



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

FIU, Modesto A. Maidique Campus, Tamiami Hall, Multipurpose Room

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

**Thursday, September 14, 2023
8:30 AM**

or

Upon Adjournment of Previous Meeting

Chair: Carlos A. Duart

Members: Cesar L. Alvarez, Dean C. Colson, Natasha Lowell, Marc D. Sarnoff, Roger Tovar

AGENDA

- | | |
|---|------------------------|
| 1. Call to Order and Chair's Remarks | Carlos A. Duart |
| 2. Approval of Minutes | Carlos A. Duart |
| 3. Action Items | |
| FF1. Approval of 2023-24 Education and General Carryforward Spending Plan, Fixed Capital Outlay Budget, and Related Certification | Aime Martinez |
| FF2. Approval of Self-supporting and Market Tuition Rate College-Credit Programs Annual Report for 2021-22 and 2022-23 | Elizabeth M. Bejar |
| FF3. FIU National Forensic Science Technology Center (NFSTC) Lease Amendment #4 | Aime Martinez |
| FF4. Bell Chapel Funding Plan | Aime Martinez |
| FF5. Finance and Facilities Committee Charter | Carlos B. Castillo |
| FF6. Approval of Contract greater than or equal to \$3,000,000:
<i>Renewal of PUR-03304 with KFORCE Inc for Application Support Specialist</i> | Aime Martinez |

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

FF7. Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:

Aime Martinez

1. *Change Orders for PO 261177 with Google and PO 261174 with Meta (parent company of Facebook and Instagram),*
2. *HighPoint Technology Solutions, Inc. for bolt on software modules for PantherSoft Student Information System*
3. *Independent Contractor Agreement with the vendor Logistics Management Group, Inc., and approval of the purchase orders that may be issued under this Agreement*

4. Discussion Item (*No Action Required*)

4.1 Financial Performance Review, FY 2022-23

Aime Martinez

5. Reports (*For Information Only*)

5.1 Athletics

J. Scott Carr

5.2 Business Services

Roger Clegg

5.3 Emergency Management

Amy B. Aiken

5.4 Facilities and Construction

John Cal

5.5 Safety and Environmental Compliance

Amy B. Aiken

5.6 Treasury

Benjamin Jarrell

5.7 Procurement

Crystal Herrera

5.8 CasaCuba Building

**Lydia Betancourt
Space**

5.9 Foundation

Marcel L. Navarro

5.10 Florida International University Annual Bonus Plan Report

El pagnier K. Hudson

6. New Business (*If Any*)

Carlos A. Duarte

7. Concluding Remarks and Adjournment

Carlos A. Duarte

Meeting Book - September 14, 2023 - FIU Board of Trustees Finance and Facilities Committee Meeting

1. Call to Order and Chair's Remarks Carlos A. Duarte

2. Approval of Minutes Carlos A. Duarte

Agenda Item page_Minutes.pdf	4
Minutes: Finance and Facilities Committee Meeting, June 15, 2023	5

3. Action Items

FF1. Approval of 2023-24 Education and General Carryforward Spending Plan, Fixed Capital Outlay Budget, and Related Certification Aime Martinez

Agenda Item Page Carryforward	12
University and HWCOM Carryforward Spending Plans	15
University Fixed Capital Outlay Budget	28
State University System of Florida Board of Governors 2023-24 Fixed Capital, Operating & Carryforward Budget Certification	31
Florida Statute 1011.45	32
BOG Regulation 9.007, State University Operating Budgets and Requests	33
BOG Regulation 14.003, Fixed Capital Outlay Projects—University Budgeting Procedures	39
Funding Certification Form	42

FF2. Approval of Self-supporting and Market Tuition Rate College-Credit Programs Annual Report for 2021-22 and 2022-23 Elizabeth M. Bejar

Agenda Item page_Self Supporting_Market Tuition_Annual_Report.pdf	43
Self-supporting and Market Tuition Rate College-Credit Programs Annual Report for 2021-22	45
Self-supporting and Market Tuition Rate College-Credit Programs Annual Report for 2022-23	49
BOG Regulation 8.002, Self-supporting and Market Tuition Rate Program and Course Offerings	53

FF3. FIU National Forensic Science Technology Center (NFSTC) Lease Amendment #4 Aime Martinez

Agenda Item page I NFSTC Lease	59
NFSTC Fourth Lease Amendment	61
Funding Certification Form	65

FF4. Bell Chapel Funding Plan Aime Martinez

Agenda Item Page I Bell Chapel Funding Plan	66
Cost Projection I Trish & Dan Bell Chapel and East Loop Road Realignment	69
Trish and Dan Bell Chapel Final Construction Budget	70

FF5. Finance and Facilities Committee Charter
Carlos B. Castillo

Agenda Item page_FF Charter (redline 09-04-23).pdf	71
Charter_Finance and Facilities Committee_Redline.pdf	72

FF6. Approval of Contract greater than or equal to \$3,000,000:
Renewal of Contract PUR-03304 with KFORCE Inc for
Application Support Specialist ITN-2019-00020
Aime Martinez

Agenda Item page_Approval of Contract_Over \$3M_mb.pdf	77
Contract Summary Sheet I Master Contract PUR-03304	78
First Renewal of Master Contract PUR-03304	81
Funding Certification Form	85

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

FF7. Approval of Contracts greater than or equal to \$1,000,000
and less than \$3,000,000
Aime Martinez

Agenda Item page_Approval of Contracts_Under \$3M_IC_mb.pdf	86
Funding Certification Form I Meta	89
Contract PUR-07120 with HighPoint Technology Solutions, Inc	90
Funding Certification Form I HighPoint	104
Independent Contractor Agreement, Vendor: Logistics Management Group, Inc.	105
Funding Certification Form I Logistics Management Group	116

4. Discussion Item (No Action Required)

4.1 Financial Performance Review, FY 2022-23
Aime Martinez

FinancialPerformanceReview_FY2023_Q4_v1.pdf	117
---	-----

5. Reports (For Information Only)

5.1 Athletics
J. Scott Carr

Athletics Report	123
------------------	-----

5.2 Business Services
Roger Clegg

OBS BOT Update FY 22-23 Q4 V4_RC_IC_final-mb.pdf	124
--	-----

5.3 Emergency Management
Amy B. Aiken

Emergency Management	132
----------------------	-----

5.4 Facilities and Construction
John Cal

Facilities and Construction Update	133
------------------------------------	-----

New Minor Projects over \$500,000 established 5/1/2023 through 7/31/2023	140
---	-----

Change Orders over \$50K 5/1/2023 through 7/31/2023	141
---	-----

5.5 Safety and Environmental Compliance
Amy B. Aiken

Safety Environmental Compliance Report	142
5.6 Treasury Benjamin Jarrell	
Treasury Report	143
5.7 Procurement Crystal Herrera	
Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from May 9, 2023 through July 31, 2023	148
Quarterly report of the purchasing transactions greater than \$1,000,000 from May 9, 2023 through July 31, 2023	155
Gallagher Student Health Additional Approval Request Background	158
Quarterly report of the purchasing transactions greater than \$1M for F&A funds and Direct purchases from sponsored research projects from May 9, 2023 through July 31, 2023	159
Research Funding Certification Form	160
5.8 CasaCuba Building Lydia Betancourt Space	
CasaCuba Building Update Report 8.14.23_Final.pdf	161
5.9 Foundation Marcel L. Navarro	
Foundation Report	162
5.10 Florida International University Annual Bonus Plan Report El pagnier K. Hudson	
Bonus Plan Report for SEPT2023 MEETING_EK_IC wo tracked changes.pdf	165
Bonus Plan Certification Form	172
<hr/>	
6. New Business (If Any) Carlos A. Duart	
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7. Concluding Remarks and Adjournment Carlos A. Duart	

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2023

Subject: Approval of Minutes of Meeting held June 15, 2023

Proposed Committee Action:

Approval of Minutes of the Finance and Facilities Committee meeting held on June 15, 2023.

Background Information:

Committee members will review and approve the Minutes of the Finance and Facilities Committee meeting held on June 15, 2023.

Supporting Documentation: Minutes: Finance and Facilities Committee Meeting, June 15, 2023

Facilitator/Presenter: Carlos A. Duarte, *Chair, Finance and Facilities Committee*



Finance and Facilities Committee

June 15, 2023

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and Zoom

MINUTES

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Finance and Facilities Committee meeting was called to order by Committee Chair Roger Tovar at 10:03 AM on Thursday, June 15, 2023.

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 Chair and Board Vice Chair*; Cesar L. Alvarez (*Zoom*); Deanne Butchey; Dean C. Colson, *Board Chair*; Natasha Lowell; Chanel T. Rowe (*Zoom*); and Marc D. Sarnoff.

Committee Vice Chair Jose J. Armas was excused.

Trustees Carlos A. Duart (*Zoom*), Francis A. Hondal, Gene Prescott, and Trustee Alexander P. Sutton and University President Kenneth A. Jessell also were in attendance.

Committee Chair Tovar welcomed all Trustees and members of the University administration. He also welcomed the University community and general public accessing the meeting via the University's webcast. Committee Chair Tovar also welcomed FIU Foundation Inc. Board of Directors member and Treasurer elect, Mr. Marcel L. Navarro.

2. Approval of Minutes

Committee Chair Tovar asked if there were any additions or corrections to the minutes of the Finance and Facilities Committee meeting held on February 23, 2023. Hearing none, a motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meeting held on February 23, 2023.

3. Action Items

FF1. Proposed 2023-24 University and DSO Operating Budgets

Senior Vice President for Finance and Administration and Chief Financial Officer Aime Martinez presented for Committee review the University and Direct Support Organizations (DSO) Operating Budgets, totaling \$1.7B. She presented an overview of the 13 budgetary components. She commented on legislative highlights, primarily that FIU was the recipient of \$35M in operational support and that, of said funding, \$25M is recurring and \$10M are one-time funds. She added that the operational support will fund student success initiatives, retention and recruitment, and operational needs such as utilities, support services, technologies for operational innovation and service improvement. Sr. VP and CFO Martinez pointed out that the state increased its budget of

\$350M for State University System of Florida (SUS) performance funding by \$85M. She added that FIU ranked #1 in the Performance Funding Model with a top score of 95 points and that FIU's allocation of said increase totaled \$6.6M, which will be in addition to the University's \$32.9M performance-based funding allocation. She noted that the legislature also approved \$100M of non-recurring, performance-based funds for the recruitment and retention of faculty. She further stated that FIU's share of said funding is \$17.5M.

In response to Committee Chair Tovar's inquiry, Provost and Executive Vice President Elizabeth M. Bejar stated that enrollment for the fall is projected to be either flat or slightly higher and in certain categories significantly higher to offset losses in graduate and transfer programs. University President Kenneth A. Jessell added that Associate of Arts Degree (AA) transfer enrollments have dropped considerably over the past five (5) years and FIU is anticipating a decline in AA transfers. He indicated that FIU represents 21% of the AA transfer students in the SUS. Committee Chair Tovar urged that the administration continue to engage and foster the relationships with the AA institutions, particularly Miami Dade College.

In terms of changes over the prior year, Sr. VP and CFO Martinez commented on the \$1.3M reduction to the Nursing Education Pipeline and legislative adjustments. She added that the \$600,000 reduction in tuition was being offset by tuition revenues of \$2.4M from the International Dual Degree Program. She remarked that the University's Education and General (E&G) and Herbert Wertheim College of Medicine's (HWCOC) carryforward balances, less the 7% statutory requirement are estimated at \$29M and \$19M, respectively. Sr. VP and CFO Martinez commented on auxiliary enterprises, which are self-supporting operations and include academic programs, housing, and parking. She noted that a \$5.8M decline in revenues is being projected and an increase in expenses of \$12.3M, resulting in a net change over the prior year's net operating income of \$18M. Sr. VP and CFO Martinez pointed out that the decline in revenues is largely attributed to the decline in market rate and self-supporting programs and distance learning fees. She noted that the outlook for fiscal year 2024-25 estimated budgets for parking and housing are also included to satisfy revised Florida Board of Governors (BOG) Regulation.

Sr. VP and CFO Martinez indicated that approximately 38,400 students will receive financial aid including 20,048 Pell recipients. She added that approximately 10,092 Pell students will be eligible for the maximum award of \$7,395, which is an increase of \$500 from the prior year. In terms of contracts and grants, she pointed out that the University received a no-cost extension for Higher Education Emergency Relief Fund (HEERF) through June 30, 2024, which includes \$5M in this year's budget to complete air quality improvements. Sr. VP and CFO Martinez mentioned that some funds have planned expenditures in excess of revenues, such as Intercollegiate Athletics, Activity and Service, and Technology Fee, which will be covered by available accumulated balances in the respective funds. She stated that the FIU Foundation, Inc. is the largest of the University's DSOs and has operating revenues comprised of \$34.7M with projected investment returns of 6% or \$23M and other revenues from leases and other activities of \$1.3M. Sr. VP and CFO Martinez remarked that the University's investment portfolio is projected to generate \$15.6M in investment returns, net of fees.

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 Martinez indicated that expenditures are projected at \$17M, of which \$5.1M will be reimbursed by the FIU Foundation, Inc. She added that said expenditures will support approximately 139.2 full time equivalent (FTE) personnel and approximately 15,316 square feet of space, valued at \$414K, are utilized. She noted that the University will provide \$4.1M, an increase of \$2.6M over the prior year, in personnel and other expense support and reestablish the incremental funding that the University has provided for the past several years to continue fundraising efforts.

Trustee Chanel T. Rowe congratulated Sr. VP and CFO Martinez. Trustee Rowe thanked the state's legislature for its support of FIU and also acknowledged the students who traveled to Tallahassee with the FIU delegation. She commended the \$5M allocation towards the clinical facility and the funds for recruitment and retention incentives.

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 2023-24 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.

FF2. Proposed 2023-24 Fixed Capital Outlay Budget/Capital Improvement

Sr. VP and CFO Martinez presented for Committee review the proposed 2023-24 Fixed Capital Outlay Budget/Capital Improvement. She indicated that FIU's request for 2023-24 Public Education Capital Outlay Projects (PECO) projects totaled \$31,150,000 for Engineering Building Phase II, \$15.1M; Honors College, \$11M; and HWCAM Academic Health Sciences (AHC) Clinical Facility, \$5M. She added that the \$5M request for the HWCAM AHC Clinical Facility is for the architect and design phase of the project. She pointed out that the University's request for Capital Improvement projects totaled \$5,994,404 for the wellness and recreation field support building, \$1,494,404; aquatic center, \$2M; and the soccer and track stadium, \$2.5M.

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 2023-24 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 2024-25 Fixed Capital Outlay Legislative Budget Request Consisting of the five-year Capital Improvement Plan

Sr. VP and CFO Martinez presented for Committee review FIU's 2024-25 Fixed Capital Outlay Legislative Budget Request consisting of the five-year Capital Improvement Plan. She indicated that FIU's top two (2) priorities for PECO-eligible requests included \$20M for the Honors College and \$27M for the Science Laboratory Complex. She commented on other PECO-eligible requests which included \$14.5M for the Academic Health Center Study Complex and \$16,650,000 for the renovation of the Duexieme Maison (DM) building. Sr. VP and CFO Martinez provided an overview of FIU's Capital Improvement Trust Fund (CITF) project requests, which totaled \$6.8M

and included \$6.3M for the Graham University Center expansion and \$.5M for the aquatic center. She commented on the back of bill requests, which included \$150M for the HWCOM academic health sciences clinical partnership, \$135M for student housing, and \$135M for workforce housing.

In response to Committee Chair Tovar's inquiry regarding the vision and timing of student and workforce housing, President Jessell commented on the hiring of a consultant to analyze student demand as on-campus housing is critical in helping to ensure student success. President Jessell added that workforce housing may be a public/private partnership and that the University may need to engage an expert in the area. Chair Tovar inquired as to the possibility of engaging with Miami-Dade County Mayor Daniella Levine Cava regarding a partnership to provide affordable workforce housing.

Provost Bejar indicated that the University's student housing occupancy rate at the Modesto A. Maidique campus is 99% with 1,439 upper class students and 163 freshmen on a waiting list. She added that the Bayview complex at the Biscayne Bay Campus is at 95% capacity. She noted that off-campus housing is at 100% occupancy with additional off-campus housing under construction that is already at 68% pre-lease for the fall semester. Committee Chair Tovar commented that, when appropriate, the University should be poised to move forward to address student housing needs.

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 2024-25 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. Renewal of Lease Agreement with Iskalo Asset Fund LLC for Location at 4600 Main Street, Snyder, New York

Committee Chair Tovar asked if Committee members required explanation or discussion on the renewal of the lease agreement with Iskalo Asset Fund LLC for the location at 4600 Main Street, Snyder, New York. There were no questions or comments from the Committee members.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve (1) the renewal of a lease agreement for a location for FIU at 4600 Main Street, Snyder, New York; (2) the delegation of authority to the University President, or designee, to negotiate the First Amendment to Lease Agreement; and (3) the delegation of authority to the University President, or designee, to execute the First Amendment to Lease Agreement on behalf of the University and all other documents that may be necessary to effectuate the transactions contemplated therein.

FF5. Approval of Contracts greater than or equal to \$3,000,000:

- 1) *Apple Goods and Services Resale Exemption with D&H Distributing*
- 2) *Blanket Purchase Order for Smiley Audio Visual*
- 3) *Contract PUR-06870 Academic HealthPlans, Inc.*

Committee Chair Tovar indicated that the approval of contracts greater than or equal to \$3M, included the contract with Apple Goods and Services for purchases for resale by FIU Panther Tech, blanket purchase order with Smiley Audio Visual, and contract with Academic HealthPlans, Inc. for student health insurance. He asked if Committee members required explanation or discussion. There were no questions or comments from the Committee members.

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 FIU Board of Trustees (1) approve, as listed and described in the Board materials, the University entering into the contracts and purchase orders and/or change orders to the purchase orders and (2) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts and/or purchase orders.

Committee Chair Tovar pointed out that Board of Trustees members are thoroughly briefed in anticipation of every Board meeting.

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

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

- *Renewal PUR-03390 with Air Planning, LLC*
- *Independent Contractor Agreement with A21 Consulting, LLC.*

Sr. VP and CFO Martinez presented the contracts greater than or equal to \$1M and less than \$3M for Committee review and approval. She indicated that the contract with Air Planning, LLC totals \$2.8M and provides student-athlete air travel to away football games. She added that the contract is for one (1) year with an option to renew for four (4) additional years. Sr. VP and CFO Martinez pointed out that the \$1.6M contract with A21 Consulting, LLC is to provide the sponsorship, solicitation, fulfillment, and relationship services for the 2024 – 2026 Food Network South Beach Wine & Food Festival presented by Capital One (SOBEWFF®).

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 (1) approve the University entering into the contracts as listed and described in the Board materials and (2) 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 respective contracts.

4. Discussion Items

4.1 Financial Performance Review, Third Quarter FY 2022-23

Sr. VP and CFO Martinez presented the University's financial performance review for the third quarter of FY 2022-23. She indicated that operating revenues are above estimates by \$15.7M or 1.4% and that operating expenses are below estimates by \$40.3M or 3.7%, with a net favorable variance of \$56M. She pointed out that the largest driver of the favorable variance is related to

higher cash contributions in the FIU Foundation, Inc., higher revenues from delayed transition of management fees from the FIU HealthCare Network to the University, and sponsored research and direct support organization reimbursements. Sr. VP and CFO Martinez commented on savings from vacant positions, lower program expenses and auxiliaries and lower Pell and Bright Futures.

4.2 Campus Master Plan 2015-2030 Update

Associate Vice President for Facilities Management John Cal provided a Campus Master Plan update. He pointed out that the master planning process is based on law and regulation, specifically Florida Statute 1013.30 and BOG Chapter 21. He indicated that legislative language recognizes universities as vital public facilities with impacts on public facilities and natural resources of the host local governments. Mr. Cal commented that campus master planning is perceived as the vehicle to ensure a quality relationship with host communities. He remarked on key parameters, including a 10 to 20 year planning period with updates required every five (5) years, widespread dissemination of draft master plan to state agencies and local governments with a 90 day period for comment, two (2) public hearings for host local communities, formal Board of Trustees approval, and negotiation of Campus Development Agreement (CDA) with host local governments. Mr. Cal commented on the planning scope. He noted that there are eight (8) required elements and 10 optional planning elements. He added that there are specific goals, objectives, and policies developed in relation to each element.

Mr. Cal explained that the University's strategic plan and Campus Master Plan are in alignment. He presented future vision graphic models of the Modesto A. Maidique campus and Engineering Center, which delineated CIP and planned projects by funding status. In response to Committee Chair Tovar, Mr. Cal indicated that the University has a budget for the Trish and Dan Bell Chapel but does not have a guaranteed maximum price (GMP) that meets said budget. Mr. Cal added that construction cannot begin until that result is achieved. Further responding to Committee Chair Tovar, Mr. Cal indicated that the funding gap is between \$4M and \$6M, pending GMP. President Jessell added that Trish and Dan Bell contributed \$14M and that funds from the FIU Foundation Inc and other donations have already been received. He stated that a fundraising plan enables the naming of multiple aspects of the chapel. Committee Chair Tovar requested that the proposed location of the aquatics center be revisited in order to consider a more central location that can add to campus life. Trustee Lowell suggested that Committee Chair Tovar form a subcommittee to participate in the development of the Campus Master Plan. In response to Committee Chair Tovar, President Jessell commented that the development agreement with the developers for the Hotel, Conference Center, and Alumni Center was terminated. President Jessell commented on a possible future competitive solicitation for only the hotel component. He noted that there are opportunities to incorporate existing facilities into a conference center component. President Jessell commented on his discussions with the Alumni Association Board of Directors regarding the repurposing of the Phi Gamma Delta fraternity house to an alumni center. Committee Chair Tovar requested that said repurposing be presented to the Board of Trustees for its review and approval. Trustee Marc D. Sarnoff noted that, as an urban campus, vertical construction is the only path forward.

Mr. Cal indicated that the Campus Master Plan is posted to the web as is required. He presented a timeline, which culminates with Board of Trustees approval in June 2024. Committee Chair Tovar requested that Mr. Cal's presentation be shared with members of the Board of Trustees.

5. Reports

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

6. New Business

No new business was raised.

7. Concluding Remarks and Adjournment

With no other business, Finance and Facilities Committee Chair Roger Tovar adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Thursday, June 15, 2023 at 11:41 AM.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee

September 14, 2023

Subject: Approval of 2023-24 Education 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 2023-24 Florida International University (FIU) Education 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; 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, 2023 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 BOG any amendments to the spending plans in a format prescribed by the Chancellor of the BOG.

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, Section 1011.45, Florida Statutes, 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) of the total E&G operating budget*
- *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*
 - *Replacement of a minor facility*
 - *Completion of a remodeling or infrastructure project that is survey recommended*

- *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*
- *Any purpose specified by the Board, including funding dedicated to maintenance reserve escrow accounts, or in the General Appropriations Act*

The E&G carryforward spending plan shall include the estimated cost per planned expenditure and a timeline for completion of the expenditure. Additionally, Section 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. Section 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 Section 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 for a time period and in a format prescribed by the Chancellor of the Board of Governors.

The E&G carryforward fund balance as of July 1, 2023, net of accounts receivables, accounts payables, and deferred student tuition and fees, totals \$82,796,673 for the University and \$24,074,337 for the Herbert Wertheim College of Medicine (HWCOM). After the 7 percent statutory reserve of \$44,390,458 for the University and \$3,623,608 for HWCOM, and \$2,018,505 of encumbrances for the University and \$515,276 for HWCOM, the carryforward spending plans total \$36,387,710 for the University and \$19,935,453 for HWCOM.

Fixed Capital Outlay Projects

The 2023-24 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 2023-24.

New projects not previously included in prior year's schedules include the following:

- Biscayne Bay Campus STAR Center Expansion and Renovation
- Honors College
- Modesto A. Maidique Campus Aquatic Center
- Herbert Wertheim College of Medicine Academic Health Sciences Clinical Facility
- Soccer and Track Stadium

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 Budget Allocation:* Anticipated hard and soft costs to complete the facility
- *Funding Source and Amount:* Authorized and available for the project
- *Funds Expended Since Inception:* Amount expended prior to June 30, 2023
- *Funds to be Expended this Year:* Amount expenditures planned for 2023-24
- *Remaining Balance:* Estimated balance as of June 30, 2024
- *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 2023-24 Operating Budget, E&G Carryforward Spending Plan, and Fixed Capital Outlay Budget Certification
Florida Statute Section 1011.45
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, 2023

		Grand Total :	
	University E&G	Medical School E&G	University Summary
A. Beginning E&G Carryforward Balance - July 1, 2023 :			
Cash	\$ 79,504,792	\$ 24,526,605	\$ 104,031,397
Investments	\$ -	\$ -	\$ -
Accounts Receivable	\$ 10,706,980	\$ -	\$ 10,706,980
Less: Accounts Payable	\$ 6,186,563	\$ 438,268	\$ 6,624,831
Less: Deferred Student Tuition & Fees	\$ 1,228,536	\$ 14,000	\$ 1,242,536
B. Beginning E&G Carryforward Balance (Net of Payables/Receivables/Deferred Fees) :	\$ 82,796,673	\$ 24,074,337	\$ 106,871,010
C. Fiscal Year 2022-2023 E&G Carryforward Encumbrances Brought Forward	\$ 2,018,505	\$ 515,276	\$ 2,533,781
D. 7% Statutory Reserve Requirement (1011.45(1) F.S.):	\$ 44,390,458	\$ 3,623,608	\$ 48,014,066
E. E&G Carryforward Balance Less 7% Statutory Reserve Requirement (Amount Requiring Approved Spending Plan) :	\$ 36,387,710	\$ 19,935,453	\$ 56,323,163
F. Annual Contribution to Reserves for New FCO Projects (per s. 1001.706(12) F.S. and Board Reg 14.002) (Should agree with the "Total Facilities Reserves as of July 1, 2023" on the "Details - FCO Reserves" tab)	\$ -	\$ -	\$ -
G. * Restricted / Contractual Obligations			
Restricted by Appropriations	\$ 2,809,092	\$ 3,761,963	\$ 6,571,055
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	\$ 2,188,740	\$ 6,035,502	\$ 8,224,242
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ -	\$ 146,640	\$ 146,640
Faculty Research and Public Service Support and Start-Up Funding	\$ 347,003	\$ 1,645,145	\$ 1,992,148
Library Resources	\$ -	\$ -	\$ -
Facilities, Infrastructure, and Information Technology			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ 2,561,451	\$ -	\$ 2,561,451
Small Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 1,624,737	\$ 201,745	\$ 1,826,482
Large Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 1,173,909	\$ 2,317,126	\$ 3,491,035
Other UBOT Approved Operating Requirements			
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ 56,691	\$ 2,213,525	\$ 2,270,216
Contingencies for a State of Emergency Declared by the Governor (Section 1011.45(3)(g))	\$ -	\$ -	\$ -
Operating Restricted : (Should agree with restricted column totals on "Details-Operating" tab)	\$ 7,962,977	\$ 13,802,774	\$ 21,765,751
FCO Restricted : (Should agree with restricted column totals on "Details-Fixed Capital Outlay" tab)	\$ 2,798,646	\$ 2,518,870	\$ 5,317,516
Grand Total Restricted / Contractual Funds :	\$ 10,761,623	\$ 16,321,644	\$ 27,083,267
H. * Commitments			
Compliance, Audit, and Security			
Compliance Program Enhancements	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ 325,458	\$ -	\$ 325,458
Academic and Student Affairs			
Student Services, Enrollment, and Retention Efforts	\$ -	\$ -	\$ -
Student Financial Aid	\$ 61,982	\$ -	\$ 61,982
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ 35,540	\$ 277,360	\$ 312,900
Faculty Research and Public Service Support and Start-Up Funding	\$ 2,412,037	\$ 684,650	\$ 3,096,687
Library Resources	\$ -	\$ -	\$ -
Facilities, Infrastructure, and Information Technology			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ -	\$ 350,000	\$ 350,000

Florida International University
Education and General
Carryforward Spending Plan Summary
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			Medical School	Grand Total :
	University E&G	E&G	University Summary	
Small Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 6,805,575	\$ 1,027,605	\$ 7,833,180	
Large Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 11,405,374	\$ 144,143	\$ 11,549,517	
Other UBOT Approved Operating Requirements				
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ 3,780,121	\$ 1,130,050	\$ 4,910,171	
Contingencies for a State of Emergency Declared by the Governor (Section 1011.45(3)(g))	\$ 800,000	\$ -	\$ 800,000	
			\$ -	
Operating Commitments : (Should agree with committed column total on "Details-Operating" tab)	\$ 7,415,138	\$ 2,442,060	\$ 9,857,198	
FCO Commitments : (Should agree with committed column total on "Details-Fixed Capital Outlay" tab)	\$ 18,210,949	\$ 1,171,748	\$ 19,382,697	
Grand Total Commitments :	\$ 25,626,087	\$ 3,613,808	\$ 29,239,895	
Available E&G Carryforward Balance as of July 1, 2023:	\$ -	\$ -	\$ -	

* Please provide supplemental **detailed descriptions** for these multiple-item categories in sections F, G, and H for operating, fixed capital outlay, and FCO Reserves 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 must 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.

<div>Florida International University</div> <div>2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)</div> <div>Pursuant to 1011.45, Florida Statutes</div> <div>July 1, 2023</div>										
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, 2023	COMMITTED Committed Balance as of July 1, 2023	E&G Carryforward Amount Budgeted for Expenditure During FY24	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1.	Restricted by Appropriations	Information Technology Funds	\$ 16,690	\$ 16,690	\$ -	\$ 16,690	1	1	2024	Student scholarships
2.	Restricted by Appropriations	FIUnique	\$ 211,704	\$ 211,704	\$ -	\$ 211,704	1	1	2024	Temporary employees for the Center for Children and Families; Fostering Panther Pride scholarships; and rental of building space for FIU Embrace
3.	Restricted by Appropriations	Nursing (LINE)	\$ 2,390,145	\$ 2,390,145	\$ -	\$ 890,145	4	2	2026	LINE appropriations for partnerships with Memorial Healthcare System, HCA Healthcare, Baptist Health South Florida, and Public Health Trust of Miami-Dade County & Jackson Health System. Balances will be spent on scholarships and faculty support. The HCA Healthcare contribution to FIU of \$1.5M will be made over four years (through 2026) with reduced funding in years 3 and 4; FIU plans to use the state appropriation during the latter years of the gift agreement.
4.	Restricted by Appropriations	Nursing (PIPELINE)	\$ 190,553	\$ 190,553	\$ -	\$ 190,553	1	1	2024	Adjuncts and faculty overloads assigned to teach in the Nursing Generic and Accelerated Option programs. Furniture, fixtures, and equipment for the Biscayne Bay Campus Star Center which is currently under renovation.
	Restricted by Appropriations Total		\$ 2,809,092	\$ 2,809,092	\$ -	\$ 1,309,092				
5.	Campus Security and Safety Enhancements	Emergency management preparedness supplies, technology needs, and professional development for staff	\$ 24,997	\$ -	\$ 24,997	\$ 24,997	1	1	2024	
6.	Campus Security and Safety Enhancements	Police department vehicles, uniforms, and materials and supplies	\$ 300,461	\$ -	\$ 300,461	\$ 300,461	1	1	2024	
	Campus Security and Safety Enhancements Total		\$ 325,458	\$ -	\$ 325,458	\$ 325,458				
7.	Student Financial Aid	Departmental scholarships	\$ 61,982	\$ -	\$ 61,982	\$ 61,982	1	1	2024	Scholarships for College of Business
8.	Student Financial Aid	Institutional aid for undergraduate merit scholarship programs, e.g. Gold and Blue scholarships	\$ 2,188,740	\$ 2,188,740	\$ -	\$ 2,188,740	1	1	2024	
	Student Financial Aid Total		\$ 2,250,722	\$ 2,188,740	\$ 61,982	\$ 2,250,722				
9.	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Adjunct faculty, faculty overloads, and learning assistants	\$ 35,540	\$ -	\$ 35,540	\$ 35,540	1	1	2024	
	Faculty/Staff, Instructional and Advising Support and Start-up Funding Total		\$ 35,540	\$ -	\$ 35,540	\$ 35,540				
10.	Faculty Research and Public Service Support and Start-Up Funding	Post-doctorate faculty and graduate assistants	\$ 1,782,948	\$ -	\$ 1,782,948	\$ 1,782,948	1	1	2024	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
11.	Faculty Research and Public Service Support and Start-Up Funding	Start-up funding for researchers	\$ 347,003	\$ 347,003	\$ -	\$ 347,003	1	1	2024	
12.	Faculty Research and Public Service Support and Start-Up Funding	Adam Smith Center for Economic Freedom	\$ 629,089	\$ -	\$ 629,089	\$ 629,089	1	1	2024	Staff, visiting fellows, hosting conferences and workshops, marketing expenses, and development of curriculum and new course offerings.
	Faculty Research and Public Service Support and Start-Up Funding Total		\$ 2,759,040	\$ 347,003	\$ 2,412,037	\$ 2,759,040				
13.	Information Technology (ERP, Equipment, etc.)	ERP system maintenance and support; cloud services; and fiber optic network membership	\$ 2,561,451	\$ 2,561,451	\$ -	\$ 2,561,451	1	1	2024	
	Information Technology (ERP, Equipment, etc.) Total		\$ 2,561,451	\$ 2,561,451	\$ -	\$ 2,561,451				

Florida International University

Total as of July 1, 2023: *	\$ 15,378,115	\$ 7,962,977	\$ 7,415,138	\$ 13,878,115
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***Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.**

Florida International University

2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2023

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2023, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F) Restricted	(G) Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2023	To Committed Balance on July 1, 2023	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
Small Carryforward Projects ¹										
1	Small, < \$2M: Renovation, Repair or Maintenance	All Campuses Mold Remediation Reserve	Perform mold remediation & restoration at all Campuses	\$ 502,872	\$ -	\$ 502,872	5	3	2025	
2	Small, < \$2M: Renovation, Repair or Maintenance	All Campuses Elevator Door Lock Monitor	Door lock monitor required on all elevators to conform with code compliance	\$ 419,149	\$ -	\$ 419,149	1	1	2024	New funding of \$419,149 included to complete the project to ensure code compliance
3	Small, < \$2M: Completion of Remodeling or Infrastructure	Biscayne Bay Campus Blue Pole Stations	Install a emergency blue pole stations at Academic One & a Bike Trail	\$ 95,722	\$ -	\$ 95,722	2	2	2024	
4	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Structural Repairs	Structural repairs due to water intrusion	\$ 130,253	\$ 61,864	\$ 68,389	3	3	2024	
5	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Rooms Renovation	Renovate Suite 200-09	\$ 1,339	\$ -	\$ 1,339	5	5	2024	
6	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Classroom Labs Renovation	Renovate classroom Labs 305, 340, 340A, 341, 342, 343, 343A, 344, 344D, 350 & 350A	\$ 391,499	\$ -	\$ 391,499	3	3	2024	
7	Small, < \$2M: Renovation, Repair or Maintenance	Biscayne Bay Boatyard Power	Engineering design to provide power & A/C for the Boatyard Shed	\$ 1,328	\$ -	\$ 1,328	2	2	2024	
8	Small, < \$2M: Renovation, Repair or Maintenance	Hubert Library, Rooms Renovation/Upgrade	Install new storefront in Room 108 & perform media upgrade in Room 312	\$ 6,008	\$ -	\$ 6,008	2	2	2024	
9	Small, < \$2M: Renovation, Repair or Maintenance	Marine Sciences, Lab, Renovation	Install AMSCO Sterilizer Machine in Lab 130A	\$ 802	\$ -	\$ 802	2	2	2024	
10	Small, < \$2M: Renovation, Repair or Maintenance	SO3 (Physical Plant), Structural Repairs	Concrete remediation of exterior, spalled concrete	\$ 95,723	\$ 90,198	\$ 5,525	2	2	2024	
11	Small, < \$2M: Completion of Remodeling or Infrastructure	Biscayne Bay Sewer System, Infrastructure Repairs	Remediate sanitary sewer system to meet DERM requirements & regulations	\$ 2,854	\$ -	\$ 2,854	2	2	2024	
12	Small, < \$2M: Renovation, Repair or Maintenance	Gregory B. Wolfe University Center, Rooms, Renovation/Upgrade/Mold	Renovate Room 147C into a Lactation Suite, remediate mold in Rooms 130 & 131, upgrade ceiling & electrical in Rooms 255-257E and replace storefront in Room 353	\$ 476	\$ -	\$ 476	2	2	2024	
13	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 1, Structural & Roof Repairs	Building envelop & roofing repairs	\$ 29,162	\$ -	\$ 29,162	5	5	2024	
14	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 1, Lab Renovation	Renovate Labs 412 & 413	\$ 20,978	\$ -	\$ 20,978	2	2	2024	
15	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Structural & Roof Repairs	Building envelop & roofing repairs	\$ 75,618	\$ -	\$ 75,618	5	5	2024	
16	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Lab, Renovation	Remove, relocate & reinstall lab cabinetry from AHC2 Labs 155 & 180 to Academic Two Labs 343, 344 & 344A	\$ 637	\$ -	\$ 637	2	2	2024	
17	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 3, Room, Renovation	Design renovation to STAR Center Room 316	\$ 340	\$ -	\$ 340	2	2	2024	
18	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 3, Rooms, Renovation	Design renovations to Rooms 403, 400W2 & 407A Care Centers	\$ 219	\$ -	\$ 219	3	2	2024	
19	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 4, Structural Repair	Inspect cantilever eyebrow deflection	\$ 223	\$ -	\$ 223	2	2	2024	
20	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 4, Labs, Renovation	Renovate Labs 119, 341A & 343B	\$ 3,543	\$ -	\$ 3,543	2	2	2024	
21	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 5, Rooms, Upgrade	Rooms 400 & 401 media upgrades	\$ 430	\$ -	\$ 430	2	2	2024	

Florida International University

2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2023

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2023, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F) Restricted	(G) Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2023	To Committed Balance on July 1, 2023	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
22	Small, < \$2M: Renovation, Repair or Maintenance	FIU Bird Basin Land Management Plan, Repairs	Property maintenance	\$ 733	\$ -	\$ 733	4	4	2024	
23	Small, < \$2M: Renovation, Repair or Maintenance	FIU Buildings Structural Recertification, Repairs	Structural inspections for the recertification of FIU buildings	\$ 9,223	\$ -	\$ 9,223	4	4	2024	
24	Small, < \$2M: Renovation, Repair or Maintenance	Campus Master Plan	Professional fees for the 2015-2030 Campus Master Plan	\$ 322,505	\$ 164,825	\$ 157,680	4	4	2024	
25	Small, < \$2M: Renovation, Repair or Maintenance	College of Arts, Sciences & Education, Rooms, Renovation	Renovations to Rooms 212, 230, 231, 261, 263, 265, 344 & 347	\$ 5,986	\$ -	\$ 5,986	2	2	2024	
26	Small, < \$2M: Renovation, Repair or Maintenance	College of Business, Renovation/Repair	Fountain pump repair & renovation	\$ 249	\$ -	\$ 249	3	3	2024	
27	Small, < \$2M: Renovation, Repair or Maintenance	College of Business, Room, Renovation	Install electrical, acoustical wall panels in Room 255	\$ 232	\$ -	\$ 232	2	2	2024	
28	Small, < \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, Renovation/Repair	Correct fire rating of corridors per the State Fire Marshal	\$ 224,939	\$ 65,713	\$ 159,226	2	2	2024	
29	Small, < \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, Repair/Upgrades	HVAC controls conversion, upgrades & repairs	\$ 38,608	\$ -	\$ 38,608	4	4	2024	
30	Small, < \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, Repair/Upgrades	Mechanical, electrical & plumbing repairs	\$ 203,445	\$ -	\$ 203,445	2	2	2024	
31	Small, < \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, Labs, Renovation/Mold Remediation	Perform mold remediation in Lab 342 & renovate Lab 376B	\$ 2,844	\$ -	\$ 2,844	2	2	2024	
32	Small, < \$2M: Renovation, Repair or Maintenance	Campus Support Complex, Rooms, Renovation	Renovate Offices 1135, 1136 & 1140	\$ 290,096	\$ -	\$ 290,096	2	2	2024	
33	Small, < \$2M: Renovation, Repair or Maintenance	FIU Center for Translational Sciences, Lab, Renovation/Repair	Replace Autoclave & Cage Washer and renovate labs on the 2nd Floor	\$ 8,149	\$ -	\$ 8,149	3	3	2024	
34	Small, < \$2M: Renovation, Repair or Maintenance	Deuxieme Maison, Structural Repair/Mold Remediation	Design concrete, covered walkway repairs and perform mold remediation in Room 261A	\$ 131,153	\$ -	\$ 131,153	4	4	2024	Additional funding of \$130,595 included to complete the project
35	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center Chemical Receiving Area & Hazardous Waste Area, Relocation/Renovation	Relocate and renovate 1690 & 1692 for Chemical Receiving Area & Hazardous Waste Accumulation Area	\$ 430,210	\$ -	\$ 430,210	2	2	2024	Additional funding of \$174,708 included to complete the project
36	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center Labs, Renovation	Renovate Labs 1661, 1690, 2825, 2923, 3270, 3360, 3435, 3457 & 3840	\$ 108,772	\$ -	\$ 108,772	4	4	2024	
37	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center Classrooms, Renovation	Renovate Classrooms 1461, 1462, 1463, 2300, 2600, 2840, 2933, 2962, 3120, 3140, 3400 & 3400W1	\$ 198,866	\$ -	\$ 198,866	5	5	2024	
38	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Common Areas/Offices, Renovation	Renovate CEC offices, lobbies, Panther Pit, FPL Control Room, install water fountain, Rooms 2621, 3202 & 3709	\$ 202,792	\$ 3,000	\$ 199,792	4	4	2024	
39	Small, < \$2M: Renovation, Repair or Maintenance	Ocean Bank Convocation Center/Arena, Repair	Professional fees for truss recertification	\$ 833	\$ -	\$ 833	2	2	2024	
40	Small, < \$2M: Completion of Remodeling or Infrastructure	Ernest R. Graham University Center, Infrastructure Repair	Fire horn strobes synchronization requested by the State Fire Marshal	\$ 2,113	\$ -	\$ 2,113	2	2	2024	
41	Small, < \$2M: Renovation, Repair or Maintenance	Ernest R. Graham University Center, Room, Renovation	LCD informative screens at the Auditorium 140 entrance	\$ 12,630	\$ -	\$ 12,630	2	2	2024	
42	Small, < \$2M: Renovation, Repair or Maintenance	Ernest R. Graham University Center, Offices, Renovation	Renovate offices 210, 211, 212, 216, 219, 265, 267, 311, 314, 324 & 325	\$ 132,064	\$ -	\$ 132,064	4	4	2024	
43	Small, < \$2M: Renovation, Repair or Maintenance	Ernest R. Graham University Center, Restrooms, Renovation	Refresh classroom Restrooms 262 & 264	\$ 34,500	\$ -	\$ 34,500	2	2	2024	
44	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Rooms, Renovation	Renovate Rooms 120, 195A & 474	\$ 7,991	\$ -	\$ 7,991	5	5	2024	

Florida International University

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Pursuant to Section 1011.45, Florida Statutes

July 1, 2023

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2023, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F) Restricted	(G) Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2023	To Committed Balance on July 1, 2023	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
45	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Rooms, Mold Remediation	Perform mold remediation in Rooms 195A, 225 & 490A	\$ 69	\$ -	\$ 69	5	5	2024	
46	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Stair Repairs	Repair stair landing 200S1	\$ 17,925	\$ -	\$ 17,925	2	2	2024	
47	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Lab, Renovate	Renovate Envision Lab 210	\$ 311	\$ -	\$ 311	2	2	2024	
48	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Rooms, Upgrades	Media upgrades in Rooms 520A & 835	\$ 47,574	\$ -	\$ 47,574	2	2	2024	
49	Small, < \$2M: Completion of Remodeling or Infrastructure	Lakeview Housing, Blue Pole Station	Install blue pole station	\$ 438	\$ -	\$ 438	2	2	2024	
50	Small, < \$2M: Renovation, Repair or Maintenance	Labor Center Emergency Phones	Install 7 emergency phones	\$ 3,500	\$ -	\$ 3,500	2	2	2024	
51	Small, < \$2M: Renovation, Repair or Maintenance	Modesto M. Maidique Campus, Fire Alarm Repairs	Repair fire alarms per the State Fire Marshal at the Campus Support Complex & the Reagan House	\$ 5,356	\$ -	\$ 5,356	2	2	2024	
52	Small, < \$2M: Renovation, Repair or Maintenance	Modesto M. Maidique Campus, Bollards Installation	Safety bollards installation outside of the Wellness & Recreation Center	\$ 8,293	\$ -	\$ 8,293	5	5	2024	
53	Small, < \$2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Sewer System, Infrastructure Repairs	Remediate sanitary sewer system to meet DERM requirements & regulations	\$ 70,594	\$ -	\$ 70,594	3	3	2024	Additional funding of \$62,084 included to complete the project
54	Small, < \$2M: Renovation, Repair or Maintenance	Management & Advanced Research Center, Rooms, Renovation	Renovate Room 240 for the Adam Smith Center	\$ 162,389	\$ -	\$ 162,389	2	2	2024	
55	Small, < \$2M: Renovation, Repair or Maintenance	Owa Ehan Labs, Renovate	Renovate Labs 165, 316 & 321B	\$ 512,266	\$ 254,411	\$ 257,855	2	2	2024	
56	Small, < \$2M: Renovation, Repair or Maintenance	Operations/Utility, Labs, Renovation	Renovate Labs (ARC, Cold Spray, 105-107), install outdoor hydraulic slab & install outdoor freeze/thaw cabinet with concrete mixer	\$ 309,965	\$ 7,855	\$ 302,110	3	3	2024	
57	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Repairs, Infrastructure	Correct exterior land drainage issues causing ponding water safety hazard	\$ 9,455	\$ -	\$ 9,455	2	2	2024	
58	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Repairs, Infrastructure	Repair/upgrade electrical main & distribution service	\$ 2,325	\$ -	\$ 2,325	2	2	2024	
59	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Rooms, Renovation	Renovate 1st Floor area for Career Services relocation from Student Academic Success Center	\$ 750,999	\$ -	\$ 750,999	2	2	2024	
60	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Rooms, Renovation	Renovate Rooms 220, 223 & 238G	\$ 2,502	\$ -	\$ 2,502	4	4	2024	
61	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Lab, Renovation	Renovate Lab 442	\$ 3,261	\$ -	\$ 3,261	3	3	2024	
62	Small, < \$2M: Renovation, Repair or Maintenance	Paul Cejas Architecture, Lab, Renovation	Renovate Lab 180	\$ 377	\$ -	\$ 377	4	4	2024	
63	Small, < \$2M: Renovation, Repair or Maintenance	Paul Cejas Architecture, Structural Repair	Professional fees for structural repairs to the building envelope	\$ 100	\$ -	\$ 100	3	3	2024	
64	Small, < \$2M: Renovation, Repair or Maintenance	Parking Garage 6, Room, HVAC Repairs/Upgrades	HVAC upgrades at Room 150G	\$ 831	\$ -	\$ 831	2	2	2024	
65	Small, < \$2M: Renovation, Repair or Maintenance	Parking Garage 6, Rooms, ADA Requirements	Install ADA push buttons at Rooms 151, 152 & 153	\$ 20,000	\$ -	\$ 20,000	2	2	2024	
66	Small, < \$2M: Renovation, Repair or Maintenance	Parking Garage 6, Office, Renovations	Renovate Room 155 for FIU Embrace	\$ 5,302	\$ -	\$ 5,302	5	5	2024	
67	Small, < \$2M: Renovation, Repair or Maintenance	Modesto M. Maidique, Nature Preserve, Repairs/Upgrades	Fence installation, vegetation & soil clearing and mulch installation	\$ 20,072	\$ -	\$ 20,072	2	2	2024	

Florida International University

2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2023

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2023, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F) Restricted	(G) Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2023	To Committed Balance on July 1, 2023	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
68	Small, < \$2M: Renovation, Repair or Maintenance	Reagan House, Generator Upgrade	Professional fees for generator replacement to meet code compliance	\$ 1,434	\$ -	\$ 1,434	6	6	2024	
69	Small, < \$2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Rooms, Repair/Renovate/Maintenance	Install double door at Room 1010, replace carpet in Room 1037, upgrade access to Room 1080W4, pressure clean balconies at Rooms 3100E1 & 3100E2	\$ 17,600	\$ -	\$ 17,600	2	2	2024	
70	Small, < \$2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Common Areas, Renovate	Renovate lounge, kitchen & courtyards including Rooms 1050, 1050W2, 1052, 1060, 1062 & 1063	\$ 758,693	\$ 366,856	\$ 391,838	3	3	2024	
71	Small, < \$2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Corridor, Upgrade	Provide data outlet at Corridor 1100W1	\$ 218	\$ -	\$ 218	2	2	2024	
72	Small, < \$2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Classroom, Renovate	Renovate Classroom 2005	\$ 70	\$ -	\$ 70	2	2	2024	
73	Small, < \$2M: Renovation, Repair or Maintenance	Reserve Officer Training Corps, Renovate	Design the installation of an exterior turf field	\$ 198	\$ -	\$ 198	2	2	2024	
74	Small, < \$2M: Renovation, Repair or Maintenance	Student-Athlete Academic Center, Rooms, Renovate	Install award wall, upgrade locks & cameras, and perform electrical work in Rooms 135B & 151	\$ 73,642	\$ -	\$ 73,642	2	2	2024	
75	Small, < \$2M: Renovation, Repair or Maintenance	Student Academic Success Center, Rooms, Renovate/Upgrade	Electrical work in Rooms 125 & 126 and renovation at Office 204	\$ 14,205	\$ -	\$ 14,205	2	2	2024	
76	Small, < \$2M: Renovation, Repair or Maintenance	School of International & Public Affairs, Infrastructure, Maintenance	Caulk & seal exterior joints & windows	\$ 12,587	\$ 11,988	\$ 599	2	2	2024	
77	Small, < \$2M: Renovation, Repair or Maintenance	Modesto M. Maidique, SW 8th Street, Repairs	Restoration of area affected by bridge collapse	\$ 17,065	\$ -	\$ 17,065	5	5	2024	
78	Small, < \$2M: Renovation, Repair or Maintenance	Viertes Haus, Rooms, Upgrades	Install track lighting in Room 118, install 3D printer in Room 150A, and install exhaust vent in Room 307	\$ 1,989	\$ -	\$ 1,989	2	2	2024	
79	Small, < \$2M: Demolition of educational facilities & site improvements	W07, Building replacement	Professional fees for the demolition & total replacement of the building	\$ 45,313	\$ 31,524	\$ 13,790	5	4	2025	
80	Small, < \$2M: Renovation, Repair or Maintenance	W10, Canopy replacement	Professional fees for the replacement of exterior canopy	\$ 107,952	\$ -	\$ 107,952	2	2	2024	
81	Small, < \$2M: Renovation, Repair or Maintenance	Wertheim Conservatory Greenhouse, Structural Repairs	Repairs to the North interior/exterior	\$ 509,279	\$ 484,907	\$ 24,372	2	2	2024	
82	Small, < \$2M: Renovation, Repair or Maintenance	Wolfsonian Museum, Structural Roof Replacement	Replacement of roof structure	\$ 557,321	\$ -	\$ 557,321	5	5	2024	New funding of \$557,321 included to complete the project
83	Small, < \$2M: Renovation, Repair or Maintenance	Wolfsonian Museum, Elevator, Repairs/Upgrade	Modernization/upgrade of the passenger elevator	\$ 85,568	\$ 49,238	\$ 36,330	4	4	2024	
84	Small, < \$2M: Renovation, Repair or Maintenance	Wolfsonian Annex, Structural Repairs/Hardening	Assess structural condition and install hurricane shutters	\$ 19,608	\$ -	\$ 19,608	2	2	2024	
85	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, HVAC Renovation	Renovation/upgrade of the HVAC system as a part of the University's Emergency Hardening	\$ 33,616	\$ -	\$ 33,616	5	5	2024	
86	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Renovation	Renovation/upgrade of the UPS system as a part of the University's Emergency Hardening	\$ 37,962	\$ -	\$ 37,962	5	5	2024	
87	Small, < \$2M: Renovation, Repair or Maintenance	Parking Garage 5, Renovation	Back-up generator to service the Emergency Operations Center as a part of the University's Emergency Hardening	\$ 33,977	\$ 32,358	\$ 1,618	5	5	2024	
* Total Minor Carryforward As July 1, 2023 :				\$ 8,430,311	\$ 1,624,737	\$ 6,805,575				

Large Carryforward Projects¹

Florida International University

2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2023

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2023, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F)	(G)	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted	Committed	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
					To Restricted Balance on July 1, 2023	To Committed Balance on July 1, 2023				
88	Large, > \$2M: Completion of Remodeling or Infrastructure	Academic Two, Rooms Expansion/Renovation	Expansion & renovation at the STAR Center	\$ 2,336,517	\$ -	\$ 2,336,517	2	2	2024	Additional funding of \$2,202,804.26 required to complete the project
89	Large, > \$2M: Renovation, Repair or Maintenance	FIU Washington DC, Renovation	Renovate space in Washington DC for Government Relations	\$ 53,460	\$ -	\$ 53,460	3	3	2024	
90	Large, > \$2M: Completion of Remodeling or Infrastructure	Biscayne Bay Lift Station, Infrastructure	Replacement of existing lift station due to deficiencies from current and future campus conditions	\$ 528,017	\$ 322,583	\$ 205,434	4	4	2024	
91	Large, > \$2M: Renovation, Repair or Maintenance	Engineering Center, Restrooms, Renovation	Renovate aging restrooms	\$ 1,047,460	\$ 608,470	\$ 438,990	5	4	2025	
92	Large, > \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Fire Alarm Repairs	Repair/upgrade fire alarm systems per State Fire Marshal requirements	\$ 240,106	\$ -	\$ 240,106	2	2	2024	
93	Large, Completion of a PECO project	College of Arts, Sciences & Education, Building Envelope, Repair/Renovation	Building envelope is in need of repair and replacement of deteriorated building enclosure components, windows, doors, and louvers	\$ 2,585,462	\$ -	\$ 2,585,462	3	3	2024	Additional funding of \$2,585,462 required to complete the PECO funded project
94	Large, > \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, HVAC	HVAC controls conversion, upgrades & repairs	\$ 438,020	\$ 230,883	\$ 207,136	3	3	2024	
95	Large, Completion of a PECO project	Engineering Building, Phase 1	Supplemental funding due to construction cost escalations for a PECO project	\$ 4,300,000	\$ -	\$ 4,300,000	4	3	2025	
96	Large, > \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Retrofit	Professional fees to retrofit exterior windows for hurricane protection	\$ 868,865	\$ 11,972	\$ 856,893	3	3	2024	
97	Large, > \$2M: Renovation, Repair or Maintenance	Parking Garage 5 EOC Expansion, Rooms, Renovations	Renovation/expansion to construct an Emergency Operations Center	\$ 7,170	\$ -	\$ 7,170	3	3	2024	
98	Large, Completion of a PECO project	School of International & Public Affairs II, Rooms, Infrastructure	AV equipment from FIU Media Technology & PantherTech	\$ 174,207	\$ -	\$ 174,207	3	3	2024	
				* Total Major Carryforward As July 1, 2023 :	\$ 12,579,283	\$ 1,173,909	\$ 11,405,374			
				Fixed Capital Outlay Totals :	\$ 21,009,594	\$ 2,798,645	\$ 18,210,949			
				* Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.						

1. As defined in Board of Governors Regulation 14.003.

2. Amount deducted from July 1, 2023, beginning E&G Carryforward operating balance for fixed capital outlay project funding per Section 1011.45, F.S. and Board of Governors Regulation 9.007(3)(a)(4).

Florida International University

University Facilities Reserves

Additional Amounts Contributed From July 1, 2023 Beginning E&G Carryforward Balance

Pursuant to s. 1001.706(12) F.S. and Board of Governors Regulation 14.002

Specific Project/Facility Title/Number		Additional Description of Project/Facility	Amount Added to Facility Reserves From FY24 Beginning E&G Carryforward Balance
1.	[None]		\$ -
2.			\$ -
3.			\$ -
4.			\$ -
5.			\$ -
6.			\$ -
7.			\$ -
8.			\$ -
9.			\$ -
10.			\$ -
Total Capital Facilities Reserves as of July 1, 2023 : *			\$ -

*Note: Should agree with line F on the "Summary" tab.

Florida International University Medical School

2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)

Pursuant to 1011.45, Florida Statutes

July 1, 2023

			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 <small>Restricted Balance as of July 1, 2023</small>	COMMITTED <small>Committed Balance as of July 1, 2023</small>	E&G Carryforward Amount Budgeted for Expenditure During FY24	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
										Fiscal year 2023-24 expenditures for postgraduate year one (PGY-1) and postgraduate year 2 (PGY2) resident allowances, annual recruitment travel, one-time IT equipment, and curriculum and wellness services. Resident program commenced in academic year 2022-23.
1	Restricted by Appropriations	Primary Care Residency Program	\$ 3,761,963	\$ 3,761,963		\$ 331,629	5	3	2026	
2	Student Financial Aid	Medical students need and merit based admissions scholarships	\$ 2,032,368	\$ 2,032,368		\$ 2,032,368	1	1	2024	
3	Student Financial Aid	Academic and Student Support Scholarship	\$ 3,700,000	\$ 3,700,000		\$ -	3	1	2026	Scholarship commitments to existing awardees for FY 2024-25 and FY 2025-26
4	Student Financial Aid	PhD Stipend/Tuition Support	\$ 303,134	\$ 303,134	\$ -	\$ 303,134	1	1	2024	
5	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Professional Development and workforce management initiatives	\$ 424,000	\$ 146,640	\$ 277,360	\$ 277,360	1	1	2024	Non-recurring faculty travel and staff professional development \$260K; RISE awards \$9K; Compensation Analysis
6	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research - C. Dimitroff	\$ 845,145	\$ 845,145		\$ 200,000	1	1	2024	Extension on start-up fund balance for 1 year
7	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - Aggarwal	\$ 800,000	\$ 800,000		\$ 200,000	3	1	2026	
8	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for new research faculty	\$ 684,650		\$ 684,650	\$ 100,000	3	1	2026	
9	Information Technology (ERP, Equipment, etc.)	Technology equipment purchases, repairs and software upgrades	\$ 350,000		\$ 350,000	\$ 350,000	1	1	2024	
10	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Employee bonuses (retention and project-related)	\$ 1,463,525	\$ 1,463,525		\$ 1,463,525	1	1	2024	
11	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Repairs, maintenance of classrooms and furniture for the 6th floor of Academic Health Center 2 building	\$ 584,900		\$ 584,900	\$ 584,900	1	1	2024	Facilities repairs, new furniture for the 6th floor of the Academic Health Center 2 building and Medical Library study rooms
12	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Media, Furniture & Fittings for Anatomy Lab Rooms 155-160 and Library Study/ Testing Rooms	\$ 345,150		\$ 345,150	\$ 345,150	1	1	2024	
13	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Professional Services	\$ 750,000	\$ 750,000		\$ 750,000	1	1	2024	In support of Clinical Affiliation/Partnership Strategic Plan initiative
14	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Strategic Communication and Promotional Brand Advertising	\$ 200,000		\$ 200,000	\$ 100,000	1	1	2024	
Total as of July 1, 2023: *			\$ 16,244,834	\$ 13,802,774	\$ 2,442,060	\$ 7,038,065				

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

Florida International University Medical School

2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2023

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2023, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F) Restricted	(G) Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2023	To Committed Balance on July 1, 2023	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	

Small Carryforward Projects¹

1	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Room Renovation	Renovate Active Learning Classroom 170	\$ 146	\$ -	\$ 146	4	4	2024	
2	Small, < \$2M: Completion of Remodeling or Infrastructure	Academic Health Center 2, Room Remodeling Classroom	Remodel/Convert Room 180 into an Active Learning Classroom	\$ 499,690	\$ 201,745	\$ 297,945	3	3	2024	
3	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Rooms Upgrades	Media Upgrades to Rooms 351W1 & 397	\$ 357	\$ -	\$ 357	2	2	2024	
4	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Rooms Upgrades	Renovate Rooms 363-375 Panther Communities	\$ 54,881	\$ -	\$ 54,881	3	3	2024	
5	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Rooms Renovate Classroom	Renovate Dean's Suites 691 & 694	\$ 347	\$ -	\$ 347	2	2	2024	
6	Small, < \$2M: Renovation, Repair or Maintenance	Ambulatory Care Center Facility	Install CPU/Monitor Brackets	\$ 23,164	\$ -	\$ 23,164	2	2	2024	
7	Small, < \$2M: Renovation, Repair or Maintenance	Ambulatory Care Center Facility	Install dutch door to Room 146	\$ 766	\$ -	\$ 766	2	2	2024	
8	Small, < \$2M: Completion of Remodeling or Infrastructure	Steven & Dorothea Green Library, Medical Library Study Room	GL Medical Library Remodeling of Study Room to Facilitate Special Needs Testing	\$ 650,000	\$ -	\$ 650,000	2	1	2025	
* Total Minor Carryforward As July 1, 2023 :				\$ 1,229,350	\$ 201,745	\$ 1,027,605				

Large Carryforward Projects¹

9	Large, > \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Rooms Renovate Lab	Renovate/Expand Anatomy Lab Rooms 155-160	\$ 2,436,475	\$ 2,317,126	\$ 119,349	5	4	2024
10	Large, > \$2M: Renovation, Repair or Maintenance	Ambulatory Care Center Facility	Completion of building punch list/close out negotiations.	\$ 24,794	\$ -	\$ 24,794	5	5	2024
			* Total Major Carryforward As July 1, 2023 :	\$ 2,461,269	\$ 2,317,126	\$ 144,143			
Fixed Capital Outlay Totals :				\$ 3,690,619	\$ 2,518,870	\$ 1,171,748			
* Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.									

1. As defined in Board of Governors Regulation 14.003.

2. Amount deducted from July 1, 2023, beginning E&G Carryforward operating balance for fixed capital outlay project funding per Section 1011.45, F.S. and Board of Governors Regulation 9.007(3)(a)(4).

Florida International University Medical School

University Facilities Reserves

Additional Amounts Contributed From July 1, 2023 Beginning E&G Carryforward Balance

Pursuant to s. 1001.706(12) F.S. and Board of Governors Regulation 14.002

	Specific Project/Facility Title/Number	Additional Description of Project/Facility	Amount Added to Facility Reserves From FY24 Beginning E&G Carryforward Balance
1.	[None]		\$ -
2.			\$ -
3.			\$ -
4.			\$ -
5.			\$ -
6.			\$ -
7.			\$ -
8.			\$ -
9.			\$ -
10.			\$ -
		Total Capital Facilities Reserves as of July 1, 2023 : *	<u>\$ -</u>

*Note: Should agree with line F on the "Summary" tab.

Florida International University

FIXED CAPITAL OUTLAY BUDGET for Fiscal Year 2023-24

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

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CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	Education & General (E&G) Operating Projects ¹			\$4,300,000	E&G Operating Funds	\$4,300,000	\$0	\$4,300,000	\$0	Not Applicable		These are current year funds to be spent in the current year.
	Carryforward (CF) - Small Projects ²			\$8,430,311	CF	\$8,430,311	\$0	\$8,133,562	\$296,749	Refer to detail in Carryforward Spending Plan		
				\$1,229,350	CF MS	\$1,229,350	\$0	\$1,229,350	\$0	Refer to detail in Carryforward Spending Plan		
	Carryforward (CF) - Large Projects ³											
88	Academic	Two Building Rooms Expansion/Renovation	Expansion & renovation at the STAR Center	\$2,336,517	CF Current Total:	<u>\$2,336,517</u> \$2,336,517	\$133,712	\$2,202,804	\$0	10/27/2022	2/1/2024	
89	FIU Government relations	DC Office Project	Renovate Space in Washington DC for FIU Government Relations	\$2,012,225	CF Current Auxiliary CF Prior Total:	<u>\$53,460</u> \$1,752,625 <u>\$206,140</u> \$2,012,225	\$1,627,269	\$384,956	\$0	7/1/2020	12/31/2023	
90	Biscayne Bay Campus	Lift Station Infrastructure Project	Replacement of existing lift station due to deficiencies from current and future campus conditions	\$3,108,022	CF Current PECO Auxiliary CF Prior Total:	<u>\$528,017</u> \$198,668 \$929,785 <u>\$1,451,552</u> \$3,108,022	\$2,574,313	\$533,709	(\$0)	7/1/2020	12/31/2023	\$198,668 PECO MRRR Appropriation in FY17-18
91	Engineering Center	Building Restroom Renovations Phases 1 through 3	Renovate aging restrooms	\$3,021,153	CF Current CF Prior Total:	<u>\$1,047,460</u> \$1,973,693 \$3,021,153	\$1,945,982	\$987,373	\$87,798	10/1/2020	8/31/2024	
92	Charles E. Perry Primera Casa Building	Fire Alarm Repairs	Repair/upgrade fire alarm systems per State Fire Marshal requirements	\$2,271,936	CF Current CF Prior PECO Total:	<u>240,106</u> 1,946,505 <u>85,326</u> \$2,271,936	\$2,031,831	\$240,106	(\$0)	7/1/2020	8/1/2023	
93	College of Arts, Sciences & Education Building	Envelope Repairs/Renovation	Building envelope is in need of repair and replacement of deteriorated building enclosure components, windows, doors, and louvers	\$9,735,462	CF Current PECO-ARPA Total:	<u>2,585,462</u> <u>7,150,000</u> \$9,735,462	\$400,902	\$9,334,560	(\$0)	5/9/2022	6/30/2024	BT 931 Includes \$2,585,462 New CF Supplement; \$5,844,436 PECO Appropriation in FY 21-22 and an additional \$1,305,564 Appropriation in FY 22-23
94	Chemistry Physics Building	HVAC	HVAC controls conversion, upgrades and repairs	\$5,221,542	CF Current CF Prior Total:	<u>\$438,020</u> <u>\$4,783,522</u> \$5,221,542	\$4,783,523	\$438,019	\$0	10/1/2020	12/31/2023	
95	Engineering Building (Phase 1)		Supplemental funding due to construction cost escalation for a PECO project	\$73,880,772	CF Current PECO Auxiliary Auxiliary Total:	<u>\$4,300,000</u> \$38,907,641 \$23,975,915 <u>\$6,697,216</u> 73,880,772	\$22,281,301	\$44,211,394	\$7,388,077	6/1/2022	8/25/2024	BT 919 \$20,000,000 PECO Appropriation in FY 17-18; \$10,641,537 PECO Appropriation FY 18-19; and an additional \$8,266,104 Appropriation in FY 20-21
96	Charles E. Perry Primera Casa Building	Retrofit	Professional fees to retrofit exterior windows for hurricane protection (supplemental portion to a FEMA Grant)	\$3,618,929	CF Current CF Prior FEMA Grant Total:	<u>868,865</u> 35,867 <u>2,714,197</u> \$3,618,929	\$150,163	\$3,468,766	\$0	4/13/2022	6/30/2024	CF supplemental funding of FEMA Grant Project: represents the required Grant cost share of 25%
97	Parking Garage 5 EOC Rooms	Renovations Expansion	CF Supplemental Funding for the design and construction of the expanded Emergency Operations Center in Parking Garage 5	\$8,366,957	CF Current CF Prior Auxiliary Auxiliary Total:	<u>\$7,170</u> \$2,520,234 \$1,127,974 <u>\$4,711,579</u> \$8,366,957	\$8,290,658	\$76,299	(\$0)	7/1/2020	8/31/2023	BT 923 Project Complete pending final closeout punch list and 1-year warranty period
98	School of International and Public Affairs II, Rooms Infrastructure		AV Equipment from FIU Media Technology and Panthertech	\$39,578,670	CF Current CF Prior PECO Auxiliary Auxiliary Donations Total:	<u>\$174,207</u> \$2,124,354 \$12,701,439 \$5,534,299 \$1,794,371 <u>\$17,250,000</u> 39,578,670	\$34,728,353	\$4,850,317	(\$0)	7/1/2020	8/4/2023	BT 887 \$12,701,439 PECO Appropriation in FY 17-18
MS9	Academic Health Center 2, Rooms	Renovation and Expansion	Renovate/Expand Anatomy Lab Rooms 155-160	\$6,078,978	CF MS Current CF MS Prior Auxiliary MS Total:	<u>2,436,475</u> 604,313 <u>3,038,190</u> \$6,078,978	\$531,314	\$5,547,665	(\$0)	1/13/2022	6/30/2024	

Florida International University

FIXED CAPITAL OUTLAY BUDGET for Fiscal Year 2023-24

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

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CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
MS10	Ambulatory Care Center Facility	Completion of building punch list/close out negotiations		\$9,506,041	CF Prior	\$108,747	\$9,358,037	\$148,004	\$0	8/12/2011	8/4/2023	BT 870 Project completed and financial reconciliation in progress for final closeout
					CF MS Current	\$24,794						
					CF MS Prior	\$273,735						
					PECO	\$134,970						
					Bonds	\$8,511,554						
					Auxiliary MS	<u>\$452,241</u>						
					Total:	9,506,041						
					Subtotal - CF Large Projects:		\$168,737,205	\$88,837,358	\$72,423,972	\$7,475,875		
	State Appropriated Projects ^{4,6}											
	Academic Health Center 3 (a/k/a Nursing and Allied Health)	Nursing Program Building to include classrooms, labs, offices and work areas		\$44,603,031	PECO	\$44,099,402	\$44,519,234	\$83,797	\$0	9/9/2008	12/31/2023	BT 833 Donation funds remaining to be used for FF&E
				Donation	\$303,629							
					Courtellis Match	<u>\$200,000</u>						
					Total:	\$44,603,031						
	Tamiami Residence Hall Building and Outdoor Promenade	Completion of building punch list/close out negotiations		\$99,045,678	CITF	\$3,000,000	\$96,309,113	\$2,736,565	\$0	8/12/2011	8/4/2023	BT 892 Project Completed, 1-year warranty period in effect, and financial reconciliation to be completed
				Auxiliary	\$17,204,027							
					Auxiliary	\$3,869,464						
					Bonds	\$74,947,673						
					CF Prior	<u>\$24,514</u>						
					Total:	99,045,678						
	Recreation Center Expansion	Expanded facility to include indoor basketball/volleyball gym, weight training room, added locker rooms, exterior basketball courts, sand volleyball courts, mezzanine level to include a jogging track, and refresh of the Tropical Smoothie Venue		\$28,523,721	CITF	23,582,443	\$28,428,520	\$95,201	\$0	3/28/2016	12/31/2023	BT 903 Project Completed pending completion of Business Services Tropical Smoothie Venue Area
				Auxiliary	3,462,387							
					Auxiliary	<u>1,478,891</u>						
					Total:	\$28,523,721						
	Graham University Center Expansion	Project will increase the current ballroom footprint and add breakout rooms, green rooms, lounges, and storage space		\$52,793,400	CITF	23,900,295	\$0	\$0	\$23,900,295	TBD	TBD	BT 921 Additional funding required before project can begin
				Auxiliary	<u>0</u>							
					Total:	\$23,900,295						
	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 plus the required road realignment at SW 14th Street on MMC		\$35,861,689	PECO-SFRF	\$3,519,655	\$5,560,627	\$15,809,250	\$14,491,812	3/30/2022	5/31/2025	BT 927 Chapel + BT 929 East Loop Road Realignment includes the \$3,519,655 of PECO-State Fiscal Recovery Funds for the Deferred Building Maintenance Program
				CITF	\$3,000,000							
					Donation	\$25,880,627						
					Auxiliary	\$3,444,286						
					CF Prior	<u>\$17,121</u>						
					Total:	35,861,689						
	MMC North Recreation Field Support Building	To construct a recreational support building to include restrooms, meeting rooms, equipment storage, and offices		\$2,890,927	CITF	<u>\$2,890,927</u>	\$23,017	\$2,867,910	(\$0)	10/1/2020	6/30/2024	BT 933 Includes a new \$1,494,404 CITF Appropriation for FY 23-24
				Total:	\$2,890,927							
	Engineering Building (Phase 2)	New building connected to Phase1 that includes classrooms, teaching labs, study space, research labs, offices, and computer instructional media spaces		\$69,500,000	PECO-ARPA	33,500,000	\$0	\$0	\$69,500,000	7/1/2022	12/31/2026	BT 938 Includes a \$15,150,000 New PECO Supplement for FY 23-24 + \$33,500,000 PECO (ARPA) Appropriation in FY 22-23
				PECO	15,150,000							
					Donations	<u>20,850,000</u>						
					Total:	\$69,500,000						
	MMC Aquatic Center	Construct a new Aquatic Center Facility on the MMC		\$15,860,115	CITF	<u>\$7,000,000</u>	\$0	\$0	\$7,000,000	TBD	TBD	BT 939 Includes \$2,000,000 New CITF supplement for FY 23-24 + \$5,000,000 CITF Appropriation for FY 22-23; Future funding \$500,000 PECO/CITF & \$8,360,115 TBD
				Total:	\$7,000,000							
	Honors College Building	Construct a new Honors College Building on the MMC		\$46,898,527	PECO	<u>\$11,000,000</u>	\$0	\$0	\$11,000,000	TBD	TBD	BT 943 Includes \$11,000,000 New PECO for FY 23-24; Future funding \$35,898,527 TBD
				Total:	\$11,000,000							
	Herbert Wertheim College of Medicine (HWCOM) Academic Health Sciences Clinical Facility	Construct a new HWCOM Academic Health Sciences Clinical Facility on the MMC		\$5,000,000	PECO	<u>\$5,000,000</u>	\$0	\$0	\$5,000,000	TBD	TBD	BT 942 Includes \$5,000,000 New PECO for FY 23-24; Future funding TBD
				Total:	\$5,000,000							
	Soccer and Track Stadium	Construct a new Soccer and Track Stadium on the MMC		\$11,420,000	CITF	<u>\$2,500,000</u>	\$0	\$0	\$2,500,000	TBD	TBD	BT 944 Includes \$2,500,000 New CITF for FY 23-24; Future funding \$8,920,000 TBD
				Total:	\$2,500,000							
	Small Projects All Campuses - Maintenance, Repairs, Renovations, and Site Improvements	Various small PECO infrastructure or maintenance, repair, renovations and small CITF projects throughout the University		\$5,960,407	PECO	5,960,407	\$5,046,015	\$914,392	(\$0)	Various	6/30/2024	BT 936 \$500,000 Sexual Assault Nursing Exam Center; plus PECO - BT 865, BT 867, BT 917, BT 920, & BT 926; and no CITF
				CITF	<u>0</u>							
					Total:	\$5,960,407						
	Green Library Restroom Renovations Floors 4 through 8	Renovation of 10 restrooms including new infrastructure & fixtures, touchless sinks, new flooring/wall tiles, & new exhaust ventilation		\$4,000,000	PECO-SFRF	<u>\$4,000,000</u>	\$0	\$4,000,000	\$0	11/22/2022	6/30/2024	Part of BT 937 PECO-State Fiscal Recovery Funds for the Deferred Building Maintenance Program
				Total:	\$4,000,000							
	All Other Buildings Deferred Maintenance Small Projects	Various buildings deferred maintenance projects throughout the University		\$23,279,000	PECO-SFRF	<u>\$23,279,000</u>	\$856,415	\$7,399,453	\$15,023,132	1/1/2021	12/31/2024	Remainder of BT 937 PECO-State Fiscal Recovery Funds for the Deferred Building Maintenance Program
				Total:	\$23,279,000							

Florida International University

FIXED CAPITAL OUTLAY BUDGET for Fiscal Year 2023-24

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

University Contact: Edward Brozic

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[name]

[email & phone]

CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
					Subtotal - State Appropriated Projects:				\$363,064,748	\$180,742,941	\$33,906,568	
	Non-Appropriated Projects ^{5,6}											
	BBC Hospitality Management Dining Facility	Hospitality Management program including a dining room, kitchen, and labs	\$10,431,477	Auxiliary Donations Total:	4,375,419 <u>6,056,058</u> \$10,431,477	\$9,649,288	\$782,189	\$0	8/9/2010	6/30/2024	BT 855 Budget authority received yearly from Hospitality Management & the FIU Foundation for improvements	
	Management and New Growth Opportunity (a/k/a MANGO)	Mixed-use Auxiliary Building for the College of Business, FIU Online, and Business Services food venues	\$36,586,446	Auxiliary Total:	<u>\$36,586,446</u> \$36,586,446	\$36,370,363	\$216,083	\$0	6/18/2012	6/30/2024	BT 886	
	BBC Frost Museum of Science Batchelor Environmental Center	Holding tanks and fenced cages for wildlife plus a building with classrooms	\$2,351,420	Donations Total:	<u>\$2,351,420</u> \$2,351,420	\$2,172,897	\$178,523	(\$0)	5/26/2016	6/30/2024	BT 913	
	International Center for Tropical Botany (a/k/a ICTB)	Building with classrooms and exterior grounds for the study of botanical plants	\$8,275,309	Auxiliary Donations Total:	2,315,972 <u>5,959,338</u> \$8,275,309	\$6,373,226	\$1,902,083	\$0	2/10/2021	6/30/2024	BT 914	
	Student Health Center Renovation/Expansion	Renovation/Expansion for a third wing of approximately 18,000 sq ft	\$12,676,139	Auxiliary Total:	<u>\$21,735</u> \$21,735	\$0	\$21,735	\$0	3/31/2022	TBD	BT 932 Future Project Funding Pending	
	Lakeview Housing South Building Interior Refresh	New flooring/carpeting, bathroom & kitchen renovations, replace ceiling tiles in hallways, repaint rooms, lobby & offices	\$4,294,343	Auxiliary Total:	<u>\$4,294,343</u> \$4,294,343	\$957,283	\$3,337,060	\$0	10/1/2022	8/31/2023	BT 918 Housing Auxiliary Funding	
	FIU Stadium Kitchen	Construct a new kitchen in the FIU Stadium	\$2,255,074	Auxiliary Total:	<u>\$2,255,074</u> \$2,255,074	\$1,928,025	\$327,049	\$0	9/1/2022	8/31/2023	BT 918 Business Services Auxiliary Funding	
	Graham University Center New Flooring	New flooring project for food court and al other common areas	\$3,207,207	Auxiliary Total:	<u>\$3,207,207</u> \$3,207,207	\$819,981	\$2,387,226	\$0	10/1/2023	8/31/2023	BT 918 Student Affairs/Graham Center Auxiliary Funding	
	All other Auxiliary or Donation Funded Small Projects	Various small projects throughout the University	\$54,841,056	Auxiliary Donations Total:	53,237,919 <u>1,603,136</u> \$54,841,056	\$34,014,671	\$20,826,385	\$0	Various	Various		
	Wertheim Performing Arts Center HVAC Upgrades/Renovations	Change from pneumatic to digital controls, replace VAV boxes and AHU's, and install UV lighting to increase unit sanitization	\$4,379,140	HEERF Total:	<u>\$4,379,140</u> \$4,379,140	\$4,101,917	\$277,223	\$0	3/1/2022	12/31/2023	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses	
	Hospitality Management Building HVAC Upgrades/Renovations	Replacement of 2 interior & 6 rooftop AHU's, replace VAV boxes, and install UV lighting to increase unit sanitization	\$4,049,564	HEERF Total:	<u>\$4,049,564</u> \$4,049,564	\$3,809,641	\$239,922	\$0	5/6/2022	12/31/2023	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses	
	Owa Ehan Building HVAC Upgrades/Renovations	Replacement of 11 interior & 1 rooftop AHU's, replace VAV boxes, and install UV lighting to increase unit sanitization	\$3,935,099	HEERF Total:	<u>\$3,935,099</u> \$3,935,099	\$3,330,150	\$604,949	\$0	6/4/2022	12/31/2023	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses	
	Owa Ehan Building HVAC Upgrades/Renovations	Change from pneumatic to digital controls, replace VAV boxes and AHU's, and install UV lighting to increase unit sanitization	\$2,083,946	HEERF Total:	<u>\$2,083,946</u> \$2,083,946	\$1,277,807	\$806,140	\$0	6/21/2022	12/31/2023	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses	
	Green Library Building HVAC Upgrades/Renovations	Change from pneumatic to digital controls, replace VAV boxes and AHU's, and install UV lighting to increase unit sanitization	\$2,737,000	HEERF Total:	<u>\$2,737,000</u> \$2,737,000	\$1,795,170	\$941,830	\$0	4/8/2022	12/31/2023	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses	
	BBC Academic 2 Building HVAC Upgrades/Renovations	Change from pneumatic to digital controls, replace VAV boxes and 32 AHU's, and install UV lighting to increase unit sanitization	\$3,603,546	HEERF Total:	<u>\$3,603,546</u> \$3,603,546	\$3,103,529	\$500,017	\$0	3/21/2022	12/31/2023	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses	
	All other HEERF HVAC Upgrades/Renovations small projects	Various building HVAC Upgrades & Renovations all campuses	\$7,311,704	HEERF Total:	<u>\$7,311,704</u> \$7,311,704	\$4,500,951	\$2,810,753	\$0	1/20/2022	12/31/2023	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses	
	Subtotal - Non-Appropriated Projects:				\$150,364,067	\$114,204,900	\$36,159,167	(\$0)				
TOTALS:				\$791,351,830	\$696,125,680	\$383,785,198	\$156,152,619	\$156,187,863				

Notes:

1) *Education & General (E&G) Operating Projects* is a consolidated line item of all FCO projects, as defined in Board reg 14.001, funded from current year E&G operating funds. No individual project funded in whole or in part shall exceed \$1M, per Board reg 9.007(3)(a)1.

2) *Carryforward (CF) - Small Projects* is a consolidated line item of all FCO projects with a cost up to \$2M funded in whole or in part from CF funds, pursuant to Board Reg. 14.003(2)(b). Includes replacement of facilities less than 10,000 gross sf. This is a single line item in the FCO budget. For a list of individual projects, refer to the Carryforward Spending Plans (CFSP).

3) *Carryforward (CF) - Large Projects* includes any FCO project funded in whole or in part from CF funds, where total individual FCO project cost exceeds \$2M, pursuant to Board reg. 14.003(2)(c) and expenditure limits described therein. May also be reflected as one of multiple funding sources under categories State Appropriate Projects and Non-Appropriated Projects.

4) *State Appropriated Projects* - this category includes all FCO projects utilizing funds originally appropriated as FCO funds by the State of Florida, notwithstanding criteria in Board regulation 14.001. These funds should never be included in the operating budget. Examples, PECO (including Sum-of-Digits) and CITF. Reference Board reg 14.003(12)(d). For the purpose herein, all projects \$2 million or less can be consolidated into a single line item.

5) *Non-Appropriated Projects* - this category includes all university 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. Reference Board reg 14.003(2)(e). For the purpose herein, all projects \$2 million or less can be consolidated into a single line item.

6) In light of the definition of "board" (s. 1013.01, F.S.), the requirements of s. 1031.61, F.S., the FCO Budget does not apply to those projects acquired, constructed, and owned by a Direct Support Organization or under a Public Private Partnership.



2023-2024 Operating Budget, E&G Carryforward Spending Plan, & Fixed Capital Outlay Budget

University Name: Florida International University

2023-2024 Operating Budget, E&G Carryforward Spending Plan, & Fixed Capital Outlay Budget Certification Representations

I hereby certify to the Board of Governors that the referenced 2023-2024 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 September 14, 2023, 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 2023-2024 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

The 2023 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 must 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 s. [1013.64\(1\)](#) or replacement of a minor facility;

(c) Completion of a remodeling or infrastructure project, including a project for a developmental research school, 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's mission;

(f) Any purpose specified by the board or in the General Appropriations Act, including the requirements in s. [1001.706\(12\)\(c\)](#) or similar requirements pursuant to Board of Governors regulations; 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; s. 3, ch. 2023-95.

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), and the Phosphate Research Trust Fund. 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 [paragraphsection \(3\)\(a\)\(4\)\(4\)](#). ~~The ending E&G carryforward balances can only be used for nonrecurring expenditures.~~ If Aat 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 carryforward 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), Florida Statutes;
 - 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), Florida Statutes, or 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, Florida Statutes;
 - 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, Florida Statutes;
 - e. Operating expenditures that support the university's s mission; ~~and that are nonrecurring;~~
 - f. Any purpose specified by the university board of trustees, including funding dedicated to maintenance reserve escrow accounts pursuant to Board Regulation 14.002 and Section 1001.706(12)(c)1., Florida Statutes, 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, Florida Statutes.

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 carryforward 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)
Enterprise Cybersecurity Resiliency (USF)
[Community School Grant 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 isare 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)~~

(7) 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. The approved or amended E&G Carryforward Spending Plan should be used to track actual E&G Carryforward expenditures during the fiscal year to ensure compliance with the spending plan.

| (89) 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, 8-26-22, 05-10-2023, -XX-XX-XX

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 that 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, as defined in Board Regulation 14.001, funded from current year E&G operating funds. No individual project in this category funded in whole or in part with E&G operating funds shall exceed \$1,000,000, pursuant to Board Regulation 9.007(3)(a)1.

Boards of Trustees may adopt policies requiring more detailed line-item budgeting at the local level.

b. Carryforward (CF) - Small Projects – This category is consolidated and includes all FCO Projects with a total cost up to \$2 million funded in whole or in part from 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 is budgeted as a single identical line in the FCO Budget. This may also be reflected as one of multiple funding sources under categories State Appropriated Projects and Non-Appropriated Projects.

c. Carryforward (CF) – Large Projects – This category includes FCO Projects funded in whole or in part from CF funds, where the total project cost is greater than \$2 million. This may also be reflected as one of multiple funding sources under categories State Appropriated Projects and Non-Appropriated Projects. 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 where the total CF expenditure on the project is up to \$5 million.

- iii. A remodeling or infrastructure project, including a developmental research school, where the total CF expenditure is up to \$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 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. CF Small Projects – Individual new projects up to \$2 million, as well as increases up to \$2 million on individual existing projects, must be approved by the board of trustees or designee.
- c. CF Large Projects – Individual new projects added to the FCO Budget, as well as increases greater than \$2 million in CF expenditures on individual existing projects, require Board of Trustees and Board of Governors approval.
- d. State Appropriated Projects – Individual new projects greater than \$5 million, as well as increases over \$5 million to existing individual projects, require Board of Trustees and Board of Governors approval.
- e. Non-Appropriated Projects – All new projects greater than \$5 million, as well as increases over \$5 million to existing projects, require Board of Trustees and Board of Governors' approval.

(5) FCO Project spending may be reported annually at the end of the fiscal year at the project detail level, in a format specified by the Chancellor.

Authority: Section 7(d), Art. IX, Fla. Const., History—New 5-5-2020, Amended 11-4-2021, Amended 1-25-2023.



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.

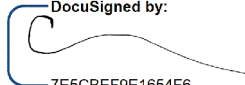
Item name/description: Approval of 2023-24 Educational and General Carryforward Spending Plan, Fixed Capital Outlay Budget, and Related Certification

Funding Source(s): E&G Carryforward, Auxiliary, Bonds, PECO, Courtelis Matching, Federal and other Grants, Capital Improvement Trust Fund (CITF), Donations

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.


Aime Martinez, Chief Financial Officer and
Senior Vice President

8/31/23
Date

DocuSigned by:

7E5CB9E1654F6...
Carlos B. Castillo, General Counsel

9/1/2023
Date

DocuSigned by:

178D526292AA4C1...
Kenneth A. Jessell, President

9/7/2023
Date

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

Finance and Facilities Committee

September 14, 2023

**Subject: Approval of Self-supporting and Market Tuition Rate College-Credit Programs
Annual Reports for 2021-22 and 2022-23**

Proposed Committee Action:

Recommend to The Florida International University Board of Trustees (the BOT) approval of the Florida International University (FIU) Self-supporting and Market Tuition Rate College-Credit Programs Annual Report for 2021-22 and 2022-23 in accordance with State University System of Florida Board of Governors (BOG) Regulation 8.002(4)(c) *Self-supporting and Market Tuition Rate Program and Course Offerings*.

Background Information:

On November 10, 2022, the BOG amended Regulation 8.002 and now requires BOT approval prior to submission of the Annual Report. The Annual Report must include, at a minimum, the following information:

1. *The CIP Code and complete name of each program under which each self-supporting and market tuition rate education program is operating. Additionally, all program majors as defined in Board of Governors Regulation 8.011 must be identified.*
2. *The approval dates for each program's tuition from the university board of trustees and Board of Governors.*
3. *The approved tuition and fees for each program, including costs per credit hour and any additional fees, such that the total cost to the student for each program may be calculated.*
4. *The revenues and expenditures for each degree and major within a college-credit self-supporting or market tuition rate education program.*
5. *Other documentation to demonstrate compliance with this regulation as required.*

The BOG has requested submission of this report by October 1, 2023; documentation of the BOT approval must also be submitted.

In 2021-22, there were 75 programs with enrollment totaling 6,869 students with revenues of \$81,671,544 and expenditures of \$75,784,394. Of these 75 programs, Market Tuition Rate and Self-supporting programs totaled 31 and 44, respectively.

In 2022-23, there were 77 programs with enrollment totaling 6,622 students with revenues of \$69,288,464 and expenditures of \$73,462,273. Of these 77 programs, Market Tuition Rate and Self-supporting programs totaled 31 and 46, respectively.

Supporting Documentation: Self-supporting and Market Tuition Rate College-Credit Programs Annual Report for 2021-22 and 2022-23

BOG Regulation 8.002, *Self-supporting and Market Tuition Rate Program and Course Offerings*

Facilitator/Presenter: Elizabeth M. Bejar

Fiscal Year 2021-2022 Self-Supporting and Market Tuition Rate Report

												Program Start Date		Tuition Rate Per Credit Hour - Resident	Tuition Rate Per Credit Hour - Non-Resident	Program Fees - Resident	Program Fees - Non-Resident
CIP Code (XX.XXXX)	Program Name (in inventory)	Program Level	Program Type	Local Program Name (if different from inventory name)	Major or Track Name (if different)	Program Length	Tuition Type	Mode of Delivery	UBOT Tuition Approval Date	BOG Tuition Approval Date	Term	Year					
3.0201	Natural Resources Management and Policy	Graduate	Master's	Professional Science Masters in Environmental Policy and Management		36 Hours	Market Rate	Face to Face	June-14	November-14	Fall	2015	\$	833.33	\$	833.33	
9.0102	Mass Communication/Media Studies	Graduate	Master's	Master of Science in Mass Communication	Global Strategic Communications	30 Hours	Market Rate	Online	June-11	November-11	Fall	2014	\$	833.33	\$	833.33	
9.0102	Mass Communication/Media Studies	Graduate	Master's	Master of Science in Mass Communication	Global Strategic Communications - Creative Track	39 Hours	Self-supporting	Face to Face	N/A	N/A	Spring	2000	\$	1,021.79	\$	1,021.79	
13.0301	Curriculum and Instruction	Graduate	Master's	Master of Science in Curriculum & Instruction		36 Hours	Market Rate	Online	June-14	November-14	Fall	2014	\$	508.33	\$	508.33	
13.0401	Educational Leadership and Administration, General	Graduate	Master's	Master of Science in Educational Leadership		39 Hours	Self-supporting	Online	N/A	N/A	Fall	2020	\$	544.41	\$	544.41	
13.0406	Higher Education Administration	Graduate	Master's	Masters in Higher Education Administration		36 Hours	Self-supporting	Online	N/A	N/A	Fall	2019	\$	586.89	\$	586.89	
13.1001	Special Education and Teaching, General	Graduate	Master's	Master of Science in Special Education	Autism Endorsement Specialization	36 Hours	Market Rate	Online	June-14	November-14	Fall	2015	\$	508.33	\$	508.33	
14.0901	Computer Engineering, General	Graduate	Master's	Master of Science in Computer Engineering	Network and Security	30 Hours	Market Rate	Online	June-14	November-15	Fall	2016	\$	833.33	\$	833.33	
14.0901	Computer Engineering, General	Graduate	Master's	Master of Science in Computer Engineering		30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$	666.67	\$	666.67	
14.1001	Electrical and Electronics Engineering	Graduate	Master's	Master of Science in Electrical Engineering	Professional Electrical Eng	30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$	666.67	\$	666.67	
14.2701	Systems Engineering	Graduate	Master's	Master of Science in Logistics Engineering		30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2017	\$	700.00	\$	1,000.00	
14.2701	Systems Engineering	Graduate	Master's	Master of Science in Logistics Engineering		30 Hours	Self-supporting	Online			Fall	2018	\$	700.00	\$	1,000.00	
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management	(Overseas)	30 Hours	Market Rate	Online	June-11	November-11	Fall	2012	\$	-	\$	633.33	
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management	Orthotics & Prosthetics	30 Hours	Self-supporting	Online	N/A	N/A	Summer	2016	\$	766.67	\$	766.67	
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management		30 Hours	Market Rate	Online	June-15	November-15	Spring	2016	\$	833.33	\$	833.33	
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management	Professional Track	30 Hours	Market Rate	Face to Face	June-11	November-11	Fall	2012	\$	1,100.00	\$	1,100.00	
15.1001	Construction Engineering Technology/Technician	Graduate	Master's	Master of Science in Construction Management	Construction Mmgt Online	30 Hours	Market Rate	Online	June-11	November-11	Fall	2012	\$	-	\$	700.00	
22.0201	Advanced Legal Research/Studies, General	Graduate	Master's	Juris Master in Law		30 Hours	Self-supporting	Face to Face	N/A	N/A	Summer	2016	\$	824.21	\$	824.21	
30.2001	International/Global Studies	Graduate	Master's	Master of Arts in Global Affairs	International Crime and Justice Track	36 Hours	Market Rate	Online	December-10	November-11	Fall	2012	\$	870.83	\$	870.83	
30.2001	International/Global Studies	Graduate	Master's	Master of Arts in Global Affairs		36 Hours	Market Rate	Face to Face			Fall	2012	\$	870.83	\$	870.83	
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Behavioral Analysis Online	45 Hours	Self-supporting	Online	N/A	N/A	Spring	2021	\$	578.93	\$	578.93	
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Behavioral Analysis	45 Hours	Self-supporting	Hybrid			Fall	2020	\$	594.44	\$	594.44	
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Professional Counseling Psychology Online	60 Hours	Self-supporting	Online	N/A	N/A	Fall	2020	\$	633.45	\$	633.45	
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Counseling Psychology	60 Hours	Market Rate	Face to Face	September-12	November-13	Fall	2014	\$	633.45	\$	633.45	
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Organizational Sciences	36 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$	549.14	\$	549.14	
43.0406	Forensic Science and Technology	Graduate	Master's	Professional Science Masters in Forensic Science		33 Hours	Self-supporting	Online	N/A	N/A	Fall	2013	\$	653.52	\$	653.52	
43.0302	Crisis/Emergency/Disaster Management	Graduate	Master's	Master of Arts in Disaster Management		30 Hours	Market Rate	Face to Face	June-15	November-15	Fall	2016	\$	833.33	\$	833.33	
43.0302	Crisis/Emergency/Disaster Management	Graduate	Master's	Master of Arts in Disaster Management		30 Hours	Self-supporting	Online	N/A	N/A	Spring	2019	\$	663.33	\$	663.33	
44.0401	Public Administration	Graduate	Master's	Executive MPA	Executive	36 Hours	Market Rate	Face to Face	June-12	November-13	Fall	2014	\$	888.89	\$	888.89	
51.0701	Health/Health Care Administration/Management	Graduate	Master's	Master of Health Services Administration		48 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2016	\$	650.00	\$	650.00	
51.0701	Health/Health Care Administration/Management	Graduate	Master's	Master of Health Services Administration		48 Hours	Self-supporting	Online	N/A	N/A	Fall	2017	\$	750.00	\$	750.00	
51.0912	Physician Assistant	Graduate	Master's	Master in Physicians Assistant Studies		92 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$	991.00	\$	1,017.01	\$ 1,841.00
51.0913	Athletic Training/Trainer	Graduate	Doctoral	Doctorate in Athletic Training		48 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2018	\$	700.00	\$	700.00	\$ 1,841.00
51.2201	Public Health, General	Graduate	Master's	Master of Public Health	Generalist	45 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$	600.00	\$	600.00	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Executive	45 Hours	Market Rate	Face to Face	June-10	November-11	Fall	2011	\$	1,066.67	\$	1,155.56	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Flex	42 Hours	Market Rate	Face to Face	June-10	November-11	Fall	2011	\$	1,142.86	\$	1,238.10	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Healthcare Management Online	42 Hours	Market Rate	Online	June-10		Fall	2013	\$	1,426.00	\$	1,426.00	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Healthcare Management	42 Hours	Market Rate	Face to Face	June-10	November-11	Fall	2011	\$	1,238.10	\$	1,285.71	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Downtown	42 Hours	Market Rate	Face to Face	June-10	November-11	Fall	2011	\$	1,142.86	\$	1,238.10	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Professional MBA UC	42 Hours	Market Rate	Online			Fall	2011	\$	1,000.00	\$	1,000.00	
52.0201	Business Administration and Management, General	Graduate	Doctoral	Doctorate of Business Administration		75 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$	989.00	\$	989.00	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	International	45 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$	-	\$	1,044.44	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Weekend	42 Hours	Market Rate	Face to Face			Fall	2019	\$	1,142.86	\$	1,238.10	
52.0203	Logistics, Materials, and Supply Chain Management	Graduate	Master's	Master of Science in Logistics and Supply Chain Management		30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$	933.33	\$	1,000.00	
52.0203	Logistics, Materials, and Supply Chain Management	Graduate	Master's	Master of Science in Logistics and Supply Chain Management		30 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$	933.33	\$	1,000.00	
52.0301	Accounting	Graduate	Master's	Masters in Accounting (MACC)		30 Hours	Self-supporting	Online	June-10	November-11	Fall	2011	\$	980.47	\$	980.47	
52.0301	Accounting	Graduate	Master's	Masters in Accounting (MACC)		30 Hours	Market Rate	Face to Face	N/A	N/A	Spring	2021	\$	1,200.00	\$	1,300.00	
52.0801	Finance, General	Graduate	Master's	Master of Science in Finance		36 Hours	Market Rate	Face to Face	June-11	November-11	Fall	2012	\$	833.33	\$	933.33	
52.0801	Finance, General	Graduate	Master's	Master of Science in Finance		36 Hours	Market Rate	Online			Summer	2020	\$	833.33	\$	933.33	
52.0901	Hospitality Administration/Management, General	Graduate	Master's	Master of Science in Hospitality Management		33 Hours	Market Rate	Online	June-12	November-12	Fall	2013	\$	818.18	\$	818.18	
52.0901	Hospitality Administration/Management, General	Graduate	Master's	Master of Science in Hospitality Management	Executive Masters	30 Hours	Market Rate	Online	June-12	November-12	Fall	2013	\$	750.00	\$	750.00	
52.1001	Human Resources Management/Personnel Administration, General	Graduate	Master's	Master of Science in Human Resource Management		38 Hours	Market Rate	Online	June-13	November-13	Fall	2014	\$	921.05	\$	921.05	
52.1101	International Business/Trade/Commerce	Graduate	Master's	Master of International Business		30 Hours	Market Rate	Face to Face	June-10	March-11	Fall	2011	\$	1,100.00	\$	1,220.00	
52.1101	International Business/Trade/Commerce	Graduate	Master's	Master of International Business		30 Hours	Market Rate	Online	June-10	March-11	Fall	2012	\$	1,100.00	\$	1,100.00	
51.2706	Medical Informatics	Graduate	Master's	Master of Science in Health Informatics and Analytics		36 Hours	Self-supporting	Online	N/A	N/A	Fall	2017	\$	763.89	\$	833.33	
52.1401	Marketing/Marketing Management, General	Graduate	Master's	Master of Science in Marketing		30 Hours	Self-supporting	Face to Face	N/A	N/A	Spring	2016	\$	916.67	\$	1,050.00	
52.1401	Marketing/Marketing Management, General	Graduate	Master's	Master of Science in Marketing		30 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$	916.67	\$	916.67	
52.1502	International Real Estate	Graduate	Master's	Master of Science in International Real Estate	Downtown Miami	30 Hours	Market Rate	Face to Face	September-12	November-13	Fall	2014	\$	933.33	\$	1,000.00	
52.1502	International Real Estate	Graduate	Master's	Master of Science in International Real Estate	Intl Real Estate Online	30 Hours	Market Rate	Online	September-12	November-13	Fall	2014	\$	933.33	\$	1,000.00	
52.0901	Hospitality Administration/Management, General	Undergraduate	Bachelor's	Bachelor of Science in Hospitality and Tourism Management	FIU-Tianjin University of Commerce (TUC) Dual Degree	60 Hours	Self-supporting	Face-to-Face	N/A	N/A	Spring	2004		-	\$	178.29	

Fiscal Year 2021-2022 Self-Supporting and Market Tuition Rate Report

CIP Code (XX.XXXX)	Program Name (in inventory)	Program Level	Program Type	Local Program Name (if different from inventory name)	Major or Track Name (if different)	Program Length	Tuition Type	Mode of Delivery	UBOT Tuition Approval Date	BOG Tuition Approval Date	Program Start Date		Tuition Rate Per Credit Hour - Resident	Tuition Rate Per Credit Hour - Non-Resident	Program Fees - Resident	Program Fees - Non-Resident
											Term	Year				
14.1001	Electrical and Electronics Engineering	Undergraduate	Bachelor's	Bachelor of Science in Electrical Engineering	FIU-Engineering -Hebei University of Technology (HEBUT) Dual Degree	45 Hours	Self-supporting	Face-to-Face	N/A	N/A	Summer	2021	See comment.	See comment.		
16.0905	Bachelor of Arts Spanish	Undergraduate	Bachelor's	Bachelor of Arts Spanish	FIU-SIPA-Qingdao University Dual Degree	36 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2014		\$ 118.21		
52.1301	Management Science	Graduate	Master's	Master of Business Administration	Business Analytics	45 Hours	Self-supporting	Face-to-Face			Fall	2021	\$ 900.00	\$ 900.00		
15.9999	Engineering Related Technol./Tech., Other	Graduate	Master's	Master of Science in Internet of Things		30 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2021	\$ 666.67	\$ 666.67		
11.0501	Computer Systems Analysis/Analyst	Graduate	Master's	Master of Science in Information System	Out of state	33 Hours	Self-supporting	Face-to-Face			Fall	2019		\$ 1,116.67		
52.1004	Labor Studies	Undergraduate	Certificate	Certificate in Conflict and Dispute Resolution		18 hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2009	\$205.57	\$205.57		
52.1004	Labor Studies	Undergraduate	Certificate	Certificate in Conflict and Dispute Resolution (2.0)		18 hours	Self-supporting	Online	N/A	N/A	Fall	2009	\$235.57	\$235.57		
52.1002	Labor and Industrial Relation	Undergraduate	Certificate	Certificate in Labor Studies		18 hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2009	\$205.57	\$205.57		
52.1002	Labor and Industrial Relation	Undergraduate	Certificate	Certificate in Labor Studies (2.0)		18 hours	Self-supporting	Online	N/A	N/A	Fall	2009	\$235.57	\$235.57		
52.1004	Labor Studies	Graduate	Certificate	Graduate Certificate in Conflict Resolution and Consensus Building		15 hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2014	\$455.64	\$455.64		
52.2101	Telecommunications Management	Undergraduate	Certificate	Cybersecurity Intelligence and Information Policy Certificate		18 hours	Self-supporting	Online	N/A	N/A			\$235.57	\$235.57		
52.2101	Telecommunications Management	Graduate	Certificate	Cybersecurity Intelligence and Information Policy Certificate		18 hours	Self-supporting	Online	N/A	N/A			\$485.64	\$485.64		
45.1001	Politcal Science and Government, General	Undergraduate	Certificate	National Security Studies		18 hours	Self-supporting	Online	N/A	N/A	Fall	2015	\$235.57	\$235.57		
45.1001	Politcal Science and Government, General	Graduate	Certificate	National Security Studies		18 hours	Self-supporting	Online	N/A	N/A	Fall	2015	\$485.64	\$485.64		
26.0102	Molecular and Biomedical Sciences	Graduate	Certificate	Molecular and Biomedical Sciences		20 hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2016	\$1,027.71	\$1,027.71		

Fiscal Year 2021-2022 Self-Supporting and Market Tuition											
CIP Code (XX.XXXX)	Program Name (in inventory)	Resident Enrollment	Non-Resident Enrollment	Degree/Program Completions	Revenues	Expenditures	Comparable E&G Program?	Program Name	Degree/Program Level	CIP Code (XX.XXXX)	Additional Comments (if any)
											Deactivated Summer 2022 due to undergoing curriculum review and revision with anticipated reactivation Fall 2023. Reduction in credits and program cost. Additional revenue source from HEERF for 2021-2022.
3.0201	Natural Resources Management and Policy	9	1	10	\$ 264,648.27	\$ 122,289.10	No				
9.0102	Mass Communication/Media Studies	113	27	73	\$ 1,345,102.14	\$ 1,240,984.96	Yes	Global Strategic Communication	Masters	9.0102	
9.0102	Mass Communication/Media Studies	31	35	21	\$ 462,900.00	\$ 416,341.81	Yes	Global Strategic Communication	Masters	9.0102	
13.0301	Curriculum and Instruction	71	10	51	\$ 806,894.55	\$ 1,076,998.09	Yes	Curriculum and Instruction	Masters	13.0301	
13.0401	Educational Leadership and Administration, General	31	1	13	\$ 337,025.00	\$ 340,511.42	Yes	Educational Leadership	Masters	13.0401	
13.0406	Higher Education Administration	55	9	32	\$ 590,524.94	\$ 710,199.78	Yes	Higher Education Administration	Masters	13.0406	
13.1001	Special Education and Teaching, General	43	7	27	\$ 401,117.90	\$ 396,243.14	Yes	Special Education	Masters	13.1001	Additional revenue source from HEERF for 2021-2022.
14.0901	Computer Engineering, General	27	14	13	\$ 413,171.55	\$ 342,155.56	Yes	Computer Engineering	Masters	14.0901	Additional revenue source from HEERF for 2021-2022.
14.0901	Computer Engineering, General	10	12	6	\$ 1,840.00	\$ 1,374.18	Yes	Computer Engineering	Masters	14.0901	
14.1001	Electrical and Electronics Engineering	2	3	3	\$ 30,307.62	\$ 5,013.42	Yes	Electrical Engineering	Masters	14.1001	Additional revenue source from HEERF for 2021-2022.
14.2701	Systems Engineering	9	6	5	\$ 91,408.39	\$ 89,799.19	No				Revenues/expenditure are for the combined face-to-face and online modes of delivery.
14.2701	Systems Engineering	4	3	3	\$ -	\$ -	No				Revenues/expenditure are included in the line above
											Modality changed to Online due to COVID and post COVID travel concerns. Additional revenue source from HEERF for 2021-2022.
15.1501	Engineering/Industrial Management		12	11	\$ 258,677.90	\$ 264,086.29	No				
15.1501	Engineering/Industrial Management	0	0	0	\$ 15,685.88	\$ 22,356.08	No				
15.1501	Engineering/Industrial Management	82	17	38	\$ 1,128,903.48	\$ 1,088,576.78	Yes	Engineering Management	Masters	15.1501	
15.1501	Engineering/Industrial Management	8	15	14	\$ 614,200.68	\$ 526,582.65	No				Additional revenue source from HEERF for 2021-2022.
15.1001	Construction Engineering Technology/Technician	0	8	1	\$ 129,720.25	\$ 160,719.84	No				
22.0201	Advanced Legal Research/Studies, General	21	21	17	\$ 492,756.17	\$ 350,773.92	No				
30.2001	International/Global Studies	83	7	26	\$ 1,242,029.14	\$ 648,432.70	No				
30.2001	International/Global Studies	52	8	36	\$ 601,050.77	\$ 643,686.39	No				
42.0101	Psychology, General	19	0	0	\$ 119,945.49	\$ 39,822.38	No				
42.0101	Psychology, General	73	2	42	\$ 962,974.86	\$ 959,216.86	No				
42.0101	Psychology, General	33	4	0	\$ 120,347.48	\$ 48,625.65	No				
42.0101	Psychology, General	69	2	23	\$ 1,123,876.78	\$ 1,504,119.89	No				
42.0101	Psychology, General	41	7	21	\$ 380,696.58	\$ 379,330.02	No				
43.0406	Forensic Science and Technology	23	12	16	\$ 243,499.60	\$ 270,569.93	No				
43.0302	Crisis/Emergency/Disaster Management	44	4	28	\$ 1,003,617.60	\$ 674,454.29	No				Additional revenue source from HEERF for 2021-2022.
43.0302	Crisis/Emergency/Disaster Management	48	11	23	\$ 546,333.91	\$ 353,052.71	No				
44.0401	Public Administration	12	0	12	\$ 414,488.56	\$ 315,881.44	Yes	Public Administration	Masters	44.0401	Additional revenue source from HEERF for 2021-2022.
51.0701	Health/Health Care Administration/Management	51	9	14	\$ 684,911.63	\$ 697,450.89	No				Additional revenue source from HEERF for 2021-2022.
51.0701	Health/Health Care Administration/Management	195	19	61	\$ 2,418,869.91	\$ 2,631,205.41	No				
											The program specific fees includes Professional Development Orientation Seminar Seat Deposit, Disability Insurance, Medical equipment kit, and American Databank (registration, background check, and drug screen).
51.0912	Physician Assistant	110	25	41	\$ 3,748,819.84	\$ 3,133,242.84	No				
51.0913	Athletic Training/Trainer	12	24	7	\$ 389,167.35	\$ 513,728.11	No				
51.2201	Public Health, General	95	48	28	\$ 1,315,244.26	\$ 996,491.09	Yes	Public Health, General	Masters	51.2201	
52.0201	Business Administration and Management, General	44	8	26	\$ 1,168,020.60	\$ 1,043,679.71	No				
52.0201	Business Administration and Management, General	143	44	82	\$ 3,493,674.35	\$ 3,145,610.33	No				Additional revenue source from HEERF for 2021-2022.
52.0201	Business Administration and Management, General	71	21	51	\$ 2,792,035.67	\$ 2,518,379.79	No				Additional revenue source from HEERF for 2021-2022.
52.0201	Business Administration and Management, General	55	9	41	\$ 2,043,183.27	\$ 1,616,732.26	No				Additional revenue source from HEERF for 2021-2022.
52.0201	Business Administration and Management, General	80	9	49	\$ 2,059,597.17	\$ 1,709,023.62	No				Additional revenue source from HEERF for 2021-2022.
52.0201	Business Administration and Management, General	723	210	320	\$ 13,767,668.36	\$ 12,720,917.63	No				Additional revenue source from HEERF for 2021-2022.
52.0201	Business Administration and Management, General	72	34	22	\$ 1,890,468.02	\$ 1,999,014.91	Yes	Ph.D in Business Administration	Doctoral	52.0201	
											Additional revenue source from HEERF for 2021-2022. Out of state students do not have a choice to enroll in a comparable E&G program.
52.0201	Business Administration and Management, General		31	51	\$ 813,260.65	\$ 614,201.35	No				
52.0201	Business Administration and Management, General	48	0	21	\$ 1,030,257.28	\$ 1,163,582.47	No				
52.0203	Logistics, Materials, and Supply Chain Management	104	23	58	\$ 1,556,497.25	\$ 1,746,734.31	No				
52.0203	Logistics, Materials, and Supply Chain Management	57	37	22	\$ 1,627,184.33	\$ 1,507,388.02	No				
52.0301	Accounting	99	3	42	\$ 1,544,411.79	\$ 1,418,612.89	No				Additional revenue source from HEERF for 2021-2022.
52.0301	Accounting	91	10	50	\$ 2,198,410.05	\$ 1,537,107.42	No				Additional revenue source from HEERF for 2021-2022.
52.0801	Finance, General	102	35	70	\$ 1,885,692.69	\$ 2,033,782.98	No				
52.0801	Finance, General	76	13	25	\$ 1,458,726.96	\$ 1,279,848.49	No				
											Additional revenue source from HEERF for 2021-2022. Revenues/expenditure include the Executive Masters referenced in the line below.
52.0901	Hospitality Administration/Management, General	91	58	64	\$ 1,603,841.38	\$ 1,600,401.54	Yes	Hospitality Management	Masters	52.0901	
52.0901	Hospitality Administration/Management, General	8	7	12	\$ -	\$ -	Yes	Hospitality Management	Masters	52.0901	Revenues/expenditure are reflected in the line above.
	Human Resources Management/Personnel Administration, General	90	12	44	\$ 1,448,791.84	\$ 1,857,695.08	Yes	MS Human Resource	Masters	52.1001	
52.1101	International Business/Trade/Commerce	55	42	48	\$ 1,727,839.40	\$ 1,482,585.12	No				
52.1101	International Business/Trade/Commerce	26	17	21	\$ 639,579.91	\$ 692,688.85	No				
51.2706	Medical Informatics	38	7	21	\$ 787,734.22	\$ 700,849.76	No				Additional revenue source from HEERF for 2021-2022.
52.1401	Marketing/Marketing Management, General	97	57	72	\$ 2,657,059.15	\$ 2,441,652.54	No				Additional revenue source from HEERF for 2021-2022.
52.1401	Marketing/Marketing Management, General	79	29	54	\$ 1,569,825.31	\$ 1,579,310.25	No				Additional revenue source from HEERF for 2021-2022.
52.1502	International Real Estate	64	44	54	\$ 1,576,405.44	\$ 1,708,414.95	No				
52.1502	International Real Estate	45	63	53	\$ 1,343,595.03	\$ 1,726,730.93	No				
52.0901	Hospitality Administration/Management, General	0	683	224	\$ 1,402,954.70	\$ 1,098,659.74	Yes	Hospitality Administration/Management	Bachelors	52.0901	Effective June 19, 2023, the supplemental agreement with Tianjin University of Commerce for a dual degree program, B.S. in Hospitality Management, was terminated. The program is in TEACH OUT with the last instruction in China to be completed by November 30, 2023.

Fiscal Year 2021-2022 Self-Supporting and Market Tuition											
							Comparable E&G Program				Additional Comments (if any)
CIP Code (XX.XXXX)	Program Name (in inventory)	Resident Enrollment	Non-Resident Enrollment	Degree/Program Completions	Revenues	Expenditures	Comparable E&G Program?	Program Name	Degree/Program Level	CIP Code (XX.XXXX)	
14.1001	Electrical and Electronics Engineering	0	96	0	\$ 234,041.29	\$ 1,144.06	Yes	Electrical and Electronics Engineering	Bachelors	14.1001	Effective December 8, 2022, FIU terminated its B.S. in Electrical Engineering dual degree program with Hebei University of Technology. As of such date, FIU has been operating under a teach-out plan whereby current FIU enrolled (Fall 2023) senior students are completing their degree requirements as regular self-paying international transfer students at FIU in Miami, Florida, or online (paying non-resident tuition). As of Spring 2023 semester FIU has no longer been teaching in China. The terminated agreement had stipulated that FIU would receive 50% of the tuition rate for the previous China teaching stage. (\$236.41 per credit for an average of 16 FIU credits per student per year). In terms of the USA teaching stage, the terminated agreement had the tuition set at \$475 per credit for 35 FIU credits for Seniors.
16.0905	Bachelor of Arts Spanish	0	60	59	\$ 605,070.73	\$ 383,111.60	Yes	Bachelor of Arts Spanish	Bachelors	16.0905	Effective April 6, 2023, FIU terminated its B.A. in Spanish dual degree program with Qingdao University. As of such date, FIU has been operating under a teach-out plan whereby current FIU enrolled (Fall 2023) senior students will complete their degree requirements by November 30, 2023, and will be granted a B.A. degree, effective Fall 2023.
52.1301	Management Science	15	12	0	\$ 469,530.00	\$ 366,697.42	No				
15.9999	Engineering Related Technol./Tech., Other	12	7	0	\$ 199,202.09	\$ 71,992.73	No				
11.0501	Computer Systems Analysis/Analyst	136	60	89	\$ 1,022,972.41	\$ 1,106,862.79	No				Out of state students do not have a choice to enroll in a comparable E&G program.
52.1004	Labor Studies	24	2	13	\$ 1,283,793.42	\$ 907,240.51	No				
52.1004	Labor Studies	79	27	6	\$ -	\$ -	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.1002	Labor and Industrial Relation	25	0	8	\$ -	\$ -	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.1002	Labor and Industrial Relation	6	3	0	\$ -	\$ -	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.1004	Labor Studies	103	29	46	\$ -	\$ -	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.2101	Telecommunications Management	95	2	17	\$ 63,044.85	\$ 38,665.79	No				
52.2101	Telecommunications Management	0	0	0	\$ -	\$ -	No				Revenues/expenditures are reflected under the Cybersecurity Intelligence and Information Policy Certificate local program
45.1001	Political Science and Government, General	259	12	84	\$ 79,424.76	\$ 99,412.46	No				
45.1001	Political Science and Government, General	25	0	2	\$ -	\$ -	No				Revenues/expenditures are reflected under the National Security Studies Certificate local program
26.0102	Molecular and Biomedical Sciences	38	19	27	\$ 926,990.73	\$ 901,344.74	No				

Fiscal Year 2022-2023 Self-Supporting and Market Tuition Rate Report

												Program Start Date						
CIP Code (XX.XXXX)	Program Name (in inventory)	Program Level	Program Type	Local Program Name (if different from inventory name)	Major or Track Name (if different)	Program Length	Tuition Type	Mode of Delivery	UBOT Tuition Approval Date	BOG Tuition Approval Date	Term	Year	Tuition Rate Per Credit Hour - Resident	Tuition Rate Per Credit Hour - Non-Resident	Program Fees - Resident	Program Fees - Non-Resident		
3.0201	Natural Resources Management and Policy	Graduate	Master's	Professional Science Masters in Environmental Policy and Management		36 Hours	Market Rate	Face to Face	June-14	November-14	Fall	2015	\$ 833.33	\$ 833.33				
9.0102	Mass Communication/Media Studies	Graduate	Master's	Master of Science in Mass Communication	Global Strategic Communications	30 Hours	Market Rate	Online	June-11	November-11	Fall	2014	\$ 833.33	\$ 833.33				
9.0102	Mass Communication/Media Studies	Graduate	Master's	Master of Science in Mass Communication	Global Strategic Communications - Creative Track	39 Hours	Self-supporting	Face to Face	N/A	N/A	Spring	2000	\$ 1,021.79	\$ 1,021.79				
13.0301	Curriculum and Instruction	Graduate	Master's	Master of Science in Curriculum & Instruction		36 Hours	Market Rate	Online	June-14	November-14	Fall	2014	\$ 508.33	\$ 508.33				
13.0401	Educational Leadership and Administration, General	Graduate	Master's	Master of Science in Educational Leadership		39 Hours	Self-supporting	Online	N/A	N/A	Fall	2020	\$ 544.41	\$ 544.41				
13.0406	Higher Education Administration	Graduate	Master's	Masters in Higher Education Administration		36 Hours	Self-supporting	Online	N/A	N/A	Fall	2019	\$ 586.89	\$ 586.89				
13.1001	Special Education and Teaching, General	Graduate	Master's	Master of Science in Special Education	Autism Endorsement Specialization	36 Hours	Market Rate	Online	June-14	November-14	Fall	2015	\$ 508.33	\$ 508.33				
14.0901	Computer Engineering, General	Graduate	Master's	Master of Science in Computer Engineering	Network and Security	30 Hours	Market Rate	Online	June-14	November-15	Fall	2016	\$ 833.33	\$ 833.33				
14.0901	Computer Engineering, General	Graduate	Master's	Master of Science in Computer Engineering		30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$ 666.67	\$ 666.67				
14.1001	Electrical and Electronics Engineering	Graduate	Master's	Master of Science in Electrical Engineering	Professional Electrical Eng	30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$ 666.67	\$ 666.67				
14.2701	Systems Engineering	Graduate	Master's	Master of Science in Logistics Engineering		30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2017	\$ 700.00	\$ 1,000.00				
14.2701	Systems Engineering	Graduate	Master's	Master of Science in Logistics Engineering		30 Hours	Self-supporting	Online			Fall	2018	\$ 833.33	\$ 833.33				
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management	(Overseas)	30 Hours	Market Rate	Online	June-11	November-11	Fall	2012	\$ -	\$ 633.33				
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management	Orthotics & Prosthetics	30 Hours	Self-supporting	Online	N/A	N/A	Summer	2016	\$ 766.67	\$ 766.67				
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management		30 Hours	Market Rate	Online	June-15	November-15	Spring	2016	\$ 833.33	\$ 833.33				
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management	Professional Track	30 Hours	Market Rate	Face to Face	June-11	November-11	Fall	2012	\$ 1,100.00	\$ 1,100.00				
15.1001	Construction Engineering Technology/Technician	Graduate	Master's	Master of Science in Construction Management	Construction Mmgt Online	30 Hours	Market Rate	Online	June-11	November-11	Fall	2012	\$ -	\$ 700.00				
22.0201	Advanced Legal Research/Studies, General	Graduate	Master's	Juris Master in Law		30 Hours	Self-supporting	Face to Face	N/A	N/A	Summer	2016	\$ 824.21	\$ 824.21				
30.2001	International/Global Studies	Graduate	Master's	Master of Arts in Global Affairs	International Crime and Justice Track	36 Hours	Market Rate	Online	December-10	November-11	Fall	2012	\$ 870.83	\$ 870.83				
30.2001	International/Global Studies	Graduate	Master's	Master of Arts in Global Affairs		36 Hours	Market Rate	Face to Face			Fall	2012	\$ 870.83	\$ 870.83				
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Behavioral Analysis Online	45 Hours	Self-supporting	Online	N/A	N/A	Spring	2021	\$ 578.93	\$ 578.93				
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Behavioral Analysis	45 Hours	Self-supporting	Hybrid			Fall	2020	\$ 594.44	\$ 594.44				
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Professional Counseling Psychology Online	60 Hours	Self-supporting	Online	N/A	N/A	Fall	2020	\$ 633.45	\$ 633.45				
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Counseling Psychology	60 Hours	Market Rate	Face to Face	September-12	November-13	Fall	2014	\$ 633.45	\$ 633.45				
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Organizational Sciences	36 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$ 549.14	\$ 549.14				
43.0406	Forensic Science and Technology	Graduate	Master's	Professional Science Masters in Forensic Science		33 Hours	Self-supporting	Online	N/A	N/A	Fall	2013	\$ 653.52	\$ 653.52				
43.0302	Crisis/Emergency/Disaster Management	Graduate	Master's	Master of Arts in Disaster Management		30 Hours	Market Rate	Face to Face	June-15	November-15	Fall	2016	\$ 833.33	\$ 833.33				
43.0302	Crisis/Emergency/Disaster Management	Graduate	Master's	Master of Arts in Disaster Management		30 Hours	Self-supporting	Online	N/A	N/A	Spring	2019	\$ 663.33	\$ 663.33				
44.0401	Public Administration	Graduate	Master's	Executive MPA	Executive	36 Hours	Market Rate	Face to Face	June-12	November-13	Fall	2014	\$ 888.89	\$ 888.89				
51.0701	Health/Health Care Administration/Management	Graduate	Master's	Master of Health Services Administration		48 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2016	\$ 650.00	\$ 650.00				
51.0701	Health/Health Care Administration/Management	Graduate	Master's	Master of Health Services Administration		48 Hours	Self-supporting	Online	N/A	N/A	Fall	2017	\$ 750.00	\$ 750.00				
51.0912	Physician Assistant	Graduate	Master's	Master in Physicians Assistant Studies		92 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$ 991.00	\$ 1,017.01	\$ 1,841.00	\$ 1,841.00		
51.0913	Athletic Training/Trainer	Graduate	Doctoral	Doctorate in Athletic Training		48 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2018	\$ 700.00	\$ 700.00				
51.2201	Public Health, General	Graduate	Master's	Master of Public Health	Generalist	45 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$ 600.00	\$ 600.00				
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Executive	45 Hours	Market Rate	Face to Face	June-10	November-11	Fall	2011	\$ 1,066.67	\$ 1,155.56				
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Flex	42 Hours	Market Rate	Face to Face	June-10	November-11	Fall	2011	\$ 1,142.86	\$ 1,238.10				
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Healthcare Management Online	42 Hours	Market Rate	Online	June-10		Fall	2013	\$ 1,426.00	\$ 1,426.00				
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Healthcare Management	42 Hours	Market Rate	Face to Face	June-10	November-11	Fall	2011	\$ 1,238.10	\$ 1,285.71				
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Downtown	42 Hours	Market Rate	Face to Face	June-10	November-11	Fall	2011	\$ 1,142.86	\$ 1,238.10				
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Professional MBA UC	42 Hours	Market Rate	Online			Fall	2011	\$ 1,000.00	\$ 1,000.00				
52.0201	Business Administration and Management, General	Graduate	Doctoral	Doctorate of Business Administration		75 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$ 989.00	\$ 989.00				
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	International	45 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$ -	\$ 1,044.44				
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Weekend	42 Hours	Market Rate	Face to Face			Fall	2019	\$ 1,142.86	\$ 1,238.10				
52.0203	Logistics, Materials, and Supply Chain Management	Graduate	Master's	Master of Science in Logistics and Supply Chain Management		30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$ 933.33	\$ 1,000.00				
52.0203	Logistics, Materials, and Supply Chain Management	Graduate	Master's	Master of Science in Logistics and Supply Chain Management		30 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$ 933.33	\$ 1,000.00				
52.0301	Accounting	Graduate	Master's	Masters in Accounting (MACC)		30 Hours	Self-supporting	Online	June-10	November-11	Fall	2011	\$ 980.47	\$ 980.47				
52.0301	Accounting	Graduate	Master's	Masters in Accounting (MACC)		30 Hours	Market Rate	Face to Face	N/A	N/A	Spring	2021	\$ 1,200.00	\$ 1,300.00				
52.0801	Finance, General	Graduate	Master's	Master of Science in Finance		36 Hours	Market Rate	Face to Face	June-11	November-11	Fall	2012	\$ 833.33	\$ 933.33				
52.0801	Finance, General	Graduate	Master's	Master of Science in Finance		36 Hours	Market Rate	Online			Summer	2020	\$ 833.33	\$ 933.33				
52.0901	Hospitality Administration/Management, General	Graduate	Master's	Master of Science in Hospitality Management		33 Hours	Market Rate	Online	June-12	November-12	Fall	2013	\$ 818.18	\$ 818.18				
52.0901	Hospitality Administration/Management, General	Graduate	Master's	Master of Science in Hospitality Management	Executive Masters	30 Hours	Market Rate	Online	June-12	November-12	Fall	2013	\$ 750.00	\$ 750.00				
52.1001	Human Resources Management/Personnel Administration, General	Graduate	Master's	Master of Science in Human Resource Management		38 Hours	Market Rate	Online	June-13	November-13	Fall	2014	\$ 921.05	\$ 921.05				
52.1101	International Business/Trade/Commerce	Graduate	Master's	Master of International Business		30 Hours	Market Rate	Face to Face	June-10	March-11	Fall	2011	\$ 1,100.00	\$ 1,220.00				
52.1101	International Business/Trade/Commerce	Graduate	Master's	Master of International Business		30 Hours	Market Rate	Online	June-10	March-11	Fall	2012	\$ 1,100.00	\$ 1,100.00				
51.2706	Medical Informatics	Graduate	Master's	Master of Science in Health Informatics and Analytics		36 Hours	Self-supporting	Online	N/A	N/A	Fall	2017	\$ 763.89	\$ 833.33				
52.1401	Marketing/Marketing Management, General	Graduate	Master's	Master of Science in Marketing		30 Hours	Self-supporting	Face to Face	N/A	N/A	Spring	2016	\$ 916.67	\$ 1,050.00				
52.1401	Marketing/Marketing Management, General	Graduate	Master's	Master of Science in Marketing		30 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$ 916.67	\$ 916.67				
52.1502	International Real Estate	Graduate	Master's	Master of Science in International Real Estate	Downtown Miami	30 Hours	Market Rate	Face to Face	September-12	November-13	Fall	2014	\$ 933.33	\$ 1,000.00				
52.1502	International Real Estate	Graduate	Master's	Master of Science in International Real Estate	Intl Real Estate Online	30 Hours	Market Rate	Online	September-12	November-13	Fall	2014	\$ 933.33	\$ 1,000.00				
52.0901	Hospitality Administration/Management, General	Undergraduate	Bachelor's	Bachelor of Science in Hospitality and Tourism Management	FIU-Tianjin University of Commerce (TUC) Dual Degree	60 Hours	Self-supporting	Face-to-Face	N/A	N/A	Spring	2004	-	\$ 178.29				
14.1001	Electrical and Electronics Engineering	Undergraduate	Bachelor's	Bachelor of Science in Electrical Engineering	FIU-Engineering -Hebei University of Technology (HEBUT) Dual Degree	51 Hours	Self-supporting	Face-to-Face	N/A	N/A	Summer	2021	See comment	See Comment				

Fiscal Year 2022-2023 Self-Supporting and Market Tuition Rate Report

											Program Start Date		Tuition Rate Per Credit Hour - Resident	Tuition Rate Per Credit Hour - Non-Resident	Program Fees - Resident	Program Fees - Non-Resident
CIP Code (XX.XXXX)	Program Name (in inventory)	Program Level	Program Type	Local Program Name (if different from inventory name)	Major or Track Name (if different)	Program Length	Tuition Type	Mode of Delivery	UBOT Tuition Approval Date	BOG Tuition Approval Date	Term	Year				
16.0905	Bachelor of Arts Spanish	Undergraduate	Bachelor's	Bachelor of Arts Spanish	FIU-SIPA-Qingdao University Dual Degree	36 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2014		\$ 118.21		
52.1301	Management Science	Graduate	Master's	Master of Business Administration	Business Analytics	45 Hours	Self-supporting	Face-to-Face			Fall	2021	\$ 900.00	\$ 900.00		
15.9999	Engineering Related Technol./Tech., Other	Graduate	Master's	Master of Science in Internet of Things		30 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2021	\$ 666.67	\$ 666.67		
11.0501	Computer Systems Analysis/Analyst	Graduate	Master's	Master of Science in Information System		33 Hours	Self-supporting	Face-to-Face			Fall	2019		\$ 1,116.67		
52.1004	Labor Studies	Undergraduate	Certificate	Certificate in Conflict and Dispute Resolution		18 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2009	\$ 205.57	\$ 205.57		
52.1004	Labor Studies	Undergraduate	Certificate	Certificate in Conflict and Dispute Resolution (2.0)		18 Hours	Self-supporting	Online	N/A	N/A	Fall	2009	\$ 235.57	\$ 235.57		
52.1002	Labor and Industrial Relation	Undergraduate	Certificate	Certificate in Labor Studies		18 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2009	\$ 205.57	\$ 205.57		
52.1002	Labor and Industrial Relation	Undergraduate	Certificate	Certificate in Labor Studies (2.0)		18 Hours	Self-supporting	Online	N/A	N/A	Fall	2009	\$ 235.57	\$ 235.57		
52.1004	Labor Studies	Graduate	Certificate	Graduate Certificate in Conflict Resolution and Consensus Building		15 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2014	\$ 455.64	\$ 455.64		
52.2101	Telecommunications Management	Undergraduate	Certificate	Cybersecurity Intelligence and Information Policy Certificate		18 Hours	Self-supporting	Online	N/A	N/A			\$ 235.57	\$ 235.57		
52.2101	Telecommunications Management	Graduate	Certificate	Cybersecurity Intelligence and Information Policy Certificate		18 Hours	Self-supporting	Online	N/A	N/A			\$ 485.64	\$ 485.64		
45.1001	Politcal Science and Government, General	Undergraduate	Certificate	National Security Studies		18 Hours	Self-supporting	Online	N/A	N/A	Fall	2015	\$ 235.57	\$ 235.57		
45.1001	Politcal Science and Government, General	Graduate	Certificate	National Security Studies		18 Hours	Self-supporting	Online	N/A	N/A	Fall	2015	\$ 485.64	\$ 485.64		
26.0102	Molecular and Biomedical Sciences	Graduate	Certificate	Molecular and Biomedical Sciences		20 hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2016	\$ 1,027.71	\$ 1,027.71		
13.0603	Measurement & Statistics	Graduate	Master's	Master of Science in Research, Design & Analysis Online		30 Hours	Self-supporting	Online		March-21	Spring	2023	\$ 588.80	\$ 588.80		
13.1306	Foreign Language Teacher Education	Graduate	Master's	Master of Science in Foreign Language Education	Teaching in Challenging Context	30 Hours	Self-supporting	Online	N/A	N/A	Fall	2022	\$ 588.80	\$ 588.80		

Fiscal Year 2022-2023 Self-Supporting and Market Tuition											
CIP Code (XX.XXXX)	Program Name (in inventory)	Resident Enrollment	Non-Resident Enrollment	Degree/Program Completions	Revenues	Expenditures	Comparable E&G Program				Additional Comments (if any)
							Comparable E&G Program?	Program Name	Degree/Program Level	CIP Code (XX.XXXX)	
3.0201	Natural Resources Management and Policy	0	0	0	\$ -	\$ 213,159.47	No				Reduction in credits and program cost.
9.0102	Mass Communication/Media Studies	81	14	52	\$ 789,203.64	\$ 1,035,685.32	Yes	Global Strategic Communication	Masters	9.0102	
9.0102	Mass Communication/Media Studies	26	29	20	\$ 357,381.48	\$ 402,479.31	Yes	Global Strategic Communication	Masters	9.0102	
13.0301	Curriculum and Instruction	50	8	27	\$ 759,787.19	\$ 700,514.29	Yes	Curriculum and Instruction	Masters	13.0301	
13.0401	Educational Leadership and Administration, General	39	0	16	\$ 375,150.00	\$ 334,078.77	Yes	Educational Leadership	Masters	13.0401	
13.0406	Higher Education Administration	50	5	31	\$ 321,253.45	\$ 437,573.17	Yes	Higher Education Administration	Masters	13.0406	
13.1001	Special Education and Teaching, General	30	7	18	\$ 250,195.62	\$ 274,296.41	Yes	Special Education	Masters	13.1001	
14.0901	Computer Engineering, General	37	11	16	\$ 415,999.17	\$ 509,381.79	Yes	Computer Engineering	Masters	14.0901	
14.0901	Computer Engineering, General	12	15	15	\$ -	\$ -	Yes	Computer Engineering	Masters	14.0901	The program is on pause.
14.1001	Electrical and Electronics Engineering	1	1	1		\$ 20,495.00	Yes	Electrical Engineering	Masters	14.1001	The program is on pause.
14.2701	Systems Engineering	6	3	4	\$ 91,234.80	\$ 114,529.08	No				Revenues/expenditure are for the combined face-to-face and online modes of delivery.
14.2701	Systems Engineering	6	1	1	\$ -	\$ -	No				Revenues/expenditure are included in the line above
15.1501	Engineering/Industrial Management	0	8	1	\$ 117,511.36	\$ 299,399.05	No				
15.1501	Engineering/Industrial Management	0	0	0	\$ 2,801.05	\$ 5,823.76	No				
15.1501	Engineering/Industrial Management	66	24	39	\$ 784,520.90	\$ 844,603.61	Yes	Engineering Management	Masters	15.1501	
15.1501	Engineering/Industrial Management	3	5	8	\$ 8,000.00	\$ 336,067.37	No				
15.1001	Construction Engineering Technology/Technician	67	11	26	\$ 90,573.69	\$ 105,058.75	No				
22.0201	Advanced Legal Research/Studies, General	26	17	21	\$ 496,628.83	\$ 293,211.18	No				
30.2001	International/Global Studies	65	10	31	\$ 898,357.56	\$ 584,852.57	No				
30.2001	International/Global Studies	29	7	19	\$ 443,074.08	\$ 605,033.82	No				
42.0101	Psychology, General	19	0	18	\$ 474,816.00	\$ 396,736.78	No				
42.0101	Psychology, General	77	4	28	\$ 617,525.14	\$ 654,244.10	No				
42.0101	Psychology, General	47	4	13	\$ 333,438.18	\$ 344,696.06	No				
42.0101	Psychology, General	70	1	23	\$ 962,801.10	\$ 1,120,192.75	No				
42.0101	Psychology, General	38	10	24	\$ 392,853.42	\$ 400,822.29	No				
43.0406	Forensic Science and Technology	14	13	18	\$ 247,181.12	\$ 307,213.85	No				
43.0302	Crisis/Emergency/Disaster Management	39	1	19	\$ 403,545.02	\$ 589,371.45	No				
43.0302	Crisis/Emergency/Disaster Management	53	7	27	\$ 600,360.48	\$ 646,048.57	No				
44.0401	Public Administration	20	4	21	\$ 505,165.31	\$ 632,706.77	Yes	Public Administration	Masters	44.0401	
51.0701	Health/Health Care Administration/Management	45	11	32	\$ 484,246.48	\$ 507,034.83	No				
51.0701	Health/Health Care Administration/Management	217	19	62	\$ 2,529,886.09	\$ 2,771,934.34	No				
											The program specific fees includes Professional Development Orientation Seminar Seat Deposit, Disability Insurance, Medical equipment kit, and American Databank (registration, background check, and drug screen).
51.0912	Physician Assistant	112	20	45	\$ 3,482,274.07	\$ 3,618,733.58	No				
51.0913	Athletic Training/Trainer	14	22	18	\$ 428,227.58	\$ 414,703.77	No				
51.2201	Public Health, General	107	53	36	\$ 1,223,376.04	\$ 1,044,519.57	Yes	Public Health, General	Masters	51.2201	
52.0201	Business Administration and Management, General	42	6	26	\$ 1,062,218.71	\$ 1,108,558.68	No				
52.0201	Business Administration and Management, General	97	53	65	\$ 2,534,687.69	\$ 2,702,929.40	No				
52.0201	Business Administration and Management, General	58	22	35	\$ 2,199,586.77	\$ 2,440,460.62	No				
52.0201	Business Administration and Management, General	36	4	18	\$ 1,052,660.24	\$ 1,331,133.95	No				
52.0201	Business Administration and Management, General	59	8	39	\$ 1,306,676.90	\$ 1,416,071.93	No				
52.0201	Business Administration and Management, General	655	181	361	\$ 11,029,806.12	\$ 10,819,923.33	No				
52.0201	Business Administration and Management, General	76	41	23	\$ 1,925,291.18	\$ 1,700,238.36	Yes	Ph.D in Business Administration	Doctoral	52.0201	
52.0201	Business Administration and Management, General	45	39	42	\$ 971,379.81	\$ 840,207.21	No				Out of state students do not have a choice to enroll in a comparable E&G program.
52.0201	Business Administration and Management, General	42	2	21	\$ 922,182.20	\$ 1,111,315.34	No				
52.0203	Logistics, Materials, and Supply Chain Management	68	25	60	\$ 1,237,383.28	\$ 1,475,456.01	No				
52.0203	Logistics, Materials, and Supply Chain Management	81	37	67	\$ 1,533,120.95	\$ 1,415,044.63	No				
52.0301	Accounting	114	5	59	\$ 1,594,052.00	\$ 1,775,563.78	No				
52.0301	Accounting	76	6	52	\$ 1,011,177.08	\$ 1,435,621.26	No				
52.0801	Finance, General	71	39	64	\$ 1,270,605.36	\$ 1,419,980.13	No				
52.0801	Finance, General	85	9	46	\$ 1,207,015.21	\$ 1,400,951.39	No				
52.0901	Hospitality Administration/Management, General	85	57	54	\$ 1,697,522.85	\$ 2,272,747.00	Yes	Hospitality Management	Masters	52.0901	Revenues/expenditure include the Executive Masters referenced in the line below.
52.0901	Hospitality Administration/Management, General	4	4	3	\$ -	\$ -	Yes	Hospitality Management	Masters	52.0901	Revenues/expenditure are reflected in the line above.
52.1001	Human Resources Management/Personnel Administration, General	96	7	37	\$ 1,711,792.32	\$ 1,386,283.48	Yes	MS Human Resource	Masters	52.1001	
52.1101	International Business/Trade/Commerce	48	49	52	\$ 1,475,189.70	\$ 1,467,518.53	No				
52.1101	International Business/Trade/Commerce	31	15	21	\$ 768,868.53	\$ 757,226.79	No				
51.2706	Medical Informatics	47	6	20	\$ 710,252.48	\$ 727,976.30	No				
52.1401	Marketing/Marketing Management, General	63	70	71	\$ 1,618,458.43	\$ 1,885,572.90	No				
52.1401	Marketing/Marketing Management, General	90	30	40	\$ 1,378,619.47	\$ 1,750,551.31	No				
52.1502	International Real Estate	63	41	55	\$ 1,450,540.88	\$ 1,627,037.00	No				
52.1502	International Real Estate	42	56	50	\$ 1,246,103.89	\$ 1,259,548.90	No				
52.0901	Hospitality Administration/Management, General	0	712	218	\$ 1,262,513.07	\$ 1,324,038.46	Yes	Hospitality Administration/Management	Bachelors	52.0901	Effective June 19, 2023, the supplemental agreement with Tianjin University of Commerce for a dual degree program, B.S. in Hospitality Management, was terminated. The program is in TEACH OUT with the last instruction in China to be completed by November 30, 2023.
14.1001	Electrical and Electronics Engineering	77	255	53	\$ 1,919,995.66	\$ 1,363,549.39	Yes	Electrical and Electronics Engineering	Bachelors	14.1001	Effective December 8, 2022, FIU terminated its B.S. in Electrical Engineering dual degree program with Hebei University of Technology. As of such date, FIU has been operating under a teach-out plan whereby current FIU enrolled (Fall 2023) senior students are completing their degree requirements as regular self-paying international transfer students at FIU in Miami, Florida, or online (paying non-resident tuition). As of Spring 2023 semester FIU has no longer been teaching in China. The terminated agreement had stipulated that FIU would receive 50% of the tuition rate for the previous China teaching stage. (\$236.41 per credit for an average of 16 FIU credits per student per year). In terms of the USA teaching stage, the terminated agreement had the tuition set at \$475 per credit for 35 FIU credits for Seniors.

Fiscal Year 2022-2023 Self-Supporting and Market Tuition											
							Comparable E&G Program				
CIP Code (XX.XXXX)	Program Name (in inventory)	Resident Enrollment	Non-Resident Enrollment	Degree/Program Completions	Revenues	Expenditures	Comparable E&G Program?	Program Name	Degree/Program Level	CIP Code (XX.XXXX)	Additional Comments (if any)
16.0905	Bachelor of Arts Spanish	0	62	52		\$ 225,451.80	Yes	Bachelor of Arts Spanish	Bachelors	16.0905	Effective April 6, 2023, FIU terminated its B.A. in Spanish dual degree program with Qingdao University. As of such date, FIU has been operating under a teach-out plan whereby current FIU enrolled (Fall 2023) senior students will complete their degree requirements by November 30, 2023, and will be granted a B.A. degree, effective Fall 2023.
52.1301	Management Science	29	26	27	\$ 1,086,368.40	\$ 923,458.55	No				
15.9999	Engineering Related Technol./Tech., Other	10	10	10	\$ 146,325.86	\$ 140,491.62	No				
11.0501	Computer Systems Analysis/Analyst	100	80	104	\$ 1,302,249.74	\$ 1,343,962.26	No				Out of state students do not have a choice to enroll in a comparable E&G program.
52.1004	Labor Studies	50	0	7	\$ 995,291.70	\$ 909,881.70	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.1004	Labor Studies	30	0	5	\$ -	\$ -	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.1002	Labor and Industrial Relation	21	0	7	\$ -	\$ -	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.1002	Labor and Industrial Relation	10	2	3	\$ -	\$ -	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.1004	Labor Studies	67	19	23	\$ -	\$ -	No				Revenues/expenditures are reflected under the Certificate in Conflict and Dispute Resolution local program
52.2101	Telecommunications Management	111	4	18	\$ 58,742.13	\$ 48,973.17	No				
52.2101	Telecommunications Management	1	0	0	\$ -	\$ -	No				Revenues/expenditures are reflected under the Cybersecurity Intelligence and Information Policy Certificate local program
45.1001	Political Science and Government, General	66	14	43	\$ 87,220.66	\$ 108,761.78	No				
45.1001	Political Science and Government, General	27	0	0	\$ -	\$ -	No				Revenues/expenditures are reflected under the National Security Studies Certificate local program
26.0102	Molecular and Biomedical Sciences	17	9	23	\$ 431,995.68	\$ 830,576.93	No				
13.0603	Measurement & Statistics	7	1	0	\$ 76,250.00	\$ 54,940.17	No				
13.1306	Foreign Language Teacher Education	7	1	8	\$ 118,950.00	\$ 95,067.50	Yes	Foreign Language Education	Masters	13.1306	

8.002 Self-supporting and Market Tuition Rate Program and Course Offerings.

(1) **Educational Programs and Courses** – All of the educational programs and courses described in this regulation are conducted through the auxiliary enterprise of the university and provide non-state-fundable training, courses, and programs. The two categories of education programs described are self-supporting courses and programs and market tuition rate programs. The three sub-categories of self-supporting education programs and courses are college-credit, non-credit, and sponsored-credit.

- (a) The administrative unit(s) under which all self-supporting and market tuition rate education programs are managed shall be determined by the university.
- (b) All activity for self-supporting and market tuition rate education programs shall be reflected in the auxiliary budget entity, except that activity related to self-supporting sponsored credit courses and programs may be reflected in the contracts and grants trust fund.
- (c) Undergraduate college-credit degree programs shall not be operated as a self-supporting or market tuition rate education program. Undergraduate college-credit certificate programs may be operated as self-supporting so long as the tuition and fees charged for undergraduate college-credit courses offered by a university comply with section 1009.24, Florida Statutes and Board of Governors Regulation 7.001.
- (d) Self-supporting and market tuition rate education programs are not eligible for inclusion in the Southern Regional Education Board's Academic Common Market program.
- (e) For the purposes of this regulation, a program is considered similar if it is offered under the same six-digit CIP code as one funded under the Education and General (E&G) budget entity.

(2) Self-supporting Education Courses and Programs

- (a) **College-Credit Programs** – Self-supporting college-credit certificate programs and graduate-level degree programs that address clearly identified post-professional workforce demand may be implemented subject to the policies and data reporting requirements established in paragraphs (1), (2) and (4) of this regulation.
 - 1. Admissions and graduation criteria, as well as academic standards, for self-supporting graduate-level college-credit degree programs must align with those criteria and standards in equivalent programs funded through the E&G budget entity and must go through the same program approval processes defined in Board of Governors Regulation 8.011 for E&G-funded programs.
 - a. Prior to the implementation of any new self-supporting graduate-level college-credit degree program, documentation must be submitted in a format prescribed by the Chancellor for review. This requirement applies even if the program was previously approved as an E&G program. This requirement

does not apply to self-supporting college-credit certificate programs.

- b. Supporting documentation must include evidence that the new program will not supplant any existing E&G degree offering.

2. If the self-supporting program is a track under an existing E&G program or has a similar existing E&G program, universities must provide students with a side-by-side tuition and fee comparison and maintain this information on their website. This information shall be publicized in catalogs and all other sections of the university's public-facing website that provide information about the program and any non-public websites or applications that provide information about the program. Universities must also provide students with information about financial assistance and obligations for repayment of loans for these programs.

3. Self-supporting graduate-level college-credit degree programs shall not supplant similar, existing university offerings funded by the E&G budget entity. To guarantee access to E&G programs, self-supporting programs will not replace existing E&G programming; thus, a similar E&G program cannot be suspended or terminated in favor of a self-supporting program. Similar E&G programs may only be suspended in extraordinary circumstances per Board of Governors Regulation 8.012. Universities proposing new self-supporting college-credit programs must attest that the similar E&G program will not be closed as a result of the new offering unless prior approval is obtained from the Board of Governors. Enrollment between E&G and self-supporting education offerings may fluctuate over time, depending on demand. However, universities have the responsibility to ensure that the existing E&G offering remains viable in meeting traditional student needs.

4. Self-supporting graduate-level college-credit degree programs shall not include those which lead to initial licensing or certification for occupational areas identified as a state critical workforce need by the Board of Governors unless it can be demonstrated to be the best strategy to increase the number of graduates in the state and has been approved for market tuition rate in accordance with paragraph (3) of this regulation.

5. Tuition and fees charged for all self-supporting college-credit programs must be sufficient to offset the full instructional cost of serving the student and shall not exceed the existing approved tuition and out-of-state fees for similar level courses.

- a. Tuition for self-supporting graduate-level college-credit degree programs must be approved according to the process outlined in Board of Governors Regulation 7.001(4).
- b. Fees for self-supporting graduate-level college-credit degree programs must be established according to the requirements outlined in section 1009.24, Florida Statutes, and Board of

Governors Regulation 7.001. Universities may collect and expend revenues collected above the level needed for cost-recovery of college-credit self-supporting activity when such revenues are used to provide enhanced support for the academic units associated with the courses or programs or to provide financial support to students.

- (b) **Non-credit Courses and Programs** - Non-credit professional development courses and programs designed to upgrade existing technical or professional skills and courses and programs that are provided primarily for personal enrichment or as a public service to the community may be offered as self-supporting education. These courses should not be offered for college credit or count towards any degree requirements.

1. Costs associated with non-college-credit self-supporting education activity must be recovered from student fees or sponsoring entities and shall not be recovered from funds appropriated in the E&G budget entity. Universities may collect and expend revenues collected above the level needed for cost-recovery of non-college-credit self-supporting education activity when such revenues are used to provide enhanced support for the units associated with the courses or programs, support the teaching, research, and service mission of the institution, or provide financial support to students.

- (c) **Sponsored-Credit Courses and Programs** – Sponsored-credit courses and programs are self-supporting college-credit offerings where all the direct costs are paid by an external sponsoring entity. Expenditure of E&G funds for the conduct of the programs is not permitted. No fees or other assessments may be collected from students by the sponsoring entity, the university, or any other entity.

1. In determining whether the direct costs are paid by the sponsoring entity, funds paid directly to the participants in a form such as, but not limited to, stipends, travel, or book allowances should not be taken into account. "Direct costs" refer to the costs associated with the instruction or training that a participant receives. All funds collected from sponsoring entities for sponsored credit courses and programs will be remitted to the university's contract and grants trust fund and/or continuing education auxiliary trust funds as appropriate.

2. Each university board of trustees is authorized to waive any tuition, associated fees, and material and supply fees for students participating in sponsored credit courses and programs when such costs are not covered under the contract with the sponsoring entity and pursuant to a regulation adopted by the university board of trustees under section 1009.26 (9), Florida Statutes, and Board of Governors Regulation 7.008.

- (3) **Graduate-level Market Tuition Rate Programs** – A market tuition rate is defined as a tuition rate that is competitively aligned with comparable programs offered by public or private institutions located both in-state and out-of-state. Market tuition rate programs must be offered at the graduate level only. Market tuition rate will go into

effect the next academic year following approval by the Board of Governors.

(a) A university board of trustees may approve a new graduate-level degree or certificate program for market tuition rate at the time it approves the new degree or certificate for implementation pursuant to Board of Governors Regulation 8.011. The new program proposal must provide a convincing rationale for seeking a market tuition rate, and the proposed budget must clearly indicate that the revenue generated will be sufficient to operate the program without E&G funding. New programs approved for market tuition rate must be submitted to the Board of Governors for consideration and approval of the tuition and any associated fees before enrollment of any students.

(b) A university board of trustees may submit a proposal for market tuition rates for graduate-level courses offered online or through the university's continuing education program when such courses are included as a major of an existing approved degree program or as a college-credit certificate program. Proposals to charge market tuition rates for majors of existing degree programs and college-credit certificate programs shall be considered by the Board if documentation is provided that demonstrates that the following criteria are met.

1. The existing degree program majors and college-credit certificates have been approved in accordance with Regulation 8.011, and the university has established one or more separate market tuition rate student cohorts, each of which can be tracked for administrative and reporting purposes.
2. The program does not lead to initial licensing or certification for occupational areas identified as critical state workforce needs in the most current Florida Board of Governors Strategic Plan. A university may request the establishment of market tuition rates for such programs for non-residents if such programs do not adversely impact the development of other programs for Florida residents. A university, upon a written request for a special exception from the Chancellor, may submit a proposal for market tuition rate for a program leading to initial licensing or certification in a critical state workforce need area if it can be demonstrated to increase the number of graduates in the state.
3. The program admission and graduation requirements shall be the same as similar programs under the same six-digit CIP code funded by the E&G budget entity.
4. If the graduate-level market tuition rate program is a track under an E&G program or has a similar existing E&G program, universities must provide students with a side-by-side tuition and fee comparison and maintain this information on their website. Universities must also provide students with information about financial assistance and obligations for repayment of loans for these programs on their websites. This information shall be publicized in catalogs and all other sections of the university's public-facing website that provide information about the program and any non-public websites or applications that provide

- information about the program.
- (c) E&G graduate-level programs should not be suspended or terminated in favor of offering a similar market tuition rate education program.
 - (d) The Board shall approve no more than five new graduate-level degree programs or college-credit certificate program proposals per university per academic year.
 - (e) The proposal for market tuition rate programs shall be submitted in a format designated by the Chancellor and include, at a minimum, the following information.
 - 1. A description of the program and its compliance with the requirements outlined in Board of Governors Regulation 8.011 (3)(b)1.
 - 2. An explanation of the process used to determine the market tuition rate and the tuition at similar programs from at least five other institutions, including both private and public.
 - 3. A list of similar programs offered by other state university system institutions.
 - 4. A description of how offering the proposed program at a market tuition rate is aligned with the mission of the university.
 - 5. A declaratory statement that offering the proposed program at the market tuition rate does not increase the state's fiscal liability or obligation.
 - 6. The proposed rates for resident and non-resident students in the program. If the proposed rates are different, a description of the rationale shall also be provided.
 - 7. An explanation of any proposed restrictions, limitations, or conditions to be placed on the program.
 - 8. A description of any outcome measures that will be used to determine the success of the proposal.
 - 9. A list of the campuses and/or sites at which the proposed program will be offered.
 - 10. In addition, the following information must be included with the proposal.
 - a. An explanation of how the university will ensure that sufficient courses are available to meet student demand and facilitate the completion of each program submitted for consideration.
 - b. A baseline of current enrollments, including a breakout of resident and non-resident enrollment, in similar courses funded by the E&G budget entity.
 - c. An estimation of the total and net annual revenue the university anticipates collecting if the proposal is approved.
 - d. A description of how revenues will be spent, including whether any private vendors will be utilized. The institution must also identify all of the budget entities used for the program.
 - (f) The Board of Governors will act upon the responsible committee's recommendation at the next scheduled meeting. If a university board of trustees' proposal is denied, within five calendar days, the university board

of trustees may request reconsideration by the Board's Tuition Appeals Committee, which shall consist of the Chair of the Board and the Chair of each Board committee. The Tuition Appeals Committee will meet within ten calendar days after the Board of Governors' denial to consider a university board of trustees' request for reconsideration.

- (g) Any proposed increase in tuition and fees for an approved market tuition rate program or certificate must be approved first by the university board of trustees and then the Board of Governors.

(4) Reporting of Self-supporting and Market Tuition Rate Education Information

- (a) Credit hours generated by college-credit courses offered through all self-supporting and market tuition rate education programs shall not be reported as fundable credit hours and shall be reported to the Board of Governors separately from credit hours funded through the E&G budget entity using the State University Database System.
- (b) Degrees awarded for programs offered entirely through self-supporting or market tuition rate education shall be reported to the Board of Governors separately from degrees awarded for programs funded through the E&G budget entity using the State University Data System.
- (c) Institutions must complete an annual report in the format prescribed by the Chancellor and distributed through the data request system on all college-credit self-supporting and market tuition rate education programs. The report must be approved by the institution's board of trustees prior to submission and must include, at a minimum, the following information.
 - 1. The CIP Code and complete name of each program under which each self-supporting and market tuition rate education program is operating. Additionally, all program majors as defined in Board of Governors Regulation 8.011 must be identified.
 - 2. The approval dates for each program's tuition from the university board of trustees and Board of Governors.
 - 3. The approved tuition and fees for each program, including costs per credit hour and any additional fees, such that the total cost to the student for each program may be calculated.
 - 4. The revenues and expenditures for each degree and major within a college-credit self-supporting or market tuition rate education program.
 - 5. Other documentation to demonstrate compliance with this regulation as required.
- (d) Board staff may verify compliance with paragraph (2)(b), self-supporting non-credit courses or programs, as needed.

Authority: Section 7(d), Art. IX, Fla. Const.; Section 1009.24, Florida Statutes;
History—New 09-15-11; Amended 08-31-17, 11-10-22, 05-10-23.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2023

Subject: Approval of a Fourth Lease Amendment (the “Amendment”) with BP Land Holdings, LLC to negotiate a change to the overall terms of the original lease for the National Forensic Science Technology Center (“NFSTC”), located at 8285 Bryan Dairy Road, Suite 125 Largo, Florida.

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees approve the delegation of authority to the University President, or his designee, to (1) negotiate the Amendment; and (2) execute the Amendment on behalf of the University, and such other documents that may be necessary to effectuate the transactions contemplated therein for NFSTC.

Background Information

The primary mission of the NFSTC is to accelerate preeminence by inspiring innovation, service, and research around the world. NFSTC has demonstrated proven success in the innovation and growth of research in support of this mission. Since the acquisition of the NFSTC by FIU in December 2017, the NFSTC has received \$50.4M in research awards which generates about \$3.6M indirect revenue annually. The NFSTC currently occupies 133,718 sf of research space in Largo Florida, of which 44,307 sf is subleased or licensed to private companies and governmental agencies that collaborate with FIU on the forensic research activities done within the facility. The existing term of the lease agreement ends in April 2024, but includes two five-year renewal terms.

FIU seeks to renegotiate more favorable terms in the lease agreement, as follows:

- 1) Extend the lease term by two years to April 30, 2026.
- 2) Convert the two five-year renewal options to four two-year renewal options. The proposed amendment will still cover a ten-year renewal period. The shorter and more frequent renewal terms will allow FIU to be nimbler in responding to the rent expense’s impact on NFSTC’s financial health.
- 3) Include the option, at Landlord’s discretion, during the first renewal period, to relocate a portion of NFSTC’s operations (41,452 sf) to an adjacent space owned by Landlord consisting of 79,114 sf with similar features and amenities. The relocation includes no charge of rent or CAM for the additional 37,662 square feet of space, a gift of the furniture and fixtures in Suite 250 and a moving and demising allowance of up to \$250,000.00.

The potential increase in space would bring the total NFSTC space to 171,380 square feet, including 7,500 square feet of mezzanine. This footprint will allow the NFSTC to continue to meet the demands of current and future contract work activities and cross college/department collaborations and funding opportunities.

If the Landlord elects to relocate a portion of the NFSTC's operations to the larger space, the monthly rent will remain unchanged and the rent per square foot will decrease. Base rent through the end of the first renewal lease term will continue to escalate at 3% per annum and will be as follows:

Dates	Monthly Rent
May 1, 2024– April 30, 2025	\$176,445.09
May 1, 2025 – April 30, 2026	\$181,738.44

Thereafter for each renewal option, rent escalation will continue to escalate at 3% per annum for a total rent expense of \$16,045,911 over the ten-year period. This compares favorably to the average market price per square foot of \$24.75 plus.

This request for BOT approval only applies to exercise the first two-year renewal option. BOT approval will be requested for the exercise of any future renewal options.

Base rent and operating costs to be covered by NFSTC through E&G funds, auxiliary, contracts funding and F&A

Supporting Documentation: Fourth Lease Amendment
 Funding Certification Form

Facilitator/Presenter: Aime Martinez

FOURTH LEASE AMENDMENT

THIS FOURTH LEASE AMENDMENT (the "Amendment") is made and entered into this _____ day of _____, 2023 by and between BP LAND HOLDINGS, LLC, formerly known as BP Land Holdings, LLLP, (hereinafter referred to as the "Landlord") and THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, Landlord and the National Forensic Technology Center, Inc., a Florida not-for-profit corporation, (the "Original Tenant") entered into that certain Lease Agreement dated November 11, 2013 (the "Original Lease") for the leasing of approximately 79,114 square feet of space in Suite 125 that certain building located at 8285 Bryan Dairy Road, Largo, Florida (the "Building"); and

WHEREAS, on or about January 27, 2015, Landlord and the Original Tenant entered into that certain First Lease Amendment (the "First Amendment") whereby the parties agreed to modify the base rent paid by the Original Tenant in the Original Lease;

WHEREAS, on January 9, 2018, the Original Tenant assigned the Original Lease, as amended, to Tenant and Tenant assumed the Original Lease in accordance with that certain Assignment and Assumption of Lease Agreement and Landlord's Consent to Assignment;

WHEREAS, on January 9, 2018, Landlord and Tenant entered into that certain Second Lease Amendment (the "Second Amendment") for the leasing of additional space in the Building;(hereinafter referred to as the "Premises");

WHEREAS, on May 18, 2022, Landlord and Tenant entered into that certain Third Lease Amendment (the "Third Amendment", and together with the Original Lease, the First Amendment and Second Amendment, the "Lease") for the leasing of Suite 250 of the Building, for a collective square footage of 133,718 (the "Premises") through April 30, 2024;

WHEREAS, Landlord and Tenant wish to extend the term of the Lease through April 30, 2026.

NOW THEREFORE, for and in consideration of the premises hereof, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. Recitals. The recitals above are true and correct and are incorporated into this Amendment by this reference.
2. Amendment to Lease. This Amendment shall amend the Lease as set forth herein. Except as otherwise expressly modified by this Amendment, the provisions of the Lease are hereby expressly confirmed and ratified. Any inconsistency or conflict between the Lease and this Amendment shall be governed by the terms of this Amendment. All references to the "Lease," as of the date hereof, shall mean the Lease, as amended by this Amendment. Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Lease.
3. Renewal. Tenant elects to extend the term of the Lease through April 30, 2026 (the "First Renewal Term").
4. Renewal Options. Section 30 of the Original Lease is hereby deleted and revised to read:

Tenant hereby has four 2-year renewal options, exercisable upon written notice to Landlord at least three hundred sixty-five (365) days prior to the expiration of the then current renewal term. The base rental rate for the renewal options will continue to escalate three percent (3%) annually and all other terms and conditions of this Lease shall remain in full force and effect.
5. Landlord Relocation Option. Should Landlord elect at any time during the First Renewal Period, Tenant agrees to vacate a portion of the Premises, consisting of the 41,452 square feet space depicted in red in Exhibit A (the "Vacated Premises") within sixty (60) days of Landlord's notice, subject to the following conditions:
 - a. In the event Landlord exercises this option, Landlord shall provide to Tenant the 79,114 square feet depicted in blue in Exhibit A (the "Relocation Premises");
 - b. The parties acknowledge and agree that although the Relocation Premises are larger than the Vacated Premises, Tenant shall have the right to use the Relocation

- Premises with no increase, proportionate or otherwise, in rent, operating costs, fees and/or charges that may be due under the Lease for the remainder of the First Renewal Term and any other renewal terms;
- c. Landlord, at its sole cost and expense, shall pay for all actual expenses incurred by Tenant in connection with the relocation and necessary demising cost to bring the Relocation Premises to a condition comparable to, or better than, the Vacated Premises. Said costs shall not exceed \$250,000.00.
 - d. Landlord shall use reasonable efforts to avoid a period of cessation of Tenant's business operations in connection with the relocation; and
 - e. The relocation option may not be exercised by Landlord at any time within the last six months of the First Renewal Term.

6. Base Rent for the Premises during the First Renewal Term will be as follows:

	<u>MONTHLY</u>
May 1, 2024 – April 30, 2025	\$176,445.09
May 1, 2025 – April 30, 2026	\$181,738.44

- 7. Upon execution of this Amendment, Landlord agrees to gift the furniture and fixtures located within Suite 250 of the Premises to Tenant and Tenant, if requested, shall provide Landlord with a gift letter in exchange, which gift letter shall be in compliance with Tenant's applicable regulations and procedures.
- 8. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile or electronically transmitted signature shall be deemed to constitute an original signature for the purposes of this Amendment.
- 9. If any clause or provision of this Amendment is illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Amendment shall not be affected thereby.

Except as otherwise provided herein, the above referenced lease and all of its terms and provisions shall remain in full force and effect.

[Remainder of page left blank intentionally]

Signed in the presence of:

TENANT:

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

Witness

Witness

By: _____
Name: _____
Title: _____

Signed in the presence of:

LANDLORD:

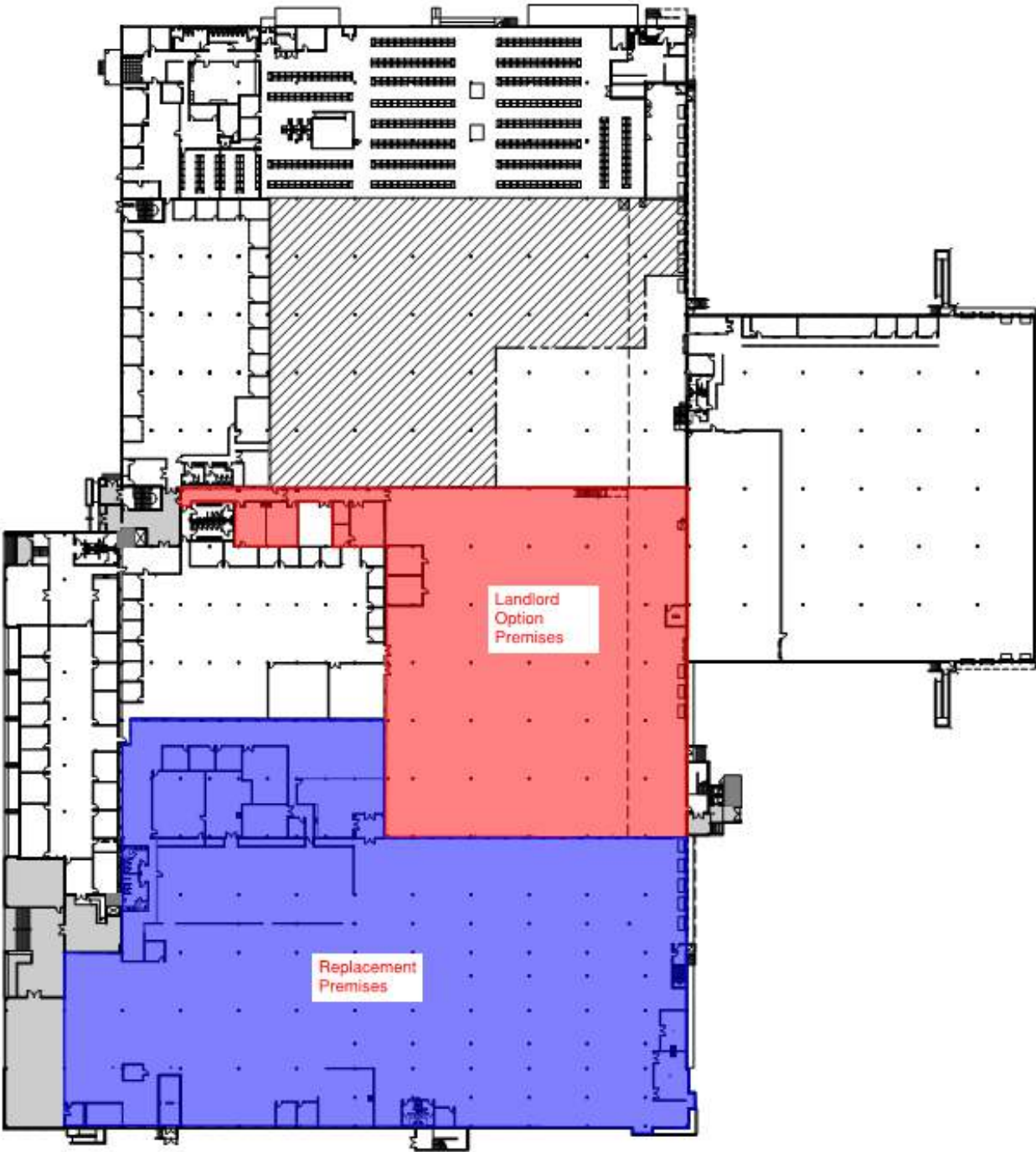
BP LAND HOLDINGS, LLC, a Florida limited liability
company, formerly known as BP Land Holdings,
LLLP

Witness

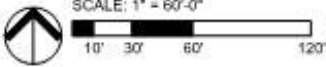
Witness

By: _____
Name: _____
Title: _____

EXHIBIT A



Bardmoor Palms East
ground floor





Funding Certification Form

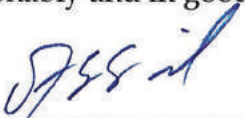
This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President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

Item name/description: BP Land Holdings, LLC Lease for FIU National Forensic Science Training Center located in Largo, FL

Funding Source(s):

Fund Code	Fund Code Description
210	General Revenue
331	Auxiliary
651	Sponsored Research Overhead
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.



 Vice President

9/7/2023

 Date



 Aime Martinez, Chief Financial Officer and
 Senior Vice President

9/7/23.

 Date

DocuSigned by:


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

9/7/2023

 Date

DocuSigned by:


 178D526292AA4C1...
 Kenneth A. Jessell, President

9/7/2023

 Date

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2023

Subject: Authorization to Increase Total Project Budget for the Trish and Dan Bell Chapel (“Chapel”) and East Loop Road Realignment from \$28.5M to \$35.9M and approval of an FIU bridge loan from unrestricted Treasury fund balances to the FIU Foundation, Inc. (“Foundation”) and, as determined by the Foundation and the Foundation Board of Directors (the “Foundation BOD”), either (i) a short-term commercial loan taken by the Foundation or (ii) funding from the Foundation General Reserve for construction of the Chapel

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees (“BOT”) authorize the increase in Total Project Budget for the Chapel and East Loop Road Realignment from \$28,545,645 to \$35,861,689 and the delegation of authority to the University President, or his designee, to (1) negotiate and approve on behalf of the BOT an inter-company loan between FIU and the Foundation; and (2) approve on behalf of the BOT, subject to terms and conditions to be agreed upon by the Foundation and the Foundation BOD, a short-term commercial loan to be taken by the Foundation, either unsecured or secured by irrevocable gifts/pledges made towards construction of the Chapel, with a term not to exceed five (5) years.

Background Information

On December 3, 2020, the BOT approved the naming of the Chapel, the design of the Chapel, the design of the roadway improvements on the east side of the Modesto A. Maidique Campus (MMC) to accommodate the construction of the Chapel and the future expansion of the Graham Center, and an amendment to the 2010-20 University MMC Campus Master Plan to include the Chapel and roadway improvements as contemplated in the proposed 2015-30 University MMC Campus Master Plan.

On December 8, 2021, the BOT authorized the selection of a Construction Manager (“CM”) and delegated to the President the authority to negotiate and enter into a contract with the selected CM. The University conducted a qualifications based competitive selection process resulting in the selection of Moss Construction. The President finalized the contract with Moss Construction on February 2, 2022, and Moss Construction initiated pre-construction services.

On September 22, 2022, the BOT authorized an increase to the Project Budget for the Chapel and East Loop Road Realignment from \$15.44M to \$28.55M, based on a revised project cost estimate, at the advanced schematic design stage, provided by Moss Construction. In response, the Bell’s doubled their donation from \$7M to \$14M, and the University received a legislative appropriation of \$3,519,655 in Deferred Maintenance/Infrastructure funding that can be added to the road realignment for the extension of chilled water lines. At that time, a shortfall of \$2,581,704 still remained, and the Foundation committed to covering the gap with additional philanthropic fundraising.

The proposed funding sources as of September 2022 for the increased budget were:

Private Funding for Chapel:	\$18,581,704
Funding for East Loop Road	
Unrestricted Treasury Auxiliary Fund Balances:	\$3,444,286
CITF (Capital Improvement Trust Fund Appropriations):	\$3,000,000
Section 197 Deferred Building Maintenance/Infrastructure:	\$3,519,655
Subtotal Funding for East Loop Road	\$9,963,941
<u>Total Project Budget</u>	<u>\$28,545,645</u>

As reflected in the December 3, 2020, BOT approval, the Foundation will advance to the University the full amount of private funding for the Project from unrestricted Foundation Fund balances. On October 22, 2021, the Foundation formally authorized and approved the advance of up to \$7,706,700, from the Foundation's General Reserve towards the construction of the Chapel. In October 2022, the Foundation formally authorized and approved an additional advance of up to \$8,059,704 towards the construction of the Chapel for a total of \$15,766,404.

In August 2023, FIU received the 100% Construction Documents Guaranteed Maximum Price from Moss Construction for the construction of the Chapel totaling \$25,897,748. As a result, additional budget authority of \$7,316,044 is required for the Chapel and East Loop Road Realignment

The proposed funding sources as of September 2023 for the increased budget are:

Funding for Chapel:	\$25,897,748
Funding for Completed East Loop Road	
Unrestricted Treasury Auxiliary Fund Balances:	\$3,444,286
CITF (Capital Improvement Trust Fund Appropriations):	\$3,000,000
Section 197 Deferred Building Maintenance/Infrastructure:	\$3,519,655
Subtotal Funding for East Loop Road	\$9,963,941
<u>Total Project Budget</u>	<u>\$35,861,689</u>

Therefore, the Foundation requires \$21M in order to secure sufficient funding to complete construction of the Chapel, based on the revised Total Project Budget.

Accordingly, the Foundation and the Foundation BOD are currently considering a combination of the following options to bridge the funding shortfall: (i) up to \$10.1M of short-term funding to be secured by the Foundation through a commercial lender, with a term not to exceed five (5) years; (ii) additional bridge funding from an inter-company loan from FIU Treasury of up to \$6.5M; and (iii) additional bridge funding, to cover construction funding and debt service payments, from the Foundation General Reserve. The commercial loan will either be unsecured or secured by irrevocable gifts/pledges made towards construction of the Chapel. If commercial lending is not available, then the Foundation will use its own General Reserve funds as previously approved by the Foundation BOD.

Supporting Documentation: Trish and Dan Bell Chapel Final Construction Budget

Facilitator/Presenter: Aime Martinez

COST PROJECTION 8-8-23	4-11-23 MOSS 100% CD GMP	8-8-23 MOSS 100% CD REV. GMP
Trish & Dan Bell Chapel and East Loop Road Realignment	ROAD	CHAPEL
	Construction Cost	Construction Cost
SCHEDULE OF PROJECT COMPONENTS	ESTIMATED COSTS	ESTIMATED COSTS
1. a. General Conditions	\$769,564	\$2,308,444
b. General Requirements	\$662,439	\$1,383,149
c. Site Preparation (Dewatering Allowance)	\$0	\$70,000
d. Landscape/Irrigation (Allowance)	\$497,425	\$118,500
e. Hardscape (Allowance)	\$0	\$0
f. Roadway, Parking Improvements & Lake Fill (Road)/Earthwork, Utilities, Site Concrete & Asphalt Paving (Chapel)	\$3,228,270	\$1,337,647
g. Telecommunication and Security System	\$0	\$0
h. Electrical Service (with \$464,650 Lighting Fixture Allowance)	\$750,000	\$1,781,500
i. Water Service (Plumbing & Fire Protection)	\$0	\$549,000
j. Sanitary Sewer	\$0	\$0
k. Chilled Water System / HVAC	\$1,481,000	\$1,327,000
l. Storm Water System	\$0	\$0
m. Building	\$0	\$12,754,760
n. GC Overhead & Profit	\$386,181	\$1,110,483
o1. GC Contingency	\$198,574	\$579,647
o2. Escalation Contingency	\$104,661	\$0
p. Bonds, GL & Subguard	\$237,929	\$686,924.00
CO #1 Vibro, Geograbric and Grid	\$259,750	
CO #2 100% ROAD CD's, Road Revision & Submittal to HVAC & Elect.	\$186,648	
Total Construction Costs	\$8,762,441	\$24,007,054
2. Other Project Costs		
a. Land/existing facility acquisition	-	-
b1. Professional Fees - A/E, Landscape DMS Fee Curve "Average Complexity" (D)	\$670,168	\$1,023,159.00
b2. CM Fees -Pre-Construction	\$53,598	\$67,891
c. Fire Marshall Fees (.0025 Total Construction Cost)	\$0	\$60,017.64
d. Inspection Services - total	\$83,000	\$340,000
* On-site representation	\$0	\$0
* Code inspections	\$83,000	\$180,000
f. Surveys & Tests	\$50,000	\$50,000
g. Permit/Impact/Environmental Fees	\$5,000	\$5,000
h. BIM Consultant	\$0	\$6,789
i. Sustainability Rating /LEED	\$0	\$0
j. Artwork	\$0	\$0
k. Moveable Furnishings & Equipment (+/- .91365%)	\$0	\$219,340.45
Total - Other Project Costs	\$861,766	\$1,772,197
ALL COSTS 1+2a-j	\$9,624,207	\$25,779,251
k. Project Contingency (2% Road) and (.45966% Chapel)	\$192,484	\$118,497
l. Construction Service Reimbursement (1.5% Road) and (0% Chapel)	\$147,250	\$0
TOTAL PROJECT COST	\$9,963,941	\$25,897,748

ROAD	
BOT Approved Budget	\$9,963,941
Total Project Cost	\$9,963,941
Current Deficit	\$0

CHAPEL	
Total Project Cost	\$25,897,748
Future Landscape & Lighting	\$2,100,000
Add Alternates (7-7-23 100% CD GMP)	\$824,807
Total Project Cost including Future Landscape & add Alternates	\$28,822,555

FIU - Trish & Dan Bell Chapel

Date of Report: August 08, 2023

100% CD - GMP



Current Market Pricing			Total Project
Based on 100% CD Drawings Moss Received 06/13/2022			
SHT. No.	DESCRIPTION	Sub	
			Total Cost
01.010	General Requirements	Moss	\$ 1,383,149
03.010	CIP Concrete & Masonry Shell	Titan	\$ 2,890,000
03.030	Architecturl Precast Panels	Gate	\$ 1,778,945
04.010	Unit Masonry		in CIP Concrete above
05.010	Structural Steel	TWS	\$ 1,360,000
05.020	Misc. Metal Fabrications	Bostic Steel	\$ 271,380
05.030	Aluminum Metal Screens & Metal Soffits	LCF	\$ 460,000
06.010	Rough Carpentry	Allowance	\$ 8,325
06.020	Millwork (Computer & Laptop Stations to be FF&E by FIU)	Adams Group	\$ 166,823
07.010	Waterproofing & Caulking	Biscayne Waterproofing	\$ 143,582
07.020	Roofing Single Ply Membrane Roofing and Standing Seam Metal Roofing	Biscayne Waterproofing	\$ 397,150
07.025	Firestopping & Firesafing	A&Y GPR	\$ 4,562
07.030	Thermal Insulation behind Rainscreen	N/A	
07.040	Spray-on Fireproofing - Not required	N/A	
07.050	Rainscreen Cladding (Wall System 1, 2 & 3)	N/A	
08.010	Doors, Frames, & Hardware	LCF	\$ 155,925
08.020	Overhead Door	Best Rolling Door	\$ 11,500
08.040	Storefronts, Glass, Glazing, & Curtainwalls	Perspective Glass	\$ 1,530,000
09.010	Stucco and Ext Framing	LCF	\$ 699,000
09.020	Drywall, Drywall Ceiling, Acoustical & Metal Ceiling & Acoustical Panels	LCF	\$ 2,106,500
09.040	Painting, Coating & Wall Covering	Pass Painting	\$ 117,870
09.050	Tile and Stone	Resource 4	\$ 192,157
09.060	Carpet, LVT, & Woven Vinyl Tile	Resource 4	Incl. in above
09.080	Terrazzo Flooring	Creative Terrazzo	\$ 292,558
10.010	Toilet Partitions, Accessories, Mirrors, and Wall Protection	LCF	\$ 83,950
10.020	Fire Extinguishers & Cabinets	LCF	\$ 22,750
10.030	Signage by Code only	Baron	\$ 8,789
10.032	Exterior Monument Signage (CIP & Cladding in Div 3)		
10.035	Other Signage - FF&E by FIU		
10.040	Operable Partition	SSE	\$ 22,500
10.050	White Boards & Tackboards - FF&E by FIU		
10.140	Wall Protection		
11.010	Residential Equipment - FF&E by FIU		
11.050	Projection Screens - FF&E by FIU		
11.060	Food Service Equipment - by FIU		
11.110	Trash Container and Recycling Bins - by FIU Ref A5.02		
11.120	Window Washing Tieback System	American Anchor	\$ 30,494
12.020	Window Blinds and Motorized Sun Shades - FF&E by FIU		
12.030	FF&E - by FIU		
12.040	Floor Mats	Allowance	\$ -
12.050	Fixed Seats		
13.010	Reflective Pool Allowance		
21.010	Fire Protection	Summers Fire	\$ 100,000
22.010	Plumbing	Suntech Plumbing	\$ 449,000
23.010	HVAC	SE Mechanical	\$ 1,327,000
26.010	Electrical (with \$464,650Lighting Fixture Allowance)	Thunder Electric	\$ 1,781,500
26.020	Low Voltage - AV/Sound/Security/Telecom/Data/Bell Carilon System		
31.000	Survey Line & Grade		
31.020	Dewatering Allowance	Allowance	\$ 70,000
31.030	Earthwork, Utilities, Site Concrete & Asphalt Paving	American	\$ 1,337,647
31.040	Augercast Piles Allowance at Bell Tower only		
32.010	Landscape & Irrigation Allowance	Bermuda Landscaping	\$ 118,500
32.010	Tree Relocation		
32.020	Hardscape Allowance - Color Concrete around building		
32.025	Site Planter Walls/Seat Walls Allowance		
32.030	Lake Shoring / backfill		
32.050	Site Furnishing	Allowance	\$ -
	Subtotal Divisions		\$ 19,321,556
	Design Contingency		
3.00%	Construction Contingency		\$ 579,647
0.00%	Escalation Contingency		
1.25%	Sub-Guard/Sub Contractor Bonds		\$ 248,765
	TOTAL DIRECT WORK		\$ 20,149,968
1.00%	MOSS Insurance		\$ 222,096
	Builder's Risk Insurance		By Owner
0.90%	CM Payment and Performance Bond		\$ 216,063
	General Conditions		\$ 2,308,444
	SUBTOTAL CONSTRUCTION COST		\$ 22,896,572
3.675%	GC Overhead		\$ 816,205
1.325%	GC Profit		\$ 294,278
	TOTAL CONSTRUCTION COST		\$ 24,007,054
	POTENTIAL Sales Tax Savings ALLOWANCE (1% of Direct Cost of Work)		\$ (193,216)
	TOTAL CONSTRUCTION COST w/Tax Savings		\$ 23,813,838

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2023

Subject: Proposed revisions to Finance and Facilities Committee Charter

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees approval of the proposed revisions to the Finance and Facilities Committee charter.

Background Information

The Florida International University Board of Trustees (the BOT) Finance and Facilities Committee Charter states, in relevant part, that the Committee will:

(5.24) Review the Committee charter at least every two (2) years and discuss any required changes with the Board; and

(5.25) Ensure that the charter is approved or reapproved by the Board, after each update.

The proposed amendment to the BOT Finance and Facilities Charter would change the review period from at least every two (2) to at least ever three (3) years, bringing it into alignment with the BOT Audit and Compliance Committee Charter review.

The BOT Bylaws provide that each Committee shall have a written statement of purpose and primary responsibilities, or charter, as approved by the Board.

Board of Governors' Regulation 1.001, University Board of Trustees Powers and Duties, (3)(b) states that each board of trustees may establish committees of the board to address matters, including, but not limited to, academic and student affairs, strategic planning, finance, audit, property acquisition and construction, personnel, and budgets.

Supporting Documentation: Finance and Facilities Committee Charter, proposed revisions, redline

Facilitator/Presenter: Carlos B. Castillo

**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;

- 5.72 the Auditor General's opinion regarding the financial statements;
 - 5.73 any significant changes required to the state auditor's audit plan;
 - 5.74 any difficulties or disputes with management encountered during the audit, including an overall assessment of management cooperation;
 - 5.75 the University's accounting principles, including the consistency, appropriateness and quality (not just acceptability) thereof, with particular emphasis on sensitive accounting estimates and accruals;
 - 5.76 the University's overall level of compliance with governmental regulations;
 - 5.77 reports concerning internal controls, including significant findings and recommendations and management's response;
 - 5.78 other matters that should be communicated to the Committee under generally accepted auditing standards; and
 - 5.79 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~~-three (32) 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.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

September 14, 2023

Subject: Approval of Contract greater than \$3,000,000: *Renewal of Contract PUR-03304 with KFORCE Inc for Application Support Specialist ITN-2019-00020*

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, as listed and described below, the University entering into the contracts and purchase orders and/or change orders to the purchase orders and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts and/or purchase orders.

Background Information

Master Contract PUR-03304 with KFORCE INC. Approval to proceed with renewal of the master contract awarded as a result of Competitive Solicitation ITN-2019-00020 for Application Support Specialist positions for Division of IT and other FIU departments, as needed. Estimated cost is based on the total amount of the University's spend with KFORCE INC under the initial three-year term of the contract (from 9/23/2020 to 9/22/2023), and three (3) additional one (1) year renewals.

- **First Renewal Term:** September 23, 2023, through September 22, 2024
- **Two Remaining Renewal Terms:** September 23, 2024, through September 22, 2026
- **Total Estimated Cost:** \$6,500,000.00 (based on spend data for the initial three-year term of the contract)
- **Funding Source(s):** 210 (E&G), 211 (Carry Forward), 335 (Continuing Education), 661 (Federal Level 4)

Supporting Documentation: Master Contract Summary Sheet PUR-03304 (*a copy of the master agreement is available upon request*)

First Renewal of Master Contract PUR-03304

Funding Certification Form

Facilitator/Presenter: Aime Martinez

Competitive Solicitation No. ITN-2019-00020
Application Support Specialist

Supplier Name

KFORCE INC

Supplier Contact Information

1001 East Palm Avenue,
Tampa, FL 33605
Alexis Rivero
Phone: (786) 329-4306
Email Address: ARivero@kforce.com

State of Incorporation

Florida

General Scope of Work

This is a competitive solicitation for Application Support Specialist positions.

Initial Term

Initial Agreement term – September 23, 2020 and ending on September 22, 2023.

Renewal Options

Contract may be renewed for three (3) additional one (1) year terms.

First Renewal Agreement term – September 23, 2023 and ending on September 22, 2024.

Pricing

*See Pricing in **Exhibit II Attachment I** for the initial pricing and current subsequent Renewal.

Department and Contact Information

Division Of IT
Larisa Goldberg
Phone: 305-348-0350
Email: Larisa.Goldberg@fiu.edu

Termination Options

For Cause: FIU shall have the right to terminate the contract upon written notice to the contractor.
For Convenience: If FIU determines that termination to be in its best interest.

Insurance Requirement

Section **Insurance** – Vendor supplied adequate liability insurance as required by FIU.
Expiration date: 01/01/2024

Price Rate Sheet

Assignment Duration	On Site		Off Site	
	Less than 6 months	Over 6 Months	1 month or less	Not Applicable
Area(s) of Expertise				
	*Hourly Rate(s)			
Project Manager	\$ 181.50	\$ 176.50	\$ 181.50	\$ 181.50
Oracle/PeopleSoft Functional ¹ Consultants	\$ 185.00	\$ 180.00	\$ 185.00	\$ 185.00
Oracle/PeopleSoft Programmer\Developer Consultant	\$ 181.50	\$ 176.50	\$ 181.50	\$ 181.50
Oracle or SQL Database Administrator	\$ 165.00	\$ 160.00	\$ 165.00	\$ 165.00
Oracle PeopleSoft System Administrator	\$ 162.00	\$ 157.00	\$ 162.00	\$ 162.00
Oracle Enterprise Portal Consultant	\$ 165.00	\$ 160.00	\$ 165.00	\$ 165.00
Oracle/PeopleSoft Security and/or Workflow Administrator	\$ 185.00	\$ 180.00	\$ 185.00	\$ 185.00
Oracle Business Intelligence Developer	\$ 185.00	\$ 180.00	\$ 185.00	\$ 185.00
Testing Lead Consultant	\$ 165.00	\$ 160.00	\$ 165.00	\$ 165.00
Technical Architect \ Tuning Consultant	\$ 181.50	\$ 176.50	\$ 181.50	\$ 181.50
Learning Management Systems Developer	\$ 156.75	\$ 151.75	\$ 156.75	\$ 156.75
3rd Party ² Application and Web Developer	\$ 140.25	\$ 135.25	\$ 140.25	\$ 140.25
Salesforce System Developer	\$ 140.25	\$ 135.25	\$ 140.25	\$ 140.25
Jaggaer Integration Developer	\$ 181.50	\$ 176.50	\$ 181.50	\$ 181.50
Hyland/ImageNow Integrator/Developer	\$ 175.00	\$ 170.00	\$ 175.00	\$ 175.00
On-demand Specialist (not listed above)	\$ 170.00	\$ 165.00	\$ 170.00	\$ 170.00

*The rates provided shall be all inclusive of travel, expenses and any additional fees.

¹ This list represents, but not limited to the functional Oracle/PeopleSoft areas:

Campus Solutions:

Admissions, Student Records, Student Financials, Financial Aid, Campus Community

Financials/Grants:

Accounts Payable, Accounts Receivable, Asset Management, Billing, Budget, Contracts, General Ledger, Grants, Projects, Purchasing, eProcurement, Travel & Expense

Human Capital Management:

Absence Management, Benefits, Benefits Administrations, Payroll, Position Management, Talent Acquisition Management, Time and Labor, performance

²This list represents but not limited to **3rd Party** applications:

.Net, PHP, CSC, Photoshop, HTML5, JavaScript

In addition to our Technology expertise, Kforce can provide FIU with professionals in the areas of Finance, Accounting and Professional roles.

Finance, Accounting and Professional Roles	Hourly Rate
Accounts Payable	\$38.00
Accounts Receivable	\$38.00
Payroll	\$43.50
Tax associate	\$52.00
Staff Accountant	\$43.50
Sr. Accountant	\$61.00
Credit Analyst	\$74.00
Billing	\$40.00
Collections	\$32.50
Financial Analyst	\$65.00
Administrative Assistant	\$31.00
Executive Assistant	\$52.00
Marketing Assistant	\$40.00
Purchasing	\$32.50
Sr Auditor	\$78.00
Data Entry	\$28.00

ITN # 2019-00020

1st RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT (the “Renewal”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“FIU”) and **Kforce, INC.**, a Florida Corporation, whose principle address is 1001 East Palm Avenue, Tampa, FL 33605, who is authorized to do business in the State of Florida (the “Contractor”).

RECITALS

WHEREAS, FIU and the Contractor entered into that certain Agreement dated September 23, 2020, pursuant to the Invitation to Negotiate ITN# 2019-00020 (the “Agreement”), for Contractor to provide the following goods and/or services: Application Support Specialist positions (the “Services”);

WHEREAS, FIU and the Contractor desire to renew the Agreement for an additional one (1) year term.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein.
2. **Renewal Term**. The Agreement is hereby renewed for an additional one (1) year term, commencing on September 23, 2023, and ending on September 22, 2024 (the “Renewal Term”).
3. **Insurance**. The Contractor shall continue to furnish FIU with certificates of insurance for the duration of this Renewal. The Contractor’s certificates on the applicable policies (including but not limited to general liability and automobile liability policies) shall indicate an endorsement which names The Florida International 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 on such policies. Additionally, the Contractor’s policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. In the event the Contractor’s insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to FIU, then the Contractor will be required to provide thirty (30) days prior written notice to FIU in the event of a cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with this Renewal and the Agreement to ensure continuous coverage. If the Contractor fails to secure and maintain insurance policies complying with the provisions of this Contract, FIU may terminate this Renewal and the Agreement.
4. **Capitalized Terms**. All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

5. **Ratification.** Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.
6. **Compliance with Laws.** In the performance of this Contract, Contractor shall, at its own expense, at all times during the Renewal Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times during the Renewal Term maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Contract.
7. **Compliance with Public Records Law.** FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and FIU will respond to such public records request without any duty to give the Contractor prior notice. If Contractor is a "contractor" as defined under Section 119.0701, Florida Statutes, Contractor shall comply with all applicable public records laws. Specifically, Contractor shall: (1) keep and maintain public records required by FIU to perform the service; (2) Upon request from FIU's custodian of public records, provide FIU 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 under that section, or as otherwise provide 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 for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to FIU; and (4) upon completion of the contract, transfer, at no cost, to FIU all public records in possession of Contractor or keep and maintain public records required by FIU to perform the Service. If Contractor transfers all public records to FIU upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FIU, upon request by FIU's public records custodian, in a format that is compatible with FIU's information technology systems. If FIU receives a request for public records, and FIU does not possess such records, FIU shall immediately notify Contractor of such request, and Contractor must provide them to FIU or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with the request for records, FIU shall enforce the terms of the contract, and Contractor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. FIU may unilaterally cancel the Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT**

recordsmanagement@fiu.edu, OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.

8. **Section 889 Compliance Certification.** Contractor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
9. **E-Verify:** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Contractor 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 Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement. FIU may terminate this Agreement immediately upon notice to Contractor for any violation of this provision.
10. **No counterparts; facsimile signatures allowed.** This Renewal may not be executed in counterparts. This Renewal, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date.

FOR THE CONTRACTOR:

KFORCE, INC

By: _____

Print Name: _____

Title: _____

Date: _____

FOR FIU:

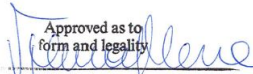
**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

By: _____

Name: _____

Title: _____

Date: _____

Approved as to
form and legality

FIU Attorney

Date: 8-4-23



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: Renewal of the Contract # PUR-03304 KFORCE INC for Application Support Specialist ITN-2019-00020

Funding Source(s): 210 (E&G), 211(Carry Forward), 335 (Continuing Education), 661 (Federal Level 4)

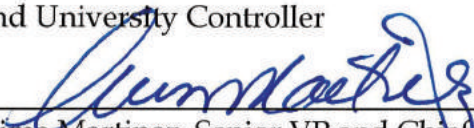
This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:

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 Alexandra Mirabal, Associate Vice President
 and University Controller

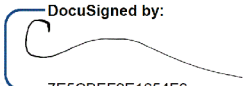
8/25/2023

Date


 Aime Martinez, Senior VP and Chief Financial
 Officer

8/31/23

Date

DocuSigned by:

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 Carlos B. Castillo, General Counsel

9/1/2023

Date

DocuSigned by:

 178D526292AA4C1...
 Dr. Kenneth Jessell, President

9/7/2023

Date

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

Finance and Facilities Committee

September 14, 2023

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

- 1) *Approval of Change Orders for PO 261177 with Google and PO 261174 with Meta (parent company of Facebook and Instagram)*
- 2) *Approval of Contract PUR-07120 with HighPoint Technology Solutions, LLC*
- 3) *Ratification of the Independent Contractor Agreement with vendor Logistics Management Group, Inc., and approval of the purchase orders that may be issued under this Agreement*

Proposed Committee Action:

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, (i) approve, as listed and described below, the University entering into the contracts and purchase orders and/or change orders to the purchase orders and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts and/or purchase orders.

Background Information:

- 1) **PO: 261177 (Vendor: Google) and PO: 261174 (Vendor: Meta, parent company of Facebook and Instagram)** have been issued for the College of Business for advertising services. Change orders are being requested not to exceed \$1.4M per supplier for the remainder of the fiscal year ending June 30, 2024. The POs serve as the contract for Google and Meta. The services are exempted under Florida Board of Governors Regulation 18.001(6)(d)(11) – Advertising, except for media placement services.

The Alvah H. Chapman, Jr. Graduate School of Business (“Chapman”) offers more than 25 graduate programs, including MBAs, specialized masters, and graduate certificates. Since nearly all the programs are a mix of market-rate and self-supporting, the marketing of these programs falls under the responsibility of the College of Business (“College”) and Chapman.

Over the past years, the College has made substantial investments in building an infrastructure aimed at attracting and retaining top students in its graduate programs. In February 2023, marketing initiatives were launched to promote the new STEM-designated program: the MBA in Cybersecurity Risk Management. Significant investment has been made in developing targeted marketing campaigns across various marketing platforms to promote the graduate programs to prospective students. These platforms include Google, Facebook, Instagram, and LinkedIn. The marketing strategy for these platforms is built around each individual program, with consideration of the target audience, positioning statement, budget, and other recruitment metrics.

Despite the increase in competition and advertising costs and a decrease in access to third party data that allowed more data-driven targeting, the College has continued to achieve enrollment goals and quality of students. These results are accomplished by complementing paid ads with high-quality organic content that helps prospective students research, compare, and decide on the best graduate program for their education and career goals. Paid ads remain a crucial element of the College's marketing mix and have proven to be the primary generator of prospective students.

The FIU Board of Trustees approved the same request for the College in fiscal years 2020-21, 2021-22, and 2022-23.

- **Term:** Annually
- **Cost:** Not to exceed \$1.4M annually per Supplier
FY 24 YTD PO Spend: Google: \$ 29,064.18 and Meta: \$67,230.94
- **Funding Source:** 335 Auxiliary-Continuing Education

Supporting Documentation: Funding Certification

Facilitator/Presenter: Aime Martinez

2) Contract PUR-07120 with HighPoint Technology Solutions, Inc

This contract is being requested by FIU Division of IT to procure bolt on software modules for the PantherSoft Student Information System. Since these modules are unique and only available from HighPoint Technology Solutions, LLC, Annual Sole Source Certification Category 5 should be utilized as the procurement method for this contract.

- **Term:** 5 years
- **Cost:** Total Purchasing Authority \$2,813,961
- **Funding Source:** 210 (E&G)

Supporting Documentation: Contract PUR-07120
Funding Certification Form

Facilitator/Presenter: Aime Martinez

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

The Agreement is to provide a wide array of event management services and source necessary items for the various events organized by the Food Network South Beach Wine & Food Festival presented by Capital One, to take place February 22 – 25, 2024 (the “2024 Festival”) and February 20-23, 2025 (the “2025 Festival”). The total amount of expenses could not be outlined in the Agreement since the run of show for the 2024 and 2025 Festivals are 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.

Exception under BOG Regulation 18.001(6)(d)(13) - Programs, conferences, workshops, continuing education events or other university programs that are offered to the general public for which fees are collected to pay all expenses associated with the event or program.

Term: Until the agreed upon services for the 2024 and 2025 Festivals are completed

Cost: Estimated \$1,815,146 for 2024 Festival and \$1,996,660 for 2025 Festival, both of which are based on an approved budget

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

Supporting Documentation: Independent Contractor Agreement, Vendor: Logistics Management Group, Inc.
Funding Certification Form

Facilitator/Presenter: Aime Martinez



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 for the College of Business not to exceed \$1.4M in annual aggregated marketing spend for Google and Meta/Instagram for the sole purpose of the marketing and recruitment of the College's Graduate Programs.

Funding Source(s):

Fund Code	Fund Code Description
335	Continuing Education

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.

William G. Hardin III, Dean, College of Business

8/9/2023

Date

DocuSigned by:

 0559B6D7363449F...

Aime Martinez, Chief Financial Officer and Senior Vice President

8/23/2023

Date

DocuSigned by:

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Carlos B. Castillo, General Counsel

9/6/2023

Date

DocuSigned by:

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Kenneth A. Jessell, President

9/7/2023

Date

PRODUCT & SERVICES AGREEMENT#

HPT_HCX_DP_SB_ARM_MC_CA_FIU_10001_10

_01_2023

This Product License & Services Agreement is made effective as of October 1st, 2023 by and between Florida International University, a university in Florida with its principal location at 11200 SW 8th St, Miami, FL 33199 (“Licensee” or “Client”) and HighPoint Technology Solutions, Inc., a Florida corporation with its principal offices at 2332 Galiano Street, 2nd Floor, Coral Gables, FL 33134 (“Licensor”).

1. Definitions:

- a. This “Agreement” shall mean this PRODUCT & SERVICES AGREEMENT and any Schedules hereto.
- b. “Designated Client Location” shall mean the location(s) of the CLIENT set out in Schedule A.
- c. “Product” or “Products” shall mean the proprietary intellectual property described in Schedule A to this Agreement.

2. License:

- a. LICENSOR grants to CLIENT a non-transferable use of the Licensed Products. Other than as specifically set forth herein, this license shall not include any right to copy, market, sublicense, distribute, or transfer the Products, to make the Products available to any other person, whether on a time sharing basis or otherwise, or to create works derivative of the Products.

CLIENT shall not:

- (i) Cause or permit decompilation or reverse assembly of all or any portion of the Licensed Products, except as expressly provided herein or by applicable law;
- (ii) Disclose or publish performance benchmark results for Licensed Products (as delivered or subsequently modified) without LICENSOR’s prior written consent; or

- (iii) Export or use the LICENSED PRODUCTS in violation of U.S. or other applicable laws or regulations, including the U.S. Department of Commerce export administration regulations.

The Licensed Products contain PeopleTools components (the "Proprietary Components").

b. LICENSOR has no obligation to provide, and CLIENT has no right to receive, any installation, training, maintenance, service, customization, support, or other services relating to the Licensed Products, or any upgrades or enhancements relating to the Licensed Products pursuant to this Agreement. Such items are offered only pursuant to an executed Purchase Order as described in the Product Installation Services Fee sections of this document.

c. The Licensed Products may be installed only at the Designated Client Location.

d. CLIENT acknowledges that CLIENT is acquiring only a subscription license to use the Products and not any title to or ownership of the Licensed Products or any part thereof.

e. The initial term of the subscription license for the Licensed Products is five (5) years and shall continue until LICENSOR terminates the subscription license as provided herein. LICENSOR may terminate this license if LICENSOR gives written notice to CLIENT specifying any material failure or default in the performance of any provisions of this Agreement and CLIENT fails to cure said failure or default to the reasonable satisfaction of LICENSOR within thirty (30) days after such notice, or within a longer period if a cure is reasonably expected to take longer than thirty (30) days. For un-curable failures or defaults, LICENSOR may terminate the license immediately upon notice to CLIENT. LICENSOR may also terminate a license hereunder if CLIENT shall be insolvent, is subject to any proceeding, voluntary or involuntary, under any bankruptcy or insolvency law, or executes an assignment for the benefit of creditors, or if a receiver or trustee is appointed for CLIENT. CLIENT shall, upon the termination of the license for Licensed Products, immediately (i) cease all use of the Licensed Products, (ii) return to LICENSOR the Licensed Products and related documentation, (iii) erase all coding for the Licensed Products from its computer equipment, and (iv) certify in writing to LICENSOR that it has done so. If LICENSOR terminates this Agreement as set forth in this paragraph, CLIENT shall not be entitled to refund of any portion of the fee paid expressly for the license, if any.

3. Fees and Payment Terms:

a. CLIENT shall pay LICENSOR all fees in U.S. dollars within thirty (30) days from the date of LICENSOR's invoice, and (ii) all payment obligations are absolute, non-cancelable, nonrefundable and non-contingent. Payments which are not received on the due date shall bear interest at the greater of twelve percent (12%) per annum or the maximum rate allowed under applicable law.

b. Excluding taxes based on LICENSOR's income, CLIENT is liable for all taxes, duties and customs fees relating to the Licensed Products and/or Services, unless CLIENT has provided LICENSOR with a valid tax exemption certificate which exempts CLIENT from such payments.

4. Disclaimer of Warranty: LICENSOR WARRANTS THAT IT WILL PROVIDE A COMPLETE COPY OF THE LICENSED PRODUCTS TO CLIENT. EXCEPT AS PROVIDED HEREIN, THE LICENSED PRODUCTS AND ALL RELATED MATERIALS ARE DELIVERED TO CLIENT "AS IS" AND

LICENSOR SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCTS OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT.

5. Limitation of Liability: LICENSOR WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS, SOFTWARE OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION OR NON-PROVISION OF SOFTWARE, DOCUMENTATION OR SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CLIENT TO LICENSOR UNDER THIS AGREEMENT.

6. Proprietary Rights:

a. The Licensed Products contain valuable intellectual property rights and proprietary information. LICENSOR (or its licensors) retains title to the Licensed Products, and all copyright and other rights to all portions of the Licensed Products.

b. CLIENT agrees to respect and not remove, obliterate, or cancel from view any LICENSOR (or its licensors') copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Licensed Products and to reproduce and include same on any archival or backup copy. CLIENT acknowledges that all title and interest, including all patent, copyright, trademark, and trade secret rights in the Products are the exclusive property of LICENSOR (or its licensors). CLIENT agrees neither to do nor to permit any act which may in any way jeopardize or be detrimental to the validity of LICENSOR's patent, copyright, trademark, trade secret or other rights in the Products. Nothing in this section shall be interpreted as limiting CLIENT from "branding" its site.

c. To the extent that CLIENT develops modifications and/or enhancements to the Proprietary Components, such modifications and/or enhancements shall be deemed derivative products owned by LICENSOR with CLIENT obtaining a royalty free license to use them. To the extent that CLIENT develops modifications and/or enhancements to the open source components of the Licensed Products, CLIENT grants LICENSOR a royalty free license to include such modifications and/or enhancements in the Licensed Products.

7. Confidentiality:

a. LICENSOR's Confidential Information includes, without limitation: the Licensed Products and any associated documentation; information concerning LICENSOR's plans for products or functionality, or service offerings; LICENSOR's business policies or practices; information identified as proprietary or confidential to LICENSOR; this Agreement and the terms, conditions, and pricing contained herein; LICENSOR's research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures; and information presented to CLIENT in focus groups, guide groups, or other

advisory groups sponsored by LICENSOR or its customers. CLIENT's Confidential Information means any and all information disclosed by CLIENT to LICENSOR which is identified as confidential or proprietary. "Discloser" is the party that is disclosing Confidential Information. "Recipient" is the party that is receiving Confidential Information.

b. During the course of the parties' relationship, they may have access to Confidential Information of the other. Recipient will not disclose Discloser's Confidential Information, orally or in writing, to any third party without the prior written consent of Discloser, except as provided below. The parties will protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which the Recipient utilizes for its own information that it does not wish disclosed to others. Recipient shall use Discloser's Confidential Information only to the extent necessary to exercise its rights or perform its obligations hereunder.

c. This Agreement imposes no obligation on Recipient with respect to Discloser's Confidential Information that Recipient can establish by legally sufficient evidence: (a) was, prior to receipt from Discloser, in the possession of, or rightfully known by Recipient, without an obligation to Discloser to maintain its confidentiality; (b) is or becomes generally known to the public or comes into the public domain without violation of this Agreement or without a violation of an obligation of confidentiality owed to the Discloser; or (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality to Discloser. For purposes of this Section, a disclosure of Confidential Information will not render the Confidential Information "generally known to the public" when the (i) disclosure is enjoined by Discloser, (ii) disclosure is the subject of a written settlement agreement between Discloser and a third party resolving a dispute between Discloser and such third party as to the alleged wrongful disclosure of the Confidential Information, provided that such information remains confidential pursuant to the terms of the settlement, or (iii) disclosing party is held liable to Discloser for damages in an action alleging wrongful disclosure or misappropriation of the Confidential Information.

d. Recipient may provide access to and use of the Discloser's Confidential Information only to those third parties that have a need to use and access the Confidential Information in the course of providing services to Recipient concerning CLIENT's use of the Licensed Products and have agreed to non-disclosure obligations substantially similar to those contained herein. Disclosure of Discloser's Confidential Information by any such third party will be deemed a breach by Recipient hereunder. To the extent Recipient may be required to disclose Confidential Information in a legal proceeding, Recipient may make such disclosure provided that Recipient notifies Discloser of such requirement prior to disclosure and makes diligent efforts to avoid and/or limit disclosure, and cooperates with Discloser in seeking a protective order.

e. The Recipient will not obtain, by virtue of this Agreement, any right, title, or interest in any Confidential Information of the Discloser, except as expressly provided herein. Immediately on termination of this Agreement, each party will certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed or returned to the Discloser, unless explicitly permitted in writing otherwise by the Discloser.

f. ALL CONFIDENTIAL INFORMATION PROVIDED TO THE RECIPIENT IS "AS-IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT.

8. Indemnification:

CLIENT shall defend, indemnify and hold LICENSOR, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CLIENT, its officers, agents, or employees.

LICENSOR shall defend, indemnify and hold the CLIENT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LICENSOR, its officers, agents, or employees.

9. Arbitration:

Any disputes arising related to the contents, terms or application of this Agreement will be determined and resolved in accordance with the Commercial Rules of the American Arbitration Association, by a single arbitrator if the parties shall agree upon one, or by one arbitrator appointed by each party and a third arbitrator designated by the other arbitrators. The arbitrator shall be an attorney experienced in computer software licensing agreements or a retired federal judge. In case of any failure of a party to make an appointment of an arbitrator, in either such case within two (2) weeks after commencement of the arbitration, such appointment shall be made by the American Arbitration Association in Miami-Dade County, FL USA. Unless otherwise agreed by the parties hereto, all such arbitration proceedings shall be held in Coral Gables, FL, USA. Each party agrees to comply with any award made in any such proceeding and to the entry of a judgment in any court having jurisdiction over arbitration proceedings upon any award rendered in such proceeding, such arbitration being intended to be binding. Notwithstanding the foregoing, LICENSOR may seek preliminary injunctive relief from a court of competent jurisdiction to protect LICENSOR's Intellectual Property and/or LICENSOR's Confidential Information, given the CLIENT is given the same injunctive relief to protect the CLIENT's Intellectual Property and Confidential Information.

10. General:



including Supplemental Addendum attached hereto and incorporated by this reference

a. This Agreement and the Schedules hereto constitute and incorporate the parties' entire agreement with respect to their subject matter, and supersede any and all prior oral and written agreements, understandings, and quotations. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by both parties. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

b. Neither LICENSOR nor CLIENT shall be liable for any delay or failure to take any action required hereunder (except for payment) due to any cause beyond the reasonable control of LICENSOR OR CLIENT, as the case may be.

c. This Agreement, and the transactions to which it relates, will be governed by and construed and enforced in accordance with the laws of the State of Florida. In connection with litigation arising from this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorneys' fees for such litigation and any subsequent appeals.

d. If any provision of this Agreement is held to be unenforceable the remaining portions of this Agreement shall remain in full force and effect.

e. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives; provided, however, that CLIENT shall not sublicense, assign, or transfer any part or all of its rights and obligations under this Agreement without the express written consent of LICENSOR.

f. All notices required by this Agreement shall be in writing and sent by certified mail or recognized courier such as UPS or FedEx to the addresses indicated in Schedule A, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notice will be effective on the date shown on the delivery receipt or refusal of receipt.

g. All of the provisions of this Agreement which by their nature are expected to survive the termination of this Agreement shall survive the termination of this Agreement, including specifically but without limitation sections 2(e), 3(b), 5, 6, 7 and 8.

HighPoint Technology Solutions, Inc.

By:

Name: George Amalor

Title: Chief Executive Officer

Agreement Date:

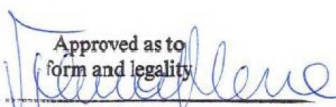
Florida International University
Board of Trustees

By:

Name:

Title:

Agreement Date:

Approved as to
form and legality

F.I.U. Attorney

DATE: 8-23-23

SCHEDULE A

Client: Florida International University
11200 SW 8th Street
Miami, FL 33199

Licensor: HighPoint Technology Solutions
2332 Galiano Street
2nd Floor
Coral Gables, FL 33134

Contact Information:

Name:	Jourdy Thro
Address:	HighPoint Technology Solutions 2332 Galiano Street, 2 nd Floor Coral Gables, FL 33134
Phone:	480-277-7429
Fax:	866-524-6308
E-mail:	jthro@highpoint.com

Designated Client Location: [location where this license may be installed]

Florida International University 11200 SW 8 th St Miami, FL 33199
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Products: HighPoint Campus Experience, Degree Planner, Advisee Relationship Management, Message Center, Schedule Builder & Course Auditor.

All fees are in USD and further detailed in the sections below.

Annual SaaS Product Fees:

Annual Subscription Fees for Year 1 (10/01/2023 - 06/30/2024)	\$ 386,221
Annual Subscription Fees for Year 2 (07/01/2024 - 06/30/2025)	\$ 543,685
Annual Subscription Fees for Year 3 (07/01/2025 - 06/30/2026)	\$ 543,685
Annual Subscription Fees for Year 4 (07/01/2026 - 06/30/2027)	\$ 607,685
Annual Subscription Fees for Year 5 (07/01/2027 - 06/30/2028)	\$ 607,685

Products are provided to Client upon issuance of both this fully signed Agreement.

- \$386,221 invoiced for HCX, DP, ARM, MC, SB & CA upon issuance by the Client of a Purchase Order referencing this fully signed Agreement.
- \$543,685 invoiced on July 1, 2024 for HCX, DP, ARM, MC, SB & CA.
- \$543,685 invoiced on July 1, 2025 for HCX, DP, ARM, MC, SB & CA.
- \$607,685 invoiced on July 1, 2026 for HCX, DP, ARM, MC, SB & CA.
- \$607,685 invoiced on July 1, 2027 for HCX, DP, ARM, MC, SB & CA.

Client will pay the invoice for the Fees within thirty (30) days of the invoice date. Licensor may invoice Client only after Licensor has delivered the Products to Client, either physically or electronically, and Client has confirmed its receipt thereof.

Product Installation Services Fee:

Offsite, fixed-fee product installation. <ul style="list-style-type: none">• Remote offsite installation guidance to the Client's staff• Remote functional walkthrough, support and guidance to the Client's staff.	\$ 125,000
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- The Product Installation Fee for the Licensed Applications is \$125,000 invoiced as follows:
 - \$125,000 invoiced for product installation of Campus Experience, Degree Planner, Advisee Relationship Management, Message Center, Schedule Builder & Course Auditor in one environment in the Designated CLIENT Location.

CLIENT will pay the invoice for the Product Installation Services Fee within thirty (30) days of the invoice date. LICENSOR may invoice CLIENT only after LICENSOR has assisted the CLIENT complete the product installation in a non-customized environment.

SCHEDULE B

Product Maintenance & Support Services:

Product Maintenance and Support Services are effective upon the Agreement Date of this executed Agreement and for the terms of purchase in the Product Fees section of this Agreement. Product Maintenance and Support Services include annual technical support services. Annual technical support (including first year and all renewed subsequent years) is provided under the technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this Agreement, are subject to change; however, policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees have been paid. The current technical support policies are described below in the Product Maintenance & Support Services Policies section.

Product Maintenance and Support Services include product updates, product enhancements and releases, and updates for supported third party software integrations.

Product Maintenance & Support Services Policies:

Product Maintenance & Support Services consists of:

- Product updates, fixes, security alerts, and critical patch updates.
- Upgrade documentation.
- Updates for supported third party software integrations.
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates.
- Assistance with service requests from 9:00am to 7:00pm EST, Monday – Friday (local business hours).
- Access to Customer Support Center (24 x 7 web-based customer support system) including the ability to log service requests online.

Prioritization of Service Requests:

- Service requests will be prioritized by Severity Level.
- Service Request Response Guidelines: Reasonable efforts will be made to respond to your service requests per the following guidelines:
 - Severity 1 service requests acknowledgement within 1 local business hour.
 - Severity 2 service requests acknowledgement within 2.5 local business hours.
 - Severity 3 service requests acknowledgement within the next local business day.
 - Severity 4 service requests acknowledgement within the next 2 local business day.
- Prioritization of defects to Product Development team for product bugs initiated for the resolution of service requests.

Severity Definitions:

- Severity 1 - Production use of the supported products is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:
 - Data corrupted
 - A critical documented function is not available
 - System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
 - System crashes, and crashes repeatedly after restart attempts
 - For all supported products, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.
 - 24 Hour Commitment to Severity 1 Service Requests for all supported products
 - Will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation.
- Severity 2 - A severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
- Severity 3 - A minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.
- Severity 4 - Request for information, an enhancement, or documentation clarification regarding product but there is no impact on the operation of the product. No loss of service and does not impede the operation of a system.

Technical support services are provided for issues that are demonstrable in the currently supported release(s) of the products, running unaltered, and on a certified hardware, database and operating system configuration, as specified in the Product Installation Checklist and/or product documentation.

Product Support Contact Information:

Product Support Application: support.mhighpoint.com

Product Support Phone Number: 1-800-767-0893

Product Support Email Address: support@mhighpoint.com

1. Incorporation by Reference. The Florida International University Board of Trustees (“FIU”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - Software (“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 Accounts Payable at (305) 348-3889. 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.

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. FIU’s Information. Vendor acknowledges and agrees that: (a) all documents, data, studies, materials, information, or other intellectual property furnished to Vendor by FIU or FIU’s affiliates in connection with the Agreement, and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FIU in connection with the Agreement, or which reflect any of the documents, studies, materials information, or other intellectual property furnished to Vendor by FIU (collectively, (a) and (b) are referred to as the “Information”) are and shall remain at all times confidential, proprietary, and the sole property of FIU. FIU shall retain all rights, title and interest in the Information. Vendor agrees that it shall not use the Information and will not share it with its employees, except as necessary to Vendor’s performance under the Agreement. Vendor shall not disclose the Information to third parties unless it obtains FIU’s written consent to such disclosure. In the event Vendor is required by subpoena, law or other judicial or administrative process to disclose the Information, Vendor shall (i) provide FIU with prompt notice thereof; (ii) consult with FIU on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws (defined below); and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment will be accorded. Upon termination of the Agreement or upon request by FIU, Vendor shall promptly return the Information.

5. Public Records. FIU is subject to Chapter 119 of the Florida Statutes, commonly known as 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 all public records that were made or received in conjunction with the Agreement. This provision shall survive termination or expiration of 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.: (a) Keep and maintain public records required by FIU to perform the service; (b) Upon request by FIU, provide the public with access to public records on the same terms and conditions that FIU would provide the records and at a cost that does not exceed the cost provided in the public records laws, or as otherwise provided by law; (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to FIU all public records in possession of Vendor upon termination of the Agreement (or upon request by FIU) and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to FIU in a format that is compatible with FIU’s information technology systems. **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](#), BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**

6. Intellectual Property. Vendor represents and warrants that its hardware, software and any related systems, documentation and/or services related thereto (collectively, the “IP”) furnished by Vendor to FIU will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against FIU by settlement or final judgment of a court that is based on a claim that Vendor’s IP infringes an intellectual property right of a third party. FIU will provide reasonable cooperation in the defense of the suit at Vendor’s expense. Such defense and indemnity shall survive termination or expiration of the Agreement and Vendor’s liability for the above is not limited by any limitation of liability clauses in the Agreement. In the event an injunction or order shall be obtained against FIU for the use of Vendor’s IP or if in Vendor’s opinion the IP is likely to become the subject of a claim of infringement or violation of a copyright, trademark, trade secret, or other proprietary right of a third party, Vendor shall, at its expense: (a) Procure for FIU the right to continue

using the IP; or (b) at no additional cost to FIU, replace or modify the IP so that it becomes non-infringing, but only if the modification or replacement does not adversely affect the specifications of the IP or its use by FIU. If neither (a) nor (b) above is practical, Vendor shall remove the IP from FIU and shall issue a refund for the IP to FIU, less reasonable depreciation. Thereafter, any license involved shall be canceled. FIU may distribute any information or service based upon, generated by, or involving the use of the IP as long as the IP is not distributed to individuals outside of FIU. FIU may create and retain a copy of the IP and related documentation for back-up and disaster recovery purposes, and for archival purposes for use after the termination and/or expiration of the Agreement.

7. 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 be alleged to have arisen, from) 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. 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.**

8. Compliance. In the performance of the Agreement, Vendor shall at its own expense, at all times during the term:

- a. **Permits:** have all applicable permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement;
- b. **General:** comply with all applicable federal, state, local and FIU laws, rules, regulations, and ordinances and all other governmental requirements.
- c. **Section 889 Compliance Certification:** comply with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment);
- d. **Privacy:** comply with any and 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, the Federal Trade Commission’s Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), [FIU Policy 1110.032 – Preventing Identity Theft on Covered Accounts](#), and [FIU Procedure 1930.020a – Data Stewardship](#) (collectively, “Privacy Laws”). 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 that term is or may be defined by state or federal law, FIU and Vendor shall, pursuant to [FIU Policy 1610.020](#), 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;
- e. **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;
- f. **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 unrendered services; and
- g. **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.
- h. **Accessibility Compliance.** Vendor shall ensure that all products and services are accessibility compliant prior to the FIU’s agreed upon production go-live. Specifically, Vendor shall ensure that, prior to the final implementation date of the Services outlined in the Agreement and at all times after, the Services under the Agreement shall fully conform to then applicable Revised 508 Standards. Vendor must provide a Voluntary Product Accessibility Template (VPAT) as confirmation that the Services provided meet these standards. A new VPAT must be provided for all product updates, releases or upgrades prior to implementing said updates, releases or upgrades. Vendor agrees to promptly respond to and resolve any complaint brought to its attention regarding accessibility of its products or services.

9. General Provisions.

- a. **Warranties.** Vendor, at a minimum, warrants that the IP, the goods, and/or the 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.
- b. **Publicity.** Intentionally omitted.
- c. **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 any conflicts of law principles. Exclusive venue of any actions arising out of the Agreement shall be in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity, including from taxation.
- 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.**
 - i. **For Convenience.** After completing 36 months term of the Agreement, FIU may terminate the Agreement, at any time by giving Vendor at least thirty (30) days prior written notice of termination, 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.
 - ii. **For Cause.** FIU may terminate this Agreement for cause if FIU gives written notice to Vendor specifying any material failure or default in the performance of any provisions of this Agreement and Vendor fails to cure said failure or default to the reasonable satisfaction of FIU within thirty (30) days after such notice, or within a longer period if a cure is reasonably expected to take longer than thirty (30) days.
- 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. **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.
- l. **Modification/Assignment/Binding Effect/Waiver.** The Agreement may be modified, altered, or amended only by written agreement signed by both FIU and Vendor. Except for any subcontracting or delegation expressly agreed to in writing by both parties, Vendor

shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under the Agreement, without the prior written consent of FIU, which shall not be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or other delegation shall in any event relieve Vendor of any obligation or liability under the Agreement. The Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns. No waiver by a party of any provision or breach of the Agreement shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of the Agreement shall be deemed a waiver of any other provisions or breach. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

10. Secure Protection and Handling of Data Network Security: To the extent applicable to Vendor's performance under the Agreement, Vendor agrees at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Vendor further agrees:

- a. **Network Standards:** to use at least those standards that FIU applies to its own network, pursuant to [FIU Policy 1910.010 - University Wireless Network Infrastructure](#);
- b. **Data Security:** to protect and maintain the security of FIU data with protection that is at least as good as or better than that maintained by FIU. These security measures include maintaining secure environments that are patched and up-to-date with all appropriate security updates pursuant to [FIU Policy 1930.020 - Information Technology Security](#);
- c. **Data Transmission:** that any and all transmission or exchange of system application data with FIU and/or any other parties expressly designated by FIU, shall take place via secure means, e.g., HTTPS or FTPS;
- d. **Data Storage:** that any and all FIU data will be stored, processed, and maintained solely on designated target servers and that no FIU data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is in part of Vendor's designated backup and recovery process. Furthermore, all data 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;
- e. **Domain Encryption:** that any websites hosted by Vendor on behalf of FIU shall be on an encrypted domain in compliance with the minimum security standards pursuant to [FIU Policy 175.150 - Digital Communications Standards Policy](#);
- f. **Data Encryption:** to store any FIU backup data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key;
- g. **Password Protection:** that any portable or laptop computer that resides at any FIU facility, has access to a FIU network, or stores any non-public FIU data is equipped with strong and secure password protection;
- h. **Data Re-Use:** that all data exchanged shall be used expressly and solely for the purpose enumerated in the Agreement. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor. Vendor further agrees that no FIU data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by FIU;
- i. **Data Destruction:** that, upon termination of the Agreement, it shall erase, destroy, and render unreadable 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; and
- j. **Notification and Data Breaches:** to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith. In the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law (a "Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend FIU against any claims, damages, or other harm related to such Notification Event.

11. No counterparts; Signatures. The Agreement may not be executed in counterparts. This Agreement 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 electronically has the authority to do so and that such electronic 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 duly authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: _____

By: _____

Name: _____

Title: _____

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: Contract#PUR-07120 HighPoint Technology Solutions, INC for Student Success Application Modules: Degree Planner, Schedule Builder, Advise Management, Campus Experience, Course Editor, Message Center

Funding Source(s): 210 (E&G)

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.


 Robert Grillo, Vice President & CIO

8/1/23
 Date

DocuSigned by:

 0559B6D7363449F...

8/23/2023

Aime Martinez, Chief Financial Officer and Senior Vice President for Finance and Administration.

Date

DocuSigned by:

 7E5CBEF9E1654F6...

9/6/2023

Carlos B. Castillo, General Counsel

Date

DocuSigned by:

 178D526292AA4C1...

9/7/2023

Kenneth A. Jessell, President

Date



Logistics Management Group, Inc., Inc.
INDEPENDENT CONTRACTOR AGREEMENT – General

Contractor: Logistics Management Group, Inc. (exactly as written on payee's W-9)
Address: 7901 Hispanola Avenue, #1804, North Bay Village, FL 33141

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 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 2024 and 2025 Festivals, to be held on February 22 – 25, 2024 and February 20 – 23, 2025; and

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. **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.
4. **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**”).
5. **Fee for Services.** As full compensation for the Services to be provided by Contractor hereunder, the Festival agrees to pay Contractor as defined in the compensation structure outlined in **Exhibit B** attached hereto and subject to the terms of paragraph 7 (Payment Terms) below.
6. **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 7 (Payment Terms).
7. **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](#), 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.

Contractor shall be solely responsible for paying directly to each vendor to whom any amount is due from Contractor for services, equipment, materials and/or supplies provided to the Festival under this Agreement, except for the following vendors: SEI Wireless, Logan Corp, Lank Oil and CES Power LLC (collectively, the "Excepted Vendors"). The parties agree that the "Excepted Vendors" shall be paid directly by Festival notwithstanding any provision in the Agreement stating to the contrary. Contractor shall remain responsible for negotiating the pricing, scope of work and other details with all the vendors performing under this Agreement.

8. Termination. This Agreement may be terminated for any reason by either party at any time, by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination, provided said effective date falls prior to January 1 of each respective year of this Agreement. Should the Agreement be terminated by the Festival, any outstanding fees due to Contractor for work satisfactorily performed as of date of termination will be paid to Contractor in full along with any reasonable non-refundable expenses paid or incurred by Contractor and approved by the Festival through the date of termination. 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.

9. Event Changes; Force Majeure. The parties agree that if the Festival or any of its event(s) is postponed or canceled by the Festival due to public health and/or safety concerns or if either party is delayed, or is unable to fulfill or perform any of the terms or obligations under this Agreement due to force majeure events, as defined herein ("Force Majeure Events"), neither party shall be liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement for any such delays, suspensions, damages, or failure to fulfill or perform any of the terms or obligations under this Agreement. 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 party affected by the events outlined in this Section (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 or other event outlined herein has ended or cannot be cured for a period of thirty (30) days following written notice given by it under this Section, 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.

10. 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.

11. 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. All work products created solely by the Contractor without any involvement from the Festival are the sole intellectual property of the Contractor.

12. 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.

13. 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; 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 knowingly 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.

14. 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)).

15. 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.

16. 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 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 the Festival's employees, including FIU students, volunteers and FIU managed support personnel,

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 totaled 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 Vendor/Contractor from any liability or claim arising out of the negligent performance or failure of performance of Vendor/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 the Festival or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of the Festival to be sued; or iii) a waiver of sovereign immunity of the Festival beyond the waiver described herein and provided in §768.28, Florida Statutes.

17. 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.

To the extent permitted by law, the Festival agrees that it will not contact any of Contractor's vendors (i.e., for supporting documentation on invoices or required signatures, etc.) but if supplemental information is needed, the Festival and/or its designated party will issue a written request to Contractor detailing the specifics of the information requested for Contractor to obtain. The Festival further acknowledges that Contractor's information is proprietary and confidential, and accordingly, to the extent permitted by law, the Festival agrees to treat the forgoing and any other work product or information provided by Contractor to the Festival hereunder, as confidential;. 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 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, FIU's department and its employees responsible for the Festival shall not circumvent the Contractor and attempt to procure or purchase products for the Festival from any Festival vendors or any entity 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,. The confidentiality and non-circumvention provisions set out in this section shall survive the termination of this Agreement.

18. Loss/Theft. The Festival is not responsible for Contractor's (or its agents, vendors or representatives) goods, property, equipment, materials, product or any other items and shall have no obligation or liability whatsoever for any loss, misplacement or theft of such property due to the Contractor's negligence. However, the Festival shall be responsible when such loss, misplacement or theft of said items directly arises from the Festival's willful misconduct or gross negligence, or whenever Contractor's "possession" of those certain incidentals (e.g., when Contractor rents items on behalf of the Festival and the Festival is the only party who takes possession of said items).

19. 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.

20. 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: Ashley Shapiro, Associate Director, South Beach Wine & Food Festival®
Phone: 305-627-1617; E-mail: ashapiro@fiu.edu

Logistics Management Group, Inc.
7901 Hispanola Avenue, #1804, North Bay Village, FL 33141
Attn: Randi Freedman, President
E-mail: lmgrandi@aol.com

21. E-Verify. All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Contractor 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 Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement. The Festival may terminate this Agreement immediately upon notice to Contractor for any violation of this provision.

22. 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) Subcontracting. Contractor retains the right to subcontract specific tasks to outside parties. Should Contractor elect to subcontract specific tasks, subcontractors will be subject to the same contractual terms as Contractor and Contractor will be fully responsible for the quality of all work products.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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, Inc.

Randi Freedman
President

Date: _____

AGREED:

The Florida International University Board of Trustees

David H. Snider
Assistant Vice President, Business and Finance

Date: _____

***Reviewed & Approved by the FIU
Office of the General Counsel***

Exhibit A Services

I. Scope of Work – Grand Tasting Venue Site Producer

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 – full event needs
2. Bathroom Trailers –full event needs
3. Bathroom Trailer Attendants – full event needs
4. Bathroom Trailers – Port-o-Potties – full event needs
5. Bathroom Trailers – Green Room – full event needs
6. Bathroom Trailer Services – full event needs
7. City of Miami Beach Special Event permits – full event needs
8. Dishwashers – full event needs
9. Dumpsters – full event needs
10. Entrance Trusses— full event needs
11. Fire / Police / EMT – full event needs
12. Fire Extinguishers –full event needs
13. Flooring – full event needs
14. Garbage Boxes – full event needs
15. Gas/Fuel – full event needs
16. Gators – full event needs
17. Generators – full event needs
18. Golf Carts – full event needs
19. Hand-washing Stations – full event needs
20. Heavy Equipment – full event needs
21. Ice – full event needs
22. Labor – Maintenance crew – full event needs
23. Labor – Banner Cabling - full event needs
24. Lighting – full event needs
25. Office Supplies – full event needs
26. Parking Meters – full event needs
27. Parking – Exhibitors/Suppliers – full event needs
28. Permits – Expeditors, Engineering, Inspectors – full event needs
29. Permits – CMB Permits – full event needs
30. Permits – State of Florida – full event needs
31. PODS – full event needs
32. Production Crews –full event needs
33. Production Supplies – full event needs
34. Project Managers – full event needs
35. Radios – full event needs
36. Recycling Program – full event needs
37. Refrigeration units – full event needs
38. Sand Maintenance/County – full event needs
39. Security – full event needs.
40. Signage – operational full event needs
41. Signage – GTV operational signage, as required
42. Signage – full site needs as directed and approved by Festival Managing Director
43. Sinks – full event needs

44. Site plan – full event needs
45. Sound and Staging – full event needs
46. Sponsorship Site Operations – full event needs
47. Staff Meals – full event needs
48. Tents – full event needs
49. Trailers/Offices – full event needs
50. Trees – Greenery – full event needs
51. Truck Management – full event needs
52. Warehouse Equipment – full needs
53. Water – all needs as directed and approved.
54. Wireless Internet – full event needs
55. All other equipment, labor, personnel, staffing, subcontracted services required to successfully build and operate the Grand Tasting Venue – as directed by Festival Managing Director.

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, project managers, and 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. 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 – Senior Producer Grand Tasting and North Venue Additional Services

A. In addition to the contractual responsibilities as the Grand Tasting Venue Site Producer, below are the additional scope of services to be provided by Contractor in the role of Senior Producer (SP) for the Grand Tasting and North Venue (NV), all under the direction of Festival Managing Director:

1. Primary liaison with City of Miami Beach (CMB) officials and all City departments for all Festival beach events or sites requiring permits.
2. Primary liaison with CMB Police and Fire Departments for all beach events or sites (i.e., hotels or private properties) requiring services.
3. Primary liaison with Boucher Brothers ownership and management to preserve relationship.
4. Obtain Boucher Brothers approval for all beach sites.
5. Primary liaison with County and State for all permit submissions or service requests
6. Primary representative to present all Festival beach events in CMB Community Review.
7. Oversight and review of all CMB structural permitting.
8. Develop permit timeline submission schedule and coordinate schedule with North Venue Site Producer (NVSP) for compliance.
9. Oversight and review of all NV CMB permit requirements (non-building) such as Sanitation plans, ROS, signoffs before submissions by NVSP.
10. Review of all NVSP basic CAD site plan layouts.
11. Oversight & review of all NV site plans including life safety, electrical, occupancy drawings as provided by vendor.

12. Provide oversight and general consulting for the Festival on a “day-to-day” oversight of NVSP to insure seamless transition completion from NVSM role into NVSP.
13. Attend & participate in NV sponsor calls.
14. Attend & participate in NV internal production calls with Festival Managing Director.
15. Review & provide oversight of NV sponsor PowerPoint presentations to insure all inclusive.
16. Oversight of NV band technical riders to work a negotiated rider.
17. Primary liaison with Clean Vibes pre-show for both GT & NV.
18. Attend retreats, staff meetings as the Festival representative for the beach sites.
19. Liaison with Festival staff to obtain indemnity & FIU insurance and submit for both NV and GT.
20. Obtain permitting for up to three additional Miami Beach Hotel or venue events.
21. Obtain power services for Miami Rescue Mission.

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. The Festival will exercise its best efforts to provide site plans no later than Dec 1, 2023.

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 2024 and 2025 Festivals 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. **2024 Event Management Fee**. Contractor will receive an event management fee for the 2024 Festival of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the Grand Tasting Venue Site Producer and additional scope of services as outlined in Exhibit A, Sections II & III (collectively, the “2024 Fee” or the “2024 Event Management Fee”), contingent upon the performance of the Services as agreed upon for the 2024 Festival. The 2024 Event Management Fee will be payable according to the following schedule:

Payment No.	Payment as a percent of the 2024 Fee	Due Date
1	Fifty percent (50%)	January 1, 2024
2	Twenty-five percent (25%)	February 3, 2024 (Load-In Date)
3	Twenty-five percent (25%)	Ten (10) days following the conclusion of the 2024 Festival

- b. **2025 Event Management Fee**. Contractor will receive an event management fee for the 2025 Festival of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the Grand Tasting Venue Site Producer and additional scope of services as outlined in Exhibit A, Sections II & III (collectively, the “2025 Fee” or the “2025 Event Management Fee”), contingent upon the performance of the Services as agreed upon for the 2025 Festival. The 2025 Event Management Fee will be payable according to the following schedule:

Payment No.	Payment as a percent of the 2025 Fee	Due Date
1	Fifty percent (50%)	January 1, 2025
2	Twenty-five percent (25%)	February 2, 2025 (Load-In Date)
3	Twenty-five percent (25%)	Ten (10) days following the conclusion of the 2025 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 November 15th of each respective year of this Agreement to be paid by the Festival.
- 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 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 and supplied by vendors). Contractor's invoice will provide a summary description and be submitted along with individual invoices that sum to the total Contractor invoice.

- b. **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 percent (20%) payment for GTV Operating expenses shall be paid to Contractor on December 15, 2023. An additional Fifty percent (50%) shall be paid to Contractor on January 8, 2024. A third payment of Twenty percent (20%) shall be paid to Contractor on February 5, 2024 with the final balance of the GTV Operating Expenses to be paid within fifteen (15) days of submitted reconciliation of budget expenses. Vendor invoices provided as support documentation. All reconciliation documentation with vendor invoices is due from Contractor by May 1, 2024. All above terms will apply to the 2025 Festival with equivalent dates in the following year.
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 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 6 (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 6 (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 as provided by the Contractor's accounting system.



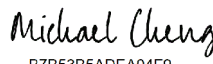
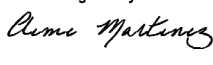
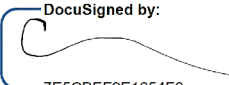
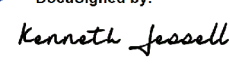
Funding Certification Form

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.

<p>DocuSigned by:  B7B53B5ADEA04F9...</p> <p>_____ Vice President</p>	<p>8/3/2023</p> <p>_____ Date</p>
<p>DocuSigned by:  0559B6D7363449F...</p> <p>_____ Aime Martinez, Chief Financial Officer and Senior Vice President</p>	<p>8/23/2023</p> <p>_____ Date</p>
<p>DocuSigned by:  7E5CBEF9E1654F6...</p> <p>_____ Carlos B. Castillo, General Counsel</p>	<p>9/6/2023</p> <p>_____ Date</p>
<p>DocuSigned by:  178D526292AA4C1...</p> <p>_____ Kenneth A. Jessell, President</p>	<p>9/7/2023</p> <p>_____ Date</p>

Florida International University
Financial Summary Overview ¹
FY 2022-23

	Year To Date June 2023						
	Budget	Current Year Actual	Variance				
			\$	%			
(\$ in millions)							
Revenue / Receipts							
University							
Educational and General (net) ²	\$	599.0	\$	601.7	\$	2.7	0%
University		547.4		549.8		2.4	0%
College of Medicine		51.6		51.9		0.3	1%
FIU Self-Insurance Program		0.4		0.3		(0.1)	-25%
Auxiliary Enterprises		278.1		268.5		(9.6)	-3%
Intercollegiate Athletics		30.3		33.8		3.5	12%
Activities and Service		19.8		19.7		(0.1)	-1%
Technology Fee		11.0		10.8		(0.2)	-2%
Board Approved Fees		0.4		0.5		0.0	7%
Contracts and Grants		237.3		269.1		31.8	13%
Student Financial Aid		247.2		240.9		(6.3)	-3%
Concessions		0.7		0.9		0.2	29%
Direct Support Organizations							
FIU Athletic Finance Corp.		4.9		5.5		0.6	12%
FIU Foundation Inc.		42.0		40.9		(1.1)	-3%
Contributions for University Support		40.7		39.6		(1.1)	-3%
Contributions and Operating Revenues		1.3		1.3		-	0%
FIU Health Care Network		2.9		4.8		1.9	64%
FIU Research Foundation		0.2		0.2		-	0%
Interfund Adjustments ³		(14.0)		(14.0)		-	0%
Total Operating Revenues	\$	1,460.2	\$	1,483.5	\$	23.3	2%
University: Treasury (net) & Contracts & Grants		12.8		15.1		2.3	18%
DSO's: Foundation, AFC, & HCN		24.2		32.1		7.9	33%
Total Investment Revenues	\$	37.0	\$	47.2	\$	10.2	28%
Total Revenues / Receipts	\$	1,497.2	\$	1,530.7	\$	33.5	2%
Expenses							
University							
Educational and General (net)	\$	599.0	\$	571.4	\$	27.6	5%
University		547.4		527.7		19.7	4%
College of Medicine		51.6		43.7		7.9	15%
FIU Self-Insurance Program		0.2		0.2		-	0%
Auxiliary Enterprises		259.6		257.8		1.8	1%
Intercollegiate Athletics		31.7		33.4		(1.7)	-5%
Activities and Service		20.9		18.4		2.5	12%
Technology Fee		13.8		15.4		(1.6)	-12%
Board Approved Fees		0.4		0.3		0.1	25%
Contracts and Grants		222.4		240.0		(17.6)	-8%
Student Financial Aid		251.2		238.9		12.3	5%
Concessions		1.0		0.9		0.1	10%
Direct Support Organizations							
FIU Athletic Finance Corp.		2.6		2.5		0.1	4%
FIU Foundation Inc.		52.7		53.1		(0.4)	-1%
University Program Support		39.3		41.9		(2.6)	-7%
Operating Expenses		13.4		11.2		2.2	16%
FIU Health Care Network		2.8		4.5		(1.7)	-61%
FIU Research Foundation		-		0.0		(0.0)	0%
		-		-		-	0%
Interfund Adjustments ³		(14.0)		(14.0)		-	0%
Total Expenses		1,444.3		1,422.8		21.5	1%
Principal Payment of Debt ⁴		8.8		8.8		-	0%
Change in Net Assets (incl. Investments)	\$	44.1	\$	99.1	\$	55.0	125%
Change in Net Assets (excl. Investments)	\$	7.1	\$	51.9	\$	44.8	629%

Florida International University
Financial Summary Overview ¹
FY 2022-23 as of June 2023

Financial Highlights:

Real Timing

Operations - By Fund and Direct Support Organization

Educational and General Variance: Revenues \$2.7M, Expenses \$27.6M

I. University (ex-College of Medicine) Variance: Revenues \$2.4M, Expenses 19.7M

Operating Revenues

State Appropriations:

▪ Amendments for distributions for Programs of Strategic Emphasis waivers, \$4.9M, and Nursing Education (LINE), \$2.7M, offset by lower risk management insurance premiums, (\$0.7M)	6.9	-
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Tuition:

▪ Undergraduate base: student credit hour enrollment is 928 FTE or 3.1% below target; associated tuition revenues are below plan mainly due to lower than anticipated student credit hour enrollment in transfer students	(6.8)	-
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▪ FIU Fully Online: lower net tuition revenues mainly due to lower than planned enrollment, 130 FTE or 2.3%	(0.2)	-
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▪ Dual Enrolled: student credit hour enrollment is higher than target by 75 FTE or 5.9%; favorable revenue variance mainly due to unbudgeted revenues from in-state fee for on-campus dual enrolled students - tuition for off-campus, dual enrolled students is waived by statute	0.5	-
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▪ Shorelight Enrollment (international students): 37.9% or 259 FTE higher than budgeted enrollment; net tuition revenue from progressed students is above plan	2.0	-
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▪ Tuition differential: above target as lower student credit hour enrollment is offset by lower than anticipated prepaid contract exclusions	0.3	-
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▪ Graduate and Professional: student credit hour enrollment below target by 2.7% or 148 FTE, mainly lower enrollment across Nursing and Law professional programs and graduate programs. Higher tuition revenue reflects change in recording out-of-state fees for non-resident fellows and graduate assistants (F.S. 1009.24 (5)(b)) which are now charged and waived vs. not charged, \$4.5M	4.5	-
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▪ Other: Higher waivers of \$5.9M due to change in recording out-of-state fees for non-resident fellows and graduate assistants (F.S. 1009.24 (5)(b)) which are now charged and waived vs. not charged, (\$5.3M); Programs of Strategic Emphasis waivers which were not funded by the state, (\$1.3M); in addition to lower incidental revenues and higher financial aid allocations, (\$0.4M); offset by lower bad debt allocation, \$1.5M; and less mandatory and other waivers, \$0.7M	(4.8)	-
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Total Revenues Variance

\$ 2.4	\$ -	
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Operating Expenses:

The favorable expense variance of \$19.7M is mainly due to savings from vacant positions and personnel leave paid out of the fringe benefit pool, \$29.7M; delayed spending on the Nursing Education (PIPELINE)) funds earmarked for the Biscayne Bay Campus Star Center renovation, \$2.4M; and lower risk management insurance premium pass-through, \$0.7M; offset by university-wide out-of-unit and AFSCME employee bonuses funded with placeholders and salary savings, (\$6.1M); additional expenditures due to appropriation amendments during the year from the state for Programs of Strategic Emphasis waivers, (\$4.9M), and Nursing Education (LINE) scholarships, (\$0.3M); and higher utility expenses, (\$1.8M).	\$ 19.7	\$ -
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II. College of Medicine Variance: Revenues \$0.3M, Expenses \$7.9M

Net tuition revenue is higher than target due to students returning from leave of absence, lower bad debt allocation, and less waivers.	\$ 0.3	\$ -
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The favorable expense variance is driven mainly by savings from vacant positions, \$8.1M, and other operating expenses, \$0.9M, offset by unbudgeted university-wide out-of-unit bonuses, (\$1.1M).	\$ 7.9	\$ -
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FIU Self-Insurance Program Variance: Revenues -\$0.1M, Expenses \$0.0M

Revenues are \$60K lower than projections due to lower than anticipated premium costs — only sufficient funding needed to cover costs is provided.	\$ (0.1)	\$ -
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Favorable operating expense variance of \$31K due to lower than anticipated program administration charges.	\$ 0.0	\$ -
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Florida International University
Financial Summary Overview ¹
FY 2022-23 as of June 2023

Financial Highlights:

Real Timing

Auxiliary Enterprises Variance: Revenues -\$9.6M, Expenses \$1.8M

Revenues are below plan by \$9.6M mainly due to lower enrollment in academic auxiliary programs, mainly College of Business and Herbert Wertheim College of Medicine, less distance learning fees and academic overhead revenues, and lower revenues in recharge centers, (\$11.8M); less shared services fee revenue commensurate with lower expenses, (\$4.6M); lower management fee and program revenues from the American University of Antigua (AUA) as the transition of the program from the FIU HealthCare Network to the university occurred in the second quarter instead of the first quarter as planned, (\$0.6M); and lower revenues across various auxiliaries, (\$0.4M); offset by higher clinical patient revenue originally budgeted under the FIU HealthCare Network, \$3.7M; transfer of funds related to the Management and Advanced Research Center (MARC) building reserve, and greater revenues from food services and retail operations, \$2.1M; greater than anticipated revenues for South Beach Wine and Food Festival, \$1.6M; increased revenues from conferences and fees in Housing, \$0.4M.

\$ (9.6) \$ -

Expenditures are below budget by \$1.8M, mainly due to vacant positions across all auxiliaries, \$7.6M, less academic auxiliary expenses associated with lower enrollment, \$1.6M; offset by higher than planned expenditures associated with academic units, (\$2.6M), marketing and publications, (\$1.7M), FIU HealthCare Network support for clinical activities, (\$1.0M), Panther TECH computer Store, (\$1.0M), South Beach Wine and Food Festival commensurate with higher revenues, (\$0.8M), and maintenance and repairs in Housing buildings and parking garages, (\$0.4M).

\$ 1.8 \$ -

Intercollegiate Athletics Variance: Revenues \$3.5M, Expenses -\$1.7M

The revenue variance of \$3.5M is mainly due to higher than anticipated NCAA conference revenue distributions, additional support from FIU Athletic Finance Corp. and FIU Foundation Inc., prior year insurance payment, and additional game guarantees, \$3.9M; offset by lower athletic fee revenues due to lower student enrollment, (\$0.4M).

\$ 3.5 \$ -

Expenditures are higher than budget mainly due to additional conference distributions to FIU Athletic Finance Corp.; higher expenses for athletics uniforms, professional services, materials and equipment, and athletic scholarships; and an unbudgeted bonus insurance payment; offset by savings in salaries and benefits due to changes in the football staff and personnel turnover, and delayed hiring on temporary positions.

\$ (1.7) \$ -

Student Activity and Service Variance: Revenues -\$0.1M, Expenses \$2.5M

Operating revenues are below target as lower Student Activity and Service Fee revenues from lower student credit hour enrollment, (\$0.3M), are offset by higher revenues from the Student Orientation Program, \$0.2M.

\$ (0.1) \$ -

Expenses are below target primarily due to savings mainly in student centers and buildings and student groups and clubs due to vacant positions and less temporary personnel, \$2.7M, offset by higher other expenses, (\$0.2M).

\$ 2.5 \$ -

Technology Fee: Revenues -\$0.2M, Expenses -\$1.6M

Technology fee revenues are below target due to lower student credit hour enrollment.

\$ (0.2) \$ -

Expenses are above budget due to a change in the billing process by the Panther TECH store whereby the Panther TECH store bills for products purchased upon receipt of a purchase order vs. when the goods are received. This adjustment in the billing process has resulted in higher-than-anticipated expenses; the Technology Fee fund has sufficient accumulated balances from prior years to cover the higher expenses.

\$ (1.6) \$ -

Board Approved Fees: Revenues \$0.0M, Expenses \$0.1M

Revenues are slightly above plan by \$26K or 66%, due to more than anticipated students reaching the minimum eligibility threshold of seventy credit hours to be assessed the Bar Test Prep Fee.

\$ 0.0 \$ -

Expenses are \$115K or 28% lower than budget due to delayed invoicing from the third-party test prep vendors; the amounts due will be paid in the fiscal year 2023-24. The fund has sufficient beginning net position in fiscal year 2023-24, \$223K, to cover these expenses.

\$ 0.1 \$ -

Contracts and Grants Variance: Revenues \$31.8M, Expenses -\$17.6M

Sponsored Research:

The favorable variance in revenues of \$27.6M is due to higher than planned revenue across all sources of sponsored projects, mainly federal grants, \$21.2M and state grants, \$4.7M.

\$ 27.6 \$ -

Florida International University
Financial Summary Overview ¹
FY 2022-23 as of June 2023

Financial Highlights:

Real Timing

Expenditures are above budget by \$15.6M mainly due to higher than expected commitments against Facilities and Administrative (F&A) returns spent by the colleges, units, centers, and researchers, (\$16.5M), offset by lower spending on sponsored research projects, \$0.8M. Costs associated with the ventilation improvement projects funded with the Higher Education Emergency Relief Fund (HEERF) program are recorded as transfers instead of expenses, generating lower expenses of \$18.0M. All other sponsored project expenses are higher than planned by \$17.2M, mainly federal sponsored projects, \$13.4M, and state sponsored projects, \$3.8M.

\$ (15.6) \$ -

External Contracts:

Revenues are above plan by \$4.1M mainly due to unbudgeted incidental contracts in support of the Herbert Wertheim College of Medicine clinical affairs due to a delay in executing agreements on revenue transition to the FIU HealthCare Network, \$3.3M, and unbudgeted revenue in the College of Nursing and Health Sciences from Nursing (LINE) healthcare partner agreements which were executed at the beginning of the fiscal year, \$0.9M.

\$ 4.1 \$ -

Expenses are above budget by \$1.9M, mainly due to the Herbert Wertheim College of Medicine clinical contracts, (\$1.0M); higher expenses reimbursed by the DSO's, (\$0.8M); College of Nursing and Health Sciences programs corresponding to Nursing (LINE) healthcare partner agreements, (\$0.4M); and higher expenses in other areas, (\$0.3M); offset by less expenses in the Center for Internet Augmented Research and Assessment (CIARA), \$0.6M.

\$ (1.9) \$ -

Student Financial Aid Variance: Revenues -\$6.3M, Expenses \$12.3M

Student Financial Aid revenue is below target by \$6.3M or 3% due to less than anticipated Pell grant awards, (\$6.5M), as a result of less eligible students; less Bright Future awards as less students qualified for the Florida Academic Scholar award (100%), (\$1.7M); and less revenue from other sources of financial aid, (\$0.4M); offset by higher donor-related scholarships, \$1.4M; reimbursement of Higher Education Emergency Relief Funds (HEERF) expenses from the prior fiscal year, \$0.4M; higher allocation of Florida Student Assistance Grant (FSAG), \$0.4M; and unbudgeted reimbursements from the state for the Dual Enrollment Scholarship Program per F.S. 1009.30, \$0.1M.

\$ (6.3) \$ -

Student Financial Aid expenses are below target by \$12.3M or 5% due to less than anticipated Pell Grant, \$6.7M, and Bright Futures awards, \$2.8M; less institutional aid, \$3.6M, Federal Work Study (FWS), \$1.0M, and financial aid administration expenses, \$0.7M, as a result of lower enrollment; offset by higher donor-related scholarships, (\$1.9M); higher allocation of Florida Student Assistance Grant, (\$0.4M); and unbudgeted expenditures for the Dual Enrollment Scholarship Program which are reimbursed by the state F.S. 1009.30, (\$0.1M).

\$ 12.3 \$ -

The positive change in net position of \$3.3M is \$3.6M above target and is mainly due to reimbursement of prior year Bright Futures and Higher Education Emergency Relief Fund (HEERF) awards; higher than anticipated investment revenues; less than budgeted institutional aid awards; and less financial aid administration and federal work study expenses.

Concessions Variance: Revenues \$0.2M, Expenses \$0.1M

Operating revenues are \$184K or 28% above target due to higher than anticipated snack vending and laundry commissions, \$121K; higher than anticipated Pepsi sponsorship revenues for meeting pouring rights volume incentives, \$59K; and an unbudgeted reimbursement from the FIU Foundation Inc., \$4K.

\$ 0.2 \$ -

The favorable variance against budget of \$63K is mainly due to several university events which did not occur as planned, \$101K, offset by more student-housing related events funded by Housing laundry commissions, (\$19K), and higher administrative overhead costs, (\$19K).

\$ 0.1 \$ -

FIU Athletic Finance Corp. Variance: Revenues \$0.6M, Expenses \$0.1M

Operating revenues are above plan by \$0.6M or 13% due to higher pledged revenues from the university (conference revenue and Pepsi sponsorship) and increased stadium rental revenue.

\$ 0.6 \$ -

Operating expenses are below budget by \$0.1M mainly due to lower debt service interest offset by higher expenses associated with external events and home football games.

\$ 0.1 \$ -

Florida International University
Financial Summary Overview¹
FY 2022-23 as of June 2023

Financial Highlights:

Real Timing

FIU Foundation Inc. Variance: Revenues -\$1.1M, Expenses -\$0.4M

The unfavorable revenue variance is driven by lower cash contributions for scholarships and programs, (\$6.0M), offset by higher contributions from several colleges, \$4.9M.

\$ (1.1) \$ -

The unfavorable expense variance of \$0.4M is due to higher scholarship and program expenses, (\$4.4M); higher than anticipated transfer of the Management and Advanced Research Center (MARC) building cash reserves to the university, (\$0.4M); higher operational support, (\$0.2M); offset by later than anticipated capital project expenses in support of the university, \$2.4M; and less operating expenses in the FIU Foundation Inc. and it's subsidiaries, \$2.2M

\$ (0.4) \$ -

FIU Health Care Network Variance: Revenues \$1.9M, Expenses -\$1.7M

Operating revenues are \$1.9M higher than planned due to management fee and program revenue from American University of Antigua (AUA) program reported under the Herbert Wertheim College of Medicine (HWCOM), Office of International Affairs (OIA). The agreements which transition the OIA line of business from the FIU HealthCare Network to the university became effective in the second quarter of the fiscal year instead of the first quarter as initially planned. As such, the first quarter revenues for OIA are recorded under the FIU HealthCare Network instead of the university.

\$ 1.9 \$ -

Expenses are \$1.7M higher than planned due to unbudgeted expenses from contracted services from AUA which are also due to the transition of the OIA line of business which moved to the university in the second quarter of the fiscal year instead of the first quarter as initially planned.

\$ (1.7) \$ -

FIU Research Foundation Variance: Revenues \$0.0M, Expenses \$0.0M

Operating revenues are on target.

\$ (0.0) \$ -

Operating expenses are \$25K higher budget mainly due to unbudgeted event expenses, (\$20K), and higher than budgeted accounting service charges, (\$5K).

\$ (0.0) \$ -

Interfund Adjustments Variance: Revenues \$0.0M, Expenses \$0.0M

There is no interfund adjustment variance on revenues.

\$ - \$ -

There is no interfund adjustment variance on expenses.

\$ - \$ -

Net Investment Returns: \$10.2M

[University Treasury](#) investments fiscal year-to-date returns are 2.7% with investment revenues of \$14.7M. Net investment revenues of \$12.9M — comprised of \$9.6M of realized investment earnings, \$5.1M of unrealized losses, and Treasury operating expenses of \$1.8M — are \$0.1M above plan. Investment income and unrealized gains in [Contracts & Grants](#), related to a National Institutes of Health grant invested as an endowment with the Foundation are \$2.0M above target. Additionally, the [Self-Insurance Program](#) has investment returns which where \$0.1M higher than planned.

[Foundation](#) investments fiscal year-to-date returns are at 9.5% or \$31.8M, generating a favorable variance of \$7.6M. Investment returns for the full fiscal year were budgeted at 6.0%, or \$24.2M. Additionally, [FIU Athletic Finance Corp.](#) and [FIU HealthCare Network](#) had investment returns of \$0.2M and \$0.1M, respectively.

Principal Payments of Debt: \$0.0M

Principal payments of debt are on target.

\$ - \$ -

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% 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.*

Florida International University
Financial Summary Overview ¹
FY 2022-23 as of June 2023

Financial Highlights:

Real Timing

- 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, 2023

Reports *(For Information Only – no action required)* Scott Carr, Athletic Director

Fundraising Report

FIU Foundation, Inc. Unaudited Preliminary Recap Through the Period Ended June 30, 2023 (in millions)			
	Budget	Actual	Variance
Revenues	\$1.1M	\$3.2M	\$2.1M

- Favorable variance YTD due to unbudgeted donations for Athletic Director Priority fund, due to fundraising efforts by the Athletics Director and Chief Development Officer.

Athletics Finance Corporation

FIU Athletics Finance Corporation Unaudited Preliminary Recap Through the Period Ended June 30, 2023 (in thousands)			
	Budget	Actual	Variance
Revenues	\$4.9M	\$5.5M	\$638K
Expenses	\$2.5M	\$2.5M	\$62K

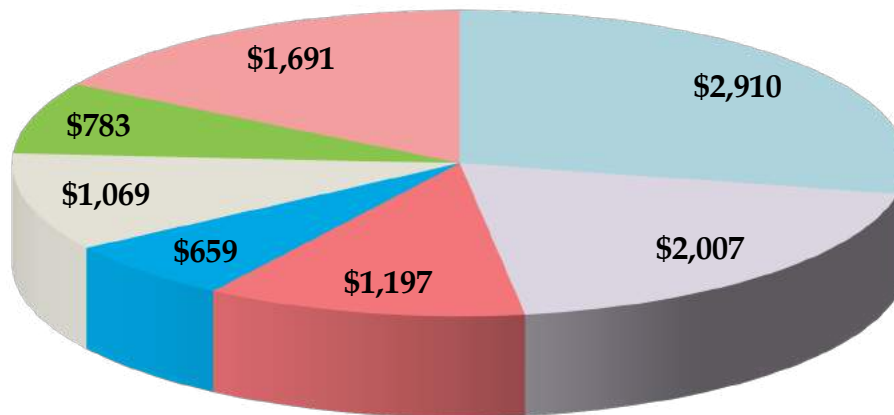
- Favorable revenues due to sponsorship revenues, ticket sales, external rentals and contributions from Foundation to meet the 12.31.22 debt service.
- Debt service covenant requirement was met for June 30, 2023.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
Finance and Facilities Committee
Business Services Report as of June 30, 2023

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 \$10.3M
through Jun.30, 2023 (in \$000s)



■ Food Svcs
 ■ Bookstore
 ■ Retail
 ■ Vending
 ■ One Card
 ■ Vehicle Svcs
 ■ MARC

Revenue: Through the fourth quarter ended June 30, 2023, OBS managed sales operations of \$51M, representing \$10.3M in revenue and support to FIU.

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FOOD SERVICES

Food Services sales of \$25.2M generated \$2.9M in revenue and support to FIU. Commissions are ahead of plan by 40% and behind the prior year -28% due to an inflation in revenue in 2021-2022 from a one time capital expenditure payment from Chartwells foodservice for the Stadium Kitchen project.

HIGHLIGHTS

Community Engagement

During Q4, Panther Dining hosted numerous community events at the Modesto A. Maidique Campus (MMC) and Biscayne Bay Campus (BBC) designed to reward, give back and promote to the FIU community.

- **Joyful/Powerful** - Events were held at both MMC and BBC campuses engaging the community with food trucks, a farmers' market, food and beverage sampling, therapy dogs, a positive message feedback wall and much more.
- **Sustainability Fair** - Panther Dining participated in FIU's Sustainability Fair to educate the community on their efforts to prevent waste, reduce the use of plastics, and preserve resources.
- **Meal Plan Perk Days** - Over multiple days, Panther Dining held exclusive free events for meal plan holders across MMC. Free access to a donut wall, free snow cones, and "skip the line" at Starbucks were just some of the benefits meal plan students were given at no cost.
- **Late Night Breakfast** - 8th St. Campus Kitchen served over 1,000 students during finals week for the Student Government Association's (SGA) Late-Night Breakfast. Helping serve were volunteers from SGA, President Kenneth A. Jessell, FIU Chief of Police Alexander D. Casas, and Interim Vice President for Student Affairs Charlie Andrews to name a few.
- **Chili's Mixology Class** - In partnership with the Chaplin School of Hospitality and Tourism Management and the Bacardi Center of Excellence, Chili's hosted a free mixology class for students, faculty, and staff over the age of 21.

Panther Catering

Panther Catering was busy over Q4, almost doubling catering sales compared to the previous year. The largest event was the International Association for College Admission Counseling (IACAC) Conference which brought almost 1,500 international university admissions professionals to FIU's MMC. Over the course of seven days, Panther Catering exceeded expectations and increased catering sales by close to \$300,000.

24/7 Food Service

Opened in June of 2023, a new 24-hour, full meal solution, vending lounge was opened in University Park Towers in the residential neighborhood. All student residents have access to this room 24 hours a day, 7 days a week. The room contains a You-Kai hot noodle bowl machine, a

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Just Baked hot meal and dessert machine, 2 Byte machines filled with Sushi, salads, sandwiches, microwavable Yall Foods meals, and sides. The room also has two Pepsi machines and a Pharmabox, which was the result of a goal set by SGA of Student Government to install in FIU Housing.

CONSTRUCTION UPDATE

Stadium Kitchen

In June of 2023, a new state of the art kitchen at the Riccardo Silva Stadium obtained certificate of occupancy. The kitchen will provide an increased variety of food service options during FIU Football and Miami FC soccer games in concessions, the stadium club, and premium suites. The kitchen will also serve as a catering production kitchen for events on the southwest side of MMC including feeding FIU's athletes during fall training camp.



Summer 2023 Graham Center Kitchen Project

In May of 2023, the Office of Business Services, in partnership with FIU Facilities and Chartwells food service, began a complete renovation of the main kitchen in the Graham University Center (GC). The project will include mechanical, engineering, and plumbing to facilitate new kitchen equipment, new dry and cold storage, and a new more efficient food production layout. The main kitchen in GC is the main food production site for Catering, the Faculty Club, and 8th Street Campus Kitchen. The project will be completed prior to the start of the Fall 2023 semester. The total project budget is expected to be \$1.9M with funding coming from the Office of Business Services' auxiliary fund balance.

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BOOKSTORE

Bookstore sales of \$20.6M generated revenue to FIU comprised of \$2M in commissions and support. Commissions are ahead of plan by 13% and the prior year by 12%.

Barnes & Noble and FIU continued to offer the First Day opt-out program, known as the FIU Panther Book Pack. This program is available to all undergraduate students and provides the option to pay \$20 per credit hour for all books and course materials. Participation rate for the Spring 2023 session was 52%. More importantly, students were ready with their materials on the first day of class. Since the program's inception, students saved a total of \$12.3M. 91% of students found the Panther Book Pack convenient to have course materials bundled and delivered through the program and 89% were likely to recommend the program to other students.

Semester	Savings	Student Participation
Fall 2021	\$3.3M	51.0%
Spring 2022	\$3.0M	50.0%
Fall 2022	\$3.7M	52.5%
Spring 2023	\$2.3M	52.0%



For more information on the Panther Book Pack program visit <https://shop.fiu.edu/bookpack-2>.

VENDING

Vending sales of \$1.1M generated commissions and support to FIU of \$659K. Year-to-date, vending commissions are ahead of plan by 28% and behind the prior year by -17%. In FY 21-22, revenue exceeded budget due to Coronavirus Aid, Relief, and Economic Security (CARES) funding.

There are over 130 machines across MMC, BBC, and the Engineering Center (EC).

Pepsi Co.

Across MMC, BBC, and EC, vending sales of \$601K generated \$199K of commissions which are ahead of plan by 11% and ahead of prior year by 12%. Annual case volume contractual thresholds were met this year (in March 2023) resulting in receipt of 100% of the \$750K annual pouring rights sponsorship to the University.

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Right Choice

Snack vending sales of \$463K generated commissions of \$160K, exceeding plan by 68% and ahead of prior year by 17%.

Snack Vending

Final contract negotiations were completed in Q4, and FIU and Betolli Vending signed a contract to provide snack, coffee, ice cream and meal solution vending services at MMC, BBC and EC. New state of the art machines have been ordered and are scheduled to be installed in early July 2023. Highlights include the ability to provide hot meal solutions 24 hours a day with Just Baked machines, a high-quality branded coffee in Lavazza, and a digital displayed M&M eye catching machine. This new contract is for a guaranteed approximate \$1.2M over a five-year term.



RETAIL OPERATIONS and PROPERTY MANAGMENT

OBS manages 18 internal and external retail operations across MMC and BBC. Retail operations generated sales of \$1.6M resulting in commissions of \$134K and rental income of \$1.2M. Commissions are ahead of plan by 132% and ahead of prior year by 15%. Rental income is ahead of plan by 1% and ahead of prior year by 4%. OBS continues exploring opportunities for expansion in PG-6 and other campus areas.

New Director of Business Services

Carvel Wallace has accepted the position of Director of Retail Operations and joined the OBS team in mid-May. Carvel brings over fifteen years of experience in business development and vendor relationship management in the private sector. His last position was Senior Manager of

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Business Development at DIRECTV. In this role, Carvel oversaw the implementation of agreements, contract negotiations and execution. Prior to DIRECTV, Carvel held roles in operations, project management, and finance. In these high visibility roles, Carvel was responsible for managing budgets, devising revenue-optimization plans, and building partnerships. In the role of Director, Carvel will oversee all OBS contracts related to retail and service, internal and external rental and leasing of spaces, including the MARC building, and the FIU One Card office.

Management and Advanced Research Center (MARC)

The Management and Advanced Research Center (MARC) planned capital projects are underway to improve the existing second and third floor restrooms as well as sealing and painting of the exterior. Directory signage installation throughout the MARC building is underway and set to be completed by Fall 2023. Through the fourth quarter ended June 30, 2023, \$1.7M of rental and other income was generated from the MARC building.

VEHICLE SERVICES

FIU Vehicle Services

Vehicle Services has taken over the management of the State Access Fee Billing from the Parking, Sustainability, and Transportation department. This fee is used to support fleet management across all campuses and is budgeted to generate approximately \$190K per year annually. Through Q4, Vehicle Services revenues of \$783K were ahead of plan by 62% and prior year by 36%.

FIU ONECARD and RETAIL BANKING

FIU One Card

The FIU One Card office maintained successful operations throughout spring and summer 2023 semesters. Teams from the One Card office alongside the Office of Orientation & Family Programs are delivering an enhanced orientation experience by implementing photo uploads and advanced distribution of One Cards. Through Q4, the FIU One Card Office has distributed over 4,000 One Cards during orientation this summer including distribution of cards at the largest freshmen orientations ever on FIU's MMC and BBC (approximately 500 students per orientation).

Through Q4, FIU One Card revenues are \$1.1M with total revenues being ahead of plan by 20% and prior year by 24%. Revenue growth is being driven by a one-time signing bonus from Wells Fargo of \$150K. Student ID fees are ahead of plan by 2% and behind the prior year by -1%.

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shopFIU MARKETING

Student Ambassadors

The shopFIU marketing team has always recognized the significant role student ambassadors play in supporting the shopFIU brand and the brands of our partners. Each year, we engage with groups such as resident assistants, student leadership, peer advisors and Panther Camp facilitators to ensure their messaging is accurate. These meetings provide an opportunity for student leaders to meet face to face with our partners and ask any questions they may have about their products or services. This May, shopFIU, along with partners such as Wells Fargo, GT Eco Car Wash, Panther TECH, Barnes and Noble, University Credit Union and Panther Dining, hosted a comprehensive presentation and resource fair for peer advisors and panther camp facilitators. This was the first year both student ambassador groups were present, and the experience proved successful. Following a general presentation about shopFIU, our partners then each introduced themselves, obtained rich student feedback, and fielded questions from the crowd. Later, students were invited to visit tables set up across the room to collect giveaways and learn more about each partner. We look forward to hosting this event again next year.

Summer 2023 Orientation

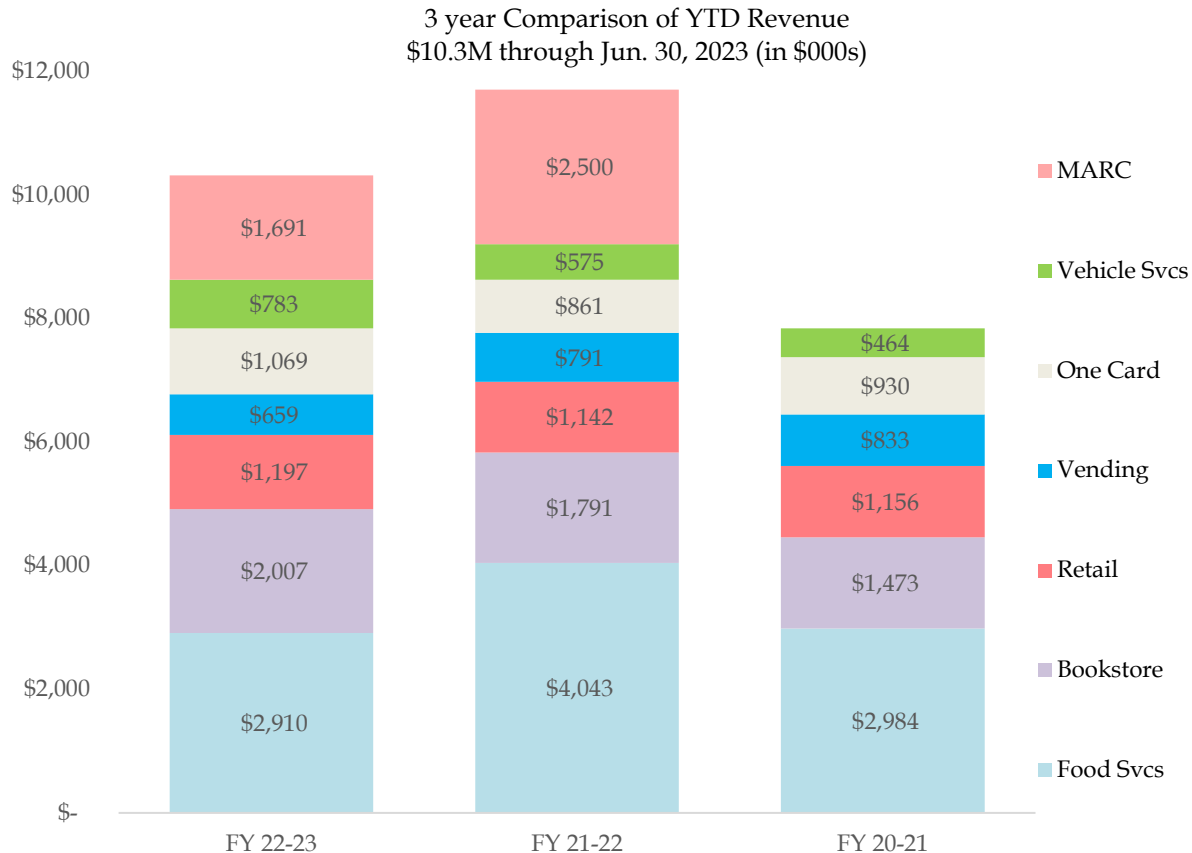
This summer, orientation revised their programming, scaling the first-year orientation back from a two-day experience to a one-day program. As a result, the shopFIU team had to restrategize for engaging parents and students. So, this summer, we launched the first ever parent lounge experience. The idea behind the parent lounge is to provide a space for family members to relax and recharge throughout the afternoon while their student is attending afternoon sessions. Our partners at Panther Dining provided light snacks and refreshments at the lounge which was located inside the atrium of the second floor of Barnes & Noble. Further, the brand ambassador teams for Panther Dining and Wells Fargo tabled outside the lounge and were on hand with giveaways and information. Altogether, these teams deemed the efforts a success, interacting with 50-75 parents at each session. The initiative also proved a win for Barnes & Noble. A year-to-year comparison showed a 19%-25% increase in sales for the same orientation time. Thus, the increased traffic translated into sales that were not experienced last year. Given this success, the shopFIU team plans to expand on this initiative for the 2024 orientation season.

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

Through the fourth quarter ended June 30, 2023, \$51M in sales generated revenue and support to FIU of \$10.3M.



*MARC building was donated to FIU from the FIU Foundation on June 30, 2022. Fiscal year 2022-23 is the first year of licensing revenue reflected in Business Services Auxiliary. \$2.5M in revenue in MARC in 2021-22 represents the transfer of fund balance from FIU Foundation to the Office of Business Services.

*FY 2021-22 Food Services exceeded revenue budget due to additional funding from Chartwells for the Stadium Kitchen , and vending exceeded revenue budget due to CARES funding.

*FY 2020-21 impacted heavily by COVID-19 pandemic.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2023**

EMERGENCY MANAGEMENT STATUS REPORT AS OF JULY 28, 2023

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, 2023 and a summary report will be provided.



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2023

FACILITIES AND CONSTRUCTION UPDATE AS OF SEPTEMBER 6, 2023

Report *(For Information Only – no action required)*

Projects Completed

- **School of International and Public Affairs (SIPA) Phase II (BT-887)** - \$43.1M project consisting of \$12,701,439 PECO funding, \$15,000,000 private donation, \$5,534,299 FIU Online contribution, \$2M portion of Ferré gift, \$2,298,561 E&G CF, \$250,000 SIPA contribution, and \$1,794,371 in E-Sport contributions (current shortfall after all project contingency is applied: \$3.5M estimated project cost to complete build-out of shelled areas, to be raised with additional private donations.) This shortfall is current as of May 2023 construction pricing, A/E - Harvard Jolly; CM - Thornton Construction. The building 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. The project constructed an 84,858 gsf building, encompassing 66,651 gsf of built-out space (78%), including 14,563 gsf for FIU Online, leaving 18,207 gsf of shell space (22%) for future build-out when an additional \$3.5M in private funding is raised. The Temporary Certificate of Occupancy was issued on August 4, 2023, and the building is now occupied. Punch list work and the final sitework required to connect to campus hardscape, including the newly constructed Richardson Memorial Plaza are underway and expected to finish by October 31, 2023. Delivery date: The building was delivered on August 4, 2023 with limited media equipment operability. Full media capability is expected by June 2024.
- **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 fronted \$1.8M in donations including the \$1.0M Millard gift (which is now complete). A/E - MC Harry; CM - Thornton Construction. The project constructed a new 16,553 gsf facility on a site immediately adjacent to the National Tropical Botanical Garden (NTBG) property in Coconut Grove, which includes housing 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. The final GMP from Thornton was incorporated into the contract via an amendment on January 22, 2021 for \$5,490,354, approximately \$800K over the original \$4,769,084 construction budget established in April 2017. An additional shortfall of \$840,152 was reduced to \$716,030 through negotiations with the CM, and with the transfer of \$1,516,030 from the Office of the Provost, all change orders have been resolved and the project is pending financial close-out. All work is complete and the Certificate of Occupancy was issued on May 2, 2023. *(Since this project has been completed, this entry will be removed from future Board of Trustees reports).*

- **Riccardo Silva Stadium Kitchen (FM 19-0139)** - \$2,255,073 project consisting of Office of Business Service (OBS) Auxiliary funding. A/E – DP3 Architects; CM – Stobs Construction. The project constructed a new commercial kitchen (1,912 sf) at MMC on the south side of the Riccardo Silva Football Stadium. Construction of the building is complete along with installation of the kitchen equipment. The Certificate of Occupancy was issued on June 21, 2023 and the kitchen has been operating for over a month. *(Since this project has been completed, this entry will be removed from future Board of Trustees reports).*

Projects under Construction

- **Engineering Building (Phase I) (BT-919)** – \$73.9M project consisting of \$38.9M in PECO funding, \$14.8M in unrestricted Treasury Auxiliary funds, \$6.7M in auxiliary and sponsored research, \$4.3M in E&G Carryforward, and \$9.2M in unrestricted Auxiliary Treasury bridge funding, with another \$15M earmarked for future build-out. A/E – Perkins+Will; CM – DPR Construction. The project is interdisciplinary focused on the nexus of engineering, academic health sciences, computer science and robotics. It will construct a new 120,695 gsf engineering building at MMC with classrooms, teaching labs, study space, research labs, offices, computer and instructional media spaces. The building will have 40% shell space intended to be built-out with private fundraising and sponsored research grant funding. The amendment incorporating the final GMP amount of \$59,937,800 was executed on March 22, 2023. MEP mechanical and electrical room infrastructure for shelled space and the CEC server room have been added back into the project using cost savings from owner-direct material purchases. Site utilities infrastructure installation is progressing, and curtainwall glass is arriving on site. Roof deck concrete pours began August 17, 2023 and are expected to finish with the installation of the parapet by mid-September, 2023. The building was topped-out signifying completion of the building shell on August 11, 2023. Lead times for electrical equipment have pushed the scheduled completion date to August 2024. Building completion and occupancy: August 25, 2024.

- **Trish and Dan Bell Chapel (BT-927) / East Loop Road Realignment (BT-929)** - \$35.9M combined project budget ultimately consisting of \$25.9M in private funds dedicated to the chapel. \$5,025,195 in private funds for the chapel have been received to date; another \$12,276,000 has been pledged totaling \$17,301,195. FIU Foundation has backed the remaining private funding balance. The total cost of the roadway realignment component is \$10.0M: \$3.44M in unrestricted Treasury Auxiliary Fund balances and \$3.0M in CITF funds, with FIU allocating \$3.5M in FY22-23 Deferred Maintenance funding toward the expansion of the chilled water loop. A/E - Gurri Matute; CM - Moss & Associates. The project will build a multi-faith chapel with the capacity of 250 at 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 while serving as a faith gathering place for worship, contemplation, spiritual strengthening, and mutual understanding. The road portion of the combined project has realigned 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. Work on the south portion of the road commenced on November 16, 2022 and finished on July 17, 2023. Work on the northern portion of the East Loop Road began on July 31, 2023 and is scheduled to finish in early October 2023. 100% construction documents for an 18,282 gsf chapel were received on May 5, 2023 and a GMP estimate from Moss was received on August 8, 2023 for \$24,007,054, resulting in a total project cost for the chapel of \$25,897,748 after value engineering savings were applied and a project budget shortfall of \$7,316,044. This does not include exterior building lighting, landscape and alternates totaling \$2,924,807. University leadership is finalizing a bridging solution to provide the funding to move forward with the construction of the chapel. Monthly progress meetings with the Bells continue. Anticipated delivery date: May 2025.

Projects in Design

- **University City Prosperity Project (UCPP) (BT-904)** - \$23.7M TIGER Grant project budget; multiple funding sources. A/E - BCC Engineering; Builder - TBD. All work necessary to close the open water and sewer permits is complete. Permit close-out is now pending only submission of the conveyance package close-out documents by MCM. BCC was released to start design of the new bridge on April 7, 2021 and the 60% design submittal was received on March 7, 2022. The 60% design submittal cost estimate was submitted on April 29, 2022 for \$16.4M, roughly \$4.6M over the 30% design estimate primarily due to material cost escalation in the current construction market. FDOT anticipates the project will be \$7M - \$8M over its construction budget. FIU contributed an additional \$1M in funding and FDOT will contribute the remainder with available federal funding. Additional sources of funding have been

identified to complete the plazas, landscaping, and SW 109th Avenue improvements. The 100% design submittal with a construction cost estimate of \$17.6M was submitted on December 20, 2022 reflecting a scope of work to construct the bridge, plazas, landscaping, and SW 109th Avenue improvements. FDOT submitted the final design package to Tallahassee on May 22, 2023 and the project was advertised on June 23, 2023. Due to schedule conflicts with other FDOT projects currently in bidding, no contractors submitted bids on the original July 26, 2023 bid opening date prompting FDOT to readvertise and schedule a new bid opening for October 26, 2023. Award to the Builder is scheduled for December 2023 with construction of the new bridge projected to start in April 2024 and finish in April 2026.

- **College of Arts, Sciences & Education (CASE) Renovation (BT-931)** - \$7.15M PECO funded project budget (FY21-22 and FY22-23 Section 152 American Rescue Plan Act (ARPA) funding). A/E – Rodriguez Architects, Inc.; CM – Thornton Construction. The 30-year-old 61,783 square foot Computing, Arts, Science and Education (CASE) building consists of seven (7) classrooms, seven (7) teaching labs, sixty-one (61) research labs and one hundred forty-four (144) offices. Recent assessment reports indicate that repair and replacement of deteriorated building enclosure components, windows, doors, and louvers are critically needed. Replacement of the deteriorating central air conditioning system is crucial for a healthy indoor environment and to control energy costs. 100% construction documents were received October 14, 2022 and after several pricing iterations, a final GMP from the CM was received on May 10, 2023 for \$7,751,306 for a total project cost of \$9,735,462 and a funding shortfall of \$2,585,462. The project shortfall will be submitted as a request for E&G Carry Forward (CF) funding in the FY23-24 Fixed Capital Outlay (FCO) Plan. Delivery date: TBD pending resolution of funding shortfall.
- **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 FIU Board of Trustees Carryforward Reserve funding as cost share. A/E – Salz Michelson Architects; CM – Stobs Brothers Construction. 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 linear feet (LF) of edge nailers and flashing, 2,689 SF of roofing, doors, and skylights on four (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. The architect submitted 100% construction documents on July 27, 2022. The initial GMP was received on August 18, 2022 for \$3,428,400 with much of the HVAC scope broken-out as alternate bid items in an attempt to reduce cost. The current GMP, including all of the approved scope of work, was received on September 30, 2022 for \$3,804,150. The grant and scope of work were established several years before construction cost increases hit the market requiring an increase to the budget and schedule extension. The new proposed project budget is \$4,541,676 which reflects

current material costs and a 5% contingency for future cost escalation during the project. A formal request for a \$922,747 budget increase and 12-month schedule extension to September 30, 2024 was submitted to FDEM on October 4, 2022. Per the FDEM agreement, the project must achieve final completion when the period of performance ends on September 30, 2023. On April 5, 2023 FDEM approved a schedule extension to February 28, 2024, the last day of the declared disaster performance period. FIU will need additional schedule extensions which will require approval from FEMA. On August 11, 2023 FDEM responded to the request for budget increase of \$922,747 with a request for FIU to provide additional justification supporting documentation for submission to FEMA. Based on the eventual response, this increase may require support from E&G CF funding with a potential scenario of a request for \$922,747 from E&G CF. Delivery date: TBD.

Projects in Planning Stage

- **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, \$23,900,295 in CITF funding has been received, including the entire FY20-21 CITF funding allocation of \$7,002,807, \$500K of the FY21-22 CITF, and \$96,099 in FY22-23 CITF. The coronavirus pandemic, however, triggered a reconsideration of the program and a reassessment of the most effective use of CITF funds. Delivery date: TBD. *(No change from previous report).*

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. To date \$7,364,478 has been raised in cash including a \$750K National Endowment for the Humanities grant, and a \$2M Knight Foundation grant (\$1.2M received to date). Pledges total another \$17,408,499 for a grand total of \$24,772,977. A/E -HKS. CM - Thornton Construction. 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. Negotiations with HKS Architects have successfully concluded and the agreement was executed on July 7, 2023. HKS is validating the revised program outline and submitted a draft program on August 21, 2023 for review followed by additional user group meetings. Delivery date: TBD.

- **Student Health Center Expansion (BT-932)** – \$12,000,000 student health fee funded project. The project will remodel existing space within the MMC Student Health Center and expand the facility by 10,808 gsf to accommodate the growing need for clinical, counselling, and direct advocacy services to students through purposeful, multi-use space for all student wellness areas to utilize. The outline program has been signed by the president and the A/E advertisement was posted on July 28, 2023. Detailed programming will be completed by the selected firm in conjunction with the program committee for final sign off and approval by the president to begin design. A/E – TBD; CM –TBD.

- **Engineering Building (Phase II) (BT-938)** – \$69.5M project consisting of \$33.5M in FY22-23 PECO funding (FY22-23 Section 197 ARPA Funding), \$15.15M in FY23-24 PECO funding, and \$20.85M in private funding to be raised. A/E – TBD; CM –TBD. This second phase will complete the interdisciplinary program of BT-919 Engineering Phase I focused on the nexus of engineering, academic health sciences, computer science and robotics. It will construct a 75,332 gsf engineering building at MMC connected to Phase I that includes classrooms, teaching labs, study space, research labs, offices, and computer and instructional media spaces. However, the Provost has appointed a new program committee to update and revise the building program. Since the A/E advertisement contained both project phases, FIU has elected to proceed with design using the Phase I architect, Perkins + Will. Negotiations with Perkins + Will have concluded and an agreement amendment for programming and design was executed on August 15, 2023. Funding for the project was received through the Coronavirus State Fiscal Recovery Funds (SFRF) program, has federal requirements, and must be under contract to obligate the funding no later than December 31, 2024 with all funding expensed no later than December 31, 2026.

- **Wolfsonian-FIU Expansion (BT-940)** - \$20.0M project budget depending on scope. \$17.49M raised to date: \$10.0M Miami Dade County Building Better General Obligation Bond, \$5.0M City of Miami Beach Arts and Cultural General Obligation Bond; \$750K Knight Foundation Grant, \$600K Institute of Museum and Library Services and National Endowment for the Humanities Grant; \$600K in matching funds, and \$538K in cash and pledges from individual donors. A/E – TBD; CM – TBD. The project envisions interior renovations and a 25,000 to 36,000 net square foot expansion of the historic Wolfsonian-FIU building at 1001 Washington Avenue, Miami Beach. The project will deliver new galleries, classrooms, and other public program spaces to increase the number of collections on exhibit and increase opportunities to host and present more K-12, higher education, and lifelong learning programs. A secondary use of the program spaces for event rentals will yield revenues to support operating costs and mission-related activities. A draft program was submitted on April 7, 2023 and is now being circulated for approval. Delivery date: TBD.

- **Residential Dining Facility (BT-941)** – The \$12M auxiliary funded project (including a \$4M commitment from Chartwells) will build an innovative new food service facility that can become a center for student engagement and community, accommodating multiple styles of service and cuisines while providing a unique food service experience. The facility will include a retail food court featuring approximately 5 food venues, a service area that accommodates new technology self-ordering kiosks as well as in-person service, a full-service kitchen with prep and cooking equipment, a 400-patron indoor and 100-patron outdoor seating area with the ability to activate for private events. The program committee has been appointed and an outline program for approval by the president to authorize selection of an A/E firm is being drafted. Detailed programming will be completed by the selected firm in conjunction with the program committee for final sign off and approval by the president to begin design. A/E – TBD; CM –TBD.

- **Academic Health Sciences Clinical Partnership Facility (BT-942)** – \$150M in anticipated FY24-25 PECO (\$5M in FY23-24 PECO received to initiate planning). The proposed Medical Clinical facility on campus will provide direct primary and specialty clinical health services to the community through partnership with a hospital system as well as interdisciplinary health science education for the FIU academic health science disciplines, including medicine, nursing, social work, public health and the allied health sciences. The university is developing a visioning study to provide concepts that could be used for future planning. The kick-off meeting for the study was held on August 8, 2023 with the first follow-up meeting on August 22, 2023. Deliverables due September 18, 2023.

*Encls: New Minor Projects established 5/1/2023 – 7/31/2023
New Project Change Orders established 5/1/2022 – 7/31/2023*



FM New Minor Projects over \$500,000 established 5/1/2023 through 7/31/2023

Purpose: Information to BOT

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
1	210410	RDB Lounge, Kitchen, Media Rooms & Courtyards Renovation/Upgrade	College of Law	6/25/21 (a)	Mobio	Synergy General Contracting	\$ 998,094.00	E&G CF
2	221105	GC 8th Street Kitchen Renovation (Rooms 113-115)	Business Services	1/19/2023 (b)	MC Harry	Stobs Bros Construction	\$ 1,911,505.61	Auxiliary
3	230522	AHC2 Anatomy Lab Expansion	College of Medicine	7/31/2022 (c)	Perkins & Will	Turner Construction	\$ 3,038,189.89	Auxiliary
4	230517	AHC2 155-160 Interior Remodeling	College of Medicine	10/26/2021 (d)	Perkins & Will	Turner Construction	\$ 3,057,286.05	E&G CF
5	221206	CP Building Misc. MEP Repairs	Facilities Management	2/14/2023 (e)	SGM Engineering	Stobs Bros Construction	\$ 722,262.36	E&G CF
6	230319	PC 1st Floor Career Services Relocation (from SASC)	Academic Affairs	6/12/23 (f)	Mobio	N/A	\$ 757,711.27	E&G CF
7	220604	Labor Center HVAC Controls Upgrade	Facilities Management	6/21/2022 (g)	TLC Engineering	Johnson Controls Inc.	\$ 534,790.00	HEERF
8	220605	Building Ten HVAC Distributions & Controls Upgrade	Facilities Management	6/21/2022 (h)	TLC Engineering	Johnson Controls Inc.	\$ 500,000.00	HEERF
9	230320	GC Offices 324 & 325 Renovation	Graham Center	6/13/2023	VIA Design Studio	N/A	\$ 905,339.74	Auxiliary
							\$ 12,425,178.92	

(a) Budget was increased \$573,548.28 to fund construction 4/27/2023.

(b) Budget was increased \$661,505.61 to fund construction 5/16/2023.

(c) Budget was increased \$2,642,860 to fund construction 6/19/2023.

(d) Budget was increased \$1,569,748.45 to fund construction 6/20/2023.

(e) Budget was increased \$512,262.36 to fund construction 7/7/2023.

(f) Budget was increased \$749,915.02 to fund construction 6/29/23.

(g) Budget was increased \$508,055 to fund construction 6/21/23.

(h) Budget was increased \$480,155.00 to fund construction 6/21/23.



FM Change Orders over \$50K 5/1/2023 through 7/31/2023 (a)

Purpose: Information to BOT

	BT/FM#	Project	Vendor	PO/Contract No.	Original Contract Amount (b)	Current Contract Amount (b)	CO#	Date Approved	Change Order Amount	Description	Funding Source
1	200318	OU Cold Spray Lab	Stobs Bros Construction	481	\$ 1,993,887.05	\$ 2,114,654.18	2	5/2/2023	\$ 120,767.13	Added scope resulting from inspection services by CAP Government & the State Fire Marshal including an enlarged "group" bathroom, driveway asphalt changed to 8" concrete, utility box pad, created 2 hr fire rated separation & eliminated water fire suppression, additional electrical/grounding, signage, etc.	Auxiliary
2	190705	MMC SSES Cycle 3 Phase 2	Casanova	250780	\$ 84,250.00	\$ 143,025.25	1	5/5/2023	\$ 58,775.25	Seven (7) additional manholes found at MMC with major structural damage.	E&G CF
3	221105	GC 113 Street Kitchen Back-of-House Renovation	Stobs Bros Construction	550	\$ 609,536.88	\$ 1,578,080.00	1	5/17/2023	\$ 968,543.12	Construction cost for renovation. Original GMP included equipment only due to lead time.	Auxiliary
4	200611	BBC HM 127 HVAC Modifications	Stobs Bros Construction	493	\$ 1,049,900.00	\$ 1,658,279.79	1	5/24/2023	\$ 608,379.79	Additional structural steel support on the roof needed to accommodate the increased weight of the new CHW makeup air units. Also, an additional unit was added to the scope to serve the Brewery Lab.	HEERF
5	220606	CP Office Wing HVAC Distribution & Controls Upgrade	Johnson Controls Inc.	518	\$ 379,017.00	\$ 466,145.00	4	5/30/2023	\$ 87,128.00	Relocate ductwork, provide access panels and modify equipment to meet NEC clearances.	HEERF
6	220712	OU Freeze/Thaw Cabinet & Concrete Mixer Installation	Kalex Construction	253108	\$ 18,752.25	\$ 70,177.25	2	6/13/2023	\$ 51,425.00	Provide & install a new A/C unit at OU 105 not initiated in the original scope due to the urgency of the electrical scope.	E&G CF
7	210719	BBC CCRL Motion Capture Tank	Stobs Bros Construction	500	\$ 896,423.30	\$ 950,529.43	2	7/14/2023	\$ 54,106.13	Remove existing underground foundation to install helical piles, add floor drain, 4 quad electrical boxes, camera switches and outlets, and galvanized, structural support for the mechanical unit to avoid clearance conflict with the new tank.	Auxiliary
									\$ 1,949,124.42		

(a) Change orders over \$50,000 on minor projects and change orders over 5% of authorized budget for major projects.

(b) Values reflect contract amounts, not full project cost.



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
SEPTEMBER 14, 2023

SAFETY AND ENVIRONMENTAL COMPLIANCE REPORT AS OF AUGUST 8, 2023

Report *(For Information Only – no action required)*

No item to report

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2023

TREASURY REPORT *(For quarter ending June 30, 2023)*

Report *(For Information Only – no action required)*

OVERVIEW

The University's total liquidity position of \$519.1 million was 2.9 times the University's debt position of \$177.6 million at the end of FY 2023 4Q. Including direct support organization ("DSO") debt, the liquidity to total debt ratio was 2.6 times. These results are higher compared to the end of FY 2022 4Q, where the liquidity to University debt and the liquidity to total debt ratios were 2.8 times and 2.5 times, respectively.

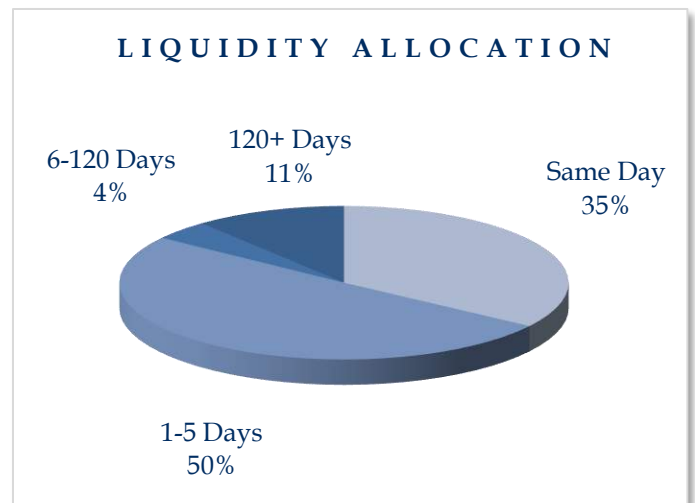
LIQUIDITY

Real Days Payable

At the end of FY 2023 4Q, \$440.9 million, or 84.9 percent, of the liquidity position was accessible within 5 business days (see *Liquidity Allocation* chart for detail). At the end of FYTD 2023 4Q, the University had 80 real days payable¹ ("RDP") versus 82 RDP at the end of FYTD 2022 4Q.

Sources

The University started the fiscal year with \$237.1 million in cash balances². Total FYTD 2023 4Q inflows (state and operational) were \$1,429.1 million as compared to \$1,417.1 million for FYTD 2022 4Q. On average, \$5.5 million flowed into the University each business day in FYTD 2023 4Q and \$5.4 million in FYTD 2022 4Q.



Uses

FYTD 2023 4Q, the University used \$1,441.6 million as compared to \$1,400.3 million in the same period last fiscal year. The FYTD 2023 4Q velocity cash outflow was \$5.5 million per day and \$5.4 million in FYTD 2022 4Q. The University ended FY 2023 4Q with \$224.5 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.

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 five business days as its balance of liquid funds.

² Cash includes Working Capital Pool assets and cash balances in the concentration bank account.

VAR analysis, completed quarterly, estimates the maximum potential loss during a specific time 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 2023 4Q ending balance) could have unrealized losses of up to \$6.0 million and one percent probability of up to \$18.8 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 2023 4Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a \$3.5 million (0.7 percent) unrealized gain. Liquidity, as measured by 5-day accessibility, would drop to 77.7 percent, or \$408.9 million, of the total current 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 -\$12.2 million (-2.5 percent) unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease slightly to \$437.4 million or 88.4 percent of the total current available cash and investment balances. RDP would be 79 days based on fiscal year outflows in this stress scenario.

A scenario similar to the 2013 Federal Reserve “Taper Tantrum” would result in a -\$8.4 million (-1.7 percent) unrealized loss. Liquidity, as measured by 5-day accessibility would drop to \$377.5 million or 75.2 percent of the total current available balances. RDP would drop to 68 days.

Forecast and Budget

Actual balances at the end of FY 2023 4Q were -9.3 percent lower than the rolling forecast, -0.5 percent higher than the budget, and 0.3 percent higher than prior year. For the next quarter, the University should experience a significant increase in the cash and investment balances lasting through the end of the first quarter of FY 2024.

INVESTMENTS

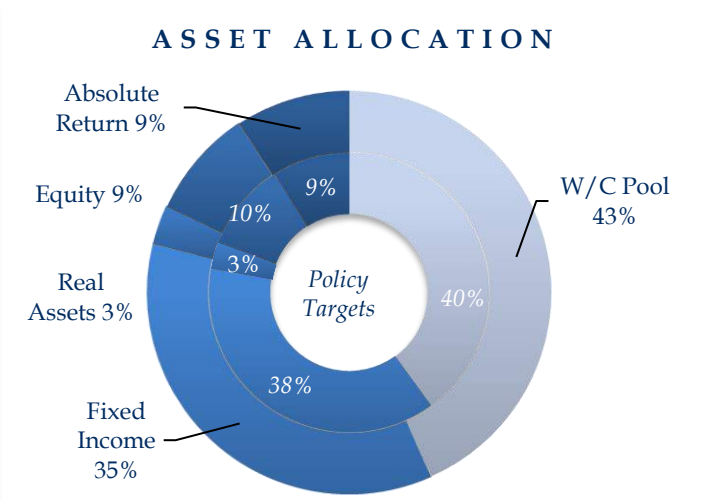
Composition

Asset allocations at the end of FY 2023 4Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).

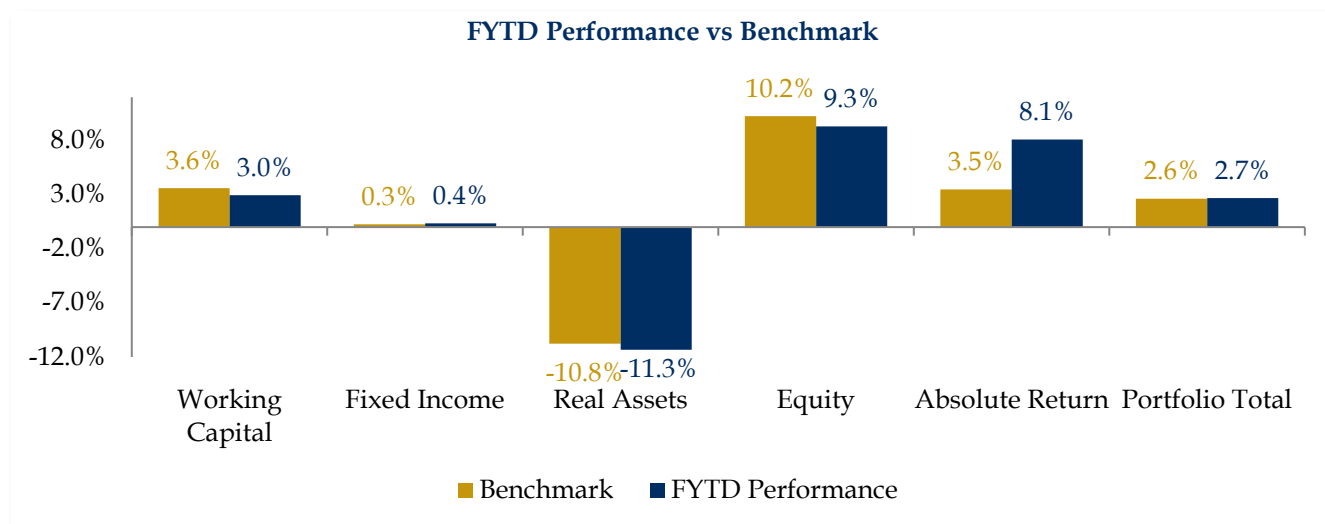
At the end of FY 2023 4Q, the market value of the University’s operating funds portfolio and cash was \$519.1 million. This balance reflects a decrease of -\$8.8 million or -1.7 percent, from the previous quarter. The decrease reflects the quarter-to-quarter seasonal decrease in net cash flows and partially offset by the quarterly investment returns. The total portfolio market value was \$4.2 million higher than the market value at the end of FY 2022 4Q. The increase was due to investment returns partially offset by lower cash flows.

Performance

FIU’s operating portfolio continues to outperform the State Treasury investment pool (“SPIA”), returning 3.8 percent since inception versus the SPIA’s 2.4 percent for the same period. At the end of FY 2023 4Q, the portfolio returned 2.7 percent. This compares favorably to a (3.9) percent return at the end of FY 2022 4Q. The Strategic Capital and Reserve Pools returned 2.2 percent while the Working Capital Pool gained 3.0 percent. Returns from the SPIA totaled 2.0 percent at the end of FY 2023 4Q (see *FY Performance vs. Benchmarks* chart for additional performance detail by asset class).



The overall Portfolio was flat its benchmark due to performance in the Absolute Return asset class that was partially offset by the Equities asset class. Absolute Return outperformance was largely due to its Long/Short and Event Driven Strategies. Equities underperformance was due to Private Markets.



DEBT

Total Outstanding

The University and DSOs ended FY 2023 4Q with \$198.7 million in outstanding debt versus \$210.3 million at the end of FY 2022 4Q. The lower year over year outstanding debt was due to continued debt service payments. The weighted average interest rate for the University and DSO issuances was 3.8 percent which was flat to same period in the prior year.

Bond Refunding

The University and the Athletics Finance Corporation (AFC) has refunded/modified all other eligible outstanding bond series. The refunding/modification are projected to save the University and AFC \$32.2 million in interest expense over the term of the issuances. As of June 30, 2023, \$8.3 million of interest savings have been realized from the refunding and modification activities. The University and AFC are expected to save \$1.7 million in interest expense in Fiscal Year 2024 and \$8.5 million over the next 5 years.

Termination of LIBOR index

The Miami-Dade County Industrial Development Authority (Conduit Issuer) amended the 2009A Trust Indenture (Stadium Loan) to reflect the termination of the London Interbank Offered Rate (LIBOR) and the adoption of the Secured Overnight Financing Rate (SOFR) as the loan's reference rate. The SOFR rate index was adopted by The Alternative Reference Rates Committee (ARRC) as the replacement rate index to the LIBOR. The ARRC is under the oversight of the Federal Reserve Board. Region's Bank modified the swap agreement to reflect the change in the Trust Agreement. The University and outside counsel reviewed both documents to ensure that the loan continued to be synthetically fixed at 5.0 percent.

Period Ending June 30, 2023

(000's)

OVERVIEW

Liquidity/University Debt	2.92
Liquidity/Total Debt	2.61

Liquidity Position

Cash + W/C Pool	\$	224,540
Strategic + Reserve Pools		294,525
Total	\$	519,065

Debt Position

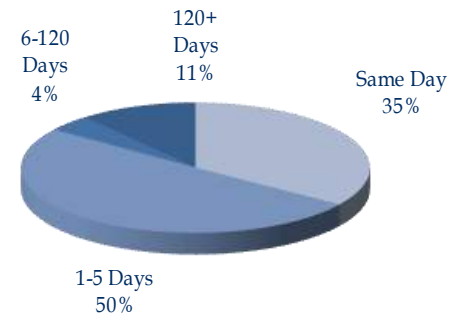
University Debt	\$	177,635
DSO Debt		21,090
Total	\$	198,725

LIQUIDITY
Availability

Same Day	\$	179,352
1-5 Days		261,562
6-120 Days		21,602
120+ Days		56,549
Total	\$	519,065

Real Days Payable (<5 Days)

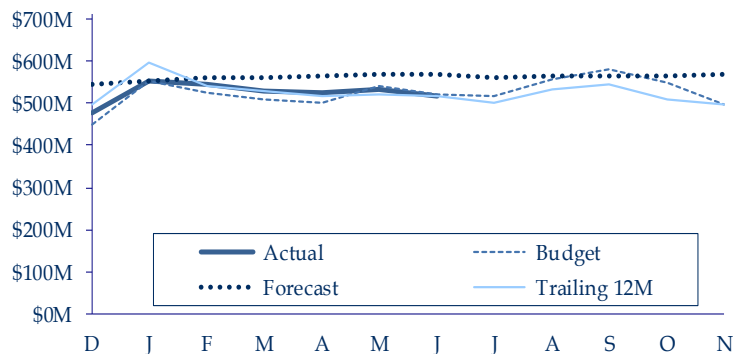
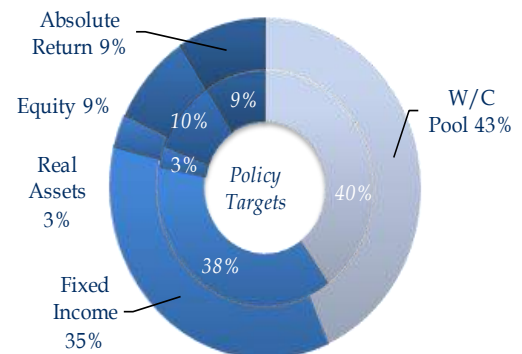
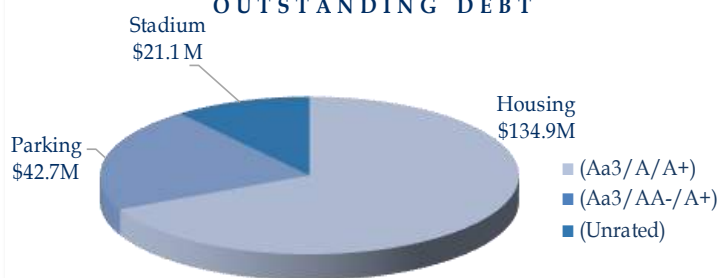
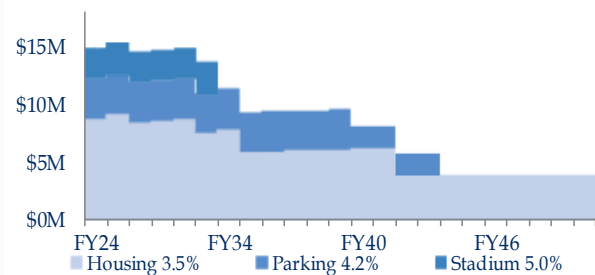
MTD Outflows	67
QTD Outflows	77
YTD Outflows	80

LIQUIDITY ALLOCATION

LIQUIDITY SOURCES AND USES

Sources	MTD	QTD	YTD
Opening W/C Pool Balance	\$ 183,155	\$ 179,694	\$ 152,009
Opening Cash Balance	\$ 58,626	\$ 54,324	85,049
From State	48,731	148,849	483,141
From Operations	78,088	215,328	945,979
Uses	MTD	QTD	YTD
To Payroll	(79,092)	(194,328)	(759,237)
To Operations	(58,771)	(135,498)	(450,090)
To Students	(6,197)	(43,829)	(232,311)
Cash + W/C Pool	224,540	224,540	224,540

INVESTMENTS

Cash + W/C Pool	Balance	FYTD	Last 1Y
W/C Pool	\$ 171,820	1.9%	2.0%
Cash	52,720	1.7%	1.7%
Strategic + Reserve Pools			
Fixed Income	184,952	0.8%	-4.9%
Real Assets	16,257	-7.9%	-12.7%
Equity	45,573	5.8%	-7.0%
Absolute Return	47,743	5.6%	2.4%
Total Portfolio	\$ 519,065	2.1%	-1.6%

CASH + INVESTMENTS FORECAST

ASSET ALLOCATION

DEBT
OUTSTANDING DEBT

ANNUAL DEBT SERVICE


Period Ending June 30, 2023

(Million's)

<u>OPERATING FUNDS</u>	<u>MARKET VALUE¹</u>	<u>BOOK VALUE</u>	<u>INCOME EARNED²</u>
<u>Working Capital³</u>	\$224.5M	\$227.9M	\$7.0M
Fixed Income	\$185.0M	\$189.9M	\$3.7M
Equity	\$45.6M	\$31.8M	\$0.5M
Real Assets	\$16.3M	\$18.7M	\$0.0M
Absolute Return	\$47.7M	\$30.2M	\$0.0M
<u>Total Strategic/Reserve</u>	\$294.5M	\$270.6M	\$4.2M
<u>Total Operating Funds</u>	\$519.1M	\$498.5M	\$11.2M

¹ Includes Dividend/Interest Receivable

² Investment Income Earnings - Dividends and Interest

³ Includes Bank Cash



BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2023

Subject: Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from May 9, 2023 through July 31, 2023.

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 23	PO Amount FY 24 (YTD)
0000261177	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services.	PO # 0000261177	GOOGLE LLC	COB Chapman Graduate School / Blanket Purchase Order for Google for the College of Business Chapman Graduate School Marketing Campaigns from 7/1/2023 - 6/30/2024.	6/30/2024		999,665.70
0000261174	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services.	PO # 0000261174	META PLATFORMS INC	COB Chapman Graduate School / Blanket Purchase Order for Meta (formerly Facebook, Inc.) for the College of Business Chapman Graduate School Marketing Campaigns from 7/1/2023 - 6/30/2024.	6/30/2024		999,003.06
0000211546	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	PTE/Prime Award No. H325D190066 Subaward No. 800011810-02UG	SYRACUSE UNIVERSITY	Teaching and Learning / Subaward No: 800011810-02UG Inclusive Consortium of Leaders in Urban Disabilities Education PTE Federal Award No: H325D190066	9/30/2024		994,027.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23	PO Amount FY 24 (YTD)
0000258218	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	Subaward Between The Zoological Society Of London And The Florida International University Board Of Trustees Subaward No. 000718	THE ZOOLOGICAL SOCIETY OF LONDON	Global Forensic & Justice Ctr / Sub-award No. 000718-conduct the work related to the project entitled Operation Pangolin: Unifying Diverse Data Streams to Redefine Species Conservation	3/31/2026		937,133.66
0000244040	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 Approved by BOT on June 2022	Piggyback Agreement No. US-OMA-1375238	ORACLE AMERICA INC	IT Panthersoft / Oracle Support Services Order #6593102	8/31/2025	927,000.93	
0000226157	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	PTE/Prime Award No. 2029278 Subaward No. 000341	UNIVERSITY OF NORTH CAROLINA AT CHAPEL	IT CIARA / Subaward No: 000341 IRNC: Core Improvement: AtlanticWave-SDX: A Distributed Intercontinental Experimental	12/14/2023		915,875.20

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23	PO Amount FY 24 (YTD)
0000258309	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	PTE/Prime Award No. P01HL146369 Subaward No. 000570	REGENTS OF THE UNIVERSITY OF CALIFORNIA	Ctr for Translational Science / Subaward No: 000570 Metabolic Reprogramming and Pulmonary Vascular Disease in Congenital Heart Disease PTE Federal Award No: P01HL146369	7/31/2023	912,791.46	
0000258663	E&I Contract CNR01439 Approved by BOT on December 2019	PUR-06972 and CDW E&I Contract	COMPUTER DISCOUNT WAREHOUSE - CDW	IT Business Services Office / IT Business Services Office / Multiple lines PO for Renewal of university wide Microsoft Office 365 and A5 Licenses	9/29/2023	897,064.89	
0000260511	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 The Participation Agreement was signed by Mark B. Rosenberg on 11/03/2017.	PUR # 00631	INSTRUCTURE INC	IT Business Services Office / Multiple line POs for Canvas Cloud Subscription and support	6/30/2026		863,494.20

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23	PO Amount FY 24 (YTD)
0000260548	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale Approved by BOT on June 2023	Piggyback Agreement No. St Johns County Schools ITB023-11 2023	SMILEYS AUDIO VISUAL INC	IT Business Services Office / Blanket Purchase Order for (Smiley's) for the Computer Store.	6/30/2026		815,000.00
0000243822	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale	PO # 0000243822	THE DOUGLAS STEWART COMPANY INC	IT Business Services Office / Blanket Purchase Order for (The Douglas Stewart) for the Computer Store.	6/30/2023	815,000.00	
0000245395	Exception under BOG Regulation 18.001(6)(d)(5) - Legal services, including attorney, paralegal, expert witness, appraisal, arbitrator or mediator services.	PO # 0000245395	SALIWANCHIK, LLOYD AND EISENSCHENK PA	Office of Research and Eco Develop / Blanket Purchase Order for Legal Fees: Saliwanchik, Lloyd & Eisenschenk (SLE) for FY 2022-23.	6/30/2023	758,874.04	
0000260561	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale	PO # 0000260561	THE DOUGLAS STEWART COMPANY INC	IT Business Services Office / Blanket Purchase Order for (The Douglas Stewart) for the Computer Store	6/30/2024		750,000.00
0000206581	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	PTE Federal Award No: FA9550-19-1-0349 Subaward No: 800011034-05UG	TRUSTEES OF BOSTON UNIVERSITY	Elec and Computer Eng / Subaward No: 800011034-05UG Project Title: Field Emitter Robust Vacuum Integrated Nanoelectronics (FERVIN) PTE Federal Award No: FA9550-19-1-0349	2/14/2024	562,285.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23	PO Amount FY 24 (YTD)
0000261179	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services.	PO # 0000261179	LINKEDIN CORPORATION	COB Chapman Graduate School / Blanket Purchase Order for LinkedIn Ads for Chapman Graduate Programs for the period of 7/1/2023 - 6/30/2024	6/30/2024		553,470.56
0000258219	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	Subaward No 000715	ARRIBADA INITIATIVE CIC	Global Forensic & Justice Ctr / Sub-award No. 000715-Operation Pangolin: Unifying Diverse Data Streams to Redefine Species Conservation	3/31/2026	551,331.00	
0000214012	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	PTE/Prime Award No. FA9550-19-1-0349 Subaward No. 800011034-03UG / 000144	THE OHIO STATE UNIVERSITY	Elec and Computer Eng / Subaward No. 800011034-03 Field Emitter Robust Vacuum Integrated Nanoelectronics (FERVIN)	2/14/2024	550,558.00	
0000258778	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000.	PO # 0000258778	KURT J LESKER CO	Elec and Computer Eng / Purchase of Kurt Lesker ALD 150LX		541,760.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23	PO Amount FY 24 (YTD)
	Sponsored Research Purchase Exemption						
0000261157	Piggyback Agreement per BOG Regulation 18.001(6)(c) T717-21L University of Cincinnati Approved by BOT on June 2023	Aircraft and Transportation Charter Services PUR # 03390	AIR PLANNING LLC	Athletics Department / Football 2023 Air Charter	6/30/2024		535,173.00
0000259232	Owner Direct Purchase of rectangular and spiral duct. 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.	Project BT-919 CM Contract 453	COMMERCIAL DUCT SYSTEMS LLC	Facilities Construction / CONS - ODP of ducts and accessories per attached quote for the Engineering Building project. BT 919	7/15/2023	528,100.00	
0000261504	ITN-2020-00030 Approved by BOT on February 2021	Chiller Plant Services PUR # 03744	CARRIER CORPORATION	Heating AC and Vent Enrgy Mgmt / Blanket Purchase Order for Maintenance Services and Repairs for University Chillers equipment at MMC, BBC & EC as per #ITN-	3/31/2024		524,220.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23	PO Amount FY 24 (YTD)
				2020-00030 Chiller Plant Services contract for the period thru 3/31/2024.			
0000261023	ITN56-002	PO # 0000261023	HOFFMAN FLAGLER LLC	COM Deans Office / COM Finance and Administration / Rent and Leasing Services for FY23-24	11/22/2026		507,218.25
0000245490	RTQ-00676 Miami Dade County	Gasoline and Diesel Piggyback Agreement via Miami Dade County Contract #RTQ-00676	SUNSHINE GASOLINE DISTRIBUTORS INC	Business Services / Blanket PO to cover fuel for the FIU Fleet for the period thru 6/30/2023.	10/31/2023	505,000.00	



BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2023

Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 from May 9, 2023 through July 31, 2023.

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 23	PO Amount FY 24 (YTD)
0000260532	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale Approved by BOT on June 2023	PUR # 06796 Apple Reseller Agreement	D AND H DISTRIBUTING INC	IT Business Services Office /Blanket Purchase Order for (D&H - Personal) for the Computer Store.	6/30/2026		2,300,000.00
0000260583	ITN 01-002 Approved by BOT on June 2021	Office Lease Between the Florida International University Board of Trustees as Tenant and TWJ 1101 LLC as Landlord PO # 0000260583	TWJ 1101 LLC	COB Chapman Graduate School / COB Deans Office / Multiple lines PO for Brickell Rent	2/10/2027		2,108,617.90
0000244335	ITN 01-002 Approved by BOT on June 2021	Office Lease Between the Florida International University Board of Trustees as Tenant and TWJ 1101 LLC as Landlord PO # 0000244335	TWJ 1101 LLC	COB Chapman Graduate School /Multiple lines PO for Brickell Rent	2/10/2027	2,039,753.13	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23	PO Amount FY 24 (YTD)
0000258048	Owner Direct Purchase of air handler units 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.	Engineering Building Project DPR CM Contract #453	TOM BARROW COMPANY INC	Facilities Construction / CONS - ODP of air handler units for the Engineering Building Project. BT 919		1,728,125.00	
0000260587	E-ITN67-004b Contract signed by Mark B. Rosenberg on 5/17/18	Student Transportation Services PUR # 00707 Amendment 1	ACADEMY BUS LLC	Parking and Transportation / Blanket Purchase Order- BUS SERVICES For GPE for the period of 07/01/2023 through 06/30/2024	6/30/2028		1,530,123.84
0000244333	Piggyback Agreement No. St Johns County Schools Bid# 2021-05 Approved by BOT on June 2023	PO # 0000244333	SMILEYS AUDIO VISUAL INC	IT Business Services Office / Blanket Purchase Order for (Smiley's) for the Computer Store.	6/30/2026	1,425,517.65	
0000244647	ITN 45-004 The original contract was signed by Mark B Rosenberg on 12/17/2015	Fleet Services PUR-03771	FIRST VEHICLE SERVICES INC	Business Services / Blanket Purchase Order for First Vehicle Services FY 22-23	3/15/2031	1,350,000.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23	PO Amount FY 24 (YTD)
0000248852	ITN-2019-0009 Approved by BOT on October 2020	Integrated Branding, Marketing and Communication Services PUR # 02192	ONE SIXTY OVER NINETY FL LLC	Strat Comm Govt & Ext Affairs /160over90 Media Buys	9/30/2023	1,070,000.00	
0000260645	The sublease was signed by Mark B Rosenberg on 8/6/2013	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 Purchase Order for the yearly lease payment for FIU at I-75. 7/01/2023 - 6/30/2024. Year 10			1,017,023.78
0000261710	Approved by BOT on June 2022	Piggyback Agreement No. Mythics Region 4 (National IPA) Contract# R190801 PUR # 05237	MYTHICS INC	IT Panthersoft / Oracle PaaS and IaaS Universal Credits B88206 (Year2)	7/14/2025		1,000,450.00
Contract PUR-05731	Approved by BOT on September 22, 2022 in the amount of \$4,000,000.		Arthur J. Gallagher Risk Management	Student Health Insurance Plan	8/16/2023	Additional Funds Requested in the amount of \$431,350 and approved as described in the enclosed summary.	

Gallagher Student Health Additional Approval Request Background

BOT Finance and Facilities Committee September 22, 2022

Subject: Approval of Contracts greater than \$3,000,000

Contract #PUR 05731 (Vendor: Arthur J. Gallagher Risk Management) is being requested for the Student Health Insurance Plan.

In 2014, FIU joined a consortium of other State University System (SUS) schools, including the University of South Florida, University of Central Florida, Florida Gulf Coast University, and University of Northern 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 was 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 BOG Procurement Regulation 18.001(4)(c) – Purchase of Insurance.

- **Term:** 1-year effective August 17, 2022
- **Cost:** \$4,000,000
- **Funding source:** E&G, Auxiliary, Athletics, University Wide Pooled Activity or Sponsored Research Funds

Additional Funds Request:

The final payment of \$995,715 that we needed to issue to Gallagher related to the Student Health Insurance policy resulted in a total cost \$4,430,368, which is \$430,369 over the \$4.0 million for which the University requested and obtained the BOT’s approval. Incremental students enrolled in the plan and increased premiums in FY22/23 were factors driving up the total anticipated cost. Since the number of grad assistants and fellows on the plan varies mainly depending on the grants the university gets each year, total cost was affected.

Additional approval from Finance and Facilities Committee Chair Duart in the amount of \$430,369 was obtained on July 14, 2023. A second request was submitted and approved on July 25, 2023, in the amount of \$981 for the remainder of the summer term.



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2023

Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 for Facilities and Administrative (F&A) funds and Direct purchases from sponsored research projects from May 9, 2023 through July 31, 2023. A Research Funding Certification Form is required for POs that are \$1M or greater.

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 23
0000244689	ITN-2020-00028	Strategic Real Estate Services PUR#04114 Addendum to PUR-03713 Master Service Agreement	C & W FACILITY SERVICES INC	Ctr for Translational Science / Ctr for Translational Science / BPO for Facilities Management at CTS for the period of July 1, 2022, through June 30, 2023	1/7/2024	1,313,320.00

*We have included a Research Funding Certification Form for the use of F&A Funds to cover the purchase of this item.

Research Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as part of the after-the-fact notice to the BOT and/or BOT committee of the use of Facilities and Administrative funds from sponsored research projects ("F&A Funds") to cover transactions made by the University. This form is to be used when solely F&A Funds are used for the purchase, sale, lease, license, or acquisition of commodities, goods, equipment and other types of personal property, software and contractual services in an amount greater than or equal to \$1,000,000.

Item name/description: Cushman & Wakefield U.S., Inc.

Funding Source(s): F&A 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 University's Procurement Services may reasonably and in good faith rely on this certification. Further, the F&A Funds are sufficient to cover the cost of the subject transaction, and the operational responsibilities for the current fiscal year of the Office of Research and Economic Development.

Tonja Moore

Digitally signed by Tonja Moore
DN: cn=Tonja Moore, o=Florida
International University, ou=Office of
Research and Economic Development,
email=mooret@fiu.edu, c=US
Date: 2022.07.21 17:17:21 -04'00'

Tonja Moore, Associate Vice President of
Research Strategic Planning and Operations

7/21/2022

Date

**Andrés G.
Gil**

Digitally signed by Andrés G. Gil
DN: cn=Andrés G. Gil, o=FIU,
ou=ORED,
email=andres.gil@fiu.edu, c=US
Date: 2022.07.21 17:29:55 -04'00'

Andres Gil, Vice President for Research and
Economic Development

July 21, 2022

Date



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2023

CASACUBA BUILDING UPDATE AS OF AUGUST 24, 2023

FUNDRAISING FOR CONSTRUCTION OF CASACUBA BUILDING

DONOR	PLEDGES	CASH RECEIVED	REMAINING PLEDGE BALANCE
National Endowment for the Humanities*	\$ 750,000	\$ 750,000	\$ -
Knight Foundation	\$ 2,000,000	\$ 1,200,000	\$ 800,000
Other Donors	\$ 20,972,977	\$ 5,414,478**	\$ 15,558,499
Planned Gifts	\$ 1,050,000**	\$ - **	\$ 1,050,000
TOTAL	\$ 24,772,977	\$ 7,364,478	\$ 17,408,499

Highlights since last report: On July 25, 2023, The Benjamin Leon Jr. Charitable Foundation, Inc. entered into an agreement for the contribution of \$10 million to the CasaCuba Building Fund. The amount above reflects this contribution.

**As a Federal agency award, this is a cost-reimbursement grant; the full amount has been obligated.*

*** Change in reporting to exclude programming gifts of \$500K*

FACILITIES UPDATE

- Negotiations with HKS Architects have successfully concluded and the agreement was executed on July 7, 2023.
- HKS is currently reviewing and validating the revised program. A program committee is in place.

FIU FOUNDATION, INC.

**SUMMARY OF REVENUES AND EXPENSES
& INVESTMENTS**

June 30, 2023

FIU FOUNDATION, INC.
Summary of Revenues and Expenses *
For the Period Ended June 30, 2023
(In Thousands of Dollars)

	Actuals				
	University (Donor Designated)	Foundation (Unrestricted)	Total	Budget	Fav (Unfav) Variance
REVENUES:					
Cash Contributions	\$ 39,592	\$ -	\$ 39,592	\$ 40,677	\$ (1,085)
Investment Returns, net of fees	27,795	4,012	31,807	24,207	7,600 [1]
Foundation Subsidiaries	-	241	241	207	34
Annual Revenues & Fees	-	1,079	1,079	1,150	(71)
TOTAL REVENUES	67,387	5,332	72,719	66,241	6,478
EXPENSES:					
Support to University:					
Scholarships & Programs	\$ 33,274	\$ -	\$ 33,274	\$ 28,836	(4,438) [2]
Building Funds	6,512	-	6,512	8,929	2,417 [3]
Operational Support	-	1,456	1,456	1,285	(171)
MARC Building Transfer	-	680	680	250	(430)
Total Support to University	39,786	2,136	41,922	39,300	(2,622)
Operational:					
Foundation Subsidiaries	-	263	263	496	233
Administrative Operating Expenses	-	10,766	10,766	12,500	1,734 [4]
Other Expenses	-	211	211	405	194
Total Operational	-	11,240	11,240	13,401	2,161
TOTAL EXPENSES	39,786	13,376	53,162	52,701	(461)
EXCESS REVENUES OVER EXPENSES	\$ 27,601	\$ (8,044)	\$ 19,557	\$ 13,540	\$ 6,939

*Summary of Revenues and Expenses reflects revenues on a cash basis and expenses on an accrual basis.

- [1] The favorable variance of \$7.6 million in investment returns is based on an actual return for the fiscal year to date of 9.5% versus a budgeted return fiscal year to date of 6.0% (yielding a 6.0% annual budgeted rate of return).
- [2] The unfavorable variance of \$4.4 million in scholarships & programs is due to timing.
- [3] The favorable variance of \$2.4 million in building funds is a result of capital projects being delayed.
- [4] The favorable variance of \$1.7 million in Administrative Operating Expenses is a result of timing of professional services and donor event expenses.

As of June 30, 2023 Asset Class	Market Value	Current Allocation (%)	Current Month	Last 3 Months	Fiscal YTD	Annualized S.I.	Inception Date
Total Assets (Net of Fees)	\$415,717,092	-	3.4%	3.0%	9.0%	5.0%	6/30/2000
Main Investment Portfolio (Net of Fees)	\$393,891,609	100.0%	3.5%	3.1%	9.5%	5.3%	6/30/2000
Public & Private Equity	\$309,231,647	78.5%	4.7%	4.3%	11.2%	5.5%	6/30/2000
Public Equity	\$244,336,914	62.0%	6.0%	5.5%	14.8%	4.8%	6/30/2000
Private Equity	\$64,894,733	16.5%	0.0%	-0.1%	-2.3%	11.2%	11/15/2005
Real Assets	\$34,141,871	8.7%	-0.1%	-1.1%	6.4%	2.8%	1/31/2008
Hedge Funds & Other Diversifying Investments	\$1,060,464	0.3%	-0.6%	-0.7%	16.8%	5.1%	3/31/2002
High Quality Bonds and Cash	\$49,457,626	12.6%	-0.3%	-0.6%	-0.5%	4.4%	6/30/2000
Total							

Please note the market values and performance information above reflects the most updated valuations for private investments and may not agree with Summary of Revenues and Expenses for the same period.



**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 14, 2023**

UNIVERSITY BONUS PLAN

Summary

FIU Bonus Plan that complies with the BOG Regulation 9.015 (& F.S. 1012.978) was implemented upon approval by the Board of Trustees on 9/14/2021 & amended on 3/3/22.

FIU has implemented the following types of bonus plans:

- Employee work performance
- Recruitment
- Retention

BOG Regulation 9.015 also authorizes the payment of bonuses included in ratified collective bargaining agreements.

Reporting Period: July 1, 2022 – June 30, 2023

Required by the FIU Board of Trustees ("BOT") as part of the President submitting FIU's Bonus Plan Report to the BOT, pursuant to Board of Governors (BOG) Regulation 9.015.

Certifies to the best of our professional judgment and knowledge, that the bonuses paid to university employees during the Reporting Period, as described in the attached report, complied with the criteria in the FIU Bonus Plan and were paid from funds contained within the University's budget as approved by the BOT.

UNIVERSITY BONUS REPORT

The Florida International University bonus plan has been designed to comply with Section 1012.978, Florida Statutes, and the Florida Board of Governors (BOG) Regulation 9.015. The University has provided incentive bonuses based on work performance, as well as addressed recruitment and retention needs. A bonus is a one-time monetary award given to faculty or staff which is not added to the base salary. The following outlines bonus criteria and type:

Types of Bonuses and Evaluation Criteria

1. Work-Performance Bonuses

Evaluation Criteria: The evaluation criteria for these bonuses includes, but is not limited to, documented work performance involving increased duties/responsibilities, successful completion of a special project, attainment of established goals, superior performance, or specific achievements or assignments of significance.

Specific Bonuses Falling Within This Category:

A. Performance-Based Bonus

The Performance-Based Bonus is to recognize faculty and staff who have demonstrated continuous outstanding performance or who have made a significant contribution to the department's objectives. To be eligible to receive this bonus, the employee must have a current performance rating of "Consistently Exceeds" or better for staff or "Very Good" or better for faculty evaluations.

B. Project-Based Bonus

The Project-Based Bonus is to recognize faculty and staff upon the successful completion of a special project with pre-determined goals or performance levels in addition to the faculty and staff's regularly assigned duties.

C. Spot Award

The Spot Award is to recognize faculty and staff for superior performance that is not based on a project and is to foster continued improvement or reinforce superior or observable performance for a specific event or task that has been completed. There must be an evaluation on file for the faculty or staff to be eligible for this bonus.

D. Variable Compensation Plan Award

The Variable Compensation Plan (VCP) Award is a pre-approved plan that provides for a lump-sum award based on successful attainment of established goals. A VCP establishes the eligible faculty or staff's contribution to departmental objectives, which typically includes revenue generation, and specific targets to be achieved with a pay-out schedule based on achieving the stated goals within the fiscal year. There must be an evaluation on file for the faculty or staff to be eligible for this bonus.

E. Recognition Awards

Recognition Awards serve to recognize faculty and staff for superior performance or specific achievements in designated categories. The FIU community gathers each year to honor and recognize distinguished staff and faculty members for their outstanding achievements and years of service through the Service and Recognition Awards. Select employees are recognized with an award for significant achievements in their scholarly pursuits (e.g., Employee Service and Recognition Awards and Student Employee of the Year Awards). Faculty excellence awards are presented during the Faculty Convocation and Awards Ceremony in the categories of teaching, gateway teaching, research/creative activities, engagement, service, advising/mentorship and librarianship.

F. Faculty Practice Plan

The Herbert Wertheim College of Medicine (HWCOM) variable compensation plan is applicable to clinical faculty with specialties as defined in the plan document, whose effort is primarily devoted to providing clinical care on behalf of FIU Health. The variable compensation plan provides for a percent of net revenues received by HWCOM from clinical services provided by the faculty.

G. Faculty Research Incentive Plan (Research & Merit)

Faculty Research Incentive Plan (Research & Merit) provides incentives for obtaining external research funding, patents and certain faculty awards which furthers FIU efforts to achieve BOG Emerging Preeminence and Preeminence designation, as well as maintain the already achieved Carnegie Research 1 designation. This is paid in full or in part as a bonus and/or transferred to the faculty member's FRIP account to support research at faculty discretion unless expressly specified in program components.

2. Recruitment (Sign-On) Bonuses

Evaluation Criteria: The evaluation criteria for these bonuses includes, but is not limited to, identification of external candidates with desirable specialized skills and exceptional experience, or where market conditions or departmental structure merit such an award.

3. Retention Bonuses

Evaluation Criteria: The evaluation criteria for these bonuses includes, but it is not limited to, circumstances to address verified offers of competing employment, address market conditions which are significantly higher than the current salary, ameliorate salary compression or inversion, or acknowledge successful completion of career development training, or certification programs that are in the best interests of the University or support the mission of the University. There must be an evaluation on file for the faculty or staff to be eligible for this bonus.

A. Educational Incentive Awards

Educational Incentive Awards are given to encourage staff to acquire a degree, a professional license, or a professional certification from an accredited institution or professional organization. The course of study should be relevant to the position and/or department needs. Educational Incentive Awards are not available for degrees, professional certifications or licenses that are a current job requirement.

Delegations of Authority

The Florida International University Board of Trustees (FIU BOT) delegates authority to the President or the President's designee to establish procedures to implement this bonus plan, including levels of approvals and compensation for specific bonuses described in this bonus plan.

Reporting to the FIU BOT

At this first fall semester FIU BOT meeting, this report is being submitted to the FIU BOT certifying that bonuses paid during the prior fiscal year have complied with the criteria in this bonus plan and that the bonuses were within the University's budget as approved by the FIU BOT. This report includes the BOT-required certification and provides the total amount of funds paid for performance, recruitment, and retention bonuses.

Bonus Type	Total Awards (All Types)	Total Amount
Work Performance Bonus	947	\$ 3,283,262
<i>Performance Bonus</i>	351	\$ 1,595,622
<i>Project Bonus</i>	77	\$ 333,566
<i>Recognition Award</i>	116	\$ 116,173
<i>Research & Merit Bonus</i>	101	\$ 446,529
<i>Spot Award</i>	233	\$ 342,753
<i>Variable Bonus</i>	51	\$ 378,548
<i>Faculty Practice Plan (VCP)</i>	18	\$ 70,071
Recruitment (Sign On) Bonus	30	\$ 119,500
Retention Bonus	231	\$ 505,663
<i>Educational Incentive</i>	129	\$ 171,031
<i>Educational Allowance</i>	7	\$ 64,368
<i>Retention Bonus</i>	95	\$ 270,264
Grand Total	1,208	\$ 3,908,425

In-Unit Bonuses Awarded FY 2022-23

Award Type	Total Awards	Total Amount
Work Performance Bonus	113	\$ 230,815
<i>Performance Bonus</i>	27	\$ 75,500
<i>Project Bonus</i>	7	\$ 20,000
<i>Recognition Award</i>	21	\$ 29,912
<i>Research & Merit Bonus</i>	27	\$ 63,853
<i>Spot Award</i>	31	\$ 41,550
Recruitment (Sign On) Bonus	4	\$ 12,000
Retention Bonus	72	\$ 96,212
<i>Retention Bonus</i>	49	\$ 72,867
<i>Education Incentive</i>	21	\$ 20,845
<i>Educational Allowance</i>	2	\$ 2,500
Grand Total	189	\$ 339,026

Out-Of-Unit Bonuses Awarded FY 2022-23

Award Type	Total Awards	Total Amount
Work Performance Bonus	834	\$ 3,052,448
<i>Performance Bonus</i>	324	\$ 1,520,122
<i>Project Bonus</i>	70	\$ 313,566
<i>Recognition Award</i>	95	\$ 86,262
<i>Research & Merit Bonus</i>	74	\$ 382,676
<i>Spot Award</i>	202	\$ 301,203
<i>Variable Bonus</i>	51	\$ 378,548
<i>Faculty Practice Plan (VCP)</i>	18	\$ 70,071
Recruitment (Sign On) Bonus	26	\$ 107,500
Retention Bonus	159	\$ 409,451
<i>Retention Bonus</i>	46	\$ 197,397
<i>Education Incentive</i>	108	\$ 150,186
<i>Educational Allowance</i>	5	\$ 61,868
Grand Total	1,019	\$ 3,569,399

Variable Compensation Plans FY 2022-23

<i>Variable Bonus by Business Unit</i>		
Business Units	Total Awards	Total Amount
Athletics Department	21	\$ 115,264
Office of Business & Finance	20	\$ 163,480
College of Medicine	18	\$ 70,071
Office of the General Counsel	2	\$ 17,497
Division of Information Technology	4	\$ 45,152
School of Hospitality & Tourism Management	4	\$ 37,154
Grand Total	69	\$ 448,618

<i>Variable Bonus by Pay Plan</i>		
Pay Plan	Total Awards	Total Amount
Administrative	49	\$ 359,602
COM Faculty – 12 Month	18	\$ 70,071
Faculty – 12 Month	1	\$ 12,327
Staff	1	6,619
Grand Total	69	\$ 448,619

**The Bonus Plan Report presented during the September 22, 2022, FIU-BOT meeting included the Collective Bargaining Agreement (CBA) bonuses approved by the BOT and awarded during FY 2021-22. Although BOG Regulation 9.015 authorizes the payment of bonuses ratified in CBAs, the Regulation does not require that they be reported. The CBA bonuses reported below are provided for purposes of continuity.*

*Collective Bargaining Agreement Bonuses awarded in FY 2022-23

Bonus Type	Total Awards (All Types)	Total Amount
Performance Bonus	672	\$ 2,343,705
Tuition Reimbursement	7	\$ 20,504
PBA Sick Bonus	16	\$ 7,200
One Time Bonus	1,963	\$ 3,289,488
Grand Total	2,658	\$ 5,660,897

Total Bonuses by Funding Source

Funding Source	Sum of Bonus Amount
Athletics	\$ 150,861
Auxiliary Enterprises	\$ 1,748,177
C&G	\$ 1,191,400
College of Medicine	\$ 65,216
E&G	\$ 6,276,564
Student Fees	\$ 114,600
Technology Fee	\$ 2,000
University Wide Pooled Activity	\$ 20,504
Grand Total	\$ 9,569,322



Bonus Plan Certification Form

Reporting Period: July 1, 2022 – June 30, 2023

This form is required by the FIU Board of Trustees ("BOT") as part of the President submitting FIU's Bonus Plan Report¹ to the BOT, pursuant to Board of Governors (BOG) Regulation 9.015.

The FIU Bonus Plan is the Florida International University Bonus Plan approved by the BOT on September 14, 2021, as amended and approved by the BOT on March 3, 2022.

This is to certify, to the best of our professional judgment and knowledge, that the bonuses paid to University employees during the Reporting Period, as described in the attached report, complied with the criteria in the FIU Bonus Plan and were paid from funds contained within the University's budget as approved by the BOT. The BOT may reasonably and in good faith rely on this certification.

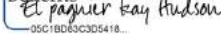

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9/8/2023

Francisco Urrea, Director, Compensation &

Date

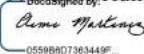
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El pagnier Kay (EK) Hudson, Senior Vice
 President, Human Resources

Date


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9/8/2023

Aime Martinez, Vice President and
 Chief Financial Officer

Date

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9/8/2023

Carlos B. Castillo, General Counsel

Date

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9/11/2023

Kenneth A. Jessell, President

Date

¹ Pursuant to BOG Regulation 9.015, FIU's Bonus Plan Report contains the total amount paid during the Reporting Period for performance, recruitment and retention bonuses. Individuals providing this certification may be eligible and receive, from time to time, bonuses being reported on in this Bonus Plan Report.