrooms and fountains cannot be accessed by wheelchairs. Additionally, the sidewalks and doors will not allow for wheelchair access. The auditorium is a functional space which is not used for events due to the inability to provide access to the elderly relatives or friends of the students who may wish to attend ROTC events. The interior of the building is likewise unattractive and outdated. Many other programs throughout Florida have recently updated their ROTC facilities, so the lack of a modern facility at FAMU makes it harder to attract the best Scholar Athlete Leaders (SALs), who often are able to come to the University with 3 or 4-year national scholarships. This project supports the following University Strategic Goals: Goal 1.1: Enhance access to the University; Goal 1.2: Continuous enhancement and assessment of the student experience; Goal 2.2: Enhance and assess employees' experiences; Goal 2.2: Enhance and assess employees' experiences; Goal 4.3: Enhance the services provided to local, state, and national communities; Goal 5.1: Produce diverse and culturally astute graduates for the global workforce

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:	\$ 13,587,872	\$	-
Value Basis/Source:	Risk Management/Insurance	Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ 135,879	\$	-
Funding Source:	E&G		
Comments:			

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

						Remodeling Projects <u>Only</u>	
						BEFORE	AFTER
Classroom	1,294	1.5	1,941	464	900,410	-	-
Office	3,076	1.5	4,614	470	2,170,518	-	-
Study	398	1.5	597	461	275,384	-	-
Auditorium/Exhibition	4,286	1.48	6,343	522	3,311,573	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	9,054		13,495		6,657,885	-	-
Grand Total:	9,054		13,495		6,657,885		

PROJECT COMPONENT COSTS & PROJECTIONS								84
	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
Basic Construction Costs								
Building Cost (from above)	-		\$6,657,885			-	6,657,885	
Environmental Impacts/Mitigation	-		\$455,000			-	455,000	
Site Preparation	-		\$390,000			-	390,000	
Landscape / Irrigation	-		\$390,000			-	390,000	
Plaza / Walks	-					-		
Roadway Improvements	-		\$130,000			-	130,000	
Parking : spaces	-		\$390,000			-	390,000	
Telecommunication	-					-		
Electrical Service	-		\$97,500			-	97,500	
Water Distribution	-		\$130,000			-	130,000	
Sanitary Sewer System	-		\$195,000			-	195,000	
Chilled Water System	-					-		
Storm Water System	-		\$195,000			-	195,000	
Energy Efficient Equipment	-	-	-	-	-	-		
Subtotal: Basic Const. Costs	-	-	9,030,385	-	-	-	9,030,385	
Other Project Costs								
Land / existing facility acquisition	-	-	-	-	-	-		
Professional Fees		\$725,756				-	725,756	
Fire Marshall Fees		\$41,915				-	41,915	
Inspection Services						-		
Insurance Consultant						-		
Surveys & Tests		\$20,800				-	20,800	
Permit / Impact / Environmental Fees		\$53,777				-	53,777	
Artwork				\$390,000		-	390,000	
Moveable Furnishings & Equipment				\$2,600,000		-	2,600,000	
Project Contingency		\$725,239				-	725,239	
Subtotal: Other Project Costs	-	1,567,487	-	2,990,000	-	-	4,557,487	
Total Project Cost:	-	1,567,487	9,030,385	2,990,000	-	-	13,587,872	

PROJECT FUNDING								
Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal <i>Total Project Cost</i> above
			Carry Forward			23-24	1,567,487	
			Donations/Gifts			24-25	9,030,385	
			Others			25-26	2,990,000	
					-			
					-			
		-			-		13,587,872	13,587,872

PRIORITY 7

PERRY-PAIGE RENOVATION

Project Address: Tallahassee, Florida

PROJECT NARRATIVE

Perry Paige was built in 1954. It is a 64-year-old building that is in grave need of state-of-the-art renovations to simply give the College of Agriculture and Food Sciences the ability to communicate with its comrades on the state, regional and national levels. Traditional facilities and equipment do not meet the changing educational needs of the diverse audiences which the College of Agriculture and Food Sciences serve. In addition, facilities and equipment must be compatible with state research and extension facilities in the southern regions, the research and extension communities statewide, regionally and nationally. State of the art facilities and equipment are necessary components to improve human capital development through both research and extension programs. Also, completely renovate the auditorium with all new seating, lighting, acoustic and sound system and a refurbished stage and curtains. Naval ROTC Unit FAMU and its Midshipmen have been a vibrant, diversified part of the FAMU campus landscape for forty-one years, since November 21, 1975. The NROTC Unit is housed on the second floor of the northern wing of the Perry-Paige Agriculture Building. The renovation/remodeling of the second floor of the northern wing of the Perry-Paige Agriculture Building will help the Naval ROTC Unit, active-duty staff provide the Midshipmen with the most robust and realistic training in the most secure environment, preparing them for the rigors of leadership expected of them in the U.S. Naval Fleet.

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:	\$ 10,856,005	\$	-
Value Basis/Source:	Risk Management/Insurance	Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ 108,560	\$	-
Funding Source:	E&G		
Comments:			

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
CONSTRUCTION					
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

Office	6,139	<u>1.5</u>	9,209	<u>391</u>	3,600,892	-	-
Classroom	760	<u>1.5</u>	1,140	<u>386</u>	439,595	-	-
Study	1,358	<u>1.5</u>	2,037	<u>383</u>	781,067	-	-
Auditorium/Exhibition	4,286	<u>1.48</u>	6,343	<u>434</u>	2,752,793	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	12,543		18,729		7,574,348	-	-
Grand Total:	12,543		18,729		7,574,348		

PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
--	---------------------------	--------	--------	--------	--------	--------	-------

Basic Construction Costs

Building Cost (from above)	-	\$7,574,348	-	7,574,348			
Environmental Impacts/Mitigation	-	\$39,000	-	39,000			
Site Preparation	-		-				
Landscape / Irrigation	-		-				
Plaza / Walks	-		-				
Roadway Improvements	-		-				
Parking : spaces	-		-				
Telecommunication	-	\$325,000	-	325,000			
Electrical Service	-	\$130,000	-	130,000			
Water Distribution	-	\$130,000	-	130,000			
Sanitary Sewer System	-	\$130,000	-	130,000			
Chilled Water System	-		-				
Storm Water System	-		-				
Energy Efficient Equipment	-	-	-	-			
Subtotal: Basic Const. Costs	-	39,000	8,289,348	-	-	-	8,328,348

Other Project Costs

Land / existing facility acquisition	-	-	-	-			
Professional Fees	\$794,183	-	-	794,183			
Fire Marshall Fees	\$65,000	-	-	65,000			
Inspection Services	\$65,000	-	-	65,000			
Insurance Consultant		-	-				
Surveys & Tests		-	-				
Permit / Impact / Environmental Fees	\$88,400	-	-	88,400			
Artwork		65,000	-	65,000			
Moveable Furnishings & Equipment		650,000	-	650,000			
Project Contingency		800,074	-	800,074			
Subtotal: Other Project Costs	-	1,012,583	1,515,074	-	-	-	2,527,657

Total Project Cost:	-	1,051,583	9,804,422	-	-	-	10,856,005
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PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
			Carry Forward			23-24	1,051,583	Should equal Total Project Cost above
			Donations/Gifts			24-25	9,804,422	
			Others		-			
		-			-			
		-			-		10,856,005	10,856,005

PRIORITY 8

***FAMU-FSU COLLEGE OF ENGINEERING
BUILDING C***

PECO Project Detail

University: Florida A&M University Priority #: 8
Project Name: FAMU-FSU College of Engineering Bldg. C
Project Address: 2525 Pottsdamer Street, Tallahassee, Florida

PROJECT NARRATIVE

In 1984, the Florida Legislature appropriated funds to be used in the planning, property acquisition, and site development for a new engineering campus to serve as the Florida A&M University-Florida State University College of Engineering. A 20.5 acre parcel, located near the main campuses of both FAMU and FSU, was selected for the new engineering building. The original concept was for three interconnected buildings, each of approximately 100,000 sq. ft. to house classrooms, laboratories, offices and amenities such as a library, auditorium, cafeteria, study lounge, etc. One year later, funds were appropriated for the design and construction of only the first phase of the facility, designed to service about 1,000 students, and consisting of only classrooms, laboratories and offices. Building A was completed and occupied in 1988. By that time the enrollment had already exceeded the design target.

By 1996, the College had implemented Bachelor of Science and Master of Science programs in five departments; doctoral programs were offered in three departments. At that time, the total undergraduate and graduate enrollment had passed the 2,000 mark. Office space was in critically short supply necessitating the conversion of some classrooms to office space and transferring the space shortage burden to them. It became necessary to erect temporary 'portables' behind the building to handle the overflow for meetings, office space and research areas.

In 1996, funds were appropriated for design and construction of the second phase. This 96,500 sq. ft. building was built under a fast-track schedule and was occupied in the fall of 1998. It provided new laboratory space for advanced research projects which had come on line, relieved the pressure for office space, and added a number of classrooms, among them two which served as large lecture halls. In the meantime, several new programs came on-line: Ph.D. programs in Industrial and Civil Engineering were implemented; a Computer Engineering bachelor's degree, and a Biomedical Engineering M.S. and Ph.D. were approved to start in 2000.

Building B though provided only a temporary respite from the space shortage. Other approved and implemented programs require still further expansion. Moreover, the needed amenities of an auditorium, reference and reading facility, and full cafeteria are still not met. Expansion of graduate programs with research support nearing 40 million dollars under current contract requires more specialized laboratory space, and new accreditation requirements which became effective in 2000 necessitate a reorientation of bachelors programs with more emphasis on practical training. For this Senior Design Lab Space becomes a necessity to bring workplace experience to our students, as well as to provide a suitable facility in which we can offer our expertise to a growing number of our industry partners.

Currently the College is sharing classroom space in FSU's Mag Lab, Research Buildings A & B, as well as offices and conference rooms. Study space is in hallways and lobby areas - basically anywhere there is a space with or without chairs. Events that require auditorium space must be scheduled in spaces on FAMU or FSU campus when available, and there is no space to display projects and achievements. To accommodate the projected growth of the College in all these areas, completion of the originally conceived three-building complex now becomes a matter of urgency. This request involves a joint-use project between Florida State University and Florida A&M University that will provide approximately 106,000 NASF (163,867 GSF) of new space for the College's operations. It also, will provide renovation funds for the non-assignable spaces for the tie-in areas between the existing and new construction, and allow for upgrading and replacing signage and wayfinding (which is now done on paper), and expand their food service from a snack bar into a cafeteria.

The College's primary goal is to provide a challenging and educational experience for our students that will enable them to become effective engineering professionals in an increasingly technological society in which engineering jobs are substantially increasing and starting salaries are among the highest of all college graduates. According to data from the Florida Department of Economic Opportunity, Engineering jobs are projected to grow 10.9% from 2017 – 2025, with much larger growth projected in key fields of study offered at the FAMU-FSU College of Engineering such as 14.6% in Environmental, 15.2% in Civil, and 23.7% in Biomedical. Additional space is needed to support this growth.

The Project serves six (6) critical engineering disciplines that are all of strategic importance within the STEM area. Engineering is critical for startups, job creation and the overall health of the State economy. The investment is bound to pay off significantly with the production of high quality and entrepreneurial students who will positively impact Florida's economy and workforce.

Size of spaces in the facility were determined by SREF requirements, program need and industry standards. Costs of facility construction and extra utility capacity, site development, roads, parking, etc. have been budgeted through analysis of historical construction costs, industry standards and estimates included in a project specific study. Project contingency exceeds 5% due to potential hazards associated with previous site uses and components to be demolished; and karst topography in the general region.

FSU has a commitment to sustainability and energy efficiency as codified in Goal VI of its Strategic Plan. Specific tactics include reducing greenhouse gas emissions and expanding resource conservation. FSU will demonstrate its commitment to climate action by reducing greenhouse gas emissions and optimizing energy consumption. FSU will improve resource stewardship by increasing water conservation, improving its landfill diversion rate and deploying resource conscious landscape practices*. The University strives to LEED certify all major projects, including this one, targeting a minimum USGBC LEED level of Silver.

In September 2017, the University conducted a joint Educational Plant Survey. This projects proposed space is the exact recommendations by the Survey Team. (Please refer to Recommendation FAMU-FSU College of Engineering 3.1 for the needs verification for this project). Changes in program, facility maintenance and utility costs which would occur as a result of completing this project cannot be reasonably determined at this time.

*<https://strategicplan.fsu.edu>

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:		\$	90,100,000
Value Basis/Source:		Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ -	\$	1,802,000
Funding Source:			
Comments:			Currently available E&G Funds

BUILDING SPACE DESCRIPTION (account for all building space below)

90

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
NEW CONSTRUCTION					
Classroom	6,900	1.5	10,350	300	3,105,000
Teaching Lab	5,300	1.65	8,745	435	3,804,075
Study	27,400	1.5	41,100	300	12,330,000
Research Lab	26,600	1.65	43,890	465	20,408,850
Office	21,100	1.5	31,650	300	9,495,000
Instructional Media	5,100	1.5	7,650	350	2,677,500
Auditorium/Exhibition	5,900	1.48	8,732	415	3,623,780
Campus Support Services	5,700	1.5	8,550	300	2,565,000
Subtotal NASF:	-	-	-	-	-
Other	2,000	1.6	3,200	300	960,000
Total:	106,000	-	163,867	-	58,969,205

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

						Remodeling Projects Only	
						BEFORE	AFTER
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
Subtotal NASF:	-	-	-	-	-	-	-
Other	15,000	1.4	21,000	347	7,291,575	-	-
Total:	15,000	-	21,000	-	7,291,575	-	-
Grand Total:	121,000	-	184,867	-	66,260,780	-	-

PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Basic Construction Costs							
Building Cost (from above)	-				58,969,205		58,969,205
Renovate Bldgs. A and B						7,291,575	7,291,575
Environmental Impacts/Mitigation	-						
Site Preparation	-				3,363,750		3,363,750
Landscape / Irrigation	-						
Plaza / Walks	-						
Roadway Improvements	-						
Parking : spaces	-						
Telecommunication	-				967,000		967,000
Electrical Service	-				250,000		250,000
Water Distribution	-				250,000		250,000
Sanitary Sewer System	-				250,000		250,000
Chilled Water System	-				250,000		250,000
Storm Water System	-				250,000		250,000
Energy Efficient Equipment	-	-	-	-			
Subtotal: Basic Const. Costs	-	-	-	-	64,549,955	7,291,575	71,841,530
Other Project Costs							
Land / existing facility acquisition	-				-	-	
Professional Fees					4,900,000	51,000	4,951,000
Building Commissioning							
Construction Manager					715,000		
Fire Marshall Fees							
Inspection Services					700,000	326,000	1,026,000
Insurance Consultant					47,000		47,000
Surveys & Tests					57,000	123,000	180,000
Permit / Impact / Environmental Fees						140,000	140,000
Artwork						100,000	100,000
Telecommunications							
Infrastructure Assessment							
Moveable Furnishings & Equipment						6,000,000	6,000,000
Project Contingency					2,389,425	2,710,045	5,099,470
Subtotal: Other Project Costs	-	-	-	-	8,808,425	9,450,045	17,543,470
Total Project Cost:	-	-	-	-	73,358,380	16,741,620	90,100,000

PROJECT FUNDING									
Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost	
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal <i>Total Project Cost</i> above	
			Carry Forward			26-27	73,358,380		
			Donations/Gifts			27-28	16,741,620		
			Others		-				
					-				
		-			-		90,100,000	90,100,000	

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PRIORITY 9

***OLD DRS HIGH SCHOOL GYM/TRANSITIONAL
CLASSROOMS/OFFICES
DEMOLITION***

PECO Project Detail

University: Florida A&M University
Project Name: Old DRS High School Gym/ Transitional Classrooms/ Offices Demolition
Project Address: Tallahassee, Florida

Priority #: 9

PROJECT NARRATIVE

Constructed in 1956, old DRS Office Building (Bldg. 61) at Florida A & M University is part of a six-building complex known as the Deve Research School. This small, single-story masonry structure currently contains office and meeting space, as well as two unisex restrooms that comprise 1,400 gross square feet. Constructed in 1956, One of the Transitional Classrooms (Bldg. 63) is a single-story masonry structure currently contains offices on the east and west sides of building, as well as one large central classroom and a small unisex restroom that comprise 2,953 gross square feet. Transitional Classrooms (Bldg 64) in the Deve Research School (DRS) is the largest structure in this six-building complex. Built in 1956, this two-story, steel and masonry structure primarily houses active and abandoned laboratory space, plus associated support space and classrooms. This laboratory facility is reported to comprise 14,560 gross square feet. The Old DRS Gym (Bldg. 72) was constructed in 1968 and is roughly 17,423 square foot. The entire complex of buildings are in need of a major retrofit of HVAC systems which contains self-contained/package type units, including stand-up units, rooftop units, window units, etc; both air conditioners and heat pumps. All buildings calls for a major refurbishments (>40% of total) to interior ceiling systems, including grid system replacements, structural framing, new suspended systems, paint, plastering, etc. Localized repairs are needed to the aging masonry facades of this 1956 structure, including repairs to defective caulking and cracked brickwork. The aging ballasted and unballasted built-up roofing systems needs replacing. The non-energy efficient, single-pane windows needs to be replaced with new thermal-pane glazing that will lower energy consumption. In addition, the aging exterior personnel doors, including some badly deteriorated doors, should be replaced with modern, energy-efficient applications that conform to current ADA standards for pull pressures (or have power assisted door operation).

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:	\$ -	\$ -	
Value Basis/Source:		Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ -	\$ -	
Funding Source:			
Comments:			

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Unit Cost * (per GSF)	Building Cost
		Conversion Factor	Gross Sq. Ft. (GSF)		
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

						Remodeling Projects Only	
						BEFORE	AFTER
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	-		-		-	-	-
Grand Total:	-		-		-		

PROJECT COMPONENT COSTS & PROJECTIONS

Costs Incurred	Projected Costs
----------------	-----------------

	to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Basic Construction Costs							94
Building Cost (from above)	-	\$1,560,000				-	1,560,000
Environmental Impacts/Mitigation	-	\$455,000				-	455,000
Site Preparation	-	\$390,000				-	390,000
Landscape / Irrigation	-	\$390,000				-	390,000
Plaza / Walks	-					-	
Roadway Improvements	-	\$130,000				-	130,000
Parking : spaces	-	\$390,000				-	390,000
Telecommunication	-					-	
Electrical Service	-	\$97,500				-	97,500
Water Distribution	-	\$130,000				-	130,000
Sanitary Sewer System	-	\$195,000				-	195,000
Chilled Water System	-					-	
Storm Water System	-	\$195,000				-	195,000
Energy Efficient Equipment	-	-	-	-	-	-	
Subtotal: Basic Const. Costs	-	3,932,500	-	-	-	-	3,932,500
Other Project Costs							
Land / existing facility acquisition	-	-	-	-	-	-	
Professional Fees		\$329,936				-	329,936
Fire Marshall Fees		\$39,000				-	39,000
Inspection Services						-	
Insurance Consultant						-	
Surveys & Tests		\$19,500				-	19,500
Permit / Impact / Environmental Fees		\$28,113				-	28,113
Artwork						-	
Moveable Furnishings & Equipment						-	
Project Contingency		\$299,000				-	299,000
Subtotal: Other Project Costs	-	715,549	-	-	-	-	715,549
Total Project Cost:	-	4,648,049	-	-	-	-	4,648,049

PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
			Carry Forward			23-24	4,648,049	Should equal Total Project Cost above
			Donations/Gifts					
			Others		-			
					-			
		-			-		4,648,049	4,648,049

PRIORITY 10***LAND ACQUISTION***

PECO Project Detail

University: Florida A&M University
Project Name: Land Acquisition
Project Address: Tallahassee, Florida

Priority #: 10

PROJECT NARRATIVE

For the last several years the University's Leadership Team in conjunction with campus facility planners and construction project managers have utilized the Campus Master Plan to project the future land use needs for a growing University. The University requires academic land use, additional parking areas, recreational and open space needs which necessitate additional property for the campus to sufficiently grow. While the Master Plan has mainly looked at property to the west of the University for years, some other insights have been proposed which require acquiring property to the east and south of the University which could be some developed into a more comprehensive, planned unit expansion. To move forward with this expansion, the following is proposed: 1.Acquire property to the east of the University to expand the University's science and academic corridor, particularly in anticipation of a growth in enrollment so that these students can be accommodated in state-of-the-art facilities. 2.Continue with the University's goal to acquire property west of the University for recreational and intercollegiate athletic facilities to allow the University to maintain adequate level-of-service standards for its present and future enrollment. Land acquisition to the west would also assist the University in determining whether there should be a stadium renovation or rebuild 3.Acquisition of land to the south would support additional student services and needs across campus, such as eatery and retail needs.

RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:	\$ -		\$ -
Value Basis/Source:		Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:	\$ -		\$ -
Funding Source:			
Comments:			

BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Unit Cost * (per GSF)	Building Cost
		Conversion Factor	Gross Sq. Ft. (GSF)		
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

* Apply Unit Cost to total GSF based on Space Type

REMODELING / RENOVATION

					Remodeling Projects Only	
					BEFORE	AFTER
	-		-	-	-	-
	-		-	-	-	-
	-		-	-	-	-
	-		-	-	-	-
	-		-	-	-	-
	-		-	-	-	-
	-		-	-	-	-
	-		-	-	-	-
	-		-	-	-	-
Subtotal NASF:	-		-	-	-	-
Other	-		-	-	-	-
Total:	-		-	-	-	-
Grand Total:	-		-	-	-	-

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PROJECT FUNDING									
Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost	
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal <i>Total Project Cost</i> above	
			Carry Forward			23-24	7,592,000		
			Donations/Gifts			25-26	8,469,500		
			Others			26-27	5,869,500		
					-	27-28	5,869,500		
		-			-		27,800,500	27,800,500	

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



Action Item:
Property Write-Offs

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: XI

Subject: Property Write-Offs

Proposed Board Action:

Pursuant to Florida Statute Chapter 273 and the FAMU Board of Trustees Policy 2008-03, approval is requested to write off the following tangible personal property. Tangible personal property is defined as all personal property other than real estate acquired and belonging to the State of Florida. These items have been documented as missing for at least two inventory cycles (FYs 2019/20 & 2020/21) and approved by the University's Property Survey Surplus Board. This includes property reported as stolen through a recognized police incident report. The proposed write-off amount will be effective June 30, 2022, and will reflect seven missing items valued at an acquisition cost of \$59,492.66.

Item

7 assets	Acquisition Cost = \$59,492.66	Net Book Value = \$0.00
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Recommendation: Approval of the tangible personal property write-offs.

Attachments: Yes

1. Two-Year Write-Offs Memo and List
2. Certification of State Surplus Property



Excellence With Caring

100

Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

OFFICE OF THE CONTROLLER
FINANCE AND ADMINISTRATION
201 FHAC

TELEPHONE: (850) 561-2273
FAX: (850) 561-2461

To: Dr. Larry Robinson, University President

Thru: W. Rebecca Brown, Interim CFO & VP, Finance and Administration

From: Tonya Jackson University Controller & AVP 

RE: **Request Approval for Write-off of Missing or Stolen Property**

Date: June 1, 2022

Please see attached listing of assets that have been reported missing for two consecutive inventory cycles. These assets are eligible to be written off in accordance with Florida State Statute Chapter 273 and FAMU Board of Trustees Policy 2008-03. These assets are submitted as informational items only by the University President to the FAMU Board of Trustees. The Two-Year Write-off amount is as follows:

#Items

7

Acquisition Cost = \$59,492.66

Net Book Value = \$0.00

Upon your approval, we will adjust the University's property records effective as of June 30, 2022.

Approved: _____
CFO

Date

Approved: _____
University President

Date

Attachment

Cc: Jahan Momen, Associate Controller
Lavern Washington, Assistant Controller



Florida Agricultural and Mechanical University

Tallahassee, Florida 32307-6400

*Excellence With
Caring*

OFFICE OF PROPERTY RECORDS

2380 Wahnish Way, Tallahassee, FL 32307
POM Building B, Room 200

EMAIL: propertyrecords@fam.u.edu
TELEPHONE: (850) 599-3678
FAX: (850) 561-2607

May 2, 2022

TO: Mrs. Tonya Jackson
Associate Controller

FROM: Mr. Lavern A. Washington *LAW*
University Assistant Controller

RE: **TWO-YEAR WRITE-OFFS: FISCAL YEAR 2019/2020**

Please see attached a listing of assets that have been reported missing for two consecutive inventory cycles. These assets are eligible to be written off in accordance with Florida State Statute Chapter 273 and FAMU Board of Trustees Policy 2008-03. These assets are submitted as information items only by the University President to the FAMU Board of Trustees:

- Number of Items: 7
- Acquisition Cost: \$ 59,492.66
- Net Book Value: \$ 0.00

If you have any questions, comments, or concerns, please feel free to contact me.

XC:



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CERTIFICATION OF STATE SURPLUS PROPERTY

TO: PROPERTY SURPLUS/SURVEY BOARD
FLORIDA A&M UNIVERSITY
TALLAHASSEE, FLORIDA 32307

FROM: LAVERN A. WASHINGTON
ASSISTANT CONTROLLER
FLORIDA A&M UNIVERSITY
TALLAHASSEE, FLORIDA 32307

DATE:
PAGE: 1 OF 3
CERT: 2022-03

ITEM NO	INVEN. CONTROL NUMBER	QTY	DESCRIPTION	AGE (YRS)	C O N D	PURCHASE PRICE	VALUE	REMARKS
****	*****	*****	SEE ATTACHMENT(S)	*****	****	*****	*****	*****
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

CONDITION OF PROPERTY CODE: E-EXCELLENT; G-GOOD; F-FAIR; P-POOR; S-SCRAP

I HEREBY CERTIFY THIS PROPERTY AS SURPLUS IN ACCORDANCE WITH CHAPTER 273 OF FLORIDA STATUTES.

CUSTODIAN'S SIGNATURE

* BY TAG NUMBER
 * FY 2019/2020 TWO-YEAR WRITE-OFF
 * WITHOUT DISPOSED ASSETS, WIT AGE ANALYSIS, RB

FAMU OFFICE OF PROPERTY RECORDS
 FY 2019/2020 TWO-YEAR WRITE-OFFS

No	Asset ID	Tag Number	Description	Dept	Department	PO No.	Cost	Acq Date	AGE (YRS)	NBV	Document Number	Accountable Officer	Disposition	Status
1	000000037426	493000122173	KIT, SURVEYING PHANTOM THERMAL	100170	COLLEGE OF AGRICULTURE AND FOOD SCIENCES	0000165470	\$5,287.70	2/27/2018	3.9	\$0.00	R/S 04/20	KATHERINE MILLA	MISSING	IN SERVICE
2	000000034797	493000119846	SWITCH, CATALYST 4500 X	020100	INFROMATION TECHNOLOGY	0000138059	\$17,858.80	6/22/2015	6.6	\$0.00	R/S 08/20	RONALD HENRY	MISSING	IN SERVICE
3	000000004760	493000101316	SPECTROMETER NMR	060100	ACADEMIC AFFAIRS	E50961	\$11,714.50	9/30/2002	19.3	\$0.00	R/S 10/20	BARBARA BRICKER	MISSING	IN SERVICE
4	000000034822	493000119894	SWITCH, DELL POWEREDGE	150350	COLLEGE OF PHARAMCY AND PHARMACEUTICAL SCIENCES	0000138163	\$6,744.00	6/22/2015	6.6	\$0.00	R/S 12/20	JASON MOBLEY	MISSING	IN SERVICE
5	000000006771	493000096795	ELECTROPHORESISEQUIPMENT	100390	COLLEGE OF AGRICULTURE AND FOOD SCIENCES	E20324	\$5,053.55	11/1/1999	22.2	\$0.00	R/S 15/20	OGHENEKOME ONOKPISE	MISSING	IN SERVICE
6	000000027206	493000113202	Switch,Catalyst 3560-Presido	441200	HOUSING	0000069835	\$7,752.19	9/16/2009	12.3	\$0.00	R/S 16/20	JENNIFER WILDER	MISSING	IN SERVICE
7	000000034505	493000119444	SWITCH, CISCO 2960 X	068000	ENROLLMENT MANAGEMENT ; ACADEMCI AFFAIRS	0000135830	\$5,081.92	4/14/2015	6.8	\$0.00	R/S 17/20	WAYNE DUNWOODY	MISSING	IN SERVICE

Total: \$59,492.66



CERTIFICATION OF STATE SURPLUS PROPERTY

DATE:
PAGE: 3 OF 3
CERT: 2022-03SURPLUS/SURVEY PROPERTY
CERTIFICATION/SURVEY NO: CERT 2022-03DATE: May 2, 2022

1. () Transfer to another State Agency or Political Subdivision
2. () Public Sale:
3. () Transfer of Grant Property Records
4. () Cannibalize
5. () Abandon/Scrap/Recycle:
6. () Trade-In
7. (X) Other: FY 2019/2022 TWO-YEAR WRITE-OFFS

RECOMMENDED DISPOSITION INDICATED ABOVE

APPROVED

DISAPPROVED*

SIGNATURE

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APPROVED

DISAPPROVED*

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Vice President for Research

Date

Vice President for Admin.

Date



3

CERTIFICATION OF STATE SURPLUS PROPERTY

105

DATE:
PAGE: 3 OF 3
CERT: 2022-03

***STATE REASON(S) ON REVERSE SIDE**

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



Action Item:
Banking Resolution

FLORIDA UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: XII

Subject: Banking Resolution

The resolution designates the University President, its newly appointed Chief Financial Officer, and its Assistant Vice President and Controller as authorized signatories on checks issued to pay the just obligations of the University.

Rationale:

Section 1011.42(7), Florida Statutes and University Regulation 1.021 require the Board of Trustees to designate on its records the legal names and position titles of any employees authorized to sign checks to pay the legal obligations of the University. It is in the best interest of the University that the University President, its Chief Financial Officer, and its Assistant Vice President and Controller be authorized signatories on checks issued to pay the just obligations of the University and that such checks be signed by the University President and at least one other of the authorized signatories.

Proposed Board Action:

Resolve that the University President, Dr. Larry Robinson; its Chief Financial Officer, Dr. Gloria Walker and its Assistant Vice President and Controller, Tonya Jackson be authorized signatories on checks issued to pay the just obligations of the University and that such checks be signed by the University President and at least one other of the authorized signatories.

Recommendation: Approval of the Banking Resolution.

Attachments: Yes

1. Resolution

RESOLUTION NO. 01-22

A RESOLUTION OF THE BOARD OF TRUSTEES OF FLORIDA A&M UNIVERSITY (THE “UNIVERSITY”) DESIGNATING BY NAME AND TITLE THE UNIVERSITY PRESIDENT, THE CHIEF FINANCIAL OFFICER AND/OR THE ASSISTANT VICE PRESIDENT/CONTROLLER AS PERSONS HAVING AUTHORITY TO SIGN CHECKS TO PAY LEGAL OBLIGATIONS OF THE UNIVERSITY (“AUTHORIZED SIGNATORIES”) AND TO OPEN ANY ACCOUNTS AS NECESSARY TO HOUSE AND MANAGE FUNDS OF THE UNIVERSITY; REQUIRING THAT ALL CHECKS ISSUED BY THE UNIVERSITY BE SIGNED BY THE UNIVERSITY PRESIDENT AND AT LEAST ONE OF THE OTHER AUTHORIZED SIGNATORIES; AUTHORIZING THE USE OF MECHANICALLY GENERATED SIGNATURES OF SAID AUTHORIZED SIGNATORIES; RESCINDING ANY PRIOR AUTHORIZATIONS AND DESIGNATIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 1011.42(7), Florida Statutes and University Regulation 1.021 require the Board of Trustees to designate in its records the legal names and position titles of any employees authorized to sign checks to pay the legal obligations of the University; and

WHEREAS, it is in the best interest of the University to provide for the names of the University President, the Chief Financial Officer and the Assistant Vice President/Controller (“Authorized Signatories”) to sign checks to pay legal obligations of the University and to open accounts as necessary to house and manage funds of the University; and

WHEREAS, it is in the best interest of the University that all checks issued by the University be signed by the University President and at least one of the other Authorized Signatories; and

WHEREAS, it is in the best interest of the University that mechanically generated signatures of the Authorized Signatories be authorized for the use on any checks issued by the University.

NOW THEREFORE, BE IT DULY RESOLVED BY THE FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES that:

SECTION 1: The Board of Trustees hereby approves and designates the following persons to sign checks to pay legal obligations of the University and to open any accounts necessary to house and manage funds of the University:

- A. President – Dr. Larry Robinson
- B. Chief Financial Officer – Dr. Gloria Walker

C. Associate Vice President/Controller – Tonya Jackson

(the “Authorized Signatories”).

SECTION 2: All checks issued by the University are required to be signed by the University President and at least one of the other Authorized Signatories.

SECTION 3: Any check issued by the University may bear the mechanically generated signature(s) of any two Authorized Signatories.

SECTION 4: Any authorizations or designations provided to persons prior to the effective date of this resolution are rescinded.

SECTION 5: For all accounts opened to house and manage funds of the University, the University President shall provide a report to the Board of Trustees at its regularly scheduled meeting after the opening of any such accounts.

SECTION 6: The Corporate Secretary shall insure that a copy of this resolution and minutes of the Board of Trustees are provided to any financial institution serving as a depository of University funds.

SECTION 7: This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 2022.

**FLORIDA AGRICULTURAL AND
MECHANICAL UNIVERSITY
BOARD OF TRUSTEES**

ATTEST:

Kelvin Lawson, Chair

Corporate Secretary

Approved as to form and legal sufficiency:

Denise Wallace, General Counsel

June ____, 2022

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



Information Item:

**Vice President for Finance and Administration's
Report**

FLORIDA UNIVERSITY
Board of Trustees
INFORMATION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: XIII

Subject: Vice President for Finance and Administration's Report

Background Information and Summary:

Mrs. Rebecca Brown, Interim Vice President for Finance and Administration / CFO will provide information on the following items:

- a. Division of Finance & Administration – Department Spotlight
- b. Financial Status Report / Quarterly Budget Review
- c. Report on MWBE
- d. Master Plan Update (including Housing Comprehensive Study)
- e. Compensation Study Update

Attachments: Yes, for each item listed documents are provided.

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



Information Item:

**Vice President for Finance and Administration's
Report**

- a) Division of Finance & Administration – Department Spotlight

Division of Finance and Administration

Department Spotlight

F&A Department Name:	Office of Procurement Services
Campus Office Location:	POM Building B, 2380 Wahnish Way, Suite 214
Number of Employees:	FAMU – 11
General Responsibilities / Areas of Oversight:	Facilitate the acquisition of goods and services to meet the needs of university faculty, student and staff. In doing so, our focus is on the most convenient and economical way possible.
Featured Project / Activity:	Procurement Operational Overview

Featured Project / Activity Summary:

Great things are happening in the Office of Procurement Services.

1. Efficiencies – Reduction of time to process requisition to 48 hours or less.
2. Leveraging Technology – Routing and executing contracts electronically within our contract repository platform.
3. Increased MWBE Participation - In collaboration with FAMU Small Business Development Center and the Office of Economic Vitality, focus, diligence and engagement has resulted in the increase of MWBE participation. There has been workshops, outreach, and trainings provided to small minority businesses to assist with bonding, financial advisement, planning and other resources.
4. P-Card Program – Provides a cost-effective method for purchasing small dollar amount for goods and services. The university has faced challenges with compliance over the years. The compliance team works diligently, in preparation of the next scheduled audit, to make sure the results would be different. In 2021, their work paid off with FAMU receiving its first clean audit for PCard in university history. Thus, demonstrating a “Culture of Compliance”.
5. Central Receiving – Special Delivery

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



Information Item:
**Vice President for Finance and Administration's
Report**

- b) Financial Status Report / Quarterly Budget Review

FLORIDA A&M UNIVERSITY
Financial Status FY21-22 Quarter 3

FLORIDA A&M UNIVERSITY
Financial Status FY20-21 Quarter 3 115

Fund Name		Approved Budget	Encumbrances and Expenditures PeopleSoft as of 03/31/22	Budget Status (Over) Under	Percent of Budget Expended %		FY2020-21 Approved Budget	Expenditures and Encumbrances PeopleSoft as of 03/31/21	Budget Status (Over) Under	Percent of Budget Expended %
		-1-	-2-	-3-	-4-		-1-	-2-	-3-	-4-
Education and General							Education and General			
101	General Revenue	\$ 96,905,897	\$ 115,158,608	\$ (18,252,711)			\$ 101,442,146	\$ 111,043,479	\$ (9,601,333)	
102	Tuition and Student Fees	67,801,614	47,578,348	\$ 20,223,266			67,801,614	48,524,934	\$ 19,276,680	
104	Educational Enhancement (Lottery)	26,908,721	-	\$ 26,908,721			22,663,971	-	\$ 22,663,971	
Total Educational and General		\$ 191,616,232	\$ 162,736,956	\$ 28,879,276	85%		\$ 191,907,731	\$ 159,568,413	\$ 32,339,318	83%
Auxiliary Enterprises							Auxiliary Enterprises			
110	Housing Trust Fund	21,042,350	12,740,012	\$ 8,302,338			15,575,659	10,891,889	\$ 4,683,770	
116	Auxiliary Trust Fund	27,769,758	14,256,927	\$ 13,512,831			26,395,694	16,407,735	\$ 9,987,959	
601	Housing R&R Fund	-	-	\$ -			1,190,469	1,189,123	\$ 1,346	
603	Auxiliary R&R Fund	3,233,187	1,934,806	\$ 1,298,381			3,671,349	1,853,028	\$ 1,818,321	
701	Housing Debt Service	-	-	\$ -			381,000	369,872	\$ 11,128	
Total Auxiliary Enterprises		\$ 52,045,295	\$ 28,931,745	\$ 23,113,550	56%		\$ 47,214,171	\$ 30,711,647	\$ 16,502,524	65%
Total Intercollegiate Athletics		\$ 10,500,808	\$ 10,274,193	\$ 226,615	98%		\$ 6,503,487	\$ 5,872,342	\$ 631,145	90%
Total Concessions		\$ 67,670	\$ 20,068	\$ 47,602	30%		\$ 71,790	\$ 19,043	\$ 52,747	27%
Total Technology Fee		\$ 1,200,000	\$ 242,412	\$ 957,588	20%		\$ 1,840,117	\$ 1,655,183	\$ 184,934	90%
Student Activities							Student Activities			
117	Late Registration Fee (480910)	122,500	75,660	\$ 46,840			\$ 53,566	\$ 33,512	\$ 20,054	
117	Orientation Fee (482000)	124,123	111,692	\$ 12,431			247,408	162,897	\$ 84,511	
117	Student Activities- Activities and Services Fee (43 Series)	2,815,163	2,293,843	\$ 521,320			3,136,559	2,087,930	\$ 1,048,629	
Total Student Activities		\$ 3,061,786	\$ 2,481,195	\$ 580,591	81%		\$ 3,437,533	\$ 2,284,339	\$ 1,153,194	66%
Student Financial Aid							Student Financial Aid			
117	Late Payment Fee Controller (480920)	301,848	185,872	\$ 115,976			\$ 349,387	220,650	\$ 128,737	
117	Administrative Expense Fin. Aid (481210)	187,960	87,065	\$ 100,895			161,317	115,062	\$ 46,255	
117	Administrative Controller (481220)	207,609	77,577	\$ 130,032			243,223	53,702	\$ 189,521	
201	Title IV Administrative Expense (410333)	119,382	117,683	\$ 1,699			115,382	116,363	\$ (981)	
201	College Work Experience Program (410405)	28,397	0	\$ 28,397			22,200	2,904	\$ 19,296	
201	Federal Work Study Program (410452)	779,038	171,726	\$ 607,312			825,000	324,482	\$ 500,518	
202	Scholarship Fund	42,000,000	33,145,144	\$ 8,854,856			33,636,548	33,307,097	\$ 329,451	
	Federal Perkins Loan Program (550100) and other Fund 301	400,000	(90,548)	\$ 490,548			130,000	57,452	\$ 72,548	
901	Other Tuition Assistance Grant (511700)	3,250,000	3,990,209	\$ (740,209)			2,641,472	2,904,860	\$ (263,388)	
Total Financial Aid		\$ 47,274,234	\$ 37,684,728	\$ 9,589,506	80%		\$ 38,124,529	\$ 37,102,572	\$ 1,021,957	97%
Contracts & Grants							Contracts & Grants			
118	FAMU DRS Trust Fund	5,380,990	4,999,597	\$ 381,393			\$ 5,215,030	\$ 4,352,501	\$ 862,529	
203	Sponsored Research Trust Fund (402210)	138,111,750	127,472,863	\$ 10,638,887			82,313,195	76,657,375	\$ 5,655,820	
Total Contracts and Grants		\$ 143,492,740	\$ 132,472,460	\$ 11,020,280	92%		\$ 87,528,225	\$ 81,009,876	\$ 6,518,349	93%
Grand Total		\$ 449,258,765	\$ 374,843,757	\$ 74,415,008	83%		\$ 376,627,583	\$ 318,223,415	\$ 58,404,168	84%

NOTES

- Salaries are encumbered for 12 months
- View of Expenditures across all categories related to FY21-22 Operating Budget

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



Information Item:

**Vice President for Finance and Administration's
Report**

- c) Report on MWBE

FAMU MWBE Report

Fiscal Year 2020-2021

FAMU MBE CERTIFIED MINORITY BUSINESS EXPENDITURE REPORT Fiscal Year 2020-2021

CLASSIFICATIONS		Total spend	Percentage of Spend
AFRICAN AMERICAN		\$ 3,322,229.25	7%
HISPANIC		\$ 43,011.62	1%
ASIAN-HAWAIIAN		\$ 20,221.72	<1% *
NATIVE AMERICAN		\$.00	0
AMERICAN WOMEN		\$ 1,532,610.49	3%
CERTIFIED MBE SUBTOTAL:		\$ 4,917,573.08	12% (CMBE/GTOTAL)
NON-MBE SUBTOTAL:		\$ 35,792,542.30	88% (NON-MBE/GTOTAL)
GRAND TOTAL:		\$ 40,710,115.38	
			*combined = .004112134

FAMU Facilities Planning and Construction MWBE Project Report

Minor Projects		
	Percentages	
Minor Projects Total		\$ 4,319,522.00
MWBE	19.7%	\$ 851,251.00
Non-MWBE	80.3%	\$ 3,468,271.00
	100.0%	
Major Projects (Bragg Stadium)		
	Percentages	
Major Projects Total*		\$ 8,000,000.00
Funds Spent to date (05/07/2022)		\$ 6,653,828.00
MWBE	11.7%	\$ 781,000.00
Non-MWBE	88.3%	\$ 5,872,838.00
	100.0%	

***Slight increase from 10.3 to 11.7%**

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



Information Item:

**Vice President for Finance and Administration's
Report**

d) Master Plan Update (including Housing Comprehensive Study)

FAMU Campus Master Plan Update 2020-2030

- Stakeholder Engagement (Extended Input Period for Additional BOT Responses *May 2022*):
 - Finalized assessment of the stakeholder input summary document
 - Developed a draft facilities program for the master plan
 - Presented input findings to SLT for input
 - Preparing to issue survey to SLT to validate the program
 - Following completion of a survey attend design workshop with SLT to continue development of Preliminary Master Plan
- Development of Draft Master Plan (*June-July 2022*)
 - Report back to BOT following completion of plan
- Transmit to state / local agencies for review and comment (*July/August –November/December 2022*)
 - Statute provides 90 days for review
 - Hold one informational meeting, noticed to the public (*December 2022*)
- Following state / agency review:
 - Two public hearings, notice to the public (*December 2022/January 2023 and TBD*)
- Following meeting and hearings initiate negotiation of the Campus Development Agreement (*TBD*)

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



Information Item:
**Vice President for Finance and Administration's
Report**

e) Compensation Study Update

Information Item:

- **HelioCampus Benchmarking** project on target to have 3 years of benchmarkable data by late August.
- **HelioCampus Academic Performance Management** project is concluding the bulk of the implementation (validation and analysis process) work. Next step – Prepare the final read out to FAMU stakeholders by the end of May.
- **Compensation Study contract** agreement to be signed by the President on or before June 30, 2022, and executed on July 1, 2022. Upon execution of the agreement, the project will begin with Phase 1 (Initiation/Discovery and Compensation Philosophy). The University intends to leverage the piggyback process and reference a contract shared by one of the Universities in the State University System of Florida.

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



Information Item:
Stimulus Funding Expenditure Report to Date

FLORIDA **A&M** UNIVERSITY
Board of Trustees
INFORMATION ITEM

Budget, Finance and Facilities Committee

Wednesday, June 1, 2022

Agenda Item: XIV

Subject: Stimulus Funding Expenditure Report to Date

Florida A&M University was awarded a total of \$195,000,000 under stimulus funding awarded by the Department of Education under the following award notices:

Award Number	Area	Award Amount
▪ P425J200003	HBCU/HBGI	\$125,000,252.00
▪ P425F200295	Institutional	\$ 39,118,076.00
▪ P425E200135	Student Aid	\$ 31,323,840.00
	Grant Total	\$195,448,168.00

Funds allocated under Coronavirus Aid, Relief, and Economic Security Act (CARES), Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA), and American Rescue Plan (ARP) were allocated to FAMU to address COVID-19. Congress passed this bill that allotted \$2.2 trillion to provide fast and direct economic aid to the American people negatively impacted by the COVID-19 pandemic. Of the monies allocated, \$14 billion was given to the Office of Postsecondary Education as the Higher Education Emergency Relief Fund, or HEERF. Of the funds allocated, Florida A&M is currently receiving a total of \$195,448,168 in CARES/CRRSAA/ARP funding.

Areas of Funding and Potential Areas of Funding

Student Support

Student Counseling Services
 Student Conduct and Conflict Resolution
 Student Disability

Academic Instruction & Support Services

Classroom Upgrades/Instructional Technology/Lab Modernization
 Faculty Training
 Short-term Staffing to Support Student Learning Assessment, and Instruction
 Technology, Software and Equipment for Academic Instruction
 Academic and Student Success Support Services
 Textbook Initiative

Technology Enhancements

Short-term Staff/Consultants
 Electrical Infrastructure
 Monitoring Center
 Campus-Wide Computing Upgrades

FLORIDA UNIVERSITY
Board of Trustees
INFORMATION ITEM

Operational Costs

PPE & Sanitation Equipment
Contracted Services
Build Automation/Classroom Seating
Mobile Work Management
COVID19 Screening, Testing, Monitoring and Managing Framework
Facilities Enhancements/Utilities for Testing Site
PPE Advancement Software Support
PPE Advancement - Temp Salary
PPE Advancement - Temp Operations
Other Activities Related to COVID-19
Indirect Cost
Purchase of Real Property

The attached spreadsheet summarizes expenditures, encumbrances, and pre-encumbrances of dollars received.

Attachments: Yes

1: Stimulus Funding Expenditure Report to Date

NOTE: The attached spreadsheet summary details the expenditures for the three stimulus awards (HBCU/HBGI; Intuition; and Student Aid) received by Florida A&M University.

Stimulus Funding Expenditure Report to Date

<u>PR/Award No</u>	<u>Recipient Reference</u>	<u>Authorized</u>	<u>Available Balance</u>	<u>Completed Payments</u>	<u>Pending Payments</u>	<u>Net Draws</u>	<u>Status</u>	<u>Last Date to Draw Funds</u>
P425J200003	HBCU/HBGI CARES ACT	\$125,006,252.00	\$42,274,210.12	(\$82,732,041.88)	\$0.00	(\$82,732,041.88)	Open	10/30/2023
P425F200295	CARESAct2- Inst	\$39,118,076.00	\$19,123,964.90	(\$26,512,590.10)	\$0.00	(\$19,994,111.10)	Open	10/30/2023
P425E200135	CARESAct-Student Aid	\$31,323,840.00	\$6,817,589.57	(\$24,506,250.43)	\$0.00	(\$24,506,250.43)	Open	10/30/2023
		\$195,448,168.00	\$68,215,764.59	(\$133,750,882.41)		(\$127,232,403.41)		
		Total Funding	Percentage Breakdown					
	Encumbered/Pre-Encumbered	\$ 46,251,999.59	24%					
	Unallocated	\$ 21,963,765.00	11%					
	Spent	\$ 127,232,403.41	65%					
		\$ 195,448,168.00	100%					

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



Supplemental Document

- List of Contracts > \$100,000

Contracts over \$100,000 for February 2022 – April 2022

1. Contractor: Barnes & Noble (Piggyback)

Contract #: C-0367-22

Contract Start Date: February 1, 2022

Contract Expiration Date: June 30, 2025

Contract Amount: This amount will not exceed \$720,714.00 over the term of the contract.

This contractor will provide Bookstore Services for FAMU, in accordance with the referenced contract.

Funding: Business and Auxiliary Services, Ms. Chasity Brown

2. Contractor: Bonded Lighting Protection Systems, Inc. (Piggyback)

Contract #: C-0453-22

Contract Start Date: April 4, 2022

Contract Expiration Date: August 23, 2022

Contract Amount: This amount will not exceed \$100,000.00 over the term of the contract.

This contractor will provide lighting protection and repair Services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. David Rosenfeld

3. Contractor: B&T Fencing, Inc. (Piggyback)

Contract #: C-0426-22

Contract Start Date: March 18, 2022

Contract Expiration Date: May 31, 2022

Contract Amount: This amount will not exceed \$100,000.00 over the term of the contract.

This contractor will provide fencing products and services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. David Rosenfeld

4. Contractor: COVID LLC Testing College of Law

Contract #: C-0298-22

Contract Start Date: February 1, 2022

Contract Expiration Date: December 31, 2022

Contract Amount: This amount will not exceed \$120,000.00 over the term of the contract.

This contractor will provide COVID testing services for FAMU College of Law, in accordance with the referenced contract.

Funding: College of Law, Mr. Reginald Green

5. Contractor: Dowdy Plumbing Corporation (Piggyback)

Contract #: C-0210-22

Contract Start Date: February 2, 2022

Contract Expiration Date: July 11, 2022

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide water resources and engineering construction services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. David Rosenfeld

6. Contractor: Driven Brands Holding (Piggyback)

Contract #: C-0264-22

Contract Start Date: March 31, 2022

Contract Expiration Date: June 30, 2024

Contract Amount: This amount will not exceed \$250,000.00 over the term of the contract.

This contractor will provide oil change services for FAMU fleet vehicle in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

7. Contractor: Engineered Cooling Services Inc. (Piggyback)

Contract #: C-0331-22

Contract Start Date: February 2, 2021

Contract Expiration Date: June 30, 2024

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide HVAC preventative maintenance repair services to FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

8. Contractor: Keith Lawson Company, Inc. (Piggyback)

Contract #: C-0472-22

Contract Start Date: April 4, 2022

Contract Expiration June 30, 2022

Contract Amount: This amount will not exceed \$250,000.00 over the term of the contract.

This contractor will provide HVAC preventative maintenance repair services to FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

9. Contractor: Leeder Furniture, LLC. (Piggyback)

Contract #: C-0428-22

Contract Start Date: March 14, 2022

Contract Expiration Date: December 1, 2023

Contract Amount: This amount will not exceed \$281,361.00 over the term of the contract.

This contractor will provide furniture to FAMU housing department, in accordance with the referenced contract.

Funding: Housing, Ms. Jennifer Wilder

10. Contractor: Microsoft Corporation Inc. (Piggyback)

Contract #: C-0473-22

Contract Start Date: April 14, 2022

Contract Expiration September 30, 2023

Contract Amount: This amount will not exceed \$832,000.00 over the term of the contract.

This contractor will provide FAMU with software, user accounts, system maintenance, and ongoing training, in accordance with the referenced contract.

Funding: ITS, Mr. Robert Seniors

11. Contractor: Software, Inc. (Piggyback)

Contract #: C-0468-22

Contract Start Date: April 14, 2022

Contract Expiration April 21, 2026

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide public safety, preparedness, safety equipment, solutions and services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

12. Contractor: Step One Automotive Group

Contract #: C-0439-22

Contract Start Date: March 23, 2022

Contract Expiration November 16, 2022

Contract Amount: This amount will not exceed \$120,000 over the term of the contract.

This contractor will provide FAMU's Housing with Ford Pickup trucks, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Laurette Scott

13. Contractor: W.W. Grainger, Inc. (Piggyback)

Contract #: C-0427-22

Contract Start Date: March 18, 2022

Contract Expiration January 1, 2025

Contract Amount: This amount will not exceed \$500,000 over the term of the contract.

This contractor will provide maintenance, operations (MRO) supplies and repair Services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. David Rosenfeld