



**Board of Trustees  
Finance and Facilities Committee Meeting  
May 22, 2014**

**8:30 a.m. – 9:45 a.m.**

**Live Oak Center**

**Conference call in phone number 800-442-5794, passcode 463796**

**REVISED AGENDA**

- |  |   |
|--|---|
| <b>I. CALL TO ORDER</b>  | Marcos R. Marchena<br><i>Chair, Finance and Facilities Committee</i>  |
| <b>II. ROLL CALL</b>   | Tracy D. Reedy<br><i>Coordinator, Administrative Services<br/>for Administration and Finance Division</i>   |
| <b>III. MEETING MINUTES</b>  | Chair Marchena  |
| <ul style="list-style-type: none"><li>• Approval of the March 27, 2014, and April 3, 2014, Finance and Facilities Committee meetings minutes</li></ul> |   |
| <b>IV. NEW BUSINESS</b>  | Chair Marchena  |
| <ul style="list-style-type: none"><li>• 2014-15 Tuition and Fees, Amendments to University Tuition and Fee Regulation UCF 9.001 (FFC-1)</li></ul>      | William F. Merck II<br><i>Vice President for Administration and Finance and Chief Financial Officer</i><br>Tracy Clark<br><i>Associate Vice President<br/>for Administration and Finance<br/>and Controller</i> |

- Revisions to Amendments to Regulation UCF-6.008 Vehicle Registration Fees and Parking Violation Fines (FFC-2)
 

William F. Merck II  
*Vice President for Administration and Finance and Chief Financial Officer*  
 W. Scott Cole  
*Vice President and General Counsel*  
 Youndy C. Cook  
*Deputy General Counsel*
- University Operating Budget Report Quarter Ended March 31, 2014 (INFO-1)
 

William F. Merck II  
 Tracy Clark
- 2014-15 University Operating Budget (FFC-3)
 

William F. Merck II  
 Tracy Clark
- 2014-15 Capital Outlay Budget (FFC-4)
 

William F. Merck II  
 Lee Kernek  
*Associate Vice President for Administration and Finance*
- Florida Statewide Mutual Aid Agreement (FFC-5)
 

William F. Merck II  
 Jeffery Morgan  
*Director, Office of Emergency Management*  
 Richard Beary  
*Associate Vice President and Chief of Police*
- 2015 Finance and Facilities Committee Meeting Dates (INFO-2)
 

William F. Merck II

**V. OTHER BUSINESS**

Chair Marchena

**VI. CLOSING COMMENTS**

Chair Marchena



Board of Trustees  
Finance and Facilities Committee Meeting  
Live Oak Event Center  
March 27, 2014

**MINUTES**

**CALL TO ORDER**

Trustee Marcos Marchena, chair of the Finance and Facilities Committee, called the meeting to order at 11:35 a.m. Committee members Robert Garvy, Alex Martins, Reid Oetjen, and Melissa Westbrook were present. Committee member John Sprouls attended via teleconference. Trustees Clarence Brown and Olga Calvet were present.

**NEW BUSINESS**

Use of Bright House Networks Stadium for 2014 Mid-Eastern Athletic Conference and Southwestern Athletic Conference Challenge (FFC-1)

William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, explained that to minimize disruptions to the surrounding community during events at Bright House Networks Stadium, use of the stadium that might have a significant impact on the surrounding community should be reviewed and approved by the Board of Trustees. The MEAC/SWAC Challenge is an annual football game showcasing a team from the Mid-Eastern Athletic Conference and the Southwestern Athletic Conference. The game has been played in Orlando at the Citrus Bowl since 2008. However, because of construction at the Citrus Bowl and ESPN's desire not to move the game from Orlando, ESPN requested use of Bright House Networks Stadium on August 31, 2014. The committee unanimously approved the use of the stadium.

Chair Marchena adjourned the Finance and Facilities Committee meeting at 11:40 p.m.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Will F. Merck II".

William F. Merck II  
Vice President for Administration and Finance  
and Chief Financial Officer

4-17-14  
Date





Board of Trustees  
Finance and Facilities Committee Meeting  
President's Boardroom, Millican Hall, 3<sup>rd</sup> floor  
April 3, 2014

**MINUTES**

**CALL TO ORDER**

Trustee Marcos Marchena, chair of the Finance and Facilities Committee, called the meeting to order at 8:34 a.m. Committee members Alex Martins, Reid Oetjen, and Melissa Westbrook were present. Committee members John Sprouls and Robert Garvy attended via teleconference.

**MINUTES APPROVAL**

The minutes of the January 23, 2014, and February 12, 2014, Finance and Facilities Committee meeting were approved as submitted.

**NEW BUSINESS**

Universal Health Insurance for New Students (FFC-1)

Maribeth Ehasz, Vice President for Student Development and Enrollment Services, and Michael Deichen, Director of Health Services, led a discussion regarding the concept of universal health insurance as a condition of enrollment for new students beginning Fall 2015. Ehasz and Deichen received questions from the committee members and will return to a future meeting with additional information.

Finance and Facilities Committee Charter Review (FFC-2)

Chair Marchena explained that regulations implemented by the Board of Trustees in January 2011 direct the Finance and Facilities Committee to review its charter every three years. No changes to the charter were proposed, and the committee unanimously approved to keep the charter with its current format and content.

Amend UCFAA Bylaws (FFC-3)

Jordan Clark, Associate General Counsel, discussed a proposal to amend the UCF Athletics Association bylaws to combine the standing Audit Committee and Finance Committee to create a new single Audit and Finance Committee. The purpose of the amendment is a house-keeping measure and allows for more flexibility and administrative ease when scheduling committee meetings and obtaining a quorum. The committee unanimously approved the proposed amendment.



Direct Support Organizations' 2013-14 Second-Quarter Financial Reports (INFO-1)

William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, and John C. Pittman, Associate Vice President for Administration and Finance, Debt Management, reported that the DSOs' 2013-14 second-quarter financial reports ended December 31, 2013, were provided as information items.

Golden Knights Corporation and UCF Athletic Association 2013-14 Second-Quarter Financial Report Presentation (INFO-2)

Todd Stansbury, Director of Athletics, Brad Stricklin, Senior Associate Athletics Director and Chief Financial Officer, and David Hansen, Senior Associate Athletics Director of Internal Operations, gave a presentation on the Golden Knights Corporation and UCF Athletic Association's operating results and budget.

University and DSO Debt Report (INFO-3)

Merck reported that the University and DSO Debt Report was provided as an information item.

2013 Audited University Financial Statements (INFO-4)

Tracy Clark, Associate Vice President for Administration and Finance and Controller, reported that the 2013 Audited University Financial Statements were provided as an information item.

Bloomberg Terminal Fee Discussion (INFO-5)

Paul Jarley, Dean of the College of Business Administration, explained the purpose of the Bloomberg terminals for finance and real estate majors and the need for the associated revised equipment fee for those students beginning 2014-15.

UCF Convocation Corporation Series 2004A Certificates of Participation Refinancing (INFO-6)

Pittman explained that the UCFCC has the opportunity to refinance debt issued in 2004, resulting in possible savings in excess of 5 percent. Various financing alternatives are currently being explored to determine which option will yield the best overall savings. The committee unanimously recommended the UCFCC refinance this debt.

Colbourn Hall Renovations (INFO-7)

Merck and Lee Kernek, Associate Vice President for Administration and Finance, explained the preferred renovation option for Colbourn Hall is to build a new 75,000 square-foot building adjacent to the current building. Upon completion, the employees and departments housed in Colbourn Hall would move into the new building. Possibilities for the existing Colbourn Hall are contingent upon funding and will be considered at a future date. The committee unanimously recommended moving forward with the preferred renovation option.

Invitation to Negotiate for a Hotel and Conference Center (INFO-8)

Merck discussed the Invitation to Negotiate being developed for a hotel and conference center that potentially would be constructed on campus. The results and recommendation will be brought back to the committee before a decision is made.

Global Academy Facilities Update (INFO-9)

Merck, Clark, and Paul Lartonoix, Interim Assistant Vice Provost, provided an update on the financing and construction of the Global UCF classroom building and parking garage. The committee unanimously recommended an internal loan to finance the classroom building. The parking garage is proposed to be funded through the revenue bond process. Lartonoix also provided an update on the Global UCF program itself.

Chair Marchena adjourned the Finance and Facilities Committee meeting at 10:30 a.m.

Respectfully submitted: William F. Merck II  
William F. Merck II  
Vice President for Administration and Finance  
and Chief Financial Officer

4-17-14  
Date



REVISED 5/20/2014

ITEM: FFC-1

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** 2014-15 Tuition and Fees, Amendments to University Tuition and Fee Regulation UCF-9.001

**DATE:** May 22, 2014

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**PROPOSED COMMITTEE ACTION**

Approve the following tuition, tuition differential, out-of-state fees, financial aid fees, and technology fees for undergraduate, graduate, and professional students, effective Fall 2014 and amendments to University Tuition and Fee Regulation UCF-9.001.

	<u>Current</u>	<u>Fall 2014 Proposed</u>	<u>Dollar Increase</u>	<u>Percent Increase</u>
Undergraduate base tuition	\$ 105.07	\$ 105.07	\$ -	
Undergraduate tuition differential	44.20	44.20	-	
Undergraduate base plus tuition differential	149.27	149.27	-	0.0%
Financial-aid fee - undergraduate	5.16	5.16	-	0.0%
Technology fee - undergraduate	5.16	5.16	-	0.0%
Out-of-state-fee - undergraduate non-resident	511.06	511.06	-	0.0%
Financial-aid fee - undergraduate non-resident	25.55	25.55	-	0.0%
Graduate tuition	288.16	288.16	-	0.0%
Doctor of Physical Therapy (DPT) tuition	494.50	494.50	-	0.0%
Florida Interactive Entertainment Academy (FIEA) tuition	1,038.21	1,016.51	(21.70)	-2.1%
Financial-aid fee - graduate, DPT, FIEA	14.40	14.40	-	0.0%
Technology fee - graduate, DPT, FIEA	14.40	14.40	-	0.0%
Out-of-state fee - graduate, DPT, FIEA non-resident	785.15	785.15	-	0.0%
Financial-aid fee - graduate, DPT, FIEA non-resident	39.25	39.25	-	0.0%



## **BACKGROUND INFORMATION**

The legislature has established a zero-percent tuition increase for undergraduate students, effective Fall 2014.

Board of Governors' Regulations 7.001 and 7.003 delegates to the university Board of Trustees the authority to set per credit hour rates for undergraduate tuition differential, out-of-state fees, graduate tuition (including professional programs), financial aid fees, and technology fees. The sum of base tuition and tuition differential may be increased by up to 15 percent. The financial aid and technology fees may not exceed 5 percent of tuition.

We recommend no change to undergraduate tuition differential, out-of-state fees, graduate tuition (including professional programs), financial aid fees, and technology fees except for a decrease to Florida Interactive Entertainment Academy's tuition rate.

Approval of University Regulation UCF-9.001 to establish tuition and fees for the 2014-15 academic year is requested. This regulation reflects the tuition and fees noted above, as well as the changes in activity and service, health, and athletic fees previously approved at the March 27, 2014, meeting of the Board of Trustees. In addition, the revised regulation reflects the tuition and fees for the Doctor of Medicine program, also previously approved at the March 27, 2014, meeting of the Board of Trustees.

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**Supporting documentation:** Proposed Tuition and Fees – Fall 2014 (Attachment A)  
Regulation UCF-9.001 (Attachment B)

**Prepared by:** Tracy Clark, Associate Vice President for Finance and Controller  
Christy Tant, Senior Associate Controller, Finance and  
Accounting

**Submitted by:** William F. Merck II, Vice President for Administration and  
Finance and Chief Financial Officer

# Attachment A

## University of Central Florida

### Proposed Tuition and Fees - Fall 2014

	Undergraduate Resident			Undergraduate Non-Resident		
	Current	Change	Fall 2014	Current	Change	Fall 2014
Tuition	\$ 105.07	\$ -	\$ 105.07	\$ 105.07	\$ -	\$ 105.07
Tuition differential	44.20	-	44.20	44.20	-	44.20
Out-of-state fee	-	-	-	511.06	-	511.06
Financial-aid fee	5.16	-	5.16	5.16	-	5.16
Non-resident financial-aid fee	-	-	-	25.55	-	25.55
Activity and service fee	10.79	0.88	11.67	10.79	0.88	11.67
Athletic fee	13.44	0.88	14.32	13.44	0.88	14.32
Health fee	10.89	(0.05)	10.84	10.89	(0.05)	10.84
Transportation access fee	9.10	-	9.10	9.10	-	9.10
Technology fee	5.16	-	5.16	5.16	-	5.16
Capital improvement fee	6.76	-	6.76	6.76	-	6.76
Total tuition and fees per-credit hour	\$ 210.57	\$ 1.71	\$ 212.28	\$ 747.18	\$ 1.71	\$ 748.89

Average annual tuition and all fees  
(30 credit hours per year)

\$ 6,317      \$ 51      \$ 6,368      \$ 22,415      \$ 51      \$ 22,466

	Graduate Resident			Graduate Non-Resident		
	Current	Change	Fall 2014	Current	Change	Fall 2014
Tuition	\$ 288.16	\$ -	\$ 288.16	\$ 288.16	\$ -	\$ 288.16
Out-of-state fee	-	-	-	785.15	-	785.15
Financial-aid fee	14.40	-	14.40	14.40	-	14.40
Non-resident financial-aid fee	-	-	-	39.25	-	39.25
Activity and service fee	10.79	0.88	11.67	10.79	0.88	11.67
Athletic fee	13.44	0.88	14.32	13.44	0.88	14.32
Health fee	10.89	(0.05)	10.84	10.89	(0.05)	10.84
Transportation access fee	9.10	-	9.10	9.10	-	9.10
Technology fee	14.40	-	14.40	14.40	-	14.40
Capital improvement fee	6.76	-	6.76	6.76	-	6.76
Total tuition and fees per-credit hour	\$ 367.94	\$ 1.71	\$ 369.65	\$ 1,192.34	\$ 1.71	\$ 1,194.05

Average annual tuition and all fees  
(24 credit hours per year)

\$ 8,831      \$ 41      \$ 8,872      \$ 28,616      \$ 41      \$ 28,657

# Attachment A

## University of Central Florida

### Proposed Tuition and Fees - Fall 2014

	Doctor of Physical Therapy Resident			Doctor of Physical Therapy Non-Resident		
	Current	Change	Fall 2014	Current	Change	Fall 2014
Tuition	\$ 494.50	\$ -	\$ 494.50	\$ 494.50	\$ -	\$ 494.50
Out-of-state fee	-	-	-	785.15	-	785.15
Financial-aid fee	14.40	-	14.40	14.40	-	14.40
Non-resident financial-aid fee	-	-	-	39.25	-	39.25
Activity and service fee	10.79	0.88	11.67	10.79	0.88	11.67
Athletic fee	13.44	0.88	14.32	13.44	0.88	14.32
Health fee	10.89	(0.05)	10.84	10.89	(0.05)	10.84
Transportation access fee	9.10	-	9.10	9.10	-	9.10
Technology fee	14.40	-	14.40	14.40	-	14.40
Capital improvement fee	6.76	-	6.76	6.76	-	6.76
Total tuition and fees per-credit hour	\$ 574.28	\$ 1.71	\$ 575.99	\$ 1,398.68	\$ 1.71	\$ 1,400.39
Average annual tuition and all fees (37 credit hours per year)	\$ 21,248	\$ 63	\$ 21,311	\$ 51,751	\$ 63	\$ 51,814

	Florida Interactive Entertainment Resident			Florida Interactive Entertainment Non-Resident		
	Current	Change	Fall 2014	Current	Change	Fall 2014
Tuition	\$ 1,038.21	\$ (21.70)	\$ 1,016.51	\$ 1,038.21	\$ (21.70)	\$ 1,016.51
Out-of-state fee	-	-	-	785.15	-	785.15
Financial-aid fee	14.40	-	14.40	14.40	-	14.40
Non-resident financial-aid fee	-	-	-	39.25	-	39.25
Activity and service fee	10.79	0.88	11.67	10.79	0.88	11.67
Athletic fee	13.44	0.88	14.32	13.44	0.88	14.32
Health fee <sup>1</sup>	-	10.84	10.84	-	10.84	10.84
Transportation access fee <sup>1</sup>	-	9.10	9.10	-	9.10	9.10
Technology fee	14.40	-	14.40	14.40	-	14.40
Capital improvement fee	6.76	-	6.76	6.76	-	6.76
Total tuition and fees per-credit hour	\$ 1,098.00	\$ -	\$ 1,098.00	\$ 1,922.40	\$ -	\$ 1,922.40
Average program tuition and all fees (30 credit hours in four consecutive terms)	\$ 32,940	\$ -	\$ 32,940	\$ 57,672	\$ -	\$ 57,672

<sup>1</sup> Beginning with Fall 2014 students will pay fees regardless of the programs location



## **ATTACHMENT B**

### **UCF-9.001 Schedule of Tuition and Fees.**

- (1) All students shall pay resident or non-resident tuition, as applicable, and associated fees. Tuition shall be defined as the basic fee charged to a student for instruction in credit courses at the University of Central Florida. Non-resident tuition shall be defined as the basic fee and the out-of-state fee assessed to non-resident students for instruction in credit courses at the University of Central Florida. Only those students who qualify as a Florida resident as defined in BOG Regulation 7.005 shall not be assessed the out-of-state fee.
- (2) Associated fees shall include the following:
  - (a) Tuition differential (applied to undergraduate courses only);
  - (b) Student Financial Aid Fee;
  - (c) Non-resident Student Financial Aid Fee (if student is not a Florida resident);
  - (d) Capital Improvement Trust Fund Fee;
  - (e) Transportation Access Fee;
  - (f) Activity and Service Fee;
  - (g) Athletic Fee;
  - (h) Health Fee; and
  - (i) Technology Fee.
- (3) In addition to the fees listed above, a Distance Learning Course Fee of \$18.00 per credit hour will be assessed for online Web-based courses.
- (4) Registration shall be defined as consisting of two components:
  - (a) Formal enrollment in one or more credit courses approved and scheduled by the university; and
  - (b) Payment or other appropriate arrangement for payment (installment, deferment, or third party billing) of tuition and associated fees for the courses in which the student is enrolled as of the end of the drop and add period.
- (5) Tuition and associated fees liability shall be defined as the liability for the payment of tuition and associated fees incurred at the point at which the student has completed registration.

(6) The following tuition and associated fees shall be levied and collected effective the fall semester indicated for each student regularly enrolled, unless provided otherwise by law or in this chapter.

(a) Students will be assessed the following tuition and associated fees per credit hour:

FALL 201~~43~~

For All Programs Except Doctor of Physical Therapy, Doctor of Medicine, and Florida Interactive Entertainment Academy (amounts per credit hour):

Fee	Undergraduate		Graduate	
	Resident	Non-Resident	Resident	Non-Resident
Tuition	\$105.07	\$105.07	\$288.16	\$288.16
Tuition Differential	\$44.20	\$44.20		
Out-of-State Fee		\$511.06		\$785.15
Student Financial Aid Fee	\$5.16	\$5.16	\$14.40	\$14.40
Non-Resident Financial Aid Fee		\$25.55		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10	\$9.10	\$9.10
Activity and Service Fee	<del>\$10.79</del> 11.67	<del>\$10.79</del> 11.67	<del>\$10.79</del> 11.67	<del>\$10.79</del> 11.67
Athletic Fee	<del>\$13.44</del> 14.32	<del>\$13.44</del> 14.32	<del>\$13.44</del> 14.32	<del>\$13.44</del> 14.32
Health Fee	<del>\$10.89</del> 10.84	<del>\$10.89</del> 10.84	<del>\$10.89</del> 10.84	<del>\$10.89</del> 10.84
Technology Fee	\$5.16	\$5.16	\$14.40	\$14.40
Total	<del>\$210.57</del> 212.28	<del>\$747.18</del> 748.89	<del>\$367.94</del> 369.65	<del>\$1,192.34</del> 1,194.05

Doctor of Physical Therapy (amounts per credit hour):

Graduate

Fee	Resident	Non-Resident
Tuition	\$494.50	\$494.50
Out-of-State Fee		\$785.15
Student Financial Aid Fee	\$14.40	\$14.40
Non-resident Financial Aid Fee		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10
Activity and Service Fee	<del>\$10.79</del> 11.67	<del>\$10.79</del> 11.67
Athletic Fee	<del>\$13.44</del> 14.32	<del>\$13.44</del> 14.32
Health Fee	<del>\$10.89</del> 10.84	<del>\$10.89</del> 10.84



Technology Fee	\$14.40	\$14.40
Total	<del>\$574.28</del> <u>575.99</u>	<del>\$1,398.68</del> <u>1,400.39</u>

Doctor of Medicine (annual amounts):

Graduate

Fee	Resident	Non-Resident
Tuition	<del>\$23,602.80</del> <u>25,490.80</u>	<del>\$23,602.80</del> <u>25,490.80</u>
Out-of-State Fee		<del>\$27,482.00</del> <u>25,594.00</u>
Student Financial Aid Fee	<del>\$1,180.00</del> <u>1,274.40</u>	<del>\$1,180.00</del> <u>1,274.40</u>
Non-resident Financial Aid Fee		<del>\$1,374.00</del> <u>1,279.60</u>
Capital Improvement Trust Fund Fee	270.40	\$270.40
Transportation Access Fee	\$364.00	\$364.00
Activity and Service Fee	<del>\$431.60</del> <u>466.80</u>	<del>\$431.60</del> <u>466.80</u>
Athletic Fee	<del>\$537.60</del> <u>572.80</u>	<del>\$537.60</del> <u>572.80</u>
Health Fee	<del>\$435.60</del> <u>433.60</u>	<del>\$435.60</del> <u>433.60</u>
Technology Fee	\$206.40	\$206.40
Equipment Fee	\$601.00	\$601.00
Total	<del>\$27,629.40</del> <u>29,680.20</u>	<del>\$56,485.40</del> <u>56,553.80</u>

Florida Interactive Entertainment Academy (FIEA) (Fall 201~~3~~4 cohort<sup>1</sup> amounts):

Graduate

Fee	Resident	Non-Resident
Tuition	<del>\$1,038.24</del> <u>1,016.51</u>	<del>\$1,038.24</del> <u>1,016.51</u>
Out-of-State Fee		\$785.15
Student Financial Aid Fee	\$14.40	\$14.40
Non-resident Financial Aid Fee		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76
<del>Transportation Access Fee</del>	<del>\$9.10</del>	<del>\$9.10</del>
Activity and Service Fee	<del>\$10.79</del> <u>11.67</u>	<del>\$10.79</del> <u>11.67</u>
Athletic Fee	<del>\$13.44</del> <u>14.32</u>	<del>\$13.44</del> <u>14.32</u>
<del>Health Fee</del>	<del>\$10.84</del>	<del>\$10.84</del>
Technology Fee	\$14.40	\$14.40
Total	\$1,098.00	\$1,922.40

<sup>1</sup> FIEA cohort requires thirty student credit hours obtained in four consecutive semesters.

Graduates receive a Master of Science degree in Interactive Entertainment.

- (b) Pursuant to Section 1009.285 F.S., each student enrolled in the same undergraduate course more than twice shall be assessed an additional ~~\$122.00~~158.84 per credit hour charge, in addition to the fees outlined above for each such course.



(7) Students are required to pay an excess hours surcharge for each credit hour in excess of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled. The excess hour surcharge shall become effective for students who enter a state university for the first time and maintain continuous enrollment as follows:

- (a) For students who enter a state university for the first time in the Fall 2009 semester or any academic term thereafter up to and including Summer 2011, the University shall require the student to pay an excess hour surcharge equal to 50 percent of the tuition rate for each credit hour in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (b) For students who enter a state university for the first time in the Fall 2011 semester or any academic term thereafter up to and including Summer 2012, the University shall require the student to pay an excess hours surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 115 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (c) For students who enter a state university for the first time in the Fall 2012 semester or thereafter, the University shall require the student to pay an excess hours surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 110 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.

*Authority: BOG Regulations 1.001 and 7.001; General Appropriations Act, 2011. History—New 9-25-02, Amended 12-8-03, 11-22-05, 6-27-06, 8-27-07, 12-07-07, 8-19-08, Formerly 6C7-9.001, Amended 6-22-09, 8-12-10, 7-6-11, 9-15-11, 7-3-12, 8-12-13.*

**ITEM: FFC-2**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Revisions to Amendments to Regulation UCF-6.008 Vehicle Registration Fees and Parking Violation Fines

**DATE:** May 22, 2014

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**PROPOSED COMMITTEE ACTION**

Approve the attached amendments to existing university regulation UCF-6.008 Vehicle Registration Fees and Parking Violation Fines.

**BACKGROUND INFORMATION**

The Florida Board of Governors requires that all regulation revisions relating to tuition or fees be approved by the Board of Trustees and then by the Florida Board of Governors. The board is being requested to approve revisions to UCF-6.008 to be effective at the start of the Fall 2014 semester.

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**Supporting documentation:** University Regulation UCF-6.008

**Prepared by:** Youndy C. Cook, Deputy General Counsel

**Submitted by:** W. Scott Cole, Vice President and General Counsel

**UCF-6.008 Vehicle Registration Fees; Parking Violation Fines.**

(1) Vehicle Registration Fees ~~for the 2013-14 academic year~~. All fees, as posted, do not include applicable State Sales Taxes. Vehicle permit fees are subject to change at the beginning of each academic year. There is no refund for a parking permit once it is issued.

(a) Decal fees for the ~~2013-14~~ 2014-15 academic years and going forward are:

Classification	Annual	1 Semester
B	\$303.60	\$152.29
BM	\$303.60	
C	\$181.01	\$ 90.98
CM	\$181.01	
D	\$90.03	\$ 45.01
DM	\$90.03	
G	No charge	No charge
KP	\$135.04	\$67.52
MC	\$46.93	\$23.94
R	\$135.04	\$67.52
RL	\$135.04	\$67.52

(b) Hangtag fees for the ~~2013-14~~ 2014-15 academic years and going forward are:

Classification	Annual	1 Semester
A	\$1029.58	\$514.79
B	<del>\$455.40</del> <u>\$379.50</u>	<del>\$228.43</del> <u>\$190.36</u>
BM	<del>\$455.40</del> <u>\$379.50</u>	



C	<del>\$271.51</del> <u>\$226.26</u>	\$136.48
CM	<del>\$271.51</del> <u>\$226.26</u>	
D	<del>\$135.04</del> <u>\$112.54</u>	<del>\$67.52</del> <u>\$56.26</u>
KP	<del>\$202.56</del> <u>\$168.80</u>	<del>\$101.28</del> <u>\$84.40</u>
R	<del>\$202.56</del> <u>\$168.80</u>	<del>\$101.28</del> <u>\$84.40</u>
RL	<del>\$202.56</del> <u>\$168.80</u>	<del>\$101.28</del> <u>\$84.40</u>

V \$47.89 monthly or \$478.87 annually from date of purchase

(c) Additional Parking Fees:

1. Daily Visitor: \$5.00 per day.
  - a. Daily Visitor permits after 5:30 p.m.: \$3.00
  - b. Daily Visitor permits are valid from the time of purchase until 11:59 p.m. the same day.
2. Temporary, No Charge (available to current permit holders only).
3. Metered parking: \$1.00 per hour.
4. Pay-by-space (Visitors Lot Only): \$1.00 per hour for a 2-hour maximum.
5. Replacement permits are issued for \$14.08 plus tax for an annual permit and \$7.04 plus tax for a semester permit. Proof of sale of the vehicle or return of the original permit is required.

(d) Special Provisions. All on-campus residents must pay a premium of 50% above the regular price of a decal. Parking Lots H-5 through H-9 are designated for Lake Claire residents only.

(c) Students who are enrolled in the programs offered by the Center for Multilingual Multicultural Studies (CMMS) are eligible to purchase a seven (7) week permit designated as "DIT". The fee for each seven (7) week permit will be \$25 + state sales tax.

(2) Schedule of Parking Violation Fines ~~2013-14 academic year.~~

(a) Violation	Fine
Unregistered or No Valid Permit	\$30.00

Improper Display of Permit	\$20.00
Unauthorized or Fraudulent Use of Permit	\$100.00
Expired License Plate	\$40.00
Parking in a Disabled Space Without Proper Permit	\$250.00
Blocking a Disabled Ramp	\$250.00
Unauthorized Parking in a 24-Hour Reserved Space	\$50.00
Blocking Traffic or a Roadway	\$30.00
Parking in a Service Vehicle Space Without Proper Permit	\$35.00
Parked Out of Assigned Area	\$25.00
Expired Meter or Overtime in a Pay-by-Space Parking Space	\$20.00
Parking in an Undesignated Area	\$30.00
Any Other Parking Violation Not Herein Specified	\$20.00

- (b) All parking violation fines are due within 10 working days. Fines not paid within ten (10) working days, will accumulate a \$10.00 late fee.
- (c) Administrative Fees: A fee may be applied in lieu of the original citation fee(s) when the appellant is found to have committed the violation but the Appeals committee deems it reasonable to waive a portion of the fee.
  - 1. Immobilization (Boot) Fee: \$50.00
  - 2. Impoundment Fee (for bicycles): \$20.00
  - 3. Failure to display a valid parking permit: \$10.00 each occurrence
  - 4. Failure to display a valid license plate: \$10.00 each occurrence

*Authority: BOG Regulations 1.001 and 7.003. History–New 7-1-09, Amended 8-12-10, 7-7-11, 6-29-12, 7-23-13, \_\_\_\_\_-14.*



ITEM: INFO-1

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

SUBJECT: University Operating Budget Report Quarter Ended March 31, 2014

DATE: May 22, 2014

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For information only.

**University of Central Florida  
Operating Budget Status**

**March 31, 2014**

***Year-to-Date Activity and Variances***

The attached reports include revenues and expenditures for the nine months ending March 31, 2014, compared to the operating budget. Student credit hours are consistent with the enrollment plan and are slightly less than the prior year by 1.1 percent. Revenue and expenditures as a percentage of budget are 4.8 percent and 0.4 percent, respectively, higher than last year. Overall, revenues and expenditures as a percent of the operating budget are 73 percent and 63 percent, respectively. Specific activities and variances in certain budget categories are described below.

Educational & General

E&G revenues increased \$61.2 million. State appropriations increased \$54.8 million and tuition and fees increased \$7.8 million, which includes an increase in Summer tuition revenue resulting from the Fall 2012 rate increase, and the 1.7 percent consumer price index increase to undergraduate base tuition.

E&G expenditures increased by \$0.7 million. Salaries and benefits increased \$8.7 million, which includes headcount increases, pay rate increases, and legislative increases in employer contributions to fund state retirement plans. The increase in salaries and benefits was offset by a \$9.6 million decrease in facilities and improvement costs.

Medical School

Medical school revenues increased by \$2.9 million primarily due to increased student fees and state appropriations.

Medical school expenditures increased by \$0.6 million. Salaries and benefits increased \$0.5 million.

Auxiliary Enterprises

Auxiliary revenues increased by \$19.8 million. \$14.4 million of the increase was related to an accounting change for utilities by facility operations. Computer Services and Technology revenues increased \$2.1 million primarily due to campus-network improvements funded from technology fees and other projects. Housing revenues increased \$3.4 million due to the opening of additional housing facilities.

Expenditures increased by \$22.8 million. Utilities increased \$12.4 million primarily due to the accounting change for facility operations. Salaries and benefits increased \$4.4 million, which includes headcount increases, pay rate increases, and increases in employer rates for retirement plans. Computer Services and Technology purchases for resale increased \$3.5 million. Athletic conference obligations were \$3.4 million, a significant portion of which will be reimbursed to the university in the fourth quarter of fiscal year 2014. These increases were offset by a \$3.2 million decrease in license expenditures associated with the prior year WUCF TV license purchase.



**University of Central Florida  
Operating Budget Status**

**March 31, 2014**

Sponsored Research

Sponsored research revenues increased \$5.4 million primarily attributable to a change in accounting in conjunction with the implementation of a new financial systems accounts receivable module. Historically, revenues were recorded on a cash basis throughout the year with a conversion to accrual basis for year-end financial reporting. Beginning in November 2013, revenues are now recorded on an accrual basis throughout the year.

Expenditures decreased \$7.7 million. Prior year expenses included \$4.1 million for facility improvement. Capital purchases decreased by \$1.8 million due to fewer equipment purchases for the Florida Solar Energy Center's Sunsmart School project.

Student Financial Aid

Revenues decreased \$0.7 million. Actual activity showed a decrease in federal funds for the Direct Lending programs of \$3.4 million and a decrease of \$2.3 million for Bright Futures Scholarships, offset by increases in funding for federal Pell Grants of \$2.7 million and combined increases in First Generation Grants, Private Loans, Federal Work Study Program, and College of Medicine Institutional Scholarships totaling \$2.7 million.

Expenditures increased \$1.7 million. Need-based student awards increased \$2.1 million offset by a \$1.2 million decrease in non-need-based student awards. Salaries and benefits increased \$0.8 million primarily from increases in employment of student assistants.

Student Activities

Revenues and expenses remain consistent with the prior year.

Concessions

Revenues and expenses remain consistent with the prior year.

Technology Fee

Technology fee revenues were consistent with the prior year.

Technology fee expense variances are due to timing differences in the progress of the various projects. Approximately 27 percent of 2013-14 and 97 percent of 2012-13 and prior years' awarded funds have been spent or transferred to Computer Services and Telecommunications for projects completed or in progress.

# University of Central Florida

## Operating Budget Report

as of March 31, 2014 (75% of year)

### 2013-14

	Revenue	Expenditures	Expenditure Budget	% of Budget Spent	Revenue as % of Budget	Revenue less Expenditures	Fund Balance (as of July 1)
Educational & General	\$ 426,971,944	\$ 328,084,578	\$ 605,918,672	54.1%	70.5%	\$ 98,887,365	\$ 121,024,562
Medical School	26,875,329	21,139,083	48,166,720	43.9%	55.8%	5,736,246	14,496,365
Auxiliary Enterprises	134,560,696	114,854,643	188,545,104	60.9%	71.4%	19,706,053	159,354,663
Sponsored Research	107,047,538	87,284,258	150,912,000	57.8%	70.9%	19,763,279	23,797,770
Student Financial Aid	408,623,831	410,356,738	521,544,307	78.7%	78.3%	(1,732,907)	28,560,028
Student Activities	15,292,716	13,195,029	21,945,080	60.1%	69.7%	2,097,687	8,954,497
Concessions	468,151	170,103	420,000	40.5%	111.5%	298,048	884,687
Technology Fee	7,492,554	5,940,167	9,945,000	59.7%	75.3%	1,552,387	4,711,636
	<u>\$ 1,127,332,758</u>	<u>\$ 981,024,599</u>	<u>\$ 1,547,396,883</u>	<u>63.4%</u>	<u>72.9%</u>	<u>\$ 146,308,159</u>	<u>\$ 361,784,208</u>

### 2012-13

	Revenue	Expenditures	Expenditure Budget	% of Budget Spent	Revenue as % of Budget	Revenue less Expenditures	Fund Balance (as of July 1)
Educational & General	\$ 365,733,190	\$ 327,310,902	\$ 581,424,002	56.3%	62.9%	\$ 38,422,288	\$ 165,730,164
Medical School	23,944,326	20,527,384	42,378,001	48.4%	56.5%	3,416,942	11,135,112
Auxiliary Enterprises	114,713,601	91,977,244	174,983,999	52.6%	65.6%	22,736,357	131,685,970
Sponsored Research	101,614,441	94,989,651	154,597,904	61.4%	65.7%	6,624,790	22,505,218
Student Financial Aid	409,316,068	408,653,452	539,721,705	75.7%	75.8%	662,616	28,066,695
Student Activities	15,671,380	12,908,570	22,186,188	58.2%	70.6%	2,762,810	9,350,292
Concessions	505,029	196,349	380,000	51.7%	132.9%	308,680	637,249
Technology Fee	7,679,132	5,117,019	11,075,000	46.2%	69.3%	2,562,113	6,323,487
	<u>\$ 1,039,177,167</u>	<u>\$ 961,680,571</u>	<u>\$ 1,526,746,799</u>	<u>63.0%</u>	<u>68.1%</u>	<u>\$ 77,496,596</u>	<u>\$ 375,434,187</u>



# University of Central Florida

## Operating Expenditure Report

as of March 31, 2014 (75% of year)

### 2013-14

2013-14

	Expenditures - Amount					Expenditures - Percent of Total				
	Salaries and Benefits	Expenses	Capital Purchases	Debt Service	Total	Salaries and Benefits	Expenses	Capital Purchases	Debt Service	Total
Educational & General	\$ 233,711,688	\$ 89,317,772	\$ 5,055,119	\$ -	\$ 328,084,578	71.2%	27.2%	1.5%	-	100.0%
Medical School	14,770,405	5,858,030	510,647	-	21,139,083	69.9%	27.7%	2.4%	-	100.0%
Auxiliary Enterprises	33,765,325	70,957,160	1,081,625	9,050,533	114,854,643	29.4%	61.8%	0.9%	7.9%	100.0%
Sponsored Research	41,837,247	41,961,019	3,485,992	-	87,284,258	47.9%	48.1%	4.0%	-	100.0%
Student Financial Aid	2,899,735	407,457,002	-	-	410,356,738	0.7%	99.3%	-	-	100.0%
Student Activities	6,786,837	6,370,689	37,503	-	13,195,029	51.4%	48.3%	0.3%	-	100.0%
Concessions	645	169,458	-	-	170,103	0.4%	99.6%	-	-	100.0%
Technology Fee	46,427	3,048,229	2,845,511	-	5,940,167	0.8%	51.3%	47.9%	-	100.0%
	\$ 333,818,309	\$ 625,139,359	\$ 13,016,398	\$ 9,050,533	\$ 981,024,599	34.0%	63.7%	1.3%	0.9%	100.0%

### 2012-13

2012-13

	Expenditures - Amount					Expenditures - Percent of Total				
	Salaries and Benefits	Expenses	Capital Purchases	Debt Service	Total	Salaries and Benefits	Expenses	Capital Purchases	Debt Service	Total
Educational & General	\$ 224,966,687	\$ 96,918,312	\$ 5,425,903	\$ -	\$ 327,310,902	68.7%	29.6%	1.7%	-	100.0%
Medical School	14,317,105	5,651,140	559,139	-	20,527,384	69.7%	27.5%	2.7%	-	100.0%
Auxiliary Enterprises	29,346,151	51,650,553	1,666,662	9,313,878	91,977,244	31.9%	56.2%	1.8%	10.1%	100.0%
Sponsored Research	41,826,404	47,910,547	5,252,682	18	94,989,651	44.0%	50.4%	5.5%	0.0%	100.0%
Student Financial Aid	2,106,874	406,489,807	56,771	-	408,653,452	0.5%	99.5%	0.0%	-	100.0%
Student Activities	6,551,522	6,299,396	57,652	-	12,908,570	50.8%	48.8%	0.4%	-	100.0%
Concessions	114	196,235	-	-	196,349	0.1%	99.9%	-	-	100.0%
Technology Fee	94,576	4,078,966	943,477	-	5,117,019	1.8%	79.7%	18.4%	-	100.0%
	\$ 319,209,433	\$ 619,194,956	\$ 13,962,286	\$ 9,313,896	\$ 961,680,571	33.2%	64.4%	1.5%	1.0%	100.0%

# University of Central Florida

## Operating Budget Report

as of March 31, 2014 (75% of year)

### Statistical Information

#### Student Credit Hours<sup>1</sup>

##### Actual Compared to UCF Plan

	2013-14				2012-13			
	Actual	Plan	Difference	% Variance	Actual	Plan	Difference	% Variance
Summer <sup>2</sup>	228,164	228,060	104	0.0%	235,805	240,038	(4,233)	-1.8%
Fall	644,246	643,743	503	0.1%	649,923	667,522	(17,599)	-2.6%
Spring <sup>3</sup>	619,488	616,987	2,501	0.4%	622,636	648,722	(26,087)	-4.0%
	1,491,898	1,488,790	3,108	0.2%	1,508,364	1,556,282	(47,919)	-3.1%

##### Current Year Compared to Prior Year

	2013-14	2012-13	Difference	% Variance	2012-13	2011-12	Difference	% Variance
Summer <sup>2</sup>	228,164	235,805	(7,641)	-3.2%	235,805	232,108	3,697	1.6%
Fall	644,246	649,923	(5,678)	-0.9%	649,923	647,221	2,702	0.4%
Spring <sup>3</sup>	619,488	622,636	(3,148)	-0.5%	622,636	624,479	(1,844)	-0.3%
	1,491,898	1,508,364	(16,467)	-1.1%	1,508,364	1,503,808	4,556	0.3%

#### Additional Statistical Information

Student headcount - Fall 2013 and 2012

Percent in-state students - Fall 2013 and 2012

Foundation endowment - June 30, 2013, and 2012

Foundation assets - June 30, 2013, and 2012

On-campus housing, including Greek housing<sup>4</sup>

Rosen Campus housing<sup>4</sup>

Affiliated housing<sup>4</sup>

Managed housing<sup>4</sup>

Gross square footage - Orlando Campus<sup>4</sup>

Acreage - Orlando Campus<sup>4</sup>

	2013-14	2012-13	Difference	% Variance
Student headcount	59,770	59,785	(15)	0.0%
Percent in-state students	94.7%	94.8%	-0.1%	
Foundation endowment	\$133,827,336	\$121,087,980	\$ 12,739,356	10.5%
Foundation assets	\$263,770,330	\$244,702,384	\$ 19,067,946	7.8%
On-campus housing, including Greek housing <sup>4</sup>	6,900			
Rosen Campus housing <sup>4</sup>	388			
Affiliated housing <sup>4</sup>	3,723			
Managed housing <sup>4</sup>	594			
Gross square footage - Orlando Campus <sup>4</sup>	9,844,897			
Acreage - Orlando Campus <sup>4</sup>	1,415			

<sup>1</sup> Medical students are not included in student credit hours.

<sup>2</sup> Summer 2013 data. Summer 2014 will be included in 2014-15 reporting.

<sup>3</sup> Spring 2014 is preliminary data.

<sup>4</sup> As of Fall 2013



# University of Central Florida

## Operating Budget Status

### Explanation of Terms

#### *Budgets*

**Educational & General.** The Educational & General budget includes expenditures for instructional activities and related administrative support. This budget is funded by general revenue, Educational Enhancement funds, and student fees. E&G student fees include tuition and out-of-state fees.

**Auxiliary Enterprises.** Auxiliary enterprises include those activities that are not instructional in nature but support the operation of the university. The primary auxiliary areas include Housing, Student Health Services, Parking Services, Computer Store, Telecommunications, Continuing Education, Dining Services, and the Bookstore. The auxiliaries must generate adequate revenue to cover expenditures and allow for future renovations and building or equipment replacement, if applicable. Several of the auxiliaries are partially or wholly funded by student fees, including Student Health Services, Parking Services and Material and Supply Fees.

**Sponsored Research.** Sponsored research includes research activities that are funded by federal, state, local, and private funds.

**Student Financial Aid.** The student financial aid budget largely represents scholarship and loan funds that are received by the university and subsequently disbursed to students. Large disbursements of these funds occur at the beginning of the fall and spring semesters. The expenditures in this budget will, therefore, not coincide with the months remaining in the year.

**Student Activities.** The student activities budget is funded by the Activity and Service Fee paid by the students and includes expenditures for student government and student clubs and organizations. This budget also includes all expenditures for the Student Union and the Recreation and Wellness Center. Expenditures for these entities are funded by the Activity and Service Fee and by revenue generated through functions in the facilities.

**Concessions.** The concessions budget is funded from vending machine revenue. These funds are used for events and other expenditures that support the university.

**Technology Fee.** The technology fee was established in January 2009 as allowed by Florida Statute 1009.24. The university began charging 5 percent of the tuition per credit hour beginning in the fall term of the 2009-10 academic years. A committee and guidelines for the allocation and use of the technology resources were established. The revenue from this fee will be used to enhance instructional technology resources for students and faculty.



## University of Central Florida Operating Budget Status

### Explanation of Terms

#### *Expenditure Categories*

**Salaries and Benefits.** Salaries and benefits include salary payments, along with employer benefit costs, including FICA, health insurance, life insurance, disability insurance, and pre-tax benefits. Benefits are approximately 30 percent of salaries for permanent employees.

**Expenses.** Expenses include office supplies, repairs, maintenance costs, contract services, and all other items not included as salaries, capital purchases, or debt service.

**Capital Purchases.** Capital purchases include personal property with a value of \$5,000 or more and library resources with a value of \$250 or more, and an expected life of one year or more.

**Debt Service.** Debt service includes principal and interest payments on bonds and other loans within the university.

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** 2014-15 University Operating Budget

**DATE:** May 22, 2014

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**PROPOSED COMMITTEE ACTION**

Approval of the university's 2014-15 operating budget.

**BACKGROUND INFORMATION**

Approve the operating budgets for the Educational & General, Medical School, Auxiliary Enterprises, Sponsored Research, Student Financial Aid, Student Activities, Technology Fee, and Concessions areas as indicated in Attachment A.

The Educational & General budgets reflect the amounts proposed by the legislature and are subject to approval by the governor. A proposed allocation for performance funding is included and subject to approval by the Board of Governors in June. This request includes approval to amend the budget if the actual allocation differs.

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**Supporting documentation:** 2014-15 Proposed Operating Budget (Attachment A)  
Changes in E&G Funding (Attachment B)  
Auxiliary Enterprises Proposed Operating Budget (Attachment C)  
Summary of 2013-14 Expenditures (Attachment D)

**Prepared by:** Tracy Clark, Associate Vice President for Finance and Controller  
Christy Tant, Senior Associate Controller, Finance and Accounting

**Submitted by:** William F. Merck II, Vice President for Administration and Finance and  
Chief Financial Officer

# Attachment A

## University of Central Florida

### 2014-15 Proposed Operating Budget

	2014-15 Proposed Budget	2013-14 Operating Budget	% Increase (Decrease)	\$ Increase (Decrease)
<b>Educational &amp; General (E&amp;G)</b>				
General Revenue <sup>1</sup>	\$ 240,289,572	\$ 219,385,637	10%	\$ 20,903,935
Lottery <sup>1</sup>	36,011,738	28,987,712	24%	7,024,026
Student Tuition and Fees <sup>1</sup>	246,536,692	244,164,514	1%	2,372,178
<b>Total Educational and General</b>	<u>\$ 522,838,002</u>	<u>\$ 492,537,863</u>	<u>6%</u>	<u>\$ 30,300,139</u>
<b>Medical School (E&amp;G)</b>				
General Revenue <sup>1</sup>	\$ 25,683,699	\$ 24,440,649	5%	\$ 1,243,050
Student Tuition and Fees <sup>1</sup>	13,430,910	11,325,290	19%	2,105,620
<b>Total Educational and General</b>	<u>\$ 39,114,609</u>	<u>\$ 35,765,939</u>	<u>9%</u>	<u>\$ 3,348,670</u>
<b>Auxiliary Enterprises <sup>2</sup></b>	\$ 206,596,893	\$ 188,545,104	10%	\$ 18,051,789
<b>Sponsored Research</b>	152,584,000	150,912,000	1%	1,672,000
<b>Student Financial Aid <sup>3</sup></b>	503,923,681	521,544,307	-3%	(17,620,626)
<b>Student Activities</b>	20,000,000	21,945,080	-9%	(1,945,080)
<b>Technology Fee</b>	9,100,000	9,945,000	-8%	(845,000)
<b>Concessions</b>	460,000	420,000	10%	40,000
<b>Total Operating Budget</b>	<u><u>\$ 1,454,617,185</u></u>	<u><u>\$ 1,421,615,293</u></u>	<u><u>2%</u></u>	<u><u>\$ 33,001,892</u></u>

<sup>1</sup> See Attachment B for detail of the changes in these budgets.

<sup>2</sup> Detail for this budget is included in Attachment C.

<sup>3</sup> The decrease in Student Financial Aid is primarily attributed to a decrease in budgeting for federal loan programs.



# Attachment B

## University of Central Florida

### Changes in E&G Funding

#### Changes in University E&G Funding

	General Revenue	Lottery	Tuition and Fees	Total
<b>2013-14 BOT approved budget</b>	<b>\$ 205,326,692</b>	<b>\$ 28,987,712</b>	<b>\$ 242,563,961</b>	<b>\$ 476,878,365</b>
Statutory increase in undergraduate base tuition (1.7% CPI)			1,600,553	1,600,553
Team Grant funding (non-recurring) <sup>1</sup>	4,858,413			4,858,413
Performance funding (non-recurring)	2,608,696			2,608,696
Competitive pay adjustment	4,200,953			4,200,953
Health insurance increases	1,384,223			1,384,223
OPS health insurance	432,725			432,725
Risk management premium increase	573,935			573,935
<b>2013-14 adjusted budget</b>	<b>219,385,637</b>	<b>28,987,712</b>	<b>244,164,514</b>	<b>492,537,863</b>
Projected credit hour increase, other fee changes			2,372,178	2,372,178
<b>Performance based funding:</b>				
Reversal of 2013-14 Performance based funding	(2,608,696)			(2,608,696)
2014-15 Performance based funding <sup>2</sup>	21,880,156			21,880,156
<b>Unique University issues:</b>				
Center for Reading - Istation (\$1.5m non-recurring)	4,000,000			4,000,000
Downtown Presence	2,000,000			2,000,000
Plant operation and maintenance for new space	737,541			737,541
Reversal of Team Grant funding (non-recurring)	(4,858,413)			(4,858,413)
Reversal of Anti-hazing and Urban teacher (non-recurring)	(1,450,000)			(1,450,000)
Restore Anti-hazing online education (non-recurring)	1,000,000			1,000,000
STEM Instructional Enhancement (non-recurring)	1,000,000			1,000,000
Evans Community School (non-recurring)	685,000			685,000
Lou Frey Institute (non-recurring)	250,000			250,000
Dual Enrollment (non-recurring)	15,724			15,724
Lottery adjustment	(7,024,026)	7,024,026		-
<b>2013-14 Annualization Adjustments:</b>				
Competitive pay adjustment	1,400,317			1,400,317
Health insurance increases	2,702,418			2,702,418
OPS health insurance	339,162			339,162
Retirement system normal costs	834,752			834,752
Net increase	20,903,935	7,024,026	2,372,178	30,300,139
<b>2014-15 beginning budget</b>	<b>\$ 240,289,572</b>	<b>\$ 36,011,738</b>	<b>\$ 246,536,692</b>	<b>\$ 522,838,002</b>

#### Changes in Medical School Funding

	General Revenue	Lottery	Tuition and Fees	Total
<b>2013-14 BOT approved budget</b>	<b>\$ 24,177,953</b>	<b>\$ -</b>	<b>\$ 11,325,290</b>	<b>\$ 35,503,243</b>
Competitive pay adjustment	191,629			191,629
Health insurance increases	71,067			71,067
<b>2013-14 adjusted budget</b>	<b>24,440,649</b>	<b>-</b>	<b>11,325,290</b>	<b>35,765,939</b>
Tuition and enrollment increase, other fee changes			2,105,620	2,105,620
<b>Unique University issues:</b>				
Crohn's and Colitis Research	500,000			500,000
Phase-in funding	475,584			475,584
<b>2013-14 Annualization Adjustments:</b>				
Competitive pay adjustment	63,876			63,876
Health insurance increases	139,950			139,950
Retirement system normal costs	63,640			63,640
Net increase	1,243,050	-	2,105,620	3,348,670
<b>2014-15 beginning budget</b>	<b>\$ 25,683,699</b>	<b>\$ -</b>	<b>\$ 13,430,910</b>	<b>\$ 39,114,609</b>

<sup>1</sup> Includes amounts received on behalf of partnering institutions. Net proceeds of \$2.4 million are available to UCF on a non-recurring basis.

<sup>2</sup> Proposed allocation from \$200 million of performance funding to be approved by the Board of Governors in June, including the following:

Reversal of 2013-14 base budget	\$ (8,953,386)
New SUS funding (\$100m)	16,757,792
Reinstatement of 2013-14 Performance Funding (\$20m)	2,608,696
Reallocation of \$80m of old funding (\$65m base + \$15m Team)	11,467,054
	<b>\$ 21,880,156</b>

# Attachment C

## University of Central Florida

### Auxiliary Enterprises Proposed Operating Budget

	2014-15 Proposed Budget	2013-14 Operating Budget	% Increase (Decrease)	\$ Increase (Decrease)
Housing	\$ 29,005,903	\$ 26,374,833	10%	\$ 2,631,070
Parking Services	19,453,273	18,444,407	5%	1,008,866
Student Health Services	19,429,314	17,244,776	13%	2,184,538
Business Services	8,963,165	9,383,499	-4%	(420,334)
Computer Store, Telecommunications	32,500,000	37,500,000	-13%	(5,000,000)
Academic Support - Colleges	11,656,297	10,872,434	7%	783,863
Academic Support - Other <sup>2</sup>	20,192,972	20,273,867	0%	(80,895)
Continuing Education, EMBA	11,214,900	8,197,357	37%	3,017,543
Material and Supply, Equipment Fees	5,243,700	5,991,431	-12%	(747,731)
Energy Management and Sustainability	17,784,284	16,500,000	8%	1,284,284
Global Achievement Academy	8,046,500	-	100%	8,046,500
Other Auxiliaries <sup>1</sup>	23,106,585	17,762,500	30%	5,344,085
<b>Total Auxiliary Enterprises</b>	<b>\$ 206,596,893</b>	<b>\$ 188,545,104</b>	<b>10%</b>	<b>\$ 18,051,789</b>

<sup>1</sup> The Other Auxiliaries budget includes auxiliaries in administrative areas such as Human Resources and Police. This amount also includes a budget reserve for the auxiliaries.

<sup>2</sup> The Academic Support Other budget primarily includes various auxiliaries in the Student Development and Enrollment Services area, Distance Learning, and the Florida Solar Energy Center.

### ***Auxiliary Enterprises Expenditures vs. Budget***

	Expenditures as of March 31, 2014	2013-14 Operating Budget	Percent Spent
Housing	\$ 20,857,182	\$ 26,374,833	79.1%
Parking Services	9,238,212	18,444,407	50.1%
Student Health Services	11,116,861	17,244,776	64.5%
Business Services	4,492,181	9,383,499	47.9%
Computer Store, Telecommunications	21,226,255	37,500,000	56.6%
Academic Support - Colleges	3,426,499	10,872,434	31.5%
Academic Support - Other	13,608,242	20,273,867	67.1%
Continuing Education, EMBA	7,272,008	8,197,357	88.7%
Material and Supply, Equipment Fees	3,010,374	5,991,431	50.2%
Energy Management and Sustainability	13,216,863	16,500,000	80.1%
Other Auxiliaries	7,389,965	17,762,500	41.6%
<b>Total Auxiliary Enterprises</b>	<b>\$ 114,854,642</b>	<b>\$ 188,545,104</b>	<b>60.9%</b>



# Attachment D

## University of Central Florida

### Summary of 2013-14 Expenditures

(as of March 31, 2014 - 75% of year)

#### *Total Operating Budget Expenditures vs. Budget*

	Expenditures as of March 31, 2014	2013-14 Operating Budget	Percent Spent
Educational & General <sup>1</sup>	\$ 328,084,578	\$ 605,918,672	54.10%
Medical School <sup>1</sup>	21,139,083	48,166,720	43.90%
Auxiliary Enterprises	114,854,642	188,545,104	60.90%
Sponsored Research	87,284,258	150,912,000	57.80%
Student Financial Aid	410,356,738	521,544,307	78.70%
Student Activities	13,195,029	21,945,080	60.10%
Technology Fee	5,940,167	9,945,000	59.70%
Concessions	170,103	420,000	40.50%
<b>Total Operating Budget</b>	<b>\$ 981,024,598</b>	<b>\$1,547,396,883</b>	<b>63.40%</b>

<sup>1</sup> The 2013-14 Operating Budget includes carryforward funds for which spending authority was approved in a previous year.

#### *Educational and General Expenditures by Activity*

	Expenditures as of March 31, 2014	Percent of Total
Instruction, Research, and Academic Support	\$ 211,899,204	64.6%
Library	9,832,463	3.0%
Institutional Support	42,079,556	12.8%
Student Services	36,018,679	11.0%
Plant Operation and Maintenance	28,254,676	8.6%
<b>Total Educational and General Expenditures</b>	<b>\$ 328,084,578</b>	<b>100.0%</b>



**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** 2014-15 Capital Outlay Budget

**DATE:** May 22, 2014

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**PROPOSED COMMITTEE ACTION**

Approve the university's 2014-15 capital outlay budget and authorize the president to make necessary adjustments to the 2014-15 capital outlay budget.

**BACKGROUND INFORMATION**

Pursuant to Florida Statute 1013.61, each university's Board of Trustees must adopt an annual capital outlay budget that designates proposed expenditures by project. The attached University of Central Florida 2014-15 capital outlay budget lists the projects approved during the legislative session and by the governor. Approval is sought for the attached budget along with authorization for the president to make changes to this budget as necessary during the year.

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**Supporting documentation:** 2014-15 Capital Outlay Budget (Attachment A)

**Prepared by:** Lee Kernek, Associate Vice President for Administration and Finance

**Submitted by:** William F. Merck II, Vice President for Administration and Finance  
and Chief Financial Officer

## 2014-15 Capital Outlay Budget Projects By Funding Source

Projects funded by Public Education Capital Outlay (PECO)	2014-15	Funded
Engineering Building I Renovation	13,954,277	-
Math and Physics Building (Mathematical Sciences) Remodeling and Renovation	9,422,105	-
Utilities, Infrastructure, and Capital Renewal	11,994,197	2,185,937
John C. Hitt Library Renovation Phase II	35,000,000	-
Interdisciplinary Research and Incubator Facility	5,924,183	-
UCF VC Classroom Building	7,500,000	-
Arts Complex Phase II (Performance)	5,000,000	-
Partnership IV	2,450,000	8,000,000
<b>TOTAL</b>	<b>\$ 91,244,762</b>	<b>\$ 10,185,937</b>

Projects funded by donations and the Courtelis Facility Matching Grant Program	Cumulative 2014-15	
	Donations	Courtelis
Laboratory Instructional Building	\$ 15,372,777	-
Morgridge International Reading Center	2,297,170	-
Burnett Bio-Medical Science Center	2,528,605	-
Career Services and Experiential Learning	196,950	-
College of Optics and Photonics	69,735	-
Engineering III	2,384,463	-
Psychology Building	86,540	-
Arts Complex II Enhancement	500,000	-
Physical Sciences Building	1,162	-
Alumni Center, John & Martha Hitt Library	8,249	-
<b>TOTAL</b>	<b>\$ 23,445,651</b>	<b>-</b>

Maintenance, repair, renovation, and remodeling projects	2014-15
	\$ 2,925,357
<b>TOTAL</b>	<b>\$ 2,925,357</b>

Capital Improvement Trust Fund	2014-15	Funded
John C. Hitt Library Phase I	\$ 25,199,358	\$ 6,855,331
<b>TOTAL</b>	<b>\$ 25,199,358</b>	<b>\$ 6,855,331</b>

Projects constructed or acquired with proceeds non-state sources, including debt	2014-15
Wayne Densch Center For Student Athletic Leadership	\$ 14,000,000
Rosen Storage Shed	225,000
Rosen Educational Facility	17,000,000
Creative Village Garage	15,000,000
Civil and Environmental Engineering	17,410,000
Creative School	1,500,000
Parking Garage VII	20,000,000
Sustainability Center	2,500,000
Special Purpose Housing and Parking Garage	25,000,000
Special Purpose Housing II	8,000,000
Parking Decks	17,000,000
Graduate Housing	50,000,000
Refinance UCF Foundation Properties	37,410,000
Student Housing	50,000,000
Garage Expansion	5,000,000
Classroom and Lab Building, Lake Nona	23,475,601
Facilities Building, Lake Nona	6,000,000
EXPO Center Housing	16,000,000
Regional Campuses Multi-Purpose Buildings	28,000,000



## 2014-15 Capital Outlay Budget Projects By Funding Source

Partnership Garage	7,000,000	
Parking Deck (Athletic Complex)	5,000,000	
Baseball Stadium Expansion Phase II	1,700,000	
Baseball Clubhouse Expansion and Renovation	1,000,000	
Bright House Networks Stadium Expansion Phase I	11,000,000	
Wayne Densch Sports Center Expansion and Renovation	1,000,000	
Tennis Complex - Phase I	1,400,000	
Tennis Complex - Phase II	1,000,000	
Tennis Complex - Phase III	2,000,000	
Multi-Purpose Medical Research and Incubator Facility	112,863,923	
Health Sciences Campus Parking Garage I	15,000,000	
Bio-Medical Annex Renovation and Expansion	12,800,000	
Outpatient Center	75,000,000	
Global UCF and Continuing Education Building	16,400,000	15,000,000
<b>TOTAL</b>	<b>\$ 616,684,524</b>	<b>\$ 21,030,000</b>



**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Florida Statewide Mutual Aid Agreement

**DATE:** May 22, 2014

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**PROPOSED COMMITTEE ACTION**

Review the Florida Statewide Mutual Aid Agreement for the State of Florida Division of Emergency Management.

**BACKGROUND INFORMATION**

In order to finalize the University of Central Florida's participation in the Florida Statewide Mutual Aid Agreement, the UCF Board of Trustees Clerk and UCF Board of Trustees Chair must sign the agreement. A copy of the minutes or resolution from the meeting indicating the agreement was approved also must be provided.

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**Supporting documentation:** Florida Statewide Mutual Aid Agreement

**Prepared by:** Jeffery Morgan, Director, Office of Emergency Management  
Richard Beary, Associate Vice President and Chief of Police

**Submitted by:** William F. Merck II, Vice President for Administration and Finance  
and Chief Financial Officer



24 Mar 2014

FROM: Jeffery Morgan  
Director of Emergency Management  
Police and Emergency Management  
University of Central Florida

SUBJECT: Florida Statewide Mutual Aid Agreement

Mr. Merck:

This folder contains the pertinent documents of the Florida Statewide Mutual Aid Agreement (SMAA) for the Board of Trustees' consideration. As a reminder, according to SMAA guidelines, in order to finalize this process, the following items must be completed:

1. Page 18 must be signed by the university's Board of Trustees Clerk and Chair
2. A copy of the Minutes or Resolution from the meeting indicating that the agreement was adopted or approved must be provided

I have attached the insurance documentation and completed page 23 for the Boards of Trustees review and consideration.

Two copies have been included to allow both the Florida Division of Emergency Management and the UCF Office of Emergency Management to retain original copies.

If there are any questions or if you require additional information, please feel free to call me at 407-823-6301 (office) or 407-592-7051 (cell).

Very respectfully,

A handwritten signature in blue ink, appearing to read 'Jeff Morgan', is written over a horizontal line.

Jeff Morgan  
Director, Office of Emergency Management





STATE OF FLORIDA  
**DIVISION OF EMERGENCY MANAGEMENT**

**RICK SCOTT**  
Governor

**BRYAN W. KOON**  
Director

**STATEWIDE MUTUAL AID AGREEMENT**

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreement within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

**ARTICLE I.**

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

C. The "Division" is the Division of Emergency Management.

E. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during a declared state of emergency.

F. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in a disaster to a Requesting Party.

G. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during a disaster.

H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

I. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

J. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in a declared disaster, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

K. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of § 189.403(1), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.



L. An "educational district" is any school district within the meaning of § 1001.30, Florida Statutes and any community school and state university within the meaning of § 1000.21, Florida Statutes.

M. An "interlocal agreement" is any agreement between local governments within the meaning of § 163.01(3)(a), Florida Statutes.

N. A "local government" is any educational district and any entity that is a "local governmental entity" within the meaning of § 11.45(1)(e), Florida Statutes.

O. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## **ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement only for a "major" or "catastrophic disaster" as defined in § 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster, it may also invoke assistance under this Agreement for a "minor disaster."

## **ARTICLE III.**

**Invocation of the Agreement.** In the event of a disaster or threatened disaster, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If

the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to a disaster pending the assignment of such personnel, equipment, supplies, services and other resources to a emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### ARTICLE IV.

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use *Form B* attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;
- C. A description of the specific type of assistance needed within each Emergency Support Function;



D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### **ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use *Form B* attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable, coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive



their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment.

## **ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration it may select as an arbitrator

any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

#### **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate



seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade,

quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.



E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

#### **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on *Form C* attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

#### ARTICLE XI.

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.



E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renewed one (1) year after its execution unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the

Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On August 20, 2007, this Agreement was modified by the Division of Emergency Management. This document replaces the July 31, 2000 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the August 20, 2007 edition for the purposes of becoming a signatory.***

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:



**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES  
OF UNIVERSITY OF CENTRAL FLORIDA  
UNIVERSITY, STATE OF FLORIDA

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By:   
Attorney for Board 12/11/13

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: UNIVERSITY OF CENTRAL FLORIDA  
Mailing Address: 4000 CENTRAL FLORIDA BLVD (ATTENTION: EMERGENCY MANAGEMENT)  
ORLANDO, FL. 32816

#### Authorized Representative Contact Information

##### Primary Authorized Representative

Name: JEFF MORAN  
Title: DIRECTOR OF EMERGENCY MANAGEMENT  
Address: P.O. Box 163480, ORLANDO, FL. 32816-3480  
Day Phone: (407) 823-6301 Night Phone: (407) 592-7051  
Facsimile: (407) 882-7120 Email: JEFF.MORAN@UCF.EDU

##### 1<sup>st</sup> Alternate Authorized Representative

Name: ARI SCHEIN  
Title: EMERGENCY MANAGEMENT COORDINATOR  
Address: P.O. Box 163480, ORLANDO, FL. 32816-3480  
Day Phone: (407) 823-0714 Night Phone: (407) 408-6913  
Facsimile: (407) 882-7120 Email: ARI.SCHEIN@UCF.EDU

##### 2<sup>nd</sup> Alternate Authorized Representative

Name: RICHARD BEARY  
Title: AVP Safety & Security & Chief of Police  
Address: P.O. Box 163550, ORLANDO, FL. 32816-3550  
Day Phone: (407) 823-5242 Night Phone: (407) 463-8128  
Facsimile: (407) 823-6326 Email: RICHARD.BEARY@UCF.EDU

\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\*





DEPARTMENT OF FINANCIAL SERVICES  
*Division of Risk Management*

STATE RISK MANAGEMENT  
TRUST FUND

Policy Number: GL-0221 General Liability  
Certificate of Coverage

Name Insured: University of Central Florida

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Inception Date: July 1, 2013

Expiration Date: July 1, 2014

A handwritten signature in black ink, appearing to read "J. J. Stewart".

CHIEF FINANCIAL OFFICER



STATE RISK MANAGEMENT TRUST FUND  
GENERAL LIABILITY  
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

**I. COVERAGES**

**General Liability Coverage--Bodily and Property Damage**

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

**II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

**III. DEFINITIONS**

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
  - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

**IV. EXCLUSIONS**

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;



- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

## V. CONDITIONS

### A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

### B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

### C. Insured's Duties in the Event of Occurrence, Claim or Suit

#### (1) Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

#### (2) Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.

#### (3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

#### (4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

#### (5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

#### (6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

#### (7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

#### (8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

#### (9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

### D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



The following definitions shall apply to Personal Injury Protection coverages provided herein:

- (a) **Bodily Injury** - Bodily Injury, sickness or disease, including death at any time resulting therefrom;
- (b) **Medical Expenses** - Expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services recognized and permitted under the law of the State of Florida and for an injured person who relies upon spiritual means through prayer along with healing in accordance with his religious beliefs;
- (c) **Named Insured** - The department or agency named herein;
- (d) **Insured** - Includes authorized individuals in the course and scope of their employment for the department or agency named herein;
- (e) **Motor Vehicle** - Any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of this State and any trailer or semi-trailer designed for use with such vehicle and includes:
  - (1) a "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, jeep-type vehicle not used at any time as a public or delivery conveyance for passengers and, if not used primarily for occupational, professional, or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.
  - (2) a "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle. The term "motor vehicle", however, does not include a mobile home or any motor vehicle owned by a municipality, a transit or public school transportation authority, or by a political subdivision of the State which is used in mass transit or public school transportation and designed to transport more than five passengers exclusive of the operator of a motor vehicle.
- (f) **Occupying** - In or upon or entering into or alighting from;
- (g) **Owned Motor Vehicles** - A motor vehicle of which the named insured is the owner and with respect to which:
  - (1) the bodily injury liability insurance of the policy applies;
  - (2) security is required to be maintained under the Florida Motor Vehicle No-Fault Law.
- (h) **Pedestrian** - Person while not an occupant of any self-propelled vehicle;
- (i) **Owner** - A person or organization who holds the legal title to a motor vehicle, including:
  - (1) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
  - (2) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such agreement is for a period of six months or more, and
  - (3) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing the insurance.

**E. Policy Period: Territory**

The insurance under this section applies only to accidents which occur during the certificate period:

- (a) in the State of Florida, and
- (b) as respect the insured while occupying the insured motor vehicle outside the State of Florida, but within the United States of America, its territories or possessions or Canada.

**F. Conditions**

- (a) **Notice**  
In the event of an accident, written notice of the loss must be given to the Fund or any of its authorized agents as soon as practicable.

- (b) **Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.**

As soon as practicable, the person making claim shall give to the Fund written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Fund in determining the amount due and payable. Such person shall submit to mental and physical examinations at the Fund's expense when and as often as the Fund may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, the Fund will not be liable for subsequent personal injury protection benefits.

**III. GENERAL COVERAGE CONDITIONS**

**A. Audit**

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate and any extension thereof and within three years after the final termination of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.

**B. Action against the Fund**

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

**C. Severability of Interests**

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

**D. Two or More Automobiles**

The terms of this certificate apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability.

**E. Term of Coverage**

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, the statutes and laws shall control.

**F. Cancellation**

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

**G. Self-Insurance Coverage**

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** 2015 Finance and Facilities Committee Meeting Dates

**DATE:** May 22, 2014

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**PROPOSED COMMITTEE ACTION**

Information only.

**BACKGROUND INFORMATION**

The 2015 Board of Trustees' Finance and Facilities Committee meetings are scheduled as follows and subject to change:

February 11	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
April 22	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
May 28	Time - TBD	Thursday	Live Oak Center
June 24	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
July 23	Time - TBD	Thursday	Live Oak Center
August 26	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
October 14	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
December 2	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393

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**Supporting documentation:** None

**Prepared by:** William F. Merck II, Vice President for Administration and Finance  
and Chief Financial Officer

**Submitted by:** William F. Merck II, Vice President for Administration and Finance  
and Chief Financial Officer