

**Florida SouthWestern State College District Board of Trustees
Agenda Item Summary**

Meeting Date: 11/8/2022

1. **Title:** Approval of an MOU between the College and Florida SouthWestern State College Foundation, Inc. to reimburse the College for the provision of staff, office space, and equipment
2. **Action Requested/Purpose:**
3. **Fiscal Impact:** ☐ Yes ☒ No ☐ N/A
4. **Funding Source:** Amount: \$
5. **Administration Recommendation:** Approval

6. Agenda Item Type:

- ☐ Action Item
☒ Consent Agenda
☐ Information Only
☐ Board Requested Information/Report

7. Requirement/Purpose (Include Citation)

- ☐ Statute
☐ Administrative Code
☒ Other To document Trustees approval of the use of College resources by a Direct Support Organization and to establish the terms of reimbursement for such use.

8. **Background Information:** The College has entered into annual agreements with its Direct Support Organization whereby the College agrees to provide the DSO with the use of College resources and the DSO agree to reimburse the College for the use of such resources. Under the terms of the attached MOU the Foundation agrees to pay the College \$601,388 to reimburse the College for resource use and also agrees to a July 1, 2023 "look back" provision in the event that actual wages paid exceed current projections.

Requested by:


General Counsel

Funding Verified by:


Gina Doeble

Gina Doeble (Oct 27, 2022 14:04 EDT)

Vice President of Operations/CFO

Approved for Agenda by:


President

CONTRACT FOR PERSONAL SERVICES
BETWEEN FLORIDA SOUTHWESTERN STATE COLLEGE
AND
FLORIDA SOUTHWESTERN STATE COLLEGE FOUNDATION,
FOR FISCAL YEAR 2022-2023

This Agreement is entered into by and between The District Board of Trustees of Florida Southwestern State College, Florida ("College") and the Florida Southwestern State College Foundation Corporation ("Foundation") and is effective July 1, 2022.

WITNESSETH:

WHEREAS, College is a Florida College System Institution as set forth in Section 1000.21(3)(f), Florida Statutes and is constituted as a political subdivision of the State of Florida; and,

WHEREAS, the Foundation is a separate legal entity from the College and was organized and incorporated in 1966 pursuant to the provisions of Chapter 617, Florida Statutes, as a Florida not for profit corporation and has received a designation as a tax-exempt entity in recognition that it is organized and operated exclusively for exempt purposes set forth in Section 501(c)(3); and,

WHEREAS, effective March 1, 2012 and as amended October 1, 2019, the College and the Foundation entered into a Memorandum of Understanding ("MOU") that defines the relationship and reciprocal rights, duties and obligations between the College and the Foundation. The MOU further provides that the College will provide the Foundation with office space, utilities and administrative support services, including but not limited to, personnel and recruiting services, purchasing and receiving goods and services and other college operating services subject to the terms and conditions of a separate agreement which shall provide for the compensation to be paid to the College by the Foundation. A copy of the Amended MOU is incorporated by reference; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for good and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the College and the Foundation agree as follows:

1. Subject to the terms and conditions of the MOU and of this Agreement, the College will provide the Foundation with office space, utilities computer and internet services, email access, telephone services, and administrative support services to enable it to carry out obligations and duties as a direct support organization of the College. The office space provided to the Foundation consists of 2360 square feet located on the Lee Campus with an estimated annual rental value of \$36,769. The Foundation certifies that all College provided resources will only be used for Board approved purposes.
2. The Foundation agrees that at all times it shall comply with District Board of Trustees Policy 6Hx6:1.03 and the provisions of Section 1004.70, Florida Statutes.

3. The Foundation agrees that promptly upon approval of the annual operating budget it shall be provided to the College. In addition, the Foundation will provide quarterly reports to the College on current pledges and sponsorship revenue. Further, the Foundation will provide quarterly financial reports as well as annual audited financial statements to the College.
4. The Foundation agrees that it shall pay the College for the anticipated salary and fringe benefit expense for the fiscal year 2022-2023 for College staff performing services on behalf of the Foundation in the amount of \$601,388. Payment to be made in quarterly payments no later than 30 days after the end of each quarter.
5. In addition to the foregoing, the College will perform a reconciliation of salary and fringe costs within 30 days after June 30, 2023 and reserves the right to submit a final bill to the Foundation for any variance between the projected cost of salary and fringe expense and the actual cost incurred by the College. Any amount billed for the final reconciliation of salary and fringe costs will be due and payable within thirty days after the receipt of College's Invoice by the Foundation.
6. The Foundation agrees to transfer funds raised for the benefit of the College, including but not limited to scholarship funds, program support funds, arena construction funds, and sponsorship revenue, in a manner and on a schedule mutually agreed upon by the College and the Foundation, and documented in separate agreements if deemed necessary. The College agrees to use the funds in a manner consistent with the purpose of the donated funds.
7. This agreement shall commence on July 1, 2022 and end on June 30, 2023.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DISTRICT BOARD OF TRUSTEES
OF FLORIDA SOUTHWESTERN
STATE COLLEGE, FLORIDA

FLORIDA SOUTHWESTERN STATE
COLLEGE FOUNDATION, INC.

Gina B. Doeble, CPA, EdD
Vice President, Operations, CFO

Geraldine Gallagher, Foundation Executive
Director, VP Institutional Advancement