



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

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

Livestream: <http://webcast.fiu.edu/>

Tuesday, September 14, 2021

9:00 a.m.

or

Upon Adjournment of Previous Meeting

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 | Roger Tovar |
| 2. Approval of Minutes | Roger Tovar |
| 3. Action Items | |
| FF1. Approval of Education and General Carryforward Spending Plan, Fixed Capital Outlay Budget, and related certification | Kenneth A. Jessell |
| FF2. Approval of contract #PUR-04378 for Arthur J. Gallagher Risk Management | Kenneth A. Jessell |
| FF3. Authorization to advertise for and select the construction manager for CasaCuba project and enter into contract for pre-construction services only | Kenneth A. Jessell |
| FF4. Approval of construction and installation of additional FIU-requested tenant improvements, furnishings, and fixtures, and purchase and installation of information technology equipment for FIU in Washington, D.C. leased premises located at 601 New Jersey Avenue NW, Washington, D.C. | Michelle L. Palacio
Kenneth A. Jessell |
| FF5. Approval of the execution of a Sublease Agreement with the Knight Foundation for 22,822 square feet of space on the 33rd Floor of the Southeast Financial Center, located at the Block Bounded by S.E. 2nd Street, South Biscayne Blvd, S.E. 3rd Avenue, to be used as a new location for The Knight Foundation School of Computing and Information Sciences | Kenneth G. Furton |

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

FF6. Approval of transactions greater than or equal to \$1,000,000 and less than \$3,000,000: Kenneth A. Jessell

1) *Purchase order, vendor: Apple, Inc.*

2) *Contract #PUR-01611, vendor: Triumvirate Environmental*

3) *Advance approval to purchase 40 pianos for the FIU School of Music*

FF7. Approval of additional purchase orders issued under the independent contractor agreement with the vendor Logistics Management Group Kenneth A. Jessell

4. Discussion Items (*No Action Required*)

4.1 Finance and Facilities Committee Charter Kenneth A. Jessell

4.2 Financial Performance Review, FY 2020-21 Kenneth A. Jessell

5. Reports (*For Information Only*)

5.1 Athletics Update Pete Garcia

5.2 Business Services Report Aime Martinez

5.3 Emergency Management Status Report Amy Aiken

5.4 Facilities and Construction Update John Cal

5.5 Foundation Report Andre L. Teixeira

5.6 Safety and Environmental Compliance Report Amy Aiken

5.7 Treasury Report Benjamin Jarrell

5.8 Procurement Report Kelly Loll

5.9 CasaCuba Building Update Maria Carla Chicuen

6. New Business (*If Any*) Roger Tovar

7. Concluding Remarks and Adjournment Roger Tovar

FIU Board of Trustees Finance and Facilities Committee Meeting

Time: September 14, 2021 9:00 AM - 10:30 AM EDT

Location: FIU, Modesto A. Maidique Campus, Graham Center Ballrooms | Livestream: <http://webcast.fiu.edu/>

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2021

Subject: Approval of Minutes of Meeting held June 16, 2021

Proposed Committee Action:

Approval of Minutes of the Finance and Facilities Committee meeting held on June 16, 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 June 16, 2021 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

Supporting Documentation: Minutes: Finance and Facilities Committee Meeting, June 16, 2021

Facilitator/Presenter: Roger Tovar, *Finance and Facilities Committee Vice Chair*

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FINANCE AND FACILITIES COMMITTEE
MINUTES
JUNE 16, 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 Board Chair and Finance and Facilities Committee member Dean C. Colson at 9:21 a.m. on Wednesday, June 16, 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 Roger Tovar, *Committee Vice Chair and Board Vice Chair (via Zoom)*; Cesar L. Alvarez (*via Zoom*); Dean C. Colson, *Board Chair*; Natasha Lowell (*via Zoom*); Joerg Reinhold; and Marc D. Sarnoff.

Trustees Donna J. Hrinak, Gene Prescott, and Alexander Rubido and University President Mark B. Rosenberg also were in attendance.

2. Approval of Minutes

Board Chair Colson asked that the Committee approve the minutes of the meeting held on April 21, 2021. A motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meeting held on April 21, 2021.

3. Action Items

FF1. Proposed 2021-22 University and DSO Operating Budgets

Senior Vice President and Chief Financial Officer Kenneth A. Jessell presented, for Committee review, the University and Direct Support Organizations (DSOs) Operating Budgets, totaling \$1,723.2M. He explained that increases over the prior year in terms of student financial aid and contracts and grants totaled approximately \$111M, primarily the result of Coronavirus Aid, Relief, and Economic Security (CARES) Act/Higher Education Emergency Relief Fund (HEERF) funding. He added that all other budgetary components remained relatively flat when compared to the final 2020-21 budget. He commented on legislative highlights, primarily that there was no budget reduction, salaries for faculty in non-strategic areas were capped at \$200,000, three new tuition and fee waivers were implemented, the Bright Futures \$300 semester book allowance was eliminated, and increases in employer paid retirement contributions were not funded.

Sr. VP and CFO Jessell indicated that Educational and General (E&G) funds are comprised of state appropriations and tuition and fees and that projected E&G expenditures totaled \$538.3M for the University and \$51.4M for the Herbert Wertheim College of Medicine (HWCOM). He presented an overview of University and HWCOM E&G State appropriations, noting, that while the legislature did not increase performance-based funds for the State University System (SUS), the University is slated to receive a net increase of \$600,000 over the prior year, pending Board of Governors (BOG) approval, as a result of its ranking among the SUS in terms of performance-based funding. Sr. VP and CFO Jessell mentioned that the proposed operating budget does not include increases in tuition or related fees. He delineated a historical overview of State appropriations and tuition in terms of Full-time Equivalent (FTE) student adjusted by the Consumer Price Index, highlighting that although current funding per FTE is lower than it was in 2007-08, student enrollment and graduation rates have increased as a result of the dedicated efforts of FIU faculty, staff and students.

Sr. VP and CFO Jessell remarked that the University's E&G and HWCOM's carryforward balances, less the 7% statutory requirement and the continuation of projects previously approved by the Board of Trustees is estimated at \$27M and \$9M, respectively. He added that the proposed carryforward expenditure plans for the University and HWCOM will be presented for Board of Trustees approval at the next regularly scheduled meeting. Sr. VP and CFO Jessell provided a detailed summary of key aspects of each budgetary component. He pointed out that the projected expenditure increase of \$68M in student financial aid is primarily due to the third allocation of HEERF II and that more students are eligible for Bright Futures awards. He commented on the legislative changes impacting Bright Futures eligibility requirements, adding that approximately 42,500 students will receive financial aid, including 11,800 Pell recipients.

Sr. VP and CFO Jessell reported that the increase in Auxiliary expenditures is primarily the result of growth in academic auxiliary programs, and he mentioned that sponsored research grants revenue is slightly lower than the prior year as the Office of Research and Economic Development projects less state and private funded sponsored research. He commented on Intercollegiate Athletics, noting that the increase of \$2.6M in expenditures is primarily due to additional scholarships for the basketball team and debt service interest payments. He described University support of Athletics, specifically \$2M for out-of-state waivers, \$800,000 in financial aid, and \$500,000 for Title IX programs, stating that excess of expenditures over revenue will be covered with available fund balances. Sr. VP and CFO Jessell highlighted the Activity and Service Fee, Technology Fee, Board Approved Fees, and Concessions. In response to Trustee Marc D. Sarnoff, Sr. VP and CFO Jessell explained that the Technology Fee is not subsidized and that while timing issues may delay expenditures, all related revenues will be expended. Board Vice Chair and Committee Vice Chair Roger Tovar recommended that, moving forward, the fund balances be included as part of the University budget presentations.

In terms of the requirements delineated under Florida Statutes Section 1004.28 and FIU Regulation 1502 pertaining to resources and space utilized by the University's DSOs, Sr. VP and CFO Jessell indicated that approximately 137.7 FTE of personal services and approximately 15,151 square feet of space, valued at \$414K, are utilized. Also relating to the DSOs, he added that projected expenditures are estimated at \$15.6M, of which \$6.3M will be reimbursed by the DSOs. He pointed

out that the University will provide \$1.5M in personnel and other expense support to the capital campaign in fiscal year 2021-22, noting that this represented a reduction of \$3M from the prior year.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Florida International University Board of Trustees (the BOT) approve the FIU 2021-22 University and Direct Support Organizations Operating Budgets and authorize the University President to amend the budgets consistent with Legislative, Board of Governors and BOT directives and guidelines.

In response to Trustee Natasha Lowell, Sr. VP and CFO Jessell confirmed that the E&G expenditure plan for carryforward funds will be presented to the Board of Trustees for approval at its September meeting and if approved, then to the Board of Governors.

FF2. Proposed 2021-22 Fixed Capital Outlay Budget/Capital Improvement

Sr. VP and CFO Jessell presented the proposed 2021-22 Fixed Capital Outlay Budget/Capital Improvement request for Committee review. He indicated that FIU's request for 2021-22 Public Education Capital Outlay Projects (PECO)/Capital Improvement projects totaled \$7,150,00 for the remodeling and renovation of the College of Arts, Sciences and Education building. He remarked that Capital Improvement Trust Fund (CITF) projects are paid for with the fees that students pay as part of their tuition and that said fees are designed to go to capital projects that support students. He highlighted the four CITF projects that are part of the 2021-22 request, specifically the East Loop realignment, Panther Promenade, Graham University Center expansion, and recreation fields support building.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend to the Florida International University Board of Trustees (the BOT) approval of Florida International University's 2021-22 Fixed Capital Outlay Budget and authorize the University President to amend the budget as necessary, consistent with Legislative, Florida Board of Governors' and BOT directives and guidelines.

FF3. Request for Approval of Florida International University's 2022-23 Fixed Capital Outlay Legislative Budget Request Consisting of the five-year Capital Improvement Plan

Sr. VP and CFO Jessell presented FIU's 2022-23 Fixed Capital Outlay (FCO) Legislative Budget Request consisting of the five-year Capital Improvement Plan for Committee review. He explained that the BOG's process has changed, noting that universities now can only request funding for projects that have already been approved as part of the Educational Plant Survey. He stated that the BOG will only consider for funding the top two priorities for each university, adding that FIU's priorities are Engineering Building Phase II and the Honors College. Sr. VP and CFO Jessell mentioned that FIU is presenting a total of five projects to the Board of Trustees, highlighting the remaining three projects included in the approved Educational Plant Survey, specifically the Graham University Center expansion/renovation, wellness and recreation field support building, and the wellness and recreation facilities improvements. He pointed out that the Student Government Association had approved the proposed FCO Legislative Budget Request.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend to the Florida International University Board of Trustees (the BOT) approval of FIU's 2022-23 Fixed Capital Outlay Legislative Budget Request, consisting of the five-year Capital Improvement Plan and authorize the University President to amend the Legislative Budget Request as necessary, consistent with Florida Board of Governors and BOT directives and guidelines.

FF4. Engineering Building Phase I—Amendment to Prior Budget Approval

Sr. VP and CFO Jessell presented the amendment to the prior budget approval for phase I of the Engineering Building for Committee review. He explained that phase I of the Engineering Building will be located on the northeast corner of the Modesto A. Maidique Campus and is currently in design, adding that the architect is Perkins + Will and DPR Construction is the construction manager. He commented that the total project cost of \$53.9M is comprised of \$38.9M in state appropriations and \$15M in University sponsored research and philanthropy funds. Sr. VP and CFO Jessell explained that the building, as currently designed, will contain 87,795 gross square feet on five floors and approximately 63 percent of the building will be shell space.

Sr. VP and CFO Jessell remarked that, in order to achieve FIU's planned research expenditures through 2024-25, additional research space is needed, noting that the University would like to add a sixth floor while the project is still in the design phase. He mentioned that the additional floor will provide approximately 21,080 gross square feet of shell space that will be built-out over time with sponsored research overhead funds, adding that when construction is completed, the building will contain 108,875 gross square feet. Sr. VP and CFO Jessell indicated that to accommodate the additional research space, \$9.5M in unrestricted treasury auxiliary balances will be added to the Engineering Building Phase I budget for design and construction, taking the approved budget from \$53.9M to \$63.4M. He commented that the Educational Plant Survey that was approved by the Board of Trustees (on April 21, 2021), will be amended to reflect the additional space for Engineering Building Phase I, which will be considered for BOG approval (on June 23, 2021). Sr. VP and CFO Jessell pointed out that if the amendment is approved by the BOT, it will be presented to the BOG for approval (as part of the Fixed Capital Budget approval process).

In response to Board Chair Colson, Sr. VP and CFO Jessell indicated that the \$9.5M additional request would reduce the total balance of the University's unrestricted treasury auxiliaries from \$85M to approximately \$75M.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend to the Florida International University Board of Trustees (the BOT) approval of the request to expand the size and budget of the Engineering Building Phase I from the currently approved budget of \$53.9 million to \$63.4 million to accommodate shell space for sponsored research; and recommend to the BOT approval of adjustments to the Educational Plant Survey that were approved by the BOT on April 21, 2021,

FF5. Amendment to Signature Authority - Authorization to Sign Checks for the University

Sr. VP and CFO Jessell presented Amendment to Signature Authority, Authorization to Sign Checks for the University, for Committee review. He indicated that the amendment removes Ms. Katharine A.

Brophy, FIU's current Associate Vice President and University Controller, as a legally authorized signer of checks and adds Ms. Alexandra Mirabal, Interim University Controller and Associate Vice President.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Florida International University Board of Trustees amend the Signature Authority-Authorization to sign checks to pay the legal obligations of the University from any and all designated University depositories to reflect the following changes:

Remove: Katharine A. Brophy, Associate Vice President and University Controller
Approve: Alexandra Mirabal, Interim University Controller

Sr. VP and CFO Jessell introduced Ms. Mirabal.

FF6. Approval of Contract #PUR-04000 for Grounds Maintenance, Vendor: Aramark Management Services Limited Partnership

Sr. VP and CFO Jessell presented the approval of contract #PUR-04000 for grounds maintenance with vendor Aramark Management Services Limited Partnership for Committee review. He remarked that FIU Procurement Services initiated an Invitation to Negotiation for grounds maintenance and that the (annual) cost differential between the Aramark contract and the company ranked second was nearly \$400,000.

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 Florida International University Board of Trustees (i) approve the University entering into the contract as listed and described in the Board materials, and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract and all of the documents, and take all actions, that may be necessary to effectuate the transactions contemplated in the contract.

FF7. Approval of Contracts:

- 1. #PUR-02645, Vendor: Computer Discount Warehouse (CDW-G)**
- 2. #PUR-03076, Vendor: Honorlock**
- 3. US-OMA-1375238, Vendor: Oracle America, Inc.**

Sr. VP and CFO Jessell presented the approval of the contracts with vendors Computer Discount Warehouse (CDW-G), Honorlock, and Oracle America, Inc. for Committee review and approval. He commented that FIU is issuing a PO to CDW-G for Cisco Systems SMARTnet extended service agreement that covers maintenance and support of FIU's network equipment, the piggyback agreement with Honorlock is for University-wide proctoring services, and Oracle America is providing FIU's technical support services.

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 as listed and described in the Board materials, and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts and all of the documents, and take all actions, that may be necessary to effectuate the transactions contemplated in the contracts.

FF8. Approval of the exercise of the five-year renewal option for the FIU Downtown on Brickell leased premises to be evidenced by an amendment to the existing lease agreement; and delegate to the University President the authority to negotiate and execute a Fourth Amendment to the lease agreement on behalf of the University

Sr. VP and CFO Jessell presented the five-year renewal option for the FIU Downtown on Brickell leased premises for Committee review and approval. He indicated that as part of the renewal process, the College of Business wishes to reduce the size of the leased premises by approximately 15,709 square feet, from 60,373 to 44,664. He pointed out that the annual base rent payment will decrease from \$2.36M to \$1.75M.

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 approve (1) the renewal of that certain Office Lease, dated January 12, 2011, as amended, between the Florida International University Board of Trustees and TWJ 1101, LLC, for space occupied by FIU's College of Business at 1101 Brickell Avenue, Miami, Florida; (2) simultaneous with the renewal, a reduction in the square footage of the leased premises by approximately 15,709 square feet to a new total square footage of 44,664 square feet; and (3) the delegation of authority to the University President, or designee, to negotiate and execute a Fourth Amendment on behalf of the University and all other documents that may be necessary to effectuate the transactions described above.

4. Discussion Item

4.1 Financial Performance Review, Third Quarter FY 2020-21

Sr. VP and CFO Jessell presented the University's financial performance review for the third quarter of FY 2020-21, noting that operating revenues were below estimates by \$14.4M and that operating expenses were below estimates by \$53M with a net favorable variance of \$38.6M. He also described the key drivers.

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; Foundation Report; Safety and Environmental Compliance Report; Treasury Report; Procurement Report; and CasaCuba Building Update.

6. New Business

No new business was raised.

7. Concluding Remarks and Adjournment

With no other business, Board Chair and Finance and Facilities Committee member Dean C. Colson adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Wednesday, June 16, 2021, at 10:40 a.m.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2021

Subject: Approval of Educational and General Carryforward Spending Plan, Fixed Capital Outlay Budget, and Related Certification

Proposed Committee Action:

Recommend to The Florida International University Board of Trustees (the BOT) approval of the Florida International University (FIU) Educational and General (E&G) expenditure plan for carryforward funds in accordance with State University System of Florida Board of Governors (BOG) Regulation 9.007 *State University Operating Budgets* and Florida Statute 1011.45 *End of Year Balance of Funds*; approval of the FIU Fixed Capital Outlay Budget in accordance with BOG Regulation 14.003 *Fixed Capital Outlay Budgets – University Budgeting Procedures*; and authorize the University Chief Financial Officer to certify the unexpended amount of funds appropriated to the University from the General Revenue Fund, the Educational Enhancement Trust Fund, and the Education/General Student and Other Fees Trust Fund as of June 30, 2021 and the Fixed Capital Outlay budget; and authorize the University President to amend the BOT carryforward expenditure plan and fixed capital outlay budget as necessary and report to the BOT and the BOG any amendments to the spending plans in a format prescribed by the BOG Office of University Budgets.

Background Information:

Carryforward Spending Plan

Beginning in 1985, State University System (SUS) institutions received statutory authority to carry forward unexpended E&G funds in the current year operating budget and include these funds in the operating budget the following year. Carryforward fund balances are used for activities such as, but not limited to, student success, potential budget reductions, anticipated increases in university operations and prior-year encumbrances. During the 2019 legislative session, Florida Statute 1011.45 was amended to provide greater specificity on allowable expenditures from E&G carryforward fund balances and BOG Regulation 9.007 has been amended to reflect these changes. Authorized expenditures in an E&G Carryforward Spending Plan may include:

- *Maintenance of a minimum carryforward balance of 7 percent (previously 5 percent)*
- *BOT approval of an expenditure plan for carryforward balances in excess of the 7 percent minimum*
- *BOG review and approval of the BOT carryforward expenditure plan*
- *Authorized expenditures in the E&G carryforward expenditure plan may include:*
 - *Commitment of funds to a PECO project that has received a prior appropriation in order to complete the project*
 - *Completion of a renovation, repair, or maintenance project up to \$5 million per project*
 - *Replacement of a minor facility not exceeding 10,000 square feet up to \$2 million*

- *Completion of a remodeling or infrastructure project that is survey recommended up to \$10 million*
- *Completion of a repair or replacement project necessary due to damage caused by a natural disaster for buildings*
- *Operating expenditures that support the university mission and that are nonrecurring*
- *Any purpose specified by the board or in the General Appropriations Act*

The E&G expenditure plan shall include the estimated cost per planned expenditure and a timeline for completion of the expenditure. Additionally, F.S. 1011.45 now requires the chief financial officer of each university to certify annually, by September 30, the unexpended amount of funds appropriated to the university from the General Revenue Fund, the Educational Enhancement Trust Fund, and the Education/General Student and Other Fees Trust Fund as of June 30 of the previous year. F.S. 1011.45 also allows the university to spend the minimum carryforward balance of 7 percent if a demonstrated emergency exists and the plan is approved by the university's board of trustees and the Board of Governors. In accordance with F.S. 1011.45 and BOG Regulation 9.007, any amendments to the approved E&G carryforward spending plan during the fiscal year shall be reported to the Board of Governors in a format prescribed by the Board's Office of University Budgets.

The E&G carryforward fund balance as of July 1, 2021, net of accounts receivables, accounts payables, and deferred student tuition and fees, totals \$99,474,922 for the University and \$20,127,574 for the Herbert Wertheim College of Medicine (HWCOC). After the 7 percent statutory reserve of \$39,403,482 for the University and \$3,622,783 for HWCOC, and \$2,773,650 of encumbrances for the University, the carryforward spending plans total \$57,297,790 for the University and \$16,504,791 for HWCOC.

Fixed Capital Outlay Projects

The 2021-22 Fixed Capital Outlay Budget includes both new projects as well as projects previously approved and authorized by the BOT and BOG where expenditures will take place in 2021-22.

For the Engineering Building Phase 1 project, currently in design, \$12 million in additional project budget is requested to address estimated construction cost increases based upon preliminary design. The architect for the project is Perkins + Will and the construction manager is DPR. The requested budget will help address market increases in construction costs due to increases in both labor and materials and an increase in gross square feet from 108,875 to 120,700. The authority to commit the additional budget is conditional upon the identification of funding and BOT approval of the final project budget.

In accordance with BOG instructions, FIU's FCO Outlay Budget identifies the following items for each fixed capital project:

- *Project Title/Name:* Title or name of all currently active and all proposed FCO projects
- *Project Description:* Description of the project
- *Total Project Cost:* Anticipated hard and soft costs to complete the facility
- *Funding Source and Amount:* Authorized and available for the project
- *Funds Expended to Date:* Amount expended prior to June 30, 2021
- *Funds to be Expended this Year:* Amount expenditures planned for 2021-22
- *Remaining Balance:* Estimated balance as of June 30, 2022
- *Projected Timeline:* Start date and estimated completion date

Supporting Documentation: University and HWCOM Carryforward Spending Plans
University Fixed Capital Outlay Budget
State University System of Florida Board of Governors 2021-22 Fixed Capital, Operating & Carryforward Budget Certification
Florida Statute 1011.45, *End of Year Balance of Funds*
BOG Regulation 9.007, *State University Operating Budgets and Requests*
BOG Regulation 14.003, *Fixed Capital Outlay Projects—University Budgeting Procedures*
Funding Certification Form

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Florida International University
Education and General
Carryforward Spending Plan Summary
Approved by University Board of Trustees
Balances and Spending Plans as of July 1, 2021

	<u>University E&G</u>	<u>Medical School</u>	<u>Grand Total : University Summary</u>
A. Beginning E&G Carryforward Balance - July 1, 2021 :			
Cash	\$ 94,175,252	\$ 21,129,085	\$ 115,304,337
Investments	\$ -	\$ -	\$ -
Accounts Receivable	\$ 16,539,517	\$ 10,366	\$ 16,549,883
Less: Accounts Payable	\$ 9,860,447	\$ 995,977	\$ 10,856,424
Less: Deferred Student Tuition & Fees	\$ 1,379,400	\$ 15,900	\$ 1,395,300
B. Beginning E&G Carryforward Balance (Net of Payables/Receivables/Deferred Fees) :	\$ 99,474,922	\$ 20,127,574	\$ 119,602,496
C. Fiscal Year 2020-2021 E&G Carryforward Encumbrances Brought Forward	\$ 2,773,650	\$ -	\$ 2,773,650
D. 7% Statutory Reserve Requirement (1011.45(1) F.S.):	\$ 39,403,482	\$ 3,622,783	\$ 43,026,265
E. E&G Carryforward Balance Less 7% Statutory Reserve Requirement (Amount Requiring Approved Spending Plan) :	\$ 57,297,790	\$ 16,504,791	\$ 73,802,581
F. * Restricted / Contractual Obligations			
Restricted by Appropriations	\$ 1,448,473	\$ 3,950,903	\$ 5,399,376
University Board of Trustees Reserve Requirement	\$ -	\$ -	\$ -
Restricted by Contractual Obligations :			
Compliance, Audit, and Security			
Compliance Program Enhancements	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ -	\$ -	\$ -
Academic and Student Affairs			
Student Services, Enrollment, and Retention Efforts	\$ -	\$ -	\$ -
Student Financial Aid	\$ 334,700	\$ 2,138,788	\$ 2,473,488
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ -	\$ -	\$ -
Faculty Research and Public Service Support and Start-Up Funding	\$ 3,087,913	\$ 4,706,115	\$ 7,794,028
Library Resources	\$ -	\$ -	\$ -
Facilities, Infrastructure, and Information Technology			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ -	\$ -	\$ -
Minor Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 6,828,118	\$ 700,874	\$ 7,528,992
Major Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 2,769,755	\$ -	\$ 2,769,755
Other UBOT Approved Operating Requirements			
Coronavirus/COVID -19 Related Expenditures (Should agree with restricted column total on "Details - Covid-19" tab)	\$ -	\$ -	\$ -
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ 398,700	\$ -	\$ 398,700
Contingencies for a State of Emergency Declared by the Governor (SB 72)	\$ -	\$ -	\$ -
Operating Restricted : (Should agree with restricted column totals on "Details-Operating" tab)	\$ 5,269,786	\$ 10,795,806	\$ 16,065,592
FCO Restricted : (Should agree with restricted column totals on "Details-Fixed Capital Outlay" tab)	\$ 9,597,873	\$ 700,874	\$ 10,298,747
Coronavirus/COVID-19 Restricted: (Should agree with restricted column totals on "Details - COVID-19" tab)	\$ -	\$ -	\$ -
Grand Total Restricted / Contractual Funds :	\$ 14,867,659	\$ 11,496,680	\$ 26,364,339
G. * Commitments			
Compliance, Audit, and Security			
Compliance Program Enhancements	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ 319,754	\$ -	\$ 319,754
Academic and Student Affairs			
Student Services, Enrollment, and Retention Efforts	\$ 200,000	\$ -	\$ 200,000
Student Financial Aid	\$ 490,281	\$ -	\$ 490,281
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ 802,424	\$ -	\$ 802,424
Faculty Research and Public Service Support and Start-Up Funding	\$ 5,802,890	\$ -	\$ 5,802,890
Library Resources	\$ -	\$ -	\$ -
Facilities, Infrastructure, and Information Technology			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ 1,787,755	\$ 450,000	\$ 2,237,755
Minor Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 18,565,189	\$ 3,137,292	\$ 21,702,481
Major Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 6,892,870	\$ 24,794	\$ 6,917,664
Other UBOT Approved Operating Requirements			

Coronavirus/COVID-19 Related Expenditures (Should agree with committed column total on "Details - Covid-19" tab)

	\$	-	\$	-	\$	-
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$	7,068,968	\$	1,396,025	\$	8,464,993
Contingencies for a State of Emergency Declared by the Governor (SB 72)	\$	500,000	\$	-	\$	500,000
					\$	-
Operating Commitments : (Should agree with committed column total on "Details-Operating" tab)	\$	16,972,072	\$	1,846,025	\$	18,818,097
FCO Commitments : (Should agree with committed column total on "Details-Fixed Capital Outlay" tab)	\$	25,458,059	\$	3,162,086	\$	28,620,145
Coronavirus/COVID-19 Commitments: (Should agree with committed column totals on "Details - COVID-19" tab)	\$	-	\$	-	\$	-
Grand Total Commitments :	\$	42,430,131	\$	5,008,111	\$	47,438,242
H. Available E&G Carryforward Balance as of July 1, 2021:	\$	-	\$	-	\$	-

* Please provide supplemental **detailed descriptions** for these multiple-item categories in sections E, F, and G for operating, fixed capital outlay, and COVID-19 spending plans using Board of Governors templates provided (use worksheet tabs for "Details" included with this file).

Notes :

1. Florida Polytechnic University amounts include the Phosphate Research Trust Fund.
2. **2019 Senate Bill 190 amended 1011.45 F.S.** regarding university Education & General carryforward minimum reserve balances, reporting requirements, and allowable uses. 1011.45(2) states that *"Each university that retains a state operating fund carry forward balance in excess of the 7 percent minimum shall submit a spending plan for it's excess carry forward balance. The spending plan shall be submitted to the university's board of trustees for review, approval, or if necessary, amendment by September 1, 2020, and each September 1 thereafter. The Board of Governors shall review, approve, and amend if necessary, each university's carry forward spending plan by October 1, 2020, and each October 1 thereafter."* 1011.45(3) adds *"A university's carry forward spending plan shall include the **estimated cost per planned expenditure and a timeline for completion of the expenditure.**"* Three additional tabs are provided with this file to allow reporting of university detailed expenditure plans for each planned expenditure or project, a completion timeline, and amount budgeted for expenditure during the reporting fiscal year.

Florida International University

2021-2022 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)

Pursuant to 1011.45, Florida Statutes

July 1, 2021

Lines shaded in gray represent new line items, i.e. not previously approved by the University Board of Trustees and Florida Board of Governors in prior years

			Budget				Project Timeline			Comments/Explanations
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2021	COMMITTED Committed Balance as of July 1, 2021	E&G Carryforward Amount Budgeted for Expenditure During FY22	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1.	Restricted by Appropriations	Information Technology Funds	173,381	173,381	-	162,189	5	4	2023	Space rental contract through FY 2022-23. This is a rental agreement for space used by our computer science program, and is key to our continuing to meet the goals set by FLBOG in the IT Performance program. Renting this space allowed for the immediate expansion of computer science degree programs and gives us the ability to plan for the eventual opening of the new FIU Engineering Building. In addition to scholarships, computer equipment, and materials and supplies.
2.	Restricted by Appropriations	FIUnique	474,182	474,182	-	474,182	1	1	2022	Summer instruction, learning assistants, scholarships, book stipends, student events and activities, office expenses, and furniture
3.	Restricted by Appropriations	World Class Faculty & Scholars Program	800,910	800,910	-	800,910	1	1	2022	Renovating and refurbishing classrooms and teaching laboratories; combining existing space to make larger active learning classrooms; and creating study spaces
Restricted by Appropriations Total			1,448,473	1,448,473	-	1,437,282				
4.	Campus Security and Safety Enhancements	Police department: vehicles; training; equipment and supplies	255,537	-	255,537	255,537	1	1	2022	Equipment and supplies include radios, batteries, and weapons
5.	Campus Security and Safety Enhancements	Emergency operations center: emergency preparedness supplies; vehicle; furnishings; and maintenance and repairs of emergency equipment	64,217	-	64,217	64,217	1	1	2022	
Campus Security and Safety Enhancements Total			319,754	-	319,754	319,754				
6.	Student Services, Enrollment, and Retention Efforts	Temporary personnel to assist the Student Conduct and Academic Integrity Office with additional caseloads	150,000	-	150,000	150,000	1	1	2022	
7.	Student Services, Enrollment, and Retention Efforts	Student training software which will inform student groups about hazing prevention and mental health	25,000	-	25,000	25,000	1	1	2022	
8.	Student Services, Enrollment, and Retention Efforts	Temporary personnel to assist the Office of Veteran and Military Affairs	20,000	-	20,000	20,000	1	1	2022	
9.	Student Services, Enrollment, and Retention Efforts	Creation of website in preparation for launch of World Centers in Colombia and Italy	5,000	-	5,000	5,000	1	1	2022	
Student Services, Enrollment, and Retention Efforts Total			200,000	-	200,000	200,000				
10.	Student Financial Aid	Scholarships for Graduate School, College of Business, and College of Law	490,281	-	490,281	490,281	1	1	2022	
11.	Student Financial Aid	Institutional aid for undergraduate merit scholarship programs, e.g. Gold and Blue scholarships	334,700	334,700	-	334,700	1	1	2022	
Student Financial Aid Total			824,981	334,700	490,281	824,981				
12.	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Develop industry competency recognition for micro-credentialing/badging and 21st century workforce initiatives	789,595	-	789,595	789,595	1	1	2022	Professional services for external consultant as part of the Work, Learn, Earn Strategic Planning Project; development of the interprofessional committee online course; computer equipment, web design and printing services

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			Budget				Project Timeline			Comments/Explanations
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2021	COMMITTED Committed Balance as of July 1, 2021	E&G Carryforward Amount Budgeted for Expenditure During FY22	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
13.	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Adjunct faculty, faculty overloads, and learning assistants	12,829	-	12,829	12,829	1	1	2022	
Faculty/Staff, Instructional and Advising Support and Start-up Funding Total			802,424	-	802,424	802,424				
14.	Faculty Research and Public Service Support and Start-Up Funding	Post-doctorate faculty and graduate assistants	4,142,648	-	4,142,648	4,142,648	1	1	2022	Hire post-doctorate faculty to gain experience with seasoned research faculty and in the process to assist the faculty in conducting their research; Enhance the graduate student experience and supplement in-class learning by assisting faculty with research. Post-doctorate faculty are faculty with one-year contracts; graduate assistants are temporary employees
15.	Faculty Research and Public Service Support and Start-Up Funding	Start-up funding for researchers	3,087,913	3,087,913	-	3,087,913	1	1	2022	
16.	Faculty Research and Public Service Support and Start-Up Funding	Adam Smith Center for Economic Freedom	898,969	-	898,969	898,969	1	1	2022	This center was initially funded in fiscal year 2021-22 and started operations during the latter part of the year. The carry forward balance will be used for visiting fellows and other one-time start up costs.
17.	Faculty Research and Public Service Support and Start-Up Funding	Graduate assistant bonuses	710,490	-	710,490	710,490	1	1	2022	
18.	Faculty Research and Public Service Support and Start-Up Funding	Research equipment and supplies	50,782	-	50,782	50,782	1	1	2022	
Faculty Research and Public Service Support and Start-Up Funding Total			8,890,803	3,087,913	5,802,890	8,890,803				
19.	Information Technology (ERP, Equipment, etc.)	Network Management System (NMS) Hardware Refresh	1,787,755	-	1,787,755	1,787,755	1	1	2022	Ethernet line card, CISCO switches, centralized diagnostics of devices, external batteries, voice services phones and hardware
Information Technology (ERP, Equipment, etc.) Total			1,787,755	-	1,787,755	1,787,755				
20.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Faculty bonuses per collective bargaining agreement	3,050,000	-	3,050,000	3,050,000	1	1	2022	
21.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Professional services	722,051	-	722,051	722,051	1	1	2022	Various non-recurring professional services such as capital campaign video production and paid media, consultants to backfill vacant positions, export controls, IT and media services for events, and development of credentialing courses
22.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Outside Legal Counsel	664,284	-	664,284	664,284	1	1	2022	Outside legal counsel services retained on a case by case basis
23.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Refresh existing computer equipment and other office equipment, materials and supplies across various areas	610,232	-	610,232	610,232	1	1	2022	
24.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Repairs and maintenance	532,263	-	532,263	532,263	1	1	2022	Maintenance and repair of elevators, fence, common spaces, and other requirements that may arise during the year; replace plumbing shop tools and maintenance vehicles
25.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Accessibility compliance	424,643	-	424,643	424,643	1	1	2022	Make course materials compliant with federal accessibility requirements: hire graduate assistants to tag videos and images in course materials; closed captioning; communication of accessibility services; project team bonuses
26.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Branding, marketing, and communications services	398,700	398,700	-	398,700	1	1	2022	BOT Strategic Plan for integrated branding, marketing, and communications services, and other media contracts. One-year contract.

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			Budget				Project Timeline			Comments/Explanations
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2021	COMMITTED Committed Balance as of July 1, 2021	E&G Carryforward Amount Budgeted for Expenditure During FY22	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
27.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Diversity, equity, and inclusion activities, office equipment, materials and supplies, and furnishings	341,408	-	341,408	341,408	1	1	2022	Professional services for marketing material development and workshops; professional development; employee recognition and bonuses for special projects; office equipment, materials and supplies; and furnishings
28.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Professional development and travel	287,515	-	287,515	287,515	1	1	2022	
29.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Renovations and furniture and equipment for various areas which provide student support	220,000	-	220,000	220,000	1	1	2022	
30.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	FIU Geopolitical Summit and President's Lecture Series	100,000	-	100,000	100,000	1	1	2022	Guest speakers at lecture series hosted by the President
31.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Temporary employment and temporary pay across various areas	75,255	-	75,255	75,255	1	1	2022	
32.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Hurricane Irma recovery expenses	34,278	-	34,278	34,278	1	1	2022	Completion of repairs to infrastructure which sustained damage due to Hurricane Irma
33.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Plant nursery to enhance Office of Sustainability internship programs	7,041	-	7,041	7,041	1	1	2022	
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)			7,467,668	398,700	7,068,968	7,467,668				
34.	Contingencies for a State of Emergency Declared by the Governor (SB 72)	Hurricane, pandemic, catastrophe reserve	500,000	-	500,000	500,000	1	1	2022	Pre-impact and /or post-impact expenses in the event of a hurricane, pandemic, or catastrophe
Contingencies for a State of Emergency Declared by the Governor (SB 72) Total			500,000	-	500,000	500,000				
			-	-	-	-				
Total as of July 1, 2021: *			\$ 22,241,858	\$ 5,269,786	\$ 16,972,072	\$ 22,230,667				

*Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

Florida International University
2021-2022 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Plans)
Pursuant to 1011.45, Florida Statutes
July 1, 2021

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Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Description	Project(s) Cost to be Funded from Current Year E&G Carryforward Balance	Restricted	Committed	E&G Carryforward Funds Budgeted for Expenditure During FY22	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted Balance As of July 1, 2021	Committed Balance As of July 1, 2021		Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1	Minor, < \$2M: Renovation, Repair or Maintenance	Campus Wide Lighting Visionary Study	AE Services for campus-wide lighting visioning study (Phase 1) at MMC, BBC & EC	\$6,383	\$0	\$6,383	\$6,383	2	2	2022	
2	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Pedestrian Walkways Blue Light Emergency Poles	Install blue light poles with emergency call boxes along pedestrian walkways at BBC	\$77,714	\$0	\$77,714	\$77,714	2	2	2022	
3	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Academic 1 Building Renovations of Lab Rooms	Renovations to the Mastery Labs rooms 217, 226, and 226A	\$4,586	\$0	\$4,586	\$4,586	2	2	2022	
4	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Academic Center 1 Building Office Renovation	Fabrication and installation of sign for room 160 and renovation of room 193	\$98,502	\$82,084	\$16,418	\$98,502	2	2	2022	
5	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Academic 2 Building Passenger Elevators (2) Upgrades/Modernization	Upgrades due to aged conditions and needed repairs, replacement of hydraulic jacks, and interior cab modernization	\$215,119	\$161,665	\$53,454	\$215,119	2	2	2022	
6	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Academic 2 Building Envelope and Structural Repairs	Building envelope, roof and structural repairs due to water intrusion	\$1,900,000	\$1,739,162	\$160,838	\$1,900,000	2	2	2022	
7	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Academic 2 Building Renovation/Remodeling of Rooms	Renovation/Remodeling of rooms 200-209	\$64	\$0	\$64	\$64	2	2	2022	
8	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Hubert Library Building Room Renovation	Room 112 CAT lab renovation	\$31	\$0	\$31	\$31	2	2	2022	
9	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Hubert Library Building 1st & 2nd Floor Fire Alarm & Renovation Design Services	Install fire alarm in room 115 Igloo Theater and design renovation of space on 2nd floor for collection exhibit space	\$172	\$0	\$172	\$172	2	2	2022	
10	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Hospitality Management Building Room Renovation	Room 133 renovation	\$3,064	\$0	\$3,064	\$3,064	2	2	2022	
11	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Kovens Conference Center Building Loading Dock Restoration (Engineering Design Only)	A/E services to determine the cost to repair damaged loading dock and restore asphalt	\$178	\$0	\$178	\$178	2	2	2022	
12	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Physical Plant Building Conference Room Upgrade	Replace outdated conference room furniture and equipment	\$61	\$0	\$61	\$61	2	2	2022	
13	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Wolfe University Center Building Lactation Room	A/E design services for the creation of a lactation room on the first floor of the building	\$9,623	\$0	\$9,623	\$9,623	2	2	2022	
14	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Wolfe University Center Building Storefront Replacement	Replacement of room 355 damaged storefront	\$30	\$0	\$30	\$30	2	2	2022	
15	Minor, < \$2M: Renovation, Repair or Maintenance	BBC Wolfe University Center Building Lighting Upgrades and Storefront Replacement	Install lighting upgrades in room 253, 255, 257 and replace storefront at room 255	\$61,449	\$0	\$61,449	\$61,449	2	2	2022	
16	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 1 Building Envelope and Structural Repairs	Building envelope, roof and structural repairs due to water intrusion	\$235,844	\$144,299	\$91,545	\$235,844	2	2	2022	
17	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 1 Building Various Room Renovations	Renovation of Genetic labs rooms 221-222	\$1,267	\$0	\$1,267	\$1,267	2	2	2022	
18	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2 Building Envelope and Structural Repairs	Building envelope, roof and structural repairs due to water intrusion	\$288,874	\$140,544	\$148,330	\$288,874	2	2	2022	
19	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 3 Building Room Renovations	Relocate unforeseen electrical conduit & repair additional drywall at rooms 505A and 506A	\$48	\$0	\$48	\$48	2	2	2022	
20	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 4 Building Lab Compressor Room 119	Installation of a compressor in lab room 119	\$277	\$0	\$277	\$277	2	2	2022	
21	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 4 Building Emergency Receptacles	Provide emergency receptacles at room 243	\$55	\$0	\$55	\$55	2	2	2022	
22	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 4 & 5 Buildings Exterior Walls Remediation	Perform remediation plus clean & paint exterior walls of both buildings	\$502,000	\$456,541	\$45,459	\$502,000	2	2	2022	
23	Minor, < \$2M: Renovation, Repair or Maintenance	Bird Basin Gate Repair	repair of damaged fence gate at the Bird Basin Property Site	\$733	\$0	\$733	\$733	2	2	2022	
24	Minor, < \$2M: Renovation, Repair or Maintenance	Campus Master Plan	Consulting Services for the development of the 2015-2030 Campus Master Plan	\$586,580	\$406,800	\$179,780	\$586,580	2	2	2022	
25	Minor, < \$2M: Renovation, Repair or Maintenance	College of Communications, Architecture and the Arts @ MANA in Wynwood	Funding to conduct A/E, MEP & ADA analysis to renovate CARTA space at 1st Floor of MANA Building in Wynwood	\$23	\$0	\$23	\$23	2	2	2022	

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Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Description	Project(s) Cost to be Funded from Current Year E&G Carryforward Balance	Restricted	Committed	E&G Carryforward Funds Budgeted for Expenditure During FY22	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted Balance As of July 1, 2021	Committed Balance As of July 1, 2021		Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
26	Minor, < \$2M: Renovation, Repair or Maintenance	College of Arts, Sciences & Education Building Various Rooms & Labs Renovations	Room/lab renovations rooms 162, 212 230-238, 251, 256-257, 261, 263-265, 442A, and 451 plus empty conduit connection to PG 4	\$332,914	\$0	\$332,914	\$332,914	2	2	2022	Additional funding in FY 2021-22
27	Minor, < \$2M: Renovation, Repair or Maintenance	College of Business Complex Building Wheelchair Lift	A/E services for the assessment of the need for a wheelchair lift in auditorium room 155	\$87	\$0	\$87	\$87	2	2	2022	
28	Minor, < \$2M: Renovation, Repair or Maintenance	College of Health Building Mold Remediation	Remediate mold, replace window caulking and perform exterior waterproofing	\$13,785	\$0	\$13,785	\$13,785	2	2	2022	
29	Minor, < \$2M: Renovation, Repair or Maintenance	College of Chemistry & Physics Building Mold Remediation	Remediate mold & replace damaged drywall in various rooms on the 1st floor, window caulking and perform exterior waterproofing	\$41,786	\$8,295	\$33,491	\$41,786	2	2	2022	
30	Minor, < \$2M: Renovation, Repair or Maintenance	College of Chemistry & Physics Building Classroom/Lab Renovations/Upgrades	Renovate rooms/labs 336, 348-349, 391A and install 11 new Ethernet data ports, activate 6 ports plus power supply, control module, smoke & surge detectors	\$34,512	\$0	\$34,512	\$34,512	2	2	2022	Additional funding in FY 2021-22
31	Minor, < \$2M: Renovation, Repair or Maintenance	Campus Services Complex Building Envelope Repairs	Building envelope, roof and structural repairs due to water intrusion	\$225,244	\$0	\$225,244	\$225,244	2	2	2022	
32	Minor, < \$2M: Renovation, Repair or Maintenance	Campus Services Complex Outdoor Compound Boat Tie-downs	Design and install boat tie-downs in the CSC Compound for the Southeast Environmental Research Center boat fleet	\$31,746	\$0	\$31,746	\$31,746	2	2	2022	
33	Minor, < \$2M: Renovation, Repair or Maintenance	Campus Services Complex Building 3rd & 4th Floor Renovations Repairs	Renovation of offices, conference rooms, and all circulation areas on the 3rd and 4th floors of the CSC building	\$6,204	\$1,335	\$4,868	\$6,204	2	2	2022	
34	Minor, < \$2M: Renovation, Repair or Maintenance	Center for Translational Science Building at Port St Lucie Lab Renovations	Replacement of the autoclave and cage washer and renovations to multiple labs on the 2nd floor	\$1,295,879	\$394,283	\$901,596	\$1,295,879	2	2	2022	
35	Minor, < \$2M: Renovation, Repair or Maintenance	Deuxieme Maison Building Concrete Walkway Canopy Repairs	Engineering Services for repairs to concrete covered walkway connecting Deuxieme Maison and Green Library Buildings	\$157	\$0	\$157	\$157	2	2	2022	
36	Minor, < \$2M: Renovation, Repair or Maintenance	Deuxieme Maison Building Lab Renovation	Install new VCT flooring in lab room 249	\$9,589	\$0	\$9,589	\$9,589	2	2	2022	
37	Minor, < \$2M: Renovation, Repair or Maintenance	Division 25 Engineering for HVAC Systems	Provide engineering review Division 25 & vendor selection consultation for controls on HVAC systems	\$87	\$0	\$87	\$87	2	2	2022	
38	Minor, < \$2M: Renovation, Repair or Maintenance	Engineering Center Building Upgrades & Renovations of Offices, Circulation Areas, and Workspaces	Upgrade or renovate CEC Offices, Deans Office, Library Area, Lobbies, Advising Offices, Lactation Suite, and Multipurpose Conference Room	\$306,304	\$0	\$306,304	\$306,304	2	2	2022	Additional funding in FY 2021-22
39	Minor, < \$2M: Renovation, Repair or Maintenance	Engineering Center Building Upgrades & Renovations of Labs, Equipment, and Electrical Needs	Upgrade or renovate IOT Labs, Computer Lab, MME Lab Cubicles, Lab Tube Furnace, Lab Work & Nag Locks, rooms 1278, 2300, 2825, 2840, 2965, and 3435	\$232,609	\$0	\$232,609	\$232,609	2	2	2022	Additional funding in FY 2021-22
40	Minor, < \$2M: Renovation, Repair or Maintenance	Engineering Center Building Exterior Precast and Fenced Area Repairs	Repair precast at ground level due to vehicular traffic and fence outside area for student activities	\$5,824	\$0	\$5,824	\$5,824	2	2	2022	
41	Minor, < \$2M: Renovation, Repair or Maintenance	Engineering Center Building Panther Pit Improvements	Renovate and improve the Panther Pit area including A/V upgrades for student gathering and study areas	\$255,597	\$0	\$255,597	\$255,597	2	2	2022	Additional funding in FY 2021-22
42	Minor, < \$2M: Renovation, Repair or Maintenance	Engineering Center Building Restroom Renovations Phase 1	Renovate and update restrooms on the outer areas of the building interior and address all code and ADA issues due to these improvements	\$788,587	\$476,014	\$312,574	\$788,587	2	2	2022	
43	Minor, < \$2M: Renovation, Repair or Maintenance	FIU Arena Convocation Center Building Data Conduit	Install conduit as requested by the University Technology Services department	\$86	\$0	\$86	\$86	2	2	2022	
44	Minor, < \$2M: Renovation, Repair or Maintenance	FIU I-75 Metropolitan Center Building Room Renovation	Plans review, inspections and administration services for the renovation of Room 339 at the FIU Metropolitan Center	\$5,823	\$0	\$5,823	\$5,823	2	2	2022	
45	Minor, < \$2M: Renovation, Repair or Maintenance	Graham Center Building Mold Remediation	Remediate mold issue in the Graham Center room 140	\$1,396	\$0	\$1,396	\$1,396	2	2	2022	
46	Minor, < \$2M: Renovation, Repair or Maintenance	Graham Center Building Various Office and Storefront Renovations	Renovate rooms 211, 212, 216, 219E, 265, 267,311, 314 plus storefront replacement at room 216 & 219 and fire horn strobes synchronization in the building	\$123,087	\$15,082	\$108,005	\$123,087	2	2	2022	Additional funding in FY 2021-22
47	Minor, < \$2M: Renovation, Repair or Maintenance	Greek House 2 Forts Installation	Provide engineering services to install 3 Elite Fort System modular building outside of Greek House 2	\$1,643	\$0	\$1,643	\$1,643	2	2	2022	
48	Minor, < \$2M: Renovation, Repair or Maintenance	Green Library Building Escalator Upgrade and Modernization	A/E design services and new escalators replacements at the Green Library Building	\$570,978	\$515,935	\$55,043	\$570,978	2	2	2022	

Lines shaded in gray represent new funding for line items, i.e. not previously approved by the University Board of Trustees and Florida Board of Governors in prior years

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Description	Project(s) Cost to be Funded from Current Year E&G Carryforward Balance	Restricted	Committed	E&G Carryforward Funds Budgeted for Expenditure During FY22	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted Balance As of July 1, 2021	Committed Balance As of July 1, 2021		Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
49	Minor, < \$2M: Renovation, Repair or Maintenance	Green Library Building Offices and Lab renovations	Add Track Lighting and turnstiles at the GL 2nd Floor plus renovate lab rooms 230A, 230B, 230C, 230D and office room 474 and remodel rooms 195A & 195B	\$172,514	\$0	\$172,514	\$172,514	2	2	2022	Additional funding in FY 2021-22
50	Minor, < \$2M: Renovation, Repair or Maintenance	Green Library Building Mold Remediation	Mold remediation at the GL Building 2nd & 4th floors	\$318,108	\$289,926	\$28,181	\$318,108	2	2	2022	Additional funding in FY 2021-22
51	Minor, < \$2M: Renovation, Repair or Maintenance	Life Safety and Utility Services at Multiple Campuses and Building Locations	Fire alarm repairs and T-link verification/repairs at various campuses and multiple locations	\$5,028	\$0	\$5,028	\$5,028	2	2	2022	Additional funding in FY 2021-22
52	Minor, < \$2M: Renovation, Repair or Maintenance	MMC ALPR and Bollard Installations at Various Locations on Campus	Installations of ALPR poles for vehicle license plate recognition and needed bollards throughout campus	\$14,180	\$0	\$14,180	\$14,180	2	2	2022	
53	Minor, < \$2M: Renovation, Repair or Maintenance	Management and Advanced Research Building Office and Floor Renovations	General 4th floor area and 2nd floor office rooms 236 & 238 renovations	\$91,853	\$23,593	\$68,260	\$91,853	2	2	2022	
54	Minor, < \$2M: Renovation, Repair or Maintenance	Management and Advanced Research Building Standing and Cubicle Dividers	Install standing dividers and cubicle dividers as needed in rooms 210, 220A, and 514C	\$1,836	\$0	\$1,836	\$1,836	2	2	2022	
55	Minor, < \$2M: Renovation, Repair or Maintenance	Medina Aquarius Building Repair and Re-roofing	Exterior wall repair and re-roofing of the Medina Aquarius Building	\$2,231	\$0	\$2,231	\$2,231	2	2	2022	
56	Minor, < \$2M: Renovation, Repair or Maintenance	Miami Beach Urban Studies, College of Communications, Architecture and the Arts Conduit Installation	Installation of conduit for University Technology Services including penetrating concrete slabs & exterior walls	\$280	\$0	\$280	\$280	2	2	2022	
57	Minor, < \$2M: Renovation, Repair or Maintenance	Owa Ehan Building Mold Remediation	Mold remediation at OE room 129	\$483	\$0	\$483	\$483	2	2	2022	
58	Minor, < \$2M: Renovation, Repair or Maintenance	Owa Ehan Building Various Lab Renovations	Renovation of lab rooms 165, 291-293, 314A, 316, and 321B and the cooler in lab room 265	\$1,003,595	\$0	\$1,003,595	\$1,003,595	2	2	2022	Additional funding in FY 2021-22
59	Minor, < \$2M: Renovation, Repair or Maintenance	Operations/Utilities Building at the Engineering Center Indoor & Outdoor Work	Renovate cold spray lab, repair fence, remove/replace exterior concrete slab, install outlets in rooms105-107, remove concrete specimen in room 125B	\$109,230	\$0	\$109,230	\$109,230	2	2	2022	Additional funding in FY 2021-22
60	Minor, < \$2M: Renovation, Repair or Maintenance	Engineering for Artificial Turf Installation in an outdoor area near Parkview 1 Building	Provide engineering design for artificial turf installation East of Parkview Garage & South of Parkview Building	\$1,509	\$0	\$1,509	\$1,509	2	2	2022	
61	Minor, < \$2M: Renovation, Repair or Maintenance	Primera Casa Building Electrical Main and Distribution Service	Engineering design services for switchgear retrofit of the electrical main at the PC Building	\$2,325	\$0	\$2,325	\$2,325	2	2	2022	
62	Minor, < \$2M: Renovation, Repair or Maintenance	Primera Casa Building Fire Alarm Systems Renewal	Upgrade and renewal of the outdated fire alarm system in the PC Building	\$2,000,000	\$1,277,715	\$722,285	\$2,000,000	2	2	2022	
63	Minor, < \$2M: Renovation, Repair or Maintenance	Primera Casa Building Various Space Renovations	Renovation of the 1st & 5th floor lobbies, and office rooms 120-122, 130, 220, 223, 318, 318A, 318B, 322, 410A, 410B, 415, 507, 507A, 510, 525A	\$20,862	\$0	\$20,862	\$20,862	2	2	2022	
64	Minor, < \$2M: Renovation, Repair or Maintenance	Primera Casa Building Soundproofing of 2 Offices	Install soundproofing in rooms 231A & 231B	\$1,075	\$0	\$1,075	\$1,075	2	2	2022	
65	Minor, < \$2M: Renovation, Repair or Maintenance	Paul Cejas School of Architecture Building Computer Lab Renovation	Renovation of the computer lab room 180 at the PCA building	\$377	\$0	\$377	\$377	2	2	2022	
66	Minor, < \$2M: Renovation, Repair or Maintenance	Parking Garage 4 Building NW Side Conduits for Computer Labs	Install conduit at the NW side of PG 4 for computer science labs in the building	\$2,764	\$0	\$2,764	\$2,764	2	2	2022	
67	Minor, < \$2M: Renovation, Repair or Maintenance	Parking Garage 5 Building Classroom Renovations	Renovations of classrooms 153 and 155 in the PG 5 Building	\$182,396	\$0	\$182,396	\$182,396	2	2	2022	
68	Minor, < \$2M: Renovation, Repair or Maintenance	Parking Garage 6 Building Classroom Lab Renovations	Renovations of the Merit classroom lab and the Embrace classroom lab in the PG 6 Building	\$12,411	\$0	\$12,411	\$12,411	2	2	2022	
69	Minor, < \$2M: Renovation, Repair or Maintenance	Plinth Groundbreaking Josh Richardson Memorial Plaza	Site engineering and design for the Josh Richardson Memorial Plaza	\$64,200	\$0	\$64,200	\$64,200	2	2	2022	
70	Minor, < \$2M: Renovation, Repair or Maintenance	University Preserve Site Area Upgrades	Upgrades to include clearing of vegetation and soil & installation mulch as needed	\$1,718	\$0	\$1,718	\$1,718	2	2	2022	
71	Minor, < \$2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Law Building Indoor and Outdoor Renovations	Renovate lounge, kitchen & exterior courtyards	\$3,773	\$0	\$3,773	\$3,773	2	2	2022	
72	Minor, < \$2M: Renovation, Repair or Maintenance	Reagan House Building Generator Assessment	Generator assessment for the upgrade replacement needed for code compliance	\$2,725	\$0	\$2,725	\$2,725	2	2	2022	
73	Minor, < \$2M: Renovation, Repair or Maintenance	Road Improvement on SW 113th Avenue Between SW 11th & SW 14th Streets near the Recreation Center Building	Installation of pavers to from SW 11th Street to SW 14th Street on SW 113th Avenue to complete the road up to the Arena Convocation Center	\$29,082	\$0	\$29,082	\$29,082	2	2	2022	
74	Minor, < \$2M: Renovation, Repair or Maintenance	Ryder Building Mold Assessment	Perform environmental duct cleaning, PURE-Steam cleaning & deep environmental topical mold treatment to 9 AHU's	\$113,952	\$37,780	\$76,171	\$113,952	2	2	2022	Additional funding in FY 2021-22

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Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Description	Project(s) Cost to be Funded from Current Year E&G Carryforward Balance	Restricted	Committed	E&G Carryforward Funds Budgeted for Expenditure During FY22	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted Balance As of July 1, 2021	Committed Balance As of July 1, 2021		Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
75	Minor, < \$2M: Renovation, Repair or Maintenance	Student Athletics Academic Center Building Renovations	Perform code compliance for ADA access, create an awards wall and perform needed electrical work in rooms 151 & 135B plus upgrade locks & cameras	\$80,551	\$0	\$80,551	\$80,551	2	2	2022	Additional funding in FY 2021-22
76	Minor, < \$2M: Renovation, Repair or Maintenance	Student Academic Success Center Building Interior and Exterior Repairs and Upgrades	Perform needed Repairs to the exterior stairs, apply shade film to windows in lobby areas, and install window shades in rooms 326 and 331	\$249,576	\$228,900	\$20,676	\$249,576	2	2	2022	Additional funding in FY 2021-22
77	Minor, < \$2M: Renovation, Repair or Maintenance	School of International and Public Affairs Building Lighting and Electrical	Install new LED lighting in SIPA room 125 and conduit for data drops in SIPA room 420	\$5,978	\$0	\$5,978	\$5,978	2	2	2022	
78	Minor, < \$2M: Renovation, Repair or Maintenance	Repair of Emergency Speaker Conduit near the Soccer Stadium	Electrical Services to repair the conduit for the emergency and life safety speaker system	\$326	\$0	\$326	\$326	2	2	2022	
79	Minor, < \$2M: Renovation, Repair or Maintenance	Restoration of SW 8th UCPP Bridge Project	Required restoration of the portion of SW 8th Street as part of the University City Prosperity Project Bridge	\$12,310	\$0	\$12,310	\$12,310	2	2	2022	Additional funding in FY 2021-22
80	Minor, < \$2M: Renovation, Repair or Maintenance	SW 10th Street & SW 107th Avenue Video Board Installation	Install new video board at the campus entrance on SW 10th Street & 107th Avenue	\$5,073	\$0	\$5,073	\$5,073	2	2	2022	
81	Minor, < \$2M: Renovation, Repair or Maintenance	SW 14th Street Road and Sidewalk Improvements	Safety improvements required for the road & sidewalk between the Graham University Center and the Student Academic Success Center	\$61,174	\$0	\$61,174	\$61,174	2	2	2022	
82	Minor, < \$2M: Renovation, Repair or Maintenance	University Park Pedestrian Connection Between 3 Campus Buildings	Create a pedestrian connection between MANGO, RDB Law, and PG 3 Buildings to make a safe and secure walkway for faculty, staff, & students	\$16,654	\$0	\$16,654	\$16,654	2	2	2022	
83	Minor, < \$2M: Renovation, Repair or Maintenance	Viertes Haus Building ADA Entrance Door and Exhaust Vent Repairs	Patch vinyl tile after storefront installation at room 110 and design services to reconfigure secondary exhaust vent ducting at room 307	\$32	\$0	\$32	\$32	2	2	2022	
84	Minor, < \$2M: Renovation, Repair or Maintenance	West 1 Building Roof Evaluation	A/E services to evaluate roof structure for code compliance issues	\$4,802	\$0	\$4,802	\$4,802	2	2	2022	
85	Minor, < \$2M: Renovation, Repair or Maintenance	Wertheim Conservatory North Building Evaluation for Repairs & Signage	A/E design services to determine required repairs at the Wertheim Conservatory North Building due to prior storm damages; install exterior sign	\$7,006	\$0	\$7,006	\$7,006	2	2	2022	
86	Minor, < \$2M: Renovation, Repair or Maintenance	Wolfsonian Museum Building Passenger Elevator Upgrade Modernization	Required upgrades and modernization of the passenger elevator at the Wolfsonian Museum Building on Miami Beach	\$290,181	\$246,191	\$43,990	\$290,181	2	2	2022	
87	Minor, < \$2M: Renovation, Repair or Maintenance	Wolfsonian Museum Building Exhibits Demolition and High Density Storage Study	Perform exhibition demolition at the 6th & 7th floors plus structural engineering services for high density storage	\$1,032	\$0	\$1,032	\$1,032	2	2	2022	
88	Minor, < \$2M: Renovation, Repair or Maintenance	Wolfsonian Museum Annex Building Exterior Hardening	Provide structural assessment, perform electrical needs, and install storm shutters for all windows to harden the building	\$24,465	\$0	\$24,465	\$24,465	2	2	2022	
89	Minor, < \$2M: Renovation, Repair or Maintenance	Ziff Education Building Renovations	Renovate and install signage for the Ziff Building 2nd floor	\$1,260	\$0	\$1,260	\$1,260	2	2	2022	
90	Minor, < \$2M: Renovation, Repair or Maintenance	Multiple Campuses and Various Site Location	Repairs at multiple campus site locations	\$921	\$0	\$921	\$921	2	2	2022	Additional funding in FY 2021-22
91	Minor, < \$2M: Renovation, Repair or Maintenance	Multiple Campuses and Various Site Location Structural Recertifications	Structural assessments and recertifications of various buildings on all campuses and locations as needed	\$380,000	\$0	\$380,000	\$380,000	1	1	2022	
92	Minor, < \$2M: Renovation, Repair or Maintenance	MMC and BBC renovations in various building labs and auditoriums	Renovations as needed of various building labs and auditoriums on both the MMC and BBC locations	\$367,778	\$0	\$367,778	\$367,778	1	1	2022	
93	Minor, < \$2M: Renovation, Repair or Maintenance	Primera Casa Building Office Renovation	Remove dividing wall between rooms 519J and 519K	\$10,470	\$0	\$10,470	\$10,470	1	1	2022	
94	Major, \$2M-\$5M: Renovation, Repair or Maintenance	FIU Government Relations Office Project Renovation	Project management service and schematic design services for the Government Relations DC Office renovation	\$197,375	\$43,600	\$153,776	\$197,375	2	2	2022	
95	Minor, < \$2M: Renovation, Repair or Maintenance	Center for Translational Science renovation of Translational Neuroscience Labs	Renovation of 2 Translational Neuroscience Labs to expand lab capabilities and meet new researcher(s) specific needs	\$1,152,625	\$0	\$1,152,625	\$576,313	2	1	2023	
96	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2 renovation of RM 290 - Herbert Wertheim College of Medicine	Renovation to make two tissue culture rooms in current space for new hire in Human and Molecular Genetics	\$200,000	\$0	\$200,000	\$200,000	1	1	2022	
97	Minor, < \$2M: Renovation, Repair or Maintenance	Biscayne Bay Campus College of Arts, Sciences and Education Ecotoxicology and Risk Assessment Lab 1 Renovations	Renovation of Biology lab to increase capacity for motion capture tank and canopy required for new research project of current faculty	\$400,000	\$0	\$400,000	\$400,000	1	1	2022	

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Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Description	Project(s) Cost to be Funded from Current Year E&G Carryforward Balance	Restricted	Committed	E&G Carryforward Funds Budgeted for Expenditure During FY22	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted Balance As of July 1, 2021	Committed Balance As of July 1, 2021		Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
98	Minor, < \$2M: Replacement of minor facility (< or = 10,000 gsf)	West 7 Building Evaluation, Demolition and Replacement	A/E design services plus CM construction for the demolition and for replacement of the West 7 Surplus Warehouse	\$1,808,783	\$88,575	\$1,720,208	\$958,783	3	2	2023	
99	Minor, < \$2M: Renovation, Repair or Maintenance	Engineering Center Building Restroom Renovations Phase 2	Renovate and update restrooms on the inner areas of the building interior and address all code and ADA issues due to these improvements	\$1,704,792	\$0	\$1,704,792	\$1,704,792	1	1	2022	Additional funding of \$164,882 in FY 2021-22
100	Minor, < \$2M: Renovation, Repair or Maintenance	Engineering Center Operations/Utilities Building Restroom Renovations	Required renovations of the restroom at the Operations/Utility Building	\$757,364	\$0	\$757,364	\$757,364	1	1	2022	
101	Minor, < \$2M: Renovation, Repair or Maintenance	Multiple Campuses and Various Site Location	Budgeted funds provided for emergency mold remediation projects University wide	\$1,500,000	\$0	\$1,500,000	\$1,500,000	1	1	2022	
102	Minor, < \$2M: Renovation, Repair or Maintenance	Paul Cejas School of Architecture Building Structural Repairs	Repair exterior concrete cracks plus update of engineering study and GC proposal	\$250,000	\$0	\$250,000	\$250,000	1	1	2022	
103	Minor, < \$2M: Renovation, Repair or Maintenance	Wertheim Conservatory North Building Restoration	Restoration of the North Green House Building severely deteriorated, plus renewal of power distribution, HVAC ventilation, window sealing, and exterior irrigation	\$920,000	\$0	\$920,000	\$920,000	1	1	2022	
104	Minor, < \$2M: Renovation, Repair or Maintenance	Kovens Conference Center Loading Dock Asphalt Repairs	Repair asphalt in loading dock	\$150,000	\$0	\$150,000	\$150,000	1	1	2022	
105	Minor, < \$2M: Renovation, Repair or Maintenance	Green Library Building HVAC and Telecom Rooms Hardening	Design and perform HVAC renovations in the telecom room as part of the 1st year hardening for the GL Building room 172	\$6,139	\$0	\$6,139	\$6,139	2	2	2022	
106	Minor, < \$2M: Renovation, Repair or Maintenance	Primera Casa Building HVAC Improvements and Hardening	Enclose exterior HVAC system and perform electrical improvements as part of the 1st year hardening for the PC building room 205	\$46,481	\$24,146	\$22,335	\$46,481	2	2	2022	
107	Minor, < \$2M: Renovation, Repair or Maintenance	Primera Casa Building Ground Floor UPS Protection and Hardening	Install new impact resistant roll-up door enclosures for the protection of ground floor UPS room as part of the 1st year hardening for the PC Building	\$31,729	\$25,654	\$6,075	\$31,729	2	2	2022	
108	Minor, < \$2M: Renovation, Repair or Maintenance	Parking Garage 5 Building Backup Generator for the Emergency Operation Center Hardening	Install a new backup generator for the expanded EOC on the 2nd floor of he garage as part of the 1st year hardening for the PG 5 Building	\$1,407,921	\$0	\$1,407,921	\$1,407,921	2	2	2022	
109	Minor, < \$2M: Renovation, Repair or Maintenance	University Wide UHF Radio Communication Network Hardening	Install new radio towers/equipment to expand the area coverage during an emergency as part of the 1st year hardening of the UHF Radio Network	\$672	\$0	\$672	\$672	2	2	2022	
110	Minor, < \$2M: Renovation, Repair or Maintenance	Primera Casa Building Hazard Mitigation (Federal Grant Cost Share) Hardening	Minor Project for the hardening of the Primera Casa building Hazard Mitigation (Federal Grant Cost Share)	\$904,732	\$0	\$904,732	\$452,366	2	1	2023	
* Total Minor Carryforward As July 1, 2021 :				\$25,393,307	\$6,828,118	\$18,565,189	\$23,514,628				

Major Carryforward Projects (>\$2M) ¹											
111	Major, \$2M-\$5M: Renovation, Repair or Maintenance	CasaCuba Building Supplement	A/E services to provide legal description for the new CasaCuba Building to be constructed on the main campus	\$103	\$0	\$103	\$103	TBD	2	TBD	
112	Major, \$2M-\$5M: Renovation, Repair or Maintenance	BBC Lift Station Replacement	Relocate and replace aged lift station to meet the needs of the campus growth	\$1,975,979	\$1,467,283	\$508,696	\$1,975,979	2	2	2022	
113	Major, \$2M-\$10M: Completion of Remodeling or Infrastructure	Emergency Operations Center Expansion in PG 5 Building	Funding for the design and construction of the expansion of the Emergency Operations Center in PG-5	\$61,747	\$22,485	\$39,262	\$61,747	2	2	2022	
114	Major, \$2M-\$5M: Renovation, Repair or Maintenance	Tamiami Residence Hall Building outdoor area	Supplemental funding for the installation of emergency blue poles	\$18,864	\$0	\$18,864	\$18,864	2	2	2022	
115	Major, \$2M-\$5M: Renovation, Repair or Maintenance	Chemistry & Physics Building HVAC and Controls Conversion	A/E & Construction Services for the refurbishment of the HVAC and controls conversion from pneumatic to digital, plus new air handlers and VAV requirements	\$4,420,425	\$0	\$4,420,425	\$4,420,425	2	2	2022	Additional funding of \$605,506 in FY 2021-22
116	Major: Completion of a PECO project	School of International and Public Affairs II Building	Supplemental funding for the Construction of + the Construction Services Reimbursement (CSR) of the new SIPA II Building on the main campus	\$1,841,521	\$0	\$1,841,521	\$1,841,521	2	2	2022	Additional funding of \$1,398,561 in FY 2021-22
117	Major, \$2M-\$5M: Renovation, Repair or Maintenance	Wellness and Health Outdoor Walkway Track near the Green Library Building	Installation of a Wellness & Health Walkway Track around the lake north of the Green Library	\$1,343,986	\$1,279,987	\$63,999	\$1,343,986	2	2	2022	
* Total Major Carryforward As July 1, 2021 :				\$9,662,625	\$2,769,755	\$6,892,870	\$9,662,625				

1. As defined in Board of Governors Regulation 14.003(2).

Fixed Capital Outlay Totals :	\$35,055,932	\$9,597,873	\$25,458,059	\$33,177,253
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* Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

Florida International University

2021-2022 University E&G Carryforward Spending Plans - Supplemental Details (COVID - 19)

Pursuant to 1011.45, Florida Statutes

July 1, 2021

Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Budget				Project Timeline			Comments/Explanations
			Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2021	COMMITTED Committed Balance as of July 1, 2021	E&G Carryforward Amount Budgeted for Expenditure During FY22	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1.			-	-	-	-				
2.			-	-	-	-				
3.			-	-	-	-				
4.			-	-	-	-				
5.			-	-	-	-				
Totals as of July 1, 2021: *			\$ -	\$ -	\$ -	\$ -				

*Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

Florida International University - Medical School

2021-2022 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)

Pursuant to 1011.45, Florida Statutes

July 1, 2021

Lines shaded in gray represent new line items, i.e. not previously approved by the University Board of Trustees and Florida Board of Governors in prior years

			Budget				Project Timeline			Comments/Explanations
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2021	COMMITTED Committed Balance as of July 1, 2021	E&G Carryforward Amount Budgeted for Expenditure During FY22	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1.	Restricted by Appropriations	Primary Care Residency Program	3,950,903	3,950,903	-	27,700	5	1	2027	Fiscal year 2021-22 expenditures include recruitment travel of \$22.0K and program accreditation fees of \$5.7K. Funding is reserved for resident allowances, annual recruitment travel, one-time IT equipment, and curriculum and wellness services. Year 1 residents are expected to commence in academic year 2022-23.
2.	Student Financial Aid	Medical students need and diversity based admissions scholarships	2,138,788	2,138,788	-	2,138,788	1	1	2022	
3.	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research - C. Dimitroff	1,806,526	1,806,526	-	200,000	3	3	2022	Fiscal year 2021-22 budget of \$1.8M represents the remaining balance of \$3.0M start-up funds. These funds will not be fully utilized in fiscal year 2021-22 as the PI has received continuation of funds on a grant and will maximize the use of grant funding prior to use of start-up funds in E&G Carry Forward. The employment contract allows unused balances to be made available after the end of the initial term at the Dean's discretion.
4.	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - K. Abbott	311,255	311,255	-	155,627	3	2	2023	Balance remaining on start-up funds.
5.	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - Anderson	150,000	150,000	-	50,000	3	1	2024	Start up commitment is for \$50k over three years and another \$50k for two more years depending on progress of grant funding
6.	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - Movilla and lab renovation	416,486	416,486	-	416,486	3	1	2024	Budget includes equipment, \$200K, lab move and core research supplies along with \$170K in lab renovation, and \$23k in architect fees.
7.	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - Sackstein - including purchase of equipment and lab supplies - TGIF lab	2,021,848	2,021,848	-	427,498	4	2	2024	Balance remaining on start-up funds for Dr. Sackstein. Includes \$427K in equipment purchases.
8.	Information Technology (ERP, Equipment, etc.)	Technology equipment purchases, repairs and Electronic Medical Records (EMR) software	450,000	-	450,000	450,000	1	1	2022	Includes \$50K for computer refresh and \$400K for new EMR software
9.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Professional development	79,000	-	79,000	79,000	1	1	2022	Faculty and staff professional development, \$70K; RISE awards, \$9K
10.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Repairs and maintenance of classrooms	100,000	-	100,000	100,000	1	1	2022	Miscellaneous repairs
11.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Furniture and fittings for Academic Health Center Room 170 active learning studio	217,025	-	217,025	217,025	1	1	2022	Tables, chairs, and flooring for Academic Health Center 170 active learning classroom
12.	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Furniture and fittings for Anatomy Laboratory	1,000,000	-	1,000,000	1,000,000				
Total as of July 1, 2021: *			\$ 12,641,831	\$ 10,795,806	\$ 1,846,025	\$ 5,262,125				

*Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

Florida International University - Medical School
2021-2022 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Plans)
Pursuant to 1011.45, Florida Statutes
July 1, 2021

Lines shaded in gray represent new funidng for line items, i.e. not previously approved by the University Board of Trustees and Florida Board of Governors in prior years

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Description	Project(s) Cost to be Funded from Current Year E&G Carryforward Balance	Restricted	Committed	E&G Carryforward Funds Budgeted for Expenditure During FY22	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted Balance As of July 1, 2021	Committed Balance As of July 1, 2021		Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
MS1	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 1, Room Upgrades	Provide electrical needs for a freezer in room 403	\$13	\$0	\$13	\$13	2	2	2022	
MS2	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Room Renovation	Renovate Active Learning Classroom 170	\$838,153	\$700,874	\$137,279	\$838,153	2	2	2022	
MS3	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Room Remodel/Renovate Classroom	Remodel/ and Convert room 180 to an Active Learning Studio	\$1,500,000	\$0	\$1,500,000	\$1,500,000	1	1	2022	
MS4	Minor, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Room Remode	Remodel and Expand Room 155 to a Wet Anatomy Lab	\$1,500,000	\$0	\$1,500,000	\$1,500,000	1	1	2022	
				* Total Minor Carryforward As July 1, 2021 :	\$3,838,166	\$700,874	\$3,137,292	\$3,838,166			
Major Carryforward Projects (>\$2M) ¹											
MS4	Major, \$2M-\$10M: Completion of Remodeling or Infrastructure	Ambulatory Care Center Facility	Completion of building punch list/close out negotiations.	\$24,794	\$0	24,794	\$24,794	2	2	2022	
				* Total Major Carryforward As July 1, 2021 :	\$24,794	\$0	\$24,794	\$24,794			
1. As defined in Board of Governors Regulation 14.003(2).				Fixed Capital Outlay Totals :	\$3,862,960	\$700,874	\$3,162,086	\$3,862,960			
* Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.											

Florida International University - Medical School
2021-2022 University E&G Carryforward Spending Plans - Supplemental Details (COVID - 19)
Pursuant to 1011.45, Florida Statutes
July 1, 2021

Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Budget				Project Timeline			Comments/Explanations
			Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2021	COMMITTED Committed Balance as of July 1, 2021	E&G Carryforward Amount Budgeted for Expenditure During FY22	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1.			-	-	-	-				
2.			-	-	-	-				
3.			-	-	-	-				
4.			-	-	-	-				
5.			-	-	-	-				
Totals as of July 1, 2021: *			\$ -	\$ -	\$ -	\$ -				

*Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

State University System

Education & General Carryforward Spending Plan

Reporting Definitions

I. Carryforward Spending Plan - Budgetary Category Definitions

	Unpaid balances remaining in active purchase orders, travel authorizations, etc., to be paid using E&G carryforward funds. May also include nonrecurring employee compensation amounts through the end of the current fiscal year.
1. Encumbrances	
2. 7% Statutory Reserve Requirement	Required E&G reserve requirement per 1011.45 F.S. - amends previous 1011.40 F.S. requirement. Based on percentage of state operating budget.
3. Restricted/Contractual Obligations	Should generally be supported by documentation that memorializes an agreement with another party (e.g. contract, offer letter, construction contract/project number, etc.).
4. Commitments	Monies designated for a specific purpose which are not yet encumbered/contracted/restricted. Discretion may still be exercised with respect to the use of these funds.
5. University Board of Trustees Reserve Requirement	The amount of unrestricted funds set aside by the University Board of Trustees to address critical, unforeseen, or non-discretionary items that require immediate funding, such as unanticipated or uninsured catastrophic events, unforeseen contingencies, state budget shortfalls, or university revenue shortfalls.
6. Restricted by Appropriations	Funds appropriated by the Legislature for a specific purpose or intended use as identified by law or through legislative work papers.
7. Compliance Program Enhancements	Initiatives associated with being in compliance with federal law, state law, Board of Governors Regulations or any other entity with which the University must comply.
8. Audit Program Enhancements	Initiatives associated with implementing audit programs of the institution.
9. Campus Security and Safety Enhancements	The support of campus security and/or safety issues, such as the recruitment of police officers, vehicles, equipment, and investments which promote security and safety at the institution. This issue may also include mental health counseling and services.
10. Student Services, Enrollment, and Retention Efforts	Funds to promote student success through supporting student services programs, addressing enrollment, and assisting with retention efforts to support timely graduation.
11. Student Financial Aid	Funds allocated to reduce student costs and to provide an opportunity to obtain a degree in an affordable and timely fashion.
12. Faculty/Staff Instructional and Advising Support and Start-Up Funding	Funds identified to support instructional and advising activities, and/or start-up packages for new faculty. Start-up packages are often expended over a multi-year period.
13. Faculty Research and Public Service Support and Start-Up Funding	Funds identified to support research and public service, and any associated start up funding- Start-up packages are often expended over a multi-year period.
14. Library Resources	Materials and database access required to support programs of study and research.
15. Utilities	Support of nonrecurring utility costs throughout the university.
16. Information Technology (ERP, Equipment, Etc.)	Funds to improve operational productivity, educational improvements, and technological innovation, implementation and/or maintenance of ERP systems, and technological equipment purchases.
17. Other Operating Requirements	Other expenditures/projects that support the university's mission, are nonrecurring in nature, and are approved by the university board of trustees.
18. Contingencies for a State of Emergency Declared by the Governor	A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. 252.36, Florida Statutes.

**State University System
Education & General Carryforward Spending Plan
Reporting Definitions**

- | | |
|---|---|
| 19. PECO Projects - Supplemental Funds to Complete Projects That Received Previous Appropriation | Commitment of funds to a public education capital outlay project for which an appropriation has previously been provided that requires additional funds for completion and which is included in the list required by s. 1001.706(12)(d), Florida Statutes. This category is valid for both major and minor carryforward projects. |
| 20. Completion of Renovation, Repair, or Maintenance Project up to \$5M | For projects that are consistent with the provisions of s. 1013.64(1), Florida Statutes, up to \$5 million per project. Refer to Board of Governors Regulation 14.001 for the definitions of renovation, repair, and maintenance. This category is valid for both major and minor carryforward projects. |
| 21. Replacement of Minor Facility (< 10,000 gsf) up to \$2M | Replacement of minor facility project that does not exceed 10,000 gross square feet in size, up to \$2 million. This category is valid for minor carryforward projects. |
| 22. Completion of a Survey-Recommended Remodeling or Infrastructure Project (Including DRS Schools) up to \$10M | Completion of a remodeling or infrastructure project, including a project for a developmental research school, up to \$10 million per project, if such project is survey recommended pursuant to s. 1013.31, Florida Statutes. Refer to Board of Governors Regulation 14.001 for the definition of remodeling. This category is valid for both major and minor carryforward projects. |

II. Column Definitions for Use With Details Tabs

- | | |
|---|---|
| 1. Carryforward Spending Plan Category | Functional category brought forward from the Carryforward Spending Plan reporting template. Categories are defined in Section I of this document. |
| 2. Specific Expenditure/ Project Title/Name | Detailed title of planned expenditure item or project, with sufficient details to be tracked individually through the expenditure cycle to completion. |
| 3. Total Amount to be Funded from Current Year E&G Carryforward Balance | The total estimated cost to be paid from current-year beginning E&G carryforward balance for the specific expenditure item or project. |
| 4. E&G Carryforward Amount Budgeted for Expenditure During FY21 | This column represents the current budgetary year's estimated disbursement of E&G carryforward towards the total planned expenditure item or project. |
| <u>Project Timeline</u> | |
| 5. Estimated Completion Date | Estimated date (year) for full expenditure of E&G carryforward funds for the specific expenditure plan item or project. |
| 6. Current Expenditure Year # | The current year in the project completion timeline, e.g. year 2 of a 4 year project. Input is number only. |
| 7. Total # Years of Expenditure per Project | The total number of years over which the expenditure item / project will span. |
| 8. Comments/Explanations | Additional information to assist the user of the report including, but not limited to, a description of the expenditure item / project and how it supports the university's mission and operations. |

Other Definitions

- | | |
|--------------------------|--|
| 9. Nonrecurring | Nonrecurring guidelines as vetted and approved by the Council for Administrative and Financial Affairs (CAFA) can be found on the Board of Governors' website. |
| 10. Coronavirus/COVID-19 | The use of E&G carryforward funds to address various university costs associated with COVID-19. |

Florida International University

FIXED CAPITAL OUTLAY BUDGET for Fiscal Year 2021-22

(per Section 1013.61, F.S. and Board Reg. 14.003)

Lines shaded in gray represent new funding for line items, i.e. not previously approved by the University Board of Trustees and Florida Board of Governors in prior years

CFSP item #	Category	Project Title/Name	Description	Total Project(s) Cost	Funding Source(s)		Funds Expended to Date	Funds to be Expended this Year	Remaining Balance	Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	Education & General (E&G) Operating Projects											
	Consolidated line item of all FCO/capitalized projects funded from E&G operating funds, pursuant to Board regulations 14.003(2)(a) and 9.001. No individual project exceeds \$1M. This is a single line item in both Operating and FCO budgets.						\$0		\$0	Not Applicable		
	Minor Carryforward (CF) Projects											
	Consolidated line item of all FCO projects with a cost of less than \$2M funded from E&G CF funds, pursuant to Board regulation 14.003(2)(b). Includes replacement of facilities less than 10,000 gross sf. This is a single line item in both Operating and FCO budgets. For a detailed listing of projects, refer to the E&G Carryforward Spending Plan (CFSP).				\$25,393,307	E&G CF Funds	\$25,393,307	\$0	\$23,514,628	\$1,878,679	Refer to detail in Carryforward Spending Plan	
	Major Carryforward (CF) Projects											
	Any FCO project funded in whole or in part from CF funds, where total individual FCO project cost exceeds \$2M , pursuant to Board regulation 14.003(2)(c).				\$12,755,626	E&G CF Funds	\$12,755,626	\$3,093,001	\$9,662,625	\$0		
					\$298,529	E&G CF Funds MS	\$298,529	\$273,735	\$24,794	\$0		
111	CasaCuba Building Supplement	Center to foster global understanding and collaboration on Cuban and Cuban-American affairs		\$48,778,000	E&G CF Funds Donations Grants Total:	\$2,970 \$4,042,890 \$2,750,000 \$6,795,860	\$2,868 \$49,224 \$171,322 \$223,414	\$103 \$206,612 \$222,018 \$428,733	\$0 \$3,787,053 \$2,356,661 \$6,143,714	TBD	TBD	BT 925 - Design phase only (Note: the Total Project Cost includes an estimated maintenance endowment of \$14,500,000 to operate and maintain building)
112	Biscayne Bay Campus Lift Station Improvements	Replace existing, insufficient, aging lift station		\$3,108,022	E&G CF Funds PECO Auxiliary Total:	\$1,979,569 \$198,668 \$929,785 \$3,108,022	\$3,590 \$174,005 \$0 \$177,595	\$1,975,979 \$24,663 \$929,785 \$2,930,427	\$0 \$0 \$0 \$0	11/1/2021	1/31/2022	Project end date extended due supply chain issues in obtaining PVC pipe
113	Emergency Operations Center Expansion in PG 5 Building	Funding for the design and construction of the expansion of the Emergency Operations Center in Parking Garage 5		\$8,335,491	E&G CF Funds Auxiliary Auxiliary Total:	\$2,502,178 \$1,121,732 \$4,711,579 \$8,335,489	\$2,440,431 \$1,080,897 \$2,927,548 \$6,448,876	\$61,747 \$40,835 \$1,784,031 \$1,886,613	\$0 \$0 \$0 \$0	11/12/2019	11/30/2021	BT 923
114	Tamiami Residence Hall Building (originally a/k/a Parkview 2)	New 697 private bedroom style residence hall		\$95,461,784	E&G CF Funds Auxiliary Bonds Total:	\$18,864 \$21,069,464 \$74,373,456 \$95,461,784	\$0 \$6,320,542 \$40,007,709 \$46,328,251	\$18,864 \$14,748,922 \$34,365,748 \$49,133,534	\$0 \$0 \$0 \$0	4/11/2019	4/30/2022	BT 892
115	Chemistry & Physics Mold Phase 2 Conversion of Pneumatic to DDC Controls	Upgrades and conversion of HVAC controls to control humidity and condensation issues causing mold issues		\$4,500,750	E&G CF Funds Total:	\$4,500,750 \$4,500,750	\$80,325 \$80,325	\$4,420,425 \$4,420,425	\$0 \$0	11/15/2019	6/30/2022	
116	School of International & Public Affairs 2 (a/k/a SIPA II) Building Supplement	Supplement to PECO project to construct School of International and Public Affairs 2 Building		\$41,333,011	E&G CF Funds PECO Auxiliary Donations Total:	\$2,298,561 \$12,701,439 \$5,534,299 \$17,250,000 \$37,784,299	\$457,040 \$2,783,294 \$0 \$1,951,381 \$5,191,715	\$1,841,521 \$9,918,145 \$5,534,299 \$15,298,619 \$32,592,584	\$0 \$0 \$0 \$0 \$0	1/30/2019	6/30/2022	BT 887
117	MMC Wellness and Health Outdoor Walkway/Track	Installation of a Wellness and Health Walkway/Track around the lake north of the Green Library		\$3,370,579	E&G CF Funds PECO CITF Auxiliary Total:	\$1,343,986 \$560,139 \$1,102,996 \$363,458 \$3,370,579	\$0 \$488,155 \$115,738 \$4,925 \$608,817	\$1,343,986 \$71,984 \$987,258 \$358,534 \$2,761,762	\$0 \$0 \$0 \$0 \$0	2/11/2021	10/31/2021	BT 911
5 MS	Ambulatory Care Center	Supplement to General Obligation Bond project to construct Ambulatory Care Center Building		\$9,506,041	E&G CF Funds E&G CF Funds MS PECO Bonds Auxiliary MS Total:	\$108,747 \$298,529 \$134,970 \$8,511,554 \$452,241 \$9,506,041	\$108,747 \$273,735 \$134,970 \$8,511,554 \$327,468 \$9,356,475	\$0 \$24,794 \$0 \$0 \$124,773 \$149,567	\$0 \$0 \$0 \$0 \$0 \$0	8/12/2011	6/30/2022	BT 870
State Appropriated Projects												
Pursuant to Board Regulation 14.003(12)(d). All FCO projects using funds originally appropriated as FCO funds by the State of Florida, notwithstanding criteria in Board regulation 14.001. Never to be included in the operating budget. Examples, PECO (inc. Sum-of-Digits), CITF, General Revenue, etc. All projects of \$2 million or less can be consolidated into a single line item.												
	Academic Health Center 3 (a/k/a Nursing & Allied Health Sciences)	Nursing Program Building to include classrooms, labs, offices and work areas		\$44,603,031	PECO Donation Courtelis Match Total:	\$44,099,402 \$303,629 \$200,000 \$44,603,031	\$44,099,402 \$182,968 \$154,190 \$44,436,560	\$0 \$120,661 \$45,810 \$166,471	\$0 \$0 \$0 \$0	9/9/2008	6/30/2022	BT 833
	Academic Health Center 4 (a/k/a Science Classroom Complex, UP)	Building to include classrooms, research labs, offices and work areas		\$57,195,269	PECO Total:	\$57,195,269 \$57,195,269	\$57,149,366 \$57,149,366	\$45,904 \$45,904	\$0 \$0	4/28/2009	10/31/2021	BT 876 Balance to complete Artwork in State Buildings

CFSP item #	Category	Project Title/Name		Description	Total Project(s) Cost	Funding Source(s)		Funds Expended to Date	Funds to be Expended this Year	Remaining Balance	Project Timeline		Comments
						Source	Amount				Start Date	Completion Date	
		Academic Health Center 5 (a/k/a Graduate Classroom Building, UP)		Building to include classrooms, research labs, offices and work areas	\$44,865,070	PECO Auxiliary	\$37,442,202 \$7,422,868	\$37,374,840 \$7,350,642	\$67,362 \$72,226	\$0 \$0	5/7/2009	10/30/2021	BT 877/895 Balance to complete Artwork in State Buildings and other Auxiliary user requests
						Total:	\$44,865,070	\$44,725,482	\$139,588	\$0			
		Recreation Center Expansion		Expand facility to include an indoor basketball/volleyball gym, weight training room, added locker rooms, exterior basketball courts, sand volleyball courts, mezzanine level to include a jogging track	\$28,494,178	CITF Auxiliary	\$23,582,443 \$4,911,735	\$23,492,224 \$4,722,824	\$90,219 \$188,911	\$0 \$0	5/7/2009	6/30/2022	BT 903
						Total:	\$28,494,178	\$28,215,048	\$279,130	\$0			
		Engineering Building Phase 1		This new building will house classrooms, instructional and research laboratories and collaboration space for faculty, and engineering majors as well as other students	\$60,407,641	PECO Auxiliary Donations/Auxiliary/ Sponsored Research Overhead	\$38,907,641 \$9,500,000 \$12,000,000	\$22,309 \$0 \$0	\$2,227,951 \$0 \$0	\$36,657,381 \$9,500,000 \$12,000,000	TBD	TBD	BT 919 Pending funding from donations, auxiliary, and sponsored research overhead to address current significant construction cost increases; project is still in design
						Total:	\$60,407,641	\$22,309	\$2,227,951	\$58,157,381			
		Graham University Center Expansion		The project will increase the current ballroom footprint and add breakout rooms, green rooms, lounges, and storage space.	\$35,982,280	CITF	\$23,304,196	\$0	\$0	\$23,304,196	TBD	TBD	BT 921
						Total:	\$23,304,196	\$0	\$0	\$23,304,196			
		BBC Outdoor Recreation Support Building Renovation		Required renovations and repairs.	\$941,998	CITF Auxiliary	\$400,000 \$541,998	\$393,238 \$457,920	\$6,762 \$84,078	\$0 \$0	2/2/2018	12/31/2021	BT 922 Balance committed for project completion.
						Total:	\$941,998	\$851,158	\$90,840	\$0			
		BBC Aquatic Center Pool Repairs		Required repairs and improvements.	\$2,173,335	CITF Auxiliary	\$2,000,000 \$129,899	\$1,821,997 \$62,767	\$178,003 \$67,132	\$0 \$0	2/11/2020	12/31/2021	BT 928 Balance committed for project completion.
						Total:	\$2,129,899	\$1,884,764	\$245,134	\$0			
		Trish & Dan Bell Chapel and East Loop Road Realignment		The project will be to build a multi-faith chapel to accommodate the plurality of faiths and perspectives at SW 14th Street on MMC	\$15,444,286	CITF Auxiliary Donations	\$3,000,000 \$405,000 \$500,000	\$0 \$111 \$111	\$0 \$0 \$0	\$3,000,000 \$404,889 \$499,889	TBD	TBD	BT 927/929
						Total:	\$3,905,000	\$223	\$0	\$3,904,778			
		College of Arts, Sciences & Education Building Remodeling and Renovation		Remodel and renovate the College of Arts, Sciences & Education (CASE) Building due to deteriorated conditions	\$7,150,000	PECO	\$7,150,000	\$0	\$3,575,000	\$3,575,000	TBD	TBD	BT # to be assigned
						Total:	\$7,150,000	\$0	\$3,575,000	\$3,575,000			
		Panther Promenade near the New Tamiami Residence Hall		Design and construct a promenade area near the new Tamiami Residence Hall	\$3,000,000	CITF	\$3,000,000	\$0	\$3,000,000	\$0	TBD	TBD	BT # to be assigned
						Total:	\$3,000,000	\$0	\$3,000,000	\$0			
		MMC Outdoor Recreation Fields Support Building		Design and construct a new support building for the recreation fields north of the MMC Panther Garage	\$256,523	CITF	\$256,523	\$0	\$256,523	\$0	TBD	TBD	BT # to be assigned
						Total:	\$256,523	\$0	\$256,523	\$0			
		Maintenance, Repair, Renovation, Remodeling and Site Improvements		Various minor infrastructure or maintenance, repair, remodeling, renovation projects throughout the University	\$15,456,560	PECO	\$15,456,560	\$12,997,206	\$2,459,354	\$0	Various	Various	BT 915 - \$2,725,005; BT 917 - \$4,811,944; BT 920 - \$3,872,803; BT 926 - \$4,046,808
						Total:	\$15,456,560	\$12,997,206	\$2,459,354	\$0			

Non-Appropriated Projects

Pursuant to Board Regulation 14.003(12)(e). All FCO projects that have not directly or indirectly used funds appropriated by the State. Examples include private donations, athletic revenues, federal grants, housing/parking revenue bonds, etc. All projects of \$2 million or less can be consolidated into a single line item.

BBC Hospitality Management Dining Facility	Hospitality Management program including a dining room, kitchen, and labs	\$10,210,578	Auxiliary Donations	\$4,375,419 \$5,835,159	\$4,375,419 \$5,103,205	\$0 \$731,955	\$0 \$0	8/9/2010	6/30/2022	BT 855 Budget authority received annually from the Foundation for improvements
			Total:	\$10,210,578	\$9,478,624	\$731,955	\$0			
Management and New Growth Opportunity (a/k/a MANGO)	Mixed-use Auxiliary Building for College of Business, FIU Online, and Business Services food venues	\$36,556,836	Auxiliary	\$36,556,836	\$36,340,754	\$216,083	\$0	3/27/2012	6/30/2022	BT 886 Combined Auxiliary balances from College of Business, FIU Online, & Business Services
			Total:	\$36,556,836	\$36,340,754	\$216,083	\$0			
BBC Frost Museum of Science Batchelor Environmental Center	Holding tanks and fenced cages for wildlife plus building with classrooms and labs	\$5,000,000	Donations	\$2,351,420	\$2,172,897	\$178,523	\$0	1/21/2016	TBD	BT 913
			Total:	\$2,351,420	\$2,172,897	\$178,523	\$0			
International Center for Tropical Botany	Building and grounds for the study of botanical plants	\$6,759,279	Auxiliary Donations	\$1,450,000 \$5,309,279	\$0 \$899,280	\$1,450,000 \$4,409,999	\$0 \$0	8/9/2010	3/31/2022	BT 914
			Total:	\$6,759,279	\$899,280	\$5,859,999	\$0			
All other Auxiliary Funded Minor Projects	Various minor projects throughout the University at various locations	\$46,574,863	Auxiliary	\$46,574,863	\$34,908,179	\$11,666,685	\$0	Various	Various	BT
			Total:	\$46,574,863	\$34,908,179	\$11,666,685	\$0			

TOTALS:	\$664,696,881	\$592,256,641	\$342,497,316	\$152,795,578	\$96,963,747
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Notes:

Pursuant to Regulation 14.003(3), Fixed Capital Outlay projects do not apply to those projects acquired, constructed, and owned by a Direct Support Organization or under a Public Private Partnership.
The Fixed Capital Outlay Budget may be amended, subject to the requirements described in Regulation 14.003(4).

Revised 5/18/20



2021-2022 Operating Budget, E&G Carryforward Spending Plan, & Fixed Capital Outlay Budget

University Name: _____

2021-2022 Operating Budget, E&G Carryforward Spending Plan, & Fixed Capital Outlay Budget Certification Representations

I hereby certify to the Board of Governors that the referenced 2021-2022 Operating Budget, E&G Carryforward Spending Plan, & Fixed Capital Outlay Budget provided to the Board of Governors in accordance with my fiduciary responsibility to the university is true and materially correct to the best of my knowledge. I further certify that these budgets have been reviewed and approved by the Board of Trustees at its meeting held on _____, and that funds will only be expended in accordance with the approved budget as well as all applicable Statutes, Board of Governors' Regulations, and university regulations. I understand that any unsubstantiated, false, misleading, or withheld information relating to these statements may render this certification void. My signature below acknowledges that I have read and understand these statements.

Certification: _____ Date _____
Chief Financial Officer

Certification: _____ Date _____
President

I certify that the above referenced university budgets for fiscal year 2021-2022 have been approved by the University Board of Trustees and is true and materially correct to the best of my knowledge.

Certification: _____ Date _____
Board of Trustees Chair

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Select Year: 2021 ▼ Go

The 2021 Florida Statutes

[Title XLVIII](#)[Chapter 1011](#)[View Entire Chapter](#)

EARLY LEARNING-20 EDUCATION CODE

PLANNING AND BUDGETING

1011.45 End of year balance of funds.—Unexpended amounts in any fund in a university current year operating budget shall be carried forward and included as the balance forward for that fund in the approved operating budget for the following year.

(1) Each university shall maintain a minimum carry forward balance of at least 7 percent of its state operating budget. If a university fails to maintain a 7 percent balance in state operating funds, the university shall submit a plan to the Board of Governors to attain the 7 percent balance of state operating funds within the next fiscal year.

(2) Each university that retains a state operating fund carry forward balance in excess of the 7 percent minimum shall submit a spending plan for its excess carry forward balance. The spending plan shall be submitted to the university's board of trustees for review, approval, or, if necessary, amendment by September 30, 2020, and each September 30 thereafter. The Board of Governors shall review, approve, and amend, if necessary, each university's carry forward spending plan by November 15, 2020, and each November 15 thereafter.

(3) A university's carry forward spending plan shall include the estimated cost per planned expenditure and a timeline for completion of the expenditure. Authorized expenditures in a carry forward spending plan may include:

(a) Commitment of funds to a public education capital outlay project for which an appropriation has previously been provided that requires additional funds for completion and which is included in the list required by s. [1001.706\(12\)\(d\)](#);

(b) Completion of a renovation, repair, or maintenance project that is consistent with the provisions of s. [1013.64\(1\)](#), up to \$5 million per project and replacement of a minor facility that does not exceed 10,000 gross square feet in size up to \$2 million;

(c) Completion of a remodeling or infrastructure project, including a project for a developmental research school, up to \$10 million per project, if such project is survey recommended pursuant to s. [1013.31](#);

(d) Completion of a repair or replacement project necessary due to damage caused by a natural disaster for buildings included in the inventory required pursuant to s. [1013.31](#);

(e) Operating expenditures that support the university mission and that are nonrecurring;

(f) Any purpose specified by the board or in the General Appropriations Act; and

(g) A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. [252.36](#).

(4) Annually, by September 30, the chief financial officer of each university shall certify the unexpended amount of funds appropriated to the university from the General Revenue Fund, the Educational Enhancement Trust Fund, and the Education/General Student and Other Fees Trust Fund as of June 30 of the previous fiscal year.

(5) A university may spend the minimum carryforward balance of 7 percent if a demonstrated emergency exists and the plan is approved by the university's board of trustees and the Board of Governors.

History.—s. 640, ch. 2002-387; s. 15, ch. 2019-103; s. 184, ch. 2020-2; s. 16, ch. 2020-117.

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9.007 State University Operating Budgets and Requests

(1) Each university president shall prepare an operating budget, including an Education & General (E&G) Carryforward Spending Plan, for approval by the university board of trustees in accordance with instructions, guidelines and standard formats provided by the Board of Governors.

(2) Each university board of trustees shall adopt an operating budget, including an E&G Carryforward Spending Plan, for the general operation of the university as prescribed by the regulations of the Board of Governors. The university board of trustees-ratified operating budget and E&G Carryforward Spending Plan must be presented to the Board of Governors for approval by a date established by the Chancellor. Each university president shall implement the operating budget and E&G Carryforward Spending Plan of the university as prescribed by Florida Statutes, regulations of the Board of Governors, policies of the university board of trustees, provisions of the General Appropriations Act, and data reflected within the State University System Allocation Summary and Workpapers publication.

(3) The operating budgets of each state university shall consist of the following budget entities:

(a) Education and General (E&G)– reports actual and estimated fiscal year operating revenues and expenditures for all E&G funds, including: General Revenue, Student and Other Fees Trust Fund, Educational Enhancement Trust Fund (Lottery), Phosphate Research Trust Fund, – and including the following previously-appropriated trust funds: Experiment Station Federal Grant, Experiment Station Incidental, Extension Service Federal Grant, Extension Service Incidental, UF-HSC Incidental, and UF-Health Science Center Operations and Maintenance. In addition, expenditures from university E&G carryforward funds (unexpended balances from all prior-period E&G appropriations) shall be included in the actual history fiscal year reporting. University budgeted E&G carryforward funds shall be reported in the E&G Carryforward Spending Plan Report.

1. Otherwise by law, E&G funds are to be used for E&G activities only, such as, but not limited to, general instruction, research, public service, plant operations and maintenance as defined in Board of Governors guidelines, furniture, fixtures, and equipment, student services, libraries, administrative support, minor capital projects not to exceed \$1 million per individual project, and other enrollment-related and stand-alone operations of the universities.

2. Universities shall accumulate ending E&G fund balances for activities such as those outlined in section 3(a)(4). The ending E&G carryforward balances can only be used for nonrecurring expenditures. At any time the unencumbered available balance in the E&G fund of the university board of trustees approved operating budget falls below seven (7) percent of the approved total, the university shall provide a written notification and plan to the Board of Governors to attain a seven (7) percent balance of state operating funds within the next fiscal year.
3. Each university that retains a state operating fund carryforward balance in excess of the seven (7) percent minimum shall submit an E&G Carryforward Spending Plan for its excess carry forward balance. The Carryforward Spending Plan shall be submitted to the university's board of trustees for review, approval, or if necessary, amendment by September 30, 2020, and each September 30 thereafter. The Board of Governors shall review, approve, and amend, if necessary, each university's E&G Carryforward Spending Plan by November 15, 2020, and each November 15 thereafter.
4. A university's E&G Carryforward Spending Plan shall include the estimated cost per planned expenditure and a projected timeline for completion of the expenditure. Authorized expenditures in an E&G Carryforward Spending Plan may include:
 - a. Commitment of funds to a public education capital outlay project for which an appropriation has previously been provided that requires additional funds for completion and which is included in the list required by section 1001.706(12)(d);
 - b. Completion of a renovation, repair, or maintenance project (as defined in Board Regulation 14.001) that is consistent with the provisions of section 1013.64(1), up to \$5 million per project and replacement of a minor facility that does not exceed 10,000 gross square feet in size up to \$2 million;
 - c. Completion of a remodeling or infrastructure project (as defined in Board Regulation 14.001), including a project for a developmental research school, up to \$10 million per project, if such project is survey recommended pursuant to section 1013.31;
 - d. Completion of a repair or replacement project necessary due to damage caused by a natural disaster for buildings included in the inventory required pursuant to section 1013.31;
 - e. Operating expenditures that support the university mission and that are nonrecurring;
 - f. Any purpose specified by the university board of trustees or in the General Appropriations Act; and

- g. A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. 252.36.
 - 5. Annually, by September 30, the chief financial officer of each university shall certify the unexpended amount of funds appropriated to the university from the General Revenue Fund, the Educational Enhancement Trust Fund, and the Student and Other Fees Trust Fund as of June 30 of the previous fiscal year.
 - 6. A University may spend the minimum carry forward balance of seven (7) percent if a demonstrated emergency exists and the plan is approved by the university's board of trustees and the Board of Governors.
 - 7 Expenditures from any source of funds by any university shall not exceed the funds available. No expenditure of funds, contract, or agreement of any nature shall be made that requires additional appropriation of state funds by the Legislature unless specifically authorized in advance by law or the General Appropriations Act.
 - 8. The following units are required to report under this budget entity:
 - State Universities
 - UF - Institute of Food and Agricultural Sciences
 - UF Health Science Center
 - USF Medical Center
 - FSU Medical School
 - UCF Medical School
 - FIU Medical School
 - FAU Medical School
 - FAMU-FSU College of Engineering
 - Florida Postsecondary Comprehensive Transition Program (UCF)
- (b) Contracts and Grants – reports actual and estimated year revenues, expenditures, and positions for university functions which are supported by foundations, various state and federal agencies, local units of governments, businesses, and industries. Universities shall comply with all applicable federal, state, local, and university regulations and guidelines as they relate to grants, contracts, and sponsored research programs.
- (c) Auxiliary Enterprises – reports actual and estimated year revenues, expenditures, and positions for self-supporting functions such as, but not limited to, parking services, housing, bookstore operations, and food services.

(d) Local Funds – reports actual and estimated year revenues, expenditures, and positions for the following specific areas:

1. Student Activities – revenues generated primarily from the activity and service fee each university is authorized to charge its students as a component of the mandatory fee schedule. Activities commonly supported by these revenues include student government, cultural events, student organizations, and intramural/club events.
2. Intercollegiate Athletics – revenues generated from the student athletic fee that each university is authorized to collect as a component of the mandatory fee schedule, and from other sources including ticket sales, radio/TV, bowl games, and tournament revenues.
3. Concession Fund – revenues generated from various vending activities located around the campuses. The university's budget must reflect the various departments/activities on each campus which benefit from receipt of these funds.
4. Student Financial Aid – revenues received by the university for loans, grants, scholarships, and other student financial aid. Expenditures of these funds must be reported by activities such as externally-funded loans, student scholarships, need-based financial aid, academic-based financial aid, and athletic grants/scholarships.
5. Technology Fee – revenues generated from the technology fee that a university is authorized to charge its students as a component of the mandatory fee schedule. Proceeds from this fee shall be used to enhance instructional technology resources for students and faculty.
6. Board-Approved Fees – student fees presented to the Board of Governors for approval by a university board of trustees that is intended to address a student need not currently being met through existing university services, operations, or another fee.
7. Self-Insurance Programs – revenues received by the university from entities and individuals protected by the self-insurance programs. This budget must reflect expenditures related to the administration of the self-insurance programs and the judgments or claims arising out of activities for which the self-insurance program was created.

(e) Faculty Practice Plan – related to the activities for the state universities' medical schools and health centers. This budget must be designed to report the monetary level of clinical activity regarding the training of students, post-graduate health professionals, and medical faculty.

(4) The operating budgets of each university shall represent the following:

- (a) The university's plan for utilizing the resources available through direct or continuing appropriations by the Legislature, allocation amendments, or from local sources including student tuition and fees. The provisions of

- the General Appropriations Act and the State University System Allocation Summary and Workpapers publication will be taken into consideration in the development and preparation of the E&G data.
- (b) Actual prior-year revenues, expenditures (including E&G carryforward amounts expended), and positions, as well as current-year estimated revenues, expenditures, and positions. University E&G carryforward funds shall be budgeted in the E&G Carryforward Spending Plan.
 - (c) Assurance that the universities are in compliance with general legislative intent for expenditure of the appropriated state funds and with the Board of Governors' regulations, guidelines and priorities for all funding sources

(5) Any earnings (interest, investment, or other) resulting from the investment of current-year E&G appropriations are considered to be of the same nature as the original appropriations, and are subject to the same expenditure regulations as the original appropriations. E&G earnings are not to be utilized for non-E&G related activities or for fixed capital outlay activities except as provided by law. Earnings resulting from invested E&G carryforward funds are considered to be additions to the university's E&G carryforward balance and shall be expended in accordance with section (3)(a) of this regulation.

Anticipated earnings for the estimated year from invested E&G funds should not be included when building the detailed operating budget schedules. Estimated-year E&G earnings and planned expenditures of these funds should only be reported on the manually-prepared E&G Schedule I and Summary Schedule I reports.

(6) Any unexpended E&G appropriation carried forward to the fund balance in a new fiscal year shall be utilized in support of nonrecurring E&G activities only unless otherwise provided by law.

(7) E&G non-recurring is defined as an expenditure that is not expected to be needed or available after a point in time. Non-recurring expenditures have distinct elements:

- (a) Time limited in nature, where an end date to a given contract or activity is known,
- (b) There is no promise or guarantee of future funding,
- (c) May cross multiple years, but the above two provisions apply,
- (d) May address financial challenges resulting from external factors (examples could include, but are not limited to, federal government shutdown, drop in state revenue resulting in a mid-year reduction)

(8) Any amendments to the approved E&G Carryforward Spending Plan during the fiscal year shall be reported to the Board of Governors for a time period and in a format as prescribed by the Chancellor.

(9) Each university board of trustees may submit to the Chancellor's Office annually a Legislative Budget Request for operations. Such requests shall be made in accordance with the fiscal policy guidelines, formats, instructions, and schedule provided by the Chancellor.

Authority: Section 7(d), Art. IX, Fla. Const., History: New 12-6-07, Amended 11-21-13, 9-22-16, 10-30-19, 9-16-20

14.003 Fixed Capital Outlay Projects – University Budgeting Procedures

(1) Each university will prepare an annual Fixed Capital Outlay (FCO) Budget for all Fixed Capital Outlay (FCO) Projects in accordance with the instructions, guidelines, and standard formats provided by the Chancellor for those FCO Projects as defined in Board Regulation 14.001. The FCO Budget must be approved by both the university board of trustees and the Board of Governors. Such approval remains in effect for the life of the FCO Projects. The annual FCO Budget must include all FCO Projects, including previously approved projects which have not yet been completed.

(2) FCO Projects shall be listed by category or categories in the University FCO Budget as follows:

FCO Budget Categories

a. Education & General (E&G) Operating Projects – This category is consolidated, and includes all FCO Projects 1) funded from current year E&G operating funds; and 2) which meet the university's criteria for capitalization. No individual project in this category shall exceed \$1,000,000. Allowable uses include only those Plant Operations and Maintenance ("PO&M") projects which meet the definition of a Capital Asset as found in Board Regulation 9.001, and may only include 1) maintenance, repair, renovation, remodeling, and demolition of existing educational facilities and existing general site improvements; and 2) new campus infrastructure needed to maintain or improve campus code compliance, related to identified ADA, environmental health and safety, security or sanitation concerns.

This category must be budgeted as a single identical line in both the operating and FCO budget for purposes of Board of Governors approval. Boards of Trustees may adopt policies requiring more detailed line item budgeting at the local level, including a requirement that plant operations and maintenance be specified to distinguish between PO&M expenses and PO&M Capital Assets.

b. Minor Carryforward (CF) Projects – This category is consolidated and includes all FCO Projects with a cost less than \$2 million funded from E&G CF funds. No individual FCO project in this category shall exceed \$2,000,000. Allowable uses include maintenance, repair, renovation, remodeling, and demolition of existing educational facilities and existing general site improvements (E&G campus real property improvements), as well as replacement of facilities less than 10,000 gross square feet. This category must be budgeted as a single identical line in both the carry forward and FCO Budget.

c. Major Carryforward (CF) Projects are FCO Projects funded in whole or in part from CF funds, where the total individual FCO Project cost exceeds \$2 million. Allowable uses include the following:

- i. Completion of a Public Education Capital Outlay (PECO) project that has received a state appropriation and is included on the Board's incomplete project list.
- ii. A renovation, repair, or maintenance project with a total cost between \$2 million and \$5 million.
- iii. A remodeling or infrastructure project, including a developmental research school, with a total cost between \$2 million and \$10 million.

- iv. Repair or replacement of facilities due to damage caused by a natural disaster.
 - d. State Appropriated Projects includes all FCO Projects using funds originally appropriated as FCO funds by the State of Florida, notwithstanding the criteria provided in Board Regulation 14.001. These funds should never be included in the university operating budget. Examples include PECO and Capital Improvement Trust Fund (CITF).
 - e. Non-Appropriated Projects includes all FCO Projects that have not directly or indirectly used funds appropriated by the State. Examples of such funding sources would include housing revenue bonds, parking revenue bonds, private donations, federal grants, insurance proceeds, and athletic revenues.
- (3) For the purpose of this regulation, Fixed Capital Outlay (FCO) Projects do not apply to those projects acquired, constructed, and owned by a Direct Support Organization or under a Public Private Partnership; the requirements for those projects are addressed in either the Debt Management Guidelines or the Public Private Partnership Guidelines.
- (4) The FCO Budget may be amended, subject to use of only the categories authorized in section (2), as follows:
- a. E&G Operating Projects - must be approved by the board of trustees or designee.
 - b. Minor CF Projects – must be approved by the board of trustees or designee.
 - c. Major CF Projects –Individual new projects greater than \$2 million and increases to individual existing projects greater than \$2 million require Board of Governors approval.
 - d. State Appropriated Projects – Individual new projects greater than \$5 million and increases to existing individual projects greater than \$5 million require Board of Governors approval.
 - e. Non-Appropriated Projects – All new projects greater than \$5 million and increases to existing projects greater than \$5 million require Board of Governors approval.
- (5) FCO Project spending will be reported annually at the end of the fiscal year at the project detail level, in the format specified by the Chancellor.

Authority: Section 7(d), Art. IX, Fla. Const., History–New 5-5-2020



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 Educational and General Carryforward Spending Plan, Fixed Capital Outlay Budget, and Related Certification

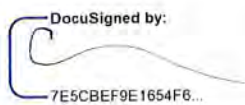
Funding Source(s):

Fund Code	Fund Code Description
211	Carryforward

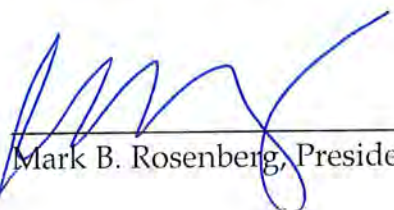
This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.


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

9-2-2021
Date

DocuSigned by:

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Carlos B. Castillo, General Counsel

9/2/2021
Date


Mark B. Rosenberg, President

9/3/21
Date

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2021

Subject: Approval of Contract #PUR-04378 for Arthur J. Gallagher Risk Management

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, recommend that the Florida International University Board of Trustees (i) approve the University entering into the contract described below, and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract and all of the documents, and take all actions, that may be necessary to effectuate the transactions contemplated in the respective contracts.

Background Information

Contract #PUR-04378 Arthur J. Gallagher Risk Management for the 2021-2022 Student Health Insurance plan.

In 2014, FIU joined a consortium of other State University System (SUS) institutions, which includes University of South Florida, University of Central Florida, Florida Gulf Coast University, and University of North Florida, for an insurance broker, Gallagher Student Health & Special Risk ("Gallagher"), to provide student health insurance. This process requires that each university sign individual policyholder agreements with the selected insurance company. The consortium was put together then and now to enable the SUS to have greater buying power with a larger participant base to provide students health insurance. Each year Gallagher solicits plans from the current and other vendors that meet federal requirements and state coverage/limit requirements and serves as the intermediary in terms of plan selection, student enrollment in plan, plan administration, claim analysis and advises the consortium of changes in law that may impact student health insurance.

The contract with Arthur J. Gallagher Risk Management is being requested by the Office of Research and Economic Development to provide voluntary and hard waiver insurance coverage to FIU enrolled students, including international students, student athletes, graduate assistants, and students on FIU fellowships. The procurement method for this purchase is Exceptional Purchase per Florida Board of Governors Procurement Regulation 18.001(4)(c) – Purchase of Insurance

- **Term:** 1-year effective August 17, 2021
- **Cost:** \$4,000,000
- **Funding source:** E&G, Auxiliary, Athletics, University Wide Pooled Activity or Sponsored Research Funds

Supporting Documentation: FIU Contract# PUR-04378
Funding Certification Form

Facilitator/Presenter: Kenneth A. Jessell



STUDENT HEALTH INSURANCE PROGRAM ACCEPTANCE FORM

To: Mark Rosenberg
President
Florida International University

FROM: Scott Sullivan
Director of Finance
Gallagher Student Health & Special Risk

CC: Michele Bergonzi, Senior Vice President of Account Management

Subject: Student Health Insurance Plan for Florida International University

DATE: July 26, 2021

Thank you for continuing to partner with Gallagher Student Health & Special Risk to administer your student health insurance plan for this upcoming plan year. We look forward to working with you and your team; our goal is to make the implementation as smooth and efficient as possible for you and your students.

This letter outlines the general provisions of the proposed plan and summarizes the options you have selected for the year. Please review the information carefully and contact me if you have questions or comments. Once you are satisfied with the content of the letter, please sign the signature page and return the executed letter to me via fax, email or mail. In order to ensure we meet the implementation milestones and deliverables, please return the signed letter to me by **August 6, 2021**. Once again, we appreciate your confidence in Gallagher Student Health & Special Risk and look forward to a successful 2021-2022 plan year.

PROVISIONS OF THE 2021-2022 PROPOSAL:

ELIGIBILITY REQUIREMENTS: INTERNATIONAL/COLLEGE OF MEDICINE/COLLEGE OF NURSING/PHYSICIAN ASSISTANTS

The current eligibility and enrollment provisions are maintained for the 2021-2022 policy year.

ELIGIBILITY REQUIREMENTS: GRAD ASSISTANTS/FELLOWS

The current eligibility and enrollment provisions are maintained for the 2021-2022 policy year.

ELIGIBILITY REQUIREMENTS: VOLUNTARY

The current eligibility and enrollment provisions are maintained for the 2021-2022 policy year.

DEPENDENT ELIGIBILITY REQUIREMENTS:

The current dependent eligibility and enrollment provisions are maintained for the 2021-2022 policy year.

PLAN DESIGN: UNDERWRITTEN BY UNITED HEALTHCARE INSURANCE COMPANY (PLEASE SEE ATTACHMENT A FOR CURRENT A.M. BEST RATING) AND CLAIMS ARE ADMINISTERED BY UNITED HEALTHCARE STUDENT RESOURCES.

The coverage and general terms outlined in the 2020-2021 FIU Hard Waiver are maintained for the 2021-2022 policy year with the following modification:

- The pharmacy copayments change from \$150/\$50/\$100 to \$20/\$60/\$100
- A \$250 copayment has been implemented for Hospital Confinements, subject to the deductible and applicable coinsurance

The coverage and general terms outline in the 2021-2022 FIU Voluntary program are maintained for the 2021-2022 policy year.



PLAN DESIGN: GALLAGHER STUDENT HEALTH & SPECIAL RISK- COMPLEMENTS & OTHER BENEFITS

1. The network is UHC Choice Plus;
2. Online Enrollment and Account Management Services, including Online Web Services provided by Gallagher Student Health and Special Risk at www.GallagherStudentHealth.com;
3. Worldwide Travel Assistance Services provided by UnitedHealthcare Global: Global Emergency Services;
4. Discount vision services provided through EyeMed.

Health Insurance Account Services and Fees:

Gallagher Student Health & Special Risk will provide our full complement of account management services, including but not limited to:

1. Conduct monthly conference calls with the consortium members to review claims and enrollment data, address any campus questions or concerns.
2. Conduct pre-renewal planning meetings to assess overall plan performance against underwriting assumptions, evaluate strategic components of insurance program to control costs, measure effectiveness and appropriateness of current plan design and identify plan components to revise for the next policy year.
3. Manage renewal process with the incumbent carrier and obtain additional renewal proposals, if appropriate, to guarantee competitive premium and coverage terms.
4. Schedule a post implementation review meeting to assess the success of the implementation process.
5. Be available to meet with the University's insurance committee or appropriate representatives to evaluate the insurance program based on claims utilization, student feedback, state compliance issues and other program components.
6. Develop and prepare customized web pages and online services to manage waiver process and voluntary enrollment of dependents and any supplemental products for students.
7. Manage timetable of waiver activation and communication deliverables to guarantee timely access and distribution of materials to students.
8. Provide customer service to assist students in understanding all aspects of their student insurance plan including benefits, limitations and exclusions.
9. Prepare certificates of Prior Health Coverage or Verification of Coverage letters for students.
10. Advocate on behalf of students or institution to resolve any claims or provider concerns.
11. Distribute monthly enrollment summary and claims utilization reports to monitor plan's utilization through the year.
12. Provide ongoing account management/client service support for on campus health or counseling services regarding coverage clarification, claims resolutions, provider networks or any other service needs.
13. Provide online access and electronic versions of marketing and plan documents.
14. Attend student orientations and other on-campus meetings as required.
15. Provide analysis of any new legislative or industry requirements that impact the educational insurance industry.
16. Ensure that the carrier complies with all federal and state laws.

Please see the attached Compensation Disclosure Schedule for our fees for these services.



Plan Rate Structure:

Hard Waiver Student Health Insurance Plan: International/College of Medicine/College of Nursing/Physician Assistants

(These costs do not include any school administration fees)

	Annual (08/17/2021- 08/16/2022)	Special Coverage Period (08/01/2021-08/16/2022)	Fall (08/17/2021- 12/31/2021)	Fall 1 (08/01/2021- 12/31/2021)	Spring (01/01/2022- 05/08/2022)
Student Only	\$3,320	\$3,466	\$1,246	\$1,392	\$1,164
Spouse	\$3,320	\$3,466	\$1,246	\$1,392	\$1,164
One Child	\$3,320	\$3,466	\$1,246	\$1,392	\$1,164
Two or More Children	\$6,640	\$6,932	\$2,492	\$2,784	\$2,328
Spouse & 2 or More Children	\$9,960	\$10,398	\$3,738	\$4,176	\$3,492

	Spring/Summer (01/01/2022- 08/16/2022)	Summer (05/09/2022- 08/16/2022)	Summer 1 (06/15/2022- 08/16/2022)
Student Only	\$2,074	\$910	\$573
Spouse	\$2,074	\$910	\$573
One Child	\$2,074	\$910	\$573
Two or More Children	\$4,148	\$1,820	\$1,146
Spouse & 2 or More Children	\$6,222	\$2,730	\$1,719

Hard Waiver Student Health Insurance Plan: Graduate Assistant/Fellows

(These costs do not include any school administration fees)

	Annual (08/17/2021- 08/16/2022)	Special Coverage Period (08/09/2021- 08/16/2022)	Fall 1 (08/09/2021- 12/18/2021)	Fall (08/17/2021- 12/18/2021)	Spring (12/19/2021- 04/30/2022)	Summer (05/01/2022- 08/16/2022)
Student Only	\$3,320	\$3,320	\$1,128	\$1,128	\$1,210	\$982
Spouse	\$3,320	\$3,320	\$1,128	\$1,128	\$1,210	\$982
One Child	\$3,320	\$3,320	\$1,128	\$1,128	\$1,210	\$982
Two or More Children	\$6,640	\$6,640	\$2,256	\$2,256	\$2,420	\$1,964
Spouse & 2 or More Children	\$9,960	\$9,960	\$3,384	\$3,384	\$3,630	\$2,946



Voluntary Student Health Insurance Plan:

(These costs do not include any school administration fees)

	Annual (08/17/2021- 08/16/2022)	Fall (08/17/2021- 12/31/2021)	Spring (01/01/2022- 05/08/2022)	Spring/Summer (01/01/2022- 08/16/2022)	Summer (05/09/2022- 08/16/2022)	Summer 1 (06/15/2022- 08/16/2022)
Student Only	\$7,340	\$2,755	\$2,574	\$4,585	\$2,011	\$1,267
Spouse	\$7,340	\$2,755	\$2,574	\$4,585	\$2,011	\$1,267
One Child	\$7,340	\$2,755	\$2,574	\$4,585	\$2,011	\$1,267
Two or More Children	\$14,680	\$5,510	\$5,148	\$9,170	\$4,022	\$2,534
Spouse & 2 or More Children	\$22,020	\$8,265	\$7,722	\$13,755	\$6,033	\$3,801

Scope of Responsibility:

Gallagher is responsible for the placement of the following lines of coverage: Student Health Insurance Plan

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Limitation of Liability

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Billing & Payment Terms: Hard Waiver

Graduate Assistants/Fellows: Gallagher Student Health & Special Risk is required to submit premium in a timely basis to the insurance company. To that end, we must adhere to their standard policy which is for a deposit of 75% based on last year's Term enrollment numbers to be paid within fifteen days from the beginning of the term. In addition, Gallagher Student Health & Special Risk requires that an audit file be submitted to reconcile the term's enrollment no later than mid-November. Once the reconciliation process is complete, we will issue an invoice for the quarter or credit memorandum for each term of coverage. The same procedure will be followed for each term.

All Other Students: Eligible students may enroll in the Hard Waiver Health Insurance Plan in accordance with the plan brochure via www.gallagherstudent.com. Students who enroll in the Insurance Plan are responsible for the payment of costs associated with the plan.

Billing & Payment Terms: Voluntary

Eligible students may enroll in the Voluntary Health Insurance Plan in accordance with the plan brochure via www.gallagherstudent.com. Students who enroll in the Insurance Plan are responsible for the payment of costs associated with the plan.

A standard audit file will be submitted to reconcile each terms enrollment.

I accept the proposal for the 2021-2022 Florida International University (Participant in the SUSF) Student Health Insurance Plan Consortium Program as outlined above.

University President

Name

Title

Date



Arthur J. Gallagher & Co.

MASTER POLICY:

I WOULD LIKE TO RECEIVE THE MASTER POLICY FOR THIS PROGRAM EVIDENCING COVERAGE ELECTRONICALLY.

Initial _____



Bindable Quotations & Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. Owned Wholesaler, MGA or Intermediary %
Student Annual HW	United Healthcare Insurance Co.	n/a	\$3,320	3.375%	n/a
Student Annual HW (not chosen)	Aetna Student Health	n/a	\$3,328	4.5%	n/a

Florida International University:

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
* Gallagher is receiving 3.375% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
UnitedHealthcare Insurance Company	A+	Admitted
Aetna Student Health	A	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

GALLAGHER DISCLOSURES

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

Policyholder Application

UnitedHealthcare StudentResources

UnitedHealthcare Insurance Company P.O. Box 809025 Dallas, TX 75380-9025

Policyholder	Florida International University	Date	07/01/2021
Mailing Address	UNIVERSITY PARK 11200 Southwest 8 Street MIAMI, FL 33199-0001	Policy Number	2021-667-2
Telephone Number	305-348-2000	Effective	2021/2022 Academic Year Student Plan - International

Class of Persons to be Insured

All eligible degree seeking Graduate Assistants, Fellows, and Post Doctorates are automatically enrolled in this insurance plan unless proof of comparable coverage is furnished. All degree seeking international students, visiting scholars, College of Medicine students, College of Nursing students, and Physician's Assistant students are required to purchase this plan or show proof of comparable coverage. Credit hour requirement can be met by a combination of online and on campus credit hours, not to exceed 50% online. Eligible Dependents, including Domestic Partners of enrolled students may participate in this plan on a voluntary basis.

FRAUD NOTICE: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Rates

Basic

Basic	Annual	Fall 1	Special Cov Period
	Premium	Premium	Premium
Student	3,320.00	1,392.00	3,466.00
Spouse	3,320.00	1,392.00	3,466.00
One Child	3,320.00	1,392.00	3,466.00
Two or more Children	6,640.00	2,784.00	6,932.00
Spouse and 2 or more Children	9,960.00	4,176.00	10,398.00

(Information continues on attached sheets.)

Signature of School Official _____ Title University President Date _____
Please Print Name of above Official Mark Rosenberg
Signature of Agent _____ Date _____
Please Print Name of above Agent _____ Florida License Number _____
Signature of Company Representative _____ Title _____ Date _____

	Fall	Spring	Spring/Summer
	Premium	Premium	Premium
Student	1,246.00	1,164.00	2,074.00
Spouse	1,246.00	1,164.00	2,074.00
One Child	1,246.00	1,164.00	2,074.00
Two or more Children	2,492.00	2,328.00	4,148.00
Spouse and 2 or more Children	3,738.00	3,492.00	6,222.00

	Summer	Summer 1	Monthly
	Premium	Premium	Premium
Student	910.00	573.00	277.00
Spouse	910.00	573.00	277.00
One Child	910.00	573.00	277.00
Two or more Children	1,820.00	1,146.00	554.00
Spouse and 2 or more Children	2,730.00	1,719.00	831.00

	Weekly
	Premium
Student	64.00
Spouse	64.00
One Child	64.00
Two or more Children	128.00
Spouse and 2 or more Children	192.00

Graduate Asst- Post Doc/Fellows

	Annual	Fall 1	Special Cov Period
	Premium	Premium	Premium
Student	3,320.00	1,128.00	3,320.00
Spouse	3,320.00	1,128.00	3,320.00
One Child	3,320.00	1,128.00	3,320.00
Two or more Children	6,640.00	2,256.00	6,640.00
Spouse and 2 or more Children	9,960.00	3,384.00	9,960.00

	Fall	Spring	Summer
	Premium	Premium	Premium
Student	1,128.00	1,210.00	982.00
Spouse	1,128.00	1,210.00	982.00
One Child	1,128.00	1,210.00	982.00
Two or more Children	2,256.00	2,420.00	1,964.00
Spouse and 2 or more Children	3,384.00	3,630.00	2,946.00

(Information continues on attached sheets.)

	Monthly	Weekly
	Premium	Premium
Student	277.00	64.00
Spouse	277.00	64.00
One Child	277.00	64.00
Two or more Children	554.00	128.00
Spouse and 2 or more Children	831.00	192.00

Continuation-Basic

Continuation	
	Monthly
	Premium
Student	277.00
Spouse	277.00
One Child	277.00
Two or more Children	554.00
Spouse and 2 or more Children	831.00

Effective/Expiration Dates

Basic

Basic	
Annual	08/17/2021 through 08/16/2022
Fall 1	08/01/2021 through 12/31/2021
Special Cov Period	08/01/2021 through 08/16/2022
Fall	08/17/2021 through 12/31/2021
Spring	01/01/2022 through 05/08/2022
Spring/Summer	01/01/2022 through 08/16/2022
Summer	05/09/2022 through 08/16/2022
Summer 1	06/15/2022 through 08/16/2022
Monthly	
Weekly	

Graduate Asst- Post Doc/Fellows	
Annual	08/17/2021 through 08/16/2022
Fall 1	08/09/2021 through 12/18/2021
Special Cov Period	08/09/2021 through 08/16/2022
Fall	08/17/2021 through 12/18/2021
Spring	12/19/2021 through 04/30/2022
Summer	05/01/2022 through 08/16/2022
Monthly	
Weekly	

Continuation-Basic

Continuation	
Annual	08/17/2021 through 08/16/2022

(Information continues on attached sheets.)

Monthly

Policyholder Application (Continued)
UnitedHealthcare StudentResources
UnitedHealthcare Insurance Company

Florida Mandatory Offers of Coverage

I hereby _____ elect ___X___ decline the Mammography coverage as offered according to Florida Statute, Section 627.6613,
whereby it is not subject to Deductibles or Coinsurance.

Signature of School Official _____

Title _____

University President

Date _____

Policyholder Application

UnitedHealthcare StudentResources

UnitedHealthcare Insurance Company P.O. Box 809025 Dallas, TX 75380-9025

Policyholder	Florida International University	Date	06/22/2021
Mailing Address	UNIVERSITY PARK 11200 Southwest 8 Street MIAMI, FL 33199-0001	Policy Number	2021-667-1
Telephone Number	305-348-2000	Effective	2021/2022 Academic Year Student Plan - Domestic

Class of Persons to be Insured

All registered domestic undergraduate students enrolled in a minimum of twelve credit hours (or considered full time), graduate students enrolled in a minimum of nine credit hours (or considered full time), and practical training students (regardless of credit hours) are eligible to participate on a voluntary basis. Credit hour requirement can be met by a combination of online and on campus credit hours, not to exceed 50% online. Eligible Dependents, including Domestic Partners of enrolled students may participate in this plan on a voluntary basis.

FRAUD NOTICE: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Rates

	Annual	Fall	Spring
	Premium	Premium	Premium
Student	7,340.00	2,755.00	2,574.00
Spouse	7,340.00	2,755.00	2,574.00
One Child	7,340.00	2,755.00	2,574.00
Two or more Children	14,680.00	5,510.00	5,148.00
Spouse and 2 or more Children	22,020.00	8,265.00	7,722.00

	Spring/Summer	Summer	Summer 1
	Premium	Premium	Premium
Student	4,585.00	2,011.00	1,267.00
Spouse	4,585.00	2,011.00	1,267.00
One Child	4,585.00	2,011.00	1,267.00
Two or more Children	9,170.00	4,022.00	2,534.00
Spouse and 2 or more Children	13,755.00	6,033.00	3,801.00

(Information continues on attached sheets.)

Signature of School Official _____ Title University President Date _____
Please Print Name of above Official Mark Rosenberg
Signature of Agent _____ Date _____
Please Print Name of above Agent _____ Florida License Number _____
Signature of Company Representative _____ Title _____ Date _____

	Monthly	Weekly
	Premium	Premium
Student	612.00	142.00
Spouse	612.00	142.00
One Child	612.00	142.00
Two or more Children	1,224.00	284.00
Spouse and 2 or more Children	1,836.00	426.00

Effective/Expiration Dates

Basic

Basic	
Annual	08/17/2021 through 08/16/2022
Fall	08/17/2021 through 12/31/2021
Spring	01/01/2022 through 05/08/2022
Spring/Summer	01/01/2022 through 08/16/2022
Summer	05/09/2022 through 08/16/2022
Summer 1	06/15/2022 through 08/16/2022
Monthly	
Weekly	

Policyholder Application (Continued)
UnitedHealthcare StudentResources
UnitedHealthcare Insurance Company

Florida Mandatory Offers of Coverage

I hereby _____ elect ☒X_____ decline the Mammography coverage as offered according to Florida Statute, Section 627.6613,
whereby it is not subject to Deductibles or Coinsurance.

The attached Supplemental Addendum is hereby incorporated by reference



Signature of School Official _____

Title _____

University President

Date _____

1. **Incorporation by Reference.** The Florida International University Board of Trustees ("FIU") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the agreement between FIU and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. **Payment.** Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit; invoice requirements are available on FIU's Office of the Controller's Payment Services [website](#). FIU shall make payment in accordance with [FIU-2202 – Prompt Payment](#). If FIU does not issue payment within forty (40) days of receipt of a proper invoice, FIU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S., if the interest exceeds one dollar. Vendors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101. FIU's performance and obligation to pay is contingent upon the legislature's annual appropriation; FIU will give notice to Vendor of the non-availability of funds when FIU has knowledge thereof. FIU will be responsible for paying only for any goods/services it receives; Vendor must refund any payment for goods/services that are unused upon the termination of the Agreement. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. FIU may require Vendor to accept payments via FIU's EFT/ACH payment process. If Vendor is making any payment to FIU, Vendor shall pay timely and not offset any amounts. FIU shall not make any deposits or prepay any amounts; any deposits are refundable.

3. **Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor's obligations.

4. **Information.** Vendor acknowledges that all documents, materials and information furnished to or learned by Vendor in connection with the Agreement (the "Information") are and shall remain at all times proprietary and the sole property of FIU. Vendor shall not disclose Information to third parties unless it obtains FIU's prior written consent. All Information shall be stored in the United States or other jurisdictions approved by FIU in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of FIU. Vendor acknowledges and agrees that it is responsible for the security of all Information in its possession. Vendor represents and warrants that for the life of the Agreement and/or while Vendor is involved with Information, the software and services used for processing the Information shall be compliant with current regulatory standards. Vendor shall, upon written request, furnish proof of compliance within 10 business days of the request. Vendor will inform FIU's Chief Information Security Officer within 24 hours if it has knowledge of, or can reasonably expect that, a security breach of Information has occurred. Vendor shall provide appropriate level of detail regarding the breach including, but not limited to, start and end dates, system(s) impacted, estimated number of users impacted, and remediation plans and timeline. Vendor, upon termination of the Agreement, it shall erase, destroy, and render un-readable all FIU data from all computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of FIU, whichever shall come first.

5. **Public Records.** FIU is subject to Chapter 119 of Florida Statutes, the Florida Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. FIU may respond to public records requests without providing Vendor any notice. FIU may unilaterally cancel the Agreement for Vendor's refusal to allow public access to public records related to the Agreement. Additionally, Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, recordsmanagement@fiu.edu, OR BY

MAIL AT 11200 S.W. 8TH ST., GL 460, MIAMI, FLORIDA 33199.

6. **Indemnity.** Vendor will indemnify, defend and hold harmless FIU, the FIU Board of Trustees, the State of Florida, the Florida Board of Governors, and their officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from: (i) the acts, omissions, negligence or misconduct of Vendor or its officers, employees, agents, representatives or subcontractors in connection with or related to (a) Vendor's operations, activities, business and/or services or (b) Vendor's occupancy or use of the FIU premises; or (ii) that Vendor's products and/or services (collectively, the IP") infringes upon or violates any proprietary right of any third party. FIU will provide reasonable cooperation in the defense of the suit at Vendor's expense. Vendor's indemnification obligations shall not be limited by any limitation of liability outlined in the Agreement. Such defense and indemnity shall survive termination or expiration of the Agreement. **Nothing in the Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor by FIU, and then such indemnification is limited to the express terms of §768.28, F.S.**

7. **Compliance.** In its performance, Vendor shall, at its own expense, at all times in the term:

- Permits:** have all applicable permits, licenses, consents, and approvals necessary;
- General:** comply with all applicable federal, state, local and FIU laws, rules, regulations, and ordinances and all other governmental requirements;
- Privacy:** comply with all applicable state and federal laws and FIU policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor shall obtain, in advance, all necessary permissions and consents required in regards to its collection and/or receipt of any such information. In the event that FIU will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, FIU and Vendor enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor; and
- Federal Funds:** **If FIU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Vendor agrees to comply with the terms contained in FIU's Federally Funded Projects Addendum, found at <https://generalcounsel.fiu.edu/contract-forms/>, herein incorporated by this reference.**

e. **E-Verify:** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

8. **General Provisions.**

- Warranties:** Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.
- Publicity:** Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FIU's name, trademarks, logos or marks, without the prior written approval from FIU's External Relations department in each instance.
- Insurance:** FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FIU. Any provision requiring FIU to provide or acquire insurance

coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and name FIU as additional insured and be primary and non-contributory on Vendor's policies (except for workers' compensation & professional liability). All policies shall be in a form and with deductible limits reasonably satisfactory to FIU, with insurance companies reasonably approved by FIU and authorized to do business in the State of Florida. Certificates of all insurance shall be deposited with FIU prior to the date of the Agreement. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving FIU thirty (30) days' written notice prior to the effective date of cancellation. Timely renewal certificates will be provided to FIU as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against FIU for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request by FIU. If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the expiration or termination of the Agreement. The insurance shall have a retroactive date of placement by the effective date of the Agreement. If the coverage is canceled or non-renewed and not replaced with another similar claims-made policy form, the Vendor must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the expiration or termination of the Agreement.

d. **Third Parties:** FIU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiary to the Agreement.

e. **Governing Law:** The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity.

f. **Travel Expenses:** If FIU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and [FIU Policy 1110.060 – Travel: University Travel Expense Policy](#). FIU reserves the right not to pay travel expenses unless FIU approves such expenses in advance, in writing. FIU has the right to make travel arrangements for Vendor.

g. **Lobbying:** Vendor is prohibited from using funds provided under the Agreement to lobby the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

h. **Conflicts:** Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with FIU unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. **Termination:** Upon giving at least thirty (30) days' written notice to Vendor, FIU may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FIU shall not be liable for any early termination charges.

j. **Records:** Vendor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. FIU or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. **PCI-DSS:** as may be applicable, deliver all services in full compliance with the most recent version of the Payment Card Industry Data Security Standard (PCI-DSS) in effect at the time of service delivery. Vendor will treat all FIU provided infrastructure and resources as public and non-secure, regardless of measures FIU may choose to put in place. Vendor will also maintain all required qualifications and periodically furnish proof of ongoing compliance in the form of an Attestation of Compliance to demonstrate to FIU that Vendor is continuously operating in full compliance with PCI-DSS and is not relying on FIU for any aspect of that compliance. If Vendor loses any required certification or the certification lapses, Vendor shall immediately notify FIU, and FIU will have an option to terminate this contract and receive a refund for un-rendered services.

l. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by due to conditions beyond its reasonable control including but not limited to: an act of war, hostile foreign action, labor strike, epidemics, pandemics, quarantines, national or regional emergency, public health emergency, changes in laws and governmental policies, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

m. **Deletion:** Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Vendor; (b) Restrictions on the hiring of Vendor's employees; (c) FIU's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) FIU's tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) Limitation of Vendor's liability; (h) that FIU performs reporting functions and/or maintains certain types of operations; (i) Granting Vendor any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by FIU.

n. **Assignment:** Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of FIU, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

9. **No Counterparts; Signatures.** The Agreement may not be executed in counterparts. It may be signed electronically, and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. This Agreement shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Arthur J. Gallagher & Co.

By: _____

Name: Michelle Bergonzi

Title: Sr. Vice President, Account Management

Date: _____



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: Student Health Insurance for the period of August 17, 2021 through August 16, 2022

Contract #PUR-04378

Vendor: Arthur J Gallagher Risk Management

Funding Source(s):

Fund Code	Fund Code Description
210	General Revenue
331	Auxiliary
411	Athletics
441	Univ Wide Pooled Activity
651	Sponsored Research Miscellaneous
652	Sponsored Research Overhead
653-655	DOR Research
660-665	Sponsored Research

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:

Alexandra Mirabal

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Alexandra Mirabal, Interim Associate Vice President
and Controller

8/2/2021

Date

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

8-10-2021

Date

DocuSigned by:

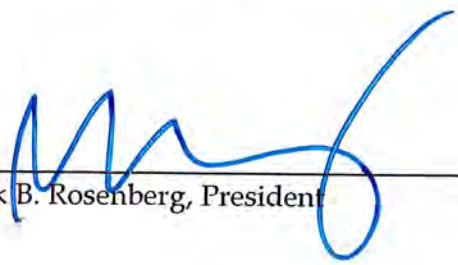
Carlos B. Castillo

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Carlos B. Castillo, General Counsel

8/11/2021

Date



Mark B. Rosenberg, President

08-17-2021

Date

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2021

Subject: Authorization to advertise for and select the construction manager for CasaCuba project and enter into contract for pre-construction services only

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees authorization to advertise for and select the construction manager for the CasaCuba project and enter into a contract with the selected construction manager to begin pre-construction services only.

Background Information

On April 18, 2019, the FIU Board of Trustees (BOT) approved the Architectural/Engineering (A/E) selection process for the CasaCuba project. Since BOT approval of A/E selection, the competitive solicitation was completed, and the architectural firm Rene Gonzalez Architects was selected. Rene Gonzalez Architects has prepared conceptual schematic designs that were presented to the CasaCuba program committee on December 17, 2020.

In order to assist the architect with construction cost estimates during the design process, FIU is requesting BOT approval to begin the selection of the Construction Manager for the CasaCuba project. Upon the successful completion of the competitive selection process, FIU will enter into its standard agreement with the Construction Manager, which include pre-construction services, including reports at conceptual schematics, advanced schematics, design development, and 50 percent and 100 percent construction documents. At the design development stage, the Construction Manager will provide a letter confirming that the concept selected can be constructed within the budget. Under FIU's standard agreement, FIU is not obligated to continue with services beyond pre-construction services.

The estimated cost of pre-construction services is \$255,783. CasaCuba has funding to cover the cost of pre-construction services. Construction Manager services beyond pre-construction services will not take place without BOT approval, and FIU's standard agreement will specify that no work beyond pre-construction services will proceed without specific written authorization from FIU (and only if BOT approval is obtained).

Supporting Documentation: Funding Certification Form

Facilitator/Presenter: Kenneth A. Jessell

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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: *Authorization to advertise for and select the construction manager for CasaCuba project and enter into contract for pre-construction services only*

Funding Source(s): Casa Cuba Building Foundation Project ID 5000381, Fund 901.

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:

63F898FB7C2C4FE

Howard Lipman

Sr. Vice President, University Advancement

8/17/2021

Date

DocuSigned by:

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

8/17/2021

Date

DocuSigned by:

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Carlos B. Castillo, General Counsel

8/17/2021

Date

Mark B. Rosenberg, President

8/17/2021

Date

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2021

Subject: Approval of construction and installation of additional FIU-requested tenant improvements, furnishings, and fixtures, and purchase and installation of information technology equipment for FIU in Washington, D.C. leased premises located at 601 New Jersey Avenue NW, Washington, D.C.

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees approve (1) construction and installation of additional FIU-requested tenant improvements, furnishings, fixtures, and information technology equipment for FIU in Washington, D.C. (FIU in DC) leased premises located at 601 New Jersey Avenue NW, Washington, D.C.; and (2) the delegation of authority to the University President, or designee, to cause the completion of the improvements on behalf of the University and execute all necessary documents in connection therewith.

Background Information

On February 23, 2021, the FIU Board of Trustees Finance and Facilities Committee approved the lease of 4,993 square feet of prime space located at 601 New Jersey Avenue NW, Washington D.C. The new space was selected through a competitive solicitation and replaced FIU leased space which term expired on April 30, 2021. The term of the lease is 11 years and 4 months following the lease commencement date, which is the earlier of the date all tenant improvements are substantially completed or the date on which FIU commences business operations in the space. Currently, the Landlord is providing FIU temporary space free of charge, effective April 15, 2021, until the commencement date. As part of the lease terms, the Landlord, at its expense pursuant to an unlimited construction allowance, is responsible for the initial buildout of the space with building standard finishes as reflected in the final plans and specifications. In addition, the Landlord provided a \$10.00 per square foot allowance (or \$49,930), for furniture, fixtures, and equipment (FF&E) and costs related to voice/data cabling and other cabling and wires.

(FIU in DC is the University's integrated advocacy approach aimed at increasing FIU's national reputation and federal support for FIU's preeminent and emerging preeminent programs, researchers, and provides opportunities and unique academic experiences for our students. The FIU in DC team collaborates with academic units, notably the School of International and Public Affairs, the Honors College and the College of Communication, Architecture + The Arts to provide academic and co-curricular opportunities and support the placement of students and alumni in internships and permanent employment.

Since opening FIU in DC in 2016, Washington-based advocacy and programming has helped secure \$65M in grants from critical agencies. In the last year, FIU has hosted over 52 programs and events, attracting over 2,100 participants and key stakeholders. The current FIU in DC location is already a drop-in hub available for FIU's alumni population of over 3,000 alumni living and working in the

region. In the last year, FIU in DC programming has also supported over 1,200 students. Students have participated in 101 internships with Washington-based organizations, including 46 who interned for Congressional offices or federal agencies. 267 students were enrolled in courses or badge programs, including 76 in credit-earning courses. Five courses with Washington-based faculty or guest lecturers are currently offered.

FIU’s vision for the new FIU in DC space includes a dynamic, first-of-its-kind concept that would also set a new standard for an engaged research university in Washington, D.C. The core components for the facility that our previous office space did not have are:

- A dedicated student-focused space for academic and co-curricular learning near the Capitol to seat 24 students. This would allow an increase in courses for FIU students interning in Washington, student-led research workshops and additional for credit, and executive education programs.
- Dynamic, flexible layout and technology to effectively showcase FIU research to federal agency officials and corporate leaders and allow for co-working capacity for students, staff, faculty, alumni and agency partners.
- Two distinct spaces that could be utilized as interactive data-driven decision-making “decision theaters” for faculty researchers, agency partners, and students
- Multipurpose space for 60-80 to convene briefings and greater cultivation of reputational targets and national media
- A media lab to house a student media bureau with broadcast-quality production equipment for national programming
- High-visibility location in a high-traffic zone near center core to allow for digital signage to showcase preeminent FIU research

Since April, FIU has been working with the Landlord’s architect, Architecture Incorporated, on the improvements necessary to achieve the vision for the new space. Additionally, FIU has been working with an outside consultant, Hyperquake, and FIU Information Technology on the information technology needs, furnishings, fixtures, and equipment to appropriately showcase FIU research by capitalizing on the first floor location. (Which costs are the responsibility of FIU after application of the allowance noted above). After four months of work, the design of the space and IT requirements have been completed. The additional amount of funding needed for the construction and installation of additional FIU-requested tenant improvements, furnishings, fixtures, and information technology equipment beyond the Landlord provided funding is 1,950,000.00. The details of the budget are:

Technology:	\$1,100,000
Research showcase development; elements above standard office buildout:	\$ 500,000
Cushman & Wakefield Project Manager:	\$ 100,000
Contingency:	<u>\$ 250,000</u>
Total:	\$1,950,000

Funding for the project will be provided by University carryforward funds (\$162,245) and sponsored research overhead funds (\$1,787,755).

Supporting Documentation: Funding Certification Form

Facilitator/Presenter: Michelle L. Palacio
 Kenneth A. Jessell

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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 construction and installation of additional FIU-requested tenant improvements, furnishings, and fixtures, and purchase and installation of information technology equipment for FIU in Washington, D.C. leased facilities located at 601 New Jersey Avenue NW, Washington, D.C.

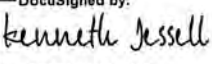
Funding Source(s): University carryforward (\$162,245) and sponsored research overhead funds (\$1,787,755).

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:

 Michelle Palacio
 Sr. Vice President for Strategic Communications,
 Government and External Affairs

9/3/2021

Date

DocuSigned by:

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

9/3/2021

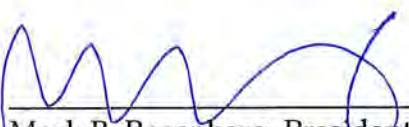
Date

DocuSigned by:

 Carlos B. Castillo, General Counsel

9/3/2021

Date


 Mark B. Rosenberg, President

09/08/2021

Date

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2021

Subject: Approval of the execution of a Sublease Agreement with the Knight Foundation for 22,822 square feet of space on the 33rd Floor of the Southeast Financial Center, located at THE BLOCK BOUNDED BY S.E. 2ND STREET, SOUTH BISCAYNE BLVD, S.E. 3RD AVENUE IN MIAMI FLORIDA, to be used as a new location for The Knight Foundation School of Computing and Information Sciences (the “Sublease Agreement”); and delegate to the University President, or his designee, the authority to execute the Sublease Agreement on behalf of the University

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees approve (1) the negotiation and execution of a sublease agreement for a new location for The Knight Foundation School of Computing and Information Sciences located at the block bounded by S.E. 2nd Street, South Biscayne Blvd, S.E. 3rd Avenue in Miami Florida, consistent with the terms and conditions contained in the attached letter of intent (the “Sublease Agreement”); (2) the delegation of authority to the University President, or designee, to negotiate the Sublease Agreement; and (3) the delegation of authority to the University President, or designee, to execute the Sublease Agreement on behalf of the University, and such other documents that may be necessary to effectuate the transactions contemplated therein.

Background Information

The Knight Foundation gift calls for our Computer Science and Computer Engineering programs to reach top-50 rankings and provide a talent pipeline for Florida’s tech sector. Central to this goal is to build on our significant growth in research and student success, and by adding 20 new research faculty. The College of Engineering and Computing has already achieved a dramatic 125% research awards growth and a remarkable 4-year graduation rate of 51% this year, and within a short period of time. We will build on these successes to achieve 160% research growth and 65% 4-year graduation rates over the next 4 to 5 years for the Knight Foundation School of Computing and Information Sciences. A goal is to facilitate strong industry and community identity through student, faculty, and alumni engagement with our constituents (industry and government organizations) at this facility. The planned Technology Solutions Hub activities will attract new research funding and philanthropic revenue, accelerate tech transfer, give students relevant industry experience for tech transitions and entrepreneurship, and provide a platform to showcase our many inventors and technologies.

The Knight Foundation currently leases approximately 22,822 rentable square feet, consisting of the entire 33rd Floor of the Southeast Financial Center, located in downtown Miami (the “Premises”). The Knight Foundation has offered to sublease the Premises to the University, until February 28, 2026 (the “Term”) and cover the sublease base rent and basic costs (as those terms are defined in

the Sublease Agreement) for the entire Term through a grant provided to the FIU Foundation, Inc. Such grant will cover 100% of the annual rent of the Premises, except for other charges such as overtime HVAC, excess utilities and similar charges.

The Premises will serve (i) FIU-affiliated entrepreneurs, including students and alumni, who are developing early-stage tech companies; (ii) student and community organizations producing tech and STEM-related programming; and (iii) FIU's Offices of Engagement, Career and Talent Development, and Technology Management and Commercialization in establishing a presence in the heart of Miami's business district. General office uses will include establishing FIU Tech, a startup space where FIU can help to develop ideas through interaction with FIU's students, FIU's technology and FIU's researchers and build an ecosystem of FIU's resources for the community by having a location in downtown Miami for College of Engineering and Computing students and FIU-affiliated tech entrepreneurs.

FIU has executed a non-binding letter of intent, a copy of which is attached hereto, evidencing the material terms and conditions of the Sublease.

- Term – Term of Sublease Agreement until February 28, 2026 (approximately 4 years and 6 months following lease Commencement Date)
- Subleasing 22,822 sq ft of office space
- 100% of annual rent and basic costs to be covered by Knight Foundation pursuant to a grant to the FIU Foundation
- Total FIU net incremental cost of approximately \$2.19M over that time

Supporting Documentation: Letter of Intent
Funding Certification Form

Facilitator/Presenter: Kenneth G. Furton



July 2, 2021

Dr. Kenneth G. Furton
Provost, Executive Vice President
and Chief Operating Officer
Florida International University
11200 SW 8th Street
Modesto A. Maidique Campus, PC 526
Miami, FL 33199

Mr. Howard Lipman
Chief Executive Officer
Florida International University Foundation, Inc.
MARC 5th Floor
11200 SW 8th Street
Miami, FL 33199

RE: Non-Binding Letter of Intent (“LOI”) to Sublease the Subleased Premises (as defined below)

Gentlemen:

Sublandlord (as defined below) wishes to take this opportunity to express to Subtenant (defined below) Sublandlord’s interest in subleasing the Subleased Premises.

This LOI summarizes the terms and conditions upon which Sublandlord would be willing to enter into a sublease for the Subleased Premises (“**Sublease**”).

Subject to (i) Sublandlord’s real estate committee’s review and approval, (ii) a mutually agreed upon Sublease and Grant Agreement, and (iii) Master Landlord’s (as defined below) consent, Sublandlord would be willing to proceed under the following terms and conditions:

1. **Sublandlord**: John S. and James L. Knight Foundation, Inc., a Florida not-for-profit corporation
2. **Subtenant**: Florida International University , a Florida public body corporate.
3. **FIUF**: Florida International University Foundation, Inc., a Florida not-for-profit corporation
4. **Master Landlord**: Ponte Gadea Biscayne, LLC, a Florida limited liability company.
5. **Master Lease**: Office Lease, dated August 27, 2002, as amended by that certain First Amendment to Lease, dated as of May 20, 2010, that certain Second Amendment to Lease, dated as of July 12, 2019, and that certain Third Amendment to Lease dated as of November 27, 2019 (the “Third Amendment”).
6. **Building**: Southeast Financial Center, located at the block bounded by S.E. 2nd Street, South Biscayne Blvd., S.E. 3rd Street, and S.E. 3rd Avenue, in Miami, Florida.
7. **Leased Premises**: Approximately 22,822 rentable square feet of space in the Building.

200 S. Biscayne Blvd, Suite 3300
Miami, FL 33131

(305) 908-2600

KF.org | @knightfdn



8. **Subleased Premises:** The entire Leased Premises.
9. **Sublease Term:** The Sublease Term shall commence as of September 1, 2021 (the “Effective Date”) and continue until March 30, 2026, unless otherwise terminated or extended.
10. **Rent Commencement Date:** The Effective Date of the Sublease.
11. **Rent Schedule:**

(a) **Base Rent.** The monthly base rent for the Subleased Premises”) shall be as set forth on the schedule below, which rent amounts are identical to the Base Rent due under the Master Lease pursuant to the Third Amendment:

Period	Annual Rate Per Rentable Square Foot	Annual Sublease Base Rent	Monthly Sublease Base Rent**
September 1, 2021 – December 31, 2021	\$35.00	\$798,770.00*	\$66,564.17
January 1, 2022 – December 31, 2022	\$36.62	\$835,741.64	\$69,645.14
January 1, 2023 – December 31, 2023	\$38.29	\$873,854.38	\$72,821.20
January 1, 2024 – December 31, 2024	\$40.01	\$913,108.22	\$76,092.35
January 1, 2025 – December 31, 2025	\$41.78	\$953,503.16	\$79,458.60
January 1, 2026 – March 30, 2026	\$43.61	\$995,267.42*	\$82,938.95

*Annual Base Rent shall be prorated for any partial Lease Year.

**The foregoing amounts do not include applicable Florida sales tax.

(b) **Basic Cost.** In addition to the Base Rent, Subtenant shall be responsible for the payment of the Basic Cost (as defined in the Master Lease), plus applicable Florida sales tax, as the same may be adjusted pursuant to the terms of the Master Lease. Notwithstanding the foregoing, the Grant (as defined below) shall cover 100% of all Annual Rent (as defined in the Third Amendment).

12. **Grant Agreement:** Simultaneously with the execution of the Sublease, Sublandlord, Subtenant and FIUF will enter into a grant agreement (the “Grant Agreement”) pursuant to which Sublandlord shall, among other things, provide a grant to FIUF, which grant will be paid to Subtenant (the “Grant”). The Grant shall be personal to FIUF and may not be assigned by FIUF to any other person or entity, other than to Subtenant. The Grant shall cover the payment of the Annual Rent (*to wit*: Base Rent and Basic Cost [as defined in the Master Lease] and all sales tax during the Sublease Term). The Grant Agreement shall contain additional terms and conditions regarding the administration of the Grant and the payment of the Annual Rent. The Grant Agreement shall include certain terms and conditions to provide appropriate name recognition to be granted to Sublandlord as a condition to the Sublease. The parties acknowledge and agree that any default by Subtenant under the Grant Agreement shall constitute a default by Subtenant under the Sublease, in which event Sublandlord shall have the right and option to terminate the Sublease as more fully particularly set forth in the Sublease.



13. **Additional Rent; Utilities:** Subtenant shall pay to Sublandlord any amounts incurred by Subtenant for after-hours HVAC, or other services for which additional charges may be incurred pursuant to Section 17 of the Master Lease (the "Excess Costs"). The parties acknowledge and agree that the Grant does not cover any of the Excess Costs.
14. **Security Deposit:** None.
15. **Sublandlord's Work:** Subtenant is accepting the Subleased Premises in AS IS - WHERE IS condition.
16. **Alterations:** Subtenant shall not make any alterations to the Subleased Premises without: (i) Sublandlord's prior written consent; and (ii) to the extent required under the Master Lease, Master Landlord's consent. Pursuant to Section 6 of the Third Amendment, Sublandlord, as tenant, is entitled to the Alterations Allowance (as defined in the Third Amendment) equal to \$456,440.00. So long as Subtenant is not in default under the terms of the Sublease, Subtenant shall be permitted to utilize the Alterations Allowance in accordance with the terms of the Master Lease. In the event Master Landlord does not permit the Alterations Allowance to be used directly by Subtenant, then Sublandlord and Subtenant shall work together in good faith and use commercially reasonable efforts to determine a mutually acceptable method for Subtenant's utilization of the Alterations Allowance. In the event Master Landlord does not permit the Alterations Allowance to be used directly by Subtenant, and Subtenant and Sublandlord are subsequently unable to come to a mutually acceptable agreement as to the method of Subtenant's utilization of the Alterations Allowance then Subtenant shall not be entitled to utilize the Alterations Allowance. Subtenant, at Subtenant's sole cost and expense, shall be responsible for all costs in excess of the Alterations Allowance. The construction of the alterations shall be more particularly set forth in the Sublease.
17. **Maintenance, Repair and Replacement:** Subtenant shall maintain, repair and replace all portions of the Subleased Premises that are the responsibility of tenant under the Master Lease.
18. **Assignment/Subletting:** Subtenant shall not assign the Sublease or sublet all or any portion of the Subleased Premises without Sublandlord's prior written consent, which may be withheld in Sublandlord's sole discretion.
19. **Permitted Uses:** General office space to support Florida International University (FIU) in establishing FIU Tech, a startup incubation space and community center in Downtown Miami for College of Engineering and Computing students and FIU-affiliated tech entrepreneurs. The Subleased Premises will serve: (i) FIU-affiliated entrepreneurs, including students and alumni, who are incubating early-stage tech companies; (ii) Student and community organizations producing tech and STEM-related programming; and (iii) FIU's Offices of Engagement, Career and Talent Development, and Technology Management and Commercialization in establishing a presence in the heart of Miami's business district.
20. **Insurance:** Subtenant, at Subtenant's sole cost and expense, shall keep in force the same insurance policies specified and required by Sublandlord in the Master Lease. In addition to all additional insureds required under the Master Lease, Subtenant shall also name Sublandlord as an additional insured under all such insurance policies.
21. **Parking:** Subtenant shall be entitled to all of the parking spaces provided to Sublandlord under the Master Lease, subject to the terms of the Master Lease. Subtenant shall reimburse Sublandlord on a monthly basis for the costs of such parking spaces. The parties acknowledge and agree that the costs of the parking spaces are not included in the Grant.



22. **Subtenant's Signage:** Subtenant may, at Subtenant's expense, install signage within the Subleased Premises, subject to the Master Lease, and Sublandlord's consent.
23. **Compliance:** Subtenant will comply with all laws, rules and regulations affecting the Subleased Premises and all the terms and conditions of the Master Lease.
24. **Contingency:** The Sublease shall be contingent upon Sublandlord's ability to obtain Master Landlord's written consent and Master Landlord's written waiver of its option to sublease the Subleased Premises from Subtenant (as set forth in Section 13(d) of the Master Lease). In the event that the Master Landlord does not consent to the terms and conditions set forth in this LOI, then this LOI shall be deemed automatically withdrawn, null, void and of no further force or effect. Additionally, prior to the execution of the Sublease, Sublandlord may elect to: (i) terminate the Master Lease; (ii) enter into a sublease with a third-party for all or any portion of the Premises; or (iii) assign the Master Lease to a third-party. In all circumstances, Sublandlord shall have no liability to Subtenant under this LOI.
25. **Surrender:** Subtenant shall be obligated to surrender the Subleased Premises in the condition required pursuant to the terms and conditions of the Master Lease.
26. **Broker(s):** Blanca Commercial Real Estate, representing Sublandlord. Subtenant is not represented by a broker in this transaction.
27. **Extension Option(s):** To the extent Master Landlord consents to same, Subtenant shall be permitted to exercise the Renewal Option(s) (as defined in the Master Lease) as set forth in the Lease; provided, however, if Subtenant shall elect to exercise a Renewal Option, then Sublandlord shall be released from any and obligations under the Lease during such Renewal Term (as defined in the Lease) and the Master Lease shall become a direct lease between Master Landlord and Subtenant. In the event the Master Landlord does not consent to Subtenant's exercise of the Renewal Option(s), then the Sublease Term shall expire on March 30, 2026.
28. **Confidentiality:** Other than with the express prior written consent of the other party or to the extent required by law, neither party will disclose to the public nor to any third party the existence of this LOI or the terms hereof, or the fact that discussions are taking place between the parties, except to their respective agents, representatives, consultants, advisors, current employees, officers, directors, partners, investors or lenders, and each party's respective legal counsel. The parties acknowledge and agree that the Subtenant is subject to Chapter 119, Florida Statutes, otherwise known as Florida's Public Records Law.
29. **Subordination to Master Lease:** Subtenant acknowledges that its rights under the Sublease are expressly contingent upon, subject and subordinate to the terms and conditions of the Master Lease.
30. **Non-Binding:** This LOI is not intended to be a legally binding agreement and it is the intent of the parties that no such legally binding agreement shall exist unless and until a formal and definitive Sublease has been negotiated, drafted, approved by the respective parties and their legal counsel and executed and delivered by such parties. Neither party may claim any legal rights against the other by reasons of actions taken in reliance on this non-binding LOI, including, without limitation, any partial performance of the transactions contemplated herein. The parties acknowledge that this non-binding LOI does not address all essential terms of the transactions contemplated by this LOI and that such essential terms will be the subject of further negotiations. The parties acknowledge and agree that either party shall have the right to terminate the negotiation of a formal agreement for any reason or no reason and that neither party owes the other party any duty to negotiate a formal agreement.



Signed this 2nd day of July, 2021


SUBLANDLORD:

JOHN S. AND JAMES L. KNIGHT FOUNDATION, INC.,
a Florida not-for-profit corporation

By: _____
Name: Juan Martinez
Title: Vice President/CFO and Treasurer

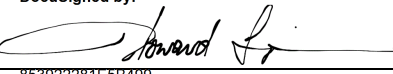
SUBTENANT:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**
a public body corporate of the State of Florida

DocuSigned by:
By:  _____
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Dr. Kenneth G. Furton
Provost, Executive Vice President
And Chief Operating Officer

FIUF:

FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.,
a Florida not-for-profit corporation
(executing this LOI for purposes of Section 11 only)

DocuSigned by:
By:  _____
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Name: Howard Lipman
Title: CEO

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Funding Certification Form

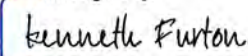
This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President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

Item name/description: Knight Foundation sublease to be covered by gift agreement

Funding Source(s): Knight Foundation Gift Agreement

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:



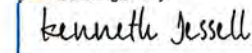
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Kenneth G. Furton
Provost and Executive Vice President

9/7/2021

Date

DocuSigned by:



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

9/7/2021

Date

DocuSigned by:

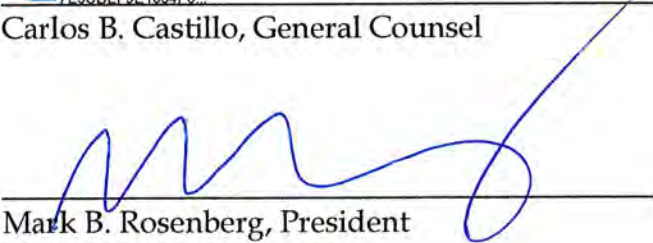


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Carlos B. Castillo, General Counsel

9/7/2021

Date


Mark B. Rosenberg, President

09/08/2021
Date

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee

September 14, 2021

Subject: Approval of transactions greater than or equal to \$1,000,000 and less than \$3,000,000: (1) blanket purchase order for Apple, Inc.; (2) contract #PUR-01611 for Triumvirate Environmental Services; and (3) advance approval to purchase 40 pianos for the FIU School of Music

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) approve the University entering into the transactions as described below, and (ii) authorize the University President or his designee to execute, on behalf of the University, all of the documents, and take all actions, that may be necessary to effectuate the transactions contemplated in the respective contracts.

Background Information:

1.) Blanket Purchase Order (Vendor: Apple, Inc.) A Blanket Purchase Order is being requested by FIU PantherTech to procure computer equipment peripherals and services for personal and institutional usage per the executed Reseller Agreement with Apple. Personal purchases will utilize exception under Florida Board of Governors Regulation 18.001, Procurement (6)(d)(18)- Purchases for Resale. Institutional purchases for FIU will piggyback the State of Florida Alternate Contract Source No. 43211500-WSCA-15-ACS, effective period: 09/30/2015 - 07/31/2022.

- **Term:** Started on July 1, 2021 through June 30, 2022
 - **Cost:** \$2,100,000.00
 - **Funding source:** Auxiliary
-

Supporting Documentation: C00001625 Reseller Agreement, (Personal/Institutional)
C00001625-A1 Amendment to Reseller Agreement
Participating Addendum | Master Agreement No: MNWNC-102 | Alternate Contract Source No. 43211500-WSCA-15-ACS
State of Florida contract with Apple, Inc., 43211500-WSCA-15-ACS | Amendment No. 5
Funding Certification Form

Facilitator/Presenter: Kenneth A. Jessell

2.) Contract #PUR-01611 (Vendor: Triumvirate Environmental) for Hazardous Waste Disposal Service. The contract is being requested by Environmental Health & Safety to provide hazardous waste disposal services. FIU will piggyback ITN-18-20-PC solicited by the University of South Florida. FIU entered into a piggyback agreement, Contract #PUR-01611 on October 18, 2018, with Triumvirate Environmental Services. FIU is issuing a renewal to Triumvirate Environmental Services for hazardous waste disposal services. A renewal will be issued for one year at a total cost not to exceed \$130,000 and FIU will be billed annually.

- **Term:** Initial term July 1, 2018 – June 30, 2021 with two (2) one (1) year renewal options commencing July 1, 2021 – June 30, 2022, with the second renewal July 1, 2022 – June 30, 2023
- **Cost:** First year renewal is \$130,000 and a total contract cost of \$1,204,552.08
- **Funding source:** Auxiliary Enterprises and Sponsored Research Overhead

Supporting Documentation: First Amendment to the Piggyback Agreement
Funding Certification

Facilitator/Presenter: Kenneth A. Jessell

3.) Advance approval to purchase through a competitive solicitation or piggyback of an allowable competitively solicited contract 40 pianos for the FIU School of Music. Approval is requested to purchase pianos to replace pianos that have extensive mold damage and cannot be restored, regulated, or tuned correctly. These pianos are used for performance, teaching, and practice by FIU faculty and students in the School of Music. The purchase is for the replacement of 12 grand pianos and 28 upright pianos: 12 Grand Pianos, with approximate sizes (1 concert grand—8'11"; 3 classic grands—6'11"; 1 salon grand—6'2"; 6 medium grands—5'7"; and 1 living room grand 5'11"); 28 upright pianos (1 professional upright; 15 performance uprights; and 12 institutional performance uprights). FIU anticipated some trade-in value for the existing damaged pianos and the estimated net cost is approximately \$1.3 million with a not-to-exceed price of \$1.6 million.

Supporting Documentation: Funding Certification Form

Facilitator/Presenter: Kenneth A. Jessell



Apple Authorized Campus Reseller Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and Campus Reseller, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Institution or Company Legal Name ("Campus Reseller"): The Florida International University Board of Trustees

DBA Name: Florida International University

Address: 11200 SW 8 Street
Miami, FL 33199

Purpose

Campus Reseller wishes to purchase and resell Products to Customers in the Territory and the Parties intend that this Agreement will govern the purchase and sale of such Products in accordance with the terms and conditions set forth below.

1. Definitions

"Agreement" means, collectively, this Campus Reseller Agreement, including the Exhibits, the Ancillary Terms, and any variations or amendments to the foregoing made by Apple as permitted herein, and any mutually executed amendments to the Agreement.

"Ancillary Terms" means and includes the Policies and Requirements, Channel Member Code of Conduct, Apple Identity Guidelines, the terms of service and/or terms of use pertaining to ASW, any additional documents that Apple subsequently incorporates by reference in any of the foregoing, and any variations or amendments to the foregoing made by Apple as permitted herein.

"Apple Authorized Campus Reseller" or "Campus Reseller" means a reseller of Products, as defined below, with which Apple has an Apple Authorized Campus Reseller Agreement then in effect.

"Apple Confidential Information" means any and all information in oral or written form that Campus Reseller knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Campus Reseller may have access in connection with this Agreement, including but not limited to business and marketing plans, financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Campus Reseller's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Campus Reseller without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Campus Reseller in breach of this Agreement.

"Apple Content" means Apple Product specifications, Apple Product literature, images, and other textual, graphical and/or multimedia content regarding Apple Products, and any other marketing collateral regarding Apple Product, in any form or medium, which is designed by Apple for use in preparing advertising and promotional material in accordance with the Agreement, including but not limited to Apple's applicable trademark, merchandising and marketing guidelines and policies.

"Apple Intellectual Property" means all intellectual property rights directly or indirectly owned or exclusively licensed by Apple, including but not limited to Apple Marks, patents, design rights, service marks and copyrights, registered or unregistered, anywhere in the world.

"Apple Marks" means all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to Apple anywhere in the world, including but not limited to Apple, the Apple logo and any channel designations, marks or program identifiers (e.g., as "Apple Authorized Campus Reseller").

"Apple Product" or "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Campus Reseller has paid to acquire or has properly licensed from Apple for resale and/or distribution to Customers but excluding any third party software and all other third party products.

"Apple Sales Web" or "ASW" means the web site maintained by Apple for access and use by Apple Authorized Campus Resellers and through which Apple may provide Product information, Ancillary Terms, sales information, marketing support and materials, business and Product announcements, and certain other information and materials relevant to Campus Reseller's activities as an Apple Authorized Campus Reseller.

"Appointment" means Apple's appointment of Campus Reseller as a limited and non-exclusive Apple Authorized Campus Reseller as provided in this Agreement under Section 3 (Appointment) below.

"Campus Reseller Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Campus Reseller without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Campus Reseller Confidential Information. Campus Reseller



Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Campus Reseller Confidential Information; (d) is required to verify Campus Reseller's compliance with export laws or any other provisions of this Agreement; (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement; or (f) is Customer Information.

"Campus Store Location" means physical sales locations where Campus Reseller is authorized by Apple in writing to resell Products; and other locations including warehouses and billing addresses approved by Apple, as applicable, in writing, subject to the terms of the Agreement.

"Policies and Requirements" mean Apple's policies, practices and programs that: (i) govern Campus Reseller's performance under this Agreement and its use of, or activities with respect to any Apple-provided resources and systems; (ii) are posted to Apple Sales Web or other Apple web sites or otherwise provided to Campus Reseller; and (iii) which are incorporated herein by reference and which Apple may update periodically.

"Configure-to-Order Product" or "CTO Product" means Products that Apple modifies from its standard configurations and that are available to Campus Reseller only by special order.

"Customers" means (i) EIPs (as defined below); (ii) end users, whether or not the end users are the actual purchasers; and (iii) purchasers not purchasing the Products for resale.

"Customer Information" means all of the information Apple collects from or about end users and purchasers of its Products or potential end users or purchasers.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Eligible Individual Purchasers" or "EIPs" means any of the following:

- (1) Students: Any individual enrolled in a course of study leading to a degree or certificate from Campus Reseller Institution.
- (2) Entering Students: Any person with confirmed intent to enroll in Campus Reseller Institution after notice of acceptance.
- (3) Faculty: Any member of the Campus Reseller Institution's faculty.
- (4) Staff: Any person employed by Campus Reseller Institution who supports the Institution's academic mission and is not temporary, employed as a contractor, or acting as a consultant on behalf of the Institution.

"Institution" means state accredited higher educational institution or entities offering certificates or degrees or the substantive equivalent thereof.

"Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"Line of Credit" means a line of credit established for Campus Reseller by Apple in its sole discretion.

"Modifications" means any changes to Product(s) that alter the functionality or capability of such Product(s), or bundling Products with third party Products.

"Party" means either Apple or Campus Reseller and **"Parties"** means both of them.

"Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Campus Reseller.

"Prohibited Products" means non-genuine (counterfeit) Apple Products or products that infringe Apple's Intellectual Property.

"Return Material Authorization" or "RMA" means the process to return Products to Apple, which must be authorized in advance by Apple, as set out in the Ancillary Terms.

"Services" mean collectively, the standard, price-listed services, support and/or training products sold under the Apple brand name.

"Term" means the term of this Agreement, which will begin on the Effective Date and continue until Midnight, Pacific Standard Time, on April 30, 2018, unless terminated earlier as provided in this Agreement.

"Territory" means the contiguous United States, Alaska and Hawaii.

"Transshipping" means the sale or transfer of Products between a Campus Reseller and any other reseller (including other Apple Authorized Campus Resellers or unauthorized reseller).

"Verification of Eligibility Form" means the document certifying eligibility, signed by Eligible Individual Purchasers when purchasing Apple Products from Campus Reseller.

2. Interpretation

In the event of any inconsistency between or among any components of the Agreement, the following precedence will apply in descending order:



- (i) Agreement
- (ii) Exhibit A, Trademark License Agreement
- (iii) Policies and Requirements
- (iv) Channel Member Code of Conduct
- (v) Apple Identity Guidelines

Campus Reseller acknowledges, by its signature hereunder, that it has received or is able to access physical or electronic copies of all documents listed above

3. Appointment

3.1 Subject to the terms of the Agreement, Apple appoints Campus Reseller as a limited and non-exclusive Apple Authorized Campus Reseller to resell Apple Products to Customers in accordance with the terms of this Agreement, and/or facilitate Customers' purchases directly from Apple, and for so long as Campus Reseller continuously complies with and satisfies its obligations under the Agreement, including but not limited to those described in the Ancillary Terms.

3.2 Campus Reseller's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Campus Reseller that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

4. Scope of Authorization

4.1 Campus Reseller will sell Products to Customers in the Territory, in accordance with the policies outlined in the Ancillary Terms. Campus Reseller will solely determine the prices for those Products. Except as expressly authorized in the Appointment, no other sales or distribution of Products is authorized. Campus Reseller is expressly prohibited from purchasing Apple Products for sale and/or distribution outside of the Territory.

4.2 Campus Reseller will not, and will not directly or indirectly permit any other person or entity to, sell, rent or lease any Products or Services: (i) for resale; (ii) for export outside the Territory, either directly or indirectly; (iii) to certain Apple customers participating in special programs and identified by Apple; (iv) for sales via the internet; or direct mail order; (v) for promotional, leasing, or rental purposes; (vi) for Transshipping; or (vii) that are Prohibited Products.

4.3 Campus Reseller is expressly prohibited from Transshipping any Apple Products to any other resellers (including Apple Authorized Resellers or unauthorized resellers) or to any non-authorized Campus Store Locations, including but not limited to Campus Reseller's subsidiaries, franchisees, and other affiliates, without Apple's prior written approval.

5. Rights Reserved to Apple

5.1 This Agreement is non-exclusive and grants Campus Reseller only those rights specifically stated in this Agreement during the Term. All other rights in and regarding the Products, Apple Marks and Apple Content, whether express or implied, are expressly reserved to Apple. Nothing in this Agreement limits Apple's own marketing, sale or distribution activities with respect to the Products or Services, or Apple's appointment of other resellers, agents, licensees, or distributors. Apple's ability to sell directly to any person, including Customers or potential Customers of Campus Reseller in competition with Campus Reseller, or any other rights that Apple has or may have. Campus Reseller acknowledges and agrees that as between Campus Reseller and Apple, Apple retains ownership of all rights, including intellectual property rights, in and to Apple Intellectual Property, Apple Marks and Apple Content.

5.2 Campus Reseller's Appointment is made at Apple's sole discretion and is made on a non-exclusive basis. Apple is free to sell Products to Customers, either directly or indirectly. Campus Reseller acknowledges and agrees that Apple may, at any time and in its sole discretion: (i) open Apple retail stores in any location, including in locations that are proximate to Campus Store Locations; (ii) sell Products directly to Customers from a sales location owned by Apple or an Apple affiliate which may or may not be proximate to a Campus Store Location; (iii) sell Products directly to Customers through web-based (whether electronic commerce or mobile commerce) stores; (iv) authorize additional Campus Resellers in any location, including in locations that are proximate to Campus Store Locations; (v) reserve an area or location where it does not want to approve a Campus Store Location or appoint a Campus Reseller in that area or location; and/or (vi) permit others to do any of the foregoing. Campus Reseller shall not enter into any lease or other agreement, or enforce any provision of a pre-existing lease or other agreement, with respect to an Campus Store Location that in any manner restricts or impacts Apple's ability to open an Apple Retail Store, or authorize another reseller, in any particular area or location. Campus Reseller acknowledges and agrees that any activities carried out for the purposes of this Agreement and any investments relating thereto take into account the non-exclusive nature of its Appointment as a Campus Reseller and Apple's rights.

5.3 Apple reserves the right to remove or add Products from or to the Apple price lists, restrict or otherwise limit Configure-to-Order Products, and change the Ancillary Terms and scope of Campus Reseller's authorization at any time and without prior notice. Apple will have the right to restrict Campus Reseller's access to Apple Products until Apple determines that Campus Reseller complies with any and all changes to the Ancillary Terms.

5.4 Apple may allocate Products in its sole discretion and without liability to Campus Reseller. Campus Reseller acknowledges that Apple may choose to allocate Products to or among Apple's own retail and web-based stores, direct customers, education customers, sales territories, other resellers, or other sales channels, before Campus Reseller, and that there may be delays in Apple's fulfillment of Campus Reseller orders.



6. Campus Reseller's Obligations

6.1 Without limitation and throughout the Term, Campus Reseller will at its own expense: (i) comply with the Agreement and all Ancillary Terms; (ii) promote and sell the Products in a manner that maintains the good name, goodwill and reputation of Apple, its employees, directors, affiliates, the Products, the Apple brand and does not infringe any Apple Intellectual Property; (iii) upon Customers' request, provide to Customers a copy of (a) Apple's standard limited warranty for Apple Products that consist of hardware; (b) any warranties provided by vendors of products bundled with the Products; (c) Apple's end user licenses that accompany any Apple Product consisting of hardware and/or devices of any kind; and (d) Apple's end user licenses for Apple Product consisting of software whether distributed as standalone or accompanying the Products; (iv) conduct its activities in a professional and competent manner; (v) actively promote and sell Products to Customers and maintain a high level of Customer satisfaction; (vi) not sell, offer for sale, distribute, or promote any Prohibited Products, and will not allow any third party to sell, offer for sale, distribute, or promote any Prohibited Products; and (viii) not engage in any illegal, false or deceptive acts or practices in the course of its business activities or performance of the Agreement.

6.2 Throughout the Term, Campus Reseller will provide knowledgeable assistance to Customers and potential Customers in connection with the Products, including: (i) training and maintaining a sufficient number of capable personnel to sell the Products in accordance with the training requirements identified by Apple and/or described in the Ancillary Terms; (ii) assisting to determine appropriate Product configurations that fit the needs of Customers; and (iii) providing information and advice on the general intended use of Products.

6.3 Upon the sale of Products to a Customer, Campus Reseller will provide each Customer with (i) a bill of sale or other receipt that states, at a minimum, the date of sale, the Product serial number(s), and the address of the Campus Store Location where the sale occurred; and (ii) the then-current limited warranties for the Products, along with any end user license agreements accompanying the Products.

6.4 Campus Reseller will promptly notify Apple in writing of any: (i) suspected Product defect or safety issue; (ii) violations of Apple's rights under end-user licenses for the Products; or (iii) any claims or proceedings concerning Products. All such notices shall be regarded as Apple Confidential Information by Campus Reseller and will be subject to the Confidentiality provision(s) contained in this Agreement.

6.5 In the event that Apple decides to communicate safety notices or implement safety changes to Products, upon Apple's request, and at no cost to Apple, Campus Reseller will promptly: (i) communicate all Apple safety notices to Campus Reseller's Customers; (ii) reasonably assist with the proactive implementation of safety changes/recalls of Products in relation to Campus Reseller's Customers; and (iii) report to Apple on the progress of such actions.

6.6 Campus Reseller will provide Apple with sales and inventory reports, in accordance with formats prescribed by Apple.

6.7 Campus Reseller will not make or facilitate Modifications to any Product, without authorization in writing signed by Apple.

6.8 Campus Reseller may not sell, offer for sale, distribute or promote any Prohibited Products. If Campus Reseller learns or suspects that it has Prohibited Products in inventory and/or available for sale or distribution, Campus Reseller will (i) promptly, and in no event more than three (3) working days after discovery, notify Apple and remove product listings and discontinue sales or distribution of the Prohibited Products; (ii) provide Apple with details on how the Prohibited Products were acquired; (iii) assist Apple's investigation of such Prohibited Products; (iv) permanently refrain from selling or reselling Prohibited Products; and (v) take steps to ensure that Prohibited Products are not inadvertently sold by Campus Reseller in the future, including as applicable, setting up appropriate buying and promotions guidelines and online listing screening and review procedures. A failure by the Campus Reseller to respond promptly to or cooperate with Apple's requests or inquiries concerning Prohibited Products will be viewed as a material breach of this Agreement and grounds for immediate termination.

6.9 Campus Reseller will distribute Products with all warranties, notices, licenses, disclaimers, packaging, logos, labels, and in-box materials intact, as shipped from Apple.

6.10 Campus Reseller will not make or issue any representations, warranties, or guarantees to Customers or any other third party through any medium with respect to the specifications, features, or capabilities of any Apple Products that are inconsistent with the representations, warranties, guarantees and disclaimers specifically stated in Apple's end user license agreements and then-current Apple Product documentation. Campus Reseller's representations to Customers with respect to Apple Products shall at all times be consistent with Apple's end user license agreements and Apple's then-current Apple Product documentation as made available to Campus Reseller by Apple.

6.11 Campus Reseller will pay any applicable sales or use taxes, duties and other imposts due on account of purchases under the Agreement. Campus Reseller will be responsible for the collection (and remittance to the proper taxing authority) of all applicable sales tax and use taxes associated with the resale of Products. In addition, Campus Reseller is responsible for the payment of any copyright levies, recycling fees, and other fees imposed on the Products, parts thereof, or their packaging by any central or local authority, collecting society, or other institution, attributable to its activities under this Agreement and which legally must be paid by Campus Reseller and not by Apple. Notwithstanding the foregoing, Apple may elect to account to the relevant institution or join an arrangement or collective agreement in relation to a specific Product on behalf of its resellers, and if it does so, Apple may charge such levies, or fees, to Campus Reseller on the Product invoice. Apple may also require that Campus Reseller take one or more of the following actions with respect to such levies or fees: (i) reflect them separately on Campus Reseller's own invoices; (ii) inform Customers about them; (iii) pass them on to Campus Reseller's Customers in a visible manner, and (iv) provide such information as Apple may reasonably request regarding any exports which would permit Apple to reclaim the amounts paid.



6.12 In addition to the payment of recycling fees or similar duties, local law or recycling schemes may require Campus Reseller to comply with certain take-back, collection or recycling requirements. Campus Reseller shall comply with such requirements and any additional requirements as may be communicated by Apple in the Ancillary Terms.

6.13 Campus Reseller shall comply with the Policies and Requirements. Apple shall communicate any changes to the Policies and Requirements prior to the effective date of such changes. Campus Reseller shall have a reasonable period of time to implement changes requiring Campus Reseller to materially alter its activities, provided such period does not exceed thirty (30) days from the stated effective date.

6.14 Throughout the Term, Campus Reseller will maintain an active internet email address, which it will provide to Apple. Campus Reseller will have internet access at each Campus Store Location at all times and will access email at least daily, and ASW at least weekly to ascertain whether Apple has varied or amended the Ancillary Terms.

6.15 Campus Reseller must notify and obtain Apple's written approval and consent in advance of any of the following changes: (i) changing the location of a Campus Store Location; (ii) closing a Campus Store Location; (iii) adding a new Campus Store Location; (iv) modifying the status of a Campus Store Location; (v) changing its legal or operating business name, address (including web URLs) or contact information; or (vi) any change of ownership. In the event of any change of ownership, Campus Reseller shall not transfer its Appointment prior to Apple's specific written approval. All requests for approvals of any of the changes described in this Section shall be evaluated at Apple's sole discretion. Apple makes no guarantee that it will grant any such approval(s) or as to the conditions under which any such approval(s) might be granted.

6.16 Verification of EIPs

Campus Reseller shall verify the eligibility of EIPs purchasing Apple Products as prescribed in the Ancillary Terms and shall comply with the resale limitations as set forth in the Ancillary Terms and in this Agreement. Campus Reseller shall ensure that for each applicable purchase as described within the Policies and Requirements, EIP status is verified and the EIP executes a Verification of Eligibility Form incorporating the certifications and information on the "Sample Verification of Eligibility Form" attached hereto as Exhibit B. Executed forms must be maintained pursuant to Section 11 " below.

6.17 Campus Reseller shall not engage in the sale, distribution, export or handling of any Apple Products that have not been distributed by Apple for sale in the Territory.

6.18 Campus Reseller will not sell, distribute or offer for sale Apple Products that are factory refurbished, reseller-reconditioned, or used, unless expressly authorized in writing signed by Apple.

7. Export Obligations

This Agreement is subject to all applicable laws, regulations, orders and other limitations on the export and re-export of commodities, technical data and software. CAMPUS RESELLER SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE EXPORT AND REEXPORT CONTROL RULES THAT APPLY TO ITS RESALE ACTIVITIES AND further agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States, or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

8. Terms and Conditions of Purchase

8.1 In order to qualify to purchase Products directly from Apple, Campus Reseller must satisfy all requirements and perform all obligations of the Ancillary Terms applicable to or governing direct Campus Reseller purchases of Products.

8.2 Campus Reseller may order Products from Apple by either (i) ordering from the Apple Reseller Online Store, (ii) by submitting a purchase order to Apple, (iii) if qualified, by sending data via Electronic Data Interchange (EDI), or (iv) by any other means communicated by Apple. Campus Reseller may not purchase Products for resale from any Apple retail store, other Apple online store, or an Apple direct purchase team unless authorized in writing by Apple. In the event Campus Reseller submits orders via an online portal managed by Apple, Campus Reseller agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

8.3 Any order placed with Apple is subject to acceptance by Apple, and Apple may decline any order, in whole or in part, for any reason. The taking and acknowledgment of orders does not, in any way, constitute automatic acceptance of such orders by Apple. Apple may cancel any accepted order prior to shipment.

8.3.1 Campus Reseller may request a change to or cancellation of an order for Products, other than CTO Products, prior to commencement of the shipping process. Campus Reseller may request a change to or cancellation of an order for CTO Products according to the Ancillary Terms. The acceptance of such a request is at Apple's sole discretion.

8.4 Apple may at any time reject orders and change or modify Product models, offerings, specifications, construction or design. Any Products so changed or modified and offered to Campus Reseller in fulfillment of original orders from Campus Reseller are subject to acceptance by Campus Reseller. If Campus Reseller does not cancel the original orders within seven (7) days the change or



modification will be deemed as accepted. Campus Reseller acknowledges and agrees that Apple shall have no liability to Campus Reseller as a result of any action it takes in furtherance of any of the foregoing.

8.5 Apple may make partial shipments of Campus Reseller's orders without liability for any failure to ship complete orders or for any shipment delay. Campus Reseller will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries.

8.6 Without prejudice to Campus Reseller's rights under Section 10 (Limited Warranty to Campus Reseller), each shipment shall be deemed correct and undamaged unless Campus Reseller notifies Apple of the discrepancy or damage in writing within forty eight (48) hours of delivery of the given shipment and in accordance with the Ancillary Terms. All such notifications must include the purchase order number, and the exact nature of the damage or the discrepancy between the order and the shipment in number or type of Products shipped. For under-shipments, Apple shall, at its sole discretion, issue a replacement shipment, or a credit to Campus Reseller's account within thirty (30) days of receipt of such written notice from Campus Reseller. For the avoidance of doubt, Apple will not process such notices from Campus Reseller that are not supported evidentially by proof-of-delivery documentation.

8.7 The title and risk of loss to all Products will pass to Campus Reseller upon shipment from Apple's shipping location. However, for Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter (as posted on ASW) during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Campus Reseller may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Campus Reseller, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Campus Reseller shall insure Products for their full replacement value from delivery to Campus Reseller until Campus Reseller has paid Apple in full for such Products, and shall name Apple as a loss payee on the Campus Reseller's policy.

8.8 The return of any Products by Campus Reseller must be authorized in advance by Apple. The Return Material Authorization process is set out in the Ancillary Terms. Apple may make a charge for any Products that are not returned in accordance with the RMA.

8.9 Apple may in its sole discretion establish a Line of Credit for Campus Reseller. If Apple establishes a Line of Credit it will do so under the following terms and conditions:

8.9.1 Payment terms for all amounts due from Campus Reseller to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Campus Reseller's account on credit hold until payment is received in full. Overdue amounts will be subject to an additional interest charge computed daily for each day that the payment is late at the rate of interest of the Inter Bank Offer Rate prevailing in the country of payment plus two per cent (2%). If payment is required to be made on a basis other than net thirty (30) days, then such modified terms, whether net fifteen (15) days, cash in advance, or otherwise, will become the ordinary course of business and dealing between Apple and Campus Reseller.

8.9.2 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Campus Reseller for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Campus Reseller. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Campus Reseller; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Campus Reseller; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Campus Reseller acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

8.9.3 Apple may place sales to Campus Reseller on immediate credit hold (i.e., suspend all sales to Campus Reseller) whenever the outstanding balance owed by Campus Reseller and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Campus Reseller fails to make payment to Apple in accordance with established terms.

8.9.4 Without prejudice to its right to terminate this Agreement for breach under Section 17, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Campus Reseller of any of its obligations to Apple, including the failure to comply with any credit terms.

8.9.5 Should there at any time be monies owing from Apple to Campus Reseller, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Campus Reseller or its affiliates or subsidiaries to Apple.

8.9.6 Campus Reseller will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Campus Reseller. If such information is not provided in a timely manner, Apple may suspend all sales to Campus Reseller or exercise any other remedies hereunder until such information is provided to Apple.

8.10 Where no credit facility has been granted to Campus Reseller or where this has been withdrawn (in Apple's absolute discretion)



payment will be required in full in cleared funds prior to delivery (unless otherwise provided in this Agreement).

8.11 Campus Reseller acknowledges that Apple may invoke any of the remedies to recover its Product sold, or sums due for such Product, as provided in the Uniform Commercial Code of Delaware. Campus Reseller further acknowledges that it is responsible for the costs, legal and otherwise, associated with the enforcement of security provided for credit.

8.12 The price for Products purchased directly from Apple will be the price on the applicable Apple price lists on the date that Apple accepts the order for the Products. Prices include standard freight and insurance using an Apple-selected carrier. Campus Reseller will be invoiced upon shipment of Product. Apple reserves the right to change the Apple price lists and Campus Reseller's credit terms at any time.

8.13 Campus Reseller acknowledges that Apple has set its prices and entered into this Agreement in reliance upon the provisions of this Agreement, particularly including (but not limited to) Sections 16 and 18.1 and that the provisions of this Agreement form an essential basis of the bargain between the parties. If Apple has reasonable grounds to believe it may have a claim on any basis against Campus Reseller or its affiliates or subsidiaries, Apple may also withhold an amount it deems reasonably necessary to cover the amount of the possible claim.

8.14 The details of any discounts, rebates or other benefits that may be available to Campus Reseller in respect of Products and the relevant conditions or requirements which attach thereto will be set out in the applicable Ancillary Terms. Without prejudice to its right to terminate this Agreement for breach under Section 17, Apple may withdraw immediately any such discounts, rebates or other benefits and/or the participation in any program, in whole or in part, in the event of a breach by Campus Reseller of this Agreement or in the event of non-compliance with the relevant Ancillary Terms.

8.15 Campus Reseller will provide Apple with a properly executed resale certificate and any other documentation requested by the taxing jurisdiction, (such taxing jurisdiction to be determined under applicable law), to substantiate any claim of exemption from taxes, duties, or imposts. For the avoidance of doubt, the taxing jurisdiction under applicable law is currently the state of destination for the shipped Product(s).

9. Confidentiality

9.1 During the Term and for five (5) years thereafter, Campus Reseller will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Campus Reseller will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Campus Reseller shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Campus Reseller and Apple, any Apple programs or policies, Ancillary Terms, or the nature of any contractual relations between Apple and Campus Reseller or any third party. Campus Reseller may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

9.2 Apple will not use Campus Reseller Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Campus Reseller Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information or its subject matter without the Campus Reseller's prior written consent or as required by law.

10. Limited Warranty to Campus Reseller

10.1 Apple warrants that any Products purchased for resale to Customers pursuant to this Agreement will as of the date of shipment conform to their general descriptions on the Apple price list current as of the date Apple sold such Product to Campus Reseller. Campus Reseller's sole and exclusive remedy for any breach of this warranty will be a credit to Campus Reseller's account for the original amount of Campus Reseller's purchase price for such non-conforming Products after such Products are returned to Apple. THE FOREGOING CONSTITUTES CAMPUS RESELLER'S SOLE REMEDY AND APPLE'S SOLE AND EXCLUSIVE OBLIGATION FOR ALL WARRANTY CLAIMS.

10.2 OTHER THAN AS STATED IN SECTION 10.1 ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO APPLE PRODUCTS, SERVICES, APPLE MARKS, APPLE CONTENT, AND/OR APPLE'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIRD PARTY PRODUCTS ARE SOLD "AS-IS" WITH ALL FAULTS AND WITHOUT EXPRESS OR IMPLIED WARRANTIES BY APPLE. THIRD PARTY PRODUCTS MAY BE ACCOMPANIED BY THEIR MANUFACTURER'S STANDARD LIMITED WARRANTIES.

11. Records, Inspections and Audits

11.1 Campus Reseller will maintain, for or at the applicable Campus Store Location its records, contracts and accounts relating to the sale of Apple Products for at least five (5) years including, without limitation, (i) the delivery of the Products to Campus Reseller, including the date of such deliveries and the serial numbers of Products delivered; and (ii) the sale of Products, including the identity of the Campus Reseller's Customers (to the extent permitted by law), the date of such sales to Customers and the serial numbers of the Products sold. During the Term and for five (5) years after its expiration or termination, Apple will have the right to inspect Campus Reseller's records, contracts and accounts relating to the sale of Apple Products. Campus Reseller will provide information regarding Campus Store Locations and any other information that Apple may reasonably request, including but not limited to, sales and inventory reports, in formats prescribed by Apple.



11.2 During the Term and for a period of five (5) years after expiration or termination of the Agreement, Apple will have the right to conduct an audit of Campus Store location and other related facilities at any time during the regular business hours for purposes of verifying Campus Reseller's compliance with the terms of this Agreement and Ancillary Terms. Upon Apple's reasonable request, made directly by Apple or by Apple's external auditors, Campus Reseller will promptly provide copies of any requested records, financial statements and documents. Campus Reseller will ensure that it maintains records related to the sale of Products such that Campus Reseller can fully comply with inspections and audits by Apple. Campus Reseller will cooperate and assist with all reasonable requests made by Apple regarding inspections and audits and will not attempt to limit their scope.

11.3 Apple has the right to restrict Campus Reseller's access to Apple Products or discontinue Campus Reseller's participation in special programs until Apple determines that Campus Reseller is cooperating with inspections and audits described herein, including requests for compliance under the Agreement, in Apple's sole discretion. A failure by the Campus Reseller to respond promptly to or cooperate with Apple's request to inspect or audit Campus Reseller's records, contracts and accounts relating to the sale of Apple Products (made directly by Apple or by Apple's external auditors) will be viewed as a material breach of this Agreement and grounds for immediate termination.

11.4 If Apple determines that Campus Reseller has failed to maintain such documentation or otherwise engaged in any fraudulent conduct with respect to this Agreement, Apple may withhold any payments otherwise due from Apple to Campus Reseller and may demand that Campus Reseller (i) repay to Apple all fees and other compensation fraudulently obtained by Campus Reseller, or obtained without proper substantiation, and (ii) pay to Apple the then-current price of any Products in respect of which Apple reimbursed Campus Reseller in relation to such fraudulent or unsubstantiated activities. If the fraudulent or unsubstantiated activities discovered during Apple's inspection or audit exceed, in the aggregate, five thousand dollars (\$5,000) in value during the period under review, Campus Reseller will reimburse Apple for its costs of conducting the inspection.

12. Proprietary Rights

12.1 Apple Marks

Campus Reseller's authorization to use Apple Marks are stated in the Trademark License Agreement which is attached to this Agreement and incorporated herein by this reference as Exhibit A. Any Campus Reseller violation of the Trademark License Agreement shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by Apple. This Agreement gives Campus Reseller no rights to any Apple Intellectual Property other than as expressly stated herein.

12.2 Software Rights

Campus Reseller will not separate any software or end-user license from any Product packaged by Apple or remove any terms of service that pertain to the services. Campus Reseller will not modify or remove any such end user license agreements or terms of service. Campus Reseller may distribute software incorporated in or packaged with any Product solely in connection with the authorized sale of such Product, but not otherwise, and will have no other rights with respect to such software. Campus Reseller will pass on to Customers, at the time of purchase, any and all end-user license agreements as originally received from Apple and/or as originally included with the Product, and any terms of service that pertain to the Services. Campus Reseller will not, and will not authorize any third parties to, disassemble, de-compile, reverse engineer, copy, modify, create derivative works of, or otherwise change any software, its form or coding. Software is licensed to Customers, not sold, under the terms of the applicable end user license agreements pertaining to such software.

12.3 Apple Proprietary Customer Information

Notwithstanding anything to the contrary herein, Campus Reseller acknowledges that: (i) Apple maintains Customer Information derived from sources other than Campus Reseller, including but not limited to Product registration and use of Apple's web sites; (ii) such Customer Information may be identical to information contained in any reports or sales data furnished by Campus Reseller or that Campus Reseller has developed, maintains, or collects; and (iii) Apple owns its Customer Information and all proprietary interests therein, whether or not Campus Reseller has derived or maintains identical information or has or asserts any rights therein. Campus Reseller hereby disclaims any right or interest whatsoever in Apple's Customer Information and agrees not to contest Apple's rights therein.

12.4 Apple Content

Apple may elect, in its sole and absolute discretion, to make certain Apple Content available to Campus Reseller pursuant to the applicable Ancillary Terms. To the extent, if any, that Apple elects to provide certain Apple Content to Campus Reseller then any and all such use of Apple Content by Campus Reseller is subject to Campus Reseller's compliance with the following license, the terms of the Agreement and Apple's applicable trademark, merchandising and marketing guidelines and policies that may be referenced in any of the Ancillary Terms. Subject to the terms of this Agreement, the eligibility requirements for access to certain Apple Content, and Ancillary Terms pertaining to certain Apple Content, Campus Reseller is granted a non-exclusive, revocable license solely during the Term, to use, reproduce, perform (as applicable) and display such Apple Content solely for the purpose of advertising and promoting Apple Products in accordance with the Agreement, but not otherwise, and provided that all such use is in full compliance at all times with Apple's then-current applicable Identity Guidelines. Campus Reseller understands that its access to all or any Apple Content may be at a charge to Campus Reseller and that Apple is under no obligation to furnish Apple Content or to do so on a gratis basis. Campus Reseller agrees to remove or substitute any or all Apple Content immediately and at Campus Reseller's sole cost and expense, if required to do so by Apple. In addition, upon any expiration or termination of the Agreement, Campus Reseller will be responsible for destruction and/or removal of Apple Content made available to Campus Reseller during the Term in accordance with Apple's applicable requirements pertaining to such Apple Content.

12.5 Campus Reseller agrees to use reasonable efforts to protect Apple's proprietary rights, including Apple Intellectual Property, and to co-operate without charge in Apple's efforts to protect its proprietary rights, including efforts to prevent the sale and distribution of Prohibited Products.

13. Business Ethics



13.1 Campus Reseller has reviewed and understands Apple's policies with respect to ethical business conduct and agrees to fully comply with all such policies.

13.2 Campus Reseller shall comply with all applicable laws and regulations enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials (the "OECD Convention") and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement. Any amounts paid by Apple to Campus Reseller pursuant to the terms of this Agreement will be for the services actually rendered, or products sold, in accordance with the terms of this Agreement. Campus Reseller shall not, directly or indirectly through a third party pay, offer, promise to pay, or give anything of value (including any amounts paid or credited by Apple to Campus Reseller) to any person, including an employee or official of a government, government controlled enterprise or company or political party, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person or party for the purpose of obtaining, retaining, or directing business.

13.3 Campus Reseller, to the extent permissible by law, shall notify Apple of any circumstance whereby, to the best of the Campus Reseller's knowledge, an owner, partner, officer, director or an employee of the Campus Reseller who is assigned to a current or prospective Apple customer account has been or will become, during the Term, an official or employee of a governmental entity or political party or a candidate for political office.

13.4 Campus Reseller represents and warrants that all information provided to Apple in connection with Campus Reseller's selection and approval is complete and true. Campus Reseller further warrants that any information required or requested by Apple during the Term will be complete and true.

14. Insurance

Throughout the Term and for each Campus Store Location, Campus Reseller will secure commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, premises liability, products and completed operations liability, and contractual liability. This policy will have limits of: (i) not less than one million dollars (\$1,000,000), per occurrence for bodily injury, property damage, and personal and advertising injury; and (ii) not less than a two million dollar (\$2,000,000) annual aggregate for all such occurrences. Apple shall be included as an additional insured pursuant to ISO Form 20 26, or its reasonable equivalent, on the foregoing coverage, but only to the extent of liabilities falling within Campus Reseller's indemnity obligations pursuant to Section 15.4 below. A Certificate of Insurance, or similar documentation of coverage, will be made available to Apple at its request.

15. Indemnity

15.1 Provided that Campus Reseller promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 16.3, 16.4 and 16.5, Apple will defend, hold harmless and indemnify Campus Reseller against a proceeding or action brought by a third party against Campus Reseller to the extent based on a claim that: (i) Apple Product sold by Campus Reseller in accordance with the Agreement that a Customer has paid to acquire infringes a U.S. patent, copyright, or trademark or misappropriates a U.S. trade secret; or (ii) a defective Apple Product purchased from Campus Reseller directly caused death, personal injury or tangible property damage.

15.2 Notwithstanding the foregoing, Apple shall not be liable for or obligated to defend any claims or damages arising out of or related to: (i) change, alteration or Modification of any Apple Product, Apple Marks or Apple Content; (ii) combination of the Apple Product with any other equipment, data, documentation, items or products; (iii) use of any Apple Product in a manner or for a purpose for which it was not intended; (iv) failure to use an upgrade or replacement version of any Apple Product when such upgrade or replacement version is made available by Apple; (v) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (vi) use or exportation of any Apple Product(s) into any countries identified on any U.S. Government embargoed countries list; (vii) use of any Apple Product in a manner or for a purpose not authorized under the applicable end user license agreement; (viii) use of any Apple Marks or Apple Content in a manner not expressly authorized in the Agreement; (ix) Campus Reseller's, its employees, agents, affiliates, subsidiaries or subcontractor's negligence, acts or omissions; or (x) Campus Reseller's violation of its obligations under Section 6.10 (Campus Reseller Representations, Warranties and Guarantees of Apple Product).

15.3 In the event of any alleged, actual or potential claim arising under this Section, Apple may at its sole option (but shall not be obligated to): (i) procure for Campus Reseller the right to continue use or resale of the applicable Apple Product, (ii) replace or modify the applicable Apple Product, or (iii) If Apple determines, in its sole discretion, that neither of the foregoing options are commercially reasonable, then Apple may issue a pro-rata refund of the amount paid by Campus Reseller for the applicable infringing Apple Product, less depreciation on a straight line, three-year basis. THE FOREGOING CONSTITUTES CAMPUS RESELLER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 15.

15.4 Campus Reseller will defend, hold harmless and indemnify Apple, its employees and agents from and against any claim or threat of claim brought by a third party against Apple arising out of the acts and/or omissions of Campus Reseller, its employees, agents, affiliates, subsidiaries or contractors, including without limitation any alleged violation by Campus Reseller of its obligations under Section 6.1(iii) or 6.10 (Campus Reseller Representations, Warranties and Guarantees of Apple Product).

15.5 A Party seeking indemnification under this Section shall cooperate with and provide reasonable assistance to the indemnifying Party in defending or settling any indemnified claim or proceeding. Neither Party will make public the existence or terms of any settlement.



16. Limitation of Liability and Remedies

16.1 The maximum aggregate liability of either Party to the other (including any liability for the acts or omissions of either Party's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall be limited to: the total amounts paid by Campus Reseller to Apple in the twelve (12) months immediately preceding the date the initial claim is made by a Party against the other or one hundred thousand dollars (\$100,000) or local equivalent value, whichever is greater; provided however, that in no event shall all recoveries by a Party in connection with the Agreement exceed three hundred thousand dollars (\$300,000) or local equivalent value.

16.2 Notwithstanding anything to the contrary, the Parties agree that the limitations set forth in the preceding Section 16.1 shall not apply to: (i) valid claims under Section 15 of this Agreement with respect to U.S. patent infringement and/or with respect to defective Apple Products that directly cause death, personal injury or tangible personal property damage; (ii) any claims by Apple against Campus Reseller for violation of intellectual property rights, including claims under Section 12 of this Agreement; or (iii) the amount Campus Reseller owes to Apple and/or the amounts to which Apple may be entitled for Products ordered from Apple.

16.3 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

16.4 The remedies set forth in this Agreement will be Campus Reseller's sole and exclusive remedies for any claim against Apple under or related to the Agreement. Campus Reseller hereby waives and relinquishes any other rights or claims under franchise, dealership, agency, or other statutes, or at common law that would or might arise out of Apple's termination of the Agreement, or any Program, Apple's refusal to accept Campus Reseller's order, Apple's refusal to renew or extend the Term, or any other cause arising out of or in connection with the Agreement.

16.5 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

17. Term and Termination

17.1 Term

Campus Reseller acknowledges that it has no expectation that the Term of the Agreement will be renewed or otherwise extended by Apple. Campus Reseller understands and agrees that any re-authorization of Campus Reseller after the Term to resell Product is not automatic and shall be entirely within Apple's sole and absolute discretion.

17.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

17.3 Termination for Cause

Apple may immediately terminate this Agreement and any other existing agreement with Campus Reseller if: (i) Campus Reseller fails to fully perform any obligation under the Agreement or any Ancillary Terms; (ii) Campus Reseller commits a felony or engages in any unlawful or unfair business practice; (iii) there is a material change in or transfer of Campus Reseller's management, ownership, control or business operations, or Campus Reseller becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; (iv) Campus Reseller's actions expose or threaten to expose Apple to any liability, obligation, or violation of law; (v) Campus Reseller fails to maintain sufficient net worth and working capital to meet its obligations; (vi) Campus Reseller has a receiver or trustee appointed for its property, becomes insolvent or makes an assignment for the benefit of creditors; (vii) Campus Reseller closes its last Authorized Location; (viii) Campus Reseller fails to satisfy any of its obligations under the Ancillary Terms to a non-material degree and fails to cure such failure within thirty (30) days of being notified in writing of the requirement to do so.

17.4 Material Breach

Without limiting the materiality of any other breach, Campus Reseller understands that its violation of Sections 7 (Export Obligations), 9 (Confidentiality), 11 (Records, Inspection & Audits), 12 (Proprietary Rights), and/or 13 (Business Ethics) shall constitute a material breach of this Agreement and grounds for immediate termination of the Agreement by Apple.

17.5 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 17: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; (ii) Apple may refuse all or part of Campus Reseller's orders received by Apple after the date of notice of termination; (iii) Campus Reseller will cease placing new orders for Products from Apple on the effective date of termination.

17.6 Effect of Expiration or Termination

Upon expiration or termination of the Agreement: (i) Campus Reseller will immediately cease and desist from marketing or distributing Products and Services; (ii) Campus Reseller will immediately cease and desist use of any and all Apple Content, and the Apple Marks including any designation granted under this Agreement (e.g., "Apple Authorized Campus Reseller"); (iii) Apple will



cancel and be released from all obligations regarding all unshipped Product orders; (iv) Campus Reseller will no longer accrue any promotional allowances or other available funds; (v) Campus Reseller will immediately pay all amounts due and owing; (vi) Campus Reseller will return promptly to Apple all Apple property in Campus Reseller's possession, such as loaned equipment, all material provided to Campus Reseller by Apple, including material comprising or containing Apple Confidential Information; and (vii) Campus Reseller shall not be authorized to access ASW. Apple shall not be obligated to refund any amounts due Campus Reseller until forty five (45) days after Campus Reseller has complied fully with Sections 17.5 above.

17.7 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 7 (Export Compliance); 9 (Confidentiality); 11 (Records, Inspections and Audits); 15 (Indemnity); 16 (Limitation of Liability); 17.6 (Effect of Expiration or Termination); 17.7 (Survival); 18 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

17.8 Termination by Campus Reseller

Campus Reseller may terminate this Agreement at any time if Apple fails to perform any material obligation or responsibility and such failure continues without being remedied for a period of thirty (30) days after written notice thereof.

18. General Terms

18.1 Governing Law

If Campus Reseller is a public agency or institution, this Agreement will be governed by the laws of the state where Campus Reseller is located or if Campus Reseller is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Campus Reseller is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

18.2 Dispute Resolution

A Party must escalate a dispute or controversy by providing written notice to the other. Both Parties agree to attempt to resolve any dispute or controversy in good faith.

Notwithstanding the foregoing sentence, after sixty (60) days from the complaining Party's written notice to the other Party of a dispute or controversy, either Party can seek to resolve the dispute or controversy by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be California. The number of arbitrators shall be one (1) for claims where the award sought is less than \$250,000 and three (3) for claims where the award sought is \$250,000 or greater.

Nothing in Section 18 shall prevent any Party from seeking provisional, interim or conservatory measures, including, but not limited to temporary restraining orders or preliminary injunctions or their equivalent, from any court of competent jurisdiction at any time. Any such request by a Party to a court for provisional, interim, or conservatory measures shall not be deemed incompatible with the agreement to arbitrate in Section 18.2 or a waiver of the right to arbitrate.

The prevailing party shall be entitled to recover its reasonable costs, including administrative fees and expenses, arbitrators' fees and expenses, and fees and expenses of legal representation, incurred in the arbitration proceedings.

Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration under Section 18.2 without the prior written consent of all Parties.

18.3 Limitation of Claims

Except for any outstanding amount due to Apple by Campus Reseller under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing arbitration set forth in Section 18.2.

ANY ARBITRATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF THE NOTICE OF TERMINATION UNDER SECTION 17 OR THE WRITTEN NOTICE OF THE DISPUTE OR CONTROVERSY UNDER SECTION 18.2. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

18.4 Venue: Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory escalation in Section 18.2, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights to confidentiality or intellectual property. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. **ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 17; (ii) A REQUEST FOR ARBITRATION UNDER SECTION 18.2; OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.**

18.5 Notice under the Agreement

Notices under the Agreement may be given as follows:



18.5.1 Any notice under this Agreement, except for notices as contemplated below in Sections 18.5.2 and 18.5.3, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Campus Reseller for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
1 Infinite Loop, M/S 318-6 OPS
Cupertino CA 95014

18.5.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 18.5.1, (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

18.5.3 Notices of changes to the Ancillary Terms will be given by Apple by posting on ASW or sent by email and will be deemed given when posted on ASW or when sent by email to the address provided by Campus Reseller.

18.6 Assignment or Material Change by Campus Reseller

Without limiting Campus Reseller's obligations under Section 6 above, Campus Reseller will notify Apple promptly in writing if there is a change in the status of a Campus Store Location; or Campus Reseller acquires an ownership, managerial or controlling interest in a third party that sells or services Products. Campus Reseller may not assign this Agreement or any right or benefit hereunder in whole or part without Apple's prior written approval.

18.7 Assignment by Apple

Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Campus Reseller.

18.8 Variations & Amendments

Without prejudice to any other provision of this Agreement, Apple shall be entitled in its absolute discretion to make variations and amendments as follows: (i) variations and amendments to the Agreement may be made upon thirty (30) days' written notice from Apple Sales Contract Management to Campus Reseller, which notice may be given by email; (ii) variations and amendments to the Ancillary Terms may be made by Apple without notice to Campus Reseller, and such variations or amendments will be immediately binding on Campus Reseller upon Apple's posting of any varied or amended version(s) on ASW or otherwise communicating such varied or amended version(s) in writing. Variations and amendments to the Agreement that are mutually executed shall take immediate effect. No other variation or amendment shall be binding unless made in writing and signed by an authorized representative of each Party.

18.9 Entire Agreement

Apple and Campus Reseller acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Campus Reseller's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Campus Reseller acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Campus Reseller will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Campus Reseller that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

18.10 No Reliance

Apple and Campus Reseller each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Campus Reseller intend to enforce and comply with all written terms of the Agreement. Campus Reseller hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

18.11 Relationship of Parties

Campus Reseller acknowledges that Campus Reseller is an independent contractor, has no power or authority to bind Apple, and under this Agreement is contracting only to receive certain goods and services. Nothing in the Agreement creates any other relationship between Apple and Campus Reseller, including, but not limited to, partnership, joint venture, employer-employee, principal-agent or franchisor-franchisee. Campus Reseller acknowledges that it is not offering or selling Products under a marketing plan or system prescribed by Apple and that Campus Reseller sells Products at prices set solely by Campus Reseller. Campus Reseller shall confirm the status of its relationship to Apple and its lack of authority to act on Apple's behalf whenever necessary to avoid third party confusion.

18.12 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.



18.13 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

18.14 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, pandemic failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Campus Reseller may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

18.15 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

18.16 Signature Authorization and Electronic Signature

The person signing this Agreement certifies that he or she has authority to contractually bind Campus Reseller to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature which shall be accepted in lieu of a handwritten signature with full force and effect.

18.17 Counterparts

This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.

Campus Reseller:

Apple Inc.

SIGNATURE:

PRINT NAME:

Robert Grillo

PRINT TITLE:

CIO & Vice President of IT

DATE:

7/8/16

SIGNATURE:

PRINT NAME:

PADDY WONG

PRINT TITLE:

MANAGER - SALES OPERATIONS

EFFECTIVE DATE:

6/13/16

By:

Wendi Appelbaum
Assistant General Counsel

Date: 7-5-16



EXHIBIT A: TRADEMARK LICENSE AGREEMENT

1. License to Use of Apple Marks

1.1 Apple grants Campus Reseller a non-exclusive, non-transferable, revocable, limited license to use the Apple Marks solely to promote and sell Products in the Territory provided that Campus Reseller complies with:

(i) the Campus Reseller Agreement;

(ii) this Trademark License Agreement (hereafter "License Agreement");

(iii) Apple's Guidelines for Using Apple Trademarks and Copyrights (available at

<http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>); which are incorporated herein by reference and may be amended from time to time without prior notice to Campus Reseller (hereafter "Trademark Guidelines"); and

(iv) the Apple Identity Guidelines for Channel Affiliates and Apple-Certified Individuals (available through the secure Apple Sales Web), which are incorporated herein by reference and may be amended from time to time without prior notice to Campus Reseller (hereafter "Identity Guidelines").

1.2 General Usage Guidelines. In addition to the specific guidelines articulated in the Trademark Guidelines and the Identity Guidelines, Campus Reseller agrees:

(i) Not to incorporate or integrate any Apple Mark, and not to incorporate or integrate any Apple Mark or any element of an Apple Mark, including, but not limited to, an Apple design, the detached leaf or bite elements of the Apple logo, into any mark of Campus Reseller or a third party;

(ii) Not to obfuscate or remove any Apple Mark or third party mark from any materials provided by Apple or to any packaging for the Products, and not to add any mark of Campus Reseller or a third party to any materials provided by Apple or any packaging for the Products;

(iii) Not to use or register, in whole or in part, any mark that is confusingly similar to or that dilutes any Apple Mark, as or as part of a company name, company logo, trade name, product name, service name, or domain name. If Campus Reseller has filed or obtained in any country any trademark application, trademark registration, or domain name registration that relates to any name or mark that, in the sole opinion of Apple, is similar, deceptive, or misleading with respect to any Apple Mark or any other mark, design or trade dress of Apple, Campus Reseller shall immediately abandon any such application, registration or domain name or, at Apple's sole discretion, assign it to Apple;

(iv) Not to imitate the trade dress, design, layout, or "look and feel" of Apple's products or services, including, but not limited to, Apple's retail stores, licensed retail sales programs, web sites, logos, typefaces, or product packaging; and

(v) Not to use the Apple Marks in any unauthorized manner that would imply Apple's affiliation with or endorsement, sponsorship, or support of Campus Reseller.

1.3 Compliance. Campus Reseller shall, within five business days after Apple's request, send to Apple representative samples of Campus Reseller's advertisements, brochures, web pages, and other marketing and promotional materials bearing any Apple Marks. If, upon review of such materials or otherwise, Apple determines in its sole discretion that Campus Reseller is in violation of the Campus Reseller Agreement, this License Agreement, the Trademark Guidelines, or the Identity Guidelines, then Campus Reseller shall promptly correct or cease its use of the Apple Marks as directed by Apple. Without limiting the foregoing, at Apple's request, Reseller shall promptly recall any copies of such materials and destroy them.

1.4 Conflicts. Should there be any conflict between this License Agreement and the Campus Reseller Agreement regarding any matter relating to the Apple Marks or any other mark of Campus Reseller or any third party, this License Agreement and the language contained therein shall control.

1.5 Termination. The term of this License Agreement shall be the same as the Term of the Agreement. Upon expiration or termination of the Campus Reseller Agreement, Campus Reseller will immediately cease all use of the Apple Marks, including, but not limited to, channel designations such as "Apple Campus Authorized Reseller" and associated channel signatures.

2. Protection of Apple Marks

2.1 Reservation and Protection of Rights. This License Agreement gives Campus Reseller no rights to any Apple Marks or other intellectual property except as expressly stated herein. Campus Reseller agrees that Apple owns all rights in the Apple Marks and each of them, and that any use thereof by Campus Reseller shall inure to the benefit of Apple. Campus Reseller shall not at any time, whether during or after the term of this License Agreement, take any action to challenge, contest, impair, disparage, invalidate, or that would tend to impair or invalidate any of Apple's rights in the Apple Marks or any applications or registrations therefore or any other Apple Intellectual Property. During and after the term of this License Agreement, Campus Reseller agrees to assist Apple, to the extent necessary, in the procurement and/or expansion of any protection of the Apple Marks, including trademark and domain name registrations, and Campus Reseller agrees to execute all documents deemed reasonably necessary to procure such protection in Apple's name.

2.2 Enforcement. Campus Reseller agrees to notify Apple if Campus Reseller becomes aware of:

(i) Any uses of, or any application or registration for a mark that conflicts with, dilutes, or is confusingly similar to any Apple Mark;

(ii) Any acts of infringement, dilution, or unfair competition involving any Apple Mark; or

(iii) Any allegations or claims whether or not made in a lawsuit, that the use of any Apple Mark by Apple or Campus Reseller infringes or otherwise violates the trademark or service mark or other rights of any other entity.

2.3 Apple may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary or desirable to protect the validity and strength of the Apple Marks. Campus Reseller agrees to comply at its own expense with all reasonable requests from



Apple for assistance in connection with any action with respect to the Apple Marks that Apple may choose to take. Campus Reseller shall not institute or settle any claims or litigation affecting any rights in and to the Apple Marks, or any other Apple Intellectual Property.



EXHIBIT B
Sample Verification of Eligibility Form

DIRECTIONS: Each campus must prepare its own Verification of Eligibility Form containing all of the information and certifications below. **The Verification of Eligibility Form may be incorporated into Campus Reseller's own customized order form or copied on Campus Reseller's letterhead.** Campus Reseller must ensure the eligibility of each purchaser and ensure that the purchaser has completed and signed Purchaser's Verification of Eligibility Form at the time of purchase.

VERIFICATION OF ELIGIBILITY FORM

I certify that I meet the eligibility requirements marked below: (Check one only)

☐ I am a **student** who is enrolled in a course of study leading to a degree or certificate from Institution

☐ I am an **entering student** who has been accepted to the Campus Reseller's Institution and has responded by stating my intent to enroll in Campus Reseller's Institution.

☐ I am a **faculty member** of Campus Reseller's Institution.

☐ I am a **staff member** who directly furthers Institution's academic mission and I am not a temporary employee, employed as a contractor, or acting as a consultant on behalf of Institution.

By signing below, I certify that:

1. The Apple products I am purchasing through the above named Campus Reseller Agreement with Apple Inc. are for my own personal, educational and/or research use.

2. I am not purchasing the Apple products for the purpose of further resale.

[Institution should be named on this document]

INDIVIDUAL'S CERTIFICATION

SIGNATURE:

PRINT NAME:

DATE

I.D. NUMBER

Description of Equipment Purchased:

Serial Number:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Online Authorization Amendment to the Apple Authorized Campus Reseller Agreement

This Online Authorization Amendment ("Amendment") amends the Apple Authorized Campus Reseller Agreement ("Agreement") entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Institution Legal Name ("Campus Reseller"): The Florida International University Board of Trustees

DBA Name: Florida International University

Address: 11200 SW 8th Street

Miami, Florida 33199

1. Background

This Amendment authorizes Campus Reseller to offer, distribute and sell certain Apple Products through its Authorized Web Locations (as defined below) for delivery to Eligible Individual Purchasers in the United States. In addition to the Agreement, the following terms apply to the marketing and sales of Apple Products via Authorized Web Locations.

2. Interpretation

Capitalized terms used and not defined in this Amendment shall have the meaning given to such terms in the Agreement.

In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will prevail.

The parties hereby agree to amend the Agreement as follows:

3. Definitions

"Authorized App" means and is limited to Campus Reseller's iOS, Mac, or other mobile applications, localized for and directed to Eligible Individual Purchasers, on which Campus Reseller is authorized by Apple in writing to maintain an Electronic Catalog for the purpose of sale and shipment of products to Eligible Individual Purchasers for their use, subject to the terms of the Agreement and Amendment.

"Authorized Web Location" means and is limited to Campus Reseller's website and Authorized App, localized for and directed to Eligible Individual Purchasers, on which Campus Reseller is authorized by Apple to maintain an Electronic Catalog for the purpose of sale and shipment of Products to Eligible Individual Purchasers for their own use, subject to the terms of the Agreement and Amendment.

"Authorized Web Products" means Apple Products that Campus Reseller is authorized to resell and specifically set forth in the attached Authorized Web Product Exhibit.

"Effective Date" means the date upon which an authorized representative of Apple signs this Amendment.

"Electronic Catalog" means an online database that is accessible by consumers via a website or application and that features high quality color images of Products along with relevant information about Products and accessories, possible configurations or options, specifications, and all other related information necessary for an Eligible Individual Purchaser to make an informed decision about the purchase of the Products, in such a manner that is equivalent to the Eligible Individual Purchaser buying experience in a brick-and-mortar retail store directed to serving walk-in Eligible Individual Purchaser traffic.

"Pickup at Store" means providing Authorized Web Products from Campus Reseller for pick up at the Campus Reseller's physical retail location by Eligible Individual Purchasers who purchased the products through the Authorized Web Locations.

"Ship to EIP" means the shipment of Authorized Web Products from Campus Reseller directly to Eligible Individual Purchasers who purchased the products through the Authorized Web Locations.

"Web Sales" means and is limited to the offering and sale of Authorized Web Products by Campus Reseller, as featured in the Electronic Catalog, to Eligible Individual Purchasers via electronic or telephone orders placed through the Authorized Web Locations, along with the fulfillment of such orders by shipping to Eligible Individual Purchasers at a designated ship-to within the United States for their use and not for resale.

4. Appointment

Apple appoints Campus Reseller as a limited and nonexclusive Apple Authorized Campus Store to conduct Web Sales of Authorized Web Products to Eligible Individual Purchasers for end use in the United States, from Authorized Web Locations, for so long as Campus Reseller continuously complies with and satisfies its obligations under this Amendment and the Agreement. For the avoidance of doubt, Campus Reseller may not engage third parties to market or solicit sales of Authorized Web Products unless expressly authorized by Apple in writing to do so.



5. Scope of Authorization

Campus Reseller will sell and ship Authorized Web Products featured in the Electronic Catalog to Eligible Individual Purchasers located only in the United States via the Authorized Web Locations, at prices determined solely by Campus Reseller. Campus Reseller is permitted to sell Authorized Web Products only to EIPs of Campus Reseller Institution and is responsible for ensuring that security measures are taken to prohibit unauthorized purchasers from purchasing Authorized Web Products from an Authorized Web Location. Apple may audit compliance with this provision at any time and failure to comply may result in termination of this Amendment. The attached Authorized Web Products Exhibit identifies the method of shipment allowed and any additional requirements unique for such Authorized Web Product. Except as expressly authorized in the Appointment, no other sales or distribution of Products or Services is authorized. Campus Reseller is expressly prohibited from promoting or selling Authorized Web Products through mobile applications or social media sites, unless otherwise expressly authorized by Apple and subject to Campus Reseller's compliance with applicable Apple policies and guidelines relating to such promotion and/or sales. Apple reserves the right to remove certain Apple Products from the Electronic Catalog and change the scope of Campus Reseller's authorization, at any time and without prior notice. If Campus Reseller fails to comply with the scope of authorization, Apple may immediately terminate this Amendment in accordance with the provisions of this Amendment.

6. Authorized Web Location Requirements

All Authorized Web Locations must:

- (i) Require faculty and student ID authentication and password validation prior to purchase of any Authorized Web Products;
- (ii) Have a mechanism in place which prevents the fulfillment of an order that exceeds the EIP quantity limitations for an academic year as follows: Desktop: Three (3). Mac mini: Three (3). Notebook: Three (3). iPad Three (3). Display: Two (2);
- (iii) Clearly display the returns process and policy for Authorized Web Products on a page where it will be viewed by all EIPs prior to completing a purchase;
- (iv) Create a virtual "in store" experience with a searchable catalog, high-quality presentation of products and fast, easy navigation;
- (v) Include a "store-within-a-store" section where only Apple Products appear and that clearly differentiates Apple Products from other brands or vendors;
- (vi) Present a full range of prominently displayed Authorized Web Products, with full color photographs, detailed and accurate product descriptions, specifications, features, and benefits using assets provided by Apple, including the iPad Online Marketing Guidelines, the iPad Channel Asset Kit and the Apple Identity Guidelines (these items available for download on ASW);
- (vii) Provide extended product information such as detailed product specifications, Apple Product comparison charts, and product reviews; and
- (viii) Have a search function designed such that when Apple trademarks are used in keyword searches only Apple Products will appear in the search results.

7. Campus Reseller's Additional Obligations

7.1 Campus Reseller must demonstrate and comply with the following obligations at all times:

- (a) Provide centralized management, with single points of contact for ordering, inventory, merchandising, advertising, returns, product service and repair, reporting and accounting;
- (b) Provide weekly Web Sales reporting separate from its brick and mortar reporting, in the formats as communicated by Apple;
- (c) Obtain Apple's prior written approval before releasing, placing, or distributing any advertisements or distributing marketing material that relates to Authorized Web Products, or includes an image of any Authorized Web Product. Campus Reseller agrees to submit all such communications and materials to Apple in time for review and approval;
- (d) Provide an annual sales and marketing plan for Campus Reseller's online business, that shall be subject to modification solely upon Apple's request, but not otherwise;
- (e) Ensure that Apple always has Campus Reseller's current email address;
- (f) Allow Eligible Individual Purchasers to order and complete the purchase transaction for Authorized Web Products from the Authorized Web Location seven days a week, twenty-four hours a day;
- (g) Maintain a product fulfillment infrastructure with back-end systems for order fulfillment via distribution center or virtual warehouse;
- (h) Maintain an electronic commerce infrastructure to satisfy Eligible Individual Purchasers support requirements including, but not limited to:
 - Ability to accept multiple payment methods;
 - Eligible Individual Purchasers notifications;
 - Order and shipment status;



- Proper sales tax calculation, collection and remittance;
- Product reservations (for product not in stock);
- Purchase order processing;
- Up-sell and cross-sell capability;
- Business-class data security and network security regarding Eligible Individual Purchasers payment and contact information;
- PCI compliance;
- FTC compliance policies and practices adopted as to Campus Reseller's electronic commerce activities;
- Help and support resources for Eligible Individual Purchasers about their orders; and
- A clearly stated returns protocol that is properly staffed to manage Eligible Individual Purchasers returns.

7.2 Without limitation and throughout the Term, Campus Reseller will, at its own expense: (i) ensure that the Authorized Web Locations, along with Campus Reseller's marketing, sales and refund policies and practices, are compliant with all laws and regulations pertaining to the advertising, sale, shipment and return of goods and services to consumers; (ii) ensure that it is fully compliant with all data protection and privacy laws pertaining to any and all Eligible Individual Purchasers information collected, processed or managed on or through the Authorized Web Locations, whether in connection with Eligible Individual Purchasers transactions and returns or otherwise; (iii) ensure that Eligible Individual Purchasers have the right to elect to opt-out with respect to any non-transactional communications of any kind from Campus Reseller or its partners or in connection with their activities on or through the Authorized Web Locations; (iv) ensure that no Authorized Web Locations solicits or collects any information from children age 13 or under in a manner which is not fully compliant with any and all applicable online child protection and privacy laws, including but not limited to requirements for parental consents where applicable; (v) ensure that any promotions running on any Authorized Web Locations are fully compliant with all applicable laws, including but not limited to those pertaining to advertising, email solicitations, and rebates; (vi) ensure that all aspects of Eligible Individual Purchasers transactions occurring on or through the Authorized Web Locations, including order placement, order acknowledgment, payment processing, shipments to Eligible Individual Purchasers returns are managed in a manner that complies with all laws; (vii) not promote or sell any Authorized Web Products on the Authorized Web Locations to the extent prohibited under applicable laws and regulations; and (viii) not promote or sell any Products on the Authorized Web Locations except as expressly authorized herein. Apple will not be liable for any security breach that results in the unauthorized disclosure of Eligible Individual Purchaser information such as identification numbers, passwords, or payment information. It is the sole responsibility of Campus Reseller to ensure that proper security measures are taken by Campus Reseller, its agents and employees to prevent the disclosure of Eligible Individual Purchaser information to any unauthorized third party. Apple will determine in its sole discretion whether Campus Reseller's noncompliance with any provision of the Agreement and Amendment will result in forfeiture or suspension of any available promotional allowances or funding from Apple.

7.3 Campus Reseller acknowledges that Apple has established policies with respect to online "marketplaces". Campus Reseller may not permit third parties to offer Products for sale through the Authorized Web Location unless expressly authorized by Apple in writing to do so. In addition, Campus Reseller may not offer Authorized Web Products for sale on marketplaces operated by third parties, unless expressly authorized by Apple in writing to do so.

7.4 Campus Reseller will assume full responsibility for and maintain compliance with all applicable laws and regulations regarding shipping and delivery practices for consumer online purchases. Campus Reseller agrees to ship product only to locations in the United States. Campus Reseller will provide Eligible Individual Purchasers with estimated shipping and delivery dates prior to the Eligible Individual Purchaser's confirmation of their order from Campus Reseller. Immediately upon the sale of Authorized Web Product to an Eligible Individual Purchaser, Campus Reseller will provide the Eligible Individual Purchaser with an online order acknowledgment identifying, at a minimum the Eligible Individual Purchaser's name, the ship-to address, itemized detail about the Products being purchased including quantity, per unit price, applicable sales tax on the order, environmental fees, recycling fees, shipping and handling charges, the total cost of the order and any other special terms. In addition, Campus Reseller will provide each Eligible Individual Purchaser with a shipping notification when their order has shipped to their designated ship-to address, along with tracking information that the Eligible Individual Purchaser may use to track the status of their shipment.

7.5 Campus Reseller will maintain online help pages at the Authorized Web Location which must include Eligible Individual Purchasers support telephone numbers, and online chat and/or email addresses, and Campus Reseller will make such information available to Eligible Individual Purchaser on their order acknowledgment and shipment notifications. Campus Reseller will promptly process all Eligible Individual Purchaser returns and do so in a manner that is in accordance with applicable law and Campus Reseller's own stated return policies. Campus Reseller will ensure that its stated return policies are available and visible to Eligible Individual Purchasers at the Authorized Web Locations and, preferably, prior to a Eligible Individual Purchaser's purchase of any Authorized Web Products. If Campus Reseller does not ordinarily include serial numbers on online order acknowledgments provided to Eligible Individual Purchasers, then Campus Reseller agrees that it will use commercially reasonable efforts to enable the inclusion of serial numbers on online order acknowledgments or shipping notifications provided to Eligible Individual Purchasers, if applicable system is updated at any time during the Term.

7.6 Campus Reseller must notify Apple at least thirty (30) days in advance of any of the following changes, subject to Apple's prior written approval: (i) changing the universal resource locator web (URL) of any Authorized Web Location or redirecting any Authorized Web Location to a web URL other than the one originally approved by Apple; (ii) closing or deactivating an Authorized Web Location; or (iii) adding a new Authorized Web Location.



7.7 Campus Reseller will comply with applicable Apple policies and marketing guidelines relating to Web Sales at all times, including but not limited to, any Apple digital asset kit(s) currently available on ASW.

8. Product Distribution and Allocation

Campus Reseller's Appointment is made at Apple's sole discretion and is made on a non-exclusive basis. Apple is free to establish new domain names, keyword searches and additional websites, web-based (whether electronic commerce or mobile commerce) stores and apps, without notice to Campus Reseller.

9. Term and Termination

9.1 The term of this Amendment will begin on the Effective Date and continue until the Agreement expires or is terminated.

9.2 This Amendment or any Authorized Web Location may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

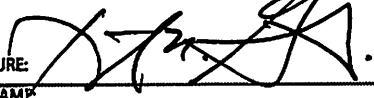
9.3 Apple may terminate this Amendment or any Authorized Web Location immediately without any period to remedy if (i) Campus Reseller fails to fully perform any obligation under the Agreement or this Amendment; or (ii) Campus Reseller closes down or deactivates all Authorized Web Locations.

10. Variation


Apple shall be entitled in its absolute discretion to make variations and amendments to this Amendment without notice to Campus Reseller, and such variations or amendments will be immediately binding on Campus Reseller upon Apple's posting of any varied or amended version(s) on ASW or otherwise communicating such varied or amended version(s) in writing.

The duly authorized representatives of the Parties execute this Amendment as of the dates stated below.

Campus Reseller

SIGNATURE: 
PRINT NAME: Robert Grillo
PRINT TITLE: CIO & Vice President of IT
DATE: 7/8/16

Apple Inc.

SIGNATURE: 
PRINT NAME: PADDY WONG
PRINT TITLE: MANAGER
EFFECTIVE DATE:
DEPARTMENT: SALES OPERATIONS

By: 
Wendi Appelbaum
Assistant General Counsel

Date: 5-16-16



Authorized Web Products Exhibit
Mac, iPad, iPod, Apple TV, Beats

Campus Reseller is only authorized to conduct Web Sales of the following Authorized Web Products or Authorized Web Product sub-classes or SKUs, if expressly identified below, through Authorized Web Locations listed below. Campus Reseller's authorization hereunder is limited to the Authorized Web Products described or listed by sub-class or SKU below, and does not automatically include any future versions or releases of such products, sub-classes or SKUs, unless Web Sales are expressly authorized by Apple in writing.

Authorized Web Products

Pickup at Store:

Mac and Mac Accessories
AppleCare Protection Plan for Mac
iPad and iPad Accessories**
AppleCare+ for iPad
iPod and iPod Accessories
AppleCare+ for iPod
Apple TV and Apple TV Accessories
AppleCare Protection Plan for Apple TV
Beats Products

Ship to EIP:

Mac and Mac Accessories
AppleCare Protection Plan for Mac
iPad and iPad Accessories**
AppleCare+ for iPad
iPod and iPod Accessories
AppleCare+ for iPod
Apple TV and Apple TV Accessories
AppleCare Protection Plan for Apple TV
Beats Products

** iPad Authorized Web Products must be identified by description (e.g. iPad 2, iPad 3), sub-class or SKU and are limited to such identified products, sub-classes or SKUs.

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PARTICIPATING ADDENDUM

to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-102

Apple, Inc.

And
The State of Florida

Alternate Contract Source No. 43211500-WSCA-15-ACS

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1. Scope: The State of Minnesota, Department of Administration, Materials Management Division publicly conducted a Request for Proposal on behalf of the State of Minnesota and the National Association of State Procurement Officials Cooperative Procurement Program (NASPO ValuePoint) resulting in Master Agreement number MNWNC-102. The Master Agreement led by the State of Minnesota along with a multi-state sourcing team, was created for use by state agencies and other entities that are authorized by that state's statutes to utilize cooperative agreements, upon written approval of the State's chief procurement official.

The Master Agreement for computer equipment (desktops, laptops, tablets, servers, and storage, and ruggedized devices, including related peripherals & services) identifies the product bands awarded to the Contractor.

This Participating Addendum (Addendum) is made and entered into as of the Effective Date by and between the State of Florida (Participating State) and Apple, Inc. (Contractor). This Addendum allows for purchase of computer equipment from the Master Agreement. This Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative agreements by eligible users authorized by a Participating State's statutes are subject to the prior approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. Order of Precedence:
 - (i) A Participating Entity's Participating Addendum ("PA"). A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO Valuepoint Master Agreement;
 - (ii) Minnesota NASPO Valuepoint Master Agreement (includes negotiated Terms & Conditions);
 - (iii) The Solicitation including all Addenda; and
 - (iv) Contract Vendor's response to the Solicitation

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4. Participating State Modifications or Additions to Master Agreement:

- A. Upon execution of this Addendum, all eligible users may purchase products and services under contract using the Florida alternate contract source number 43211500-WSCA-15-ACS.

Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.

1. The following are modifications to the Master Agreement:
 - a. Contractor acknowledges that Participating State is an agency of the State of Florida and mandated by the State of Florida that every contract must include the list of terms and conditions stated in Exhibit 1 (PUR 100 From) Exhibit 2 (General Contract Conditions) attached. Notwithstanding the foregoing, both Apple and Customer agree Apple is not subject to any terms in Exhibit 1 and Exhibit 2 that are not mandated by Florida law.
 - b. Discriminatory Vendors. A vendor placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.
 - c. Effective Date: This Addendum shall become effective on the last date signed below and is coterminous with Exhibit 1, unless terminated earlier by the Participating State.
 - d. Vendor Registration and Transaction Fees: In order to complete any transaction between an eligible user and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in MyFloridaMarketPlace. Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.
 - e. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 43211500-WSCA-15-ACS. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.
 - f. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and

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authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.

- g. Additional Eligible User Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
- h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- i. Public Records: The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor directly related to this Addendum, unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Participating State may unilaterally terminate this Addendum if the Contractor refuses to allow public access as required in this section. If, under this Addendum, the Contractor is providing services and is acting on behalf of the public agency as provided under subsection 119.011(2), Florida Statutes, the Contractor must:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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- (4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of this Addendum and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to public agency in a format that is compatible with the information technology systems of the public agency
- j. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
- B. Employment Eligibility Verification: Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall require resellers/partners performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.
- C. Price List/Preferred Price: The Contractor's price list will be the same as the WSCA-NASPO price list, and the Department will post a link on the Department's website to the price list posted on the WSCA-NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible. Paragraph 4(b) of the PUR1000 is not applicable.
- D. Scrutinized Company List: In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Addendum.

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- E. Orders: Any Order placed by eligible users for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum.

Contractor must be able to accept purchase orders via fax, e-mail, or cXML as identified in H.1 below.

- F. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP). Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.
2. PO Flip via AN
The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for

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the electronic invoicing if needed.

- G. **Contract Quarterly Reports:** The Contractor shall submit a Quarterly Report electronically to the Participating State/Entity within 30 days of the end of the quarter. The Participating State/Entity reserves the right to require the Contractor to provide additional reports within 30 days written notice as mutually agreed to by the parties. Failure to provide the Quarterly Report or other reports requested by the Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.

- H. **Business Review Meetings:** The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.
- I. **Commitment to Diversity in Government Contracting:** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Office of Supplier Diversity spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor

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utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Addendum.

- J. Resellers/Partners: The Contractor may use resellers/partners in order to provide computer equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractor's resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

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- K. Primary Contacts: The primary government contact individuals for this Addendum are as follows (or their named successors):

Contractor

Contract Manager:

Ralph Wright,
Apple, Inc.
11921 Freedom Drive, Ste.600
MS 188-RE
Reston, VA 20191
512-415-6199
ralph.wright@apple.com

Sales Order Contact:

By Phone:

Education K12 and HiEd:

1-800-800-2775

1-800-590-0325 (FAX)

State and Local Government:

1-800-793-9378

1-855-438-0486 (FAX)

By Email (Submit Purchase Orders Only):

institutionorders@apple.com (Education)

govorders@apple.com (Government)

Participating Entity

Contract Manager:

Jerilyn Bailey
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
850-921-4072
jerilyn.bailey@dms.myflorida.com

NASPO Valuepoint

Cooperative Development Coordinator:

Tim Hay
503-428-5705
thay@NASPO Valuepoint.org

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The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

5. Terms: The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.
6. Orders: Any Order placed by and shipped to a Participating Entity or Purchasing Entity for a Product and/or Service available from Contractor under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.
7. Leasing: Participating Entity or Purchasing Entity that have the authority may finance their purchases through a lease agreement with Contractor. If financing is through a lease agreement, that agreement is separate from this Addendum and between Contractor and the Participating Entity or Purchasing Entity.
8. Services: The terms of the Master Agreement shall apply each time Participating Entity or Purchasing Entity engages Contractor to provide services. All services provided will be described in one or more of the following documents:
- (i) "Service Descriptions" used to describe any services purchased by an entity;
 - (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.
9. Delivery: In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the Purchase Order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on Participating Entity or Purchasing Entity's order, the Contractor will notify them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.
10. Insurance: Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00.

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11. Payment: Provided Participating Entity or Purchasing Entity is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.

12. Audit: All audit obligations shall only survive for a period of five (5) years from the invoice date of the transaction under this Addendum.

13. Licensing: Contractor's standard licensing terms accompanying any Apple Product shall control the use of the Apple Product.

14. Acceptance Testing: Contractor shall provide certain Apple-branded hardware to a Participating Entity or Purchasing Entity for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>

15. Accessibility Standards: Contractor's VPATs identify how Apple Products comply with Accessibility Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

16. Nonvisual Access Standards: Contractor's VPATs identify how Apple Products comply with the Nonvisual Access Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

17. Entire Agreement; Modifications: Neither Contractor nor Participating Entity or Purchasing Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

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18. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Participating State: Florida	Contractor: Apple, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Florida's Chief Procurement Officer:
By:
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date:

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

PARTICIPATING ADDENDUM
to the
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COMPUTER EQUIPMENT MASTER AGREEMENT
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Master Agreement No: MNWNC-102

Apple, Inc.


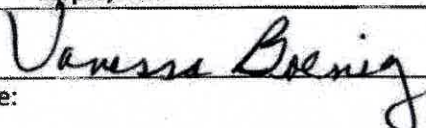
And
The State of Florida

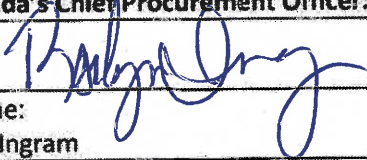
Alternate Contract Source No. 43211500-WSCA-15-ACS

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18. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Participating State: Florida	Contractor: Apple, Inc.
By: 	By: 
Name: <u>Erin Rak</u>	Name: <u>Vanessa Boenig</u>
Title:	Title: <u>Vanessa Boenig</u> Bids & Direct Operations Contracts Manager
Date: <u>9-3-15</u>	Date: <u>8-17-2015</u>

Florida's Chief Procurement Officer:
By: 
Name: <u>Roz Ingram</u>
Title: <u>Director of State Purchasing and</u> <u>Chief Procurement Officer</u>
Date: <u>9/2/15</u>

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.



AMENDMENT NO.: 5

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

This Amendment No. 5 (Amendment) to the Computer Equipment Peripherals and Services contract, contract number 43211500-WSCA-15-ACS, ("ACS") between the State of Florida, Department of Management Services ("Department"), and Apple Inc. ("Contractor"), collectively referred to herein as the "Parties," is effective upon execution by both Parties. All capitalized terms used herein have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

WHEREAS, the ACS was entered into by the Parties on August 15, 2015, to continue through March 31, 2017, for the provision of Computer Equipment Peripherals and Services, pursuant to State of Minnesota Master Agreement No. MNWNC-102;

WHEREAS, the ACS was subsequently renewed through July 31, 2021; and

WHEREAS, the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the ACS.

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree as follows:

I. Amendment to the ACS.

- a) The ACS is amended to change the end of the term of the ACS to July 31, 2022, unless terminated earlier in accordance with the ACS.
- b) Section 4.A.1.i. and Section II. of Amendment No. 1, Public Records, are deleted entirely and replaced with the following:
Public Records.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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



AMENDMENT NO.: 5

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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

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

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

- c) Section 4.B., Employment Eligibility Verification, is deleted in its entirety and replaced with the following:

E-Verify: The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S.. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to



AMENDMENT NO.: 5

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- d) Section 4.D., Scrutinized Company List, as amended by Amendment No. 4, is deleted in its entirety and replaced with the following:
Scrutinized Company List: The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- e) Section 4.O. of Amendment No.2, Information Technology Standards, is hereby deleted in its entirety and replaced with the following:
Information Technology Standards: Pursuant to sections 282.0051 and 282.318, F.S., the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.
- f) Section IV. of Amendment No. 1, Cooperation with Inspector General, is deleted in its entirety and replaced with the following in Section 4.P.:
Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results



AMENDMENT NO.: 5

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

- g) Section 4.Q., Conduct of Business, is hereby added as follows:
Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26) Florida Statutes, the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

- h) Section 4.R., Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists, is hereby added as follows:

Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or



AMENDMENT NO.: 5

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

- i) Section 4.S., Performance or Compliance Audits, is hereby added as follows:
Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

- j) Section 4.T., Document Inspection, is hereby added as follows:
Document Inspection.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.



AMENDMENT NO.: 5

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Apple, Inc.

By: _____
Name: J. Todd Inman
Title: Secretary
Date:

By: _____
Name:
Title:
Date:



We serve those who serve Florida

AMENDMENT NO.: 5

Alternate Contract Source No.: 43211500-WSCA-15-ACS

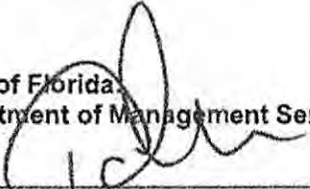
Alternate Contract Source Name: Computer Equipment Peripherals and Services

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

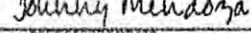
IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida
Department of Management Services

By: 
Name: J. Todd Inman
Title: Secretary
Date: 7/29/2021

Contractor:
Apple Inc.

By: 
Name: Johnny Mendoza
Title: Project Coordinator
Date: 7/29/2021 | 12:05 PM EDT

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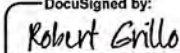
Funding Certification Form

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: Apple blanket PO# 227607 change order request by PantherTech to procure goods and services for Personal and Institutional usage.

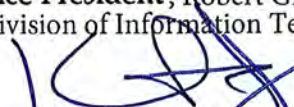
Funding Source(s): 331 / Auxiliary Enterprises

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.

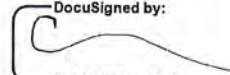
DocuSigned by:

 Vice President, Robert Grillo
 Division of Information Technology

7/30/2021

Date

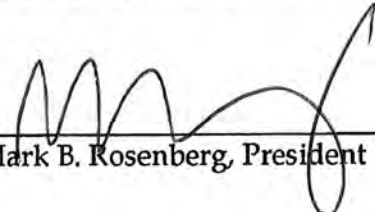

 Kenneth A. Jessell, Sr. Vice President and
 Chief Financial Officer

Date

DocuSigned by:

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 Carlos B. Castillo, General Counsel

8/11/2021

Date


 Mark B. Rosenberg, President

08-17-2021
 Date

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**FIRST AMENDMENT to the
PIGGYBACK AGREEMENT**

THIS FIRST AMENDMENT (“**First Amendment**”) is made and effective as of May 27, 2021 by and between The Florida International University Board of Trustees, a Florida public body corporate (“**FIU**”) and Triumvirate Environmental Services, Inc. (“**Contractor**”) and hereby amends the Piggyback Agreement between FIU and Contractor dated October 16, 2018 (the “**Agreement**”) as follows:

A. DEFINITIONS

1. Capitalized Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the capitalized terms defined and set forth in this First Amendment and the defined terms of the Agreement, the definitions set forth in this First Amendment shall control.

B. AMENDMENTS TO THE AGREEMENT

1. Section 2. FIU and Contractor hereby agree to exercise the first one (1) year option period provided in the Agreement and extend the Agreement for the period commencing July 1, 2021 and expiring June 30, 2022.

C. CONCLUSION

Except as amended and supplemented hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect and apply hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this First Amendment as of the date first above written.

**TRIUMVIRATE ENVIRONMENTAL
SERVICES, INC.**
Contractor

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**
FIU

By: _____

By: _____

Name: Emily Duquette

Name: _____

Title: Contracts Manager & Asst. Secretary

Title: _____

Date: _____

Date: _____

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FLORIDA
INTERNATIONAL
UNIVERSITY

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: The contract renewal with **Triumvirate Environmental** is being requested by Environmental Health & Safety to provide Hazardous Waste Disposal Services.

Funding Source(s): Auxiliary Enterprises, 331 and Sponsored Research Overhead, 652

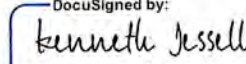
This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.



Andrés G. Gil, Sr. Vice President for Research
and Economic Development

August 30, 2021

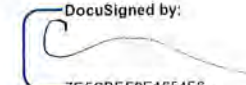
Date

DocuSigned by:

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

9/2/2021

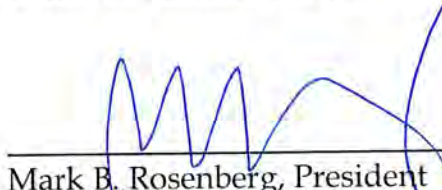
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DocuSigned by:

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Carlos B. Castillo, General Counsel

9/2/2021

Date



Mark B. Rosenberg, President

9/3/21

Date

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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: Advance approval to purchase 40 pianos for the FIU School of Music

Funding Source(s): Fund 210 E&G (Educational & General 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:

Kenneth Furton
51248F6B1F12468...

Kenneth Furton, Provost and Executive Vice President and Chief Operating Officer

9/3/2021

Date

DocuSigned by:

Kenneth Jessell
178D526292AA4C1...

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

9/3/2021

Date

DocuSigned by:

Carlos B. Castillo
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Carlos B. Castillo, General Counsel

9/3/2021

Date

Mark B. Rosenberg
Mark B. Rosenberg, President

09/08/2021

Date

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2021

Subject: Approval of additional purchase orders issued under the independent contractor agreement with the vendor Logistics Management Group

Proposed Committee Action:

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees (the “BOT”) to the University President, as reflected in the Resolution on the President’s Powers and Duties approved by the BOT on March 4, 2019, authorize the University President or his designee to issue additional purchase orders pursuant to the agreement with the vendor Logistics Management Group, in an amount equal to \$107,579.23.

Background Information

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

At its previous meeting on April 21, 2021, the BOT Finance and Facilities Committee approved the execution by the University of an Independent Contract Agreement with Logistics Management Group (the “Agreement”), and the issuance of purchase orders pursuant to the Agreement, up to an amount equal to \$1,977,855 (the “Agreement Expenses”). As discussed in April, the Agreement provides 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, which took place on May 20-23, 2021 (the “2021 Festival”).

As was reported at the BOT’s April 2021 meeting, 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.

At that time, the total Agreement Expenses approved by the BOT were estimated to be \$1,977,855. Thereafter, following a true-up of the Agreement Expenses, it has been determined that an additional \$107,579.23 is due to Logistics Management Group in Agreement Expenses.

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

Additional Cost: Estimated \$107,579.23.

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 forgoing 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.

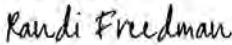
(l) Entire Agreement. This Agreement, along with any and all exhibits and appendices attached hereto, sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. No other 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.



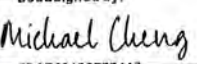
Funding Certification Form

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

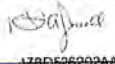
Funding Source(s): Ticket sales and sponsorship revenue (unrestricted auxiliary funds).

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:

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


8/26/2021

Date

DocuSigned by:

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

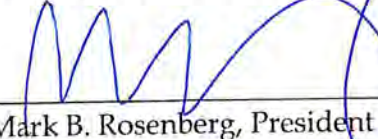
8/26/2021

Date

DocuSigned by:

 Carlos B. Castillo, General Counsel

8/26/2021

Date


 Mark B. Rosenberg, President

9/3/21

Date

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

FINANCE AND FACILITIES COMMITTEE CHARTER

1. Overall Purpose/Objectives

The Finance and Facilities Committee (“Committee”) is a committee of the Florida International University Board of Trustees (“Board”), whose members are appointed by the Chairperson of the Board. The general purpose of the Committee is to provide review, policy guidance and strategic oversight of the University's financial matters, financial reporting statements, campus master planning activities and other real estate type activities for both the University and its direct support organizations (“DSO”).

For University financial matters, the Committee will review actions to be presented to the Board and provide a recommendation. This includes, but is not limited to, the annual University budget and all tuition, room rents, and other student fees that are required by state statute to be approved by the Board. The committee will schedule and periodically review financial reports from the university’s DSO.

For campus master planning and other real estate matters, the Committee will coordinate the campus master planning process and provide recommendations to the Board for action. The Committee will annually review the capital improvement plan submissions to the Board of Governors and State legislature, and periodically review programs that ensure the maintenance and safety of University facilities. The Committee will review any real estate related projects or facilities involving the University or any of its DSOs, or any other University entities that may arise in the future by whatever designation, and make recommendations to the full Board. The Committee will participate in, review and approve the planning process for any DSO-initiated program that will materially affect the University either financially or in reputation, or involve any real estate related matters on or off campus.

2. Authority

The Board authorizes the Committee to :

- 2.1 Perform activities within the capacity of its charter.
- 2.2 Participate, through the Chair of the Board of Trustees, in the process of the appointment and dismissal of the Senior Vice President and Chief Financial Officer.
- 2.3 Engage independent counsel and other advisers as it deems necessary to carry out its duties, with approval of the Board or the President.

- 2.4 Have unrestricted access to management, faculty and employees of the University and its DSOs, as well as to all books, records, and facilities thereof.

3. Organization Membership

- 3.1 The Chair of the Board of Trustees will appoint the chair and members of the Committee.
- 3.2 The Committee consists of at least five (5) members, all of whom are voting Trustees of the University.
- 3.3 A majority of Committee members, if not all, shall possess general accounting, business and financial knowledge, including the ability to read and understand fundamental financial statements.
 - 3.3.1 If possible, the Committee will include at least one member who is a "accounting or financial expert"; a person who has an understanding of generally accepted accounting principles and financial statements; the ability to assess the application of these principles in connection with accounting for estimates, accruals and reserves; and an understanding of committee functions; experience preparing financial statements, or experience actively supervising persons engaged in such activities. The person must have acquired these attributes through one or more of the following: education or experience actually doing these functions or similar ones; actively supervising someone who is performing these functions or similar ones; experience overseeing or assessing the performance of companies or public accountants who are preparing or evaluating financial statements; or other relevant experience.
- 3.4 Members will serve on the Committee until their resignation or replacement by the Chair of the Board.

4. Meetings

- 4.1 A simple majority of the members of the Committee will constitute a quorum for the transaction of business.
- 4.2 Meetings shall be held not less than four (4) times per year and shall correspond with the University's financial reporting cycle.
- 4.3 The Committee shall maintain written minutes of its meetings, and for the Committee Chair to approve each meeting's agenda.
- 4.4 The Senior Vice President and Chief Financial Officer, who has operational responsibility for facilities planning, will be the liaison to the Committee from the FIU Administration. Said Senior Vice President and Chief Financial Officer will regularly meet and correspond with the Chair of the Committee and in consultation

with the Chair, prepare the agenda for meetings of the Committee. Said Senior Vice President and Chief Financial Officer will further advise and keep informed, as needed, both the President and the Chair of the Board on a regular basis regarding matters brought before and actions taken by the Committee.

- 4.5 The Committee shall provide regular updates of Committee activities to the Board for matters within the Committee's area of responsibility.
- 4.6 The Committee may request special presentations or reports that may enhance members' understanding of their responsibilities.
- 4.7 It is the intent of the Committee for matters within its purview to come before the Committee as early as possible so that the Committee can issue its recommendations and exercise its oversight at the beginning of any particular project or matter.

5. Roles and Responsibilities

With regard to each item listed below, the Committee will:

- 5.1 Review the annual operating budgets of the University and recommend appropriate action to the Board.
- 5.2 Review the financial statements of the University's DSOs, making recommendations for action to the Board as needed; (frequency of review is at the discretion of the Committee, but will be not less than once each year).
- 5.3 Review the annual capital budget request of the University and recommend appropriate action to the Board.
- 5.4 Review annual (or interim) changes to the University's tuition and fees and any related policy changes, and recommend appropriate action to the Board.
- 5.5 Review and approve material, non-mandated changes to accounting policies and practices.
- 5.6 Advise Senior Management, based upon the Committee's review, whether the Committee believes that the annual audited financial statements (including the footnotes) contain any material misstatements or omissions.
- 5.7 Review with Senior Management at the completion of the annual financial statement audit:
 - 5.7.1 the University's annual financial statements and related footnotes, including their degree of clarity;

- 5.7.2 the Auditor General's opinion regarding the financial statements;
- 5.7.3 any significant changes required to the state auditor's audit plan;
- 5.7.4 any difficulties or disputes with management encountered during the audit, including an overall assessment of management cooperation;
- 5.7.5 the University's accounting principles, including the consistency, appropriateness and quality (not just acceptability) thereof, with particular emphasis on sensitive accounting estimates and accruals;
- 5.7.6 the University's overall level of compliance with governmental regulations;
- 5.7.7 reports concerning internal controls, including significant findings and recommendations and management's response;
- 5.7.8 other matters that should be communicated to the Committee under generally accepted auditing standards; and
- 5.7.9 any other financial filings required by law or regulation.
- 5.8 Consult annually with the CFO regarding the integrity of the University's financial reporting processes and related internal controls.
- 5.9 Become familiar with the current campus master plan and the philosophies behind its development.
- 5.10 Understand the statutorily required process and frequency of updates to the plan.
- 5.11 Recommend amendments to the plan to the Board.
- 5.12 Recommend appropriate action regarding the acquisition and disposition of real property.
- 5.13 Review material proposed additions to and renovations of existing facilities, to include facilities of the University and DSOs.
- 5.14 Review and recommend to the Board the annual list of capital improvements for funding by the Legislature.
- 5.15 Periodically review and recommend to the Board matters and facilities relating specifically to student housing, both on and off campus and further review a long-term strategic planning program for said student housing.
- 5.16 Participate in the planning process for any DSO involvement in capital projects that affect the University either financially or in reputation or involve any real estate.

- 5.17 Review, provide oversight with respect to, and provide recommendations to the Board for any actions that may be required stemming from a DSO initiated capital project.
- 5.18 Review the effectiveness of the various University and DSO organizations in maintaining the buildings and grounds that are responsibilities of the Board.
- 5.19 Review the effectiveness of University law enforcement in protecting the physical assets of the University and providing a safe environment for the various University constituencies.
- 5.20 Review the effectiveness of the campus organizations responsible for environmental health and safety both in the buildings and on the grounds.
- 5.21 Provide recommended action items to the Board on all of the items above to the Board when necessary.
- 5.22 Regularly update the Board about Committee activities and make appropriate recommendations.
- 5.23 Ensure the Board is aware of matters within the purview or responsibility of the Committee that may significantly impact the financial condition or legal liability of the University.
- 5.24 Review the Committee charter at least every two (2) years and discuss any required changes with the Board.
- 5.25 Ensure that the charter is approved or reapproved by the Board, after each update.

Adopted December 1, 2016; Amended September 18, 2019

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Financial Summary Overview ¹
FY 2020-21

(\$ in millions)	Year To Date June 2021						
	Budget	Current Year Actual	Variance				
			\$	%			
Revenue / Receipts							
University							
Educational and General (net) ²	\$	583.9	\$	592.8	\$	8.9	2%
University		532.8		541.4		8.6	2%
College of Medicine		51.1		51.3		0.3	0%
FIU Self-Insurance Program		0.4		0.3		(0.1)	-15%
Auxiliary Enterprises		235.1		262.6		27.5	12%
Intercollegiate Athletics		29.4		31.1		1.7	6%
Activities and Service		20.0		21.2		1.2	6%
Technology Fee		10.9		11.4		0.5	5%
Board Approved Fees		0.4		0.4		(0.0)	-7%
Contracts and Grants		202.2		228.5		26.3	13%
Student Financial Aid		236.0		260.4		24.4	10%
Concessions		0.7		0.9		0.2	29%
Direct Support Organizations							
FIU Athletic Finance Corp.		4.9		4.1		(0.8)	-16%
FIU Foundation Inc.		36.5		81.4		44.9	123%
Contributions for University Support		33.2		78.3		45.1	136%
Contributions and Operating Revenues		3.3		3.1		(0.2)	-6%
FIU Health Care Network		10.1		11.2		1.1	11%
FIU Research Foundation		-		0.0		0.0	0%
Interfund Adjustments ³		(14.5)		(14.5)		-	0%
Total Operating Revenues	\$	1,356.0	\$	1,491.8	\$	135.8	10%
University: Treasury (net) & Contracts & Grants		10.1		34.5		24.4	242%
FIU Foundation Inc.		15.9		90.4		74.5	469%
Total Investment Revenues	\$	26.0	\$	124.9	\$	98.9	380%
Total Revenues / Receipts	\$	1,382.0	\$	1,616.7	\$	234.7	17%
Expenses							
University							
Educational and General (net)	\$	583.9	\$	552.1	\$	31.8	5%
University		532.8		509.7		23.1	4%
College of Medicine		51.1		42.4		8.7	17%
FIU Self-Insurance Program		0.2		0.3		(0.1)	-50%
Auxiliary Enterprises		224.6		190.8		33.8	15%
Intercollegiate Athletics		27.1		24.0		3.1	12%
Activities and Service		20.1		13.8		6.3	31%
Technology Fee		11.1		8.8		2.3	21%
Board Approved Fees		0.4		0.4		-	0%
Contracts and Grants		191.0		169.6		21.4	11%
Student Financial Aid		239.2		259.1		(19.9)	-8%
Concessions		0.8		0.3		0.5	63%
Direct Support Organizations							
FIU Athletic Finance Corp.		2.7		1.7		1.0	38%
FIU Foundation Inc.		42.2		36.6		5.6	13%
University Program Support		33.5		30.0		3.5	10%
Operating Expenses		8.7		6.6		2.1	24%
FIU Health Care Network		6.1		5.8		0.3	5%
FIU Research Foundation		-		0.0		(0.0)	0%
		-		-		-	0%
Interfund Adjustments ³		(14.5)		(14.5)		-	0%
Total Expenses		1,334.9		1,248.7		86.1	6%
Principal Payment of Debt ⁴		9.3		9.4		(0.1)	-1%
Change in Net Assets (incl. Investments)	\$	37.8	\$	358.5	\$	320.7	848%
Change in Net Assets (excl. Investments)	\$	11.8	\$	233.6	\$	221.8	187%

Florida International University
Financial Summary Overview ¹
FY 2020-21 as of June 2021

Financial Highlights:

Real **Timing**

Operations - By Fund and Direct Support Organization

Educational and General Variance: Revenues \$8.9M, Expenses \$31.8M

I. University (ex-College of Medicine) Variance: Revenues \$8.6M, Expenses \$23.1M

Operating Revenues

State Appropriations:

Higher distribution to cover increased health insurance premiums, \$2.5M, offset by lower pass-through distribution to cover lower risk management insurance premium, (\$0.3M)	2.2	-
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Tuition:

Undergraduate base: student credit hour enrollment is 1,166 FTE or -3.5 percent below target; associated net tuition revenues are below plan mainly due to less non-resident transfer students and lower than anticipated student credit hour enrollment by undergraduate students	(9.9)	-
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FIU Fully Online: higher net tuition revenues mainly due to better than planned enrollment, 974 FTE or 26.9 percent	4.8	-
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Dual Enrolled: student credit hour enrollment is below target by 51 FTE or 3.1 percent; offset by positive revenue variance from unbudgeted revenues from in-state fee for on-campus dual enrolled students — tuition for off-campus, dual enrolled students is waived by statute	0.4	-
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Shorelight International Student Program: 10 percent or 56 FTE higher than planned enrollment	0.1	-
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Tuition differential: on target as lower student credit hour enrollment is offset by lower than anticipated prepaid contract exclusions	0.1	-
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Graduate and Professional: student credit hour enrollment above target by 7.1 percent or 363 FTE; associated net tuition revenues above target mainly due to higher enrollment in Masters degree programs	2.8	-
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Other: Lower disaster relief, regulatory, exchange, and other waivers, \$4.4M; lower bad debt expense, \$3.3M; higher incidental revenues, \$0.2M; and lower financial aid allocations, \$0.1M	8.1	-
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Total Revenues Variance	\$ 8.6	\$ -
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Operating Expenses:

The favorable expense variance of \$23.1M is mainly due to lower expenses as a result of the 6 percent state appropriations holdback which was released in the fourth quarter of the fiscal year, \$9.6M; additional savings related to personnel, \$9.2M, and other expenses, \$2.1M; utility savings, \$1.9M; and lower risk management insurance premium, \$0.3M.

	\$ 23.1	\$ -
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II. College of Medicine Variance: Revenues \$0.3M, Expenses \$8.7M

Higher distribution to cover increased health insurance premiums, \$0.2M. Net tuition revenue is on target as lower than anticipated bad debt and waivers are offset by lower non-resident enrollment.

	\$ 0.3	\$ -
--	--------	------

Savings mainly from vacant positions, \$7.7M, and other expenses, \$1.0M.

	\$ 8.7	\$ -
--	--------	------

FIU Self-Insurance Program Variance: Revenues \$-0.1M, Expenses \$-0.1M

Revenues are below target by \$55K or 14 percent due to lower than anticipated premium costs.

	\$ (0.1)	\$ -
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Unfavorable operating expense variance of \$139K or 70 percent due to higher than anticipated program administration charges.

	\$ (0.1)	\$ -
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Florida International University
Financial Summary Overview ¹
FY 2020-21 as of June 2021

Financial Highlights:

Real Timing

Auxiliary Enterprises Variance: Revenues \$27.5M, Expenses \$33.8M

Revenues are higher than planned by \$27.5M mainly due to non-operating lost revenues claimed from the federal Higher Education Emergency Relief Fund (HEERF) Grant program for the period of March 13, 2020 — the beginning of the pandemic — through the end of fiscal year 2020-21, \$47.3M, offset by lower operating revenues of \$19.8M.

The move to remote learning and work in response to COVID-19 and corresponding decline in demand for on-campus services and activities has had the biggest impact on the auxiliaries, resulting in a \$19.8M or 8.4 percent decline in operating revenues. The main components include significantly lower housing occupancy, (\$9.4M); lower revenues from Division of Information Technology and other services, on-campus retail services, and events across several auxiliaries, (\$2.8M); lower shared services fee revenues commensurate with real savings in expenses, (\$2.8M); lower revenue from the South Beach Wine and Food Festival, (\$1.7M); less parking fee revenues due to less students purchasing parking permits, (\$1.4M); lower revenues from research projects, (\$1.0M); less construction services reimbursement fee revenues due to postponed projects, (\$0.7M); and lower revenues across various other auxiliaries, (\$0.4M). Higher academic auxiliary revenues driven by higher enrollment in market-rate programs are offset by the impact of the move to remote learning in the areas of self-supporting and other academic programs, study abroad, and material, supply and equipment fees, \$0.4M.

\$ 27.5 \$ -

Expenditures are below budget by \$33.8M or 15 percent, mainly due to vacant positions across all auxiliaries, \$9.1M; less operating expenses associated with cancelation of study abroad programs and travel due to COVID-19, \$3.9M; less demand for services and events on campus, \$3.1M; savings from transitioning the Golden Panther Express from an external service to an internal service, \$1.2M; lower instructional materials, supplies and equipment purchases due to remote learning, \$2.2M; less scholarships, \$1.2M; lower expenses in research recharge centers, \$1.1M; and other expense savings across all auxiliaries, mainly academic auxiliaries, \$13.1M; offset by unbudgeted expenses for the new COVID-19 testing center, (\$1.1M).

\$ 33.8 \$ -

Intercollegiate Athletics Variance: Revenues \$1.7M, Expenses \$3.1M

Revenues are above target by \$1.7M or 6 percent mainly due to non-operating lost revenues claimed from the federal Higher Education Emergency Relief Fund (HEERF) Grant program for the period of March 13, 2020 — the beginning of the pandemic — through the end of fiscal year 2020-21, \$1.4M; greater net revenue from the athletic fee due to higher student credit hour enrollment and lower bad debt expense, \$0.5M; unbudgeted revenues received in the current fiscal year for the University of Miami football game played in the prior year and sponsorship and ticket sales from Van Wagner that are related to the previous year, \$0.4M; other athletic revenues, \$0.2M; offset by lower game guarantee and NCAA conference payments, (\$0.8M).

\$ 1.7 \$ -

Expenditures are below budget due to savings from furloughs and less temporary employees \$1.5M; less travel expenses due to cancelled football games, and less recruiting and team sport operating expenses, \$1.6M.

\$ 3.1 \$ -

Student Activity and Service Variance: Revenues \$1.2M, Expenses \$6.3M

Revenues are \$1.2M above plan mainly due to non-operating lost revenues claimed from the federal Higher Education Emergency Relief Fund (HEERF) Grant program for the period of March 13, 2020 — the beginning of the pandemic — through the end of fiscal year 2020-21, \$0.8M, and higher net revenues from the Student Activity and Service Fee due to higher student credit hour enrollment and lower bad debt expenses, \$0.4M.

\$ 1.2 \$ -

Expenses are below target primarily due to savings related to vacant positions and less temporary personnel mainly in student centers and buildings, \$3.2M; and operating expense savings across areas such as student government association, student groups and clubs, students centers and buildings, and campus life, \$3.0M.

\$ 6.3 \$ -

Technology Fee: Revenues \$0.5M, Expenses \$2.3M

Net revenues from the technology fee are higher than target mainly due to higher than projected student credit hour enrollment and lower bad debt expense, \$0.3M.

\$ 0.5 \$ -

Florida International University
Financial Summary Overview ¹
FY 2020-21 as of June 2021

Financial Highlights:

Real Timing

Expenses are below target mainly due to savings from vacant and temporary positions, \$0.1M, and delays in project timelines and equipment purchases to the next fiscal year, \$2.3M.

\$ 2.3 \$ -

Board Approved Fees: Revenues \$0M, Expenses \$0M

Revenues are below plan by \$27K or 6 percent due to less than anticipated students reaching the minimum, eligibility threshold of sixty credit hours to be assessed the Bar Test Prep Fee.

\$ (0.0) \$ -

Expenses are below budget by \$63K mainly due to payments to bar prep course vendors which will be incurred in the next fiscal year.

\$ 0.1 \$ -

Contracts and Grants Variance: Revenues \$26.3M, Expenses \$21.4M

Sponsored Research:

The favorable variance in revenues of \$27.5M is due to higher draw down of federal Higher Education Emergency Relief Funds (HEERF) Institutional and Minority Serving Institutions support due to additional awards during the year, \$47.9M, higher revenue in other federally sponsored projects, \$0.2M, and unbudgeted reimbursements from the National Forensic Science Technology Center (NSFTC), \$4.3M; offset by lower State government sponsored projects, (\$17.8M), and other (private) sponsored projects, (\$7.1M).

\$ 27.5 \$ -

Expenditures are below budget by \$17.5M mainly due to lower expenses in federal, state, and other (private) sponsored research projects, \$28.9M; offset by higher than expected commitments against Facilities and Administrative (F&A) returns spent by the colleges, units, centers, and researchers, (\$11.4M).

\$ 17.5 \$ -

Lost revenues claimed under the HEERF grant program, \$52.1M, are reflected in the Contracts and Grants fund as transfers out and non-operating revenue in the Auxiliary Enterprises, Intercollegiate Athletics, Activity and Service, External Contracts, and Concession funds which were subject to lost revenues.

External Contracts:

Revenues are under plan by \$1.2M, primarily due to lower DSO reimbursements commensurate with lower DSO reimbursement expenses, (\$3.5M), offset by higher revenues from College of Medicine Clinical Affairs and other medical programs, \$0.5M, and non-operating lost revenues claimed from the federal Higher Education Emergency Relief Fund (HEERF) Grant program for the period of March 13, 2020 — the beginning of the pandemic — through the end of fiscal year 2020-21, \$1.8M.

\$ (1.2) \$ -

Expenses are below budget, \$4.0M, as less in-person activities and reduced on-campus presence have led to savings in temporary employee, travel, and professional service expenses.

\$ 4.0 \$ -

Student Financial Aid Variance: Revenues \$24.4M, Expenses \$-19.9M

Student financial aid revenue is above target by \$24.4M or 10 percent. The majority of the variance is due to the second, unbudgeted allocation from the federal government from the Higher Education Emergency Relief (HEERF) grant program, \$18.7M; more than anticipated Bright Futures revenues due to more students qualifying for Bright Futures scholarships, \$9.7M; higher than anticipated donor-related scholarships, \$0.9M; and higher Florida Student Assistance Grant (FSAG) allocations, \$0.1M. These are offset by less Pell Grant revenue due to less Pell-eligible students, (\$3.6M); less than anticipated undergraduate merit institutional aid, (\$1.0M); and less Federal Work Study (FWS) revenue due to less students on campus, (\$0.4M).

\$ 24.4 \$ -

Student financial aid expenses are above target by \$20.0M or 8 percent. Higher expenses are due to the second, unbudgeted allocation from the HEERF grant program, (\$18.7M); more students with Bright Futures awards, (\$9.3M); and higher donor-related scholarships, (\$1.9M); offset by less institutional aid for undergraduate merit scholarships due to less students, \$4.2M; less Pell Grant awards as a result of less eligible students, \$3.6M; less FWS expenses due to less students on campus, \$1.4M; and all other sources of financial aid, \$0.7M.

\$ (20.0) \$ -

Florida International University
Financial Summary Overview ¹
FY 2020-21 as of June 2021

Financial Highlights:

Real Timing

The positive change in net position of \$1.4M is \$1.9M above target and is mainly due to timing of expenditures associated with institutional aid, Bright Futures, and FSAG.

Concessions Variance: Revenues \$0.2M, Expenses \$0.5M

Revenues are \$238K or 34 percent higher than plan mainly due to non-operating lost revenues claimed from the federal Higher Education Emergency Relief Fund (HEERF) Grant program for the period of March 13, 2020 — the beginning of the pandemic — through the end of fiscal year 2020-21, \$741K. Operating revenues continued to be adversely impacted by COVID-19 and the move to remote learning and work; less on-campus foot traffic resulted in a 76 percent decline in beverage and snack sales and sponsorship revenue, (\$460K), and less students in on-campus housing negatively affected Housing laundry machine commissions, (\$50K).

\$ 0.2 \$ -

Real expense savings of \$530K, 67 percent of the annual budget, are largely due to less events due to the move to remote learning and work as a result of COVID-19 and lower vending operations overhead.

The university reduced the budget designated for various events across the university by approximately \$480K or 61 percent of the annual expense budget, in response to lower operating revenues.

\$ 0.5 \$ -

FIU Athletic Finance Corp. Variance: Revenues \$-0.8M, Expenses \$1M

Revenues are below plan by \$0.8M or 15 percent mainly due to lower revenues from Miami FC games and ticket sales as fan capacity in the stadium is limited during the COVID-19 pandemic, (\$0.5M); lower than budgeted game guarantees and conference distributions, (\$0.8M); and lower sponsorship revenue, (\$0.3M); offset by unbudgeted support from the FIU Foundation Inc., \$0.7M; and higher sky suite revenue, \$0.2M.

\$ (0.8) \$ -

The favorable variance in operating expenses is mainly due to lower event expenses as no fans are allowed in the stadium for Miami FC games due to COVID-19 restrictions, \$0.5M; lower game day and other expenses, \$0.4M; and lower debt service payments, \$0.1M.

\$ 1.0 \$ -

FIU Foundation Inc. Variance: Revenues \$44.9M, Expenses \$5.6M

The favorable revenue variance is driven by higher cash contributions.

\$ 44.9 \$ -

University support program expenses are below budget due to delays in capital projects offset by higher scholarship and program expenses, \$3.4M. Additionally, the favorable variance on Foundation operating expenses is mainly due to lower administrative and other operating expenses, \$2.1M.

\$ 5.6 \$ -

FIU Health Care Network Variance: Revenues \$1.1M, Expenses \$0.3M

Operating revenues are \$1.1M higher than plan due to more than anticipated enrolled students in the Office of International Affairs (OIA) programs; FIU was able to offer remote learning to additional students from other states whose clinical sites were closed.

\$ 1.1 \$ -

Expenses are \$0.3M lower than budget due to savings in vacant positions in the Office of International Affairs (OIA) programs and Management Services Organization.

\$ 0.3 \$ -

FIU Research Foundation Variance: Revenues \$0M, Expenses \$0M

Operating revenues are on target.

\$ 0.0 \$ -

Expenses are below budget due to lower than anticipated charges for accounting, audit, and tax services, \$2K.

\$ 0.0 \$ -

Net Investment Returns: \$98.9M

Florida International University
Financial Summary Overview ¹
FY 2020-21 as of June 2021

Financial Highlights:

Real

Timing

University Treasury investments fiscal year-to-date returns are 8.3 percent or \$33.9M. Investment revenues net of operating expenses of \$32.3M, \$22.4M above plan, are comprised of \$12.3M of investment earnings, \$21.6M of unrealized gains, and Treasury operating expenses of \$1.6M.

Additionally, there is \$2.1M, \$1.9M above plan, of investment income and unrealized gains in Contracts & Grants related to a National Institutes of Health grant invested as an endowment with the Foundation.

Foundation investments fiscal year-to-date gains are at 30.0 percent or \$90.4M, generating a favorable variance of \$74.5M. Investment returns for the full fiscal year were budgeted at 6.0 percent, or \$15.9M.

Principal Payments of Debt: \$-0.1M

Principal payments of debt are slightly higher than budgeted, mainly due to the payoff of the remaining balance on the MRI machine.

\$ (0.1) \$ -

Notes:

¹ The financials presented above reflect the state budgeting methodology which differs from full accrual financial statements. The following have the most significant impact:

- Depreciation of Assets: For budgeting purposes equipment purchases are fully expensed in their acquisition year, therefore depreciation is not included in the budget.
- Unrealized gains and losses: The investment gains / losses are recognized as revenues in the budget however GASB accounting principles require that it be recorded as a non-operating revenue / expense.

² E&G revenues include State Funding and Tuition and are net of waivers, uncollectible amounts and 30 percent Financial Aid need-based amounts per Florida Board of Governors (BOG) regulation. Any differences between E&G Revenues and Expenses will be funded from prior year balances carried forward.

³ Interfund transfers have been included resulting in higher revenues and expenses by fund allowing for an individual fund performance analysis. The interfund adjustments eliminate this double counting. However, interfund transactions such as tuition funded by scholarships and auxiliary services provided to other units have not been eliminated. Since revenues and expenses are equal, the interfund adjustments are the same for both.

⁴ Principal payment of debt reflected above per Florida Board of Governors (BOG) requirement that debt service payments be shown on a cash basis.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2021

Reports (*For Information Only – no action required*) Pete Garcia, Executive Director of Sports and Entertainment

Fundraising Report

FIU Foundation, Inc. Unaudited Preliminary Recap Through the Period Ended June 30, 2021 (in thousands)			
	Budget	Actual	Variance
Revenues	\$1,274	\$1,703	\$429

- Favorable variance YTD due to unbudgeted donations.

Athletics Finance Corporation

FIU Athletics Finance Corporation Unaudited Preliminary Recap Through the Period Ended June 30, 2021 (in thousands)			
	Budget	Actual	Variance
Revenues	\$4,878	\$4,140	\$(738)
Expenses	\$1,451	\$590	\$861

- Year-to-date Net Income excluding debt service interest and principal was \$3,550M.
 - Primary drivers include:
 - Revenues down YTD due to the loss of two guarantee games resulting from the COVID 19 pandemic, as well as lower than budget Conference distributions.
 - Expenses lower than budget due to cancelled games and Athletics efforts in maintaining costs low due to lower revenues expected.
- The debt coverage covenant requirement was met for the period ending June 30, 2021.

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BUSINESS SERVICES REPORT AS OF JUNE 30, 2021
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2021

BUSINESS SERVICES REPORT AS OF JUNE 30, 2021

HIGHLIGHTS AND NEW SERVICES

Spring 2021 continued the combination of remote and limited face-to-face courses, and a phased remote working environment resulting in a noticeable positive shift in on-campus population. Food venue capacity continued to hold steady at 27%-32% as the physical presence on campus shifted from mid-spring 2021 to early summer based on dining ticket counts. This upward trend falls short compared to spring 2020. Nonetheless, the Office of Business Services (OBS) continues to compare traffic counts to pre-pandemic times during this fluid situation and continues opening additional venues and services and expanding hours of operation. In the fourth quarter, additional venues opened in time for the start of summer A.

Repopulation Taskforce

All business partners repopulated successfully on plans submitted based on county guidelines and approval by the Repopulation Taskforce. OBS continues to monitor compliance of the COVID-19 guidelines for all our business partners.

OBS Marketing

OBS Marketing continues updating its webpage for all ShopFIU in-person and remote services (<https://shop.fiu.edu>). This one-stop-shop has information for meal plan credits; business partner venue hours; obtaining PPE on campus; course materials and more. Additionally, the OBS Marketing team is gearing up for increased activations planned for summer including graduations, orientations, Panther camps, and the re-opening of additional venues.

Construction Update

Most construction projects were completed by the Spring 2021 term. These enhancements include Jamba Juice, Pollo Tropical, Subway, Café Bustelo, the new Pincho Factory, and the Chili's outside patio renovation with a walkway to SASC. Starbucks M.A.N.G.O. and Biscayne Bay Campus (BBC) Glenn Hubert Library refreshes now include expanded menu offerings from the investment in new equipment and furniture.

The BBC community eagerly awaits the opening of the new Chick-Fil-A venue as well as the new Vicky Café in AHC1. Equipment installation and inspections are expected to be completed this summer. At the Modesto A. Maidique Campus (MMC), the Sergio's renovation will include an expanded menu, and Cabana, a unique Caribbean concept developed for FIU, and will be completed over the summer.

Office of Business Services

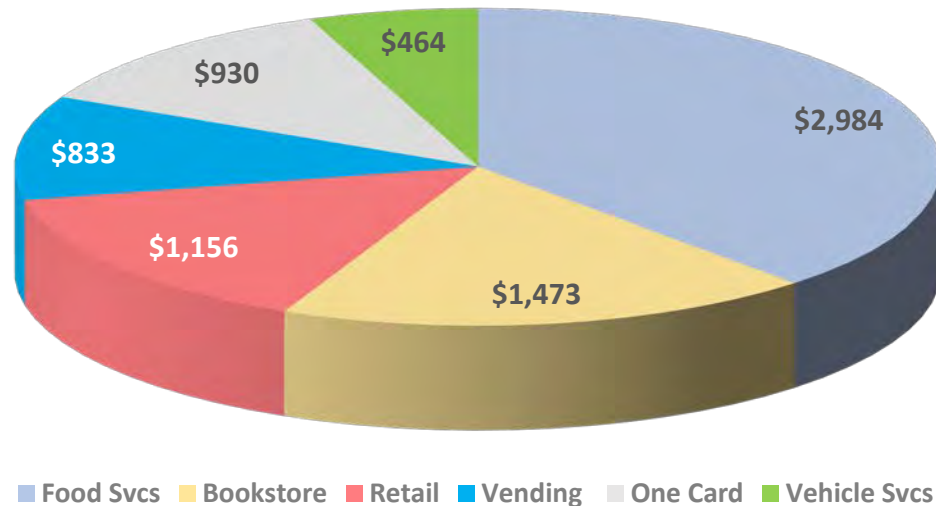
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QUICK FACTS



OBS oversees 60 food and retail venues, beverage, and snack vending, FIU One Card program, fleet services, multi-use facilities, property management and advertising. Detailed information for all services, including hours of operation, may be found at shop.fiu.edu and on the FIU Mobile App under the “Places” link.

**Operating Revenues by Business Segment (\$7.84M)
For the period ended June 30, 2021 (in \$000s)**



Revenue: Through the fourth quarter ended June 30, 2021, OBS managed sales operations of \$16.1M, representing \$7.84M in revenue and support to FIU and includes a \$2.8M allocation of HERRF Lost Revenue Recovery funds due to the COVID-19 pandemic for FY 19-20 and FY 20-21.



BUSINESS SERVICES REPORT AS OF JUNE 30, 2021

FOOD SERVICES

Chartwells continues to provide an excellent and safe food operation for the on-campus population. Venues that have remained open are 8th Street Kitchen, Breezeway, BBC Roary's Bay Café, and local venues such as Crepe King, Almazar, Tropical Smoothie, and Miro's. Additional dining favorites reopened including Chick Fil A in PG-5, Pollo Tropical in the Graham Center, Panda Express in M.A.N.G.O. and Vicky Café in the Frost Art Museum.

Food Services sales of \$5.4M generated revenue to FIU of \$3.0M, comprised of \$0.6M in commissions and \$2.4M in HEERF recovery allocation of COVID-19 related OBS lost revenue. Before the recovery allocation, the commissions shortfall was -\$1.6M from plan and -\$1.3M from prior year. This volume-driven variance is mainly due to the temporary closure of food venues because of the reduced on-campus population. OBS continues to work with Chartwells to re-open additional venues in time for fall 2021.

BOOKSTORE

Bookstore sales of \$7.2M generated revenue to FIU of \$1.5M, comprised of \$1.0M in commissions and support, and \$0.5M in HEERF recovery allocation of COVID-19 related OBS lost revenue. Throughout the spring, students could conveniently purchase course materials online or order for pick-up at MMC. Full services offered at MMC included online sales and curbside pick-ups to ensure customer safety. BBC bookstore re-opened at the start of summer A.

FIU Panther Book Pack

As part of the Textbook Affordability initiative, Barnes & Noble and FIU implemented the first-day opt-out program, known as the FIU Panther Book Pack. Our strong partnership and alignment in these initiatives will culminate this Fall with the launch of the largest and most affordable innovative access program in the nation, driving access achievement and affordability for undergraduate students.

Students save between 30-50% on print and digital course materials each term. Access is automatically received to course materials on-or-before the first day of class. A fixed per-credit-hour charge of \$20 is applied as a course charge. For example, a fifteen-credit course load results in a \$300 flat rate, providing significant student savings. If a student does not wish to participate, they may opt-out by the add/drop period and not have the charge applied. Once implemented,

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BUSINESS SERVICES REPORT AS OF JUNE 30, 2021

FIU will be the first in the Florida State University System to launch such an immense affordability measure for its undergraduate population.

For more information visit <https://shop.fiu.edu/bookpack-2>.

VENDING

Vending sales of \$300K generated revenue and support to FIU of \$800K comprised of \$100K in commissions and support, and \$700K in HERRF allocation of COVID-19 related OBS lost revenue. The vending sales shortfall will also affect FIU's concession fund which is used for initiatives such as student-sponsored and University-wide events. FIU will be funding next year's commitments from the accumulated fund balance in the concession fund.

Pepsi Co.

Beverage vending sales commissions of \$60K trailed behind plan and prior year by -61% and -67%, respectively. There are 137 machines across MMC, BBC, and the Engineering Center (EC). Annual case volume contractual thresholds were not met this year thereby reducing annual pouring rights by -85%. This shortfall was replenished by the HERRF lost revenue recovery allocation in the fourth quarter.

Right Choice

Snack vending sales commissions of \$38K trailed behind plan and prior year by -69% and -78%, respectively. There are 101 snack vending machines across MMC, BBC, and EC.

RETAIL OPERATIONS

Retail operations sales of \$800K generated commissions of \$42K, while license fees, sale of services, and support revenue were \$1.1M. This combined retail revenue of \$1.15M was ahead of plan by 4% and down from the prior year by -1%, mainly due to sales shortfall affecting commissions.

Rental income of \$1.0M is 3% ahead of plan and 1% from prior year, mainly from contract renewals. OBS manages 18 internal and external users across MMC and BBC and continues exploring opportunities in PG-6 for expansion.

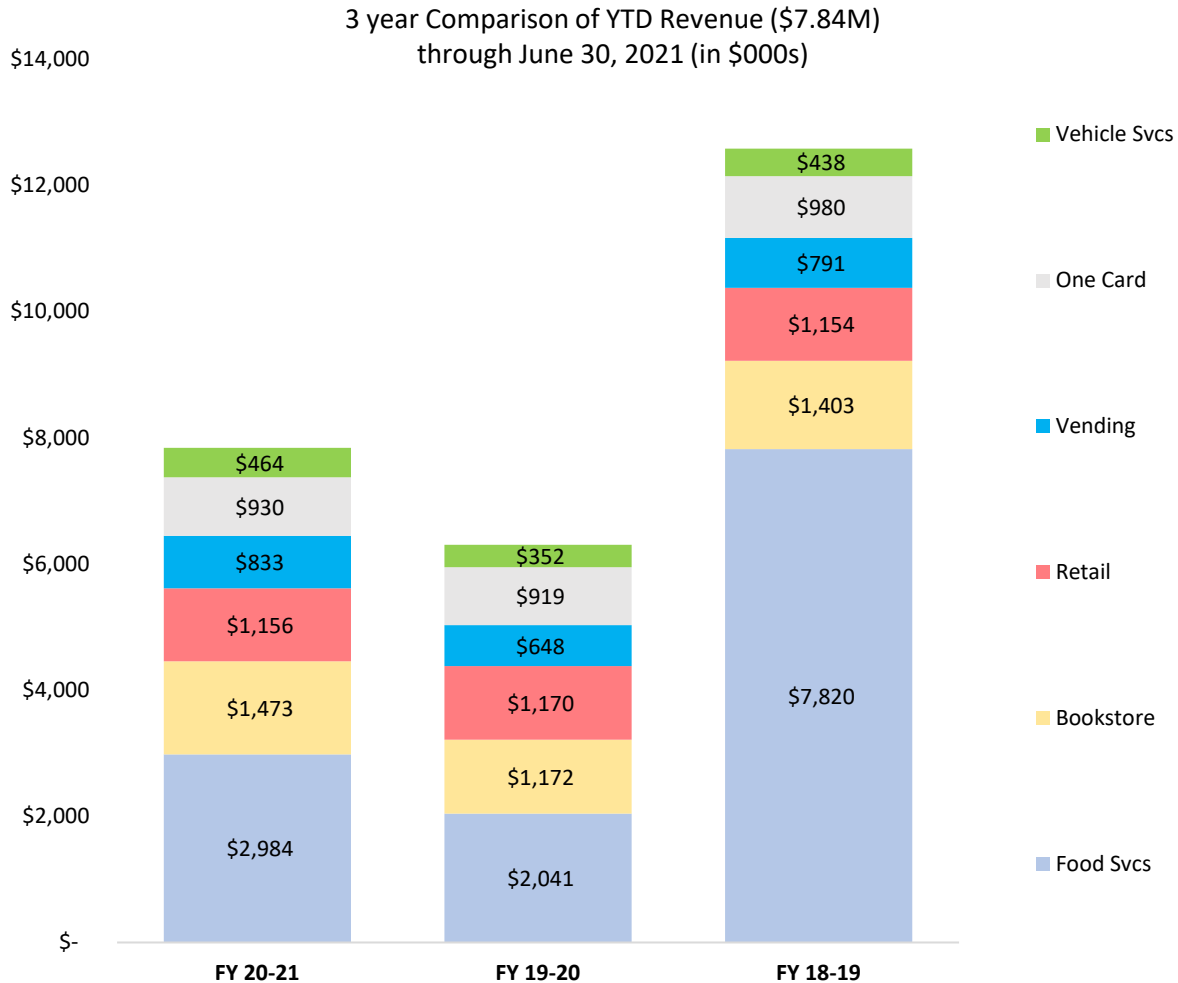
Commissions from retailers of \$42K trail behind plan and prior year by -42% and -71%, respectively, as a direct result of the pandemic and FIU's need to transition to remote learning and work environments.

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BUSINESS SERVICES REPORT AS OF JUNE 30, 2021

3-YEAR COMPARISON OF YEAR-TO-DATE FIU REVENUE



Through the fourth quarter ended June 30, 2021, \$16.1M in sales generated revenue and support to FIU of \$7.83M and includes a one-time HERRF allocation for OBS COVID-19 related loss of revenue of \$2.8M. The FY 18-19 food services revenue includes a one-time signing bonus of \$2.3M and one-time overhang reimbursement of \$2.96M.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2021**

EMERGENCY MANAGEMENT STATUS REPORT AS OF AUGUST 3, 2021

Report *(For Information Only – no action required)*

FIU Alert Emergency Notification System Test

The fall test of FIU Alert will be conducted in the beginning of September 2021 and a summary report will be provided in the next report.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2021

FACILITIES AND CONSTRUCTION UPDATE AS OF AUGUST 12, 2021

Report *(For Information Only – no action required)*

Projects Completed

- **BBC Aquatic Center Pool Repairs (BT-928) Minor Project FM# 180321 (Phase 2)** – \$2.2M CITF and Auxiliary funded project budget split in two phases: Phase 1 (\$1.1M); Phase 2 (\$973K). CITF funding: \$2M; Auxiliary funding: \$173K. A/E – Alleguez Architecture; CM – Thornton Construction. All Phase 2 work is complete. After the deck resurfacing work was finished, minor cracks and water leaks were discovered in several areas on the upper diving well deck and lower swimming pool deck. The pool was released to the CM on March 15, 2021 and initial crack repairs were completed on April 16, 2021. New leaks on the upper diving well deck and around the pool light fixtures required additional repair and waterproofing, which were completed on June 16, 2021. Additional minor leaks were subsequently discovered in the filter pit and diving well, and those repairs were completed on July 23, 2021. *(Since this project has been completed, this entry will be removed from future Board of Trustees reports).*

Projects under Construction

- **PG-5 Emergency Operations Center Expansion (BT-923)** - \$8.3M E&G-CF, Auxiliary, and Treasury funded project budget. A/E – PGAL; CM – Biltmore. The expansion will add 10,669 square feet of occupied space and renovate 2,140 square feet on the second floor of PG-5 adjacent to the existing space utilized by FIU Police and Emergency Management to provide a large emergency operations center, food storage, service operation areas, equipment storage, offices, conference rooms, and meeting breakout rooms. The renovated space will be reconfigured to provide a locker room, showers, laundry service space, and offices that are needed during emergency events. Ground floor work is complete with only punch list items remaining. On the second floor, fire sprinkler work was completed on August 6, 2021. Drop ceiling installation and flooring started the second week of August with furniture installation scheduled to follow flooring installation. A Temporary Certificate of Occupancy (TCO) is contingent on passing the final State Fire Marshall

inspection scheduled for the week of August 23, 2021. FIU Media is scheduled to complete installation of AV equipment mid-September when substantial completion of the project will be achieved. Delivery date: September 2021.

- **Tamiami Hall (formerly Parkview II Housing) (BT-892)** - \$91.4M project consisting of \$87.5M bond proceed and Housing Auxiliary funding for the building, \$3.9M Auxiliary Shared Services Fee for road and utility relocation, and \$3.0M in FY21-22 CITF funding allocated to the Promenade. A/E – Perkins+Will (P+W); CM – Moss & Associates. The project includes construction of a new 697 private bedroom style residence hall on the Modesto A. Maidique campus (MMC). Precast panel erection and curtainwall glazing is complete. Punch windows are 70% complete and drywall installation has begun in areas of the building where window installation is complete. FPL has installed their transformers and secondary cabinets and is now pulling cable into the building's electrical room. Chilled water pipe installation and pressure testing will be completed by mid-August. With building power also finishing in August, conditioned air in the building is scheduled for early September. Work for site drainage and relocation of SW 17th Street began on August 2, 2021. \$3.0M in FY21-22 CITF funding has been allocated for the Tamiami Hall Promenade. FIU has provided design comments and guidance to P+W in response to the conceptual schematic submittal. Delivery date: April 2022.
- **School of International and Public Affairs (SIPA) Phase II (BT-887)** - \$41.33M project consisting of \$12,701,439 PECO funding, \$15,250,000 private donation, \$5,534,299 FIU Online contribution, \$2M portion of Ferré gift, and \$900,000 E&G CF (current shortfall: \$4,947,273 to be raised with additional private donations.) A/E – Harvard Jolly; CM – Thornton Construction. The project includes classrooms, conference facilities, offices, language and technology labs, negotiation and mediation facilities, experimental teaching space for SIPA, and offices, student technical support spaces, and E-SPORT Gaming for FIU Online. PECO funding for the project was received in June 2017 with the condition that all private funds be expended before any PECO monies. The Green Family Foundation accelerated its \$15M donation, completing the full amount in December 2018. In February 2021, the Ferré Family Foundation committed to a \$5,500,000 donation to establish the Maurice A. Ferré Institute for Civic Leadership which would include the Maurice A. Ferré Reading Room. \$2.0M of the \$5.5M donation is earmarked for construction. The final program was approved July 24, 2018, for an 84,858 gsf building, encompassing 48,445 gsf of built-out space (57%), including 14,563 gsf for FIU Online, leaving 36,413 gsf of shell space (43%) for future build-out when the additional \$4.95M in private funding is raised. The CM stipulated that funding to complete the build-out of the 4th and 5th floors had to have been received no later than June 2021 to avoid impacting the construction schedule and any cost escalation. Current market conditions have increased the construction cost of the 4th and 5th floor build-out by approximately 40%, resulting in a total project cost increase of \$1,913,011 and a total project deficit of

\$4,947,273. Structural shell work continues with 4th floor precast concrete joists, concrete columns, and sheer walls under construction. Concrete placement to form the 5th floor deck began the week of August 9, 2021. Physical connection of the new structure to SIPA I is scheduled for early October 2021. Delivery date: June 2022.

- **International Center for Tropical Botany (ICTB) (BT-914) at The Kampong** - \$6.76M project consisting of \$5.96M in private donations and \$800k in CASE Auxiliary funds. CASE Auxiliary Funds will front \$1.8M in donations including the \$1.0M Millard gift. A/E – MC Harry; CM – Thornton Construction. The project will construct a new 16,553 gsf facility on a site immediately adjacent to the National Tropical Botanical Garden (NTBG) property in Coconut Grove to house educational, lab, and office spaces. The project was delayed for four (4) years as FIU negotiated with the City of Miami and neighbors on the terms of the warrant application and restrictive covenant agreement. One of the concerns with a four (4) year delay is the cost increase to the project. After achieving final agreement in October 2019, FIU resumed the design process. The 95% construction documents were received on June 22, 2020 with an addendum issued on August 18, 2020. The final GMP from Thornton was submitted on November 17, 2020 for \$5,490,354 and the CM agreement amendment incorporating the GMP was executed on January 22, 2021. This is approximately \$800K over the original \$4,769,084 construction budget established in April 2017. The second-floor slab was poured in mid-July and CMU block infill is in progress on the second floor. Roof framing will start in late August. Permanent power to the building is scheduled for early October. The next \$350K Millard gift installment will be released in early October when the building shell is complete. Delivery date: March 2022.

Projects in Design

- **CasaCuba (BT-925)** - \$34.3M project (increasing to \$48.8M after including the \$14.5M required maintenance endowment) based on private donations, and other philanthropic sources such as a \$750K National Endowment for the Humanities grant, and a \$2M Knight Foundation grant (\$800K received to date); \$4,042,890 raised to date. A/E – Rene Gonzalez & Associates (RGA); CM – TBD. The project will build a 63,477 gsf facility at the SW 16th Street entrance to MMC, including 40,000 gsf of auditorium and exhibition space; 5,500 gsf of classrooms; 5,600 gsf of teaching and research labs; and 12,000 gsf of office, computer, and campus support space. The project will create a dynamic center hosting open lectures, academic conferences, digital exhibits and research presentations, engaging museums, historical societies, and other academic and cultural institutions through meaningful partnerships. CasaCuba will help preserve and showcase FIU's wealth of Cuba-related intellectual and cultural resources for the benefit of the community, with a special emphasis on sharing and expanding its notable Cuba Collections. RGA continues to refine their

conceptual schematic design to bring the concept within program scope and budget as they proceed into advanced schematic design. A revised schedule for design deliverables is pending from the architect. Delivery date for 100% Design Development drawings: TBD.

- **Engineering Building (Phase I) (BT-919)** - \$48,407,641 project consisting of \$38,907,641 in PECO funding, and \$9.5M in unrestricted Treasury Auxiliary funds for a sixth floor, requiring an estimated additional \$15M to fully complete shell space. Total program space of 109,531 gsf with current design at 120,695 gsf (10% difference) A/E - Perkins+Will; CM - DPR Construction. The project is interdisciplinary focused on biomedical engineering covering the nexus of engineering, academic health sciences, computer science and robotics. It will construct a new 120,695 gsf engineering building at MMC that includes classrooms, teaching labs, study space, research labs, offices, and computer and instructional media spaces. The building will have 70% shell space intended to be built-out with private fundraising and sponsored research grant funding. The revised conceptual schematic design incorporating a sixth floor dedicated to sponsored research is still under review. Initial cost projections by the A/E and CM reveal the project is approximately \$12.4M - \$13.8M over budget due to additional design elements and construction market cost escalation. The CM and A/E continue to refine the design and explore alternatives to bring the concept as close as possible to the budget. Meetings with the users have begun to revisit the program and consolidate program scope where possible. Building completion and occupancy TBD.
- **University City Prosperity Project (UCPP) (BT-904)** - \$14.9M TIGER Grant project budget; multiple funding sources. A/E - BCC Engineering; Builder - TBD. FIU has received \$9.5M from builder's risk and surety insurance companies as part of the settlement agreement, and \$3,288,582 of expired 2013 TIGER funds have been restored for use through 2024 by the Further Consolidated Appropriations Act, 2020. On May 5, 2020, FDOT formally notified FHWA that it accepts FIU's request that FDOT manage the design and construction of a new FIU pedestrian bridge. In that letter, FDOT confirmed that Governor DeSantis lifted the hold on the use of TIGER grant funds for use on the new bridge project. MCM is waiting for a final inspection from MDWASD for permit closure after receiving an approval letter from the City of Sweetwater on May 13, 2021 to close the permit. Roadway concrete restoration work was completed on September 8, 2020 and inspected by FDOT. Asphalt restoration work is on hold pending the FDOT decision to defer the work as part of the new bridge project. Regrading and installation of riprap along the canal bank was completed on May 7, 2021 and a new as-built survey of the canal was submitted to SFWMD on July 1, 2021. BCC was released to start design of the new bridge on April 7, 2021 and the 30% design submittal is due August 18, 2021. Per the agreement with FDOT, BCC provided construction documents on June 18, 2021 for demolition of the existing plaza structures. A schedule review meeting was held on August 4, 2021 with

BCC and Lee Construction, the general contractor selected to perform the demolition work, to review schedule and coordinate the work. Public communication is being coordinated with FDOT. Along with the canal improvements, this will allow for closure of the SFWMD and USACE permits. FDOT projects the start of construction on the new bridge in July 2023 and completion in July 2024.

Projects in Planning Stage

- **Hotel, Conference and Alumni Center** – Public-Private Partnership (P3) project. Developer/Operator – Concord Benchmark, LLC; Architect – Rabun Architects; CM – Moss Construction. The Florida Board of Governors (BOG) approved the project on March 27, 2019. Award to the successful Invitation to Negotiate (ITN) respondent (Concord Benchmark) is complete with the successful finalization of Development, Operating and Sublease agreements. The agreements were signed by the developer on June 1, 2021; BTITF approved the sublease on August 11, 2021. FIU executed the contractual documents on August 12, 2021. With these milestones completed, the developer will initiate the due diligence and financing processes, design and construction. Construction is projected to begin August 2022. Delivery date: August 2024.
- **Primera Casa Hardening Project (FM 18-0351)** - \$3,618,929 project consisting of a \$2,714,197 FEMA Hazard Mitigation Grant (HMGP) award and \$904,732 BOT Carryforward Reserve funding as cost share. A/E – TBD; CM – TBD. The project will replace 17,350 SF of windows and 200 SF of doors and louvers at PC with current code-compliant, impact resistant assemblies. The project will also harden the existing roof by replacing 2,450 LF of edge nailers and flashing, 2,689 SF of roofing, doors, and skylights on 4 stairwell roof enclosures, and replace 2,800 LF of lightning protection on the roof parapet. Existing rooftop HVAC equipment will also be reinforced with new tie-down cables. FIU has been awarded the grant and has signed the Federally Funded Subaward and Grant Agreement from the Florida Division of Emergency Management (FDEM). The agreement was sent to FDEM on January 8, 2021 for execution and the final, fully executed copy was received on April 29, 2021. The project program was approved on March 29, 2021 and A/E firms were short-listed on June 29, 2021. A/E selection is scheduled for September 1, 2021. Requirements of the grant agreement allow for a qualifications-based competitive selection of the architect but require a low-bid competitive selection of the builder. However, federal procurement regulations allow for state-entities to use their own procurement processes. After a subsequent review of these regulations and contract terms, FIU's General Counsel has determined FIU is free to follow its qualifications-based competitive selection process for Construction Managers. Delivery date: Per the FDEM agreement, the project must achieve final completion when the period of performance ends September 30, 2023.

- **Graham Center Expansion (BT-921)** - \$35.9M CITF funded project. A/E – TBD; CM – TBD. The project initially envisioned a 69,400 gsf expansion, increasing the current ballroom footprint and adding breakout rooms, green rooms, lounges, and storage space. The highlight was to be a new and larger grand ballroom facility to meet current and projected needs. To date, \$23,304,196 in CITF funding has been received, including the entire FY20-21 CITF funding allocation of \$7,002,807. \$500K of the FY21-22 CITF allocation will also be added to the budget. The coronavirus pandemic, however, triggered a reconsideration of the program and a reassessment of the most effective use of CITF funds. Delivery date: TBD.

- **PG-6 Classroom and Retail Expansion (BT-924)** - \$3.7M Auxiliary funded preliminary project budget. A/E – MCHarry; CM – TBD. The project will convert 15,425 gsf of parking garage space in PG-6 to weather-tight conditioned space for 6,635 sf of circulation area, 1,435 sf of unfinished retail space to support the future Miami-Dade County bus terminal, 935 sf of restrooms and 930 sf of storage, with 5,490 sf of space to be assigned. 100% construction documents were completed through a previous minor project. The project has been re-scoped to focus on the immediate known requirements for the future Miami-Dade County bus terminal: the rest rooms and the central access corridor. Future needs for research space and retail will be addressed separately once requirements are better defined. Progress on development of the construction project is contingent on successful negotiation of the agreement with Miami-Dade County. Negotiations continue with a recent draft submitted by the county now under FIU review. Delivery date: TBD. *(No change from previous report).*

- **Trish and Dan Bell Chapel (BT-927) / East Loop Road Realignment (BT-929)** - \$15.44M combined preliminary project budget consisting of \$9.0M in private funds dedicated to the chapel; \$3.44M in unrestricted Treasury Auxiliary Fund balances and \$3.0M in CITF funds for roadway realignment. A/E – TBD; CM – TBD. The project will build a multi-faith chapel on MMC on S.W. 14th Street, northwest of the Ronald W. Reagan Presidential House. The chapel will accommodate the plurality of faiths and perspectives at FIU and serve as a multi-faith gathering place for worship, contemplation, spiritual strengthening, and mutual understanding. Initial program requirements are for the chapel to hold up to 250 people and include meeting space for students and leaders in FIU's multi-faith community as well as those teaching spiritual/religious subjects. The program committee was finalized on June 4, 2019 and the final program was completed and signed on December 6, 2019. The first installment of \$500K from the \$5M Bell family gift was received at the end of February. Proceeding to the design phase is dependent upon a fully funded and executed East Loop Realignment (BT-929) project to create the required space at the site for the chapel, which necessitated combining both projects. The road portion of the new, combined project will realign part of the loop road to enhance traffic flow and

improve turning radii for large vehicles servicing the Graham Center. This project will create a larger available site area east of the Graham Center Ballrooms for expansion of the Graham Center as well as bus and VIP pick up and drop off access during Graham Center events. The program for the road was approved and signed on April 16, 2020. The selection committee for the architect has been approved and the formal advertisement was posted on March 31, 2021. Architect submissions were received on April 8, 2021 and candidates were shortlisted on June 15, 2021. Architect interviews are scheduled for August 25, 2021. Delivery date: TBD.

Encls: New Minor Projects established 5/1/2021 – 7/31/2021.

New Project Change Orders established 5/1/2021 – 7/31/2021.

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FM New Minor Projects over \$500,000 established 5/1/21 through 7/31/21 (a)

Purpose: Information to BOT

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
1	181116	PC Fire Alarm Systems Renewal	FMD	3/14/2019	SGM	Thornton Construction	\$ 2,085,325.63	PECO & E&G CF
2	180216	BBC AC2 Water Intrusion/Structural Repairs	FMD	9/11/2018	Alleguez	Thornton Construction	\$ 2,017,077.25	IRMA, PECO & E&G CF
3	201009	AHC 4 & 5 Exterior Walls Remediation	FMD	5/17/2021	n/a	Turner Construction	\$ 502,000.00	E&G CF
4	201107	CTS 3rd Floor Lab Renovations (Dr. Black)	ORED	3/5/2021	Perkins & Will	DPR Construction	\$ 1,587,687.40	Auxiliary
5	210527	CTS 2nd Floor Lab Renovations (Dr's Xia, Cao & Liu)	ORED	6/2/2021	Perkins & Will	GMP PENDING with DPR Construction	\$ 800,000.00	E&G
6	200318	OU Cold Spray Lab	ORED	1/15/2021	Alleguez	GMP PENDING with Stobs Bros Construction	\$ 1,621,551.00	Auxiliary & E&G
							\$ 8,613,641.28	

(a) "Established" is defined as funded or contracted for design and/or construction during the reporting period.



FM Change Orders over \$50K 5/1/21 through 7/31/21 (a)

Purpose: Information to BOT

	BT/FM#	Project	Vendor	Contract No.	Original Amount	Current Amount	CO#	Date Approved	Amount	Description	Funding Source
1	200501	AHC2 170 Renovations	Turner Construction	448	\$ 116,455.00	\$ 817,720.00	1	5/13/2021	\$ 701,265.00	All necessary to perform Owner requested renovations. Note renovations total \$720,085; however, CO#1 included demolition savings of (\$18,820).	COM E&G CF
2	200916	CTS Autoclave & Cage Washer Replacement	DPR Construction	447	\$ 431,172.52	\$ 523,956.26	3	6/16/2021	\$ 92,783.74	Additional scope to remove existing equipment and install new Steris autoclave & cage washer due to the equipment supplier being unavailable.	Auxiliary
									\$ 794,048.74		

(a) Change orders over \$50,000 on minor projects and change orders over 5% of authorized budget for major projects.

FIU FOUNDATION, INC.

**SUMMARY OF REVENUES AND EXPENSES
& INVESTMENTS**

June 30, 2021

FIU FOUNDATION, INC.
Summary of Revenues and Expenses *
For the Period Ended June 30, 2021
(In Thousands of Dollars)

	Actuals			Budget	Fav (Unfav) Variance	
	University (Donor Designated)	Foundation (Unrestricted)	Total			
REVENUES:						
Cash Contributions	\$ 78,344	\$ -	\$ 78,344	\$ 33,189	\$ 45,155	[1]
Investment Returns, net of fees	63,090	27,290	90,380	15,913	74,467	[2]
MARC Building	-	1,934	1,934	1,740	194	
Foundation Subsidiaries	-	161	161	167	(6)	
Annual Revenues & Fees	-	1,037	1,037	1,405	(368)	
TOTAL REVENUES	141,434	30,422	171,856	52,414	119,442	
EXPENSES:						
Support to University:						
Scholarships & Programs	27,410	-	27,410	21,808	(5,602)	[3]
Building Funds	1,438	-	1,438	10,400	8,962	[4]
Operational Support	-	1,174	1,174	1,249	75	
Total Support to University	28,848	1,174	30,022	33,457	3,435	
Operational:						
MARC Building	-	491	491	443	(48)	
Foundation Subsidiaries	-	968	968	1,310	342	
Administrative Operating Expenses	-	4,974	4,974	6,665	1,691	[5]
Other Expenses	-	167	167	330	163	
Total Operational	-	6,600	6,600	8,748	2,148	
TOTAL EXPENSES	28,848	7,774	36,622	42,205	5,583	
EXCESS REVENUES OVER EXPENSES	\$ 112,586	\$ 22,648	\$ 135,234	\$ 10,209	\$ 113,859	

*Summary of Revenues and Expenses reflects revenues on a cash basis and expenses on an accrual basis.

- [1] The favorable variance of \$45.1 million in cash contributions were gifts mainly from the Robert Stempel College of Public Health and Social Work, College of Communication, Architecture + The Arts, University Wide, and College of Business.
- [2] The favorable variance of \$74.5 million in investment returns is based on an actual return for the fiscal year to date of 30.0% versus a budgeted rate of return for the fiscal year of 6.0%.
- [3] The unfavorable variance of \$5.6 million in Scholarships & Programs is a result of greater support provided to the University programs as a result of greater cash contributions during the year.
- [4] The favorable variance of \$9.0 million in Building Funds is a result of capital projects being delayed.
- [5] The favorable variance of \$1.7 million in Administrative Operating Expenses was a result of the continued impacts of COVID 19, such as changes to the format of scheduled meetings/events, travel savings, and salary savings due to delays in hiring.

As of June 30, 2021								
Asset Class	Market Value	Current Allocation (%)	Current Month	Calendar YTD	Fiscal YTD	Annualized S.I.	Inception Date	
Total Assets (Net of Fees)	\$439,958,861	-	0.9%	10.5%	30.0%	5.5%	6/30/2000	
Main Investment Portfolio (Net of Fees)	\$393,544,052	100.0%	1.0%	10.9%	31.2%	5.8%	6/30/2000	
Public & Private Equity	\$312,126,461	79.3%	1.2%	13.0%	39.9%	6.1%	6/30/2000	
Public Equity	\$260,274,849	66.1%	1.4%	13.0%	39.1%	5.4%	6/30/2000	
Private Equity	\$51,851,612	13.2%	-0.1%	13.0%	42.9%	12.0%	11/15/2005	
Real Assets	\$17,555,246	4.5%	-0.1%	7.7%	17.7%	1.0%	1/31/2008	
Hedge Funds & Other Diversifying Investments	\$22,317,682	5.7%	1.1%	7.5%	21.0%	5.0%	3/31/2002	
High Quality Bonds and Cash	\$41,544,663	10.6%	0.3%	-0.5%	-0.7%	5.1%	6/30/2000	
Total								

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THE FLORIDA INTERNATIONAL UNIVERSITY

BOARD OF TRUSTEES

Finance and Facilities Committee

September 14, 2021

SAFETY AND ENVIRONMENTAL COMPLIANCE REPORT AS OF AUGUST 09, 2021

Report *(For Information Only – no action required)*

There are no issues to report in this quarter

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee

September 14, 2021

TREASURY REPORT (For quarter ending June 30, 2021)

Report (For Information Only – no action required)

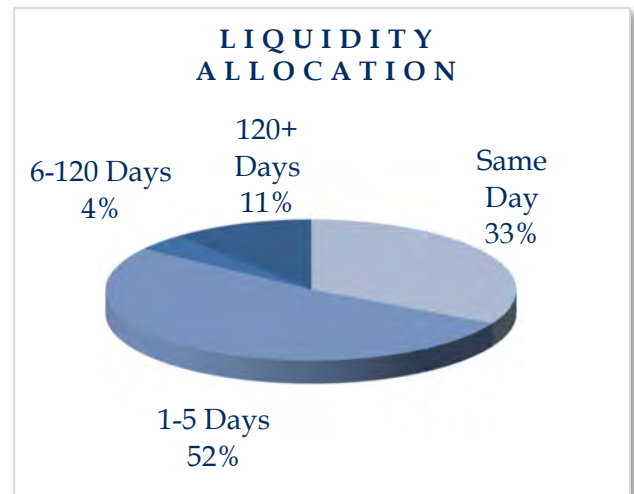
OVERVIEW

The University's total liquidity position of \$482.6 million was 2.6 times the University's debt position of \$187.5 million at the end of FY 2021 4Q. Including direct support organizations ("DSOs"), for a total debt of \$212.9 million, the liquidity to total debt ratio was 2.3 times. These results are lower compared to the end of FY 2020 4Q, where the liquidity to University debt and the liquidity to total debt ratios were 3.2 times and 2.6 times, respectively. The lower results are due to the issuance of \$71.8M for the 2020A Housing Bonds

LIQUIDITY

Real Days Payable

At the end of FY 2021 4Q, \$409.8 million, or 84.9 percent, of the liquidity position was accessible within 5 business days (see *Liquidity Allocation* chart for detail). This compares to \$356.3 million, or 85.1 percent at the end of the same period in the prior year. At the end of FYTD 2021 4Q, the University had 83 real days payable ("RDP") versus 77 RDP at the end of FYTD 2020 4Q. The increase in RDP was due to the solid performance of the portfolio over the trailing 1-year period and the increase in net cash flows.



Sources

The University started the fiscal year with \$195.4 million in cash balances². Total FYTD 2021 4Q inflows (state and operational) were \$1,318.0 million as compared to \$1,268.3 Million for FYTD 2020 4Q. On average, \$5.0 million flowed into the University each business day in FYTD 2021 4Q and \$4.8 million in FYTD 2020 4Q.

¹ Real Days Payable represents the available balance of liquid funds divided by the average cash outflows of the University. The calculation uses the available balance in the University's bank accounts plus the market value of investments that are accessible within 5 business days as its balance of liquid funds.

² Cash includes Working Capital Pool assets and cash balances in the concentration bank account.

Uses

FYTD 2021 4Q, the University used \$1,293.1 million as compared to \$1,242.0 million in the same period last fiscal year. The FYTD 2021 4Q velocity cash outflow was \$5.0 million per day and \$4.7 million in FYTD 2020 4Q. The University ended FY 2021 4Q with \$220.3 million in cash balances.

Stress Tests/Performance Simulations

The University Office of the Treasurer ("Treasury") analyzes the effect of negative market performance on its liquidity position through both value-at-risk (VAR) analysis and Monte Carlo simulation analyses.

VAR analysis, completed quarterly, estimates the maximum potential loss during a specific time period at a given level of confidence. VAR uses the historical behavior of each asset class over various time horizons (five years, ten years, full history). Our VAR analysis predicts that there is a five percent probability that the portfolio (as of the FYTD 2021 4Q ending balance) could have unrealized losses of up to \$15.8 million and one percent probability of up to \$27.4 million of unrealized losses within a twelve-month period.

The University conducts monthly performance simulations of the portfolio under various market scenarios. At the end of FY 2021 4Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a \$4.7 million (1.0 percent) unrealized gain. Liquidity, as measured by 5-day accessibility, would decrease to 74.5 percent, or \$366.7 million, of the total available cash and investment balances. RDP would fall to 74 days based on current fiscal year outflows.

A 25 percent decline in the equity markets would result in a -\$10.6 million (-2.3 percent) unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease slightly to \$407.8 million or 88.4 percent of the total available cash and investment balances. RDP would drop slightly to 82 days based on fiscal year outflows in this stress scenario.

Bottom decile of overall portfolio performance would result in a -\$8.9 million (-1.9 percent) unrealized loss. Liquidity, as measured by 5-day accessibility would drop to \$358.9 million or 77.2 percent of the total available balances. Furthermore, RDP would drop to 72 days.

1980 Stagflation scenario with inflation of 14 percent and GDP shrinkage of -1.5 percent would result in a -\$15.5 million (-3.4 percent) unrealized loss. Liquidity, as measured by 5-days accessibility, would drop to \$351.0 million or 77.7 percent. RDP would drop to 71 days.

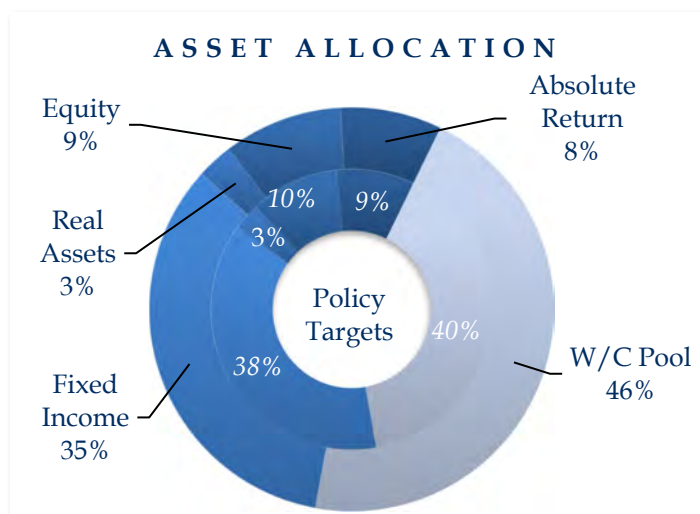
Forecast and Budget

Actual balances at the end of FY 2021 4Q were 6.1 percent higher than the rolling forecast, 23.1 percent higher than the budget, and 11.9 percent higher than prior year. For the next quarter, the University should experience an increase in net cash flow as the Fall tuition payments are received.

INVESTMENTS

Composition

Asset allocations at the end of FY 2021 4Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).

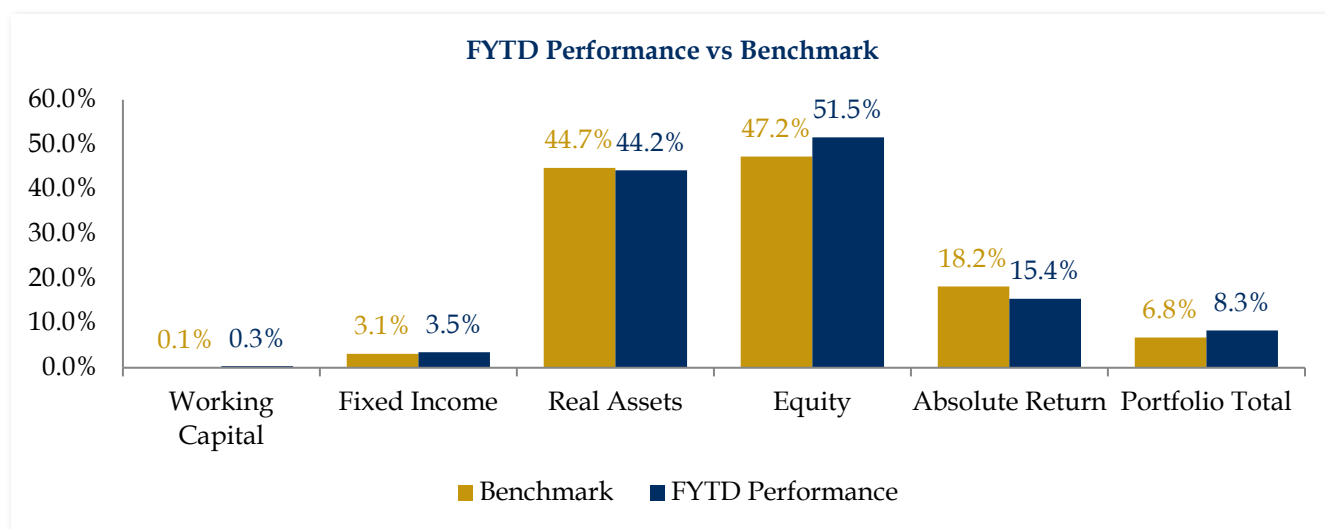


At the end of FY 2021 4Q, the market value of the University's operating funds portfolio and cash was \$482.6 million. This balance reflects an increase of \$40.5 million or 9.2 percent, from the previous quarter. The increase mostly reflects the quarter-to-quarter seasonal increase in net cash flows. The total portfolio market value was \$51.2 million or 11.9 percent higher, than the market value at the end of FY 2020 4Q. The increase was due to solid investment performance in the trailing 1 year period and positive cash flows.

Performance

FIU's operating portfolio continues to outperform the State Treasury investment pool ("SPIA"), returning 4.4 percent since inception versus the SPIA's 2.5 percent for the same period. At the end of FYTD 2021 4Q, the portfolio returned 8.3 percent. This compares favorably to a 4.2 percent return at the end of FYTD 2020 4Q. The Strategic Capital and Reserve Pools returned 14.0 percent while the Working Capital Pool gained 0.3 percent. Returns from the SPIA totaled 1.8 percent at the end of FYTD 2021 4Q (see *FY Performance vs. Benchmarks* chart for additional performance detail by asset class).

The Working Capital Pool and the Strategic and Reserve Pools were each higher than their respective benchmarks. All asset classes were either higher or in line with their benchmarks with the exception of the Absolute Return position. The Equity asset class significantly outperformed in real and nominal terms. The outperformance was due to the portfolio's investments in the private markets and small cap equities.



DEBT

Total Outstanding

The University and DSOs ended FY 2021 4Q with \$212.9 million in outstanding debt versus \$163.4 million at the end of FY 2020 4Q. The weighted average interest rate for the University and DSO issuances was 3.8 percent versus 4.2 percent in the same period last year. The increase in outstanding debt was due to the issuance of \$71.8 million for the Parkview II housing project.

Bond Refunding

The University and the Athletics Finance Corporation (AFC), has refunded/modified all eligible outstanding bond series. The refundings/modification are projected to save the University and AFC \$27.5 million in interest expense over the term of the issuances. As of June 30, 2021, \$5.4 million of interest savings have been realized from the refunding/modification activities. The University and AFC saved \$0.9 million in interest expense in Fiscal Year 2021. The University expects to save \$1.0 million in FY 2022 and \$7.7 million over the next 5 years.

OVERVIEW

Liquidity/University Debt	2.57
Liquidity/Total Debt	2.27

Liquidity Position

Cash + W/C Pool	\$ 220,332
Strategic + Reserve Pools	262,312
Total	\$ 482,644

Debt Position

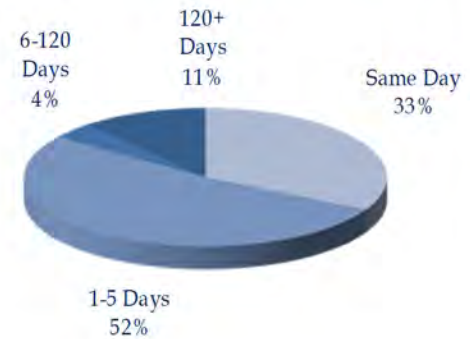
University Debt	\$ 187,545
DSO Debt	25,390
Total	\$ 212,935

LIQUIDITY
Availability

Same Day	\$ 158,194
1-5 Days	251,575
6-120 Days	19,092
120+ Days	53,784
Total	\$ 482,644

Real Days Payable (<5 Days)

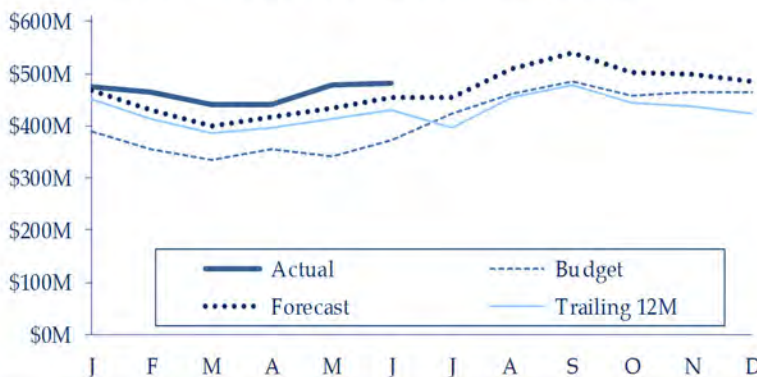
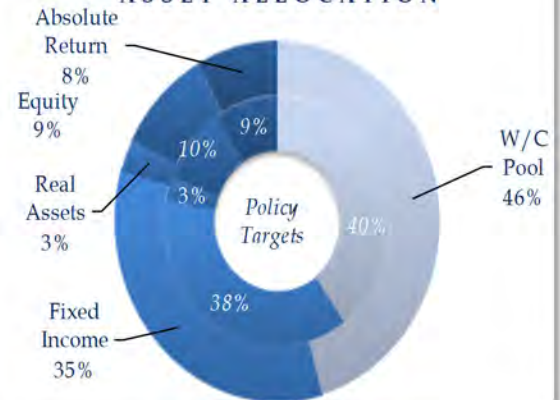
MTD Outflows	82
QTD Outflows	72
YTD Outflows	83

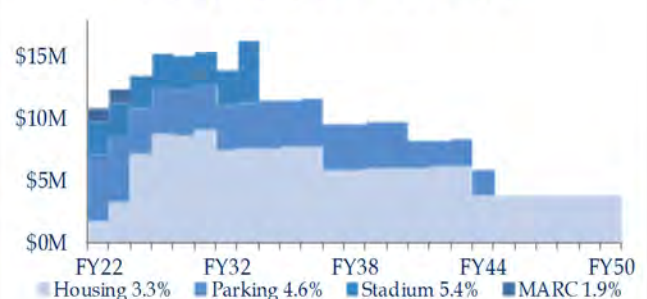
LIQUIDITY ALLOCATION

LIQUIDITY SOURCES AND USES

Sources*	MTD	QTD	YTD
Opening W/C Pool Balance	\$ 153,879	\$ 108,696	\$ 194,919
Opening Cash Balance	\$ 63,986	\$ 78,914	516
From State	31,241	123,570	401,324
From Operations	80,579	279,744	916,683
Uses	MTD	QTD	YTD
To Payroll	(51,460)	(159,775)	(677,608)
To Operations	(48,007)	(151,591)	(361,586)
To Students	(9,886)	(59,227)	(253,916)
Cash + W/C Pool	\$ 220,332	\$ 220,332	\$ 220,332

INVESTMENTS

Cash + W/C Pool	Balance	FYTD	Last 1Y
W/C Pool	\$ 150,855	0.3%	0.3%
Cash	69,476	0.0%	0.0%
Strategic + Reserve Pools			
Fixed Income	163,408	3.5%	3.5%
Real Assets	13,844	44.2%	44.2%
Equity	45,977	51.5%	51.5%
Absolute Return	39,083	15.4%	15.4%
Total	\$ 482,644	14.0%	14.0%

CASH + INVESTMENTS FORECAST

ASSET ALLOCATION

DEBT
OUTSTANDING DEBT

ANNUAL DEBT SERVICE


<u>OPERATING FUNDS</u>	<u>MARKET VALUE¹</u>	<u>BOOK VALUE</u>	<u>INCOME EARNED²</u>
<u>Working Capital³</u>	\$220.3M	\$220.6M	\$0.8M
Fixed Income	\$163.4M	\$148.5M	\$2.6M
Equity	\$46.0M	\$31.0M	\$0.3M
Real Assets	\$13.8M	\$17.7M	\$0.0M
Absolute Return	\$39.1M	\$23.7M	\$0.0M
<u>Total Strategic/Reserve</u>	\$262.3M	\$220.9M	\$2.9M
<u>Total Operating Funds</u>	\$482.6M	\$441.5M	\$3.7M

¹ Excludes Dividend/Interest Receivable

² Investment Income Earnings - Dividends and Interest

³ Includes Bank Cash

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BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2021

Subject: Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from May 8, 2021, through July 28, 2021.

Report *(for informational purposes only – no Committee action is needed)*

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 21	PO Amount FY 22 (YTD)
0000214197	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services.	PO #0000214197	GOOGLE LLC	FIU Online Web Based Courses/ For Google to advertise online graduate and undergraduate programs via Google AdWords	6/30/2021	989,000.00	
0000227827	BOT and BOG Approval	Sublease Agreement between the District Board of Trustees of Broward College, Florida, and Florida International University Board of Trustees	MACQ-FLORIDA I LLC	FIU at I-75 / Blanket PO for yearly lease payment for FIU at I-75	Sublease Agreement Fully Executed on 8/6/13 Year 8		977,531.50
0000229398	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services.	PO #00000229398	GOOGLE LLC	FIU Online Web Based Courses/ Google-graduate and undergraduate advertising for FY 22	6/30/2022		950,000.00
0000227828	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services.	PO #0000227828	FACEBOOK INC	COB Chapman Graduate School/ Ads on Facebook to promote COB graduate programs for the period of 7/1/2021 to 6/30/2022	6/30/2022		896,400.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 21	PO Amount FY 22 (YTD)
0000228023	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services.	PO #0000228023	GOOGLE LLC	COB Chapman Graduate School / Google Ads to promote COB Grad School programs from 07-01-2021 until 06-30-2022	6/30/2022		871,375.00
0000213970	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale	Piggyback Agreement St Johns County Schools Bid# 2019-03	SMILEYS AUDIO VISUAL INC	IT Business Services Office / BPO for (Smiley's) for the Computer Store	6/30/2021	864,000.00	
0000227667	Exception under BOG Regulation 18.001(6)(d)(17) - Purchases from an Annual Certification List developed by each University. This acquisition is made in accordance with the conditions detailed in Annual Certification for sole source purchases. Category 5	Piggyback Agreement No. Mythics Region 4 ESC (National IPA) Contract #R190801 PUR #04023	MYTHICS INC	IT PantherSoft / B88206 Oracle PaaS and IaaS Universal Credits	7/14/2022		850,000.00
0000224124	Exception under BOG Regulation 18.001(6)(d)(17) - Purchases from an Annual Certification List developed by each University. This acquisition is made in accordance with the conditions detailed in Annual Certification for sole source purchases. Category 5	PUR #04065	CBORD GROUP INC	Facilities Construction/ CONS - All necessary hardware/software per quote Q93150 for Parkview Housing PH II and project management, implementation, and installation of card access system	12/31/2023	795,477.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 21	PO Amount FY 22 (YTD)
0000228628	Florida State University ITN # 5774-4	Learning Management System Service Provider Piggyback Agreement PUR#00631 Amendment 1	INSTRUCTURE INC	IT Business Services Office/ Canvas FTE Subscription; support	6/30/2023		770,345.00
0000228040	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale	Piggyback Agreement No. St Johns County Schools Bid# # 2021-05	SMILEYS AUDIO VISUAL INC	IT Business Services Office / Blanket Purchase Order for (Smiley's) for the Computer Store.	6/30/2022		700,000.00
0000228038	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale	PO #0000228038	THE DOUGLAS STEWART COMPANY INC	IT Business Services Office / Blanket Purchase Order for (The Douglas Stewart) for the Computer Store.	6/30/2022		700,000.00
0000227364	Owner Direct Purchase of Light Fixture Package. Per FIU-2201, Purchasing Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchase program are not subject to any further competitive solicitation.	CM Contract # C398	MERCEDES ELECTRIC SUPPLY INC	Facilities Construction / CONS - ODP of lighting fixtures for the SIPA II project. BT 887	6/13/2022	681,039.08	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 21	PO Amount FY 22 (YTD)
0000227668	Exception under BOG Regulation 18.001(6)(d)(17) - Purchases from an Annual Certification List developed by each University. This acquisition is made in accordance with the conditions detailed in Annual Certification for sole source purchases. Category 5	PUR #04099	ORACLE AMERICA INC	IT PantherSoft / Oracle Application Support SR# 6593102	8/31/2021		648,380.94
0000214225	RFP23-006-Small Trades	PO #0000214225	EDD HELMS GROUP INC	Heating AC and Vent Energy Mgmt/ Subaward with Georgia Tech for Project 800009491	6/30/2021	600,000.00	
0000191909	Approval was obtained when entering into the subaward.	Subaward with Georgia Tech for Project 800009491-01 UG	GEORGIA TECH RESEARCH CORPORATION	Elec and Computer Eng/ Subaward No: 800009491 - 01/0000	3/31/2023	600,000.00	
0000213765	Exception under BOG Regulation 18.001(6)(d)(17) - Purchases from an Annual Certification List developed by each University. This acquisition is made in accordance with the conditions detailed in Annual Certification for sole source purchases. Category 5	PUR #03185	MYTHICS INC	IT PantherSoft / Oracle PaaS and IaaS Universal Credits B88206	07/14/2021	572,693.75	
0000228505	University of Florida ITN15NH-105	Piggyback agreement C00000746	FISHER SCIENTIFIC COMPANY LLC	Ctr for Translational Science/Multiple PO line for lab equipment	2/12/2022		557,923.84

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 21	PO Amount FY 22 (YTD)
0000228165	ITN-2020-00030	Chiller Plant Services PUR #03744	CARRIER CORPORATION	Ctr for Translational Science / Blanket PO for Maintenance Services and Repairs for University Chillers equipment for BBC, MMC and EC.	3/31/2024		549,220.00
0000228004	Exception under BOG Regulation 18.001(6)(d)(17) - Purchases from an Annual Certification List developed by each University. This acquisition is made in accordance with the conditions detailed in Annual Certification for sole source purchases. Category 5 RFP #683385	Computer Equipment and Related Hardware, Software, Services and Support Piggyback Contract PUR #02645	COMPUTER DISCOUNT WAREHOUSE - CDW	IT Network Services / Cisco Smartnet Support	7/31/2022		535,897.76
0000228376	RFP#16-16 Master Agreement E & I CNR01439	Elevator Equipment, Service, Repair and Related Services Piggyback Contract PUR #01352	THYSSENKRUPP ELEVATOR CORPORATION	Life Safety and Utility System / BPO to provide all labor and materials for monthly repair and maintenance services for all E&G elevators as outlined in the attached year 4 of 5 for contract # PUR-01352 for FY 2021-2022; elevators included are located at MMC, BBC, EC and Wilsonian.	6/30/2023		523,346.40
0000227607	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale	Master Lease Agreement No. 7988611 PER CONTRACT # C00001625	APPLE INC	IT Business Services Office / Blanket Purchase Order for (Apple) for the Computer Store.	6/30/2022		500,000.00



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2021

Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 from May 8, 2021, through July 28, 2021

Report *(for informational purposes only – no Committee action is needed)*

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 21	PO Amount FY 22 (YTD)
0000228450	ITN 01-002	Office Lease Between The Florida International University Board of Trustees as Tenant and TWJ 1101 LLC as Landlord PO #0000228450	TWJ 1101 LLC	COB Deans Office / COB Chapman Graduate School/ Multiple line PO for Brickell Rent	2/20/2022		1,846,800.86
0000214176	ITN 45-004	Fleet Services PUR03771	FIRST VEHICLE SERVICES INC	Business Services / Fleet Repair & Maintenance FY 2020-21	9/15/2021	1,150,000.00	



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
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September 14, 2021

CASACUBA BUILDING UPDATE AS OF JULY 30, 2021

FUNDRAISING FOR NEW CASACUBA FACILITY

DONOR	PLEDGES	CASH
National Endowment for the Humanities*	\$ 750,000	\$ 750,000
Knight Foundation	\$ 2,000,000	\$ 800,000
Other Donors	\$ 7,927,948	\$ 4,035,690
Planned Gifts	\$ 1,068,000	\$ 7,200
TOTAL	\$ 11,745,948	\$ 5,592,890

**As a Federal agency award, this is a cost-reimbursement grant; the full amount has been obligated.*

Highlights since last report: Approximately \$3.3 million in cash was received since the last report on CasaCuba. Verbal commitments for gifts totaling \$1,000,000 were made this summer with the related gift agreements in process. These additional contributions are not reflected in the totals above.

FACILITIES UPDATE

- Facility Program Document approved June 14, 2019
- Architect/Engineer Selection Committee approved July 30, 2019
- Advertisement for Architect/Engineer was posted December 17, 2019
- Eligible Architect/Engineer Qualifications Submittals (15) received January 31, 2020
- Architect/Engineer Selection Committee conducted shortlist meeting April 13, 2020
- Architect/Engineer interviews/presentations with shortlisted firms (5) were conducted June 1, 2020 and the architectural firm René González Architects (RGA) was recommended to the President
- The agreement with René González & Associates was executed on October 5, 2020 and program verification was completed on November 5, 2020
- Conceptual schemes were presented by the architect to the project team on December 17, 2020 and revised concept was approved by the President on April 2, 2021

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