

FLORIDA **A&M** UNIVERSITY

BOARD OF TRUSTEES MEETING

Thursday, October 21, 2021

3:00 p.m.

or upon the adjournment of the previous meeting

AGENDA

- | | | |
|------|---|------------------------------------|
| I. | Call to Order | Chair Lawson |
| II. | Roll Call | Attorney Barge-Miles |
| III. | Public Comments | Chair Lawson |
| IV. | Donation-Based Naming | VP Friday Stroud |
| V. | Contract re: Medical Marijuana Education and Research Initiative | VP Weatherford
Dr. Green-Powell |
| VI. | Lease Agreement re: College of Pharmacy and Pharmaceutical Sciences, Institute of Public Health | Attorney Self |
| VII. | Adjournment | Chair Lawson |

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

Board of Trustees Meeting
Thursday, October 21, 2021

Subject: **Consideration of the Approval of Donation-Based Naming**
A. John S. and James L. Knight Foundation Plaza

Proposed Board Action: Dr. Shawnta Friday-Stroud will present the request for consideration of approval of the Naming of the John S. and James L. Knight Foundation Plaza on the "Set" upon receipt of the gift.

This Donation-Based Naming request is submitted for approval in accordance with FAMU Board of Trustees Policy No. 2008-05, Naming Opportunities:

The naming of any Facility or Program requires the recommendation of the President of the University and the approval of the Board of Trustees as a noticed, non-consent agenda item at a meeting of the Board of Trustees.

Gift related naming of a Facility or Program requires a donation to the University or the Florida A&M University Foundation, Inc. (the "Foundation") which makes a significant contribution to the cost of building the Facility or implementing the Program housed in the facility approved by the Board of Trustees.

The Advisory Committee unanimously recommended to President Larry Robinson to name the John S. and James L. Knight Foundation Plaza.

The John S. and James L. Knight Foundation is donating \$1.5M with \$1M received to name John S. and James L. Knight Foundation Plaza on the "Set."

Attachment: No

Donation-Based Naming

Summary:

Consideration of Approval of the Naming of the John S. and James L. Knight Foundation Plaza on the “Set” upon receipt of the gift

Rationale:

The John S. and James L. Knight Foundation is donating \$1.5M with \$1M received to name John S. and James L. Knight Foundation Plaza on the “Set.”

Recommendation:

Approve the Naming of the John S. and James L. Knight Foundation Plaza



**Board of Trustees
ACTION ITEM**

**Board of Trustees Meeting
Thursday, October 21, 2021
Agenda Item: V**

Subject: Contract re: Medical Marijuana Education and Research Initiative

Rationale: Section 381.986, Florida Statutes (F.S.), entrusted the Florida Agricultural and Mechanical University Division of Research with “educating minorities about marijuana for medical use and the impact of the unlawful use of marijuana on minority communities.”

In accordance with this Legislative mandate and Florida procurement laws, the Medical Marijuana Education and Research Initiative (MMERI) successfully completed a competitive solicitation via RFP NO. 0002-2022 through the FAMU Office of Procurement for *Media Advertising and Consulting Services for Statewide Education Campaign*.

The anticipated award requires pre-approval by the University Board of Trustees as it exceeds the \$1 million authorization of the President.

Proposed Board Action: During Fiscal Year 2021-2022, approve execution of the contract with iHeartMedia for \$3,406,864 to provide *Media Advertising and Consulting Services for Statewide Education Campaign*, pending review by the Office of General Counsel and Office of Procurement Services.

Attachments: No.

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

Thursday, October 21, 2021

Subject: College of Pharmacy and Pharmaceutical Sciences, Institute of Public Health
Lease Renewal Agreement

Proposed Board Action: Renewal of the Lease Agreement between Scarborough Land Development and the Florida A&M University Board of Trustees. The Lease Agreement is for property that houses the College of Pharmacy, located in Davie, Florida. The College initially leased the property November 1, 2009 and has renewed the Agreement five subsequent times. The College desires to renew the Agreement for a period with a term commencing November 1, 2021 and ending no later than October 31, 2024, with an option to terminate the Lease during the Term under Amendment 6/Renewal 6.

Attachments: Yes. Amendment 6 to the Lease Agreement.

#C-7409

Amendment 6/Renewal 6

FOR LEASE AGREEMENT

BETWEEN

SCARBOROUGH LAND DEVELOPMENT, INC.

(Hereinafter referred to as, "LESSOR")

AND

FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES

(Hereinafter referred to as, "LESSEE")

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into as of November 1, 2021 by and between Scarborough Land Development, Inc. as Lessor and Florida A&M University Board of Trustees as Lessee.

RECITALS

WHEREAS, UNIVERSITY issued Invitation to Bid (ITB) N.:7409, University Lease Agreement for Florida A&M University (FAMU) Pharmacy Department located in Davie, Broward County at 10650 West State Road 84, Davie, Florida 33324.

WHEREAS, UNIVERSITY and LESSOR entered into the Original Agreement executed by purchase order with a five (5) year term beginning November 1, 2009 and ending on October 31, 2014. The Original Agreement provided that The University and Scarborough Land Development, Inc. may renew this agreement for up to five (5) additional one-year periods if all terms and conditions of such renewal are agreed to by both parties (the "Agreement"); and

WHEREAS, LESSOR and UNIVERSITY amended the Original Agreement for an additional one (1) year period, starting November 1, 2014 and ending on October 31, 2015 under Amendment 1; and

WHEREAS, LESSOR and UNIVERSITY further amended the Original Agreement for an additional one (1) year period, starting November 1, 2015 and ending on October 31, 2016; reduced the rent to \$13,566.89 per month for the term of November 1, 2015 to October 31, 2016; removed the requirement to maintain a HVAC contract; and reduced the estimated monthly utility payments from \$900 per month to \$600 per month for 2016; and reduced the annual increase amount for rent from 4% to 2.5% over the prior year's rental rate under Amendment 2/Renewal 2; and

WHEREAS, LESSOR and UNIVERSITY further amended the Original Agreement for an additional one (1) year period, starting November 1, 2016 and ending on October 31, 2017; and provided for an option to terminate on no less than 60 days advance notice and that any further renewal to include an annual increase amount for rent at 2.5% of the prior year's rental rate; and

WHEREAS, LESSOR and UNIVERSITY further amended the Original Agreement for an additional one (1) year period, starting November 1, 2017 and ending on October 31, 2018;

WHEREAS, LESSOR and UNIVERSITY further amended the Original Agreement for an additional three (3) year period, starting November 1, 2018 and ending on October 31, 2021;

WHEREAS, LESSOR and UNIVERSITY hereby desire to renew the Agreement for a period with a term commencing November 1, 2021 and ending no later than October 31, 2024 (Term) and an option to terminate the Lease during the Term under Amendment 6/Renewal 6.

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

TERMS

A. GENERAL

1. The forgoing Recitals are true and correct and are incorporated by reference.
2. This Amendment is effective upon execution by both parties. All terms and conditions contained in the Original Agreement, and any Amendments thereto, shall remain unchanged and in full force and effect except for those terms and conditions affected by this Amendment.

B. The parties agree to amend the Agreement as follows.

1. Paragraph IV of the Lease is amended to renew the Lease for a 36 month term ending October 31, 2024 (Term). However, UNIVERSITY may terminate the Lease upon no less than sixty (60) days advance notice, to the Lessor, prior to the commencement of each calendar month during the Term.
2. Paragraph VII of the Lease is amended to reflect that the Rent for the first 12 months of the Term each month shall be \$15,733.42 for the period from November 1, 2021 to October 31, 2022 unless terminated in accordance with Paragraph IV of this Lease Agreement. The Rent for the 2nd 12 months of the Term each month shall be \$16,126.75 for the period from November 1, 2022 to October 31, 2023, unless terminated in accordance with Paragraph IV of this Lease Agreement. The Rent for the 3rd 12 months of the Term each month shall be \$16,529.92 for the period from November 1, 2020 to October 31, 2021, unless terminated in accordance with Paragraph IV of this Lease Agreement. In the event the University desires to renew the Lease for an additional term after October 31, 2024, the rent shall increase by 2.5% annually.

B. CONDITIONS

1. All terms and conditions set forth in the Original Agreement shall remain in full force and effect unless otherwise modified via executed amendment, renewal, or extension, and as set forth below.
2. UNIVERSITY shall instruct its students to park their vehicles at all times on the south, east and west side of the Building south of the Main Entrance, and to not park either on the North side of the building or the West side of the Building north of the Main Entrance, both of which are used for medical patients needing immediate access to physicians on that side of the Building.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement.

UNIVERSITY:

Florida A&M University Board of Trustees

LESSOR:

Scarborough Land Development, Inc.

By: _____

Dr. Larry Robinson-President

Date:

By: _____

Date:

By: _____

Date: _____

APPROVED AS TO FORM BUT LEGALITY SUBJECT TO EXECUTION BY ALL PARTIES.
OFFICE OF THE GENERAL COUNSEL

BY: _____