



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

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

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

**Thursday, March 3, 2022
9:30 AM**

or

Upon Adjournment of Previous Meeting

Chair: Roger Tovar

Vice Chair: Jose J. Armas

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

AGENDA

- | | |
|---|----------------------|
| 1. Call to Order and Chair's Remarks | Roger Tovar |
| 2. Approval of Minutes | Roger Tovar |
| 3. Action Items | |
| FF1. Review of Test Preparation Fee, College of Law | Antony Page |
| FF2. Approval of Contract #PUR-04918 with Amazon.com Services LLC. | Aime Martinez |
| FF3. Amendment to Signature Authority – Authorization to Sign Checks for the University | Aime Martinez |
| 3. Action Item (<i>Committee Action; Full Board Information Only</i>) | |
| FF4. Approval to Issue Change Orders for Purchase Orders greater than or equal to \$1,000,000 and less than \$3,000,000: Increase Purchase Order 0000234830 Equinix Inc. | Aime Martinez |
| 4. Discussion Item (<i>No Action Required</i>) | |
| 4.1 Financial Performance Review, Second Quarter FY 2021-22 | Aime Martinez |

5. Reports *(For Information Only)*

5.1 Athletics Update	Scott Carr
5.2 Business Services Report	Aime Martinez
5.3 Emergency Management Status Report	Amy B. Aiken
5.4 Facilities and Construction Update	John Cal
5.5 Safety and Environmental Compliance Report	Amy B. Aiken
5.6 Treasury Report	Benjamin Jarrell
5.7 Procurement Report	Kelly Mayorga
5.8 CasaCuba Building Update	Maria Carla Chicuen
5.9 Foundation Report	Andre L. Teixeira

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

7. Concluding Remarks and Adjournment **Roger Tovar**

FIU Board of Trustees Finance and Facilities Committee Meeting

Time: March 03, 2022 9:30 AM - 10:30 AM EST

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

Section	Agenda Item	Presenter	Page
1.	Call to Order and Chair's Remarks	Roger Tovar	
2.	Approval of Minutes	Roger Tovar	1
	Minutes: Finance and Facilities Committee Meeting, December 8, 2021		2
3.	Action Items		
FF1.	Review of Test Preparation Fee, College of Law	Antony Page	8
	Florida Bar Examination Pass Rates, July 2015-July 2021		10
	FIU Law Press Releases, 2017-2021		12
	FIU Office of Internal Audit Audit of College of Law, Report No. 15/16-10, March 14, 2016		24
FF2.	Approval of Contract #PUR-04918 with Amazon.com Services LLC.	Aime Martinez	40
	Contract #PUR-04918 Participating Addendum		41
	State University System of Florida Technology Platform Fee Agreement		42
	Funding Certification Form		46
FF3.	Amendment to Signature Authority – Authorization to Sign Checks for the University	Aime Martinez	48
3.	Action Item (<i>Committee Action; Full Board Information Only</i>)		
FF4.	Approval to Issue Change Orders for Purchase Orders greater than or equal to \$1,000,000 and less than \$3,000,000: Increase Purchase Order 0000234830 Equinix Inc.	Aime Martinez	49
	Sole Source for Equinix Inc. 2022		51

Section	Agenda Item	Presenter	Page
	Sole Source for Equinix Inc., Approved 2019		56
	Equinix Inc. Master Country Agreement and Global Terms and Conditions		66
	Funding Certification Form		79
4.	Discussion Item <i>(No Action Required)</i>		
4.1	Financial Performance Review, Second Quarter FY 2021-22	Aime Martinez	81
5.	Reports <i>(For Information Only)</i>		
5.1	Athletics Update	Scott Carr	86
5.2	Business Services Report	Aime Martinez	87
5.3	Emergency Management Status Report	Amy B. Aiken	94
5.4	Facilities and Construction Update	John Cal	95
	<i>New Minor Projects established 11/1/2021 – 1/31/2022</i>		102
	<i>New Project Change Orders established 11/1/2021 – 1/31/2022</i>		103
5.5	Safety and Environmental Compliance Report	Amy B. Aiken	104
5.6	Treasury Report	Benjamin Jarrell	105
5.7	Procurement Report	Kelly Mayorga	
	<i>Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from October 27, 2021 through January 24, 2022</i>		111
	<i>Quarterly report of the purchasing transactions greater than \$1,000,000 from October 27, 2021 through January 24, 2022</i>		113
5.8	CasaCuba Building Update	Maria Carla Chicuen	116
5.9	Foundation Report	Andre L. Teixeira	117
6.	New Business <i>(If Any)</i>	Roger Tovar	
7.	Concluding Remarks and Adjournment	Roger Tovar	

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee

March 3, 2022

Subject: Approval of Minutes of Meeting held December 8, 2021

Proposed Committee Action:

Approval of Minutes of the Finance and Facilities Committee meeting held on December 8, 2021 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

Background Information:

Committee members will review and approve the Minutes of the Finance and Facilities Committee meeting held on December 8, 2021 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

Supporting Documentation: Minutes: Finance and Facilities Committee Meeting,
December 8, 2021

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



Finance and Facilities Committee

December 8, 2021

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via 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 9:23 a.m. on Wednesday, December 8, 2021.

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*; Jose J. Armas, *Committee Vice Chair*; Cesar L. Alvarez; Dean C. Colson, *Board Chair*; Natasha Lowell; Joerg Reinhold; Chanel T. Rowe (*via Zoom*); and Marc D. Sarnoff.

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

2. Approval of Minutes

Committee Chair Tovar asked that the Committee approve the minutes of the meeting held on September 14, 2021. A motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meeting held on September 14, 2021.

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

3. Action Items

FF1. FIU Direct Support Organizations Financial Audits, FY 2020-21

Committee Chair Tovar requested that all components of agenda item FF1 be voted on in one motion. There were no objections.

Senior Vice President for Administration and Chief Financial Officer Kenneth A. Jessell explained that the annual financial audits of the component units will be reflected on the University's financial audit that is currently underway by the State of Florida Auditor General, adding that the financial activities of the FIU Research Foundation, Inc. are not included in the University financial audit due to immateriality. He presented the FIU Direct Support Organizations FY 2020-21 financial audits for Committee review. He reported that James Moore Certified Public Accountants and Consultants performed the financial audits for the following entities: Florida International University Foundation, Inc.; Florida International University Research Foundation, Inc.; Florida International University Athletics Finance Corp; and Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc.

Sr. VP and CFO Jessell indicated that the audits have been approved by the Boards of the respective entities. He further reported that all of the audits received an Unmodified Opinion, explaining that the results of the respective audits did not identify any weaknesses in internal control over financial reporting that were considered to be material weaknesses. He noted that the results of the audits disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards. Sr. VP and CFO Jessell mentioned that all DSOs within the State University System are undergoing an internal control review, stating that the results of said review will be presented to the Board of Trustees and Florida Board of Governors upon completion. He referred to the executive summary included as part of the agenda materials.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Board of Trustees:

FF1-A. Florida International University Foundation Inc., Financial Audit, 2020-21 -

Accept the Florida International University Foundation, Inc. Financial Audit for the 2020-21 Fiscal Year and authorize the CEO of the Florida International University Foundation, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

FF1-B. Florida International University Research Foundation Inc., Financial Audit, 2020-21-

Accept the Florida International University Research Foundation, Inc. Financial Audit for the 2020-21 Fiscal Year and authorize the President of the Florida International University Research Foundation, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

FF1-C. Florida International University Athletics Finance Corporation Financial Audit, 2020-21 - Accept the Florida International University Athletics Finance Corporation Financial Audit for the 2020-21 Fiscal Year and authorize the Executive Director of the Florida International University Athletics Finance Corp. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

FF1-D. Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. Financial Audit, 2020-21 - Accept the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. Financial Audit for the 2020-21 Fiscal Year and authorize the President of the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

FF2. Authorization to Select a Construction Manager for the Trish and Dan Bell Chapel and East Loop Road Realignment

Sr. VP and CFO Jessell presented the request for authorization to select a construction manager for the Trish and Dan Bell Chapel and East Loop Road realignment for Committee review. He pointed out that on December 3, 2020, the FIU Board of Trustees approved the budget for the East Road realignment, the naming of The Trish and Dan Bell Chapel, and the architect engineer. He explained that the request for construction manager was not included at that time because all the funds were

not identified, stating that the Bells agreed to increase their \$5M gift to \$7M conditional upon an FIU Foundation challenge match program. Sr. VP and CFO Jessell indicated that said challenge match was received, noting that on October 22, 2021, the FIU Foundation formally approved the resolution to advance the \$7M because the Bell gift is to be received over time. He remarked that negotiations for architectural/engineering services have been finalized and the contract with the selected design firm, Gurri Matute PA, has been signed. He commented that advertisement for the competitive selection of construction manager services has been placed and, conditional upon BOT approval, it is anticipated that the University will enter into a contract with the selected construction manager in early 2022 and a groundbreaking is subsequently expected for fall 2022.

Committee Chair Tovar referred to the agenda materials, noting the total project cost is \$15,444,286, commenting that the total cost for the Chapel is \$9M and an additional \$6M is required for a road realignment. Sr. VP and CFO Jessell added that the repositioning of the road to the west will accommodate additional space for the Chapel on the east side and also allow for the future expansion of the University Graham Center. In response to Board Chair Dean C. Colson, Sr. VP and CFO Jessell remarked that conceptual drawings are expected within the next several months. Responding to Committee Chair Tovar, Sr. VP and CFO Jessell mentioned that the Chapel should be complete within the next two (2) years, adding that project updates will be included as part of the quarterly Facilities and Construction updates.

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 authorization to select a Construction Manager for the Trish and Dan Bell Chapel and East Loop Road Realignment and delegate to the University President the authority to negotiate and enter into the contract on behalf of the University.

FF3. Engineering Building Phase I—Second Amendment to Prior Budget Approval

Sr. VP and CFO Jessell presented the second amendment to prior budget approval for Engineering Building Phase I for Committee review. He commented on the groundbreaking ceremony for the Engineering Building Phase I, which was held on September 9, 2021, adding that Engineering Phase I will be located on the northeast corner of campus and is currently in design. He added that the architect is Perkins + Will and DPR Construction is the construction manager. He indicated that the original program and construction budget for a new engineering building at FIU, as approved by the Board of Trustees and the Florida Board of Governors (BOG), was a single building to be constructed in two phases: Engineering I and II. He added that the approved budget request was \$150M, with \$105M to be funded with State funds and \$45M to be funded from University matching funds and philanthropy. He presented design renderings, noting that a request to the Board of Trustees in terms of carryforward expenditures for walkways and pathways will be made in the future as these are currently not included in the budget.

Sr. VP and CFO Jessell commented that in order to meet the space needs of the building program, the budget has increased to \$75M, and as such, an increase of \$12M in budget authority is being requested. He explained that approximately \$4M of the budget increase is the result of higher construction costs in the marketplace. He remarked that the additional \$12M in funding was included in the FIU 2021-22 Fixed Capital Outlay Budget approved September 14, 2021, conditional

upon subsequent approval of the \$12 million funding plan. He mentioned that the Fixed Capital Outlay Budget was approved by the BOG on November 4, 2021. Sr. VP and CFO Jessell pointed out that to fund the \$12M increase, \$6.7M in auxiliary funding will be used, stating that this amount is from the early payment of a loan to the Health Care Network Faculty Group Practice Plan that was originally scheduled to mature in 2036. He added that the remaining amount of \$5.3M will be funded from unrestricted treasury auxiliary balances and that philanthropy will be repaying the treasury loan.

Committee Chair Tovar encouraged Senior Vice President for Advancement Howard R. Lipman and his team to fundraise aggressively for the project, noting that its prominent location presents promising philanthropic opportunities.

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 approval of the request to expand the size and budget of Engineering Building Phase I from the currently approved budget of \$63.4M to \$75.4M, including \$15M in subsequent build-out of shell space for research laboratories from Sponsored Research Overhead Funds, to accommodate updated programmatic and space needs and shell space for sponsored research.

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

FF4. Riccardo Silva Stadium Kitchen Project

Sr. VP and CFO Jessell presented the Riccardo Silva Stadium kitchen project for Committee review, explaining that approval is being requested to begin a capital project of approximately \$2M for a kitchen to support FIU Athletics and the Riccardo Silva Stadium. He indicated that the kitchen will be located to the south of the Stadium Club and will be a separate freestanding building and highlighted collaborations with leadership within FIU Athletics to ensure that the project meets the needs of the student-athletes. Sr. VP and CFO Jessell mentioned that the kitchen was initially to be designed and constructed by Chartwells, adding that the design phase is completed and FIU will undertake the construction management.

In response to Trustee Marc D. Sarnoff, Sr. VP and CFO Jessell explained that the kitchen is approximately over 1,600 sq. ft. He noted that Chartwells will cover the costs to build the kitchen as part of their contractual obligation with the University. Committee Chair Tovar remarked that the kitchen would not only serve to ensure the nutritional aspect of student-athlete competition but also enhance the game-day experience. Trustee Jose J. Armas requested benchmarks and target dates for completion. Further responding to Trustee Sarnoff, Sr. VP and CFO Jessell pointed out that key components of a commercial kitchen, such as equipment, exhaust and ventilation, fire suppression, and grease traps add to the total project cost. In response to Trustee Natasha Lowell, Sr. VP and CFO Jessell mentioned that options for an optimal food program for student-athletes are currently being reviewed in collaboration with the Athletics Department. Committee Chair Tovar commented that student-athletes must have appropriate access to meals, adding that the matter is of the utmost importance.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee approve a capital project to build a full-service kitchen at the south end of the stadium

between Gates 2 and 3 and delegate to the University President the authority to negotiate and enter into the contract on behalf of the University.

FF5. Approval to Issue Change Orders for Purchase Orders greater than or equal to \$1,000,000 and less than \$3,000,000:

- *PO: 228023 Vendor: Google*
- *PO: 227828 Facebook/Instagram*

There were no questions 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 (i) approve, as listed and described in the Board materials, the University issuing 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.

FF6. Ratification of the Independent Contractor Agreement with the vendor Logistics Management Group, and approval of the purchase orders that may be issued under this Agreement

Sr. VP and CFO Jessell presented the ratification of the independent contractor agreement with Logistics Management Group for Committee review. He indicated that under the proposed agreement, Logistics Management Group, will provide a wide array of event management services and source necessary items for the various events organized by the Food Network & Cooking Channel South Beach Wine & Food Festival presented by Capital One, for the 2022 and 2023 Festivals. He explained that most expenses are pass-through and reimbursed by the University once approved by festival staff, incurred, and invoiced by the vendor. He indicated that the contractor fee is \$130,000, combined, for both 2022 and 2023 Festivals and paid for from Festival proceeds.

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

4. Discussion Item

4.1 Financial Performance Review, First Quarter FY 2021-22

Sr. VP and CFO Jessell presented the University's financial performance review for the first quarter of FY 2021-22, noting that operating revenues were above estimates by \$1.7M and that operating expenses were below estimates by \$1.8M with a net favorable variance of \$3.5M. He also described the key drivers, including lower revenues associated with lower enrollments and lower expenses due to salary savings.

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.

In response to Trustee Lowell, Sr. VP and CFO provided an update on the pedestrian bridge project (University City Prosperity Project), noting that the Florida Department of Transportation (FDOT) is managing the design and construction, 30% design submittal was submitted for review, and all comments were addressed. He remarked on regular reports and meetings and ongoing collaboration between agencies.

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 Wednesday, December 8, 2021, at 10:19 a.m.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee

March 3, 2022

Subject: Review of Test Preparation Fee, College of Law

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees (the BOT) approve the continuation of the Test Preparation Fee

Background Information:

The FIU Board of Trustees (BOT) approved on December 9, 2010 the establishment of a Test Preparation Fee that applies only to students who, as part of their graduation requirements, are expected to obtain specific preparation for a practice-based examination. The Test Preparation Fee, as part of a degree program, increases accessibility of students to take preparation courses and to lower the cost of the preparation course through lower-price negotiated contracts. Additionally, by including the Test Preparation Fee as part of the degree requirements of the program, students may be eligible to pay for the course through financial aid.

The Florida Board of Governors (BOG) approved the University's request to establish the Test Preparation Fee on March 24, 2011. Pursuant to BOG Regulation 7.003(23)(m), Fees, Fines, and Penalties: *Every five years the university board of trustees shall review the fee to determine if the fee has met its intended outcomes and whether the fee should be increased, decreased or discontinued. The university board of trustees shall submit its findings to the board. Any subsequent decreases or continuation in these fees are delegated to the university board of trustees, with notification to the chancellor.*

On March 3, 2017, the BOT approved the five-year update for the continuation of the Test Preparation Fee, which was subsequently approved by the BOG.

Currently, the Test Preparation Fee is set at \$2,750 and used only in the College of Law for the Bar Preparation Course. In addition to benefits of lower cost and inclusion of the fee in financial aid calculations, the intended outcomes of the Test Preparation Fee have been achieved. For example:

- In each of the last seven mid-year Florida General Bar Examinations (2015-2021) FIU College of Law graduates passed the Bar examination at higher rates than all the other 11 law schools in Florida, and at a rate roughly 20 percentage points higher than the state average. Typically, there are more than ten times as many FIU Law graduates taking the mid-year examination as take the February examination.
- In the last six February Florida General Bar Examinations, FIU College of Law graduates achieved the highest score three times and the second highest score three times. In 2020, an American Bar Association analysis of bar examination performance ranked FIU Law #12 in the country among all ABA-accredited law schools (without diploma privileges) and #2 for

bar exam over-performance, where graduates' results are adjusted based on the difficulty of the bar exam.

- FIU College of Law graduates, based on their bar exam scores, have frequently been invited to speak at court induction ceremonies. The graduates include Mario Romero (April 2021, 3rd DCA), Annasofia Roig (Oct. 19, 3rd DCA), Yechiel Baron (Oct. 2019, FL SCT), Ana Tovar Pigna (May 2018, 3rd DCA), Kimberly de la Cruz (Apr. 2018, 4th DCA), and Laura Maxwell (Oct. 2017, FL SCT).
- The Test Preparation Fee was examined by the FIU Office of Internal Audit's Audit of the College of Law, and the March 14, 2016 Audit Report stated: "We reviewed the supporting documentation related to the 129 Test Prep Fees of \$2,550 each to determine whether the fee was assessed at cost. Our testing results found the Test Preparation Fees being properly charged at cost."

Supporting Documentation: Florida Bar Examination Pass Rates, July 2015-July 2021
FIU Law Press Releases, 2017-2021
FIU Office of Internal Audit | Audit of College of Law, Report
No. 15/16-10, March 14, 2016

Facilitator/Presenter: Antony Page

Politics, Law & Society

FIU Law earns highest scores on Florida bar exam for the seventh consecutive year



By Morgan Hughes

September 20, 2021 at 3:00pm

FIU has once again ranked as the top-performing Florida law school on the Florida bar exam.

FIU Law graduates earned an 88.8% passing rate on the Florida bar exam in July. This is the highest of any Florida law school, and 17.2 percentage points above the state average. The exam was administered remotely.

FIU Law has finished first on the Florida Bar Exam on seven consecutive mid-year bar exams

“Our graduates consistently earn top scores on the Florida bar exam,” said FIU Law Dean Antony Page. “We remain impressed by our graduates’ resilience, dedication and skill. They will

become great new lawyers.”

FIU Law’s Academic Excellence Program, led by Assistant Dean Raul Ruiz and Associate Dean Louis Schulze, helps ensure that students have everything they need to maximize their performance. Starting in first-year student orientation, the AEP provides resources to help FIU Law students succeed in law school and develop strong practice skills.

In 2021, the College of Law was ranked among the nation’s top 50 public law schools, No. 14 for evening programs among public law schools, and sixth for student body diversity among all law schools by U.S. News & World Report. The National Jurist ranked FIU Law No. 11 Best Value Law School, and No. 1 among law schools serving a majority-minority student body. Among public law schools, U.S. News ranked FIU’s specialty law programs in the top 50, including the part-time, legal writing, international law, trial advocacy, and intellectual property law programs.

As of Aug. 1, more than 95% of FIU Law’s graduating class of 2020 were employed in professional jobs, including those requiring bar passage or for which holding a J.D. is considered an advantage.

FIU Coronavirus Updates

[Read the latest updates and information](#)



Mario Romero '20, Invited to Speak at Florida Third District Court of Appeal Induction Ceremony

Apr 28, 2021 | Alumni News, FIU Law



Congratulations to Mario Romero '20 who has been selected to speak at the Florida Third District Court of Appeal Florida Bar Induction Ceremony for being one of the highest achievers on the February 2021 Florida Bar exam. The Induction Ceremony will be held on May 3, 2021 at 10:00am and can be viewed live at the courts [website](#). Throughout his time at FIU Law, Mario was the President of the Libertarian Law Student Association for one academic year from Fall 2018 – Spring 2019 and was on the FIU Law Review as a Staff Member. In addition, Mario was also a teaching assistant for Professor Margaret B. Correoso for both her Legal Skills & Values II class during the spring semester 2019 and her Professional Responsibility class during the summer semester 2019.



College of Law

FIU Coronavirus Updates

[Read the latest updates and information](#)



Annasofia Roig '19, Invited to Speak at Florida Third District Court of Appeal Induction Ceremony

Oct 14, 2019 | Alumni News



Annasofia Roig '19, was invited to speak at the Florida Third District Court of Appeal at their Florida Bar induction ceremony on October 2, 2019. Annasofia was selected to speak because she was one of the highest achievers on the July 2019 Florida Bar exam. Throughout her time at FIU Law, Annasofia was involved in multiple student organizations including Trial Team as President and and FIU Law Review as Executive Managing Editor. Annasofia was also the salutatorian of her class.

Congratulations Annasofia!



College of Law

11200 SW 8th Street, Rafael Diaz Balart Hall
Miami, FL 33199

FIU Coronavirus Updates

[Read the latest updates and information](#)



Yechiel Ephraim Baron '18, Invited to Speak at Florida Supreme Court Induction Ceremony

Oct 8, 2018 | Alumni News



Congratulations to FIU College of Law graduate, Yechiel Ephraim Baron'18, who was invited to speak at the Florida Supreme Court induction ceremony on Wednesday, October 3rd, 2018. Yechiel was selected because he was one of the highest achievers on the July 2018 Florida Bar exam. While at FIU Law, Yechiel was the president of the Jewish Law Student Association (JLSA). During the ceremony, Chief Justice Charles T. Canady administered the Oath to the new attorneys.

FIU Coronavirus Updates

[Read the latest updates and information](#)



FIU College of Law graduate, Ana E. Tovar Pigna, delivered the student address at the Third District Court of Appeal Swearing-In Ceremony

May 9, 2018 | Alumni News, Top Stories



FIU College of Law graduate, Ana E. Tovar Pigna, delivered the student address at the Third District Court of Appeal. Ana was selected because she was one of the highest achievers on the February 2018 Florida Bar exam. The FIU Law swearing-in ceremony (shown in photo) was conducted by Senior Judge and FIU Law faculty member Phyllis Kotey.

This is the fourth time in three years that an FIU Law student has been invited to speak at a court swearing-in ceremony.



College of Law

FIU Coronavirus Updates

[Read the latest updates and information](#)



FIU College of Law graduate, Kimberly de la Cruz, will deliver the student address at the Fourth District Court of Appeal swearing-in ceremony

Apr 24, 2018 | Alumni News, Top Stories



FIU College of Law graduate, Kimberly de la Cruz, will deliver the student address at the Fourth District Court of Appeal swearing-in ceremony at West Palm Beach, Florida on May 7th, 2018 at 11 a.m.. Kimberly was selected because she was one of the highest achievers on the February 2018 Florida Bar exam. The FIU Law swearing-in ceremony (as shown in photo) was conducted by Senior Judge and FIU Law faculty member, Phyllis Kotey.

This is the third time in three years that an FIU Law student has been invited to speak at a court swearing-in ceremony.



College of Law

FIU Coronavirus Updates

[Read the latest updates and information](#)



FIU Law Alumna Laura Maxwell '17, delivers student address at the Florida Supreme Court's swearing-in ceremony in Tallahassee, Florida

Oct 6, 2017 | Alumni News, Top Stories



FIU Law Alumna Laura Maxwell '17, delivered the student address at the Florida Supreme Court's swearing-in ceremony in Tallahassee, Florida on October 4th, 2017. Laura was selected because she was one of the highest achievers on the July 2017 Florida Bar exam.

This is the second time in three years that an FIU Law student has been invited to speak at the Supreme Court's ceremony.



College of Law

11200 SW 8th Street, Rafael Diaz Balart Hall
Miami, FL 33199



Office of Internal Audit

Audit of College of Law

Report No. 15/16-10

March 14, 2016

MEMORANDUM

DATE: March 14, 2016

TO: R. Alexander Acosta, Dean – College of Law

FROM: Allen Vann, Chief Audit Executive



SUBJECT: Audit of College of Law, Report No. 15/16-10

Pursuant to our approved annual plan, we have completed an audit of the College of Law (College). The primary objectives of the audit were to determine whether the established financial controls and procedures are: (a) adequate to provide reasonable assurance that significant errors or irregularities are prevented or detected in a timely manner; (b) being properly adhered to; and (c) in accordance with University policies and procedures and applicable laws and regulations.

The College with its approximate 50 full-time faculty members and 487 students was funded mainly through tuition and fees, state appropriations and university and investor contributions of \$22.5 million in fiscal year 2015. Expenditures, including fees retained by the University of \$4 million, totaled approximately \$23 million.

Overall, our audit disclosed that the College's established controls and procedures were generally satisfactory and effective. However, there were areas where internal controls need strengthening, particularly in the areas of: Human Resources; Travel and Credit Card & Other Expenditures; Student Fees; and Asset Management.

We would like to take this opportunity to express our appreciation for the cooperation and courtesies extended to us during this audit.

Attachment

C: Claudia Puig, Chair, FIU Board of Trustees

Gerald C. Grant Jr., Chair, FIU Board of Trustees Finance and Audit Committee

FIU Board of Trustees Finance & Audit Committee Members

Mark B. Rosenberg, University President

Kenneth G. Furton, Provost and Executive Vice President

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

Javier I. Marques, Chief of Staff, Office of the President

Kristina Raattama, General Counsel

TABLE OF CONTENTS

	<u>Page</u>
OBJECTIVES, SCOPE, AND METHODOLOGY	1
BACKGROUND	2
FINDINGS AND RECOMMENDATIONS	4
1. Payroll and Personnel Administration	5
a) Payroll Approval	5
b) Accrued Faculty Sick/Vacation Leave	5
c) Overload Payments	6
d) Employee Background Checks	6
2. Expenditures	8
a) Travel and Credit Card	8
b) Other	8
3. Student Fees & Other Revenues	10
4. Asset Management	12

OBJECTIVES, SCOPE, AND METHODOLOGY

Pursuant to our approved annual plan, we have completed an audit of the College of Law for the period from July 1, 2014 through June 30, 2015. The objectives of the audit were to determine whether revenue and expenditure streams were properly accounted for and were applied towards their intended educational purposes.

Established controls and procedures over the procurement of goods and services, including travel, property, student fees and other areas were tested to ensure that they were: (a) adequate enough to provide reasonable assurance that significant errors or irregularities are prevented or detected in a timely manner; and (b) are being properly adhered to. We also evaluated the College's compliance with relevant laws, rules and regulations and University policies and procedures. Sample size and transactions selected for testing were determined on a judgmental basis.

As part of our audit, we reviewed internal and external audit reports issued during the last three years to determine whether there were any prior recommendations related to the scope and objectives of this audit and whether management had effectively addressed prior audit concerns. There were no prior audit recommendations related to the scope of this audit requiring follow-up.

Our audit was conducted in accordance with *the International Standards for the Professional Practice of Internal Auditing*, and included tests of the accounting records and such other auditing procedures as we considered necessary under the circumstances. Audit fieldwork was conducted from July to December 2015.



BACKGROUND

The College of Law (College) has been fully-accredited by the American Bar Association (ABA) since 2006, only four years after its opening in 2002. The College prepares its students to become lawyers. FIU College of Law graduates have earned the top bar



passage rate in Florida. For the July 2015 bar examination the student's passage rate was 89%, placing FIU Law first among Florida's 11 law schools with a passage rate 20% higher than the statewide average. Of the 2014 graduates, 79% secured full-time jobs.

The College has about 50 full-time faculty members and also has various visiting professors who teach subjects within their areas of expertise. Currently, the College

has about 487 students, including both part-time and full-time. The student-faculty ratio is 10.7:1. Listed below are their many programs:

- Academic Excellence Program (AEP)
- Experiential Learning
- Intellectual Property Certificate
- International & Graduate Studies
- International Student Exchange
- Joint Degree
- Law Review
- Legal Externship
- Legal Skills and Values
- Pro Bono
- Study Abroad
- Trial Advocacy

The College's operations are funded mainly through Tuition and Fees (\$12,006,286) and State Appropriations, University or Investor Contributions (\$10,477,649), as reported in the College's filing to the ABA's financial information section for the year ended June 30, 2015.

Current FIU Law Tuition & Student Fee Rates:		
	In-State/Annual	Out-of-State/Annual
Day	\$ 21,407	\$ 35,650
Evening	14,501	24,150
Per Credit Hour	691	1,150
Student Annual Fees	399*	399*

**Not included in tuition.*

The College reported to the ABA expenditures for fiscal year 2015 totaling \$17,630,454, net of \$1,236,642 of other University expenditures. Foundation expenditures totaled \$749,681 and were not included in our testing.

We selected the following 11 accounts for testing:

Account	Expenditures
2600120003 – Faculty Programs Budget Account	\$ 6,413,675
2600120001 – Law Dean's Office	2,762,161
2650020001 – Law Library	2,059,680
2610020001 – Student Services	1,154,992
2600120008 – Center for Ethics & Professionalism	1,007,202
2600100005 – Law Scholarship Fund	870,251
2600130008 – Legal Studies Institute	712,127
2610040025 – Test Preparation Fee – Bar Preparation	303,659
2600120004 – Information Technology Law	265,085
2600120002 – Law School Summer Account	255,211
2600140003 – Tech Fee: Law e-Classrooms Upgrade	168,732
Total	\$ 15,972,775

FINDINGS AND RECOMMENDATIONS

Our audit disclosed that the College's controls and procedures were generally satisfactory and effective in ensuring that procedures over the procurement of goods and services, including travel, property, student fees, and other areas are being properly adhered to. Nevertheless, there were areas where internal controls need strengthening, particularly in the areas of: Human Resources; Travel and Credit Card Expenditures & Other Expenditures; Student Fees; and Asset Management.

Our overall evaluation of internal controls is summarized in the following table.

INTERNAL CONTROLS RATING			
CRITERIA	SATISFACTORY	FAIR	INADEQUATE
Process Controls	X		
Policy & Procedures Compliance		X	
Effect	X		
Information Risk	X		
External Risk	X		
INTERNAL CONTROLS LEGEND			
CRITERIA	SATISFACTORY	FAIR	INADEQUATE
Process Controls	Effective	Opportunities exist to improve effectiveness	Do not exist or are not reliable
Policy & Procedures Compliance	Non-compliance issues are minor	Some instances of non-compliance may be evident	Non-compliance issues are pervasive, significant, or have severe consequences
Effect	Not likely to impact operations or program outcomes	Impact on outcomes contained	Negative impact on outcomes
Information Risk	Information systems are reliable	Data systems are mostly accurate but need to be improved	Systems produce incomplete or inaccurate data which may cause inappropriate financial and operational decisions
External Risk	None or low	Moderate	High

The areas where internal controls need improvement are detailed below.

1. Payroll and Personnel Administration

For the fiscal year 2014-15, payroll expenditures were \$11.5 million. We reviewed processes for payroll approval, accrued faculty sick/vacation leave, and overload compensation.

a) Payroll Approval

The University's payroll guidelines require managers/proxies to have first-hand knowledge of the employee's work and/or leave hours or obtain written confirmation from the employee's supervisor of the hours being reported prior to approving the payroll. In this regard, the College's payroll approval process, for the most part, adhered to the University's guidelines.

We reviewed time and attendance records from July 1, 2014 through June 30, 2015, which included 14,374 entries. The majority of the entries were approved by appropriate level supervisors. Over 97% were approved by staff who had knowledge of the employees' hours. Human Resources approved a relatively small number of the entries. The table below illustrates the number and percentage of payroll transactions by approver type:

Approver	Total Transactions	Percentage of Total Transactions
Supervisor	8,588	59.7%
Non-supervisor with direct knowledge	5,413	37.7%
Human Resources	373	2.6%
Totals	14,374	100.0%

b) Accrued Faculty Sick/Vacation Leave

During a previous audit at the College in 2009, we reported that faculty members were not properly reporting their leave time, so we examined the hours of leave reported by selected faculty members.

According to 2011-2014 *Collective Bargaining Agreement between The Florida International University Board of Trustees and The United Faculty of Florida*:

Accrual of Annual Leave: Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month.

Accrual of Sick Leave: A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

We obtained a list of all faculty members at the College to determine whether sick/annual leave was being taken during the audit period. Our list consisted of 56 faculty members: 24 12-month and 32 9-month. The value of the total sick and annual accrued time for those faculty members as of July 3, 2015, except for 4 faculty members who had separated from the University during the audit period, was \$1,934,531 and \$277,701, respectively.

Our testing revealed the following:

- Of the 24 12-month faculty, 7 had no sick leave recorded, while 4 had no annual leave.
- However, of the 32 9-month faculty, none had any sick leave recorded. This may suggest that 9-month faculty are still neglecting to report sick leave.

c) Overload Payments

According to University Policy No. 1710.110, *Dual Employment and Compensation*, "All employees may be approved for secondary employment which constitutes dual employment provided such employment does not interfere with the regular work of the employee, does not result in any conflict of interest between the two activities.... Approval must be requested and granted by Human Resources prior to commencement of the secondary employment."

We sampled 6 secondary employment contracts totaling \$91,000. Our review disclosed that, for the most part, secondary employment did not interfere with the regular work of the employees and did not result in any conflict of interest between the two activities. Also, our sampled contracts were signed by the employee's immediate and secondary supervisor, respectively. However, the overload assignment process needs to be improved as three of the six contracts were approved after the overload course starting date, ranging from 20 to 38 days after the starting date.

d) Employee Background Checks

According to University Policy No. 1710.257, *Pre-Employment Requirements*, more in-depth criminal history checks including fingerprinting, through the Florida Department of Law Enforcement are required for new employees (or employees recently promoted) who are handling cash or managing cash transactions and all financial services positions.

During our testing, we observed that criminal background checks were not on file for the five employees who received and/or handled collections at the College. We found that two of the five employees were properly fingerprinted, even though 2 and 5 years,

respectively, after their hire date. These two files were maintained in Human Resources' (HR) current system, *Truescreen*. HR informed us that it does not have access to the old system, *HireRight*, in which previous criminal background checks information would be stored for these employees. Thus, we found no evidence that these employees had undergone the necessary criminal background checks or fingerprinting. Lastly, a criminal background check was not conducted for an employee that was hired on 8/21/1998. Even though the current policy was implemented subsequent to their hire date, the University had security background policies dating back to 1990 and 1992.

Recommendations

The College of Law should ensure that:	
1.1	Faculty sick leave is properly reported when taken.
1.2	Overload payment contracts are approved before the secondary assignment start date.
1.3	Criminal background checks and fingerprinting are obtained for all employees in positions requiring them.

Management Response/Action Plan:

- 1.1 An enhanced process for monitoring faculty sick leave will be implemented. The Associate Dean of Academic Affairs will be tasked with monitoring faculty sick leave on behalf of the Dean, as he is most aware of faculty class schedules and cancellations. The Associate Dean of Academic Affairs will inform the HR Liaisons via email on a biweekly basis, the names of the faculty who should be reporting sick leave for that pay period, along with the total sick hours that should be reported. The HR Liaisons will then ensure that these match the payroll system when closing the pay cycle.

Implementation date: Immediately

- 1.2 The Dean and the Associate Dean of Academic Affairs will request the HR Liaisons to process the overloads payment contracts with sufficient time in advance so that that the overload payment contracts are approved **"before"** the secondary assignment start date.

Implementation date: Immediately

- 1.3 Since Human Resources does not have the back-up information from the old system *HireRight*, the College will perform criminal background checks for the employees with the new system *Truescreen* so that there is a record.

Implementation date: April 30, 2016

2. Expenditures

a) Travel and Credit Card

According to Florida Statute Section 112.061(3)(a): “All travel must be authorized and approved by the head of the agency, or his or her designated representative, from whose funds the traveler is paid. . . .” Also, University Travel Expense Policy No. 1110.060 requires staff: “. . . not to make commitments to travel or to incur travel expenses without first obtaining the appropriate approval.” Using a Travel Authorization (TA) benefits the College by encumbering funds resulting in better budgetary control over its funds.

In order to ensure that travel and credit card expenditures were in accordance with University policies, we tested a sample of 47 transactions relating to travel, totaling \$40,547, out of a total of \$404,454 (or 10%), and tested a sample of 16 transactions relating to credit card expenditures, totaling \$52,593, out of a total of \$409,165 (or 13%). Our examination found that all 63 transactions were properly processed, with the exception of the following classification errors:

- Four transactions, totaling \$3,168, were classified as In-state expenses, but were incurred outside of Florida. We understand this may have been a system error.
- One transaction, totaling \$5,348, was incorrectly classified as computer equipment under \$5,000, rather than as computer property over \$5,000.
- One transaction, totaling \$618, related to office supplies was incorrectly classified as professional services.
- One transaction, totaling \$5,000, for the purchase of U.S News database subscription was incorrectly charged to the Other Advertising account.

b) Other

As part of our audit, we examined a list of Other Expenditures, totaling \$4,057,353, of which we tested a sample of 14 transactions, totaling \$2,557,523 (or 63%). Our examination resulted in the following control deficiencies:

- Four scholarship transfers, totaling \$1,167,371, were entered into the system and reviewed and approved by the same person. All four transfers were determined to be proper.
- There was a transfer performed by an employee, totaling \$200,470, which had no written approval.
- One transaction, totaling \$130,922, was charged to Lab Supplies-Chemicals account, rather than to Professional Services.

Recommendations

The College of Law should:	
2.1	Ensure that transactions are properly classified and charged to the correct accounts.
2.2	Segregate the duties of entering and approving transactions in PantherSoft, and ensure all transactions are properly approved.

Management Response/Action Plan:

- 2.1 A meeting will be held with all College of Law Purchasers reminding them the importance of selecting the correct expense accounts for classifying transactions. Additional scrutiny will be used by the finance team to enforce this.

Implementation date: April 30, 2016

- 2.2 Written documentation will be kept to enhance segregation of duties for the scholarship awards and cash transfers.

Implementation date: Immediately

3. Student Fees & Other Revenues

The fees charged students, and their respective expenditures are accounted for as auxiliary operations. The University's Auxiliary Enterprises Operating Guidelines states that, "The funds generated by for credit academic activities are restricted in that fees charged should approximate costs with reserves generally allowed for working capital needs and future capital outlays."

During the audit period, we examined the following types of revenues earned by the College of Law:

- Test Preparation Fees - \$328,950. We reviewed the supporting documentation related to the 129 Test Prep Fees of \$2,550 each to determine whether the fee was assessed at cost. Our testing results found the Test Preparation Fees being properly charged at cost.
- College of Law Student Bar Association - \$60,000. Consists of a \$60,000 transfer from the University. We noted that the account had a deficit of \$7,381 during the year but ended the year with a surplus fund balance of \$6,704.
- LSAT Prep Course - \$56,616. We analyzed the supporting documentation for the expenses related to the LSAT Prep Course to determine if the fee was assessed at cost. Based on our own analyses, the LSAT Prep Course was being properly charged at cost.
- Orientation Fee - \$25,350. Per Board of Governors Regulation 7.003, each university board of trustees is authorized to assess an orientation fee of up to \$35. However, the fee charged, \$150, was much higher than the \$35 orientation fee limit set by the BOG under Regulation 7.003. We were informed that the orientation fee also includes funds allocated to fund food expenditures for orientation events throughout the year.
- Student Deposit - \$22,600. The total consists of \$200 admission deposits (as set by the BOG under Regulation 7.003) paid at the time of application and eventually forfeited by students who did not enroll. These funds are to be used to expand financial assistance, scholarships, student academic and career counseling services, and admission services at the University. The account ended the year with a surplus of \$12,186.
- Summer Public Interest Fellowship - \$10,082. The total consists of monies collected through the sale of items donated to the College for a live auction event. Related expenses amounted to \$13,500. However, the auction proceeds were not transferred to the University Foundation as required. Per Foundation staff: "[The] Foundation would have been the proper entity to deposit the funds to ensure that we could disburse the funds for the purpose that was disclosed." The funds instead remained in the auxiliary account from which they were disbursed.

- Student Services Graduation - \$24,972. The amount is mostly composed of the sale of 1,341 graduation tickets at \$5 each, plus a \$17,559 transfer to cover the beginning fund balance deficit. We noted that the account ended the year with a deficit of \$9,924.
- Black Student Organization - \$2,333. We noted that the account consisted entirely of a University transfer to cover the beginning fund balance deficit. The account ended with a \$0 fund balance.

Recommendations

The College of Law should:	
3.1	Re-evaluate whether fees charged are in compliance with BOG regulations and University Auxiliary Enterprise Operating Guidelines.
3.2	Ensure that future sales proceeds from donations to the College are deposited within the Foundation.

Management Response/Action Plan:

- 3.1 Review currently being held with auditors and auxiliary enterprises to ensure this.

Implementation date: July 1, 2016

- 3.2 Ensure that donations from the Public Interest Fellowship auction are deposited into Foundation.

Implementation date: Immediately

4. Asset Management

The College had 18 capital assets (cost of \$5,000 or greater) listed on the University's Property Master List as of August 2015 with an associated cost of \$189,702. All 18 capital assets were accounted for during the University's annual physical inventory in October 2015.

In addition to capital assets, the University's Property Control Manual defines attractive property as "...University property costing less than the threshold amount of \$5,000, but which are particularly vulnerable to theft and misuse." The Property Control Manual recognizes that "Attractive" property items may vary from department to department. The manual offers such things as laptops, iPads, or video recorders as examples. In evaluating "attractiveness" in the context of their own environment the factors they are asked to consider include the security of the property location, the size and portability of the item, and its potential resale value if stolen. Attractive items are to be marked as University property and catalogued by the user department. Special property tags are available upon request from Asset Management.

During the audit, we noted that maintaining and tracking attractive property was the responsibility of the College's Information Technology (IT) department. We noted that the College's IT department was tracking 611 attractive property items. However, our testing reflected that the list was not up-to-date and included items that may otherwise not be considered attractive property items:

- A large number of computers and printers were found to be in storage and on the attractive property list, even though they served no useful purpose other than for spare parts.



- We located and verified 15 of the 21 items in the sample, including 4 of which were located in a different location than assigned in the attractive property list.
- One item was returned to the vendor, but not updated on the attractive property list.

- Of the 5 items not located, 1 was assigned to a faculty member but no Off-Campus form was found, even though College procedures require one to be completed.

Recommendations

The College of Law should:	
4.1	Evaluate the items currently in storage and determine which should be included in the attractive property list and which items should be surplus.
4.2	Ensure that the attractive property list is up-to-date.

Management Response/Action Plan:

- 4.1 The College of Law IT department is now under new management, being supervised directly by UTS. Items in storage will be reviewed accordingly.

Implementation date: July 1, 2016

- 4.2 The College of Law IT department is now under new management, being supervised directly by UTS. Once items in storage are reviewed, attractive property list will be updated accordingly and updated as needed.

Implementation date: July 1, 2016

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

Finance and Facilities Committee

March 3, 2022

Subject: Approval of Contract #PUR-04918 with Amazon.com Services LLC.

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

Background Information

Arizona State University Cooperative Contract CC MISC 00260097 2020 TR was competitively awarded as a result of RFP No. 342003 B2B Marketplace Platform solicited by Arizona State University. FIU is entering into a Participating Addendum as an eligible organization and a Technology Platform Fee Agreement to purchase online goods from Amazon through myFIUmarket.

- **Term:** 3.5-year agreement (1/1/2022 – 6/30/2025)
 - **Estimated Cost:** \$7,500,000.00
 - **Funding source:** Various
-

Supporting Documentation: Contract #PUR-04918 Participating Addendum
 State University System of Florida Technology Platform Fee Agreement
 Funding Certification Form

Facilitator/Presenter: Aime Martinez

**Participating Addendum
(Eligible Organization)**

This Participating Addendum (this “**Agreement**”) is made and entered into as of the later date of signature below (the “**Effective Date**”), between Florida International University ^{Board of} (“**Eligible Organization**” or “**you**”) and Amazon.com Services LLC (“**Amazon**”).

Arizona State University (“**ASU**”) issued a request for proposals for a “B2B Marketplace Platform (RFP No. 342003).” On October 18, 2019, ASU publicly posted the solicitation online through Arizona State University SunRISE Supplier Portal for 28 days from October 18, 2019 to November 15, 2019. As a result of the solicitation process, Arizona State University entered into a contract with Amazon on March 6, 2020.

AGREEMENT

Scope of Work: Per ASU Cooperative Contract between ASU and Amazon (RFP No. 342003) (the “**ASU Contract**”).

Incorporation: This Agreement shall fully incorporate the terms of the ASU Contract.

Terms and Conditions/Applicable Law: You may purchase products on the same terms, conditions, and pricing as ASU, subject to any applicable local purchasing ordinances and the laws of the State of purchase.

Administrative Fee: Amazon will not pay you an administrative fee or other benefit in connection with this Agreement.

IN WITNESS WHEREOF, this Contract is executed as of the later date of signature below by Eligible Organization and Amazon acting by and through their authorized officers.

Amazon.com Services LLC

Florida International University Board of

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____


Approved as to
form and legality
F.I.U. Attorney

Date:

State University System of Florida Technology Platform Fee Agreement

This Technology Platform Fee Agreement (this “**Agreement**”) is made and entered into by and between The Florida International University Board of Trustees (“**Eligible University**” or “**you**”) and Amazon.com Services LLC (“**Amazon**”). This Agreement will take effect on the date of the last signature affixed hereto (the “**Effective Date**”).

WHEREAS, Arizona State University (“**ASU**”) issued a request for proposals for a “B2B Marketplace Platform” (RFP No. 342003);

WHEREAS, as a result of the solicitation process, ASU entered into the ASU Cooperative Contract with Amazon on March 6, 2020 (the “**ASU Contract**”);

WHEREAS, unless you are a Named Participant under the ASU Contract who entered into a Named Participant Participating Addendum to the ASU Contract, you joined the ASU Contract by entering into an Eligible Organization Participating Addendum to the ASU Contract on [____];

WHEREAS, the parties wish to enter into this Agreement to set forth terms and conditions that govern Amazon’s payment to you of a technology platform fee, as further described below;

AND WHEREAS, the terms and conditions of this Agreement shall be available for utilization between Amazon and the universities that comprise the State University System of Florida (“**SUSF**”) utilizing a technology platform described below. Each such university will enter into separate agreements with the Amazon should they want to utilize the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation:** The ASU Contract, including the applicable Participating Addendum, is incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
2. **Technology Platform:** You shall operate and maintain a technology platform in a commercially reasonable manner that integrates with the features, services, and functionality of Amazon Business.
3. **Technology Platform Fee:** Notwithstanding anything to the contrary in the ASU Contract or the applicable Participating Addendum, Amazon agrees to pay to you a one percent (1%) technology platform fee (“**Fee**”) for all orders placed on Amazon Business through your technology platform (“**Eligible Purchases**”). The Fee is based upon the value of the services rendered to Amazon by transactions processed through your technology platform. The Fee shall be calculated as one percent (1%) of the dollar value of Eligible Purchases. Eligible Purchases shall exclude gift cards, discounts, rebates, or other credits for purposes of the calculation of the Fee. Amazon shall also

Date:

subtract from the calculation of the Fee the dollar amount of Eligible Purchases that are returned for a full or partial refund; the cost of any shipping and handling charges; gift-wrapping fees; service charges; credit card processing fees; bad debt (which shall be reconciled no later than 180 days from the date on which a Purchaser is invoiced); and any applicable taxes. To the extent that returns or refunds cross payment periods, Amazon will adjust the Fee accordingly.

The Fee shall only apply to Eligible Purchases made on the Amazon Business U.S. online store using the Customer Account ID listed in the Eligible University's signature block below. Only Eligible Purchases made through this designated account shall count toward the Eligible University's total expenditures subject to the Fee. The parties shall cooperate with each other to perform such further acts, matters or things as reasonably necessary to designate such accounts for accrual of the Fee. Calculation of the Fee shall not be separable by Eligible Purchase, account groups or otherwise per account. For the avoidance of doubt, Eligible University's Amazon Business account, and all Eligible Purchases made thereunder, may not be used in connection with or contribute in any way to any other cooperative agreements or similar arrangements.

In addition, unless Eligible University is a Named Participant under the ASU Contract that is eligible for the Named Participant Benefit (as defined therein), Eligible University is not eligible for any other payment beyond the Fee. Notwithstanding anything to the contrary in the ASU Contract or the applicable Participating Addendum, Eligible University agrees that for purposes of the Named Beneficiary Benefit, its total expenditures will not aggregate with the expenditures of other universities that comprise SUSF and who may execute this Agreement.

The Fee will begin upon the initiation of the electronic order entry via Eligible University's technology platform following the Effective Date. Each Fee period will begin on the first day of each calendar quarter and end on the last day of the calendar quarter. The Fee will terminate immediately if Amazon no longer has need to use Eligible University's technology platform to process transactions.

4. **Sales Report:** Amazon shall provide a quarterly report ("**Report**") that documents the total dollar value of Eligible Purchases from which the Fee was calculated according to the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Report shall report only the total dollar value of Eligible Purchases at the Amazon Business account level for the Eligible University and not at the group level (if any). The Report will be in the following format and provided to Eligible University electronically:

University Name	City	State	Revenue (\$)	Fee (\$)
-----------------	------	-------	--------------	----------

--	--	--	--	--

The Report shall be sent to Eligible University at:

Contact: [____]
 Phone #: [____]
 E-mail address: [____]

Eligible University will validate the Report upon receipt. Questions regarding the Report, if any, will be sent to the Amazon's Contracts Manager at:

Contact: Tom Wilson
 Phone #: 510.207.6416
 E-mail address: tthowl@amazon.com

After Eligible University receives the Report, it will send Amazon an invoice for the total quarterly Fee owed to Eligible University. Amazon will provide a Purchase Order number and other applicable payment information along with the Report in order for Eligible University to submit invoice to the Amazon. Amazon will pay the quarterly Fee within 60 days (NET 60) from receipt of a properly submitted and accurate invoice. Amazon will pay the Fee quarterly in the form EFT. EFT payment will be made to the account provided by Eligible University in Amazon Payee Central. Following execution of this Agreement, Amazon will provide the invitation for Eligible University to access Amazon Payee Central and provide its account information in order to receive payments.

5. **Termination:** In addition to the termination right provided in Section 3 above, notwithstanding anything to the contrary in the ASU Contract, either party may terminate this Agreement at any time upon thirty (30) days' advanced written notice to the other party.
6. **Indemnification.** Both parties agree to indemnify and defend the other party, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses of any kind or nature, arising from or relating to, any actual or alleged breach of any of either party's representations, warranties, or covenants in this Agreement. Such indemnification shall be limited to, at the time of any indemnification claim, the dollar amount of Fees paid to Eligible University by Amazon in the most recent six (6) month period of this Agreement.

INSTITUTION is not authorized to enter into an agreement containing provisions whereby INSTITUTION agrees to defend, indemnify, or hold harmless Supplier, or any other parties, and all such clauses are null and void. The parties agree that INSTITUTION is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements and that any clause or term of the Agreement requiring INSTITUTION to indemnify the other party is hereby declared null and void and of no force and effect. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to the Agreement, each party hereto agrees to be fully responsible for damages

for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

7. **Generally.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes any and all other agreements between the parties with respect to the subject matter hereto, and may be modified only by a written instrument duly executed by each party. In the event of any conflict between the provisions of this Agreement and the ASU Contract, the provisions of this Agreement shall prevail. By signing below, the parties agree to be bound by the terms and conditions of this Agreement as of the Effective Date. This Agreement may be validly executed by duly authorized representatives of the parties by facsimile, electronic signature or digitally scanned signature and in counterparts, each of which together will constitute one and the same instrument.

The Florida International University Board of Trustees **AMAZON.COM SERVICES LLC**

CUSTOMER ACCOUNT ID:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to
form and legality
F.I.U. Attorney



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: B2B Marketplace Platform by Amazon.com Services LLC

Funding Source(s):

Fund Code	Fund Code Description
210	General Revenue
211	Carry Forward
215	E&G Cost Share
240	E&G Medical School
241	COM - Carry Forward
331	Auxiliary Enterprises
333	Housing Fund
334	Parking Fund
335	Continuing Education
350	Research Service Centers
411	Athletics
451	Student Government (A&S)
452	A&S Support
461	Concession Fund
491	Agency Fund
501	Other Unrestricted Fund
601	College of Medicine
602	Other Restricted Fund
604	Transfers from Component Units
641	CstShr/Internal/Interest Lvl4
652	Sponsored Research Overhead
653	DoR Research Level 1 Rev 0
654	DoR Research Rev 0 Unrestrict
655	DoR Research BudP Unrestrict
660	Federal Level 3
661	Federal Level 4
663	State Level 4

Date:

664	Other Level 3
665	Other 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.

<p>DocuSigned by:  758028E595CF4EC</p> <p>Alexandra Mirabal, Interim Associate Vice President & University Controller</p>	<p>2/3/2022</p> <p>_____</p> <p>Date</p>
<p>DocuSigned by:  055989D7363440F</p> <p>Aime Martinez, Interim Chief Financial Officer and Vice President for Finance and Administration</p>	<p>2/11/2022</p> <p>_____</p> <p>Date</p>
<p>DocuSigned by:  7E5CB9E9E1654F6</p> <p>Carlos B. Castillo, General Counsel</p>	<p>2/11/2022</p> <p>_____</p> <p>Date</p>
<p> Kenneth A. Jessell, Interim President</p>	<p>2-18-2022</p> <p>_____</p> <p>Date</p>

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee

March 3, 2022

Subject: Amendment to Signature Authority -Authorization to Sign Checks for the University

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees adopt the following resolution:

BE IT RESOLVED THAT, the following officers and employees of the University are authorized to sign checks to pay legal obligations of the University from any and all designated University depositories:

Kenneth A. Jessell, Interim President
Aime Martinez, Interim Chief Financial Officer and Vice President for Finance and Administration

Background Information:

The University has depositories at banking institutions at which University funds are deposited and the University pays its legal obligations from said depositories. Accordingly, the University Board of Trustees (the “BOT”) must state with particularity the legal name and title of University employees who are authorized to sign checks to pay such legal obligations.

As of January 21, 2022, Kenneth A. Jessell was appointed President, on an interim basis, and will retain his signature authority, originally approved by the Board of Trustees on September 8, 2009.

Ms. Aime Martinez was appointed Interim Chief Financial Officer and Vice President for Finance and Administration, on an interim basis, effective January 21, 2022.

By this action, the BOT is updating its official records to retain Dr. Jessell and add Ms. Martinez as authorized check signatories, as set forth above.

Supporting Documentation: None

Facilitator/Presenter: Aime Martinez

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee

March 3, 2022

Subject: Approval to Issue Change Orders for Purchase Orders greater than or equal to \$1,000,000 and less than \$3,000,000: PO: 0000234830 Equinix Inc.

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 issuing a change order to the purchase order and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract.

Background Information:

A Sole Source Request for Equinix Inc. was fully approved in February 2019 for \$1,000,000. A new Sole Source Request has been submitted to the Interim President for approval. Florida International University Board of Trustees (BOT) approval is needed to issue a Purchase Order for an additional expense of \$1,977,480 for Equinix Inc. for services from 2022 to 2026.

Equinix Inc. is the operator of the NAP of the Americas datacenter facility (NAP), located in Downtown Miami, FL and the MI3 datacenter facility in Boca Raton, FL. FIU CIARA operates the AMPATH International Exchange Point as a major research instrument under the auspices of the National Science Foundation (NSF) and international, state, and regional research and education networks (RENs). The colocation between these facilities allows RENs from Latin America and the Caribbean (connectors) to connect to domestic RENs in the U.S. such as Internet2. AMPATH has been located within the NAP facility for twenty years and with funding from the 2015-2022 National Science Foundation (NSF) IRNC SDX project, expanded to the MI3 facility.

The NAP and MI3 facilities have over 160 global telecommunications carriers with access to all major Internet Tier 1 service providers. The respective locations of the facilities are critical for the access to the undersea and terrestrial fiber optic facilities that allow RENs to connect to AMPATH.

The connectors to AMPATH have established Memorandum of Understanding agreements with FIU CIARA to provide contract funds to maintain and operate AMPATH. The NSF has continued providing support to improve and expand AMPATH infrastructure and capabilities at its current location.

For these reasons, the continued services with Equinix should be considered a sole source as the facilities are unique in their capabilities and location in providing the services and connections for AMPATH to maintain its operations between domestic and foreign RENs.

FIU and Equinix have a signed Master Country Agreement and Global Terms and Conditions that allow FIU to continue utilizing the services at the NAP and MI3. Individual colocation and network

services are determined by Service Orders signed by FIU’s Assistant VP Technology Augmented Research and submitted to Equinix.

- **Term:** January 2022 to December 2026
- **Cost:** \$1,977,480.00 (Estimated annual costs: 2022: \$329,580.00; 2023: \$362,538.00; 2024: \$395,496.00; 2025: \$428,454.00; 2026: \$461,412.00)
- **Funding source:** Activity # 1443010001, Project ID: 800012938 and 800012939

Supporting Documentation:	Sole Source for Equinix Inc. 2022
	Sole Source for Equinix Inc., Approved 2019
	Equinix Inc. Master Country Agreement and Global Terms and Conditions
	Funding Certification Form

Facilitator / Presenter:	Aime Martinez
---------------------------------	---------------

Florida International University SOLE SOURCE REQUEST

Authority is requested to purchase commodities/services in an amount in excess of \$10,000 which would otherwise require a competitive process. Be sure to consider other purchasing exemptions which may be available before Sole Source as the requirements for a Sole Source purchase are high. Exemptions are not allowed for sponsored activities and FIU most follow the Uniform Guidance, 2CFR, 200 for these transactions. Sole Source means that the commodities/services are unique and that the vendor is the **only one** who can provide the commodities/services and adequate number of quotes cannot be obtained. Best price alone cannot be used for sole source. If the commodities/services are available from more than one source of supply, best price must be determined through the competitive process. The final determination that a sole source purchase is justifiable is based on the information provided. If this request is not approved, normal competitive process will be necessary. Please contact Procurement Services for procurement options. If a contract is required please follow the appropriate contract process.

The questions below have been designed to assist faculty and staff in providing necessary information to make a determination. **Complete specifications, quote (including warranty, installation and shipping/handling charges) and if only one vendor can provide the item, a letter from the manufacturer stating the vendor is the only authorized distributor for this purchase must accompany this form.**

Estimated Yearly Expense:
 2022: \$329,580.00,
 2023: \$362,538.00,
 2024: \$395,496.00,
 2025: \$428,454.00,
 2026: \$461,412.00

Date: 1-26-22 Requestor's Name: Julio Ibarra Requestor's Panther ID: 1644934
 Dept. ID : 144300000 Dept. Name: CIARA Requisition Number: PO: 234830
 Total Purchase Amount (Include all anticipated future costs) \$ \$1,977,480.00
 Vendor Name and Contact Information: Equinix Inc.
 Commodity/Service Description and Use: Colocation and Network/Exchange Services

1) List unique features of the stated specification that restrict the requisition to only one vendor and explain why these unique features are needed for the accomplishment of your work:

Please see attachment.

2) Prior to submitting this Sole Source Request, you must investigate other possible sources. Please state what action was taken: N/A

If no action was taken to investigate other possible sources, you must provide an explanation why no further investigation was conducted: Please see attachment.

If available, did you obtain quotes from another sources? Yes ☒ No ☐ If yes, attach copies.

3) List any company other than your suggested source who supplies an item with similar functions and the reasons competing commodities/services are not satisfactory:

Not applicable

4) Will the item be used with existing equipment? ☒ Yes ☐ No

Give Brand & Model number of existing equipment and why the new product is the only one that will work properly with it:

Please see attachment.

Is it a repair/replacement part? ☐ Yes ☒ No

Is it a component to be interfaced with the existing equipment? ☒ Yes ☐ No

5) Is this product being purchased directly from the manufacturer? ☐ Yes ☒ No

If No, is it available from more than one dealer? ☐ Yes ☒ No

If Yes and it is available from more than one dealer, why can this item not be bid?

Not applicable. See attached.

If the manufacturer states their goods and/or services are a sole source and only they can provide the item, a letter from the manufacturer must be provided and you must show what steps you took to confirm this sole source. Not applicable. See attached.

6.) Is the need for the commodities/services related to a research project? ☒ Yes ☐ No. If this is a sub-recipient transaction then it is exempt and a Sole Source Request is not needed.

7.) Has the vendor been awarded a competitive solicitation for this commodities/service that FIU could utilize? ☐ Yes ☒ No

If yes, provide the name of awarding entity, the contact person and phone number.

8.) Give any additional information you feel may aid in processing this Sole Source Request.

Please see attached.

I /We the undersigned, certify that the above to be true and correct to the best of my/our knowledge and belief and the user and /or undersigned does not have a conflict of interest in the above named vendor.

Departmental Approval	Procurement Approval	President or Designee Approval
<p>I hereby certify the validity of the information and feel confident the Sole Source Request will meet University criteria and would withstand any audit or vendor protest.</p> <p>DocuSigned by: <u>Julio E. Ibarra</u> FISCAL ASSISTANT DocuSigned by: <u>Robert Grillo</u> FISCAL ASSISTANT</p>	<p>This has been researched and recommending approval as a non-competitive purchase. Procurement Professional approves between \$10,000 and \$29,999.</p> <p>DocuSigned by: <u>[Signature]</u> Procurement Agent</p>	<p>CFO or Provost approves between \$75,000 and \$99,999.</p> <p>DocuSigned by: <u>Aime Mastaney</u> CFO or Provost</p>
<p>I certify the funds are available.</p> <p>Business Unit Approver Phone #: _____</p>	<p>Executive Director Procurement Services approves between \$30,000 and \$74,999.</p> <p>DocuSigned by: <u>Kelly Mayorga</u> Executive Director of Procurement Services</p>	<p>President approves over \$100,000.</p> <p><u>[Signature]</u> President</p>

This certification will become a public document, open to public inspection, therefore, you should be certain that all material facts are true, relevant, and clearly understandable.

Sole Source Request Form – Vendor: Equinix continued...

1) List unique features of the stated specification that restrict the requisition to only one vendor and explain why these unique features are needed for the accomplishment of your work:

Equinix Inc. is the owning company of the NAP of the Americas (NAP) facility in downtown Miami, FL – the largest telecommunications facility in S. Florida, and one of the largest and most connected data centers in the world. Equinix Inc. is also the owning company of the MI3 telecommunications facility in Boca Raton, FL. The FIU Center for Internet Augmented Research and Assessment (CIARA) operates the AMPATH International Exchange Point as a major research instrument under the auspices of the National Science Foundation (NSF) and international, national, state, and regional research and education networks (RENs). AMPATH's colocation between both facilities allows RENs from Latin America and the Caribbean to connect to Internet2 and other U.S. national research and education networks. AMPATH has been located in the NAP of the Americas facility for twenty years. The NAP is the only facility positioned to offer the AMPATH project the proximity to other world class carriers, required to serve its mission as a premiere international exchange point for the Americas with service level agreements that cover 24x7x365, and five 9s of reliability. The AMPATH Network Operations Center, network engineering staff and principal investigators routinely survey other options and remain confident that that Equinix Inc is the sole qualified vendor. The MI3 facility is also being utilized for colocation purposes and was added to the services at the NAP in 2018 with the NSF sponsored IRNC: AtlanticWave SDX project. This addition has expanded the network capability for AMPATH.

The facilities have more than 160 global telecommunications carriers with access to all major Internet Tier 1 service providers for access to comprehensive routing table access and multihoming capabilities to the commercial internet. The location of the NAP and MI3 locations are critical for the access to the undersea and terrestrial fiber optic facilities. Numerous telecommunications carrier facilities, fiber loops, international cable landings and multiple power grids converge within the NAP and MI3, providing resources and services for the AMPATH project. Power provided at the facilities is highly reliable with robust redundancies in place. Power and environmental control systems remain constant and reliable even when operators are performing maintenance without impacting the AMPATH project. Security provided at the NAP for AMPATH is extremely important. The NAP has a centrally-located Command Center manned by security 24x7x365. Security personnel monitor all security cameras, guard building entrance and exit access points, and control key card access to the elevators, floors and roof areas.

With all these items considered, Equinix is the sole source provider within a geography FIU is able to utilize.

2) Prior to submitting this Sole Source Request, you must investigate other possible sources. Please state what action was taken. If no action was taken to investigate other possible sources, you must provide an explanation why no further investigation was conducted:

For this request, no other possible sources were investigated as the AMPATH international exchange point infrastructure is installed and operated at these two facilities. The facilities offer capabilities that meet the needs of AMPATH that no other facility can provide based on function and location. If another vendor would be able to provide the same level of services, establishing a presence at the new location would involve the decommissioning, transport, installation, testing, and start up of AMPATH network infrastructure equipment that would prove to not be cost effective and would require the cancelation and resubmission of existing MoUs with currently connected RENs as a location change would require updated specifications to each individual connector's contract. The relocation would also cause interruption to the research and education links between US and foreign RENs.

3) List any company other than your suggested source who supplies an item with similar functions and the reasons competing commodities/services are not satisfactory:

Not applicable

4) Will the item be used with existing equipment?

Give Brand & Model number of existing equipment and why the new product is the only one that will work properly with it:

The AMPATH International Exchange Point is currently located in the NAP in downtown Miami FL where the facilities services are operational with the network expansion of AmLight at MI3 in Boca Raton, FL. All existing equipment for AMPATH is owned and operated by FIU/CIARA. All Equinix Inc. equipment, environmental controls, etc. are owned and operated by Equinix.

5) Is this product being purchased directly from the manufacturer? Yes No If No, is it available from more than one dealer?

No, however, this question is not applicable. Equinix Inc is a facilities and service provider in which individual tenants supervise their own product selections and interoperability. Equinix Inc. does provide a meet me room at the NAP of the Americas where all occupants can peer and exchange internet traffic.

The services rendered at the NAP and MI3 for colocation, power and networking and exchange services are provided by the facility owner, which is currently Equinix Inc.

6) Is the need for the commodities/services related to a research project?

Yes, the AMPATH International Exchange Point for Research & Education networks is supported by grants from the National Science Foundation as well as an international consortium of members from Latin America and the Caribbean.

FIU was awarded two additional IRNC projects by the NSF that were budgeted to support AMPATH expenses at the NAP of the Americas and MI3 facilities. The total amount supported by the projects amounts to:

IRNC: Core AmLight-ExP (Project ID 800012938): \$319,020.00

IRNC: Core Atlanticwave SDX (Project ID 800012939): \$277,020.00

Activity # 1443010001: \$1,381,440.00: the department's contract account will be budgeted to pay for the difference between the total and the project amounts for the period of 2022 through 2026.

7) Has the vendor been awarded a competitive solicitation for this commodities/service that FIU could utilize?

No competitive solicitation has been established at this time.

8) Give any additional information you feel may aid in processing this Sole Source Request.

The project budgets that will be supporting this sole source will be fully expensed by December 2025. However, the services in place with Equinix will still be supported by the department's activity number indefinitely, as the services for AMPATH at the NAP of the Americas and MI3 do not have an end date. The amount listed on the sole source will renew to continue support of AMPATH after the expense amount has been exceeded.



MEMORANDUM

DATE: 02/05/19

TO: Dr. Kenneth Jessell, CFO and Senior Vice President
Finance and Administration

FROM: Kelly Loll, Director of Procurement Services *KL*

SUBJECT: **REQUEST FOR YOUR SIGNATURE**

[Handwritten signature and date 2-14-19 are present to the right of the TO and FROM lines.]

Who: Equinix, Inc

What: Sole Source for Collocation Services and Network / Exchange Point Services

When: ASAP.

Where: University wide

Why: Equinix, Inc the owner of the NAP of the Americas (NAP) – one of the world's largest data centers located in downtown Miami. NAP is the only facility that can offer FIU's AMPATH Project the proximity to other world class carriers.

Cost: \$ 1,000,000.00

Funding Source: CIARA Activity Number 1443010001

KL:yz
M-4157

Florida International University SOLE SOURCE REQUEST

Authority is requested to purchase commodities/services in an amount in excess of \$10,000 which would otherwise require a competitive process. Be sure to consider other purchasing exemptions which may be available before Sole Source as the requirements for a Sole Source purchase are high. Exemptions are not allowed for sponsored activities and FIU must follow the Uniform Guidance, 2CFR, 200 for these transactions. Sole Source means that the commodities/services are unique and that the vendor is the **only one** who can provide the commodities/services and adequate number of quotes cannot be obtained. Best price alone cannot be used for sole source. If the commodities/services are available from more than one source of supply, best price must be determined through the competitive process. The final determination that a sole source purchase is justifiable is based on the information provided. If this request is not approved, normal competitive process will be necessary. Please contact Procurement Services for procurement options. If a contract is required please follow the appropriate contract process.

The questions below have been designed to assist faculty and staff in providing necessary information to make a determination. **Complete specifications, quote (including warranty, installation and shipping/handling charges) and if only one vendor can provide the item, a letter from the manufacturer stating the vendor is the only authorized distributor for this purchase must accompany this form.**

Date: 1/17/19

Total Purchase Amount (Include all anticipated future costs) \$ \$1,000,000.00

Vendor Name and Contact Information: Equinix, INC. 50 NE 9TH ST

Commodity/Service Description and Use: Colocation and Exchange/Networking Services

1) List unique features of the stated specification that restrict the requisition to only one vendor and explain why these unique features are needed for the accomplishment of your work:

Please See Attached

2) Prior to submitting this requisition, did you investigate other possible sources? Yes ☒ No
If yes, did you obtain quotes from the other sources? If yes, attach copies. Yes ☐ No ☐

3) List any company other than your suggested source who supplies an item with similar functions and the reasons competing commodities/services are not satisfactory:

Not Applicable

4) Will the item be used with existing equipment? ☒ Yes ☐ No

Give Brand & Model number of existing equipment and why the new product is the only one that will work properly with it:

Please See Attached

Is it a repair/replacement part? Yes ☐ No ☐

Is it a component to be interfaced with the existing equipment? Yes ☐ No ☐

5) Is this product being purchased directly from the manufacturer? Yes ☒ No ☐

If No, is it available from more than one dealer? Yes ☒ No ☐

If Yes and it is available from more than one dealer, why can this item not be bid?

Please See Attached

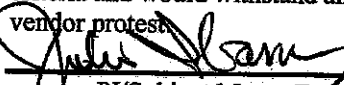

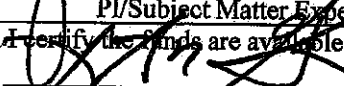
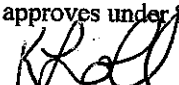

6.) Is the need for the commodities/services related to a research project? X Yes No. If this is a sub-recipient transaction then it is exempt and a Sole Source Request is not needed.

7.) Has the vendor been awarded a competitive solicitation for this commodities/service that FIU could utilize? Yes X No

If yes, provide the name of awarding entity, the contact person and phone number.

8.) Give any additional information you feel may aid in processing this Sole Source Request.
Not Applicable

I/We the undersigned, certify that the above to be true and correct to the best of my/our knowledge and belief and the user and/or undersigned does not have a conflict of interest in the above named vendor.

Departmental Approval	Procurement Approval	President or Designee Approval
I hereby certify the validity of the information and feel confident the Sole Source Request will meet University criteria and would withstand any audit or vendor protest.  PI/Subject Matter Expert (SME)	This acquisition has been researched and recommending approval as a non-competitive purchase.	CFO or Provost approves up to \$100,000. 
I certify the funds are available.  Business Unit Approver Phone #: <u>305 348 2738</u>	Procurement Agent Procurement Director approves under \$75,000. 	CFO or Provost President approves over \$100,000. 
	Procurement Director	President

This certification will become a public document, open to public inspection, therefore, you should be certain that all material facts are true, relevant and clearly understandable.

Sole Source Request Form – Vendor: Equinix continued...

1) List unique features of the stated specification that restrict the requisition to only one vendor and explain why these unique features are needed for the accomplishment of your work:

Equinix Inc. is the owning company of the NAP of the Americas (NAP) facility in downtown Miami, FL, which is one of the largest and most connected data centers in the world. The FIU Center for Internet Augmented Research and Assessment (CIARA) operates the AMPATH International Exchange Point as a major research instrument under the auspices of the National Science Foundation and international national, state, and regional research and education networks (RENs). AMPATH's colocation in the NAP allows RENs from Latin America and the Caribbean to connect to Internet2 and other U.S. national research and education networks. AMPATH has been located in the NAP of the Americas facility for eighteen years. The NAP is the only facility positioned to offer the AMPATH project the proximity to other world class carriers, required to serve its mission as a premiere international exchange point for the Americas with service level agreements that cover 24x7x365, and 5 9's of reliability. The AMPATH Network Operations Center, network engineering staff and principal investigators routinely survey other options and remain confident that that Equinix Inc is the sole qualified vendor.

The facility has more than 160 global telecommunications carriers and internet providers with access to all major Internet Tier 1 service providers for access to comprehensive routing table access and multihoming capabilities to the commercial internet. The location of the NAP is critical for the access to the undersea and terrestrial fiber optic facilities. Numerous telecommunications carrier facilities, fiber loops, international cable landings and multiple power grids converge within the NAP, providing resources and services for the AMPATH project. Power provided at the NAP is highly reliable with robust redundancies in place. Power and environmental control systems remain constant and reliable even when operators are performing maintenance without impacting the AMPATH project. Security provided at the NAP for AMPATH is extremely important. The NAP has a centrally-located Command Center manned by security 24x7x365. Security personnel monitor all security cameras, guard building entrance and exit access points, and control key card access to the elevators, floors and roof areas.

With all these items considered, the NAP is the sole source provider within a geography FIU is able to utilize.

4) Will the item be used with existing equipment?

Give Brand & Model number of existing equipment and why the new product is the only one that will work properly with it:

The AMPATH International Exchange Point is currently located in the NAP in downtown Miami FL where the facilities services are operational. All existing equipment for AMPATH is owned and operated by FIU/CIARA. All Equinix Inc. equipment, environmental controls, etc. are owned and operated by Equinix.

5) Is this product being purchased directly from the manufacturer? Yes No If No, is it available from more than one dealer?

No, however, this question is not applicable. Equinix Inc is a facilities and service provider in which individual tenants supervise their own product selections and interoperability. Equinix Inc. does provide a meet me room at the NAP of the Americas where all occupants can peer and exchange internet traffic.

The services rendered at the NAP for colocation, power and networking and exchange services are provided by the facility owner, which is currently Equinix Inc.

6) Is the need for the commodities/services related to a research project?

Yes, the AMPATH International Exchange Point for Research & Education networks is supported by grants from the National Science Foundation as well as an international consortium of members from South America and the Caribbean.

May 1, 2017

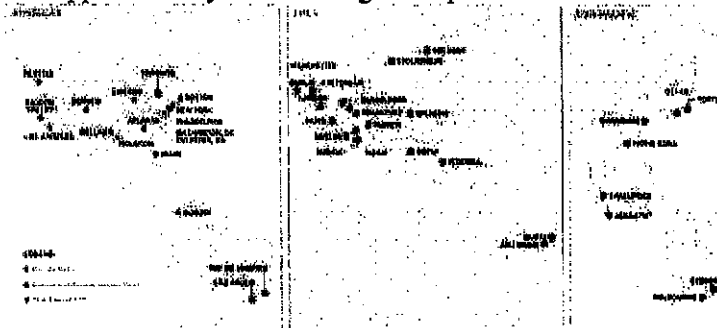
Equinix Completes Acquisition of 29 Data Centers from Verizon

Deal significantly scales Americas' footprint to support interconnection as businesses increasingly seek to move IT operations to the digital edge

REDWOOD CITY, Calif., May 1, 2017 /PRNewswire/ -- Equinix, Inc. (Nasdaq: EQIX), the global interconnection and data center company, today announced the completion of its acquisition of 29 data centers and their operations from Verizon Communications Inc. (NYSE, Nasdaq: VZ). The U.S. \$3.6 billion all cash transaction includes over 1,000 customers, of which over 600 are net new, and approximately three million gross square feet of data center space, accelerating Equinix's ability to help companies extend their IT operations to the digital edge through the interconnection of people, locations, clouds and data.

The acquisition of these strategic facilities further broadens Equinix's capabilities by: strengthening interconnection density on the Equinix global platform; accelerating business relationships in the government and energy sectors; and supporting Equinix's enterprise offering. Additionally, it adds three new markets (Bogotá, Culpeper and Houston) and provides additional capacity and the opportunity for expansion in markets where Equinix currently has a presence, including Atlanta, Denver, Miami, New York, São Paulo, Seattle and Silicon Valley.

Spread across 15 cities in North and Latin America, the new assets bring Equinix's total global footprint to over 175 International Business Exchange™ (IBX®) data centers across 44 markets and approximately 17 million gross square feet.



Quotes

▪ Steve Smith, CEO, Equinix

"As the technological shift to digital is transforming large sections of society and the global economy, companies are re-architecting their IT infrastructure to thrive in this new environment. They are moving from traditional centralized infrastructure to a distributed model that keeps data closer to the customers, partners and employees using it. With this significant expansion of Equinix's globally consistent footprint, our platform is even more valuable to companies that are leveraging this new model of interconnection at the digital edge."

▪ Karl Strohmeyer, President, Americas, Equinix

"Today is an important milestone in the growth of Equinix, as we significantly expand our operations in the Americas region. The 29 new data centers greatly expand our ability to enable global interconnection within our robust ecosystems, as the economies of North, Central and South America continue to thrive. I am especially thrilled to welcome over 250 new employees and the hundreds of new customers to the Equinix family."

Highlights / Key Facts

- Of the over 1,000 customers in the 29 acquired data centers, more than 600 are net new to Equinix, including Fortune 1000 companies and federal and local government entities. Verizon will become a substantially larger customer following the close of the transaction and will remain a key partner of Equinix.
- The Miami NAP of the Americas ("NOTA") (MI1) facility is a key interconnection point that will serve as a strategic hub and gateway for Equinix customer deployments servicing Latin America. As the fourth largest Internet exchange point in the U.S., it hosts the termination points of 15 subsea cable systems and more than 120 global networks interconnecting to approximately 150 countries. Combined with the newly acquired data centers in Bogotá and São Paulo, and Equinix's substantial existing presence in Brazil, MI1 will strategically position Equinix in the growing Latin American market.
- The Culpeper, Virginia facilities (CU1, CU2, CU3 and CU4) represent one of the most secure and technologically sophisticated data center campuses in the eastern U.S. Designed to meet the highest government standards, these IBX data centers accelerate Equinix's relationships in the government sector, strengthening Equinix as a platform of choice for government services and service providers.
- Approximately 250 Verizon employees, primarily in the operations functions of the 29 acquired data centers, have become Equinix employees effective today.
- As of Q1 2017, 83% of Equinix's recurring revenue is from customers deployed in multiple metros, many of whom are looking to reach people, clouds and data at the edge by deploying at Equinix IBX data centers. With 29 new data centers and their customers, and the increased interconnection and expansion opportunities this brings, Equinix is strengthening its global market leadership and creating new opportunities to grow business ecosystems around the world.
- In March, Equinix and Verizon announced an agreement whereby Verizon will exclusively resell Equinix colocation and interconnection services globally. The agreement enables Verizon to pair Equinix's services with Verizon's security, network and advanced communications services to enable enterprises to build hybrid cloud solutions and gain quick access to a multi-cloud environment. [press release]

Seattle	SEA1 (Kent)	SE4
Silicon Valley	SJC2 (San Jose)	SV13
Silicon Valley	SJC3 (Santa Clara)	SV14
Silicon Valley	SJC3 (Santa Clara)	SV15
Silicon Valley	SJC3 (Santa Clara)	SV16
Silicon Valley	SJC3 (Santa Clara)	SV17
Washington D.C.	IAD1 (Ashburn)	DC13
Washington D.C.	IAD4 (Manassas)	DC14
Washington D.C.	IAD2 (Herndon)	DC97

Latin America:

São Paulo	GRU1 (São Paulo NAP)	SP4
Bogotá	BOG1 (Bogotá NAP)	BG1

Additional Resources

- Equinix Website Landing Page with Data Center Map, Photos and Additional Transaction Details [website]
- How the Equinix-Verizon Deal Expands Interconnection Opportunities Worldwide [blog post]
- Colocation-Based Interconnection Will Serve as the 'Glue' for Advanced Digital Business Applications [Gartner Report]

About Equinix

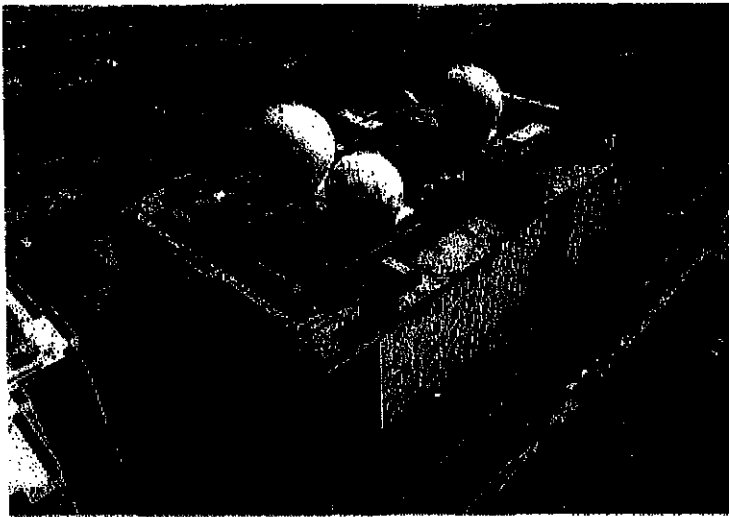
Equinix, Inc. (Nasdaq: EQIX) connects the world's leading businesses to their customers, employees and partners inside the most interconnected data centers. In 44 markets across five continents, Equinix is where companies come together to realize new opportunities and accelerate their business, IT and cloud strategies. www.equinix.com.

Forward Looking Statements

This press release contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from expectations discussed in such forward-looking statements, including statements related to the acquisition of the 29 data centers and their operations from Verizon and the expected benefits from such acquisition. Factors that might

cause such differences include, but are not limited to, unanticipated costs or difficulties relating to the integration of companies or assets we have acquired or will acquire into Equinix, including the Verizon assets; the challenges of acquiring, operating and constructing IBX centers and developing, deploying and delivering Equinix services; a failure to receive significant revenue from customers in recently built out or acquired data centers; failure to complete any financing arrangements contemplated from time to time; competition from existing and new competitors; the ability to generate sufficient cash flow or otherwise obtain funds to repay new or outstanding indebtedness; the loss or decline in business from our key customers; and other risks described from time to time in Equinix's filings with the Securities and Exchange Commission. In particular, see Equinix's recent quarterly and annual reports filed with the Securities and Exchange Commission, copies of which are available upon request from Equinix. Equinix does not assume any obligation to update the forward-looking information contained in this press release.

Equinix and IBX are registered trademarks of Equinix, Inc.
International Business Exchange is a trademark of Equinix, Inc.





EQUINIX

WHERE OPPORTUNITY CONNECTS

SOURCE Equinix, Inc.

MASTER COUNTRY AGREEMENT

UNITED STATES

This Master Country Agreement (United States) (the "MCA (US)" which also may be referred to as "MSA") is entered into on January 31, 2018 (the "Effective Date"), by and between the undersigned customer, The Florida International University Board of Trustees ("Customer") and Equinix LLC, for and on behalf of itself or its Affiliates, each of whom may provide use of Licensed Space and Services pursuant to an agreed Order from time to time (and each referred to herein as "Equinix"). Customer and Equinix may be referred to collectively as "Parties" or individually as a "Party".

In consideration of the mutual covenants and conditions set forth below, Equinix and Customer agree as follows:

1. This MCA (US) incorporates the Global Terms and Conditions attached as Attachment A ("GTCs") and all other attachments to this MCA (US). The term "Agreement" as used in this MCA (US) and in the GTCs shall mean this MCA (US) and everything incorporated by reference into this MCA (US) and in the GTCs, including the Policies and all Orders. Capitalized terms used but not defined in this MCA (US) shall have the meaning ascribed to them in the GTCs.
2. This Agreement will be governed in all respects by the internal laws of the state of Florida without regard to its conflict of law provisions. The Parties each irrevocably agree to the exclusive jurisdiction of the courts of Miami-Dade County, Florida, and waive any right to bring any action against the other Party in any other jurisdiction or courts.
3. Customer will not file a mechanic's lien or similar lien on, or in connection with, the Licensed Space or IBX Centers. Without limiting the foregoing, in the event a mechanic's lien or similar lien is filed on or in connection with, the Licensed Space or IBX Centers, Customer will be responsible for the immediate satisfaction, payment or bonding of any such lien. In no event will Customer's Equipment be construed as fixtures.
4. If Customer 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, Equinix agrees to comply with the applicable provisions under the Non-Construction Contract or Purchase Order section contained in Customer's Federally Funded Projects Addendum, a copy of which is attached as Attachment B.

Executed as an Agreement, which shall not take effect until signed by both Parties below.

Customer to complete:

Customer warrants and represents that the individual signing below has full authority to execute this Agreement on behalf of Customer.

**Customer Name: The Florida International University
Board of Trustees**

Authorized Signature:



Printed Name: Robert N. Grillo

Title: Vice President and CIO, Division of Information Technology

Street address for notices:

Florida International University
Center for Internet Augmented Research & Assessment (CIARA)
11200 SW 8th Street, PC 312
Miami, Florida 33199

Phone: 305-348-2738 or 4105

Facsimile number: 305-348-1422

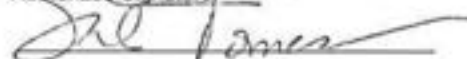
Electronic mail address:

Equinix to complete:

Equinix warrants and represents that the individual signing below has full authority to execute this Agreement on behalf of Equinix.

Equinix LLC

Authorized Signature:



Printed Name: Sal Torres

Title: Senior Director, Legal, Commercial Transactions

Street address for notices:

Equinix LLC
One Lagoon Drive, 4th Floor
Redwood City, California 94065, USA

Phone: +1 650-598-6000

Facsimile number: +1 650-618-1857

Attachment A

Global Terms and Conditions

The remainder of this page is intentionally blank.



Attachment B

Florida International University Federally Funded Projects Addendum

The remainder of this page is intentionally blank.



**FLORIDA INTERNATIONAL UNIVERSITY
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Florida International University under the Federal award must contain provisions covering the following, as applicable:

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans**
- B. Affirmative Action** – Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, Vendor shall abide by the requirements of 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the University in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the University with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** (Contracts in excess of \$100,000). University, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the University in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**FLORIDA INTERNATIONAL UNIVERSITY
FEDERALLY FUNDED PROJECTS ADDENDUM**

- I. **Energy Policy and Conservation.** Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;
- J. **Procurement of recovered materials.** Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto;
- K. **Waste Disposal Act.** Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CONSTRUCTION AND/OR REPAIR:

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- L. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- M. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00).** If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- N. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

NOTE REGARDING USE OF THIS DOCUMENT: These Global Terms and Conditions ("GTCs") are intended to be incorporated into country-specific master country agreements ("MCAs"), and neither Licensed Space nor Services may be ordered in a country until the GTCs and applicable MCAs are fully executed.

Agreement Number: 00093865.0

GLOBAL TERMS AND CONDITIONS

1. ORDERING AND PROVISION OF LICENSED SPACE AND SERVICES

Customer may request Licensed Space and Services from Equinix by placing Order(s). Upon agreement of Order(s), Equinix shall provide Licensed Space and Services to Customer pursuant to this Agreement.

2. PAYMENT TERMS AND TAXES

a. Fees will accrue from the Billing Commencement Date and Customer will be liable for Fees for the full term specified in each Order. Customer will pay in full all invoices from Equinix in the currency stipulated in the Order within forty-five (45) days of the date of invoice. Interest shall be charged on past due amounts at the lower of (i) one and a half percent (1.5%) per month; or (ii) the highest rate permitted by applicable law. Unless otherwise mutually agreed, Equinix will invoice monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Fees will be listed on Orders, except for Online Orders and Phone Orders which will be subject to Equinix's then-current list price unless otherwise mutually agreed. Federal funds have been made available to Customer, and, as a result, Customer's performance and obligation to pay is contingent upon the availability of such federal funds. Customer will give immediate notice to Equinix of the non-availability of federal funds as soon as Customer has knowledge thereof.

b. Customer may, in good faith, dispute any invoice or any part thereof (a "Disputed Amount") by submitting a written notice of such dispute along with reasonable supporting documentation within ninety (90) days of the date of the initial invoice on which the Disputed Amount appears, failing which Customer waives all rights to dispute such Disputed Amount and to file any claim. The Parties will work together in good faith to resolve the Disputed Amount within thirty (30) days after receipt of Customer's notice.

c. All amounts payable by Customer to Equinix under this Agreement exclude Taxes. Customer shall be responsible for (i) Taxes related to its activities and the ownership and operation of Customer's Equipment and (ii) Taxes imposed, levied or assessed thereon by any governmental or other authorities. If Customer is required to make any deduction, withholding or payment for Taxes in any jurisdiction on amounts payable to Equinix, such amounts will be increased such that after making such deduction, Equinix receives an amount equal to what it would have received if such deduction, withholding or payment had not been made. If Customer maintains tax exempt status, Customer will provide its acceptable tax exempt certificate upon executing the Sales Order. If it is verified by Equinix with the applicable local tax authorities that such tax exemption certificates are not acceptable, Equinix will apply the appropriate transaction taxes according to the tax laws and regulations. Customer shall notify Equinix if Customer's tax exempt status changes. Equinix will be responsible for taxes related to its own operations and properties such as employment taxes and property taxes (but in no circumstances any foreign withholding taxes).

d. Customer may, at its sole expense, have Financial Auditors (defined below) perform a confidential audit of Equinix's regularly-prepared physical records to verify that Equinix has charged Fees in accordance with this Agreement ("Financial Audit"). Customer agrees that any Financial Audit is subject to the following: (i) it must be conducted only during regular business hours and no more frequently than once in any consecutive twelve-month period; (ii) it must be conducted on a mutually-agreed-upon date (which shall be no less than ten (10) business days after written notice from the Customer), time, location, and audit period (which audit period shall include no more than the two-year period prior to the date of the Financial Audit); and (iii) it is subject to reasonable postponement by Equinix upon Equinix's reasonable request. Such postponement shall not exceed twenty (20) business days. For purposes of this section, "Financial Auditor" shall mean any of the Customer, Customer's third-party auditors or any regulatory examining authority having jurisdiction over the Customer that participates in a Financial Audit.

3. ACCESS TO AND USE OF THE IBX CENTERS

a. Subject to the terms and conditions of this Agreement, Customer will have access to the Licensed Space twenty-four (24) hours per day, every day of the year.

b. Customer will comply with the Policies, which have been furnished to Customer and are incorporated herein by reference. Equinix may modify the Policies from time to time effective upon prior written notice to Customer. Customer may terminate an Order for a Licensed Space if Equinix modifies the Policies in a way that materially adversely affects Customer's use of the Licensed Space and the Services in such Licensed Space and Customer provides written notice of termination within ten (10) days from the date of Equinix's notice.

c. Customer may sublicense Licensed Space to a Sublicensee provided that (i) the terms and conditions of such sublicense will be no less restrictive than this Agreement; (ii) Customer will not act or purport to act on behalf of Equinix or any landlord of Equinix; (iii) Customer will require the Sublicensee to abide by this Agreement and the applicable Policies; and (iv) Equinix shall not be deemed to have any obligations to any Sublicensee. No Sublicensee shall further sublicense any Licensed Space. Notwithstanding any sublicensing, Customer remains responsible to Equinix for the performance of all obligations under this Agreement including the payment of all amounts owed under this Agreement.

d. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons, Accompanying Persons, Associated Entities and for any equipment or services not provided by Equinix; and Equinix will be responsible and liable for all acts or omissions of its Affiliates, employees and subcontractors.

e. Solely to the extent and limits permitted by Fla. Stat. 768.28 and the limitations therein and without waiving any rights or defenses thereunder, Customer will indemnify, defend and hold harmless the Equinix Parties from any and all liability, loss,

damages, costs and expenses (including reasonable attorneys' fees and expenses) for third-party claims arising from or related to (i) bodily injury (including death) or damage to tangible personal property caused by the gross negligence or willful misconduct of Customer or Customer's Authorized Persons, Accompanying Persons, or Associated Entities.

f. Equinix will indemnify, defend and hold Customer and its Affiliates, and their respective officers, directors, employees and agents, harmless for third-party claims arising from or related to: (i) bodily injury (including death) or damage to tangible personal property caused by the gross negligence or willful misconduct of Equinix, any of its members, employees, agents or other persons directly engaged by Equinix; or (ii) any claim of infringement or misappropriation of any intellectual property or other proprietary interest resulting from the Services, or any technology or materials that are used by Equinix to perform the Services. In the event there is a claim of infringement as provided herein against Equinix or Customer arising from use of the Space and Services, Equinix will use commercially reasonable efforts to procure a non-infringing solution unless the claim is based on Customer's improper use of the Licensed Space or Services.

g. This Agreement is not intended to and does not constitute a lease of any real or personal property or a grant of any other real property interest. Customer acknowledges and agrees that (i) for Licensed Space and Services provided in a common law jurisdiction, it is granted only a license to use the Licensed Space in accordance with this Agreement and (ii) for Licensed Space and Services provided in a civil law jurisdiction, the Licensed Space is made available and Customer is granted permission to access and use the Licensed Space in accordance with this Agreement. This Agreement is subject and subordinate to the leases for the IBX Centers and all superior instruments to such leases. Customer's Equipment will not be construed as fixtures or fittings. Equinix will retain title to all parts and materials used or provided by Equinix in providing the Licensed Space and the performance of the Services.

4. WARRANTY AND LIMITATION OF LIABILITY

a. Each Party represents, warrants and covenants that it will comply with all applicable laws and regulations in connection with this Agreement. Equinix represents warrants and covenants that it shall provide the Licensed Space and perform the Services in a professional and workmanlike manner. Customer represents warrants and covenants that it will maintain throughout the Term the legal right and authority (including regulatory consents) to operate, configure, install, maintain and repair Customer's Equipment as contemplated by this Agreement.

b. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EQUINIX DOES NOT MAKE AND HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, EXPRESS, IMPLIED AND STATUTORY WARRANTIES THAT THE LICENSED SPACE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. ALL LICENSED SPACE AND SERVICES ARE PROVIDED OR PERFORMED ON AN "AS IS", "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE LICENSED SPACE AND SERVICES IS SOLELY AT ITS OWN RISK.

c. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF REVENUES (EXCEPT THAT CUSTOMER SHALL BE LIABLE FOR ANY FEES OR OTHER AMOUNTS OWED TO EQUINIX UNDER THIS AGREEMENT); (IV) LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA; (V) ANY CONSEQUENTIAL OR

INDIRECT DAMAGES; OR (VI) ANY INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES (IF APPLICABLE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EQUINIX'S TOTAL LIABILITY TO CUSTOMER IN THE AGGREGATE FOR THE ENTIRE TERM (REGARDLESS OF WHETHER THE CLAIMS ARE BROUGHT DURING OR AFTER THE TERM) WITH RESPECT TO ALL CLAIMS ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING ATTORNEY'S FEES) WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO EQUINIX FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST CLAIM AROSE. AS A FURTHER LIMITATION, EQUINIX'S MAXIMUM LIABILITY FOR ANY CLAIMS RELATING TO THE LICENSED SPACE AND THE SERVICES OFFERED OR PROVIDED BY EQUINIX (I) FOR A NON-RECURRING CHARGE ONLY; OR (II) AS SMART HANDS SERVICES, SHALL NOT EXCEED THE AMOUNT OF THE FEE FOR SUCH SERVICES PROVIDED ON THE OCCASION GIVING RISE TO THE CLAIM.

e. THE LIMITATIONS SET FORTH IN SECTIONS 4(c) AND 4(d) WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

f. Each Party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in this Agreement are materially bargained for by the Parties.

5. INSURANCE

a. Customer agrees to maintain the following coverages: (i) Pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder, maintain general liability insurance with limits of liability for bodily injury and property damage of not less than US \$200,000.00 for each person and US \$300,000.00 for each occurrence; (ii) workers' compensation insurance with limits of liability as required by applicable State law; and employer's liability insurance of not less than US \$200,000.00 for each person and US \$300,000.00 for each occurrence; and (iii) All Risk Property insurance on a replacement cost basis to cover Customer equipment.

b. Equinix agrees to maintain the following insurance, at its expense, during the Term, with insurers having a minimum AM Best rating of A-VII or S&P rating of A: (i) Commercial General Liability Insurance or Public Liability Insurance with a minimum limit of US \$2,000,000 per occurrence, US \$4,000,000 in the aggregate (or the local currency equivalent), provided these limits may be achieved through a combination of primary and excess policies and such insurance will include coverage for bodily injury and property damage; (ii) Workers' Compensation and Employer's Liability insurance where required by local statute; (iii) All Risk Property Insurance on a replacement cost basis.

c. Customer will furnish Equinix with certificates of insurance upon request that evidence the minimum levels of insurance set forth herein, list Equinix as an additional insured or interested party on the Commercial General Liability or Public Liability policy and designate that Customer's insurance is primary and non-contributory. Customer waives its insurers rights of subrogation on all policies referenced above. Customer will provide at least thirty (30) days' prior written notice to Equinix of any non-renewal or cancellation of the policies referenced above.

6. TERM, TERMINATION AND SUSPENSION

a. This Agreement commences on the effective date of the applicable MCA and terminates on the date the last Order then in effect expires or is terminated. A termination of this Agreement shall terminate all Order(s).

b. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of a failure to pay Fees) after receipt of such notice. If the breach (other than where Customer has failed to pay Fees) cannot be cured within thirty (30) days, the breaching Party shall be given a reasonable period of time, but not to exceed sixty (60) days after receipt of the notice, to cure the breach, provided that the breaching Party acts promptly and diligently to cure such breach.

c. Either Party may terminate this Agreement immediately upon giving written notice to the other if the other Party becomes, as applicable under local law, unable to pay its debts as they become due, ceases to do business, enters into a deed of arrangement, undergoes judicial management, commences the process of liquidation, has a receiver appointed or begins winding up or similar arrangements.

d. Without limiting Equinix's rights under Section 6(b), Equinix may suspend the provision of the Licensed Space and/or the Services, deny access to and the removal of Customer's Equipment from the IBX Center, if Customer fails to cure any monetary breach of this Agreement within ten (10) days after notice of the same (or within five (5) days after notice of the same if Customer's account is past due on two (2) or more occasions during a twelve (12) month period).

e. If Customer or Customer's Equipment mechanically or electrically interferes with Equinix's operation or maintenance of the IBX Center or with one or more of Equinix's other customers' use thereof and Equinix notifies Customer of this by email or phone, then Customer must promptly: (a) cease such interference, (b) provide a plan to cease such interference that is acceptable to Equinix, or (c) authorize Equinix to take action to cease such interference (billed at Smart Hands rates). If Customer fails to do this within a reasonable time not to exceed one (1) hour, then Equinix may suspend the provision of the Licensed Space and/or Services. If Equinix suspends the provision of Licensed Space and/or Services pursuant to this Section 6(e), unless Equinix has subsequently terminated this Agreement as permitted under this Agreement, Equinix will reverse the suspension of the provision of the Licensed Space and/or Services as soon as reasonably practical after it is reasonably satisfied that Customer has cured the breach(es) giving rise to the suspension; and Equinix may charge a reinstatement fee. Further, Equinix may terminate this Agreement if Customer's breach referred to in this Section 6(e) continues for at least five (5) days or occurs more than three (3) times in any twelve (12) month period.

f. Notwithstanding anything to the contrary contained in this Section 6, upon giving at least 90 days' written notice to Equinix, Customer may terminate this Agreement prior to the expiration of the last Order then in effect only in the event federal funding is no longer available to Customer ("Federal Funding Loss") by providing Equinix written evidence of the Federal Funding Loss resulting in early termination. If Customer terminates this Agreement early due to a Federal Funding Loss, Customer shall not be liable for any early termination charges, and its only obligation to Equinix is to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination.

7. REMOVAL OF CUSTOMER'S PROPERTY

a. Customer will remove all of Customer's Equipment on or before the expiry or termination of the applicable Order. Unless Equinix otherwise agrees in writing, failure to remove Customer's Equipment within ten (10) days from the termination of the applicable Order, or within thirty (30) days if the Order is terminated due to Equinix's material breach, will constitute abandonment of Customer's Equipment under the laws of the jurisdiction where the abandoned property is located, and Equinix will be entitled to pursue all available legal remedies, including, without limitation, and at Customer's risk and expense: (i) immediately removing Customer's Equipment and storing it at an on-site or off-site location; (ii) shipping it to Customer; or (iii) upon thirty (30) days' prior written notice to Customer, liquidating it and retaining the proceeds.

b. Subject to Section 7(a), while Customer has no right to use the Licensed Space or Services after an Order expires or terminates, if Equinix, in its sole discretion, permits Customer to do so, Customer shall remain bound by the terms of the Agreement, including, without limitation, all payment obligations, and such continued use may be terminated by Equinix immediately upon notice.

8. CONFIDENTIAL INFORMATION

a. "Confidential Information" means non-public information disclosed between the Parties, including (a) information identified by the disclosing Party, in writing or orally, as confidential at the time of disclosure; (b) information containing the disclosing Party's customer lists, customer information, technical information, pricing information, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information relating to its business planning or business operations; and (c) the terms of this Agreement. The design of the IBX Centers, the Licensed Space, the Services provided, equipment used at the IBX Centers, the configuration of cables, networks and services at the IBX Centers are the Confidential Information of Equinix. Information is not deemed Confidential Information if it (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party. For the avoidance of doubt, the mere placement of materials or equipment containing information at an Equinix location does not constitute disclosure of such information to Equinix.

b. Neither Party will use or disclose Confidential Information from the disclosing Party without its prior written consent, except where (i) the disclosure is required by applicable law, rule or regulation (including Florida Public Records Laws, or securities laws regarding public disclosure of business information) or by an order of a court or other governmental body having jurisdiction after taking steps to maintain its confidentiality where practicable; (ii) it is reasonably necessary to be disclosed to that Party's, or its Affiliates', employees, officers, directors, attorneys, accountants and other advisors; or (iii) it is necessary for a Party to exercise its rights and perform its obligations under this Agreement. In any case, the disclosing Party shall ensure that disclosure shall not be broader than necessary, and that the recipient agrees prior to receipt to keep the information confidential to the same extent as under this Agreement (except that such agreement need not be obtained for disclosures to a court, regulator or arbitrator).

c. Neither Party grants the other Party the right to use its trademarks, service marks, trade names, copyrights, other

intellectual property rights or other designations in any promotion, publication or press release without the prior written consent of the other Party in each case. Notwithstanding this Section 8, and provided prior written consent is obtained (i) either Party may publicly use the other Party's name and logo to refer to the other Party as a vendor or customer as the case may be, such use to comply with any applicable usage guidelines that are published or made available by the other Party upon request; and (ii) Equinix may display Customer's name, logo, presence in the IBX Centers and other information uploaded by Customer on the Equinix Marketplace.

d. Customer is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. The Agreement and any related documents and/or correspondences Equinix submits to Customer which are not exempt under the Law shall also become a public record subject to the Public Records Law. **IF EQUINIX HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO EQUINIX'S DUTY TO PROVIDE PUBLIC RECORDS, EQUINIX MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, recordsmanagement@fiu.edu, OR BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**

9. MISCELLANEOUS

a. Notice. Unless expressly stated in the Agreement, all notices, consents, or approvals required by this Agreement will only be effective if in writing and sent by (i) certified or registered mail, postage prepaid; (ii) overnight delivery requiring a signature upon receipt; (iii) delivery by hand; or (iv) facsimile or e-mail (promptly confirmed by mail), to the Parties at the respective addresses or numbers in this Agreement or as otherwise designated in writing by the Parties. Notices, consents and approvals under this Agreement will be in writing, with either ink or electronic signature, and be deemed effective on the date of receipt. Notwithstanding anything to the contrary in this Agreement, notices relating to Policies sent by Equinix shall be presumed to be received five (5) days after mailing if sent by mail, two (2) days later if sent by overnight courier or on the date of dispatch if sent by e-mail.

b. Entire Agreement. This Agreement, including these GTCs and the Equinix Service Level Agreement set out in Exhibit A to these GTCs, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, as well as any industry custom. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this Agreement, but nothing in this Section 9(b) shall limit or exclude a Party's liability for fraud. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or e-mail), each will be deemed an original, but all together will constitute one and the same instrument. Except where otherwise expressly stated herein, this Agreement may be amended only by the written agreement of both Parties.

c. Construction. Each Party agrees that it has reviewed this Agreement, and this Agreement shall not be interpreted more strictly against the drafting Party. The section headings and captions are for convenience only and will not be used to construe this Agreement. If any provision of this Agreement is adjudged by a court to be invalid, illegal or unenforceable, it will not affect the validity, legality, or enforceability of the other part(s) of the same provision or of the other provisions in this Agreement.

d. Survival. Sections 3(d), 4(c) – (f), 7 and 9(d) will survive the termination of this Agreement. Section 8 will survive for three (3) years after termination of this Agreement.

e. Subcontracting and Transfer. Equinix may permit any other Equinix Company, independent contractor or other third party, to perform any of Equinix's obligations hereunder, provided that Equinix remains primarily liable for the performance of its obligations. Equinix may transfer this Agreement or any of its rights and obligations hereunder with written notice to Customer. Customer may transfer this Agreement or any of its rights and obligations hereunder to an Affiliate or to an entity which is acquiring all or substantially all of Customer's business or assets with prior notice to Equinix, and in all such events the person or entity to whom this Agreement is assigned by Customer must agree in writing to be bound by all of the terms of this Agreement. This Agreement will be binding upon and inure to the benefit of all successors and permitted transferees of the Parties, who will be bound by all of the obligations of their predecessors or transferors.

f. Force Majeure. Except for Customer's obligation to pay amounts owed under this Agreement, including Fees, neither Party will be responsible or in any way liable to the other Party, and neither Party will have any termination or other rights, arising out of or relating to a Force Majeure Event. A "Force Majeure Event" is a failure by the other Party to perform any of its obligations under this Agreement if such failure is caused by events or circumstances beyond its reasonable control, including, but not limited to, acts of God, war, labor strike, terrorist act, fire, flood, earthquake, health epidemic or any law, order, regulation or other action of any governing authority or agency.

g. Conflicts. All Orders are subject to the terms and conditions of this Agreement. In the event of ambiguity, conflict or inconsistency among the documents comprising this Agreement, the documents shall be given a descending order of precedence as follows (i) the Order; (ii) the MCA, including any attachments and exhibits thereto, other than these GTCs; (iii) the GTCs; and (iv) the Policies.

h. Business Contact Information. "Business Contact Information" or "BCI" means business contact data (including, but not limited to, data processed in CRM databases and data that is set out on access lists at any IBX Center from time to time) containing personal and/or private information relating to business contact information (mainly first name, last name, business phone numbers, business email and business address) of Customer, its agents, employees or any Authorized Person of the Licensed Space and Services (including third-party consultants, contractors or partners, and Sublicensees with whom Customer has a contractual relationship) and whose use, processing or transfer is regulated by law or regulation as "personal data".

Customer acknowledges that Equinix and Equinix Parties will, by virtue of the performance of the Agreement, come into possession of BCI as a Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws). Customer acknowledges and agrees that Equinix and Equinix Parties may use, process and/or transfer BCI (i) in connection with the provision of Licensed Space and Services; (ii) to incorporate BCI into databases controlled by Equinix and Equinix Parties for the purpose of account administration, billing and reconciliation; operational maintenance and support activities; security, fraud detection and prevention; and, subject to BCI being previously anonymized, customer and market analysis and reporting; and (iii) to communicate to Customer by voice, letter, fax or email regarding products and services of Equinix or Equinix Parties or third parties through the Equinix Marketplace. Customer may withdraw consent for the use, processing or transfer of BCI as set out in (iii) above upon written notice to Equinix. Customer acknowledges that it has the right to

access BCI upon written notice and have any agreed errors in such BCI rectified or deleted, or to request additional information on the use, processing and/or transfer of its BCI.

Where BCI is to be transferred by Equinix and Equinix Parties from one country to another (including intra-group transfers to the United States or to any countries located within or outside the European Economic Area (EEA)) for the purposes set out above under this clause, Equinix shall ensure that all appropriate legitimization measures as required under applicable data protection and privacy laws such as (i) the entry into appropriate inter-company data transfer agreements based on the European Standard Contractual Clauses; (ii) the implementation of Binding Corporate Rules as defined under European regulations; and/or (iii) equivalent means of compliance, are in place to afford such transfer of BCI an adequate level of protection.

For the avoidance of doubt, Customer acknowledges that (i) the provision by Equinix of Licensed Space and Services in accordance with the Agreement does not involve any access by Equinix, or use, processing, monitoring, or performance of any operation of, or on, any data loaded, stored, received, retrieved, transmitted through or otherwise processed by the Customer as part of its use of the Licensed Space and Services ("Customer Data"); and that (ii) as a result, Equinix does not act as Data Processor or Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws), with respect to such Customer Data.

Customer undertakes to inform its agents, employees or any Authorized Person of the Licensed Space and Services such as its consultants, contractors or partners (i) that their BCI may be collected, used, processed and transferred by virtue of the performance of, and in accordance with, the Agreement; and (ii) of their rights regarding the processing of their BCI in accordance with this clause, and where applicable.

i. International Security Concerns. Each Party represents, warrants and covenants that it: (i) is compliant with applicable Sanction Laws; and (ii) is not listed, or owned or controlled by an entity or person, on the U.S. Department of Treasury list of Specially Designated Nationals, or located in or organized under the laws of a country subject to U.S. or E.U. embargo (collectively, "Restricted Persons. Customer represents, warrants and covenants that it: (i) is not providing services in connection with this Agreement to Restricted Persons, including any Sublicensees; and (ii) will not use the Licensed Space and Services, or allow them to be used, for any purposes prohibited by applicable Sanction Laws, including nuclear, chemical, or biological weapons proliferation or development of missile technology. Notwithstanding any other provision in this Agreement, each Party reserves the right to terminate this Agreement immediately upon written notice to the other if it reasonably determines that the other Party is not in compliance with this Section 9(i) or is causing it to be exposed to violations under Sanction Laws.

j. General. Except where otherwise expressly stated herein, and subject to the limitations set forth in Section 4, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.

The Parties are independent contractors, and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party may bind the other or incur obligations on the other's behalf without the other's prior written consent.

There are no third-party beneficiaries to this Agreement.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

Equinix represents and warrants that it is not on the Convicted Vendor List (see Florida Statutes §287.133(2)(a)).

No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

Each MCA (i) is only binding upon the MCA Signatories and not upon any other Equinix Company or Customer Affiliate and (ii) only affects Orders placed under that MCA. For avoidance of doubt, no other Equinix Company or Customer Affiliate except the MCA Signatories are required to agree to any of the terms and conditions set forth in that MCA. The Equinix Company that enters into an Order with Customer for Licensed Space and Services shall provide the Licensed Space and Services in accordance with this Agreement, and no other Equinix Affiliate shall be jointly or severally liable with such Equinix Company for the provision of Licensed Space and performance of the Services.

10. DEFINITIONS

Capitalized terms used herein but not otherwise defined will have the meaning ascribed to them in this Section 10 or the applicable MCA.

Accompanying Person: Each person (other than an employee of Equinix) accompanied by an Authorized Person while at an IBX Center.

Affiliate: Any entity controlling, controlled by, or under common control with a Party, where the term "control" and its correlative meanings, "controlling," "controlled by," and "under common control with," means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.

Agreement: The meaning given to such term in the relevant MCA into which these GTCs are incorporated.

Associated Entity: Means (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with Customer, Authorized Persons or Accompanying Persons, (ii) any of Customer's end users and (iii) Sublicensees.

Authorized Person: Each person included on the most recent list of Authorized Persons given to Equinix by Customer in accordance with Equinix's then-current form and procedures, who may be authorized by Customer to, for example, access an IBX Center, place Orders on an Equinix customer care website or act as Customer's shipping contact.

Billing Commencement Date: For Licensed Space or a Service ordered in an Order (other than Online Orders or Phone Orders), the date designated in the Order as the Billing Commencement Date or Order Effective Date or if there is no date designated in the Order, then the date on which the Licensed Space is provided or the Service is delivered. For Licensed Space or a Service ordered in an Online Order or Phone Order, the date Equinix begins providing the Licensed Space or Service to Customer, unless otherwise agreed to by the Parties in the Order.

Cross Connect: A physical or wireless interconnection within an IBX Center that (i) exits Customer's Licensed Space or (ii) connects Customer to another Equinix customer.

Customer's Equipment: All network, computer and other equipment provided, owned or controlled by Customer, Customer's Affiliates, Customer's Authorized Persons, Accompanying Persons or Associated Entities (including wiring and connections between such equipment and Customer's demarcation equipment), excluding Cross Connects or Equinix's demarcation equipment.

Equinix Company: An Affiliate of Equinix, Inc.

Equinix Marketplace: A portal established and operated by Equinix whereby the Customer may promote its own products and services to other customers or prospective customers of Equinix or obtain information about procuring products and services from other Equinix customers, known as the "Marketplace" or such other future marketing medium with a similar purpose aimed at current or potential Equinix customers.

Equinix Parties: Equinix and the Affiliates, owners, officers, directors, employees, and agents of Equinix.

Fees: Charges and fees for Licensed Space and Services charged to Customer by Equinix, exclusive of Taxes.

IBX Centers: The International Business Exchange Centers in which Customer receives Licensed Space and Services from Equinix pursuant to an Order.

Licensed Space: For space in an IBX Center in a common law jurisdiction, areas licensed by Customer, or, for space in an IBX Center in a civil law jurisdiction, areas made available to Customer with permission to access and use. In either case, the space is licensed or made available pursuant to this Agreement and identified in the Orders as to the amount of space. Equinix will determine at all times the exact location in the IBX Centers where the Licensed Space will be located, and Equinix will notify Customer accordingly.

MCA Signatories: The Equinix Company and Customer Affiliate that are the signatories to the MCA.

Online Order: An Order placed via the Equinix customer care website or e-mail, to be effective only after Equinix accepts it in accordance with Equinix's applicable procedures or Equinix begins providing the Licensed Space or the Services ordered.

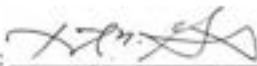
Order: An order for Licensed Space or Services prepared by Equinix, or an amendment thereto that is incorporated into this Agreement by reference which describes the Licensed Space or Services. Orders are not valid until signed by both Parties, except for Online and Phone Orders. Equinix is under no obligation to accept an Order. Unless otherwise specified, reference to Order(s) shall also include Online Orders and/or Phone Orders.

CUSTOMER TO COMPLETE:

Acknowledged and agreed.

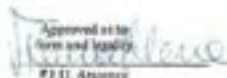
Customer Company Name:

**The Florida International University
Board of Trustees**

Authorized Signature: 

Printed Name: Robert N. Grillo

Title: Vice President and Chief Information Officer
Division of Information Technology


Approved on behalf of
Equinix
#111 Attorney

GTC_29May2017

Equinix Proprietary and Confidential

Date: 1-30-18

Phone Order: An Order placed over the phone, where available, to be effective only after Equinix accepts it in accordance with Equinix's applicable procedures or when Equinix begins providing the Licensed Space or the Services ordered.

Policies: Equinix's procedures, rules, regulations, product exhibits and policies, security practices and policies for the IBX Centers, as amended from time to time, which are located at <http://www.equinix.com/resources/product-documents/ibx-policies/>.

Sanction Laws: All applicable sanction or embargo laws and regulations from time to time, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC") and any other enabling legislation or executive order relating thereto.

Services: All services, goods and other offerings provided by Equinix under an Order pursuant to this Agreement.

Smart Hands: Equinix's onsite technical assistance which may include following Customer's express instructions relating to remote management, installation or troubleshooting of Customer's Equipment or any other assistance agreed to by Equinix in an Order.

Sublicensee: A customer of Customer or other third party who (i) sublicenses all or part of the Licensed Space from Customer, if such Licensed Space is located in a common law jurisdiction, or (ii) is able to access and use all or part of the Licensed Space as made available by Customer, if such Licensed Space is located in a civil law jurisdiction.


Taxes: Sales, use, transfer, privilege, excise, consumption tax, Value Added Tax ("VAT") or Goods and Services Tax ("GST") as applicable, and other similar taxes and duties, whether foreign, national, state or local, however designated, levied or imposed (whether as a deduction, withholding or payment) now in force or enacted in the future, which apply to the Licensed Space provided or the Services performed by Equinix for Customer or to Customer for its operations and use of the Licensed Space or Services, but excluding taxes on Equinix's net income.

Term: The duration of this Agreement as determined under Section 6(a) of these GTCs.

Unavailable: The meaning given to such term in the context of a service level specified in the Equinix Service Level Agreement set out in Exhibit A to these GTCs, and "Unavailability" will be construed accordingly.

EQUINIX TO COMPLETE:

Acknowledged and agreed.

Authorized Signature: 

Printed Name: Saul Torres

Title: Senior Director, Legal, Commercial Transactions

Page 6 of 8

Page 76 of 119

**EXHIBIT A TO GLOBAL TERMS AND CONDITIONS
EQUINIX LICENSED SPACE AND COLOCATION
SERVICE DESCRIPTION AND SERVICE LEVEL AGREEMENT**

The purpose of this Licensed Space and Colocation Service Description and Service Level Agreement ("SLA") is to describe the Licensed Space and Colocation services Equinix will deliver to Customer, define measurable performance levels, and specify remedies available to Customer if these levels are not achieved. Words capitalized but not defined in this SLA will have the meaning defined in the Agreement.

1. **Licensed Space and Interconnection** – Licensed Space is situated within the Equinix IBX listed on the Order and includes the following features:

- a. **Security/Access Controls**. Equinix provides a secure colocation environment with the following:
 - i. **Building Perimeter Security** – Equinix continually monitors all entrances and exits to each IBX. Specific architectural features and physical construction of individual IBXs provide additional security and differ by location.
 - ii. **Colocation Area Security** – Within each IBX, the colocation area is protected by additional security measures to form multiple layers of security. Examples of such security measures include: visitor access authorization and validation via customer administrators and security officers, security mantraps, biometric readers and access card readers, locking cabinets, and extensive monitoring by video and/or IBX site staff.
 - iii. **Private Cage** – Customer may select a Private Cage with access to the Private Cage restricted only to authorized personnel by means of an additional card reader or biometric scanner on the cage door.
 - iv. **Secure Cabinet** – Customer may select a Secure Cabinet with access to the Secure Cabinet restricted only to authorized personnel by means of an additional locking mechanism on the cabinet door.
- b. **Climate Control**. Equinix controls the climate in the colocation area to ensure a predictable and consistent environment as follows:
 - i. **Temperature** – Temperature is controlled to be between 18 C (64.4 F) and 27 C (80.6 F).
 - ii. **Relative Humidity** – Relative Humidity is controlled to be between 25% and 65%.
- c. **Electrical Power**. Equinix has designed electrical power delivery systems to provide an uninterrupted supply of electrical power through various primary and secondary supply mechanisms. For electrical power delivery to the Licensed Space, Customer may choose between the following configurations:
 - i. **Non-Redundant Power** – Electricity delivered via one (1) power circuit.
 - ii. **Redundant Power** – Electricity delivered via two (2) power circuits from two different power busses.
- d. **Cross Connects**. Cross Connects permit Customers to connect their equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX or between IBXs on a single Equinix campus. Cross Connects are available in multiple media types.

2. **Availability and Credit Remedies**

- a. **Electrical Power**
 - i. **Redundant Power at 99.999+% availability**. This is met by achieving less than twenty six (26) seconds of Unavailability over a calendar month period ("Redundant Power SLA Threshold") per cabinet. For the purposes of this paragraph, a Redundant Power circuit pair is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power. Subject to Section 3, if Unavailability exceeds the Redundant Power SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the number of affected Cabinets multiplied by the average power MRC per Cabinet (i.e. total power MRC divided by the total number of Cabinets) ("Loaded Cabinet MRC"). Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Redundant Power SLA Threshold.
 - ii. **Non-Redundant Power at 99.99+% availability**. This is met by achieving less than four (4) minutes of Unavailability over a calendar month ("Non-Redundant Power SLA Threshold") per cabinet. For the purposes of this paragraph, a Non-Redundant Power circuit is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power. Subject to Section 3, if Unavailability exceeds the Non-Redundant Power SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Non-Redundant Power SLA Threshold.
- b. **Climate Control**
 - i. **Temperature at 99.99+% availability**. This is met by achieving less than four (4) minutes of Unavailability over a calendar month ("Temperature SLA Threshold") per cabinet. For the purposes of this paragraph, Temperature is considered Unavailable when the temperature drops below 64.4 F (18 C) or exceeds 80.6 F (27 C). Subject to

Section 3, if Unavailability exceeds the Temperature SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Temperature SLA Threshold.

- ii. Humidity at 99.99+% availability. This is met by achieving less than four (4) minutes of Unavailability over a calendar month ("Humidity SLA Threshold") per cabinet. For the purposes of this paragraph, Humidity is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). Subject to Section 3, if Unavailability exceeds the Humidity SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Humidity SLA Threshold.

c. Cross Connects

- i. Cross Connect at 99.99+% availability. This is met by achieving less than four (4) minutes of Unavailability over a calendar month ("Cross Connect SLA Threshold") per Cross Connect. A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connects fails and the endpoints of the Cross Connect are not able to maintain a communication connection due to such failure. Subject to Section 3, if Unavailability exceeds the Cross Connect SLA Threshold, Customer will be entitled to a credit equal to the MRC for the affected Cross Connect.
- ii. Cross Connect Provisioning Intervals. Upon Equinix acceptance of valid Customer request, Equinix will install additional Cross Connects into Customer's existing Licensed Space as follows:

Cross Connect Type	Number of Cross Connects	Provisioning Interval	SLA Credit
Plus	Up to 3 per day	3 Business Days	100% NRC
Premium	Up to 3 per day	24 Hours	100% NRC

Note: These intervals only apply to IBXs listed here: <http://www.equinix.com/resources/product-documents/equinix-ibx-classification/>.

3. General

Notwithstanding anything to the contrary in this SLA or the Agreement the following provisions apply to all Licensed Space and Services: The credits set forth in this attachment are Customer's sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month the maximum credit to which Customer shall be entitled will not exceed the MRC for such Licensed Space or Service. All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability is measured from Customer's notification to Equinix of the incident to the time the Unavailability has been remedied as confirmed by Equinix. For avoidance of doubt, Equinix measures Temperature and Humidity Unavailability between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet. Customer shall not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: acts of God, war or acts of terrorism, labor strikes or other labor action, fire, flood, earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, riot or civil unrest, official orders from judicial, law or civil authorities, scheduled maintenance, Customer's equipment, actions or inactions of Customer or its representatives, actions or inactions outside of Equinix's reasonable control; or if Customer does not request a credit from Equinix in writing at the appropriate country contact within seven (7) days after the incident entitling Customer to a credit has been remedied. For questions or support please work with your authorized Equinix Sales Representative or the Equinix Service Desk in your region.

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: Equinix Inc. for ongoing services at NAP of the Americas and MI3 facilities.

Funding Source(s):

Fund Code	Fund Code Description
661	Federal Level 4* (30%)
602	Other Restricted Fund (70%)

*The National Science Foundation has provided support for the establishment and operation of the AMPATH Exchange Point at the Equinix facilities, NAP of the Americas and MI3. The support has allowed FIU to establish contracts with Research & Education Networks (RENS) in the Caribbean and Latin America to establish R&E connections with domestic U.S. RENS. In turn, these contracts provide continuous support of established AMPATH services. The NSF has recently provided additional support for improving and expanding AMPATH capabilities at the Equinix facilities and will be included for review for this request.

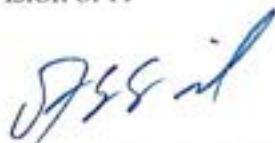
This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:
Robert Grillo
7FDFAAAE11AAM

2/10/2022

Robert Grillo, Vice President and CIO
of Division of IT

Date



2/10/2022

Andres Gil, Vice President for Research and
Economic Development

Date

DocuSigned by:
Aime Martinez
05598607303448F

2/11/2022

Aime Martinez, Interim Vice President and
Chief Financial Officer

Date

DocuSigned by:
C
7E5CB0F9E1654F6

2/11/2022

Carlos B. Castillo, General Counsel

Date

Kenneth A. Jessell
Kenneth A. Jessell, Interim President

2-18-2022
Date

Financial Summary Overview ¹

FY 2021-22

(\$ in millions)

Revenue / Receipts

University

Educational and General (net) ²	\$	347.7	\$	347.1	(0.6)	0%
University		317.4		316.2	(1.2)	0%
College of Medicine		30.3		30.9	0.6	2%
FIU Self-Insurance Program		0.4		0.4	(0.1)	-13%
Auxiliary Enterprises		159.2		152.4	(6.8)	-4%
Intercollegiate Athletics		18.1		18.6	0.5	3%
Activities and Service		14.9		15.0	0.1	1%
Technology Fee		8.4		8.5	0.1	1%
Board Approved Fees		0.2		0.1	(0.1)	-44%
Contracts and Grants		123.7		103.8	(19.9)	-16%
Student Financial Aid		156.1		129.1	(27.0)	-17%
Concessions		0.2		0.2	-	0%

Direct Support Organizations

FIU Athletic Finance Corp.		3.2		3.7	0.5	16%
FIU Foundation Inc.		19.1		27.6	8.5	45%
Contributions for University Support		17.5		25.8	8.3	47%
Contributions and Operating Revenues		1.6		1.8	0.2	13%
FIU Health Care Network		4.7		6.0	1.3	29%
FIU Research Foundation		-		-	-	0%

Interfund Adjustments ³		(7.0)		(7.0)	-	0%
------------------------------------	--	-------	--	-------	---	----

Total Operating Revenues	\$	848.9	\$	805.5	(43.4)	-5%
---------------------------------	-----------	--------------	-----------	--------------	---------------	------------

University: Treasury (net) &						
Contracts & Grants		6.6		7.7	1.1	17%
FIU Foundation Inc.		11.0		26.8	15.8	144%

Total Investment Revenues	\$	17.6	\$	34.5	\$	16.9	96%
----------------------------------	-----------	-------------	-----------	-------------	-----------	-------------	------------

Total Revenues / Receipts	\$	866.5	\$	840.0	(26.5)	-3%
----------------------------------	-----------	--------------	-----------	--------------	---------------	------------

Expenses

University

Educational and General (net)	\$	286.4	\$	268.5	\$	17.9	6%
University		261.3		247.2		14.1	5%
College of Medicine		25.1		21.3		3.8	15%
FIU Self-Insurance Program		0.2		0.1		0.1	50%
Auxiliary Enterprises		110.5		100.1		10.4	9%
Intercollegiate Athletics		15.4		14.1		1.3	8%
Activities and Service		10.2		7.9		2.3	23%
Technology Fee		6.9		3.4		3.5	51%
Board Approved Fees		0.1		0.1		-	0%
Contracts and Grants		119.1		105.3		13.8	12%
Student Financial Aid		137.7		133.2		4.5	3%
Concessions		0.5		0.5		-	0%

Direct Support Organizations

FIU Athletic Finance Corp.		1.3		1.2		0.1	9%
FIU Foundation Inc.		26.4		25.5		0.9	4%
University Program Support		20.5		21.3		(0.8)	-4%
Operating Expenses		5.9		4.2		1.7	30%
FIU Health Care Network		2.7		2.9		(0.2)	-7%
FIU Research Foundation		-		0.0		(0.0)	0%
		-		-		-	0%

Interfund Adjustments ³		(7.0)		(7.0)		-	0%
------------------------------------	--	-------	--	-------	--	---	----

Total Expenses		710.4		655.8		54.7	8%
-----------------------	--	--------------	--	--------------	--	-------------	-----------

Principal Payment of Debt ⁴		-		-		-	0%
--	--	---	--	---	--	---	----

Change in Net Assets (incl. Investments)	\$	156.0	\$	184.2	\$	28.2	18%
---	-----------	--------------	-----------	--------------	-----------	-------------	------------

Change in Net Assets (excl. Investments)	\$	138.4	\$	149.7	\$	11.3	8%
---	-----------	--------------	-----------	--------------	-----------	-------------	-----------

Florida International University
Financial Summary Overview¹
FY 2021-22 as of December 2021

Financial Highlights:

Real Timing

Operations - By Fund and Direct Support Organization

Educational and General Variance: Revenues \$-0.6M, Expenses \$17.9M

I. University (ex-College of Medicine) Variance: Revenues \$-1.2M, Expenses \$14.1M

Operating Revenues

State Appropriations:

- Higher pass-through distribution to cover increased risk management insurance premiums, \$0.5M

0.5 -

Tuition:

- Undergraduate base: student credit hour enrollment is 2,030 FTE or 8.1 percent below target; associated net tuition revenues are below plan mainly due to lower than anticipated student credit hour enrollment in transfer students.
- FIU Fully Online: higher net tuition revenues mainly due to better than planned enrollment, 941 FTE or 32.3 percent.
- Dual Enrolled: student credit hour enrollment is lower than target by 341 FTE or 21.4 percent; positive revenue variance from unbudgeted revenues from in-state fee for on-campus dual enrolled students - tuition for off-campus, dual enrolled students is waived by statute; timing variance due to lower than anticipated enrollment of high school dual enrolled students which will be offset by mandatory waivers recorded in the third quarter.
- Shorelight Enrollment (international students): 18.5 percent or 87 FTE higher than budgeted enrollment; however, lower net tuition revenue is due to less than planned progressed students.
- Tuition differential: below target as lower student credit hour enrollment is somewhat offset by lower than anticipated prepaid contract exclusions.
- Graduate and Professional: student credit hour enrollment above target by 1.8 percent or 74 FTE; associated net tuition revenues above target mainly due to higher enrollment in all programs except Nursing.
- Other: Lower disaster relief and regulatory waivers, \$2.1M, lower financial aid allocations, \$0.5M, lower incidental fees, (\$0.2M), and higher bad debt, (\$0.2M); offset by timing of waivers and allocation of appropriation to cover Select STEM waiver (\$1.2M).

(7.3) 0.3

5.1 -

0.5 (1.2)

(0.3) -

(1.4) -

1.7 -

2.2 (1.2)

Total Revenues Variance

\$ 0.9 \$ (2.1)

Operating Expenses:

The favorable expense variance of \$14.1M is comprised of real savings of \$7.1M and timing of \$7.0M. Real savings of \$7.1M are mainly due to one-time personnel leave paid out of the fringe benefit pool, \$3.5M; vacant positions, \$3.4M; and other in-unit savings, \$0.7M; offset by higher risk management insurance premium, (\$0.5M). The timing variance of \$7.0M is driven by delays in spending on plant operations and maintenance and utilities, \$3.6M; and timing of other in-unit operating expenses such as marketing, equipment and service purchases, and temporary personnel, \$3.4M.

\$ 7.1 \$ 7.0

II. College of Medicine Variance: Revenues \$0.6M, Expenses \$3.8M

Net tuition revenue is higher than target due to higher than anticipated enrollment and less waivers and bad debt.

\$ 0.6 \$ -

Savings mainly from vacant positions, \$2.9M, and operating expenses such as travel, materials and supplies, and cancelled contracts, \$0.2M; timing variance of \$0.7M due to later than anticipated payment of various contracts, subscriptions, and services.

\$ 3.1 \$ 0.7

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

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

\$ (0.1) \$ -

Unfavorable operating expense variance of \$56K due to later than anticipated program administration charges.

\$ - \$ 0.1

Auxiliary Enterprises Variance: Revenues \$-6.8M, Expenses \$10.4M

Revenues are below plan mainly due to timing, (\$7.6M), offset by real increases of \$0.8M. The unfavorable timing variance of \$7.6M is due to delays in registering students and billing of distance learning fees, (\$3.7M); receipt of tuition from the Chaplin School of Hospitality and Tourism Management Marriott Tianjin China program, (\$1.2M); delays in construction services reimbursement and shared services fee revenue, (\$2.1M); delays in billings for the PantherTECH computer store, (\$2.0M); offset by earlier than anticipated revenues for Division of Information Technology services associated with the Tamiami Hall Housing project, \$0.8M, and the South Beach Wine and Food Festival, \$0.6M. The favorable, real variance of \$0.8M is due to higher occupancy in Housing, \$0.8M, higher enrollments in academic auxiliary programs, \$0.6M, along with higher revenues in other auxiliaries, \$0.9M ; offset by lower revenues in recharge centers, (\$0.8M), and parking and student health fees due to lower student headcount enrollment, (\$0.7M).

\$ 0.8 \$ (7.6)

Florida International University
Financial Summary Overview¹
FY 2021-22 as of December 2021

Financial Highlights:

Real Timing

Expenditures are below budget primarily due to real savings of \$5.1M and timing of expenditures of \$5.3M.

The real expense savings of \$5.1M are due to vacant positions across all auxiliaries. The timing variance of \$5.3M is mainly due to delays in services provided for the Canvas platform and later than planned marketing and advertising campaigns for FIU Online, \$5.2M, and timing of various other expenses, \$0.1M.

\$ 5.1 \$ 5.3

Intercollegiate Athletics Variance: Revenues \$0.5M, Expenses \$1.3M

Revenues are above target by \$0.5M. The real favorable variance of \$0.1M is driven by unbudgeted revenues for prior year sponsorship and ticket sales, \$0.4M, offset by lower athletic fee revenues due to lower student credit hour and headcount enrollment, (\$0.3M). The timing variance of \$0.4M is mainly due to later than anticipated entry for the athletic fee waiver for high school dual enrolled students, \$0.3M, and earlier than anticipated receipt of other athletics revenues, \$0.1M.

\$ 0.1 \$ 0.4

Expenditures are lower than budget mainly due to timing, \$1.4M, offset by real higher expenses, (\$0.1M). The timing variance is due to later than planned team travel and scholarship expenses, and pending Conference USA membership payment, \$1.4M. Higher real expenses are due to unbudgeted moving allowances, coach payout, and purchase of a communication system for the football program, offset by savings in travel expenses and temporary employees, (\$0.1M).

\$ (0.1) \$ 1.4

Student Activity and Service Variance: Revenues \$0.1M, Expenses \$2.3M

Operating revenues are \$0.1M below plan mainly due to an unfavorable real variance of \$0.2M, offset by timing due to the later than anticipated entry for the activity and service fee waiver for high school dual enrolled students, \$0.3M. The unfavorable real variance is due to lower Student Activity and Service Fee revenues from lower student credit hour enrollment, (\$0.3M), offset by higher than anticipated orientation fees, \$0.1M.

\$ (0.2) \$ 0.3

Expenses are below target primarily due to savings related to vacant positions, less temporary personnel and other expenses, mainly in student centers and buildings, \$2.1M; and timing of other expenses mainly in student centers and buildings and student groups and clubs, \$0.2M.

\$ 2.1 \$ 0.2

Technology Fee: Revenues \$0.1M, Expenses \$3.5M

Technology fee revenues are above target due to later than anticipated entry for the technology fee waiver for high school dual enrolled students.

\$ 0.0 \$ 0.1

Expenses are below target due to delays in projects which are being caused by nationwide delays in shipping of equipment.

\$ 0.0 \$ 3.5

Board Approved Fees: Revenues \$-0.1M, Expenses \$0M

Revenues are below plan by \$140K or 79 percent, due to less than anticipated students reaching the new, minimum, eligibility threshold of seventy credit hours to be assessed the Bar Test Prep Fee. The prior minimum threshold was sixty credit hours.

\$ (0.1) \$ -

Expenses are \$20K or 29 percent higher than budget due to unbudgeted temporary employees and payments related to the prior fiscal year, (\$0.1M), offset by later than anticipated payments to third-party test prep vendors, \$0.1M.

\$ (0.1) \$ 0.1

Contracts and Grants Variance: Revenues \$-19.9M, Expenses \$13.8M

Sponsored Research:

The unfavorable variance in revenues of \$14.7M is due to unbudgeted reimbursements from the National Forensic Science Technology Center (NSFTC), \$0.9M, offset by timing variances of (\$15.6M) associated with the Higher Education Emergency Relief (HEERF) reimbursements which were projected at \$28.9M through the second quarter.

\$ 0.9 \$ (15.6)

Expenditures are below budget by \$7.8M mainly due to timing of HEERF expenses, \$15.8M, which were projected at \$26.8M through the second quarter. The unfavorable real variance of \$8.0M is due to higher than expected commitments against Facilities and Administrative (F&A) returns spent by the colleges, units, centers, and researchers, (\$9.5M); offset by lower expenses on federal sponsored projects, \$0.9M, and state sponsored projects, \$0.6M.

\$ (8.0) \$ 15.8

Florida International University
Financial Summary Overview¹
FY 2021-22 as of December 2021

Financial Highlights:

Real Timing

External Contracts:

Revenues are under plan by \$5.2M. The timing variance, (\$3.2M), is primarily due to delays in receiving DSO reimbursements due to timing of expenses. The real variance, (\$2.0M), is driven by lower DSO reimbursements commensurate with savings in DSO reimbursement expenses in Academic Affairs and from vacant positions, mainly in University Advancement.

\$ (2.0) \$ (3.2)

Expenses are below budget by \$6.0M, of which \$0.6M are savings as a result of vacant positions and \$5.4M is due to timing. The timing variance is mainly due to delays in expenses to be reimbursed by DSO's, later than budgeted scholarships and other operating expenses by the Herbert Wertheim College of Medicine Clinical Activities, and delays in expenses associated with the Center for Internet Augmented Research and Assessment (CIARA).

\$ 0.6 \$ 5.4

Student Financial Aid Variance: Revenues \$-27M, Expenses \$4.5M

Student financial aid revenue is below target by \$27.0M or 17 percent. The majority of the variance is due to timing of revenues, (\$26.9M), mainly due to later than anticipated disbursements from the state for Bright Futures awards (\$13.4M); delays in receiving Florida Student Assistant Grant (FSAG) funds, (\$12.1M); later than anticipated disbursements and resulting lower reimbursements from the Higher Education Emergency Relief Funds (HEERF) grant program, (\$1.6M); offset by earlier than anticipated receipt of various other financial aid, \$0.2M. The unfavorable, real variance of \$0.1M is due to less students eligible for Bright Futures awards, (\$1.0M), and Pell Grant awards, (\$0.2M); lower institutional aid revenues from lower enrollment and resulting lower tuition differential and base revenues, (\$0.2M); offset by higher than anticipated donor-related scholarships, \$0.9M, and higher Federal Work Study (FWS) revenues due to prior year revenues received in the current year, \$0.4M.

\$ (0.1) \$ (26.9)

Student financial aid expense is below target by \$4.5M or 3 percent. This variance is mostly due to timing, \$3.6M, of later than anticipated disbursements from the Florida Student Assistance Grant (FSAG), \$2.9M, Higher Education Emergency Relief Funds (HEERF) grant program funds, \$0.9M, institutional aid, \$0.6M, and other financial aid, \$0.2M; offset by earlier than anticipated FWS expenses, (\$0.9M). The favorable real variance of \$0.9M is driven by lower Bright Futures due to less eligible students, \$1.0M; less institutional aid due to lower tuition revenues, \$0.3M; and less Pell Grant awards, \$0.2M; offset by higher donor-related scholarship expenses, (\$0.6M).

\$ 0.9 \$ 3.6

The negative change in net position of \$3.5M is \$21.9M below target and is mainly due to later than anticipated reimbursement of Florida Student Assistance Grant (FSAG) and Bright Futures awards from the state.

Concessions Variance: Revenues \$0M, Expenses \$0M

Operating revenues are \$15K or 8 percent above target. This real revenue variance is comprised of higher than anticipated vending commissions, \$28K, offset by lower Housing laundry vending commissions as laundry rooms were closed for repairs, (\$13K).

\$ 0.0 \$ (0.0)

The unfavorable variance against budget of \$25K is mainly due to a real, unfavorable variance, (\$134K), offset by timing of various university events, \$109K. The real, unfavorable variance is due to an unbudgeted work of art in public spaces which was committed in prior years (\$126K); higher than anticipated spending out of Housing laundry commissions on student-related events such as a student housing move-in events, (\$14K); offset by lower than anticipated vending operations overhead charges, \$6K.

\$ (0.1) \$ 0.1

FIU Athletic Finance Corp. Variance: Revenues \$0.5M, Expenses \$0.1M

Operating revenues are above plan by \$0.5M or 15 percent due to higher than planned sky suite, rental and other revenues.

\$ 0.5 \$ 0.0

The favorable variance in operating expenses is mainly due to lower than budgeted game expenses, offset by higher custodial services costs.

\$ 0.1 \$ (0.0)

FIU Foundation Inc. Variance: Revenues \$8.5M, Expenses \$0.9M

The favorable revenue variance is driven by timing of cash contributions, \$8.3M, and higher annual revenues and fees, \$0.3M.

\$ 0.2 \$ 8.3

The favorable expense variance of \$0.9M is due to real savings of \$0.2M and timing of \$0.7M. The real savings of \$0.2M are due to salary and travel expense savings in Foundation operations, \$0.3M, offset by higher than budgeted scholarship and program expenses in support of the university, (\$0.1M). Savings due to timing of \$0.7M are mainly in Foundation operating expenses, \$1.4M, offset by earlier than anticipated capital project expenses in support of the university, (\$0.7M).

\$ 0.2 \$ 0.7

Florida International University
Financial Summary Overview¹
FY 2021-22 as of December 2021

Financial Highlights:

Real Timing

FIU Health Care Network Variance: Revenues \$1.3M, Expenses \$-0.2M

Operating revenues are \$1.3M higher than plan due to higher enrolled students in the Office of International Affairs (OIA) and International Visiting Medical Student (IVMS) programs. \$ 1.3 \$ -

Expenses are \$0.2M higher than planned due to additional contracted services as a result of higher than anticipated enrollments in the OIA and IVMS programs. \$ (0.2) \$ 0.0

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

Operating revenues are on target. \$ - \$ -

Operating expenses are on budget. \$ (0.0) \$ -

Net Investment Returns: \$16.9M

University Treasury investments fiscal year-to-date returns are 1.6 percent or \$8.3M. Net investment revenues of \$7.6M are above plan by \$1.0M or 17 percent due to higher average balances; comprised of \$4.6M of investment earnings, \$3.7M of unrealized gains, and Treasury operating expenses of \$0.7M. Additionally, investment income and unrealized gains in Contracts & Grants, related to a National Institutes of Health grant invested as an endowment with the Foundation, are \$32K below target.

Foundation investments fiscal year-to-date gains are at 7.2 percent or \$26.8M, generating a favorable variance of \$15.8M. Investment returns for the full fiscal year were budgeted at 6.0 percent, or \$22.1M.

Principal Payments of Debt: \$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.

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
March 3, 2022

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

Fundraising Report

FIU Foundation, Inc. Unaudited Preliminary Recap Through the Period Ended December 31, 2021 (in thousands)			
	Budget	Actual	Variance
Revenues	\$414	\$534	\$120

- Favorable variance YTD due to unbudgeted donations for Women’s Facilities.

Athletics Finance Corporation

FIU Athletics Finance Corporation Unaudited Preliminary Recap Through the Period Ended December 31, 2021 (in thousands)			
	Budget	Actual	Variance
Revenues	\$3,228	\$3,704	\$477
Expenses	\$786	\$667	\$120

- Year-to-date Net Income excluding debt service interest and principal was \$3M.
 - Primary drivers include:
 - Favorable revenues due to suite sales for FIU Home Football games and 1.4M guarantee from Texas Tech. These higher revenues helped offset lower Athletic Fee Support which is down due to enrollment.
 - We do not foresee any issues with meeting debt coverage covenant requirement for June 30, 2022.



THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
Finance and Facilities Committee
Business Services Report as of December 31, 2021

HIGHLIGHTS AND NEW SERVICES

Fall 2021 continued the repopulation efforts with off-campus courses, and a phased remote working environment resulting in a noticeable positive shift in on-campus population. Food venues opened in 2021 matched and exceeded venues opened in 2019. Based on dining sales and ticket counts, dining sales were approximately 73% when compared to Fall 2019, due to current on-campus presence. The Office of Business Services (OBS) continues to compare traffic counts to pre-pandemic levels in order to promote the opening of additional venues and services and expanding hours of operation. Through the first half of this fiscal year, 33 dining venues reported sales as compared to 32 venues during the same period two years prior. More food venues are slated to open in the spring term.

Repopulation Taskforce

Compliance with COVID-19 guidelines is of the utmost importance. OBS continues to closely monitor FIU business partner venues as extended nationwide labor shortage and supply-chain challenges are impacting their operations. Service hours were expanded with a targeted opening of all venues as soon as the labor force is fully restored. In-location job fairs, hosted by Chartwells for Chili's and Panera, were attended by 117 applicants. As a result, 60 job offers were extended. ShopFIU also lent its support to our business partners via social media channels to promote jobs on the shop.fiu.edu/jobs page. Communication mediums include email, social media, and the shopFIU campus digital advertising network.

COVID-19 Vaccination Initiative and Rewards Program (VAX Bucks)

OBS collaborated with FIU Health Services with the launch of the One Card incentive vaccinations and rewards program. All students, faculty and staff who wished to participate were eligible to receive a \$150 FIU One Card incentive payment if they submitted proof of vaccination demonstrating that they obtained the first vaccine dose of the Pfizer or Moderna vaccine between August 25, 2021 and September 30, 2021 and completed their vaccine series by October 31, 2021 or received the single dose Johnson & Johnson vaccine and received it by September 30, 2021.

Students, faculty and staff who were fully vaccinated before August 25, 2021 were invited to participate in a raffle for 300 incentive payments of \$150 each. Recipients of the \$150 incentive payment were able to use their funds anywhere FIU Cash is accepted, such as dining vendors, retail and service locations. A total of \$281,000 VAX were issued to 1,934 eligible participants.

Office of Business Services

*11200 SW 8th Street * DC 121 * Miami, FL 33199 * Tel: (305) 348-2187 * Fax: (305) 348-2832 * Web: obs.fiu.edu*



OBS Marketing

Recent orientations provided valuable insight and opened new avenues in terms of virtual touchpoints and enhanced, targeted communications. The shopFIU marketing team is working diligently to fine-tune our marketing plans for the FY 22-23 orientation season. Currently, the team is working closely with the Office of Orientation to ensure orientation marketing initiatives are efficient and reaching core targets most effectively. The goal is to reduce redundancies using metrics-based insights to inform the marketing planning process.

ShopFIU, Wells Fargo and FIU's Office of Financial Planning will be hosting a workshop series called "Money Matters". The workshops will kick off in February and take place on Wednesday evenings at 5 PM. Workshops are open to all students, faculty, and staff. They will cover topics such as budgeting, first time homebuying, investing and credit.

The Office of Business Services has re-branded the graphics at the exterior of PG 5. New graphics were installed over the holiday break with the current FIU Real campaign color scheme, Panther Pride and a panel thanking the "Real Heroes" of FIU who have worked to get our community through the pandemic.

FIU One Card

Since the implementation of remote photo upload, the FIU One Card office has seen shorter lines and increased efficiency in providing new students, faculty and staff their University identification cards. Approximately 70% of new students take advantage of the photo upload process allowing them to pick up their FIU One Cards at express pick up stations. This decreases customer wait time and eliminates a crowded office and the potential to spread COVID-19.

Retail Banking

The Office of Business Services is in the process of completing a competitive solicitation for retail banking services at FIU. The current contract with Wells Fargo will be expiring in February 2022. OBS looks to have a new five-year deal (with an additional optional five years) complete early in the Spring semester.

Office of Business Services

11200 SW 8th Street * DC 121 * Miami, FL 33199 * Tel: (305) 348-2187 * Fax: (305) 348-2832 * Web: obs.fiu.edu

Construction Update

At the Modesto A. Maidique Campus (MMC), the University community enjoyed an enhanced Jamba Juice, Pollo Tropical, Sergio's, Subway, Café Bustelo, the new Pincho Factory, and the Chili's outside patio renovation with a walkway to SASC. Cabana, a unique Caribbean concept developed for FIU opened in late Fall 2021. Also, Half Moon Empanadas added outdoor quick service kiosks to the GL breezeway and the Chemistry and Physics alcove.

The dedicated residential dining venue and the Riccardo Silva Stadium kitchen projects are in the planning phases. Recently approved by the Florida International University Board of Trustees, the Stadium Kitchen project architectural drawings were completed and are currently under review for State Fire Marshall and building code approvals. Construction is slated to commence mid-Spring with a completion estimated for Fall 2022.

OBS and Chartwells Food Service have plans to introduce an Auntie Anne's and Cinnabon franchise in PG-5. We are excited to bring an additional venue to meet the demand for snacks between mealtimes.

The Biscayne Bay Campus (BBC) community favorably welcomed a new Vicky Café in AHC1 and new Chick-Fil-A which included a contact-less cashier concept.



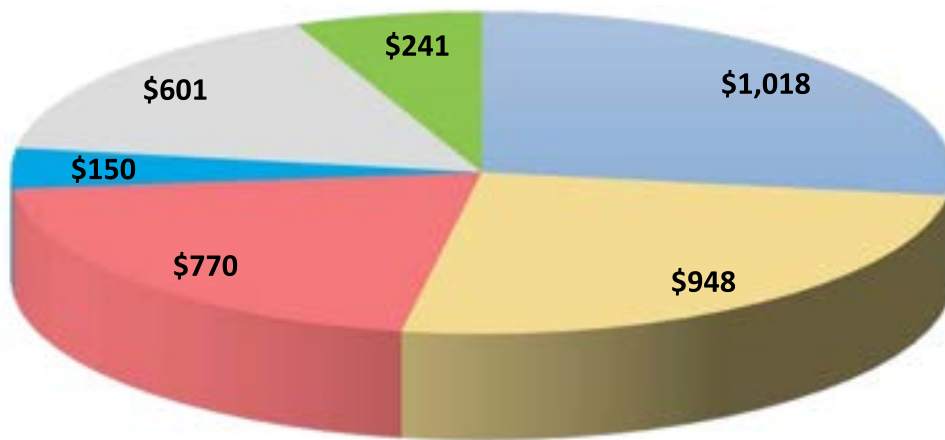
Office of Business Services

11200 SW 8th Street * DC 121 * Miami, FL 33199 * Tel: (305) 348-2187 * Fax: (305) 348-2832 * Web: obs.fiu.edu

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 \$3.7M
through Dec. 31, 2021 (in \$000s)



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

Revenue: Through the second quarter ended December 31, 2021, OBS managed sales operations of \$19.1M, representing \$3.7M in revenue and support to FIU.

FOOD SERVICES

Chartwells and Vicky's Café continue to provide an excellent and safe food operation for the on-campus population. There were 33 venues open in fall 2021, which matched pre-pandemic levels. Additional dining favorites such as Panera Bread and Moe's are slated to open in the spring term.

Food Services sales of \$8.9M generated revenue to FIU comprised of \$1M in commissions. This volume-driven variance is mainly due to the temporary closure of food venues because of the reduced on-campus population when compared to prior year.

Budget -v- Actual		Variance	Prior Year -v- Actual		Variance	Variance Drivers	
						Price	Volume
\$7.0M	\$8.9M	\$1.9M				-\$1.0M	\$2.9M
			\$1.7M	\$8.9M	\$7.2M	\$2.7M	\$4.5M

BOOKSTORE

Bookstore sales of \$7.4M generated revenue to FIU comprised of \$947K in commissions and support. Full services offered at MMC included online sales and curbside pick-ups to ensure customer safety. BBC bookstore re-opened at the start of summer A.



As part of the Textbook Affordability initiative, Barnes & Noble and FIU implemented the First Day opt-out program, known as the FIU Panther Book Pack. Our strong partnership and alignment in initiatives, such as these, helped FIU launch one of the largest and most affordable innovative access programs in the nation . FIU is now the first in the Florida State University System to have launched this immense affordability measure for its undergraduate population. For more information visit <https://shop.fiu.edu/bookpack-2>.

VENDING

Vending sales of \$451K generated revenue and support to FIU of \$150K in commissions and support. Vending sales affect FIU's concession fund which is used for initiatives such as student-sponsored and University-wide events. FIU will be funding a large portion of this year's commitments from the accumulated fund balance in the concession fund.

Pepsi Co.

Beverage vending sales commissions of \$88K are ahead of plan and prior year by 27% and 444%, respectively. There are 137 machines across MMC, BBC, and the Engineering Center (EC). Annual case volume contractual thresholds were not met last year thereby reducing annual pouring rights by -85% and OBS is monitoring case volume sales this year.

Right Choice

Snack vending sales commissions of \$62K are ahead of plan and prior year by 17% and 268%, respectively. There are 101 snack vending machines across MMC, BBC, and EC.

RETAIL OPERATIONS

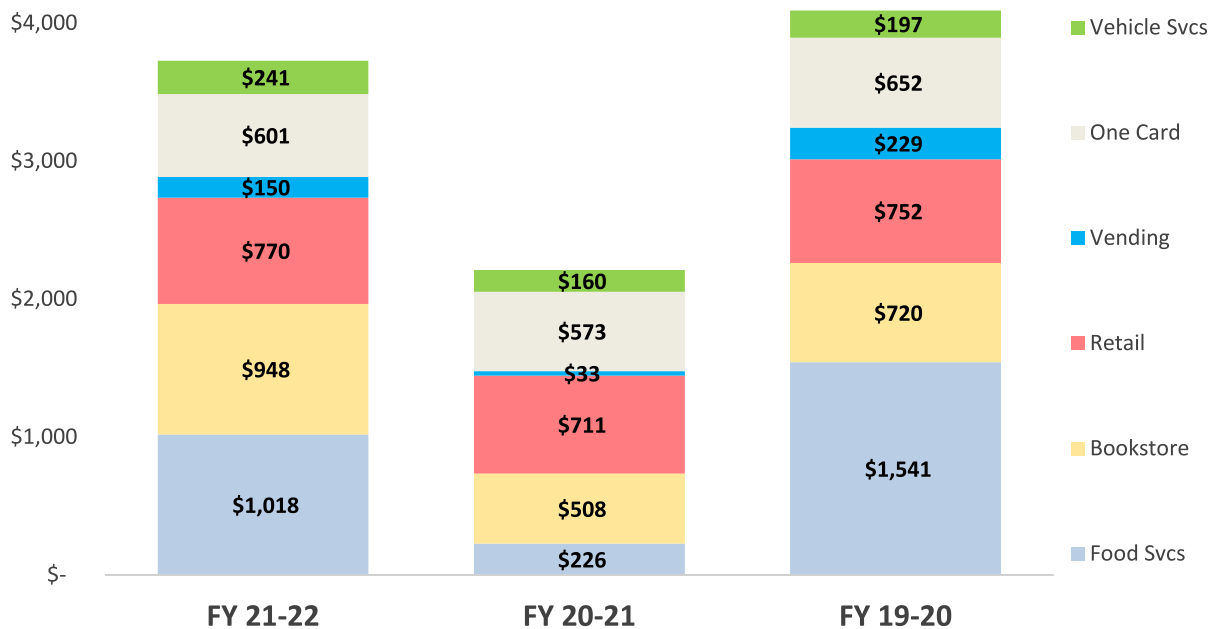
Retail operations sales of \$751K generated commissions of \$33K, while license fees, sale of services, and support revenue were \$737K. This combined retail revenue of \$770K was ahead of plan by 6% and the prior year by 8%.

Rental income of \$705K is 3% ahead of plan and 2% from prior year, mainly from contract renewals. OBS manages 18 internal and external users across MMC and BBC and continues exploring opportunities for expansion in PG-6.

Commissions and support from retailers of \$33K are ahead of plan and prior year by 52% and 153%, respectively, as campus foot traffic continues to increase since the pandemic-driven transition to remote learning and work environments of prior semesters.

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

3 year Comparison of YTD Revenue \$3.7M through Dec. 31, 2021 (in \$000s)



Through the second quarter ended December 31, 2021, \$19M in sales generated revenue and support to FIU of \$3.7M.



**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
March 3, 2022**

EMERGENCY MANAGEMENT STATUS REPORT AS OF JANUARY 27, 2022

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

FIU Alert Emergency Notification System Test

The spring test of FIU Alert will be conducted in the beginning of February, 2022 and a summary report will be provided in the next report.



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
March 3, 2022

FACILITIES AND CONSTRUCTION UPDATE AS OF FEBRUARY 4, 2022

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

Projects Completed

None during this reporting period.

Projects under Construction

- **PG-5 Emergency Operations Center Expansion (BT-923)** - \$8.3M E&G-CF, Auxiliary, and Treasury funded project budget. A/E – PGAL; CM – Biltmore. The expansion has added 10,669 square feet of occupied space and renovated 2,140 square feet on the second floor of PG-5 adjacent to the existing space utilized by FIU Police and Emergency Management. It now provides a large emergency operations center, food storage, service operation areas, equipment storage, offices, conference rooms, and meeting breakout rooms. The renovated space is reconfigured to provide a locker room, showers, laundry service space, and offices that are needed during emergency events. All work is complete. A Temporary Certificate of Occupancy (TCO) was issued on October 21, 2021 and occupants have moved in. The Certificate of Occupancy is contingent upon passing a final inspection, to be scheduled when all punch list work is completed. A four-week delivery delay of fire proofing material required to cover garage expansion joints has pushed punch list completion to the end of February. Delivery date: February 2022.
- **Tamiami Hall (formerly Parkview II Housing) (BT-892)** - \$98.5M project consisting of \$91.6M bond proceed and Housing Auxiliary funding for the building, \$3.9M Auxiliary Shared Services Fee for road and utility relocation, and \$3.0M in FY21-22 CITF funding allocated to the Promenade. A/E – Perkins+Will (P+W); CM – Moss & Associates. The project includes construction of a new 697 private bedroom style residence hall (299,530 gsf) on the Modesto A. Maidique campus (MMC). Roof work and exterior glazing is complete. Interior finish work in the hallways and units continues in various stages of completion per floor. S.W. 17th Street road curbing, gutters, and the first lift of asphalt were installed in December 2021. Hardscape work,

irrigation, and landscaping work continues on the south side of the building to expedite use of the road. The drainage structures on the north side have been installed and final grading of the building fire lane is in progress. \$3.0M in FY21-22 CITF funding has been allocated for the Tamiami Hall Promenade. The total project cost for the promenade, improved stadium connection, and walkways north of the lakes is \$3,524,381. After assigning those portions of the project to their appropriate funding sources within the Tamiami Hall project, all elements of the promenade project will be achieved. Delivery date for the building: April 2022. Delivery date for the sidewalk north of the lakes and stadium connection portions of the promenade: October 2022.

- **School of International and Public Affairs (SIPA) Phase II (BT-887)** - \$39.9M 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 \$147,795 E-Sport contribution (current shortfall: \$1,929,430, after all project contingency is applied, to be raised with additional private donations.) A/E - Harvard Jolly; CM - Thornton Construction. The project includes classrooms, conference facilities, offices, language and technology labs, negotiation and mediation facilities, experimental teaching space for SIPA, and offices, student technical support spaces, and E-SPORT Gaming for FIU Online. PECO funding for the project was received in June 2017 with the condition that all private funds be expended before any PECO monies. The Green Family Foundation accelerated its \$15M donation, completing the full amount in December 2018. In February 2021, the Ferré Family Foundation committed to a \$5,500,000 donation to establish the Maurice A. Ferré Institute for Civic Leadership which would include the Maurice A. Ferré Reading Room. \$2.0M of the \$5.5M donation is earmarked for construction. The final program was approved July 24, 2018, for an 84,858 gsf building, encompassing 48,445 gsf of built-out space (57%), including 14,563 gsf for FIU Online, leaving 36,413 gsf of shell space (43%) for future build-out when an additional \$4.95M in private funding was raised. \$1,651,752 in project contingency funding will be used to build out the fifth floor, leaving only 18,207 gsf of shelled space (22%) and a budget shortfall of \$1,929,430 to build out the remaining shelled spaces. Chilled water, fire protection piping, and HVAC ductwork installation is in progress. Precast concrete panel installation is complete and exterior glazing will finish by the end of February 2022. Roof work and the connection to the existing SIPA building will start in early February 2022. Construction documents for the build-out of the E-SPORT spaces have been reviewed by the State Fire Marshall and the CM will submit the GMP by February 17, 2022. Electrical panels and switchgear estimated delivery dates have slid from eight (8) weeks to 20 weeks. Media and telecommunications equipment delivery estimates have also increased by six (6) months jeopardizing delivery of the project in June 2022. The CM continues to work with their suppliers to try to reduce these lead times. Delivery date: December 2022 if current material delivery estimates hold.

- **International Center for Tropical Botany (ICTB) (BT-914) at The Kampong** - \$6.76M project consisting of \$5.96M in private donations and \$800k in CASE Auxiliary funds. CASE Auxiliary Funds will front \$1.8M in donations including the \$1.0M Millard gift. A/E – MC Harry; CM – Thornton Construction. The project will construct a new 16,553 gsf facility on a site immediately adjacent to the National Tropical Botanical Garden (NTBG) property in Coconut Grove to house educational, lab, and office spaces. The project was delayed for four (4) years as FIU negotiated with the City of Miami and neighbors on the terms of the warrant application and restrictive covenant agreement. One of the concerns with a four (4) year delay is the cost increase to the project. The final GMP from Thornton was incorporated into the contract via amendment on January 22, 2021 for \$5,490,354. This is approximately \$800K over the original \$4,769,084 construction budget established in April 2017. Interior wall framing and mechanical, electrical, and plumbing rough installations are ongoing. Roof trusses and decking have been installed. Windows and doors were installed in late January 2022, triggering the next \$350K Millard gift installment now that the building shell is complete. Per the covenant agreement with the neighbors, the dried-in building will allow the CM to continue interior work during weekend hours. Delivery delays for roofing insulation, aluminum exterior door frames, and electrical panels have pushed project completion back six (6) weeks. Delivery date: May 2022.

Projects in Design

- **CasaCuba (BT-925)** - \$34.3M project (increasing to \$48.8M after including the \$14.5M required maintenance endowment) based on private donations, and other philanthropic sources such as a \$750K National Endowment for the Humanities grant, and a \$2M Knight Foundation grant (\$1.2M received to date); \$4,549,019 raised to date. A/E – Rene Gonzalez & Associates (RGA); CM – Thornton Construction. The approved building program consists of a 57,876 gsf facility at the SW 16th Street entrance to MMC, including 40,400 gsf of auditorium and exhibition space; 5,500 gsf of classrooms; and 12,000 gsf of office, computer, and campus support space. The project will create a dynamic center hosting open lectures, academic conferences, digital exhibits and research presentations, engaging museums, historical societies, and other academic and cultural institutions through meaningful partnerships. CasaCuba will help preserve and showcase FIU’s wealth of Cuba-related intellectual and cultural resources for the benefit of the community, with a special emphasis on sharing and expanding its notable Cuba Collections. FIU has authorized RGA to contract with a cost consultant to determine whether the current scheme is within budget and to quantify market escalation costs. The Bosch Group submitted their cost analysis on January 14, 2022. The Florida International University Board of Trustees (BOT) has also authorized contracting with a construction manager to provide additional construction pricing support. The CM short-list meeting was held November 12, 2021. Interviews were conducted on December 13, 2021 and Thornton

Construction was selected and is now under contract. Thornton has reviewed the cost analysis from The Bosch Group and a meeting with the architect, The Bosch Group, Thornton Construction, and FIU was held on January 28, 2022 to discuss the analysis. Meetings to discuss strategies to bring the project within budget continue. Delivery date for 100% Design Development drawings: TBD.

- **Engineering Building (Phase I) (BT-919)** - \$60,407,641 project consisting of \$38,907,641 in PECO funding, \$9.5M in unrestricted Treasury Auxiliary funds, and \$12M in auxiliary and sponsored research with another \$15M earmarked for future build-out. A/E - Perkins+Will; CM - DPR Construction. The project is interdisciplinary focused on biomedical engineering covering the nexus of engineering, academic health sciences, computer science and robotics. It will construct a new 120,695 gsf engineering building at MMC that includes classrooms, teaching labs, study space, research labs, offices, and computer and instructional media spaces. The building will have 40% shell space intended to be built-out with private fundraising and sponsored research grant funding. The advanced schematic design submittal was submitted on January 21, 2022 and is under review. On January 28, 2022 a meeting with the Interim President, Provost, Office of Research and Economic Development, the College of Engineering, and the architect confirmed the current program, clearing the way forward into design development without additional program changes. Early-start site construction projected to commence in May 2022. Building completion and occupancy: Late 2023.
- **University City Prosperity Project (UCPP) (BT-904)** - \$14.9M TIGER Grant project budget; multiple funding sources. A/E - BCC Engineering; Builder - TBD. MCM is waiting for a final inspection from MDWASD for the sewer permit closure after receiving an approval letter from the City of Sweetwater on May 13, 2021 to close the permit. The water line as-built drawings omitted elevations required for MDWASD to close the open water permit. The water line will need to be uncovered so the as-built drawings can be completed. MCM has provided a site plan showing the exact location where the line will need to be uncovered. FIU has received bids from general contractors and is in coordination with the developer of The One at University City to perform the work. Regrading and installation of riprap along the canal bank was completed on May 7, 2021 and a new as-built survey of the canal was submitted to SFWMD on July 1, 2021. A C-4 Canal bulkhead wall certification letter from the original engineer of record was provided through MCM and only the bulkhead wall as-builts drawings are pending to close out the SFWMD permit. BCC was released to start design of the new bridge on April 7, 2021 and the 60% design submittal is scheduled to be submitted in February 2022. Per the agreement with FDOT, BCC provided construction documents on June 18, 2021 for demolition of the existing plaza structures. Demolition work was completed in December 2021. Along with the canal improvements, this will allow for closure of the SFWMD and USACE permits.

Construction of the new bridge is scheduled to start in July 2023 and complete in July 2025.

- **Trish and Dan Bell Chapel (BT-927) / East Loop Road Realignment (BT-929)** - \$15.44M combined project budget consisting of \$9.0M in private funds dedicated to the chapel; \$1,293,300 in private funds received to date. FIU Foundation has backed the remaining private funding balance of \$7,706,700; \$3.44M in unrestricted Treasury Auxiliary Fund balances and \$3.0M in CITF funds for roadway realignment. A/E – Gurri Matute; CM – Moss & Associates. The project will build a multi-faith chapel on MMC on S.W. 14th Street, northwest of the Ronald W. Reagan Presidential House. The chapel will accommodate the plurality of faiths and perspectives at FIU and serve as a multi-faith gathering place for worship, contemplation, spiritual strengthening, and mutual understanding. Initial program requirements are for the chapel to hold up to 250 people and include meeting space for students and leaders in FIU's multi-faith community as well as those teaching spiritual/religious subjects. The road portion of the new, combined project will realign part of the loop road to enhance traffic flow and improve turning radii for large vehicles servicing the Graham Center. This project will create a larger available site area east of the Graham Center Ballrooms for expansion of the Graham Center as well as bus and VIP pick up and drop off access during Graham Center events. The design phase has begun with program verification meetings with user groups. Additional survey work to capture additional areas impacted by the road relocation was completed and the report will be released on February 9, 2022. The conceptual schematic design is scheduled for March 4, 2022. Delivery date: December 2023.
- **College of Arts, Sciences & Education (CASE) Renovation (BT-931)** - \$7.15M PECO funded project budget, \$5,844,436 authorized from General Revenue funding. A/E – Rodriguez Architects, Inc.; CM – TBD. The 30-year-old 61,783 square foot Computing, Arts, Science and Education (CASE) building consists of seven (7) classrooms, seven (7) teaching labs, 61 research labs and 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. Replacement of the building's emergency generator system is required so that telecommunications equipment housed in the CASE building and feeding the nearby University Police and Emergency Operation Center can be maintained during and after a hurricane. Rodriguez Architects, Inc. was selected as the A/E pending final execution of their agreement. The short-listing of CMs is scheduled for February 11, 2022 and interviews are scheduled for March 11, 2022. Delivery date: TBD.
- **Primera Casa Hardening Project (FM 18-0351)** - \$3,618,929 project consisting of a \$2,714,197 FEMA Hazard Mitigation Grant (HMGP) award and \$904,732 BOT

Carryforward Reserve funding as cost share. A/E – Salz Michelson Architects; CM – TBD. The project will replace 17,350 SF of windows and 200 SF of doors and louvers at PC with current code-compliant, impact resistant assemblies. The project will also harden the existing roof by replacing 2,450 LF of edge nailers and flashing, 2,689 SF of roofing, doors, and skylights on 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. FIU has been awarded the grant and has signed the Federally Funded Subaward and Grant Agreement from the Florida Division of Emergency Management (FDEM). The agreement was sent to FDEM on January 8, 2021 for execution and the final, fully executed copy was received on April 29, 2021. Salz Michelson Architects was selected on September 1, 2021 and are now under contract. A notice-to-proceed to start the design effort was issued on January 6, 2022 and the design kick-off meeting was held on January 27, 2022. Requirements of the grant agreement allow for a qualifications-based competitive selection of the architect but require a low-bid competitive selection of the builder. However, federal procurement regulations allow for state-entities to use their own procurement processes. FIU's General Counsel has determined FIU is free to follow its qualifications-based competitive selection process for Construction Managers. Stobs Brothers Construction, one of FIU's continuing service construction managers, is pending execution of an amendment to their agreement to ensure grant requirements during construction are captured. Delivery date: Per the FDEM agreement, the project must achieve final completion when the period of performance ends September 30, 2023.

Projects in Planning Stage

- **Hotel, Conference and Alumni Center** – Public-Private Partnership (P3) project. Developer/Operator – Concord Benchmark, LLC; Architect – Rabun Architects; CM – Moss Construction. With the successful finalization of development, operating and sublease agreements and BTITF approval, FIU executed the contractual documents on August 12, 2021 beginning the developer's due diligence period. On October 21, 2021, FIU approved the developer's request to extend the due diligence period until January 10, 2022. The financing period started January 11, 2022 and was scheduled to end on February 9, 2022, to be followed by the design phase. On January 7, 2022, the developer requested another extension of the financing period until June 30, 2022 due to disruptions in financial investor markets and continued construction market volatility. This extension has impacted the anticipated start date of construction but the developer remains confident the project can be delivered as scheduled. Delivery date: August 2024.
- **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, \$23,804,196 in CITF funding has been received, including the entire FY20-21 CITF funding allocation of \$7,002,807 and \$500K of the FY21-22 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).*

- **PG-6 Classroom and Retail Expansion (BT-924)** - \$3.7M Auxiliary funded preliminary project budget. A/E - MCHarry; CM - TBD. The project will convert 15,425 gsf of parking garage space in PG-6 to weather-tight conditioned space for 6,635 sf of circulation area, 1,435 sf of unfinished retail space to support the future Miami-Dade County bus terminal, 935 sf of restrooms and 930 sf of storage, with 5,490 sf of space to be assigned. 100% construction documents were completed through a previous minor project. The project has been re-scoped to focus on the immediate known requirements for the future Miami-Dade County bus terminal: the rest rooms and the central access corridor. Future needs for research space and retail will be addressed separately once requirements are better defined. Progress on development of the construction project is contingent on successful negotiation of the agreement with Miami-Dade County. Negotiations continue with further discussions planned for bus routes to be supported by the new station. Delivery date: TBD.

*Encls: New Minor Projects established 11/1/2021 – 1/31/2022
New Project Change Orders established 11/1/2021 – 1/31/2022*



FM New Minor Projects over \$500,000 established 11/1/21 through 1/31/22 (a)

Purpose: Information to BOT

FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
1 180225	MMC Tennis Courts Renovations	Athletics	3/26/2018	MC Harry	Stonehenge Construction	\$ 836,094.73	Auxiliary & Donations
2 210728	Ryder Bldg. HVAC Controls Conversion	FMD	11/4/2021	TLC Engineering	TBD	\$ 1,000,000.00	HEERF
3 211004	WPAC Bldg. HVAC Controls Conversion	FMD	11/4/2021	SGM Engineering	TBD	\$ 3,891,836.72	HEERF
4 220122	BBC HM Bldg. HVAC Controls Conversion	FMD	11/4/2021	TBD	TBD	\$ 2,088,135.63	HEERF
5 220121	BBC HM Bldg. AHU's Replacement	FMD	11/4/2021	TBD	TBD	\$ 3,345,168.76	HEERF
6 200611	BBC HM Room 127 Kitchen HVAC Renovations	FMD	11/4/2021	SGM Engineering	TBD	\$ 1,008,331.00	HEERF
7 200327	BBC HM Room 175 HVAC Renovations	FMD	11/4/2021	SGM Engineering	TBD	\$ 850,000.00	HEERF
8 220119	OE Bldg. HVAC Distribution & Controls Upgrades	FMD	11/4/2021	TBD	TBD	\$ 2,669,117.72	HEERF
9 220120	OE Bldg. AHU/RTU Replacement	FMD	11/4/2021	TBD	TBD	\$ 3,246,394.19	HEERF
10 220125	GI Bldg. HVAC Controls Conversion	FMD	11/5/2021	TBD	TBD	\$ 4,916,711.01	HEERF
11 TBD	BBC AC2 Bldg. HVAC Controls Conversion	FMD	12/3/2021	TBD	TBD	\$ 5,084,304.97	HEERF
12 210527	CTS 2nd Lab Renovations	ORED	12/1/2021	Perkins & Will	DPR Construction	\$ 1,939,658.11	Auxiliary
13 180351	PC Bldg. Wind Retrofit	FMD	12/15/2021	Saltz Michelson	TBD	\$ 3,618,929.00	Grant & E&G CF
						\$ 34,494,681.84	

(a) "Established" is defined as funded or contracted for design and/or construction during the reporting period.



FM Change Orders over \$50K 11/1/21 through 1/31/22 (a)

Purpose: Information to BOT

BT/FM#	Project	Vendor	Contract No.	Original Amount	Current Amount	CO#	Date Approved	Amount	Description	Funding Source
1 181116	PC Fire Alarms System Upgrade	Thornton Construction	464	\$ 1,277,715.00	\$ 1,769,873.20	1R1	11/1/2021	\$ 492,158.20	CO#1R1 consists of the removal of unforeseen asbestos of 224,229 SF of duct mastic throughout Floors 1 - 5 of the PC Building.	E&G CF
2 911	GL Wellness Track	Stobs Bros Construction	449	\$ 2,958,104.64	\$ 3,054,963.91	1	11/1/2022	\$ 96,859.27	CO#1 includes light pole relocation & bollards installation East of the CASE Bldg., additional curbs, a bollard & slab, Conservatory drainage, irrigation repairs, screen for irrigation pump, to dispose/replace dead palms, turf block at East entry and labor to maintain fire entry per the State Fire Marshal.	Auxiliary
3 191016	SASC Exterior Stair Repairs	Casanova Services Group	461	\$ 228,900.00	\$ 302,638.44	1	11/4/2021	\$ 73,738.44	CO#1 includes a reduction in work scope of (\$39,535) and added work scope totaling \$113,273.44 for new artificial turf as existing turf could not be removed without damage, a new concrete slab instead of compacted fill at four terraces, concrete deck coating on the stairs and new mineral paint at the end walls & vertical surfaces.	E&G CF
4 200916	CTS Autoclave & Cage Washer	DPR Construction	447	\$ 600,600.96	\$ 731,198.90	9	1/6/2022	\$ 130,597.94	CO#9 includes the removing the existing Steris Unit, SS equipment panels, future unit site prep, and GCs early coordination & rate corrections.	Auxiliary
5 181116	PC Fire Alarms System Renewal	Thornton Construction	464	\$ 1,769,873.20	\$ 2,031,808.81	2	1/10/2022	\$ 261,935.61	CO#2 includes an increase of \$315,435.61 to reinsulate duct work after the asbestos abatement insulation removal & a credit of (\$53,500) for electrical buyout savings.	E&G CF
6 200916	CTS Autoclave & Cage Washer	DPR Construction	447	\$ 731,198.90	\$ 856,717.99	10	1/25/2022	\$ 125,519.09	CO#10 includes revisions to the cagewash, resizing HHW piping at the heating coils, an air compressor, additional concrete cutting, floor scanning and materials cost increases.	Auxiliary
								\$ 1,180,808.55		

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



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
March 3, 2022

SAFETY AND ENVIRONMENTAL COMPLIANCE REPORT AS OF JANUARY 28, 2022

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

There are no issues to report in this quarter

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
March 3, 2022

TREASURY REPORT *(For quarter ending December 31, 2021)*

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

OVERVIEW

The University's total liquidity position of \$498.1 million was 2.7 times the University's debt position of \$187.5 million at the end of FY 2022 2Q. Including direct support organization ("DSO") debt, the liquidity to total debt ratio was 2.3 times. These results are lower compared to the end of FY 2021 2Q, where the liquidity to University debt and the liquidity to total debt ratios were 2.1 times and 1.9 times, respectively. The ratio was higher due to debt service payments.

LIQUIDITY

Real Days Payable

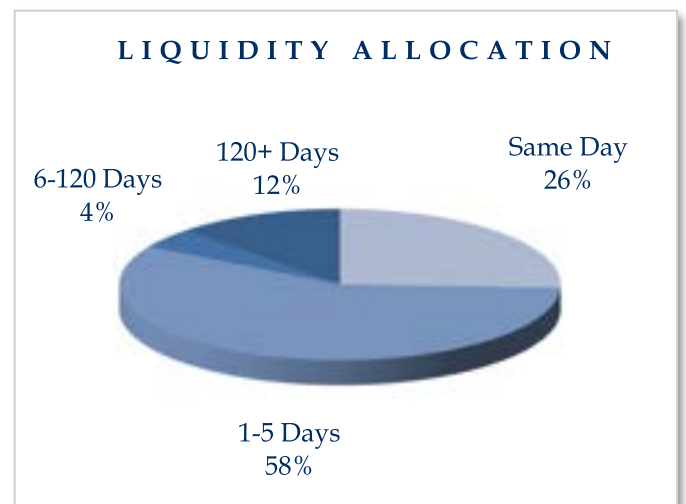
At the end of FY 2022 2Q, \$415.3 million, or 83.4 percent, of the liquidity position was accessible within 5 business days (see *Liquidity Allocation* chart for detail). At the end of FYTD 2022 2Q, the University had 80 real days payable¹ ("RDP") versus 80 RDP at the end of FYTD 2021 2Q.

Sources

The University started the fiscal year with \$217.9 million in cash balances². Total FYTD 2022 2Q inflows (state and operational) were \$656.2 million as compared to \$551.9 Million for FYTD 2021 2Q. On average, \$5.0 million flowed into the University each business day in FYTD 2022 2Q and \$3.2 million in FYTD 2021 2Q.

Uses

FYTD 2022 2Q, the University used \$683.8 million as compared to \$578.7 million in the same period last fiscal year. The FYTD 2022 2Q velocity cash outflow was \$5.2 million per day and \$4.4 million in FYTD 2021 2Q. The University ended FY 2022 2Q with \$190.3 million in cash balances.



¹ Real Days Payable represents the available balance of liquid funds divided by the average cash outflows of the University. The calculation uses the available balance in the University's bank accounts plus the market value of investments that are accessible within 5 business days as its balance of liquid funds.

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

Stress Tests/Performance Simulations

The University Office of the Treasurer (“Treasury”) analyzes the effect of negative market performance on its liquidity position through both value-at-risk (VAR) analysis and Monte Carlo simulation analyses.

VAR analysis, completed quarterly, estimates the maximum potential loss during a specific time period at a given level of confidence. VAR uses the historical behavior of each asset class over various time horizons (five years, ten years, full history). Our VAR analysis predicts that there is a five percent probability that the portfolio (as of the FYTD 2022 2Q ending balance) could have unrealized losses of up to \$19.1 million and one percent probability of up to \$32.6 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 2022 2Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a \$4.3 million (0.8 percent) unrealized gain. Liquidity, as measured by 5-day accessibility, would drop to 72.5 percent, or \$367.2 million, of the total current available cash and investment balances. RDP would fall to 71 days based on current fiscal year outflows.

A 25 percent decline in the equity markets would result in a -\$14.2 million (-3.0 percent) unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease slightly to \$410.8 million or 87.5 percent of the total current available cash and investment balances. RDP would drop slightly to 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 -\$8.5 million (-1.8 percent) unrealized loss. Liquidity, as measured by 5-day accessibility would drop to \$350.5 million or 72.8 percent of the total current available balances. Furthermore, RDP would drop to 68 days.

Forecast and Budget

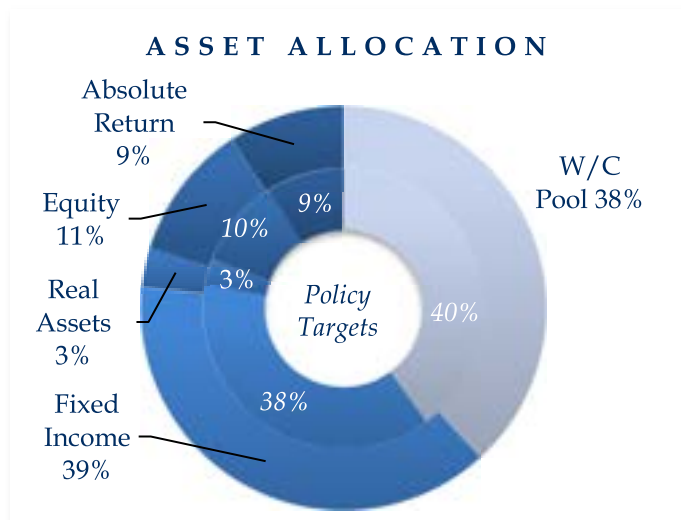
Actual balances at the end of FY 2022 2Q were 4.6 percent lower than the rolling forecast, 7.0 percent higher than the budget, and 17.7 percent higher than prior year. For the next quarter, the University should experience an increase in the cash and investment balances due to the Spring tuition inflows. This will last through the end of the third quarter of FY 2022.

INVESTMENTS

Composition

Asset allocations at the end of FY 2022 2Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).

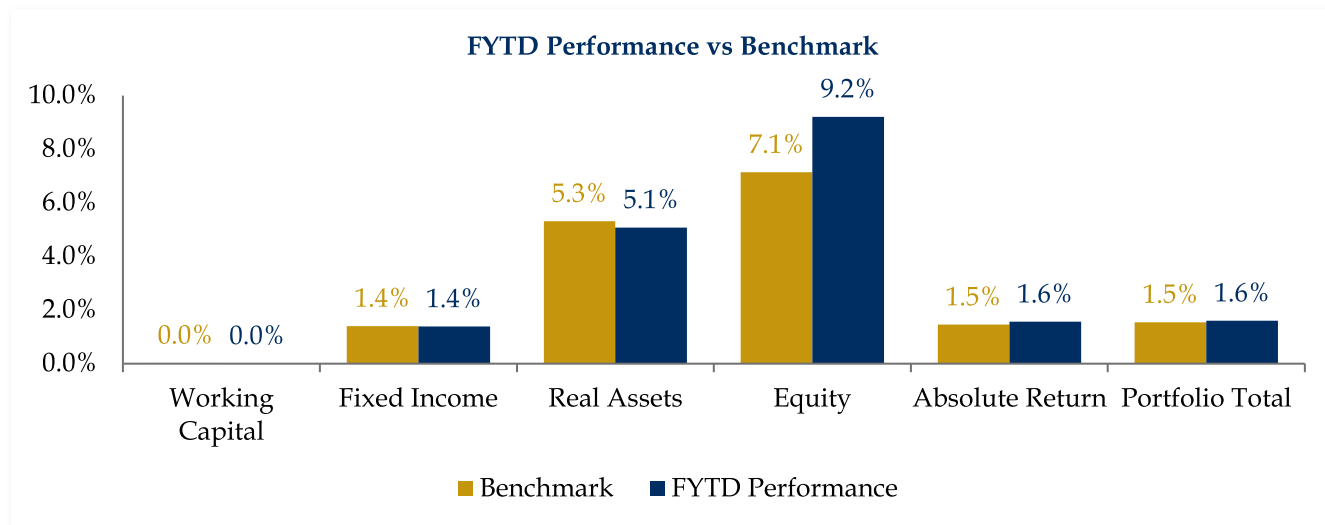
At the end of FY 2022 2Q, the market value of the University’s operating funds portfolio and cash was \$498.1 million. This balance reflects a decrease of \$82.4 million or 14.2 percent, from the previous quarter. The decrease reflects the quarter-to-quarter seasonal decrease in net cash flows. The total portfolio market value was \$75.0 million higher than the market value at the end of FY 2021 2Q. The increase was largely due to HEERF Program receipts and a solid investment performance for the trailing one year period that was slightly offset by higher cash outflows.



Performance

FIU's operating portfolio continues to outperform the State Treasury investment pool ("SPIA"), returning 4.3 percent since inception versus the SPIA's 2.5 percent for the same period. At the end of FY 2022 2Q, the portfolio returned 1.6 percent. This compares unfavorably to a 5.2 percent return at the end of FY 2021 2Q. The Strategic Capital and Reserve Pools returned 2.9 percent while the Working Capital Pool gained 0.1 percent. Returns from the SPIA totaled 0.5 percent at the end of FY 2022 2Q (see *FY Performance vs. Benchmarks* chart for additional performance detail by asset class).

The overall Portfolio was in line with its overall weighted benchmark. All asset classes with the exception of Equity were in line with each of their respective benchmarks. The Equity asset class outperformed its benchmark due to its investments in the Private Markets and Small Cap Equities.



DEBT

Total Outstanding

The University and DSOs ended FY 2022 2Q with \$24.9M million in outstanding debt versus \$27.4M million at the end of FY 2021 2Q. The weighted average interest rate for the University and DSO issuances was 3.7 percent versus 4.0 percent in the same period in the prior year.

Bond Refunding

The University and the Athletics Finance Corporation (AFC), has refunded/modified all eligible outstanding bond series. The refundings/modification are projected to save the University and AFC \$27.5 million in interest expense over the term of the issuances. As of December 31, 2021, \$6.5 million of interest savings have been realized from the refunding/modification activities. The University and AFC are expected to save \$1.0 million in interest expense in Fiscal Year 2022 and \$7.7 million over the next 5 years.

Period Ending December 31, 2021

(000's)

OVERVIEW

Liquidity/University Debt	2.66
Liquidity/Total Debt	2.34

Liquidity Position

Cash + W/C Pool	\$	190,274
Strategic + Reserve Pools		307,827
Total	\$	498,101

Debt Position

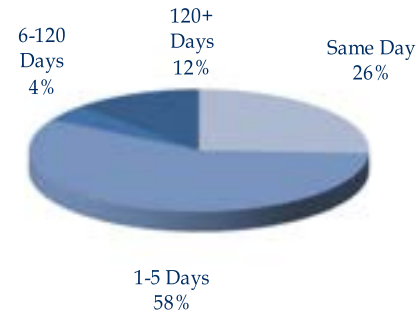
University Debt	\$	187,545
DSO Debt		24,885
Total	\$	212,430

LIQUIDITY
Availability

Same Day	\$	128,222
1-5 Days		287,032
6-120 Days		22,080
120+ Days		60,766
Total	\$	498,101

Real Days Payable (<5 Days)

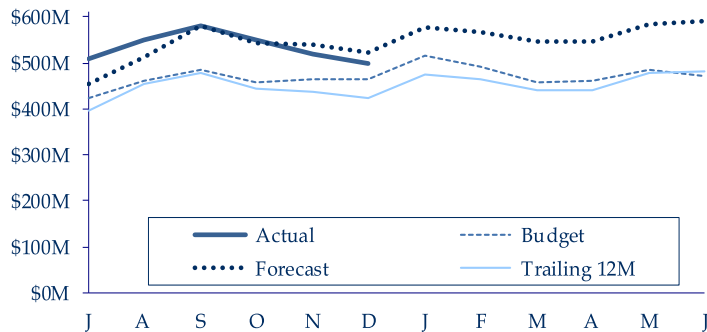
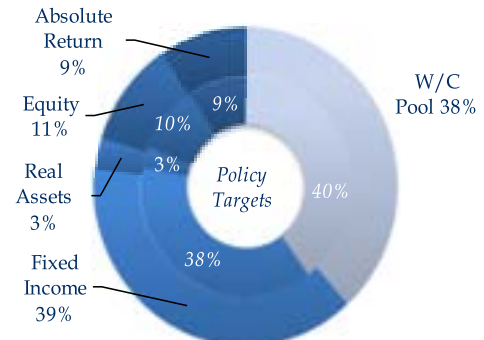
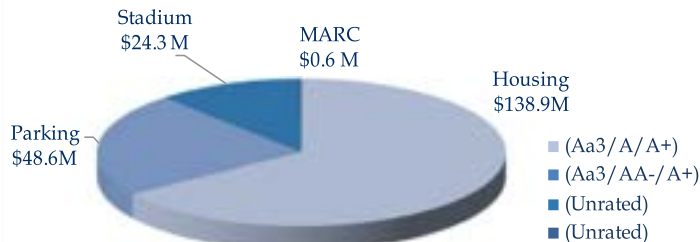
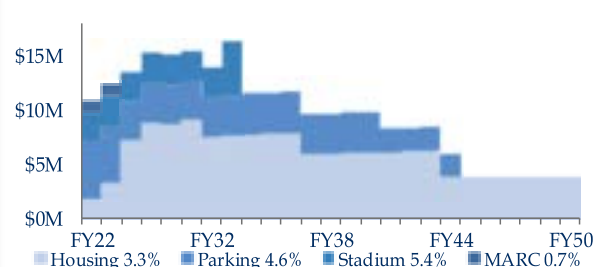
MTD Outflows	84
QTD Outflows	90
YTD Outflows	80

LIQUIDITY ALLOCATION

LIQUIDITY SOURCES AND USES

Sources*	MTD	QTD	YTD
Opening W/C Pool Balance	\$ 129,110	\$ 192,270	\$ 150,855
Opening Cash Balance	\$ 83,501	\$ 83,224	66,999
From State	28,124	77,543	173,325
From Operations	63,767	141,148	482,896
Uses			
To Payroll	(87,187)	(203,144)	(391,408)
To Operations	(22,451)	(78,164)	(170,200)
To Students	(4,589)	(22,603)	(122,194)
Cash + W/C Pool	\$ 190,274	\$ 190,274	\$ 190,274

INVESTMENTS

Cash + W/C Pool	Balance	FYTD	Last1Y
W/C Pool	\$ 118,493	0.0%	0.2%
Cash	71,782	0.1%	0.0%
Strategic + Reserve Pools			
Fixed Income	192,144	1.4%	1.2%
Real Assets	15,585	5.1%	27.4%
Equity	53,851	9.2%	28.4%
Absolute Return	46,246	1.6%	6.4%
Total Portfolio	\$ 498,101	1.6%	4.2%

CASH + INVESTMENTS FORECAST

ASSET ALLOCATION

DEBT
OUTSTANDING DEBT

ANNUAL DEBT SERVICE


Period Ending December 31, 2021

(Million's)

<u>OPERATING FUNDS</u>	<u>MARKET VALUE¹</u>	<u>BOOK VALUE</u>	<u>INCOME EARNED²</u>
<u>Working Capital³</u>	\$190.3M	\$191.1M	\$0.5M
Fixed Income	\$192.1M	\$176.7M	\$1.4M
Equity	\$53.9M	\$33.7M	\$0.3M
Real Assets	\$15.6M	\$18.7M	\$0.0M
Absolute Return	\$46.2M	\$30.2M	\$0.0M
<u>Total Strategic/Reserve</u>	\$307.8M	\$259.3M	\$1.7M
<u>Total Operating Funds</u>	\$498.1M	\$450.4M	\$2.2M

¹ Includes Dividend/Interest Receivable

² Investment Income Earnings - Dividends and Interest

³ Includes Bank Cash

i) The total principal amount of variable rate debt to principal amount of total debt:

Florida International University and DSOs
As of June 30, 2021

Rate Type	Total Principal Amount	% of Total Debt
Variable	\$1,075,000	0.5%
Synthetically Fixed ¹	\$24,315,000	11.4%
Fixed	\$187,545,000	88.1%
Total	\$212,935,000	100.0%

¹ Rate is fixed by a swap agreement.

ii) the amount of debt service accrued during the reporting period in relation to the pro-rata amount of annual budgeted debt service for the reporting period. If the amount of debt service which accrued during the reporting period exceeded the pro-rata amount of annual budgeted debt service for the period, the university shall explain what actions were taken to assure that there would be sufficient revenues and budget authority to make timely payments of debt service during

The Fiscal Year 2021 variable rate debt service budget was sufficient to meet the debt servicing needs.

iii) the amount of variable rate debt in relation to the amount of the university's and/or DSO's short-term investments, and any other strategies used to hedge interest rate risk.

Florida International University and DSOs
As of June 30, 2021

Rate Type	Outstanding Balance	Cash/Investments²	% of Cash/Investments
Variable	\$1,075,000	\$427,394,685	0.3%

² Includes cash/cash equivalents and investments that can be accessed in less than 5 days.



BOARD OF TRUSTEES
Finance and Facilities Committee
 March 3, 2022

Subject: Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from October 27, 2021 through January 24, 2022

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 22 (YTD)
0000228615	ITN 45-004	Fleet Services PUR # 03771	FIRST VEHICLE SERVICES INC	Business Services / FVS BPO 21-21, services and maintains all FIU fleet	9/15/2022	850,000.00
0000222690	Sponsored Research Purchase Exemption - Noncompetitive purchase specifically approved by sponsor.	PO # 0000222690	VRC METAL SYSTEMS LLC	Mechanical and Mat Engineering / Multiple lines PO for project	3/31/2022	715,858.78
0000219613	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	Subaward No # 000207 PTE Federal Award No 1R24AG067951-01; Florida Registry for Aging Studies	UNIVERSITY OF FLORIDA	Nursing Undergraduate / Subaward No: 000207 Florida Registry for Aging Studies PTE Federal Award No: 1R24AG067951-01	4/30/2023	624,798.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
0000233731	Piggyback Agreement: NCPA 07-52	FIU Contract # C00001982	FOLIOT FURNITURE PACIFIC INC	Housing Central / Multiple lines for Dormitory Furniture	9/30/2022	576,119.52
0000235823	Piggyback Agreement: Texas DIR-TSO-3926	PO # 0000235823	SINNOTT WOLACH TECHNOLOGY GROUP INC	IT Information Security / SE-T-LIC-HE-V-ST-500 Splunk Enterprise vCPU Term License	6/30/2022	500,000.00



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
 March 3, 2022

Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 from October 27, 2021 through January 24, 2022

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 22 (YTD)
0000236067	Approved by BOT on December 8, 2021	Independent Contract Agreement - General	LOGISTICS MANAGEMENT GROUP INC	South Beach Wine and Food Fest / Open Blanket PO for LMG for management services of the main site and north venue of the 2022 SOBFWFF	2/26/2023	2,530,000.00
0000233755	E&I Contract CNR01439 Approved by BOT on December 5, 2019	Computer Equipment and Related Hardware, Software, Services and Support PUR # 02645	COMPUTER DISCOUNT WAREHOUSE - CDW	IT Network Services / Multiple PO lines for Cisco Catalyst	7/31/2022	1,574,601.77
0000234707	Exception under BOG Regulation 18.001(6)(d)(12) - Services or commodities provided by governmental agencies, another University in the State University System, direct support organizations of	PO # 00000234707	STATE BOARD OF ADMINISTRATION OF FLORIDA	Housing Central / FIU Dormitory Revenue Bonds (Interest, SBA) FY 21-22		1,273,735.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
	the university, political subdivisions or other independent colleges and universities.					
0000228329	E-ITN67-004 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 07/01/2021 to 06/30/2022	6/30/2028	1,200,000.00
0000228023	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services. Approved by BOT on December 8, 2021	PO # 0000228023	GOOGLE LLC	COB Chapman Graduate School / Multiple PO lines for Google Ads to promote COB Grad School programs from 07-01-2021 until 06-30-2022	6/30/2022	1,174,875.66
0000234668	Exception under BOG Regulation 18.001(6)(d)(12) - Services or commodities provided by governmental agencies, another University in the State University System, direct support organizations of the university, political subdivisions or other independent colleges and universities.	Low Income Pool Letter of Agreement	AGENCY FOR HEALTH CARE ADMINISTRATION	COM Clinical Affairs / Medicaid Payments Transfer Agreement - LIP 21-22	6/30/2022	1,169,100.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
0000227828	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services. Approved by BOT on December 8, 2021	PO # 0000227828	FACEBOOK INC	COB Chapman Graduate School / Blanket Purchase Order for Facebook Ads to promote COB graduate programs for the period of 7/01/2021 to 6/30/2022	6/30/2022	1,134,225.00
0000234513	Exception under BOG Regulation 18.001(6)(d)(12) - Services or commodities provided by governmental agencies, another University in the State University System, direct support organizations of the university, political subdivisions or other independent colleges and universities.	PO # 0000234513	STATE BOARD OF ADMINISTRATION OF FLORIDA	Parking and Transportation / Series 2009B and Series 2013A Interest on Indebtedness Payment	12/1/2021	1,128,208.00



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
March 3, 2022

CASACUBA BUILDING UPDATE AS OF JANUARY 28, 2022

FUNDRAISING FOR NEW CASACUBA FACILITY

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	\$ 10,533,077	\$ 4,541,819	\$ 5,991,258
Planned Gifts	\$ 1,068,000	\$ 7,200	\$ 1,060,800
TOTAL	\$ 14,351,077	\$ 6,499,019	\$ 7,852,058

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

Highlights since last report: The total above reflects additional pledges in the amount of \$2,589,866 and \$790,327 in cash received since the last report.

FACILITIES UPDATE

- FIU has authorized René González Architects to contract with a cost consultant to determine whether the current scheme is within budget and to quantify market escalation costs. The Bosch Group submitted their cost analysis on January 14, 2022.
- The BOT has also authorized contracting with a construction manager to provide additional construction pricing support.
- The CM short-list meeting was held November 12, 2021. Interviews were conducted on December 13, 2021 and Thornton Construction was selected.
- Thornton has reviewed the cost analysis from The Bosch Group and a meeting with René González Architects, The Bosch Group, Thornton Construction, and FIU was held on January 28, 2022 to discuss the analysis.
- Meetings to discuss strategies to bring the project within budget continue.

FIU FOUNDATION, INC.

**SUMMARY OF REVENUES AND EXPENSES
& INVESTMENTS**

December 31, 2021

FIU FOUNDATION, INC.
Summary of Revenues and Expenses *
For the 6-Month Period Ended December 31, 2021
(In Thousands of Dollars)

	Actuals			Budget	Fav (Unfav) Variance
	University (Donor Designated)	Foundation (Unrestricted)	Total		
REVENUES:					
Cash Contributions	\$ 25,797	\$ -	\$ 25,797	\$ 17,468	\$ 8,329 [1]
Investment Returns, net of fees	17,274	9,561	26,835	11,051	15,784 [2]
MARC Building	-	967	967	871	96
Foundation Subsidiaries	-	113	113	102	11
Annual Revenues & Fees	-	767	767	619	148
TOTAL REVENUES	43,071	11,408	54,479	30,111	24,368
EXPENSES:					
Support to University:					
Scholarships & Programs	11,118	-	11,118	11,058	(60)
Building Funds	9,470	-	9,470	8,809	(661)
Operational Support	-	669	669	654	(15)
Total Support to University	20,588	669	21,257	20,521	(736)
Operational:					
MARC Building	-	199	199	226	27
Foundation Subsidiaries	-	223	223	292	69
Administrative Operating Expenses	-	3,655	3,655	5,258	1,603 [3]
Other Expenses	-	77	77	151	74
Total Operational	-	4,154	4,154	5,927	1,773
TOTAL EXPENSES	20,588	4,823	25,411	26,448	1,037
EXCESS REVENUES OVER EXPENSES	\$ 22,483	\$ 6,585	\$ 29,068	\$ 3,663	\$ 25,405

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

- [1] The favorable variance of \$8.3 million in cash contributions were gifts mainly from the College of Communication, Architecture + The Arts, Student Affairs, Research, and Building Funds.
- [2] Fiscal year to date returns total 7.2% versus a budgeted rate of return for the fiscal year to date of 3.0% (yielding a 6.0% annual budgeted rate of return). The favorable variance of \$15.8 million in investment returns is due to \$9.9 million of prior year mark to market results of private equity investments which were not available at closing of the financial statements. In addition, there was a larger asset base than was anticipated in the budget due to a significant cash contribution at the end of the previous fiscal year.
- [3] The favorable variance of \$1.6 million in Administrative Operating Expenses is a result of salary savings due to delays in hiring, timing of payroll actions, timing of professional services and donor events. In addition, there has been less travel expenses than budgeted due to the continued effects of COVID 19.

As of December 31, 2021							
Asset Class	Market Value	Current Allocation (%)	Current Month	Calendar YTD	Fiscal YTD	Annualized S.I.	Inception Date
Total Assets (Net of Fees)	\$456,208,902	-	2.4%	16.8%	3.7%	5.7%	6/30/2000
Main Investment Portfolio (Net of Fees)	\$443,674,185	100.0%	2.5%	17.6%	3.9%	6.0%	6/30/2000
Public & Private Equity	\$372,912,126	84.1%	2.9%	19.6%	3.6%	6.3%	6/30/2000
Public Equity	\$314,319,277	70.8%	3.4%	17.5%	4.0%	5.5%	6/30/2000
Private Equity	\$58,592,849	13.2%	0.0%	29.2%	1.8%	12.8%	11/15/2005
Real Assets	\$25,047,410	5.6%	2.0%	29.0%	10.3%	2.4%	1/31/2008
Hedge Funds & Other Diversifying Investments	\$14,600,951	3.3%	-0.1%	15.1%	6.0%	5.2%	3/31/2002
High Quality Bonds and Cash	\$31,113,699	7.0%	0.0%	0.4%	0.9%	5.0%	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 the Summary of Revenues and Expenses for the same period.