



**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FINANCE AND FACILITIES COMMITTEE**

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

To help prevent the spread of COVID-19, general public access via <http://webcast.fiu.edu/>

Wednesday, April 21, 2021

10:30 a.m.

or

Upon Adjournment of Previous Meeting

Chair: Leonard Boord

Vice Chair: Roger Tovar

Members: Cesar L. Alvarez, Dean C. Colson, Natasha Lowell, Joerg Reinhold, Marc D. Sarnoff

AGENDA

- | | |
|---|--------------------|
| 1. Call to Order and Chair's Remarks | Leonard Boord |
| 2. Approval of Minutes | Leonard Boord |
| 3. Action Item (<i>Committee Action; Full Board Information Only</i>) | |
| FF1. Ratification of the Independent Contractor Agreement with the vendor Logistics Management Group, and approval of the purchase orders that may be issued under this Agreement | Kenneth A. Jessell |
| 4. New Business (<i>If Any</i>) | Leonard Boord |
| 5. Concluding Remarks and Adjournment | Leonard Boord |

The next Finance and Facilities Committee Meeting is scheduled for Wednesday, June 16, 2021

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

April 21, 2021

Subject: Approval of Minutes of Meeting held February 23, 2021

Proposed Committee Action:

Approval of Minutes of the Finance and Facilities Committee meeting held on February 23, 2021 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

Background Information:

Committee members will review and approve the Minutes of the Finance and Facilities Committee meeting held on February 23, 2021 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

Supporting Documentation: Minutes: Finance and Facilities Committee Meeting,
February 23, 2021

Facilitator/Presenter: Leonard Boord, *Finance and Facilities Committee Chair*



**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FINANCE AND FACILITIES COMMITTEE
MINUTES
FEBRUARY 23, 2021**

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Finance and Facilities Committee meeting was called to order by Committee Chair Leonard Boord at 9:20 a.m. on Tuesday, February 23, 2021, at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

General Counsel Carlos B. Castillo conducted roll call of the Finance and Facilities Committee members and verified a quorum. Present were Trustees Leonard Boord, *Committee Chair*; Roger Tovar, *Committee Vice Chair and Board Vice Chair*; Cesar L. Alvarez (*via Zoom*); Dean C. Colson, *Board Chair*; Natasha Lowell; Joerg Reinhold; and Marc D. Sarnoff.

Trustees Jose J. Armas, Donna J. Hrinak, Gene Prescott, Claudia Puig, Chanel T. Rowe, and Alexandra Valdes and University President Mark B. Rosenberg also were in attendance.

Committee Chair Boord welcomed all Trustees and members of the University administration. He also welcomed Trustees, University administrators, and staff attending via the virtual environment and the University community and general public accessing the meeting via the University's webcast.

2. Approval of Minutes

Committee Chair Boord asked that the Committee approve the minutes of the meetings held on October 28, 2020 and December 3, 2020. A motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meetings held on October 28, 2020 and December 3, 2020.

3. Action Items

FF1. Proposed Regulation FIU-1115 Lost/Abandoned Property

Senior Vice President of Administration and Chief Financial Officer Kenneth A. Jessell presented the proposed Regulation FIU-1115 Lost/Abandoned Property for Committee review. He commented that the proposed regulation is consistent with statutory requirements and provides the general procedure for the University to dispose of abandoned property. Sr. VP and CFO Jessell described the proposed regulation's key provisions, including that any report regarding missing, lost, stolen, or abandoned property must be made to the University Police Department, that all lost/abandoned property must be delivered to the Property Custodian where it will be retained until disposed of according to the regulation, and that the Property Custodian must make reasonable

efforts to contact and notify the rightful owner and determine means to release the property. He remarked that the owners of several abandoned vehicles at FIU were contacted and are not interested in picking up their vehicles. He added that the proposed regulation enables the University to sell said vehicles at auction.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Board of Trustees approve Regulation FIU-1115 Lost/Abandoned Property, and delegate authority to the University President to approve any subsequent non-material amendments based on comments to the Regulation received from the Florida Board of Governors or as a result of the regulation-making process.

FF2. FDOT-FIU Locally Funded Agreement, Transfer of \$9,125,364 Settlement Funds for Design and Construction of Pedestrian Bridge and Associated Improvements

Sr. VP and CFO Jessell presented the Florida Department of Transportation (FDOT)-Florida International University (FIU) Locally Funded Agreement (LFA), the transfer of \$9,125,364 settlement funds for the design and construction of the pedestrian bridge and associated improvements for Committee review. He remarked that, as reported to the Board of Trustees at its September meeting, Florida Governor Ron DeSantis lifted the hold on the TIGER Grant, thereby allowing funds to be used for a new pedestrian bridge. He added that FDOT has accepted responsibility for completing the new bridge and administering the design and construction contracts. Sr. VP and CFO Jessell indicated that the United States Department of Transportation (USDOT) also approved an amendment to the TIGER Grant Agreement, which assigned the responsibility for the pedestrian bridge and associated improvements to FDOT. He noted that FIU is no longer a party to this part of the Agreement. Sr. VP and CFO Jessell pointed out that FIU was responsible for, and successfully completed, other components of the Grant, which were not impacted by the changes to the LFA. He stated that the LFA between FIU and FDOT specifies the amount of funding to be transferred to FDOT to design and construct the bridge and associated improvements and the responsibilities of FIU and FDOT.

Sr. VP and CFO Jessell delineated the key provisions of the LFA. He remarked that FIU will transfer \$9,125,364 to FDOT to cover the cost of design and construction, which is funded from the original unexpended FIU Match Funds of \$560,139, City of Sweetwater funds of \$5,560 held by FIU, and settlement funds of \$8,559,665. He added that FIU may be required to transfer additional funding to FDOT to cover project costs due to unknown conditions or changes as required by applicable laws and regulations, similar to the obligation FIU would have had if the project remained under FIU control. Sr. VP and CFO Jessell described risk mitigation, including that FIU has participated in pre-design and scope of services development; FIU has the right to approve the Guaranteed Maximum Price of the project; the construction contract will include a contingency mutually agreeable to FIU and FDOT, which is estimated at five percent, or approximately \$550,000; FIU has retained an additional \$200,000 from settlement funds for project contingency, plus approximately \$40,000 in investment earnings; FDOT will invest the funds in the State Treasury with all investment earnings, approximately \$275,000, staying with the project; and eliminating budgeted items, such as large tree landscaping, all of which could be used to cover unforeseen costs if needed.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Board of Trustees (i) approve the Locally Funded Agreement (LFA) between FDOT and FIU, (ii) authorize the transfer in the amount of \$9,125,364 of FIU Funds to FDOT for the design and construction of the UniversityCity Prosperity Project pedestrian bridge and associated plaza, walkway and roadway improvements, and (iii) delegate to the University President, or his designee, the authority to execute the LFA and to amend the LFA to accommodate any technical changes requested by FDOT in accordance with the terms of the LFA.

FF3. Approval of Commencement Conditions Addendum for Hotel, Conference Center, and Alumni Center

Sr. VP and CFO Jessell presented the Commencement Conditions Addendum for the Hotel, Conference Center, and Alumni Center for Committee review. He indicated that as a result of the COVID-19 pandemic, the hotel developer advised FIU that the market for users of the hotel and conference center and the debt and equity markets are all materially impaired and would not support the development of the project at the current time. He added that, consequently, the developer requested that the parties agree on a procedure to delay the effective date of the hotel sublease, which is the date that triggers the developer's due diligence period and other critical dates in the construction timeline. Sr. VP and CFO Jessell pointed out that under the addendum, the effective date of the hotel sublease will be triggered by the satisfaction of seven conditions, all of which relate to the lifting of COVID restrictions and FIU returning materially to normal operations. He stated that FIU's President would sign a written certification once all of the conditions have been satisfied and that if the commencement conditions have not been satisfied, or waived, within 36 months of the date of the addendum, either party can terminate the hotel sublease. He delineated the commencement conditions as follows: FIU has lifted domestic travel restrictions and material international travel restrictions for faculty, staff, and students; administration and staff required to work from office space on campus have returned to campus; required faculty have returned to campus and are conducting in-person classes; students that attend in-person classes have returned to campus and are attending in-person classes; athletics programs have resumed competition without COVID-related restrictions on attendance; in-person public lectures, conferences, meetings, academic symposia, banquets, and other similar events are being hosted on campus without COVID-related restrictions; and mandatory face mask mandates on campus are not being imposed by governmental agencies. Sr. VP and CFO Jessell remarked on the development schedule, stating that once the commencement conditions are satisfied and establish the effective date, this will trigger the developer's due diligence period and other critical dates in the project's timeline.

Trustees engaged in substantive discussion regarding the request for approval of the commencement conditions addendum for the project. Trustee Marc D. Sarnoff commented on the reasons why he has been opposed to the project since its inception, namely, the allocation of space, dated design concepts, and lack of confidence in the developer. He pointed out that while he is not opposed to a hotel and conference center at FIU, he is opposed to moving forward with the current developer. In response to Trustee Natasha Lowell's remarks pertaining to the commencement conditions, Sr. VP and CFO Jessell stated that the project is geared toward FIU involvement, that on-campus events will encourage the use of the hotel and conference center, and that it is challenging to obtain debt and equity financing when the institution that the hotel and conference center is being built to serve is not materially at pre-COVID conditions. He added that the University is the party that will be

making the determination on when and if the commencement conditions have been met. In response to Board Vice Chair Roger Tovar, Sr. VP and CFO Jessell confirmed that should the Board of Trustees approve the commencement conditions on the project, the University will be ready to present the sublease to the Trustees of the Internal Improvement Trust Fund and the Board of Governors for their respective approvals. In response to Board Chair Dean C. Colson, Sr. VP and CFO Jessell remarked that if the Board of Trustees decided to revisit the matter at a later date, the presentation of the sublease to the Trustees of the Internal Improvement Trust Fund and the Board of Governors would also be delayed. Trustee Joerg Reinhold conveyed his support of the project, commenting that the project would allow the University to address specific challenges as they relate to hosting visitors. Committee Chair Boord remarked that the developer could potentially disagree with the President's signed certification, thereby shifting the burden to the University to submit documentation that formed the basis of FIU's conclusions and that this possibly could result in litigation and further delays. FIU Foundation, Inc. Board of Directors Treasurer Andre L. Teixeira remarked that the project provides a critical component in student success and faculty collaboration, adding that the multi-layered approval process has resulted in additional changes to the project. Board Vice Chair Tovar remarked on his support of the project, but disagreed with Director Teixeira's comments, adding that the Board of Trustees has not made any requests for changes to the project.

A motion was made and passed that the FIU Board of Trustees Finance and Facilities Committee table the approval of Commencement Conditions Addendum for the Hotel, Conference Center, and Alumni Center.

Trustee Sarnoff opposed the motion.

FF4. Approval of Contract greater than or equal to 3,000,000:

PUR-00964 for Elsevier ScienceDirect Subscription Renewal, Vendor: Elsevier B.V.

There were no questions from the Trustees regarding the request for approval of the contract with Elsevier ScienceDirect.

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Board of Trustees (i) approve the University entering into the contract as described in the Board materials and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract.

3. Action Items (Committee Action; Full Board Information Only)

FF5. FIU @ DC Lease of Space

There were no questions from the Trustees regarding the request for approval of the FIU @ DC lease of space.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee approve (1) the negotiation and execution of a letter of intent and a lease agreement

for a new location for FIU in Washington, D.C. at 601 New Jersey Avenue, NW Washington, D.C; (2) the delegation of authority to the University President, or designee, to negotiate the letter of intent and the lease agreement; and (3) the delegation of authority to the University President, or designee, to execute the letter of intent and the lease agreement on behalf of the University and all other documents that may be necessary to effectuate the transactions contemplated therein.

FF6. Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:

- **PUR-03744 for Chiller Plant Services, Vendor: Carrier Corporation**
- **PUR-03858 for Software Licensing, Vendor: salesforce.com inc.**
- **Approval of Change Order to:**
 - *PO: 214098 Vendor: Google*
 - *PO: 214062 Vendor: Facebook/Instagram for Marketing Advertising*

There were no questions from the Trustees regarding the contracts with Carrier Corporation and with salesforce.com inc., and the change orders to PO: 214098 with Google and PO: 214062 with Facebook/Instagram.

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee (i) approve the University entering into the contracts and the change orders to the purchase orders, as described in the Board materials, and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract.

4. Discussion Items

4.1 Review of FIU Financial Statement Audit for Fiscal Year Ended June 30, 2020

Sr. VP and CFO Jessell pointed out that the State of Florida Auditor General issued FIU's Audited Financial Statements for the year ending June 30, 2020 on December 17, 2020. He explained that given that the University is currently undergoing the comprehensive 10-year review of accreditation with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the State auditor prioritized and expedited FIU's Financial Statement Audit. Sr. VP and CFO Jessell mentioned that the University received an unmodified, or unqualified opinion, indicating that the financial statements presented fairly, in all material respects, the respective financial position of FIU and of its aggregate discretely presented component units as of June 30, 2020, and the respective changes in financial position and cashflows. He stated that the State's auditors did not identify any deficiencies in internal control over financial reporting considered to be a material weakness or any instances of non-compliance or other matters required to be reported under Government Auditing Standards. Sr. VP and CFO Jessell commented that the financial statements include the following component units of the University: FIU Foundation, Inc. and its subsidiaries; FIU Athletics Finance Corporation; and FIU Academic Health Center HealthCare Network Faculty Group Practice, Inc. He added that, due to materiality, the financial activities of the FIU Research Foundation, Inc. are not included in the University's financial statements.

4.2 Financial Performance Review, Second Quarter FY 2020-21

Sr. VP and CFO Jessell presented the University's financial performance review for the second quarter of FY 2020-21, reporting that operating revenues were below estimates by \$29.9M and that operating expenses were below estimates by \$32.3M with a net unfavorable variance of \$2.4M. He also described the key drivers.

4.3 Foundation Report

Director Teixeira reiterated his respect for the role of the Board of Trustees. He provided the Foundation Report, reporting that, for the first six months of the fiscal year, \$33.4M was raised, adding that of said philanthropy, \$6.3M was collected from outright gifts, \$20M from pledges, \$1.2M from planned gifts, and \$5.8M from gifts in kind. He indicated that, for the first six months of the fiscal year, investments returned \$46M, or 15.2%, and operating expenses were below estimates by \$1.3M.

5. Reports

There were no questions from the Committee members in terms of the reports included as part of the agenda materials: Athletics Update; Business Services Report; Emergency Management Status Report; Facilities and Construction Update; Safety and Environmental Compliance Report; Treasury Report; Procurement Report; and CasaCuba Building Update.

6. New Business

President Rosenberg referred to the supporting materials relating to agenda item FF4. PUR-00964 for Elsevier ScienceDirect subscription renewal, noting that said materials consisted of over 200 pages of journal and library collection data. He solicited feedback from the Committee regarding how they wish to receive similar types of supporting materials in the future. In response to the President, Committee Chair Boord and Committee Vice Chair Tovar agreed that an executive summary to be included as part of the agenda materials and an online link to the full supporting material will suffice.

7. Concluding Remarks and Adjournment

With no other business, Committee Chair Leonard Boord adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Tuesday, February 23, 2021 at 10:24 a.m.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

April 21, 2021

**Subject: Ratification of the Independent Contractor Agreement with the vendor
Logistics Management Group, and approval of the purchase orders that may
be issued under this Agreement**

Proposed Committee Action:

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, (i) ratify the University entering into the contract as listed and described below, and (ii) authorize the University President or his designee to issue purchase orders pursuant to the executed contract up to the total amount listed below.

Background Information:

Independent Contractor Agreement and purchase orders issued pursuant to the aforementioned Agreement (vendor: **Logistics Management Group**).

The Agreement is to provide a wide array of event management services and source necessary items for the various events organized by the Food Network & Cooking Channel South Beach Wine & Food Festival, to take place May 20-23, 2021 (the "2021 Festival"). The total amount of expenses could not be outlined in the Agreement since the run of show for the 2021 Festival is subject to change, availability of equipment and staffing for the events is subject to price fluctuations, and most expenses are pass-through and reimbursed by the University once approved by festival staff, incurred and invoiced by the vendor.

Term: Until the agreed upon services for the 2021 Festival are completed.

Cost: Estimated \$1,977,855, which is based on the approved budget.

Funding source: Ticket sales and sponsorship revenue (unrestricted auxiliary funds).

Supporting Documentation: Independent Contractor Agreement, Vendor: Logistics Management Group.

Funding Certification Form

Facilitator/Presenter: Kenneth A. Jessell



Logistics Management Group
INDEPENDENT CONTRACTOR AGREEMENT – General

Contractor: Logistics Management Group
Address: 860 East Coco Plum Circle, Plantation, Florida 33324

This **Independent Contractor Agreement** (the "**Agreement**") is entered into by and between Contractor and **The Florida International University Board of Trustees**, a charitable governmental unit qualifying for Federal tax exemption pursuant to Internal Revenue Code ("I.R.C.") section 115(1) ("**FIU**") as administrator and co-producer of the **Food Network & Cooking Channel South Beach Wine & Food Festival presented by Capital One** (collectively, the "**Festival**").

WHEREAS, Contractor has offered to provide the Services (defined below) with respect to the 2021 Festival along with an option for the 2022 Festival. The 2021 Festival will be held on May 20-23, 2021.

WHEREAS, the parties hereto desire to reduce the terms of their agreement to writing.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby do mutually agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Services.** Contractor agrees to perform and provide to the Festival the services described in the document attached hereto as **Exhibit "A"** (the "**Services**"), hereby incorporated into the Agreement by this reference.
3. **Benefits.** In consideration of providing the Services, Contractor shall receive those Festival benefits outlined in the document attached hereto as **Exhibit "B"** (collectively, the "**Benefits**"), hereby incorporated into the Agreement by this reference.
4. **Key Personnel.** Contractor's individual designated as key personnel for the purposes of this Agreement is **Randi Freedman** ("**Key Personnel**"). Contractor shall not substitute Key Personnel assigned to the performance of the Services without prior written approval by the Festival.
5. **Term.** The Agreement shall be effective as of the Effective Date (defined below) and shall continue unless otherwise terminated or provided pursuant to the terms hereof, through completion of the Services (the "**Term**").
6. **In-Kind Contribution.** Contractor shall make the following In-Kind Contribution to the Festival: N/A which is valued at \$N/A.
7. **Fee for Services.** As full compensation for the Services to be provided by Contractor hereunder, the Festival agrees to pay Contractor a total fee as defined and as per the compensation structure outlined in Exhibit "B", subject to the terms of paragraph 9 (Payment Terms) below.
8. **Reimbursement.** From time to time, the Festival may direct or require Contractor to undertake certain expenses not contemplated within the Fee set forth above. In such circumstances, the Festival shall reimburse Contractor for all business expenses pre-approved in writing by the Festival and actually paid or incurred by Contractor in the course of performing the Services. Contractor shall account for and submit reasonable supporting documentation (along with proof of the pre-approval) to the Festival in relation to any expense reimbursement hereunder and shall be reimbursed in accordance with the terms of this Agreement, specifically including paragraph 9 (Payment Terms).
9. **Payment Terms.** Contractor agrees to submit invoices made out to "Florida International University" in accordance with Minimum Invoice Requirements as posted on FIU's website at http://finance.fiu.edu/controller/QL_AccountsP.html, in detail sufficient for a proper pre-and post-audit and a Statement of Account showing billings to and payments from the Festival during the Term, resulting in an ending balance. Upon receipt of a proper invoice, the Festival will make payment in accordance with FIU

Regulation FIU-2202, entitled "Prompt Payment." If the Festival does not issue payment within forty (40) days of receipt of the proper invoice, the Festival may pay to Contractor an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Contractor is responsible for any taxes due under this Agreement. Contractors experiencing payment problems may contact the Ombudsman at (305) 627-1266.

10. Termination. This Agreement may be terminated for any reason by either party at any time, upon ten (10) days written notice to the other party, however Contractor shall only be permitted to terminate provided such notice is received by the Festival prior to **Friday, April 2, 2021**. Notwithstanding anything else contained herein, this Agreement may immediately be terminated by either party for Cause. For purposes of this Agreement, "Cause" is defined as a material failure to perform the Services as specified herein or failure to adhere to any material terms of this Agreement. If this Agreement is terminated, the Festival shall only be liable for payment of goods received and services rendered and accepted by the Festival prior to the date of termination.

11. Force Majeure. Neither party shall be liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement, for any delays, suspensions, damages, or failure to fulfill or perform any of the terms or obligations under this Agreement when and to the extent such failure or delay is caused by or results from the force majeure events, as defined herein ("Force Majeure Events"). Force Majeure Events shall mean any circumstance or event beyond the reasonable control of the party unable to perform and which could not have been prevented or avoided by the exercise of due diligence, prudence, or the adoption of reasonable precautions, such as, including but not limited to: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) any federal, state or local government law, order, or regulation, order of any court or jurisdiction, (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) public health emergencies, including, but not limited to, as a result of epidemics and pandemics; and (j) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give a written notice of such Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured after Force Majeure Event has ended or cannot be cured for a period of ten (10) days following written notice given by it under this Section 11, either party may thereafter terminate this Agreement upon written notice to the other party. If this Agreement is terminated by the Festival or the Services are cancelled by the Festival pursuant to this provision, the Festival shall reimburse Contractor for all pre-approved out of pocket expenses actually incurred by Contractor in preparation for performing the Services, if any.

12. Compliance with Laws. Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority over it. Contractor acknowledges and agrees that Contractor has and will at all times during the Term maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.

13. Ownership of Work Product. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under this Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) shall be property of the Festival if created by the Contractor jointly with the Festival.

14. Festival's Right to Inspect. The work contemplated herein must meet the Festival's standards and approval and shall be subject to the Festival's general right of inspection to secure the satisfactory completion thereof.

15. Insurance. Contractor shall provide and keep in full force and effect during the term of Contract, at the Contractor's own cost and expense, the following insurance policies for the joint benefit of the Contractor and the Festival: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury, and contractual liability in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. (ii) Workers Compensation – Coverage shall be maintained in an amount equal to or greater than the statutory limits required by the laws of the State of Florida. If applicable to the type of service being provided; (iii) Liquor Liability in the minimum amount of \$1,000,000 per occurrence. Contractor shall deliver to the Festival true and correct certificates of such insurance upon the Festival's request. The certificates shall indicate that the Commercial General Liability policy carries an endorsement (no more restrictive than CG 20 10) which names *The Florida International*

University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. The Contractor may carry, at his own expense, such additional insurance, as Contractor deems necessary. All insurance coverages shall be written through a reputable and responsible company licensed to do business in the State of Florida and acceptable to the Festival. The Contractor's policy shall be primary and any insurance carried by the Festival shall be noncontributing with respect thereto. The Certificate of Insurance shall contain a statement that the policies will not be modified or canceled without thirty (30) days advance written notice to the Festival.

Contractor shall do nothing that will adversely affect the Festival, in any way, including increasing risks, insurance premiums or liability. In addition to the insurance required to be obtained and maintained by the Contractor, if the Contractor assigns any portion of the duties under the Contract in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with this Contract. The Festival reserves the right to terminate this Agreement if Contractor fails to supply and/or maintain the required coverage. Contractor's procuring of the required insurance shall not relieve the Contractor of any obligation or liability assumed under the Contract, including specifically the indemnity obligations. The Festival recommends that the Contractor obtain and maintain a policy of business interruption insurance. The Contractor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Contractor's operations within the scope provided for under the Contract, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

16. Relationship of the Parties. Contractor's relationship to the Festival shall be and at all times shall remain that of an independent contractor. The parties hereby agree and stipulate that no language or provision in this Agreement or course of conduct between the parties will be interpreted, construed, or given the effect of creating any relationship other than that of independent contractor. In accordance with Contractor's status as an independent contractor, Contractor will not be entitled to benefit from or participate in any of the Festival's employment benefits, insurance programs, fringe benefits, worker's compensation insurance, retirement plans, or any other employee benefit plan. Contractor shall be solely responsible for reporting or paying any employment taxes, income taxes, or other similar obligations as may be required by the U.S. Internal Revenue Service or any other similar state, local or federal agency. Contractor warrants and represents that it is not on the convicted vendor list (see Fla. Stat., 287.133(2)(a)).

17. Prohibitions. Unless expressly and specifically authorized in writing by the Festival in advance, Contractor shall be prohibited from engaging in any of the following:

- (a) Incurring any debt or obligation on behalf of the Festival;
- (b) Entering into any contract, arrangement, or transaction which binds the Festival to any extent or creates any obligation on the Festival; and/or
- (c) Utilizing the Festival's name, credit, reputation, goodwill, resources, and/or assets for any purpose without prior and explicit written approval of the Festival.

18. Indemnification.

- (a) By Contractor. Contractor and its officers, employees and agents, jointly and severally agree to release, indemnify, defend and hold harmless the Festival, FIU, the FIU Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, employees and agents of and from any and all liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorney's fees and expenses of any kind or nature whatsoever for any loss of life, personal, bodily or economic injury or damage or loss to property which may be sustained by reason of, based upon, or in any way arising out of the negligent performance of the Services or any other obligations of Contractor set forth in this Agreement, and from and against any orders, judgments or decrees which may be entered pursuant thereto arising from Contractor's negligence or willful misconduct. This obligation shall survive the termination of this Agreement.
- (b) By Festival. The Festival shall indemnify and hold harmless the Contractor and its officers, employees and agents from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Festival or its employees when acting within the course and scope of their employment; provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the festival shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when

totalled with all other claims or judgments paid by the Festival arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be deemed to indemnify the Contractor from any liability or claim arising out of the negligent performance or failure of performance of the Contractor or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying FIU or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of FIU to be sued; or iii) a waiver of sovereign immunity of FIU beyond the waiver described herein and provided in §768.28, Florida Statutes.

19. Confidentiality & Non-Compete & Non-Circumvention. Contractor agrees that, during the term of this Agreement and thereafter, it shall not, directly or indirectly, disclose to anyone outside of the Festival any trade secrets, proprietary information of the Festival, or other data or information not generally known outside of the Festival, whether prepared or developed by or for the Festival or received by the Festival from any outside source, including but not limited to any existing and prospective sponsor files or information, customer lists, marketing/media plans, event/site layout and design plans, invoices and vendor contracts. Except as may be required in the Contractor's performance of the Services. The parties acknowledge that Contractor's business is dependent upon vendor relations and confidentiality of costs, and the Festival agrees not to share any vendor invoices, prices or costs provided by Contractor (or any vendee to Contractor) with any third party except as required by law, rule, regulation or court order. The Festival agrees that it will not contact any of Contractor's vendors (i.e., for supporting documentation on invoices or required signatures etc.), unless the Festival first coordinates any such requests directly through LMG in an effort to obtain the requested information from LMG. The Festival further acknowledges that Contractor's information is proprietary and confidential, and accordingly, the Festival agrees to treat the foregoing and any other work product or information provided by Contractor to the Festival hereunder, including both the terms of this Agreement and the existence thereof, as confidential; and the Festival acknowledges that this confidentiality and non-circumvention provision is a material provision that is required by Contractor for it to enter into this Agreement. Without limiting the generality of the foregoing, the Festival shall not provide copies of any invoices provided by Contractor to any individual other than the Festival Accounting Representatives and/or the SOBE Wine Festival Managing Director or as otherwise required by law, rule, regulation or court order. The Festival further agrees that during the term of this Agreement, neither it nor any person or entity that it controls shall circumvent the Contractor and procure or purchase products from any Festival vendors or formally introduced to the Festival by the Contractor. The Parties agree that an impending or existing violation of any provision of this confidentiality and non-circumvention section would cause irreparable injury to the Contractor for which it would have no adequate remedy at law, and agree that the Contractor shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it, and in the event of litigation the prevailing party shall recover reasonable attorney's fees and costs from the other party hereto. The confidentiality provision set out in this section shall survive the termination of this Agreement.

20. Loss/Theft. Contractor is solely responsible for the security of all goods, property, equipment, materials, product or any other items that it or its contractors, agents, or other representatives bring to the Festival. The Festival shall have no obligation or liability whatsoever for any loss, misplacement or theft of Contractor's property, unless such loss, misplacement or theft directly arises from the Festival's willful misconduct or gross negligence, or whenever Contractor's "possession" of those certain items is only incidental (e.g., when Contractor rents items on behalf of the Festival and the Festival is the only party who takes possession of said items).

21. Intellectual Property. If applicable, Contractor represents and warrants that any intellectual property furnished by Contractor to the Festival will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Contractor will, at its sole expense, defend any suit brought against the Festival and will indemnify the Festival pursuant to the terms of this Agreement against an award of damages and costs made against the Festival by settlement or final judgment of a court that is based on a claim that Contractor's product(s) and/or service(s), as applicable, infringe the intellectual property right of a third party. The Festival will provide reasonable cooperation in the defense of the suit at Contractor's expense. These defense and indemnity obligations shall survive the expiration or earlier termination of the Agreement.

22. Notices. Any notices to be made under this Agreement shall be in writing and sufficient if mailed or e-mailed to the address indicated below. Notice shall be effective upon receipt.

Florida International University c/o South Beach Wine & Food Festival HQ
2105 N. Miami Avenue
Miami, FL 33127
Attn: Debra Lundy, Associate Director
E-Mail: dlundy@sqws.com

Logistics Management Group

860 East Coco Plum Circle, Plantation, Florida 33324

Attn: Randi Freedman, President

E-Mail: lmgrandi@aol.com

23. Miscellaneous.

(a) Public Records. The Festival is subject to applicable public records laws as provided by Chapter 119 of the Florida Statutes, and the Festival will respond to such public records requests as required by the law. This provision shall survive the expiration or earlier termination of this Agreement.

(b) General. Nothing in the Agreement shall be construed as a waiver of sovereign immunity beyond that provided in § 768.28, Florida Statutes. Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Contractor also assumes such risk with respect to the willful or negligent acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of Contractor in furtherance of Contractor fulfilling Contractor's obligations under the Agreement.

(c) Conflicts of Interest. Contractor represents that Contractor is not an employee of FIU or the State of Florida. Additionally, Contractor represents that no member of Contractor's immediate family are employees of FIU or the Festival.

(d) No Third Party Rights. This Agreement does not and is not intended to confer any rights or remedies to any party other than the parties to this Agreement. Contractor acknowledges that no branding or benefits relating to the Festival shall be made available to any entity other than Contractor, except upon the Festival's advance written approval.

(e) Travel. If applicable, and the Festival is specifically responsible for reimbursing Contractor for travel expenses, such expenses shall only be paid to the extent permitted by Florida Statutes § 112.061 and FIU Policy 1110.060 – "Travel: University Travel Expense," and then only when substantiated by receipts and submitted on the proper forms.

(f) Drafting. No provision of this Agreement shall be interpreted for or against any party on the basis that such party was the draftsman of such provision, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(g) Binding Effect/Amendments/Assignment/Waiver. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns and may be amended only by written amendments duly executed by the parties hereto. This Agreement may not be assigned (whether by operation of law or otherwise) by any party to any person without the prior written consent of the other party. The waiver by either party of a breach of a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

(h) Severability. In the event that any provision contained in this Agreement or the application thereto to any circumstance is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability and the remainder of this Agreement will remain valid and enforceable according to its terms with respect to all other circumstances.

(i) Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of State of Florida. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with this Agreement shall be in Miami-Dade County, Florida.

(j) No Counterparts/Facsimile Signatures. This Agreement may not be executed in counterparts. The parties hereby acknowledge and agree that this Agreement may be signed electronically and that such electronic signatures shall be deemed an original for all purposes. The parties represent and warrant that any person signing this Agreement electronically or causing this Agreement to be signed electronically has the authority to do so and that such electronic signature shall be sufficient to bind the respective party under this Agreement. This Agreement shall be considered signed when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format data file via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

(k) Authority. Contractor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Contractor's representative or agent, such representative or agent represents and warrants that: (1) it is duly authorized to act for and on behalf of the Contractor, (2) that it is authorized to enter into the Agreement, and (3) that it shall be jointly and severally liable for any breach of the Agreement.

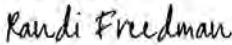
(l) Entire Agreement. This Agreement, along with any and all exhibits and appendices attached hereto, sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether written or oral, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Contractor acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein.

IN WITNESS WHEREOF, the parties have signed this Independent Contractor Agreement as of the last date below written (the "Effective Date").

AGREED:

Logistics Management Group

DocuSigned by:



70EA27ECB8CA4EA...

Randi Freedman

President

Date: 1/8/2021

AGREED:

The Florida International University Board of Trustees:



Mark B. Rosenberg

President

Date: 01/22/2021

Exhibit "A"

Services

I. Scope of Work – Grand Tasting Venue

A. The Grand Tasting Venue ("GTV") site will be located at 10th – 13th Streets along Ocean Drive, West of the coral rock and East to the ocean, in the City of Miami Beach, unless otherwise agreed upon by both parties, and Contractor will apply for, facilitate and provide all necessary permits required to stage, build and operate the Grand Tasting Venue event location.

B. Contractor will cause for the following labor, materials, equipment and other units of work to be obtained for the Grand Tasting Venue event:

1. Barricades –hard fence for full site, including the Welcome Center and all BOH locations
2. Bathroom Trailers –ADA approved trailers
3. Bathroom Trailer Attendants – full schedule
4. Bathroom Trailers – Port-o-Potties – all service and supplies
5. Bathroom Trailers – Green Room – BOH for Talent, ALL Service and supplies
6. Bathroom Trailers – Water Tanks – required equipment for Bathroom Trailer operation
7. City of Miami Beach Special Event permits – reimbursable deposits
8. Counters – all locations
9. Dumpsters – Waste –containers on site, load-in to load-out, ALL service pulls as required/needed
10. Entrance Trusses— as required, all build & installations including all banner graphics and production
11. Entrance Trusses – Hole digging required for installation of Trusses
12. Fencing/Vision Block/Gates – Fencing, entire site, BOH, all gates, rolling gates, installation & strike
13. Fencing – Rolling Gates – as directed
14. Fencing –TensaBarrier, rope & stanchion, delineators and directional pylons
15. Fence Mesh – custom, as directed
16. Fire / Police / EMT – on-site services during Event as required by CMB Permits and law
17. Fire Extinguishers –for all site needs including BOH, Sponsor, Exhibitor and Restaurant needs
18. Flooring – All flooring full site per layouts and installations
19. Garbage Boxes – trash boxes, garbage bags, recycle bags, materials as required
20. Gas/Fuel – Fuel for all light/heavy equipment on-site, Gators, Bobcats, light towers, lifts, etc.
21. Gators / Bobcats – staff and vendor vehicles, all service, on-site technician with TBD schedule and needs
22. Generators – Full power detail, layout, build, distribution, operation including all air-conditioning, 24hr power – full site, welcome center and BOH. All service, load-in, strike, refueling, tech on-site.
23. Golf Carts – per schedule – staff & vendor vehicles, all-service + on-site tech with TBD schedule and needs
24. Hand-washing Stations – portable, distributed throughout site, all service
25. Heavy Equipment –scissors lifts, forklifts, light towers, all service, delivery/pickup, damage waivers
26. Ice – Ice & Freezer truck – all ice storage boxes, on-call deliveries/needs
27. Labor – Maintenance crew – on-site crew, load-in through load-out
28. Labor – Banner Cabling - Full site installation of overhead cables – restaurant/exhibitor/sponsor banners in GT North and South Tents
29. Lighting – Full GTV site, BOH, seminar stages, Welcome Center, install to strike, ALL service, technicians
30. Merchandise Carts – as required, spec'd
31. Misters – GT North and South Tents – for cooling – install to strike, technician
32. Office Supplies – miscellaneous
33. Parking – OPS crew, per schedule – garage spaces
34. Parking – Exhibitors/Restaurants/Sponsors – per schedule – garage spaces
35. Parking – Volunteer Associates/Overflow – per schedule – garage spaces
36. Parking – SWS VIP's and management – street meters
37. Parking – Suppliers/SWS – per schedule – garage spaces
38. Parking – Car Sponsor needs – garage spaces
39. Permits – Expeditors, Engineering, Inspectors – for City of Miami Beach permitting process. Trussing, Fencing, Structures, Electrical, Plumbing, Loads
40. Permits – CMB Permits required for event operations and not waived per CMB Festival contract/agreement

41. Phone Lines / Wireless Services / ISP – all needs as required including Box Office operations, sponsor needs, BOH and Programming
42. PODS – as required
43. Production Assistants – per approved schedule
44. Production Supplies – zip ties, tools, rope, ladders, cable, materials as needed/required
45. Project Managers – per approved schedule
46. Radios – radios – all equipment, delivery, pickup, including repeater system, installation, on-site tech,
47. Security – full site. All per designated zones and approved schedule.
48. Trailers – full site needs including possible Box Office, Operations, Logistics Management Group HQ, Security, Logistics, Radio installations
49. Signage – GTV operational signage, as required
50. Signage – TriTows – repair, pickup/delivery, storage
51. Signage – poles, installation, maintenance, service, rigging, tent top banner production, and operational signage production – full site needs as directed and approved.
52. Site plan – Drafting– CAD layouts / GTV overall site as well as internals of GT north and south tents and any isolated drawings as required.
53. Sinks & Washer for prep kitchens – dishwasher personnel & sinks
54. Sound and Staging - GTV overall including stages + all audio for programming, overhead PA, tech, on-site support. Full programming production and needs as directed and approved.
55. Tents – All structures throughout site including GT North & GT South –assorted production, sponsor installations, credentials, first aid, etc. - includes all install/strike, service, maintenance.
56. Tents – All structures throughout site including Programming and GTV – Various throughout village, entrance, Welcome Center, BOH, Inventory, all install/strike, service and maintenance.
57. Trees – Greenery – Décor - trees, bushes, plants for GTV, seminar tents, additional as needed
58. Truck – Driver/Labor – all.
59. Truck – Rental – all.
60. Truck – 24' Refrigerated truck rental –sponsor, exhibitor, restaurant usage – delivery, pickup, fuel
61. Truck – 45' Refrigerated trailer rentals as needed/required
62. Truck – Freezer trailer rentals as needed/required
63. Water – all needs as directed and approved.
64. Welcome Center – Full installation and operation including shade – umbrella posts
65. All other equipment, labor, personnel, staffing, subcontracted services required to successfully build and operate the Grand Tasting Venue – as directed by Festival Managing Director.
66. LMG will contract and pay COVID mitigation vendors with full reimbursement by FIU. These items include but are not limited to PPE, signage, sanitation, tenting, flooring, labor, all products and services related to COVID mitigation as approved in submitted budget.

C. Contractor will source, negotiate fees and agreements for all of the above-referenced units of work (within budgets pre-approved by the Festival Managing Director), and further agrees to supervise and direct vendors in their respective areas of responsibility, in accordance with the overall site plan for the Grand Tasting Venue and with oversight by the Festival Managing Director. Vendors will be paid directly by the Contractor. The Festival will reimburse LMG in full for all City of Miami Beach permits and related permit expenses paid on behalf of The Festival.

D. Contractor will work directly with the City of Miami Beach, Miami-Dade County and any other governmental or regulatory agencies as needed to ensure all applicable governmental fire and safety codes, rules and regulations are strictly adhered to.

E. Any staffing required by Contractor for the Festival including but not limited to the main venue site manager (which is included within the Contractor's event management fees as outlined in Exhibit B), project managers, & production assistants (which are included in the event budgets), are provided at the sole discretion, selection and assignment of Contractor. Their roles and level of involvement will be directed by Contractor with oversight by Festival Managing Director.

F. Randi Freedman and the LMG team will be overall responsible for the satisfactory completion of deliverables outlined in this scope of work I. Randi Freedman will be on-site at her discretion for building and breakdown of the Grand Tasting, but will not be required to be on-site for the sponsor load in or actual events. She will be fully available on a 24-hour basis by phone to troubleshoot, problem solve, manage the LMG team and vendors and to liaise with The City of Miami Beach as needed.

II. Scope of Work – North Venue - same adjustments apply

A. The North Venue will include Thursday night event, Friday night event, Saturday night event and Sunday night event, events shared in the same venue footprint located at Lincoln Rd – 17th Streets on the hard-packed sand behind the hotels in the City of Miami Beach. Contractor will apply for, facilitate and provide all necessary permits.

B. Contractor will cause for the following labor, materials, equipment and other units of work to be obtained for the North Venue events:

1. Barricades – hard fence for full site, including for street closures and all BOH locations
2. Bathroom Trailers – ADA approved trailers including attendants, tanks and all service as required per schedule
3. Counters – as needed with backlit headers, all locations
4. Dumpsters – Waste – containers on site, load-in to load-out, ALL service pulls as required/needed
5. Entrance Trusses— as required, all build & installations including all banner graphics and production
6. Fencing/Vision Block/Gates – Fencing, entire site, BOH, all gates, rolling gates, installation & strike
7. Fencing –TensaBarrier, rope & stanchion, delineators and directional pylons
8. Fence Mesh – custom, as directed
9. Fire / Police / EMT – on-site services during Event as required by CMB Permits and law
10. Fire Extinguishers –for all site needs including BOH, Sponsor and Restaurant needs
11. Garbage Boxes – trash boxes, garbage bags, recycle bags, materials as required
12. Gas/Fuel – Fuel for all light/heavy equipment on-site, Gators, Bobcats, light towers, lifts, etc.
13. Gators / Bobcats – staff and vendor vehicles as required
14. Generators – Full power detail including stage/sound/lighting layout, build, distribution, operation – full site, all service, load-in, strike, refueling, tech on-site.
15. Golf Carts – per schedule
16. Heavy Equipment –scissors lifts, forklifts, light towers, all service, delivery/pickup, damage waivers
17. Ice – Ice & Freezer truck – all ice storage boxes, on-call deliveries/needs
18. Labor – Maintenance crew – on-site crew, overnight crew, load-in through load-out
19. Labor – site operations including equipment operation, trenching, etc., as required
20. Lighting – Full site including full tent truss, outside lighting, gobos, ceiling package, pin spots, truss sticks, BOH - install to strike, ALL service, technicians
21. Media walls / visual screens – LED walls, JumboTrons – as required/spec'd
22. Office Supplies – miscellaneous
23. Parking – OPS crew, Associates, vendors per schedule – garage spaces
24. Parking – Sponsor semi trailer needs – offsite
25. Performing Artists – technical riders, labor calls, BOH riders – as required and contracted
26. Permits – Expeditors – for City of Miami Beach permitting process. Engineered drawings, Trussing, Fencing, Structures, Electrical, Plumbing/Restrooms, Occupancy/Fire, Loads
27. Permits – CMB Permits required for event operations and not waived per CMB Festival contract/agreement
28. Phone Lines / Wireless Services / ISP – all needs as required including Box Office operations, sponsor needs, BOH and Programming
29. PODS – as required
30. Production Assistants – per approved schedule
31. Production Supplies – zip ties, tools, rope, ladders, cable, materials as needed/required
32. Project Managers – per approved schedule
33. Radios – radios – all equipment, delivery, pickup, including repeater system, installation, on-site tech.
34. Security – full site. All per designated zones and approved schedule.
35. Security – talent details, as required
36. Signage – NV operational signage, as required
37. Signage – poles, installation, maintenance, service, rigging, tent top banner production, and operational signage production – full site needs as directed and approved.
38. Signage Printing – print jobs for all pole banners, large format – as required
39. Site plan – Drafting– CAD layouts / NV overall site as well as internals and event specific layouts by day
40. Sound and Staging - NV overall including stage + all audio for event performances, overhead PA, tech, on-site support. Full programming production and needs as directed and approved.

41. Tents – All structures throughout site including main structure, assorted production, sponsor installations, credentials, BOH, etc. - includes all install/strike, service, maintenance
42. Trailers – full site needs including Operations, Event Managers
43. Trees – Greenery – Décor – trees, bushes, plants for NV, as needed
44. Truck – Driver/Labor – all.
45. Truck – Rental – all.
46. Truck – 24' Refrigerated truck rental –sponsor, exhibitor, restaurant usage – delivery, pickup, fuel
47. Truck – 45' Refrigerated trailer rentals as needed/required
48. Truck – Freezer trailer rentals as needed/required
49. Water – all needs as directed and approved.
50. All other equipment, labor, personnel, staffing, subcontracted services required to successfully build and operate the North Venue – as directed by Festival Managing Director.
51. LMG will contract and pay COVID mitigation vendors with full reimbursement by FIU. These items include but are not limited to: PPE, signage, sanitation, tenting, flooring, labor, all products and services related to COVID mitigation as approved in submitted budget.

C. The Contractor will source, negotiate fees and agreements for all of the above-referenced units of work (within budgets pre-approved by the Festival Managing Director), and further agrees to supervise and direct vendors in their respective areas of responsibility, in accordance with the overall site plan for the North Venue events with oversight by the Festival Managing Director. Vendors will be paid directly by the Contractor. The Festival will reimburse LMG in full for all City of Miami Beach permits and related permit expenses paid on behalf of The Festival.

D. The Contractor will also work directly with the City of Miami Beach, Miami-Dade County and any other governmental or regulatory agencies as needed to ensure all applicable governmental fire and safety codes, rules and regulations are strictly adhered to.

E. Any staffing required by Contractor for the Festival including but not limited to the north venue site manager (which is included within the Contractor's event management fees as outlined in Exhibit B), project managers, sponsorship manager, production assistants (which are included in the event budgets), are provided at the sole discretion, selection and assignment of Contractor. Their roles and level of involvement will be directed by Contractor with oversight by Festival Managing Director.

F. Randi Freedman and the LMG team will be overall responsible for the satisfactory completion of deliverables outlined in this scope of work II. Randi Freedman will be on-site at her discretion for building and breakdown of the North Venue, but will not be required on-site for the sponsor load in and actual events. She will be fully available on a 24-hour basis by phone to troubleshoot, problem solve, manage the LMG team and vendors and to liaise with The City of Miami Beach as needed.

III. Scope of Work – Additional Services

A. Contractor will provide the following additional services for four events:

1. Apply for, facilitate (including contracting for and submitting adequate architectural plans as may be required) and provide Special Event Permits for Festival Events as required by the City of Miami Beach and The City of Miami. The Festival will exercise its best efforts to provide site plans no later than Dec 1, 2020.

B. Festival may request for Contractor to provide proposals for Additional Services on an as-needed basis for event planning, production or vendor sourcing and procurement for additional Festival events or needs not contemplated by this Agreement.

C. Contractor will source, negotiate fees and agreements for the units of work required for Additional Services (following acceptance of quotes/proposed orders). All vendors will be paid directly by the Contractor.

D. From time to time Festival sponsors may request on an as-needed basis for Contractor to provide for Additional Services for elements of Sponsors' activations. Contractor agrees to notify Festival of such requests prior to implementation. Contractor acknowledges that such requests are solely between Contractor and any such Sponsor and that Festival has no financial obligation for the requests.

E. Additional Services for the 2021 Festival are subject to change and shall be subject to mutual agreement between the parties and accounted for in the annual Additional Services budget developed in accordance with this Agreement.

Exhibit "B"
Compensation Structure

I. **Fees.** As full payment for the Services provided under this Agreement, Contractor will be compensated as follows:

1. **Event Management Fees.**

- a. **2021 Event Management Fee.** Contractor will receive an event management fee for the 2021 Festival of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for the Grand Tasting Venue and FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) for the North Venue, for a combined total of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) (collectively, the "2021 Fee" or the "2021 Event Management Fee"), contingent upon acceptance of a detailed budget/breakdown of fees for the 2021 Festival and the performance of the Services as agreed upon for the 2021 Festival. The 2021 Event Management Fee will be payable according to the following schedule:

Payment No.	Payment as a percent of the 2021 Fee	Due Date
1	Twenty five percent (25%)	December 15, 2020
2	Twenty five percent (25%)	December 30, 2020
3	Twenty five percent (25%)	May 2, 2021 (Load-In Date)
4	Twenty five percent (25%)	Ten (10) days following the conclusion of the 2021 Festival

2. **Operating Expenses.** In addition to the Event Management Fees detailed in Section I(1) of this Exhibit B, Contractor will be paid for Operating Expenses, as follows:

- a. **Grand Tasting Venue.** For the Grand Tasting Venue scope of work outlined in Exhibit A, Section I, Contractor will be paid for operating expenses ("GTV Operating Expenses") based on the annual detailed GTV preliminary budget/breakdown of fees (the "GTV Budget"), which must be submitted and agreed to by Festival, the Festival Managing Director and Contractor, no later than January 30, 2021.
- i. The annual GTV Budget may be amended from time to time by mutual agreement of the Festival and Contractor as necessary to reflect changes to the scope of work. Any such amended GTV Budget shall be controlling. Any approved increases to the GTV Budget shall be payable in accordance with this Section I(2)(a).
 - ii. Contractor agrees to regularly update the annual GTV Budget and obtain written approval of changes, additions and deletions to the annual GTV Budget on a real-time basis to the Festival Managing Director.
 - iii. Contractor agrees to exercise its best efforts to utilize any in-kind donations of services or products secured by Festival to replace cash budget line items, where possible; and other cost-saving measures to maximize net revenue for FIU's Chaplin School of Hospitality & Tourism Management.
 - iv. All GTV operating expenses will be based on the written acceptance of vendor invoices that specify the goods or services at the rates each vendor is charging Contractor. Festival will require copies of the vendor invoices paid by Contractor on behalf of Festival, along with all other supporting documentation (showing either services rendered, unit pricing and quantities or proof of delivery, as appropriate). Contractor's invoice will provide a summary description and be submitted along with individual invoices that sum to the total Contractor invoice.
- b. **North Venue.** For the North Venue scope of work outlined in Exhibit A, Section II, Contractor will be paid for operating expenses ("North Venue Operating Expenses"), based on the detailed annual preliminary North Venue budget/breakdown to be agreed to by Festival, the Festival Managing Director, and Contractor ("North Venue Budget"). The North Venue Budget shall be signed by both parties and upon signature it shall be incorporated into this Agreement as Appendix 1. Any approved increases to the North Venue Budget shall be payable in accordance with this Section I(2)(b).

- i. The North Venue Budget may be amended from time to time by mutual agreement of the Festival and Contractor as necessary to reflect changes to the scope of work. Any such amended North Venue Budget shall be controlling.
 - ii. Contractor agrees to regularly update the North Venue Budget and obtain written approval of changes, additions and deletions to the annual North Venue Budget on a real-time basis to the Festival Managing Director.
 - iii. Contractor agrees to exercise its best efforts to utilize any in-kind donations of services or products secured by Festival to replace cash budget line items, where possible; and other cost-saving measures to maximize net revenue for FIU's School of Hospitality & Tourism Management.
 - iv. All North Venue operating expenses will be based on the written acceptance of vendor invoices that specify the goods or services provided at the rates each vendor is charging Contractor. Festival will require copies of the vendor invoices paid by Contractor on behalf of Festival, along with all other supporting documentation (showing either services rendered, unit pricing and quantities or proof of delivery, as appropriate) Contractor's invoice will provide a summary description and be submitted along with individual invoices that sum to the total Contractor invoice.
 - c. Payment Terms – Operating Expenses. Actual costs of outright purchases made on behalf of the Festival shall be paid in full by the Festival to Contractor upon Contractor's submission of invoices and supporting documentation to the Festival in accordance with the terms of this Agreement. Twenty-five percent (25%) payment for GTV Operating Expenses and North Venue Operating Expenses shall be paid to Contractor on December 7, 2020. An additional Twenty five percent (25%) payment for GTV Operating Expenses and North Venue Operating expenses shall be paid to Contractor on February 2, 2021. If the Festival is cancelled between March 2, 2021 and April 2, 2021, twenty-five percent (25%) of the deposits will be forfeited. If the Festival is cancelled between April 2, 2021 and April 23, 2021, fifty percent (50%) of the deposits will be forfeited. If the Festival is cancelled after April 25, 2021, the balance of the approved GTV Operating Expenses and North Venue Operating Expenses of this Agreement shall be payable following Contractor's submission of all underlying vendor invoices and supporting documentation, including the vendor invoices supporting the initial fifty percent (50%) payment for GTV Operating Expenses and North Venue Operating Expenses. Contractor invoices shall be submitted to Festival by July 1, 2021. Payment shall be made within fifteen (15) days of Festival's receipt of Contractor invoices, in accordance with this Agreement. All other compensation and fees due to Contractor will be determined from final invoices submitted to Festival by July 1, 2021.
3. **Additional Services.** As to any Additional Services awarded pursuant to Exhibit A, Section III, Contractor will be paid a fee that is based on the detailed budget/breakdown of fees for Additional Services as may be agreed to by the Festival Managing Director and Contractor.
- a. Contractor agrees to regularly update the budget for Additional Services and obtain written approval of changes, additions and deletions to the budget on a real-time basis to the Festival Managing Director. Any amended annual budget for Additional Services shall be controlling.
 - b. Contractor agrees to exercise its best efforts to utilize any in-kind donations of services or products secured by Festival to replace cash budget line items, where possible; and other cost-saving measures to maximize net revenue for FIU's School of Hospitality & Tourism Management.
 - c. The final Additional Services fee will be based on the written acceptance of quotes/proposed orders that specify services at the rates each vendor is charging Contractor (per the established budgets). FIU will require copies of vendor invoices paid by Contractor on behalf of FIU. The Contractor's invoice will provide a summary description and be submitted along with individual invoices that sum to the total Contractor invoice.
- II. **Contingency Account.** Festival agrees to establish a Contingency Account in an amount of eight percent (8%) of the combined approved total of the GTV Operating expenses and North Venue Operating Expenses as referenced in Section

I(2)(a) and (b) of this Exhibit B, above; to be used to pay for changes to the scope of the work that may be either unforeseeable or that have not yet been designed or developed at the time of execution of the Agreement. The Contingency Account shall solely be used to reimburse Contractor for the actual costs of any such changes to the work and costs approved in writing in advance. The Contingency Account shall not be chargeable as part of the total contract amount, and Contractor shall have no entitlement to any amounts therein, unless and until Contractor is directed to change the scope of work and the costs for such work are approved in writing in advance by the Festival Managing Director. Contractor shall account for and submit copies of individual invoices supporting the expenses incurred to Festival in relation to any expense reimbursement hereunder and shall be reimbursed in accordance with paragraph 7 (Reimbursement) of the Agreement. All unexpended amounts in the Contingency Account at the conclusion of the performance of the Services shall be retained by Festival.

- III. **Reimbursement.** Festival shall reimburse Contractor, either through the Contingency Account or otherwise, for any expenses not expressly contemplated within this Agreement but which may be ancillary or necessary for the execution of Festival events, provided that any such expenses are pre-approved in writing by Festival Managing Director and actually paid for or incurred by Contractor in the course of performing its obligations hereunder. Contractor shall account for and submit copies of individual vendor invoices supporting the expenses incurred to Festival in relation to any expense reimbursement hereunder and shall be reimbursed in accordance with paragraph 7 (Reimbursement) of the Agreement.
- IV. **Invoices.** Contractor invoices shall be submitted to the Festival with complete back up of vendor itemized invoices detailing quantity of products and pricing.



Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Approval of Independent Contractor Agreement , vendor Logistics Management Group

Funding Source(s): Ticket sales and sponsorship revenue (unrestricted auxiliary funds).


This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:

 FD6E60466F77417...
 Michael Cheng, Dean for the Chaplin School of
 Hospitality and Tourism Management

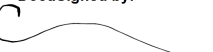
4/9/2021

 Date

DocuSigned by:

 478D526292AA4C1...
 Kenneth A. Jessell, Sr. Vice President and
 Chief Financial Officer

4/12/2021

 Date

DocuSigned by:

 7E5CBEF9E1654F6...
 Carlos B. Castillo, General Counsel

4/12/2021

 Date


 Mark B. Rosenberg, President

04/14/2021

 Date