



FLORIDA STATE UNIVERSITY
 CENTER FOR ACADEMIC & PROFESSIONAL DEVELOPMENT

LETTER OF AGREEMENT

with

Florida Housing Finance Corporation

This Letter of Agreement between **Florida Housing Finance Corporation (FHFC)** and **Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of the Florida State University Center for Academic & Professional Development (FSU/CAPD)** outlines the services that FSU/CAPD will coordinate and provide in support of the following:

Program Name: **FHFC Board Meeting**
 Program Location: **Florida State Conference Center**
 Dates/Times: **Friday, February 2, 2024 from 8:30am-12:00pm**
 CAPD Program Coordinator: **Tashi Martin**
 Total Contract Amount: **\$2,195.00**

I. FSU/CAPD will provide:

- A. Contract Deliverables
 1. Event Services
- B. Use of Florida State Conference Center facility
 1. Room 208
- C. Audio-visual Services and Equipment:
 1. FSU/CAPD offers A/V on-site assistance and periodical monitoring of each program. If A/V assistance is required for the duration of a program, FSU/CAPD can provide this service at an additional charge or the program sponsor can provide personnel; training must be provided prior to the program start date for program sponsor's personnel.
 2. Standard A/V equipment included in room 208: video wall and smart lectern technology.
- D. Other Services and Equipment
 1. Conference Center signage package to include: location signs and room identifiers.
 2. Event Parking: Visitor parking for the event will be available on a first come, first serve basis on LEVELS 2-5 of the St. Augustine Parking Garage located adjacent to the Conference Center from 7:30am-5:00pm. The direct entrance to the Conference Center is located on the fourth floor of the parking garage. After the reserved time, any vehicles parking in the garage must have an FSU permit or may be subject to ticketing. It is the program sponsor's responsibility to advise their guests regarding parking.
 3. Additional rental or service charges are applicable for all services and equipment requested and not outlined in the attached estimated budget.

II. FHFC will provide:

- A. All food and beverage coordination associated with the program in compliance with FSU/CAPD catering policies and FSU Health & Safety Policies.
 1. FHFC is required to provide post event cleaning services and must leave the venue in the condition it was upon arrival or better. If FSU/CAPD is required to provide post event cleanup, fees will be assessed based on the auditable rate of \$61 per hour during normal business hours or \$92 per hour after normal business hours.
- B. A/V and set-up needs.
 1. Initial A/V and set-up requests at least three weeks prior to the program start date.
 2. Final A/V and set-up requests at least one week prior to the program start date. Requests after this date are subject to availability.
- C. All other management for the program.

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III. **Financial Arrangements:**

- A. FSU/CAPD will invoice FHFC for any program costs, as outlined in sections I and II of this agreement, upon completion of the deliverables. *See Attachment A for detailed program costs.*
- B. Final costs may differ from the agreement amount if the program is an open enrollment program and/or additional services are required. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- C. All additional charges for services or equipment will be attached as an agreement addendum no more than 10 days after program completion.
- D. FSU/AR Policy Section II., G., 3. states Accounts may be assessed interest charges. Interest charges may not exceed the amount authorized by Section 687.03, Florida Statute.

IV. **Space and Accessibility:** When FSU/CAPD schedules space mutually acceptable to all parties, it is subject to the following conditions:

- A. Specific space assignment must be appropriate to each function, the number of people in the function, and the program purpose.
- B. FSU/CAPD reserves the right to substitute space if necessary to accomplish the above objective. FHFC will be notified in advance of program relocation.
- C. FSU/CAPD is physically accessible to persons with disabilities. Program sponsors are responsible for making their program accessible to persons with disabilities. FSU/CAPD coordinators can assist in locating or providing accommodation at reasonable costs.

V. **Funding:** This contract is funded by auxiliary outside funding sources

VI. **Cancellation or Rescheduling:**

- A. If the program should be cancelled within ten days of the commencement of the scheduled program, FHFC will pay direct expenses that have been guaranteed and program coordinator services expended, which will be calculated using the standard hourly auditable rate, unless otherwise agreed upon in writing.
- B. Cancellations due Health Risk Assessment: If FSU, Leon County, State of Florida or Federal guidelines have changed regarding public meetings, FHFC must contact CAPD to cancel at least one week prior to cancel, postpone or alter event plans. FHFC will pay direct expenses that have been invoiced and paid by CAPD.

VII. **Client Materials and Equipment:** Arrangements for shipping and/or storing materials and equipment must be made in advance. FSU/CAPD has limited ability to receive and/or store materials in advance of the program. FSU/CAPD will not be responsible for equipment and/or materials left on the premises by FHFC.

VIII. **PAYMENT OF FEES**

A. **Promise to Pay:** FHFC understands that when receiving any services from Florida State University they accept full responsibility to pay all fees and associated costs assessed as a result of receipt of space and /or services. FHFC further understands and agrees that their acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Florida State University is providing for all assessed fees and other associated costs by the published or assigned due date, which is within 30 days of first invoice date.

B. **Collection Fees:**

1. Client understands and accepts that if they fail to pay any monies due and owing Florida State University by the scheduled due date, or fail to make acceptable payment arrangements to bring their account current, Florida State University may refer the delinquent account to a third party for collection. Additionally, Client is responsible for all costs and expenses, including reasonable attorney's fees, necessary for the collection of the delinquent account.

C. **Method of Billing:** FHFC understands that Florida State University uses electronic billing (e-bill) as its official billing method, and therefore FHFC contact is responsible for viewing and paying outstanding account e-bill by the scheduled due date. Failure to review the e-bill does not constitute a valid reason for not paying the bill on time.

D. Communication

1. Method of Communication: FHFC understands and agrees that Florida State University uses our contact billing e-mail address as an official method of communication and that therefore they are responsible for reading the e-mails received from Florida State University on a timely basis.
2. Contact: FHFC authorizes Florida State University and its agents and contractors to contact them at via current and any future cellular phone number(s), email address(es) or wireless device(s) regarding their delinquent account(s)/loan(s), any other debt owed to Florida State University. Client authorizes Florida State University and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their contact efforts. Furthermore, they understand that they may withdraw consent to call a cellular phone by submitting a request in writing to Auxiliary Services, 6300A University Center Tallahassee, FL 32306, or in writing to the applicable contractor or agent contacting them on behalf of Florida State University.
3. Updating Contact Information: FHFC understands and agree that they are responsible for keeping Florida State University records up to date with current physical addresses, email purposes of continued communication regarding any amounts that remain due and owing to Florida State University.

E. **Billing Errors:** FHFC understands that administrative, clerical or technical billing errors do not absolve them of financial responsibility to pay the correct amount of associated financial obligations assessed as a result of services provided at Florida State University.

F. **Returned Payments/Failed Payment Agreement:** If a payment made towards Client's debt to Florida State University is returned to the University, it will be assessed a bank fee actually incurred in the course of tendering the payment. Returned payments may be subject to a service charge not to exceed the amounts authorized by Section 832.07 Florida Statute.

General Conditions:

- A. **Equal Opportunity:** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), (or for construction contractors, 41 CFR 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- B. **Discrimination:** The signatories to this Agreement shall abide by all applicable federal and state laws and regulations prohibiting discrimination on the basis of sex, race, creed, color, religion, national origin, age, disability, genetic information, veterans' status, marital status, sexual orientation, gender identity, gender expression, or any other legally protected group status.
- C. **Governing Law:** This Agreement shall be governed by and construed under the laws of the State of Florida. If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.
- D. **Venue:** The venue for any legal action arising under this Agreement shall be the Second Judicial Circuit Court in and for Leon County, Florida.
- E. **Unilateral Cancellation:** This Agreement may be unilaterally cancelled by FSU/CAPD for refusal by FHFC to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.
- F. **FSU Sexual Harassment Policy:** FHFC agrees to abide by and comply with all provisions of the FSU Sexual Harassment Policy dated 1 July 98 and amended 31 December 2002 and 6 January 2004 and 1 August 2016. Any violation of the provisions of the FSU Sexual Harassment Policy by FHFC shall be grounds for unilateral termination of this agreement, for cause, by FSU/CAPD.

- G. **Assignability:** Under no circumstances will FHFC assign to a third party any rights or obligations of FHFC under this Agreement without the prior written consent of FSU/CAPD.
- H. **Default:** The failure of either party to comply with any provisions of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provisions, alleged to give rise to the default. The defaulting party shall be entitled to thirty (30) days to cure the default. In the event the default is not timely cured, this Agreement may be terminated immediately by written notice. The failure of either party to exercise this right shall not be construed as a waiver to such right.
- I. **University Audit:** All records, held by either party, pertaining to this revenue-generating agreement between the University, its divisions, departments, institutes, FSU/CAPD and an internal and external entity are subject to audit by the University.
- J. **Entirety of Agreement:** This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- K. **Indemnification:** The Center for Academic & Professional Development (FSU/CAPD) cannot indemnify any contractual party, but may only be liable for injury or loss of property caused by the negligent or wrongful act or omission of its employees while acting within the scope of their employment, as established in and governed by Florida Statutes section 768.28.
- IX. **Termination:** The State of Florida's performance and obligation to pay under this Contract/Agreement is contingent upon an annual appropriation by the Legislature.

Florida State University Center for Academic & Professional Development FSU/CAPD
Tashi Martin (850) 645-9358 / Tm22u@fsu.edu

Event ID#: 18615
February 2, 2024

X. **Notices:** All notices required under the terms of this agreement shall be sent to the following:

FHFC:

Angie Sellers
Chief Financial Officer
227 N Bronough St. Ste 5000
Tallahassee, FL 32301
Phone: (850) 488-4197
Fax: N/A
Angie.Sellers@floridahousing.org
Fed ID#59-3451366

FSU/CAPD:

Leslie Sawyer
Assistant Director, UBA
555 W. Pensacola St.
Tallahassee, FL 32306
Phone: (850) 644-9949
Fax: (850) 644-7571
lsawyer@campus.fsu.edu

XI. **Certification:** By signature below, the Florida State University official executing this contract/agreement certifies that he/she is authorized by the President, Florida State University, or a legally appointed designee, to act for and on behalf of the Florida State University Board of Trustees for Florida State University Center for Academic & Professional Development, in signing the contract/agreement, and that said contract/agreement is in compliance with the requirements of applicable Florida Statutes, rules, and regulations.

Florida State University Board of Trustees
Acting on behalf of
Florida State University
Center for Academic & Professional
Development

Florida Housing Finance Corporation

DocuSigned by:

0208B5BAD7A1453...
Kerry McElroy
Associate Director
FSU/CAPD
Date 1/29/2024 | 8:56

DocuSigned by:

3BBAE04B0FA24DA...
Angie Sellers
Chief Financial Officer
FHFC
Date 1/29/2024 | 10:23 AM EST

Attachment A

Estimated Budget for FHFC Board Meeting

Description	Units	Amounts	Total Client Amount
Room 208	1	\$1,720.00	\$1,720.00
Event Services	6	\$62.00	\$372.00
Parking Services	1	\$100.0	\$100.00
3% Admin Fee	1	\$3.00	\$3.00
<i>*Post Event Cleanup: If FSU/CAPD is required to provide post event cleanup, fees will be assessed based on the auditable rate of \$61 per hour during normal business hours or \$92 per hour after normal business hours.</i>			
Total Client Amount:			\$2,195.00

Appendix A Additional Terms

The following statutorily-required terms and conditions are hereby appended to the Florida State University Board of Trustees, acting for an on behalf of the Florida State University Center for Academic & Professional Development (“University”) Letter of Agreement for February 2, 2024.

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by University in connection with this Agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). University represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., University will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when University is acting on behalf of Florida Housing.

If University has questions regarding the application of Chapter 119, Florida Statutes, to University's duty to provide public records relating to this contract, contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org**

2. University understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.
3. University understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.
4. University attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

There are no other changes to the remainder of the Letter of Agreement.

DocuSigned by:

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Michael Flury