

UWF Business Enterprises, Inc.
Master Management Agreement

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

RECITALS:

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

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

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

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

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

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

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

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

1. Authorization of Assignment.

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

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

2. Services.

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

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

3. Powers of the Corporation.

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

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

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

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

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

4. Assignment and Assumption.

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

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

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

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

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

5. Financial and Other Reports.

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

6. Fees and Revenue.

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

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

7. Liability.

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

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

8. Corporation Personnel.

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

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

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

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

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

9. Obligation to Inform.

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

10. Record Retention and Inspection.

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

11. Termination.

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

12. Further Assurances.

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

13. Other Activities.

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

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

14. General.

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

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

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

If to the Corporation:

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

If to the University:

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

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

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

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

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

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

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

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

[Remainder of this page intentionally left blank]

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

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

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

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

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